

COLLECTIVE AGREEMENT

Between:

AEROGUARD COMPANY LTD.

And:

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
TRANSPORTATION DISTRICT 140
(Local Lodge 16)**

VANCOUVER INTERNATIONAL AIRPORT

TERM OF AGREEMENT

APRIL 1, 2004 – MARCH 31, 2007

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of the Agreement is to establish and maintain an orderly collective bargaining relationship between the Company and its employees, to set forth all Agreements concerning by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration, or alleged violation of the Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Company recognizes the Union as the Bargaining Agent for all pre-board screening, baggage and security employees of the Company employed in British Columbia governed by federal jurisdiction, excluding duty managers and those above.

Supervisors can when and where necessitated, provide screening services. Not expected as normal recurring part of position but in the event of “no shows” or excessive passenger volume, supervisor can screen.

- 2.02 The word “employee” or “employees” wherever used in the Agreement shall mean respectively an employee or employees in the bargaining unit described in Article 2.01.

ARTICLE 3 – UNION SECURITY

- 3.01 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 for reasons of race, national origin, colour or religion.
- 3.02 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union as a condition of employment. They shall maintain membership as a continuing condition of employment. The potential employee must fill out a Union application form and pay any fees associated with it.
- 3.03 Upon written authorization from each employee, the Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10th) day of the following month in which they are deducted. The deduction will be stated on one line as “Union dues”.
- 3.04 Union dues for all employees shall be per Local Lodge 16 Bylaws. The Employer will be notified, in writing, of changes to the dues structure, if any.
- 3.05 The Union agrees to indemnify and hold the Company harmless against any claims, lawsuits, or charges brought against it by an employee as a result of the application of Article 3.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Company except as specifically limited by the provisions of the Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company:
- (a) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
 - (b) to hire, transfer, layoff, recall, promote, demote, retire, classify, assign duties, dismiss, suspend or otherwise discipline employees, provided that a claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 6 of the Agreement; and
 - (c) to determine the method of operation; the amount of supervision; the schedules of work; the rotation of shifts; the hours and days of work and the number of employees required at any time.
 - (d) The Company and the Union agree to be reasonable and fair in the administration and operation of the Collective Agreement.
- 4.02 (a) The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further breach.
- (b) It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.
- 4.03 Discipline may be issued only by Supervisors and those above.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 The Company agrees to recognize the following committees of the Union to represent the employees for the purposes described herein:
- (a) A negotiating committee comprised of, at least, three (3) members of whom one (1) shall be Chief Steward, selected by the Union to act on behalf of the Union in negotiating a Collective Agreement, or renewal thereof, with the Company. As employees increase, the committee should be comprised of one (1) representative for every fifty- (50) employees.
 - (b) A grievance committee comprised of one (1) steward for each fifteen- (15) employees.
 - (c) An industrial relations committee comprised of a minimum of five (5) shop stewards and a maximum of seven (7) shop stewards (elected by the shop steward group) to meet monthly (or as needed by mutual agreement) with management representatives in order to address matters of concern regarding the Union membership and day to day operations at the site.
 - (d) The Union Representative shall be permitted to meet with potential Union members for a minimum of two (2) hours per training class or as needed.
- 5.02 The members of the Negotiating, Grievance, Health and Safety and Industrial Relations Committees shall be employees who have completed at least two (2) years' service as outlined in Local Lodge 16 Bylaws or by Union discretion.
- 5.03 The Union shall notify the Company in writing of the names of the employees who are members of the negotiating, grievance and industrial relations committees and the Company shall not be required to recognize them until so notified.
- 5.04 The Union acknowledges that each member of the grievance committee has regular work to perform and that he shall only absent himself from such work with the permission of the Management and, upon resuming his regular duties, he shall again report to the manager. Each member of the grievance committee shall not lose pay for time spent during his regular scheduled working hours performing the functions set out in Article 5.01(b).
- 5.05 An employee will be entitled to have a steward present when being presented with any discipline that will be noted in his file. Every effort will be made to present discipline during the employees' regularly scheduled shift and within three (3) days of the incidents giving rise to the discipline.

If it is not possible to provide a steward to be present in the foregoing time period, the discipline will be presented to the employee with a management and fellow employee as

witnesses. However, if the discipline is more than a written warning, then a Union Representative must be present.

- 5.06 The Chief Steward will be a full-time position, employed on a day shift Monday to Friday in order that he will be able to discuss Union matters with both the membership and management. The particulars will be covered off in Appendix "C".

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- 6.02 It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he has first given the Supervisor the opportunity to deal informally with his complaint.
- 6.03 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily dealt with pursuant to Article 6.02, an earnest effort shall be made to settle such difference in the following manner:

STEP ONE

- 6.04 Within ten (10) days after the alleged grievance has arisen, the employee, who may request the assistance of his steward, shall present his grievance in writing, on a form agreed upon by the Company and the Union, to the Management and if, within ten (10) days from the time when such grievance was presented, a decision not satisfactory to the employee is given, then:

STEP TWO

- 6.05 Within five (5) days after the decision of Step One has been, or should have been given, an authorized member of the grievance committee shall present the written grievance to the Operations Manager, or a person or persons designated by him to handle such matters at Step Two. The Operations Manager, or his designate, shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him, or his designate. At the Step Two meeting, the Operations Manager, or his designate, may be accompanied by the personnel manager and such other assistants, as he so desires. While the Business Representative of the Union may be present at the meeting, the Company has the right to require his presence at the meeting. The Operations Manager, or his designate, shall give a decision in writing on behalf of the Company within ten (10) days immediately following the date of such meeting.

GENERAL PROVISIONS

- 6.06 In the event that two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance and it shall be presented at Step Two.
- 6.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing within ten (10) days of the occurrence of the matter giving rise to the grievance. The Operations Manager, or his designate, shall schedule a meeting between the grievance committee plus the Business Representative and the Company representatives designated for that purpose, to be held within twenty (20) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within fifteen (15) days following the date of such meeting. If no settlement is reached, the grievance will be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.
- 6.08 The Company will, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure February 1st of each year, or more if needed.
- 6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Article 6 or Article 7 or the matter shall be deemed to have been abandoned, unless time limits have been extended by mutual agreement. A step is deemed to have been taken when notice is given by the party who filed the grievance.
- 6.10 Any and all the time limits set forth in Article 6 or Article 7 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing.

DISCIPLINE, DISMISSAL AND SUSPENSION

- 6.11 If the Company determines that an employee is to be dismissed or suspended, it shall be notified in writing both the employee concerned and a member of the appropriate grievance committee.
- 6.12 The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly, or indirectly with the aggrieved employee without consent of the Union Representative.
- 6.13 If an employee, who has acquired seniority, believes that he has been dismissed or suspended without cause, the grievance shall be represented at Step Two within five (5) days after notice has been given to the employee and the Chief Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.
- 6.14 If an employee is dismissed, such dismissal will take effect immediately upon the employee receiving notice thereof.

ARTICLE 7 – ARBITRATION

- 7.01 In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 6, the matter may then be referred to arbitration by notice in writing by one party to the other within ten (10) days from the decision of the Company under Article 6.05, or Article 6.07 or of the Union under Article 6.07. The notice shall contain a copy of the grievance, the remedy sought and the name, address and phone number of the Arbitrator provided below:
- Vince Ready
 - Ron Keras
 - Guy Beaulieu
- 7.02 The recipient of the written notice, referred to in Article 7.01, shall notify in writing the other party, within ten (10) days after notice has been given, as to the name and address of the above named Arbitrator. Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.
- 7.03 Subject to Article 6.06, each grievance submitted to arbitration shall be heard separately.
- 7.04 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions

of the Agreement shall be conclusive and binding on all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of the Agreement.

- 7.05 If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from new employment during that period, or will put into effect any lesser settlement agreed to by the parties or determined by the Arbitrator.
- 7.06 Any grievance involving the interpretation, application, administration or alleged violation of the agreement, which has been disposed of under the provisions of Article 7, shall not be made the subject of another grievance.
- 7.07 The Company and the Union shall share equally the expenses of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

ARTICLE 8 – NO STRIKE – NO LOCKOUT

- 8.01 In view of the orderly procedure herein set forth for settling differences and grievances, the Union and the employees agree that there shall be no strike, stoppage, slowdown or restriction of work or service, or threat thereof, during the term of the Agreement and that no employee shall take part in, instigate or threaten any such strike, stoppage, slowdown or restriction of work or service. However, it is understood that District Lodge 140 has a policy that reads: *“Work normally performed by a member of District Lodge 140 deemed to be struck work as a result of an authorized strike under the Machinists’ Union Constitution will not be done by another member of District Lodge 140.”*
- 8.02 On the other hand and for the same reason the Company agrees that there shall be no lockout during the term of Agreement.

ARTICLE 9 – SENIORITY

9.01 The seniority of an employee means the length of his continuous service with the Company since the date of his last hiring by the Company, i.e. day and time of first hour of paid work

Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The Union will be responsible for administering the draw and providing the Company with a copy of the results. If the Union cannot be present, the Union will appoint a designate to conduct the draw. Union membership applications will be given out as part of the hiring package. Article 5.01 (d) will apply.

9.02 The seniority of an employee shall be completely lost and his employment shall automatically terminated if he:

- (a) quits; or
- (b) is discharged and not reinstated in accordance with the provisions of the Agreement; or
- (c) is absent from work for three (3) or more consecutive days without notifying the Supervisor unless he gives a reason satisfactorily to the Supervisor for his failure to so notify the Company; or
- (d) is laid off for a period in excess of twelve (12) months; or
- (e) fails to notify the management of his intention to return to work within seven (7) days of being given notice of recall under Article 11.02 or fails to return to work on the date of recall as set out in the notice of recall; or
- (f) works for another Employer while absent from his employment with the Company except while on layoff, except when employees are on vacation or days off; or
- (g) uses an unauthorized leave of absence for a purpose other than that for which the leave was granted; or
- (h) fails to return to work upon the expiration of an authorized leave of absence or vacation unless a reason satisfactory to management is given.

- (i) fails to qualify for the appropriate Canadian Air Transport Security Authority certification and/or Transport Canada designation, i.e. all routes will be expired before termination of seniority.
- 9.03 Within thirty (30) days after the signing of this Agreement, the Company shall post the location seniority lists showing the seniority of each employee.
- 9.04 The Company will provide the Union with the current seniority lists showing each employee's seniority date, current address, classification and rate of pay, on June 30th of each year. An employee shall have thirty (30) days to challenge the applicable seniority list with respect to his seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

ARTICLE 10 – PROBATIONARY EMPLOYEES

- 10.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he shall have no seniority until he has been employed for ninety (90) consecutive calendar days after first (1st) hour worked with a restricted area pass at which time he shall become entitled to seniority dated from his last hiring with the Company. The Company shall have the right to dismiss a probationary employee for just cause.

ARTICLE 11 – REDUCTION IN FORCE

- 11.01 Should cause such as a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline served by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.

11.02 Lay-off and Recalls

The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority. The onus shall be on the Company to establish that the senior employee has insufficient ability to perform the work required, and if proven, the Company will train the most senior person to perform the work required.

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights.

Recalls from such lay-offs shall be in order of seniority.

In the event of major operation changes, the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.

An employee who has been laid-off shall be listed according to seniority after the date of lay-off and remain on the seniority list for recall for a maximum of twelve (12) months. If not recalled to work during that time, his name shall be removed from the seniority list.

- 11.03 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen- (14) day's notice of any lay-off, except in the case of lay-off as defined in Article 11.01.
- 11.04 Recall shall be by registered mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 11.05 If within seven (7) calendar days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

ARTICLE 12 – TRANSFERS

- 12.01 If an Agent is required to work as an Acting Point Leader at the request of management, they must receive a premium pay. The Acting Point Leader must be a scheduled worker from the same point as the vacant Point Leader. Seniority must be taken into account. An Acting Point Leader will be paid a premium as outlined in Appendix "A".
- 12.02 The seniority of an employee who is transferred to a position outside the bargaining unit shall be retained but not accrued. For a period of six (6) months after that all seniority will be lost.
- 12.03 **Province Wide Transfers**

Employees may submit a Letter of Preference, which will be kept on file with the Company for a period of one (1) year, which states the site to which the employee would like to transfer.

Whenever a position becomes vacant at any location and it is necessary to hire new staff, the Company will first consult the file containing Letters of Preference. Employees who have submitted a Letter of Preference for the applicable site will be considered ahead of

external applicants for the available position(s). If two or more employees are considered equally qualified for this position, then seniority shall prevail.

If an employee is selected by the Company to fill a position outside his home site, the Company will not be responsible for any costs associated with the relocation. The employee may transfer his Company seniority for vacation relief and placement upon the established pay grid for the site to which he is transferring, if the CBA permits at that site, however, the seniority of the employee will move to the bottom of the list for the purposes of shift preferences.

12.03 Canada Wide Transfers

Employees may submit a Letter of Preference, which will be kept on file with the Company for a period of one (1) year, which states the site to which the employee would like to transfer.

12.04 For the above articles, the Company will endeavour to notify the Union at least two (2) weeks prior to any advertisement to filling open and new positions.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 The Company may grant a leave of absence without pay for a period not exceeding sixty (60) days to an employee provided that:

- (a) the employee gives notice in writing to the management of his request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency); and
- (b) in the judgement of the Company, the proposed leave of absence can be arranged without undue inconvenience to normal operations.

13.02 Applicants must indicate, on forms provided by the Company, the reason(s) for their decision, leave of absence and the expected dates of departure and return when giving notice of their request for a leave of absence.

13.03 The Company shall notify in writing both the applicant and the Union of its decision within fourteen (14) days after the request was made by the employee to the Company.

The Company has agreed that leave of absence will be administered on the following basis:

1. Up to eight percent (8%) of the work force will be eligible to be on leave of absence at any given time.
2. Requests must be made in accordance with 13.01 (a).

3. Leaves of absence shall be granted on the basis of seniority.
4. When returning from a leave of absence, the employee shall be placed on the same shift, which they left. The Company has thirty (30) days to place the employee back on their original shift.

ARTICLE 14 – BEREAVEMENT LEAVE

14.01 An employee who has been employed by the Company for three (3) consecutive months will be granted a leave of absence, with pay, during the four (4) days immediately following the day of death of a member of his immediate family. However, one (1) day will be reserved for the day of the funeral. If one (1) or more of leave days would have been the employee's regular scheduled work day(s), the employee will be paid for the day(s) at his regular basic hourly rate. "Immediate family" shall include the spouse, parent, child, brother, sister, mother-in-law and father-in-law. The Company may grant an additional leave of absence of seven (7) days, without pay, if the funeral occurs outside of a five hundred (500) mile radius of the employee's normal work location and, in the judgement of the Company, such leave of absence can be arranged without undue inconvenience to normal operations. The Company may require proof of death or burial.

Note: For further clarity, immediate family means, in respect of the employee:

- a) the employee's spouse or common law partner;
- b) the employee's father and mother and the spouse or common law partner of the father or mother;
- c) the employee's children and the children of the employee's spouse or common law partner;
- d) the aunt and uncle of spouse and employee;
- e) the grandfather and the grandmother of the employee;
- f) 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;
- g) any relative who resides permanently with the employee or with whom the employee permanently resides.

ARTICLE 15 – LEAVE OF ABSENCE FOR UNION BUSINESS

- 15.01 The Company may grant a leave of absence, without pay, to not more than three percent (3%) employees, or two (2) employees, whichever is higher for a combined total period not exceeding thirty (30) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union and, in the judgement of the Company, such leave of absence can be arranged without undue inconvenience to normal operations.
- 15.02 The Company will grant a leave of absence, without pay, to not more than two (2) members of the grievance committee for the purpose of preparing for arbitration under Article 7 or other Union business provided the Company is given at least two (2) days advance notice in writing by the Union.
- 15.03 The Company may grant a leave of absence, with pay, to members of the Union's negotiating committee for purposes set out in Article 5.01 (a) provided the Company is given, at least, two (2) days' advance notice, in writing, by the Union.

ARTICLE 16 – PARENTAL LEAVE

- 16.01 (a) Parental Leave shall be as per Canada Labour Code requirements. Parental Leave as per the Canada Labour Code.
- (b) Adoption Leave as per the Canada Labour Code.
- (c) Child Care Leave as per Canada Labour Code.
- 16.02 The employee shall give the Company four (4) weeks' notice, in writing, of the day upon which she intends to commence leave and a certificate of a qualified medical practitioner stating that she is pregnant and the estimated date of her confinement.
- 16.03 An employee who does not apply for leave, as set forth in Article 16.02, and who is otherwise entitled to maternity leave, shall be granted a leave of absence under Article 16.01, upon providing the Company with a certificate of a qualified medical practitioner, stating that she was not able to perform her work because of an unexpected medical condition directly attributable to pregnancy and the date of confinement.
- 16.04 Where an employee intends to resume her employment with the Company upon the expiration of the leave granted, in accordance with the provisions of Article 16, the Company shall reinstate her to her former position within thirty (30) days and wages and benefits will remain the same.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 Employees shall receive the maximum amount of scheduled hours up to forty (40) hours per week, based on seniority. Shift preferences will be based upon the employee's seniority in the case of posted open shifts bids. Shift preference will be bids based upon an employee's seniority in the case of posted open shift bids and general shift bids, but all employees will be subject to the standard rotation and site staffing requirements, as per management's discretion. The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause. This clause may be amended by mutual agreement.

It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties.

The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules and airport and CATSA requirements. The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the shift bids. The Union will have ten (10) calendar days upon receipt of the schedule to return the completed shift bids to the Company. The Company will post shift awards three (3) calendar days prior to the schedules effective date. Should the Union fail to return the completed shift bids to the Company within the five (5) calendar day time line, the Company will take over and complete the shift bid and the Union will no longer conduct shift bids.

17.02 For the purpose of Article 17.01, a day shall commence at the start of an employee's shift and shall end twenty-four (24) hours later. A week shall commence at 12:01 a.m. Monday and end at 12 midnight on Sunday.

17.03 An employee who works more than four (4) hours in a day shall be entitled to a thirty (30) minute paid meal period and two (2) fifteen (15) minute coffee breaks at mutually agreeable times during such day. An employee who works four (4) hours in a day shall be entitled to one (1) fifteen (15) minute coffee break during such day at a mutually agreeable time.

Employees who work ten (10) hour shifts shall be entitled to a total of one (1) hour and fifteen (15) minutes paid meal period and coffee breaks on each ten- (10) hour shift.

EFFECTIVE APRIL 1, 2005:

An employee who works more than four (4) hours in a day shall be entitled to two (2) fifteen (15) minutes paid breaks at mutually agreeable times during the day. An employee who works less than four (4) hours in a day shall be entitled to one (1) fifteen- (15) minute paid break during such day at a mutually agreeable time.

An employee who works more than four (4) hours in a day will be entitled to an unpaid lunch break of one-half (1/2) to one (1) hour at a mutually agreeable time.

Employees who work more than ten (10) hour shifts shall be entitled to three (3) fifteen (15) minute paid breaks at mutually agreeable times.

17.04 In the event of a layoff, the provisions of Article 11 will apply.

17.05 The Company shall endeavour to post work schedules at least seven (7) calendar days in advance of the implementation of the work schedule. The Company, however, may change posted work schedules due to airline, airport or CATSA requirements, in which case the Company shall endeavour to contact the employee(s) concerned at least twenty-four (24) hours before such change. If the change occurs and it is more than an hour plus or minus on the schedule, the Company shall pay overtime outlined below.

17.06 When employees are requested to work overtime beyond their normal shift, the following conditions will prevail.

- a) All employees shall be compensated for all authorized overtime hours worked at one and one-half (1 ½) times their regular rate for hours worked in excess of their regular scheduled hours per day. In addition, any time an employee is called in for overtime, they shall receive one and one-half times (1 ½) their rate of pay for their entire shift.
- b) The overtime or extra hours required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime or extra hours, the junior employees on shift will be required to work until a replacement is found. A replacement employee will only be required for overtime or extra hours in excess of three (3) hours. Should no replacements be found and the employee is required to work in excess of the three (3) hours, then he will be paid not less than four (4) hours overtime regardless of the actual additional hours worked.
- c) Employees shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and Management.
- d) Overtime will be recorded on a monthly basis.

- e) Should an employee be by-passed in error for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed.
- f) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Manager's office.

Day of Overtime

This is the order to be called in for day of overtime:

- 1. Employees on shift in book
- 2. Sign-up book employees Regular Day Off
- 3. On-shift employees
- 4. Seniority List

This is the order to be called in for next-day overtime:

- 1. Sign-up book
- 2. Seniority List

- g) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.

- 17.07 All hours worked in excess of the scheduled hours of work referred to in Article 17.01 shall be paid at the rate of one and one-half (1 ½) times the employee's regular basic hourly rate. Any hours worked by an employee on a paid holiday behind his/her regular shift or in excess of the regular weekly hours will be paid at the rate of double (2) time.
- 17.08 For full-time employees that work in addition to their regular weekly shift shall be paid on one extra shift, time and one half (1 ½) and on a second extra shift double time (2X) their regular rate of pay and a third extra shift at the triple (3) time their regular rate of pay. This is based on completing a regular workweek.
- 17.09 If any employee is required to work unscheduled overtime, of which he/she is not notified in advance of commencement of his/her regular shift, and the employee works beyond two (2) hours overtime, the employee shall receive a food voucher with a value of ten dollars (\$10.00) provided by the Employer.
- 17.10 An employee who reports for work as scheduled is entitled to four- (4) hours' pay if no work is available and he has not been advised in advance except in cases beyond the Company's control. This article may be amended by mutual agreement.

- 17.11 All time spent in attendance at any proceeding, arising out of actions performed on behalf of the Employer or the Employer's client, shall be paid at the applicable rate. Monies from the Court shall be reimbursed to the Employer.

Time spent at Citizenship Court is limited to the day of the swearing in only, and payment shall be straight time pay for those who are normally required to work on the day of swearing in.

Court Appearance

If an employee is subpoenaed to appear in Court in a matter relating to the conduct of the employee's pre-board screening duties, he will be paid for such appearance and the Union will be notified prior to the appearance.

- 17.12 An employee who leaves work due to a W.C.B. related injury or illness, which requires offsite treatment and prevents a return to work, shall be paid for the balance of their regular or scheduled shift on the day of the injury or illness.

17.13 Shift Trade Policy

- (a) If an employee on his/her days off agrees to work for another employee's shift, that employee shall be paid his/her normal wage for that day.
- (b) Both employees must sign a "shift change sheet" and submit to management for approval.
- (c) The employee signing to work that shift is responsible for that shift.
- (d) No employee shall be eligible for a shift trade if they have worked, or will work, a shift of twelve (12) hours before the trade shift, or after the trade shift.

ARTICLE 18 – VACATION WITH PAY

- 18.01 All employees shall be entitled to an annual vacation with pay based on continuous employment with the Company as of June 30th of every year, in accordance with the following:

- (a) An employee, with more than one (1) but less than five (5) completed years of service shall receive a two (2) week vacation with pay equivalent to four percent (4%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.
- (b) An employee, upon completion of five (5) years of service, shall receive a three- (3) week vacation with pay equivalent to six percent (6%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.

- (c) An employee, upon completion of eight (8) years' of service, shall receive a six-(6) week vacation with pay equivalent to eight percent (8%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.
- (d) An employee, upon completion of fifteen (15) years of service, shall receive a seven-(7) week vacation with pay equivalent to ten percent (14%) of his gross earnings for the preceding vacation year, pursuant to his employment with the Company.

18.02 "Vacation Year" means the twelve (12) month period between July 1 and June 30. For the purposes of vacations in a year, calculations of continuous employment with the Company and gross earnings shall be made as of June 30 of that year.

18.03 All employees shall receive their vacation pay on their first regular payday in July of each year, calculated up to and including June 30.
Employees who request vacation pay in writing two (2) weeks prior to their scheduled vacation shall receive their vacation pay prior to leaving work on the last regular shift prior to vacation.

18.04 Vacation will be granted and taken at such time as the employee and the Company find suitable. However, an employee will be granted his vacation not later than twenty-four (24) months, if he/she requests, following June 30 of the year for which the vacation was given and employees will be allowed to bank their vacation.

ARTICLE 19 – PAID HOLIDAYS

19.01 For the purposes of the Agreement, the following days are recognized as paid holidays for employees who have completed their first thirty (30) days of employment with the Company:

- New Year's Day
- B.C. Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

19.02 The parties may agree to designate a day other than the calendar day for the observance of a paid holiday provided that when an alternative day is so designated the provisions of Article 19 shall apply to the alternative day and not the calendar day of the holiday.

- 19.03 No employee is entitled to be paid for a holiday on which he does not work when he was not entitled to wages for a least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 19.04 An employee, who qualifies for holiday pay in accordance with Article 19.03 and is not required by the Company to work on any of the above holidays, shall be paid the equivalent of the wages he would have earned at this regular basic hourly rate for his normal hour of work.
- 19.05 An employee, who qualifies for holiday pay in accordance with Article 19.03 and is required by the Company to work on any of the above holidays, shall be paid one and one-half (1-1/2) times his regular basic hourly rate for time worked on such holiday in addition to his pay under Article 19.04.
- 19.06 If any of the above holidays are observed by the Company while an employee is on a scheduled vacation or on his regular day off, the Company shall compensate the employee on the following basis:
- (a) Payment for the equivalent of the wages he would have earned at his regular basic hourly rate for his normal hours of work; or
 - (b) A day off with pay, in accordance with (a) above, in lieu of the holiday. Such day may be taken in conjunction with his vacation or at some other mutually agreeable time.
- 19.07 No employee is entitled to be paid for a holiday on which he did not report for work after having been scheduled or called to work for that day, unless their absence occurred for a legitimate reason.
- 19.08 Where a new employee who has not attained thirty (30) days of employment with the Company is required to work on a holiday, he shall be paid according to the Canada Labour Code for the time worked by him on that day.

ARTICLE 20 – WAGES

- 20.01 The Company and the Union agree that the wage formula, as set out in Appendix “A” attached hereto, shall be maintained during the term of the Agreement.

ARTICLE 21 – BENEFITS

- 21.01 (a) Sufficient supply of latex gloves will be provided at each screening point for the use of employees, on as needed basis, when the employee believes there is a health risk.
- (b) Parking paid 100% by the Company.
- (c) Hand sanitizer
- (d) Company will provide a fridges, tables, microwave, utensils, toaster, oven, kettle, coffeepot, for employees' lunches.
- (e) Sufficient chairs at each point for employees' lunch breaks, i.e. as well as providing a lunch room for the employees' chairs.
- (f) Company will be responsible to repair, or replace, furniture in lunchrooms in a timely fashion.
- (g) Employees will be paid overtime rate of pay for any hours spent in re-testing and re-certification, if not on regular scheduled hours.
- (h) The Company will contribute up to \$15.00 per employee towards arranging and providing an annual flu vaccination for all employees.
- (i) All employees at their option can participate in French language classes. The Company will provide financial aid to help an employee attend French classes on their own time without pay.
- 21.02 The Company will provide at its own expense, complete properly fitting uniforms:
The minimum airside uniform issue shall be as follows:

Airside

- Industrial work gloves
- Hearing Protectors
- Coveralls, and any other apparel deemed appropriate by HRDC
- Parkas for airside and screening at gates
- Steel toed boots as required

The uniform remains the property of the Company and upon termination of employment must be returned in a clean state prior to issuance of final pay cheque.

21.03 All employees will accrue an annual sick leave as follows:

Sick Leave

Effective ratification date all employees beyond probationary period will accrue at 1.2% of regular hours to March 31, 2005.

April 1, 2005 – March 31, 2006 - All employees will accumulate three regular days' pay/time.

April 1, 2006 – March 31, 2007 - All employees will accumulate four regular days' pay/time.

Note: Employees can accrue up to fifteen (15) sick days until the end of this Collective Agreement.

Benefit Plan Contribution (Vancouver)

- a) the Employer will contribute per hour worked per employee towards a health and benefit package.
- b) The International Association of Machinists and Aerospace Workers (IAMAW) will administer and provide for the benefits to the employees.

Effective October 4, 2004 to March 31, 2005 - \$0.55 per hour worked (except overtime)

April 1, 2005 – March 31, 2006 - \$1.05 per regular hour worked (except overtime)

April 1, 2006 – March 31, 2007 - \$1.10 per regular hour worked (except overtime)

ARTICLE 22 – BULLETIN BOARD

22.01 All Union notices when received at the Company office will be distributed through payroll mail-outs to individual employees. A separate lockable Bulletin Board will be provided by the Company for Union memos at each location, and one will be provided for Company memos only.

ARTICLE 23 – NOTICES

23.01 Any notice in writing which either party gives to the other shall be by registered mail, postage prepaid, addressed as follows:

To The Company:

Chief Executive Officer and Chief Financial Officer
Aeroguard Company Ltd.
340 – 530 Kenaston Boulevard
Winnipeg, Manitoba
R3H OW4
Telephone: (204) 694-8989 Fax: (204) 694-7225

To The Union:

International Association of Machinists & Aerospace Workers
Transportation District Lodge 140
Suite 2131 – 11871 Horseshoe Way
Richmond, B.C.
V7A 5H5
Telephone: (604) 448-0721 Fax: (604) 448-0710

23.02 Any notice provided in the Agreement to mailed by registered mail shall be deemed given as of the next day after the date of mailing. The registration receipt shall establish the date of mailing.

23.03 The Company or the Union may change its address for service of notice at any time by notice as set out in Article 23.01.

ARTICLE 24 – INTERPRETATION

24.01 Unless otherwise stated, the word “day” or “days” wherever used herein, shall be deemed not to include Saturdays, Sundays and paid holidays observed by the Company.

24.02 For the purpose of interpreting the Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE 25 – HUMAN RIGHTS

25.01 The Company and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

Workplace harassment is conduct that is unwanted or unwelcome and unnecessary and is known or ought reasonably be known to be unwelcome, and that can be related to any of the grounds of discrimination prohibited by law, the Collective Agreement and/or Company Policy.

(a) **Discrimination/Harassment Prohibited**

The Employer and the Union agree that discrimination and/or harassment of any employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories. Action contravening this policy may constitute grounds for discipline.

(b) **Sexual Harassment**

Sexual harassment means any deliberate and/or repeated, unwelcome behaviour, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that employee as creating an uncomfortable working environment, or placing a condition of a sexual nature on employment or any opportunity for training or promotion.

25.02 Complaint Procedure

Any complaint involving allegations of discrimination or harassment, as defined in Article 27.01 may be reported in confidence directly to the on site Manager and the Union. The complainant will fill out the harassment complaint form. Once a complaint(s) is brought forward, both the Company and the Union must be made aware of the complaint in writing. A Union representative will be present while the complaint is investigated in a fair and impartial manner that protects the privacy interest of all involved - the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Employer will take actions it considers appropriate to resolve the complaint.

25.03 Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of harassment, including but not limited to filing a Human Rights Complaint.

25.04 The strict prohibitions referred to in Article 27.01 are to be interpreted and applied in accordance with the notion of a reasonable duty to accommodate.

25.05 Right of Arbitrator

- (a) an arbitrator hearing a complaint or grievance under this article shall have jurisdiction to:
 - (i) dismiss the complaint or grievance;
 - (ii) determine the appropriate redress regarding the complaint or grievance.

25.06 Transfer of Harasser

Where the discrimination or harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

ARTICLE 26 – HEALTH AND SAFETY

26.01 The Company and the Union realize the benefits to be derived from adherence to the appropriate federal Industrial Health and Safety Regulations ("I.H.S.R.") policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

26.02 The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.

26.03 The Union will co-operate to promote the adherence to the appropriate federal Regulations, policies, practices and procedures.

26.04 A Health and Safety committee shall be established in accordance with Federal regulations including:

- (a) not fewer than four regular members, employed at the operation and experienced in the types of work carried on at the operation, and
- (b) membership chosen by and representing the workers and the Employer. In no case shall the Employer's representatives outnumber those of the workers, and
- (c) a chairman and secretary elected from and by the members of the committee. Where the chairman is an Employer member the secretary shall be a worker and vice versa.

26.05 Reporting of Unsafe Conditions

- (a) Employees shall immediately report to their supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The

Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:

- (i) the use or operation of a machine or thing presents a danger to themselves or a co-worker; or
 - (ii) a condition exists at work that presents a danger to them.
- (b) In order for an employee to refuse dangerous work without risking their job or wages the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2

ARTICLE 27 – JOB POSTINGS

27.01 The Company and the Union agree that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern. The Company agrees not to discriminate against present employees, who have not been trained, (i.e. if a job is posted, the Company will not take the position that only trained employees may qualify).

When selecting applicants the Company and the Union shall compare employees on the same basis for the same job and provide the Union with the comparison if requested in a dispute.

27.02 All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable applicants are brought forward by this posting within the seven-(7) calendar days specified, the Company will fill the vacancy by such other means, as it may deem fit.

27.03 All bargaining unit full-time positions will be offered to part-time employees in order of seniority.

Employees who are on vacation or sick leave (i.e. Long-term Disability, Short-Term Disability, Maternity, WCB, ICBC, etc.) during the posting period will have three (3) calendar days after their return to bid the open position.

The Company agrees to create a job-posting book, which will be available to all employees upon return to work.

27.04 The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.

ARTICLE 28 - TERM

28.01 The Agreement shall become effective as of April 1, 2004 and shall remain in effect until March 31, 2007.

28.02 Either party, during four (4) months prior to the expiry of the Agreement, shall give notice in writing to the other part of its desire to commence negotiations for the renewal of the Agreement.

VANCOUVER, B.C. PRE-BOARD SCREENERS, COLLECTIVE AGREEMENT SIGNED ON MARCH 24, 2005 AT RICHMOND, B.C.

FOR THE COMPANY:

FOR THE UNION:

AEROGUARD COMPANY LTD.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, TRANSPORTATION DISTRICT 140 (Local Lodge 16)

| | |
|-------------------|----------------|
| David W. Thompson | Mike Clegg |
| Mike Howarth | Rajib Roy |
| | Terry Sheren |
| | Chris Evans |
| | Gilbert Pineda |
| | Federico Elman |

APPENDIX "A"

AEROGUARD COMPANY LTD.

and

IAMAW

Wages – Vancouver

| Class | Current | April 1, 2004 – March 31, 2005 | April 1, 2005 – March 31, 2006 | April 1, 2006 – March 31, 2007 |
|------------------------------------|----------------|---|---|---|
| Level 1 | \$11.56 | \$11.90 | \$13.05 | \$13.45 |
| Level 2 | \$12.56 | \$12.95 | \$14.25 | \$14.70 |
| Level 3.1 0–2080 hrs. worked | \$13.56 | \$13.95 | \$15.35 | \$15.80 |
| Level 3.2 2081-4160 hrs. worked | \$13.91 | \$14.30 | \$15.70 | \$16.15 |
| Level 3.3 4161-6240 hrs. worked | \$14.26 | \$14.70 | \$16.15 | \$16.65 |
| Level 3.4 + 6241 hrs. worked | \$14.61 | \$15.05 | \$16.55 | \$17.05 |

Paid lunch (1/2 hr.) in effect – current April 1, 2004 – March 31, 2005.

Unpaid lunch (1/2 – 1 hr) in effect – April 1, 2005 - March 31, 2007.

Effective April 1, 2005 -Acting Point Leader premium - \$1.50 per hour agents requested by Management to act in the capacity of a Point Leader for fifteen (15) minutes or more.

APPENDIX “B”

ACTING POINT LEADER

QUALIFICATIONS

Agents eligible to serve as Acting Point Leader will be selected following a formal interview process and based upon skills, ability, qualifications and seniority.

GENERAL QUALIFICATIONS

- Minimum of six months experience as a screening agent.
- Fully Transport Canada qualified.
- See Article 27.01.

METHOD OF SELECTION

- If a permanent or regular Acting Point Leader/Point Leader (if no other Point Leader is available) is on vacation, sick leave or leave of absence etc., the Company will upgrade a temporary Acting Point Leader for a period not to exceed one week. Following the one-week period, the upgraded position will be offered to the next senior person and so on through the list.
- If a permanent or regular Acting Point Leader/Point Leader (if no other Point Leader is available) books off on a daily basis, then the Company will upgrade a temporary Acting Point Leader for a period not longer than one day to ensure that all members of the relief list can be utilized.

REMUNERATION

- **At the Vancouver International Airport**

If the Agent is designated to serve as Acting Point Leader by the Point Leader, or above, for fifteen (15) minutes or more, he will be paid a premium that is outlined in Appendix “A”.

SITE SPECIFIC INFORMATION

VANCOUVER INTERNATIONAL AIRPORT

- The Acting Point Leader will be utilized whenever a Point Leader is not available. The Acting Point Leader will be selected by the Point Leader or above as per the agreed selection process applied to the list of qualified agents.
- There will be one list per location (e.g. screening point) and agents' names will be placed in order of seniority. Whenever an Acting Point Leader is required at any location, the list will be consulted and agents chosen in general order of seniority. It is the intention to select an agent from the same screening point where the Acting Point Leader is required. If no agent is available from that point, one will be selected on a seniority basis from the next closest point.

APPENDIX “C”

ROLES AND RESPONSIBILITIES OF CHIEF STEWARD

1. The Chief Shop Steward will be available on regular working hours, Monday – Friday inclusive and as necessary.
2. To represent the Union in dealing with and settling grievance and complaints.
3. To foster a positive working relationship with the Company management and to be available to management.
4. To coordinate and direct the Shop Stewards that fall under this Agreement.
5. To report and be accountable to the Local Lodge and District Lodge 140 including weekly reports on activities.
6. And any other duties assigned by the Company.
7. The Union has the express rights to remove the Chief Steward and appoint the person of the Local Union’s choice.

LETTER OF UNDERSTANDING

SHIFT GIVEAWAYS

The purpose of shift giveaway's is to reduce absenteeism by allowing employees to handle unexpected situations or ones that conflict with their work schedule. Employees may give away shifts as long as they are not giving away their job.

Both employees must sign a shift give away form or must be in writing and signed by all parties involved to be considered valid, and submit to management. Management will reply back in writing or on the shift give away form the following day to all parties considered.

The employee signing to work that shift is responsible for that shift.

The employee who covers a shift will be paid at the rate of straight time for such time worked. Example: Agent "A" works for Agent "B" during the first pay period of the month - RESULT – Agent "A" will receive eight (8) hours (or whatever regular scheduled hours Agent "B" has), additional straight-time pay on the next cheque that he receives.

The Company will not incur overtime unless the employee goes over the regular scheduled hours for that day, i.e. over eight (8) hour shift, ten (10) hour shift, etc.

No employee shall be eligible for a shift trade if they have worked, or will work, a shift of eight (8) hours before the trade shift, or after the trade shift.

Employees who are CTX certified and are scheduled to do CTX, can only give away shifts to other employees who are CTX certified.

If an employee fails to work the giveaway shift(s), only the employee who didn't show up for work will lose their shift exchange privileges for thirty (30) days.

AGREED TO ON MAY 25, 2005:

| FOR THE COMPANY: | FOR THE UNION: |
|-------------------------|-----------------------|
| Tony Porter | Mike Clegg |
| Randy Andreachuk | Rajib Roy |