

COLLECTIVE AGREEMENT

BETWEEN

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 **TBI** Airport Management Inc.

AND

2002
CAW TCA
CANADA

Airline Local 2002

Effective
March 22, 2005 to March 21, 2008

13555(01)

ARTICLE I Memorandum of Settlement

MEMORANDUM OF SETTLEMENT

Between

**National Automobile, Aerospace, Transportation and General Workers
Union of Canada (CAW-Canada) and Its Local 2002**

And

TBI Canada

The parties hereto agree that the Union Bargaining Committee unanimously **will** recommend to the bargaining unit the following terms and conditions in the tentative settlement, subject to ratification by membership.

1. All language issues as attached - marked "A".
2. **All** monetary issues as attached - marked "B".
3. **All** benefit issues as attached - marked "C".
4. The terms of the Collective Agreement is from March 22, 2005 to March 21, 2008.
5. All employees will receive retroactive pay from March 22, 2005.
6. All new wage rates and shift premiums effective March 22, 2005.
7. \$500.00 bonus will be paid upon ratification to all employees in the bargaining unit by separate cheque. \$100.00 bonus for the second year.
8. **All** other terms of the Collective Agreement to be effective on March 22, 2005.

FOR THE UNION

FOR THE COMPANY

Dated this 26th day of April, 2005.

ARTICLE 2 – Effective Dates and Duration of Contract

This agreement shall become effective on March 22, 2005 and shall remain in full force and effect through midnight the 21st day of March 2008, and each year thereafter unless written notice of intent to terminate or desired modification is sent by certified mail at least 30 days, but not more than 90 days prior to the expiration date by either of the parties hereto.

ARTICLE 3 – General Conditions of the Contract

3.01 Recognition

The Company recognizes the Union as the exclusive bargaining agent during the term of this Agreement in all matters pertaining to wages, hours of work and working conditions for those employees in the bargaining unit; that is, all employees of the Company working at Toronto Pearson International Airport at Mississauga, save and except supervisors, those above rank of supervisor, administrative, office and clerical staff.

3.02 Purpose

This Agreement is entered into by the parties in order to provide for orderly collective bargaining relations between the Company and the Union. It is the desire of all parties to this Agreement to cooperate in maintaining harmonious relations between the Company and the Union; to provide an amicable method of settling differences or grievances which may arise with respect to matters covered by this Agreement; and to establish standards of wages, hours of work and other conditions of employment for the parties who are subject to the provisions of this Agreement.

3.03 Non-Discrimination

The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, religion, colour, age, sex, sexual orientation, national or ethnic origin, union participation or activity, handicap or marital status. The Company will adhere to the Canadian Human Rights Act.

3.04 Contracting Out In/Out

No bargaining unit employee shall be laid off, on layoff, or terminated or have his or her hours of work reduced as a result of the Company's contracting in or out any of its work or services.

3.05 Strikes and Lockouts

The Company and the Union agree to be bound by the provisions of the Canada Labour Code in respect of strikes and lockouts.

3.06 Bargaining Unit Work

The Company and the Union agree that managers or supervisors shall not perform work that is normally performed by members of the Bargaining Unit, except if:

- a) instructing employees;
- b) training employees;
- c) Where a situation calls for immediate action and which could not be preplanned for, supervisory/management personnel may perform bargaining unit work. Such situations will not result in a staff reduction or reduction in normal hours of work. Prior to supervisory personnel undertaking bargaining unit work, the Company must exhaust the overtime process.

3.07 Printing of the Collective Agreement

The Company agrees to pay fifty percent (50%) of the cost of printing the Collective Agreement and benefit books, subject to agreement between the Company and the Union on the total cost of printing to be performed by a mutually agreed upon printer. The Collective Agreement will be distributed within four months of ratification.

ARTICLE 4- Management Rights

The Union recognizes and affirms that the management of the Company and its business and operations, and the direction of its employees, are fixed exclusively in the Company except as limited by the Agreement. The Union acknowledges that it is the right of the Company to:

- a) hire, promote, transfer, demote or layoff employees;
- b) suspend, discipline, or discharge employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided;
- c) operate and manage its business in all respects in accordance with its commitments;
- d) maintain order, discipline and efficiency; and
- e) make, alter and enforce reasonable rules and regulations, policies and practices. Any changes in such rules and regulations, policies and practices made by the Company shall not be inconsistent with the provisions of this Agreement.

The Company shall not exercise its management rights arbitrarily or in bad faith.

ARTICLE 5 - Union Rights

5.01 Union Representation

1. The Company acknowledges the right of the Union to appoint or elect a Bargaining Committee of four **(4)** members, one of whom will be the Chairperson, and one of whom will be a skilled trades person. The Chairperson will work in his or her regular classification of a regularly scheduled day shift, Monday to Friday, forty **(40)** hours per week. The Chairperson will be allowed two (2) days per week for Union work in the office. Every Wednesday and Friday will be scheduled for Union business.
2. The Company acknowledges the right of the Union to appoint or otherwise elect eight (8) Union Vice-Chair Persons. The Union has the right to appoint or elect one additional Vice-Chair Person for every additional fifty (50) bargaining unit members. The Union **shall** notify the Company in writing of the names and jurisdictions of its Vice-Chair Persons.
3. The Company recognizes the Bargaining Committee and Union Vice-Chair Persons as representing the Union and employees in processing grievances arising out of the Collective Agreement.
4. When an employee is reprimanded, disciplined, suspended or discharged **he/she** shall have a union representative present. An employee shall only be reprimanded, disciplined, suspended or discharged in the presence of his/her union representative.

The employee shall be given written reasons for reprimand, discipline, suspension or discharge at the time of the action is taken. A copy of such reasons shall be given to the employee's union representative at the same time.

5.02 Union Business

1. The Union recognizes and agrees that Vice-Chair Persons and Bargaining Committee members have regular duties to perform in connection with their employment. Only such time as is reasonably necessary will be spent by such persons during working hours to attend to the business of administering the Collective Agreement.
2. Before leaving his or her regular duties to investigate or process a grievance or otherwise attend to the business of administering the Collective Agreement, the Vice-Chair Persons and Bargaining Committee members must first obtain permission of his or her supervisor or designate. The supervisor's permission will not be unreasonably withheld. Not more than one Bargaining Committee member or Vice-Chair Person shall have authority to attempt to investigate any single incident at any time.

3. The Company will compensate Union Vice-Chair Persons or Bargaining Committee members at straight time for their time spent during working hours dealing with employee grievances or administering the Collective Agreement.

5.03 Bulletin Boards

The Company shall provide bulletin boards in ten (10) work areas identified by the union, for the purpose of posting notices for the Union, provided all notices are to be first approved by the Manager of Human Resources in writing before posting.

5.04 Union Information for New Employees

The Company agrees that a Union Representative will be given an opportunity to meet with each new employee during regular hours, without **loss** of pay, for fifteen (15) minutes at sometime during the first week of employment for the purpose for acquainting the new employee with the duties of union membership and the employee's responsibilities and obligations to the Company and the Union.

5.05 Office Accommodation

The Company shall provide the Chairperson with a reasonable office and office facilities including desk, chairs, filing cabinets and telephone. The Company shall pay for the long distance calls as they relate to union business and subject to company policy.

The Company will make available to the Chairperson the use of a share fax machine and copier for the completion of Union business.

5.06 Union Security and Check-off

- **All** current employees who have not done so and all new employees, will be required to sign an application for membership and authorization for check-off of dues and initiation fees on such form to be supplied by the Union to the Company.
2. All dues and initiation fees deducted must be remitted to the local union financial secretary within five (5) days of the deduction, along with a list of names and the amount of each deduction.
 3. The Company will list those members who did not have union dues deducted, and the reason why no deduction took place.
 4. The financial secretary of the local union will notify the Company of any change in the amount of union dues and/or initiation fees to be deducted in line with the constitutional requirements of the National Union.
 5. The amount of the union dues shall be two (2) hours, twenty (20) minutes straight time per month and a ten (10) dollar initiation fee for new employees **as** per CAW constitution. Initiation fees are subject to change according to the Union Local 2002 By-laws.

6. This article does not apply to any employee(s) who establishes entitlement to an exemption pursuant to the provisions of the **Canada Labour Code**.
7. The Union agrees to identify and save the Company harmless against any claim or liability arising out of the application of this article, except for any claim or liability for an error committed by the Company.
8. The Company agrees to include on the employees' T4 slips, for income tax purposes, the total union dues paid for the year.
9. **As** a condition of employment all present employees shall become and remain members of the Union. **As** a condition of employment, all new employees shall be required to join the Union upon commencement of employment, and shall remain members of the Union.

5.07 Union Information

The Company agrees to add the chairperson to a mailing list, whereby he or she will receive copies of notices of appointments of personnel to the positions of supervisor, manager, or other persons with authority and who may have jurisdiction over members of the Union.

The Company recognizes and agrees to provide the Union District Chairperson with any new hire employee on an official form. The Company further agrees to provide this form no later than the following working day the employee is hired with the following information:

- employee's name;
- address;
- telephone number;
- date of hire;
- company seniority date;
- employee's number;
- classification.

The Company agrees to furnish the Union with the following information:

- a) Updated address, names and telephone numbers, twice yearly, to the Union chairperson, a copy of such list will also be provided the Local 2002 office.
- b) **A** monthly status change report of bargaining unit employees identifying the following:
 - reclassification;
 - formal leave;
 - transfer out of bargaining unit;
 - new hires.

5.08 Union Election

The Company agrees that, during the term of the Agreement, the election of officers of the union may be conducted on Company premises under the following guidelines:

1. Actual voting shall take place during lunch periods or prior to commencement of a shift.
2. Time required by the election committee will be at the Union's expense.
3. It is understood that all elections shall take place outside of working hours. (e.g. before commencement of shift and during lunch periods)

5.09 Attendance of National Representative

A national representative or representatives of the National Union may be present and may participate in any meetings between the Union and the Company.

ARTICLE 6- Employee Status

6.01 Probationary Employees

Any employee entering into service with the Company shall be a probationary employee for a period of ninety (90) calendar days. Probationary employees may be terminated at any time during their first ninety (90) calendar days of employment. A probationary employee released by the company during this period may grieve the termination but may not pursue the grievance to arbitration. Upon successful completion of the probationary period an employee's seniority shall be established from the first day of employment.

6.02 Full-time Employees

A full-time employee is an employee whose scheduled work hours averages forty (40) hours per week and has completed the probationary period.

6.03 Shift Relief

The role of the relief line is to cover vacations, leaves of absences listed in Article 10, and short-term disability. The relief line shall not cover short-term disability vacancies for more than four (4) weeks. The relief line will only be used to cover the above vacancies within the relief employee's given classification.

Shift relief positions will be bid as part of the normal bidding process. During the bidding process, the shift relief line will reflect the days of work, days off and the number of hours per day, but not necessarily start and stop times. Once the vacation bidding has been completed for a given classification, a core schedule will be developed, reflecting

start and stop times for the relief line. The start and stop times for the relief line will be consistent with start and stop times for existing lines within that classification.

As a result of the flexibility to the schedule of the shift relief person, a premium of seventy cents (\$0.70) will be added to their hourly rate, which becomes the employee's standard rate of pay for all compensation, while the employee remains in the relief position.

A minimum of forty-eight (**48**) hours' notice will be provided when the shift relief person's start and stop times are to be changed. For employees who are at work, written notice will be given directly to the shift relief person when his or her start and stop times change. For employees not at work, the shift relief person will be contacted personally via telephone and notified of the change.

ARTICLE 7- Grievance Procedure and Arbitration

DEFINITION OF A GRIEVANCE

A grievance shall be defined as any difference between the parties of this Agreement arising out of the interpretation, application, administration or alleged violation of this Agreement.

Policy Grievance

Where any difference arises between the Company and the Union relating to the interpretation, application, administration or alleged violation of the Collective Agreement, the Union District Chairperson or designate will discuss with Human Resources Manager or designate within five (5) working days of the learning of the issue.

If the decision of the Human Resources or designate is not satisfactory, the Union shall be entitled to file a grievance with the Human Resources or designate within five (5) working days.

Once the District Chairperson or designate determines that no satisfactory resolution will come of his or her discussions with the Human Resources Manager, but no less than five (5) days after the discussion, he or she may file a written grievance.

Submission of the Policy grievance to the Human Resources or designate shall be considered to be the second stage of the grievance procedure. The Policy grievance shall be signed by the Union District Chairperson or designate.

A meeting shall be held within five (**5**) working days from the date the grievance was presented to the Human Resources Manager or designate. The Union shall be represented at Stage 2 meeting by the Bargaining Committee. The Company shall be represented by the Human Resources Manager or designate and a senior member of management.

Group Grievance

A group grievance is defined, as resulting from a consolidation of similar complaints for more than one employee within the same classification. During the grievance meeting not more than two (2) grievors shall be present at all stages of the grievance procedure. The Union will select the two (2) grievors and notify Human Resources. Employees will then be notified of the date and time of the meeting by their management team. Human Resources will contact the Department to release those employees involved in the grievance meeting.

7.01 Grievances

An earnest effort shall be made without undue delay to settle any complaint which may arise between the Company and the Union or an employee with respect to working conditions or the interpretation, application or alleged violation of the Collective Agreement in the following manner:

7.02 Grievance Procedure

- a) An employee who has a complaint shall discuss it promptly with his/her supervisor or designate, accompanied by the Vice Chairperson or his/her Committee Person, with a view to prompt and fair adjustment. No complaint shall be considered a grievance if it is filed more than ten (10) working days after an employee became aware of the circumstances.
- b) The Supervisor or designate shall give the employee and the Vice Chairperson or Committee Person an oral reply as soon as possible, but in all cases, it shall be given within three (3) working days from the original presentation of the complaint. A work-week is defined as Monday through Friday for the purpose of this article.
- c) The employer shall take any disciplinary action, suspension or discharge within three (3) working days (Monday-Friday) of the date of the incident, subject to the availability of the stakeholders involved in the incident, that is the employee, the Supervisor/Manager, the union representative, so that a full investigation can be completed. Extensions will be granted for reasonable cause and will not be unreasonably withheld.

7.03 Stage 1:

- a) If the decision of the Supervisor or designate at the verbal stage does not settle the complaint to the satisfaction of the employee and Vice Chairperson or committee person, then the complaint shall be presented in writing (hereinafter referred to as a grievance) to the employee's Supervisor or Manager within five (5) working days from the date on which the decision at the verbal stage was rendered.
- b) The grievance shall be presented in writing on a Union approved form and shall include the name of the aggrieved employee, his /her employee number, department, the name of the Vice Chairperson or Committee Person, and a

statement of the issue(s), including the provision(s) of the Agreement allegedly violated, the date of occurrence(s), and the remedy or correction desired. The statement of the issue(s) need not be a complete narrative, but must include enough information so that the supervisor can conduct an adequate investigation into the matter.

- c) A meeting will be held within five (5) working days from the date upon which the written grievance was presented to the employee's Supervisor or Manager. The meeting will be attended by the employee, the Vice Chairperson, or Committee Person and applicable Company representatives (supervisor or manager).
- d) The Supervisor or Manager of the department shall render a written decision on the grievance form and present it to the Vice Chairpersons or the Committee Person within five (5) working days from the date of the meeting.

7.04 Stage 2:

- a) If the decision at Stage 1 does not satisfy the employee, Vice Chairperson or committee person, the grievance shall be presented by the Vice Chairperson or Committee Person to the department head or the Human Resources Manager within five (5) working days from the date on which the decision at Stage 1 was received by the Vice Chairperson or Committee Person.
- b) A meeting shall be held within five (5) working days from the date the grievance was presented to the department head or the Human Resources Manager. The Union shall be represented at Stage 2 meetings by no more than three (3) members of the Bargaining Committee. The grievor will be present at the Stage 2 meeting. The Company shall be represented by the department head and/or Human Resources Manager.
- c) The department head or Human Resources Manager shall provide the Union with his/her written explanation for the rejection on the grievance within five (5) working days from the date the Stage 2 meeting was held.
- d) Any grievance not appealed by the Union within the relevant time limits, except where the time limits have been extended by mutual agreement shall constitute a decision of the grievance in favour of the Company. However, it will be considered without prejudice. Failure of management to respond to a grievance at any stage of the grievance, except where time limits have been extended by mutual agreement, shall constitute allowance of the grievance in favour of the grievor. However, it will be considered without prejudice.
- e) Upon written request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.

7.05 Grievance Stage Advance

In the case of layoff, suspension, or discharge grievances, Stage 2 shall be invoked within five (5) working days.

7.06 Arbitration

- a) Within five (5) working days from the date of receipt of the Company's decision on a grievance in Stage 2, the Union, through the Chairperson of the Bargaining Committee, may request in writing that the grievance be referred to arbitration.
- b) The grievance shall be heard by a single arbitrator selected from the following list of Arbitrators agreed upon by the Company and the Union:
 1. Tim Armstrong
 2. Louisa Davey
 3. Dan Harris
 4. Ross Kennedy
 5. Sherry Liang
 6. Gerry Charney
 7. K.G. O'Neil
 8. Owen Shime
- c) Selection of the arbitrators appearing on the list set forth hereafter shall act in rotation and in the order in which their name appears on the list. In the event that the arbitrator selected in accordance with this procedure **is** unable to act as the arbitrator within sixty (60) days, the case will be referred to the next named arbitrator on the list.
- d) The Arbitrator shall not have jurisdiction to alter or change any of the provisions of the Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by the Agreement. The arbitrator shall have the powers vested in him or her by the *Canada Labour Code*.
- e) The decision of the Arbitrator shall be final and binding on the Company, the Union and the grievor(s). The Arbitrator's expenses shall be borne in equal shares by the Company and the Union. Each party shall bear its own expenses with respect to its own witnesses.

7.07 Disciplinary Notice

Any disciplinary notice shall be removed from the employee's personnel file by the Company after twelve (12) months have elapsed since the disciplinary action was taken, provided that there has been no further disciplinary action taken against the employee during this period.

ICLE 8 - Layoff, call and Promotion

8.01 Layoff

1. Employees who have acquired job classification seniority rights in accordance with this Agreement shall not be laid off unless all temporary, contract, probationary, and part-time employees in the same job classification have been laid off.
2. Employees who have acquired seniority rights in accordance with this Agreement shall be scheduled for layoff within the affected job classification in reverse order by job classification seniority. Employees shall be recalled to work in reverse order by job classification seniority. Employees shall be recalled to work, in order of their seniority in the job classification, provided they are qualified to do the work available.
3. In the event that more than one employee is hired on the same date, the employee holding the lowest employee number shall be deemed to possess the highest Company seniority.
4. The Bargaining Committee and Chairperson will be retained in their job classifications during their respective terms of office, notwithstanding their position on the seniority list, provided the Company has work available in their job classification which they are qualified to perform.
5. In the case of a general layoff of full-time employees due to curtailment of staff, where such layoff is to exceed two (2) weeks, the Company will provide affected employees and the Union Chairperson with at least five (5) working days' notice of the layoff.
6. If a laid off employee fails to report to work within fourteen (**14**) calendar days, following the date on which the Company sent a notice of recall by registered mail to the employee, at the last address filed with the Company, the employee shall not be entitled to that job. Such notice shall be copied to the Chairperson. Failure on the part of the employee to keep the Company advised of the current address shall relieve the Company of any responsibility for notification under this Agreement.
7. The Company will provide the chairperson of the Bargaining Committee with a list of employees to be laid off or recalled within five (**5**) calendar days of the layoff or recall.
8. Employees on layoff may apply for any job vacancy arising out of a job posting provided they have the qualifications, skills and ability.

8.02 Technological Change

1. The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.

2. Whenever the Company proposes to effect a technological change that is likely to affect either the terms and condition or the security of employment of a significant number of employees, the Company shall give notice of the technological change to the Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be implemented.
3. The notice referred to in Clause 2 shall be in writing and shall contain:
 - a) the nature of the technological change;
 - b) the date upon which the Company proposes to effect the technological change;
 - c) the approximate number and position of employees likely to be affected by the technological change; and
 - d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.
4. Once the Company has given the Union the notice described in Clause 2 the Company shall, on request of the Union, provide the Union with a statement in writing setting out:
 - a) a detailed description of the nature of the proposed technological change;
 - b) the names of the employees who will initially be likely to be affected by the proposed change; and that rationale for the change.
5. During the notice period described in Clause 2, the parties shall undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solution to the problems or implications arising from technological change.
6. Where an employee's position will be affected by a technological change described in the notice referred to in Clause 2 the employee will be provided reasonable training in the position as changed. Such training will be provided during the regular working hours at no cost to the employee.

8.03 Workplace Closing

In the event a full place closure or department closure occurs during the life of this agreement, the Company will notify the Union and the CAW National Union, if possible, at least six (6) months prior to the full place closure. Following such notification, the Union and the CAW National Union will have the right to discuss and explore with the Company any possible means of averting the closures. If attempts to avert the closure are not successful, Company and Union representatives will meet to negotiate the manner in which the closure is carried out in compliance with the Canada Labour Code.

8.04 Job Posting and Promotion

1. In the event of a permanent vacancy within a job classification covered by this Agreement, notice of the permanent vacancy shall be posted for seven (7) calendar days on the bulletin boards throughout the Company. Notices shall remain posted until the end of the shift following the expiry of seven (7) calendar days.
2. Probationary employees shall not be permitted to apply for jobs posted under this section.
3. Vacancies and new positions including promotions shall be filled on the basis of seniority in the bargaining unit provided the senior applicant possess the skills and ability.
4. The Company shall notify, in writing, all successful applicants within five (5) calendar days of the Company's decision.
5. The Company shall notify, in writing all unsuccessful applicants within seven (7) calendar days of its decision along with reasons why their application was unsuccessful.
6. A successful applicant for jobs posted under this section shall be given an opportunity to perform the job within a period of up to ninety (90) calendar days. If the Company determines in, its sole discretion, that the successful applicant is not qualified for the new position, the employee will revert back to his or her previous job without loss of job classification seniority. The job in question will be given to the next qualified applicant, if any, Then the Company may hire outside the bargaining unit without re-posting the available position. Within the trial period, if an internal applicant wishes to return to his/her former classification, he/she will not lose his/her previous job classification seniority.
7. After the trial period of up to ninety (90) days, the successful applicant will begin to accumulate classification seniority within the new classification form the start of the trial period.
8. Nothing herein shall prevent the Company from hiring personnel from outside the bargaining unit when no qualified employee applies for the permanent vacancy.
9. An employee who will be absent due to vacation or leave of absence, may write **an** application to Human Resources for the purpose of applying for any **job** posting that will take place during the absence.

ARTICLE 9 - Seniority

9.01 Basis of Seniority

1. Company seniority, as referred to in this agreement, shall mean length of continuous service ("service time") in the employ of the Company. Job classification seniority is the length of an employee's service in a job classification.
2. Upon successful completion of ninety (90) calendar days of the new hire's probationary period, the employee's seniority will date back to the date of hire.
3. "Service time" is defined as those days actually worked by an employee, including holiday, regular days off, and days on paid vacation. It also includes days off sick or injured if the employee returns to active payroll (provided that such time off shall not exceed twenty-four (24) months).
4. Job Classification seniority shall be considered to be a determining factor in matters affecting layoffs, recalls, shift scheduling, vacations and transfers.
5. Company seniority will be considered by the Company in applications by employees for posted permanent vacancies.
6. The Company shall post seniority lists following the implementation of this Agreement. Such seniority shall be updated each January 1 and July 1, and shall stipulate the employee number, date of hire and current employee status.
7. Any employee promoted to a position with the Company that is not covered by this Agreement will not retain his or her job classification seniority in the bargaining unit.

9.02 Loss of Seniority

An employee shall lose all seniority and his or her name shall be removed from the seniority list and employee shall cease to be employed by the Company upon occurrence of any of the following:

1. Quit or retires.
2. Three (3) consecutive days of unreported absence unless the employee has a justifiable reason for such absence.
3. Discharge for just cause where the employee is not reinstated by order of an arbitrator.
4. Failure to report for recall within fourteen (14) calendar days following the date on which the Company sent a notice to the employee.

5. An employee will maintain recall rights, for a period not to exceed thirty-six (36) months provided that severance was not paid at the time of layoff. Seniority is lost at the time severance is paid, or at the expiration of thirty-six (36) months whichever occurs first.
6. Failure to return to duty from an approved leave of absence as scheduled unless the employee has a justifiable reason for such absence.
7. Engaging in gainful employment whether as an employee or while on an approved leave of absence with a competitor of the Company or any other employer, which might pose a conflict of interest.

ARTICLE 10 - Leaves of Absence

10.01 Maternity and Parental Leave

The Canada Labour Code provides for two (2) types of leave associated with childbirth. Maternity leave applies to female employees who have completed six (6) consecutive months of continuous employment with the Company when their leave begins. Parental Leave applies to natural or adoptive parents who have completed six (6) consecutive months of continuous employment with the Company when their leave begins.

The Canada Labour Code recognizes two (2) types of parental leave; that of a female who is pregnant, and that of a parent, male or female, who becomes responsible for the care of a dependent child.

Maternity Leave

Pregnant women who have worked for their employer for at least six (6) months are entitled to:

- Seventeen (17) weeks unpaid leave, starting no earlier than eleven (11) weeks prior to the expected date of birth and ending no later than seventeen (17) weeks following the actual date of birth.

A pregnant employee cannot be forced to take leave of absence unless the employer can prove that the employee is unable to perform an essential function of her **job** and that there is no appropriate alternative job available.

Parental Leave

Natural or adoptive parents who have completed (6) six consecutive months of continual employment with an employer can each take one period of parental leave. The maximum leave period is thirty-seven (37) weeks and must be taken within fifty-two (52) weeks of the child's birth or its coming into the parent's care and custody. If both parents work for federally regulated employers, the combined leave cannot exceed twenty-four (24) weeks.

Each parent's eligibility to take parental leave is based on his or her own entitlement at the time the leave is taken. Two (2) parents who qualify for parental leave are neither required to take their share of parental leave at the same time, nor prevented from doing so.

Written Notification

Notification of an employee's intent to partake of either a maternity **or** parental leave must be given in writing to Human Resources by the employee. This notification must be received at least four **(4)** weeks in advance of the intended leave, except in emergency situations. The notice must advise the Company of the intended length of leave and a return-to-work date. The employee must also provide the Company with a certificate from a qualified medical practitioner confirming the pregnancy.

Continuation of **Benefits**

Benefit coverage continues during the leave period provided an employee pays any premiums that he or she would normally have paid. The employee is also responsible for the continuation of the taxes owing for their life insurance benefit, which is recognized as a taxable benefit by Revenue Canada.

The payments may be deducted from their final paycheck with their written permission. Alternately, monthly, post-dated cheques may be written for the amount of employee contributions equal to the number of months for which they are on leave.

If an employee chooses not to pay normal benefit contribution for the leave period then the benefits will lapse during that period. Re-application for the benefits will take place upon their return to work from the leave period. The benefit carrier reserves the right to approve or deny benefits upon a lapse of coverage.

10.02 Paid Education Leave

The Company agrees to pay into a special fund five cents (\$0.05) per hour, per employee, for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading employee skills in all aspects of Trade Union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union, CAW, and sent by the Company to the following address:

CAW Paid Education Leave Program
205 Placer Court
Toronto, ON M2H 3H9

The Company further agrees that no more than four **(4)** members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary; said leave of absence to be intermittent over a twelve **(12)** month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and

benefits during such leave. No more than two (2) employees from each classification will be permitted to take such leaves of absence at a time.

10.03 Bereavement Leave

In the event of death in the employee's immediate family (defined as spouse, child, parent, brother, sister, step-parents, parents-in-law, grandparents and grandchildren) an employee (excluding probationary employees) will be granted five (5) consecutive, regular work days off with pay at the employee's regular base hourly rate. Employees shall not be paid pursuant to this section for layoff, leave of absence or for any other period during which they would not have worked.

10.04 Court Leave

The Company shall grant the necessary leave to an employee to serve on a jury or as a witness in compliance with a subpoena. An employee required to serve as a juror or subpoenaed as a witness shall receive an amount from the Company equivalent to the difference between the employee's regular base hourly rate and any remuneration received by the employee as witness fees or for jury duty. Payment is subject to production or satisfactory evidence of attendance.

Employee shall continue to accumulate seniority during the court leave. Coverage under benefit plans shall continue for the period of the court leave, provided that the employee pays any contribution he or she would ordinarily pay.

10.05 Personal and Union Leave of Absence

1. Personal

Subject to operational requirements, leaves of absence without pay may be granted at the Company's sole discretion to employees for a period not to exceed forty-five (45) days during the year. Such discretion will not be unreasonably exercised. Such leaves must be requested, in writing, with a full explanation of that request at least fourteen (14) days in advance of the requested leave of absence, except in the case of an emergency.

2. Union

If an employee is selected to be a delegate of the Union to a Union convention, seminar, educational conference, or to attend a Union Business meeting, and such attendance requires a leave of absence, such leave of absence, without pay, shall be granted by the Company. No more than three (3) employees shall be absent from work on a union leave at any one time, except for training sessions, in which case no more than half of the Union officials will be off work at any one time. The Union will consult with the Company before setting training session dates.

Except in cases of emergency, beyond the Union's control, in the case of convention, seminar or conference, the Union shall notify the Company at least fourteen (14) days in advance that such leave of absence is requested and in the case of a Union business meeting, the Union shall notify the Company at least five (5) working days in advance. Leaves of Absence if arranged shall state the length of time the employee may be sent and such absence shall not exceed two (2) weeks.

Employees will continue to accrue seniority for the period of the leave of absence. As well, coverage under benefit plans shall continue provided the employee pays any contributions her or she would ordinarily pay.

10.06 Compassionate Care Leave

In accordance with Section 206.3 of the Canada Labour Code, an employee is entitled to a leave of absence from employment of up to eight (8) weeks to provide care or support to a family member if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from the date the certificate is issued or if the leave commenced prior to the issuance of the certificate, the day the leave was commenced. A leave of absence to provide compassionate care may only be taken in periods of not less than one week's duration.

For the purpose of this provision, a family member is defined as a spouse or common law partner of the employee (including a same-sex partner); a child of the employee or a child of the employee's spouse or common law partner; a parent of the employee or a spouse or common law partner of the parent; and any other person who is a member of a class of persons as defined as family members by Section 23.1 of the Employment Insurance Act.

ARTICLE 11 - Health and Safety

11.01 Health and Safety

1. The Company and the Union will make every effort to comply in a timely manner with all applicable legislation pertaining to the health and safety of the employees of the Company. The parties agree that they shall comply by the rules and regulations of health and safety as per Canada Labour Code.
2. The Company and the Union agree to actively promote measures to ensure the health and safety of all employees.
3. The Health and Safety Committee will have no fewer than two (2) members, one (1) representing the Union (who is elected or appointed), and one (1) representing the Company. At all times, the Health and Safety Committee, will have equal union and company representation.

4. The Health and Safety Committee shall meet during regular working hours at least once each month and, where meetings are urgently required as a result of an emergency or other special circumstances, the Committee shall meet as required.
5. The Health and Safety Committee shall have the following responsibilities:
 - a) It shall participate in all inquiries and investigations pertaining to occupational health and safety.
 - b) It shall regularly monitor programs, measures and procedures related to health and safety of employees.
 - c) It may request from the Company such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place.
 - d) It shall have full access to all government and employer reports relating to the health and safety of the employee but shall not have access to the medical record of any person except with the consent of that person.
 - e) It may establish and promote health and safety programs for the education of the employees.
 - f) It shall ensure that adequate records are kept on work place accidents, injuries, and health hazards and it shall regularly monitor data relating to those accidents injuries and hazards; and
 - g) It shall receive, consider and expeditiously dispose of complaints regarding of the health and safety of employees.
6. The Company shall post, **in** a conspicuous place or places, where they will likely come to the attention of the employees, the name and work location of the Health and Safety representative(s).
7. Safety and crew meetings will be held a minimum of once every two (2) months.

11.02 Injury on the Job

An employee injured on the job and unable to continue to work will be paid his/her regular earnings for the balance of the shift.

When an employee returns to work, the employee shall be returned, consistent with the employee's seniority to the classification and to the department in which the employee was employed at the time of the injury. If the employee classification does not exist, the employee will be returned to a classification that is comparable.

11.03 Medical Certificates

An employee will be required to produce a medical certificate from a licensed physician for any illness or injury in excess of three (3) consecutive working days. The Company will reimburse the employee for such medical certificate, only if requested.

11.04 Protective Clothing

The Company will provide employees with protective clothing and equipment as required to enable them to perform their jobs in a safe manner. The Company will provide for the purchase of safety footwear (CSA approved) one pair of safety footwear up to \$150.00 every twelve (12) months from the date of purchase. The Company will also provide for the purchase of shoes for the Passenger Information Representative employees, one (1) pair of footwear up to \$150.00 every twelve (12) months from the date of purchase. Reimbursement for such footwear will be made with receipt for purchase.

ARTICLE 12 - Vacations and Holidays

12.01 Vacation Year

The vacation year shall be from January 1st to December 31st of the calendar year, inclusive. The Company shall make suitable adjustments to vacation leave credits arising from the change in the previous method of calculations based upon an employee's anniversary date.

12.02 Carry Over

Employees are expected to take all of their vacation leave during the vacation year in which it is earned. However, an employee may carry over vacation to a maximum of one (1) week provided the employee indicates at the time of vacation selection that he/she wishes to carry over the one (1) week. That carry over must be used in the following year unless the employee has been unable to take the carried over vacation in which case the employee will be paid out the carry over.

12.03 Vacation Scheduling

1. The Company shall, subject to operational requirements, make every reasonable effort to schedule vacation leave at a time suitable to the employee's wishes. Once scheduled, the employee's vacation shall not be changed unless mutually agreed to between the Company and the employee.
2. The company shall post the schedule for the next calendar year, on October 1st.
3. Vacation preference will be given to the employee with the greater classification seniority. Selection of vacation shall not be limited to an employee's shift. The employee with the highest classification seniority will bid, and so on until each

employee has indicated their vacation preferences. The primary choice of an employee in the job classification seniority shall have precedence over the secondary choice of any other employee, regardless of seniority. Employees must notify the Company if they are carrying over one (1) week's vacation. The parties agree, "carry over" will be applied in future bidding to allow an employee to bid his/her vacation in conjunction with their vacation entitlement for the year to which it is carried.

4. Departmental bidding by employees will be completed by November 15th. The work schedule for the following year will be posted in each department by December 1st. If an employee does not bid on vacation, the Company will have the option to assign vacation periods to that employee.
5. Employees will not be permitted to trade vacation periods with other employees. Any employee who wishes to change vacation dates after the vacation schedule has been established, must first obtain Management's approval.

12.04 Vacation Entitlement

- a) Employees who have completed twelve (12) months of service and fewer than four (4) years of service will be granted two (2) weeks of vacation pay calculated at the rate of four percent (4%) of gross earnings.
- b) Employees with four (4) years of service and fewer than eight (8) years of service will be granted three (3) weeks of vacation pay calculated at the rate of six percent (6%) of gross earnings.
- c) Employees with eight (8) years of service and fewer than twelve (12) years of service will be granted four (4) weeks of vacation pay calculated at the rate of eight percent (8%) of gross earnings.
- d) Employees who have completed more than twelve (12) years of service will be granted five (5) weeks of vacation pay calculated at the rate of ten percent (10%) of gross earnings.

For purposes of calculating vacation pay, earnings are defined as employee's regular earnings, shift premium, bonus, statutory holiday overtime, double time, regular overtime and sick days.

Upon notification to the company, an employee who is injured or involved in an accident while on vacation and who qualifies for sick leave, short term disability or an alternative leave of absences, will have the remaining portion of their vacation rescheduled at a later date.

12.05 Designated Paid Holidays

1. The Company recognizes the following days as designated paid holidays:
 - e New Year's Day
 - e Good Friday
 - e Easter Monday
 - e Victoria Day
 - Canada Day
 - August Civic Holiday
 - e Labour Day
 - Thanksgiving Day
 - e Christmas Day
 - Boxing Day
2. An employee who **is** not scheduled or required to work on any of the above observed holidays (regardless of the day of the week upon which the holiday falls) is entitled to be paid the equivalent of his or her regular rate of wages for his or her normal working day. Alternatively, the employee may also receive a day off in lieu to be taken subject to operational requirements and with the permission of the employee's supervisor.

If an employee is required to work on a designated holiday, he or she will be compensated at time and a half for hours actually worked. If an employee who is not scheduled to work a designated holiday, is called in to work, such employee shall be paid double time for hours actually worked. In addition, the employee who actually works a designated holiday will be either paid his or her regular rate of wages or will receive a day off in lieu to be taken subject to operational requirements and with the permission of the employee's supervisor. Employees are entitled to a maximum of eighty (80) hours per year of statutory holiday time, to be taken either as pay or lieu days. In the event an employee falls short of the minimum requirement of 2080 hours per year, the Company will gross up the employee's hours to ensure that the 2080 hour requirement is met. Employees may bank statutory days to a maximum of forty **(40)** hours per year. If the employee has not used all of his/her statutory hours by the end of the calendar year, the employee may elect to have those hours paid out or carried over into the following year. However, an employee will not be allowed to carry over more than a total of forty **(40)** hours of combined statutory holiday and vacation hours, excluding Christmas and Boxing Day. When a statutory holiday occurs during an employee's vacation, then the employee is entitled to add in conjunction with their vacation one extra day's vacation or one day's pay, at the employee's discretion.

3. In addition to the statutory holidays listed in Section 12.05(2), the Company shall also recognize the employee's birthday as a paid holiday subject to the following:

- a) Holiday pay for the employee's birthday will be paid the equivalent of his or her regular rate of wages for his or her normal working day;
- b) If the employee's birthday falls on a regularly scheduled work day, the employee must take his/her actual birthday on the day it falls on;
- c) If the employee's birthday falls on a regularly scheduled day off, the employee must take the holiday on his/her next regularly scheduled work day;
- d) If the employee's birthday falls during his/her vacation, the employee must extend his/her vacation by one (1) day; and
- e) If the employee's birthday falls on a statutory holiday, the employee must take the birthday holiday on his/her next regularly scheduled work day;
- f) The employee must give his/her supervisor thirty (30) days notice of his/her intention to take their birthday as a holiday.

ARTICLE 13 - Hours of Work

13.01 Hours of Work

The provisions of this article are intended only to provide a basis for determining the hours of work for which an employee shall be entitled to be paid overtime rates and shall not be constructed as a guarantee of any specified number hours of work either by day or by week.

1. The Company shall schedule the hours of work and establish shift schedules for all bargaining unit employees, as follows:
 - a) The work-week is defined as five (5) working days of eight and one half (8½) hour periods. The hours of work are exclusive of one (1) half-hour (1/2) unpaid lunch, and inclusive of two (2) fifteen (15) minute breaks.

Employees should not be interrupted during their lunch break. However, if an employee is asked to work during their lunch break, they will be compensated at time and a half.

b) Irregular Shift

Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five full days, provided that employees work two thousand and eighty (2080) hours a year. The regularly scheduled hours worked by employees on an irregular shift will not exceed eighty-eight (88) hours in two (2) weeks. The hours of work are exclusive of one-half hour unpaid meal period, and inclusive of two (2) fifteen (15) minute paid breaks. For each four (4) hour block of

time worked in excess of eight (8) hours in a day, an employee will be entitled to one additional fifteen (15) minute paid break.

Employees should not be interrupted during their lunch break. However, if an employee is asked to work during their lunch break, they will be compensated at time and a half.

2. The Company shall schedule at least *two* (2) consecutive day of rest at a time.

13.02 Scheduling

1. When the Company proposes an irregular shift schedule, it shall comply with the wishes of the majority of the employees affected by the proposal. The Company must notify the Union prior to consulting with the employees.
2. The Company shall schedule hours of work for all employees. Subject to major operational requirements the Company shall arrange schedules which will remain in effect for a period of twelve (12) months. Working schedules shall be posted on the bulletin board in each department at least thirty (30) days in advance of the starting date of the new calendar year.
3. An employee shall be given at least fourteen (14) calendar days notice if he or she is required by the Company to change from one shift to another unless mutually agreed upon by the Company and Union.
4. a) For the process of any schedule, any employee requesting a permanent shift, other than a day shift, will have the opportunity to submit a written request ten (10) days prior to October 1st, between September 21st to September 30th.
b) If an employee makes a written request for a permanent shift it will be incorporated into the following year's schedule for the affected classification. The schedule will be bid for in classification seniority order.
c) If any employee has submitted a written request for a permanent shift during the last ten (10) days of September, then they must select that line during the selection process, provided that that line remains unselected.
5. Subsections (3) and (4) of this provision do not apply to employees assigned to a relief position.

13.03 Training During Working Hours

Training, re-training shall be given to employees during regular working hours. In the event that training or re-training is given outside regular working hours, employees shall be paid at the applicable overtime rates.

13.04 Overtime Equalization

When overtime work is scheduled by the Company, it shall be distributed in an equalized manner amongst the employees in the classification usually performing such work. The Company retains the exclusive right to determine when an overtime opportunity will be performed. The Company recognizes the equity of maintaining minimum differentials in the overtime hours amongst all employees within the classification.

13.05 Availability

1. The opportunity for overtime work shall first be offered to employees within the classification who are at work at the time of the scheduling, and thereafter to employees within the classification who are not at work at the time of the scheduling. If no employee volunteers for the overtime assignment, the Company has the right to offer the overtime opportunity to employees in another classification.
2. Where the overtime opportunity is mistakenly given to an employee outside the classification because the Company did not canvas all available employees in the classification where the opportunity arose, the employee who should have received the overtime opportunity shall be paid as if he or she had worked the overtime opportunity.
3. The employee(s) with the least credited overtime hours in the classification will be offered the overtime opportunity first.
4. An employee who is absent from work at the time of the scheduling will not be considered available for the overtime opportunity. Should the employee return to his or her work prior to the end of the shift in which the overtime opportunity was scheduled, he or she shall be considered for the overtime opportunity.
5. If no employee volunteers to accept the overtime hours, the Company shall have the right to assign overtime to qualified employees who possess the least seniority until the necessary complement is reached. If required to work mandatory overtime a meal ticket valued at twenty dollars (\$20.00) will be provided.
6. An employee placed on an overtime roster because of hire, recall or transfer in the classification is to be charged with the average number of hours assigned the employees within the same classification. The average number of hours shall be determined by totalling the number of overtime hours charged to a classification in the department roster and dividing the total number of employees on the roster that are in the classification.
7. The Company has the right to take into consideration the safety aspect of scheduling overtime.

8. **As** long as full-time employees are available and willing to work the overtime as required, probationary employees will not be allowed to work overtime until they have completed the first forty-five (**45**) days of employment. Thereafter, they will be available for overtime as long as the employee has acquired the skills and ability to perform the assigned duties related to their classification. Among those employees who have completed between forty-six (46) and ninety (90) days of employment with the Company and who are deemed to have the skills and ability to perform the assigned duties related to their classification, overtime shall be offered in an equalized manner amongst the employees in the classification usually performing that work. At the completion of an employee's probationary period, they will be added to the overtime roster.

13.06 Recording

1. All overtime hours worked or refused by an employee in the classification will be charged to an employee's respective overtime roster.
2. The foregoing shall not apply to an employee who *is* absent from work for any reason at the time for scheduling or where absence is because of vacation or bereavement.
3. If an employee fails to report for an assigned overtime opportunity he or she shall be charged on his or her respective overtime roster as if he or she had worked the opportunity.
4. The overtime roster will be maintained by classification within the department and will be openly displayed in the work area so that employees may check their respective standing.
5. When recording overtime hours, the following codes will be used:
 - W- worked overtime opportunity;
 - R- refused to work overtime opportunity;
 - U- unable to work overtime opportunity;
 - S- scheduled to work overtime, but did not report to work.
6. Employees will not be allowed to work more than sixteen (**16**) hours consecutive in any day.
7. At the end of the calendar year, the accumulated overtime hours of the employee within each classification and department will be reduced to zero (0).

13.07 Remedy

If an employee alleges that he or she has been bypassed in the administration of an equal opportunity, and such allegation **is** substantiated, arrangements will be made by the Company to offer the equivalent amount of overtime within a one (**1**) month period

from the date of complaint, or pay the employee the amount owed as if she or he had worked the overtime opportunity.

13.08 Payment of Overtime

1. Overtime is compensated at the rate of time and one-half (1½) for any hours worked in excess of the regular shift workday established for full-time employees.
2. Overtime is compensated at the rate of one and half (1 ½) times the regular hourly rate for the hours worked on the first scheduled day off, and two (2) times the regular hourly rate for any hours worked thereafter within the same group of regular scheduled days off. A “group” of regular scheduled days off is defined as consecutive days between regularly scheduled workdays.
3. Overtime must be pre-authorized in order to be compensated.

13.09 Call Back Pay

A full-time, employee called back to work by the Company during hours other than the employee’s scheduled work shift, having clocked out prior to the start of the next scheduled shift, shall be paid a minimum of four (4) hours at the applicable overtime rate.

13.10 Re-Bidding of Vacant Lines

Bidding of open lines throughout the year must deal with operational vacancies as they occur. When a vacancy occurs, the Company shall post a notice advising Employees within that classification that the line or lines is(are) now available and that bidding will occur on a specific date. Qualified employees will have five (5) working days to indicate their interest in participating in the bid. For the purposes of this Article, working days is defined as Monday through Friday, excluding statutory holidays.

Each employee wishing to participate in the bidding process must complete a Selection Form and return this completed form to the department supervisor/manager within the five (5) working day period. When an employee elects to participate in the bidding process, his or her current line is also included in the open bid. Upon receipt of an employee’s selection form, the supervisor/manager shall forward a copy to the Union Chairperson.

An employee who will be absent due to vacation or a leave of absence may complete a proxy Selection form prior to his or her departure, indicating his or her desire to participate in an open bid. The form is to be given to Human Resources, who will then forward a copy to the Union Chairperson. The form shall provide a telephone number and/or an e-mail address where the employee may be contacted during their absence.

If, during the employee’s absence, a line becomes available, a representative from Human Resources and a Union representative together shall either telephone or e-mail the employee with the details of the vacant line. The employee will then have five (5)

working days to affirmatively indicate their interest to Human Resources of their intent to participate in the bidding process.

At the close of the five (5) working day period, the vacant line(s) will be filled in seniority order. All participating employees understand that their vacation may be affected depending upon the line they receive in the bidding process.

<u>SELECTION TO PARTICIPATE IN OPEN BID</u>	
This form is to advise that I am interested in participating in the bidding process for the open shift(s) in the _____ classification. I understand that by participating in the bidding process, I am also making my current line available to all employees taking part in the bid. Further, I understand that, depending upon the line I ultimately receive, my vacation may be affected.	
_____ Employee Name (print)	_____ Employee Number
_____ Employee Signature	_____ Date Submitted
If this form is to be used during my leave of absence and/or vacation, I request that be contacted to advise of any vacant lines within my classification. I may be contacted at the following telephone number and/or e-mail address:	
_____ E-Mail Address	_____ Telephone Number

ARTICLE 14 - Benefits

14.01 Benefits

- a) The Company shall make available the following benefits as mutually agreed between the Company and the Union: life insurance, accidental death and dismemberment, short term disability and dental. The employee pays the monthly premium of long-term disability coverage. With regards to health care benefits, the employee pays twenty dollars (\$20.00) per family coverage and ten dollars (\$10.00) per pay for single coverage.
- b) The insurance and health care benefits shall not be changed or modified during the life of this agreement except by negotiation and mutual agreement of both parties.

14.02 Benefit Eligibility

Eligibility is as follows:

In the first month following the completion of their probationary period, Employees will be eligible for benefit coverage as set out below:

- family coverage will include coverage for dependant children under age twenty-one (21); or under age twenty-five (25) if attending school full-time; and/or financially dependant children of any age if such child is physically or mentally disabled;
- spouse includes spouse by marriage or a person with whom an employee cohabits in a conjugal relationship for a period of a year or more, and includes same sex partner;
- during a period of lay-off, employees with one (1) or more years of seniority will have benefit coverage for the month in which he or she is laid-off, and the one (1) subsequent month;
- upon termination, all benefits cease, except the Employees may convert life insurance to an individual policy within thirty-one (31) days of termination.

14.03 Life Insurance

- Two hundred percent (200%) of annual insurable earnings, with a maximum benefit of five hundred thousand dollars (\$500,000.00).
- Spouse ten thousand dollars (\$10,000.00) and dependant children five thousand dollars (\$5,000.00).

14.04 Accidental Death and Dismemberment

- Two hundred percent (200%) of annual insurable earning with a maximum benefit of five hundred thousand dollars (\$500,000.00).

14.05 Long Term Disability

In the event of total disability, the employee is entitled to receive sixty-six and sixty-six hundredths percent (66.66%) of the employee's basic monthly earnings after the employee has exhausted his or her banked sick days and the sickness and accident plan entitlement.

While receiving long term disability the premium for the long term disability benefit will be waived.

The long term disability benefit will not continue beyond the date of the employee's death or the date on which employee reaches sixty-five (65) years of age. Long-term disability benefits will be reduced by Workers Compensation, Canada Pension Plan, or any other disability benefits to which an employee is entitled under any sick leave plan, group insurance plan, employee pension plan or government plan.

14.06 Sickness and Accident

The existing Company sickness and accident plan shall continue. Each employee who has completed the probationary period is entitled to accrue and bank eight **(8)** hours of sick time per month of seniority. The banked sick time is to be used by the employee in cases of the employee's sickness or accident. The Company will maintain a sickness and accident insurance hospitalization on the third day of sickness to up to twenty-six (26) weeks of sickness and accident benefits at seventy-five percent (75%) of their base rate. Employees will be required to exhaust their banked sick time before they are eligible to participate in the sickness and accident plan.

If an employee should return to work and is again absent because of the same disability within fourteen **(14)** working days, benefits shall continue from where they left off and there will be no waiting period.

14.07 Dental

- No deductible
- Provide coverage of basic services at one hundred percent **(100%)**; provide fifty percent (50%) coverage of major restorative including: inlays and outlays; crowns; fixed bridges; dentures; and bridge repair.
- Maximum annual coverage is two thousand dollars (\$2000.00) per person.
- Check-ups to be covered every six (6) months.
- Orthodontic rider is provided of two thousand, five hundred dollars (\$2,500.00), per lifetime, to dependent children up to the age of twenty-one **(21)**.

14.08 Drugs

Covered expenses are generic drugs, if available, dispensed by a licensed physician or dentist or licensed pharmacist on the written prescription of a licensed physician.

14.09 Vision Care

The Company will provide vision care in the amount of three-hundred dollars (\$300.00) per person every twenty-four (24) months.

Each employee and his/her dependents will receive one eye examination every twenty-four (24) months by a licensed physician or a licensed optometrist up to a maximum of eighty dollars (\$80.00), at the Company's expense.

- Family coverage will include coverage for dependant children under the age of twenty-one (**21**); or under age twenty-five (25) if attending school full time; and/or financially dependant children of any age if such child is physically or mentally disabled;
- Spouse includes spouse by marriage or a person with whom an employee cohabits in a conjugal relationship for a period of a year or more, and includes same sex partner;

14.10 Health Care

- Private hospital coverage.
- Paramedical: Provision of payment for services of licensed chiropractors, osteopaths, naturopaths, podiatrists, physiotherapists, speech therapists; and masseur, to a limit of thirty dollars (\$30.00) per visit; and for a psychologist, limited to thirty dollars (\$30.00) per half-hour for individual psychotherapy and testing; thirty-five dollars (\$35.00) per half-hour for family therapy; twenty dollars (\$20.00) per hour or group therapy; and thirty dollars (\$30.00) for all other visits.

14.11 Ambulance

Provide coverage for emergency transportation.

14.12 Private Duty Nurse

Provide coverage to a maximum of ten thousand dollars (**\$10,000.00**) per person, lifetime.

14.13 Outside of Canada/Province Coverage

Provide coverage to a maximum of fifty thousand dollars (\$50,000.00) per person, per year.

14.14 Hearing Aid

Provide coverage of four hundred dollars (\$400.00) every four **(4)** years, including replacement of batteries and repairs.

14.15 Orthopaedic Shoes

Provide customize orthopaedic shoes, provided such shoes are recommended for the person by a licensed physician or podiatrist.

14.16 Emergency Dental

Provided if treatment is required as a direct result of an accidental injury to natural teeth. This coverage is in addition to the maximum annual dental coverage.

14.17 Nursing Home

Coverage for employees to be provided of twenty-five dollars (\$25.00) per day in a chronic care facility, to maximum of one **(1)** year.

14.18 Pension

The Pension Plan, known as TBI Canada Pension Plan, in existence at the signing of this Agreement shall apply during the term of this Agreement, subject to the term and/or conditions of provincial or federal legislation. Pursuant to this defined contribution pension plan, the Employer contributes to the Pension Plan, five (5) percent of the employee's base salary per year.

ARTICLE 15 - Wages

15.01 Wage Rules

No wage rate of pay will be adjusted, either upward or downward, during the life of this Agreement except by mutual agreement between the Union and the Company.

No employee shall suffer a reduction in his or her wage rate of pay as a result of the new wage schedule in this Agreement. Schedule A will be a part of this Agreement.

Wages for production employees will be increased by \$0.65 in the first year of the contract and by \$0.80 in the 2nd and 3rd year of the contract.

Wages for skill trades employees will be increased by \$0.80 in the first year of the contract and \$0.90 in the 2nd and 3rd year of the contract.

Wage Rates: Schedule A

Classification	Year 1, March 22, 2005	Year 1, March 22, 2006	Year 1, March 22, 2007
Apron Coordinators	\$24.90	\$25.70	\$26.50
Baggage System Operator (Class 1)	\$16.90	\$17.70	\$18.50
Baggage System Operator (Class 2)	\$17.40	\$18.20	\$19.00
BMAP Technicians	\$22.40	\$23.20	\$24.00
Cleaners	\$14.90	\$15.70	\$16.50
Drafting Technician	\$22.65	\$23.45	\$24.25
Driver/Operator	\$16.90	\$17.70	\$18.50
Electricians	\$30.00	\$30.90	\$31.80
Mechanics	\$30.00	\$30.90	\$31.80
Passenger Information	\$16.90	\$17.70	\$18.50
Plumbers	\$30.00	\$30.90	\$31.80
Stores Clerks	\$18.40	\$19.20	\$20.00
Technical Coordinators	\$18.40	\$19.20	\$20.00

15.02 Shift Premiums

An employee required to work various shifts is eligible to receive a shift differential premium in accordance with hours worked.

A shift starting between 0500 and 1259 is a day shift. Employees working a day shift will be compensated at straight time.

A shift starting between 1300 and 1959 is an afternoon shift. Employees working an afternoon shift will be compensated at straight time plus a shift differential of sixty-five cents (\$0.65) per hour.

A shift starting between 2000 and 0459 is a night shift. Employees working a night shift will be compensated at straight time plus a shift differential of seventy cents (\$0.70).

15.03 Trade Licenses

If an employee is required to upgrade or renew a license required by the **Company** for the job, the Company shall reimburse to the employee the applicable license fees, but no penalties associated with late renewals.

15.04 Repotting in Pay

Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report will receive a minimum of four **(4)** hours pay at the applicable hourly rate.

15.05 New Job Classification

If the Company wishes to introduce new job classifications, the Company agrees to submit to the Union a job description and wage rate of the new classification. The Company agrees to discuss with the Union the new rate and classification. If the Company and the Union are unable to reach agreement, the Union may file a grievance, In the event that the grievance is not settled, the Union may proceed to arbitration, provided however that the arbitrator shall have jurisdiction only to determine the said rate.

15.06 Skilled Trades

1. The provisions of this Agreement shall apply to employees in the designated skilled trades.
2. For identification purposes only, the designated skilled trades covered under this Appendix are:
 - Electrician
 - Construction and maintenance; and,
 - Industrial.
 - Plumber;
 - Plumber, Pipefitter; and,
 - Steamfitter.
 - Mechanic
 - Millwright mechanic;
 - Heating, ventilation and air conditioning mechanic; and,
 - Motor mechanic.
3. Entry into the designated skilled trades shall be restricted to persons who provide documents proving their claim to journeyman status both to the Company and the Union skilled trades committee person.
4. A journeyman in any of the designated skilled trades shall mean any person who: (a) has served an apprenticeship of four **(4)** years – eight thousand (8000) hours, and possesses proof or such apprenticeship service; or (b) has eight **(8)** years practical and general experience covering all phases of the apprenticeship course applicable to the trade in which he or she claims journeyman status.
5. The Union may appoint or elect, and the Company shall recognize; a skilled trades committee person.

6. The Company agrees to deduct the sum of one half-hour per year as dues to the CAW Skilled Trades Council, from employees hired or transferred to a skilled trades classification. Such deduction shall be made at the same time as regular union dues and thereafter on a regular basis in January. These deductions, along with the names of the employees, shall be remitted to the financial secretary of the local union.
7. Trade journeymen will be laid off in reverse order of trade classification seniority. When work is again available, trade journeymen shall be called back in order of their classification seniority.
8. New trade journeymen shall have seniority in their trade only as from the date of entry into the trade.
9. Non-skilled trades people will not carry seniority in the trades or classification listed above nor will the designated skilled trades people exercise seniority into the non skilled trade areas.
10. The Company shall supply all tools required for the job to all skilled trades employees. No skilled trades employee will be allowed to bring their own tools to the workplace. When a skilled trades employee ceases employment with the Company, he/she shall return all tools to the Company. The Company shall replace all tools when they are damaged, stolen, or lost on the job with equal or better quality tools.

ARTICLE 16 – General Provisions

16.01 Uniforms

The clothing items listed below, where required, will be furnished **at** no cost to the employee by the Company. Replacements will be made as required by Company, based on wear and tear damage.

For the PIR classification, The Company will be responsible to clean employee's uniforms, and the employees will be responsible to clean their shirts/blouses. Otherwise, the Company will arrange for the cleaning of the clothing items provided, at no cost to the employee.

PIR	TBI Canada
Blazer	2
Vest	2
Skirts/Pants	4
Blouses/Shirts	7
Scarves	3
Maternity Dresses (as required)	4
Parka for Winter	1
Parka for Spring	1

BSO	TBI Canada
Jackets	2
Pants	7
Shirts	11
Coveralls	2
Bomber Jacket	1
Windbreaker	1
Provide short-sleeve shirt for summer	1

Driver/Operator	TBI Canada
Jackets	2
Pants	5
Shirts	5
Winter Coveralls	As required
Coveralls	As required
Parka	1

Skilled Trades	TBI Canada
Jackets	2
Pants	7
Shirt	11
Coveralls	3
Winter Coveralls	2
Parka	1

BMAP	TBI Canada
Jackets	2
Pants	7
Shirts	11
Coveralls	3
Winter Coveralls	1
Parka	1

Cleaner	TBI Canada
Jackets	2
Pants	5
Shirts	11
Winter Coveralls	1
Parka	1

16.02 Day of Mourning

The Company agrees to allow employees one **(1)** minute silence at 11:00 am on April 28th of each year in observance of those workers killed on the job.

16.03 Parking Privileges

The Company will keep current practice of parking for all bargaining unit employees.

16.04 Social Justice Fund

The Company agrees to pay into a special fund three cents (\$0.03) per hour per employee for all compensated hours for the purpose of contributing to the CAW Social Justice Fund. The Fund is a registered non-profit charity, which contributes to Canadian and International non-partisan, non-governmental, belief and development organizations. Such monies are to be paid on a quarterly basis into the Fund established by its Board of Directors and sent by the Company to the following address:

CAW Social Justice Fund
 205 Placer Court
 Willowdale, Ontario M2H 3H9

16.05 Shift Exchanges

Employees may arrange for another employee to work their shift subject to the supervisor's approval, consistent with the following:

The employee covering the shift must be qualified and capable of performing the work.

The employee who agrees to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule for that pay period.

All shift exchanges must be in writing with a minimum of forty-eight (48) hours' notice. Shift exchanges not approved by management will be explained in writing on the day the shift request is presented to the Supervisor.

The individual working the shift will be compensated at straight time and any shift premiums that may apply.

The Company and the Union recognize that an employee's ability to trade shifts with other employees is acceptable. However, this provision is not intended to allow employees to give away more than thirty (30) shifts per calendar year without exchanging shifts with another employee. During any shift give away, an employee will not work for a new employer during the period of the give away.

16.06 Citizenship Leave

An employee is entitled to a paid leave at his regular rate of pay on his scheduled workday, up to four (4) hours, on the day of obtaining Canadian citizenship.

16.07 Christmas Meal

Bargaining Unit employees working on Christmas Day will be provided a Christmas meal voucher to be used during the Christmas week.

16.08 Contract Negotiations

During contract negotiations the Company will pay the Bargaining Committee all regular wages and premium rates where applied.

The Union will reimburse the Company at fifty percent (50%) straight time and benefit allocation during 2008 labour contract negotiations.

16.09 Apprenticeship Standards

The Company will adhere to the following Apprenticeship Standards in the event the Company elects to implement such a program in its Facilities Department.

Joint Apprenticeship Committee

1. The joint apprenticeship committee **will** be made up of two (2) people, one (1) company representative and the other being the skilled trades representative.
2. It shall be the duty of the Committee:

- a) To see that each perspective apprentice is interviewed and is impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive.
- b) To accept or reject applicants for apprenticeship after preliminary examination by the Human Resources Department of the Company. The acceptance or rejection of application for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure.
- c) To place apprentices under agreement.

Outside Applicants

After a preliminary check of each application by the Human Resources Department, those meeting the minimum eligibility requirements outlined below in ***Apprenticeship Eligibility Requirements*** will be turned over to the Joint Apprenticeship Committee for approval or disapproval.

Apprenticeship Eligibility Requirements

In order to be eligible for apprenticeship under these standards, the applicant must meet the following minimum requirements:

- a) Seniority employee applicants must be at least eighteen (18) years of age or older,
- b) Must have Grade 12 education or its equivalent.

Credit for Previous Experience

Credit for previous hours or experience will be in accordance with the Government Apprenticeship Boards standards.

Grace Period

The first 90 days of employment for every apprentice shall be grace period. During this grace period, the apprentice, if he/she is a seniority transferee, may elect to return to his/her previous occupation if spot is available and the Joint Apprenticeship Committee will cancel his/her apprentice agreement. The Registration Agencies shall be advised of all such cancellations. An apprentice shall acquire seniority in the Journeymen/women's classification only when they have completed their apprenticeship and acquired their Certificate of Qualifications.

Hours of Work

An apprentice shall work the same hours during the contractual workweek and will be subjected to the same conditions as the skilled workers of his/her trade employed by the Company. Apprentices may work overtime hours providing that all skilled workers of that trade in that department have been given first opportunity, also provided that they are working with a journeyman/women of the same classification. In case an apprentice

is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours worked.

The Joint Apprentice Committee may limit the hours of overtime work of an apprentice where excessive work scheduled interferes with his/her related training.

Ratio

The ratio of apprentices to journeyman/women shall be one (1) apprentice to four **(4)** journeymen/women employed in a respective trade. When a reduction in the work force occurs in a trade where apprentices are employed, apprentices first shall be laid off. The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first reinstated.

When the work force is increased in a trade, apprentices must be recalled according to trade apprentice seniority when the journeyman/woman increase permits the maintenance of the ratio used at the time of the lay-off. Thereafter, all apprentices in a trade shall be recalled before any new journeymen/women shall be hired.

Wages

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st: starting fifty-five percent (55%) of the journeyman/woman wage rate;
- 2nd: two thousand (2000) hours, sixty percent (60%) of the journeyman/woman wage rate;
- 3rd: four thousand (4000) hours, seventy-five percent (75%) of the journeyman/woman wage rate;
- 4th: six thousand (6000) hours, eighty-five **(85%)** of the journeyman/woman wage rate;
- 5th: eight thousand (8000) hours, ninety percent (90%) of the journeyman/woman wage rate;
- 6th: upon passing Certificate of Qualification one hundred percent (100%) of the journeyman/woman wage rate.

The apprentice shall be paid his/her regular hourly rate for actual school attendance, If the apprentice is sent to a Community College, Trade School or other outside school course, for any period of time, the Company agrees to make up the difference in pay he/she would have received had he/she retained in the work place.

The Company agrees to pay, on behalf of apprentices covered by this agreement, for books, registration fees and/or tuition required in connection with related training under the apprentice program.

If the apprentice is laid off, he/she may elect to continue school classes. Tuition, books, and time spent in class during such lay off period will be paid upon the return of the apprentice to the apprenticeship Program, Tuition and book receipts will be presented to the Company by the apprentice.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid upon signing the apprenticeship agreement the wage rate for the period to which such credit advances them.

Enforcement of School Attendance

In the case of failure on the part of any apprentice to fulfil his/her obligation as to school attendance, the Joint Committee may suspend or revoke his/her apprenticeship agreement and the Company hereby agrees to carry out the instructions of said committee in this respect.

The apprentice agrees to abide by such determination of such Committee.

The Registration Agencies and the Local Union, the local Board of Education, and the CAW shall be notified of any such cancellation, as this will terminate the eligibility of the apprentice as a student.

Apprenticeship Agreement

The following shall receive copies of the Apprentice Agreement:

- the Apprentice;
- the Company;
- the Joint Apprenticeship Committee;
- registration agencies; and
- the Local Union.

Modification of Standards

These Apprenticeship Standards may be amended or new schedules added at any time upon mutual agreement of the Company and the Union

Tool Replacement

Same agreement as per Journeyman/women receives as per collective bargaining agreement.

16.10 Letters of Understanding

Any letter of Understanding between the Company and the Union shall be deemed to form part of this agreement. To be valid a letter of understanding shall be identified by a heading and a number, and must be signed by representatives of both **patties** at the headquarter level.

Memorandum of Agreement #1

MEMORANDUM OF UNDERSTANDING REGARDING THE SKILLED TRADES

In the course of the 2005 collective bargaining negotiations, the Company and the Union discussed several points concerning the skilled trades employees. The purpose of this memorandum is to provide an outline of the agreed upon points.

As outlined in Article 15.06(2), there are three classifications within the skilled trades. All three classifications (electricians, mechanics and plumbers) will work within two groups: building systems maintenance/special projects ("BSM"); facilities, equipment, systems maintenance("FSEM").

Electricians, mechanics and plumbers are able to service all groups. In order to effectively manage the operation, the following points are assumed:

1. Within each classification, there will be an annual bid for a shift line in both groups. It is understood that a group may not have lines for all three classifications.
2. The shift line will determine the employee's normal reporting position throughout the year.
3. Vacation bidding for each group will be by classification within that group.
4. Shift relief positions will be utilized in accordance with Article 6.03 to cover his/her classification within a group.
5. All skilled trades classifications will be placed on the overtime roster for their respective groups.
6. The need for overtime is determined by management. When management determines that overtime is necessary, a notice of overtime will be posted in both group areas which includes a deadline date. First choice will be given to the classification within the group the overtime originated from. If no one from within that group classification signs up by the deadline, then the overtime will be granted to employees of the same classification in the other group based on the lowest hours of overtime. *If* there are no volunteers in the other group and overtime must be appointed, then overtime must be appointed within the classification of the group the overtime originated from.
7. Management will establish a training program to ensure all employees in a classification are trained on all job aspects of that classification. If a skilled trades employee bids on a line in a group in which he/she does not presently work, the employee will receive priority training.

8. In the event of emergency situations, employees may be required to work in another area to respond to the situation. Employees will be canvassed by seniority order, most senior to least senior. If no one volunteers, the least senior will be appointed. Once the situation has been adequately controlled, management will utilize the overtime process to bring in additional staff, as necessary.
9. An employee who is temporarily reassigned to assist with duties in another classification will not be disciplined for their failure to satisfactorily perform the work as a result of their lack of job knowledge in that classification.

Within their respective classification, skilled trades employees may be moved, if necessary, between the two groups. It is envisioned that this would occur for temporary increases staffing demands in either of the groups or in the event of staffing shortages. Employees will be canvassed by seniority order, most senior to least senior. If no one volunteers, the least senior will be appointed. This is not intended to be used on a regular basis.

Fred Romolo
CAW

Jeff Hatt
CAW

David Ackley
TBI Canada

Date

Date

Memorandum of Understanding #2 Between

TBI Canada
("Employer")

And

(CAW- Canada) and Its local 2002
("Union")

Break Coverage

The parties agree to provide break coverage for the Facilities Technical Coordinators, by the BSM Electrician, Mechanic, or Plumber ("BSM technician") for the purpose of monitoring the fire alarm system.

The BSM technician will, when requested, attend the Main Fire Control room or the Facilities office, whichever area is closest at the time coverage is required.

The functions to be performed by the BSM technician, while he/she monitors the fire alarm system, are as follows:

1. Acknowledge the fire alarm on the fire alarm control panel;
2. Call the STO / TSM by radio, with the relevant information regarding the alarm as seen on the control screen; and
3. Call the GTAA AOCC by telephone, also reporting the relevant information

There is no requirement to answer the phone(s) to deal with trouble calls. Those will be redirected by the technical coordinator prior to the coverage period activating.

The schedule of breaks below is not intended to be restrictive - it is meant **as** a guideline, since various emergency conditions could impact the timing of the coverage requests. The "on call" BSM technician will be called upon to provide break coverage in the following order Electrician, Mechanic, and Plumber. Breaks must be provided upon request by the Facilities Technical Coordinator unless an emergency situation prevents the BSM technician from leaving his/her current duties.

Break Coverage based on an eight **(8)** hour schedule

Day Shift (7:00am to 3:30pm)

Break 1: 9:00am
Lunch: 11:30am
Break 2: 2:00pm

Afternoon Shift (3:00pm to 11:30pm)

Break 1: 5:30pm
Lunch: 7:30pm
Break 2: 9:30pm

Night Shift (11:00pm to 7:00am)

Break 1: 1:00am
Lunch: 3:30am
Break 2: 5:30am

Break Coverage based on a twelve (12) hour schedule

Day Shift (7:00am to 7:00pm)

- Break 1: 9:00am
- Lunch: 1:30am
- Break 2: 2:00pm
- Break 3: 4:30pm

Night shift (7:00pm to 7:00am)

- Break 1: 9:00pm
- Lunch: 11:30pm
- Break 2: 2:00am
- Break 3: 4:30am

David Ackley

Munir Khalid

Date

Date

Appendix “A”

Workplace Harassment

The Company and the Union are committed to providing a work environment that is free of discrimination and unlawful harassment. Harassment can be any unwanted physical or verbal conduct that offends or humiliates another employee of the Company based on any legally protected ground, such as: sex, race, colour, national or ethnic origin, age, religion, marital status, family status, mental or physical disability, pardoned conviction, sexual orientation, membership or activities or lack of membership or activities in the Union. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

2. Harassment is defined as any improper behavior by a person employed by the Company that is directed at and offensive to another employee of the Company, and which a person knew or should have reasonably known would be unwelcome. It may include objectionable conduct, comments or displays made on either a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment to a co-worker. Neither is this policy meant to inhibit free speech or interfere with normal social relations.
3. Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual.
4. If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground, there are specific actions that may be taken to put a stop it:
 - Request that the unwanted behavior stop;
 - Inform the individual that is harassing or discriminating against you that the behavior is unwanted and unwelcome;
 - It is advisable to document the events, complete with times, dates, location, witnesses and details; and
 - Report the incident to a supervisor, manager, union representative or Human Resources.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisal from the harasser, lack of support from their work group, or disbelief by their supervisor or others. In this event, the employee may seek assistance by reporting the incident directly to any Union or Company official.

5. Upon receipt of a complaint, Human Resources will investigate the matter within five (5) working days. At the employee's discretion, a copy of the complaint will be forwarded to the Chairperson. Human Resources will then undertake a formal investigation of the complaint, beginning with an interview of the alleged victim. If requested, a Union representative may be present during the interview.

If the parties are not satisfied with the result of the initial investigation, Human Resources may appoint a special investigative team, which will include a representative from the Union. In cases of sexual harassment, involving a female employee the union will appoint a female investigator. The formal investigation may include interviewing the alleged harasser, witnesses and other persons named in the complaint. In the case of Union involvement, if there is a finding of discrimination and/or harassment, the Union agrees not to grieve the disciplinary action taken against the employee involved in the situation.

Resolution

The joint investigators will then complete a report with the findings of the investigation and a copy of the completed incident report will be forwarded to the Human Resources Manager and Chairperson, who will make a determination on an appropriate resolution. The Human Resource Manager and the Chairperson will attempt to resolve the complaint within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and the national CAW policy regarding discrimination and harassment in the workplace.

6. At the conclusion of the investigation, the complaint, if unresolved, will be inserted in the second stage of the Grievance Procedure for resolution and will follow the remainder of the grievance process, including arbitration, if necessary. The parties agree that this is an alternative complaint procedure and as such complaints should be simultaneously pursued through both the Grievance Procedure and the Human Rights Complaint procedure.
7. Employees have the legal right to raise the issue of workplace harassment without fear of reprisal. However, the pursuit of frivolous allegations has a detrimental effect on the spirit and intent for which this policy was developed and is discouraged.

Right to Refuse

A Bargaining Unit Employee alleging harassment in the workplace is encourage to use the above procedures to resolve a complaint. The Company is committed to taking all necessary precautions to ensure the safety of all employees. However, it is agreed in principle that in serious cases, including when the safety of the employee is at issue, it may be necessary for the employee to leave his/her position.

The procedure outlined above in no way precludes the complainant's right to seek action under the Canadian Human Rights Code. However, both the Company and the CAW urge employees to use this internal mechanism as outlined above before seeking alternative recourse.

Munir Khalid
CAW

David Ackley
TBI Canada

Date

Date

Dated this 26th day of April, 2005 at Toronto, Ontario

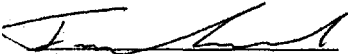
For: (CAW-Canada) and its Local 2002



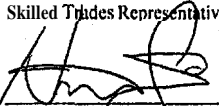
Munir Khalid
Toronto Area Director



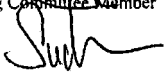
Jeff Hill
District Chairperson



Fred Romolo
Skilled Trades Representative



Nino Smargiasso
Bargaining Committee Member



Sudin Tjong
Bargaining Committee Member

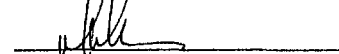
For: TBI Canada



Frank Walsh
General Manager



David Kerrigan
Deputy General Manager



David Ackley
Director of Human Resources
TBI Airport Management, Inc.

Nancy Marzil
Director, Human Resources

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