

Collective Agreement

BETWEEN



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NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA (CAW-CANADA) AND ITS LOCAL 2002

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ARTICLE 1 - RECOGNITION

- 1.02 The word Employee(s) as used in this agreement means any employee employed by the "Company" at the location hereinafter designated.
- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, for all employees of Excel Cargo Handling Services Inc., excluding managers and those above the rank of manager at Toronto, AMF, Ontario.
- 1.03 The scope of this agreement shall include the following classifications of Employees.
- a) Cargo Agents
 - b) Station Attendants

ARTICLE 2 - NO DISCRIMINATION / HARASSMENT

- 2.01 The Company and the Union agree that there will be no discrimination that adversely affects specific employees or groups of employees, based on the prohibited grounds as defined in the Canadian Human Rights Act, or acts or behavior that creates an intimidating, threatening, coercive, or hostile work environment.

The prohibitive grounds include: race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability, conviction or which a pardon has been granted.

- 2.02 Sexual Harassment, which is prohibitive and defined by the Canada Labour Code as any conduct, comment, gesture, or contact of a sexual nature likely to cause offence or humiliation to any employee. This includes anything that might, on reasonable grounds, be perceived by the employee as placing a condition of a sexual nature on employment or any opportunity for training or promotion.

ARTICLE 3 - UNION SECURITY

- 3.01 All dues deducted must be remitted to the Local Union Financial

Secretary within five (5) working days of the deductions along with a list of names and the amount of each deduction.

- 3.02 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.
- 3.03 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union Dues to be deducted in line with constitutional requirement of the National Union.
- 3.04 Union Dues: When to Deduct and Amount to be Deducted Union dues are payable from the first full pay received by the employee following the date of hire. **The amount deducted shall be that as dictated by the CAW-Canada's constitution.**

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The control and direction of the employee work force, including the right to hire, suspend or discharge for just cause, terminate, to reassign, to transfer or layoff because of lack of work or other legitimate reasons is vested solely in the Company.
- 4.02 Any of the reasonable rights, powers or authority, the Company had prior to the signing of this Agreement are retained by the Company, except those which are subject to the provisions of this Agreement.

ARTICLE 5 - DATA TO BE SUPPLIED TO UNION

- 5.01 The Company will supply to the Union **District Chairperson** with the following information at the end of every month and send a copy to the local Union office :
- 1 Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
 - 2 Employee's number and their hourly rate and classification.
 - 3 Employees transferred into or out of the Bargaining Unit.
 - 4 The number of hours worked in the month.
 - 5 Employees status (i.e. at work, on vacation, weekly sick benefits,

LTD, WSIB, retired in the month, any other leave of absence) and the date of occurrence.

6 Layoffs and recalls.

7 Employees who have lost seniority.

8 Names, addresses, and postal codes of all bargaining unit employees.

ARTICLE 6 - SENIORITY

6.01 The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Company.

6.02 Seniority will be established and maintained for all employees from date of hire.

6.03 All employees' names will appear on a seniority list as of their date of hire, including contract employees and be revised every six months and posted on Union notice boards. A copy of such list will be given to the **District Chairperson**. The Company will provide to the Local Union and the National Office an updated mailing list which shall include the name, address, phone number and postal code of all employees.

6.04 Employees will be regarded as probationary employees for the first ninety (90) calendar days of their employment, including part worked days. Seniority will start from the first date of hire and their name will appear on the Seniority List in order of the respective date of hire.

There will be a bargaining unit seniority list comprised of two classifications: a) station attendants, b) cargo agents. Bargaining unit leads will be included on their respective seniority lists. Employees transferring or posting will take their seniority to the new classification.

6.05 In the event more than one employee is hired on the same date, the Company will randomly assign each employee with a seniority code number, this number will be used in determining each employee's seniority standing, ie. Lowest seniority code number will be highest

seniority standing on such date.

ARTICLE 7 - LOSS OF SENIORITY

7.01 Seniority rights shall cease for any of the following reasons :

- 1 If an employee voluntarily quits the employ of the Company.
- 2 If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
- 3 If an employee overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days, the employee shall be subject to discipline up to and including discharge, unless the employee has a justifiable reason for such absence.
- 4 If an employee fails to report for work in accordance with a notice of recall, or within seven (7) working days after registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.
- 5 If laid off, an employee will be retained on the seniority list for a period of thirty-six (36) months or for a period of time equal to their accumulated seniority at date of layoff whichever is greater.
- 6 If an employee transfers to a position outside the bargaining unit.

ARTICLE 8 - LAYOFFS AND RECALLS

8.01 The Company will give at least seven (7) days notice to employees and the Union of any contemplated layoffs.

8.02 Whenever it becomes necessary to decrease the working force, probationary employees will be the first laid off, if further layoffs are necessary, employees with the least amount of seniority shall be laid off, by classification, provided those remaining employees with more seniority are able and willing to do the work available. In the event of such a layoff all employees will be given five (5) working days notice of the layoff.

8.03 An employee from either classification may bump if he/she is

qualified to perform the duties of the other classification, or may elect to be laid off with no loss of seniority.

- 8.04 The District Chairperson will be retained in the employ of the Company during their respective terms of office, notwithstanding their position on the seniority list, so long as the Company has work available which they are able and willing to perform.
- 8.05 Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available.
- 8.06 The Company will provide the **District Chairperson** with a list of employees to be laid off or recalled, also any cancellation of such notices.

ARTICLE 9 - WAGE ADMINISTRATION AND RATE PROTECTION

- 9.01 An employee who is upgraded shall have his/her wages adjusted on the date of such assignment.
- 9.02 An employee who is moved by the Company to a lower paying job shall maintain his/her rate of pay in effect at the time of such move for the life of the agreement. This rate protection will not apply to an employee moved from a temporary assignment, or to an employee who refuses to return to his/her formerly held job from which they were moved.
- 9.03 No job will be re-evaluated either upward or downward during the life of the agreement, except by mutual agreement.

ARTICLE 10 - JOB POSTING

- 10.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Company will post such new jobs or vacancies for a period of five (5) Working days, in order to allow bargaining unit employees to apply.
- 10.02 In filling vacancies in the cargo agent classification by a station

attendant, the employee will have thirty (30) working days to work at the job to Determine their ability to perform the work required.

- 10.03 In case the employee is not retained in the job by the Company, or the employee voluntarily elects to give up their rights to the job, providing it is within the thirty (30) day working day period mentioned in (2) above, the employee will be returned to his/her former job, and any other employee affected thereby will be returned to his/her job on a similar basis and thereafter the original job will be filled in accordance with this section of the agreement.

Employees wishing to upgrade their skills for future postings will make their intention known, in writing, to the management and Union. A program to initiate this request will be implemented as soon as possible.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 The purpose of this Article is to establish a procedure for the settlement of all grievances.
- 11.02 Any employee having a grievance may first take the matter up with his/her **Union Representative** who will discuss said complaint with the supervisor concerned.

STEP I: If the complaint is not satisfactorily resolved within twenty-four (24) hours, the committeeperson will then submit the grievance in writing, to the manager. The manager shall give his/her decision in writing to the committeeperson within five (5) working days of the receipt of the grievance.

STEP II: Should the Union be dissatisfied with the manager's decision the Union may refer the grievance to a meeting of the Union committee and representatives of management, who shall meet within five (5) days of the request for such meeting. The Union National Representative and/or the Local Union representative shall be in attendance at this meeting.

- 11.03 If management's decision is not satisfactory to the Union, it may be referred to an arbitrator, provided written notice of the party's

intention to refer the dispute to an arbitrator is given to the other party within ten (10) days after management's decision. Within five (5) days of the giving of written notice, both parties will exchange lists of three (3) proposed arbitrators. In the event that no name is common to both lists, either party may within ten (10) days after the lists have been exchanged request the Minister of Labour to appoint an arbitrator and shall provide the other party with a copy of such request. The Company and the Union will equally share the cost of the arbitrator.

- 11.04 The following special procedure shall be applicable to a grievance alleging improper discharge or suspension of an employee. The grievance may be lodged in writing through the **Union Representative** to the management within two (2) working days after the receipt of the grievance. If the decision is not satisfactory to the employee or the Union, the matter may then proceed on the giving of the prescribed notice of appeal to an impartial arbitrator selected as herein provided.
- 11.05 The term working days when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays, holidays as defined herein.
- 11.06 The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01 Upon application and one (1) week's notice, except in cases of emergency, leaves of absence will be granted employees without loss of seniority. Leaves of absence must be signed by the Company and a copy given to the Union Committee. The leave of absence will not be unreasonably denied.
- 12.02 Any employee of the Company elected or appointed to a full-time position in the Local Union or National Union, CAW will be granted a leave of absence by the Company. Such leaves will remain in effect until notice to cancel such leave is given by the Union.

- 12.03 The Company will grant a leave of absence with pay to members of the Union to attend to union business outside the workplace and will bill the Union monthly for reimbursement.
- 12.04 The **District Chairperson** shall be granted a leave of absence of one (1) day per week to attend to any business arising from this Collective Agreement, paid for by the Company. The leave of absence will not be unreasonably denied.
- 12.05 Employees who are granted a leave shall have their seniority accrue while on such leave.

ARTICLE 13 - PREGNANCY AND PARENTAL/ADOPTION LEAVE

13.01 MATERNITY LEAVE

Every employee who has completed six consecutive months of continuous employment with the employer, and provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks which leave may begin not earlier than eleven weeks prior to her confinement and end not later than seventeen weeks following the date of her actual confinement.

13.02 PARENTAL LEAVE

Every employee who has completed six consecutive months of continuous employment with the employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks to care for a newborn child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the Province in which the employee resides.

The leave of absence may only be taken during the fifty-two week (52) period beginning on the day on which the child is born or comes into the care of the employee. Aggregate leave - two employees : The aggregate amount of leave that may be taken by two employees in respect of the same birth or adoption shall not exceed thirty-seven weeks.

Aggregate leave - maternity and parental: The aggregate amount of leave that may be taken by one or two employees in respect of the same birth shall not exceed fifty-two weeks.

13.03 GENERAL

Every employee who intends to take a leave of absence from employment shall give at least four (4) weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given; and inform the employer in writing of the length of leave intended to be taken.

All other sections of the Canada Labour Code on Maternity/ Parental/Adoption Leave will apply.

- 13.04 Each of the rights, benefits, terms and conditions for pregnancy and parental leave as set out in the Employment Standards Act and Regulations as they existed on February 1, 2001, shall be minimum requirements incorporated within this Collective Agreement.
- 13.05 It is agreed that the Union and bargaining unit employees shall not be disadvantaged in any way by any amendments to the Employment Standards Act and Regulations. For greater clarity, the Collective Agreement provisions shall prevail under such conditions.
- 13.06 Where this Collective Agreement provides an employee(s) with a greater right, benefit, term or condition for pregnancy and parental leave, that specific right(s), benefit(s), term(s) or condition(s) in question in the Agreement shall prevail.
- 13.07 In the event the Employment Standards Act is amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on February 1, 2001, each of such amended provisions shall be incorporated within this Collective Agreement.
- 13.08 Benefit coverages shall be maintained for an employee on leave under this article and the employer shall continue to make the employer's contributions for such coverages.

- 13.09 An employee on leave under this article shall accrue seniority throughout his/her period of leave.
- 13.10 **Citizenship Leave**, An employee will be allowed one (1) day to attend Citizenship Court to become a Canadian citizen. The employee must schedule the day at least seven (7) days in advance and provide proof of the court set date to receive pay.
- 13.11 **Child Birth/ Adoption**, An employee will be allowed one (1) day with pay to attend to the birth or adoption of a child within thirty (30) days of the day the child is born or adopted (and comes into the care of the employee). The employee will be required to show proof of birth or adoption to receive pay.

ARTICLE 14 - PAID EDUCATION LEAVE

- 14.01 The Company agrees to pay into a special fund **Two thousand dollars (\$2000.00) per annum** for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the Company to the following address: CAW Paid Education Leave Program, 205 Placer Court, Toronto, ON M2H 3H9.
- 14.02 The Company agrees to pay into a special fund **one thousand dollars (\$1000.00) per annum for the Social Justice Fund**

ARTICLE 15 - SHIFT PREMIUM

- 15.01 An employee shall receive a special premium payment, for the performance of work commencing on or between:
- The hours of 13:00 - 19:59 at the rate of **\$0.25**.
- The hours of 20:00 - 05:59 at the rate of **\$0.35**.

ARTICLE 16 - REPORTING IN PAY

- 16.01 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.
- 16.02 Employees who have commenced the second half of their shift shall be paid for the balance of the shift.

ARTICLE 17 - INJURY ON THE JOB

- 17.01 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of illness shall be paid their regular earnings for the balance of the shift on which the injury or illness occurs.

ARTICLE 18 - JURY DUTY

- 18.01 The jury duty as per current legislation.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 Every employee is entitled to and shall be granted in the event of the death of a member of his immediate family, paid bereavement leave on any of his normal working days that occur during the **four (4)** days following the death.
- 19.02 Immediate family is defined as: spouse (including same-sex/ common-law), children of employee and spouse, parents of employee and spouse, **grandchildren**, grand-parents of employee and spouse, brothers and sisters of employees and spouse.
- 19.03 Additional leave may be granted in accordance with Article 12.

ARTICLE 20 - LUNCHROOM, WASHROOM AND FIRST AID

- 20.01 The Company shall provide for all employees a proper lunchroom with a working microwave oven and refrigerator. clean sanitary washrooms to be maintained.

ARTICLE 21 - BULLETIN BOARDS

21.01 The **Union** will have the use of two (2) bulletin boards for posting of Union notices. Such bulletin boards to be supplied by the Company.

ARTICLE 22 - PARKING

22.01 The Company will make available a suitable parking area for all employees at no cost to them.

ARTICLE 23 - PAYDAY

23.01 Pay day shall be every two (2) weeks on Thursday in the A.M. by bank deposit.

ARTICLE 24 - COPY OF AGREEMENT

24.01 Company to provide a copy of the Collective Agreement in booklet form to all employees within (60) sixty day of ratification. The cost of the booklet will be shared 50-50 by Company and Union.

24.02 The Company shall also supply an outlined brochure of all the Company paid benefits such as insurance, vision care, dental plan, pensions, legal services plan, etc.

ARTICLE 25 - STRIKES AND LOCKOUTS

25.01 Strikes and lock-outs are prohibited during the terms of the Collective Agreement except if (a) A Notice to Bargain has been given and it is in concurrence with Div. 4 Part I of the Canada Labour Code.

ARTICLE 26 - CLASSIFICATIONS AND WAGES

26.01 The Company will pay employees according to the wage and classification structure which shall be written into the Collective Agreement and form a part of the Collective Agreement.

WAGE SCHEDULE

MONTHS OF SERVICE	WAREHOUSE AGENTS	CARGO AGENTS
0 - 12 months	\$ 11.00	\$ 12.00
12 - 24 months	\$ 12.00	\$ 13.00
24 - 36 months	\$ 13.00	\$ 14.00
36 - 48 months	\$ 14.00	\$ 15.00
48 - 60 months	\$ 15.00 + 2 %	\$ 16.00
60 - 72 months		\$ 17.00 + 2 %

Wage progression \$1.00 per hour per year.

Those employees at the top or above their grids shall receive a two percent (2%) increase for each year of the contract.

Wage grids shall remain as per existing contract with the above exceptions (top level of grid)

Include into the bargaining unit to last line.

The increases will take effect on the employee's seniority anniversary date (date of hire).

ARTICLE 27 - HOURS OF WORK

27.01 The standard working week shall be 40 hours. All shifts will be inclusive of a 30 minute paid lunch.

27.02 A 6/3,4/4, or equivalent work schedule may be implemented. It is essential that the Company retain the right and responsibility for the establishment of an appropriate employee group when implementing such work schedules.

27.03 The Union scheduling committee may review the work schedule established by the Company and propose an alternate schedule. The final decision on the work schedule will remain with the Company.

There will be shift posting approximately in March and September in each year of the collective agreement. There maybe a need for a

review at other times, in the event of a significant change to the staffing need.

The Company agrees that employees may from time to time request an opportunity of exchanging shifts with other employees for their convenience, provided the employee(s) are capable performing the job.

27.04 Shifts will be bid in seniority order within the respective classification.

ARTICLE 28 - PAID REST PERIOD

28.01 The Company will schedule two (2) rest periods of fifteen (15) minutes, one in each half shift, and a fifteen (15) minute rest period prior to the commencement of any overtime of one (1) hours or more.

ARTICLE 29 - OVERTIME EQUALIZATION

29.01 Overtime will be evenly divided among those normally performing the work to be required. A list shall be posted monthly showing the hours of overtime worked by each employee.

29.02 Notice of overtime opportunities must be given at least one (1) hour before the shift ends for an extended shift.

ARTICLE 30 - OVERTIME PAY

30.01 Any work performed by an employee in excess of their daily regularly scheduled hours, in any day of his/her regular work week will be paid for at the rate of time and one-half.

30.02 All work performed on a scheduled day off will be paid for at the rate of time and one-half.

ARTICLE 31 - UNION REPRESENTATION

31.01 Union representatives other than the chairperson, shall be permitted paid time off the job to handle grievances and other related union business.

- 31.02 The Company shall recognize a committee in addition to the chair person who shall constitute the workplace committee and negotiating committee. This committee will meet with the Company to discuss and resolve grievances and other matters that either party may raise. **The union workplace committee will be in accordance with the CAW-Canada constitution.**
- 31.03 The Company shall allow paid time off the job in the preparation for negotiations, grievances, agenda meetings, arbitration hearings and negotiations.
- 31.04 The Union shall furnish the Company from time to time an update on the current Union representatives.
- 31.05 The Company upon proper notification shall grant the President of the Local and National Representatives entry into the Company workplace or offices with proper authorization.

ARTICLE 32 - WORK BY MANAGEMENT

- 32.01 Managers and all other excluded employees and outside companies will not perform any work of the bargaining unit.

ARTICLE 33 - TRANSFERS

- 33.01 Employees who are appointed or selected for a supervisory position, or for any position not subject to the provisions of this Agreement, will not be covered by the provisions of this Agreement. However, if any employee on a seniority list, covered by the Agreement, is transferred or appointed to a position outside of the bargaining unit, and later is transferred back to a position which is covered by this Agreement, then only the seniority which he/she held prior to his/her transfer shall be accredited to him/her. Employees having been employed only in positions outside the bargaining agreement shall, if subsequently employed on a job covered by this Agreement, be considered new employees for the purpose of seniority.

ARTICLE 34 - EQUIPMENT AND TOOLS

34.01 The Company agrees to continue to supply all necessary tools and equipment at no cost to the employees to ensure that a proper job is performed.

ARTICLE 35 - PROTECTIVE CLOTHING

35.01 The Company will set out its present practise, in the Collective Agreement, and pay for all safety equipment, safety shoes and devices.

35.02 The Company will also provide winter coats for all employees who require them for the performance of their daily duties.

Uniforms for warehouse employees

The Company will provide 1 uniform per year to each employee after 3 months of employment. Including 4 pants, 4 t-shirts, 2 shirts or 2 sweatshirts and 1 cap.

Uniforms for customer service

The Company will provide 1 uniform per 2 years for each employee after 3 months of employment. Including 3 pants, 5 shirts, and 1 tie. (Plus one skirt for women). **Two (2) cardigans every two (2) years.**

Safety boot allowance

The Company will provide **\$100.00** per year for the purchase of safety boots.

Rainwear will be available to employees as required for the performance of their duties.

ARTICLE 36 - ADMINISTRATION OF DISCIPLINE

36.01 A Union representative will be present during all warnings, suspension, discharge, regarding disciplinary actions. When an employee is called to an interview by a member of supervision, and the subject of the interview is discipline, the employee will be so informed before the interview and will be advised to have his/her committeeperson present, and the interview will not proceed until the committeeperson is present.

- 36.02 No written disciplinary action shall remain against an employee's record for a period longer than twelve (12) months.
- 36.03 Discipline is defined as a written warning, suspension, discharge to an employee. A copy must be given to the committee person.

ARTICLE 37 - HEALTH & SAFETY

As per the Canada Labour Code.

ARTICLE 38 - VACATIONS WITH PAY

- 38.01 Each employee will be entitled to a vacation with pay in accordance with the following schedule:
- 1 Employees with less than one (1) year seniority will receive 4% of their gross earnings.
 - 2 One (1) year but less than five (5) years' seniority, two (2) weeks vacation with eighty (80) hours pay or 4% of their gross earnings, whichever is greater.
 - 3 Five (5) years' seniority, but less than ten (10) years seniority, three (3) weeks vacation with 120 hours pay or 6% of their gross earnings, whichever is greater.
 - 4 **Ten (10) years seniority, four (4) weeks vacation with one hundred and sixty (160) hours pay or eight percent (8%) of their gross earnings, whichever is greater.**

ARTICLE 39 - HOLIDAY PAY PLAN

- 39.01 For the purpose of this agreement, the following days are paid holidays:
- New Year's Day • Civic Holiday • Labour Day • Good Friday
Thanksgiving Day • Floater Day • Victoria Day • Canada Day
Christmas Day • Boxing Day
- 39.02 All holidays shall be set out in the Agreement and shall be celebrated on a regular work day, Monday through Friday.

- 39.03 An employee having been absent within thirty (30) calendar days of the holiday will receive holiday pay. The employee must work the scheduled work day immediately preceding and following the holiday unless absent due to a verifiable illness.
- 39.04 The floater day shall be scheduled between the employee and the manager by mutual agreement. Such agreement will not be unreasonably denied.

ARTICLE 40 - BENEFITS

- 40.01 The current company benefits with a Company contribution of 100% of premiums.
- 40.02 The employer is responsible for the administration, application and provision of the benefits in this article. Any difference arising with respect to the administration, application or provision of any aspect of the benefits in this article will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

ARTICLE 41 - SICKNESS AND ACCIDENT LEAVE

- 41.01 Employees upon completion of ninety (90) calendar days of employment, shall be credited with 48 hours sick leave.

ARTICLE 42 - RRSP PLAN

- 42.01 The Employer will contribute a matching amount to a total of five hundred dollars (\$500.00) per annum.

ARTICLE 43 - TERMINATION ALLOWANCE

- 43.01 As per the Canada Labour Code.

ARTICLE 44 - NATIONAL DAY OF MOURNING

- 44.01 The Company agrees to allow employees 1 minute silence at 11:00 A.M. on April 28th of each year in observance of those workers killed on the job.

ARTICLE 45 - DURATION OF AGREEMENT

- 45.01 The agreement shall be effective from the 1st day of July, 2005 to and including the 30th day of June, 2008. Either party shall be entitled to give notice in writing to the other party as provided in the Canada Labour Code of its desire to bargain with a view to the renewal of the expiring collective agreement at any time with a period of 90 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.
- 45.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 30th day of June, 2008, for any stated period acceptable to the parties and in accordance with the Canada Labour Code.
- 45.03 If negotiations for renewal of this agreement should extend beyond the expiry date, it is agreed that the negotiated wages of the agreement will be retroactive to the termination date of the previous agreement, regardless of the date the agreement is executed.
- 45.04 It is understood that, during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.
- 45.05 Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

THE COMPANY

THE UNION

Greg Tees, General Manager

CAW Local 2002

Dated at Toronto, Ontario, this.

nkopeiu343 3 July 2002

LETTER OF UNDERSTANDING NO. 1

RE: LEADS HANDS

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

A Lead Hand will be paid an additional ten percent (10%) over and above the highest maximum rate of pay per their classification.

LETTER OF UNDERSTANDING NO. 2

Re: Plant Closure

Although not within the certification or scope of this Agreement, the Company will take into consideration a request by an employee to relocate in the event a new location is opened by the Company. (ie. Hamilton, Ontario)

Lockers and change room Upon ratification of this agreement, the company will undertake to prepare a changing/dressing area to provide privacy for changing into and out of uniforms. In addition the company will purchase lockers in the general vicinity of the changing/dressing area. The timetable for completion of this project will be provided to the union once the company has reviewed such plans with the airport and received permission and permits as required.

Human rights/ Health and Safety The Company commits to provide Human rights and work place behaviour training to all current employees within one hundred and twenty (120) days of the signing of this agreement. The Union will provide the above training subject to review, consent and arrangement with management.