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No. OF EMPLOYEES	10		
NOMBRE D'EMPLOYÉS	10		

COLLECTIVE AGREEMENT

BETWEEN:

765865 Ontario Inc. carrying on business as
DRYDEN AIR SERVICES
(hereinafter referred to as the "Employer")

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 1990**
(hereinafter referred to as "Union")

1229200

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 This agreement is made and entered into by and between Dryden Air Services, hereinafter referred to as the "Employer" and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1990, hereinafter referred to as the "Union".
- 1.02 The purpose of the Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which may arise hereunder. It is recognized that the employees covered by this Agreement undertake to work together with the Employer towards the common objective of providing the best possible service to the clients of the Employer and the public.
- 1.03 Should any part of this Agreement be rendered invalid by reason of legislation enacted by any Government in Canada, such invalidation of any part of the provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of 765865 Ontario Inc. carrying on business as Dryden Air Services at the Regina Airport in the Province of Saskatchewan, save and except: office, clerical and sales staff, students employed during the school vacation period, supervisors and those above the rank of Supervisor.
- 2.02 The Parties agree that the Employer's present practices will continue regarding non-bargaining unit employees performing the duties of employees covered by this agreement.

Without limiting the foregoing, the Union recognizes that the Employer employs one supervisor who regularly performs bargaining unit work. It is agreed that that supervisor position will not be in the bargaining unit.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The parties agree that there shall be no discrimination against any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, union membership or non-membership, nor for any other reason which is prohibited by the *Canadian Human Rights Act*.
- 3.02 The Employer and the Union will not condone sexual harassment in the workplace and will cooperate to maintain a sexual harassment free workplace. Sexual harassment is defined as a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome in that it will likely cause offence or intimidation to any employee.
- 3.03 Use in this agreement of the masculine or feminine gender shall be construed as including both male and female employees.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 During the term of this Agreement neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down, suspension of work or any other collective action against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer or any of its officers or officials engage in any lockout of employees.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 Subject to those specific limitations expressly contained in this, agreement, all rights and prerogatives of management are retained by the Employer and are the exclusive responsibility of the Employer, Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (a) Maintain order, discipline and efficiency; make, alter and enforce rules, regulations, policies and practices to be observed by the employees; discipline or discharge employees in accordance with the terms of this agreement.

- (b) Select and hire, assign, appoint, promote, demote, suspend, lay-off, recall, schedule and classify employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to operate and manage the undertaking in all respects in order to satisfy its commitments and objectives.
- (c) Determine the extent of its operations and their commencement, expansion, curtailment or discontinuance; to determine the nature and kind of business to be conducted.

5.02 All matters concerning the operation of the Employer not specifically dealt with herein shall be reserved to the Employer and shall be its sole and exclusive responsibility.

5.03 The Employer agrees that its exclusive functions set out herein shall not be exercised in a manner which is inconsistent with the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 The Employer agrees that it will deduct monthly a sum equal to regular union dues and/or any assessments from each employee in the bargaining unit. Deductions will commence on the payroll for the first pay period of the calendar month following the date of employment in the position covered by this agreement.

6.02 The Employer agrees that it will remit the total amount of such deductions to the Financial Secretary of the Local not later than the fifteenth (15th) day of each month following the month that such deductions were made. Remittance shall be accompanied by a statement of dues deductions from individual employees.

6.03 The Employer will report the amount deducted for each employee when issuing their T-4 income slips.

6.04 If the wages of any employee payable on any month-end payroll are insufficient to permit the deduction of the full amount of dues, no such

deductions will be made from the wages of such employee by the Employer in such month. The Employer shall not carry forward or deduct from any subsequent wages the dues not deducted in an earlier month.

- 6.05 The Union agrees to indemnify and save the Employer harmless with respect to all dues or their equivalent thereof so deducted and remitted and with respect to any claim or liability made against the Employer by any employee or group of employees or any other person or party arising out of the deduction of Union dues or their equivalent as herein provided.

ARTICLE 7 - RELATIONSHIP AND REPRESENTATION

Union Representation

- 7.01 The Union shall notify the Company in writing of the names of its Shop Stewards and of any changes thereof. No employee(s) will be recognized as a Steward until the Union advises the Employer, in writing, of the names of the employee(s) designated as the Steward. The Union may appoint or may otherwise select up to two (2) Stewards.
- 7.02 In order to minimize disruption in client services, and to maintain efficiency, any duties required of the Steward shall be performed where reasonably possible outside the scheduled hours of the Steward. Where a Steward is required to perform steward functions away from his scheduled hours of work he will not leave his regular duties without first obtaining permission from his Supervisor, such permission will not be unreasonably withheld and upon resuming regular duties will report to his respective Supervisor. In accordance with this understanding, the Shop Steward will not lose pay for such reasonable time spent during his regular duties.
- 7.03 The Employer agrees to recognize a bargaining committee consisting of not more than three (3) employees for the purpose of negotiating the renewal of this Collective Agreement. The Union agrees that it will not use the third bargaining committee member unless the total number of members in the bargaining unit exceeds thirty-five (35).

7.04

Union Leave

- (a) **Time off, without pay, for Union Business shall be granted by the Employer subject to operational requirements. Such time will not be unreasonably withheld. Where possible the Union shall provide the Employer with one (1) month's Written notice and in any event no less than seven (7) days written notice advising the date and duration of such time off.**
- (b) **No more than two (2) employees shall be absent on Union business at any one time;**
- (c) **The aggregate number of days in ~~my~~ one (1) calendar year for such year shall not exceed thirty (30) days in total for the bargaining unit. The Employer agrees that during the first year of this agreement the total number of days shall not exceed sixty (60) days.**
- (d) **The Union Bargaining Committee shall be granted time off work, without pay, to conduct negotiations with the Employer for a new collective agreement. Notice shall be given in accordance with article 7.04(a).**
- (e) **The employee shall be kept on the Employer's payroll and the Union will reimburse the Employer for all time off paid as a result of the operation of this article, including applicable overtime pay.**

ARTICLE 8 - DISCIPLINE AND DISCHARGE

- 8.01 **No employee shall be disciplined without just cause, subject to Article 11.01.**
- 8.02 **An employee will be advised that if he so desires he may have the right to have a Shop Steward present at any meeting where disciplinary action may be imposed**
- 8.03 **When disciplinary or discharge action is taken, the employee will be advised in writing of the action being taken together with the reasons for the action, and a copy of the notice will be sent to the Shop Steward .**

- 8.04 A discharge grievance may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with full compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the Employer and the Union.
- 8.05 In the event that discipline or discharge is modified through either the Grievance or Arbitration procedures, the original notation shall be removed from the employee's personnel file and replaced with the modified disciplinary notation.
- 8.06 A disciplinary notation will be removed from the employee's file and not be used by the Employer in imposing discipline if a period of two (2) years has elapsed since the date of the disciplinary notation and there has not been further disciplinary notation entered in the employee's file during the two (2) year period.
- 8.07 Employees shall be given reasonable access to their personnel file in the presence of his Lead Supervisor or Manager, provided a minimum of five (5) calendar days written notice is provided to the Employer. When authorized in writing by the employee, Shop Stewards will be given access to their personnel file.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 For the purpose of this Agreement a grievance is defined as any difference between the Employer and **an** employee or group of employees concerning the interpretation, application, administration or, alleged violation of this Agreement and/or the discipline or discharge of an employee including any question as to whether a matter is arbitrable.
- 9.02 It is the mutual desire of the Employer and the Union that complaints and grievances be adjusted as quickly as possible. Either party may request a time extension, verified in writing, such request will not be unreasonably denied.
- 9.03 Prior to filing a written grievance, the employee and/or the Shop Steward will first give the Lead Supervisor or the Manager an

opportunity to adjust the complaint. The employee and/or the Shop Steward (or designate), shall discuss the complaint with the Lead Supervisor or the Manager within five (5) calendar days after the circumstances giving rise to the complaint originated or occurred or from the time the employee ought reasonably to have become aware of the circumstances giving rise to the complaint, whichever is later. Failing settlement of the complaint by the Lead Supervisor or the Manager within five (5) calendar days, it may be taken up as a written grievance within five (5) calendar days following the reply of the Lead Supervisor or the Manager in the following manner:

Step No. 1

A written grievance may be submitted by the Shop Steward to the Manager or his designate. The nature of the grievance, the remedy sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance. The Manager or his designate shall deliver his decision in writing within ten (10) calendar days following the presentation of the grievance to him. Failing settlement, then:

Step No. 2

Within five (5) calendar days following the decision in Step 1, the Shop Steward will submit the written grievance to the Manager (Headquarters) or his designate unless extended by mutual agreement of the parties in writing, and a meeting shall be held between the Employer, an official of the Union, the Grievor and the Shop Steward at which time the grievance shall be discussed. The decision of the Manager or his designate shall be given in writing within ten (10) calendar days following this meeting. Copies of the Employer's reply shall be forwarded to the Grievor, Union Steward and official of the Union who attended at the Step 2 meeting.

9.04 Failing settlement under the foregoing procedure, the matter may be submitted to arbitration within fifteen (15) calendar days after the decision under Step 2 is given.

9.05 Policy Grievance

A policy grievance may be initiated by either party in writing within ten (10) calendar days after the circumstances giving rise to the complaint originated or occurred or at the time the party initiating the grievance ought reasonably to have been aware of the circumstances giving rise to the grievance. A policy grievance shall not include any matter which an employee is personally entitled to grieve, and the regular grievance procedure shall not be bypassed. This grievance shall be submitted at Step 2.

9.06 Discipline or Discharge Grievance

Any grievance involving discharge or suspension shall receive priority and shall commence at Step 2 of the grievance procedure within five (5) calendar days of the employee and the Shop Steward being notified of the discharge or suspension.

9.07 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employee(s) involved.

9.08 At any hearing held throughout the grievance procedures, the grievor(s) is entitled to be represented by a Shop Steward.

9.09 The Grievor and the Shop Steward will not lose pay for any grievance meetings held with the Employer during their scheduled shift.

9.10 All time limits referred to herein are mandatory. The Employer and the Union may agree, in writing, to extend the time limits for any step of the grievance procedure or for referring the matter to arbitration or to waive any step of the grievance procedure. Such agreement will not be unreasonably withheld.

9.11 A grievance which does not comply with the requirements set out in Article 9.03 shall be returned to the Shop Steward who will have five (5) calendar days to rectify the deficiencies in the grievance, failing

which the grievance will be deemed to be finally withdrawn and abandoned.

ARTICLE 10 - ARBITRATION

- 10.01 Should **any** grievance fail to be satisfactorily settled under the foregoing procedure, the Union may, within fifteen (15) calendar days following receipt of the answer from the Manager, notify the Employer in writing of its desire to submit the grievance to arbitration. The Union and the Employer may agree upon a single arbitrator to hear the matter and for this purpose will exchange nominations.
- 10.02 An Arbitrator, selected jointly by the parties, will be named within fifteen (15) calendar days of receipt of notice of intent to arbitrate or such longer period as agreed by the parties. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the Arbitrator.
- 10.03 The decision of the arbitrator shall be final and binding upon the Employer and the Union and the employees involved.
- 10.04 The Arbitrator's award shall be stated in writing and furnished to the Employer and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 10.05 All employees who are required as witnesses shall be given time off without pay while testifying at an arbitration hearing pursuant to this agreement, subject to the Employer's operational requirements. Consent for such time off will not be unreasonably withheld. The expenses of witnesses and representatives for either party shall be borne by that party.
- 10.06 The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Employer and the Union. In the case of a Board of Arbitration the Employer and the Union shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chair.

10.07 The Employer and the Union may, by mutual consent, submit any matter under this Article to a Board of Arbitration for determination in accordance with the following:

- (a) The parties will advise each other of the name of its nominee to the Arbitration Board within ten (10) calendar days following receipt of the answer from the Manager.
- (b) The two appointees so selected shall, within five (5) calendar days of their appointment, appoint a third person who shall be Chairperson. If no agreement can be reached on the appointment of the Chair, either or both parties may request the Minister of Labour to appoint a Chair.
- (c) The Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration **Board** but, if there is no majority, the decision of the Chair shall govern. The decision shall be discussed by the Arbitration **Board** with all members of the board present before it is rendered to the parties involved.

10.08 Place of Hearing
Arbitrations shall be heard at Regina, Saskatchewan, or at such other places as may be agreed upon by the Union and the Employer.

ARTICLE 11 - SENIORITY

11.01 Probationary Period
Full-time employees who come within the scope of this Collective Agreement shall be on probation for their first ninety (90) calendar days (sixty (60) days worked for part time employees) since their last date of hire. The discharge or termination of a probationary employee shall be in the sole discretion of the employer provided such discharge or termination is not for reasons which are arbitrary, capricious or discriminatory.

- 11.02 The Union shall receive from the Company the name, home address, and pay rate and start date of employees who enter the scope of the Agreement. The Company will provide this information within two (2) weeks of an employee's appointment to the position.
- 11.03 Seniority
Seniority shall be defined as length of continuous service with the Employer since last date of hire.
- 11.04 Calculation of Seniority
When two or more employees commence employment on the same day placement on the seniority list will be determined by the process of random selection.
- 11.05 The Employer will post seniority lists, setting out the names of all employees and their respective seniority dates, on a bulletin board in a location accessible to all employees in the bargaining unit not later than October 31st of each year. It shall be the responsibility of each individual employee to ensure his/ her seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or leave at the time of the posting will have fourteen (14) days from their return to work to seek corrections.
- 11.06 The Employer agrees to supply the Union with an updated Seniority List during the months of April and October of each year.
- 11.07 Termination of Seniority
An employee shall lose all seniority and employment shall be terminated for any of the following reasons:
- (a) If he voluntarily quits;
 - (b) If he is discharged and subsequently not reinstated pursuant to the grievance and arbitration provisions of this agreement;

- (c) If he fails to return to work at the termination of a leave of absence without a reasonable excuse;
- (d) If he is absent from work for three (3) consecutive work days unless he provides a reasonable excuse;
- (e) If he accepts alternate employment without consent of the Employer;
- (f) If he fails to return from a lay off under the recall provisions of Article 17.05;
- (g) If he is absent due to a lay off for a period of two (2) years;
- (h) If he uses an authorized leave of absence for a purpose other than that for which the leave of absence was granted.

11.08 **An** employee taking a position with the Employer outside the scope of this agreement will retain his seniority for a period of six (6) months from the date of the commencement of the non-bargaining unit position. If the employee has not returned to a position in the bargaining unit prior to the expiration of the six (6) month period they will lose all accrued seniority.

ARTICLE 12 - WAGES

12.01 Rates of pay shall be determined by the employee's date of hire. Advancement in pay shall be automatic on the date on which the employee has completed the required service.

Effective May 1, 1998

START	\$7.00
3 months	\$7.50
12 months	\$8.65
24 months	\$9.00
36 months	\$9.50

48 months	\$10.10
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Effective May 1, 1999

START	\$7.18
3 months	\$7.69
12 months	\$8.87
24 months	\$9.23
36 months	\$9.74
48 months	\$10.35

Effective May 1, 2000

START	\$7.36
3 months	\$7.88
12 months	\$9.09
24 months	\$9.46
36 months	\$9.98
48 months	\$10.61

Part-time employees shall be required to serve the hours equivalent (e.g. 1950 hours equals 1 year service) to advance in the wage scale.

12.02 Lead Premium

- (a) Lead agents will receive \$1.00 per hour immediately upon assuming the role of Lead. There will be no trial period;
- (b) Lead Premium will be paid at overtime rates when the Lead works overtime in that capacity. (e.g. 2 year lead \$9.00 plus \$1.00 = \$10.00 overtime is 1 1/2 x that rate);
- (c) Leads will be eligible for ramp attendant overtime at regular wages and will be offered in accordance with the overtime Article.

ARTICLE 13 - HOURS OF WORK and OVERTIME

- 13.01 (a) Full-time employees are those employees who regularly work between thirty-six (36) and forty (40) hours per week. These

hours may be averaged to accommodate shifts outlined in 13.02(b).

- (b) Part-time employees are those employees who regularly work fewer than thirty-six (36) hours per week.

Shift Schedules

- 13.02
- (a) Staff and scheduling requirements shall be set by the Employer having regard to the Employer's operational requirements.
 - (b) Shift schedules may be developed with various day on/day off combinations (e. g. 4 days on 3 days off; 3 days on 4 days off).
 - (c) Employees will not be scheduled to work split shifts, however, may work non-consecutive hours in a day under additional hours, call-in or call-back provisions of this agreement.
 - (d) All scheduled shifts will contain a period of not less than ten (10) consecutive hours off ~~duty~~ between shifts. This does not apply to additional hours of work which may become available from time to time.
 - (e) Scheduled days off for full-time employees shall be consecutive and no less than two (2) in duration. Where possible part-time employees will have consecutive days off. The Parties recognize, however, that the employee's days off may be non-consecutive at the time of the scheduling change.
 - (f) The Employer will endeavour to assign duties to employees to give them an opportunity to work in all job assignments for which they are qualified and capable.
 - (g) Shifts must be a minimum of three (3) hours in duration.

13.03 Seasonal Shift Bidding

- (a) The Parties recognize that shift schedules are subject to seasonal changes at least twice per year, as airline schedules change.
- (b) In setting shift schedules, the Employer will consider any specific requests or suggestions made in writing by the Shift Scheduling Committee, which meet the Employer's operational requirements. The Committee may propose an alternative shift schedule which meets the Employer's staffing and scheduling requirements. Where more than one shift schedule is acceptable to the Employer, employees will chose the shift schedule they prefer to work.
- (c) Employees will be entitled to bid on seasonal shift schedule changes in accordance with the following principles:
 - (i) full-time employees will be offered full time shift schedules in order of seniority;
 - (ii) part-time employees will be offered part-time shift schedules in order of seniority;
 - (iii) any full-time employee wishing to down grade to a part-time schedule will do so in order of seniority on the part-time list (i.e. **A** full-time employee with five (5) years seniority will bid on a part-time shift after a part-time employee with **six (6)** years seniority but before a part-time employee with four (**4**) years seniority);
 - (iv) any part-time employee wishing to upgrade to a full-time schedule will have the opportunity to do so once full-time shifts are offered to full-time employees, and if full-time shifts are still available, will be offered to interested part-time employees in order of seniority;
 - (v) where an employee's status changes from full- time to part-time as a result of **@**), they will, at the time of the next seasonal shift change retain their part-time status. Where the change to part- time status was the result of insufficient available full-time schedules they will retain their original

full time status for the purpose of bidding the next seasonal scheduling change.

- (d) Seasonal Shift Schedules shall be finalized seven (7) days prior to their effective date. This notice may be waived by mutual agreement between the Employer and the Union. This article will not apply to circumstances in which Article 13.05(c) applies.

13.04 Meal and Rest Breaks

Employees are entitled to paid rest and meal breaks as follows:

- (a) A fifteen (15) minute unscheduled rest break for each four (4) hours of a shift. (e.g. 5 hour shift = 1 break; 8 hour shift = 2 breaks; 13 hour shift = 3 breaks).
- (b) A thirty (30) minute unscheduled meal break will be provided for all shifts which are eight (8) hours or longer.
- (c) Rest and meal breaks will be taken when the Employer's operational requirements permit the employee's absence from his assigned duties.

13.05 Other Scheduling Changes

In the case of scheduling changes other than seasonal changes outlined in Article 13.03 the following will apply:

- (a) permanent changes will be re-bid in seniority order in the status (full time/part time) where the shift has changed;
- (b) temporary changes - When a temporary shift change occurs the altered shift will be offered to the affected employees in seniority order by status;
- (c) The Employer shall give the employees three (3) days notice of a change of shift or a change in days off. This notice may be

waived by mutual agreement between the Employer and the affected employee;

- (d) (i) Permanent changes are those changes which are expected to last for the duration of a seasonal shift schedule;
- (ii) Temporary changes refers to changes which are expected to be in effect only until some time prior to the next seasonal shift schedule.

13.06

Temporary Shift Vacancies

- (a) Where an employee is temporarily on an approved leave of absence from duties (e.g. W.C.B., leave of absence), and the temporary absence is expected to last for the duration of the existing schedule, the vacant shift schedule will be available for bid to the remaining employees of the same status in order of seniority.

The same procedures apply for successive shifts which become available through the operation of this Article. When the absent employee returns he will be entitled to displace a junior employee with the same status.

- (b) When an employee is temporarily on an approved leave of absence from duties and the absence is not expected to last until the next seasonal scheduling change, the Employer may schedule a temporary vacancy of less than one (1) month as it sees fit (e.g. dividing remaining hours among other employees, offer shift in seniority order within the status etc.). Where the temporary absence is for longer than one (1) month the Employer will:
 - (i) offer any full-time vacancy to employees in the other status;
 - (ii) offer any part-time vacancy to other part-time employees.

13.07

Shift Trades

Employees may arrange, at any time, for another employee to work their shift subject to the following:

- (a) Shift changes or trades may only be done with the approval of management which shall not be unreasonably withheld as long as the employee(s) are qualified and capable of performing the work;
- (b) The Employer must be given at least twenty-four (24) hours notice of any shift trade or change;
- (c) Shift trades must be in writing and initialed by the parties involved. Once submitted the employee(s) involved shall assume full responsibility for the shift for which they have agreed to work;
- (d) All work time credits for the scheduled duration of the shift will be credited to the employee originally scheduled to work the shift;
- (e) The employee who actually works the shift will be paid any applicable overtime subject to paragraph (f);
- (f) The Employer will not be responsible for overtime which results because of a change of shifts.

13.08

Overtime

- (a) All overtime must be authorized by management, or someone designated by management;
- (b) Full-time employees who work in excess of scheduled hours of work shall be paid overtime for those additional hours at the rate of time and one half (1 1/2x) their regular hourly rate;
- (c) Part-time employees will be paid straight time wages until their total hours in a week exceed forty (40) hours at which point overtime will be paid on excess hours at the rate of time and one half (1 1/2x) the employee's regular rate.

13.09 Assignment of Overtime

- (a) The Employer may in its discretion assign up to two (2) hours overtime to employees immediately following the completion of their shift;
- (b) All hours required in excess of regularly scheduled hours will be offered to part-time employees prior to the assignment of overtime hours, subject to Article 13.09 (a). Such excess or additional hours shall include charter or extra flights;
- (c) If part-time employees are unwilling to work additional hours, overtime will be offered to those full-time employees who have expressed a desire in writing to work additional hours, in order of seniority;
- (d) Where no employees wish to work additional hours in accordance with Article 13.09 (b) and (c), the Employer may require employees to work additional hours in inverse order of seniority.

13.10 Employees called in to work on a scheduled day off or called back to work after having left following the completion of their shift, will receive a payment in accordance with the following:

- (a) Full-time employees will be paid the greater of their actual hours worked at time and one half or three (3) hours straight time;
- (b) Part-time employees will be paid the greater of their actual hours, worked or three (3) hours at straight time.

13.11 Overtime will be computed and paid or banked to the nearest quarter hour. Any overtime hours worked will be paid out on an employee's regular pay check unless otherwise specified by the employee to credit such hours to the time bank.

13.12 Where an employee has fewer than eight (8) hours off between shifts they will receive overtime rates for those hours by which his/her off duty time is less than eight (8) hours.

13.13

Overtime Bank

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

- (a) Banking will, be on the basis of one and one half hours (1 1/2 x hours) banked for each overtime hour worked;
- (b) The maximum number of banked overtime hours is eighty (80) at any given *time*;
- (c) Employees may be use banked time as additional time off with pay or may be paid for hours banked at the employee’s option;
- (d) Payment of hours out of the overtime bank will be at the employee’s rate of pay at the *time* the hours were banked, and not at *the employee’s rate of pay at the time the employee is paid out of his banked time as wages*;
- (e) bank hours may be taken as paid time off at a time mutually agreeable to the Employer and the employee having regard to the Employer’s operational requirements. Time off from an employee’s bank will generally not be taken if doing so would require the Employer to pay overtime rates;
- (f) Time off requests will be granted to the most senior employee with their request on file when the time off is approved.

ARTICLE 14 - STATUTORY AND GENERAL HOLIDAYS

14.01

Employees who have accumulated thirty (30) working days shall be paid without performance of work for the following holidays:

New Years Day	Thanksgiving Day	Canada Day
Victoria Day	Boxing Day	Labour Day
Remembrance Day	Good Friday	Christmas Day

14.02

Conditions of entitlement for holiday pay and the calculation of holiday pay on the above-named holidays are as set out in Sections 199 - 202 of

Division V (General Holidays) of the Canada *Labour Code*, R.S.C. 1985, c. L. 2, as amended, as the Employer falls under the category of “continuous operation”.

ARTICLE 15 -ANNUAL VACATION

15.01 The vacation year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current vacation year will be taken in the subsequent vacation year.

15.02 Entitlement & Vacation Pay

Continuous

Years of Service	Entitlement	Pay
Less than one year	- prorated	4%
1 through 5 years -	2 weeks	4%
6 through 15 years	3 weeks	6%
after 15 years	4 weeks	8%

- (a) Vacation pay shall be calculated as a percentage of the gross earnings of the employees in the twelve months of employment in the preceding year (exclusive of vacation pay already paid), less deductions required by law.
- (b) Employees who have less than one (1) year continuous service with the Employer as of December 31 of a vacation year shall accrue one (1) day vacation time for each full month of service up to ten (10) days vacation time.

15.03 Selection

- (a) On November 1st of each year the Employer will post a vacation calendar for the benefit of employees. Employees who wish to bid their vacation shall have twenty-one (21) calendar days to register their vacation preference in order of classification seniority. Employees who do not register their choice within this time period may indicate their preference at a later date and will be assigned vacation subject to operational requirements.

- (b) The Employer will post a vacation schedule not later than December 1st. Once assigned vacation cannot be changed without mutual consent of the Employer and the employee.

15.05

Vacation Pay

- (a) Employees will receive vacation pay on the next payroll cheque following the date of the commencement of the vacation;
- (b) An employee will be paid all vacation pay accrued and owing to him at the time he ceases employment with the Employer;
- (c) Upon request, an employee shall be provided with a record of the gross earnings based on which the vacation pay has been calculated.

15.06

Extended Vacation

- (a) Effective January 1, 1999 employees will have the ability to take one (1) or a maximum of two (2) weeks extended vacation each year by allocating the appropriate number of hours from their overtime bank for this purpose;
- (b) Employees taking extended vacation must notify the Employer of their election by October 15th prior to the year in which the extended vacation is to be taken;
- (c) Employees selecting this option must have the necessary hours in the overtime bank at the time the selection is made. These hours' will be removed from the overtime bank at the time the election is made and set aside for this purpose;
- (d) Extended vacation will be bid after all regular vacation entitlement and selection is made.

ARTICLE 16 - LEAVES OF ABSENCE16.01 Voluntary

- (a) The Employer may, upon written request and at its sole discretion, grant an employee a leave of absence without pay for a period of up to three (3) months. Extensions, or leaves of a longer period may be granted by the Employer, with mutual agreement from the Union. Requests for leaves of absence will be considered by the Employer in order of seniority among those requesting a leave at the time of granting;
- (b) The Employee will not accumulate service for the purpose of pay progressions, vacation and sick leave provisions of this Agreement for the duration of any leave of absence.

16.02 Maternity and Child Care

- (a) Maternity and Child Care Leave without pay shall be given in accordance with the provisions of the Canada Labour Code;
- (b) The employee must request the Leave of Absence in writing, no later than four (4) weeks prior to the Leave, accompanied by a medical certificate certifying pregnancy, and specifying the estimated date of her confinement, the date she wishes to commence her leave and an anticipated date of return to work.

16.03 Jury Duty and Crown Witness

- (a) Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty for any day on which they are scheduled to work;
- (b) Employees who must appear in court for reasons other than those mentioned in (a) shall be granted leave of absence without pay provided they supply the proof of service requiring such attendance.

16.04 Bereavement. Compassionate Leave

When a death occurs in the immediate family of an employee, the employee shall be entitled to paid bereavement leave as follows:

- (a) Death of spouse or child - on any of his normal working days that occur during the five (5) days immediately following the day of death;
- (b) Death of immediate family member other than spouse or child - on any of his normal working days that occur during the three (3) days immediately following the day of death;
- (c) Immediate family shall include parents, brother, sister, father-in-law, mother-in-law, step-father, step-mother, of an employee. Immediate family will also include brother-in-law, sister-in-law and grandparents where the employee attends the funeral;
- (d) For the purpose of this Agreement spouse shall also mean common law and same sex partner;
- (e) Should the date of the funeral fall outside (a) and / or (b) the date of the funeral will be granted off, without pay, where the employee attends the funeral;
- (f) When the funeral of the deceased is more than 500 kilometres from Regina additional time off, without pay, of up to seven (7) days, may be granted upon request;
- (g) In the event of a serious illness or injury requiring doctor's care or hospitalization affecting the employee's spouse, children or parent, the employee will be granted **up** to three (3) consecutive days off without pay. The Employer may require proof of the circumstances from the employee.

Continuation of Benefits

16.05 Employees on leave of absence due to illness or other reasons will have the option of continuing their coverage under the effective benefit plan upon payment by the employee of 100% of the premiums, subject to the terms of the benefit plan and the approval of the benefit carrier.

ARTICLE 17 - FILLING OF VACANCIES, LAYOFF AND RECALL

17.01 Vacancies will be filled in seniority order, subject to the other provisions of this agreement.

17.02 Lay -off

- (a) Lay-off shall be defined to be a reduction in the number of employees, or a change in status from full-time to part-time. Lay-offs will be in inverse order of seniority. Notice of lay-off shall be in accordance with the Canada Labour Code;
- (b) On receipt of notice outlined in (a) the Employee will have the following options:
 - (i) the Employee may advise the Employer in writing, within three (3) days of receipt of the notice of layoff, with a copy to the Shop Steward, that he wishes to exercise his seniority by displacing a less senior employee; or
 - (ii) the employee may take lay-off status with a right of recall for two (2) years.

17.03 It is not the intent of the Employer to reduce full-time positions in favor of part-time positions except to accommodate scheduling and operational requirements.

17.04 Recall

If a vacancy or subsequent expansion of staff occurs, employees will be recalled in seniority order.

17.05 Recall shall be by registered mail or courier to the address last filed by the employee with the Employer. The Shop Steward shall receive a copy of each letter of recall. A laid off employee must keep the

Employer informed of any change of address. The employee must return to work within seven (7) days from the receipt of notice, unless he can substantiate by medical evidence that he was unable to return because of illness or accident or provides a reasonable excuse to the Employer for his failure to return.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01 The Employer and the Union agree to promote and encourage safety practices that will ensure the safety and health of all employees, pursuant to the Canada Labour Code and WHMIS legislation.
- 18.02 Health & Safety Committee - The current practice with regard to the Health and Safety Committee will continue. Should this practice change the Employer agrees to meet with the union to discuss alternative arrangements.
- 18.03 Noise Suppressors - The Employer shall provide CSA A standard ("ear-muff" type) hearing protection for each employee, one set per year or as deemed necessary by the Employer.
- 18.04 Hazardous Material - The Employer will ensure employees receive annual training in the handling of dangerous goods. All applicable Material Safety Data Sheets will be kept current and made available to employees.
- 18.05 Bomb Threat - The Employer will not require employees to participate in searches of equipment, property or premises of the Employer or one of their contracts, in the event of a bomb threat. While this provision does not preclude voluntary participation in such searches, the Employer shall inform the employees that a bomb threat has been reported before requesting the employee to search or service any equipment, property or premises as indicated above.
- 18.06 Safety Footwear - On June 1st of each year the Employer shall pay employees \$50.00 (non- taxable) for the purchase of CSA approved safety foot wear. This allowance will be issued on a separate cheque.

- 18.07 First Aid - Minimum first aid coverage will be provided in accordance with the Canada Labour Code. The cost of providing first aid training to meet these minimums will be paid by the Employer.

ARTICLE 19 - GENERAL

- 19.01 Bulletin Board - The Employer shall provide a bulletin board for the use of the Union in an appropriate location upon which the Union will have the right to post notices, approved by the Employer, relating to matters of interest to the Union and the employees. The Employer will be provided with advance copies of all notices other than those of a routine nature.
- 19.02 Company Manuals/ Policies - The Employer will made available to all employees, manuals and policies affecting the working conditions of employees.
- 19.03 Uniforms
- (a) The Employer shall supply, at no cost to the employees, one complete uniform upon hire and to each employee when the Employer changes the uniform requirement. If the employee leaves the Employer, of their own accord, within three (3) months of his date of hire he will be required to reimburse the Employer the cost of all uniforms supplied.
 - (b) A complete uniform will include:
 - 1 coverall (can substitute 1 pant/ 2 shirts)
 - 1 pant/ 2 golf shirts (can substitute 1 coverall)
 - 1 jacket
 - (c) Uniform pieces in excess of the above (up to three (3) coveralls or pant/single shirt sets per year) plus one parka every two (2) years will be on a 50/50 cost share basis.
- 19.04 Collective Agreement - One copy of this collective agreement will be furnished to each employee within sixty (60) days of ratification of this Agreement. The cost of printing will be borne equally by the Employer and the Union.

19.05 Lead Ramp Attendants

- (a) Lead Ramp Attendants shall be responsible for directing the work of others while performing similar work. They shall have a general responsibility for work standards, instruction and direction of employees for whom they are a lead. Leads shall not be required to carry out formal discipline of employees covered by this Agreement.
- (b) Lead Ramp Attendant positions will be filled on the basis of current qualifications, including ability, knowledge, skill, experience and capability of assuming position of responsibility. Where these factors are relatively equal, as between two (2) or more employees, the applicant with the most seniority will be chosen. Employees who are not chosen will, upon request, be given written reasons why they are not selected.
- (c) **An** employee promoted to the position of Lead Ramp Attendant will be entitled to a trial period not exceeding sixty (**60**) days. If the employee cannot perform the job to the satisfaction of the Employer they will be returned to their former position.
- (d) In the event of a reduction in the number of Lead Ramp Attendants, the reduction will be effected in inverse order of seniority.

ARTICLE 20 - BENEFITS

- 20.01 (a) The Employer agrees to continue to contribute towards the premium cost according to current practices under the existing benefit plan or a comparable plan, subject to the terms and conditions of any such plan including enrollment requirements.
- (b) Any claim by an employee for the benefit coverage under the benefit plan is a matter solely between such employee and the insurance carrier and shall not be the subject of a grievance or arbitration under the collective agreement except:

(i) where the employee alleges that the Employer has failed to pay the premium costs for the benefit plan, or

(ii) where the employee alleges that a new plan is not a comparable plan.

20.02 Sick Leave

- (a) Upon ratification employees will receive three (3) sick days annually, paid at 75%;
- (b) An employee will have sick leave reduced by the number of days or portion thereof that they were unable to work due to illness or injury (non-occupational);
- (c) The Employer may require proper medical authorization to substantiate any absence for paid sick leave of three (3) or more consecutive days but such requests shall not be made in an arbitrary fashion. The Employer will reimburse the employee for the cost of a medical certificate;
- (d) Any sick days not used will be carried forward to a maximum of six (6) days;
- (e) The allowance for sick days shall only commence after the second (2nd) day of illness, or from the first day of illness if hospitalized, and will not be applicable to the employee's scheduled day off.

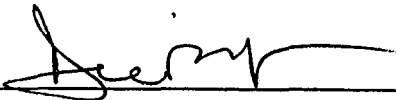
ARTICLE 21 - DURATION OF AGREEMENT

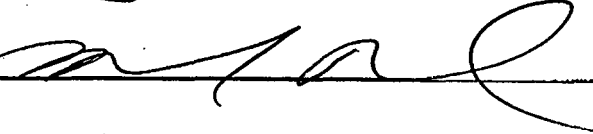
21.01 This Agreement shall be in effect from the date of ratification and continue in full force and effect until April 30, 2001, and shall remain in effect from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of this agreement, of its desire to terminate or amend this agreement.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

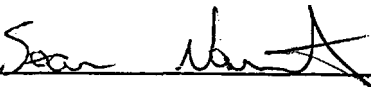
DATED at Regina, Saskatchewan, this day of , 1999.

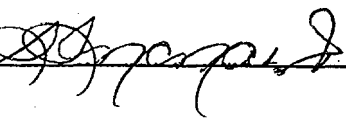
For the Employer
765865 ONTARIO INC.
c.o.b. DRYDEN AIR SERVICES

PER:  _____

PER:  _____

For the Union
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA), LOCAL 1990

PER:  _____

PER:  _____

PER: _____

LETTER OF UNDERSTANDING

BETWEEN:

**765865 ONTARIO INC.
c.o.b. DRYDEN AIR SERVICES**

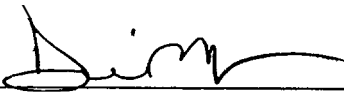
and


**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA),
LOCAL 1990**

Re: Work in Excess of Twenty Hours

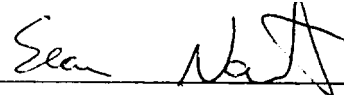
It is agreed that part-time employees who wish to be scheduled for more than twenty (20) hours will advise the Employer in writing at least one month prior to the seasonal shift bid. The Employer will endeavour to prepare shift schedules that accommodate such part-time employees.

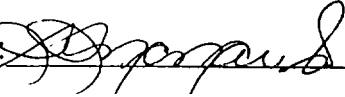
**For the Employer
765865 ONTARIO INC.
c.o.b. DRYDEN AIR SERVICES**

PER: 

PER: 

**For the Union
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA), LOCAL 1990**

PER: 

PER: 

LETTER OF UNDERSTANDING

BETWEEN:

**765865 ONTARIO INC.
c.o.b. DRYDEN AIR SERVICES**

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA),
LOCAL 1990**

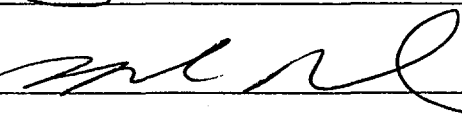
Re: Rest Periods

The parties acknowledge that there may be times during an employee's shift when they may not be performing any assigned duties, and agree that rest periods as referred to in Article 13.04 will be deemed to have been taken during such periods.

Where employees have had no opportunity to take rest and meal breaks during their scheduled shifts due to work requirements, the Employer will either schedule time away from their assigned duties or pay overtime rates for the missed rest or meal period.

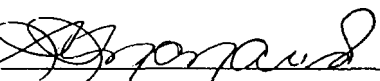
**For the Employer
765865 ONTARIO INC.
c.o.b. DRYDEN AIR SERVICES**

PER:  _____

PER:  _____

**For the Union
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA), LOCAL 1990**

PER:  _____

PER:  _____

LETTER OF INTENT

BETWEEN:

**765865 ONTARIO INC.
c.o.b. DRYDEN AIR SERVICES**

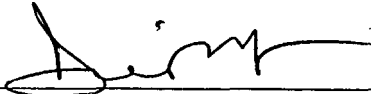
and

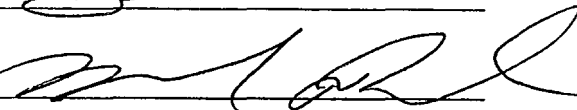
**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA),
LOCAL 1990**

Re: Explanation of Benefits

Within sixty (60) days of ratification the Employer will provide a qualified person to meet with employees in Regina to give a full explanation of the benefit plan.

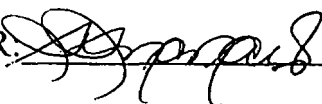
**For the Employer
765865 ONTARIO INC.
c.o.b. DRYDEN AIR SERVICES**

PER:  _____

PER:  _____

**For the Union
NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA), LOCAL 1990**

PER:  _____

PER:  _____

