



**DRYDEN**  
AIR SERVICES



**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 2002  
(hereinafter referred to as the “Union”)**

**May 1, 2010 - April 30, 2013**

**12292 (05)**

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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 2002, 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.

## ARTICLE 3 – NO DISCRIMINATION / HARASSMENT

- 3.01 The parties agree that there shall be no discrimination or harassment 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. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

### **Bullying and Harassment:**

Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim’s work performance is impaired, their relationships are negatively affected and their dignity is denied. Properly discharged management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.

- 3.02 The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace.

The Company agrees to set up a mandatory **four (4) hour** anti-harassment training course for all bargaining unit members and supervisors. The time off and training facilities will be paid by the Company and the CAW will provide the trainer.

#### Complaint Resolution – Discrimination or Harassment:

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- (a) Tell the person involved as soon as possible how he/she feels and request that they stop the conduct found offensive.
- (b) If the employee feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the Manager, CAW Regional Vice President, CAW District Chair, the CAW National Representative or the Local 2002 President.
- (c) The parties will review the complaint and where warranted, will strike a committee and carry out a joint investigation.
- (d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis but with no less than one member each.
- (e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- (f) All matters brought before the committee will be dealt with the utmost confidentiality.
- (g) Any complaint not resolved through this process may be addressed by the Union or the complainant pursuant to the grievance procedure.
- (h) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.

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 or 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 (15<sup>th</sup>) 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 along with an updated employee list which contains each employees name, address and phone number.
- 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

##### 7.01 Union Representation

The Union shall notify the Company in writing of the names of its District Chair or Vice Chairs and of any changes thereof. No employee(s) will be recognized as a District Chair or

Vice Chair until the Union advises the Employer, in writing, of the names of the employee(s) designated as the District Chair or Vice Chairs. The Union may appoint or may otherwise select up to two (2) positions.

7.02 In order to minimize disruption in client services, and to maintain efficiency, any duties required of the District Chair or Vice Chairs shall be performed where reasonably possible outside the scheduled hours of the District Chair or Vice Chairs. Where a District Chair or Vice Chair is required to perform District Chair or Vice Chair functions during his scheduled hours of work he will not leave his regular duties without first obtaining permission from his Supervisor, which permission will not be unreasonably withheld and upon resuming regular duties will report to his respective Supervisor. In accordance with this understanding, the District Chair or Vice Chair 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, with 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 fourteen (14) 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 any one (1) calendar year for such year shall not exceed sixty (60) days in total for the bargaining unit.

(d) The Union Bargaining Committee shall be granted time off work, with 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.

7.05 The District Chairperson shall be allocated a bank of 80 hrs per year to conduct union business. Time off requests will be subject to management approval. These hours will not carry over from year to year. Such time off will not be unreasonable withheld.

#### ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.01 No employee shall be disciplined without just cause, subject to Article 11.01.

8.02 No employee shall enter the offices of a Supervisor or Manager for disciplinary purposes or receive a letter of warning or discipline from same without the presence of a District Chair or Vice Chair.

In the event none of the above are available, then an available unionized member, of the employee's choice, on his or her shift will be used as a witness only.

- 8.03 When disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service, with or without pay pending investigation for a maximum of four (4) days to provide the Company with sufficient time to investigate and consider all facts.
- 8.04 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 District Chair.
- 8.05 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.
- 8.06 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.
- 8.07 Employees who achieve twelve (12) months of service, discipline free, will have any previous discipline removed from their record. However, discipline assessed as a result of damage to aircraft or equipment, assault or sexual assault, inappropriate verbal, written or physical contact with other employees, company customers or regulatory bodies will not be removed until twenty-four (24) months of discipline free service is achieved.
- 8.08 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, the District Chair or Vice Chair 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 District Chair or Vice Chair will first give the Lead Supervisor or the Manager an opportunity to adjust the complaint. The employee and/or the District Chair or Vice Chair (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 District Chair or Vice Chair 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 District Chair or Vice Chair 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 District Chair or Vice Chair 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, District Chair or Vice Chair 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 by either the District Chairperson or the employer 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 District Chair or Vice Chair 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) must be represented by the District Chair or Vice Chair.



- 9.09 The Grievor and the District Chair or Vice Chair will be paid for any grievance or disciplinary 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.

#### 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 periods 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 31<sup>st</sup> 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 fails to return from a lay off under the recall provisions of Article 17.05;
- (f) If he is absent due to a lay off for a period of three (3) years;
- (g) 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.

11.09 Temporary Management Appointments

When a bargaining unit employee accepts a temporary management position they shall continue to accrue seniority for 30 calendar days in a one year period. The terms of Article 2.02 will apply to the employees moving to these positions.

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 June 06, 2010 = 2%	May 1, 2011 = 3%	May 1, 2012 = 4%
Start \$11.22	\$11.56	\$12.02
3 months \$11.70	\$12.06	\$12.54
12 months \$13.19	\$13.58	\$14.13
24 months \$13.99	\$14.41	\$14.99
36 months \$14.77	\$15.21	\$15.82
48 months \$15.64	\$16.12	\$16.76

Part-time employees shall move through the wages scale in accordance with hours worked as follows:

the greater of 3 months or 437.5 hours (step 1)

the greater of 12 months or 1,750 hours

The .20 cent retention bonus has been added to the wages.

#### 12.02 Lead Premium

- (a) Lead agents will receive \$1.50 per hour immediately upon assuming the role of Lead.
- (b) Lead Premium will be paid at overtime rates when the Lead works overtime in that capacity. (i.e. overtime = (base rate of pay plus \$1.50) x 1 ½ ;
- (c) Leads will be eligible for ramp attendant overtime at regular wages and will be offered in accordance with the overtime Article.

\*\*\* New rate effective June 6, 2010 \*\*\*

12.03 In an event that an employee has been shorted monies in a pay period, they will be compensated the full amount owing within a two week period. Any shortages will be brought forward to management in writing.

#### 12.04 Temporary Training position Premium

A training wage premium of \$1.00 per hour worked shall be paid to an employee who, according to Paragraph 19.06, in addition to his normal work duties performs Company allocated training for those hours worked in a training capacity.

### 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) Part-time employees are those employees who regularly work fewer than thirty-six (36) hours per week.
- (c) 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 endeavor to prepare shift schedules that accommodate such part-time employees.

#### 13.02 Shift Schedules

- (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 all employees shall be consecutive and no less than two (2) in duration. 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 endeavor 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.
- (h) It is agreed split shifts are undesirable and can only be used with the consent of the employee/s. The Company further commits to maintain or utilize as minimal split shifts as possible. Shifts which are split shall have not more than one split per day.

### 13.03 Seasonal Shift Bidding

- (a) The Parties recognize that shift schedules will change at least twice a year.
- (b) In setting shift schedules, the Employer will consider any specific request 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.
  - (i) The Company will forward any flight schedule changes with a current manpower requirement as dictated by the customer to the District Chairperson.
- (i) 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 (iii), 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.
- (j) 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.
- (d) 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.

#### 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 refer 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 will maintain and complete the shift trade book and arrange for another employee to work their shift subject to the following:

- (a) 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;
- (b) All work time credits for the scheduled duration of the shift will be credited to the employee originally scheduled to work the shift;
- (c) The employee who actually works the shift will be paid any applicable overtime subject to paragraph (d);
- (d) The Employer will not be responsible for overtime which results because of a shift trade.

#### 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 ½ x) their regular hourly rate;
- (c) Part-time employees will be paid straight time wages until their total hours in a week exceed thirty-six (36) hours at which point overtime will be paid on excess hours at the rate of time and one half (1 ½ x) 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. For overtime assignments other than the day of operation, the Company will advise the employees immediately upon receiving notice of any such requirement;
- (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 cheque 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 ½ 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 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) Banked 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 must be given to the Employer one month prior to the date(s) for which time off is being requested. Requests will be granted to the most senior employee with their request on file when the time off is approved;
- (g) Time off requests within fourteen days will be granted provided the employee involved can cover the shift in accordance with the call out provisions. The time off will be approved when the employee provides the Employer with the completed call out sheet.

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
Family Day (lieu day)* (lieu day taken at straight time)		

\*Family Day shall be taken outside of prime time with prior approval from management.

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 1<sup>st</sup> in any year and terminate on December 31<sup>st</sup> 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 10 years	3 weeks	6%
11 through 14 years	4 weeks	8%
After 14 years	5 weeks	10%

- (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) Twice a year on October 1<sup>st</sup> and April 1<sup>st</sup> 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 within that vacation year.
- (b) The Employer will post a vacation schedule not later than November 1<sup>st</sup> and May 1<sup>st</sup>. Once assigned, vacation cannot be changed without mutual consent of the Employer and the employee.

## 15.04 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.

## 15.05 Extended Vacation

- (a) 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 September 15<sup>th</sup> 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 ABSENCE

### 16.01 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. However, no change shall be made in the employee's seniority date following a 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 seven (7) calendar days up to a maximum of forty (40) hours, 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 five (5) calendar days up to a maximum of forty (40) hours, immediately following the day of death;
- (c) Immediate family is defined as; spouse (including common-law spouse), children of employee and spouse, parents of employee and spouse, (including step-father and step-mother), grand-parents of employee and spouse, grand-children of employee and spouse, brothers and sisters of employee and spouse, and including other relative residing with the employee.
- (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 kilometers from Regina additional time off, up to two (2) days without pay, 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 immediate family, the employee will be granted up to four (4) consecutive days off without pay. The Employer may require proof of the circumstances from the employee.

#### 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 District Chair, 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 three (3) 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 District Chair 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. Failure to return to work within seven (7) day period or provide the medical evidence will result in termination of employment.

#### 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 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.

18.04 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.

18.05 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.

18.06 Safety Clothing and Footwear;

The Employer will provide annually ten (10) sets of kneepads for use by employees, one (1) pair of insulated gloves and one (1) pair of work gloves for employees who have not passed the probationary period. Upon completion of the probationary period and each anniversary date of employment thereafter, the Employer shall provide each employee with voucher(s) in an amount required by the employee to purchase CSA approved footwear, kneepads and work gloves, not exceeding \$175.00 in total”.

Management agrees that employees no longer have to get a certificate for Marks Work Warehouse in order to purchase their clothing.

18.07 Orientation and Training – The Company and Union recognize the value of orientation programs for employees. The Company agrees to provide such orientation for new hires including:

- relevant policies and procedures
- duties of the position

- physical layout of the facility
- safety standards and procedures pertaining to the job

When an existing employee first works in a new area, the Company shall ensure that the employee is aware of the duties of the position and any safety standards pertaining to the job.

New hires will be provided with training which will include both classroom and shadowing with a senior employee. All training including any computer training shall be paid as time worked for employees.

During new hire training the District Chair will be allowed 15 minutes to talk to the employees and provide collective agreements. This will be without Management present.

#### 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, 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 make 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 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:

- 2 pants per year
- 4 shirts per year
- 1 bomber jacket every 2 years
- 1 hooded sweater every 2 years
- 1 rain suit every year
- 1 pair of snow pants every 2 years
- 1 parka every 2 years

(c) Uniforms will be issued yearly on an employee’s anniversary date, paid 100% by the Company.

(d) One additional set of pants/3 shirts and one rainsuit may be purchased per year on a 50/50 cost-shared basis. Any additional uniform pieces will be paid for entirely by employees.

(e) Noise Suppressors – The Employer shall provide CSA standard (“ear-muff” type) hearing protection for each employee, one set per year or as deemed necessary by the Employer.

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.
- (e) Coverage for Leads who are absent will be provided by designated relief Leads. Relief Leads will be selected in accordance with (b).

#### 19.06 Temporary Trainer Position(s)

- (a) A bargaining unit member may, at their option, be selected to act as a trainer on a temporary basis.
- (b) The temporary training position(s) will be posted and awarded on the basis of ability. When their ability is relatively equal the employee with the most seniority will be given the position(s).
- (c) If the employee(s) cannot perform the job to the satisfaction of the Employer they will be returned to their former position.
- (d) It is the mutual understanding of the Parties that as practicable as possible, any training hours will be distributed as equitable as possible amongst the temporary trainer positions.

19.07 Paid Education Leave – The Employer agrees to pay into a special fund, established by the Union, Three Hundred Dollars (\$300.00) on June 6<sup>th</sup> 2010, May 1<sup>st</sup>, 2011 and May 1<sup>st</sup> 2012 for the purpose of providing paid education leave. The monies provided will be paid into a trust fund established by the Union and will be sent by the Employer to the following address;

CAW Paid Education Leave  
205 Placer Court  
Toronto, Ontario  
M2H 2H

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 enrolment requirements. The employer agrees to consult with the Union at the headquarters level prior to implementing changes to the current plan. Employees who are enrolled in the plan shall be furnished with copies of an employee's handbook upon enrolment, and upon request, every two years thereafter.

(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 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 benefits plan, or
- (ii) Where the employee alleges that a new plan is not a comparable plan.

(c) Employees on a voluntary leave will have the option of continuing their coverage under the effective benefits plans for a period of up to three (3) months 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. Employees on leaves other than a voluntary leave will have the premiums paid by the employer as if they were an active employee as per the current 50/50 cost sharing formula for a period of up to twelve (12) months.

20.02 Sick Leave

- (a) Upon ratification, once an employee has completed their probationary period, employees shall receive five (5) sick days annually, prorated for the first year after hire paid at 100%. Employees currently on the seniority list as of the ratification date will be entitled to their full allotment of five (5) sick days.
- (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) In the event any of the sick days referenced in 20.02(a) above are not used by the employee in the calendar year, those unutilized sick days/hours will be paid out in January of the following year at one hundred percent (100%) of the employees regular wages.



- (e) The allowance for sick days shall only commence after the first (1<sup>st</sup>) day of illness, or from the first day of illness if hospitalized, and will not be applicable to the employee's scheduled day off.

20.03 RRSP

The Company will set up a voluntary RRSP program by March 1<sup>st</sup> 2011. The company will contribute on a dollar for dollar amount to a maximum of 2% of the employee's annual wages. Prior to the RRSP program being initiated, orientation sessions will be provided by the benefits carrier explaining the process to the employees.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement shall be in effect from May 1, 2010 and continue in full force and effect until April 30, 2013, 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 20th day of May 2010.

FOR THE EMPLOYER:  
765865 ONTARIO INC.  
c.o.b. DRYDEN AIR SERVICES

FOR THE UNION:  
NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF  
CANADA (CAW CANADA), LOCAL  
2002.

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LETTER OF UNDERSTANDING # 1 – CREW ROOM

BETWEEN

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

AND

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

Re: Crew Room

Management agrees after ratification that they will review and improve the conditions of the crew room.

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

For the Union:  
NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA),  
LOCAL 2002

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LETTER OF UNDERSTANDING # 2 – RE: DISABLED WORKERS

BETWEEN

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

AND

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

Re: Disabled Workers

The parties recognize the importance of returning ill or disabled employees to work at the earliest possible opportunity. The parties agree that early intervention is a necessary ingredient in a successful rehabilitation program. Accordingly, should an employee request, or should the employer offer a modified work program or medical accommodation to assist an employee to return to work from absence due to injury or illness, the parties shall meet to discuss available options to promote an employees return to work.

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

For the Union:  
NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION  
OF CANADA (CAW-CANADA),  
LOCAL 2002

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MEMORANDUM OF SETTLEMENT

BETWEEN

DRYDEN AIR SERVICES

AND

CAW LOCAL 2002

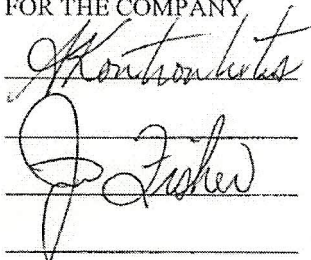
- This package contains all amendments, changes and alterations of the collective agreement that expired April 30, 2010 between Dryden Air Services and CAW Local 2002.
- Such changes shall be in full force and effect and shall be implemented upon ratification.
- Both parties to this settlement agree to unanimously recommend the contents of this package to their respective principles.

Increase all wage rates and job classifications effective as follows:

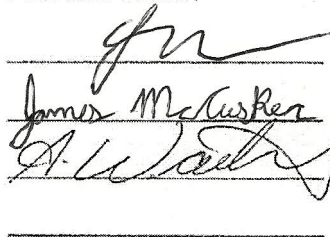
Wages:     Year 1 -- 2%  
              Year 2 -- 3 %  
              Year 3 -- 4%

Dated this May 20, 2010

FOR THE COMPANY

  
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FOR THE UNION

  
\_\_\_\_\_  
James McCusker  
A. W. [unclear]  
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