COLLECTIVE AGREEMENT

Between



United Ramp Incorporated

And



Unifor Local 2002

Effective: April 18, 2023 - April 17, 2026

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<u>ARTICLE 1 - PURPOSE OF AGREEMENT AND DEFINITIONS</u>

1.01 The purpose of this Agreement is to set forth the rights of the Parties and the rules concerning wages, hours of work and working conditions which will apply between the Parties.

It is agreed between the Parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 17.

Definitions - The following words, as used throughout this Agreement, will mean the following:

Agreement - means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.

Classification - means a category.

Company - means United Ramp as represented through Officers and Management at various levels or their delegated representatives.

Employee - means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.

Local Union - means Unifor Local 2002 located at 7015 Tranmere Dr., Unit 5, Mississauga, Ontario, L5S 1M2.

Location – mean area at Nanaimo Airport as represented in the certification.

Lock-out - means the closing of a place of employment, a suspension of work in accordance with Part 5 of the Labour Relations Code.

National Union - means the National office of Unifor located at 115 Gordon Baker Rd. Toronto, Ontario, M2H 0A8.

Shift - means a period of time within a day during which an employee is scheduled to work.

Shift Schedule - means a projection of all employee's shifts with regards to days worked and days off, including shift starting and terminating times.

Strike - means 1) a cessation of work, or 2) a refusal to work, or 3) a refusal to continue to work, or 4) an act or omission that is intended to or does restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another employer to agree to

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terms or conditions of employment of their employees, and "to strike" has a similar meaning.

Union - means Unifor and its Local 2002.

Full-time employee – an employee who is regularly scheduled and works an average of forty (40) hours per week.

Part-time employee – an employee who is regularly scheduled and works an average of less than forty (40) hours per week.

Casual employee – an employee who is not regularly scheduled and works on an as needed basis.

ARTICLE 2 - UNION RECOGNITION

- **2.01** The Company recognizes the Union as the sole bargaining agent for all employees performing the duties described in Article 18.
- **2.02** All employees shall, as a condition of employment, become Union members within thirty (30) days from the date of their employment.

Persons whose regular jobs are not in the bargaining unit shall not do work which is included in the bargaining unit that would directly result in a layoff.

The Company agrees to not subcontract out any work normally assigned to members covered by this Agreement that would directly result in a layoff.

2.03 The Company shall deduct from the wages of employees the amount of regular dues and initiation fee as may be assessed by the Local Union and remit the amount to the Union subject to the conditions set forth herein.

Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.

If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.

The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Local Union, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.

At the same time that income tax (T-4) slips are made available, the Company will provide each employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.

The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.

The Union agrees to indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any action at law against the parties hereto resulting from any such deduction or deductions from payrolls made pursuant to this Article.

<u>ARTICLE 3 - RATES OF PAY AND PREMIUMS</u>

- **3.01** De-Ice Premium of ten dollars (\$10.00) per flight where designated.
- **3.02** Rates of pay are on an hourly basis in accordance with the following schedules.
- **3.03** Employees will be paid semi-monthly by direct deposit.

<u>ARTICLE 4 - HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS</u>

- **4.01** Meal Period Employees who work more than five (5) consecutive hours will receive a thirty (30)-minute unpaid meal period.
- 4.02 Rest Period Employees who work at least an eight (8)-hour shift will receive two (2) fifteen (15)-minute paid breaks.
- 4.03 Shift Trades Employees may arrange for another employee to work their shift subject to Management's approval, however, it is understood and agreed that there shall be no additional costs incurred by the Company as a result of the said shift trade.
- **4.04** In accordance with Section 169.2 Rest Period in the Canada Labour Code, employees shall be scheduled with at least eight (8) hours between each shift.

ARTICLE 5 - OVERTIME AND RECALL

- **5.01** Employees will be paid time and one-half (1.5x) for all hours worked beyond forty (40) hours in a week.
 - Hours of work and overtime are in accordance with the modified work schedules within the Canada Labour Code.
- **5.02** No overtime shall be worked except by direction of the proper supervisory personnel of the Company.
- 5.03 It is recognized that occasionally employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled or due to operational requirements. Additionally, employees will be required to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other employee is scheduled to work or when there is an unplanned workload which cannot be deferred. In no event, however, will an employee be required to work the equivalent of a double shift.
- **5.04** Employees who work overtime on a scheduled day off will be paid for a minimum of three (3) hours for a shift scheduled to be less then eight (8) hours and four (4) hours if a scheduled shift was more then eight (8) hours.

ARTICLE 6 - PROBATION

- **6.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of three (3) calendar months of service, excluding any period of absence of seven (7) calendar days or more.
- 6.02 The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.
- 6.03 In the event of a staff reduction, probationary employees will be affected in inverse order of seniority in accordance with Article 7.07, but will not have the right to bump another employee or to lay off and recall.

ARTICLE 7 - SENIORITY AND STAFF REDUCTION

7.01 Employees will accrue seniority as follows:

Company Seniority - will date from the first day of work in any position with the Company.

- 7.02 In cases where two (2) or more employees have the same union seniority date, the sequence of seniority will be determined by the application of the following in the order stated:
 - Company Service Date for employees is date of hire with the Company.
 - By lot, in a manner mutually established by the Company and the Union.
- **7.03** Seniority Lists will be prepared, corrected, amended and published in the following manner:

Not later than March 30th and September 30th of each year, the Company will post on each bulletin board, complete seniority lists for each classification. These lists will show for each employee listed thereon, in order of union seniority, the employee number, name, status, company seniority date, union seniority date and sequencing determinant described in Article 7.02.

- 7.04 It will be the responsibility of each employee to examine the list and make written request for any correction during the twenty-one (21) calendar days following posting. The request will be forwarded to the Company in accordance with the instructions included on each seniority list with a copy to the Local Union.
- 7.05 All requests for corrections will be acknowledged and will be actioned after consultation with the Union within thirty (30) calendar days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.

7.06 Maintenance of Seniority

Seniority will be maintained and accumulated, except as provided for in the following:

The following will result in the loss of the employee's seniority, removal of their name from the seniority lists, and termination of employment rights.

- (a) When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement;
- (b) When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement;
- (c) Absent without leave (AWOL) for three (3) consecutive days;
- (d) Laid off for one (1) year.

7.07 Layoff

In all cases, the junior employee will be laid off first, provided the employees who remain can meet the Company's contractual requirements. Employees may choose to forego recall rights by accepting company severance.

- 7.08 The Company shall give at least fourteen (14) calendar days' notice to employees and the Union of any contemplated layoffs.
- **7.09** Employees, when laid off, must file their address and telephone number with the Employee Services Department and must advise that Department in writing of any subsequent change.

7.10 Recall

Recall will be in order of classification seniority.

Full-time vacancy - offer the position to the most senior qualified full-time employee who is currently laid off.

Part-time vacancy - offer the position to the most senior qualified employee, who is laid off, regardless of status.

- **7.11** Employees will be notified in writing by the Company when being recalled from layoff via email, registered mail or FEDEX.
- 7.12 The notified employee must advise the Company within twenty-four (24) hours after having received the notice if they wish to accept the recall. The employee shall reply to Local Management and send a copy of same to the Employee Service Department.
- **7.13** Recalled employees must report for duty within seven (7) calendar days from the date of advising the Company of their intent to return.
- 7.14 Failure to comply with this Article will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

7.15 Notices and Correspondence

Copies of all notices and correspondence relating to Article 7 shall be sent to the Local Union Chairperson by the person originating that piece of correspondence.

ARTICLE 8 - LEAVES OF ABSENCE

8.01 Voluntary Leave of Absence

When the requirements of the Company permit, an employee upon written request through his immediate supervisor, may be granted a voluntary leave of absence without pay for a period exceeding fourteen (14) consecutive calendar days but not exceeding six (6) months.

The granting of leave is at the sole discretion of the Company; however, requests will be considered in order of seniority and qualifications among those on hand at the time of granting.

The Company will indicate its approval of the leave in writing, including the commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company or in the event of a force majeure, the leave may be cancelled. If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request in writing to their immediate Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

8.02 Reassignment, Maternity, Parental Leave

Employees will be granted reassignment of duties, maternity and parental leave in accordance with the relevant provisions of the Canada Labour Code.

- 8.03 Additional leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period, upon written request by the employee, when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that they are unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability. In any event, any additional leave provided under this clause will be for a maximum period of six (6) months without pay.
- **8.04** An employee who takes or is required to take a leave under this Article will be reinstated in the position they occupied when the leave commenced, subject to the provisions of Article 7.
- **8.05** An employee will receive all advances or increases in pay during the period of leave for Maternity or Parental Leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.

- **8.06** The seniority of an employee will continue to accrue during the full period of the leave for Maternity or Parental Leave.
- 8.07 The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave in any decision to transfer or train the employee.
- 8.08 An employee on a Maternity or Parental Leave who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee.

8.09 Paternity Leave

Upon request, a male employee will be granted one (1) day with pay of paternity leave at the time of birth or adoption of their child.

8.10 Union Business Leave of Absence

An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a leave of absence for that purpose in accordance with the following:

8.11 The number of employees granted a Union leave will not exceed one (1) at any time.

The Union will advise the Company of the name of such employee, the term of the leave and the purpose.

- 8.12 The employee's participation in employee benefit plans with the exception of short term/long term disability will continue. The Union will repay the Company for the normal company costs incurred in employee benefit plans and the employee will continue to pay their contributions to the plan.
- **8.13** The employee will continue to accrue Company and Union seniority while on Union leave.

8.14 Sick Leave

An employee who is absent from work due to an illness or injury (other than an illness or injury covered by WorkSafeBC) will be allowed sick leave with pay as outlined in the following:

Subject to the provisions of Medical Leave under the Canada Labour Code, employees will receive the following:

- (a) After completing thirty (30) days of continuous employment with an employer, three (3) days of medical leave of absence with pay; and
- (b) following the period of thirty (30) days referred to in paragraph (a), at the beginning of each month after completing one month of continuous employment with the employer, one (1) day of medical leave of absence with pay; and
- (c) an employee is entitled to earn up to ten (10) days of medical leave of absence with pay in a calendar year.

The applicable pay for sick leave will be the employee's regular rate of pay in effect at the time the sick leave is taken.

Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while they are legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline up to and including discharge.

8.15 Bereavement Leave

When a death occurs in the immediate family of an employee, the employee will be granted Bereavement Leave with pay for three (3) consecutive working days. At the employee's option, these days will be taken immediately following the day of death or at the time of the funeral.

Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step-parents/grandparents) of employee or spouse and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, "spouse" and "common-law partner" will be as recognized by the Canada Labour Code.

In circumstances where the deceased is not a member of the immediate family (e.g., guardian, grandparents of employees spouse, brothers and sisters of spouse), an employee shall be granted Bereavement Leave with pay for one (1) working day. At the employee's option, this day will be taken immediately following the day of death or at the time of the funeral.

Additional leave without pay will be granted as follows:

- (a) Up to three (3) calendar days as requested by the employee for travel out of province;
- (b) Up to five (5) calendar days as requested by the employee for travel out of country;

(c) Up to an additional five (5) calendar days as granted by the Company.

8.16 Jury Duty and Witness Leave

Employees who are subpoenaed to serve as a juror or appear as a witness will be granted an unpaid leave for that purpose.

8.17 Compassionate Leave

Compassionate Leave (excluding Bereavement Leave) may be granted depending on the nature of the circumstances. Such leave may be with or without pay, as determined by the Company and in accordance with provisions of the Canada Labour Code.

ARTICLE 9 - HOLIDAYS

9.01 The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment and in accordance with the Canada labour Code.

New Year's Day Good Friday Victoria Day Canada Day

Labour Day National Day for Truth and Reconciliation

Thanksgiving Day Remembrance Day

Christmas Day Boxing Day

- 9.02 If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to qualified employees on each shift and classification in order of seniority. If insufficient volunteers are obtained, the Company may then assign the day off to employees on each shift and classification in inverse order of seniority. The Company will notify employees who are either granted or assigned the day off will be advised, in writing, at least seven (7) calendar days in advance of the holiday.
- 9.03 When an employee is granted a day off in accordance with Article 10, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be paid as per the Canada Labour Code. When an employee works on a holiday, the employee will be paid as per the Canada Labour Code.

ARTICLE 10 - VACATIONS

10.01 General

An employee will receive annual vacation with pay as provided for in Article 10.08, according to their years of employment with the Company.

- 10.02 Vacation is not cumulative and must be taken during the vacation year immediately following the period for which it was earned unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing. An employee who takes any vacation in a year other than the vacation year immediately following the year in which it was earned, will not exercise seniority in selecting dates for the delayed vacation and will not affect the vacation of any other employee.
- 10.03 The vacation year will be January 1st to December 31st
- 10.04 Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with twenty-one (21) calendar days or more may elect to take vacation in three (3) blocks.
- 10.05 It is recognized that restrictions on the number of employees allowed to take vacation at the same time may be necessary. Such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates.
- 10.06 Vacation dates, once confirmed, will not be changed unless there is agreement between the Company and the employee or in the case of emergencies, where the Company or the employee may change vacation schedules on fourteen (14) calendar days advance notice.
- 10.07 Where the employee changes their vacation schedule, they will be entitled to select their vacation dates at any other time which is not desired by another employee and where there is a vacancy in the schedule.

10.08 Entitlement

Employees who have completed less than one (1) year on December 31st will be entitled to one (1) days' vacation with pay for each twenty-six (26) calendar days of employment or portion thereof.

Employees who have completed one (1) or more years of employment by December 31st of each year will be entitled to vacation with pay, based on years of employment, in accordance with the following:

Years of Employment	Entitlement
1 through 4 years	14 calendar days/ 4% paid on each cheque
5 through 10 years	21 calendar days/6% paid on each cheque
11 years of completed service	28-calendar days/8% paid on each cheque

10.09 Selection

Vacation dates will be allocated in order of seniority within each classification. An employee may split their vacation entitlement into blocks of not less than one (1) week.

In such case, an employee's first preference will be in order of classification seniority, with the awarding of their subsequent preferences occurring after all other employees have made their selection. These subsequent preferences will be awarded in order of classification seniority.

No later than October 1st of each year, the Company will post a bulletin listing employees' in order of seniority and showing each employee's total vacation entitlement. In addition, and in the event employees who expect to be absent during the selection period have advised the Company of their selection and names will be noted on the bulletin.

Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31st. If possible, such selection is to be noted by each employee in order of their seniority with the most senior employee noting their vacation selection first and the most junior last.

Employees who expect to be absent during the selection period may advise the Company in advance and in writing, as to their selection of vacation dates.

An employee who fails to select their vacation dates no later than October 31st will be allowed a choice of available dates after all other employee(s) vacations are allocated. Such employee will select vacation dates from these available dates no later than November 3rd and in the event they fail to select, they will be allocated vacation dates by the Company from those that are available. No later than November 15th, the Company will post a bulletin showing the allocation of vacation dates for each employee.

10.10 Waiting List

Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

<u>ARTICLE 11 - GRIEVANCE PROCEDURE</u>

- 11.01 An employee, or group of employees covered by this Agreement, who have a grievance concerning the interpretation or alleged violation of this Agreement or other causes for complaint, shall be entitled to hearings and appeals as provided in the Article.
 - Step 1 Any complaint shall first be discussed with the appropriate Supervisor of the employee(s) concerned. The employee(s) concerned shall try to resolve the matter with the appropriate Supervisor and if they wish, may be accompanied by a Representative of the Union with a view to setting the matter promptly at the Local level.

Step 2

- (a) Should the matter not be resolved through discussion, the employee or their Representative may submit a written grievance to the Station Manager or designate within seven (7) days after the occurrence or awareness of the situation causing the grievance.
- (b) The grievance shall provide an adequate statement of the alleged violation and indicate the redress sought.
- (c) The Company shall hold a hearing within ten (10) calendar days of receipt by the Company of the written grievance and reasonable notice of the hearing shall be given to the Union.
- (d) Within ten (10) calendar days following this hearing, the Station Manager or designate shall render their decision, in writing, to all Parties concerned.

Step 3

- (a) Should the Step 2 decision be unsatisfactory or if no decision is made within the specified time limits, or no hearing scheduled, the Union may appeal to the Employer Representative or designate within seven (7) calendar days.
- (b) The Company shall hold a hearing within then ten (10) calendar days of receipt by written grievance and reasonable notice of the hearing shall be given to the Union.
- (c) Within seven (7) calendar days following this hearing, the Employer Representative or designate shall render their decision in writing to all Parties concerned.
- **11.02** The Union may initiate a general or policy grievance (Step 3) in writing, on any difference concerning the interpretation, or alleged violation of this Agreement, or other causes of complaint within fifteen (15) days following the date on which the Union first had or ought to have had knowledge of the event.
- 11.03 The Parties may extend the time limits by written agreement, when mutually agreed. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays and General Holidays.
- **11.04** At any hearing held throughout these grievance procedures, the grievor shall be represented by a duly accredited representative of the Local.
- **11.05** Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.

11.06 Any grievance not resolved at Step 2 of this Article may be referred to arbitration in accordance with Article 13

ARTICLE 12 - DISCIPLINE & DISCHARGE

- 12.01 No employee shall be disciplined or discharged without just cause. Where an employee has been disciplined or discharged, there should be the fullest possible discussion during the investigation procedure. An investigatory hearing between the Company and the employee will take place prior to disciplinary or discharge action being taken, within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if they so desire, they will have the assistance of a duly accredited representative(s) of the Union at the hearing. All efforts will be made to hold hearings during the employee's regular hours of work.
 - If the hearing cannot be held during the employee's regular hours of work, the employee shall be paid straight-time for time spent at the hearing.
- 12.02 Any employee who has been disciplined or discharged may file a grievance, in accordance with this Article of this Agreement. Employees will be advised in writing, together with the reasons, with a copy to the Union. Any grievance concerning the discharge of an employee may commence at Step 2 of the grievance procedure.
- 12.03 If it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service, pending the outcome of the investigation for up to a maximum of seven (7) days with pay, to provide the Company with sufficient time to investigate and consider all factors.
- 12.04 The Company shall remove any disciplinary correspondence from an employee's personnel file after twenty-four (24) months, provided there has not been another infraction. An employee shall be entitled to review their personnel file by submitting a letter to the Local Manager and remove any letters of discipline from their personnel file that have expired.
- **12.05** The Company shall provide the District Chairperson with a copy of any letter of discipline given to an employee.

ARTICLE 13 - ARBITRATION

- 13.01 Notice of intention to proceed to arbitration shall be made in writing to the Company's Labour Relations Department within fifteen (15) calendar days of the decision at Step 2 of the grievance procedure.
- 13.02 An Arbitrator selected jointly by the Parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided in

Articles 11 and 12. If the Parties are unable to agree on the choice of Arbitrator, either Party may request the Minister of Labour to name the Arbitrator or we will rotate through the list of Arbitrators in sequential order.

- **13.03** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.
- 13.04 The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

ARTICLE 14 - UNION/MANAGEMENT RELATIONS

14.01 Union/Management Meetings

It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust. To this end, joint meetings will be held twice per year between Management and not more than two (2) Union Representatives to promote better communication, mutual respect and understanding, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union/Management meetings however, will not be considered as being in lieu of the grievance procedure.

14.02 Letters of Understanding

Any Letter of Understanding negotiated between the Company and the Local Union will be deemed to form part of this Agreement as if it had been incorporated herein.

Each Letter of Understanding will be identified by a heading and a number and must be signed by Representatives of both Parties.

14.03 Time-Off - Union Representatives

The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels. The Company further recognizes the importance of the role of Union Representatives in carrying out the functions of Union business. It is therefore agreed that Union Representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible, consistent with service pressures. In order to facilitate this process, it will be the obligation of the Union Representative(s) to afford as much notice as possible of such needs and to obtain permission for the time required from their immediate

Supervisor/Manager and the Supervisor of the employee(s) involved. Additionally, the Union Representative will notify their Supervisor when returning to duty.

- **14.04** Time spent by a Union Representative attending meetings with the Company outside the Representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement), will be computed at straight time.
- **14.05** The Union will advise the Company in writing, of the names of its elected or appointed representatives.
- **14.06** The District Chairperson or their designate will be allocated thirty (30) minutes of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.
- 14.07 Subject to having received a minimum of four (4) weeks' advance notice, the Company further agrees that members of the bargaining unit selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary; said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Such leaves will not exceed one (1) employee per educational session to a maximum of forty (40) days of class time, with additional leaves granted subject to the agreement of the Company. Employees on said educational session will continue to accrue seniority and benefits during such time.

14.08 Bulletin Boards

The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the General Manager.

14.09 Data to be Supplied to Union

With each remittance required under Article 2, the Company will supply the Union with a list containing the following information:

- Employees by classification, status and rate of pay;
- Employees on lay-off or leave of absence;
- Newly hired employees;
- Employees who have resigned.

ARTICLE 15 - GENERAL

15.01 Health and Safety

The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places. Health and safety matters are important and all employees and Company Personnel have an obligation to bring any situation, which represents a hazard to health and safety, to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code, and all other applicable legislation, will govern the conduct of the Company, the Union and employees, in matters related to occupational health and safety.

- 15.02 A Health and Safety Committee, consisting of one (1) member appointed by the Company and one (1) member appointed by the Union will be established in the base. The Committee will meet as required to fulfil the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees.
- **15.03** The Union Health and Safety Representative is entitled to such time from their work as is necessary to carry out their functions as a Representative. Any time spent by them, carrying out those functions for the purposes of calculating wages owing, will be deemed to have been spent at their work.
- 15.04 The Company will allow time off for related union training for all Health and Safety Representatives, up to a maximum of one (1) employee for a maximum of three (3) days each per year.
- **15.05** With advance notice, the Local Union National Health and Safety Coordinator shall have access to all work areas and staff covered by this Agreement.
- 15.06 Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.
- 15.07 The Company agrees to supply, at no cost to the employees, all sanitary and safety clothing. This will include a sufficient supply of disposable latex gloves for aircraft cleaners to perform their work. At minimum, employees will be provided with one (1) pair per flight and will receive additional gloves, when required, to clean lavatories.
- **15.08** The Company agrees that no employee will be required to work alone or without regular observation or contact.

15.09 Footwear Allowance

The Company will pay employees a footwear allowance of one hundred dollars (\$100.00) per year of the Collective Agreement. Employees must provide a receipt to the Company.

Where footwear is damaged by a work accident reported in accordance with Company policy, the Company will either reimburse the employee for the reasonable costs of repair or pay the employee the applicable allowance for the replacement of the footwear.

15.10 Work Clothes and Uniforms

The Company will provide the following at no cost to employees: hat, beanie, pants, shorts, shirts, and fleece.

Lost items are replaced at full cost to the employee.

Alterations will be made at no cost to the employee. Pants and shirts will be replaced as wear and tear warrants.

15.11 Locker/Storage Facilities

Where space is reasonably available, employees will be provided with individual secure storage space for safe keeping of personal effects and work clothes.

15.12 Copies of Agreement

The Company and the Union will prepare a final draft of this Agreement and arrange for the distribution of the printed Agreement. The costs of printing of this Agreement will be shared between the Company and the Union. All employees and all levels of management concerned will be given a copy of the printed Agreement.

15.13 Benefit and Insurance Plans

The Company agrees to continue to provide to eligible employees, its Benefit and Insurance Plans.

15.14 No Discrimination/Harassment/Relationship

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 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. The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace. The Employer 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 Employer, at employee's straight time hourly wage rate, and the Employer and the Union will jointly provide the trainer.

Complaint Resolution - Discrimination or Harassment:

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

Tell the person involved as soon as possible how they feel and request that they stop the conduct found offensive.

- (a) 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 Employer and/or the Unifor 2002 Human Rights Coordinator.
- (b) The Parties will review the complaint and where it is warranted, a joint investigation by the Employer and the Unifor 2002 Human Rights Coordinator or their designate, will be conducted.
- (c) It is the intention of the Union and the Employer that, where practical, a joint investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the complaint.
- (d) All matters will be dealt with the utmost of confidentiality.
- (e) Any complaint not resolved through this process may be addressed by the Union or the complainant directly to the Employer, pursuant to the grievance procedure.

(f) Nothing herein shall prevent an employee from seeking redress under the Canada Human Rights Act with respect to complaints of harassment or discrimination.

ARTICLE 16 - UNION SECURITY

- **16.01** The Company shall deduct from the wages of employees, the amount of regular dues and initiation fee, as may be assessed by the Union Constitution and remit the amount to the Union, subject to the conditions set forth herein.
- **16.02** The amount to be deducted will not be changed except to conform to a change in the Union's Constitution.
- **16.03** Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 16.04 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 16.05 The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Local Union, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- **16.06** At the same time that income tax (T-4) slips are made available, the Company will provide each employee from whom deductions were made, with a statement of the amount of such deductions made in the previous year.
- 16.07 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.
- 16.08 The Union agrees to indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any action at law against the Parties hereto resulting from any such deduction or deductions from payrolls made pursuant to this Article.

ARTICLE 17 - DURATION OF AGREEMENT

17.01 This Agreement is effective on April 18, 2023 and will continue in full force and effect until April 17, 2026 and may be varied by mutual agreement, in writing, between the Parties hereto. It will remain binding thereafter from month to month unless notification, in writing, to reopen the Agreement is served by either Party not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month to month basis.

ARTICLE 18 - WAGES

Wage Schedule

Classification – Ground Service Agent	Current	April 18, 2023	April 18, 2024	April 18, 2025
Start	\$17.50	\$18.25	3%	3%
After Probation	\$18.00	\$19.00	3%	3%
After 1 Year	\$18.50	\$19.50	3%	3%
After 2 Years	\$18.96	\$20.00	3%	3%
After 3 Years	\$19.43	\$20.50	3%	3%

An employee designated as a Lead Hand will be paid the following premium:

- Start = \$1.00 per hour
- After 3 months and completion of training = \$2.00 per hour

SIGNATURE PAGE

Signed this 27th day of April, 2023.

On behalf of the Company:

United Ramp

James Bably

Mark Plaiston

CFO

On behalf of the Union:

Unifor Local 2002

Theresa Amicarelli

Assistant to the President - L2002

Sandi Mama

Sandi McManus

Unifor National Representative