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**TENTATIVE AGREEMENT MEMORANDUM**

**BETWEEN**

**CAS CANADA**

**AND**

**UNIFOR AND ITS LOCAL 2002**



**January 7, 2022**

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**ARTICLE 5 – RATES OF PAY AND PREMIUMS**

Increase of salary as follows:

- From January 1, 2022: two dollars (2\$) per hour
- From January 1, 2023: three percent (3%)
- From January 1, 2024: three percent (3%)

The tables in article 5.01 will look like so (minus the "2021" column):

	<b>Cargo Technician</b>			
	<b>2021</b>	<b>2022</b> <b>2\$</b>	<b>2023</b> <b>3%</b>	<b>2024</b> <b>3%</b>
0-6 months	14,04 \$	16,04 \$	16,52 \$	17,02 \$
7-12 months	14,69 \$	16,69 \$	17,19 \$	17,71 \$
13-18 months	15,33 \$	17,33 \$	17,85 \$	18,39 \$
19-24 months	15,98 \$	17,98 \$	18,52 \$	19,07 \$
25-30 months	16,62 \$	18,62 \$	19,18 \$	19,75 \$
31-36 months	17,26 \$	19,26 \$	19,84 \$	20,43 \$
37-42 months	18,27 \$	20,27 \$	20,88 \$	21,50 \$
43-48 months	19,01 \$	21,01 \$	21,64 \$	22,29 \$
49-54 months	19,71 \$	21,71 \$	22,36 \$	23,03 \$

	<b>Lead Cargo Technician</b>			
	<b>2021</b>	<b>2022</b> <b>2\$</b>	<b>2023</b> <b>3%</b>	<b>2024</b> <b>3%</b>
0-6 months	14,59 \$	16,59 \$	17,09 \$	17,60 \$
7-12 months	15,24 \$	17,24 \$	17,76 \$	18,29 \$
13-18 months	15,88 \$	17,88 \$	18,42 \$	18,97 \$
19-24 months	16,54 \$	18,54 \$	19,10 \$	19,67 \$
25-30 months	17,19 \$	19,19 \$	19,77 \$	20,36 \$
31-36 months	17,82 \$	19,82 \$	20,41 \$	21,03 \$
37-42 months	18,47 \$	20,47 \$	21,08 \$	21,72 \$
43-48 months	19,11 \$	21,11 \$	21,74 \$	22,40 \$
49-54 months	19,77 \$	21,77 \$	22,42 \$	23,10 \$
55-60 months	20,76 \$	22,76 \$	23,44 \$	24,15 \$
61-66 months	21,61 \$	23,61 \$	24,32 \$	25,05 \$
67-72 months	22,46 \$	24,46 \$	25,19 \$	25,95 \$

## ARTICLE 6 – HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

### **Increases of rest periods from fifteen (15) minutes to twenty (20) minutes.**

**6.05** Rest Periods - The Company agrees to continue its current practice with respect to rest periods when operationally feasible.

(a) An employee who is scheduled to work eight (8) or more consecutive hours in a day shall be scheduled to take two (2) **twenty (20) minutes** paid rest breaks, to be taken equally throughout the shift.

(b) An employee who is scheduled to work six (6) hours but less than eight (8) consecutive hours in a day shall be entitled to one (1) **twenty (20) minutes** paid rest breaks, to be taken equally throughout the shift.

## ARTICLE 10 – SENIORITY AND STAFF REDUCTION

### **Replace “twenty-four (24)” by “thirty-six (36).”**

**10.04.01.04** When the employee has been laid off or otherwise off work for a Continuing period of time in excess of **thirty-six (36)** months except as covered by a leave of absence as provided for elsewhere in this Agreement.

## ARTICLE 11 – LEAVE OF ABSENCE

**No more waiting time of one (1) full-day period prior to the commencement of the drawing on sick leave bank.**

**11.04.04** Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence except that employees will be entitled to elect to defer the commencement of disability insurance benefits until all of their accrued sick leave credits are exhausted. Debits for the balance of the shift will be recorded to the next quarter-hour. **Employees that have not completed probation will be entitled to the personal leaves as per the Canadian Labour Code.**

## **ARTICLE 13 – HOLIDAYS**

**Add September 30<sup>th</sup> to the Holidays as per the Canadian Labour Code – National Day of Truth and reconciliation**

**13.01** The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
**Truth and Reconciliation Day**  
Thanksgiving Day  
Christmas Day  
Boxing Day  
2 Floating Holidays (taken during each calendar year)

## **ARTICLE 14 – VACATION**

**The acquisition of the third (3<sup>rd</sup>) week of vacation after five (5) years of employment instead of six (6) years as per the Canadian Labour Code and the addition of a fifth (5<sup>th</sup>) week of vacation after 20 years of employment.**

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

<b><u>Years of Employment</u></b>	<b><u>Entitlement</u></b>
<b>1 through 4 years</b>	<b>14 calendar days</b>
<b>5 through 10 years</b>	<b>21 calendar days</b>
<b>11 through 19 years</b>	<b>28 calendar days</b>
<b>20 years and over</b>	<b>35 calendar days</b>

## **ARTICLE 19 – GENERAL**

### **The recognition of a Racial Justice Advocate and a Women’s Advocate.**

**19.11**            **Racial Justice Advocate:** In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate.

**19.11.01**        A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.

**19.11.02**        The Unifor Local Union President is responsible for the selection of the Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members. The advocate will be selected from members of the bargaining unit.

**19.11.03**        A Racial Justice Advocate is a workplace representative who will assist and provide confidential support for Black, Indigenous and racialized workers whose role in the workplace will include:

- Listening;
- Tracking and reporting any incidences of racism and discrimination to management and relevant Union staff including Unifor National Human Rights Director.
- Providing support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence in the workplace;
- Assisting with racial justice initiatives both inside and outside the workplace;
- Promoting access to community culturally appropriate services;
- Working with facility leadership to develop, implement and monitor an anti-racism action plan that is aligned with both Company and Union anti-racism and equity strategies;
- Networking with allied organizations and local community partners.

**19.11.04**        Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the union, if in agreement, will submit a leave of absence request for approval by the human resources department and such approval shall not be unreasonably withheld.

- 19.11.05** The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially.
- 19.11.06** The Employer will provide the Advocate with a management support person to assist them in their role.
- 19.11.07** The Employer and the Union will develop appropriate communications to inform all Black, Indigenous and racialized union members of the role of the Racial Justice Advocate and information on how to contact them.
- 19.11.08** The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union. Training expenses will be at the local union's cost.
- 19.11.09** The Employer agrees to pay for lost time for the advocates to fulfil their duties during their assigned work schedule.
- 19.12** **Women's Advocate:** The parties recognize that employees sometimes wish to discuss matters relating to domestic violence or harassment in the workplace with another woman. They may also want to learn more about specialized resources available in the community such as shelters.
- 19.12.01** The Women's Advocates are appointed by the union from among the women members of the bargaining unit.
- 19.12.02** A Women's Advocate is a workplace representative who will meet with members, discusses their problems and directs them to the appropriate resources when necessary.
- 19.12.03** Should the Women's Advocate require time off the job in order to fulfil their duties, the union, if in agreement, will submit a leave of absence request for approval by the human resources department and such approval shall not be unreasonably withheld.

- 19.12.04** The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially.
- 19.12.05** The Employer will provide the Advocate with a management support person to assist them in their role.
- 19.12.06** The Employer and the Union will develop appropriate communications to inform all women union members of the role of the Women’s Advocate and information on how to contact them.
- 19.12.07** The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union.
- 19.12.08** The Employer agrees to pay for lost time for the advocates to fulfil their duties during their assigned work schedule.

#### **ARTICLE 21 – DURATION OF AGREEMENT**

**Three (3) year contract starting on January 1, 2021.**

- 21.01** This Agreement is effective on January 1, **2022** and will continue in full force and effect until December 31, **2024**, 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 the expiry date, on a month-to-month basis, subject always to Article 21.02.

## **LETTER OF UNDERSTANDING NO. 8 – RETIREMENT SAVINGS PROGRAM**

**Increase of the company's maximum annual contribution match to the retirement savings program from five hundred dollars (500\$) to seven hundred dollars (700\$) for 2022, eight hundred dollars (800\$) for 2023 and nine hundred dollars (900\$) for 2024.**

**Text will be as follows:**

The Company shall offer to all employees that have completed at least one (1) year of service the opportunity to participate in a Registered Retirement Savings Program (RRSP). Participation in this said program is voluntary. Employees can invest, by payroll deduction, in the RRSP as outlined by the company. For each one dollar (\$1.00) invested by the employee, the Company will deposit one-half dollars (\$0.50) into the employee's account. The Company's maximum annual contribution match will be seven hundred dollars (\$700.00) for 2022, eight hundred dollars (\$800.00) for 2023 and nine hundred dollars (\$900.00) for 2024. Enrolment in the said program can only be accomplished on the first day of a calendar month.

## **NEW LETTER OF UNDERSTANDING NO. 9 – HEALTH AND SAFETY IMPLICATIONS DURING A DECLARED PUBLIC HEALTH EMERGENCY**

Should the federal or provincial government declare a public health emergency, the Company and the Union shall meet within seven (7) calendar days of the declaration to discuss the health and safety implications for employees of the bargaining unit and any other related topics which may include hazard pay for employees.

If the situation makes it impossible for the parties to meet in person, the parties will meet either on the phone or on a virtual platform.