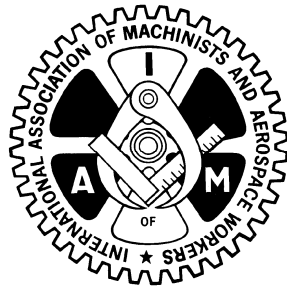


COLLECTIVE AGREEMENT

between

CAFAS FUELING ULC

and



**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS**

represented by

**DISTRICT 140
on behalf of Local Lodge 2301**

October 1, 2008 to September 30, 2012

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ARTICLE 1 AGREEMENT

The agreement made this 1st day of October **2008** by and between Cafas ULC and the International Association of Machinists and Aerospace Workers, District 140 on behalf of Local Lodge 2301, is hereby extended in all of its terms and conditions through September 30, **2012** except as specifically modified, amended or revised as follows.

ARTICLE 2 RECOGNITION

- 2.01** a) The Company recognizes the Union (District 140) as the collective bargaining agent for the fuelling and fuelling maintenance personnel who are employed by the Company at the Montréal Pierre Elliott Trudeau International Airport in Dorval and Montreal International Airport in Mirabel, Quebec for any/all fuelling working conditions.
- b) The Company also agrees to recognize District 140 (Local Lodge 2301) of the IAM for aviation related work at Dorval and Mirabel, limited to PTV & Ground Handling. The Company reserves the right to set the economic conditions for the first three (3) years. These terms and conditions will be covered by a separate labour agreement for each additional commercial contract.
- 2.02** a) The Union recognizes that the Company shall have the sole right to the management and operation of the business, including, but not limited to, the direction ad supervision of its employees, the establishment of working conditions, the hiring, promoting, demoting of employees, the disciplining and discharging of employees for just and sufficient cause. All of this, subject to the provisions of this Agreement and applied at all time in a just and reasonable manner.

b) Under normal operating conditions, Supervisors will not perform work covered under this Agreement except for training, or assisting an employee in a fuelling hook-up. In emergency situations, Supervisors may perform work covered under this Agreement only to the extent necessary to relieve the emergency situation. The Company will review through its monthly Union Management Meetings each frequency and reason. If there is abuse of work performed other than herein, two (2) hours straight time will be paid to the most eligible employee for each infraction.

ARTICLE 3 UNION SECURITY

3.01 All employees shall become members of the Union after initial employment and shall remain members of the Union in good standing thereafter. Should any employee cease to be a member in good standing of the Union, he shall, after two (2) weeks' notice in writing to the Company, no longer be eligible for employment and shall be dismissed.

3.02 The Company agrees to deduct Union dues from employees on a weekly basis. Such deductions shall commence with the first pay period.

3.03 The amount to be deducted shall be the equivalent of the regular dues payment of the Union and shall not include initiation fees, fines or special assessments.

3.04 The amount of dues so deducted from wages, accompanied by a statement of deductions shall be remitted by the Company to the Union, District 140, in alphabetical order and by status, i.e. CSST, sickness, leave of absence, etc. not later than fifteen (15) days following the deductions.

The employer shall hold the union dues deducted from employees pay, apart from its own monies, for the Union and its members and shall be the property of the Union.

3.05 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 of dues from any 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.

3.06 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Article of this Agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union, counsel is engaged by the Company, the Company shall be reimbursed for counsel fees incurred by it for any such defence. Save as aforesaid, Union shall indemnify and save harmless the Company from any losses, damages, costs, liabilities, judgments or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

- 3.07** If for any reason any portion of this Article or any portion of this Agreement is unenforceable or contrary to law, the parties hereto agree that such portion is severable and separable from the remainder of the Agreement and that the Agreement in all other respects shall continue in force and effect in accordance with the terms thereof. The portion under question, as per the above, may be renegotiated by both parties and may, upon approval of both parties, become part of this Agreement.
- 3.08** This entire Agreement or any portion of it may be amended only by mutual agreement of both parties involved.
- 3.09** **For the purpose of negotiation, the committee shall consist of three (3) members including the Shop Chairman and two (2) elected at large. The Company shall pay the salary of the members of the negotiating committee during negotiations.**

ARTICLE 4 STRIKE OR LOCKOUT

- 4.01** It is mutually agreed that there shall be no stoppage of work, picketing, strike or lockout during the term of this Agreement. If an employee is accused by the Company of violating the provisions of this article and if he is discharged from employment, such matter will be subject to the Grievance Procedure as set forth in this Agreement.

ARTICLE 5 WORKING HOURS AND OVERTIME

- 5.01** This Article defines the hours of work and provides the basis for the calculation of overtime for all hourly-rated employees.
- 5.02** a) The normal pay shall consist of forty (40) hours in a calendar week.

- b) Facility men, Tank Farm Operators and **Lead Refuellers** shall be scheduled to work a 4/3 schedule; ten (10) hours per day with rotating days off and with every third week-end off, except as mutually agreed by the Company and the Union Shop Committee.
- c) Twenty five percent (25%) of refuellers shall be scheduled to work a 4/3 schedule; ten (10) hours per day with rotating days off and with every third weekend off, except as mutually agreed by the Company and the Union Shop Committee. The remaining refuellers shall be scheduled on a 5/2 schedule, except as mutually agreed by the Company and the Union Shop Committee, eight (8) hours per day, with two (2) consecutive weekend days off (weekends shall be understood to mean Friday, Saturday, Sunday and Monday) every effort will be made to schedule off the majority of refuellers on Saturday and Sunday, except as mutually agreed by the Company and Union Shop Committee.

5.03 a) In the event overtime was approved in advance by the employee's Supervisor, all time worked in excess of ten (10) hours per day (for employees on a 4/3 schedule) and eight (8) hours per day (for employees on a 5/2 schedule) shall be considered overtime and be paid at a rate of time and one half and/or at a rate of double time, whichever is applicable.

- b) Any employee who works sixteen (16) or more hours in any twenty-four (24) hour period (whether consecutive or broken) will be entitled to seven (7) consecutive hours rest prior to reporting for work. If scheduled to report for work prior to having such rest, the employee will continue on overtime rate for all hours worked thereafter until he has had seven (7) consecutive hours of rest. The Company may require the employee to take the necessary time off during his regular shift to provide such rest, providing the employee is compensated for such time off at **his** regular hourly rate.
- c) **Company will follow past practice that, based on operational requirements, on late shifts an employee who is required to work overtime the next morning may be allowed to leave early with pay to get a seven (7) hour rest period.**

5.04 In the event an employee is recalled to the job after having completed his daily work assignment or if he is called into work on his scheduled day off, he shall be entitled to a minimum of four (4) hours work at a rate of time and one half for the first four (4) hours and double time thereafter, except that if he requests to be relieved before the completion of four (4) hours work, and is relieved, he would then be paid for the number of hours actually worked.

In order to respond to the extraordinary flight schedules at Mirabel International Airport, the following conditions apply.

In the event that an employee is recalled to work after having completed regularly scheduled shift or in the event he is called into work on his scheduled day off to do a refuelling assignment, he shall be entitled to a minimum of four (4) hours at time and one half (1 ½) and one (1) hour at double time.

In the event that an employee is recalled a second time to do a fuelling assignment within the same calendar day of his first call, he will be entitled to on-call payment plus mileage compensation from his home to Mirabel Airport. The designated on-call refueller (which will be subject to the bidding procedures outlined in the agreement) and will be normally assigned to the morning shift.

An on-call refueller will receive an increase of two dollars (\$2) per hour above his rate, and also be provided with a cellular phone in order to facilitate his refuelling assignments only.

- 5.05**
- a) An employee who works overtime after his scheduled work assignment (authorized overtime) shall be guaranteed a minimum of one (1) hour's pay at the applicable rate of pay.
 - b) Any employee canvassed for overtime at the shop prior to his scheduled starting time shall be guaranteed one (1) hour's pay at the applicable rate of pay.
 - c) Any employee requested to report to work two (2) hours or less prior to his scheduled starting time shall be guaranteed a minimum of two (2) hours' pay at the applicable rate of pay.

d) Any employee who is requested to work overtime in conjunction with his regular hours of work (before or after shift) shall be paid at a rate of time and one half (1 ½) for the first four (4) hours and double time thereafter for the remainder of the overtime worked.

5.06 An employee will be allowed a ten (10) minute wash up period prior to termination of his shift. Should there be authorized reason to miss a wash up period in excess of one (1) per week; such employee will be granted fifteen (15) minutes at straight time for each occurrence. Should there be a pattern of incidents presented to the monthly Union Management meetings, and such incidents establish an abusive pattern, compensation of fifteen (15) minutes for each incident will be granted at overtime rate.

5.07 An employee working overtime in excess of four (4) hours shall be allowed a thirty (30) minute period with pay. In addition, the Company will provide a meal ticket in the amount of **twelve** dollars (\$12.00). **Effective October 1, 2010, meal ticket will increase to thirteen dollars (\$13.00).**

5.08 All overtime that has been offered and declined by an employee shall be credited against his account as overtime worked up to the maximum of his regular scheduled hours in any one day. Overtime records shall be kept available for employee's inspection.

5.09 a) The purpose of this article is to predetermine the individuals involved in the overtime selection and to assure a fair distribution of overtime.

b) The Supervisor shall canvas for overtime approximately two (2) hours prior to shift ending time. At this time, if the employee is unable to reply, a negative answer shall be assumed and so entered.

- c) Employees shall have the right to refuse overtime and this refusal shall in no way affect their rights to future overtime subject to their respective positions in the master overtime list.
- d) Separate overtime records shall be maintained by the Company in all classifications on a quarterly basis commencing on the first Sunday of October.
- e) **Eligibility:**

Employees shall become eligible for overtime if they have the lowest amount of overtime hours worked or charged in a quarterly overtime period and fall into one (1) of the categories listed below. In case of a tie, classification seniority shall govern:

Section No. 1:

- i) Most eligible employee going off shift.
- ii) Most eligible employee scheduled to commence next shift, provided that employee has not worked overtime on his previous shift except in Lead and Acting Lead classifications.
- iii) Most eligible employee scheduled to work that day.
- iv) Most eligible employee on scheduled day off.

Section No. 2:

Lowest amount of overtime hours worked or charged in a quarterly overtime period.

- f) Supervisors shall be responsible for ensuring that the most eligible employees are not sent home prior to less eligible employees. It is understood that a Shop Steward on shift or the designated employee will review the overtime work sheet and indicate that he has done so by signing the sheet.

- g) Any employee accepting the position of "Acting Supervisor" shall be charged the maximum amount of overtime hours recorded for all employees in his classification from the effective date of such promotion to the date of return to his normal classification.
- h) Refueller acting as "Facility person" or "Tank Farm Operator" shall be charged the overtime hours of the highest "Facility person" or "Tank Farm Operator" upon transfer. All overtime hours worked and/or charged to a Refueller acting as a "Facility person" or "Tank Farm Operator" shall be incorporated into his quarterly overtime Refueller record upon his return to his classification. Tank Farm Operator acting as a temporary "Facility person" shall be charged the overtime hours of the highest "Facility person" upon transfer. All overtime hours worked and/or charged to a Tank Farm Operator acting as a temporary Facility person shall be incorporated into his quarterly overtime Tank Farm Operators record upon his return to his classification.
- i) If overtime is required at Mirabel after 24:00 hours for a period of three (3) hours or less, the shift finishing prior to the overtime requirement(s) shall be canvassed first.
- j) In the event an employee is off sick, he must work a regular shift before being canvassed for overtime.

Note: For the purpose of this Article all a.m. shifts to be considered as one.

All p.m. shifts to be considered as one.

All night shifts shall be considered as one.

- 5.10** a) Telephone canvassing for overtime purposes shall be to the employee's supplied telephone number only, as listed in the Supervisor's "Overtime Telephone Directory". No other telephone number shall be considered.

- b) It is the responsibility of the employee to ensure his telephone number is correctly entered on the overtime list. Any employee may have his telephone number removed from said directory at any time. However, his number may not be reinstated on the directory until the commencement of the next "Master Sheet", in his classification.
- c) An employee on overtime shall punch out at the time designated by the Supervisor. Should he punch out earlier than a less eligible employee, the employee who punched out early shall be charged to the time he was instructed to punch out by the Supervisor.
- d) Overtime requirement of one (1) hour or less: no "bumping" procedure shall be instituted if the aircraft fuelling procedure is in progress. However, "bumping" procedure shall be instituted if the fuelling procedure has not commenced.
- e) Liability to overtime charging procedures shall prevail in all cases, except those of the bereavement and CSST.
- f) In the event the Company selects an employee for overtime in violation of this Agreement, the Company agrees to pay the correct employee equivalent hours at straight time rate.

5.11 Workmen compensation

- a) In the event an employee is injured on the job or suffers an industrial illness on the job and the doctor sends him home during his normal work shift, he shall be paid for the full shift.

- b) In case any visit or visits are requested by a Company doctor, hospital or Compensation Board or employee's doctor, pertaining to an accident which happened on the job, the Company will allow an employee time off with no loss of pay to attend such visits if they are during his scheduled time of work. The employee will provide verification as required by the Company, less any compensation pay he might later receive.
- c) Employees who sustain an occupational injury compensated by the CSST will continue to be paid their current weekly rate (with applicable deductions) by the Company on their normal payday to a maximum of two (2) calendar weeks in any one calendar year. It is agreed that the Company shall absorb any difference between the amount paid by the CSST and the employees current weekly rate during that two (2) weeks period.

An employee having sustained an occupational injury and who is subsequently absent due to such injury, shall have the first two (2) weeks of said absence paid by the Company on the next two (2) normally scheduled pay days, provided the employee reports such injury in the normal manner.

- d) If the employee's scheduled vacation period falls extended sick and/or injury leave compensated by the CSST for an accident taking place while in the employ of this said employer, said vacation leave will be rescheduled to a date after the employee returns to work. Such vacation leave will be agreed to by the Company, the Shop Committee and the employee.

- 5.12** A lunch period of thirty (30) minutes shall be given to each regular full-time employee and such lunch period will be scheduled between the beginning of the third hour and end of the sixth hour. Instances of disrupted lunch periods will be referred to the Union Management meetings for review. Established patterns of abusive disruptions will be compensated for by paying thirty (30) minutes straight time pay for each incident.
- 5.13** a) Employees shall be on fixed shifts and rotating days off, except for employees in the Lead Facility **and Tank Farm Lead** classifications, who shall be on a fixed shift with fixed days off.
- b) Upon request by an employee, the Company may allow an employee to change a shift for one (1) day with another employee with the provision that the proposed change is within the same two (2) calendar weeks and no overtime payment results and there is no change in premium.
- c) With the approval of management, an employee will be allowed to exchange a scheduled day off with another employee or will be allowed an exchange of shift with another employee. It is understood that such exchange must be in the same two (2) calendar weeks. Employees involved in such an exchange shall not be considered for overtime until everyone else has been canvassed and refused, and further provided, that working such overtime will not be a violation of Article 5.03 b).

- 5.14** a) There shall be a general shift bid to allow employees to make their choice of shifts in accordance with the classification seniority, twice per year. Classifications of Refuellers, Tank Farm Operators, Facility men, Leads and Acting Leads shall be re-bid as per above. These bids shall become effective on the first Sunday in May and the first Sunday in November of each year. Prior to posting of the bid sheets, the final approved schedule shall be posted for five (5) days. The bid sheets shall be subject to Article 15.01. A photocopy of the completed bid sheets shall be given to the Union Shop Chairman upon removal from the bid area or when the bid is withdrawn.
- b) The Union President and Union Local Shop Chairman shall be assigned to the morning shift, unless mutually agreed by the Union President and the local Station Manager.
- 5.15** a) The Company shall provide at least seventy-two (72) hours notice of the change of shift for an employee, except under conditions outside of the control of the Company that does not permit seventy-two (72) hours notice.
- b) There shall be no alteration of working hours schedules without notice in writing to the Shop Chairman and Local Lodge President at least seventy-two (72) hours before the effective time of application of the new schedules and they have had an opportunity to discuss with the Company any objections or suggestions which may modify the proposed schedule, subject to Article 10.05.

c) A scheduling committee will be established, comprised of equal representation from the Company and Union Local 2301 in order to oversee, and respond to any changes which may affect the working schedules. The committee will meet on a regular basis and exercise their duties in respect to the guidelines set forth in Article 5. Any changes to the weekly schedule must have prior approval of the scheduling committee. Company will allocate two (2) people – half a day each – two times in April and October – on Company premises with pay.

5.16 a) During an employee's one hundred and twenty (120) working days probationary period, he shall not be allowed to work any overtime unless no permanent employee has agreed to work.

b) Leads and Acting Leads, on any day that they are scheduled in Lead capacity, shall not be allowed to work overtime in refuellers classification unless no permanent employee in that classification has agreed to work or it is an emergency situation, (exclusive of days off). N.B. Acting Leads will be incorporated into Leads overtime list (see overtime rules and regulations).

c) Should a permanent Lead be off work for extended sickness or on vacation, he will be replaced by the permanent Acting Lead from the same shift. The Acting Lead's position will then be covered by the successful vacation relief bidder.

d) Leads and Acting Leads overtime eligibility

i) Leads or Acting Leads going off shift

ii) Leads or Acting Leads coming on shift

iii) Leads or Acting Leads on day off (most senior with least amount of overtime hours)

ARTICLE 6 STATUTORY HOLIDAYS

6.01 a) All employees are entitled to the following holidays:

New Year's Day
Heritage Day (February 18)
Good Friday
Victoria Day
St. Jean Baptiste Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

b) The first five (5) statutory holidays commencing October 1st shall be accumulated as time off paid at regular time and may be combined with an employee's annual vacation. **Employees must be prepared to select these five (5) accumulated days by February 18th of each year.** The remaining statutory holidays shall be paid at regular time, plus time and one half (1 ½) for all hours worked.

When a holiday falls on a scheduled day off, an additional ten (10) hours pay at straight time shall be paid for those employees on a 4/3 schedule and an additional eight (8) hours pay at straight time shall be paid for those employees on a 5/2 schedule.

6.02 a) Employees required or scheduled to work on any of the statutory holidays, shall be paid time and one half (1 ½) for scheduled hours.

b) The Company will record an employees accumulated statutory holidays in hours in the event an employee changes from a 4/3 schedule to a 5/2 schedule.

- c) Employees working overtime on any statutory holidays shall be paid at double time.

6.03 Determination of shifts for legal (statutory) holiday pay purposes.

- a) "Morning" shifts will be eligible for statutory holiday benefits for all hours worked between 00:01 hours and 24:00 hours of the holiday.
- b) "Afternoon" shifts will be eligible for statutory holiday benefits from the scheduled end time of the day before a holiday to the scheduled end time of the holiday.

Example: Men scheduled to work 1330 - 2130 on a Friday holiday will be eligible for statutory holiday benefits for hours worked from 2130 Thursday to 2130 Friday. A man works regular 1330 - 2130 shift Thursday, is kept three (3) hours overtime. He gets time and one half (1.5) for the three (3) overtime hours. He then works 1330 - 2130 Friday and again works three (3) hours overtime. These three (3) hours are paid at the regular overtime rates.

- c) "Night" shift will be eligible for statutory holiday benefits for all hours worked during a twenty four (24) hour period starting at normal start time.

Example: Start time is 2200 Thursday, holiday is Friday. He will be eligible for statutory holiday benefits for all hours up to 2200 Friday.

6.04 Should a statutory holiday fall during an employee's vacation, he will be entitled to select either the day prior to the beginning of his vacation or the day immediately following his vacation period **in lieu of such statutory holiday in line with 6.01 b).** This selection shall be made at the same time he selects his vacation period and given to the management representative responsible for the vacation schedule.

ARTICLE 7 BEREAVEMENT LEAVE

7.01 In the event of a death in the employee's immediate family, (brother, sister, grandparents, of self or common law spouse), he would receive the next three (3) scheduled working days off with pay.

In the event of the death of an employee's current common law spouse, **parent, legal guardian** or child, the employee will receive the next calendar week off with pay (based on the pay week in effect). If the employee elects, he may take five (5) additional days from his vacation allotment.

In the event of the death of an employee's current brother-in-law or current sister-in-law, the employee will receive one (1) additional day off with pay, if scheduled to work on the day of the funeral service.

In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty immediately and paid for the balance of that work day. This shall not constitute a day off as per this Article.

ARTICLE 8 JURY DUTY

- 8.01** Employees subpoenaed as witness or required to serve on a jury, shall be paid by the Company, the difference between the amount they receive for such service and their normal daily earnings.
- 8.02** a) An employee subpoenaed to go to Court shall be granted by the Company, a leave of absence without pay.

ARTICLE 9 LEAVE OF ABSENCE

- 9.01** The Company shall, upon written request with seventy-two (72) hours' notice when possible, grant a leave of absence without pay to Union Delegates, not to exceed five (5) by number. Such leave of absence for the transaction of union business shall not exceed an aggregate of one hundred and fifty (150) working days per annum. Should it become necessary, during the lifetime of this Collective Agreement to exceed the aforementioned one hundred and fifty (150) working days, the Company will meet with the Union to negotiate additional days. The seniority of employees on a leave of absence shall accumulate while on such leave.

Leave of absence may also be granted to employees with at least one (1) year of service for reasons agreed to by the Company.

Any employee granted a leave of absence who engages in other employment while on said leave of absence, shall be subject to disciplinary action up to and including termination.

Any request for a leave of absence by an employee must be in writing to the **General** Manager at least one (1) week (seven calendar days) prior to the execution of the request, and said leave shall be granted at the sole discretion of the Company.

9.02 An employee shall be granted a leave of absence without pay and with accumulation of seniority for purposes of accepting an appointment to fill an elected public office and/or Union office, which necessitates this type of leave.

The duration of this leave will be limited to the established maximum of twelve (12) months, plus application for extension.

Any employee who loses his driver's licence will be granted a leave of absence up to twenty-four (24) months plus AD & D.

9.03 A leave of absence without pay shall be granted, at the discretion of the Company, to an employee who has at least two (2) years of continuous employment and who requests such leave for full time attendance at a school of recognized educational standards, but such leave shall continue only throughout the duration of a full academic year plus one (1) week. Seniority shall accumulate while he is on such leave.

Parental Leave

The Company will comply with Canadian applicable Federal and Provincial regulations on paternal leave. Company will not object to employee splitting the five (5) week paternity leave one time e.g. one (1) week and four (4) weeks. Notification to Company two (2) weeks before due or adoption date.

ARTICLE 10 SENIORITY

10.01 New employees shall be on probation for the first one hundred and twenty (120) working days of service (**960 regular scheduled hours worked**). Such working days will exclude any time off for illness or injury (e.g. CSST). During such probation, all terms and conditions, except Article 13 and 18 of this Agreement shall apply to such employees. The Company shall not discharge such employee except for just cause. Upon completion of the probationary period, seniority shall be established as of the hiring date of employment by the Company in a particular classification. **The Company shall publish a seniority list by classification on a quarterly basis.**

10.02 a) There are eight (8) classifications:

Lead Refuellers, Acting Lead Refuellers, Refuellers, Lead Facility Men, Facility Men, Lead Tank Farm Operators, Acting Lead Tank Farm Operators, Tank Farm Operators.

Should an employee on the Lead or Acting Lead list, successfully bid at shift bid times, as a Refueller or Facility person, the employee's name shall be removed from the Lead or Acting-Lead seniority list.

Also, should any Lead or Acting-Lead resign his position, his name shall be removed from the Lead or Acting Lead seniority list and he shall forfeit his seniority in the classification from which he has resigned.

When a vacancy occurs in the Lead classification, employees who, at that time appear on the Acting-Lead seniority list shall have preference based upon time served as Acting-Lead.

An employee, who has transferred from one classification to another, shall have the right to return to his previous classification, at any time up to a limit of ninety (90) days, with no loss of any accrued seniority rights.

The Company is also allowed to return an employee to his old classification if he does not meet the operational requirements.

The regular working hours will be used to determine the seniority in full-time status of an employee going from part-time to full-time.

- b) Permanent employees transferring from the original classification, in which they were hired to another, shall retain and accrue seniority in that classification. Such seniority as retained and accrued in a previous classification under this provision shall be effective only in cases of an overall layoff.

It is further understood that an employee transferred from one classification to another will accrue seniority in his new classification from the date of transfer. All transfers from one classification to another shall be governed by a vacancy opportunity and in accordance with Article 15 of the Collective Agreement.

- c) If the need for Tank Farm Operators arises at Mirabel, the parties to this Agreement shall meet to discuss implementation of the Tank Farm Operator classification.

10.03 Seniority within classification shall be exercised in determining an employee's shift and in the event of a reduction of work force by reverse order of seniority or subsequent recall by seniority.

10.04 a) Employees are to select their vacation period based on length of service in the bargaining unit.

b) Company seniority shall be used to determine accrual of vacation benefits or other benefits based upon total length of service.

10.05 a) When it becomes necessary to reduce the work force, seniority will govern. However, the Company shall consider the employee's overall Company seniority in the event that he had worked in another classification prior to the time of the anticipated layoff in his existing classification. It is agreed that the Company will give the affected employees who have served more than **one hundred and twenty (120) working days (960 regular scheduled hours)** with the Company, two (2) calendar weeks' notice or pay in lieu thereof, except when there is a cessation of work due to circumstances beyond the control of the Company, a twenty-four (24) hours notice will be given to employees by the Company.

Permanent employees in any classification on the list as of October 1, 1986 will not be laid off or placed on laid off status, while part-time employees are employed.

b) Should the Company terminate the employment of an employee with more than twelve (12) months of employment, the Company shall, except where the termination is by way of dismissal for just cause, pay to the employee two (2) days wages at his regular rate of wages for his regular hours per year of employment with a minimum of five (5) days.

10.06 The Local Lodge President, Vice President, Recording Secretary, Secretary-Treasurer, Shop **Chairman** and Senior Shop Steward in each of the following classifications - Refueller and Facility person shall have top seniority within such classifications for the purpose of layoff only.

The Union agrees to notify the Company, in writing, of the names of the above-mentioned members in January of each year, and of any changes that may occur to the said list during the year.

The Company shall provide an office for union business and for the Union Safety Committee Co-Chairman. The Chief Stewart shall have the last hour of his shift for union business paid by the Company.

10.07 Recall shall be by classification seniority and by means of a registered letter sent to the last address of the laid off employee, limited to four (4) years after layoff. Failure to report to work within fifteen (15) calendar days after such recall notice has been mailed, will involve forfeiture of recall rights and seniority. The Union is to be informed by copy of such notice.

10.08 Employees who are promoted out into a management position on a trial basis will remain in the bargaining unit and the Company will continue to deduct union dues. **Such promotions are for illness replacement and vacation relief.** Employees shall continue to retain and accrue seniority under this Agreement for a period of **1,400 hours per calendar year**. If he continues to perform in such job past **1,400 hours**, his name will be removed from the bargaining unit seniority list. **In the event that the Company does not get any qualified candidates responding to posted bid, Company can increase hours to cover extended illness upon mutual agreement between the parties.**

When appropriate, the Company will post a notice requesting that employees interested in the position of Acting Supervisor, indicate their interest, in writing, to the General Manager. The Company will determine which employees may have the necessary ability and depending on availability, will attempt to give the interested employees some exposure in this position.

10.09 Employees promoted from their original classification to a **permanent position in** another classification shall continue to retain and accrue seniority in that classification from which they were promoted and shall appear on both seniority lists. The date to be considered for seniority list purposes shall be the date upon which an employee first enters a classification.

ARTICLE 11 DISCRIMINATION

11.01 The Company agrees to respect existing legislation with regard to discrimination.

ARTICLE 12 REPRIMAND, DISCHARGE AND SUSPENSION

12.01 The Company agrees that no employee having seniority shall be discharged or suspended except for just and sufficient cause. It further agrees to notify the Union of the discharge, or suspension of any employee with seniority and the Union may invoke the grievance procedure as set forth in Article 13, if the employee submits a written grievance and the Union alleges that the discharge or suspension was not warranted.

In the case of a written reprimand issued to an employee for an infraction of a Company rule, the Company shall remove from the employee's file said reprimand after a period of two (2) years, provided the employee did not receive additional disciplinary actions or reprimands.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 Any dispute, as herein defined between the Company and employees covered by this Agreement, shall be subject to adjustment by the procedure described in this article.

13.02 A dispute shall be defined as a controversy arising from the following: any matter concerning interpretation, application, construction, performance or violation of any provision of this Agreement.

13.03 a) Step No. 1 - When any dispute shall arise, it shall be discussed between the Supervisor, the Shop Steward, and if necessary, the employee concerned within ten (10) working days after the employee had knowledge of the event giving rise to the grievance. The Supervisor shall investigate the dispute and give an answer to the Shop Steward within two (2) working days.

b) Step. No. 2 - If the dispute is not resolved in Step No. 1, a written grievance shall be presented to the Assistant Manager or the Senior Supervisor within three (3) working days of the answer in Step No. 1. The grievance will be investigated with the Union and shall be answered within three (3) working days after receipt of such grievance.

c) Step No. 3 - If the grievance is not resolved, it shall be presented to the **General** Manager within three (3) **working** days of the answer in Step No. 2. He will investigate the grievance with the Union and will answer within five (5) working days. If no settlement is achieved, the grievance may be submitted to arbitration. The time limits in the above steps may be waived by mutual agreement.

d) The Company shall justify their answer at all steps of the grievance procedure.

In the case of suspension or termination of an employee, the written grievance may be submitted directly to Step No. 3.

13.04 Either party may demand arbitration within thirty-five (35) days of the answer given in Step No. 3, and in the event that they are unable to agree upon an impartial Arbitrator, he shall be designated, upon request of either party, by the Minister of Labour. The decision and award of such Arbitrator shall be final and binding upon the parties; the costs of the Arbitrator shall be borne equally by the parties hereto.

13.05 a) The Company and the Union agree that the Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The Arbitrator's jurisdiction shall be limited to matters concerning the interpretation, application or compliance with the provision of this Labour Agreement.

b) At any stage, the employee, the Company or the Union, shall have the right to have any witnesses present who can give evidence on the matter in question.

c) Employees of the Company required at any hearing by the Arbitrator will be given leave of absence for the required time without pay. Employees subpoenaed and/or asked by the Company to attend a hearing shall receive pay for such time at the applicable rate.

d) In the case of disciplinary or discharge appeals, the Arbitrator may either uphold the Company's final decision, fully exonerate and reinstate the employee with pay for all lost time, or render such intermediate decision as it considers just and equitable.

ARTICLE 14 VACATIONS

14.01 a) Employees with less than five (5) consecutive years of employment will receive two (2) weeks vacation and receive four percent (4%) of the wages they have received during the year of employment or two (2) weeks pay whichever is greater in respect of which they are entitled to the vacation.

Employees having completed five (5) consecutive years of employment will receive three (3) weeks vacation and receive six percent (6%) of wages they have received during the year of employment or three (3) weeks pay whichever is greater in respect of which they are entitled to vacation.

Employees having completed ten (10) consecutive years of employment will receive four (4) weeks vacation and receive eight percent (8%) of wages they have received during the year of employment or four (4) weeks pay whichever is greater in respect of which they are entitled to the vacation.

Employees having completed twenty (20) consecutive years of employment will receive five (5) weeks vacation and receive ten percent (10%) of the wages they have received during the year of employment or five (5) weeks pay whichever is greater in respect of which they are entitled to the vacation.

Employees having completed twenty-five (25) consecutive years of employment will receive six (6) weeks vacation and receive twelve percent (12%) of the wages they have received during the year of employment or six (6) weeks pay whichever is greater in respect of which they are entitled to the vacation.

All vacation periods are based on a calendar week.

It is understood that the purpose of “pay whichever is greater” (in the previous agreement) was to ensure a part-time employee who transfers to full time status would get a full salary income during his vacation. When employees’ vacation pay percentage (details above) results in less than his full time base rate income during his vacation, the same percentage of his short term weekly indemnity payments will be added to top up his pay to a maximum of his full time base rate vacation pay.

14.02 The length of employment for the purpose of the foregoing (Article 14.01) vacation schedule shall be computed on the basis of the amount of vacation the employee is entitled to on his anniversary date of employment.

14.03 a) The available vacation period shall be scheduled between January 1st and December 31st in each calendar year. Vacations shall be calculated as of May 1st of each year. A maximum of seven (7) Refuellers, two (2) Mechanics, and two (2) Tank Farm Operators at Dorval, and a maximum of one (1) Refueller and one (1) Mechanic, at Mirabel may be allotted vacations per week.

b) The vacation schedule shall be posted in order that employees will be aware of the available vacation weeks. All employees must be prepared to bid by April 15th for vacations between May 15th and May 14th **of the following year**. There shall be a second bid for all remaining vacations and employees shall be prepared to bid by November 1st. Employees can elect to split their vacation without penalty.

- c) Accumulated statutory holidays may be combined with annual vacations after **February 18th** of each year. Overall Company seniority will govern with regard to an employee's selection priority in conjunction with Article 15.07.
- d) **Employees with vacation entitlements in excess of three (3) weeks may elect to receive pay in lieu of taking excess vacation, such decision to be made after the vacation bid.**

ARTICLE 15 PROMOTIONS OR VACANCIES

15.01 When a vacancy **occurs** or a new position is created, such vacancy or new position will be automatically posted for bids for a period of seven (7) days. **Successful employee's name shall be posted for a period of fourteen (14) days after the selection.**

15.02 Seniority will be the governing factor in selecting an employee to fill a vacancy or a new position, providing such employee can demonstrate that he has the required prerequisite by the Company, and as outlined in the vacancy notice which must be relevant to the job requirement. The prerequisite as established by the Company, for each position or classification pertaining to the bargaining unit shall be given to the Union Local President, in writing. Any changes in prerequisites shall be given, in writing, to the Union Local President at the time of their inception.

The senior candidate having been selected will be allowed a period of time which shall not exceed one hundred and eighty (180) days to demonstrate his ability to perform the work required.

In the event that a position becomes available in the Facility classification, the successful candidate from another classification will enter the Facility wage schedule at the nearest, higher scale from his actual wage.

Should a candidate for the Facility classification possess a recognized mechanical certificate (Committee Parity Quebec) he shall enter the New Facility wage schedule based on the level of competency he has obtained as follows:

Mechanic 3 will enter the Facility schedule at Year 3

Mechanic 2 will enter the Facility schedule at Year 4

Mechanic 1 will enter the Facility schedule at Year 5

Potential candidates from other classifications wishing to transfer to the Facility classification will be given a 30-day trial period in order to evaluate the candidates mechanical ability and aptitude for the facility department. During this trial period, the candidate will not accrue seniority in the Facility classification and will not enter the Facility classification pay schedule.

The senior candidate having been selected for the Facility classification will have to complete a probationary period of no more than one hundred and eighty (180) days of further evaluation. During which he will enter the Facility classification pay schedule and if successful will accrue seniority in Facility classification as of the first day of the probationary period.

15.03 a) During the bid period, the Company may assign any employee, except for vacation relief employees, to fill the vacancy for the period up to two (2) weeks. When the job is awarded to the successful bidder, the subsequent vacancies created shall be awarded according to the latest semi-annual shift bid sheet and shall be awarded on the basis of seniority within a classification. No claim can be made during that two (2) weeks period.

15.04 Should an employee be on vacation or on sick leave [maximum of ninety (90) days] during the period of job posting, he shall have the right to bid on any job or jobs as posted within seven (7) working days upon his return to work.

15.05 Should an employee be awarded a job by virtue of being the successful bidder and be on vacation or starting vacation, or on sick leave at the time, the new position shall be kept open for him upon his return to work, to a limit of ninety (90) days.

15.06 It is agreed that successful bidders for permanent positions, in any classification with a higher pay structure than in their present classification, shall enter the higher classification at the bottom of the wage scale as established by terms of the most current Labour Agreement in effect at the time of transfer, with the provision that the rate is higher than the rate he is being paid at the time in the lower classification.

At the time of transfer, should he be receiving a rate higher than his new classification's bottom rate, he will be given the next higher rate. Rate of pay shall in all cases not be a factor in the Company's advancement of an employee.

Where non-permanent positions are filled for purposes of coverage for extended sickness, **vacation** and/or temporary disability, **etc.** Company seniority will govern the temporary pay **scale rate of that classification. When the coverage is over, the employee will go back to his previous classification.**

15.07 The following procedures shall be adhered to in regards to semi-annual bids, vacation bids, seniority lists, layoffs, vacancies, new jobs and scheduling regarding the fuelling and fuelling maintenance operations at Dorval and Mirabel:

Semi-annual bids: Restricted to the employee's actual location.

Vacation bids: Restricted to the employee's actual location.

Seniority Lists:

a) One (1) overall Company seniority list.

b) One (1) seniority list for Dorval covering all classifications.

c) One (1) seniority list for Mirabel covering all classifications.

Layoffs: In reverse order of seniority as per the Company overall seniority list.

Vacancies: Shall be open to the overall seniority list including new employees. Note: Successful bidders for new jobs at either Dorval or Mirabel locations shall be frozen for a period of one (1) year.

New Jobs: Shall be open to the overall seniority list including new employees. Note: Successful bidders for new jobs at either Dorval or Mirabel locations shall be frozen for a period of one (1) year.

Scheduling: It is agreed that scheduling procedures at the Montréal Pierre Elliott Trudeau International Airport in Dorval, may not necessarily prevail at the Montreal international Airport in Mirabel.

Lead person: It is agreed that additional Lead and Acting/Lead positions, over the existing positions (2 Leads and 2 Acting/Leads) will be at the discretion of the Company at Mirabel.

15.08 a) In the event facility relief work becomes available, within each location, the practice shall be to post a relief bid in the Facility Department. In the event of failure to obtain the required employees in this manner, the bid shall be posted in the Service Department in accordance with this article. Tank Farm Operators will have priority in such bids.

i) The Company will establish a Temporary Facility person seniority list at each location.

- ii) Should an employee on the temporary Facility person seniority list not bid on the next temporary Facility person job bulletin at his location, his name will be removed from the seniority list.
- iii) If an employee after training can meet the prerequisites for a permanent Facility person, the employee with the most Company seniority on the temporary Facility person seniority list will be selected and if he refuses, his name will be removed from the temporary Facility person seniority list.

15.09 a) The Company will continue its past practice to post notice of temporary Supervisor positions. Qualified personnel who submit their names will be promoted to such positions on a short term basis as defined in Article 10.08. Additionally, the Company further intends to rotate other eligible temporary applicants if and when the original selected personnel returns to the bargaining unit prior to the six (6) month period defined in Article 10.08, and further supervisory vacancies exist.

In order for Article 10.08 to have meaning and serve within the spirit in which it was negotiated, it is necessary that we have Union concurrence that such employees promoted to temporary supervisory positions, will not be removed from such positions by the Union without five (5) calendar days written notice of intent.

- b) Refuellers who wish to transfer to the Tank Farm Operator classification are required to qualify as follows:
 - i) Refuellers who qualify and are accepted for probationary Tank Farm Operators' duties will be required to write a qualifying exam and necessary job ability before completing ninety (90) days service and must pass both prerequisites before permanent assignment.

- ii) Tank Farm Operators are required to perform all the maintenance and operation duties of the Tank Farm.
- iii) Tank Farm Operators who have served qualifying time in the Tank Farm and possess mechanical skills and meet the prerequisites for permanent Facility persons will be given equal opportunity in upgrading to any permanent vacancy in the Facility classification.
- iv) When a vacancy exists in the Facility person classification, Tank Farm Operators will have priority when the position is posted. However, Refuellers can apply and will have to take an aptitude test. If more than one Refueller applies and passes the aptitude test, Company seniority will be the deciding factor.
- v) During the ninety (90) day probationary period in the Tank Farm Operator classification, management will train the employee in accordance with the training program. A training record will be kept and maintained and the employee will sign for each subject listed, countersigned by management as proof that the employee is fully trained on the subject.
- vi) When a Lead vacancy in the Tank Farm exists, only the employees employed in the TFO classification can apply, and the selection of the Lead shall be governed by seniority in the classification as well as qualifications.

- vii) Should the need arise in Mirabel to establish the TFO/classification, it is agreed that during and after the transition period, Facility persons will continue to perform specialized Tank Farm maintenance until TFOs are trained and qualified to perform this type of maintenance. TFOs (until they are trained and qualified) will assist Facility persons in performing this type of maintenance. TFO/Facility classification will interface/cross utilize in an orderly fashion at the Tank Farm and that the parties will make every attempt to resolve any differences in an orderly fashion.
- viii) It is the intent to man the Mirabel Tank Farm with TFOs, but not to the detriment of the existing Facility persons. Facility persons will continue to perform garage/system and specialized Tank Farm maintenance as now required. During the transition period Facility person/TFOs will respect the semi-annual shift bids as per Article 15 as applicable at the Tank Farm.

ARTICLE 16 TANK CLEANING DUTIES

16.01 Employees required to clean a fuel tank at the time of the annual cleaning shall receive a premium of **two** dollars and fifty cents (**\$2.50**) per hour for a minimum of four (4) hours of work or time so spent whichever is greater. **Tank Farm Operators shall have priority for said duties at Dorval Airport. However, these same duties may also be accomplished by Facilitymen.**

ARTICLE 17 UNION NOTICE BOARD

17.01 The Company agrees to continue its practice of supplying the Union with a notice board in each Company location for any notices deemed necessary by the Union.

ARTICLE 18 GROUP INSURANCE AND SUPPLEMENTAL HEALTH

Details of insurance plan shall be as contained in the Great West Life Insurance Plan Company Policy #140532.

All employees hired after **May 31, 2006** become regular employees, shall pay fifteen percent (15%) of the cost of their Group Insurance Package. **This fifteen percent (15%) or the LTD monthly premium, whichever is greater, will cover the cost of LTD premium and employees, in accordance with current legislation, will not pay tax on any LTD payments.** Life Insurance and AD & D coverage to one hundred percent (100%) of base salary **plus** weekly indemnity coverage at start of month after completion of probationary period. **Dental and LTD coverage six (6) months later.** Supplemental Health and Optical coverage after **a further six (6) months.**

All regular full time employees hired before May 31, 2006, shall be covered by the following Group and Supplementary Health Insurances.

18.01 Life Insurance and A.D. & D. - Each employee will be covered as follows:

- a) Two (2) times the employee's annual basic wages to a maximum of **eighty thousand dollars (\$80,000).**
- b) In addition to Article 18.01 a), in case of accidental death and dismemberment, two (2) times the employee's annual basic wage to a maximum of the applicable amount above that is in effect at the time of the accidental death and dismemberment.
- c) The legal spouse of each employee shall be covered for life insurance in the amount of **fifteen thousand dollars (\$15,000)**, and each legitimate child shall be covered for life insurance in the amount of **seven thousand five hundred dollars (\$7,500).**

- d) The insurance policy shall contain a premium waiver in cases of permanent total disability.

18.02 Weekly Indemnity:

- a) The Company will forward to the insurance company all weekly indemnity benefit forms that have been properly filled out, within two (2) working days after receiving such claim forms.

The Company will keep records, which will be made available to the Shop Chairman upon request.

Each employee shall receive an amount equal to eighty percent (80%) of his current basic weekly rate computed (to a maximum of **\$800**) for each week of indemnity. Benefits will commence four (4) days following the injury or illness for a maximum period of fifty-two (52) weeks. The parties undertake to discuss the issue of shortening the delay for the commencement of benefits (waiting period) on the following conditions:

- b) These discussions will only take place if the Employment Insurance Act is amended to remove the payment of unemployment insurance during a sickness or accident, or if the period of the benefit is decreased; and
- c) Each employee shall have the option of utilizing a part of any accrued sick leave credits **or banked** to supplement his weekly indemnity as defined in 18.02 a) so as to arrive at a cumulative total maximum of one hundred percent (100%) of his regular weekly pay.
- d) After fifty-two (52) weeks of receiving insurance benefits, the employee may revert to his sick leave credit bank.

18.03 Supplemental Health

- a) The insurance plan shall pay ninety percent (90%) of all prescription drugs, etc.
- b) The insurance plan shall pay one hundred percent (100%) in cases such as semi-private room differential, ambulance, wheel-chair, etc.

18.04 The Company **agrees to** continue to **pay full or partial insurance premiums and pension contributions to employees who are on sick leave, on parental leave and on work compensation.**

18.05 a) Regular full-time employees shall accrue one half (1/2) day of sick leave for each calendar month of service with the Company, up to a maximum of six (6) days, per contract year.

New regular full time employees hired after **May 31, 2006**, shall receive **after probation** one (1) day the first year, two (2) days the second year, etc. **based on date of hire to a maximum of** six (6) days accrued at one half (1/2) days of sick leave for each calendar month of service with the Company per contract year.

- b) If applicable, **by November 15th**, an employee may elect to receive (a) pay (at employee's current basic hourly rate) for each accrued unused sick day, or (b) have said monies forwarded to the pension plan or (c) accrue such unused days in lieu of payment to a maximum of fifteen (15) days. **Paid by December 15th.**
- c) Employees who resign on their own accord shall be eligible for payment of all sick days.

- d) Employees shall have the option of being paid two (2) **extra** hours for each unused sick days payable December 15th or **transfer such hours into the pension plan.**
- e) Accrued vested sick days will be paid out at eight (8) hours per day for employees on 5/2 schedule or ten (10) hours per day for employees on a 4/3 schedule at the new hourly rate. The Company will record an employees accumulated unused sick days in hours, in the event that an employee changes from a 4/3 schedule to a 5/2 schedule. By November 15th, of each year, an employee with accrued vested sick days may declare one of the following options:
 - i) Receive payment by December 15th as defined in Article 18.02 c). The computation will be at the new hourly pay rate.
 - ii) Have such computed earnings paid to his pension by December 15th plan on his behalf.
 - iii) Accrue such unused sick days to supplement his weekly insurance indemnity, as defined in Article 18.02 a).

18.06 Dental Plan

Each employee and his dependents will be covered as follows:

- a) Twenty-five dollars (\$25) deductible per person or fifty dollars (\$50) deductible per family to a maximum benefit of one thousand five hundred dollars (\$1,500) per calendar year.
- b) The plan will pay a benefit equal to eighty percent (80%) of the covered dental expenses, incurred in a calendar year, which are in excess of the deductible fifty percent (50%) as to inlays, gold fillings, crowns, including precision attachments for dentures, and fixed bridgework.

18.07 Optical Plan

Shall cover reasonable and customary charges for examination and lens changes **or contact lenses**, once each twelve (12) month period for each employee and legal dependents. The Company will pay a maximum of **two hundred dollars (\$200)** for a set of frames for each covered regular full-time employee, and dependents, once every twenty four (24) months.

18.08 a) The Company shall provide a long term disability plan. Such plan shall have a three hundred and sixty-five (365) day waiting period and coverage shall be provided to age sixty-five (65). Reimbursement shall be seventy-five percent (75%) of the employee's basic monthly salary to a maximum of **three thousand dollars (\$3,000)**.

b) No employee shall receive benefits from the weekly indemnity benefit and the long term disability plan at the same time.

All rights to the weekly indemnity benefit must be exhausted before an employee can receive long term disability benefits.

18.09 Tool Insurance

The Company will, for employees in the Facility and Tank Farm Operator classification covered by this Agreement, insure such employees' tools against loss by fire or thefts, which are required in connection with the employees' work on the premises. The maximum reimbursement for such loss shall be one thousand five hundred dollars (\$1,500) total actual cash value subject to a deductible of one hundred dollars (\$100), which shall be borne by the employee. The employee shall list and report his loss promptly and shall furnish itemized proof of loss and any other pertinent information.

18.10 Tool Allowance

October 1, 2009 to September 30, 2010 the Company agrees to pay the Mechanics a two hundred dollars (\$200.00) tool allowance with a receipt and proof of tools purchased. From October 1, 2010 to September 30, 2011 pay two hundred and fifty dollars (\$250.00) and from October 1, 2011 to September 30, 2012 pay three hundred dollars (\$300.00).

Minimum of tools required by and to be supplied by new Facility person to accomplish their normal duties.

TO MEET THE PREREQUISITES

1/2 drive socket set short 3/8 in. to 1 1/4 in.
3/8 drive socket set short and long 3/8 in. to 3/4 in.
3/8 drive joints sockets 3/8 in. to 3/4 in.
1/4 drive socket set
2 spark plug sockets 5/8 in. and 13/16 in.
1 set open end wrenches 3/8 in. to 3/4 in.
1 set of boxes/open wrenches 3/8 in. to 1 1/4 in.
1 combination of spark and points feeler, gauge and wrenches
1 set of screw drivers 4 different lengths, 2 Phillips different sizes
1 pair of regular pliers
1 pair of long nose pliers
1 pair of cutting pliers
2 pair of vise grips, small and large
1 pipe pliers
2 mechanic hammers (small & large)
1 pipe pliers
5 chisels of different size
5 straight punches 1/8 in. 3/16 in. Incl.
1 set of Allen keys long and short
1 tool box

Should the need arise for Tank Farm Operators to have a minimum tool requirement; the parties to this Agreement shall meet to discuss compensation at that time. All tools must be of a good quality by recognized manufacturers.

ARTICLE 19 RULES AND REGULATIONS

19.01 The Company shall supply the Union with copies of the current and future rules and regulations as promulgated by the Company.

ARTICLE 20 PARKING FEES

20.01 The Company shall pay the parking fees levied by the Department of Transport or any other source for all employees at the parking area of the job.

ARTICLE 21 PUNCH CLOCK

21.01 All employees must punch in and out. **Three (3) minute grace period. Employees must be dressed and ready to work.**

ARTICLE 22 GENERAL

22.01 Labour-Management Relations

It has been mutually agreed upon that the Company will meet for the purpose of discussing any and all items presented by a delegation representing the Union. Said meetings will take place on or about the first of the month between the aforementioned delegates and the Station Manager with the express purpose of improving the relationship between employees and employer. Upon mutual agreement, a representative of the Labour Relations Department will attend any meetings as necessary. It is further agreed that the Company and the Union join the Labour-Management Joint Consultation Committee, as outlined by the Federal Government.

ARTICLE 23 WAGES

23.01 The hourly wages for the employees in the respective classifications shall be as set forth in Appendix 1 of this Agreement.

ARTICLE 24 SUCCESSOR'S RIGHTS CLAUSE

24.01 The alienation or operation by another, in whole or in part of an undertaking otherwise than by judicial sale shall not invalidate any certificate issued by the Board, any Collective Agreement or any proceed for the securing of a certificate or for the making or carrying out of a Collective Agreement.

24.02 The new employer notwithstanding the division, amalgamation or changed legal structure of the undertaking shall be bound by the certificate or Collective Agreement as if he were named therein and shall become ipso facto a party to any proceedings relating thereto in the place and stead of the former employer.

ARTICLE 25 PRINTING OF AGREEMENT

25.01 a) The Company shall provide copies of this Agreement in booklet form in both English and French, within thirty (30) days after the signing of this Agreement, and shall give a copy to each employee, and to each new employee at his time of hiring and shall give the Union seventy-five (75) additional copies. It is agreed that the English text of this Agreement shall be the official text. The Company agrees that prior to the printing of the French text, the accuracy of such translation shall receive the Union approval. The cost of such translation and any alterations or corrections thereto, shall be borne by the Company.

b) It is agreed that the Collective Agreement shall be signed within thirty (30) days of the ratification of same.

ARTICLE 26 PENSION PLAN

26.01 The Company shall make the following contributions per week to the pension plan, for regular full-time employees for the duration of this Agreement:

<u>YEARS OF SERVICE</u>	<u>CONTRIBUTION</u>
1 - 5 YEARS	\$7
5 - 10 YEARS	\$10
10 - 15 YEARS	\$14
15+ YEARS	\$19

Union/Management Committee to do a study on the feasibility on implementation of the IAM pension and collapsing the Company contributions details in this article.

26.02 All contributions made by the Company and employees, shall be mailed to the pension plan administrator appointed by the Local Lodge no later than the fifteenth of each month, with a copy of the said cheque and check-off list to the Recording Secretary of Local Lodge 2301.

26.03 The Company agrees to continue the above pension contributions for an employee out on a work-related injury for a period of six (6) months.

26.04 Employees shall retire at the end of the month when they reach the age of 65 years and all benefits also terminate at the end of the same month.

ARTICLE 27 PAYDAY

27.01 The Company agrees to transfer earnings to employees' financial account on Thursday. If a pay cheque error is verified as the Company's mistake, correction will be made the same day. Pay cheque error under **fifty dollars (\$50.00)** will be adjusted on the following pay cheque.

ARTICLE 28 ST. JOHN AMBULANCE

28.01 The Company agrees to provide at least one (1) employee on shift at all times who is willing and qualified by the St. John Ambulance first aid course to administer same in cases of necessity.

The Company agrees to pay the cost of the said course.

No employee may be forced to attend said course and successful completion of this course shall not be a condition of work.

ARTICLE 29 FIRST AID CABINET

29.01 The Company shall provide, in each separate shop, a first aid cabinet which shall always be stocked as per the CSST suggested units in their safety manual.

ARTICLE 30 SAFETY COMMITTEE

PREAMBLE

30.01 a) A joint committee on health and safety will be established at each location i.e. YUL and YMX.

- b) While the question of safety is of paramount importance to all personnel, Supervisors are specifically charged with the duty of initiating all practices necessary to protect the safety and health of all employees; in particular, the handling of jet fuel, and other related liquids and/or additives, as well as ensuring the integrity of all equipment.
- c) Supervisors must be especially vigilant regarding unsafe fuelling procedures and work conditions and are required to act upon any report by an employee of an unsafe procedure or condition.
- d) The primary role of safety committees is to monitor the overall environment to ensure that top priority is given to safe procedures and conditions and to the recurrent training that makes them possible.
- e) Management and Union Safety Committee members share a responsibility to maintain a high degree of employee awareness of the need to minimize risk to the traveling public, air crew, and airlines during fuelling operations and to be familiar with all applicable regulations covering this activity.

30.02 The number of committee members will be determined at each location but the number should be large enough to permit productive interaction while small enough to keep the committee manageable. The number of committee members at each location shall not be more than four (4) or less than three (3).

- 30.03** a) Each Committee will have two (2) Co-Chairmen of equal rank.
- i) The Co-Chairman representing employees will be selected by the Local Lodge President.
 - ii) The Co-Chairman representing the Company will be selected by the Station Manager.

b) One (1) Union member representing employees will be appointed from each of the following classifications:

1. Refueller;
2. Facility person; and/or
3. Tank Farm Operator.

Note: At YUL, the Tank Farm is a separate department located one mile from CAFAS operations. One TFO shall always be a committee member. Therefore, the YUL committee will usually have one (1) more member than at YMX where Facility persons perform Tank Farm Operator duties and the Tank Farm is an integral part of CAFAS/OPS.

30.04 The Local Lodge President shall determine and select the total number of committee members, in accordance with Article 30.03, to represent the employees.

- a) The Local Lodge President shall appoint one (1) Co-Chairperson at each location to represent the Union membership.
- b) The Station Manager will appoint one (1) Co-Chairperson at their respective stations to represent the employees and the Company.
- c) The Local Lodge President shall appoint a Safety Committee General Chairperson to represent the committee when communicating with other organizations as overall spokesperson for all health and safety matters concerning IAM Lodge 2301.
- d) The General Chairperson for IAM Lodge 2301 shall also be the Co-Chairperson at the station where he is employed.

e) The General Chairperson shall have a minimum of five (5) years of service with CAFAS ULC, in the field of aviation refuelling.

30.05 Should a General Chairperson or Co-Chairperson resign or otherwise ceases to be a committee member, a replacement shall be selected in accordance with Article 30.04.

30.06 The term of office for a member of a committee shall be two (2) years starting January 1st of every two (2) years, but may be reappointed according to Article 2.

30.07 The committee will nominate two (2) members from the committee to act as investigators on work related accidents.

30.08 The committee will hold meetings during normal working hours, at least once per month, but in cases of emergencies, the committee must meet even outside of normal working hours. **Committee co-chairs will establish and inform on dates of meetings. Company co-chair will type up minutes, co-signed by Union co-chair, to be posted.**

30.09 The Co-Chairperson representing management shall make certain that a copy of the minutes of each meeting:

- a) shall be posted at all work places
- b) shall be given to the Station Manager
- c) shall be given to all members of the committee
- d) shall be given to the President of the local union
- e) this, within ten (10) working days of the meeting

30.10 Four (4) members, of which one is a Co-Chairperson, and at least half of whom are employee representatives, shall constitute a quorum.

a) In the absence of a Co-Chairperson and/or of a committee member on a scheduled meeting day, a substitute will be appointed by the party missing a member in order to have a quorum and hold the meeting as scheduled.

30.11 a) A member of a committee is entitled to such time off from his work as is necessary to attend meetings or to carry out any other function as a member of the committee, and any time spent by the member while carrying out any of his functions as a member of this committee shall, for the purpose of calculating wages owing to him, be deemed to have been spent at his work.

b) Any member or alternate of the committee shall receive reasonable travel expenses (paid by the Company) if he is required to travel from one location to the other to attend a Safety Committee meeting.

30.12 The name of each member of the committee will be posted at the work place where they are likely to come to the attention of the employees.

30.13 Powers and functions of the committee.

a) Carry out an investigation on all work-related accidents of employees represented.

b) To receive and analyze complaints relative to the health and safety of employees.

c) The establishment and promotion of health and safety programs for the education of the employees.

d) The establishment and maintaining of program measures and procedures for the protection of the health and security of employees and the regular surveillance of these programs.

- e) To ensure Refueller, Facility person, and TFO training and/or certification is current and consistent with applicable legislation or regulation governing these lines of endeavour as it is passed into law and/or amended.
- f) To maintain records on work related accidents, injuries and health hazards.
- g) To request from an employer or any other person acting on his behalf such information as the committee considers necessary to identify potential hazards with respect to materials, processes or equipment.
- h) To have access to government or employer reports relating to health and safety.
- i) To co-operate with government Safety Officers.
- j) To correct as early as possible any imminent danger, working procedures, environment conditions endangering the health and safety of employees.
- k) The Co-Chairmen only, in mutual agreement and for valid reasons can postpone the meeting date.
- l) To determine the time allowed to correct deficiencies or defective items following complaints or safety inspections related to accident prevention.
- m) Anytime a government safety inspection or investigation is done by a government Safety Officer, the two Co-Chairmen of the Safety Committee shall be informed.
- n) The two Co-chairpersons shall have the right to act for an employee in the application of the section 82.1 under Part IV of the Canada Labour Code.

30.14 Unsafe conditions in the workplace requiring immediate action.

- a) An employee who observes an unsafe condition or procedure shall notify the Supervisor or Safety Committee Representative or Shop Steward who will then advise the Duty Supervisor. Where the Safety Committee Representative is not satisfied that the Supervisor has acted promptly to correct the situation, the matter shall be referred to the appropriate Safety and Health Committee.
- b) In the event that the Safety Committee Representative on the scene concludes that management, having been duly informed of an unsafe condition, is not acting promptly to resolve the situation, he/she may elect to request the intervention of the Senior Airport Fire Department Duty Officer. Since many activities involved in aircraft servicing are governed by Air Regulations the Fire Officer may be able to resolve the issue on the spot.
- c) Where an unsafe condition around an aircraft involves a vehicle and/or personnel from an airline or another service company, the CAFAS employee will make an effort to fully inform the individual concerned or their Supervisor that an unsafe condition exists which may prevent refuelling.
- d) Should all these measures fail to bring about a satisfactory resolution and correction of the unsafe condition, the General Chairperson of IAM Lodge 2301 may elect to contact a Regional Labour Canada Safety Officer.
- e) The decision to, and responsibility for, contacting Labour Canada shall reside solely with the General Chairperson of IAM Lodge 2301 Safety Committee.

30.15 These bylaws do not, in any way, supersede any rights accruing to either the Company or the Union under the Collective Bargaining Agreement.

ARTICLE 31 GOVERNMENT SAVINGS BONDS

31.01 The Company shall, upon request of an employee, deduct from his pay cheque monies according to the formula as provided for by the Canada Savings Bonds (includes Quebec Savings Bonds).

ARTICLE 32 CREDIT UNION

32.01 It is agreed that should Local Lodge 2301 of the IAMAW become affiliated with a Credit Union, the Company payroll deductions, under conditions to be negotiated, provided that the employer shall in no way be financially liable.

ARTICLE 33 GENERAL

It is agreed that employees covered by this Agreement who are issued uniforms are required to wear such uniforms in a neat and clean manner at all times.

33.01 a) Clothing issue, laundry and replacement

Regular full-time employees are entitled to the following items of clothing on the following conditions:

Winter parka: One (1) to be issued every thirty-six (36) months. Cleaning twice per season, minor repairs by employee. Major repairs on Company charge upon Company approval.

Winter mitts **with liners**: **Three (3)** pairs to be issued every fall for winter months. Also one (1) pair of rubber mitts (winter).

Boots, felt lined: One (1) pair to be issued every two years in the fall.

Rain pants, jacket and hood: One (1) set to be issued every thirty-six (36) months.

Spring and fall lined jackets: One (1) to be issued every thirty-six (36) months. Cleaning twice per season, minor repairs by employee. Major repairs to be charged to the Company, upon Company approval.

Pants, shirts, and coveralls: Five (5) pants and shirt sets, and four (4) coverall sets shall be issued every forty-eight (48) months.

Laundry pick up and delivery service shall be provided twice per week, with all costs being fully borne by the Company.

The issuing of parka, winter mitts and fleece lined boots to be issued during the month of September of each year when applicable.

- b) Summer gloves, rain jackets, hood and spring and fall lined jackets to be issued by April of each year when applicable.

Footwear: The Company will reimburse the employee up to the amount of eighty dollars (\$80.00) once per year or one hundred and sixty dollars (\$160.00) once every two (2) years to be paid within fifteen (15) working days upon receiving a proper receipt for the purchase of such boots. It is understood that such boots must be CSA approved and suitable for working on the ramp.

All winter parkas and spring and fall lined jackets will have reflector devices.

Cost: The cost of uniforms shall be borne by the Company.

Discussions on quality of clothing will be held by Union/Company to ensure best quality is achieved when purchasing. Company uniforms are not for private use. Employees are permitted to wear Company uniforms traveling to and from work and while on Company business only.

- c) Part time employees will be entitled to all the clothing issue, required for the season in which they are employed.

33.02 Hijacking and bomb scares

No employee shall be required to work on a hijacked plane or a bomb threatened plane. All employees concerned shall be evacuated from any other area where other persons are evacuated. In the event Supervisors perform work in this emergency situation, Article 4.02 a) shall not apply.

33.03 Outside truck washing

No employee shall be required to wash trucks outside between October 15 and April 15 if temperature is lower than 14° C (59° F).

33.04 Supervisor work

All jobs recognized as duties of a Supervisor shall not be dispatched or assigned to any employee covered under this Agreement.

33.05 Miscellaneous

- a) The Company shall provide the full date on cheques.
- b) The Company shall deduct Union dues weekly.

- c) Painting, sand blasting and/or special assignments shall be offered on a voluntary basis to qualified employees with preference given to Facility person classification. Such work will be distributed equally among the volunteers.

ARTICLE 34 PART-TIME EMPLOYEES

34.01 The following paragraphs contain the working conditions relating to part-time employees. All other benefits outlined in the articles of the Collective Agreement only apply to full-time regular employees unless otherwise indicated.

- a) The Company shall continue to staff its operations with "full-time" employees whenever a reasonable degree of employee utilization can be achieved. It is recognized however, that the Company will utilize part-time employment in the Refueller and Facility person classifications except Leads at Mirabel and Dorval.
- b) The total number of part-time employees will not exceed thirty percent (30%) of the total number of full-time Refuellers. Part-time employees at Mirabel will not exceed under any circumstances more than fifty percent (50%) of the necessary work force at Mirabel Airport.
- c) Permanent employees in any classification on the seniority list as of October 1, 1986 will not be laid off or placed on laid off status, while part-time employees are employed.

- d) Before hiring any part-time employees, the Company shall offer to rehire any laid off employees with recall rights to a part-time job, at the employee's current rate of pay. Any such laid-off employee rehired as part-time shall receive any incremental increase as defined in this agreement. Such employee shall not receive any other benefits as defined in this Agreement. A refusal to accept such part-time employment shall not be considered as a refusal to return to work as per Article 10.07.
- e) Overtime requirements will be offered to full-time employees firstly. In cases where full-time employees do not wish or are not available to provide necessary overtime requirements, part-time employees may be used.
- f) The Company shall advise Local Lodge 2301 of the number of part-time employees on the payroll at the end of each quarter, and any intended new hires prior to employment.
- g) With the exception of training, each part-time employee may be scheduled up to six (6) consecutive hours per day, no regular back to back scheduling, up to thirty (30) hours per week. Part time hours may be increased to eight (8) hours per day for weekend coverage i.e. Friday, Saturday, Sunday, and Monday, for the sole purpose of facilitating weekend days off for full time employees on a 5/2 schedule.
- h) The probationary period for part-time employees shall be **960 regular hours**.
- i) Company service will be accumulated in hours worked.

- j) Seniority shall apply amongst part-time employees on payroll status. Part-time employees shall be offered available work and opportunity to upgrade to vacant positions depending on ability and seniority. Part-time employees will not be eligible for layoff recall privileges. Any part-time employee who has completed his probationary period has an opportunity to upgrade into a full-time roster as of the date he/she upgrades to the full-time position.
- k) Statutory Holidays shall be paid as per Canada Labour Code.
- l) Vacation as provided in Article 14.01 on the basis accumulated service (based on current pay week); however, the application shall be among the part-time employees only.
- m) Part-time employees shall not be eligible for benefits under this Agreement except as herein provided for.
- n) Employees shall be represented by the Union and shall be required to comply with the provisions of Article 3.

ARTICLE 35 DURATION OF AGREEMENT

This Agreement is effective October 1, **2008** and shall continue in full force and effect until September 30, **2012**. This Agreement shall remain binding from year to year thereafter unless notification in writing to amend, modify, or change the Agreement is served by either of the parties hereto on the other; such notification to be served not later than one hundred and eighty (180) days prior to the expiration date. In the event that notice is given of intended amendment, modification or changes, this Agreement shall remain in force and effect while negotiations are being carried out for the arrangement of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2009.

Signed:

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, L.L. 2301 OF DISTRICT 140 *and* CAFAS ULC.

Dave Demole

John Muirhead

Raymond Riccoboni

Brian McGuckin

Tony DiGenova

Clay Mumford

Michel Pelot

Mike Kiouses

Sandro Sperduti

Jules Molinari

APPENDIX 1 - WAGES

Employees hired prior to Oct 1/96:

October 1, 2008 = 2.75%

October 1, 2009 = 2.75%

October 1, 2010 = 3.0%

October 1, 2011 = 3.0%

COLA clause up to 5% rate protection for fourth year of Agreement.

The Company shall further adjust the wage rate effective October 1, 2011 by the amount that the rate of inflation in the year ending September 30, 2011 exceeds 3.0%. Such additional increase shall be capped not to exceed 2.0% in the final year of the Agreement using the 2002 = 100CPI Index for Montreal as published by Statistics Canada.

Upon ratification of this Agreement the effective full time rates of pay shall be as follows:

Current employees (full time and part time) hired after on or after October 1, 1996 shall be placed in the following wage scale based on their wage rate September 30, 2008 with a minimum of 2.75% increase.

Effective October 1, 2008

New Ramp and Tank Farm Employees

Start	\$12.80
After probation	\$13.30
1 year after hire	\$13.80
2 nd year	\$14.30
3 rd year	\$15.05
4 th year	\$15.80
5 th year	\$16.55
6 th year	\$17.30
7 th year	\$18.05
8 th year	\$18.80
9 th year	\$19.55
10 th year	\$20.30
11 th year	\$21.42

New mechanics

Start	\$19.30
1 year after hire	\$20.30
2 nd year	\$21.30
3 rd year	\$22.30
4 th year	\$23.30
5 th year	\$26.51

Refuellers prior to October 1996

October 1, 2008	October 1, 2009	October 1, 2010	October 1, 2011
2.75%	2.75%	3.00%	3.00%
\$19.65	\$20.19	\$20.79	\$21.42

Facility prior to October 1996

October 1, 2008	October 1, 2009	October 1, 2010	October 1, 2011
2.75%	2.75%	3.00%	3.00%
\$24.32	\$24.99	\$25.74	\$26.51

Lead Facility prior to October 1996

October 1, 2008	October 1, 2009	October 1, 2010	October 1, 2011
2.75%	2.75%	3.00%	3.00%
\$29.41	\$30.22	\$31.12	\$32.06

TFO Premium \$2.00 per hour.

Ramp and Tank Farm Employees prior to October 1, 2008

Go To List Effective October 1, 2008

\$11.00 goes to	\$12.80
\$11.50	\$13.30
\$12.00	\$13.80
\$12.50	\$13.80
\$13.00	\$14.30
\$13.50	\$14.30
\$14.00	\$15.05
\$14.50	\$15.80
\$15.45 goes to	\$16.55
\$17.94	\$18.80

Mechanics

\$17.00 goes to	\$18.30
\$18.00	\$19.30
\$19.00	\$20.30
\$20.00	\$21.30
\$21.00	\$22.30

New Leads after ratification will receive \$2.00 per hour premium in addition to their base rate.

Existing Refuellers and Tank Farm leads will have a \$2.00 lead rate added to their base rate.

A \$2.00 per hour premium will be paid to those individuals who are using a class 1 or 3 driving license for operating a vehicle on a public roadway that require a special license during the performance of their duties.

Training premium of \$3.00 per hour.

LETTER OF AGREEMENT # 2

Valid only for the duration of this Collective Agreement (October 1, 2008 until September 30, 2012).

An employee may, at age 60, request a reduced work week that the Company may agree to based on operational requirements. Such agreement shall not be unreasonably withheld. A maximum of (2) Refuellers, (1) Facility man and one (1) Tank Farm Operator at the same time.

Such reduced work week may consist of:

- 1. A standard work week of thirty-two (32) hours worked in four (4) consecutive days of eight (8) consecutive hours each, or**
- 2. A standard work week of thirty (30) hours worked in three (3) consecutive days of ten (10) hours each inclusive of meal and rest periods.**

Thirty-two hour employee will pay 20% of monthly benefit premium or the LTD monthly premium whichever is greater and receive 80% of allowable sick days.

Thirty hour employee will pay 25% of monthly benefit premium or the LTD monthly premium whichever is greater and receive 75% of allowable sick days.

Existing regulations means employee will not pay tax on any LTD payments.

Employee wishing to work such a reduced work week will notify the General Manager in writing three (3) weeks prior to the semi annual bidding process with a copy to the Shop Chairperson.

The company shall assign employees to such reduced work week schedules based on seniority from amongst those employees who have indicated their desire to work such schedules.

Employees who elect and are subsequently assigned such reduced work week schedules will remain on such schedules for the duration of the schedule unless other arrangements are made with the Company or subject to a return by way of job posting.

Employees are not eligible for overtime until all full time employees have been canvassed.

Overtime compensation as per Article 5.

Union

Company

Dave Demole

John Muirhead

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