

## COLLECTIVE AGREEMENT

### BY AND BETWEEN

IRVING AVIATION SERVICES LIMITED hereinafter referred to as the "Company"  
of the first part.

-and-

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE  
WORKERS hereinafter referred to as the "Union" of the second part.

The Company and the Union agree to work cooperatively to maintain a proper working environment. They also agree to work at providing the best possible atmosphere conducive to the customers' needs.

#### **ARTICLE 1 – RECOGNITION**

1.01 The Company recognizes the Union as the bargaining agent for all full-time employees of Irving Aviation Services Limited, classified as site supervisor, ramp service technician and customer service representative (flight service coordinator), excluding manager, part-time and relief workers.

#### **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 The Union recognizes that it is the exclusive responsibility and right of the Company to direct and manage its operations and working forces, which rights include, but are not limited to: the introduction of technical improvements; new ways of operations; the right to hire, dismiss, promote, demote, transfer, suspend, discharge for cause; and the right to make reasonable work rules.

#### **ARTICLE 3 – NO STRIKE/NO LOCKOUT**

3.01 During the term of this agreement, the Union agrees that there shall be no strike, work stoppage or slow-down.

3.02 During the term of this agreement, the Company agrees that there shall be no lockout.

## ARTICLE 4 – UNION SECURITY

- 4.01 As a condition of employment, all employees, including new employees on probation, shall become members of the Union. Union dues will be deducted from wages within thirty (30) days.
- 4.02 The Company agrees to deduct the regular monthly dues of the Union from the wages of each employee.
- 4.03 The amount to be deducted shall be equivalent to the regular dues of the Union, and shall not include initiation fees or special assessments. The amount to be deducted shall not be altered during the term of the agreement, except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions and rules.
- 4.04 Once a month the Company shall remit the union dues that it has been authorized to deduct, accompanied by a list of those persons on whose behalf the deductions have been made. Receipt by the Union of the remittance shall be a complete discharge for the Company of the amount.

## ARTICLE 5 - VACATIONS

- 5.01 Every employee who, on December 31<sup>st</sup> of any year, has been in the continuous service of the Company for:
- (i) between one (1) and five (5) years shall be entitled to a vacation of two (2) weeks with pay at the rate of four per cent (4%) of his wages from the previous year;
  - (ii) between five (5) and ten (10) years shall be entitled to a vacation of three (3) weeks with pay at the rate of six per cent (6%) of his wages from the previous year;
  - (iii) over ten (10) years shall be entitled to a vacation of four (4) weeks with pay at the rate of eight per (8%) of his wages from the previous year, provided, however, that no more than three (3) weeks may be taken consecutively.
- 5.02 The Company will provide preference for scheduling employee vacations in order of seniority.
- (i) Starting with the employee at the top of the seniority list and working down in descending order, each employee shall be entitled to request one period of vacation up the number of weeks he/she is entitled to in accordance with 5.01 or three (3) weeks whichever is the lesser.
  - (ii) In the event any employee has requested a period of vacation which is less than his or her full entitlement, any such employees shall be entitled to request a further period of vacation, in order of seniority and so on until all entitlement to vacation has been exhausted.

(iii) One Flight Service Coordinator and one Ramp Attendant shall be permitted to choose the same day(s) with certainty.

(iv) In the case where a second Flight Service Coordinator or second Ramp Technician chooses a day(s) already spoken for, they shall be in second priority.

(v) In the event the Company anticipates being short-staffed for any reason on those day(s) prior to the days being taken, the Company can request the second priority person to revert to their original vacation choice in order to maintain minimum staffing levels.

5.03 All employee vacation choices are subject to Company approval.

5.04 By December 15 each year, all annual vacation bidding, for the dates between January 1 and December 31 of the following year, shall be completed.

#### **ARTICLE 6 – STATUORY HOLIDAYS**

- |      |                  |                     |
|------|------------------|---------------------|
| 6.01 | 1. New Years Day | 6. Labour Day       |
|      | 2. Good Friday   | 7. Thanksgiving Day |
|      | 3. Victoria Day  | 8. Remembrance Day  |
|      | 4. Cabot Day     | 9. Christmas Day    |
|      | 5. Canada Day    | 10. Boxing Day      |

6.02 Employees working statutory holidays will be compensated at time and one half for all hours worked [minimum of (8) hours paid]. Only for statutory holidays worked will banked time be at time and one half.  
0001-0730 = 7.5 hours @ time and one half, whether banked or paid = 11.25 hours  
0730-1930 = 12 hours @ time and one half, whether banked or paid = 18 hours  
1930-2400 = 4.5 hours @ time and one half, whether banked or paid = 8 hours

#### **ARTICLE 7 – HOURS OF WORK**

7.01 The normal workday shall consist of two twelve (12) hour shifts, beginning at 7:30 a.m. to 7:30 p.m. and 7:30 p.m. to 7:30 a.m. Flexible full-time employees will work various shifts totaling 42 hours biweekly.

#### **ARTICLE 8 – SICK LEAVE**

8.01 Employees covered by this agreement shall be entitled to accrue and accumulate one (1) working day of sick leave for every 18 days worked, to a maximum of thirty (30) days for employees with less than 15 years service, or thirty five (35) days for employees with 15 or more years service.

- 8.02 An employee shall not accumulate sick leave credits during a layoff or absence which exceeds one (1) month.
- 8.03 An employee must, upon his/her return, provide a medical certificate for all absences in excess of two (2) days.
- 8.04 Employees are entitled to receive 2 twelve hour shifts with pay for the birth or adoption of a child, providing the employee is not already on maternity or paternity leave.
- 8.05 Employees will be able to use their sick bank to care for a sick parent, spouse/partner or child residing in their house. In the case of a sick parent or spouse/partner, a medical certificate for the patient is required stating the need for 24-hour home care for a specified time period.

#### **ARTICLE 9 – BEREAVEMENT LEAVE**

- 9.01 Any employee covered by this Agreement shall be entitled to leave with pay as follows:
- (a) Three (3) working days for the death of mother, father, spouse, common-law spouse, child, brother or sister
  - (b) Two (2) working days for the death of a grandparent, mother-in-law, father-in-law, brother-in-law or sister-in-law.

#### **ARTICLE 10 – PROBATION PERIOD**

- 10.01 An employee shall be subject to a probationary period of three (3) months, and shall not have seniority until successfully completing the probationary period.
- 10.02 Notwithstanding anything to the contrary contained in this agreement, the company and Union agree that a probationary employee may not grieve or refer to arbitration the termination of his employment.

#### **ARTICLE 11 – SENIORITY**

- 11.01 All employees covered under this agreement and who have completed their probationary period shall accumulate seniority. If hired after their probationary period, an employee's seniority will date back to the first day of work.
- 11.02 Lay-offs shall be effected in the reverse order of seniority.
- 11.03 Laid-off employees shall be recalled according to seniority, when vacancies occur.

11.04 Laid-off employees shall have the first right, according to seniority, to any part-time work that may become available.

#### **ARTICLES 12 – UNIFORMS**

12.01 The Company shall provide uniforms for all employees on an as-required basis at its sole discretion. Uniforms remain Company property. In addition, the Company shall pay for dry cleaning as it is required for ties, pants, skirts, vests, coveralls, and jackets.

12.02 The uniform will consist of a cap, shirt, tie, pants, skirt, vest, coveralls, rainwear, male or female winter jacket as appropriate, summer jacket, snow pants & gloves.

12.03 The Company shall once per year during the currency of this Agreement and only upon receipt of proof of purchase, pay to each employee a boot allowance of \$125.00. Ramp technician's boots must be CSA certified with steel toes.

#### **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

13.01 The Company has the right to discipline by reprimand, suspension or by discharge for cause.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE**

14.01 If a grievance arises, it shall be dealt with in the following manner:

(a) The employee, either accompanied or not by a representative of the Union, shall submit his grievance, in writing, to the manager within ten (10) days of the occurrence of the grievance.

(b) If the grievance is not settled within fifteen (15) days following receipt, either party may process the grievance to arbitration in accordance with Article 15 of this agreement.

14.02 Time limits set out herein are to be considered mandatory.

#### **ARTICLE 15 – ARBITRATION**

15.01 Either party to agreement may, within ten (10) days of the date when the matter could have been disposed of in Article 14.01(b), notify the other party in writing of its decision to submit the matter to arbitration, along with the name of its nominee for Arbitrator. If the parties cannot agree as to the Arbitrator, they shall request the assistance of the Minister.

- 15.02 The Arbitrator will make his award as to the matter in dispute known to the parties within thirty (30) calendar days of the last hearing and in making his award, shall not have the power to amend, delete, from, or add to, any provision of this agreement.
- 15.03 The award so made, shall be final and binding upon the Company, the Union and the employees.
- 15.04 The fees and expenses of the Arbitrator shall be borne equally by the Company and the Union.

#### **ARTICLE 16 – OVERTIME**

- 16.01 No reasonable overtime will be refused by employees.
- 16.02 Employees shall be paid one and one-half times their normal pay for all hours worked past their normal work day, provided however ~~that~~ that employees may take straight time off in lieu of pay at a time approved by the Company.
- 16.03 Employees called in to work while off duty shall be entitled to a minimum of three (3) hours pay at one and one-half times their normal pay, provided however that employees may, with the approval of the company, take straight time off in lieu of pay.
- 16.04 Local management (Irving Aviation CYQX) and Local IAMAW shop steward will itemize a “Call-In Procedure” which meets the company’s requirements and is fair to all staff. Procedure to be in place by December 31, 2007.
- 16.05 Employees required to stay back after their shift in excess of two (2) hours or are called in on overtime more than two (2) hours before their shift shall be paid a meal allowance up to the amount of \$10.00 to be paid by company credit card.

#### **ARTICLE 17 – CLASSIFICATIONS AND RATES OF PAY**

See Schedule “A”

#### **ARTICLE 18 – SUMMARY OF BENEFIT PLANS**

See Schedule “B”

#### **ARTICLE 19 – DURATION**

- 19.01 This agreement shall come into force and effect on 1 November 2007 and remain in force until 31 October 2010.

19.02

Where a notice requesting negotiation of a new agreement has been given and not less than ninety (90) days prior to the expiration date, this agreement shall remain in force until a new agreement has been reached or a strike or lockout declared.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed this 19 Day of November 2007.

**IRVING AVIATION SERVICES LIMITED**

PER: *C. Millett*

PER: *Henry Smith*

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS**

PER: *[Signature]*

PER: *Sara Gill*

**SCHEDULE A  
CLASSIFICATION & RATES OF PAY**

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Customer Service Representative	\$15.38	\$15.69	\$16.00
Ramp Attendant	\$15.38	\$15.69	\$16.00
Site Supervisor	\$18.22	\$18.59	\$18.96

**SCHEDULE B  
SUMMARY OF BENEFIT PLANS**

<b>BENEFIT</b>	<b>HIGHLIGHTS</b>
<p>Long-term disability</p> <p>50% Employer and 50% Employee Paid</p>	<p>* Pays 60% of your monthly earnings, including C/QPP and Workers Compensation benefits, after you have been disabled for 17 weeks. The benefit may be payable to you until age 65</p>
<p>Employee Premium: \$0.488 per \$100 per month</p>	<p>* Fifty percent of the benefit is taxable when received because the company pays the premium and fifty percent is not taxable as you pay the remaining cost.</p>
<p>Blue Cross Health Care Plan</p> <p>75% Employer Paid 25% Employee Paid</p> <p>Employee Portion Single – \$11.49/mth Family - \$32.39/mth</p>	<p>* Prescription drugs, subject to \$7.00 deductible per item</p> <p>* Semi-private hospital accommodation</p> <p>* Other medical services (ie. chiropractor, physiotherapy, diabetic supplies etc)</p>
<p>No waiting period</p>	<p>* Group Travel Plan for out of province and Canada coverage</p> <p>* Vision Care – 80 %of \$200 every 2 years for app. / lenses/ frames</p>
<p>Dental Care Plan</p> <p>75% Employer Paid 25% Employee Paid</p>	<p>* Basic services reimbursed at 80% With no maximum</p>
<p>Single \$4.95/mth Family \$12.61/mth</p>	<p>* Major restorative including crowns, dentures and bridgework reimbursed at 70% to a maximum of \$1,000 per calendar year per person</p>
<p>No waiting period</p>	<p>* Orthodontic services reimbursed at 50%, to a maximum lifetime amount of \$1,500 per person</p>

Life Insurance

Basic Life  
Employer Provided  
No waiting period

\* Equal to your basic annual earnings rounded to the next higher \$1,000

Accidental Death &  
Dismemberment  
Insurance (AD & D)

\* Coverage is equal to your Basic life insurance coverage

Employer Provided  
No waiting period

\* The plan pays benefits if you die or suffer a specific loss as the result of an accident

Premium -  
To age 34 .09/\$1,000  
Age 35-39 .11/\$1,000  
Age 40-44 .13/\$1,000  
Age 45-49 .17/\$1,000  
Age 50-54 .35/\$1,000  
Age 55-59 .52/\$1,000  
Age 60-64 .87/\$1,000

Optional life

\* Additional insurance that you choose to purchase, equal to your basic annual earnings rounded to the next higher \$1,000

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Company Pension Plan  
(Mandatory)

\* 1 year waiting period and over age 21

\* Under the plan, employees contribute:

- 2.5% of earnings up to the YMPE (yearly maximum pensionable earnings)
- plus 5% of your earnings over the YMPE

\* Locked in after two years in plan

## Savings Plan

\* After 1 year continuous employment as a regular full-time employee, you have the option to join a Registered Savings Plan or Non-Registered Savings Plan.

\* For every dollar you contribute to the Plan up to 2 % of your salary, the company will also make a contribution. Your contribution as a percentage of your salary up to \$25,000.00 will be matched by the company at either 1 or 2.5 times your contribution, based on year's service. Contributions that are made on dollars earned in excess of \$25,000.00 will be matched on a dollar for dollar basis. Reference to years of service means that employees with more than 1 year and less than 5 years service earns the company contribution at a rate of 1 times the employee contribution, employees with more than 5 years service earn the company contribution at 2.5 times the employee contribution.

Note that the premiums set out in this schedule, currently supplied by the carriers, are for information purposes only and may change from time to time. The actual cost to employees, at any given time, will be based on the then prevailing rates as set by the carriers.

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## CARE Program

The *Confidential Assistance & access to Resources for Employees and their families (C.A.R.E.)* offers a confidential counselling and information service twenty-four hours a day, seven days a week. Warren Shepell, EAP Consultants provides the employee and their immediate family members with an employee assistance program through bilingual toll-free numbers – free to all full-time Irving Aviation employees. The C.A.R.E. counsellors assist with any personal and work-related concerns that may be affecting your physical or emotional well-being. All conversations and dealings with the counsellors are strictly confidential. **1-800-387-4765 (Eng) 1-800-361-5676 (Fr)**  
Full description on the web portal:

<http://irvingoil.irvingoil.ca/Portal%20Content/Home/MVP/Benefits/EligibilityCan/employee%20assistance.htm>

The Personal Insurance  
Company of Canada -  
Home &/or Auto Insurance

This is optional coverage through The  
Personal Insurance Company of Canada for  
home and/or car auto insurance at a discount  
rate. Brochures are available from Human  
Resources or on the web portal at:

<http://irvingoil.irvingoil.ca/Portal%20Content/Home/MVP/Benefits/insurance/body.htm>

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Fitness Facility Reimbursement

Fitness Facility Reimbursement  
Available to full-time employees and  
entitles a reimbursement for a membership  
purchased at any fitness facility at 40% of  
the total cost of the membership (up to a  
maximum of \$150) at the end of your  
membership year. Employee will:

- notify Human Resources at the start  
of membership
- Attend the facility 10 times per  
month (no reimbursement will be received if  
any  
months are missed. You must also provide  
documentation that supports your  
attendance.)
- Provide a receipt indicating you have  
paid the annual membership in full.

Full description on the web portal:

[http://irvingoil.irvingoil.ca/Portal%20Content/Home/MVP/Benefits/EligibilityCan/  
Fitness%20Program.htm](http://irvingoil.irvingoil.ca/Portal%20Content/Home/MVP/Benefits/EligibilityCan/Fitness%20Program.htm)

2007 Irving Aviation  
Article 16.04 Call-In Procedure  
November 14, 2007

1. Employees are to call in people in their own job category.
2. The Site Supervisor will oversee the Call-In Procedure is followed.
3. Employees are to log all calls to employees and record the results in the company report:
  - Who made the call
  - Date and time call is made
  - Results of the call (e.g. no answer, busy, not home, accepted)
  - For phone messages left, person calling will wait 10 minutes for a reply
3. For the coming month, all employees are asked to indicate on a common calendar days they would be willing to work over time, so they can be called if needed.
4. Staff are requested to make any changes to the calendar as their availability changes.
5. Replacing a shift:  
Flexible full-time, part-time and relief workers are called in as first priority in their job category (until their hours worked reaches their maximum or they are not available).
  - Harry (Flexible full-time 42 hours) Sherry (Flexible full-time 42 hours)
  - Les (Part-time Relief 40 hours) Dawn (Part-time Relief 40 hours)
6. Call-ins:  
Next call is made to senior person in the job category, with each person getting a turn, in rotating order:
  - Harry            Cathy L
  - Jim              Tara
  - Mike             Cathy G
  - Phil             Lisa
  - Doug            Dawn
  - Les              Sherry
7. An employee who has signed up as available on a given day, and refuses the offer of work, loses their spot on the list.

NOTE: Employees are NOT eligible for over time while on vacation.