



## **Labour Agreement**

**Between**

**PLH Aviation Services Inc.  
Halifax and Atlantic Stations**

**(hereinafter referred to as “the Company”)**

**and**

**International Association of Machinists and Aerospace Workers**

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

**2<sup>nd</sup> Agreement**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **Interpretation:**

- 1:01 The purpose of this agreement is to define the relations between the Company and the Union, the wages and working conditions of employees and the means by which complaints, grievances and disputes shall be disposed of in a prompt and equitable manner with minimum time lost. It is the intention of the Company and Union to promote and foster harmonious industrial relations between the Company and its employees.
- 1:02 a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them, their representatives or members.
- b) The purpose of this Article is to achieve equality in the workplace so that no person shall be denied advancement opportunities or benefits for reasons unrelated to ability and, in the fulfilment of that goal, to correct the conditions of disadvantage in employment experienced by women, aboriginal peoples, persons with disabilities and members of visible minorities.
- 1:03 It is understood that whenever the employees are referred to in the male gender within this Collective Agreement, it shall be recognized as referring to both male and female employees.

## **ARTICLE 2 - RECOGNITION**

### **Coverage:**

- 2:01 The Company recognizes the IAM & AW as the sole Bargaining Agent for the employees covered by this certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's certification #8136-U.
- 2:02 This Agreement covers all employees working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's certification.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3:01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement.
- 3:02 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause. Employees shall be notified in writing, the reason for their dismissal. A copy shall also be forwarded to the Union.
- 3:03 The Company agrees to manage and direct its employees in a manner consistent with the provisions of this agreement.

## **ARTICLE 4 - UNION MEMBERSHIP, DUES AND SECURITY**

- 4:01 The Union, its officials and members shall not use coercion or intimidation or discriminatory action in obtaining new members or in persuading any employees of the Company to participate in Union activities.
- 4:02 No employee shall be discriminated against by the Company or suffer any loss of seniority or employment because of membership or activity in the Union, so long as such activities are not carried on during working hours except as specifically permitted by this Agreement.
- 4:03 (a) The Company agrees that all employees covered by this Agreement shall have monthly dues deducted from their wages as a condition of employment.
- (b) The dues collectable under the constitution and bylaws of the Union, shall be deducted weekly from the wages due each employee.
- (c) The Company agrees to remit monthly to the Union the dues and initiation fees that are deducted.
- (d) If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month. Nor shall the Company be responsible for payment of such unpaid dues on behalf of the employee.
- 4:04 a) The employer shall furnish to the Union, a list of new employees taken into employment by the employer by adding the names and Social Insurance Numbers of said employees to the monthly check-off list.
- b) The Company shall provide copies of the Collective Agreement to the Shop Steward for provision to new employees.
- 4:05 Every employee covered by this Agreement shall become a member of the Union and shall remain a member in good standing as a condition of employment. Joining the Union means filling out an application card.

## **ARTICLE 5 - SPECIFIC PERFORMANCE**

- 5:01 The waiver of any of the provisions of this Agreement, or the breach of any of its provisions, by any of the parties, shall not constitute a precedent for further waiver of the enforcement of any further breach.
- 5:02 In the event that any word, phrase, sentence, Section or Article of this Agreement, is declared unenforceable or contrary to law, only such word, phrase, sentence, Section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

6:01 It is solemnly promised and agreed by the parties hereto that during the life of this Agreement, and, while negotiations , mediation or conciliation for its amendment or renewal are in progress, there shall be no strike, slowdown (either partial or general), stoppage of work or other interference with production by the employees hereby covered nor any lockouts by the Company. Any employee violating this section will be subject to disciplinary actions up to and including dismissal and any such action will be subject to the grievance procedures herein.

### **Picket Lines:**

6:02 The union recognizes the employees have the obligation to ensure they report for duty during any other companies strike or lockout to ensure uninterrupted operations are maintained.

## **ARTICLE 7- UNION REPRESENTATION**

7:01 The Union shall name Shop Stewards not to exceed three (3) members in YHZ, one (1) at each of YYT, YQM, YFC, YSJ, YQY and YYG who shall be employees of the Company who have completed their probationary period as covered by this Agreement.

7:02 a) The Shop Steward shall perform the functions herein provided in such a manner as to promote good order and shop discipline, with the least possible interference to the operation and the regular duties of their employment.

b) A Shop Steward shall be permitted the necessary time during working hours without loss of pay, to perform the functions provided by Article 8 herein, for the settlement of a complaint or grievance. However, such time requires prior approval of Management and shall not interfere with the proper operations of the business.

7:03 Matters pertaining to the interpretation, application, or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Committee who shall meet as often as may be deemed necessary during working hours with a prepared agenda of matters to be discussed and adjusted. Only Shop Committee members, a Business Representative, and/or an International Officer of the Union shall be present at such meetings with the Company.

7:04 At the first of every year and on occurrence of change, the recording secretary of the local lodge shall notify the Company, in writing, of the names of the Union's shop stewards, safety representative, committee representatives (negotiating committee) and general chairperson where applicable.

7:05 The Company and Union agree to establish an Environmental, Health and Safety Committee and shall conduct themselves in accordance with the PLH Environmental, Health and Safety Committee Terms of Reference and Part II of the Canada Labour Code.

The purpose of the Committee is not to place blame but to meet regularly and have monthly tours of the areas of the Company in order to check on possible health hazards.

## **ARTICLE 8 - COMPLAINTS, DISCIPLINE, GRIEVANCES AND DISPUTES:**

### Discipline

- 8:01 (a) The Company reserves the right to take disciplinary actions against any employee observed to be in breach of any Company rules and regulations. Any such action would be subject to the grievance procedures as established herein.
- (b) Individual infractions issued to an employee in connection with their work performance shall not become part of the employee's disciplinary record. However, upon accumulation of three (3) infractions, a disciplinary action may be taken and shall be included in the employee's file.
- (c) An employee must be advised of any written report on their personal disciplinary file and shall have the right to see their personal disciplinary file in the presence of the Manager or their designee upon request.

Disciplinary measures become null and void as follows;

Documented Verbal Warnings - One (1) year after the date of the imposition of the discipline provided there are no disciplinary incidents during the intervening period .

Written Letter of Warning - two (2) years after the date of the imposition of the discipline provided there are no disciplinary incidents during the intervening period.

Suspensions - three (3) years after the date of the imposition of the discipline provided there are no disciplinary incidents during the intervening period.

- (d) It is understood that disputes regarding disciplinary actions will be handled as per the grievance procedures outlined in this agreement. However, employee's will have the right to reply to any written disciplinary notification placed on the employees disciplinary file. Such replies will;

- ▶ represent the employees point of view regarding the incident,
- ▶ contain only those facts previously presented by the employee, Shop Steward or Union during meetings pertaining to the applicable incident
- ▶ be provided to the Manager within seventy-two (72) hours of the notification date, or as mutually agreed upon.
- ▶ not affect the discipline already carried out.

Employee's replies meeting the above prerequisites will be included in the employees disciplinary file and will remain on file for the same period intended as the applicable disciplinary action.

- 8:02 a) With the exception of incidents resulting in immediate suspensions pending investigation, the Company agrees to meet with the Shop Steward and discuss the matter prior to any suspension or discharge of an employee with seniority.

## **ARTICLE 8 - COMPLAINTS, DISCIPLINE, GRIEVANCES AND DISPUTES:**

### Discipline (continued)

- 8:02 (b) Upon management becoming aware of an incident the Company agrees to meet with the Shop Steward within the applicable employee(s) next four (4) regular scheduled working days to discuss the matter. Within twenty-four (24) hours after the conclusion of such a meeting, the Company will take what disciplinary action it intends to take. Time lines may be changed if mutually agreed upon by the Shop Steward and the Company.
- 8:03 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance, they may be requested to attend.

### Grievance Procedures

8:04 All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement, the procedure for such adjustment and settlement shall be as follows:

8:05 STEP 1 - GRIEVANCE:

Any grievance of an employee with seniority who feels they have been unjustly disciplined or dismissed shall first be taken up between such employee and a Company supervisor. Time limit to submit such verbal grievance:

- a) Termination, layoff or suspension - five (5) calendar days.
- b) All others - seven (7) calendar days.

The right to grieve shall be deemed to be waived if a grievance has not been presented within time frames noted in a) and b) above, after the event that gave rise to the grievance.

8:06 STEP 2 - GRIEVANCE:

Failing settlement under Step 1, such grievance shall be rendered in writing and taken up between a shop steward and the Manager or their appointee. Step 2 must be completed within five (5) working days from the completion of Step 1.

8:07 STEP 3 - GRIEVANCE:

Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving Party shall render their Grievance in writing and it will be referred to a Senior Management representative authorized by the President of the Company. Such referral must take place within five (5) working days from the completion of Step 2.

The Senior Management representative and the General Chairperson for the Atlantic Region of the IAM&AW will arrange to meet either in person or via Tele-conference in a serious attempt to solve the matter without proceeding to arbitration.

Company and/or Union representatives to document time extensions and all grievance submissions shall be time and date recorded.

- 8:08 The Company and the Union may mutually agree to waive any of the above arbitration steps and/or time limits in the Grievance Procedures.

## **ARTICLE 9 - ARBITRATION**

Arbitration:

- 9:01 a) No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Article 8:04 through 8:08 above.
- Any matter which has not been adjusted to the satisfaction of both parties through means provided by Article 8.04 through 8.08 above, may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within ten (10) working days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.
- b) Failing settlement under the above Steps the matter will be referred to an agreed upon Arbitrator who will meet with the Parties to hear both sides of the case.
- The Arbitrator will be required to hand down their decision as quickly as possible following the completion of the hearing.
- 9:02 Within ten (10) working days after notice of intent to arbitrate has been given as provided in Section 8:08 hereof, the Company and the Union shall attempt to jointly name an Arbitrator. No person may be named as an Arbitrator who has participated in an attempt to settle the grievance or dispute.
- 9:03 The Arbitrators shall not make any decision inconsistent with the provisions of this Agreement nor alter, modify or amend any part of this Agreement.
- 9:04 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.
- 9:05 The cost of Arbitration and meeting rooms will be borne equally by the Company and the Union. Each party will be responsible for their own legal, travel and accommodation costs related to the arbitration process.
- 9:06 Time limits pertaining to the arbitration process may be extended upon the mutual agreement of both parties.

**ARTICLE 10 - PROBATION & SENIORITY**

- 10.01 The first one-hundred & twenty (120) calendar days of employment shall be a probationary period during which the Company may assess whether an employee is suitable to be retained. Any time missed due to illness, injury or absence with or without pay, shall be added to the said one hundred & twenty (120) calendar day probationary period. An employee shall be a probationary employee without seniority for the entirety of the probationary period as outlined above.
- a) Seniority of each employee covered by this Agreement shall be established after a probationary period of one hundred & twenty (120) calendar days as described above. If the employee is retained in the service of the Company beyond such time, their seniority will date from the day the employee physically commenced employment. During the probationary period, probationary full-time employees will be covered by and entitled to, unless specifically excluded, all of the terms and conditions of this Agreement, except that they may be displaced or discharged. Such discharge shall be deemed to be at the sole and full discretion of the employer.

**ARTICLE 10 - PROBATION & SENIORITY**

- 10:02 a) Company Seniority; shall be based upon the date employment commenced with the

company and is applicable to;

- ▶ vacation entitlement
- ▶ lay off - bumping privileges from their existing classification to any other classification for which they are deemed to be qualified.

10:02 b) Classification Seniority; shall be based upon their commencement date within the classification and is applicable to;

- ▶ Shift bidding purposes
- ▶ Annual Vacation Bidding Purposes
- ▶ General Holiday Bidding Purposes
- ▶ Overtime
- ▶ Lay off / Recall
- ▶ Wage Rates

10:03 There shall be three (3) classifications of Seniority:

- i. Facility
- ii. Fuellers
- iii. Utility

Seniority of part-time employees shall be maintained on separate listings by classification.

Any employee wishing to transfer from one classification to another, will make application to the Company in writing with a copy to the local union, and will be given preference over a new applicant provided the employee can meet the Company's qualifications for said classification. Where qualifications are equal, seniority shall prevail.

- (a) Should any employee transfer from one classification to another classification, their seniority shall continue to pertain to their old classification for a period of ninety (90) calendar days after which if the transfer remains in effect, their seniority shall pertain to their new classification. However, during the ninety (90) day qualifying period, should the company determine the employee is not suitable in the new position, the employee will be moved back to their original position without loss of seniority.
- (b) Employees temporarily transferred to a higher classification shall not accrue seniority in that classification for the temporary period, but shall receive the rate of pay for such classification and shall receive first consideration for permanent promotion in that job should their qualifications meet company expectations for full-time employment in said classification.
- (c) Temporary transfers shall be for periods not longer than one hundred and eighty (180) days in a calendar year.

## **ARTICLE 10 - PROBATION & SENIORITY** (continued)

### Accrual of Seniority Under Lay-Off

10:04 An employee who has been laid-off shall continue to accrue seniority except as provided by Article 11 hereof.

### Loss of Seniority

10:05 An employee shall forfeit all seniority:

- ▶ should they be granted a leave of absence for more than thirty (30) days, except as specified in Article 12, or
- ▶ should they be absent for five (5) consecutive working days without reporting to the Company and without reasonable explanation, or
- ▶ should they voluntarily quit their employment, or
- ▶ should they be dismissed for just cause, or
- ▶ should they fail to respond to recall pursuant to Section 11:07 or 11:08 hereof, or
- ▶ should they not return to work within the time limit pursuant to Section 11:05 hereof, or
- ▶ if they accept employment during the period of a leave of absence (paid or unpaid), illness or injury, or
- ▶ if they should lose good standing in the Union Local Lodge.

### Salaried Employment

- 10:06 a) Subject to all provisions of this Article 10, seniority shall be retained and accrued by any employee who hereafter is transferred to salaried employment as a Supervisor directly supervising employees under this Agreement for a period of six (6) months and shall then be removed from the seniority list.
- b) Should the Company have temporary openings for Supervisors, such vacancies may be filled by personnel from the bargaining unit. Vacancies will be posted for bids and should the successful candidate be an employee falling under this Agreement, they will be assigned to normal supervisory duties as required. The Company reserves the right to post job notices for management positions in any location or publication they deem appropriate and to select the individual who best meets the qualifications of the position.
- c) Temporary Supervisors selected from the bargaining unit under this category shall remain in the bargaining unit and shall be subject to the terms of the Collective Agreement, except as outlined below. Remuneration for temporary Supervisors shall be their normal hourly rate plus a minimum responsibility pay of one dollar and fifty cents \$1.50/hr above their base hourly rate.
- d) In each case when the Company requires a temporary Supervisor, specifics of the assignment, shall be discussed with the Shop Steward prior to requesting bids. The maximum period for any such temporary position shall be one hundred and eighty (180) days in a calendar year.
- e) Pursuant to the steps provided within Article 6, this Agreement regarding temporary supervisors may be revoked by either party within seven (7) days of submitting a letter of intention to do so. However, the reasons for such action shall be fully discussed by both parties, prior to any action being taken.

## **ARTICLE 10 - PROBATION & SENIORITY** (continued)

Salaried Employment (continued)

- 10:06 f) Seniority shall continue to accrue in the employee's respective classification during such temporary supervisory period.
- g) Employees selected as temporary supervisors under this Agreement wishing to return to their previous classification within the Company, must provide written notification to the Company and the Shop Steward seven (7) days in advance. This option is only available to employees during their probationary period as a temporary supervisor.
- 10:07 The Company shall keep on its premises an up-to-date list of all employees showing the date when each commenced their employment and classification. The Company will forward a copy of this list to the Union.

**ARTICLE 11 - LAY-OFF AND RECALL**

- 11:01 a) Should cause such as fire, flood, explosion, act of God, act of war or terrorism, unforeseeable reduced activity on the part of airlines serviced by the Company, or any unforeseeable work stoppage by employees of an airline which disrupts the normal daily business of the Company and makes it necessary to reduce the working force, the employees affected thereby shall be laid off given forty-eight (48) hours notice of lay-off, from the commencement of the work stoppage.
- b) The Company when laying off employees for any reason shall lay them off in reverse order of their seniority of employment within their classification. In the event of layoff, they shall be entitled to bumping privileges from their existing classification to any other classification for which they are deemed to be qualified or for which they previously held seniority.
- c) When vacancies occur, the Company shall rehire the laid off employees according to their Company seniority provided they meet the qualifications of the available position.
- 11:02 The Company shall notify the Shop Steward as soon as possible of any lay-off. All employees shall receive notice of any lay-off other than those noted in Article 11:01 (a), as per the Canada Labour Code requirements.
- 11:03 When work is available in any classification from which there has been a lay-off, seniority shall determine the employees to be recalled provided they meet the qualifications. Every previous employee then having seniority and qualifications in the said classification shall be recalled before any other person is hired into it.
- 11:04 An employee who has been laid-off shall be listed according to seniority for eighteen (18) months after the day on which they were laid-off. Seniority will not be retained by any employee who is laid-off and who is not recalled within a period of eighteen (18) months from the date of layoff and their name shall then be removed from the list and the Union shall so be advised.
- 11:05 Recall shall be by courier or in person to the address last filed by the employee with the Company. The Shop Steward shall receive a copy of each letter of recall. A previous employee with seniority must keep the Company informed of any change of address by courier or in person.

## **ARTICLE 11 - LAY-OFF AND RECALL** (continued)

- 11:06 If within five (5) working days after the date of receipt of notice of recall an employee shall have failed to notify the Company that they intend to return to work or if within ten (10) working days of the same date an employee shall have failed to have satisfied the Company that they are unable to return because of accident or illness or other sufficient cause, they shall lose all seniority and their name shall be removed from the seniority list.
- 11:07 If an employee refuses to return for the work assignment specified by the Company, the Company shall consider the employee to have resigned and close out the employees record.

## **ARTICLE 12 - LEAVE OF ABSENCE**

- 12:01 a) Leaves of absence shall be granted at the discretion of the Company and shall not be unreasonably withheld.
- b) Leave of absence without pay granted by the Company for a period of thirty (30) calendar days or less shall be without loss of seniority and with accrual of seniority. A request for leave of absence must be presented in writing to the Station Manager at least fourteen (14) days in advance of the period of time desired. The Company shall render its decision on such request within seven (7) days after receipt of the request.
- c) Any employee hereunder on leave of absence engaged in gainful employment without prior permission from the Company shall forfeit their seniority and their name will be stricken from the seniority list and they will no longer be considered as an employee of the Company. Such termination shall be considered to be for just cause under this agreement.
- 12:02 The Company shall inform the Shop Steward of leave of absence without pay granted by the Company for more than thirty (30) calendar days. Such leave of absence shall occasion loss of all seniority except as otherwise agreed between the Company and the Shop Steward.
- 12:03 Upon written notice from the Union stating purpose and length of time required, the Company shall grant leave of absence without pay to any employee who is serving in a Union capacity for the transaction of Union business, providing it does not interfere with the proper operations of the business. Such leave of absence shall not exceed an aggregate of sixty (60) days in any calendar year for any such employee, or exceed two (2) weeks at any one time for the purpose of attending Trade Union conferences. Not more than one employee serving in a Union capacity shall be off on any such leave(s) at any one time.
- Advance written notice will be required as follows;
- a) Two days or less requires seventy two (72) hour advance written notice.
- b) Three days or more requires fourteen (14) days advance written notice.
- 12:04 On request from the Union, the Company shall grant leave of absence without pay to an employee for full time employment by the International Association of Machinists, provided that;
- a) The number of employees who shall be granted such leave shall be limited to one PLH employee at any given time, and;

## **ARTICLE 12 - LEAVE OF ABSENCE** (continued)

12:04 (continued)

- b) Any employee granted leave for full time employment with the International Association of Machinists shall retain and accrue seniority within their employment classification for a period of four years commencing upon the effective date of such leave as granted by the Company (leave may be extended by mutual agreement of the Company and the Union), and;
- c) The Company agrees to maintain the applicable Group Health and Welfare Benefits (as outlined in Article 20) for any employee granted leave by the Company for full time employment by the International Association of Machinists and Aerospace Workers. The Union agrees to reimburse the Company on the first day of each month for any and all costs associated with such Group Health and Welfare plans. It is also agreed the International Association of Machinists and Aerospace Workers will include said employee on their WSIB plan and maintain premiums as applicable.
- d) The Company agrees that should a “buy out” be offered to the full time employees during a period of authorized leave of absence for full time employment with the International Association of Machinists and Aerospace Workers, such offer will be extended to the individual on such approved leave of absence as applicable.
- e) The Company agrees that should a “buy down” be offered to the full time employees during a period of authorized leave of absence for full time employment with the International Association of Machinists and Aerospace Workers, such offer will be extended to the individual on such approved leave as applicable. Such buy down will not be considered to be due and payable to the employee on leave until such time as they return to their previous full time position with the Company and reduced hourly wages commence.

12:05 On furnishing proof satisfactory to the Company of inability to work because of illness or injury, an employee shall be granted sick leave without pay for a period not exceeding fifty-two (52) weeks. Such leave of absence shall be extended up to an additional fifty-two (52) weeks upon presentation, by the employee, of satisfactory proof of the need for such extension. The Company may require evidence of the employee’s fitness to resume their previous occupation which may include the employee attending a Company selected physician. Seniority shall accrue during sick leave.

12:06 An employee on sick leave or off due to injury, who exceeds one hundred and four (104) weeks will have their case reviewed by the parties to determine appropriate seniority standing. Such review will take place at the time any such employee notifies the parties of their intent to return to work.

## **ARTICLE 13 - JOB POSTING**

13:01 Whenever new positions within the bargaining unit are created or vacancies occur, existing employees will be given preference to such positions or vacancies over a new applicant provided the employee can meet the Companies qualifications for said classification. Seniority, skill, ability, experience and qualifications will also be considered. Seniority shall be the determining factor when the above elements are proven to be equal. Successful applicants will be posted as soon as possible following the expiration of the original posting.

## **ARTICLE 13 - JOB POSTING** (continued)

- 13:02 All bargaining unit vacancies will be posted for a period of ninety-six (96) hours on Company bulletin boards in the facility. If no suitable applicants are brought forward by this posting within the Ninety-six (96) hours specified, the Company will fill the vacancy by such other means as it may deem fit. There shall be no job bumping privileges except in the case of senior employees being displaced by a layoff or shift discontinuance.
- 13:03 Employees who are on vacation or authorized leave of absence (except under Section 12:04) during the posting period will have three (3) days after their return to bid the opening.

## **ARTICLE 14 - POSTING NOTICES**

- 14:01 The Union may post notices concerning the Union meetings and activities at specific places on Company premises, subject to prior Company approval.

## **ARTICLE 15 - HOURS OF WORK AND SHIFT ARRANGEMENTS**

- 15:01 Pursuant to Article 3 herein, the company has the right to establish shifts which meet its business requirements. Shift rotation and/or variations in hours of work/days off may be made by mutual agreement between the Company and the Union. The work week for all Full Time employees covered by this Agreement shall consist of five (5) working days of eight (8) hours duration each with two (2) days off. Such work week for all Full Time employees shall be based on forty (40) hours pay per week and eight (8) straight hours per day inclusive of a thirty (30) minute paid lunch break.
- a) When a full-time employee reports for duty on their regular scheduled work day, the employee shall be guaranteed a minimum of eight (8) hours work and/or pay from their regular scheduled starting time, unless the employee leaves of their own volition.

### **Work at Lower Classifications:**

- 15:01 b) If an employee starts their day's work, they shall not be paid less than their regular posted rate for the day. If work is to be made available at a lower classification pursuant to the provisions of Article 11, the employee shall be notified forty-eight (48) hours in advance.

### **Work at Higher Classifications:**

- 15:01 c) If an employee works at a classification of a higher rate for more than two (2) hours, they shall be paid a minimum of four (4) hours at the higher rate and if the employee works at a classification of a higher rate for more than four (4) hours, said employee shall be paid the higher rate for the whole shift. If possible, this work will be offered to full-time employees ahead of part-time employees.

### **Part-Time Employees:**

- 15:01 d) i. Part-time Employees may be used to supplement peak operating periods and replace Employees on Workers Compensation, sick leave, vacation, General Holidays, authorized leave of absence or other shift vacancies.
- ii. When a Part-time Employee is called and reports for duty, said employee shall be guaranteed a minimum of four (4) hours work and/or pay.

## **ARTICLE 15 - HOURS OF WORK AND SHIFT ARRANGEMENTS**(continued)

Part-Time Employees: (continued)

15:01 d)

- iii. Should a Part-time Employee work more than forty (40) hours in a week or more than eight (8) hours in a day said employee shall be paid overtime rates in accordance with the overtime provisions contained in Article 16 and the Canada Labour Code.
- iv. Part-time employees shall be excluded from the Health and Welfare benefits and shift premium provisions of this Document.
- v. Part-time Employees who work one thousand and forty (1040) hours or more in any year shall have those hours counted for the establishment of rates of pay in accordance with the schedule of pay.
- vi. A part-time employee shall:
  - (a) Be carried on a part-time roster and where practicable shall be called into work according to their position on the roster.
  - (b) not accrue seniority within the full-time classification seniority.
  - (c) bid annual vacation after all full-time employees have been awarded their Annual Vacation and General Holiday entitlements.
- vii. Should a full-time or full-time/part-time position become available, part-time employees within the same classification shall be granted the opportunity to such position based on their part-time seniority. The successful employee shall be added to the bottom of the full-time or full-time/part-time classification seniority list.
- viii. Unless prior authorization is received from the Company for specific time periods, part-time employees must be available to work shifts based on the Company work week of Sunday (00:01 hours) through Saturday (23:59 hours).

Full-Time / Part-Time Employee Status:

15:01 e)

- A position referred to as “Full-Time / Part-Time” shall be utilized as follows:
- i. This position shall be offered to part time employees based on seniority.
  - ii. The full-time / part-time employee shall be entitled to and the company shall maintain the Health, Bereavement Leave and Welfare and Shift Premium clauses of this Agreement.
  - iii. The full-time / part-time employee shall not be guaranteed forty hours work or pay per week.

15:02 With the exception of Part-time and Full-time/Part-time employees, when the Company requires an employee to change from one of the scheduled shifts to another, they shall be notified forty-eight (48) hours in advance of such changes except in case of emergency.

## **ARTICLE 15 - HOURS OF WORK AND SHIFT ARRANGEMENTS**(continued)

### Full-Time / Part-Time Employee Status:(continued)

- 15:03 The meal break shall not commence before three (3) hours from the employee's starting time or commence later than five and one-half (5 1/2) hours from the employee's starting time. In the event an Employee has been assigned a lunch period and it is interrupted, the Company agrees to use its best efforts to grant a 30 minute lunch or portion thereof if operations permit. Employees not receiving a meal period within the specified times will receive one-half (1/2) hour at time and one-half (1-1/2) their base rate.
- 15:04 The Company shall have the right to create/revise shift schedules at any time to meet airline scheduling requirements or changes.
- a) Prior to effecting any schedule and/or shift change, management shall give the Union Schedule Committee an opportunity to present their views of any such proposed changes prior to management making its final decision. The Union shall keep the Company informed of the two (2) employees who make up the Union Schedule Committee.
- 15:05 All shifts will be bid on to coincide with airline schedules. In the event changes to the airline schedules are insufficient to warrant a shift bid, the company agrees to rebid the existing shifts twice per year (spring and fall). Whenever possible, these shifts will be posted within thirty (30) days of the airline schedule effective date and posted for seven (7) days for bidding purposes. The shifts shall be effective seven (7) days after the bidding and award process has been completed. Seniority by classification will prevail for purpose of bidding. All shift schedules are subject to change based upon airline flight schedules and requirements.
- 15:06 Employees failing to bid during the seven (7) days posting period due to authorized leave for vacation, illness or injury. shall be slotted where their seniority would normally carry them in the respective block. (Example: A day shift man would be given the last open slot on days). Bids will be made on duplicate forms signed as received by the Shift Supervisor.

## **ARTICLE 16 - OVERTIME**

- 16:01 a) The Union recognizes the necessity of overtime work in the airline industry and agrees to cooperate with the Company in this respect.
- b) Voluntary Overtime:
- i. Any shift of four (4) hours or more, will be first offered to part-time employees who have not been scheduled their forty (40) hours, provided such shift will not exceed their forty (40) hours, then by seniority to those full-time employees on their day off, full-time employees prior to or after their scheduled shift, and finally to everyone else, on the basis of classification seniority and availability.
- ii. Shift overtime shall be allotted wherever possible on the basis of classification seniority in a voluntary manner provided the employee is capable of doing the job. However, upon reaching the bottom of the list with respect to seniority the junior employee shall be required to work the overtime.

## ARTICLE 16 - OVERTIME

16:01 c) Mandatory Overtime:

- i. Upon reaching the bottom of the list with respect to classification seniority the junior employee on shift shall be required to work the overtime. For the purpose of this Article, the junior employee shall be the employee with the least classification seniority who has not been required to work eight (8) hours of overtime in any given week. The Company shall use its best efforts to ensure any employee forced to work overtime shall be relieved with a voluntary replacement as soon as possible.
- ii) No employee shall be mandated to work overtime in excess of eight (8) hours per week.

16:02 An employee shall be compensated for overtime work as follows:

- a) All time worked immediately prior to and/or immediately following the employee's regularly established shift, and which is in excess of eight (8) hours per day, shall be considered overtime and paid at the established overtime rate of time and one-half (x 1-1/2) the base rate of pay for all overtime hours worked.
- b) All hours worked on a call-out or call back on an employee's designated days of rest which is in excess of forty (40) hours for the week, will be deemed overtime. The employee performing such work shall be paid time and one-half (x 1 1/2) the base rate of pay for all hours worked.
- c) An employee working overtime in excess of two (2) hours, shall be allowed a thirty (30) minute meal period with pay, at the overtime rate, between the tenth (10th) and twelfth (12th) hours, for lunch.
- d) Any full-time employee on designated days of rest who works on a call out or call-back basis on a General Holiday, shall be paid at the rate of time and one-half (x 1-1/2) for all hours worked. Additionally, said employee shall receive one-half time (1/2) the base rate for all hours worked to a maximum of eight hours.

16:03 An employee scheduled to work on a statutory holiday that must work beyond scheduled hours will receive double-time (2 X) for those hours worked in excess of eight (8) regular hours.

16:04 Overtime Premiums shall be calculated on employees base hourly wage rate excluding premiums (shift, incentive, shift coordinator, training, etc.) unless otherwise provided by this agreement.

16:05 When Full Time employees report for duty on a call back basis inconsistent with their regular scheduled work day or shift they shall be guaranteed a minimum of four (4) hours work at applicable rates of pay. After completion of the duty they were called in for, they may book off with a minimum of two (2) hours pay at the applicable rates of pay with consent of the Supervisor.

16:06 Missed Overtime Opportunities;

- a) In the event an employee misses an opportunity to work overtime due to an error in the call in procedures, the employee will report the incident within seventy-two (72) hours of the occurrence. The company will immediately investigate the matter and if verified in favor of the employee, such employee will be granted an opportunity to work the same amount of overtime that was deemed to have been missed.

## **ARTICLE 16 - OVERTIME**

### 16:06 Missed Overtime Opportunities; (continued)

- b) The affected employee will select an awarded remedy in kind overtime period of the same length to be worked at their normal classification duties within 15 days following completion of the investigation. The company agrees not to utilize the awarded remedy in kind overtime period to offset any other overtime requirement that may arise during the period selected by the affected employee.
- c) In the event overtime arises during the awarded overtime period, and the affected employee would be entitled to the new overtime based on the call in procedures, the employee will be granted the overtime and will be allowed to reschedule the awarded overtime period within the succeeding seven (7) days.
- d) In the event it is determined after investigation the company has utilized the awarded remedy in kind overtime period to offset another overtime requirement, the original incident shall be deemed to be completed. However, another incident of a missed overtime opportunity shall have occurred. The applicable person who would have been eligible for the required overtime which was missed, shall be awarded a remedy in kind overtime period as per items “a, b, c” noted above.

## **ARTICLE 17 - STATUTORY HOLIDAYS**

- 17:00 (a) Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the General Holidays listed. The following General Holidays shall be observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Should the Federal Government legislate an new holiday during the term of this agreement which differs from the aforementioned said holiday shall be added to the list and observed.

- b) In the event of a General Holiday falling on an employee's day off or annual vacation period, the employee will receive another day off with pay in lieu of that General Holiday. It is understood that such additional day off will be a part of the annual winter vacation noted in article 17:00 (c).
- c) Due to the continuous nature of the operation, it may be necessary for employees to work on a General Holiday. In such cases the employee will be given an alternate day off with pay in lieu of the General Holiday and this may be taken as winter vacation up to a maximum of nine (9) days.

The employee will also receive pay at time and one half (1-1/2) for all hours worked on the General Holiday.

## **ARTICLE 17 - STATUTORY HOLIDAYS** (continued)

- 17:00 d) Employees are eligible for a General Holiday provided that the employee is entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the General Holiday.
- Employees shall not lose entitlement for absence caused by a Workers' compensation claim that has been accepted.
- Further, Employees who are on extended illness or injury status as documented by a Company approved physician, will not lose entitlement for a maximum two month absence resulting in a maximum of 3 consecutive general holidays.
- e) If an employee is laid off thirty (30) days preceding any General Holiday(s) and then rehired within thirty (30) days following that Holiday, the employee shall receive General Holiday credit(s), i.e. extra days' pay, or, day off with pay for each General Holiday falling within said period.
- 17:01 Time off in lieu of a General Holiday as described in Article 17 (b) & (c) shall be accrued by the employees and taken in one block of five (5) days and one block of four (4) days. Such accrued blocks will be taken based on seniority at a time mutually agreed upon and will not interfere with any employees Annual Vacation selection.

## **ARTICLE 18 - SPECIAL ALLOWANCES**

### **Shift Differentials**

- 18:01 a) Shift Premium - Regular day shift hours for full-time and full-time/part-time employees shall be between be 08:00 -15:59 hours.
- b) Forty cents (\$0.40) shall be paid for all hours worked by full-time and full-time/part-time between the hours of 16:00 - 23:59.
- c) Fifty-five (\$0.55) shall be paid for all hours worked by full-time and full-time/part-time employees between the hours of 00:01 - 08:00.
- d) Shifts commencing between 6:00 a.m. and 8:00 a.m. will not be entitled to the midnight shift premium.

### **Shift Coordinator Premium:**

- 18:02 (a) i. A Shift Coordinator shall be defined as a person who performs regular classification duties and directs the work of others.
- ii. The Shift Coordinator shall not have the authority to hire, fire, suspend or otherwise discipline other employees.
- iii. It is understood that the Shift Coordinator will be paid one dollar & seventy-five (\$1.75) above the employee's classification top rate excluding premiums.
- iv. Shift Coordinator shifts will be bid upon in conjunction with shift bidding as defined in article 15:05 of the Agreement. Only Company certified Shift Coordinators will be eligible to bid such shifts.

## **ARTICLE 18 - SPECIAL ALLOWANCES**

- 18:02 v. The Company will use its best efforts to train and certify employees who wish to become future Shift Coordinators. The Company will have the right to decertify individuals based on poor performance.
- vi. A Shift Coordinator requested by the company to carry either a cell phone or pager when not working will be paid \$21.00 per week to a maximum for the location of \$1,092 per year. In the event of absence by the Shift Coordinator (vacation etc.), the replacement employee will be paid the applicable rate from the maximum allowable for the location while taking over the duty of carrying the cell phone or pager

The Company reserves the right to use Management staff for Shift Coordinator duties in the event the Company is unable to fill vacancies with qualified Union personnel.

Training Premium:

- 18:02 b) i. Approved training instructors shall be paid one dollar & twenty-five cents (\$1.25) per hour above their base rate of pay while actively training fellow employees.

Bereavement Leave

18:03 Full-Time employees who have attained seniority shall have bereavement leave entitlement as follows:

- (a) The Company agrees that in the event of bereavement in the immediate family of an employee as indicated below, to allow the said employee five (5) eight (8) hour working days off with pay to attend the funeral and look after legal requirements of the estate should the need arise:
- |          |  |
|----------|--|
| Wife     | five (5) working days (includes common law & same sex) |
| Husband  | five (5) working days (includes common law & same sex) |
| Son      | five (5) working days (includes step son)              |
| Daughter | five (5) working days (includes step daughter)         |
- (b) The Company agrees that in the event of bereavement in the family of an employee as indicated below, to allow the said employee, upon request, such time off as is necessary to attend the funeral, not to exceed the specified calendar days in succession, and to pay for the days which they would otherwise have worked at their regular scheduled hours and regular hourly rate:
- |                       |                        |
|-----------------------|------------------------|
| Father                | four (4) calendar days |
| Mother                | four (4) calendar days |
| Sister                | four (4) calendar days |
| Brother               | four (4) calendar days |
| Mother-in-Law         | four (4) calendar days |
| Father-in-Law         | four (4) calendar days |
| Grandparents          | four (4) calendar days |
| Spouse's Grandparents | four (4) calendar days |
| Grandchildren         | four (4) calendar days |

**ARTICLE 18 - SPECIAL ALLOWANCES** (continued)

Bereavement Leave (continued)

18:03 (b) (continued)

Any other person covered by the Canada labour Code not covered in item (a) above will be added to item (b) and will not exceed four (4) calendar days in succession.

In addition to (a) & (b) above, should additional time off be required for travel arrangement, etc., upon request by the employee, an additional five (5) days off may be granted without pay.

Affinity relationships terminate for leave purpose upon the divorce of the relative through who the affinity is derived.

18:03 c) Part-Time employees shall be entitled to the same bereavement leave conditions as specified above for Full-Time employees with the exception of payroll reimbursement. In the event that a Part-Time employee should lose any scheduled hours of pay (based on the guidelines of (a) and (b) above), they shall be reimbursed at the straight time hourly rate for such loss.

#### Jury Duty and Crown Witness

18:04 a) A Full-time Employee having attained seniority who is required to perform Jury Service or Jury Duty on a day on which they would normally have been scheduled to work, will be reimbursed by the Company for the difference between the pay received for Jury Service or Jury Duty and their straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for Jury Service or Jury Duty. The employees will be required to furnish proof of Jury Service and Jury Duty pay received.

b) A Part-time Employee having attained seniority who is required to perform Jury Service or Jury Duty on a day on which they would normally have been scheduled to work, will be reimbursed by the Company for the difference between the pay received for Jury Service or Jury Duty and their average daily earnings based on the previous three (3) month period of regular straight time hours. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for Jury Service or Jury Duty. The employees will be required to furnish proof of Jury Service and Jury Duty pay received.

c) It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors.

d) Further, should an employee be summoned as a witness to event(s) which occurred while said employee was performing duties on behalf of the Company, the Company shall continue to pay the employee for regularly scheduled hours during such absence. Provided however that all sums received by the employee by way of payment for attending as a witness shall be payable to the Company, to the end that no employee shall receive both their regular applicable rate from the Company and payment from other sources for the same period of time.

## **ARTICLE 18 - SPECIAL ALLOWANCES** (continued)

### Parking

18:05 In those locations where the Company is unable to provide parking facilities for the employees, employee parking fees will be paid by the Company.

### Protective Clothing and Uniforms

18:06 a) Protective clothing shall be supplied by the Company consisting of:

- ▶ 1 raincoat
- ▶ 1 pair of rain pants
- ▶ 1 set of noise suppressors

Such clothing is to be returned after use in good condition. When evaluating the condition of returned protective clothing, the company will give proper consideration to wear/deterioration which can be expected from normal use. Abuse or loss of issued protective clothing will render the employees liable for the cost of same.

b) The following glove issue will be supplied to each employee annually;

- ▶ 3 pair of leather gloves (issued in the Spring for Summer use)
- ▶ 3 pair of leather mitts with liners (issued in the Fall for Winter use)
- ▶ 2 pair of rubber gloves with 2 cotton inserts

c) The following uniform issue will be supplied by the Company at no cost to the employee as follows:

- ▶ 5 pairs of pants
- ▶ 7 shirts
- ▶ 3 coveralls

(Or a combination of the above.)

Employees will be responsible for all issued clothing. They are expected to be worn on the job only and will be replaced when worn out issued clothing is returned. Abuse or loss of issued clothing will render the employees liable for the cost of same.

d) The following outer wear will be provided by the Company as follows;

- ▶ 1 Spring/Fall type jacket (replaced every twenty-four (24) months.)
- ▶ 1 Winter Parka (replaced every thirty-six (36) months)

i) Should the employees choose to purchase insulated coveralls rather than the winter parka, the Company will reimburse the employee for the cost of such purchase up to the Company's purchase price of the parkas in that year. The employee shall provide an acceptable proof of purchase to the Company for reimbursement.

ii) The Company will bear the cost of dry cleaning parkas used at work up to three (3) times per year.

e) If any of the above items named in Articles 18:06 (a), (b), (c) and (d) are lost or subjected to needless wear and tear, the employee will be required to replace them themselves. Any employee leaving the employ of the Company must return all of the above named items in reasonable condition at the time their employment ceases.

## **ARTICLE 18 - SPECIAL ALLOWANCES** (continued)

### 18:06 Protective Clothing and Uniforms (continued)

- f) Full-time employees who have completed one (1) year of service but less than three (3) years of service will receive within 15 days of their first anniversary date, a footwear subsidy of one hundred & ten dollars (\$110.00) which will be paid on proof of purchase of a CSA approved work boot acceptable to the Worker's Compensation Board/Workplace Health Safety and Compensation Commission. In subsequent years of employment the Company shall pay the footwear subsidy on July 1<sup>st</sup> of each year.

Employees who have completed three (3) years of service but less than five (5) years of service will receive a footwear subsidy of one hundred & fifteen dollars (\$115.00) on proof of purchase of a CSA approved work boot acceptable to the Worker's Compensation Board/Workplace Health Safety and Compensation Commission. The Company shall pay the footwear subsidy on July 1<sup>st</sup> of each year.

Employees who have completed five (5) years of service but less than ten (10) years of service will receive a footwear subsidy of one hundred & twenty dollars (\$120.00) on proof of purchase of a CSA approved work boot acceptable to the Worker's Compensation Board/Workplace Health Safety and Compensation Commission. The Company shall pay the footwear subsidy on July 1<sup>st</sup> of each year.

Employees who have completed ten (10) years of service or more will receive a footwear subsidy of one hundred & twenty-five dollars (\$125.00) on proof of purchase of a CSA approved work boot acceptable to the Worker's Compensation Board/Workplace Health Safety and Compensation Commission. The Company shall pay the footwear subsidy on July 1<sup>st</sup> of each year.

Part-time employees must complete two thousand and eighty (2,080) hours of service to be eligible for an initial footwear subsidy in the amount noted above. Part-time employees will receive subsequent footwear subsidies (as per the above years of service) for each additional two thousand and eighty (2,080) hours worked with a limit of one footwear subsidy per calendar year.

Alternatively, employee's who prefer, may accrue the annual amount for a maximum of two years total based on their years of service.

### Safety Equipment

- 18:07 Whenever the Company or Workers' Compensation Act require equipment to be worn on the job, such equipment shall be provided by the Company at no cost to the employee. It is the Employee's responsibility to wear such equipment. The Employee shall be held responsible for such equipment and shall be charged for any damage or loss for which the employee can reasonably be held responsible.

### Medical Examinations:

- 18:08 a) The Company shall pay employees, who are requested by the Company to take a physical examination. The examination shall be during working hours. If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out their regularly assigned duties, the following procedure shall be applied:

## **ARTICLE 18 - SPECIAL ALLOWANCES** (continued)

### **Medical Examinations:**(continued)

- 18:08 b) In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union. Should the Union or the employee disagree with the said findings, the employee, shall have the right to be examined by their personal physician. Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a Medical Consultant to examine the employee with respect to the dispute.

For the purposes of Article 18, a Medical Consultant shall be a third doctor or specialist whose field of practice relates to the particular disability in question.

- c) The findings of the consultant shall be final and binding.
- d) Should the consultant deem the employee to be capable of carrying out their regularly assigned duties, then the employee shall not suffer any loss of earnings caused by their having been removed from or temporarily suspended from their regularly assigned duties.
- 18:09 Employees that have completed one (1) or more years of employment with the Company and who are required to take Government Physical Medical Examinations for the purpose of their Vehicle Operator's License, will, provide a letter/report from their doctor's which is to state only that they have passed or failed such medical examination. Any special conditions which must be met in order to be legal to operate a vehicle by the employee must be disclosed to the Company (i.e. corrective lenses must be worn, etc.). The Company will then reimburse the employee the cost of such physical examination upon presentation of a receipt showing the employee has paid for such examination.

- 18:10 When employees are required to use their personal vehicles to provide transportation while on Company business, or to provide transportation to or from work at locations other than the Airport at which they are normally employed, they will receive a traveling allowance of thirty-seven cents (\$.37) plus HST, per kilometer.

Any additional costs incurred by the employee while using their personal vehicle for company business will be reimbursed upon presentation of an acceptable receipt. This will include costs such as parking, toll, etc., but will exclude fines for parking or other traffic violations.

## **ARTICLE 19 - ANNUAL VACATION WITH PAY**

- 19:01 All employees shall receive:

- a) Two weeks vacation with pay after the completion of each calendar year of service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages paid that employee during the year in which they qualified for such vacation, or;
- b) All employees hired after July 1, 2001 who have completed five (5) years of continuous service with the Company shall receive in the next succeeding year of employment and each succeeding year thereafter three (3) weeks vacation with pay in an amount equal to six percent (6%) of the gross wages paid the employee during the year in which they qualified for such vacation.

## **ARTICLE 19 - ANNUAL VACATION WITH PAY** (Continued)

- 19:01 c) Who have completed ten (10) years of continuous service with the Company shall receive in the next succeeding year of employment and each succeeding year thereafter four (4) weeks vacation with pay in an amount equal to 8% of the gross wages paid that employee during the year in which they qualified for such vacation.
- 19:02 Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be effective January 1 to December 31 of each year.
- (a) Employees commencing employment with the Company between the dates of January 1 and June 30, will have January 1 in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
  - (b) Employees commencing employment with the Company between the dates of July 1 and December 31, will have January 1 in the year following commencement of employment for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
    - i. Employees who commenced employment with PLH Aviation Services Inc. on July 1, 2001 will have January 1 in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
  - (c) In the first year of employment employees will be credited with one day of vacation for each month of employment to a maximum of ten (10) days during that calendar year, such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be 4% of the gross wages paid that employee in the portion of the year worked.
- 19:03 Vacation in respect of any year or part thereof ending December 31<sup>st</sup> shall be taken during the immediately succeeding year ending December 31<sup>st</sup> and will not be carried over to subsequent years. Seniority shall be the determining factor in vacation allocation.
- a) It is understood that employees will be given access to the full year (January 1 to December 31) for vacation purposes.
  - b) To preclude the loss of vacation time during the year in which it is to be taken, vacation lists will be posted on November 15<sup>th</sup> of the year immediately preceding the year in which it is to be taken. Employees shall designate their choice of vacation time prior to January 1<sup>st</sup> of the year in which the vacation is to be taken. To ensure that overlapping of vacations does not occur, vacations (blocks of 5 working days) shall be taken from Sunday through Saturday regardless of the Employee's days off. If no overlapping occurs, the employee will be allowed to take vacation (blocks of 5 working days) between scheduled days off. In the event an employee fails to designate their choice of vacation on such listing while posted, vacation time for said employee shall be allocated at the discretion of the Company. The Company shall post the completed vacation schedule by January 15<sup>th</sup> and it shall remain posted for the balance of the year.

**ARTICLE 19 - ANNUAL VACATION WITH PAY** (Continued)

- 19:03 c) Based on the number of employees actually working within each classification, the total number of employees in each classification who may be allowed to be off on vacation at any one time shall be determined pursuant to the following formula:

<b>Total # of Employees actually working in classification:</b>	<b>Total # of Employees in the classification who may be off on vacation at one time:</b>
0 to 10 employees	1 employee off
11 to 20 employees	2 employees off
21 to 30 employees	3 employees off

and blocks of ten employees thereafter.

- d) Annual vacation shall be allotted before General Holidays and seniority shall prevail.
- e) Employees shall take their annual vacation within the calendar year they are entitled to the said vacation.
- 19:04 a) In the month of October of each year the Company shall post a notice advising all employees of the bidding period. Such notice shall contain:
- (i) The number of employees to be off at any one time in any classification.
  - (ii) The person to whom the bids are to go.
- b) A copy of the notice shall also be forwarded in October to employees who are on leave of absence, illness, injury or vacation at their last know address with a copy to the Union. Alternately, a phone call in the presence of a Shop Steward will be made at least ten (10) days prior to the bidding.
- 19:05 Employees will not be called out to work during their scheduled weeks of vacation. The vacation week shall be considered seven (7) consecutive days commencing 00:01 hours Sunday and ending 23:59 hours Saturday.
- 19:06 Should a General Holiday occur while an employee is on vacation, the employee shall receive another day off with pay, in lieu of said General Holiday and shall be taken as noted in article 17:00 (c).
- 19:07 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid-off. Such employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid-off, as provided in Article 11:00 hereof, shall receive vacation pay at the time of his vacation.
- 19:08 "Total Earnings" for the purpose of this Article 19:00 shall mean the total amount of earnings recorded for income tax purposes.

## ARTICLE 20 - GROUP INSURANCES

20:01 The Company shall arrange with a third party insurer(s) for a Health & Welfare Plan for its full-time and full-time / part-time employees and their eligible dependants. The plan shall include:

<u>Life Insurance</u> -	Non-evidence maximum is \$20,000, benefits reduce by 50% at 65 and terminate at 70	
<u>AD&amp;D Insurance</u> -	Non-evidence Maximum is \$20,000, benefits reduce by 50% at age 65 and terminate at 70	
<u>Dependant Life</u> -	N/A	
<u>Short Term Disability</u> (WI)	15 <sup>th</sup> day of accident/sickness to a maximum of 26 weeks	
<u>LTD</u> -	N/A	
<u>Vision Care</u> -	N/A	
<u>Extended Medical</u> -	Drug Card	80%
	Other Expenses	100%
	Out of Province Emergency	100%
	Deductible	None
	Hospital Room Accommodations	Semi-private
	Generic Prescription Drugs	(Oral contraceptive included)
	Paramedical Benefit	\$500 per “covered” practitioner per calendar year
	Registered Nurse	\$10,000 per calendar year
	Emergency Worldwide Medical Assistance	
	Maximum Amount	unlimited lifetime dollar amount both in and out of province
<u>Dental</u> -	Basic	90%
	Major Restoration	70%
	Deductible	None
	Maximums	\$1,500 per calendar year
	Open Space Restriction	Yes
	Recall Exams	Once every 5 months
	Survivor Dependant Benefit	12 months without requiring further premium payment

The company’s only obligation with respect to these insured benefits is to arrange for them to remit the required premiums and make contributions toward the premiums as detailed below. Any claim for entitlement will be governed by the terms of the applicable plan documents, which do not form part of this Collective Agreement and are not arbitrable.

20:02 Membership in the Health and Welfare Plan shall be compulsory for full-time and full-time /part-time employees.

- a) Any employee of the Company on a full-time or full-time/part-time basis on the effective date of the Health and Welfare plan shall join on that date.

**ARTICLE 20 - GROUP INSURANCES** (continued)

20:02 (continued)

- b) Any full-time or full-time/part-time Employee who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following one hundred and twenty (120) calendar days from their date of employment with the Company.
- c) The cost of the Plan shall be borne as follows:

1 through 3 years of service	Fifty-five percent (55%) by the Company, forty-five percent (45%) by the participating member
Upon completion of 3 years	Sixty percent (60%) by the Company, forty percent (40%) by the participating member
Upon completion of 5 years	Sixty-five percent (65%) by the Company, thirty-five percent (35%) by the participating member
Upon completion of 10 years	Seventy percent (70%) by the Company, thirty percent (30%) by the participating member

Premiums payable by the employee shall be made by payroll deduction on a weekly basis.

20:03 When an employee goes off work ill, or on compensation, the Company shall continue to forward both the Company's and the employee's share of their Health and Welfare premiums so that the employee shall be protected to the utmost, provided;

- a) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than three (3) months in arrears, and
- b) The period of such coverage shall exceed six (6) months only by mutual agreement by the two parties.

When an employee returns to work, the Company shall deduct from their earnings any monies the Company has paid out in respect to their contributions. The company reserves the right to take legal action against any employee who does not return to work or who refuses or neglects on demand at their last known address to make restitution for such monies owed to the Company.

**ARTICLE 20 - GROUP INSURANCES** (continued)

20:04 It is understood and agreed by the parties to this agreement the items and terms contained in Article 20:01 shall not be changed or modified during the life of this agreement except by negotiations and mutual agreement of both parties.

**ARTICLE 21 - RENEWAL, AMENDMENT AND TERMINATION**

21:01 Except as otherwise provided herein, this Agreement shall be effective October 2, 2008 and shall continue in full force and effect until June 30, 2013, thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement within a period of three (3) months, immediately preceding the date of expiration of the term of the Collective Agreement.

21:02 If notice of intention is given either party in writing pursuant to the provisions of the preceding Section 21:01, negotiations shall commence as per the requirements of the Canada Labour Code.

21:03 Technological Change:

Should automation or technological change cause jobs to become redundant, the employee shall have the opportunity to displace a more junior employee in any classification, providing the employee is qualified and work is available.

Signed this 2<sup>nd</sup> DAY OF October, 2008

**ON BEHALF OF THE COMPANY:**  
PLH Aviation Services Inc.

**ON BEHALF OF THE UNION:**  
International Association of Machinists and  
Aerospace Workers

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D. C. Matthew, President

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K. D. Russell, General Chairperson  
(Eastern Region - Atlantic Provinces)

---

R. A McLeod, General Manager

---

S. Sperduti, General Chairperson  
(Central Region)

---

S. McCool, Manager Atlantic Region

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S. Bainbridge, Negotiating Committee

## **ARTICLE 22 - WORK BY SUPERVISORS**

- 22:01 a) Supervisors shall not normally perform work covered by this Agreement except for purposes of;
- ▶ instruction
  - ▶ checking out equipment
  - ▶ health & safety reasons
  - ▶ spill response or prevention
  - ▶ delays or prevention of delays
  - ▶ accidents
  - ▶ severe weather conditions
  - ▶ moving equipment from one location to another (either on or off airport properties)
  - ▶ in cases of emergency
  - ▶ or ensuring needs of the customers are met when no union member is immediately available
- b) Due to the nature of Halifax and the Atlantic locations, the Maintenance Supervisor will play a hands on role as performed to date.
- c) It is the companies commitment that supervisors not be utilized to replace employees covered by this agreement unless no other employee from the applicable classification is, or could be available within the required time frame.

## **ARTICLE 23 - WAGES**

### Wages

- 23:01 The Company shall pay wages to every employee covered by this document at the hourly rates contained in Appendix "A" for the various classifications listed therein. Appendix "A" shall be deemed to be contained in and form part of this document.

### Wage Statements

- 23:02 a) The Company shall provide every employee covered by this document with a separate detachable written or printed itemized statement in respect of all payments made to such employee of the Company. Such statement shall show the hours worked, the total overtime hours worked, the gross amount of wages, vacation pay and pay for Statutory Holidays and all deductions made therefrom.
- b) Employees shall be paid on Thursday of each week. Employees shall receive their pay by direct deposit into employees Bank Account. Documentation authorizing the Company to make direct bank deposits must be on file with the Company in advance of such implementation.
- c) If an employee terminates on their own accord they will be paid on the next scheduled pay day of the following week.
- d) Errors in pay cheque's shall be handled in the following manner:
- i) Forms shall be made available at each Maritime operating location for employees to report alleged errors on pay cheque's.
  - ii) Employees are to complete the form and submit it to the YHZ payroll office within three (3) hours of the employee's receipt of the pay cheque.

## **ARTICLE 23 - WAGES** (continued)

### Wage Statements

23:02 d) (Continued)

- iii) If an alleged error is verified as the Company's mistake, it shall be corrected as follows;
  - ▶ Pay cheque errors in excess of three (3) hours pay or more shall be promptly corrected by issuing a separate cheque to cover any such error.
  - ▶ Errors below three (3) hours pay shall be corrected in the next pay period.

23:03 The Company shall deduct the total monthly deductions for Health & Welfare on an evenly split weekly basis.

## **ARTICLE 24 - MISCELLANEOUS**

### Collective Agreement Duplication:

- 24:01 a) The Company will make every reasonable effort to have the Agreement duplicated within twelve (12) weeks of signing a New Collective Agreement.
- b) The style of the duplications shall be 8.5 inch by 11 inch standard paper bound with a reasonably durable cover.
- c) The cost of duplication shall be borne by the Company.

### Banked Overtime:

- 24:02 All employees shall be entitled to accumulate overtime to create a "bank" of funds which may be taken at their discretion at a later date. The process shall include;
- a) A written request from the employee will be provided to the Company for the pay period in which they wish overtime to be accrued to their "bank".
  - b) Overtime to be allocated to the "bank" will be dollar for dollar at the established overtime rate as per Article 16:02. (I.E. - one hour of overtime worked, one hour at one and one-half (1-1/2) time base rates credited to the "bank". No partial payments such as 1/2 time on pay cheque and straight time banked.)
  - c) The maximum amount which may be banked will be the equivalent of two (2) weeks pay.
  - d) The "bank" will be recorded in a dollar value, and not in time owed. The company will produce a statement of banked amounts owing upon request of the employee.
  - e) Banked Overtime is intended for use during periods of illness, accident or injury. The Company will use its best efforts to allow employees to utilize the Banked Overtime in the event of family emergencies or for extended bereavement leave.
  - f) Other requested leaves may be granted; dependant upon operational requirements, provided no conflicts are deemed to exist by management and overtime will not be required to replace the employee while on such leave.
  - g) The employee will submit a written request to receive payment from their "banked pay". Amounts requested can not exceed the amount of contributions made by the employee.

## **ARTICLE 24 - MISCELLANEOUS** (continued)

### **Tool Insurance:**

- 24:03 a) The Company will provide tool insurance to cover Facility Personnel tools. Each Facility-person will keep and maintain a minimum list of tools as stated by the Company in Appendix "D".
- b) Each year by July 1<sup>st</sup> a tool inventory will be filed with the Manager.
- c) Tool insurance covering fire and theft up to a maximum of five thousand dollars (\$5,000.00) per person with a \$100.00 deductible shall be provided by the Company.
- d) Any required tools not listed in Appendix "D", will be provided by the company at the companies expense.

### **Tool Allowance:**

- 24:04 The Company agrees to provide replacement for all broken tools provided such tools are those contained in Appendix "D" and are turned in to the Manager with a receipt for a like replacement.

## APPENDIX "A"

### WAGES:

#### **Full-Time Fuellers**

	<b>July 1 2008</b>	<b>July 1 2009</b>	<b>July 1, 2010</b>	<b>July 1, 2011</b>	<b>July 1, 2012</b>
<b>Hire Rate</b>	\$ 11.92	\$ 12.10	\$ 12.34	\$ 12.53	\$ 12.72
<b>After Red Pass</b>	\$ 12.17	\$ 12.35	\$ 12.59	\$ 12.78	\$ 12.97
<b>After Probation</b>	\$ 12.42	\$ 12.60	\$ 12.84	\$ 13.03	\$ 13.22
<b>Upon Completion of 1 Year</b>	\$ 12.92	\$ 13.10	\$ 13.34	\$ 13.53	\$ 13.72
<b>Upon Completion of 3 Years</b>	\$ 13.17	\$ 13.35	\$ 13.59	\$ 13.78	\$ 14.22
<b>Upon Completion of 5 Years</b>	\$ 14.17	\$ 14.60	\$ 14.84	\$ 15.28	\$ 15.97
<b>Upon Completion of 10 Years</b>	N/A	N/A	N/A	\$ 15.53	\$ 16.22
<b>Incentive Premiums (less than 5 yrs)</b>	\$ 2.50	\$ 2.75	\$ 2.75	\$ 3.00	\$ 3.25
<b>Incentive Premiums (more than 5 yrs)</b>	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50

*\* Potential Incentive Premiums are dependant upon years of service and eligibility.*

## APPENDIX "A"

### WAGES:

### Full-Time Facility

	<u>July 1 2008</u>	<u>July 1 2009</u>	<u>July 1, 2010</u>	<u>July 1, 2011</u>	<u>July 1, 2012</u>
Hire Rate	\$ 15.60	\$ 15.83	\$ 16.15	\$ 16.39	\$ 16.63
After Red Pass	\$ 15.85	\$ 16.08	\$ 16.40	\$ 16.64	\$ 16.88
After Probation	\$ 16.10	\$ 16.33	\$ 16.65	\$ 16.89	\$ 17.13
Upon Completion of 1 Year	\$ 16.35	\$ 16.58	\$ 16.90	\$ 17.39	\$ 17.63
Upon Completion of 3 Years	\$ 16.60	\$ 16.83	\$ 17.15	\$ 17.64	\$ 18.13
Upon Completion of 5 Years	\$ 17.10	\$ 17.58	\$ 17.90	\$ 18.64	\$ 19.38
Upon Completion of 10 Years	N/A	N/A	N/A	\$ 18.89	\$ 19.63
Incentive Premiums (less than 5 yrs)	\$ 1.50	\$ 1.75	\$ 1.75	\$ 2.00	\$ 2.25
Incentive Premiums (more than 5 yrs)	\$ 1.20	\$ 1.20	\$ 1.20	\$ 1.20	\$ 1.20

*\* Potential Incentive Premiums are dependant upon years of service and eligibility.*

## APPENDIX "A"

### WAGES:

#### **Full-Time Utility**

	<b>July 1 2008</b>	<b>July 1 2009</b>	<b>July 1, 2010</b>	<b>July 1, 2011</b>	<b>July 1, 2012</b>
Hire Rate	\$ 10.00	\$ 10.20	\$ 10.41	\$ 10.56	\$ 10.72
After Red Pass	\$ 10.25	\$ 10.45	\$ 10.66	\$ 10.81	\$ 10.97
After Probation	\$ 10.50	\$ 10.70	\$ 10.91	\$ 11.06	\$ 11.22
Upon Completion of 1 Year	\$ 10.75	\$ 10.95	\$ 11.16	\$ 11.56	\$ 11.72
Upon Completion of 3 Years	\$ 11.00	\$ 11.20	\$ 11.41	\$ 11.81	\$ 11.97
Upon Completion of 5 Years	\$ 11.50	\$ 11.95	\$ 12.16	\$ 12.81	\$ 13.22
Upon Completion of 10 Years	N/A	N/A	N/A	\$ 13.06	\$ 13.47
Incentive Premiums (less than 5 yrs)	\$ 2.00	\$ 2.25	\$ 2.25	\$ 2.50	\$ 2.75
Incentive Premiums (more than 5 yrs)	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80

*\* Potential Incentive Premiums are dependant upon years of service and eligibility.*

## APPENDIX "A"

Wages: Facility

### Automotive Maintenance Certificate Premium:

Automotive Maintenance Certificate Holder;

A Facility person who can evidence they have successfully completed training in automotive repair and possess a certificate acceptable to the company, will receive a premium of one dollar (\$1.00) for all hours worked.

Automotive Maintenance Apprentice - Completed First Year;

A Facility person who can evidence they have successfully completed one (1) year of an automotive maintenance apprenticeship program which is acceptable to the company, will receive a premium of twenty-five cents (\$0.25) for all hours worked.

Automotive Maintenance Apprentice - Completed Second Year;

A Facility person who can evidence they have successfully completed two (2) years of an automotive maintenance apprenticeship program which is acceptable to the company, will receive a premium of fifty cents (\$0.50) for all hours worked.

Automotive Maintenance Apprentice - Completed Third Year;

A Facility person who can evidence they have successfully completed three (3) years of an automotive maintenance apprenticeship program which is acceptable to the company, will receive a premium of seventy-five cents (\$0.75) for all hours worked.

It must be noted the Company is not able to provide any guarantee that appropriately certified automotive mechanics will be on staff to allow an automotive apprenticeship program to be conducted at our facility.

## APPENDIX "A"

Wages: Facility

### Heavy Duty Certificate Premium:

Heavy Duty Maintenance Certificate Holder;

A Facility person who can evidence they have successfully completed training in heavy duty maintenance and possess a certificate acceptable to the company, will receive a premium of one dollar and fifty cents (\$1.50) for all hours worked.

Heavy Duty Maintenance Apprentice - Completed First Year;

A Facility person who can evidence they have successfully completed one (1) year of a heavy duty maintenance apprenticeship program which is acceptable to the company, will receive a premium of fifty cents (\$0.50) for all hours worked.

Heavy Duty Repair Maintenance Apprentice- Completed Second Year;

A Facility person who can evidence they have successfully completed two (2) years of a heavy duty maintenance apprenticeship program which is acceptable to the company, will receive a premium of seventy-five cents (\$0.75) for all hours worked.

Heavy Duty Maintenance Apprentice - Completed Third Year;

A Facility person who can evidence they have successfully completed three (3) years of a heavy duty maintenance apprenticeship program which is acceptable to the company, will receive a premium of one dollar and twenty-five cents (\$1.25) for all hours worked.

It must be noted the Company is not able to provide any guarantee that appropriately certified heavy duty mechanics will be on staff to allow an automotive apprenticeship program to be conducted at our facility.

## **APPENDIX “A”** (continued)

### **Utility Class**

Utility personnel will be utilized to perform tank farm painting, grounds keeping, truck loading, receiving fuel, courier service, parts pickup, janitorial, cleaning hydrant pits, etc. and will not be used for technical or aircraft refueling duties.

### **Utility: Air Brake Endorsement Requirement;**

If the company requires any member of the utility staff to utilize an Air Brake Endorsement during the course of their daily duties, the Company will add an additional twenty-five cents (\$0.25) per hour to the base rate of any such utility employee that produces a valid provincial air brake endorsement.

### **Retirement Savings:**

Effective July 1, 2010, the company shall offer to all employees that have completed at least one (1) year of service; the opportunity to participate in a Registered Retirement Savings Program (RRSP). Participation in said Program is voluntary. Employees can invest, by payroll deduction, in the RRSP program as outlined by the Company. For each one dollar (\$1.00) invested by the employee, the Company will deposit fifty cents (\$0.50) into the employee's account. The Company's maximum annual contribution match will be five hundred dollars (\$500.00). Enrollment in said program can only be accomplished on the first day of a calendar month, and will begin prospectively once an enrollment form is received by the Company.

## APPENDIX “B” - INCENTIVE PREMIUMS

- 1) Incentive Premium accrual period will be from January 1<sup>st</sup> to December 31<sup>st</sup> (inclusive) of each year.
- 2) Payment of Incentive Premiums will commence May 1<sup>st</sup> of the following year.
- 3) Timing allows four months to reconcile each employees position, review entitlements with each employee, perform a secondary review at corporate office and implement applicable rate changes to the payroll system.
- 4) Each category provides an entitlements as follow

### Fuellers (Less than 5 years of service completed)

Year	Amount Per Category	Number of Categories	Potential Total (3 years)
July 1 2008	\$ 0.167	5 / Yr	\$ 2.50
July 1 2009 & 2010	\$ 0.183	5 / Yr	\$ 2.75
July 1, 2011	\$ 0.200	5 / Yr	\$ 3.00
July 1, 2012	\$ 0.217	5 / Yr	\$ 3.25

### Fuellers (Upon completion of 5 yrs of service)

July 1 2008 thru June 30, 2013	\$ 0.100	5 / Yr	\$ 1.50
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### Facility (Less than 5 years of service completed)

Year	Amount Per Category	Number of Categories	Potential Total (3 Years)
July 1 2008	\$ 0.125	4 / Yr	\$ 1.50
July 1 2009 & July 1, 2010	\$ 0.146	4 / Yr	\$ 1.75
July 1, 2011	\$ 0.167	4 / Yr	\$ 2.00
July 1, 2012	\$ 0.188	4 / Yr	\$ 2.25

### Facility (Upon completion of 5 yrs of service)

July 1 2008 thru June 30, 2013	\$ 0.10	4 / Yr	\$ 1.20
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## **APPENDIX “B” - INCENTIVE PREMIUMS** (continued)

### **Utility** (Less than 5 years of service completed)

Year	Amount Per Category	Number of Categories	Potential Total (3 Years)
July 1, 2008	\$ 0.167	4 / Yr	\$ 2.00
July 1, 2009 & 2010	\$ 0.188	4 / Yr	\$ 2.25
July 1, 2011	\$ 0.208	4 / Yr	\$ 2.50
July 1, 2012	\$ 0.229	4 / Yr	\$ 2.75

### **Utility** (Upon completion of 5 yrs of service)

July 1, 2008 thru June 30, 2013	\$ 0.150	4 / Yr	\$ 1.80
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Full entitlement is based on the preceding three (3) fiscal years. Effectively provides employee's with a total potential premium entitlement ranging between \$3.25 and \$1.20 (dependant upon classification/years of service) per hour to be paid for each regular hour worked in the next twelve months commencing May 1<sup>st</sup>.

- 5) Eligibility for the Incentive Premiums will be based on 0-1040 and 1041 - 2080 hours worked per year. (IE - 0 to 1040 hours worked provides 50% of the Incentive Premium eligibility. 1041 to 2080 hours worked provides 100% of the Incentive Premium eligibility.)

## **APPENDIX “B” - INCENTIVE PREMIUMS** (continued)

### Categories

Incentive Premiums will be deducted for incidents attributable to the employee in the following categories;

- a) Accidents: (Where after investigation, the fault is attributable to an employee)
  - i. Any accident involving an aircraft regardless of repair costs
  - ii. Any vehicle accident with repair costs in excess of \$750.00
  - iii. Cumulative accidents with repair costs exceeding \$750.00 (IE - 2 accidents valued at \$300.00 each and one accident valued at \$151.00)
- b) Spills: (Where after investigation, fault is attributable to an employee)
  - i. Gasoline, Diesel - Any human error spill which exceeds two and one-half (2.5) feet in any direction, or, in excess of two(2) litres, or, which enters any form of drain, or, has the potential of causing environmental damage.
  - ii. Jet Fuel - Any human error spill which exceeds five (5) feet in any direction, or, in excess of twenty-five (25) litres, or, which enters any form of drain, or, has the potential of causing environmental damage).
  - iii. Hazardous Shop Materials - (Oils, AIA, Glycol, Antifreeze, Battery Acid, etc.) Any human error spill which exceeds two (2) feet in any direction, or, in excess of two(2) litres, or, which enters any form of drain, or, has the potential of causing environmental damage.
- c) Delays: Any human error delay regardless of time involved, where after investigation, fault is attributable to an employee.
- d) Tardiness:
  - i. Any accumulation of four late's (or multiples of four late's) per year.
  - ii. Being late for reasons of extreme weather conditions will be reviewed on a case by case basis to determine whether they should apply.
- e) Disciplinary Actions
  - i. Disciplinary actions related to Accidents, Spills, Delays, Tardiness are excluded from this category to prevent the employees being deducted twice for the same incident.

## **APPENDIX “B” - INCENTIVE PREMIUMS** (continued)

### Categories (continued)

Note: Deductions will be based on a per occurrence basis with the exception of;

- a. Vehicle accidents under \$750.00 which requires an accumulation in excess of the \$750.00 limit.
- b. Tardiness which allows four late's in any given fiscal year.
- c. Individual infractions. (Discipline actions commence, on minor offences, with an accumulation of 3 infractions i.e. not wiping nozzles)

### Examples:

- 1) At January 1<sup>st</sup>, 2008, an employee has worked for three years without incident in any of the categories. They are therefore entitled to the full amount of \$2.50 Incentive Premium for each regular hour worked effective May 1<sup>st</sup>, 2008.

In the subsequent accrual year (2008) they incur one delay. Their Incentive premium entitlement will be reduced by sixteen point seven cents (\$0.167) to \$2.333 Incentive Premium for each regular hour worked effective May 1<sup>st</sup>, 2009.

- 2) At January 1<sup>st</sup>, 2008, an employee has worked for one year (2007) without incident in any of the categories. They are therefore entitled to the amount of \$0.833 Incentive Premium for each regular hour worked effective May 1<sup>st</sup>, 2008.

In the subsequent accrual year (2008) they incur two delays. Their Incentive premium entitlement will be reduced by thirty-three point 4 cents (\$0.334) and they will receive \$1.33 Incentive Premium for each regular hour worked effective May 1<sup>st</sup>, 2009.

Incentive Categories are applicable to the employee classifications as follows:

	<u>Facility</u>	<u>Fuel</u>	<u>Utility</u>
Accidents	Yes	Yes	Yes
Spills	Yes	Yes	Yes
Delays	No	Yes	No
Disciplinary	Yes	Yes	Yes
Tardiness	Yes	Yes	Yes

## **APPENDIX “C” - EXTENDED HOURS OF WORK**

The following shall apply only to those employees working extended hours and shall replace the equivalent clauses in the main body of this agreement for such employees.

### **Article 15:01**

The work week for all Full-time Employees covered by this Agreement who elect to work extended hours, shall be four (4) consecutive days of ten (10) hours duration each, with three (3) consecutive days off. Such work week for all Full-time Employees who elect to work these extended hours shall be based on forty (40) hours pay per week and ten (10) straight hours per day inclusive of a thirty (30) minute lunch period.

### **Article 15:01 (a)**

When a Full-Time Employee who elects to work extended hours reports for duty on their regular scheduled work day they shall be guaranteed a minimum of ten (10) hours work and/or pay from their regular scheduled starting time unless the employee leaves on their own volition.

### **Article 15:03**

The meal break for employees working extended hours shall not commence before four (4) hours from the employees starting time or commence later than six and one half (6 1/2) hours from the employees starting time. In the event an Employee has been assigned a lunch period and it is interrupted, the Company agrees to use its best efforts to grant a thirty (30) minute lunch or portion thereof if operations permit. Employees not receiving a meal period within the specified times will receive one half (1/2) hour at time and one-half (1-1/2) their base rate.

### **Article 16:02 (a)**

All time worked immediately prior to and/or immediately following the employee's regular established shift for that employee working extended hours which is in excess of ten (10) hours per day shall be considered overtime and paid at the established overtime rate of time and one-half (x 1 1/2) the base rate of par for all overtime hours worked.

### **Article 16:02 (c)**

An employee on an extended hours shift working overtime in excess of two (2) hours shall be allowed a thirty (30) minute period with pay, at the overtime rate, between the twelfth (12th) and the fourteenth (14th) hours for lunch.

## **APPENDIX “C” - EXTENDED HOURS OF WORK** (continued)

### Article 17:00 (d)

Employees are eligible for a General Holiday provided that the employee is entitled to wages for at least twelve (12) days during the thirty (30) calendar days immediately proceeding the General Holiday.

### Article 18:04 (a)

A Full-time Employee working extended hours, having attained seniority, who is required to perform Jury Service or Jury Duty on a day on which they would normally have been scheduled to work, will be reimbursed by the Company for the difference between the pay received for Jury Service or Jury Duty and their straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of ten (10) per day or forty (40) per week, less pay received for Jury Service or Jury Duty. The employees will be required to furnish proof of Jury Service and Jury Duty pay received.

### Article 18:04 (b)

A Part-time Employee having attained seniority who is required to perform Jury Service or Jury Duty on a day on which they would normally have been scheduled to work, will be reimbursed by the Company for the difference between the pay received for Jury Service or Jury Duty and their average daily earnings based on the previous three (3) month period of regular straight time hours. It is understood that such reimbursement shall not be for hours in excess of ten (10) per day or forty (40) per week, less pay received for Jury Service or Jury Duty. The employees will be required to furnish proof of Jury Service and Jury Duty pay received.

Further, should an employee be summoned as a witness to event(s) which occurred while said employee was performing duties on behalf of the Company, the Company shall continue to pay the employee for regularly scheduled hours during such absence. Provided however that all sums received by the employee by way of payment for attending as a witness shall be payable to the Company, to the end that no employee shall receive both their regular applicable rate from the Company and payment from other sources for the same period of time.

### Article 19:02

Vacations will be granted on the basis of calendar years of service with the Company. A calendar year shall be from January 1 to December 31 of each year.

### Article 19:02 (c)

In the first year of employment, employees on extended hours will be credited with eight hours of vacation for each month of employment to a maximum of eighty (80) hours during that calendar year, such vacation to be taken in the calendar year following the commencement of employment. Vacation pay will be four (4) percent of the gross wages paid that employee in the portion of the year worked.

## APPENDIX "D" - TOOL LISTING

1/4" DRIVER SOCKETS .....	(& METRIC)
1/8", 5/32", 3/16", 7/32", 1/4", 9/32", 5/16", 11/32", 3/8", 7/16" .....	
includes Drive Ratchet, 2 extensions, U-joint, and handle driver	
3/8" DRIVE SOCKETS .....	(& METRIC)
3/8*, 7/16*, 1/2*, 19/32, [5/8*], 11/16, 3/4, [13/16] .....	
includes Drive Ratchet, 3 extensions and U-joint.	
1/2" DRIVE SOCKETS .....	(& METRIC)
7/16, 1/2, 9/16, 11/16*, 3/4*, 25/32, 13/16*, 7/8*, 15/16*, 1"* .....	
includes Drive Ratchet, 3 extensions, and U-joint	
HEX DRIVER, SOCKETS	
1/8, 5/32, 3/16, 7/32, 1/4, 5/16, 3/8, 1/2 .....	
COMBINATION WRENCHES	
1/8, 11/32, 5/8, 5/32, 3/8, 11/16, 3/16, 7/16, 3/4, 7/32	
1/2, 25/32, 1/4, 9/16, 13/16, 9/32, 7/8, 5/16, 1"	
1-1/16", 1-1/8", 1-1/4" .....	
6" & 10" ADJUSTABLE WRENCH .....	
1/2 LB. & 1 LB. BALLPEIN HAMMER .....	
10 PC. SCREWDRIVER SET	
3 ROBERTSON'S	
4 ROUND SHANK	
1/4 x 4, 3/8 x 8, 5/16 c 6, 3/8 c 10	
3 PHILLIPS	
3/16 x 3, 5/16 x 6, 1/4 x 4 .....	
CHISELS	
5/16" CUT, 3/4" CUT, 1/2" CUT .....	
PUNCHES	
1/8" TIP, 3/16" TIP, 1/4" TIP, 5/32" TIP, 1/2" HEX .....	
PLIERS .....	
VISE-GRIPS .....	
WIRE STRIPPERS .....	
COMBINATION SNAP RING .....	
8" COMBINATION SLIP JOINT .....	
20" TONGUE AND GROOVE .....	
8" LINESMAN'S .....	
7" H. D. DIAGONAL CUTTER .....	
6" CHAIN NOSE W/CUTTER .....	
HEX KEY SET, 13 KEYS	

**APPENDIX “D” - TOOL LISTING** (continued)

TORX DRIVE SET .....  
TROUBLE LIGHT .....  
O-RING PICK .....  
8" PIPE WRENCH .....  
12" PIPE WRENCH .....  
FEELER GAUGE SETS - IGNITION .....  
    - GENERAL .....  
TESTER LIGHT .....  
TOOL BOX (DRAWERED) .....

- \* - indicates standard and deep sockets
- [ ] - indicates spark plug socket

## **APPENDIX “E” - TERMS OF REFERENCE**

### **PLH Aviation Services Environment, Health and Safety Committee Terms of Reference**

- The Terms of Reference (TOR) shall be available at each meeting, posted with the monthly minutes, and located in the Workplace Committee Binder.
- The Committee shall meet at least once a month or as required as a result of emergency or special circumstances.
- The Committee shall consist of four members (2 members from management and 2 union members that do not exercise managerial functions). A list of Committee members and their job description shall be posted and copied in the Committee Binder.
- There must be two chairmen (co-chairs), one from management and one from non-management.
- Each meeting will have a designated chairman. The chair of the meeting shall alternate between one management and one non-management co-chair monthly. The minutes must reflect who chaired the meeting.
- Alternate employees may attend the meeting if a regular Committee member is unavailable.
- Alternate co-chair's may attend the meeting if a Committee co-chair member is unavailable. A list of alternate potential co-chair members is to be posted along with the list of regular Committee members. The alternate contacted must be either management or non-management, the same as the absent member and approved by both co-chairs.
- If a member resigns or ceases to be involved in Committee functions the vacancy is to be filled as soon as possible, not exceeding thirty days after the next regularly scheduled Committee meeting.
- Subject to the approval of both co-chairs, visitors (employees, contractors, government, etc.) are allowed to attend meetings and make presentations, engage in discussions, etc.. Visitors are not allowed to vote.
- The chair of the meeting shall be responsible for ensuring old business items are reviewed and new business items are brought forward for discussion. The chair shall also ensure the items presented to the Committee for discussion are environment, health or safety related.
- The co-chair representing management shall ensure the meeting minutes are produced within a reasonable time, approved and signed by both co-chairs, posted in a conspicuous location to the attention of all employees for at least 30 days, and copies are submitted to Corporate office.
- Minutes must be documented in the same format approved by Corporate office.
- Issues that are not closed immediately shall be reviewed at subsequent meetings and action shall be taken to resolve the issue as soon as possible. Documentation must be presented in the minutes to close an item.
- All items should be addressed and closed within a reasonable time period, unless written explanation as to why the item has not been closed is presented.
- Items are to be prioritized by the Manager as High - Medium - Low.

## **APPENDIX “E” - TERMS OF REFERENCE** (continued)

- The process for accepting Environment, Health or Safety concerns will include; verbal and written submissions by interested parties which will be reviewed by the Committee and entered into the minutes if applicable.
- Signed original meeting minutes shall remain filed on site for two (2) years, after which time they may be sent to storage facilities however, should be kept indefinitely.
- Once the minutes have been issued, they shall not be amended. Further information or clarification shall be addressed in memo format which refers to the meeting minute item number and is signed by both co-chairs. The memo shall be posted with the monthly minutes for thirty (30) days and a copy shall be submitted to Corporate office.
- A Workplace Committee Binder shall be used which contains a copy of the notes on Meeting Minutes (using the Monthly Meeting Minutes Template sheets), the draft sample of the meeting minutes, each months minutes for the year, any other information pertinent to EH&S issues, and applicable excerpts from the *Canada Labor Code* for reference.
- The binder shall also maintain records of work accidents, injuries and health hazards related to the health and safety of employees and regularly monitor data relating to those accidents, injuries, and hazards.
- Decisions are to be made based on a voting process where all Committee members will vote. Consensus is required for an official Workplace Committee recommendation.
- The Committee shall participate in the implementation and monitoring of programs for the prevention of hazards in the work place, as well as ensure employees are educated in environment, health and safety matters. It shall also participate in all inquiries, investigations, studies and inspections pertaining to the health and safety of employees.
- At least two members of the Committee (one management / one non-management member) will inspect various environment, health and safety components of the facility monthly and report the findings at the next months meeting, which will subsequently be included in the monthly minutes. The entire facility shall be inspected at least once annually, which may be conducted through a series of smaller inspections.
- Two members of the Committee (one management / one non-management member) will conduct/assist in accident investigations as required and report findings to the manager as well as the Committee at subsequent meetings. Individuals will be determined by the Committee and names posted.
- Committee will assist in Right to Refuse Dangerous Work or Internal Complaint Resolution Process procedures as required.
- Annual Report - the management co-chair shall fill out the Annual Safety and Health Committee Report as required by HRDC for activities during the 12 month period ending December 31 of the preceding year, signed by both co-chairs, and submit it to Corporate Office by February 10 of each year. Corporate Office will provide a copy to HRDC by March 1 and a copy of the submitted report shall be sent to the station to be posted in a conspicuous location for two months.

## **LETTER OF UNDERSTANDING #1**

### **Potential Class 3 Drivers License Upgrades**

It is understood and agreed between the parties that;

- a) should it become a requirement in the future by the Airport Authorities at the YQM or YYG airports for existing fueling and facility personal at such locations, to possess valid Provincial Class 3 Drivers Licenses, the Company at no cost to the existing employees at these locations, agrees to provide medical examinations and initial training to assist such existing employees to take the Provincial Class 3 drivers test.
- b) in the event that any such existing employee should fail to pass the applicable Medical Examination and is deemed to be unfit to procure a Class 3 Drivers License, the Company and the Union agree to meet to determine whether said employee may be accommodated at the work place and whether or not any undue hardship will be experienced by any of the parties concerned.
- c) failure of an employee to pass the Provincial Class 3 Drivers Test will require the employee to take additional training, at the employee's cost until they possess the applicable Provincial Class 3 Drivers License.

## **LETTER OF UNDERSTANDING #2**

Re: Part Time Employee Call Backs

It is understood and agreed between the parties that;

- a) Article 16:05 which states, “*When Full-Time employees report for duty on a call back basis inconsistent with their regular scheduled work day of shift they shall be guaranteed a minimum of four (4) hours work at applicable rates of pay. After completion of the duty they were called in for, they may book off with a minimum of two (2) hours pay at the applicable rates of pay with consent of the supervisor.*” shall apply to all employees covered by the existing collective agreement, including Full-Time, Full-Time / Part-Time and Part-Time.
- b) This only applies to employees working on a call back basis inconsistent with their regular scheduled shift.

## **LETTER OF UNDERSTANDING #3**

### **Licensing for New Employees**

If the Company requires a class 3 license, the company is prepared to assist our newly hired employees with obtaining same based on the following;

- 1) The employee will seek training required to successfully obtain a class 3 license complete with an airbrake endorsement
- 2) Prior to commencing such training, the employee will provide a written quote of the estimated costs to the Company and obtain agreement to proceed.
- 3) The Company agrees to reimburse the employee for 75% of costs to a maximum \$1,000.<sup>00</sup> attributed to the training for a class 3 license.
- 4) Reimbursements shall be made in 12 equal monthly installments which will commence in the month immediately following the employee providing a copy of the final training costs as well as their government issued class 3 license.
- 5) All reimbursements will be in the form of a separate cheque payable on the 15<sup>th</sup> of each applicable month until such time as reimbursement is complete.
- 6) Should the employee resign or be dismissed for cause, he/she will receive no further reimbursements for any remaining balance left owing.
- 7) In the event the employee obtains a loan, PLH Aviation Services Inc. shall not be considered a "Co-signer" for the individual, they must obtain the loan on their own personal credit history.
- 8) Although the maximum contribution on behalf of PLH remains at \$1,000.00, the onus of 25% of the training costs will be placed on each employee. For example, if the license costs \$1,000.<sup>00</sup>, we will reimburse the employee \$750.<sup>00</sup>. Should the license cost \$800.<sup>00</sup>, PLH will reimburse the employee to a maximum of \$600.<sup>00</sup>.