

COLLECTIVE AGREEMENT

Between

Servisair Inc.

(herein after referred to as the Company)



and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

District Lodge 140

Local Lodge 714 Winnipeg

(herein after referred to as the Union)



May 1, 2008 to April 30, 2013

Winnipeg International Airport

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ARTICLE 1.00: PURPOSE

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 of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2.00: RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for its hourly rated deicers and mechanics employed at Winnipeg International Airport, except Supervisory, Pad Coordinators and administrative employees in addition to the Certification issued by the Canada Industrial Relations Board.

2.02 Employees who are not members of the bargaining unit covered by this Collective Agreement shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the Agreement.

Work covered by this Collective Agreement may be performed by salaried employees (called staff) for instructional purposes or in cases of unforeseen non-recurring operating emergencies of a short duration and provided there is no displacement of personnel covered by this Agreement. Prior to a Supervisor performing any bargaining unit work, they will discuss the reasons for and the necessity of with the Shop Steward.

ARTICLE 3.00: RIGHTS OF MANAGEMENT

3.01 The Union acknowledges that it is the exclusive function of the Company:

- (a)** to maintain order, discipline and efficiency, and
- (b)** to hire, classify, direct, transfer, promote, demote, lay off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
- (c)** To operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this agreement. The Company agrees to give written notice at least seven (7) days before it intends to make any change in rules and regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union at the time of the notice.

- (d) the foregoing statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company.

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3.02 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

3.03 Non-Exercise of Rights, Power or Authority

The Company by not exercising, during the term of this Agreement, any rights, power, authority and function hereby reserved to it, or its exercising of any such function in a particular way, shall not be deemed a waiver of its right to exercise such a function, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4.00: UNION DUES AND UNION MEMBERSHIP

4.01 The parties hereto agree that all employees covered by this Agreement shall become members of, and maintain membership in good standing, in the Union as a condition of employment.

4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

4.03 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment.

4.04 The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.

The Company agrees to deduct authorized initiation/ reinstatement fees from employees as authorized.

The Company agrees to remit monthly to the Union, the dues and initiation/reinstatement fees that are deducted by not later than the twentieth (20th) day of the following month.

- 4.05** The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the money so deducted shall be sent.
- 4.06** If the wages of an employee payable on the payroll for any 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 Employer in such month. The Employer shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 4.07.1** The Company agrees to provide the IAM&AW District Lodge 140, on a quarterly basis, with the names, and addresses of the employees in the bargaining unit. These shall be mailed, or faxed to the Union office in Richmond.
- 4.08** Payroll deductions required by Law, deductions of money due or owing to the Company and deductions for Group Insurance, shall take precedence over deductions of Union Dues where the wages payable are insufficient to permit the deductions of Union Dues.

ARTICLE 5.00: STRIKES AND LOCK-OUTS

- 5.01** Strikes – It is hereby agreed that it is the intention of parties hereto to prohibit strikes in any form, for any reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes.

In addition, during the term of the Collective Agreement or negotiation for its renewal, there shall be no lock-outs by the Company.

ARTICLE 6.00: NO DISCRIMINATION

- 6.01** The Union, and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02** No employee shall be discriminated against by the Company nor suffer any loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.
- 6.03** Where the word "he" is used in this Collective Agreement, it also means "she".
- 6.04** The company agrees to abide by the Canada Labour Code in all matters of personal and sexual harassment.

ARTICLE 7.00: SPECIFIC PERFORMANCE

- 7.01** 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 any further waiver or for the enforcement of any further breach.
- 7.02** It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

ARTICLE 8.00: UNION REPRESENTATION AND SAFETY

- 8.01** The Union shall name a Chief Shop Steward and a Shop Steward that shall attend any meeting between the Union and Management.
- 8.02** Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Chief Shop Steward and the Shop Steward who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed.

Only the Chief Shop Steward, Shop Steward, a General Chairperson and/or an International Officer of the Union shall be present at meetings with the Company. All time in meetings shall be paid at regular time.

- 8.03 (a)**
- (b)** The Company and Union agree that the Chief Shop Steward and a worker will also participate as the Health and Safety Committee with one manager.
- (c)** Employees injured at work who are not able, will not be required to make accident reports before they are given medical attention, but will make them as soon as possible thereafter. Transportation, as recommended by the First Aid Attendant or as required by the employee, will be provided by the Company to and from a doctor or hospital, if medical care required.
- 8.04** The Company recognizes that the necessity for performance by the Chief Steward and the Shop Steward of the functions provided by Article 9.00 hereof for settlement of a complaint or grievance, can occasionally arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

- 8.05** The Chief Shop Steward or Shop Steward shall perform the functions herein provided in such a manner as to promote good order and shop discipline and with the least possible interference with the regular duties of his employment. The Chief Shop Steward or Shop Steward shall be allowed up to one (1) hour per month paid by the Company to meet at a time convenient to the Steward and the Company.
- 8.06** The Union Negotiating Committee shall be granted two (2) days off work, with pay, necessary to draft proposals and unlimited time off, with pay, while negotiating with the Company for a new Collective Agreement. The Negotiating Committee shall consist of two (2) employees and the Chief Shop Steward whose names are to be submitted to the Company in writing.

ARTICLE 9.00: COMPLAINTS, GRIEVANCES AND DISPUTES

9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it with the Union and his immediate Supervisor (First Step grievance procedure hereunder) within seven (7) calendar days of becoming aware of the cause of complaint or right to grieve shall be deemed waived. If, during any step of the grievance procedure it is required by either party that witnesses attend as an aid in settling the grievance, they may be requested to attend.

9.02 Discipline and Dismissal

Prior to any suspension or dismissal, except in the case of physical violence or immediate safety hazard, the Company agrees to meet with the Union and discuss the matter.

Within three (3) working days, the Union shall be notified in writing of any suspension or dismissal as well as the Company's reasons for same.

9.03 Any employee who has been suspended or dismissed, will be given an opportunity to have a private interview with the Chief Shop Steward or Shop Steward at a place designated by the Union.

9.04 An employee who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the Grievance Procedure provided by Article 9.03 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) calendar days after the separation of employment or aforesaid disciplinary action.

9.05 The Company agrees that after a grievance has been initiated by the Union, the

Company's representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly, or indirectly with the aggrieved employee without consent of the Union Representative.

9.06 Grievance Procedure – Second Step

Should an employee not receive satisfaction from his Supervisor in regard to a complaint made pursuant to Section 9.02 hereof, within five (5) calendar days, he may state his grievance in writing on the appropriate form and the Chief Shop Steward or Shop Steward shall present it to the Manager of Operations or his designated representative. The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested. Within five (5) calendar days thereafter or within such longer period as may be agreed, the Chief Steward or his designee shall meet with the Manager of Operations or his designee to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the Manager of Operations or his designee shall deliver to the Union his answer in writing.

9.07 Grievance Procedure – Third Step

Should the Union consider that a just settlement has not been found, it may present the grievance to the Regional Human Resources Director within fourteen (14) calendar days after the date of the decision rendered in the Second Step. Within fourteen (14) calendar days a meeting or conference call to discuss the grievance at 3rd step shall be arranged between the RHRD or, designee and the General Chairman and the Chief Shop Steward or Shop Steward.. Within fourteen (14) calendar days thereafter, the RHRD shall present the Company's final decision in writing to the Union.

9.08 The parties may waive any step in this procedure and/or extend the time limits by written agreement which will not be unreasonably withheld by either party. The extension must be for a fixed time. Should either party exceed the time limits set out in this Article or fail to request an extension of the time limits in writing, within the time limits, the party exceeding the time limits must concede the grievance.

9.09 Unsettled Disputes

Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within twenty-one (21) calendar days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

9.10 Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.

ARTICLE 10.00: ARBITRATION

10.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.

10.02 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 Section 8.02 and Article 9.00 hereof.

10.03 Within ten (10) working days after notice of intent to arbitrate has been given, as provided in Clause 9.10 hereof, the Company and the Union shall name an arbitrator from the following list:

Martin Freeman
Reeh Taylor
Jack Chapman
Wally Fox Decent

10.04 The Arbitrator to hear each case will be the person whose name follows that of the person on the list who heard the previous case.

10.05 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.

10.06 The proceedings of the arbitration shall be expedited or single format as mutually agreed by the parties; it is understood and agreed that in the event mutual agreement is not obtained, then the single format will apply.

Process as follows:

Single: Standard formal arbitration as directed by the arbitrator.

Expedited:

1. Hearings will be in Winnipeg at locations agreed to by the parties, unless mutually agreed otherwise.

2. Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (i.e. not outside representatives such as lawyers).
- 3 All presentations are to be short and concise with:
 - (i) comprehensive opening statement dealing with the facts and provisions of the collective agreement upon which reliance is placed..
 - (ii) limited use of precedential authorities.
 - (iii) parties endeavouring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.
4. Decisions will be:
 - (i) rendered verbally to parties within three (3) working days of hearing.
 - (ii) confirmed in writing within two (2) calendar weeks of hearing.
 - (iii) the written decision shall set forth a brief explanation of the facts and the terms of the agreement and/or law, relied upon for the decision.
 - (iv) without precedent or prejudice to future proceedings unless otherwise agreed by the parties.
 - (v) binding on both parties.
 - (vi) consistent with the terms of the agreement.
5. Fees and expenses of the arbitrators shall be shared equally by the parties.

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.

1. A brief of pertinent documents will be jointly presented to the Chairperson.
2. If possible a statement of agreed to facts will be jointly presented to the Chairperson.
3. Responses to opening statements will cover any facts, which are in dispute and any additional facts available.

4. The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
5. Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the chairperson.
6. Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
7. Arguments will be presented only to points in issue.
8. Mediation of the issue by the chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

ARTICLE 11.00: PROBATION

11.01 The first sixty-five (65) working days of employment excluding any sickness and absences shall be a probationary period during which the Company may assess whether an employee is suitable to be retained and, if so, where in the company's operations he may best be employed. Where in the opinion of the Company a probationary employee is determined as not suitable, such determination shall not constitute a difference between the parties for the purposes of arbitration. The company must supply the Union with just cause.

Note: Absence will not apply as probationary time and the probation shall be extended accordingly.

11.02 A probationary employee will not have seniority. When probation has been successfully completed, seniority will be counted from the initial date of hire.

ARTICLE 12.00: SENIORITY

12.01 Definition: Seniority is defined as an employee's period of continuous service within the bargaining unit with the Company, measured from the most recent date of hire or rehire. Continuous employment shall mean without a break in employment except for vacation, general holidays, authorized leave of absence and apprentice training at trade school.

12.02 Use of Seniority: Seniority shall be used to determine the relative rights of employees within an occupational group as expressly set forth in this Agreement. Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the Company nor to the continuation of any

particular job classification or arrangement of duties within any job classification at the Company.

12.03 Application of Seniority: Seniority shall be used to determine the assignment of the work force, (as per shift picks and vacancy replacement process procedures, mutually agreed by both parties and providing there is an equitable distribution of expertise to meet contractual commitments) and to determine the order of layoffs and recalls, both subject to qualifications and ability. "Qualifications" as used in this Article means possession of the required training, education, skill, experience, language qualifications and know how to perform all of the work required by the job. "Ability" as used in this Article means possession of the required level of physical fitness, strength, co-ordination and stamina to perform all of the work required by the job.

12.04 Layoff and Recalls: The Company has the right to layoff employees to the extent it determines to be necessary. In the event of a layoff, the Company shall discuss with the Shop Steward Committee the procedure to be followed in the layoff including the order of those to be laid off. Failing agreement the employees hired last shall be laid off first providing the senior employees who remain possess relatively equal qualifications and ability; where contested the onus shall be on the Company to establish that the junior employee has qualifications and ability superior to the senior employee.

Recalls for such layoffs shall be in the order of seniority providing the senior employees possess the necessary qualifications and ability to perform the work required.

12.05 Termination of Seniority

Employee status and seniority shall both terminate when:

- (a) an employee voluntarily terminates his employment;
- (b) an employee is discharged for cause;
- (c) an employee has been on layoff for twenty-four (24) consecutive months;
- (d) If within three (3) days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work. Such notice to be certified mail return receipt requested to employee's last known address with the Company;

Note: For the purpose of this Article the term "days" shall mean calendar days excluding weekends and statutory holidays.

- (e) an employee fails to report for work at termination of leave of absence;
- (f) an employee retires;
- (g) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

12.06 The Company will post seniority lists at six (6) month intervals on the first of January and July and will provide the Union office and the Chief Steward with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

12.07 (a) Should an employee, full time or part time, be permanently transferred from one occupational group to another occupational group, his seniority shall continue to pertain to his old group for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall pertain to his new group.

(b) Employees who accept transfers to positions outside the bargaining unit shall retain seniority accumulated at the date of such transfer and shall have the lesser of 45 working days in a calendar year or their seniority in which to return to their former occupational group in the bargaining unit. An employee who transfers back into the bargaining unit after this time will forfeit all bargaining unit seniority. Such assignments will be in writing copied to the Union.

12.08 For seniority purposes, Lead Hand is not a separate occupational group and for all purposes to which seniority applies, the employee will use his bargaining unit seniority with the Company.

12.09 Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on that day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number drawn will be the most senior for that date; the next highest number will be the second most senior; etc. This draw will be done right after hiring during training with all involved employees. There will be a Shop Steward present.

ARTICLE 13.00: LAY-OFF AND RECALL

- 13.01** Should cause such as fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off according to Article 12.04 with twenty-four (24) hours notice from the commencement of the work stoppage. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.
- 13.02** The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) calendar days notice of any lay-off, except in the case of lay-off as defined in 13.01.
- 13.03** Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 13.04** If within ten (10) calendar days of mailing notice of recall, an employee shall have failed to notify the Company that he/she intends to return to work or has failed to satisfy the Company that he/she is unable to return because of accident or illness or other sufficient cause, he/she shall lose all seniority and his/her name shall be removed from the seniority list. Such notice to be by certified mail return receipt requested to employee's last known address with the Company.

Where the employee has satisfied the Company that he/she is unable to return to work because of accident or illness or other sufficient cause, he/she shall be recalled to the next available vacancy in his/her occupational group for which he/she presently has the qualifications and ability at the time he/she is fit to return to work, for the work required. At the time of such recall the employee will resume his/her place on the seniority list.

Displacement Rights

- 13.05** It is agreed that an employee who holds IAM&AW seniority on the credit list in a classification other than the one from which he is being laid off from may exercise that seniority to bump the most junior employee in any classification that he holds seniority in.

ARTICLE 14.00: LEAVE OF ABSENCE

- 14.01** Leave of absence without pay may be granted by the Company upon two (2) weeks written notice except in special circumstances, for a period not less than two (2) weeks and not exceeding thirty (30) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority.
- 14.02 (a)** On request of the Union, the Company shall not unreasonably deny a leave of absence, without pay, to officials of the Union or their delegates for the transaction of Union business provided that such leave of absence shall not exceed an aggregate of twenty (20) days in any calendar year for any such employee, except that leave of absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Trade Union conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of one (1) employee. Request of leave of absence must be submitted in writing two (2) weeks prior to commencement of leave of absence. Leave may not be granted during the de icing season of September 15 to May 30.
- 14.03** On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who, at any time, shall be granted such leave shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence.

ARTICLE 15.00: JOB POSTING

- 15.01** The Company and the Union agree that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned. Where the skill, ability, experience and qualifications are relatively equal, seniority shall govern.
- 15.01a)**When selecting applicants the Company and the Union shall compare employees on the same basis for the same job and provide the Union with the comparison if requested in a dispute.
- 15.02** All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.

15.03 All bargaining unit full-time positions will be offered to those part-time employees that apply in order of seniority.

Employees who are on vacation or sick leave (i.e., STD, Maternity, WCB and MPI etc.) during the posting period will have three (3) calendar days after their return to bid the open position.

The Company agrees to create a job postings book which will be available to all employees upon return to work.

ARTICLE 16.00: POSTING NOTICES

16.01 The Union may post notices concerning the Union meetings and activities on the lockable bulletin board provided by the Company for the Union on the Company premises, subject to Company approval.

ARTICLE 17.00: HOURS OF WORK AND SHIFT ARRANGEMENT

Purpose of Article: Nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.

17.01 (a) A regular full time work week shall consist of forty (40) hours with a ½ hour unpaid meal break or the equivalent. The employees will be scheduled 8.5 hours per day. Part time employee shall not normally work more than thirty-two (32) hours per week. This clause shall not restrict the Company's right to schedule these employees for overtime or vacation relief in a manner to best meet the Company contractual commitments.

The forty (40) hour week can be made up in any of the following rotations:

- Five (5) consecutive days, where possible, nine (9) hour days followed by two (2) days off.
 - Four (4) consecutive ten (10) hour days followed by three (3) days off.
 - Four (4) consecutive where possible twelve (12) hour days followed by four (4) days off.
 - Six (6) consecutive nine (9) hour days followed by three (3) days off.
 - Four (4) consecutive twelve and one-half (12-1/2) hour days followed by three (3) days off followed by three (3) consecutive twelve and one-half (12-1/2) hour days followed by four (4) days off.
- (b)** The company shall discuss with the Chief Shop Steward its decision to alter existing full-time shifts in advance of their implementation when available. Whenever the Company makes up shift schedules, it will

consider alternative shift schedules proposed by the union in response.

It is understood and agreed that the parties will work together to try and make the schedules work to the benefit of both parties.

- (c) An employee who is scheduled to work a full-time working day shall be scheduled where possible to take a meal break starting from the end of the third hour and to finish before the end of the sixth hour of the shift. Employees' shifts longer than the standard eight and one half (8.5) hour shift will have their meal break assigned to commence between the fourth and seventh hour of their shift.
- (d) A part-time employee who is scheduled to work a shift between five (5) hours and seven (7) hours long shall be scheduled to take a fifteen (15) minute paid break starting from the end of the first hour and to finish before the end of the fourth hour of the shift.

Employees who do not receive their meal break during these times shall be paid at the rate of one and one half (1.5) his regular hourly rate for one half hour.

17.02 (a) Lateness deductions shall be made as follows:

00	TO	05 MINUTES	NO DEDUCTION
06	TO	15 MINUTES	15 MINUTES DEDUCTION
16	TO	30 MINUTES	30 MINUTES DEDUCTION

- (b) The 0 – 5 minute lateness allowance is limited to twice (2) in calendar week.
- (c) Any employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.
- (d) The above allowances are for pay purposes only and excessive lateness will be subject to progressive discipline.

17.03 The regular schedule of shifts shall be time stamped by the time clock and posted for the employees and a copy supplied to the Chief Shop Steward.

17.04 The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules.

- 17.05 (a)** Subject to operational requirements and qualifications, full-time employees will bid their shift schedule according to seniority. The schedules will go up for bid not less than five (5) days prior to the beginning of the new schedule. The bids shall be completed and the awarded schedules shall be posted not less than three (3) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid.
- (b)** Part time employees will bid their shift schedules according to seniority subject to operational requirements and qualifications. The schedules will go up for bid not less than five (5) days prior to the beginning of the new schedule. Bids shall be completed and the awarded schedules shall be posted not less than three (3) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid.
- (c) Split Shifts**
Part time employees may be scheduled for split shifts. The split shifts may by mutual consent be more than four (4) hours apart.

17.06 Part-time employees shall be paid a minimum of four (4) hours for each shift worked.

ARTICLE 18.00: OVERTIME/ EXTRA TIME

The Company has the right to expect reasonable overtime worked. Employees shall have the right to refuse overtime provided such refusals do not jeopardize the Company's contracted commitment. Such refusal will not be recorded against an employee unless the refusals become excessive. The Union may request through the Manager of Operations, a review of the overtime records of any employee. When an employee is required to work overtime beyond their normal shift, it will not normally exceed sixteen (16) hour days.

18.01 All full-time employees shall be compensated for all authorized overtime hours worked at one and one-half (1-1/2) times their regular rate. This clause does not apply to shift rotations scheduled in excess of eight (8) hours per day or forty (40) hours per week as detailed in Article 17.01(a), including occasions when part-time employees are temporarily filling full-time shifts.

18.02 (a) The Company and the Union agree that all overtime or extra hours will be voluntary with the following exceptions. When employees are required to work mandatory overtime or extra hours beyond their regular scheduled shift, it will not exceed two (2) hours.

(b) The overtime or extra hours required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime or extra hours, the junior employees on shift will be mandated to work until a replacement is found. A replacement employee will only be required for overtime or extra hours in excess of two (2) hours. Should no replacements be found and the employee is required to work in excess of the two (2) hours, then he will be paid not less than three (3) hours overtime regardless of the actual additional hours worked.

(c) All part-time employees who work less than eight (8) hours per day or forty (40) hours per week and are required to work beyond their regular scheduled shift will be paid at their regular rate until such time as they exceed eight (8) hours or forty (40) hours worked . Only if they are mandated to work will article 8.01 b) apply.

18.03 (a) The Company will distribute voluntary overtime on a classification, seniority basis and post a weekly summary of overtime hours worked on the bulletin board.

(b) The present practice of offering overtime shall be maintained for this Agreement. Should an employee be by-passed for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed. Overtime will be tracked on an hourly basis, not to exceed four (4) hours.)

(c) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Supervisor's office.

Day of Overtime

1. Senior Full Time on shift
2. Senior Part Time on shift
3. Senior Full Time off duty
4. Senior Part Time off duty

This is the order to be called in for day of overtime.

Next Day or Scheduled Overtime

1. Sign up book
2. Seniority List

This is the order to be called in for next day overtime.

- (e) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.

18.04 An employee who has completed his regular shift and has clocked out, and then recalled to work shall receive a minimum of four (4) hours paid at one and one-half (1-1/2) time their regular hourly rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.

18.05 (a) An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employees will not work more than five and one-half (5-1/2) hours at one stretch. There shall be a minimum of three and one-half (3-1/2) hours between meal and breaks.

Time and Statutory Banking

18.06 (a) For all FT deicers, time bank allotment of one- hundred, sixty (160) hours will be optional until such time that year round employment is offered. The Company expects that there will be two types of employment, year round and seasonal.

Effective December 1st of each year, employees shall have the option to participate in the bank. Those who do not elect to participate shall be paid overtime in accordance with the overtime rules.

- (b) Year Round may mean that Time and Statutory banking is compulsory. These employees shall be canvassed on an annual basis, by seniority, by the Company to determine who wishes to participate in this program.
- (d) For credit purposes, all overtime hours shall be converted to straight time hours.
- (e) All banked hours shall be paid at the rate earned at the time of credit, regardless of any wage increases.
- (f) Banked hours shall not be carried over from year to year. If an employee has not liquidated any banked hours by December 31st of any year, said employee shall be paid for any remaining hours at the next closest pay period.
- (g) Time bank hours cannot be used to supersede annual vacation or Statutory Holiday entitlement of other employees.

- (h) Subject to operational requirement, employees may liquidate time bank hours for not less than one (1) scheduled shift, with a minimum of ten (10) calendar days notice on a first come first served basis. When requests are made on the same day, seniority will apply.
- (i) A maximum of one (1) employee shall be on time bank in any one (1) day.
- (j) All Banked and Statutory hours are to be taken outside of the deicing season.

ARTICLE 19.00: STATUTORY HOLIDAYS

19.01 The following Statutory Holidays shall be observed:

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

In the event that an employee's regularly scheduled day off falls on one of the above listed statutory holidays or is on vacation, he shall receive eight (8) hours' pay at his regular rate, or in the event the employee is a part-time employee, they will be paid at one twentieth (1/20) of their base hourly earnings for the thirty (30) days proceeding the statutory holiday per the CLC. He shall be paid four (4) hours of his regularly scheduled shift, whichever is greater.

19.02 Wages will be paid for a Statutory Holiday to an employee absent from work under the following:

- (a) Verified illness
- (b) Death in the immediate family

Immediate family means: parent, legal guardian, spouse, common-law spouse, child, brother, sister, parent or legal guardian of spouse, brother and sister-in-law, grandparents or grandchildren of employee or spouse, any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

- (c) Jury duty
- (d) Prior written permission.
- (e) Subpoenaed witness.

19.03 In the event that an employee's regularly scheduled day off falls on one of the above listed statutory holidays or is on vacation, he shall receive eight (8) hours' pay for a full-time employee at his regular rate and part-time employees, in accordance with the Canada Labour Code (CLC).

19.04 Part-time employees shall be required to work (ten) 10 days in the previous thirty (30) days to qualify for statutory holiday.

ARTICLE 20.00: JURY DUTY AND CROWN WITNESS

20.01 Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty. Proof of Court payment to be provided.

20.02 Employees who must appear in Court for reasons other than those mentioned in 20.01 shall be granted a leave of absence for one (1) day, without pay, provided they supply the proof or verification for such attendance.

ARTICLE 21.00: ANNUAL VACATION

21.01 For the Purposes of clarity, deicing season shall be deemed to be from September 15 to May 31. Vacation time shall only be taken from June 01 through to August 31. All employees shall receive vacation with pay in accordance with the following schedule, exclusive of statutory holidays.

21.02 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement: one (1) day per completed calendar month up to ten (10) calendar days.

21.03 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to ten (10) working days' vacation .

21.04 Employees who, at their vacation selection date, have five (5) years or more of continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months ending December 31st

and shall be entitled to fifteen (15) working days' vacation.

21.05 Vacation Leave may, if the employee wishes, be taken in conjunction with regular days off.

21.06 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off; such an employee shall receive vacation credits at the time his employment ceases.

On fourteen (14) days' written notice, employees proceeding on annual vacation will be entitled to receive their holiday cheque prior to the beginning of their holiday.

21.07 Company seniority shall apply for the purpose of bidding vacation choices.

21.08 When all employees in a department have indicated their choice, the Company will approve the list within fifteen (15) working days.

Employees who fail to bid by the deadline as established by the Company, will have their vacation assigned by the Company.

21.09 The vacation ratio in each occupational group shall be one (1) employee in fifteen (15) with the exception of December 15 to January 15, when the ratio shall be one (1) in twenty (20).

ARTICLE 22.00: BEREAVEMENT

22.01 In the event of a death in the employee's immediate family he would receive up to the next three (3) succeeding days off. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at his normal rate of pay. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section. In the event the death in the family is outside Canada, the employee may have an additional seven (7) days leave of absence, without pay, to attend the funeral.

In addition to the foregoing, a request for an unpaid Leave of Absence to attend to personal affairs in the event of the death of an aunt, uncle, niece, nephew or first cousin will not be unreasonably withheld.

ARTICLE 23.00: MATERNITY LEAVE

23.01 An employee with six (6) months' service with the Company, may request in writing four (4) weeks prior to the leave, the date she wishes to commence the

leave and the date of return to work. She will be granted a maternity leave of up to nineteen (19) weeks as outlined in the Canada Labour Code (CLC). Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the LOA.

An employee is not obliged to take maternity leave until she is unable to perform an essential function of her job and there is no appropriate alternative job available.

An employer is required to reinstate an employee to the position she held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.

Any RRSP, health, disability benefits and seniority will continue to accumulate during an employee's leave of absence for family responsibilities. Any employee share of benefit premiums during absence to be paid monthly in advance.

ARTICLE 24.00: LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

24.01 An additional thirty three (33) weeks of unpaid parental leave with the same qualifying requirement is available to employees in the year following the birth or adoption of a child, with entitlement extended to either parents, whether natural or adoptive. The leave to be taken by either parent or shared, but the total parental leave cannot exceed thirty three (33) weeks.

RRSP, health and disability benefits and seniority continue to accumulate during an employee's leave of absence for family responsibilities. Employees share of any benefit premiums during absence to be paid monthly in advance.

An employee is entitled to receive employment information during the leave.

No employment decisions whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take child care leave.

ARTICLE 25.00: CLASSIFICATION OF EMPLOYEES

25.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally and regularly performs. The job classifications in which employees shall be classified are those listed by job title in Schedule "A".

25.02 To provide for introduction of new work or where there has been substantial change in the work assignments of an existing job description, the Company and the Union will negotiate revising an existing job description, or prepare a new job description under a new job title.

The wage rate for such revised or new job description shall be based on the relationship it bears to the job description and wage rates listed in Schedules "A" and "B".

25.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.

25.04 In determining qualifications for classification purposes, the Company may, at its discretion, credit a new employee with previous experience and training acquired outside the Company service.

25.05 Whilst an employee shall normally only be required to carry out the duties of his classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him on a temporary basis to meet an unforeseen circumstance calling for immediate action. No employee shall be so assigned without having been properly trained in safe work practices related to such work assignments.

25.06 Progression within the wage scale shall be automatic.

25.07 In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period.

25.08 Employees shall be paid every two (2) weeks.

25.09 Specialized training, both new and recurrent, shall start the week after Labour Day.

ARTICLE 26.00: HARASSMENT

26.01 All employees covered by this agreement have the right to freedom from harassment in the workplace by the employer or another employee on the grounds herein, such as:

- Vexatious comments or conduct that ought to be known unwelcome.
- Harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, disability, age, marital status and family status, sexual orientation, pregnancy.

26.02 Harassment complaints will be handled in accordance with the current Company policies issued in sexual harassment jointly between the General Manager and the Local Lodge President. Throughout the process such handling shall be confidential.

26.03 At the same time, the parties also recognize the damage a false charge made under this article may bring upon an employee. Therefore, if during the investigation it is found that such a charge of harassment is made with malicious intent disciplinary action would be taken against the complainant.

26.04 The parties hereto recognize the right of a complainant who is not satisfied with the decision of the Company to seek redress under the provisions of the applicable law.

26.05 The Company will keep posted at all its notice boards a copy of its policy.

ARTICLE 27.00: RETURN TO WORK POLICY

It is the policy of the Company to make available to an employee who has suffered illness or a workplace injury, work that is within their capabilities until such time as they are able to resume full pre-accident duties. The Company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the Canadian Human Rights Code, the Workers Compensation Act, and other related legislation.

Program Principles:

- (a) To enhance and facilitate an employee's rehabilitation and return to normal duties.
- (b) Each department will make every reasonable effort in accommodating an employee unable to perform their regular duties as a result of a workplace injury.
- (c) When the home department is unable to provide a suitable work assignment, an attempt will be made to place the employee in another department.
- (d) Union and Management agree to promote the Return to Work Program to all employees.

Employee Responsibilities:

- (a) Report promptly all work-related injuries and complaints to immediate supervisor.

- (b) Actively participate in obtaining appropriate first aid and medical attention.
- (c) Provide physician with documentation from Company (treatment memorandum, modified work form).
- (d) Advise the treating physician of the availability of modified work and the return to work program.
- (e) Return the physician's report to the program manager or designate as soon as possible after each medical appointment (same day or start of next shift).
- (f) Actively participate in an appropriate recovery plan.
- (g) Ensure that all activities such as medical appointments and physiotherapy are arranged so they do not conflict with the return to work schedule.

ARTICLE 28.00: RENEWAL, AMENDMENT AND TERMINATION

28.01 Except as otherwise provided herein, this Agreement shall be effective from May 1 2008 to an expiry date of April 30th 2013. and shall continue from year to year unless either party gives notice, in writing, of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

ARTICLE 29.00 - OCCUPATIONAL HEALTH AND SAFETY

29.01 The Company recognizes an employee's right to working conditions, which show respect for his/her health, safety and physical well being.

29.02 All reasonable efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees.

29.03 It is the intention of the Company to comply with safety laws and regulations of Governmental Agencies having jurisdiction over the Company's operation.

29.04 Employees shall perform their duties demonstrating concern for their safety, safety of their fellow employees and the safety of the Company's property and equipment.

29.05 Employees must use and wear the equipment, devices or protective clothing which is placed at their disposal by the Company or for which they have been paid.

- a) The Company will contribute one hundred percent (100%) of the cost of the C.S.A., or equivalent approved glasses for Mechanics.
- b) The employees of the aforementioned departments shall wear C.S.A. approved steel toed, slip resistant sturdy work boots/shoes with a heel at all times while on duty.
- (c) The employees will pay one hundred percent (100%) replacement cost for loss of or damage to earmuffs and safety glasses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as below.

Dated at _____ this _____ day of _____ 2008.

**SERVISAIR INC.
WINNIPEG**

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, DISTRICT LODGE 140
(Local Lodge 16)**

Janet Ransom
Regional HR Director, Canada

Tony Didoshak
General Chairman – District Lodge 140, IAM&AW

Trevor Zemliduk
Manager of Operations, Winnipeg

Lorne Hammerberg,
President, Local Lodge 714, IAM&AW

SCHEDULE "A"

JOB CLASSIFICATION

Training

It is understood that an employee entering a Classification, will be given training prior to performing the required duties.

Testing Criteria

When applying to a new posting, prior to any required written or practical test the Company will provide the employee with access to appropriate and written material and /or the required training prior to testing. Passing grade levels will be specific to the Classification.

The Company will give the Chief Steward copies of the testing criteria and passing grade levels for all areas. It is also agreed that the Chief Steward may request to review any written test done by employees.

Unsuccessful candidates who did not achieve the minimum grade of eighty (80%) or eighty five (85%) at Central Deicing Facility, will be restricted from rewriting as follows:

70%-79% grade within three (3) days will have a rewrite

Less than 69% grade twelve (12) months restriction

Central Deicing Facility

75%-84% grade within three (3) days will have a rewrite

Less than 74% grade twelve (12) months restriction

Candidates who achieved the above grade level but (due to having less seniority than other qualifying employees) were not awarded the position, will remain qualified for twelve (12) months.

EQUIPMENT MECHANIC – SAFETY SENSITIVE

NORMAL DUTIES

Troubleshoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company, carry and operate radio as required and operate such equipment as necessary to perform these functions.

- a) Maintain maintenance records and logs as required
- b) Maintain Company and Customer repair and turn around standards and procedures.
- c) Follow and maintain acceptable communication procedures as established by the company.
- d) Follow acceptable Company and regulatory environmental and house keeping standards.

QUALIFICATIONS

- a) Possess the normal tools of a mechanic.
- b) Must possess Manitoba License 310A or better.
- c) Special tools required will be provided by the Company.
- d) Attend and pass training as offered and required by the Company.
- e) Remain current on new technology and technological changes on equipment as provided by the Company.
- f) Obtain and maintain DA, AVOP and Manitoba driver license in good standing.

Note: The Company reserves the right to bring special qualified people to perform work on the equipment if necessary after discussion with the Union. It is agreed that the bargaining unit mechanic will be trained to perform this function.

MECHANIC'S HELPER

NORMAL DUTIES

Perform the lubrication tasks on all equipment under the jurisdiction of the Company, assist equipment mechanics as necessary in cleaning, repairing, painting and operating equipment being serviced. Work independently on non motorized equipment. Mechanics will not be responsible for work not overseen by them.

If a Helper is asked to perform any mechanical work, it shall be overseen by a mechanic. Mechanics shall not be required to provide a Helper with their tools to perform work. The company will provide the necessary tools.

DE-ICING AND GROUND SUPPORT SPECIALISTS – SAFETY SENSITIVE

DE-ICING AND GROUND SUPPORT SPECIALIST (Full time/Part time)

Normal Duties for Deicing

- a) Aircraft deicing and glycol recovery and related functions to deicing.
- b) After training, operate, all related equipment to deicing and glycol recovery, including, ground power and air start units.

- c) All other ancillary duties related to Occupational Group.
- d) Follow acceptable company and regulator environmental and house keeping standards.

Qualifications

- a) Have a valid Manitoba Drivers License.
- b) Obtain and maintain Airport Security ID and AVOP "DA.
- c) Be able to operate VHF radio equipment.
- d) Demonstrate good driving skills.

Successful applicants will receive and pass the Company Transport Canada approved training and then must bid on only De-icing and Support Specialist shifts thereafter pursuant to Article 17.00 of the Main Agreement.

QUALITY CONTROL (QC)

The Quality Control (QC) will be subject to specific training and qualification requirements.

In addition to the normal duties and qualifications of a lead hand and the de icers position specified herein above the Quality Control (QC) will be responsible for on the job training, coaching, directing and auditing of the De-icing & Ground Support Specialists during the course of their deicing duties.

The Quality Controls will report directly to the Training Supervisor/Pad Coordinator at the Central Deicing Facility and maintain all documentation required by the Winnipeg Airport Authority.

NOTE: All Quality Control (QC) employees must complete the Company, Transport Canada, approved training and testing with an eighty-five percent (85%) grade level annually.

Qualifications

- a) Obtain and maintain a CDF Airport Security IN, plus "DA/D" and radio license
- b) Good communication skills both written and verbal

c) Leadership ability

d) AVOP & Manitoba drivers license

*Premium rate: \$2.00/per hour above their current rate

SCHEDULE "B" - WAGE SCALE

FROM MAY 1, 2008 THRU APRIL 30, 2013

DEICERS

Start	6 Months	12 Months	24 Months	36 Months	48 Months	60 Months
10.25	\$10.50	\$11.00	\$11.80	\$12.60	\$13.40	\$14.20

In the event the Cost of Living Allowance is determined by Statistics Canada equal or exceeds 2.5 in years four (4) and five (5) that additional percentage shall be applied to the deicer and mechanic accordingly.

MECHANICS

Start	6 Months	12 Months	24 Months	36 Months	48 Months	60 Months
\$22.00	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.17

SCHEDULE 'C'

EXTENDED HEALTH – DRUGS/ DENTAL CARE/VISION CARE

- ◆ Drug cards will be provided to all eligible employees.
- ◆ Eligibility for extended health benefits to be effective after six (6) months of employment.
- ◆ Plan to be provided to all eligible employees, single premium paid 100% by the Employer for single employee coverage. Family coverage to be available to employees at cost of premium borne by the employee.
- ◆ Single Coverage: 0% of monthly premium .
- ◆ Family Coverage: 50% of monthly premium

- ◆ Dental Benefits include:
 - 100% preventative
 - 100% Restorative
 - 50% Orthodontic/Prosthodontic
 - Maximum of \$1500 per year

- ◆ Vision Coverage of \$200.00 every two (2) years

- ◆ Life Insurance - \$50,000

- ◆ Accidental Death and Dismemberment - \$50,000

- ◆ Medical:
 - 100% semi-private hospital room
 - 100% prescription drug card - no deductible)
 - 80% extended care (i.e. physiotherapist, ophthalmologist, laboratory tests, crutches)
 - Extra Care (vision: \$150.00 every twenty-four (24) months)

- ◆ Dental
 - 100% Preventive
 - 100% Restorative
 - 50% Orthodontic/Prosthodontic – suggested fee guide one year previous

It is understood that the insurance carriers booklet determines eligibility, and adjudication standards.

SCHEDULE "D" - CLOTHING

The Company will provide the following items of uniform. Should an employee terminate in the first year, of his own accord, the cost of the uniform will be deducted from the employee's final pay cheque.

The following uniforms will be the initial issue to a new employee, thereafter items will be replaced on an as needed basis. i.e. Return a worn old item for a new item.

DEICING /RAMP SERVICES AND MAINTENANCE STAFF

- 4 shirts and 3 pants
- 3 in one
- 1 rain suit
- 1 set ear protectors
- 1 pair of long sleeve regular coveralls
- 2 pairs of winter and summer work gloves
- Boot allowance of \$100 per year paid annually.

If an employee loses a 3 in 1, the Company shall replace it the first time at a 50 – 50 cost share. However, should an employee lose their 3 in 1 a second time the cost of replacement shall be the responsibility of the employee. Payment can be arranged through payroll deduction.

Letter of Agreement No.1

Mechanic Allowances

Tool Allowance

The Company agrees to provide a tool allowance for worn or broken tools of **five-hundred dollars (\$500.00)** per year for employees in the mechanic classification. Payment will be made on the first pay period in September each year on a separate cheque. The employee shall turn in such worn or broken tools for replacement. Replacement tools shall be of equal quality. Receipts are not required.

Mechanic Licensing

It is agreed that the Company will reimburse a Mechanic for up to 100% of his licence fees up to a maximum total reimbursement of one-hundred and twenty dollars (\$120.00) every three years. Such payment is to be made on the pay period (on a separate cheque) following the presentation of receipt for the license and / or renewal.

LETTER OF AGREEMENT NO. 2

Lock in Language for the Deicing & Ground Support Specialists

In the event that the Company is able to secure additional Ground Support business whereby the role of Ramp agents is expanded:

The Company and the Union recognize the importance of the Central Deicing Facility (CDF) operation and the need to protect the continuity and integrity of this work area.

Once an employee has bid into this area he/she will be locked in for the life of this agreement.

Employees will only be permitted to opt out for posted vacancies, a maximum of ten percent (10%) annually in order of seniority. The Company may elect to allow more employees to opt out if mutually agreed. Employees will be allowed out between October 1st. and April 30th each cycle for promotional reason only. These employees will form part of the overall ten percent (10%). For the purposes of the CDF and this clause the year deemed to commence September 1st.

Successful applicants will receive and pass the Company Transport Canada approved training and then must bid on only Deicing & Ground Support Specialist shifts thereafter pursuant to Article 17.00 of the Main Agreement.

Note all Deicing & Ground Support Specialist employees must complete the Company, Transport Canada, approved training and testing with an eighty-five percent (85%) grade level annually.

LETTER OF AGREEMENT NO. 3

EMPLOYMENT EQUITY

Employment Equity or diversity means respect for the uniqueness of each individual who works for the Company. That uniqueness may be characterized by many facets, some of which include: race, colour, religion, ethnicity, gender, disability, sexual orientation, marital status, education and experience. The Company expects all employees to embrace the value diversity by treating each other with respect and dignity, thereby maintaining an inclusive environment that ensures merit and fairness are the hallmarks of all decision making.

The Company is and has always been committed to maintaining an environment that values the diversity of its workforce. This commitment is the basis for attainment of our overall staffing objectives: to attract and retain the most talented employees and to enable each employee to contribute to their full potential.

The Employment Equity Act provides for the identification and elimination of barriers, and implementation of programs to ensure proportional representation of groups designated as traditionally under-utilized in the Canadian work force, namely: women, Aboriginals, visible minorities and people with disabilities.

The Company will provide accommodation to make a job or work site appropriately suited to the health, or culture needs of individuals. Accommodation is determined by factors including, but not restricted to: cost, risks to health and safety, and negative impacts on the rights of other employees.

No individual will be awarded or denied employment or advancement for reasons unrelated to their ability to do the job.

Data provided by the employee with respect to status in a designated group is sensitive and private. Access to this information is restricted to those responsible for preparing government reports and/or diversity-related plans in keeping with government requirements.

All such identification data will be kept in a secured file, separate from personnel files, to ensure confidentiality.

LETTER OF AGREEMENT No. 4

VALUE ADDED DUTIES

The Company and the Union recognize the importance of this work in maintaining a year round Central De icing Facility workforce without excessive cost to the Airlines.

Deicers in the event additional value added business is secured will be required to be qualified as ground services agents and will be assigned to Ground Services as required by the Company.

Ground Service Agent

- a) Loading and unloading baggage, cargo, mail and commissary, whether palletized or bulk loaded and conveyance of same to or from designated areas.
- b) Operate safely and efficiently equipment and vehicles including loading bridges, utilized by the Company.
- c) Operate position, remove, connect and disconnect ground power and air start units.
- d) Perform functions of an aircraft marshaller.
- e) Operate and perform push out of aircraft functions.
- f) Carry and operate a radio as required.
- g) Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
- h) Security escort services.
- i) Service water and systems of all aircraft
- j) Any other duties associated and/or ancillary to the job Occupational Group.
- k) Follow acceptable company and regulator environmental and house keeping standards

Security Escort

The qualifications and normal duties for security escort are as follows:

“D” Escorting

This is the VHF vehicular escort of vehicles, mobile equipment or personnel from the approved access point in the primary security line or assembly points on the Airside to the intended destination within the secured area of the airport.

The Company agrees to supply all vehicles utilized for security escort purposes.

Normal Duties

- a) Maintain an active and diligent oversight of the personnel and equipment entrusted to their surveillance.
- b) Not allow unauthorized access to restricted areas under their control.
- c) Ensure all AVOP rules and regulations are followed at all times.
- d) Help control FOD.
- e) Ensure there are no unauthorized or uncontrolled runway or taxiway incursions by personnel and equipment under their control.
- f) Attend construction briefing as required.
- g) Ensure the restricted area under their control is clear of all equipment and personnel at the completion of each construction shift.
- h) Obtain and maintain both a “D” AVOP license and appropriate radio license.

“D/A” Escorting (after thorough training)

This is the vehicular escort of vehicles, mobile equipment or personnel from the approved access point in the primary security line or assembly points on the Airside to the intended destination within the secured area of the airport.

- a) Obtain and maintain a “D/A” AVOP license.
- b) Provide the same surveillance duties and services as stated for the “D” Escorting except not on maneuvering areas.

LETTER OF AGREEMENT NO. 5
(Should we get ground handling - In abeyance)

A. RAMP AND CABIN SERVICE AGENT

Normal Duties:

1. Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
3. Service water and toilet systems of all aircraft.
4. After training, operate safely and efficiently all types of equipment and vehicles used in the handling and servicing of aircraft, glycol recovery etc.
5. Service and care for such equipment.
6. Any other duties associated with this job classification.
7. After training operation of loading bridges and aircraft doors.
8. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
9. Responsible for the housekeeping of the stock make up area including but not limited to the make up of kits.
10. Any other duties associated with this job classification.

B. CUSTOMER SERVICE AGENT

Normal Duties:

1. Provide information for the public and answer telephones in the manner laid down by the airline and/or Company.
2. Check in embarking passengers and perform all related duties.
3. Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
4. Monitor disembarking passengers from aircraft through port facilities and perform all associated duties.
5. Attend to transit and interline passengers.
6. To attend to special needs passengers.
7. Perform computer-related duties.
8. Perform baggage tracing and functions related thereto, in the matter laid down by the airline and/or company.
9. Perform weight and balance and all related duties in the manner laid down by the airline and or company.
10. Perform the function of cash/ticketing agent in the manner laid down by the airline/and or company.

11. Perform the function of reservations agent and the duties related thereto in the manner laid down by the airline and/or company.
12. Perform major load control in the manner laid down by

C. LEAD HAND

Normal Duties

A Lead is an employee required to perform the same work as any employee in his classification, but in addition acts as a working leader to those employees assigned to him. He shall assign work, give direction on proper use of equipment, work methods and safety practices, see that assigned personnel and equipment are properly utilized, instruct new employees on the job and discuss aspects of the operation with the customer. A Lead must be capable of writing reports as required.

D. CHARGE-HAND

Normal Duties

A Charge Hand has the same specific duties and responsibilities as defined under the Lead Hand job description. In addition, he will have the responsibility of directing and supervising the work of one or more Lead Hands and those employees assigned to him. He may be required to provide training within his classification.

Qualifications

- (a) Must have thorough understanding of the job requirement of his classification.
- (b) Must have the necessary qualifications related to his classification.
- (c) The employees entering this position will be on a ninety (90) day probationary period.

MINIMUM QUALIFICATIONS FOR ALL CLASSIFICATIONS

1. Must be of good character, neat appearance and safety minded.
2. Must hold a valid driver's licence issued in the Province of Manitoba where required by the Company.
3. Must have good driving ability and show an acceptable standard of equipment handling after initial training.

The Company will provide the following items of uniform. Should an employee terminate in the first year, of his own accord, the cost of the uniform will be deducted from the employee's final pay cheque.

The following uniforms will be the initial issue to a new employee, thereafter items will be replaced on an as needed basis. i.e. Return a worn old item for a new item.

CABIN SERVICES

- 1 Summer Jacket
- 2 Shirts and 3 pants
- 1 pair ear protectors
- 1 winter parka

CUSTOMER SERVICES

- 1 Jacket
- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 skirts and 1 pant (female)
- 2 pants (male)
- 2 rosettes (female)
- 2 ties (male)

Letter of Agreement # 6

EXTENDED HEALTH – DRUGS/ DENTAL CARE/VISION CARE

Eligibility:

All Full Time employees shall be eligible for Extended Health & Dental benefits after three (3) months of service.

However, these employees must also have successfully completed their probationary period as outlined in Article 11.01.