

COLLECTIVE AGREEMENT

Between

**WORLDWIDE FLIGHT SERVICES INC.
Vancouver, British Columbia**



And

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS (IAM & AW)
TRANSPORTATION DISTRICT 140**



For:

LOCAL LODGE 16

TERM OF AGREEMENT

January 15, 2010 until January 14, 2013

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Preamble	
2	Purpose	
3	Recognition	
4	Management Rights	
5	Scope of Agreement	
6	Rates of Pay and Premiums	
7	Hours of Work and Work Schedule	
8	Shift Trades	
9	Overtime and Recall	
10	Seniority and Probation	
11	Lay-off and Recall	
12	Holidays	
13	Vacation	
14	Leaves of Absence	
15	Grievance Procedure & Dispute and Discipline	
16	Union / Management Relations	
17	Arbitration	
18	Union Dues and Union Membership	
19	Strikes and Lockouts	
20	Safety and Health	
21	Harassment	
22	Benefit and Insurance Plans	
23	General	
24	Renewal, Amendment and Termination	

ARTICLE 1 - PREAMBLE

- 1.01** This Agreement has been entered into between Worldwide Flight Services Inc., hereinafter referred to as “the Company”, and the International Association of Machinists and Aerospace Workers, District Lodge 140, hereinafter referred to as “the Union”.
- 1.02** For the purpose of interpreting the Agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE 2 - PURPOSE

- 2.01** 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.
- 2.02** If, for any reason, any portion of this Agreement is unenforceable or contrary to law, the parties hereto agree that such portion is severable and separable from the remainder of the Agreement and that the Agreement in all other respects will continue in full force and effect in accordance with the terms thereof.

ARTICLE 3 - RECOGNITION

The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for its Customer Service Agents at Vancouver International Airport, except office and supervisory employees, in accordance with the Certificate of Recognition issued by the Federal Labour Relations Board.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.
- 4.02** The Union acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline, and efficiency; to establish and enforce Company rules and regulations; and to discipline, suspend, and/or discharge employees for just cause.
 - (b) To hire new employees, retire, classify, direct, promote, demote, transfer, assign shifts, and increase and/or decrease the work force from time to time.
 - (c) To generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed

by the Company at any time, the kinds of machines, tools and equipment to be used and to establish Company policy and procedures required for the efficient conduct of its business.

(d) To make and alter from time to time rules and regulations to be observed by its employees which shall not be discriminating in nature.

4.03 These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers, or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.

4.04 Such rights will be exercised in a manner that is not inconsistent with the provisions of this Agreement.

4.05 It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 5 - SCOPE OF AGREEMENT

Current categories and classifications covered by this Agreement are as follows:

5.01 Passenger Service Agent

Comprises all those who perform airport and passenger service functions including: making reservations; preparation and issuance of tickets and itineraries; computation of fares; issuance of refunds; checking baggage; collection of excess baggage charges; providing passengers with general travel information; meeting aircraft at gate or loading area; performing duties in the departure lounges or at boarding gates when enplaning and deplaning passengers; checking passenger ticket for validity and lifting appropriate coupon; completing all necessary arrangements for accommodating passengers holding reservations, standbys and their luggage; determining flight close-out time; preparing, completing, and checking various flight forms for accuracy; invalidating tickets; completing post-departure procedures; performing lost and found activities; initiating tracing procedures for lost passenger articles; keeping owner informed of progress of search and returning found articles to customer; processing claims for damaged or lost baggage and personal articles; making on-the-spot settlement of minor claims; forwarding reports on larger claims to proper Company personnel; preparing and maintaining required records and reports of lost and found activities; and any other ancillary duties.

5.02 Lead Passenger Service Agent

Comprises all those who, in addition to those duties and functions outlined in Article 5.01, are responsible to Management for the overall performance of the Passenger Service Agents under their direction and the timely and satisfactory completion of work assignments in accordance with Company policy and customer regulations. Duties may also include: the demonstration of proper work methods; conducting of on-the-job training; conducting of crew meetings; and instruction of employees in new or revised operational procedures. Lead

Passenger Service Agents will not have the authority to administer discipline or discharge.

5.03 Operations Agent

Comprises all those who perform operations control functions including: assignment of aircraft to gates or loading areas; coordinating cabin availability, meal-count, and in-flight supplies with Flight Attendants; weight and balance including pre-planning passenger, fuel, mail, express, and air freight loads on aircraft by type of equipment based on payloads allowable and available; applying applicable charts and reference materials on balance data to compute weight distribution of load; adjusting load distribution prior to flight departure for changes in load composition; keeping appropriate personnel informed of load changes; preparing and maintaining required records on load information; preparing, assembling, and signing flight releases for Dispatchers; briefing and debriefing crews regarding weather, airport and traffic conditions, delayed flights, mechanical problems, and other related information; obtaining coordinates, screens, and disseminating all ramp and related information for Company personnel and public utilization; monitoring airway frequencies for approach, landing, and take-off clearances to keep current on flight arrival estimates and checking accuracy of weather, wind, and altimeter settings provided aircraft crew; monitoring and keeping current flight progress board and inputting information into customer computer system affecting changes in arrival or departure times at down line stations; preparing and maintaining various flight operations reports and records; and other duties and functions related to the foregoing as directed by Management.

5.04 Notwithstanding the foregoing descriptions, and recognizing that the methods used for accomplishing the work of employees might change from time to time, the work performed by employees will continue to be performed by employees as long as there is a requirement for that work to be done.

5.05 The Company and the Union may, by mutual agreement, combine any of the categories or classifications described or create new categories or classifications. In this event, the Union may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classification(s), unless the change occurs within ninety (90) calendar days prior to the termination of the Agreement, in which case the new job description and rates of pay will become a part of the normal Bargaining process.

ARTICLE 6 - RATES OF PAY AND PREMIUMS

6.01 The following are the rates of pay for all classifications covered by this agreement.

<u>Passenger Service Agents / Operations Agents</u>		
		Effective Jan 14/10
Start		8.89
6 mos		9.73
12 mos		10.22
18 mos		10.82
24 mos		11.36
30 mos		11.92
36 mos		12.51
42 mos		13.12
48 mos		13.79
54 mos		14.49
60 mos		15.24
72 mos		15.70
84 mos		16.17

- Language requirements premium: \$1.25 per hour
- An additional 63¢ per hour for a second language
- Leads: \$1.50 per hour

6.02 Premiums

(a) Shift Premium

Employees working irregular hours will be compensated as follows:

- 1700 – 2259 (40 cents per hour over and above their hourly rate)
- 2300 – 0459 (65 cents per hour over and above their hourly rate)

(b) Training Premium

Bargaining Unit members assigned to training new employees and/or recurrent training shall be paid a training premium of \$1.00 per hour over and above their current hourly rate.

6.03 Out-of-Town Assignment

The Company is to provide forty-five dollars (\$45.00) per diem/per day, no receipts required, (U.S. funds) when assignment is in the United States or Canada. If in Canada the U.S. funds will be converted to Canadian funds at the current exchange rate.

All taxis, buses, etc., and non-company transportation to and from the workplace will be paid for by the Company upon presentation of receipts. If a vehicle is provided, a gas card or appropriate funds, will be provided.

One (1), ten (10) minute phone call two (2) times per week.

Motel/hotel accommodation paid for by the Company. Arrangements to be made in advance.

The Company is required to make all necessary arrangements prior to departure (hotel accommodations, transportation, etc.)

Per Diem to be made available in advance by cheque.

6.04 Pay Errors

Pay errors involving an underpayment, or overpayment, will be reported by the employee on the prescribed form and the Company will provide a response within five (5) working days of it being reported. Restitution will be made on the first pay cheque following verification of the underpayment or overpayment provided such verification is made three (3) or more days prior to the date; otherwise, it will be made on the next following pay cheque.

ARTICLE 7 - HOURS OF WORK AND WORK SCHEDULE

7.01 Hours of Work

The standard workweek for full-time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company's contractual commitments. A working day shall consist of eight and one half (8 1/2) hours including a one half (1/2) hour unpaid meal break each day.

- (a) The standard workweek can be made up of any of the following rotations, excluding meal periods:

<u>Average Length of Work Day</u>	<u>Example of Sample Rotation</u>
8 hours	5 on / 2 off
8 1/2 hours	6 on / 3 off
9 hours	5 on / 3 off
10 hours	4 on / 3 off
12 hours	4 on / 4 off

7.02 Shift schedules will be developed in accordance with the following:

- (a) The Company shall discuss with the Union Shift Scheduling Committee its decision to alter existing 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. Should no agreement be reached by the parties the Union may appeal to the Station Manager within seventy-two (72) hours and he shall render his decision seventy-two (72) hours after having received the Union's appeal subject to unforeseen circumstances when he may not be available and if so he will respond as soon as he/she can.

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

- (b) Any vacancies on existing shifts which occur between general shift bids will be offered by seniority in each classification in which the vacancy is occurring. A maximum of two (2) bids will be permitted for each such vacancy.
- (c) The regular schedule of shifts shall be time stamped by the Company computer and given to a member of the Shift Scheduling Committee to verify the time stamp.
- (d) The Company will arrange shift schedules to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the shift bids. The Union will have five (5) calendar days upon receipt of the schedule to return the completed shift bids to the Company. The Company will post shift awards three (3) calendar days prior to the schedules effective date. Should the Union fail to return the completed shift bids to the Company within the five (5) calendar day timeline the Company will assign the shifts. All employees will bid their shifts not less than two (2) times per year and no more than four (4) times per year, unless required by customer flight scheduled changes.
- (e) The completed shift schedules will be posted seventy-two (72) hours prior to the schedule's effective date.

If, as a result of a new shift bid, employees are required to work more than six (6) days in a row, the Company will make every effort to accommodate a mutually agreed upon day off. An employee's new shift selection cannot drive overtime.

- (f) Once agreed upon, the shifts will be bid by seniority and language qualifications. Shift lines that require a second language will be identified on the bid sheets.

- 7.03**
- (a) The Company may alter the shift schedules with twenty-four (24) hours notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If twenty-four (24) hours notice is not given by the Company then a rescheduled employee shall receive one and one half (1 1/2) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.

If a rescheduled part-time employee is unable to work any extra shifts the normal shift vacancy filling procedures shall be used (i.e. offered by seniority). If these shifts still cannot be filled then the Company can assign in reverse order of seniority.

The employees will make every reasonable effort to remain current with their schedule while in the work place.

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

The full-time compliment will be determined by airline schedules. Any eight (8) consecutive hour requirement in one (1) day for five (5) consecutive days or ten (10) consecutive hour requirements in one (1) day for four (4) consecutive days shall constitute a full-time position. However, the Company agrees to meet on an emergency basis to create full-time positions if needed.

- (b) Late start for employees that arrive late for work shall be calculated as follows:

0 - 3 minutes	0 deduction
4 - 6 minutes	1/10 of an hour
7 - 12 minutes	2/10 of an hour
13 - 18 minutes	3/10 of an hour
19 - 24 minutes	4/10 of an hour
25 - 30 minutes	5/10 of an hour
31 - 36 minutes	6/10 of an hour
37 - 42 minutes	7/10 of an hour
43 - 48 minutes	8/10 of an hour
49 - 54 minutes	9/10 of an hour
55 - 60 minutes	1 hour

Lateness shall be subject to disciplinary action. An employee reporting late for work shall commence work immediately regardless of the deduction penalty being applied.

Any notices of lates, sickness or attendance incidents must be given or dealt with in twenty-one (21) days from date of incident or item is dropped and no personnel record involved. If incident occurs before holiday, Leave of Absence, or any other accepted absence then the twenty-one (21) day period commences after the expiration of holiday or Leave of Absence.

- (c) 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. The Company agrees not to discriminate against present employees who have not been trained, (i.e. if a job is posted the Company will not take the position that only trained employees may qualify).

When selecting applicants the Company and the Union shall compare employees on the basis for the same job and provide the Union with the comparison if requested in a dispute.

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 may be deemed fit.

All Bargaining Unit full-time positions will be offered to part-time employees in order of classification seniority.

Employees who are on vacation or sick leave (i.e. LTD, STD, Maternity, WCB, ICBC, 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.

The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.

(d) **Part-time Employees**

Part-time employees will be utilized in all classifications.

Part-time employees will be scheduled for no less than four (4) consecutive hours, but no more than eight (8) consecutive hours in each work day, and for a maximum of five (5) work days in a work week.

Part-time employees will be scheduled for no less than twelve (12) hours per work week and for no more than thirty-two and one half (32 1/2) hours per work week.

Part-time employees scheduled for five and one half (5 1/2) hours or more will be provided an unpaid one half (1/2) hour meal period.

Part-time employees will schedule days off consecutively where practicable.

Where required to meet the Company's operational requirements, split shifts may be used.

- The combination of two (2) scheduled shifts may not exceed a total of eight (8) hours.
- Any combination of hours may be used except that no shift may be less than three (3) consecutive hours and no more than five (5) hours.
- Each shift will be separated by an off duty period of not less than two (2) consecutive hours and no more than five (5) consecutive hours.
- Employees on split shifts will not be entitled to meal periods.
- The Company may, upon seven (7) days notice to the employees affected, cancel one (1) segment of a split shift at its option, provided that the number of scheduled hours remaining in the workweek is not less than twelve (12) hours.

- (e) Part-time employees will be scheduled a ten (10) minute paid break within one (1) to two (2) hours of the mid-point of the scheduled shift.

7.04 Meal Periods

Will not be less than thirty (30) consecutive minutes. One (1) meal period will be scheduled in each shift within two (2) hours on either side of the mid-point of each qualified shift (i.e.: five and one half (5 1/2) hours or more).

Due to operational requirements, an employee might not be able to take a meal period at the scheduled time in which a meal period is scheduled. The Company agrees that in the event that a full-time employee cannot take his/her meal period, such employee shall be paid at the rate of one and one half (1 1/2) times his/her regular hourly rate of pay for a period of thirty (30) minutes.

Employees who volunteer to miss their meal break during their shift shall be paid at the rate of one and one half (1 1/2) times their regular rate of pay for one half (1/2) hour.

7.05 All scheduled shifts for an employee will contain periods of not less than eight (8) consecutive hours off duty between the termination of one shift and the start of the next shift.

(a) If any work period continues so that it terminates within eight (8) hours as provided for in Article 7.05, prior to the commencement of the employee's next scheduled shift, the employee shall receive pay for all time worked during that scheduled shift at the rate of one and one half (1 1/2).

(b) The provisions of Articles 7.05 and 7.05 (a) will not apply in situations, which occur as a result of a shift trade.

7.06 In order for the Company to deal with schedule changes required as a result of the minimal notice which is sometimes provided by a carrier, it is agreed that if notice of a carrier's change in requirements is insufficient to permit a shift bid from being processed in accordance with normal shift bidding practices, the Company will be permitted to change employee work schedules as required to meet the new staffing requirements, with at least seventy-two (72) hours notice. Such utilization will be kept to the minimum possible that is required to service the carrier's needs.

ARTICLE 8 - SHIFT TRADES

8.01 The purpose of this privilege is to reduce absenteeism by allowing employees to handle unexpected situations or ones that conflict with their work schedule. Employees may give away shifts as long as they are not giving away their job. In no case can an employee give away their shifts, which results in working less than twelve (12) hours in a week.

8.02 An employee may ask another employee to work his shift, on condition that he has received his supervisor's authorization to do so.

8.03 Except under exceptional circumstances, a request for a shift trade shall be submitted in writing to the supervisor, who shall approve it at least twenty-four

(24) hours before the shift in question. This approval must bear the signatures of the supervisor and both employees involved.

- 8.04** These trades are only authorized if the employee taking over another employee's shift can perform the duties of the employee he is replacing.
- 8.05** The Company reserves the right to temporarily or permanently withdraw this privilege from an employee who does not respect the established procedures or who abuses this privilege.
- 8.06** Sick leave provisions will apply to the employee who has agreed to work the shift.
- 8.07** For a shift trade on a holiday, the employee originally scheduled to work will receive the applicable day-off credit (e.g. a full-time employee receives eight (8) hours). The employee working the shift, who was previously on a day off, will receive the applicable work day credit (e.g. a full-time employee receives pay for the length of the shift at straight time plus 1 1/2 times the length of the work day).
- 8.08** Employees will advise the Company within twelve (12) hours with written notice in advance of cancellation of shift trades.

ARTICLE 9 - OVERTIME AND RECALL

- 9.01** Overtime and recall are according to a system developed by mutual agreement between the Company and the Union and are distributed as equitably as practicable among the employees qualified to perform the work.
- 9.02** The Company and the Union agree that all overtime will be voluntary with the following exceptions. When employees are requested to work overtime beyond their normal shift it shall not exceed two (2) hours.
- 9.03** Employees shall be compensated for all authorized overtime hours worked at one and one half (1 1/2) times their regular rate for hours worked in excess of regular scheduled hours per day. In addition, anytime an employee is called in for overtime, they shall receive one and one half (1 1/2) their rate of pay for their entire shift. 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 7.01 (a), including occasions when part-time employees are temporarily filling full-time shifts.
- 9.04** (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. The Company also agrees to post sign-up sheets for voluntary overtime.

- (b) The overtime or extra hours required shall be offered in order of seniority to those employees on shift. If an insufficient number of employees volunteer, overtime will be assigned to the most junior employees on shift. The Company will make all reasonable efforts to restrict the involuntary overtime to two (2) hours. Overtime for full-time employees will be paid at the rate of time and one half (1 1/2) for all hours worked.
- (c) If a part time employee is needed to work beyond his scheduled shift he will be paid as follows:
 - (i) If the employee volunteers to work the additional hours he will be paid at straight time rates up to eight (8) hours. Hours worked beyond eight (8) hours will be paid at the rate of time and one half (1 1/2).
 - (ii) If there is an insufficient number of volunteers and the junior employee is required to work the additional hours, he will be paid at the rate of time and one half (1 1/2) for all hours worked beyond the scheduled shift.
 - (iii) Overtime in excess of eight (8) hours per day or forty (40) hours per week will not apply to shift rotations scheduled in excess of eight (8) hours per day, or forty (40) hours per week including occasions when part-time employees are temporarily filling full-time shifts.

- 9.05**
- (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. Employees shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union and Management.
 - (b) Overtime will be recorded on a monthly basis.
 - (c) This 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).
 - (d) 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. Employees on shift in book
2. Sign up book - employees RDO
3. On shift employees
4. Seniority list

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

Next Day 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.
- 9.06** 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) times 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.
- 9.07** An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute 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.
- 9.08**
- (a) Effective December 1, of each year employees shall have the opportunity to notify the Company in writing of their decision to participate in the time bank. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions. Employees who elect to either participate or not, will be bound by that decision to December 1st the following year.
 - (b) Credits in the time bank cannot exceed eighty (80) hours.
 - (c) Any employee opting into the time bank cannot exceed eighty (80) hours of credit per year. After eighty (80) hours, all overtime pursuant to Article 9 will be paid out for the balance of the calendar year. Employees may liquidate time bank hours after they have accumulated thirty (30) hours, however, there shall not be any topping up of banked hours.
 - (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 serve basis. When requests are made on the same day, seniority will apply.
- (i) A maximum of two (2) employees shall be on time bank in any one (1) day.
- (j) All requests to liquidate the time bank must be in writing.

ARTICLE 10 - SENIORITY AND PROBATION

10.01 Definition

Seniority is defined as an employee's period of continuous service within an occupation covered by the Certification with the Company, measured from the most recent date of hire. Continuous employment shall mean without a break in service.

10.02 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.

10.03 Lay-offs and Recalls

The Company has the right to lay-off employees to the extent it determines necessary. Employees in an affected customer contract group shall be laid off in reverse order of their seniority (that is to say that junior employees are to be laid off first and recalled last).

The Company will make every effort to train interested senior employees on other customer contracts. If this is not possible, then the following options will be offered:

- (a) If the employee has current qualifications on another customer contract, he may exercise seniority rights to displace the most junior employee on the customer contract where his qualifications exist.
- (b) The employee can displace the most junior employee performing a non-technical position on another customer contract.
- (c) Accept lay-off out of seniority order, while preserving their recall rights.

10.04 Termination of Seniority

Employee status and seniority shall both terminate when:

- (a) an employee voluntarily terminates his employment;
- (b) an employee is discharged for a cause and is not reinstated through the Grievance Procedure;

- (c) an employee has been on lay-off for twelve (12) consecutive months;
- (d) an employee fails to report for work at termination of a Leave of Absence;
- (e) an employee retires;
- (f) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice;
- (g) an employee who fails to report for his first scheduled shift after he has been declared medically fit by his doctor to return to work.

10.05 The Company will post the seniority list every four (4) months and will provide the Union Officers and the Shop Committee with one (1) copy each. The Union will assist in determining the accurate seniority date of employees (i.e., employees hired on the same day). The seniority list shall state the date the employee was hired, the classification, and the date of any classification change.

10.06 Employees promoted to permanent Supervisor shall continue to accrue seniority within the Bargaining Unit for ninety (90) days. Such employees shall lose all seniority within the Bargaining Unit effective ninety-one (91) days after such promotion.

10.07 Temporary Upgrades

For temporary upgrades of Bargaining Unit members for the purpose of Supervisor relief, the Company and the Union shall meet to discuss the duration of assignment and the reason for same. The foregoing meeting shall take place prior to the position being awarded. Such assignments shall not exceed six (6) months in any calendar year. Extensions to said assignments will be made by mutual agreement.

10.08 Probation

The first six (6) months, excluding sickness and absence, of employment for all employees shall be a probationary period during which the Company may assess whether an employee is suitable to be retained. An employee shall be a probationary employee without seniority for the first six (6) months of employment, excluding sickness and absence.

10.09 Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by the article on seniority or an employee on Leave of Absence, as provided by the article on Leave of Absence, shall not be deemed to have separated from employment and shall not again be a probationary employee should he/she return to work.

ARTICLE 11 - LAY-OFF AND RECALL

11.01 Should cause such as fire, flood, explosion, 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 seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.

11.02 The Company shall notify the Union, in writing, as soon as possible prior to any lay-off. All employees shall receive at least two (2) weeks notice of any lay-off, except in the case of a lay-off as defined above.

Employees being laid off in an occupation will be called back in the reverse order they were re-classified with their accumulated seniority.

Should it become necessary to increase the number of employees in an occupation from where an employee has been laid off or has been displaced, the Company will recall the employees in the reverse order of their lay-off or displacement.

11.03 Recall shall be by Registered Mail to the address last filed by the employee with the Company. The Union shall receive a copy of each letter or recall. A previous employee with seniority must keep the Company informed of any change of address by Registered Mail.

11.04 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 have satisfied the Company that he/she is unable to return because of accident, illness, or other sufficient cause as mutually agreed to, he/she shall lose all seniority and his/her name shall be removed from the seniority list. All recall notices shall be mailed double Registered.

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 as mutually agreed to, 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.

ARTICLE 12 - HOLIDAYS

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

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday in August	Employee's Birthday
Labour Day	

12.02 If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift and classification in order of seniority. If insufficient volunteers are obtained, the Company may then assign the day off to employees on each shift and classification in inverse order of seniority. Employees who are either granted or assigned the day off will be advised, in writing, at least ten (10) calendar days in advance of the holiday.

12.03 When an employee is granted a day off in accordance with Article 12.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off the employee will be credited with eight (8) hours. When an employee works on a holiday, the employee will receive, in addition to his/her regular pay, pay equal to one and one half (1 1/2) times the length of the work day or eight (8) hours, whichever is the greater pay.

Part-time Employee Holiday Pay

Holiday off pay will be equal to twenty percent (20%) of the employee's weekly scheduled hours at the time of the holiday, providing the employee has completed at least thirty (30) days of employment.

Holiday worked pay will be paid an amount equal to one and one half (1 1/2) times the length of the work day, in addition to their regular pay, providing the employee has completed at least thirty (30) days of employment.

ARTICLE 13 - VACATIONS

13.01 An employee will receive annual vacation with pay as provided for in Article 13, according to his/her years of employment with the Company.

- (a) The vacation year will be January 1st to December 31st.
- (b) It is understood that there may be restrictions on the number of employees allowed to be off on vacation at the same time. Such restrictions will not be unreasonable and will be identified by the Company before employees select their vacation dates. There will be no total embargoes on vacation times.
- (c) Vacation times available to employees will not be affected by the vacations of other Company personnel working in other classifications. Furthermore, vacation dates, once confirmed, will not be changed by the Company, except in the case of an act of God or national emergency.

- (d) Should an employee with any outstanding vacation entitlement be placed on disability benefits, sick leave, or any other approved Leave of Absence, the employee will be given the option of either:
 - (i) Deferring the outstanding vacation which must be taken immediately following termination of the approved leave and prior to returning to work; or,
 - (ii) Being placed on “vacation” for the outstanding period prior to December 31st, in order to receive normal pay and extend the benefit period.

13.02 Employees who have completed less than one (1) year of continuous service by December 31st of each year will be granted vacation leave with pay in accordance with the following chart for each full month of continuous service up to December 31st.

Full Calendar Month of Continuous Service	Calendar Days of Vacation with Pay
1	1
2	2
3	4
4	5
5	6
6	7
7	8
8	9
9	11
10	12
11	13

Note: A full calendar month of service for vacation purposes will be credited if an employee commences Company service on the first working day of the month, provided all days of the month, before commencement of employment, are Statutory Holidays and/or regular days off in the employee’s work cycle.

Employees who have completed one (1) to five (5) years of continuous service by December 31st of each year, will be granted two (2) weeks (fourteen (14) calendar days) vacation with pay.

Employees who have completed six (6) to ten (10) years of continuous service by December 31st of each year, will be granted three (3) weeks (twenty-one (21) calendar days) vacation with pay.

Employees who have completed eleven (11) years or more of continuous service by December 31st of each year, will be granted four (4) weeks (twenty-eight (28) calendar days) vacation with pay.

13.03 The periods of vacation outlined in Article 13.02 will be exclusive of Statutory Holidays, which may occur during the vacation period.

In the event that a Statutory Holiday falls within an employee’s vacation period, the employee will have, unless otherwise agreed to locally, the option of:

- (a) Taking the day(s) in conjunction with the specific vacation period in which the Statutory Holiday(s) falls, provided the employee notifies the supervisor in writing.
- (b) Taking the day(s) at a mutually agreed to time within the calendar year after the Statutory Holiday(s) occurs.

In the event the compensatory day(s) cannot be granted by December 31st of the calendar year, the employee will be credited with eight (8) hours at straight time.

13.04 Selection

Vacation dates will be allocated in order of seniority within each classification.

- (a) No later than October 1st of each year, the Company will post a bulletin along with a seniority list showing each employee's total vacation entitlement. Should an employee be absent during the selection period, he/she will be contacted by the Company and said employee will advise the Company of his/her selection. Their selection and names will be noted on the bulletin.
- (b) Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31st.

Employees who expect to be absent during the selection period may advise the Company, in advance and in writing, as to their selection of vacation dates.

- (c) Should an employee fail to select his/her vacation dates by October 31st, he/she will be allowed a choice of available dates after all other employees' vacations in the location are allocated. If an employee has not selected their vacation by November 14th, the Company can assign the employee's vacation.
- (d) No later than November 15th, the Company will post a bulletin showing the allocation of vacation dates for each employee.

13.05 Waiting List

Vacation dates, which become available after the allocation of vacation dates, will be offered in order of seniority to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

13.06 Vacation Pay

Those employees resigning or discharged from the Company shall receive pay in lieu of accrued vacation.

- (a) At the option of the employee, vacation accrued but not taken by those employees who have been laid-off, will be paid with their final pay cheque.
- (b) Vacation pay will be the employee's regular rate of pay during the vacation period.

- (i) Vacation pay for an employee will be equal to the employee's scheduled weekly hours at the time the vacation is taken. If vacation is taken in single days, the vacation pay for each day will be equal to 20% of their weekly scheduled hours.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Voluntary Leave of Absence

When the requirements of the Company permit, an employee, upon written request through his immediate supervisor, may be granted a voluntary Leave of Absence without pay for a period exceeding fourteen (14) consecutive calendar days but not exceeding one (1) year. Such leaves, when granted, shall be without loss and with accrual of seniority. Time-off requests for less than fourteen (14) consecutive calendar days will be handled as a Time Card leave, and the employee will not be placed on Leave of Absence.

- (a) The granting of leave will not be unreasonably denied. Requests will be considered in order of seniority among those on hand in the base at the time of granting.
- (b) The Company shall inform the Union of all Leaves of Absence without pay granted by the Company.
- (c) The Company will indicate its approval of the leave in writing, including the commencement and termination dates, fourteen (14) or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company.
- (d) If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request, in writing by Registered Mail, to his/her immediate Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

Leave of Absence for Employees with Child Care Responsibilities

14.02 The Company may, upon written request, grant an employee a Leave of Absence without pay for family responsibility leave. Such requests will not be unreasonably denied and will be considered on a first come, first serve basis, amongst those requesting the leave at time of granting.

14.03 Maternity / Parental Leave

Employees will be granted leave of absence under the conditions provided for in Part III of the Canada Labour Code.

- (a) Employees shall be granted one (1) day off without pay in the week that the employee's spouse gives birth or on the day an adopted child is first brought home.

14.04 On request of the Union, the Company may grant a Leave of Absence, without pay, to officials of the Union or their delegates for participation in Union business provided that such Leave of Absence shall not exceed an aggregate of ninety (90) days in any calendar year for any such employee. Such Leaves of Absence are not to exceed two (2) weeks at any one time and shall be granted to officials or delegates, subject to operational needs, for the purpose of attending Trade Union conferences, training conferences, and training courses. Such Leaves of Absence shall be restricted at any one time to a maximum of 1:35 per classification.

- (a) Leaves of Absence for other Union business of five (5) or more Union members at one time shall be restricted to two (2) days. Such Leaves of Absence shall be restricted at any one time to a maximum of 1:35 per classification.
- (b) On request from the Union, the Company shall grant a Leave of Absence without pay to an employee for a period not exceeding four (4) years for full-time employment with 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. If benefits are continued the IAM & AW will only be billed for actual cost of benefit.

14.05 Sick Leave

An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed sick leave with pay as outlined in the following:

- (a) A full-time employee who has successfully completed his/her probationary period will be credited with twenty-four (24) hours sick leave and thereafter shall accumulate four (4) hours per full month of employment with a maximum accrual of two hundred and forty (240) hours.

A part time employee will be credited with sick leave hours on a prorated basis at the completion of probation, based on actual hours worked. Thereafter, he shall accumulate three (3) hours per full month of employment, up to a maximum accrual of two hundred and forty (240) hours.

- (b) Company personnel entering into a classification covered by this Agreement will be credited with sick leave with pay equal to the amount accrued prior to entering the scope of the agreement.

14.06 Bereavement Leave

An employee shall be granted, in the event of the death of the employee's spouse or common-law partner, the employee's father and mother and the spouse or common law partner of the father or mother, the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner, the employee's grandchild(ren), the employee's brothers and sisters, the grandfather and grandmother of the employee, the father and mother of the spouse or common-law partner of the employee, and the spouse or common-

law partner of the father or mother, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides, bereavement leave for a period not exceeding his/her three (3) regular working days falling within the five (5) day period immediately following the day of the death.

- (a) An employee who is entitled to bereavement leave under Article 14.06, herein, is entitled to such leave with pay at his/her regular rate of wages for his/her regularly scheduled hours of work.
- (b) An employee shall be granted, in the event of the death of any member of his/her extended family, bereavement leave without pay, on any of his/her regularly scheduled working days that occur during the three (3) days immediately following the day of the death.

The expression "extended family" means; brothers-in-law and sisters-in-law.

- (c) If an employee is called for a death in his/her extended family during his/her regularly scheduled shift, he will be granted permission to leave the Company premises immediately and may be paid for the remainder of his/her regularly scheduled shift.
- (d) In the event the death of a member of the employee's immediate family occurs, such employee may, depending on operational requirements, obtain an additional five (5) days Leave of Absence without pay to attend the funeral.
- (e) Should an employee be requested by the Company to provide satisfactory proof of a death in his/her family, he shall be obliged to do so in order to establish proper qualification for payment as provided for in Article 14.06 herein.

14.07 Call to Jury Duty

Employees called upon to perform jury duty or to be Crown witnesses shall be entitled to an authorized paid Leave of Absence, providing they have completed probation, and shall continue to accumulate seniority during their absence. The employee must present proof of Court allowance to the Company within five (5) days of receiving Court allowance. The Company will deduct on the next cheque the amount of the Court allowance.

ARTICLE 15 - GRIEVANCE PROCEDURE AND DISPUTE AND DISCIPLINE

15.01 Grievance means a disagreement respecting the interpretation of the application of the present Collective Agreement.

15.02 The Company and the Union emphasize the desirability of settling grievances promptly, thus reducing any possible cause of friction to a minimum.

Grievances shall be resolved as follows:

Step One:

Prior to filing a grievance, an employee should meet with his/her immediate Supervisor to attempt to resolve the matter. Such meeting should take place within seven (7) calendar days of the incident leading to the grievance. A Shop Steward will be present at the meeting.

Step Two:

Should the matter not be resolved at Step One, the employee may file a grievance in writing with the Manager of Services (if applicable) within seven (7) calendar days following the Step One meeting. The Manager of Services will respond, in writing, within seven (7) days following receipt of the grievance. If the Manager of Services position does not exist, the Step Two grievance will proceed to the Station Manager position, and will be considered Step Three of the process.

Step Three:

If the answer from the Manager of Services does not resolve the matter, then the matter will be referred to the Station Manager, in writing, within seven (7) days. The Station Manager will respond within seven (7) calendar days. The grievance may then be brought to arbitration in the manner provided in Article 17 herein if it is not resolved.

No Discussion With Grievor

The Company agrees that after a grievance has been initiated by the Union the Company's Representatives will not enter into any discussion or negotiation with respect to the grievance, either directly or indirectly with a grieved employee without the consent of the Union Representative.

The Company and the Union agree that no employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union.

- 15.03** Any collective grievance filed by the Union shall be submitted in writing to the Station Manager, or to his/her designee, within seven (7) calendar days of the incident, or the time the incident became known, which gave rise to the grievance. Should the grievance remain unresolved after Step Three, as specified above, it may then proceed to arbitration in the matter provided in the Article on arbitration herein.
- 15.04** Any employee who feels he/she has been disciplined or dismissed without just and sufficient cause, may file a grievance and the same grievance shall be processed at the first step of the grievance procedure provided for in Article 15.02, provided that the right to submit a grievance shall be deemed to be waived in the event the grievance is not submitted in writing within seven (7) calendar days after the disciplinary action or dismissal.
- 15.05** Notwithstanding the provisions above, in the case of the termination of employment of an employee during his/her probationary period, it is understood that the Company shall have no obligation to establish just and sufficient cause for such termination.

15.06 Any discipline or grievance not processed through the steps of the grievance procedure provided for herein and within the delays therein mentioned, shall not be considered a valid grievance and shall not be arbitrable.

15.07 The time limits provided for herein may be extended or reduced by mutual agreement in writing, between the Company and the Union.

15.08 Dispute and Discipline

An incident is a situation, which can give rise to disciplinary action and by extension, a grievance from the employee. Prior to any disciplinary action being taken, the Union will be notified and a Union Steward will be present for all meetings.

- (a) The Company agrees to conduct said hearing within seven (7) calendar days immediately following the day that the incident became known. The Company and the Union will mutually agree on the day and the time the hearing is to be conducted. If either the Company or the Union does not show up for such meeting, the grievance shall be settled in favour of the party that did show up for the meeting.
- (b) The Company agrees that any incident report, except counseling records, that may be raised shall not be placed on the employee's file unless, as a result of the hearing, disciplinary action is taken.
- (c) The Company will notify the Union and the affected employee or employees of their decision in writing within seven (7) calendar days of the hearing.
- (d) Written disciplinary actions will remain on an employee's personal file for up to two (2) years, provided the file is clear of any disciplinary action of the same nature.
- (e) In the event of the loss of a required driver's license, a reasonable effort will be made by the Company to accommodate the employee in another classification that does not require a driver's license, providing a vacancy exists in the applicable classification at the level which corresponds with their length of service. If an employee loses their license he/she must notify the Company immediately.

ARTICLE 16 - UNION MANAGEMENT RELATIONS

16.01 Union-Management Meetings

It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and Company and the establishment of mutual confidence and trust. To this end, joint meetings will be held on a monthly basis between Management and not more than three (3) Union Representatives to promote better communication, mutual respect and understanding, and to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale,

and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union/Management meetings, however, will not be considered as being in lieu of the grievance procedure.

16.02 Letters of Understanding

Any Letter of Understanding negotiated between the President of the Company or his/her designate and the IAM & AW will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

16.03 Time-Off – Union Representatives

The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels; the Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process, it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs, and to obtain permission for the time required from their immediate supervisor/manager and the supervisor of the employee(s) involved. Additionally, the Union representative will notify their supervisor when returning to duty.

16.04 Except for meetings involving the Company (with the exception of meetings for the negotiation of a renewal of this Agreement) for which the Company will absorb the cost, the Union will bear the cost of the scheduled time lost by Union members and representatives while participating in activities authorized by the Union. The Local Union will be billed for the time off except in those cases where the Company has agreed to absorb the cost. In either case, the employees involved will not be debited or removed from the payroll.

16.05 Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.

16.06 The Company shall release up to three (3) representatives for negotiations concerning renewal of the Collective Agreement. The Union shall reimburse the Company for time clearance incurred during negotiations with the Company.

16.07 The Union will advise the Company of the names of its elected or appointed representatives.

16.08 Bulletin Boards

The Company will provide enclosed lockable bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. Such

notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the Station Manager.

16.09 Data to be Supplied to Union

With each remittance required under Article 18.01, the Company will supply the Union with a list containing the following information:

- Employees by classification, status and rate of pay
- Employees on lay-off or Leave of Absence
- Newly hired employees
- Employees who have resigned
- Addresses and telephone numbers (provided to District Lodge 140)

ARTICLE 17 - ARBITRATION

17.01 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.

17.02 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 previous articles hereof. After exhausting the Grievance Procedure established by this Agreement, either party may notify the other in writing of its desire to submit a matter or question as provided in this article to arbitration. The notice shall be delivered to the other party within fourteen (14) calendar days of the reply under the Third Step of the Grievance Procedure.

17.03 The Company and Union shall name an Arbitrator from the following list:

- Vince Ready
- Bob Blasina
- Ron Keras
- Bruce Greyall

17.04 The Arbitrator shall hear and determine the matter or question. The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the Arbitrator.

17.05 The proceedings of the arbitration shall be expedited by the parties hereto.

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

17.07 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 and shall be acted upon no later than fifteen (15) working days after receipt of the award.

17.08 The parties shall each pay one half (1/2) of the expenses of the Arbitrator.

17.09 Limitations

The grievance shall provide an adequate statement of the alleged violation and indicate the relief sought.

17.10 In a grievance of disciplinary measures including a suspension and dismissal case, the Arbitrator may maintain, cancel, reduce and determine the condition of reinstatement including compensation, should he/she come to the conclusion that the action taken is unjust and/or unreasonable.

ARTICLE 18 - UNION DUES AND UNION MEMBERSHIP

Deductions shall commence on payroll for the first pay period of the calendar month, following completion of thirty (30) calendar days, after date of employment in a position covered by this Agreement, but in no case shall deductions commence earlier than the payroll for the first pay period of the calendar month following completion of thirty (30) days after the date of the last entry into the Company. Union Dues will be deducted weekly.

The Company shall forward the money deducted as Union Dues to the Secretary-Treasurer of the National office of the IAM & AW District Lodge 140, no later than the tenth (10th) day of the following month. The amount of Union Dues to be deducted by the Company will be advised by the Union.

If the wages of an employee payable on the payroll for the last pay period of any week 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 week. The Company shall not carry forward and deduct from any subsequent wages the dues not deducted in an earlier week if the employee did not have sufficient wages payable to him on the designated payroll.

ARTICLE 19 - STRIKES AND LOCKOUTS

19.01 During the term of the present Agreement, the Union agrees and undertakes that there shall be no strike of any form, for any reason whatsoever, nor any total or partial stoppage or slow-down of work by the employees of the Company and members of the Union, nor any form of picketing directed against the Company. Therefore, the Union undertakes and warrants that, during the term of the present Agreement, no officer or representative of the Union shall authorize, encourage instigate, promote, condone, or otherwise assist in any kind of strike, boycott, slow-down, or picketing. Similarly, the Union undertakes that no employee covered by the Agreement shall, during its terms, encourage or engage in any strike, boycott, slowdown, picketing or other intentional interruption or curtailment of work against the Company. However, it is understood that District Lodge 140 has a Policy that reads: Work normally performed by a member, of District Lodge 140 deemed to be struck work as a

result of an authorized strike under the Machinists' Union Constitution, will not be done by another member of District Lodge 140.

19.02 In the event of a supposed violation of Article 19.01 by an employee, said employee will be subject to dismissal or to any other disciplinary action the Company might deem necessary. In such an event, the employee concerned may avail himself of the grievance procedure, except that the Arbitrator's jurisdiction shall be limited exclusively to determining whether or not the employee did, in fact, violate the provisions of Article 19.01.

In the event the Arbitrator determines that the employee did, in fact, violate the provisions of Article 19.01, the Arbitrator shall maintain whatever disciplinary sanction was imposed. Where the Arbitrator determines that the employee did not, in fact, violate the provisions of Article 19.01, he shall annul whatever disciplinary sanction was imposed, and order reinstatement, if need be, with full compensation for any lost wages and benefits as a result of the disciplinary action imposed.

19.03 During the term of the present Agreement, the Company agrees, undertakes, and warrants that it shall not lockout in any way, for any reason, the employees covered hereby nor seek in any manner, to frustrate the basic purpose of this Agreement.

19.04 The Company agrees that no employee covered under the Collective Agreement will be obliged to perform work for a customer whose employees are on a legal strike and such work is normally carried out by the striking employees. However, in the event a customer of the striking airline gives the Company a signed contractual commitment, the employees will undertake the work involved as for a normal customer.

ARTICLE 20 - HEALTH AND SAFETY

20.01 The Union, the Company, and the employees agree to encourage occupational health and safety, in compliance with current laws and regulations.

It is each employee's responsibility to promote a healthy and safe work environment. Each employee, as well as each shop steward, shall have the obligation to report to the Company and/or to the Union any situation he/she considers to be a health and safety hazard.

20.02 The parties in this Agreement agree to set up a Health and Safety Committee with the same powers and obligations as those provided for under the law. This Committee shall consist of two (2) members appointed by the Union and two (2) representatives appointed by the Company.

20.03 The Health and Safety Committee shall hold at least one (1) meeting per month during working hours. It will also meet in cases of emergency or exceptional circumstances outside working hours.

- 20.04** The Health and Safety Committee members may take time-off work to carry out their functions on the Committee, in particular to attend meetings. The hours devoted to these functions are considered as time worked for the purposes of calculating the salary owed to them.
- 20.05** No member of the Health and Safety Committee is personally liable for acts or omissions done in good faith in the exercise of the powers conferred upon him under the present Article.
- 20.06** Subject to the foregoing, the Health and Safety Committee may set its own rules on the duration of its members' mandate (not to exceed two (2) years, renewable), the date, place, and frequency of its meetings, and any other procedure it considers useful to its functioning.
- 20.07** At the time of a physical accident, or accident involving equipment, the Health and Safety Committee representative must be present or, failing so, the steward on duty. Should the representatives be absent, the Company shall nonetheless proceed with the investigation. A copy of the accident-investigation report shall be provided to the Health and Safety Committee and to the employee involved in the accident, if he so requests.
- 20.08** **Reintegration Following a WCB Approved Workplace Injury**
In accordance with the Company's needs and subject to an agreement between the Company and the Union, an employee may, depending on the case, be preferably assigned to a work location likely to facilitate his reintegration. In some cases, this may mean daily or weekly schedules that are shorter than normal.

ARTICLE 21 - HARASSMENT

21.01 Employee Rights and Company Responsibility

No employee shall be subject to pressure, constraint, or discrimination at work or in activities linked to work, that is likely to compromise the employee's dignity or could have an impact on job security/employment by creating an environment that is intimidating, embarrassing, humiliating, or offensive, as established under the Charter of Rights and Freedom and the Canada Labour Code.

Definitions

21.02 Sexual Harassment:

Is defined as any conduct, comment, gesture, or contact which, sexually, is likely to offend or humiliate an employee or which may be reasonably interpreted by the latter as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

21.03 Personal Harassment:

Is defined as any discrimination on the basis of race, national or ethnic origin, colour, religion, age, gender (including pregnancy and delivery), family status, marital status, sexual orientation, or disability.

Complaints

- 21.04** An employee who believes he is a victim of sexual or personal harassment may lodge a written complaint with his supervisor and/or the Human Resources Department or submit a grievance at any level of the grievance procedure. The Company agrees to keep any information relating to this complaint confidential.
- 21.05** An employee who believes he/she is a victim of sexual harassment may file a complaint in accordance with the provisions of the Canadian Human Rights Act and/or the Canada Labour Code.

ARTICLE 22 - BENEFIT AND INSURANCE PLANS

- 22.01** With the exception of mutual agreements between the Company and the IAM & AW, the Company agrees to maintain the level of, and the ratio of, Company/employee contribution to the various benefit and insurance plans, including: Life, Accidental Death and Dismemberment, Weekly Indemnity, Long Term Disability, Extended Health Care and Dental, BC Medical Plan, and parking costs.
- 22.02** Employees on a Leave of Absence without pay or on lay off may continue their participation in benefit and insurance plans within the time limits of the various plans. In addition to their share, these employees will be responsible for the Company's share of the premiums for such plans in accordance with arrangements made between the Company and the employee.
- 22.03** The participation of employees in benefit and insurance plans will not be affected when their hours are reduced by the Company to less than twenty (20) hours per week. However, under no circumstance will an employee be allowed to participate in the Plans if they shift trade their hours below nine (9) hours per week.
- 22.04** The dental and health insurance of laid-off employees will continue to the end of the month the lay-off occurred.
- 22.05** **Vision Care**
The Vision Care Plan will be provided for a bi-annual benefit of seventy-five dollars (\$75.00) for employees and dependants effective with claims submitted after the date of ratification.

ARTICLE 23 - GENERAL

23.01 Work Clothes and Uniforms

Employees are provided, at no cost, with a sufficient supply of work clothes or uniforms with items damaged or worn out at the workplace replaced at no cost. Lost items are replaced at full cost to the employee. Needed alterations, as determined by the Company, to the initial issue of work clothes and uniforms,

which are required for size, will be at no cost to the employee. Employees that leave the Company (voluntarily or involuntary) will be required to return all Company issued uniforms or reimburse the Company for missing items.

The following items will be provided every two (2) years to employees:

- One (1) uniform sweater/blazer
- One (1) set of ear protectors
- Two (2) pairs of pants
- Four (4) shirts either long sleeve or short sleeve (employee's option)

23.02 Dry-Cleaning Allowance

The Passenger Services Category who have uniforms which require dry-cleaning will receive a dry-cleaning allowance of ten dollars (\$10.00) for every one hundred and sixty (160) hours worked.

23.03 Severance

The Company will compensate permanently laid off employees in accordance with Canada Labour Code.

ARTICLE 24 - RENEWAL, AMENDMENT AND TERMINATION

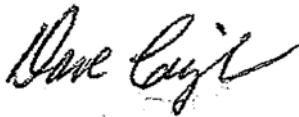
Except as otherwise provided herein, this Agreement shall be effective January 15, 2010 and shall continue in full force and effect until January 14, 2013. Thereafter the Agreement shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement 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.

IN WITNESS WHEREOF the parties have executed and SIGNED this Agreement at:

RICHMOND, BRITISH COLUMBIA, this 9TH day of MARCH, 2010.

FOR THE COMPANY:

WORLDWIDE FLIGHT SERVICES INC.



**Dave Cunningham,
Assistant Vice-President,
Labour Relations**

FOR THE UNION:

IAM & AW, DISTRICT 140



**Todd Haverstock,
General Chairperson,
Transportation District 140, IAM & AW**

LETTER OF UNDERSTANDING (LOU)

BETWEEN

WORLDWIDE FLIGHT SERVICES

AND

IAM & AW - YVR

All employees that were at pay scale maximum as of January 14, 2010 will be paid a lump sum signing bonus of two hundred and fifty dollars (\$250.00).

All other employees on payroll as of date of ratification will be paid a lump sum signing bonus of one hundred dollars (\$100.00).

All employees that are at pay scale maximum as of January 14, 2011 will be paid a lump sum bonus of two hundred and fifty dollars (\$250.00).

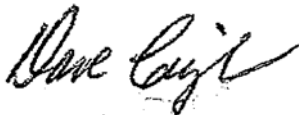
All other employees on payroll as of January 14, 2011 will be paid a lump sum bonus of one hundred dollars (\$100.00).

All employees that are at pay scale maximum as of January 14, 2012 will be paid a lump sum bonus of two hundred and fifty dollars (\$250.00).

All other employees on payroll as of January 14, 2012 will be paid a lump sum bonus of one hundred dollars (\$100.00).

Employees that are on Leave of Absence as of the date of bonus eligibility will be paid the bonus(es) upon return from Leave of Absence.

WORLDWIDE FLIGHT SERVICES INC.



**Dave Cunningham,
Assistant Vice-President,
Labour Relations**

IAM & AW, DISTRICT 140



**Todd Haverstock,
General Chairperson,
Transportation District 140, IAM & AW**