

COLLECTIVE AGREEMENT

BETWEEN

PENAUILLE SERVISAIR INC.
(Hereinafter known as the “Company”)



AND

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

LOCAL LODGE 2413

(hereinafter known as the “Union”)



**OTTAWA
TERM OF AGREEMENT**

JANUARY 1, 2007 TO DECEMBER 31, 2009

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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 exclusive collective bargaining agent for its hourly rated employees at Ottawa International Airport, except office and supervisory employees, in accordance with the Certificate of Recognition issued by the Federal Labor Board.

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 twenty-four (24) hours 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.
 - (d) When an employee is to be suspended from work as a disciplinary measure, the action will be taken within seven (7) working days, unless otherwise mutually agreed, after the circumstances giving rise to the suspension came to the attention of the Company. As used in this Section, the term "working days" shall mean actual days worked by the employee involved.
 - (e) 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.
- 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.

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, color 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 monthly dues deducted from their wages as a condition of employment. The dues collectible under this constitution and by-laws of the Union, shall be deducted weekly from the wages due each employee.
- The Company agrees to deduct authorized initiation fees from new members of the Union.
- The Company agrees to remit monthly to the Union, the dues and initiation fees that are deducted.
- 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 the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Employer in such month. Should wages be sufficient in succeeding months the Company, without obligation or financial penalty will make such double deductions as required to recuperate the shortfall, this will include employees that have been on a leave of absence. In addition the company will make additional deductions as requested by the Secretary Treasurer of the Local Lodge to cover the issuing of Unemployment Stamps for employees that have been away from the work place due to sickness, WSIB, and maternity leave.

- 4.07 Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.
- 4.08 Payroll deductions required by Law, deduction of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance shall take precedence over deduction of Union Dues where the wages payable are insufficient to permit the deduction of Union Dues.

ARTICLE 5.00 - STRIKES AND LOCK OUTS

- 5.01 This Agreement provides for the just settlement of disputes of any nature whatsoever which may arise between the parties hereto and binds them to accept and abide by the decision of arbitration should the parties fail to settle any dispute by negotiations: and
- 5.02 It is therefore solemnly promised and agreed by the parties hereto that during the life of this Agreement or while negotiations for its amendment or renewal are in progress there shall be no strikes, slowdown, stoppage of work or other interference with production by the employees hereby covered nor any 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 employees 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.

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 REPRESENTATIVE

- 8.01 The Union shall name a shop committee of not more than seven (7) members who shall be employees of the Company covered by this Agreement. However, a maximum of four (4) members shall attend any meeting between Management and Union.
- 8.02 Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Committee who shall meet as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only Shop Committee members, a Business Representative, and/or an International Officer of the Union shall be present at such meeting with the Company.
- 8.03 (a) The Union may designate and the Company shall recognize Shop Stewards and Chief Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and Chief Steward and the work area the Union has so designated him.
- (b) The Union shall designate a Health & Safety representative who will meet monthly with the local Company H&S representative.” These two (2) individuals will form the LMSC. Should the Company business expand and increase the number of employees and management staff the Parties may mutually elect to increase the size of the Committee provided it always maintains equal representation from the Union and Management.
- The Committee shall develop and maintain an accident prevention program. This joint committee shall meet at least once each month to have periodic tours of the areas of the Company in order to check on possible health hazards. The Committee will meet on any lost time accident to investigate, with a view to implementing measures to prevent accidents of the same nature. The Company agrees to abide by the Canada Labor Code in all matters of safety.
- 8.04 The Company recognizes that the necessity for performance by a Shop Steward or Chief Steward of the functions provided by Article 9.00 hereof for settlement of a complaint or grievance, can commonly 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 Shop Committee, Shop Stewards and Chief Stewards shall perform the functions herein provided in such manner as to promote good order, labour harmony and shop discipline and with the least possible interference with the regular duties of their employment.

ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES RESOLUTION

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 immediate supervisor (first step grievance procedure hereunder) within seven (7) working days of the cause of complaint or right to grieve shall be deemed waived.

9.02 Grievance Procedure - First Step

An employee who has a complaint shall discuss it with the immediate supervisor and with his Shop Steward with a view to prompt and fair adjustment.

9.03 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance, they may be requested to attend.

9.04 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 seven (7) days, he may state his grievance in writing in quadruplicate on the appropriate form and the Shop Committee shall present it to the Station Manager or his designated representative. Within three (3) working days thereafter or within such longer period as may be agreed, the Shop Committee and the Business Representative shall meet with the Station Manager or his designee to attempt to adjust the grievance. Within seven (7) days following this meeting, the Station Manager or his designee shall deliver to the Union his answer in writing.

9.05 Grievance Procedure - Third Step

Should the Union consider that a just settlement has not been found, it may present the grievance to the Company's Labor Relations Department within ten (10) working days after the date of the decision rendered in the second step. Within ten (10) working days thereafter, the Labor Relations Department shall present the Company's final decision in writing to the Union.

9.06 Settlements Relating to Classifications

Any change in an employee's classification made in settlement of a grievance shall

take effect at the beginning of the next pay period following the date on which the grievance was presented in the Second Step, as provided by Section 9.04 unless some other date shall be agreed to in the settlement.

9.07 Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.

9.08 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 ten (10) working days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

9.09 All employees including probationers shall be given written reasons for discipline or dismissal at the time of such action is taken and copies shall be supplied to the Union.

9.10 (a) Any employee who has been suspended or dismissed will be given an opportunity to have a private interview with his Steward at a place designated by the Company.

(b) The Company shall not discipline or dismiss employees except for just cause, and the absence of seniority is a factor which must be taken into account.

9.11 An employee with seniority 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 9.04 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) working days after the separation of employment or aforesaid disciplinary action.

9.12 Failing settlement by the said grievance procedure, a grievance regarding discipline or dismissal may be submitted to arbitration as provided by Article 10.00 hereof, and the arbitrator shall make such settlement as he deems just.

9.13 (a) An employee must be advised of any written report on his personal file and shall have the right to reply within seven (7) days to such written report. Such reply shall become a part of the employee's personal file so long as such written reports remain in the file. Employee shall have the right to see their personal file upon request.

(b) Observation complaints, memorandums, reminders, etc. issued to an employee in connection with his work performance shall not become part of the employee's disciplinary record.

(c) Disciplinary letters shall be removed from an employee's personnel record after a period of twelve (12) months for minor items, i.e. not a suspension or discharge and after eighteen (18) months for major items, i.e. suspension or discharge from the date of issue and shall not be used in any disciplinary matters including arbitration, once such letters are removed, provided such employee's record is clear of any reprimands or warnings for the eighteen (18) month period.

(d) Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.

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 five (5) working days after notice of intent to arbitrate has been given as provided in Section 9.08 hereof, the Company and the Union shall attempt to jointly name an arbitrator. No person shall be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.04 The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 10.05 If the parties fail to reach agreement on an arbitrator within two (2) days or within such longer period as they may mutually agree upon, the Federal Minister of Labor shall appoint an arbitrator.
- 10.06 Such arbitrator shall not have any authority to add, subtract, alter, amend or extend the provisions of the agreement, nor substitute their discretion for Management's discretion. However, such arbitrator in cases of employment suspension, discipline or dismissal shall have the right to uphold, amend or rescind the Company's decision if he finds them unjustified. The arbitrator will have the right to award any compensation limited to the normal wage earnings to a maximum of forty regular

hours per week that may have been lost by the employee or ordinary reinstatement, total or partial, or any right or privilege granted by this Collective Agreement.

- 10.07 The proceedings of the arbitration shall be expedited by the parties hereto.
- 10.08 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.
- 10.09 The parties shall each pay one-half of the expenses of the arbitrator.

ARTICLE 11.00 - PROBATION

- 11.01 The first sixty-five (65) days worked 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 shall advise the union of areas of concern before the termination is done.
- 11.02 An employee shall be a probationary employee without seniority for the first sixty-five (65) days worked of employment by the Company provided that absence with or without leave shall not be included in the said sixty-five (65) days worked.
- 11.03 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 Article 13.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

ARTICLE 12.00 - SENIORITY

- 12.01 On the date of completion of his probationary employment, an employee shall have ninety (90) days seniority in the company and thereafter, shall accrue seniority as provided herein.
- 12.02 Subject to Section 12.03 and 13.05, an employee's seniority shall pertain solely to his classification - the classifications which the parties have hereto agreed upon for this purpose are listed in Appendix "A" of this Agreement.
- 12.03 (a) Should an employee be permanently transferred from one classification to another classification, his seniority shall continue to pertain to his old classification for a period of sixty (60) calendar days after which, if the

transfer remains in effect, his seniority shall pertain to his new classification.

- (b) Employees temporarily transferred to a higher classification shall not accrue seniority in that classification for the temporary period, but shall receive the rate of pay for such classification. Employees temporarily transferred to a lower classification shall continue to accrue seniority in their own classification and receive their normal rate of pay. Such employees shall retain any accrued seniority in any previous classification.

12.04 Accrual of Seniority Under Lay-Off

An employee who has been laid off shall continue to accrue seniority as provided by Section 12.00 hereof including for pay purposes.

12.05 Loss of Seniority

An employee shall forfeit all seniority:

- (a) should he be granted leave of absence for more than sixty (60) days except as specified in Article 14.00.
- (b) should he be absent for three (3) consecutive working days without reporting to the Company and without reasonable explanation, or
- (c) should he voluntarily quit his employment, or
- (d) should he be dismissed for just cause, or
- (e) should he fail to respond to recall pursuant to Section 13.07 or 13.08 hereof, or
- (f) should he not return to work within the time limit pursuant to Section 13.05 hereof, or
- (g) if he accepts employment during the period of leave of absence or
- (h) if retirement age of 65 is reached (Subject to Federal Legislation).
- (i) an employee who fails without reasonable cause to participate in a return to work program.

12.06 Restoration of Seniority

By agreement of the parties hereto seniority may be restored in whole or in part to an employee who has completed probationary employment as provided by Section

11.00 hereof or to any person who has lost seniority for cause provided by Section 12.05 hereof.

12.07 Salaried Employment

Subject to all provisions of this Section 12.00 seniority shall be retained by an employee who hereafter is transferred to salaried employment as a supervisor directly supervising employees under this Agreement.

There shall be no further accrual of seniority under this Agreement.

12.08 The Company shall maintain and post seniority lists. In addition to the seniority lists posted, the Company will provide the Union with two (2) seniority lists quarterly. One to the Shop Committee and one to the Union office. However, it shall be the responsibility of each individual employee to ensure that this seniority as listed is correct. The employee shall have thirty (30) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will stand as is.

Furthermore the Company will prior to the posting verify with the Union the proposed seniority list.

12.09 The Company agrees to establish a seniority list for part-time employees on the following basis:

1. A part-time employee's actual date of hire will be used for the following:
 - (a) vacation bids
 - (b) filling of Temporary/Full-Time positions as they become available.
 - (c) Full-time employees will use date of hire for shift bids and vacation picks.

12.10 (a) Classification Seniority shall be used for assignment to training, lay-off and recall.

(b) Company Seniority shall be used for any other matter (date of hire).

12.11 (a) Subject to Section 12.02 herein, in the event of a lay-off, the least senior employee in the affected classification shall be declared surplus to that job.

(b) Any such employee having seniority in a lower paid classification covered by this agreement shall have the right to resume a position in such lower classification. Such employee shall be entitled to claim seniority in that classification dated from their original date of appointment. Aircraft

servicemen may exercise displacement rights in the groomer classification in the event of a reduction in force of aircraft servicemen even though they may not hold any previous seniority as a groomer.

- (c) If as a result of claiming such position there then exists a surplus of employees in the lower classification then the least senior employee in that classification shall be declared surplus and so on until the persons laid off are the most junior in the lowest classification.
- (d) Employees who hold no seniority in any previous classification shall be eligible to be considered only where a vacancy exists and provided he has the necessary qualifications to perform the work. If no vacancy exists he shall be laid off with recall rights in accordance with the terms of this agreement herein.

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 seniority with forty-eight (48) 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 employees affected shall be recalled by seniority.
- 13.02 Lay-off for Extended Periods

Shall be any lay-off other than as defined in 13.01. In the event of lay-off, seniority as defined in Section 12.02 hereof, shall determine the employees to be retained.
- 13.03 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days notice of any lay-off, except in the case of lay-off as defined in 13.01.
- 13.04 The Shop Committee Chairman shall have top seniority in his classification for purposes of lay-off only, and shall be retained in employment regardless of seniority so long as there is work available that the employee is competent to perform.
- 13.05 An employee who has been laid-off shall be listed according to seniority after the date of lay-off, and remain on the seniority list for recall for a period equal to his total continuous employment with the Company prior to lay-off to a maximum of two (2) years. If not recalled to work during that time, his name shall then be

removed from the seniority list referred to in 12.08.

- 13.06 When work is available in any classification from which there has been a lay-off, seniority shall determine the employees to be recalled. Every previous employee then having seniority in the said classification shall be recalled before any other person is transferred into or hired into it.
- 13.07 Recall shall be by registered mail, e-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 made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 13.08 If within three (3) working 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 or if within ten (10) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.
- 13.09 The Company agrees to maintain the twelve (12) employees that are currently in the "red circle" with a provision to guarantee twelve (12) full-time positions for the life of the Collective Agreement based on the current de icing and flight activity. Any alteration to the present activity will negatively impact the numbers.

This Article is subject to normal attrition, including Resignations and terminations.

A list naming the twelve (12) above mentioned employees shall be held jointly by the General Manager and Shop Chairperson. No employee whose name is not on this list will be eligible for entry to this list.

ARTICLE 14.00 - LEAVE OF ABSENCE

- 14.01 Leave of absence without pay may be granted by the Company upon two weeks written notice except in special circumstances, for a period not exceeding sixty (60) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority.
- 14.02 The Company shall inform the Union of absence without pay granted by the Company for more than sixty (60) calendar days. Such leave of absence shall occasion loss of all seniority.
- 14.03 (a) On request of the Union, the Company may grant 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 sixty (60) 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 two (2) employees.

(b) The Union Negotiating Committee shall be granted the time off work necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement. The negotiating committee not to exceed three (3) employees whose names are to be submitted to the Company in writings.

14.04 An employee who as completed the probationary period shall be granted sick leave, without pay, for a period equal to the seniority held at the time the illness occurred, to a maximum of thirty-six (36) consecutive months. Proof of illness shall be supplied to the Company each thirty (30) days thereafter. Seniority shall accrue during such illness.

14.05 Female employees with seniority shall be granted maternity leave for pregnancy as specified in the Canada Labor Code.

14.06 Employees shall be granted childcare parental leave in accordance with the Canada Labor Code.

ARTICLE 15.00 - JOB POSTING

15.01 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, but as between two persons of approximately equal standings based on the above factors, seniority shall govern.

15.02 All bargaining unit vacancies will be posted for a period of five (5) days on Company bulletin boards. If no suitable applicants are brought forward by this posting within the five (5) days specified, the Company will fill the vacancy by such other means as it may deem fit.

15.03 Employees who are on vacation during the posting period will have three (3) days after their return to bid the opening.

ARTICLE 16.00 - POSTING NOTICES

16.01 The Union may post notices concerning the Union meetings and activities at specific places on the Company premises, subject to Company approval.

ARTICLE 17.00 - HOURS OF WORK AND SHIFT ARRANGEMENT

17.01 (a) 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. However, the Company and the Union Committee will endeavor to prepare shift schedules to the best mutual advantages for each department.

(b) Lateness deductions shall be made as follows:

- 0 to 5 minutes - no deduction
- 6 to 17 minutes - 15 minutes deduction
- 18 to 35 minutes - 30 minutes deduction

Such deductions shall not in any way be taken to condone tardiness.

(c) To maintain their fulltime status any Full Time Employees must work a minimum of 80% of their regular scheduled shifts.

17.02 (a) For part-time employees covering full-time shifts due to illness, injury, vacation etc. overtime rates shall not apply for shift coverage for shifts longer than eight (8) hours except as applicable to the full-time employees working those shifts.

(b) Hours of Work

The regular full-time workweek shall consist of forty (40) hours inclusive of one (1) paid half-hour (.5) uninterrupted meal period each day.

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

- i) Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off.
- ii) Four (4) consecutive ten (10) hour days followed by three (3) days off (two (2) to be consecutive).
- iii) Six (6) consecutive eight and one-half (8.5) hour days followed by three (3) consecutive days off.
- iv) Any other shift rotation the as mutually agreed.

The full-time complement in each department will solely be determined by airlines' schedules. Any eight (8) consecutive hour requirement in one (1)

day for five (5) consecutive days or ten (10) consecutive hour requirement in four (4) consecutive days shall constitute a full-time position.

- (c) While efforts will be made to schedule meal breaks as close as possible to normal meal periods, it is recognized that this may not be possible on occasions either due to workload or special operational circumstances.
- (d) In the event an employee misses his meal break due to requirements of the service, he shall be paid the half-hour at time and one-half (1.5) his regular hourly rate in addition to his normal eight (8) hours pay.

17.03

- (a) The regular schedule of shifts shall be posted and copies supplied to the Union. When it is necessary to change shift schedules to allow for changes in airline schedules, forty-eight (48) hours notice shall be given to the Union, and the Union will be afforded the opportunity to discuss the change prior to its inception. Shift schedules will normally be published to cover a minimum period of four (4) weeks.
- (b) Variations in shifts and hours of work may be agreed to between the Company and Union Shop Committee.
- (c) The present practice of shift bidding by seniority shall continue so long as in the opinion of the Company the efficiency of the operations is not diminished on any particular shift by such bidding.

17.04

- (a) When an employee is required to change from one regularly scheduled shift to another, the Company will give a minimum of twenty-four (24) hours' notice.
- (b) The Company will advise the employees affected by schedule changes of as much notice as possible either by phone or personal contact.

17.05

Part-time Employees

- (a) A part-time employee shall work under a pre-determined schedule which shall have been issued at least forty-eight (48) hours in advance. Exceptions are allowed when there are insufficient regular employees available to perform the work.
- (b) With the exception of the period of June 1 to September 30, the Company may schedule Part Time employees up to forty (40) hours per week for vacation, sickness and injury coverage only.
- (c) Part-time employees are covered by Article 4.00 of this Agreement.

- (d) The minimum part-time scheduled shift will be four (4) hours unless the Company loses business from its base as of the date of ratification in which case the Company may elect to make the minimum shift three (3) hours. The Company agrees to discuss alternatives with the Union prior to invoking this provision.
- (e) Overtime will be assigned to part-time employees in accordance with Article 18.01 (c). An overtime book shall be used to allocate overtime assignments in the same manner as is used for full time overtime allocation.
- (f) Overtime pay shall be at one and one-half (1.5) times their regular hourly rate for all hours worked in excess of eight (8) hours in a day or on a call in. For anyone hired after Jan 1 2004 a call in will be paid at straight time.
- (g) Part-time employees shall be excluded from Article 21.01 with the exception of 4% of their gross earnings after each year of employment as vacation pay.

ARTICLE 18.00 - OVERTIME & SHIFT PREMIUM

- 18.01
 - (a) The Union recognizes the necessity of overtime work in the airline industry and agrees to cooperate with the Company in this respect.
 - (b) The Company will offer overtime within each classification on a seniority basis.
 - (c) Priority order for any overtime will be given to those employees's whose names are in the overtime book. Dependent upon requirements, overtime will be offered to employees in the following order:
 - (i) Those employees currently on shift.
 - (ii) Call-in overtime shall be offered to all full-time employees prior to being offered to any part-time employees.
- 18.02 No overtime shall be worked except by direction of the proper supervisory personnel or in the absence of the supervisor, the lead hand. Any employee who has not been notified by the Duty Supervisor that he is required to work overtime will leave at his normal quitting hour.
- 18.03 No employee shall be required to work overtime against his wishes unless:
 - (a) no other qualified employee whose name is on the appropriate rotational list will work the overtime on a voluntary basis and,

- (b) in the opinion of the supervisor, based on circumstances existing at the time of the decision, the work is urgently required and there is no other reasonable alternative. However, consideration should be given to the employee's prior commitments when making such assignments.
- (c) in any event no employee shall be required to work in excess of one (1) hour against their wish.

18.04 The Company will notify employees of overtime requirements in advance, whenever possible, two (2) hours before the end of shift, and two (2) hours in advance of call-in.

18.05 The minimum payment for authorized overtime shall be one-quarter (1/4) hour.

18.06 Employees shall be compensated for authorized overtime as follows:

- (a) All authorized overtime will be calculated at time and one-half (1.5).
- (b) For authorized overtime worked on scheduled days off, time and one-half (1.5) shall be paid.

18.07 Employees not on the payroll as of January 1 of each calendar year and who work on a statutory holiday listed in Article 19.00 shall be compensated at time and one-half for all hours worked on a statutory holiday.

18.08 An employee who works overtime prior to or following his regular shift in excess of three (3) hours shall be allowed a thirty minute meal break (paid).

18.09 An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours of work at the appropriate overtime rate.

18.10 The Company shall not sub-contract work out that is normally performed by members of the bargaining unit until all competent qualified employees have been given an opportunity to perform the work (except millwright).
(See L.O.A. # 14 re: Painter).

18.11 Employees physically working the designated midnight shift will be paid a midnight shift premium of \$0.35 per hour in addition to the employee's regular hourly rate for all hours worked on such shift. The Shop Committee and the Company shall by mutual agreement designate the official midnight shift as required from time to time, contingent upon shift schedule changes.

18.12 Except for unforeseen operational emergencies no employee will be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period. The shift steward will be advised prior to such action to allow time for any alternate arrangements to be made.

18.13 Time Bank (formerly 21.06)

- (a) Effective with the ratification of this Agreement each employee shall have the option to participate in 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 shall be bound by that decision for the life of this Agreement.
- (b) Credits in the time bank will be subject to the following provisions:
 - (l) The total hours in time bank cannot exceed eighty (80) hours per year for full-time employees and forty (40) hours for part-time employees.
- (c) Any employee opting in to the Time Bank must have their overtime credits at the maximum (either 80 hours or 40 hours, whichever applies) after which they will then be paid overtime pursuant to Article 18.00 herein.
- (d) For credit purposes, all overtime hours shall be converted to straight time hours based on the regular overtime payments for overtime worked in Article 18.00 herein;
 - E.g. Full-time - 4 hours of overtime =6 straight time hours
 - Part-time - 4 hours of overtime =6 straight time hours.
- (e) Employees may withdraw time banked hours in minimum units of eight (8) hours with thirty (30) days prior request by an employee.
- (f) All banked hours shall be paid at the rate earned at the time the credit was earned regardless of any wage increases occurring in the interim period between earning the credit and liquidating the hours.
- (g) A full-time employee must use a minimum of 40 hours of banked time during the year and the employer will only be required to pay out up to a maximum of 40 hours for any one (1) year.

Banked hours beyond forty (40) shall not be carried over from year to year. If any 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.
- (h) Time Bank hours cannot be used to supersede annual vacations or Statutory Holiday entitlement of other employees.

ARTICLE 19.00 - STATUTORY HOLIDAYS

All “red circled” full time employees shall have an one time option of participating in Stat weeks during life of Agreement.

19.01 In lieu of all payments for the following ten (10) Statutory Holidays:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labor Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Each "red circled" full time employee and Equipment Mechanics shall receive ten (10) consecutive working days off in each calendar year to be taken during the current calendar year in accordance with the vacation bid procedure. Pay to be computed at the applicable hourly rate multiplied by ten (10) for each day.

- 19.02 All other full-time employees shall be paid in accordance with Article 18.06 (c).
- 19.03 (a) For all hours worked on New Year's Day, Christmas Day and Boxing Day, an additional amount equivalent to one-half (0.5) the applicable regular rate.
- (b) Clause 19.01, 19.02 and 19.03 herein shall only apply to Red Circled employees and Equipment Mechanics who observe holidays as in 19.01 above.
- 19.04 Red Circled full-time employees will be paid at the appropriate normal rate of pay for all hours worked on the holidays listed in 19.01 herein.
- All other employees will be paid at a rate of time and one-half (1.5) their basic hourly rates for all such hours worked on each day listed in 19.01 herein.
- Further all part-time employees will be paid one-twentieth (1/20) of their earnings for the previous thirty (30) days for each of the holidays listed in 19.01 herein.
- 19.05 When a holiday falls during any such employee's vacation period, it shall be added to his vacation period.

ARTICLE 20.00 - SPECIAL ALLOWANCE

20.01 Bereavement Allowance

In the event of a death in the employee's immediate family (parent, husband, wife, child, brother, sister, brother/sister-in-law, father or mother of his/her legal spouse and grandparents of employee), the employee would receive 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 the employee's normal rate of pay. In addition, if the employee is notified while at work of a death in the immediate family he/she shall be relieved from duty and paid for the balance of the 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 ten (10) days leave of absence without pay to attend the funeral.

20.02 Jury Duty and Crown Witness

- (a) Employees subpoenaed as a witness or required to serve on a jury shall be paid the difference between the amount they receive for such public duty and their normal daily wages.
- (b) An employee subpoenaed to go to court shall be granted by the Company an unpaid leave of absence of one (1) day.

20.03 Sick Leave

Employees who have been in the service of the Company for ninety (90) regular working days or more will be eligible for sick benefits under the following circumstances:

When an employee is in a position to receive weekly indemnity, the Company shall pay the employee seventy-five percent (75%) of any regular wages lost during the three (3) days waiting period before the Weekly indemnity becomes payable. The waiting period is calculated on consecutive calendar days including scheduled days off.

20.04 Parking

The Company will provide or make available parking for Airport employees at no cost to the employee.

20.05 The fourteen (14) full time employees at the date of ratification shall be entitled to three (3) paid personal days per year.

20.06 No more than three (3) employees at a time will be allowed off on personal days on any single workday. No personal days will be allowed between December 15th and January 5th.

20.07 Any training carried out on an employee's day off shall be paid for all hours at time and one half (1.5) the employee's regular rate.

20.08 Part-time employees on payroll as of the date of ratification will be entitled to sixteen (16) hours of personal time per year as of their two (2) year anniversary with the Company. These hours may be utilized subject to no more than two (2) employees off on any one day and subject to a 72 hours notice period. (formerly 22.06)

ARTICLE 21.00 - ANNUAL VACATION WITH PAY

21.01 Every employee, who, at June 30th of the vacation year has been in continuous service of the Company:

- (a) For ten (10) years or more, effective January 1st, shall receive four (4) weeks vacation with pay equal to eight percent (8%) of his total earnings

with the Company during the year ending the preceding December 31st, or

- (b) For five (5) years or more, shall receive three (3) weeks vacation with pay equal to six percent (6%) of his total earnings with the Company during the year ending the preceding December 31st, or
- (c) For one (1) year or more, shall receive two (2) weeks vacation with pay equal to four percent (4%) of his total earnings with the Company during the year ending the preceding December 31st or
- (d) For less than one (1) year, shall receive vacation based on one (1) day per completed calendar month of employment (up to ten (10)days) with pay equal to four percent (4%) of his total earnings with the Company during the year ending the preceding December 31st.
- (e) Annual vacations will be taken January through December each year.
- (f) Vacations shall be taken in conjunction with a minimum vacation schedule for each department as follows:

Ramp	-	1 employee in 10 ramp
Grooming	-	1 employee in 10 ramp
Mtce	-	1 employee in 5 employees

Note: The ratio established for our Ramp Department in this clause should be the ratio plus 1 if number of employees <or = 50 employees and plus 2 if number of employees >50 employees.

- (g) Only three (3) full-time employees will be allowed time off during the period December 15th through January 5th each year for vacations, statutory holidays or time bank. If the workforce expands beyond fifty (50) employees – for every 10 employees one (1) more employee will be granted time off during the Blackout Period.

21.02 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off, such employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid off, as provided in Section 13.01 hereof, shall receive vacation pay at the time of his vacation.

21.03 For purposes of this Article “total earnings” shall mean the actual wages earned by an employee, including Workers’ Compensation payments.

21.04 Vacation pay will be paid at time of vacation taken.

21.05 Company seniority shall apply for the purpose of bidding vacation choices. The vacation runs from January 01 to December 31 each year. The weeks of the year are plotted on a vacation chart. The Scheduling Committee will draft a timetable of appointments for each employee utilizing the seniority list and mark the bid times for each person besides the individual’s name.

For the purpose of bidding the 1 week period referred to shall mean the period Friday to Thursday for Ramp and Grooming Departments and the 1 week period for the Maintenance Department shall mean the period Sunday through Saturday.

The Scheduling Committee will then post the bid schedule. By a vacation bid sheet or in person with the Committee, the employee will choose a minimum of one week at a time or can take the entire vacation allotment consecutively if he so chooses.

ARTICLE 22.00 GROUP INSURANCE

22.01 The Group Insurance program will be as follows:

- (a) \$35,000. Life Insurance.
- (b) \$35,000. Accidental Death and Dismemberment.
- (c) A disability plan which provides for weekly indemnity based on 75% of weekly salary (40 times the hourly rate) from the first day of accident and fourth day of illness, for a maximum of fifty-two (52) weeks.
- (d) Prescription drugs.
- (e) Semi-private room coverage.
- (f) Basic dental plan to provide coverage for extractions, fillings, X-ray preventive coverage
- (g) Dependent's life insurance for wife and children at least 14 days of age.(\$2,000 and \$1,000 each respectively).
- (h) Optical Coverage
 - Single - \$200 every 2 years
 - Family - \$200 every 2 years all adults
\$200 every year for dependents under 18 years of age

- 22.02
- (a) New employees become eligible after 24 consecutive months of service such employees may opt in after successfully completing their probationary period with 100% contribution paid by the employee.
 - (b) After twenty-four (24) months of service Part-time employees shall be eligible for coverage in 22.01 a), b), d), e) & f). Any part-time employee may elect to opt out of the above coverage and if he so elects will only be covered for OHIP, Life and AD & D on a 50/50 sharing basis.

22.03 Group Insurance coverage will terminate on the last day of the calendar month during which a terminated employee last earned wages.

22.04 All new employees with over 2 years seniority cost share will be 50%. Current

employees as at April 01, 2004 share of the premiums for the benefits specified in Articles 22.01 and 22.02 shall be 15% of the premium. The Ontario Dental Association rates shall be the most current available.

22.05 The actual hourly rate will be used if and when a claim is submitted under this clause.

22.06 In cases of weekly indemnity or WCB, the Company shall report an employee's hourly wage losses, to ensure any such employee receive his full entitlement.

ARTICLE 23.00 - SCHEDULES

23.01 Attached hereto and forming part of this Agreement are:

Appendix "A" Classification

Appendix "B" Wages

Appendix "C" Clothing

Letter of Agreements Nos. 1 through 14

ARTICLE 24.00 - CLASSIFICATION OF EMPLOYEES

24.01 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 in Appendix "A".

24.02 To provide for introduction of new work or where there has been substantial change in the work assignment of an existing job description, the Company shall revise an existing job description, or prepare a new job description under a new job title. Such new or revised job descriptions and the wage rate therefore shall be subject to agreement between the parties hereto and may be referred to the Grievance and Arbitration procedure for settlement. 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 Appendix "A" and Appendix "B".

24.03 Should the matter of job description and wage rate for a new classification be referred to the Grievance and Arbitration procedure, until a decision is reached the Company may classify employees therein and pay the tentative wage scale.

24.04 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.

Newly hired aircraft servicemen without previous experience will be given training.

24.05 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. If he things it is work which should not be assigned to him he has the right to enter a grievance pursuant to Article 9.00 of the Agreement after having performed the assigned work.

- 24.06 Progression within each classification shall be automatic within the terms of the job description, but due regard shall be given to the employee's experience, qualifications, ability and application to his work in determining his rate.
- 24.07 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.
- 24.08 Whenever the words "he, his or him" appear in this Agreement or any other words indicating the male gender alone, this shall also mean the female gender.
- 24.09 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.
- 24.10 Lead Hands shall be part of their basic classification for seniority purposes but shall be paid as a Lead Hand whilst performing as a Lead.

ARTICLE 25.00 - RENEWAL, AMENDMENT AND TERMINATION

- 25.01 Except as otherwise provided herein, this Agreement shall be effective January 1st, 2007 and shall continue in full force and effect until December 31st, 2009 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate this Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not more than ninety (90) days prior to any such yearly date of termination.**
- 25.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 25.01, negotiations shall commence not later than ten (10) days after the date of such written notice.**

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

DATED at Mississauga this _____ day of _____ 2007

PENAUILLE SERVISAIR INC.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413**

APPENDIX “A ”
JOB CLASSIFICATION

EQUIPMENT TECHNICIAN

Normal Duties

Trouble-shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company and operate such equipment as necessary to perform these functions.

Qualifications

1. Possess complete set of tools to carry out duties.
2. Must possess Ontario Licence 310T OR 310S.

AIRCRAFT SERVICEPERSON

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. Operate safely and efficiently all types of equipment and vehicles. Service and care for

such equipment.

5. After training, operate, position, remove, connect and disconnect ground power and supply air start units.
6. After training perform push-out service.
7. Carry and operate radio as required.
8. Any other duties associated and/or ancillary to the job classification.

APPENDIX "A"

EQUIPMENT TECHNICIAN/HELPER/AIRCRAFT SERVICEPERSON

In addition to the normal duties described above for an aircraft serviceman:

Trouble-shoot, maintain, repair, paint, modify and overhaul equipment under the jurisdiction of the Company.

This classification is restricted to two employees only.

GROOMER

1. Directly responsible for the cleaning of the interior of the aircraft and other ancillary functions.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make-up area including but not limited to the make up of kits.

LEAD HAND

A LEAD HAND is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those employees assigned to him. He shall assign work; give directions 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. When a Lead Hand works, unless he is performing the duties of a Lead Hand, he will be paid at the applicable Aircraft Serviceman rate.

MINIMUM QUALIFICATIONS FOR A/C SERVICE PERSONNEL AND EQUIPMENT TECHNICIANS

1. Must be neat in appearance and safety minded.
2. Must hold a valid driver's licence issued in the Province of Ontario or the Province of Quebec.
3. Must have good driving ability and show an acceptable standard of equipment handling after initial training.

APPENDIX "A"

4. Aircraft Serviceman/Equipment Mechanic must have in addition to 1 -3 inclusive, a minimum of three (3) years experience as an automotive service mechanic or equivalent.
5. A Lead must have in addition to 1 - 3 inclusive, a thorough understanding of the job requirements of his classification and must have the ability to organize job functions and direct other employees in performance of these functions. A Lead must be capable of writing reports as required.
6. A Lead must have and maintain A.V.O.P. restricted "D" and Radio Licences.
7. A Lead must operate airline computer as required.
8. Aircraft Service personnel and Equipment Technicians must have and maintain an A.V.O.P.

GENERAL

It is agreed that during busy periods or cases of emergencies the aircraft serviceman/equipment mechanics would be required to check oils on all ground support equipment, as well as assisting with the filling of the sprayer truck.

APPENDIX B – WAGE SCALE

	Jan 01/07	Jan 01/08	Jan 01/09
	3.00%	3.00%	3.00%
RAMP			
Red Circle	17.05	17.56	18.08
Pink Circle	14.88	16.30	18.08

RAMP

	3.00%	3.00%	3.00%
Start	9.65	9.94	10.24
6 months	9.94	10.24	10.54
1 year	10.25	10.56	10.87
2 year	10.85	11.17	11.51
3 year	11.77	12.13	12.49
4 year	12.25	12.61	12.99
5 year	13.12	13.52	13.92

GROOMERS

	6.70%	0%	3.00%
Start	9.37	9.37	9.65
6 months	9.37	9.65	9.94
1 year	9.50	9.78	10.07
2 year	9.65	9.94	10.24
3 year	9.84	10.13	10.44
4 year	10.25	10.56	10.87
5 year	10.85	11.17	11.51
	3.00%	3.00%	3.00%

MAINTENANCE

	3.00%	3.00%	3.00%
3 Full-Time	21.71	22.36	23.03

APPRENTICE

	3.00%	3.00%	3.00%
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Start	10.61		10.93		11.26
6 months	10.83		11.15		11.48
1 year	11.04		11.37		11.71
2 year	11.47		11.82		12.17
LEAD HAND PREMIUM	2.50		2.75		3.00

Retro to January 1, 2007

APPENDIX "C"

CLOTHING

	Qty	Employee Cost	Cleaning Charge	Replacement Period
Coveralls				
-Ramp	2	Nil	Employee	On Condition
-Mechanics	10	Nil	Company	On Condition
Pants	5	Nil	Employee	On Condition
Shirts	5	Nil	Employee	On Condition
Parka	1	Nil	Employee	On Condition
Spring Jacket	1	Nil	Employee	On Condition
Gloves	1 Summer 1 Winter			
Part Time	2 Pants, 3 Shirts, 2 Coveralls.			

New hires who leave within twelve (12) months of being hired will be charged 100% of cost of clothing issued and shall be withheld from the final pay and they may keep such clothing.

New hires who lose articles of clothing during their first twelve (12) months of employment will be charged 50% of the replacement costs of same.

Company will provide two (2) pairs of shorts to maintenance, ramp and grooming employees requesting shorts. Replacement is on condition with return of old. No other shorts than those issued by the Company may be worn.

APPENDIX “D”

OCCUPATIONAL HEALTH AND SAFETY

See Company Harassment, Health and Safety Policy Manual.

Health and Safety Committee

The Committee shall be the principal forum for joint labour-management-consultation on, and the development of recommendations for solutions to safety and health issues in the workplace.

Functions of the Committee

- (a) Receiving and dealing with employee concerns on matters of safety and health.
- (b) Recommending and promoting programs for the education of employees in safety health.
- (c) Participating in enquiries and investigations into occupational safety and health matters.
- (d) Recommending and monitoring programs and work procedures for the protection of employees on matters of safety and health.
- (e) Performing inspections of the workplace and recording observations.
- (f) Ensuring that adequate records are kept on workplace accidents, injuries, illness and health hazards, and monitoring the records.
- (g) Collecting information on existing or potential hazards to safety or health in the workplace.
- (h) Reviewing and making appropriate recommendations on all governmental and employer reports concerning the safety and health of employees.

The Union, in cooperation with the Company, shall encourage employees to work in a safe manner and shall promote healthy and safe working conditions.

LETTER OF AGREEMENT NO. 1

TEMPORARY SUPERVISORS

- (a) It is agreed that should the Company have temporary openings for Supervisors, such vacancies may be filled by personnel from the bargaining unit.
- (b) Temporary supervisors under this category shall remain in the bargaining unit, and duties shall be subject to the terms of this Collective Agreement, except as outlined below. Remuneration for temporary supervisors shall be their normal hourly rate, with overtime as applicable and additionally a responsibility pay of fifteen (\$15.00) dollars per day effective January 1, 1989.
- (c) In each case when the Company requires a temporary supervisor, the specific job requirements, duration of agreement etc. shall be discussed with the shop committee prior to requesting bids. The maximum period for any such temporary position shall be eight (8) months.
- (d) This Agreement or a specific appointment within the Agreement shall be revoked by either party within seven (7) days of submitting a letter of intention to do so. However, the reasons for such action shall be fully discussed by both parties.
- (e) Seniority shall continue to accrue in the employee's respective classification during such temporary period.
- (f) Employees selected under this Agreement wishing to demote themselves must notify the Company and Union seven (7) days in advance.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 2

WORKING FOR A COMPETITOR

Employees **MUST** have the written authorization of the Company to work for a direct competitor. Permission will not be unreasonably withheld, however, if there is a conflict of work schedule, the Company requirements must take precedence.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 3

SAFETY

The Company will provide ear muffs to each employee at no cost. The Company will pay *one* hundred and twenty - five (\$125.00) dollars to any full time or part time employee and sixty - five (\$65.00) dollars to each groomer for the purchase of safety working “shoes or boots” each year for the previous year.

The above payment will be made on the first pay period in April of each year.

Safety working shoes or boots with a heel are to be worn at all times whilst on duty.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 4

LICENCE RENEWAL

It is agreed that should a mechanic's licence expire during the period of this Agreement, January 1, 2007 to December 31, 2009, the Company will pay for the renewal of the license.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 5

FUTURE REQUIREMENT FOR REDUNDANT CLASSIFICATIONS

It is agreed by the parties if the Company requires the following personnel during the life of this Agreement, the Company and the Union shall discuss all aspects and requirements in classification of:

- (i) A/c Mechanic Grade 1
- (ii) A/c Mechanic Grade 2
- (iii) A/c Service Mechanic
- (iv) Junior A/c Service Mechanic
- (v) Cargo Agents

prior to said classifications being effected. Further it is agreed that these classifications be part of all articles of this Agreement.

Wages are to be mutually agreed upon by the parties.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 6

SPECIAL TRANSPORTATION ALLOWANCE

Full Time or Part Time employees who are rostered to work split shifts, will receive effective from the date of ratification:

\$8.00 per day

as transportation allowance to be paid bi-weekly.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 7

TOOL ALLOWANCE

The Company agrees to two hours pay per pay period for employees in the mechanic classification.

An employee may be required to submit proof of purchase if required to ensure such allowance is being used for the purpose intended. Replacement tools shall be of equal quality.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 2413

**LETTER OF AGREEMENT NO. 8
JOB POSTING CRITERIA**

re: Article 15.00 - Job Posting:

For the purpose of providing some objective measures of the criteria in Article 15.01 herein as it pertains to each job posting applicant, the following items shall be rated on a points basis for each such applicant.

While all of the items may not be applicable to each posted job, employees will be compared on the same basis for the same job and the Company shall provide such completed ratings for all applicants in any dispute arising from the selection process.

- 1 - Poor
- 2 - Less than acceptable
- 3 - Acceptable
- 4 - More than acceptable
- 5 - Excellent

1. **WORK STANDARDS**

- level of standard of completion
- how does employee handle equipment? (Valuable equipment involved).

2. **INDEPENDENCE**

- is employee capable of making independent decisions
- if not is he working a shift or area where he can contact someone if necessary e.g. is job in question night shift

3. **JUDGEMENT**

- is he capable of making logical decisions?
- does he possess good judgement?

4. **ATTITUDE/MOTIVATION**

- is it important to set an example?
- is the employee capable of doing so?

5. **PRIORITY SETTING**

- is he capable of planning and organizing?
- is he capable of juggling priorities?

6. **INITIATING**

- does he show initiative or is he passive

7. **TECHNICAL PROFICIENCY** (depends on job)

- does he have mechanical ability?

- is he safety minded?

8. **LEADERSHIP** (if leadership involved, e.g. Lead Hand position)

- does he have leadership ability?

- is he capable of delegating tasks?

- is he authoritarian or cooperative?

9. **JOB PERFORMANCE**

- how well has he performed in his job(s)?(review by supervisors)

10. **EXPERIENCE**

- how long has he worked in similar jobs?

- how long has he worked at present job?

- does he have experience outside Company?

11. **SENIORITY**

12. **EDUCATION**

13. **TRAINING**

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
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WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 9

LOSS OF DRIVER'S LICENSE

It is agreed that the Company can accommodate one (1) such employee, or another number as mutually agreed, at a time on a first come first served basis. Such employee will be assigned shifts by the Company in areas where he/she is not to drive any vehicle for the duration of his/her license suspension, and where the Company may best be able to utilize the employee. The intent is to allow such employee to work with the least adverse impact on his earnings and wage rate.

Such period of accommodation shall not exceed two (2) years from the date of such license suspension.

If during this period any other employee(s) lose their license, they will be suspended for the period of time involved with no loss of seniority and shall await their turn at the above or return after their license is reinstated, whichever is earlier.

This is contingent and subject to new A.V.O.P. Regulations, should they change during the life of this Agreement.

PENAUILLE SERVISAIR INC.

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LETTER OF AGREEMENT NO. 10

FULL TIME VOLUNTARY MOVES TO PART TIME

A maximum of one (1) employees at any one time shall be allowed to move from full time to part time upon written request.

Such request by an employee shall state the length such employee desires to work part time and the reason therefore.

The wage rate for any such employee shall be the applicable rate equal to length of service based on months of service and without loss of and accrual of seniority. Such employees will be returned to full time upon written request and at the first opportunity after such request when a vacancy occurs.

Copies of the above documents shall be given to the Union Chairman by the Company.

PENAUILLE SERVISAIR INC.

INTERNATIONAL ASSOCIATION OF
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WORKERS, LOCAL LODGE 2413

LETTER OF AGREEMENT NO. 11

RED CIRCLE

Subject to normal attrition the Red Circled group shall be the twelve (12) employees listed

herein:

- | | |
|-------------------|-------------------|
| 1) Tim Taggart | 7) Bob Campbell |
| 2) Bruce Frobels | 8) Shawn Dewan |
| 3) Rick Courville | 9) Jeff McNamara |
| 4) Glenn Coughler | 10) Murray Evans |
| 5) Al Johns | 11) Phil Lavergne |
| 6) Pat Currie | 12) David Boire |

Pay rate to be adjusted over life of the Agreement or 3 years, whichever comes first.

In the event the Company loses any ground handling contract, the parties shall agree to an applicable number of employees to be retained as a safety valve. There will be no additional names added to this list for any reason.

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LETTER OF AGREEMENT NO. 12

PART-TIME PAINTER

The Company agrees to move the Painter requirement within the bargaining unit.

The successful applicant for this position will not have any minimum guarantee of hours and will not be entitled to any benefits or wage enhancements other than specified in Appendix "B" Wages of the Current Collective Agreement.

The Company will be the sole arbiter as to the required hours for this position, if any, subject to a maximum of forty (40) hours scheduled weekly.

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LETTER OF AGREEMENT NO. 13
REGISTERED RETIREMENT SAVINGS PLAN

Effective January 1, 2001, the Company will remit to an individual Registered Retirement Savings Plan (R.R.S.P.) on behalf of all qualified employees covered under this agreement. Membership in the group R.R.S.P. as selected by the Union and the Company is compulsory

for all such employees who qualify.

Qualified employee means those full-time employees, actively at work with over 12 months full-time service with the Company.

The R.R.S.P. program shall be based on a calendar year (January 1st to December 31st). The Company shall make the required contributions to each qualified employee's individual R.R.S.P. account within 15 days following the end of each month. Employees will have the option of contributing, in addition to the Company contributions.

January 1, 2007, the Company remittance shall be based on \$0.35 for 2080 hours for a total of \$728.00 annually (\$28.00 bi-weekly).

January 1, 2008, the Company remittance shall be based on \$0.40 for 2080 hours for a total of \$832.00 annually (\$32.00 bi-weekly).

January 1, 2009, the Company remittance shall be based on \$0.45 for 2080 hours for a total of \$936.00 annually (\$36.00 bi-weekly).

PENAUILLE SERVISAIR INC.

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LETTER OF AGREEMENT NO. 14

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 maintain 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.

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