

AGREEMENT

Between
Consolidated Aviation Fueling
or Toronto Limited

and

The International Association of
Machines and Aerospace Workers
Local Lodge 2413

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December 11, 2003

thru

~~December 10, 2007~~

LOCAL LODGE
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AGREEMENT made this 11th day of December, 2003, by and between Consolidated Aviation Fueling of Toronto ULC (hereinafter referred to as the "Company") and Local Lodge 2413 of the International Association of Machinists and Aerospace Workers (hereinafter referred to as the "Union").

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 the 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 bargaining agent of all Fueling and Fueling Maintenance Personnel who are employed by the Company at the Lester B. Pearson International Airport, Mississauga, Ontario.

2.02 Should the Company during the life of this Agreement move from its existing location, the Company agrees to discuss and negotiate with a Union Negotiating Committee at least thirty (30) days prior to such move for the purpose of providing a transfer of operations agreement to:

- a) Protect the seniority rights of existing employees.
 - b) Provide for the right of existing employees to transfer with jobs they normally perform.
 - c) Extend the Collective Agreement to cover the new location.
- In addition to the above, the Company agrees to

recognize the Union as the bargaining agent for all fueling and fueling maintenance personnel employed by the Company in Ontario. Should the Company acquire any new fueling operation(s) during the life of this Agreement, it further agrees to negotiate with the Union, the wages and working conditions of such new operation(s) within a reasonable period of time after the start of such new operation.

- 2.03 The Company also agrees to recognize Local Lodge 2413 for aviation related work at Lester B. Pearson International Airport subject to the Company setting economic conditions of such new related work for the first three (3) years. The terms and conditions may be covered by a separate Labour Agreement for each additional contract.

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 manage the industrial enterprise in which it is engaged and without restricting the generality of the foregoing to determine the number and location of plants, the kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the schedules or production, and the

extension, limitation, curtailment, or cessation of operations and to study and introduce new or improved methods, processes, materials and facilities, and to establish rules and regulations covering the operation of its business provided that the said rules shall not be inconsistent with this Agreement.

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

3.03 Where the Company sub-contracts some Maintenance or Tank Farm work, it shall not result in lay off of any employees who customarily do the work.

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 reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, gender, disability, colour or religion.

4.03 New employees shall become members of the Union within ninety (90) days of the date they commenced employment and shall pay weekly/monthly/yearly union dues in order to obtain and maintain

membership as a continuing condition of employment. The Union will inform the Company as to the amounts of weekly/monthly/yearly dues to be deducted for all members.

- 4.04 The Company agrees that all employees covered by this Agreement shall have initiation and monthly dues deducted from their wages as a condition of employment. Dues shall be deducted upon commencement of employment with the company. The monthly dues collectible under Local Lodge 2413 and in accordance with the constitution and By-Laws of the Union shall be deducted weekly from the wages due each employee. The Company agrees to remit monthly to the Union, on or before the 7th day of each month, the dues deducted in each pay period for which an employee receives pay. A corresponding seniority list shall accompany such union dues deduction check off list, along with a list of names and classifications of each employee. The Company shall also supply the Union with updated addresses and telephone lists which shall be supplied quarterly along with other information as may be required for Union registration.

ARTICLE 5.00 - STRIKES AND LOCKOUTS

- 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 an Arbitrator 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, slowdowns, stoppages of work, or other interferences with production by the employees hereby covered nor any lockouts by the Company. If an employee is accused of violating the provisions of this Article and if he is discharged from employment, such matter will be subject to the Grievance Procedure as set forth in this Agreement.

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.

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.

No employee shall be discriminated against by the Company, or the Union, for reasons of race, national origin, gender, disability, colour or religion.

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.
- 7.03 Presently effective local customs or practices, oral or written, arrived at by the parties pursuant to 8.02 herein to date shall remain in effect during the term of the Agreement subject to any future amendments and or deletions by the parties.
- 7.04 No agreement, alteration, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any employee or group of employees with the Company and in no case shall it be binding upon the parties unless such agreement is made and executed in writing between the Company and the Union.

ARTICLE 8.00 - UNION REPRESENTATION

- 8.01 The Union shall name a Shop Committee of not more than five (5) members, at least one (1) of which shall be from the Tank-Farm/Garage who shall be employees of the Company covered by this Agreement.
- 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 or at least once each month during working hours with a prepared agenda of matters to be discussed and adjusted. Only Shop Committee members, a Business Representative,

and/or an International Officer of the Union shall be present at meetings with the Company.

- 8.03 The Union may designate and the Company shall recognize Shop Stewards and a Shop Chairperson/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 Shop Chairperson/Chief Stewards and the work area the Union has so designated him.
- 8.04 A Shop Steward or Shop Chairperson/Chief Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article 9.00 hereof for the settlement of a complaint or grievance; he shall not leave his work station except as provided by the said Article 9.00 and only after having informed his Supervisor as to the nature of his business. The Shop Chairperson shall be available to perform his regular duties for the first four hours of his shift, after which he will be assigned his lunch and be free to perform Union Business for Consolidated employees. He must not leave the Company premises without permission from the General Manager or his designate. The Company will supply adequate office space with a telephone, desk and chairs for the Shop Chairperson to perform his duties. The Company agrees to have the office space furnished and ready for use within 120 days of the ratification of this Agreement.

8.05 The Shop Committee, Shop Stewards and Shop Chairperson/Chief Stewards shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

8.06 HEALTH & SAFETY

8.06.01 Preamble

- a) The Company and the Union agree to establish a Joint Health and Safety Committee.
- b) While the question of safety is of paramount importance to all personnel, Supervisors are specifically charged with the duty of initiating all practices necessary to protect the safety and health of all employees; in particular, the handling of jet fuel, and other related liquids and/or additives, as well as ensuring the integrity of all equipment.
- c) Supervisors must be especially vigilant regarding unsafe fuelling procedures and working conditions and are required to act upon any report by an employee of an unsafe procedure or condition.
- d) The primary role of the Safety Committee is to monitor the overall environment to ensure that top priority is given to safe procedures and conditions and to the recurrent training that makes them possible.
- e) Management and Union Safety Committee members share a responsibility to maintain a high degree of employee awareness of the need to minimize risk to the travelling public, air crew, and airlines during

fuelling operations and to be familiar with all applicable regulations covering this activity.

- f) This Committee requires structure, clear statements of purpose & duties, and standard procedures for conducting Committee business. It is the purpose of this committee to make the company, the union & its membership, and most importantly the Joint Health and Safety Committee members aware of and to ensure their understanding of the roles, functions and responsibilities of the Committee and its members.

8.06.02 STATEMENT OF COMMITTEE'S PURPOSE

- a) To meet regularly and to take periodic tours of the various areas of the Company, in order to check on possible health hazards.
- b) To take corrective action(s) in an effort to resolve unsafe situations in the workplace and not to place blame.
- c) The Committee will meet to investigate any lost time accident with a view to implementing new procedures or safe guards to prevent accidents of the same nature.
- d) To create and maintain active interest amongst all who have access to the workplace in health and safety and to reduce accidents, injuries and illness through a process of education & training.
- e) To closely monitor and take effective action on the principle accident, injury or illness causing conditions in the workplace.
- f) To identify hazards and aid in formulating policy and work procedures which address these hazards.
- g) To stimulate an awareness of health and safety issues

with a cooperative attitude from the employer and the employees.

- h) To be a source of information to all who have access to the workplace.
- i) The Committee shall deal with any or all matters at a Committee level by way of consensus.

8.06.03 COMPOSITION OF THE COMMITTEE

- a) The Committee shall ideally consist of 6 members, one of whom shall be from the Ramp morning shift, one from the Ramp afternoon, one from the Tank Farm Operation or Facility, one from the Maintenance or Utility Department and two from management. At least one alternate member shall be selected from the Union in the event that one of the regular members is absent or unavailable.
- b) The Committee shall have two Co-chairs, one to be selected by the Union Committee members and the other from management. The union shall elect their members in accordance with the applicable local lodge bylaws. The Company shall designate two (2) Committee members from management personnel to serve on this Committee.

8.06.04 TERMS OF OFFICE

The terms of office for both of the Co-chairs and other Joint Committee members shall be for a two-(2) year period.

8.06.05 SELECTION AND RESPONSIBILITIES OF COMMITTEE CO-CHAIRS

The Union shall select a Co-Chairperson from

amongst the newly elected Committee members at the first Committee meeting in January of every odd year. The Company shall designate a Co-Chairperson at the same meeting of the above-mentioned year.

- a) The CO-Chairpersons shall take turns or alternate in the chairing of meetings.
- b) The CO-Chairpersons shall sign all approved Committee minutes, provide management with a copy of the minutes, and ensure that such minutes are posted in the designated health and safety display boards.
- c) It shall be the CO-Chairpersons' responsibility that is chairing the Committee meeting to collect and ensure that the appropriate reports (WSIB, accident, injury, past recommendations, etc.) are available for review at the Committee meetings.
- d) The Co-Chairpersons shall be responsible for presenting the Committee approved recommendations to the General Manager or his designate and for the tracking of such Managers' responses to those recommendations.
- e) To collect and prepare agenda items that may need to be added to the normal agenda
- f) Ensure that the meetings maintain a resemblance of order.

8.06.06 An accurate record of all Committee proceedings and activities shall be kept on file and maintained by the Committee Coordinator and the Joint Committee Co-Chairs.

8.06.07 The Committee shall meet at least nine (9) times per calendar year or more often as it deems necessary.

Meetings shall be scheduled for the second Thursday of each month and shall be held at the premises of the Company to the extent possible.

- 8.06.08 Special meetings of the Committee may be called at the request of either co-chairperson, with the approval of the Committee Coordinator.
- 8.06.09a) The quorum for a Committee meeting shall consist of the majority of the members of the Committee, of which at least half are representatives of the employees and at least one (1) is a representative of the employer.
- b) It is important that Committee meetings not be cancelled or delayed because some of the members cannot attend. Therefore it is imperative that any Committee members who knowingly will not be able to attend the next Committee meeting make it known to the Committee Chairperson(s) so the alternate can be invited to attend and/or allow the Chairperson(s) ample time to reschedule the meeting if necessary.
- 8.06.10 UNSAFE CONDITIONS IN THE WORKPLACE REQUIRING IMMEDIATE ACTION
An employee who observes an unsafe condition, procedure or act that he cannot personally correct shall notify his Supervisor and/or refer it to his Steward who will advise the Supervisor. Where the employee or Steward is not satisfied that the Supervisor has, in a reasonable period of time, effectively dealt with the situation, the matter shall be referred to the Health and Safety Committee.

- 8.06.11 The Company agrees to maintain adequate sanitary, safety and health conditions throughout its buildings and will provide protective clothing where required.
- 8.06.12 An employee will not be disciplined for refusal to use any equipment, which in his opinion is not in safe operating order, nor shall any employee be subject to any discipline, of any kind, as a result of reporting a safety hazard or injury.
- 8.06.13 Hijacking and Bomb Scares
No employee shall be required to work on a hijacked plane or a bomb threatened plane. All employees concerned shall be evacuated from any other area where other persons are evacuated.
- 8.07 In all cases where Stewards, Shop Committee, Health & Safety Committee and Scheduling Committee Members are directed by the Company to take part in any activity then the Company will pay for the employees lost time.

ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made.
- 9.02 Grievance Procedure First Step
An employee who has a complaint shall discuss it with his Supervisor and with his Shop Steward and/or Shop Chairperson with a view to prompt and fair

adjustment. 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.

9.03 Should an employee not receive satisfaction from his Supervisor in regard to a complaint made pursuant to Section 9.02 hereof, he may state his grievance in writing on the appropriate form and a Chief Steward, Shop Steward or Shop Chairperson shall present it to his Shift Coordinator or his designated representative, whom shall date and sign the grievance as received. The Company shall then have 3 working days to indicate and date their response. For the purposes of clarity "working days" are to be considered as business days Monday to Friday.

9.04a) Grievance Procedure Second Step

Within five (5) working days thereafter or within such longer period as may be agreed, the Shop Chairperson or his designate and at least one (1) other Shop Committee member or Shop/Chief Steward shall meet with the General Manager or his designate to attempt to adjust the grievance. Within three (3) working days following this meeting, the General Manager or his designate shall deliver to the Union his dated answer in writing on said grievance form. Failure on the part of the Company to issue its' decision within the time limits stipulated as indicated in Articles 9.03 & 9.04 a), the grievance will automatically advance to the next step of the grievance procedure.

b) Grievance Procedure Third Step

Within three (3) working days following a second

step grievance or as such other time that is mutually agreed upon, the company General Manager or his/her designate shall meet with the Shop Chairperson, Business Representative/General Chairperson and the Griever to decide whether the grievance will advance to arbitration.

9.05 Settlement Relating to Disputes

Any settlement of a grievance shall take effect at the beginning of the next pay period following the date on which the grievance was resolved in the first, second or third steps, as provided by Section 9.04 a) or b) unless some other date shall be agreed to in the settlement.

9.06 Unsettled Disputes Any matter discussed by the Company and the Union pursuant to Articles 8.00 or 9.00 hereof which is not adjusted to the satisfaction of both parties and any dispute of a grievance at the second or third steps 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.

- 9.07 a) Prior to any suspension without pay or discharge of an employee with seniority, except in the case of damage to equipment of a customer or the Company, theft or serious breaches of safety, the Company agrees to meet with the Union and discuss the matter.
- b) In the excepted cases above, the Company agrees to meet with the Shop Chairperson and at least one (1)

other Shop Committee member or Union Steward with the Company within the next three (3) working days to discuss the matter. Within twenty-four (24) hours after the conclusion of this meeting, the Company will take what disciplinary action it intends to take and such decision shall take effect immediately upon expiry of the twenty-four (24) hour period.

- 9.08 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 9.00 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within ten (10) working days after the event that gave rise to the grievance.
- 9.09 Failing settlement by the said grievance procedure, a grievance regarding dismissal or discipline may be submitted to arbitration as provided by Article 10.00 hereof, and the Arbitrator shall make such settlement as he deems just.
- 9.10 To ensure continuous and successful operations of the Company, it may be necessary for management to exercise discipline. To this extent, the Company shall apply progressive discipline in an effort to correct the actions of its employees. In the event discipline action is taken and the occasion is severe enough to warrant a disciplinary letter in the employee(s) personnel record the following shall apply:
- a) An employee must be advised of any written report

on his personal file and shall have a right to reply to such written report. Such reply shall become a part of the employee's personal file so long as such written report remains in the file. Employees 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 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 on the same issue for the eighteen (18) month period.

9.11 General

- a) Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement and must be so indicated in writing on the appropriate grievance form.
- b) Throughout all of Articles 8 and 9 herein an employee who is involved in any discussion with management in which discipline may result shall have the right to have a Shop Steward involved in any such discussion. Failure to have a Steward available, the employee will be given the option of having a Union witness present for the discussion.

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 or Article 9.00 hereof.
- 10.03 Within five (5) working days after notice of intent to arbitrate has been given as provided in Section 9.06 hereof, the Company and the Union shall attempt to jointly name an Arbitrator. No person may be named as an Arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.04 If the parties fail to reach agreement on an Arbitrator within three (3) working days or within such longer period as they may mutually agree upon in writing, the Minister of Labour shall appoint an Arbitrator.
- 10.05 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 10.06 The proceedings of the arbitration shall be expedited by the parties hereto.

- 10.07 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.
- 10.08 The parties shall each pay one-half of the expenses of the Arbitrator.

ARTICLE 11.00 - PROBATION

- 11.01 The first One Hundred and Eighty (180) calendar days of employment 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. After 120 days such employees shall be subject to the grievance procedure and shift bids.
- 11.02 An employee shall be a probationary employee without seniority for the first One Hundred and Eighty (180) calendar days of employment by the Company provided that absence with or without leave shall not be included in the said One Hundred and Eighty (180) days.
- 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 One Hundred and Eighty (180) 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 hereto have agreed upon for this purpose are listed in Article 25.
- 12.03a) Should any employee be permanently transferred from one classification to another classification, his seniority shall continue to pertain to his old classification for a period of thirty (30) 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 and shall receive first consideration for permanent promotion in that job.
- c) Temporary transfers shall be for periods not longer than one hundred and eighty (180) calendar days.
- 12.04 Accrual of Seniority Under Lay-Off
An employee who has been laid-off shall continue to accrue seniority except as provided by Section 13.00 hereof.
- 12.05 Loss of Seniority

An employee shall forfeit all seniority:

- should he be granted a leave of absence for more than thirty (30) days, except as specified in Article 14.00, or
- should he be absent for five (5) consecutive working days without reporting to the Company and without reasonable explanation, or
- should he voluntarily quit his employment, or
- should he be dismissed for just cause, or
- should he fail to respond to recall pursuant to Section 13.07 or 13.08 hereof, or
- should he not return to work within the time limit pursuant to Section 13.05 hereof, or
- if he accepts employment during the period of a leave of absence or sickness, or
- if he should lose good standing in the Union Local Lodge.

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. Two (2) or more such employees with the same hiring date will be given preferential seniority on the basis of the date of their written application.

12.07 Salaried Employment

- a) Subject to all provisions of this Section 12.00, seniority shall be retained and accrued by any employee who hereafter is transferred to salaried

employment as a Supervisor directly supervising employees under this Agreement for a period of six (6) months and shall then be removed from the seniority list.

- b) Should the Company have temporary openings for Supervisors, such vacancies may be filled by personnel from the bargaining unit. Vacancies will be posted for bids and the successful candidate will be assigned to normal supervisory duties as required in the respective departments.
- c) Temporary Supervisors under this category shall remain in the bargaining unit and duties shall be subject to the terms of the Collective Agreement, except as outlined below. Remuneration for temporary Supervisors shall be their normal hourly rate plus a minimum responsibility pay of \$25.00 per calendar week.
- d) In each case when the Company requires a temporary Supervisor, the specific job requirements, duration of assignment, etc. shall be discussed with the Shop Chairperson prior to requesting bids. The maximum period for any such temporary position shall be six (6) months.
- e) This Agreement or a specific appointment within this 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, prior to any action being taken.
- f) Seniority shall continue to accrue in the employee's respective classification during such temporary period.

- g) Employees selected under this Agreement wishing to demote themselves, must notify the Company and the Union seven (7) days in advance.
- 12.08 The Company shall maintain and post quarterly seniority lists for all classifications. In addition to the seniority lists posted, the Company will provide the Union with two seniority lists; one to the Shop Committee, and one to the Local Lodge 2413 Union Office.

ARTICLE 13.00 - LAYOFF AND RECALL

- 13.01 Should cause such as fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off given forty-eight (48) hours notice of lay-off, from the commencement of the work stoppage, 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
In the event of lay-off, overall plant wide seniority shall determine the employees to be retained, regardless of classifications with the exceptions being licensed mechanics, apprentice mechanics and tank farm operators. However, licensed mechanics, apprentice mechanics and tank farm operators with seniority shall have the right to move back to a service position (fuelling, utility, cart-assignment,

etc..). The Company will provide the necessary training for those who change classifications.

- 13.03 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least seven (7) days notice of any lay-off, except in the case of lay-off as defined in Section 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 he is competent to perform.
- 13.05 An employee who has been laid-off shall be listed according to seniority for three (3) years after the day on which he was laid-off. If not recalled to work during that time, his name shall then be removed from the list and the Union shall so be advised.
- 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 or wire to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each

recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.

- 13.08 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.

ARTICLE 14.00 - LEAVE OF ABSENCE

- 14.01 Leave of absence without pay granted by the Company for a period of thirty (30) calendar days or less shall be without loss of seniority and with accrual of seniority. A request for leave of absence must be presented in writing to the General Manager or his designate at least thirty (30) days in advance of the period of time desired. The Company shall render its' decision on such request within seven (7) days after receipt of the request.
- 14.02 The Company shall inform the Union of leave of absence without pay granted by the Company for more than thirty (30) calendar days. Such leave of absence shall on occasion cause loss of all seniority except as otherwise agreed between the Company and the Union.

- 14.03 Upon 3 working days written notice from the Union, the Company shall 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.
- 14.04 On request from the Union, the Company shall grant leave of absence without pay to an employee for full time employment by the International Association of Machinists, provided that 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 and the Company agrees to pay the cost of one (1) such employee's Group Insurance Benefits and upon payment from the Union, continue any other such employee's Group Insurance Benefits.
- 14.05 On furnishing proof satisfactory to the Company of inability to work because of illness or injury, an employee shall be granted sick leave without pay for a period not exceeding fifty-two (52) weeks. Such leave of absence shall be extended up to an additional fifty-two (52) weeks upon presentation, by the employee, of satisfactory proof of the need for such extension. The Company may require evidence of the employee's fitness to resume his previous

occupation. Seniority shall accrue during sick leave.

- 14.06 In any case exceeding one hundred and four (104) weeks, the Union and Company will review each case, and mutually agree to its disposition regarding seniority.
- 14.07 An employee on Long Term Disability (LTD) who exceeds one hundred and four (104) weeks will have his case reviewed by the parties to determine appropriate seniority standing. Such review will take place at the time any such employee notifies the parties of his intent to return to work.

ARTICLE 15.00 - JOB POSTING

- 15.01 Whenever new positions within the bargaining unit are created or vacancies occur, employees will be given preference to such positions or vacancies based primarily on their seniority; however, skill, ability, experience and qualifications will also be considered. Seniority shall be the determining factor when the above elements are substantially equal. Successful applicants will be posted within twenty-one (21) days after the expiration of the original posting.
- 15.02 All bargaining unit vacancies will be posted for a period of five (5) days on Company bulletin boards in the facility. 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 or authorized leave of absence (except under Section 14.04) 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 Company premises, subject to Company approval. The Company will provide adequate space for all such postings. All postings are to have acknowledgement signatures from both a Company and Union designate.

ARTICLE 17.00 - HOURS OF WORK AND SHIFT ARRANGEMENTS

- 17.01a) Except for those employees hired after December 10th, 1991 who may be assigned a 5 on and 2 off roster, the regular scheduled work week shall consist of an average work week of 40 hours worked in a six (6) day on, three (3) day off rotation of shifts of eight (8) hours consecutive each, inclusive of a one-half hour meal period.
- b) Lateness shall be deducted to the minute the employee is late. The first three (3) minutes of a shift shall not be deducted from an employee's pay however an employee late for work may be subject to discipline.

- 17.02 Except for those employees hired after December 10th, 1991 who may be assigned a 5 on and 2 off roster, the Company shall make-up shifts in blocks in accordance with 17.01
- a) to the limit that is divisible by nine (9) to cover the total number of employees in each classification.
 - b) Shift rotation and/or variations in hours of work/days off may be made by mutual agreement between the Company and the Shop Committee. Such variations shall be put in writing and shall be based on 40 hours pay per week.
 - c) Employees bidding these blocks shall rotate on the shifts in the blocks as necessary. Bids for these blocks shall be conducted when the Spring and Autumn airline schedules change and at a time to be mutually agreed upon by the parties. The Company shall use its' best reasonable efforts to post the Spring and Autumn schedule changes to become effective April 30th and October 30th respectively, provided the Company has received the airline schedule changes in sufficient time. Bid awards shall be carried out according to seniority.
 - d) The Shop Chairperson shall work a Monday to Friday day shift, the times of which shall be mutually agreed. Such agreement shall not be unreasonably withheld. Such shift shall be based on 40 hours pay per week (or 6&3 equivalent of 7.5 consecutive hours each day).
 - e) Employees currently on 6 & 3 Schedule may elect to remain on 6 & 3 but shall not be entitled to payment of the Statutory Holidays. The Holidays shall become regular work days, subject to Article 19.01 (03) herein.

- f) The 5 & 2 Schedules shall be made up to provide 5 & 2 Schedules with Split Weekends off, i.e., Friday and Saturday or Sunday and Monday.
- g) A minimum of 51% of the employees who elect to take 5 & 2 blocks shall be on Split Weekend Shifts which will be bid by seniority (based on 40 hours per week). Other shifts in the block shall be in accordance with Article 17.03 herein.
Part Time numbers may be increased to cover the Split Weekend coverage (i.e., Friday and Saturday/Sunday and Monday). The specific numbers will be set by mutual agreement of the Joint Scheduling Committee at the Spring and Fall Schedules.

17.03 Shifts for all other employees to be on a basis mutually agreed on.

17.04a) Tank farm employees are to bid shifts once each year, the date of bidding to be mutually agreed upon between the parties.

b) The normal starting and stopping time of each shift shall be listed in the shift blocks. The Facility person shifts are as follows:

Day Shift	0700 hours to 1500 hours
One Line of Day Shift	0800 hours to 1600 hours
Afternoon Shift	1500 hours to 2300 hours
Night Shift	2300 hours to 0700 hours
* Daily Inspection Shift	0500 hours to 1300 hours
* Daily Inspection Shift	0600 hours to 1400 hours

From November 15 to March 15 - one (1) man

- c) Wherever possible, blocks shall be made up to isolate one (1) shift start time. Where this is not possible the Company may mix start times in a block to obtain the proper coverage. However, the principle of steady shifts (i.e. the past practice of steady day and afternoon shifts) must be maintained.
- 17.05 When the Company requires an employee to change from one of the scheduled shifts to another, he shall be notified forty-eight (48) hours in advance of such changes except in case of emergency.
- 17.06 All employees should be clocked in, dressed in work clothes and ready to commence work at the start of their scheduled shift. All employees shall be available to work until the end of their scheduled shift.
- 17.07 Employees shall have a one-half (1/2) hour paid lunch period included in each eight (8) hour shift. Such lunch period shall be assigned between the end of the third hour and end of fifth and one-half hours of the shift whenever the operation permits. Employees assigned to lunch prior to the end of the third hour or after 5 1/2 hours shall be paid their lunch period at time and one-half. Employees who have been assigned a lunch period and it is interrupted because of the needs of the services shall be paid their lunch period at time and one-half and shall as quickly as possible be reassigned to lunch. There shall be no pyramiding of payments for interrupted lunch periods.

17.08 Prior to effecting any schedule and/or shift change, management shall give the Union Schedule Committee an opportunity to present their views of any such proposed changes prior to management making its' final decision. The Union shall keep the Company informed of the two (2) employees who make up the Union Schedule Committee.

17.09 Employees failing to bid during the five (5) days posting period shall be slotted where their seniority would normally carry them in the respective block. (Example: A day shift man would be given the last open slot on days). This clause will apply unless his bid was not made due to no fault of his own such as the Company failing to give him the opportunity to bid due to no notification of schedule changes. Bids will be made on duplicate forms signed as received by the Shift Supervisor.

ARTICLE 18.00 - OVERTIME AND UNDERTIME

18.01a) 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 distribute overtime on an equitable basis within the following classifications:

1a) Lead Aircraft Refueller/ Serviceman

1b) Lead Tanker Aircraft Refueller/Serviceman

2) Aircraft Refueller/Serviceman

3) Lead Mechanic

4) Mechanic/Apprentice Mechanic

5) Lead Tank Farm Operator/Facilityman

Includes: (Operation of Tank Farm, Vista Testing, Vac Truck Operation, Hydrant Repairs, Misc....)

6) Utility-Garage/Building

Includes: (Daily Inspections, Quality Control, Cart Assignment, Parts Pick-up, Building Maintenance, Working on the Truck Pumping Systems, Working on Rebuilding Nozzles, Misc...)

A Daily Record of overtime shifts worked or refused will be posted.

(c) Overtime offered to and not worked by an employee shall be credited against him as overtime worked. Records shall be posted on the Company bulletin board.

(d) Overtime Procedures Aircraft Serviceperson

(i) Sequence

1. Low man on shift. (Regular scheduled)
2. Low man coming on shift.
3. Low man on day off.

Overtime will not be offered more than fifteen (15) hours prior to start of overtime.

4. Parttime employees.

(ii) Day Off

Day off Employees refusing or working overtime on days off will not be marked on sheet nor will employees on Union business be marked on sheet.

(iii) Maximum Overtime

Maximum number of hours employee will be asked to work on any one day will be seventeen (17).

(iv) Shifts

Ramp Shifts 1600 hours to 2359 hours shifts to be covered by those working 0800 hours to 1600 hours, then those working Midnights, and then those

working 0700 hours to 1500 hours prior to anyone else being requested.

(v) Credits

Anyone working overtime of four (4) hours or more will be credited.

(vi) Vacation and Sickness

Anyone on vacation or sick leave will be brought up to the line currently being worked on last day of authorized vacation or sick leave, except if they are on their scheduled days off.

(vii) Exemptions

Anyone working two (2) double shifts in a row will not be asked for a third. Four (4) hours will constitute a double.

(viii) Priority

Priority for overtime will be given regular employees prior to probationary employees, and part-time employees.

(ix) Shift Changing

(a) Employees moving from one shift to another including shift changes or coming on seniority list will fall into slot currently being worked, but last to be asked.

(b) Day off changes between "MORNINGS AND MORNINGS" or "AFTERNOONS AND AFTERNOONS", man will fall wherever he is on the overtime sheet.

(c) Anyone having more than one shift change in the same work week, will be marked on overtime sheet if the Supervisor gets to his name.

(x) Overtime for Night Shifts

(a) Low eligible man on shift that is not off on succeeding day.

- b) Low eligible man on shift that is off on succeeding day.
(Man going on day off will not be marked if asked).
- (xi) Relief Supervisors
Relief Supervisors may be offered overtime outside his classification after regular employees have been asked. He will fall into slot currently being worked on return to his own shift.
- (xii) Relief Leads
After one (1) week relief Leads will be moved to Lead Hands Overtime Procedures and will fall into slot currently being worked on return to his own shifts. Relief Leads shall not be used to deprive regular Leads of their normal overtime opportunities.
- (xiii) Unassigned
- (xiv) Definition of Line "Currently Being Worked" - low eligible man on shift.
- (xv) Starting of Day Off
Day off starts at 00:01 after your last scheduled shift or at the end of your shift whichever is the latter. i.e. (Shifts 06:00-14:00, day off starts at 00:01. Shifts 17:00-01:00, day off starts at the end of your shift, 01:00).

- 18.02 An employee shall be compensated for overtime work as follows:
- a) For authorized overtime outside scheduled shift hours, time and one-half shall be paid for all hours until there is a 7 hour break.
- b) For employees in a 6-3 schedule, undertime (an employee who loses time from his regular work week) an employee shall be deducted on an hourly basis to a maximum of 40 hours per week, or on the basis of one

(1) full work day equalling one-fifth of the work week. Actual undertime in excess of 40 hours per week shall be carried over to following week and charged against the average weekly hours (i.e. 40 hours).

c) Overtime Bypass - 4 hours overtime pay where an employee has been bypassed for a double (minimum of four (4) hours) in conjunction with an "Overtime Book to be signed by employees who wish to work over the next 24 hours, and days off.

18.03 Employees working a 6-3 schedule who are required or scheduled to work on any of the statutory holidays shall be paid straight time for all regular hours worked. Time and one half will be paid for all scheduled hours worked on the following stats: New Years Day, Christmas Day, Canada Day, Labour Day, Victoria Day, Thanksgiving, Good Friday and Boxing Day. Hours in excess of an employee's regular scheduled shift shall be paid at time one-half time on any of the holidays listed in Article 19.00.

18.04 Overtime premium shall be calculated on the employee's previous scheduled shift.

18.05 An employee working overtime in excess of two (2) hours shall be allowed a thirty (30) minute lunch period with pay at overtime rate, between the second and third hours of overtime. When a man is requested to work a double, he shall be entitled to an additional paid meal period prior to the completion of the first hour of the double. If an employee works more than four (4) hours overtime following his shift,

he shall be paid a meal ticket of \$9.00.

- 18.06 Employees who have been excused from work at the end of their regular shift and are called into work and employees who are called into work on one of their regularly scheduled days off shall receive a minimum of four (4) hours of work or pay in lieu thereof at the applicable overtime rate. Employees who are required to work overtime after their regular shift, as distinguished from a call-in situation, shall receive a minimum of one-half hour of overtime. Thereafter, the employee shall be paid for actual time worked.

OVERTIME BOOK

Employees who desire daily overtime shall enter their names in the Book within the first hour from the start of their daily shift.

Employees may indicate their availability for overtime within the next 24 hours and in addition for their next days off.

The sequence in Article 18 will apply to the names entered in the Book and if the required coverage is not obtained through the Book to the balance of canvassing for the coverage. "Book may also mean "computer listing."

ARTICLE 19.00 - STATUTORY HOLIDAYS

- 19.01 The following shall be observed as Holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Boxing Day |
| Civic Holiday | Christmas Day |

- 1) Employees hired after December 10th 1991 on "Active" payroll effective January 1st :
In the first 12 months of full time employment such employees shall be entitled to only nine holidays -the August Civic Holiday shall be excluded.
-In the second 12 months of full time employment, they shall receive all ten (10).
-Such employees shall be entitled to the statutory holidays as follows:
 - a) If scheduled on shift during a holiday shall be paid time and one half for all hours worked in addition to payment for the holiday.
 - b) If scheduled off on a holiday shall be paid for such day in addition to his normal weekly pay and such day shall be added, if requested, to the following years vacation as an unpaid day.
 - c) If a holiday falls during his vacation it shall be added to his vacation as and additional paid day and, if requested, to the following years vacation as an additional unpaid day.
- 2) For employees hired prior to Dec. 11, 1991 on "Active" payroll effective January 1 who elect to work 5 & 2 Schedule each employee shall receive ten (10) days pay at eight (8) hours straight time pay per day at the time of their annual vacation. Should an employee leave the employ of the Company at any time prior to the end of the year, the Company will recoup 1 days pay for each holiday remaining in that year.
- 3) Employees working a "bid" six and three (6&3) schedule who are required or scheduled to work on the Civic Holiday and/or Remembrance Day, shall be paid

straight time for all regularly scheduled hours worked. Time and one half will be paid for all scheduled hours worked on the following stats: New Years Day, Christmas Day, Canada Day, Labour Day, Victoria Day, Thanksgiving, Good Friday and Boxing Day.

- 19.02 The definition of active in 19.01 herein shall mean:
- a) Lay-off at January 1 - inactive.
 - b) Long Term Disability (LTD) at January 1 - inactive.
 - c) Weekly indemnity at January 1 - active.
 - d) Workers' Compensation at January 1 - active.

ARTICLE 20.00 - SPECIAL ALLOWANCES

20.01 Shift Premiums

The shift premium for shifts starting between the hours of 12:00 and 19:59 shall be seventy-five cents (\$0.75) and eighty cents (\$.80) per hour for any shift starting between the hours of 20:00 and 05:59 hours.

20.02 Bereavement Allowance

- a) In the event of a death in the employee's immediate family (parent, husband, wife, child, brother, sister, father or mother of his legal spouse, grandparents) he 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. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. Brother-in-law and Sister-in-law of the employee shall be included for the day of the funeral only.

- b) Affinity relationships terminate for leave purpose upon the divorce of the relative through whom the affinity is derived.
- c) If the death or burial occurs outside a 500 kilometre radius of the City of Toronto, the employee may request an additional seven (7) days leave of absence or portion thereof. The Company shall grant such leave of absence providing the needs of the operations are not adversely affected by such leave. Such leave shall be unpaid and the Company shall require proof of death or burial.

20.03 Jury Duty and Crown Witness

- a) Employees subpoenaed as witnesses or required to serve on a jury shall be paid the difference between the amount they receive for such service and their normal daily earnings.
- b) An employee subpoenaed to go to court shall be granted by the Company a leave of absence without pay for the duration of the subpoena.

20.04 Employees required to enter fuel tanks shall receive a premium of Two Dollars (\$2.00) per hour from the time of entry to time of final inspection.

20.05 The Company will assume and provide the full cost of parking at the airport and provide transportation for the employees to and from parking and the ready room.

20.06 It is agreed that employees covered by this agreement who are issued uniforms are required to

wear such uniforms in a neat and clean manner at all times. The following items of apparel shall be supplied and issued by the Company at the time of hire and upon the specified intervals:

Uniforms	5 shirts, pants and coveralls which will be replaced when they become worn.
Rainwear	Replaced upon presentation of unusable old one. If old one is not returned the employee would be held responsible for replacement costs.
Winter Parka & Spring Jacket	Replacement after 36 months, only upon presentation of old one. If damaged or torn: at the discretion of the Company. If lost, the employee will be responsible for replacement costs based on the following: If replaced within the first year: 100% After the first year: 50%
Winter Mitts	As required, but not to exceed 3 pairs per year
Summer Gloves	As required, but not to exceed 6 pairs per year
Boots	The Company will reimburse the employee up to the amount of eighty (\$80.00) dollars once per year or two hundred & forty (\$240.00) dollars once every three (3) years, to be paid within 10 working days upon receiving a proper receipt for the

- purchase of such boots. It is understood that such boots must be CSA approved and suitable for working on the ramp.
- Ear Protectors 1 Set
Only replaced if un-repairable and upon presentation of old set. Without old set employee will have to pay for replacement. 100% if lost within the first year and 50% thereafter.
- Safety eyewear 1 Set
Only replaced if un-repairable and upon presentation of old set. Without old set employee will have to pay for replacement. 100% if lost within the first year and 50% thereafter.
- Safety Vest One (1) to be issued every 36 months. Replacement only upon presentation of old one, if damaged or torn at the discretion of the Company. If lost, the employee will be responsible for replacement cost.
- Winter/Thermal Coveralls Two (2) pairs every three (3) years
- Summer Shorts Company will make shorts available through current supplier for purchase by any employee who desires a pair. Such shorts are only to be worn in the summer months.
- Forms, complete with the cost of each item, will be available for purchase from the company for

replacement of all listed items.

- 20.07 License premium: A \$2.00/hr. premium will be paid to those individuals who are using a DZ or AZ license for operating a vehicle on the Public Roadway that require a Special License during the performance of their duties.
- 20.08 Tool Allowance After 12 months of employment with the Company:
Effective Jan 1/04, the Company agrees to pay a three hundred dollar (\$300.00) tool allowance to all Licensed Mechanics with a receipt and proof of tools purchased and three hundred dollars (\$300.00) every year thereafter on the agreements anniversary date.
-Apprentices with one (1) year and 180 days of service to receive Two hundred dollars (\$200.00)
-Apprentices with two (2) years and 180 days of service to receive Two hundred & Fifty dollars (\$250.00)
-After passing final exam to receive three hundred dollars (\$300.00)
- 20.09 Radio License Premium:
Should Company operations require an employee(s) to obtain a special A.V.O.P. radio license, the Company agrees to discuss and negotiate an appropriate premium with the Union.
- 20.10 The Company will set aside a few parkas in the event an employee leaves his parka at home. Such loaned parka must be returned at the start of the employee's

next shift or within twenty-four (24) hours whichever is sooner.

ARTICLE 21.00 - ANNUAL VACATION WITH PAY

- 21.01 The vacation year shall be from January 1st to December 31st of each year. Vacations shall be taken in accordance with the entitlements in Article 21.09 herein. Employees unable to bid their vacations after their anniversary dates due to more senior employees bid preference or because their anniversary dates are too late in the year to allow the employee to complete such vacation shall be entitled to take their vacations in accordance with entitlements in 21.09 herein without regard to their anniversary dates, Example: An employee whose fifth anniversary falls after December 15th in any year shall be allowed to take his entitlement in 21.09 as though it occurred prior to his bid.
- 21.02 In the event an employee takes his vacation prior to his anniversary date and then leaves the Company prior to his anniversary date, he will be required to reimburse the Company for any vacation taken but not earned.
- 21.03 Employees may split their vacations into minimum weekly units as agreed in the Shop Committee minutes.
i.e. 3 weeks can be split 2 & 1
5 weeks can be split 2 & 2 & 1 or 4 & 1.
Cannot be bid 3 or 5 individual weeks.

- 21.04 In the month of October of each year the Company shall post a notice advising all employees of the bidding period. Such notice shall contain:
- a) The number of employees to be off at any one time.
 - b) The person to whom the bids are to go to.
- 21.05 Employees who are away on leave of absence, illness, injury or vacations shall be notified by the Company at their last known address with a copy to the Union or a phone call in the presence of a Shop Steward at least ten (10) days prior to the bidding.
- 21.06 Vacation periods shall be available for selection on November 15th of each year for vacations during the next vacation year. Employee vacation bids must be completed by November 30th on forms supplied by the Company. Employees shall list in order of classification seniority their desired vacation dates.
- 21.07 Failure by an employee to submit his bid by November 30th will result in the forfeiture of his choice and he will select from the periods still available to him when he does submit his bid. Such employee will not be given seniority preference to dates already allocated to junior employees.
- 21.08 The Company shall confirm vacation dates for employees within seven (7) days of close of bids or vacations will be deemed to be approved.
- 21.09 Every employee who, at his vacation time, has been in continuous service of the Company:

- a) for thirty (30) years or more shall receive six (6) weeks vacation with pay equal to twelve percent (12%) of his total earnings with the Company during the previous year ending December 31st.
- b) for twenty (20) years or more shall receive five (5) weeks vacation with pay equal to ten percent (10%) of his total earnings with the Company during the previous year ending December 31st; or
- c) for ten (10) years or more, shall receive four (4) weeks vacation with pay equal to eight percent (8%) of his total earnings with the Company during the previous year ending December 31st; or
- d) 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 previous year ending December 31st; or
- e) 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 previous year ending December 31st; or,
- f) where the period of employment is less than six (6) months the Company shall, on the regular pay day immediately following the commencement date or any subsequent anniversary date thereafter of the approved year of employment, pay to the employee at least four percent (4%) of the wages earned by him during such period of employment; or
- g) where the period of employment is six (6) months or more, the employee is entitled to and shall be granted at least one (1) week of vacation and shall be paid at least four percent (4%) of the wages earned by him during such period of employment.

- 21.10 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid-off or as in 21.12; such an employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid-off, as provided by Section 13.01 hereof, shall receive vacation pay at the time of his vacation.
- 21.11 "Total Earnings" for the purposes of this Article 21.00 shall mean the total amount of earnings recorded for income tax purposes plus Workers Compensation payments.
- 21.12 Employees with vacation entitlements in excess of three (3) weeks may elect to receive pay in lieu of taking such vacation, such decision to be made at the time of the original vacation bid.
- 21.13 Vacations in respect of any year or part thereof ending December 31st shall be taken during the immediately succeeding year ending December 31st. Seniority shall be the determining factor in vacation allocation.
- 21.14 Between March 1st and November 30th fifteen (15) Aircraft Refuellers/Servicemen exclusive of two (2) Leads (total 17), will be scheduled to go on vacation at any one time each year. Between December 1st and the last day in February, nine (9) Aircraft Refuellers/Servicemen exclusive of two (2) Leads (total 11), will be scheduled to go on vacation at any one time each year. One (1) mechanic and 1 utility

person exclusive of a Lead (total 3). Two (2) mechanics and 1 utility person exclusive of Lead (total 4) once we have 10 or more Class 310T Mechanics or its equivalent will be allowed to go between March and November) and one (1) Tank Farm Operator exclusive of a Lead will be scheduled to go on vacation at any one time each year.

ARTICLE 22.00 - GROUP INSURANCES

- 22.01a) The Company shall pay the cost of the group insurances as outlined in the attached Appendix "A" except for the first 12 month the employee will pay 15% of the cost of their Group Insurance Package. Thereafter employees will pay the cost of the Long Term Disability Premium (until their full benefit entitlement is reached). Thereafter employees shall pay \$10.00 per week or 1/52 of the Long Term Disability Premium whichever is greater. These premiums shall be deducted weekly.
- b) Appendix "A" shall be deemed to be part of this Agreement and shall be subject to any future negotiations. Appendix "A" shall also be subject to the grievance and arbitration procedures hereunder for the settlement of any dispute involving the same.
- c) It is understood and agreed by the parties to this Agreement that the items contained in Appendix "A" attached hereto shall not be changed or modified during the life of this Agreement except by negotiations and mutual agreement of both parties.
- d) The Union agrees to share with the Company all the information it receives regarding the administration of the various benefits outlined in Appendix "A" herein

and also the claims experience. In addition the Company may have their representative to meet with the Union representatives for the purpose of discussing any problems related to the administration of the plan(s) and to review the claims experience. If the Company requests a representative of the carrier(s) may be requested to attend and the claims experience shall be made available.

ARTICLE 23.00 - RENEWAL, AMENDMENT AND TERMINATION

23.01 Except as otherwise provided herein, this Agreement shall be effective December 11, 2003 and shall continue in full force and effect until December 10, 2007, thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement within a period of three (3) months, immediately preceding the date of expiration of the term of the Collective Agreement.

23.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 23.01, negotiations shall commence not later than ten (10) days after the date of such written notice.

ARTICLE 24.00 - WORK BY SUPERVISORS

24.01 Supervisors shall not perform work covered by this Agreement except for purposes of instruction or checking out equipment, or in cases of emergency.

ARTICLE 25.00 - WAGES

25.01 Upon ratification of this Agreement the effective full-time rates of pay shall be as follows:

Current employees employed for the first time on or after December 11, 2003 shall be placed on the following wage scale.

	FULL TIME			ALL PART TIME RATES	
Starting rates	1-6	\$11.00	Months	1-6	\$11.00
	7-12	\$11.30		7-12	\$11.30
Months	13-18	\$11.60		13-18	\$11.60
	19-24	\$11.90		19-24	\$11.90
	25-36	\$12.50		25 +	\$12.50
	37-48	\$13.10			
	49-60	\$13.70			
	61-72	\$14.30			
	72-84	\$14.90			
	85-96	\$15.50			
	96-108	\$16.10			
	109-120	\$16.70			
	121-132	\$17.30			
	133-144	\$18.01			

- 25.02 Effective December 11, 2004, current employees employed prior to December 11, 2003 and hired after December 10, 1991, shall be slotted into the above wage scale in accordance with the following: Employees will be slotted into the wage scale at the hourly rate that provides a minimum of a 2% wage increase from the rate in effect as of December 10, 2004. Employees will thereafter progress through the scale at the corresponding 6 or 12 month intervals.
- 25.03 Employees hired prior to December 10/ 1991 and top rate mechanics will receive:

Dec 11/2003	2.0%
Dec 11/2004	2.0%
Dec 11/2005	2.0%
Dec 11/2006	2.5% + COLA

COLA: The Company shall further adjust the wage rate effective Dec. 11/06 by the amount that the rate of inflation in the year ending November 30th 2006 exceeds 2.5%. Such additional increase shall be capped to not exceed 1.5% in the final year of the Agreement using the 1992=100 CPI Index for Toronto as published by Statistics Canada.

- 3a) Lead Tanker Aircraft Refueller/ Serviceman shall receive \$2.00 per hour in addition to employees basic hourly rate.
- 3b) Lead Aircraft Refueller/ Serviceman shall receive \$2.00 per hour in addition to employees basic hourly rate.
- 3c) Lead Facility person shall receive \$2.00 per hour in addition to employees basic hourly rate.
- 3d) Lead Tank Farm Operator shall receive \$2.00 per hour in addition to employees basic hourly rate.
- 3e) Lead Mechanic shall receive \$2.00 per hour in addition to employees basic hourly rate.
- 3f) The Shop Committee Chairperson shall receive \$2.00 in addition to employees basic hourly rate.

ARTICLE 26.00 - PENSION

The Company shall make the following contributions to the International Association of Machinists Pension Fund on behalf of each full time employee covered under this Agreement:

Effective December 1, 2004, the Employer's contribution shall be \$3.50 per day for each day employee receives salary from the Company to a maximum of five (5) days per week. In the event the I.A.M. Pension Plan fails to meet Canadian legal requirements the monies herein negotiated shall be contributed to a jointly administered trust fund. The Trustees designated by their respective parties shall be obligated to carry out the intent of this provision. The Company's sole liability under this clause is to make the required contributions. During the life of this Agreement, the parties agree that should the Union explore the possibility of diverting wages into the I.A.M. Pension Fund, they shall meet to discuss same with a view to improving the Pension benefits to the employees covered by the plan.

As per attached letter of Agreement.

Employees hired after December 10th, 1991 shall have pension contributions made by the Company to the plan after one (1) year of employment

ARTICLE 27.00 - MISCELLANEOUS

27.01 The Company to pay the current license rate for mechanics who hold a 310T Class Mechanical License or its equivalent and whose license is renewed during the life of the Agreement.

- 27.02 The Company will make every reasonable effort to have the Agreement duplicated within six (6) weeks of signing a new Collective Agreement.
- 27.03 Unassigned
- 27.04 The Company pay day is Thursday of each week.
- 27.05 Errors in pay cheques shall be handled in the following manner:
Forms are available for errors on pay cheques. Employees are to complete the form as soon as possible and submit it to the office within one (1) hour of the employee's receipt of the pay stub. If the error is verified as the Company's mistake, it shall be corrected the same day. If not, it shall be corrected the next business day. Pay cheque errors in excess of \$20.00 shall be paid the same day. Errors of \$20.00 and below shall be corrected in the next pay period.
- 27.06 Vacation pay shall be paid on Thursday prior to vacation.
- 27.07 During our recently concluded negotiations we discussed Article 17.07, its' intent and associated problems involved. It is the Company's intent that no employee will be required to work beyond five and one-half (5.5) hours without a meal break.
- 27.08 In cases where employees are involved with weekly indemnity and/or compensation, the Company shall report an employee's wage losses, not days off due to such to ensure any such employee receives his full entitlement.

27.09 Employees will only be required to have an " A license on a voluntary basis, unless the present law changes to make it mandatory. If the law does change during the life of the Agreement, the Company will meet and negotiate with the Union how the requirements are to be met.

27.10 Method of Flight Distribution

As a result of discussions at the 2004 negotiations, the Company and Union agree to meet at the Shop Committee level to review from time to time the method of flight distribution.

The Committee will meet to discuss and try and improve the system with respect of,

1. Due regard for personal exposure to the elements.
2. Requirements and efficiency of the operations.

Such meetings shall result in reaching a mutual agreement (not to be unreasonably withheld) or either party may refer the matter to arbitration for a final decision.

ARTICLE 28.00 - PART TIME EMPLOYEES

- a) Part-time employees shall be defined as persons who are employed by the Company to supplement the regular work force provided they are not called into work outside an established shift.
- b) Part-time employees may be used to replace employees on sick leave, vacations or authorized leave of absence. The total number of part-time employees shall not exceed 25% of the combined

total number of Aircraft Refuellers/Servicemen assigned to a shift i.e. morning shifts or afternoon shifts. For the purpose of this section, morning shifts will be those with starting times between 0500 hours and 1200 hours and afternoon shifts shall be those with starting times between 1201 hours and 1959 hours. (Exception of Article 17.02 (g) A minimum of 51% of the employees who elect to take 5&2 blocks shall be on split weekend shift which will be bid by seniority (Based on forty hours per week). Other shifts in the block shall be in accordance with Article 17.03 herein. (Part Time numbers may be increased to cover the Split Weekend coverage (i.e., Friday and Saturday/Sunday and Monday). The specific numbers will be set by mutual agreement of the Joint Scheduling Committee at the Fall Schedules).

- c) Part-time employees shall come under the terms of Article 4 herein, and the Company shall indicate on the formal remittance who the part-time employees are.
- d) Part-time employees shall not accrue seniority as provided in Article 12 herein but shall have a part-time seniority list, calculated on calendar time and on actual hours worked. Calendar seniority shall be used for lay-off and recall and for purposes of being offered full-time vacancies. Such vacancies shall be offered to part-time employees in order of seniority. Part-time employees may refuse and elect to remain part-time. Such refusal shall not prejudice the employee on any subsequent full-time opening.

- e) When a part-time employee accepts a permanent full-time vacancy, his total hours worked shall be calculated and divided by eight (8) and the employee shall be credited with the result in determining his position on the full time seniority list (example - a part-time employee who has worked 1040 hours shall be credited with six (6) months seniority).
- f) If a part-time employee moves to full-time and subsequently returns to part-time, he shall appear on the part-time seniority list in his original position, i.e. using his actual hiring date as a part-time employee.
- g) Full-time employees shall not be laid-off without being given the opportunity to work on a part-time basis, but may elect to accept lay-off without prejudice to any of their rights under the Collective Agreement.
- h) A permanent full-time position for the purposes of this Article is none other than to replace employees on sick leave, vacation, or authorized leave of absence.
- i) Part-time employees shall not be eligible to work overtime unless full-time employees are not available to perform the work. NOTE: Available means last in overtime procedures in 18.01d.
- j) (a) All full-time bargaining unit employees as of December 31st, 1985 shall not have their full-time status reduced to part-time status during the life of

this Agreement by the introduction of part-time employees.

(b) In the event of a lay-off of any of the above employees the Company will not employ any part-time employees until all of the above have been recalled to fulltime or left the employ of the Company.

- k) If the total number of hours worked by part-time employees on a shift exceeds the maximum that Items (B and L) under this Article would generate, the Company agrees to adjust the schedule to incorporate sufficient full-time employees to cover such excess and must not use part-time employees until such adjustment to the schedule are completed.
- l) A part-time employee will be guaranteed a minimum of four (4) hours to a maximum of six (6) hours any time he reports for work and shall not exceed twenty-four (24) hours in any calendar week.
- m) Part-time employees shall work a predetermined monthly schedule posted at least forty-eight (48) hours in advance, with a copy to the Shop Chairperson. No working period may be cancelled with less than twelve (12) hours notice. Shift changes by part-time employees are limited to two (2) per calendar month. Any additional to be subject to approval by the Shop Chairperson or designate.
- n) Part-time employees on posted starting times shall not be allowed to work outside the four (4) hours immediately following such posted starting time.

Where a part-time employee is utilized to replace a regular employee who is absent from work for any reason, the above mentioned starting times do not apply provided that there shall be no back to back shifts of part-time employees. Where the hours worked by a part-time employee exceed six (6) hours in any one (1) day or twenty-four (24) hours in any calendar week, the Company will, upon receipt of a grievance, pay to the senior employee who files such grievance, who would have been available to perform such work, an amount equal to the time worked by such part-time employee in excess of the above mentioned daily weekly limitation.

- o) When part-time employees are hired, the Local Lodge will be contacted and given the opportunity to supply qualified persons.
- p) Each part-time employee shall be required to punch a time card. Part-time employees time cards and hours worked by each part-time employee shall be available to the Shop Chairperson upon request.
- q) Part-time employees shall come under all the other terms of this Collective Agreement except:
 - Article 17.00
 - 18.00
 - 22.00
 - 26.00
 - 27.07
- r) Any part-time employee unable to meet the majority

of available part-time shifts the Company requires over any thirteen (13) week period may be terminated and such termination by the Company shall not constitute a difference between the parties for the purposes of Article 10.01 herein.

- s) The Company will distribute part-time hours as equitably as possible amongst part-time employees based on part-time employees availability.
- t) Statutory holidays are in accordance to the Canada Labour Code rates. Vacations are to be in accordance with the provisions of Article 21.00 herein for entitlement purposes, however part-time employee's actual vacation shall be based on his average days of work per week over the previous twelve (12) months split into weeks. In the event the part-time employee has been employed for less than twelve (12) months, the average shall be based on his length of service to date.
- u) Part-time employees at time of hire must advise in writing with copy to Union Shop Chairperson:
 - 1. Availability of at least twenty (20) hours per week with at least one (1) day on week-end i.e. Saturday or Sunday.
 - 2. Specific hours with a minimum of four (4) consecutive hours during needed periods in each day of availability.

ARTICLE 29.00-REDUCED WORK WEEK (VOLUNTARY)

The Company may declare that its operations could permit a reduced work week to a maximum of 15% of the employees in a classification.

Such reduced work week may consist of a standard work week of thirty-two (32) hours worked in four (4) consecutive days of eight (8) consecutive hours each, inclusive of meal and rest periods, or twenty-four (24) hours worked in three (3) consecutive days of eight (8) consecutive hours each, inclusive of meal and rest periods.

Employees wishing to work such a reduced work week will notify the Manager in writing with a copy to the Shop Chairperson.

The Company shall assign employees to such reduced work week schedules based on seniority from amongst those employees who have indicated their desire to work such schedules.

Employees who elect and are subsequently assigned such reduced work week schedules will remain on such schedules for the duration of the schedule unless other arrangements are made with the Company or subject to a return by way of job posting.

All of the other provisions of the Agreement apply to such employees except Article 17.00.

It is understood in implementing the above, the normal schedule in Article 17.00 herein shall be posted and bid first to allow afternoon employees to move up and fill morning slots in natural progression.

ARTICLE 30.00-JOB DESCRIPTIONS

30.01 TANK FARM OPERATOR

Carry out all work related to tank farm as per training program and operations and procedures manual, however, such employees shall only be required to carry out the duties herein and shall not be assigned to other duties involving repair and/or maintenance of hydrant carts, tanker or vehicles, etc.

- a) The training and trial period of any successful applicant shall be ninety (90) calendar days, during which time he will be assessed and if at the end of that time or sooner by mutual agreement, then the employee would return to his former position without loss of and with accrual of seniority. However all applicants would be required to show some aptitude by passing an exam that is related to a basic mechanical aptitude. A pass mark of 75% must be achieved by any such applicant.
- b) The pay scale for all new employees into the classification (those hired from outside the existing work force after date of ratification or transferring from other classification) shall be paid on the same scale as Aircraft Servicemen in the current scales at the time of hiring.

30.02 TANK FARM OPERATOR TRAINING PROGRAM

- 1. Fuel Storage Tanks - Capacity, dips, forms, gauges, roof type, roof supports, grounding, sumping, type of suction, levels, alarms and their functions, inlet valves, outlet valves, maintenance, cathodic protection.

2. Operating Pumps - Type, size, pressure controls, functions, flow controls, filters, differential pressures, water slug valve, filter replacements, maintenance, forms.
 3. Extinguishers - Type, functions, forms, maintenance.
 4. Tenders - Rules and procedures by pipeline and by truck.
 5. Diesel Generator - Function, maintenance, operations, forms.
 6. Fire System - Fire alarms, type of detectors, tank alarms, foam system fire hydrants, procedures, in case of emergency.
 7. Console - Rules and procedures re operation of console.
 8. Oil/Water Separator -Functions and procedures.
 9. Electrical -Operation, M.C.C., forms, procedures, maintenance.
 10. Fuel Quality Control -Clear and bright, millepores, gravity, forms, etc.
- 30.03 Lead Aircraft Refueller/Serviceman
Subject to final Company authority, Leads may be required to:
- a) Assign work.

- b) Give directions as to proper use of equipment work methods and procedures, safety practices.
- c) See that assigned personnel are properly utilized.
- d) Instruct new employees if the Lead is so assigned to such duty.
- e) Perform the work of his classification.
- f) Shall be responsible to supervision for the performance of the above duties.
- g) Perform incidental paperwork related to the above item. Leads shall not supervise (except when promoted), distribute wages, pass on employment, mete out disciplinary action, nor discharge employees.

**30.04 Lead Tanker Aircraft Refueller/ Serviceman
Tanker Co-ordinators may be required to:**

- a) Assign work.
- b) See that assigned personnel are properly utilized.
- c) Perform work of his classification including fuelling aircraft if the operation requires it.
- d) Be responsible to supervision for the performance of all his duties.
- e) Perform necessary paperwork, answer telephones, etc. and general organization of the tanker operation.

ARTICLE 31.00 – SICK DAYS & SICK LEAVE

- a) Each employee hired prior to December 11th, 1991 who has completed his probationary period shall be entitled to six (6) days sick leave with pay between June 1st of one year and May 31st of the next year.
- b) The total number of sick days used by each employee during the year will be subtracted from the authorized

amount (i.e. six (6) days). The balance will be paid to the employee based on nine (9) hours per day at the straight time hourly rate. If an employee elects not to receive pay at this time for unused sick leave he may continue to accrue sick days for the term of the Agreement to a maximum of fifteen (15) days to be paid within fourteen (14) days after the expiry date of the Agreement. Any employee receiving Weekly Indemnity may elect to supplement each Weekly Indemnity with his paid sick leave in minimum units of 1/4 day.

- c) Full Time Employees hired after December 10th 1991 shall receive one (1) sick day in year one, two (2) sick days in year two, three (3) sick days in year three, and four (4) sick days in year six. Also, as of December 11, 2006: four (4) sick days in year four.
- d) Full Time Employees hired after December 10, 1991 shall be able to accumulate unused sick days to a maximum of 8 days. Employees can request payment for any accumulated unused sick days from previous years at 9 hours (at current base rate) per day.
- f) Employees when calling in sick shall give the nature of the illness, address and telephone number of location where they are staying when sick.
- g) In the instance where an employee is off sick for two (2) or more working days in one illness he may be required to produce a Doctor's certificate or an attending physician's statement.
- h) In the event of industrial accident when the employee is sent home by the doctor, he shall be paid for the full day.

ARTICLE 32.00 – EMPLOYEE TRAINING

In an effort to ensure that all new employees become “qualified persons”, the training of new employees shall be the sole responsibility of the Company. The Company shall determine the length and duration of the training periods for new hires and shall make every reasonable effort to ensure that the Company rules and regulations along with those of their customers and that of the Airport Authority rules are fully understood and adhered to.

Upon completion of the training period, a new hire(s) will accompany a selected and qualified unionized worker to further familiarize such new hire with the Company’s operations for the period of at least one complete work week. Any and all such selected and qualified unionized workers will receive a premium added to their hourly wages equal to the amount of \$1.00 per hour per new employee.

The Union Shop Chairperson shall be kept advised of all new employees work assignments/job classification upon being hired by the Company.

ARTICLE 33.00 – LOSS OF AVOP LICENSE

It is agreed that the company can accommodate two (2) such employees, at a time on a first come first serve basis. Such employee(s) will be assigned shifts by the Company in areas where the employee is not to drive any vehicle for the duration of the employees’ AVOP license suspension, and where the Company may best be able to utilize the employee. Any such employee shall use up any additional unused vacation days first. Any such arrangement

shall be discussed and adjusted with the union Shop Chairperson. The intent is to allow such employee(s) to work with the least adverse impact on his/her earnings and wage rate.

Such period of accommodation shall not exceed twenty (20) days from the date of such AVOP suspension.

If during this period any other employee(s) lose their AVOP, 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.

The Company reserves the right to deny this entitlement if it can reasonably be shown that such employee has not been forthcoming in reporting such loss of AVOP to the Company, if such loss of license was done purposely by the employee, or if such employee is a repeat offender.

ARTICLE 34.00 – MECHANIC APPRENTICESHIP PROGRAM

- 34.01 Apprentices will be granted education leave for the purposes of apprentice schooling (usually 3 times/8 week courses).
- 34.02 Apprentices will be reimbursed their education fees (tuition, reasonable parking fees and college surcharges), upon proof or receipt of payment. Upon successful completion of each level of their theory classroom training the apprentice will also receive the difference in lost wages (of base rate) from attending school and what he receives from the government

(E.I.). Normally referred to as “top up” of his wages. Employee must show proof of passing school.

- 34.03 Failing to complete school due to the Apprentices' neglect will result in the employee's expulsion from the Apprenticeship Program.
- 34.04 Emergency leave, sickness or undue hardship causing the employee to not complete the course at that time will be rescheduled with the cooperation from the Ministry and the Company.
- 34.05 Any Apprentice not passing any level of schooling with the exceptions as stated will be required to reschedule their course within 6 months at their own expense. Scheduled by the company as to have minimal impact on the operation. In addition all increases will be frozen until such time as the Apprentice successfully completes the level in question.
- 34.06 Hours required for completing the 310t Apprenticeship Program as set out by the Ministry of education and colleges (currently 6700 hours).
- 34.07 Upon completion/graduation of schooling, apprentice will have one (1) year in which to pass the Certificate of Qualifications. If Certificate of Qualifications is not attained within one (1) year of completion of school the employee will be reduced to utility rates (based on seniority) and will be classified as a utility man, until such time as the employee produces proof of

passing Certificate of Qualifications. At which time, employee will go to \$1.00/hr. less than Top Rate Mechanic for one (1) year.

APPRENTICE RATES:

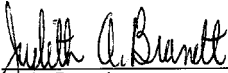
In conjunction with the qualifications detail in the Apprentice Program.

- 0-6 months – 60% of top rate mechanic base hourly rate
- 7-12 months – 65% of top rate mechanic base hourly rate
- 13-18 months – 75% of top rate mechanic base hourly rate
- 19-24 months – 85% of top rate mechanic base hourly rate
- 25-36 months – 90% of top rate mechanic base hourly rate

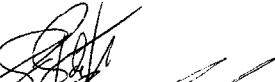
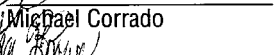
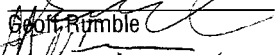

DATED at Mississauga this 25th day of April, 2006.

CONSOLIDATED AVIATION
FUELING OF
TORONTO ULC

THE INTERNATIONAL
ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS



Judy Brandt


Jules Mohrari
John Muirhead
Clay Mumford
Sandro Sperduti
Michael Corrado
Ken Brown
Wayne Notto
Geoff Rumble
Scott Caron
Steve Vody

LETTER OF AGREEMENT NO. 1

I.A.M. LABOUR MANAGEMENT PENSION FUND (CANADA)

It is agreed that for the duration of this Collective Agreement, the Company shall make payments to the I.A.M. Labour-Management Pension Fund (Canada) for every employee performing work in a job classification covered by this Collective Agreement as follows:

1. Effective June 1, 1994, the Employer's contribution shall be \$3.50 per day for each day employee receives salary from the Company to a maximum of five (5) days per week. This contribution shall be limited to a maximum of forty hours per week.
2. Regular hours mean all hours worked on regularly scheduled shifts and shall not include overtime work, but shall include equivalent regular hours paid for in the form of annual vacation and statutory holiday pay which occur during the employee's term of employment with the Company.
3. Contributions are payable for all employees covered by the Collective Agreement, either regular or part time, from the first day of employment.

The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement, which has been signed by the Company and the Union.

2. The Pension Plan adopted by the Trustees of the said Pension Plan Fund shall, at all times, confirm with the requirements of the Pension Benefits Standard Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund. Such audits shall not be carried out until suitable date and time has been arranged with the Company. The Company shall not arbitrarily withhold and delay arrangements for an audit.
4. If the Company shall fail to make its contributions to the Pension Fund by the twentieth day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable attorney's fees and arbitration fees, in addition to interest in an amount equal to one percent (1%) of the unpaid contribution for each full calendar month the contribution remains unpaid.

The parties further acknowledge that no other Agreement between the Company and the Union regarding pensions or

retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada).

Copies of any renewal or extension Agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Company.

This obligation for pension contributions covers the operations of Consolidated Aviation Fueling of Toronto ULC at Lester B. Pearson International Airport, Mississauga, Ontario.

APPENDIX "A" - GROUP INSURANCE

- 1 Effective as mutually agreed the Company and the Union agree to implement the new Group Insurance Program as outlined hereunder and handle all of the administration required for the plan(s). Coverage starts the first day of month after qualification time.
- a) Life Insurance and Accidental Death and Dismemberment
100% of annual salary/base rate Company paid.
Rounded up to the nearest \$1,000.
-Coverage to commence after 90 days of employment.
- b) Optional Life and A.D.& D.
An employee may add optional Life and A.D.& D. of \$25,000.00 at a rate of \$0.35 per \$1,000.00 of coverage on payroll deduction. Deducted weekly.
- c) Weekly Indemnity – Upon completion of the probationary period (180 days)
-When an employee qualifies for weekly indemnity the amount of such payment shall be at 66% of weekly salary.
-This disability plan provides for weekly indemnity based on 66% of weekly salary (40 times the hourly rate) per week from the first day of accident and fourth day of illness, for a maximum period of seventeen (17) weeks. The carrier shall deduct a flat 15% as income tax at source.

- d) Long Term Disability – After one (1) year of employment
A long term disability benefit to be paid after the weekly indemnity benefits, equivalent to 60% of monthly earning with a maximum of \$1,600 per month for a maximum of sixty (60) months and ending sixty (60) months after the first monthly payment. (Contributions to be deducted from employees)
- e) Dental - After one (1) year of employment
Comprehensive dental plan, Greenshield Basic Plus 5 plan based on the 3 years behind ODA Fee Schedule.
- f) Healthcare – After eighteen (18) months of employment
NOTE: Prescription drugs with \$5.00 deductible.
- g) Optical - After eighteen (18) months of employment
Optical plan with a maximum of one hundred dollars (\$100.00) each two (2) year period for prescription glasses or contact lenses for each member of the family along with eye examinations once every 24 months by a licensed ophthalmologist or optometrist.
- h) Travellers' Protection - After eighteen (18) months of employment
Travellers' Protection (Global Medical Assistance Program) shall remain as a part of the Group Insurance package so long as this Agreement is in force.

3. Group Insurance coverage will terminate on the last day of the calendar month during which an employee last earned wages except for an employee on sick leave pursuant to Article 14.05 hereof.
4. Married employees may opt to belong to the Group Insurance Plan as either married or single status.
5. The Company agrees to pay any increase in costs as a result of a premium increase by the carrier for the coverage listed in Appendix " A during the life of this Agreement.
6. The Company agrees to pay one dollar (\$100) per month per employee to the Union to pay for any administration costs to the Union and to supply the Union with a list each year on the anniversary date of all employees to be covered by the plan(s)
7. The anniversary date of the coverages listed in Appendix " A will be 1st of December of each year. Hourly rates in effect on the anniversary date will be used throughout the fiscal year for the calculation of the premium payable under Appendix " A . However, the actual hourly rate will be used if and when a claim is submitted.
8. Once per calendar year, employees who are absent due to illness and who qualify for and receive the first compensation week of disability, shall receive a like amount from the Company pro-rated for the three-day waiting period for any scheduled work days ~~lost~~ due to illness.

9. For the Weekly Indemnity waiting period to begin, an employee becoming ill must call the Company and report such illness unless circumstances prevent making the call.
10. Premiums negotiated to maintain the Long Term Disability Plan shall be added to the employee's taxable allowances as recorded on his annual T-4.

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