

EMPLOYER	Union	
EFF.	9/05/03	
TERM.	9/05/08	
NO. OF EMPLOYEES	21	
NO. OF EMPLOYÉS	21	

THIS AGREEMENT MADE AS OF THIS 18th DAY OF March, 1991

BETWEEN: **PLH AVIATION SERVICES INC.**
Edmonton, Alberta
(Hereinafter called the "COMPANY")

OF THE FIRST PART,

- and -

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the International
Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
(Hereinafter called the "UNION")

OF THE SECOND PART.

MAY 16 1991

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WHEREAS, it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees.

NOW THEREFORE, the Parties have agreed at a meeting held in Calgary, Alberta to amend Labour Agreement expiring on the 31st Day of March, 1991 as follows.

ARTICLE 1 - INTERPRETATION AND EXTENT

Interpretation:

- 1:01 In the event that any word, phrase, sentence, Section or Article of this Agreement, is declared invalid by any Court of competent jurisdiction only such word, phrase, sentence, Section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

ARTICLE 2 - UNION SECURITY

Coverage:

- 2:01 The Company recognizes the Union as the sole Bargaining Agent for the employees covered by this certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's certification.

Membership:

- 2:02 The Union shall have the exclusive right to determine who is a member in good standing.
- 2:03 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company, subject to the Canadian Labour Code.
- 2:04 Any employee who has been laid off for any reason and who does not retain his membership in the Union will not retain his seniority with the Company.
- 2:05 All employees covered by this Agreement must be members in good standing of the Union.
- 2:06 New employees shall be required to sign authorization cards for deduction of initiation Fee, Union Dues and Assessments as required by the Bylaws of the Union. Such deductions shall be forwarded to the Union not later than the last day of the month in which deductions were made.

Picket Lines:

- 2:07 It shall not be considered a violation of this Collective Agreement or a violation of the "no strike" clause if employees refuse to fuel aircraft when such airline employees are on strike.

Strike and lockout:

- 2:08 During the term of this Agreement there shall be no lock-out by the Company and no strike, stoppage of work, or slow-down, either impartial or general, authorized by the Union.

Business Representative:

- 2:09 The business representative of the Union shall be permitted access to the company to attend to Union matters concerning employees in such departments, providing that such visits do not interfere with the operation of these departments. The Union representative will check with the office before making such visits.

Shop Stewards:

- 2:10 The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

Shop Stewards will suffer no loss of regular pay when processing grievances under Step 1 and 2 of the Grievance Procedure.

- 2:11 The Company shall allow time off without pay to any man who is serving on a Union committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operations of the business and provided forty-eight (48) hours written notice is given to the Company by the Union specifying the length of time off.

ARTICLE 3 - HIRING

- 3:01 In the event that a person not a member of the Union shall be taken into employment by the employer, such person shall join the Union within fourteen (14) days of his hiring or be replaced. Joining the Union means filling out an application card.
- 3:02 The employer shall furnish to the Union, a list of new employees taken into employment by the employer by adding the names and Social Insurance Numbers of said employees to the monthly check-off list.

Contract end Hired Trucking:

- 3:03 The Company agrees not to sub-contract the fueling of aircraft to any other company. It shall fuel all aircraft and any other equipment with its own employees.

Contract Work:

- 3:04 If there is a reduction of mechanical staff it will not be a result of the contracting out of mechanical work.

ARTICLE 4 - NEW CLASSIFICATIONS

- 4:01 If the Company desires to place new classifications of work under this Agreement the Parties agree to negotiate immediately the wages and benefits for such new classification and these wages and benefits shall be retroactive to the date of commencement of the new classification.

5:01 The Company has the right to discharge any employee for just cause. Employees shall be notified in writing, the reason for their dismissal. A copy shall also be forwarded to the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations shall not be inconsistent with this Agreement.

6:02 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.

ARTICLE 7 - WAGES AND WAGE STATEMENTS

Wages:

7:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

Statement:

7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement: In respect of all payments made to such employee of the Company. Such statement shall show the hours worked, the total overtime hours worked, the rate or rates applicable, the gross amount of wages, vacation pay and pay for Statutory Holidays and all deductions made therefrom.

7:03 Employees shall be paid on Thursday of each week. Employees may elect to receive their pay by direct deposit into employees Bank Account or appear in person for such pay cheque on the scheduled pay day. Documentation authorizing the Company to make direct bank deposits must be on file with the Company in advance of such implementation.

7:04 Vacation pay shall be paid on a separate cheque prior to start of vacations.

7:05 If an employee terminates on his own accord he will be paid on the next scheduled pay day.

7:06 In the event an error of 8.0 hours pay or more is made to an employees pay it shall be promptly corrected by issuing a separate cheque to cover any such error.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Hours of work:

8:01 The work week for all Regular Full-time Employees covered by this Agreement shall be five (5) consecutive

- 8:01 days of eight (8) hours duration each, with two (2) consecutive days off. All Regular Full-Time Employees shall work eight (8) straight hours per day which will include a thirty (30) minute lunch period.
- 8:02 a) The regular day shift hours of work shall be between 06:00 o'clock a.m. and 4:00 o'clock p.m. A shift premium of forty-five (\$.45) cents per hour shall be paid if the shift commences between the hours of 12:00 o'clock noon and 7:59 o'clock p.m. (for all hours worked).
- b) A shift premium of sixty (\$.60) cents per hour shall be paid if the shift commences between the hours of 8:00 o'clock p.m. and 5:59 o'clock a.m. (for all hours worked).
- 8:03 When a Regular Employee reports for duty on his regular scheduled work day he shall be guaranteed a minimum of eight (8) hours work and or pay from his regular scheduled starting time unless the employee leaves of his own volition.
- 8:04 When Regular Employees report for duty on a call back basis Inconsistent with their regular scheduled work day or shift they shall be guaranteed a minimum of four (4) hours work, but after the completion of the duty they were called for they may book off with a minimum of two (2) hours pay at overtime rates.
- 8:05 All hours worked in excess of the dally maximum will be deemed overtime end paid for as such until a shift break of eight (8) hours occurs.
- 8:06 All shifts will be bid on to coincide with Airline Schedules. These shifts will be posted seven (7) days prior to bidding. Seniority will prevail for purposes of bidding.
- 8:07 All new jobs or vacancies will be posted for seventy-two (72) hours For bids. Seniority shall prevail for shift preferential, new jobs or vacancies provided the employee is qualified. There shall be no job bumping privileges except in the case of senior employees being displaced on their shift by a layoff or shift discontinuance. The senior employees may exercise their seniority over junior employees in the same unit and be placed on a shift of their choice. The senior employee may only exercise this preference once in each case of layoff or shift discontinuance.

Daily Overtime:

- 8:08 All time worked immediately prior to and/or immediately following the employee's regular hours, shall be totalled and paid at applicable overtime rates.
- 8:09 Shift overtime shall be allotted wherever possible on the basis of seniority in a voluntary manner provided the employee is capable of doing the job. However, upon reaching the bottom of the list with respect to seniority the junior employee shall be required to work the overtime.
- No employee shall be required to work overtime in excess of eight (8) hours per week.
- 8:10 a) All time worked before or after the regularly established shift for that employee and which is

3:10

- a) in excess of eight (8) hours per day shall be considered overtime and paid at the established overtime rate of time and one-half (x 1 1/2) for the first four (4) hours and double the straight time rate thereafter.
- b) An employee working on the sixth (6th) day worked and on a General Holiday shall be paid at the rate of time and one half (1 1/2) for work performed on such day. An employee working on the seventh (7th) day worked shall be paid at the rate of double time (2X) for work performed on such day.
- c) An employee working overtime in excess of two (2) hours, shall be allowed a thirty (30) minute period with pay, at the overtime rate, between the tenth (10th) and twelfth (12th) hours for lunch. In addition the Company will provide a meal allowance in the amount of six dollars and fifty cents (\$6.50). The meal allowance shall be accumulated and paid by separate cheque bi-monthly.

ARTICLE 9 - SENIORITY

9:01 Seniority of each employee covered by this Agreement shall be established after a probationary period of ninety (90) calendar days. All time off for injury disability, illness, authorized leave of absence etc. shall be added to the probation period. If the employee is retained in the service of the Company beyond that date, his seniority will date from the day he was last hired. During the probationary period regular full-time employees will be covered by and entitled to, unless specifically excluded, all of the terms and conditions of this Agreement, except that they may be displaced or discharged. Such discharge shall be deemed to be at the sole and full discretion of the employer and shall not constitute an arbitrable difference between the Parties.

Seniority List and Classification:

9:02 The Company shall keep on its premises an up-to-date list of all employees showing the date when each commenced his employment and classification, hourly rate and Social Insurance Number. The Company will forward a copy of this list to the Union, at least once every three (3) months, and shall be forwarded with the Check-off List.

Layoff and Rehire:

9:03 a) Employees shall receive seventy-two (72) hours notice of layoff except as follows:

Where any labour dispute disrupts the movement of aircraft at the Edmonton International Airport.

b) The Company when laying off employees shall lay them off in reverse order of their seniority of employment within their classification.

9:04 When vacancies occur, the Company shall rehire laid off employees according to their seniority within their classification,

:05 There shall be two classifications of seniority:

- a) Facilitymen
- b) Truck Drivers

Any employee wishing to transfer from one classification will make application to the Company in writing and will be given preference over a new applicant provided he can meet the Company's qualifications.

When an employee transfers from one classification to another classification, he may retain his seniority in his former classification for a maximum of thirty (30) calendar days.

Loss of Seniority:

9:06 Seniority will not be retained by any Regular Employee who is laid off for lack of work and who is not recalled within a period of twelve (12) months from the date of layoff.

9:07 An employee laid off due to a reduction of forces shall, when laid off file his address with the Company and thereafter keep the Company informed of his current address. In rehiring after layoff, the Company agrees to recall employees by job classification in the reverse order in which they were laid off (last one out, first one back), provided that the period of layoff does not exceed one (1) year. Notice of re-call shall be sent by telegram to the 1st address filed with the Company. Failure to respond within seven (7) days of the telegram being sent automatically closes out the employee's record.

ARTICLE 10 - GENERAL HOLIDAYS

Entitlement:

10:01 a) Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the General Holidays listed. The following General Holidays shall be observed:

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

If the Federal or Provincial Government declares an official General Holiday it will be observed and paid for as such.

b) Due to the continuous nature of the operation, it may be necessary for employees to work on a General Holiday. In such cases the employee will be given an alternate day off with pay in lieu of the General Holiday. The General Holiday schedule shall be made up of a block of five (5) days., The remaining days (maximum of four) will be given at a time mutually agreed upon with the employee provided two (2) weeks written notice is given to the employer. Such time may be in conjunction with annual vacation so long as it does not interfere with another employee's annual vacation.

- 10:01 c) Employees are eligible for a General Holiday provided that the employee is entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the General Holiday. Employees shall not lose entitlement for absence caused by a Workers' Compensation claim that has been accepted.
- d) In the event of a General Holiday falling on an employee's day off, the employee will receive another day off with pay in lieu of that General Holiday.
- e) In the event of a General Holiday falling during an employee's vacation, the Holiday shall be taken as an extra vacation day.
- f) An employee who works on a Holiday shall be paid in accordance with the Canada Labour Code.
- 10:02 If an employee is laid off within thirty (30) days of any General Holiday(s) and then rehired within thirty (30) days of that Holiday, the employee shall receive Statutory Holiday(s) credit, i.e. extra day's pay or day off with pay for each General Holiday falling within that period.

ARTICLE 11 - ANNUAL VACATIONS

- 11:01 Vacations will be granted on the basis of calendar years of service with the Company. A calendar year will be from January 1 to December 31 of each year.
- (i) Employees commencing employment with the Company between the dates of January 1 and June 30, will have January 1 in the year in which employment commenced as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- (ii) Employees commencing employment with the Company between the dates of July 1 and December 31, will have January 1 in the year following commencement of employment for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- (iii) In the first year of employment employees will be credited with one day of vacation for each month of employment to a maximum of ten (10) days during that calendar year, such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be 4% of the gross wages paid that employee in the portion of the year worked.
- All employees shall receive:
- a) Two weeks vacation with pay after the completion of each calendar year of service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages paid that employee during the year in which he qualifies for such vacation, or

- 11:01 b) Who have completed three (3) years of continuous service with the Company shall receive in the next succeeding year of employment and each succeeding year thereafter three (3) weeks vacation with pay in an amount equal to six percent (6%) of the gross wages paid that employee during the year in which he qualified for such vacation or
- c) Who have completed ten (10) years of continuous service with the Company shall receive in the next succeeding year of employment and each succeeding year thereafter four (4) weeks vacation with pay in an amount equal to 8% of the gross wages paid that employee during the year in which he qualified for such vacation.
- 11:02 Employees will not be called out to work during any vacation period or days off attached thereto.
- 11:03 Should a General Holiday occur while an employee is on Annual Vacation, he shall receive another day off with pay, in lieu of said General Holiday.
- 11:04 It is understood that employees will be given access to the full year (January 1 to December 31) for vacation purposes.
- 11:05 (a) Vacation lists shall be posted on January 2nd of each year, and employees shall designate their choice of vacation time before February 28th. If an employee fails to designate his choice of vacation on such listing while posted, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by April 1 and it shall remain posted for the balance of the year.
- (b) During the employers prima season (May 1 to September 30) the Company will use the following formula for the determination of the number of employees allowed on vacation at any one time:
- In each classification: 1 to 10 employees = 1 off
11 to 20 employees = 2 off
- Preference for vacation shall be by seniority within each classification.
- (c) Annual vacation shall be allotted before General Holidays and seniority shall prevail.
- 11:06 Employees shall take their annual vacation within the calendar year they are entitled to the said vacation.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

- 12:01 The meal break shall not commence before the third (3rd) hour from the employee's starting time or commence later than the fifth (5th) hour from the employee's starting time.
- 12:02 A coffee break of fifteen (15) minutes will be allowed for each employee during each half of each shift.

Labour Management:

- 12:03 The Company shall establish during the term of this Agreement a Labour/Management Committee. This Committee will be advisory in nature and will meet for

12:03 discuss and recommend on matters concerning operations, but will not deal with interpretation of this Agreement. Each party will endeavour to inform the other in advance, of the subjects they wish to discuss at these meetings.

Safety:

12:04 In keeping with the Workers' Compensation Act, a Safety Committee shall be established, consisting of two (2) members from within the bargaining unit and one (1) member of Management. The Resident Manager or his delegate, shall act as chairman. The Committee shall meet for one-half (1/2) hour once each two (2) months to discuss and recommend on safety matters and to promote a co-operative interest in the safety of the work force.

Safety Equipment :

12:05 Whenever the Company or the Workers' Compensation Act regulations require equipment, to be worn on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible.

- 12:06
- a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. No employee will be required to operate equipment that is not in compliance with the appropriate safety requirements for mobile equipment.
 - b) It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly but not later than the end of the shift, trip or tour all safety and/or mechanical defects on the equipment which they have operated during that shift, trip or tour.
 - c) In the event essential repairs cannot be effected to make equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment when a Company employee refuses to operate such identified equipment.
 - d) It shall be the obligation of the Company to direct the repair as necessary to confirm with the safe and efficient operation of the equipment.

12:07 When split hoses are required, a second employee will be assigned to the pulling and hooking up of the hoses. The Parties agree to refer any misuse of this provision to the Shop Committee for resolve.

Definition: Fueling an aircraft with one vehicle using two (2) hoses one on each side of the aircraft.

12:08 It shall not be reason for discharge or suspension if any employee refuses to work in any area involving bomb scares or hijackings. If recognized airport authorities or those in charge decide any other area is unsafe, such area shall be included under this clause.

- 12:09 The Company shall provide First Aid provisions in accordance with the Workers' Compensation Act.
- 12:10 When an employee meets with a personal injury while on duty, which prevents him from completing his shift and the injury requires medical care, the employee shall be compensated for the full shift on that day.

Jury Duty:

- 12:11 The Company shall continue to pay any employee whose absence is due to service Jury Duty, provided however that all sums received by way of payment for Jury Duty shall be payable to the Company, to the end that no employee shall receive both his regular applicable rate and Jury Duty pay.
- 12:12 It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors,
- 12:13 Regular employees shall have bereavement leave entitlement as follows:
When death occurs to a member of a Regular Employee's immediate family, the employee will be granted upon request, bereavement leave on any of his normal working days that occur during the three (3) days immediately following the day of death.

In the event the funeral is held on an employee's regular work day other than the three (3) days immediately following the day of death, the employee will be granted upon request, leave on that day to attend the funeral.

The employee will be compensated at his regular straight time hourly rate for hours lost from his regular schedule for bereavement leave in the three (3) days immediately following the day of death.

Provided the employee attends the funeral and that day is one other than one of the three (3) days immediately following the day of death, the employee shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day of the funeral.

Members of the employee's immediate family are defined as the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law and grandchild. Step-father and step-mother will be recognized provided such step-father or step-mother had the status of the employee's father or mother.

In the event of the death of the employees grandfather or grandmother, the conditions of this article will apply only if the employee attends the funeral..

Leave of Absence:

- 12:14 Leaves of absence shall be granted at the discretion of the Company. All applications for leaves of absence must be made in writing, all applications will be replied to in writing within three (3) working days and a COPY of such will be remitted to the Union. Employees seniority protection shall be in accordance with the Labour Agreement.

:14 Any employee hereunder on leave of absence engaged in gainful employment without prior permission from the Company and Union shall forfeit his seniority and his name will be stricken from the seniority List and he will no longer be considered as an employee of the Company.

Medical Examinations:

12:15 The Company shall pay employees, who are requested by the Company to take a physical examination. The examination shall be during working hours. If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be applied:

In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee at his own expense, shall have the right to be examined by his personal physician. Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a Medical Consultant to examine the employee with respect to the dispute.

The findings of the consultant shall be final and binding. The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.

Should the consultant deem the employee to be capable of carrying out his regularly assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

12:16 Drivers that have completed one (1) or more years of employment with the Company and who are required to take government Physical Medical Examinations for the purpose of their vehicle Operator's License, will, upon receipt of their doctor's report, make it available to the Company for copying. The Company will then reimburse the driver the cost of such physical examination upon presentation of a receipt showing the driver has paid For such examination.

Higher Classification:

12:17 If a man starts his day's work, he shall not be paid less than his regular posted rate for the day. If work is to be made available at a lower classification he shall be notified the day previous.

12:18 If an employee works at a classification of a higher rate for more than two (2) hours, he shall be paid a minimum of four (4) hours at the higher rate and if he works at a classification of a higher rate for more than four (4) hours, he shall be paid the higher rate for the whole shift.

12:19 a) Protective clothing shall be supplied by the Company consisting of raincoats, rainpants and noise suppressors. Such clothing is to be returned after use in good condition. One pair of rubber gloves will also be supplied and will be replaced when the worn out gloves are returned.

- 7:19 b) Five (5) pairs of pants and seven (7) shirts for Fueling Personnel and eight (8) sets of work clothing, either pants and shirts or coveralls or a combination thereof for Facility Personnel will be supplied at no cost to the employee. Between Oct. 15th and April 15th Fuelers requesting coveralls will be issued with three (3) pairs in addition to normal Issue. Employees will be responsible for all work clothing issued. They are expected to be worn on the job only and will be replaced when worn out work clothing are turned in. Abuse of work clothing will render the employee liable for the cost of same.

Should the Company require the employees to wear any uniform, the Company will supply and maintain such uniform at no cost to the employees.

The employer will supply a spring/fall type jacket replaced every thirty-six (36) months.

A mutually acceptable winter parka will be fully paid for by the Company and replaced each 24 months. The Company will bear the cost of dry cleaning parkas used at work up to three (3) times per year.

Employee Parking:

- c) In those cases where the Company is unable to provide parking facilities for the employees, employee parking fees at the Ministry of Transport parking facilities will be paid by the Company.
- d) Proper washing facilities shall include hot and cold water, hand cleaner, towels, showers and wash basins. These shall be made available by the Company. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy.
- e) Areas of suitable size shall be provided by the Company for protection of the employee's clothes and personal belongings.

Boot Allowance:

- 12:19 f) Full-time regular employees who have attained one (1) year of service will receive a work boot allowance of seventy-five (\$75.00) which will be paid once each year on proof of purchase for a CSA approved work boot acceptable to Workmen's Compensation Board.
- 12:20 The employer agrees to provide space that is readily accessible for the Union notices of direct interest to the employees.
- 12:21 a) Under normal operating conditions, supervisors will not perform work covered under this Agreement.
- b) Employees will be allowed a ten (10) minute wash up period prior to termination of their shift.

Transportation:

- 12:22 When employees are required to use their own vehicles to provide transportation while on Company business, or to provide transportation to or from work at locations

:22 other than Edmonton International Airport, will receive a travelling allowance of twenty cents (5.20) per kilometer.

The Company agrees to pay for the cost of parking for employee's automobile if and when it is required.

ARTICLE 13 - GRIEVANCE PROCEDURE

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

STEP 1:

Any grievance of an employee shall first be taken up between such employee and the Company supervisor. Time limit to institute grievances:

- a) Termination or layoff - five (5) days.
- b) All others - ten (10) days.

However, such employee will be entitled to representation by a Shop steward or a Union representative,

STEP 2:

Failing settlement under Step 1 such Grievance shall be reduced in writing and taken up between a representative of the Local Union or Shop Steward and the Resident Manager. Step 2 must be completed within five (5) working days from the completion of Step 1.

STEP 3:

Failing settlement under Step 2, such Grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving Party shall reduce his Grievance in writing and it will be referred to and taken up between the Secretary or other bargaining representative of the Union and the Manager authorized by the President of the Company. Such referral must take place within five (5) working days from the completion of Step 2.

STEP 4:

Failing settlement under the above Steps the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator will be required to hand down his decision within fourteen (14) calendar days following the completion of the hearing and his decision shall be final and binding on the two Parties to the dispute.

The Arbitrator shall not have the authority or power to add to, or delete from or amend any term of this Agreement.

The cost of an Arbitrator will be borne equally by the Company and the Union,

The Company and the Union may mutually agree to waive any of the above steps and/or time limits in the Grievance Procedure.

TICLE 14

SICK DAYS

- 14:01 a) All regular employees hired on or after May 3, 1988 who have completed one (1) year of service shall be entitled to sick leave. Employees who are eligible for such sick leave are entitled to a maximum of twenty-four (24) hours as of January 1 of each year.
- b) Employees who resign or who are terminated and who have not earned sick day benefits taken, shall repay the Company by means of payroll deduction from the final pay, on the basis of an entitlement of one quarter day (2 hours) per month.
- Any unused sick leave will be paid to the employee at his regular hourly rate of pay during January of each calendar year.
- c) Any proven abuse of the sick leave provisions will subject the employee to immediate dismissal without recourse to the Grievance Procedure.
NOTE: Health & Welfare Plan is included in Appendix "B".

ARTICLE 15 - TECHNOLOGICAL CHANGE

- 15:01 Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of the employees to whom this Collective Agreement applies.
- 15:02 Should automation or technological change cause jobs to disappear, the employee shall have the opportunity to work (providing he is qualified and work is available) in another classification. Should training be
- 15:02 required, the employee shall be allowed up to twenty-one (21) working days without any loss of pay.

ARTICLE 16 - SAVING CLAUSE

- 16:01 No employee who, prior to the date of this Collective Agreement, was receiving more than the rate of wages of this schedule, or working fewer hours than stipulated in this Agreement shall suffer a reduction in wages, special benefits or increase in hours because of the adoption of this Agreement.

ARTICLE 17 - DURATION

- 17:01 This Agreement shall be for the period from and including the 3rd (third) day of May, 1991 to and including the 2nd (second) day of May, 1996 and from year to year thereafter, subject to the right of either Party to the Agreement within ninety (90) days immediately preceding the date of expiry of this Agreement which is the 2nd (second) day of May, 1996 by written notice to require the other Party to the Agreement to commence collective bargaining.
- 17:02 The Collective Agreement shall be effective May 3, 1991, unless otherwise specified.

:03 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike or the employer shall lock-out or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

ARTICLE 18 - SUCCESSORS RIGHTS

18:01 the Purchase, transfer alienation by another in whole or in part of this undertaking shall not invalidate any certificate issued by the Labour Relations Board of Canada, any Collective Agreement or any preceding for the securing of a certificate, or for the making or carrying out of a Collective Agreement.

18:02 The new employer, notwithstanding the purchase, transfer division, amalgamation or changed legal structure of the undertaking, shall be bound by the certificate or Collective Agreements as if he was named therein, and shall become ipso facto, a party to the proceedings relating thereto in place and instead of the former employer,

DATED AT Calgary, Alberta THIS 11th
DAY OF April, 1991.

SIGNED ON BEHALF OF THE COMPANY: SIGNED ON BEHALF OF THE UNION:

PLH Aviation Services Inc.

General Teamsters,
Local Union No. 362

H. Sedell President CEO
D. Sedell 04/12/91

D. C. Kemp

APPENDIX "A"

WAGES

	<u>May 3/91</u>	<u>May 3/92</u>	<u>May 3/93</u>	<u>May 3/94</u>	<u>May 3/95</u>
<u>FUELERS</u>					
0 - 6 Months	\$10.96	\$11.43	\$11.91	\$12.40	\$12.91
6 -12 Months	\$11.96	\$12.43	\$12.91	\$13.40	\$13.91
12 -18 Months	\$12.96	\$13.43	\$13.91	\$14.40	\$14.91
18 -24 Months	\$13.96	\$14.43	\$14.91	\$15.40	\$15.91
24 -36 Months	\$14.96	\$15.43	\$15.91	\$16.40	\$16.91
Thereafter	\$15.96	\$16.43	\$16.91	\$17.40	\$17.91

FACILITY

0 - 6 Months	\$12.26	\$12.76	\$13.28	\$13.81	\$14.36
6 -12 Months	\$13.26	\$13.76	\$14.28	\$14.81	\$15.36
12 -18 Months	\$14.26	\$14.76	\$15.28	\$15.81	\$16.36
18 -24 Months	\$15.26	\$15.76	\$16.28	\$16.81	\$17.36
24 -36 Months	\$16.26	\$16.76	\$17.28	\$17.81	\$18.36
Thereafter	\$17.26	\$17.76	\$18.28	\$18.81	\$19.36

UTILITY

	\$8.00	\$8.24	\$8.49	\$8.74	\$9.00
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Facilitymen:

Employed to maintain Company equipment, and may be used as a truck driver for short emergency periods.

Utility Class - Utility personnel will be utilized to perform tank farm painting, grounds keeping, truck loading, receiving fuel, courier service, parts pick up, janitorial etc. and will not be used for technical or aircraft refueling duties. Existing part-time employees on the payroll as of May 3, 1991 will be given first opportunity to fill such duties.

TOOL INSURANCE

The Company will provide tool insurance to cover Facility Personnel tools. Each Facilityman will keep and maintain a minimum list of tools as provided by the Company in Appendix "D". Each year by May 3rd a tool inventory will be filed with the Manager. Tool insurance covering fire and theft to \$1,600.00 per person with \$100.00 deductible shall be provided by the Company.

Lead Hand

Shall be defined as a person who performs ramp work and directs the work of others. He shall not have the authority to hire, fire, suspend or otherwise discipline other employees and he shall be a member of the Union. It is understood that the Lead Hand will be paid seventy-five cents (\$.75) per hour above the employee/s classification top rate.

Park-Time Employees

The Company may use part-time employees to supplement the regular hourly work force to provide additional help on an incidental basis, under the following conditions:

- (i) When a part-time employee is called and reports for duty he shall be guaranteed a minimum of four (4) hours work and/or pay.
- (ii) Should a part-time employee work more than five (5) days in a week or more than eight (8) hours in a day, he shall be paid overtime rates in accordance with the overtime provision of this Agreement.

APPENDIX "A"

Part-Time Employees (Continued)

- (iii) Part-time employees may be used to replace regular employees on sick leave, vacation, General Holidays or authorized leave of absence,
- (iv) Part-time employees who work eighty (80) hours or more in any month shall have these months counted for the establishment of rates of pay in accordance with the schedule of pay.
- (v) Part-time employees shall be excluded from the Health and Welfare Benefits, Sick Leave, Pension and Shift Premium of provisions of this Agreement.
- (vi) A part-time employee shall:
 - (a) Be carried on a part-time roster and where practicable shall be carried into work according to their position on the roster.

Where an employee has outside gainful employment he shall not be carried on the part-time roster ahead of an employee who has not outside gainful employment.
 - (b) Be given a first opportunity to qualify as regular employees as openings become available and will then be placed at the bottom of the regular employees seniority list, providing they meet all Company qualifications and requirements.

APPENDIX "B"

HEALTH AND WELFARE PLAN

The Company shall provide the "Prairie Teamsters Health and Welfare Plan" to all employees or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.

- A) Any member of the Union who is in the employ of the Company on a regular full-time basis on the effective date of the Health and Welfare plan shall join the Plan on that date.
- B) Any Regular Employee or member of the Union who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first day of the month immediately following thirty (30) calendar days from the date of employment with the Company.
- C) It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan and for making premium remittances on their behalf. Failure of the company to enrol employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the Trustees will cause the company to be liable for any claims arising thereof.
- D) It shall be the Union's responsibility to supply all necessary enrolment forms to the Company.
- E) The employer shall remit the premiums to the Administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.
- F) Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by Medicare in the province in which the employee is domiciled.
- G) The cost of the Plan and Provincial Medicare (where applicable) shall be borne as follows:

Seventy-five percent (75%) by the Company, and twenty-five percent (25%) by the participating member.

The premiums payable by the employee shall be made by payroll deduction and made once monthly.
- H) The Union agrees to limit the Company's annual cost increase of this plan to a maximum total of \$10.00 per year, per employee, for the life of this Agreement. Existing cost of the Prairie Teamsters Health and Welfare Plan is now \$151.00 per employee, per month. Any extra cost over and above \$10.00 per year per employee will be borne entirely by the employee.

APPENDIX "C"

PRAIRIE TEAMSTERS PENSION PLAN

- A. Regular hourly rated employees who have completed their probationary period.

The Company will contribute effective May 3, 1991 one dollar and five cents (\$1.05) per hour for each hour worked to the Prairie Teamsters Pension Plan. Should there be a requirement to increase pension contributions no earlier than January 1, 1993, the Company agrees to contribute up to a maximum of fifteen cents (\$.15) per hour, per employee. If a future adjustment of fifteen cents (\$.15) per hour is required in 1995, such cost will be borne by the employee and wage rates contained in Appendix "A" will be reduced accordingly.

- B. Contributions and remittances referred to in A shall be remitted monthly by the fifteenth (15th) day of the month following that month to which they refer together with a form supplied to the Company by the Union which shall provide full instructions.
- C. Timely payment of contributions to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries. Delinquency and continued failure to remit contributions to the Trust Fund shall be dealt with as follows:
- D. The Union will advise the Company in writing of any delinquency.
- E. If the Company has failed to respond within forty-eight (48) hours of receipt of notification exclusive of Saturdays, Sundays and Holidays, the Union may then request a meeting with the Company to provide for payment of funds.
- F. In the case of failure of the Company to contribute into the funds on the due date, the Trustees in their joint names may take legal action against the Company for recovery of the amount due.

APPENDIX "D"

<u>Craftsman Tool Description</u>	<u>APPROXIMATE COST</u>
Shallow Sockets 1/4" Drive	\$ 20.00
3/8" Drive	37.38
1/2" Drive	56.41
Deep Sockets 1/4" Drive	26.91
3/8" Drive	45.46
1/2" Drive	73.44
Extension 1/4" Drive 1-1/2" Long	3.99
3" Long	4.29
6" Long	4.99
14" Long	9.99
3/8" Drive 1-1/2" Long	3.99
3" Long	4.99
6" Long	6.99
10" Long	7.99
20" Long	18.99
1/2" Drive 2" Long	5.99
3" Long	7.99
6" Long	8.99
10" Long	10.99
20" Long	21.99
6" Crescent Wrench	5.70
10" Crescent Wrench	8.90
Vise Grip Pliers	11.59
Flat Chisel	12.50
Wire Strippers	16.20
Snapping Pliers	9.87
Pipe Wrench 8"	7.35
Pipe Wrench 10"	10.30
Trouble Light	15.00
"0" Ring Pick	3.00
Test Light	9.80
Feeler Gauge Set	11.05
Spare Plug Socket 1/2" Drive	8.00
1/2" Drive Standard Metric Set	179.99
Comb. Wrench Set 1/4" - 1-15/16"	193.82
Ball Pein Hammer	5.00
Punches	8.00
Screw Drivers Robertson	25.00
Phillips	59.99
Flat Edge	
Allen Wrenches	11.83
1/2" Torx Drive set	13.92
Needle Nose Pliers	6.88
Slip Joint Pliers	3.90
Standard Pliers	3.90
Side Cutter Pliers	6.80
TOTAL	<u>\$1,569.06</u>
INSURED BY COMPANY FOR VALUE OF	<u>\$1,600.00</u>

DATED AT _____ THIS _____ DAY OF _____, 1991.

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

SIGNED ON BEHALF OF THE UNION:
General Teamsters,
Local Union No. 362

April 27, 1988

LETTER OF UNDERSTANDING #1

Re: Voluntary Reduced Work Week

Dependent upon the needs of the operation, the Company would have the ability to post a reduced work week (i.e. 3 day week, 4 day week) to be bid by employees on a semi-annual basis. Balance of such week could be filled by a part-time employee. Benefits to be pro-rated.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE UNION:

PLH Aviation Services Inc.

General Teamsters,
Local Union No. 362

DC. Madson

D.C. Kemp

April 27, 1988.

LETTER OF UNDERSTANDING #2

Re: Seniority

Employees hire date will be May 3, 1988. Their seniority order will be established from their seniority at their previous employer. Seniority from the previous employer will establish rates of pay per Appendix A.

SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

PLH Aviation Services Inc.

General Teamsters,
Local Union No. 362

DC. Madson

D.C. Kemp

September 2, 1988.

LETTER OF UNDERSTANDING #3

RE: (VI) PART-TIME EMPLOYEES - EDMONTON ONLY

It is understood that part-time employees shall be carried on the "Seniority List" based on their date of hiring. Said seniority shall apply in respect to advancement to full-time employment.

It is also understood that part-time employees shall be carried on the "part-time roster" for the purpose of "call-in" For the part-time hours as specified in Appendix "A" of the current Collective Agreement.

SIGNED ON BEHALF OF THE COMPANY: SIGNED ON BEHALF OF THE UNION:

PLH Aviation Services Inc.

General Teamsters,
Local Union No. 362

DC. Madson

D.C. Kemp

April 11, 1989.

LETTER OF UNDERSTANDING #4

Re: On Call Position

Where a reduction of the work force is required, the Company shall have the ability to utilize the "on call position" in the following manner:

- . There shall be only one employee working the "on call position" at any one time.
- . The position shall be offered to junior employees according to their seniority within their classification.
- . The company shall maintain the Health & Welfare, Pension and Shift Premiums as per the Collective Agreement.
- . The Company shall not guarantee the employee forty (40) hours per week.
- . In the event that no laid off employee wishes to work the "on call position", the use of part-timers will be available to the Company.

This Letter of Understanding will remain in effect until the term of the Collective Agreement,

SIGNED ON BEHALF OF THE COMPANY: SIGNED ON BEHALF OF THE UNION:

PLH Aviation Services Inc.

General Teamsters,
Local Union No. 362

D.C. [Signature]

D.C. Kemp

March 5, 1991

LETTER OF UNDERSTANDING #5

Re: SHIFT POSTING

Upon factual confirmation that an employee who is absent due to a Workmen's Compensation claim, illness or other injury which will cause said employee to be absent for a period in excess of 60 days from date of confirmation, said employee's shift shall be posted for bid. It is understood that said shift shall only be temporary.

This shift will not be bid in the event of a regular scheduled shift bid, falling in the aforementioned 60 day time period.

Employees are eligible for only one shift change during any scheduled Semi-Annual shift period. (Note: Should now reflect shift bidding changes as per Article 8:06 of the collective Agreement,)

SIGNED ON BEHALF OF THE COMPANY: SIGNED ON BEHALF OF THE UNION:

PLH Aviation Services Inc.

General Teamsters,
Local Union No. 362

D.C. [Signature]

D.C. Kemp