

THIS AGREEMENT MADE AS OF THIS 28th DAY OF December, 1995

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

SOURCE	Union	
EFF.	96	05/03
TERM.	01	05/02
NO. OF EMPLOYEES	16	
NOMBRE D'EMPLOYES	16	

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

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 2nd Day of May, 1996 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 their membership in **the** Union will not retain their 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 a violation of **this** Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal airline picket line recognized by the Union. In the event the company provides **alternate** means of entering the work place without crossing the picket lines, employees will continue **to** perform their duties in a normal manner.

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** their **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 and Hired Trucking:

3:03 The Company agrees not **to** sub-contract the fuelling 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.

ARTICLE 5 - DISCHARGE OF EMPLOYEES

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 - AGREEMENT 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 **the 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.
- In the event that a General Holiday occurs on Friday of any **given** week, Employees shall be paid **on** Wednesday of said week to allow all Employees one (1) full **banking** day.
- 7:04 Vacation pay shall be paid on a separate cheque prior to **start** of vacations.
- 7:05 If **an** employee **terminates** on their own accord **the** employee 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.
- 7:07 The Company will indicate the amount deducted for Union Dues in the appropriate **box on the** Employee's T-4 slips.

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 days of eight **(8)** hours duration each, with two **(2)** consecutive days off. Sunday followed by Saturday shall be considered 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 thirty-five **(\$.35)** 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 fifty **(\$.50)** 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 their regular scheduled work day the employee shall be guaranteed a minimum of eight **(8)** hours ~~work~~ and or pay from their **regular** scheduled starting time unless the employee leaves of their own volition. In the event the employee leaves of their own volition for reasons of illness, hours missed shall be paid through ~~the~~ sick leave entitlement provisions of this agreement and said hours shall be deducted from the employee's remaining entitlement for the current year. Should the employee have no entitlement remaining for the current year, no pay shall be issued for hours **missed**.
- 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 the applicable overtime rates.
- 8:05** All hours worked in excess of the daily maximum will be deemed overtime and 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 by Classification will prevail for purposes of bidding.

The Company shall have the right to revise shift schedules at any time to meet airline scheduling changes. Revised shifts will be posted and bid ~~as~~ noted above.

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 **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.

- 8:09** a) All time worked immediately prior to and/or immediately following the employee's regularly established **shift** for that employee and which is 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 all overtime hours **worked**.
- b) All **hours worked** on a call-out or call back basis on the employee's designated days of rest will be deemed overtime. The employee performing such **work** shall be paid time and one-half (**x 1-1/2**) the regular rate of pay for all hours worked.
- c) **An employee working** overtime in excess of two **(2) hours**, shall be allowed a thirty (30) minute meal period with pay, at the overtime rate, between **the tenth (10th) and twelfth (12th) hours** for lunch.
- d) **Any** full-time employee on designated **days** of rest who **works** on a call out or call **back** basis on a General Holiday shall be paid at a rate of time and one-half (**x 1-1/2**) the regular rate of pay for all hours worked. Additionally, said **employee** shall receive one-half time (**1/2 x**) the regular rate for all hours worked to a **maximum** of eight **(8)** hours.

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, **their** seniority will **date from** the **day** the employee 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 their 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.

9:05 There shall be three classifications of seniority:

- a) Facility
- b) Fuellers
- c) Utility

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 the employee can meet the **Company's** qualifications for said classification.

When an employee transfers from one classification to another classification, they may retain their seniority in their former classification for a **maximum** of ninety (90) 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 their address with **the Company** and thereafter keep **the Company** informed of their 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 double registered mail or courier to **the** last address filed **with** the Company. Failure to respond within seven (**7**) days of the double registered **mail** or courier being sent automatically closes out the Employee's record. Further, if the Employee refuses to return for the work assignment specified **by** the Company, the Company shall consider the Employee to have resigned and close 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	Labour Day
Canada Day	Thanksgiving Day
Christmas Day	Family Day

If the Federal 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 mother 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 per the entitlements under Article 10:01 d).
- 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 the employee qualifies for such vacation, or;
- 11:01 b) All employees hired after May 03, 1996 who have completed five (~~5~~) 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 they 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 they 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, ~~the~~ employee 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) To preclude the loss of vacation time during the year in which it is to be taken, vacation lists will be posted on December 1 of the year immediately preceding the year which it is to be taken. Employees shall designate their choice of vacation time prior to January 31 ~~of~~ the year in which the vacation is to be taken. To ensure that overlapping of vacations does not occur, vacations shall be taken from Sunday through Saturday regardless of the Employee's day off. If no overlapping ~~occurs~~, the Employee will be allowed to take vacation between scheduled days off. In the event ~~an~~ employee fails ~~to~~ designate their choice of vacation on such listing while posted, vacation time for said employee shall be allocated at the discretion of the Company. The Company shall post the completed vacation schedule by February 15 and it shall remain posted for the balance of the year.

(b) During ~~the~~ employers prime 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.

Labour Management:

12:02 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 one-half (1/2) hour once each two (2) ~~months~~, to 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:

12:03 In keeping with the regulations of Labour Canada, 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 their 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:

12:04 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 the employee can reasonably be held responsible.

12:05 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 their 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.

12:06 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: Fuelling an aircraft with one vehicle using two (2) hoses one on each side of the aircraft.

12:07 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.

12:08 The Company shall provide First Aid provisions in accordance **with the** Workers' **Compensation** Act.

12:09 When **an** employee meets with a personal injury while **on** duty, which prevents them from completing their shift and the injury requires medical care, the employee shall be compensated for the full shift on that day.

Jury Duty:

12:10 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** their regular applicable rate and **Jury Duty** pay.

12:11 It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors.

Bereavement Leave:

12:12 Regular employees shall have bereavement leave entitlement as follows:

(a) **A** regular employee having attained seniority 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 to **a maximum** of three (3) days off between (**and** including) the day of **death** and the day following the date of the funeral. In the event that the employee should lose **any** regularly scheduled **hours** of pay as a result thereof, they shall be reimbursed at **the** straight time hourly rate for such loss.

(b) Immediate family members shall be restricted to **the** following:

Spouse, parent(s), children, sister(s), brother(s), father-in-law, mother-in-law, brother-in-law, sister-in-law and grandchildren. In the event of the death of **the** employee's grandfather or grandmother, the conditions of this Article will apply **only** if the employee attends the funeral.

(c) In addition to the above, should additional time off be required for travel requirements, etc., **upon** request **by** the Employee, **an** additional five (**5**) days off may be **granted** without pay.

Leave of Absence:

- 12:13 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.

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

Medical Examinations:

- 12:14 ~~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 their 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 their ~~own~~ expense, shall have ~~the~~ right to be examined ~~by~~ their 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 their regularly assigned duties, then the employee shall not suffer any loss of earnings caused by their having been removed from or temporarily suspended from their regularly assigned duties.

- 12:15 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:

- 12:16 If an Employee starts their day's work, they shall not be paid less than their regular posted rate for the day. If work is to be made available at a lower classification the employee shall be notified the day previous.
- 12:17 If an employee works at a classification of a higher **rate** for more **than two (2)** hours, they shall be paid a **minimum** of four **(4)** hours **at** the higher rate **and** if the employee **works** at a classification of a higher rate for more than four **(4)** hours, the employee shall be paid **the** higher rate for the whole shift.
- 12:18 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.
- b) Five **(5)** pairs of pants **and seven (7)** shirts for Fuelling 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** Fuellers 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:

- 12:18 f) Full-time regular employees who have attained one (1) year of service will receive a work boot allowance of fifty dollars (\$50.00) which will be paid once each year on proof of purchase for a CSA approved work boot acceptable to Workmen's Compensation **Board**.
- 12:19 The employer agrees to provide space that is readily accessible for the Union notices of direct interest to the employees.
- 12:20 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:

- 12:21 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 **other** than Edmonton International Airport, will receive a travelling allowance of twenty cents (\$.20) per kilometre.

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~~ their 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 their decision within fourteen (14) calendar days following the completion of the hearing **and their** 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.

ARTICLE 14

SICK DAYS

- 14:01 a) All regular employees hired on or after May 03, 1996 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 sixteen (16) 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 and one-half (1 + 1/2) hours per month.



- 14:01 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 the employee is qualified and work is available) in another classification. Should training be 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, 1996 to and including the 2nd (second) day of May, 2001 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, 2001 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, 1996, unless otherwise specified.
- 17:03 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 the employee was named therein, and shall become ipso facto, a party to the proceedings relating thereto in place and instead of the former employer.

SIGNED AT Edmonton , Alberta THIS 4th

DAY OF June , 1996.

SIGNED ON BEHALF OF THE COMPANY:

PLH Aviation Services Inc.

D.C. [Signature]

SIGNED ON BEHALF OF THE UNION:

General-Teamsters, Local Union No. 362

D.C. Kemp

APPENDIX "A"

WAGES:

CATEGORY I - FUELLERS:

Existing employees at the top rate who operate all Company refuelling equipment and possess a Class I drivers license:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 17.20
May 3, 1997	17.03
May 3, 1998	17.37
May 3, 1999	17.71
May 3, 2000	17.91

Existing employees who are not at the top rate as at May 3, 1996 and who are earning \$15.91, the rates of pay will be as follows:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 15.26
May 3, 1997	15.12
May 3, 1998	15.88
May 3, 1999	16.67
May 3, 2000	17.91

Existing employees who are not at the top rate as at May 3, 1996 and who are earning \$16.91, the rates of pay will be as follows:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 16.23
May 3, 1997	16.07
May 3, 1998	16.55
May 3, 1999	17.05
May 3, 2000	17.91

CATEGORY 2 - NEW HIRES:

Employees who operate all Company refuelling equipment:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 12.52
May 3, 1997	12.27
May 3, 1998	12.64
May 3, 1999	13.02
May 3, 2000	13.50

Appendix "A"
Wages (Continued)

FUELLERS - CATEGORY 2:

In the event that the operation requires fuellers who operate only hydrant carts and **who** possess a Class 3 license, the rates of pay will be:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 12.37
May 3, 1997	12.12
May 3, 1998	12.36
May 3, 1999	12.61
May 3, 2000	12.75

FACILITYMEN:

Existing employees:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 18.61
May 3, 1997	18.40
May 3, 1998	18.77
May 3, 1999	19.15
May 3, 2000	19.36

Existing facility employees **who** are not at the top rate as of May 3, 1996 and **who** are earning \$16.36, the rates of pay will be as follows:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 15.70
May 3, 1997	15.55
May 3, 1998	16.63
May 3, 1999	18.14
May 3, 2000	19.36

FACILITYMEN - NEW HIRES:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 15.55
May 3, 1997	15.55
May 3, 1998	15.87
May 3, 1999	17.79
May 3, 2000	18.36

Appendix "A"
Wages (Continued)

UTILITY:

<u>Period:</u>	<u>Rate:</u>
May 3, 1996	\$ 8.73
May 3, 1997	8.56
May 3, 1998	8.73
May 3, 1999	8.90
May 3, 2000	9.00

PART-TIME EMPLOYEES: - All part-time fuelling employees will be hired into category 1 or 2 as deemed necessary by the Company.

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 refuelling duties. Existing part-time employees on the payroll as of May 3, 1996 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. The Lead Hand **shall** not have **the authority** to hire, fire, suspend or otherwise discipline other employees **and** the employee **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.

PART-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 said Employee 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**, said Employee shall be paid overtime rates in accordance with the overtime provision of this Agreement.

Appendix "A"
Wages (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 one thousand and forty (1040) hours or more in any year shall have those hours counted for the establishment of rates of pay in accordance **with** the schedule of pay.
 - 1040 - first year
 - 2080 - 2nd year
 - 3120 - 3rd year
 - 4160 - **4th** year
 - 5200 - **5th** year

- (v) ~~Part-time~~ employees shall be excluded from the Health and Welfare Benefits, Sick Leave, Pension and Shift Premium provisions of this Agreement.

- (vi) A part-time employee shall:
 - (a) Be ~~carried~~ on a part-time roster and where practicable shall be called into work according to their position on the roster.

Where **an** employee **has** outside gainful employment said Employee shall not be carried on the part-time roster ahead of an employee who has no 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.

VOLUNTARY RETIREMENT

The company offers any full-time employee at **the** top classification rate who is actively employed, i.e. not on lay off **status**, Workers Compensation or long term disability, a voluntary retirement package of thirty-five **thousand dollars** (\$35,000.00), less all mandatory legal deductions, during the first eighteen **(18) months** of this agreement.

Any employee who elects to accept **this** voluntary retirement package will forfeit any other claims against the Company for compensation except earned vacation and wages up to the date of retirement. **Any** severance pay due under **the** Canada Labour code or Civil **Law** is considered to be included in **this** retirement package and such is agreed **to** by any employee who accepts such a voluntary retirement package.

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 ninety (90) 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:
 - Fifty percent (50%) by **the** Company, and fifty percent (50%) by the participating member.
 - The Union agrees to limit the Company's annual cost increase of this plan to a maximum total of \$7.50 per month, per Employee, in each of the 3rd, 4th, **and** 5th year of this agreement, with no increases in year 1 or 2.
 - The premiums payable by the employee shall be made by payroll deduction on a weekly basis.
- 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 ; PLAN

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

The **Company** will contribute effective May 3, 1996 ninety cents (\$0.90) per hour for each hour worked to the Prairie Teamsters Pension Plan. If a future adjustment is required during the term of the agreement, 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,

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:

PLH Aviation Services Inc.

D.C. Mendenhall

SIGNED ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362

D.C. Kemp

September 2, 1988.

LETTER OF UNDERSTANDING #2

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.

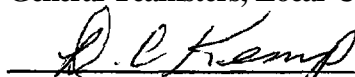
SIGNED ON BEHALF OF THE COMPANY:

PLH Aviation Services Inc.



SIGNED ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



April 11, 1989.

LETTER OF UNDERSTANDING #3

Re: On Call Position

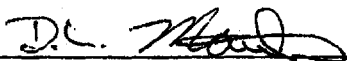
Where a reduction of the work force is required, the Company shall have the ability to utilize the "on call position" in the following manner:

- **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.

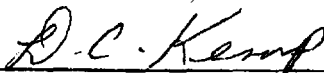
SIGNED ON BEHALF OF THE COMPANY:

PLH Aviation Services Inc.



SIGNED ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



March 5, 1991

LETTER OF UNDERSTANDING #4

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.)*

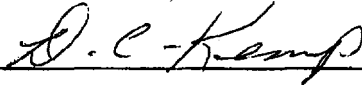
SIGNED ON BEHALF OF THE COMPANY:

SIGNED ON BEHALF OF THE UNION:

PLH Aviation Services Inc.

General Teamsters, **Local Union No. 362**





December 27, 1995

LETTER OF UNDERSTANDING #5

BETWEEN: PLH AVIATION SERVICES INC. (Edmonton, Alberta)

AND: TEAMSTERS, LOCAL UNION NO. 362

RE: EXTENDED HOURS OF WORK

In recognition of certain employees covered by the Collective Agreement who ~~work~~ extended hours of ten (10) hours per day, the parties agree that the following provisions of the Collective Agreement shall be revised with respect to their application to those employees who work extended hours:

Article 8:01:

The work week for all full-time employees covered by ~~this~~ Agreement who elect to work extended ~~hours~~, shall be four (4) consecutive days of ten (10) hours duration each, with three (3) consecutive days off, Sunday followed by Saturday shall be considered consecutive days off. All full-time employees who elect to work these ~~extended~~ hours shall work ten (10) straight hours per day which will include a thirty (30)~~minute~~ lunch period.

Article 8:03:

When a full-time employee ~~who~~ works extended hours reports for duty ~~on~~ their regular scheduled work day they shall be guaranteed a ~~minimum~~ of ten (10) hours work and/or pay unless the employee leaves of their own volition. In the event a full-time employee leaves of their own volition for reasons of illness, hours missed shall be paid ~~through~~ the sick leave entitlement provisions of this Agreement and said hours shall then be deducted from the employee's remaining entitlement for the current year. Should the employee have no entitlement remaining for the current year, no pay shall be issued for hours missed.

Article 8:10:

- (a) All time worked immediately prior to and/or immediately following ~~the~~ employee's regularly established shift, ~~and~~ which is in excess of ten (10) hours per day, shall be considered overtime ~~and~~ paid at the established overtime rate of time and one-half (x 1-1/2) for all overtime hours worked.

In the event a full-time employee working extended hours leaves work of their own volition for reasons of illness, hours missed shall be paid through the sick leave entitlement provisions of this Agreement and said hours shall then be deducted ~~from the~~ employee's remaining entitlement for the current year. Should the employee have no entitlement remaining for the current year, no pay shall be issued for hours missed.

.../2

TER OF UNDERSTANDING #5

Re: **Extended Hours of Work (Continued)**
December 27, 1995
Page 2

Article 8:10:

- (b) All hours worked on a call-out or call-back basis on an employee's designated days of rest will be deemed overtime. The employee performing such **work** shall be paid at the rate of time and one-half (x 1 **112**)~~the~~ regular rate of pay for all hours worked.

Article 8:10:

- (c) An employee on **an** extended hours shift working overtime in excess of two hours, shall be allowed a (30) minute meal period with pay, **at** the overtime rate, between the eleventh (11th) and thirteenth (**13th**) hours worked.

Article 11:01:

Employees working extended hours, who have completed less than twelve (12) months of continuous service on **January** 1st of any given year, will be entitled to the number of paid working hours of vacation in accordance with the number of **months** of employment **as** specified in the totals below:

<u>Months of Continuous Employment</u>	<u>Hours of Vacation</u>
1	10
2	20
3	20
4	30
5	30
6	40
7	50
8	50
9	60
10	70
11	70

Article 12:01:

- (a) The meal break for employees working extended hours shall not commence before four (**4**) hours from the employee's starting time or commence later than six (6) hours from the employee's starting time.

.../3

LETTER OF UNDERSTANDING #5

Re: Extended Hours of Work (Continued)
December 27, 1995
Page 3

Appendix "A" - Part-time Employees, paragraph (b)(i):

Should a part time employee while working extended hours work more ~~than~~ forty (40) hours in a ~~week~~, or more than ~~ten~~ (10) hours in a day, said Employee shall be paid overtime rates in accordance with the overtime provision of this Agreement.


SIGNED ON BEHALF OF THE COMPANY:

PLH Aviation Services Inc.



SIGNED ON BEHALF OF THE UNION:

General Teamsters, Local ~~Union~~ No. 362



May 3, 1996

LETTER OF UNDERSTANDING #6

BETWEEN: PLH AVIATION SERVICES INC. (Edmonton, Alberta)

AND: TEAMSTERS ,LOCAL UNION NO. 362


RE: ANNUAL VACATIONS

Article 11:01 (b)

All employees hired prior to May 03, 1996 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 the employee qualified for such vacation.

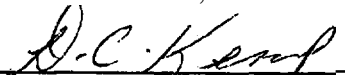
SIGNED ON BEHALF OF THE COMPANY:

PLH Aviation Services Inc.



SIGNED ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



May 3, 1996

LETTER OF UNDERSTANDING #7

BETWEEN: PLH AVIATION SERVICES INC. (Edmonton, Alberta)

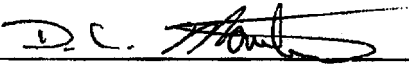
AND: TEAMSTERS, LOCAL UNION NO. 362

RE: SICK DAYS (Article 14:01(a))

All regular employees hired prior to May 3, 1996 who have completed one (1) year of service shall be entitled to sick leave. Employees who are eligible for such sick leave shall be entitled to a maximum of twenty-four (24) hours for 1996. Effective 1997, employees who are eligible for such sick leave shall be entitled to a maximum of sixteen (16) hours as of January 1st of each year.

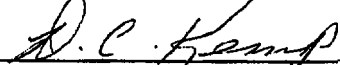
SIGNED ON BEHALF OF THE COMPANY:

PLH Aviation Services Inc.



SIGNED ON BEHALF OF THE UNION:

General Teamsters, Local Union No. 362



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