

SOURCE	Union		
EFF.	99	07	20
TERM.	2001	07	19
No. OF EMPLOYEES	40		
NOMBRE D'EMPLOYÉS	JF		

HUDSON GENERAL AVIATION SERVICES INC.

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
Local Lodge 1681**

Collective Agreement #2

Effective:
July 20, 1999 - July 19, 2001

RECEIVED
FEB 24 2000

For Hourly Rated Employees
Edmonton International Airport

12387(01)

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ARTICLE 1.00 - PURPOSE

- 1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2.00 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for its hourly rated employees at Edmonton International Airport, except Supervisors, Management and Office Staff.
- 2.02 Employees who are not members of the Bargaining Unit covered by this Collective Agreement, shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the agreement. Supervisors may perform Bargaining Unit work on an emergency and training basis only.

ARTICLE 3.00 - RIGHTS OF MANAGEMENT

- 3.01 The Union acknowledges that it is the exclusive function of the Company:
- (a) to maintain order, discipline and efficiency, and
 - (b) to hire, classify, direct, transfer, promote, demote, lay off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
 - (c) To operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this agreement. The Company agrees to give written notice at least seven (7) days before it intends to make any change in rules and regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union at the time of the notice.

- (d) the foregoing statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company.

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

ARTICLE 4.00 - UNION DUES AND UNION MEMBERSHIP

4.01 The parties hereto agree that all employees covered by this Agreement shall become members of, and maintain membership in good standing, in the Union as a condition of employment.

4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

4.03 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment.

4.04 The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.

The Company agrees to deduct authorized initiation/ reinstatement fees from employees as authorized.

The Company agrees to remit monthly to the Union, the dues and initiation/reinstatement fees that are deducted by not later than the twentieth (20th) day of the following month.

4.05 The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the money so deducted shall be sent.

4.06 If the wages of an employee payable on the payroll for any pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Employer in such month. The Employer shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an

earlier month.

ARTICLE 5.00 - STRIKES AND LOCK-OUTS

- 5.01 **Strikes** - It is hereby agreed that it is the intention of the parties hereto to prohibit strikes in any form, for any conceivable reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes. Accordingly, during the term of this Agreement, no officer, representative or agent of the Union shall authorize, encourage, instigate, promote, cause, engage in, sanction, condone, aid, abet or assist in any kind of strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slowdown, picketing, concerted stoppage of work or any other intentional interruption or curtailment of work against the Company, nor shall any employee encourage or engage in any strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slowdown or other intentional interruption or curtailment of work against the Company. In addition, during the term of the Collective Agreement or negotiations for its renewal, there shall be no lockouts by the Company.

ARTICLE 6.00 - NO DISCRIMINATION

- 6.01 The Union, and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02 **No** employee shall be discriminated against by the Company nor suffer any **loss** of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.
- 6.03 Where the word "he" is used in this Collective Agreement, it also means "she"

ARTICLE 7.00 - SPECIFIC PERFORMANCE

- 7.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 7.02 It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

ARTICLE 8.00 - UNION REPRESENTATION & SAFETY

- 8.01 The Union shall name a Shop Committee of not more than three (3) members who shall be employees of the Company covered by this Agreement. However, not more than two (2) members shall attend any meeting between Management and Union.
- 8.02 Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed.
- Only Shop Steward Committee members, a General Chairperson and/or an International Officer of the Union shall be present at meetings with the Company. All time in meetings shall be paid at regular time.
- 8.03 (a) The Union may designate and the Company shall recognize Shop Stewards and Chief Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and Chief Steward and the work area the Union has so designated him.
- (b) The Company and Union agree to establish a Health and Safety Committee consisting of a minimum of two (2) Union members (one from the Ramp and one from the CSA group) and not less than two (2) management members.
- (c) Employees injured at work who are not able, will not be required to make accident reports before they are given medical attention, but will make them as soon as possible thereafter. Transportation, as recommended by the First Aid Attendant or as required by the employee, will be provided by the Company to and from a doctor or hospital, if medical care required.
- 8.04 The Company recognizes that the necessity for performance by a Shop Steward or Chief Steward of the functions provided by Article 9.00 hereof for settlement of a complaint or grievance, can commonly arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

- 8.05 The Shop Steward Committee, Shop Stewards and Chief Shop Steward shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment. The Shop Stewards shall be allowed up to one (1) hour per month paid by the Company to meet at a time convenient to the Stewards and the Company.

ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it pursuant to Clause 9.02 within seven (7) days of their awareness of the cause of complaint
- 9.02 Step 1 - Pursuant to Clause 9.01, the complaint will be discussed between the Shop Steward, employee(s) and a Company representative (normally the employee's supervisor) with a view to a prompt and fair resolution. Should an employee not receive satisfaction in regard to the complaint within five (5) days, he may state his grievance in writing on the appropriate form or the right to grieve shall be deemed waived. The Company representative will accept the grievance form with appropriate copies to the Union Chairman and the Station Manager. The Station Manager shall respond in writing within five (5) days.
- 9.03 Step 2 - Should the Union consider that a just settlement has not been found, it may present the grievance to the Company's Director of Operations, Western Canada or his designee within ten (10) days after the date of the decision rendered in the Second Step. Within ten (10) days a meeting to discuss the grievance at Third Step shall be arranged between the Director of Operations, Western Canada or his designee and the General Chairperson or his designee. Within ten (10) calendar days thereafter, the Director of Operations, Western Canada shall present the Company's final decision in writing to the Union.
- 9.04 Witnesses that would aid in settling the grievance will be invited to attend and participate by either party, as they deem necessary.
- 9.05 The parties may waive any step in this procedure and/or extend the time limits by written agreement, which will not be unreasonably withheld by either party. The extension must be for a fixed time. Should either party exceed the time limits set out in this Article or fail to request an extension of the time limits in writing, within the time limits, the party exceeding the time limits must concede the grievance.
- 9.06 The Company or the Union may initiate a policy grievance in writing at Step 2 on

any difference concerning the interpretation, or alleged violation of this Agreement within 10 days of the occurrence. An extension to this time limit may be granted and shall not be unreasonably withheld.

- 9.07 Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties, or any dispute over the settlement of a grievance at the Second Step may be submitted to arbitration by either party. It shall be deemed to be settled or abandoned if, within ten (10) days after a final decision has been announced neither party has given written notice of intent to submit the matter to arbitration.
- 9.08 No disciplinary action shall be taken by the Company prior to giving the employee the opportunity to have his case presented at a hearing; a Shop Steward must be present at the hearing. Notification of such hearing shall be given in writing within fifteen (15) days of the time when the Company became aware of the incident stating the reason for the hearing. The notification shall be given to the employee and the Shop Steward with sufficient notice for the employee and shop steward to consult. In the exception of the absence of the employee such notification shall be given to the Shop Steward and a copy mailed to the employee's last known address.
- a) It is understood that in the event of an incident of physical violence, theft or an immediate safety hazard the Company may, at its discretion, suspend the employee without pay pending a hearing. Such hearing to occur within three (3) days, under no circumstances will the employee suffer a loss of pay exceeding three (3) days pay awaiting a hearing, unless that delay is the fault of the employee.
- 9.09 An employee with seniority who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the grievance procedure within seven (7) days of their awareness of the cause of complaint.
- 9.10 If the foregoing discipline (ref. 9.09) includes a suspension without pay, such discipline will not be served until all avenues of the grievance procedure, excluding arbitration, if applicable, have been exhausted.
- 9.11 Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.
- 9.12 For the purpose of this Article the term "days" shall mean calendar days excluding weekends and statutory holidays.

ARTICLE 10.00 - ARBITRATION

- 10.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.
- 10.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 9.00 hereof.
- 10.03 Within five (5) working days after notice of intent to arbitrate has been given as provided in clause 9.07 hereof, the Company and the Union shall attempt to jointly name an arbitrator. No person may be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.04 The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 10.05 If the parties fail to reach agreement on an Arbitrator, within two (2) days or within such longer period as they may mutually agree upon, the Federal Minister of Labour shall appoint an Arbitrator.
- 10.06 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 10.07 The proceedings of the arbitration shall be expedited or single format as mutually agreed by the parties, it is understood and agreed that in the event mutual agreement is not obtained then the Single format will apply.

Process as follows:

Single: Standard formal arbitration as directed by the arbitrator.

Expedited:

1. Hearings will be in Edmonton at locations agreed to by the parties, unless mutually agreed otherwise.
2. Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (i.e. not outside representatives such as lawyers).

3. All presentations are to be short and concise with:

(i) comprehensive opening statement dealing with the facts and provisions of the collective agreement upon which reliance is placed.

(ii) limited use of precedential authorities.

(iii) parties endeavouring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

4. Decisions will be:

(i) rendered verbally to parties within three (3) working days of hearing.
(ii) confirmed in writing within two (2) calendar weeks of hearing.

(iii) the written decision shall set forth a brief explanation of the facts and the terms of the agreement and/or law, relied upon for the decision.

(iv) without precedent or prejudice to future proceedings unless otherwise agreed by the parties.

(v) binding on both parties.

(vi) consistent with the terms of the agreement.

5. Fees and expenses of the arbitrators shall be shared equally by the parties.

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.

1. A brief of pertinent documents will be jointly presented to the Chairperson.

2. If possible a statement of agreed to facts will be jointly presented to the Chairperson.

3. Responses to opening statements will cover any facts, which are in dispute and any additional facts available.

4. The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.

5. Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the chairperson.

6. Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
7. Arguments will be presented only *to* points in issue.
8. Mediation of the issue by the chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

ARTICLE 11.00 - PROBATION

- 11.01 The first ninety (90) calendar days of employment shall be a probationary period during which the Company may assess whether an employee is suitable to be retained and, if so, where in the company's operations he may best be employed.
- 11.02 An probationary employee will not have seniority. When probation has been completed, seniority will be counted from the initial date of hire.

ARTICLE 12.00 - SENIORITY

- 12.01 Definition: Seniority is defined as an employee's period of continuous service within an occupational group with the Company, measured from the most recent date of hire or rehire. Continuous employment shall mean without a break in employment except for vacation, general holidays, authorized leave of absence.
- 12.02 Use of Seniority: Seniority shall be used to determine the relative rights of employees within an occupational group as expressly set forth in this Agreement. Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the Company nor to the continuation of any particular job classification or arrangement of duties within any job classification at the Company.
- 12.03 Application of Seniority: Seniority shall be used to determine the assignment of the work force, (as per shift picks and vacancy replacement process procedures, mutually agreed by both parties and providing there is an equitable distribution of expertise to meet contractual commitments) and to determine the order of layoffs and recalls, both subject to qualifications and ability. "Qualifications" as used in this Article means possession of the required training, education, skill, experience, language qualifications and know how to perform all of the **work** required by the job. "Ability" as used in this Article

means possession of the required level of physical fitness, strength, co-ordination and stamina to perform all of the work required by the job.

12.04 Layoff and Recalls: The Company has the right to layoff employees to the extent it determines to be necessary. In the event of a layoff, the Company shall discuss with the Shop Committee the procedure to be followed in the layoff including the order of those to be laid off. Failing agreement the employees hired last shall be laid off first providing the senior employees who remain possess relatively equal qualifications and ability; where contested the onus shall be on the Company to establish that the junior employee has qualifications and ability superior to the senior employee.

Recalls for such layoffs shall be in the order of seniority providing the senior employees possess the necessary qualifications and ability to perform the work required.

12.05 Termination of Seniority: Employee status and seniority shall both terminate when:

- a) an employee voluntarily terminates his employment;
- b) an employee is discharged for cause;
- c) an employee has been on layoff for twelve (12) consecutive months;
- d) an employee fails to report for work after a recall to the same status (i.e. full time or part time) of that prior to layoff within three (3) calendar days of receipt of notice of recall. Such notice to be by certified mail return receipt requested to employee's last known address with the Company;
- e) an employee fails to report for work at termination of leave of absence;
- f) an employee retires at age sixty five (65)
- g) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

12.06 The Company will post seniority lists at six (6) month intervals on the first of January and July and will provide the Union office and the Shop Committee with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the

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

- 12.07 a) Should an employee, full time and part time, be permanently transferred from one occupational group to another occupational group, his seniority shall continue to pertain to his old group for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall pertain to his new group.
- b) Employees promoted to Supervisor shall continue to accrue seniority for a period of 6 months and thereafter be frozen. Retention and accrual of such seniority is subject to union dues being paid for all months out of the Union in the event the employee returns to the bargaining unit.

12.08 Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on that day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number drawn will be the most senior for that date; the next highest number will be the second most senior; etc. This draw will be done right after hiring during training with all involved employees present. There will be a Shop Steward present.

- 12.09 For seniority purposes, Lead Hand is not a separate occupational group and for all purposes to which seniority applies, the employee will use his bargaining unit seniority with the Company.

ARTICLE 13.00 - LAY-OFF AND RECALL

- 13.01 Should cause such as fire, flood, explosion, or Act of **God**, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off according to Article 12.04 with twenty-four (24) hours notice from the commencement of the work stoppage. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.
- 13.02 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days' notice of any lay-off, except in the case of lay-off as defined in 13.01.
- 13.03 Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal

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

If within three (3) calendar days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall **lose** all seniority and his name shall be removed from the seniority list.

If an employee is not recalled in accordance with Article 12.05 severance pay will be in accordance with the Canada Labour Code.

ARTICLE 14.00 - LEAVE OF ABSENCE

- 14.01 Leave of absence without pay may be granted by the Company upon two (2) weeks written notice except in special circumstances, for a period not exceeding thirty (30) calendar days. Such leave, when granted, shall be without **loss** and with accrual of seniority.
- 14.02 a) On request of the Union, the Company shall not unreasonably deny a leave of absence, without pay, to officials of the Union or their delegates for the transaction of Union business provided that such leave of absence shall not exceed an aggregate of thirty (30) days in any calendar year for any **such** employee, except that leave of absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Trade Union conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of two (2) employees.
- b) The Company shall recognize three (3) members who are employees of the company covered by this Collective Agreement who shall constitute a negotiation committee. The function of such committee shall be to meet with designated company representatives for the purpose of negotiating amendments or renewal of this collective agreement. Members of the negotiation committee will be paid a regular shift at their regular rate for each day spent in direct negotiations and shall include two (2) eight (8) hour days for the purpose of drafting proposals.
- 14.03 On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who, at any time, shall be granted such leave shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence.

ARTICLE 15.00 - JOB POSTING

- 15.01 The Company reserves the right that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned.
- 15.02 All bargaining unit vacancies will be posted for a period of five (5) days on Company bulletin boards in the plant. If no suitable applicants are brought forward by this posting within the five (5) days specified, the Company will fill the vacancy by such other means as it may deem fit.
- 15.03 Employees who are on vacation during the posting period will have three (3) days after their return to bid the opening.
- 15.04 a) Awarding of permanent Lead Hand positions will be made from the current eligible relief Lead Hands
- b) When a permanent full time or part time Lead drops their permanent Lead status, he or she will retain their relief Lead status. These Leads however would not be able to bid a permanent full time or part time Lead position for six months from the date he or she dropped their position.

ARTICLE 16.00 - POSTING NOTICES

- 16.01 The Union may post notices concerning the Union meetings and activities on the bulletin board provided by the Company for the Union on the Company premises, subject to Company approval.

ARTICLE 17.00 - HOURS OF WORK AND SHIFT ARRANGEMENT

Purpose of Article:

Nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.

- 17.01 a) A standard workweek for full time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company contractual commitments. A standard working day shall consist of nine (9) hours including one (1) hour unpaid meal break each day. The forty (40) hour week can be made up in any of the following rotations:

Five (5) consecutive eight (8) hour days followed by two (2) days off.

Four (4) consecutive ten (10) hour days followed by three (3) days off.

Four (4) consecutive twelve (12) hour days followed by four (4) days off

Six (6) consecutive eight (8) hour days followed by three (3) days off.

Any other shift as mutually agreed by the parties.

Part-time employees will not be scheduled to work more than thirty-two (32) hours per week.

- b) The company shall discuss with the Shop Stewards Committee its decision to alter existing shifts in advance of their implementation.
- c) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the third hour and to finish before the end of the sixth hour of the shift. Employee's shifts longer than the standard nine (9) hour shift will have their meal break assigned to commence between the fourth and seventh hour of their shift. Should an employee not receive his scheduled lunch break, the employee shall be paid a minimum of one hours pay at the rate of one and one-half (1 ½) his regular hourly rate as well as his one (1) hour lunch break.
- d) A part-time employee who is scheduled to work a shift between five (5) hours and seven (7) hours long shall be scheduled to take a fifteen (15) minute paid break starting from the end of the first hour and to finish before the end of the fourth hour of the shift.

17.02 Lateness deductions shall be made as follows:

00 TO	05 MINUTES	NO DEDUCTION
06 TO	15 MINUTES	15 MINUTES DEDUCTION
16 TO	30 MINUTES	30 MINUTES DEDUCTION

17.03 The regular schedule of shifts shall be posted and copies supplied to the Union. When it is necessary to change shift schedules to allow for changes in airline schedules, notice shall be given to the Union.

17.04 The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules.

17.05 a) In conjunction with the airline major schedule changes, full-time

Employees will bid their shift schedule according to seniority. The schedules will go up for bid not less than ten (10) days prior to the beginning of the new schedule. The bids shall be completed and the awarded schedules shall be posted not less than three (3) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid.

b) Part time employees will bid their shift schedules according to seniority. These schedules will be bid monthly. The schedules will go up for bid not less than ten (10) days prior to the beginning of the new schedule. Bids shall be completed and the awarded schedules shall be posted not less than three (3) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid.

c) Split Shifts

Part time employees may be scheduled for split shifts as detailed herein:

A shift may be split into two (2) tours of duty on the same day with a minimum of three (3) hours per tour.

This provision will not be applied to work on new contracts gained previously serviced by other IAM members.

17.06 It is agreed that if the hours of a shift(s) are to be reduced it will be assigned in reverse order of seniority and if the hours are to be increased it will be offered in order of seniority.

17.07 Casuals

It is understood this agreement is in order to enable the company to maintain a core group of employees while at the same time react to any unexpected or emergency opportunity that may arise. This provision is limited to **six** (6) months' duration effective the date of ratification, however, it shall automatically renew itself unless either party serves notice of their intent to discontinue with thirty (30) days' written notice.

a) Casual employees will be limited to a maximum of eight (8) ramp employees.

b) Casual employees will not be used unless all avenues to use existing employees have been exhausted; such avenues will include scheduling and the offering of overtime.

- c) Casual employees will be offered work on an emergency basis in order of seniority and acceptance of the opportunity will be at the sole discretion of the employee in each instance. In the event the employee declines five (5) consecutive offers of casual shift work his status as a casual employee will be terminated unless mitigating circumstances acceptable to the Company and Union are presented by the employee.
- d) Casual employees will be covered by the terms of the Collective Agreement as agreed between the Company and the Union.
- e) Former Hudson General employees laid off with recall rights will be allowed to decline recall without loss of recall rights unless the recall offer is for the status from which the employee was laid off. If full-time work is declined, then 12.05 (d) will apply.

ARTICLE 18.00 - OVERTIME

Overtime: The Company has the right to provide and require overtime work, and employees will be expected to perform such work as directed unless excused by their supervisor. The Company will attempt to give advance notice to employees designated to perform overtime.

- 18.01
- a) The Company will distribute overtime on an equitable basis and will post a monthly summary of overtime hours worked on the bulletin board.
 - b) Overtime will be recorded on a per annum basis with effect from January 1st of each year.
 - c) Dependent upon requirements and qualifications, overtime will be offered to employees in the following order:
 - (i) Full-time or Part-time on shift.
 - (ii) Full-time or Part-time off duty having regard to next shift.

18.02 All employees shall be compensated for all authorized overtime hours worked at one and one half times (1 ½) times their regular hourly rate. i.e. only for hours worked in excess of eight (8) per day or hours in excess of forty (40) per week) or in the case of part time employees thirty two (32) hours per week. In the event of full-time employees working an irregular shift i.e.. 4/4, such payment will be for all hours in excess of their scheduled workday or for work on scheduled days off. Hours worked as a result of shift trades are not subject to any overtime provisions.

- 18.03 An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours paid at the appropriate overtime rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift. Overtime will only be paid in accordance with Article 18.02.
- 18.04 An employee working overtime prior to or following his regular shift in excess of two hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employee will not work more than five and one-half (5 ½) hours at one stretch. There shall be a minimum of three and one-half (3 ½) hours between breaks.
- 18.05 For the purpose of calculating overtime, a day shall be reckoned from the start of one shift through the start of the next shift, during which all hours worked will be calculated in accordance with the Article 18.00. When the next shift does not fall on the following day, i.e. that day being a rest day, then the rest day shall be calculated twenty-four (24) hours from the start of the previous shift.
- 18.06 An employee who has indicated his availability for overtime in the "binder" and is by-passed by the Company for any reason during requests for overtime shall be compensated for the length of the overtime shift bypassed at his regular rate of pay.
- 18.07 When an employee is called into work overtime to replace another employee on a shift, the employee called in will receive the appropriate overtime rate for the hours worked. Should for any reason, the shift be less than four (4) hours the employee will receive the minimum recall of four (4) hours according to Article 18.03.

ARTICLE 19.00 - STATUTORY HOLIDAYS

- 19.01 The following Statutory Holidays shall be observed:

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

An employee who works on a statutory holiday may elect to receive a day off in lieu pursuant to the following procedure. At no time may the total number of employees absent due to vacation and lieu days exceed a ratio of 1:12 per occupational group. The lieu day shall be approved as follows:

The day off will be granted at the company discretion subject to operational requirements and the ability of the company to cover the shift at straight time.

Lieu day requests will be granted on a first-come, first-served basis. In the event there are several requests submitted on the same date for a particular "lieu day", seniority shall be the deciding factor. No time will be granted between December 15 to January 15, inclusive and there will be no carry over to the next year however any day requested by an employee and not granted by the company will be paid at the end of the calendar year. It is understood the employee is not limited to one request if the day is denied.

19.02 Wages will be paid for a Statutory Holiday to an employee absent from work under the following:

- a) Verified illness
- b) Death in the immediate family. Immediate family shall be understood to mean father, mother, wife, husband, brother, sister, son or daughter, or parent-in-law, brother and sister-in-law, grandparents and grandchildren.
- c) Jury duty.
Prior written permission.
- d) Subpoenaed witness.

Full time employees who work on a Statutory Holiday will be paid eight (8) hours of regular pay and one and one half (1 ½) his regular rate for all hours worked.

Part time employees who work on a Statutory Holiday will be paid in accordance with the Canada Labour Code for the stat and one and one half (1 ½) his regular rate for all hours worked.

19.03 In the event that an employee's regularly scheduled day off falls on one of the above listed statutory holidays or is on vacation, he shall receive eight (8) hours pay for a full time employee at his regular rate and part time employees in accordance with the Canada Labour Code (CLC).

19.04 Part-time employees requirement to work (fifteen)15 days in the previous (thirty) 30 days to qualify for statutory holiday.

19.05 If any of the above holidays fall on or are observed during an employee's vacation, he shall be entitled to an additional day added to his vacation, or he shall be paid for his normal hours at his regular rate, whichever he prefers.

ARTICLE 20.00 - JURY DUTY & CROWN WITNESS

- 20.01 Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty. Proof of Court payment to be provided.
- 20.02 Employees who must appear in Court for reasons other than those mentioned in 20.01 shall be granted a leave of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

ARTICLE 21.00 - ANNUAL VACATION

- 21.01 All employees shall receive vacation with pay in accordance with the following schedule, exclusive of statutory holidays.
- 21.02 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (**4%**) of their earnings with the Company for the period of their employment during **the** months preceding December 31st. Holiday entitlement one (1) day per completed calendar month up to ten (10) days.
- 21.03 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate of four percent (**4%**) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 working days) vacation.
- 21.04 Employees who, at their vacation selection date, have five (5) years or more of continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to three (3) weeks (fifteen (15) working days) vacation.
- 21.05 Vacation Leave may, if the employee wishes, be taken in conjunction with regular days off.
- 21.06 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off; such an employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid off, as provided in Section 13.01 hereof, shall receive

vacation pay at the time of his vacation.

- 21.07 Classification seniority shall apply for the purpose of bidding vacation choices.
- 21.08 When all employees in a department have indicated their choice, employees who fail to bid by the deadline, February 15th, will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days.
- 21.09 The vacation ratio in each occupational group shall be one (1) employee in ten (10) with the exception of Dec 15 to Jan 15 when there will be a vacation black out.

ARTICLE 22.00 - BEREAVEMENT

- 22.01 In the event of a death in the employee's immediate family the employee will receive three (3) days off to be taken within 7 days immediately following the date of death unless circumstances warrant otherwise. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at his normal rate of pay. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section. In the event the death in the family is outside Canada, the employee may have an additional seven (7) days leave of absence without pay to attend the funeral.

Spouse includes legally documented common-law relationship.

"Immediate family" means: parent, legal guardian, spouse, common law spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law and grandparents and grandchildren of employee and spouse.

In addition to the foregoing a request for an unpaid Leave of Absence to attend to personal affairs in the event of the death of an aunt, uncle, niece, nephew or first cousin will not be unreasonable withheld.

ARTICLE 23:00 - MATERNITY LEAVE

- 23.01 An employee with six (6) months service with the Company, may request in writing four (4) weeks prior to the Leave, the date she wishes to commence the leave and the date of return to work. She will be granted a maternity leave of up to seventeen (17) weeks as outlined in the Canada Labour Code (CLC). Nothing in the foregoing shall prohibit the employee from returning to work prior

to the expiration of the LOA.

An employee is not obliged to take maternity leave until she is unable to perform an essential function of her job and there is no appropriate alternative job available.

An employer is required to reinstate an employee to the position she held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.

Pension, health and disability benefits and seniority continue to accumulate during an employee's leave of absence for family responsibilities. Employee* share of benefit premiums during absence to be paid monthly in advance.

ARTICLE 24.00 - LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

24.01 An additional twenty-four (24) weeks of unpaid parental leave with the same qualifying requirement is available to employees in the year following the birth or adoption of a child, with entitlement extended to either parents, whether natural or adoptive. The leave to be taken by either parent or shared, but the total parental leave cannot exceed twenty-four (24) weeks.

Pension, health and disability benefits and seniority continue to accumulate during an employee's leave of absence for family responsibilities. Employees share of benefit premiums during absence to be paid monthly in advance.

An employee is entitled to receive employment information during the leave.

No employment decisions whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take child care leave.

ARTICLE 25.00 - CLASSIFICATION OF EMPLOYEES

25.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally and regularly performs. The job classifications in which employees shall be classified are those listed by job title in Schedule "A".

25.02 To provide for introduction of new work or where there has been substantial change in the work assignments of an existing job description, the Company and the Union will negotiate revising an existing job description, or prepare a

new job description under a new job title.

The wage rate for such revised or new job description shall be based on the relationship it bears to the job description and wage rates listed in Schedules "A" and "B".

- 25.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.
- 25.04 In determining qualifications for classification purposes, the Company may, at its discretion, credit a new employee with previous experience and training acquired outside the Company service.
- 25.05 Whilst an employee shall normally only be required to carry out the duties of this classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him on a temporary basis to meet an unforeseen circumstance calling for immediate action. No employee shall be so assigned without having been properly trained in safe work practices related to such work assignments.
- 25.06 Progression within the wage scale shall be automatic.
- 25.07 In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period.
- 25.08 Employees temporarily assigned to a higher classification shall receive the rate of pay for such classification.
- 25.09 Employees shall be paid every two (2) weeks. Should the employee's gross pay be short more than forty (40) dollars due to the fault of the Company, the adjustment shall be made in the next two working days. This excludes Saturdays, Sundays and Holidays.

ARTICLE 26.00 - HARASSMENT

- 26.01 All employees covered by this agreement have the right to freedom from harassment in the workplace by the employer or another employee on the grounds herein, such as:
- Vexatious comments or conduct that ought to be known unwelcome.
 - harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, disability, age, marital status and family status, sexual orientation, pregnancy.

- 26.02 Harassment complaints will be handled in accordance with the current Company policies issued in sexual harassment jointly between the General Manager and the Local Lodge President. Throughout the process such handling shall be confidential.
- 26.03 At the same time, the parties also recognize the damage a false charge made under this article may bring upon an employee. Therefore if during the investigation it is found that such a charge of harassment is made with malicious intent disciplinary action would be taken against the complainant.
- 26.04 The parties hereto recognize the right of a complainant who is not satisfied with the decision of the Company to seek redress under the provisions of the applicable law.
- 26.05 The Company will keep posted at all its notice boards a copy of its policy.

ARTICLE 27.00 - RETURN TO WORK POLICY

It is the policy of the Company to make available to an employee who has suffered illness or a workplace injury, work that is within their capabilities until such time as they are able to resume full pre-accident duties. The Company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the Canadian Human Rights Code, the Workers Compensation Act, and other related legislation.

Program Principles:

- a) To enhance and facilitate an employee's rehabilitation and return to normal duties.
- b) Each department will make every reasonable effort in accommodating an employee unable to perform their regular duties as a result of a workplace injury.
- c) When the home department is unable to provide a suitable work assignment, an attempt will be made to place the employee in another department.
- d) Union and Management agree to promote the Return to Work Program to all employees.

Employee Responsibilities:

- a) Report promptly all work-related injuries and complaints to immediate

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supervisor.

- b) Actively participate in obtaining appropriate first aid and medical attention.
- c) Provide physician with documentation from Company (treatment memorandum, modified work form)
- d) Advise the treating physician of the availability of modified work and the return to work program.
- e) Return the physician's report to the program manager or designate as soon as possible after each medical appointment (same day or start of next shift).
- f) Actively participate in an appropriate recovery plan.
- g) Ensure that all activities such as medical appointments and physiotherapy are arranged so they do not conflict with the return to work schedule.

ARTICLE 28.00 - RENEWAL, AMENDMENT AND TERMINATION


28.01 Except as otherwise provided herein, this Agreement shall be effective from **July 20, 1999 through to July 19, 2001** and, thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

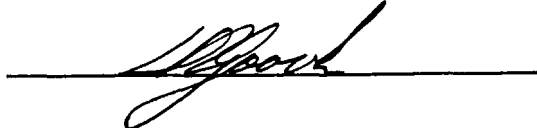
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as below.

Dated at CALGARY this 27 day of OCTOBER 1999.

HUDSON GENERAL AVIATION SERVICES INC.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS





SCHEDULE "A" - JOB CLASSIFICATION

A. RAMP SERVICE AGENT

Normal Duties:

1. Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or **bulk** loaded, and conveyance of same to or from designated areas.
3. Service water and toilet systems of all aircraft.
4. After training, operate safely and efficiently all types of equipment and vehicles used in the handling and servicing of aircraft, glycol recovery etc.
5. Service and care for such equipment.
6. Any other duties associated with this **job** classification.
7. After training operation of loading bridges and aircraft doors.

B. CABIN SERVICE AGENT

Normal Duties:

1. Directly responsible for the cleaning of the interior of the aircraft.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make up area including but not limited to the make up of kits.
4. Service water systems of all aircraft
5. Any other duties associated with this **job** classification.

C. CUSTOMER SERVICE AGENT

Normal Duties:

1. Provide information for the public and answer telephones in the manner laid down by the airline and/or Company.
2. Check in embarking passengers and perform all related duties.
3. Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
4. Monitor disembarking passengers from aircraft through port facilities and perform all associated duties.
5. Attend to transit and interline passengers.
6. To attend to special needs passengers.
7. Perform computer-related duties.
8. Perform baggage tracing and functions related thereto, in the matter laid down by the airline and/or company.
9. Perform weight and balance and all related duties in the manner laid down by the airline and/or Company
10. Perform the function of cash/ticketing agent in the manner laid down by the airline and/or Company.
11. Perform the function of reservations agent and the duties related thereto in the manner laid down by the airline and/or Company.
12. Perform major load control in the manner laid down by the airline and/or Company.

D. LEAD HAND

Normal Duties

A Lead is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those employees assigned to him. He shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized; instruct new employees on the job and discuss aspects of the operation with the customer.

E. CHARGE-HAND

Normal Duties

A Charge hand has the same specific duties and responsibilities as defined under the Lead hand job description. In addition, he will have the responsibility of directing and supervising the work of one or more Lead hands and those employees assigned to him. He will be responsible for training within his occupational group.

Qualifications

- a) Priority will be given to Lead hands who apply for this position.
- b) Must have thorough understanding of the job requirement of his occupational group.
- c) Must have the necessary qualifications related to his occupational group.
- d) The employees entering this position will be on a ninety (90) day probationary period.

MINIMUM QUALIFICATIONS FOR ALL CLASSIFICATIONS

1. Must be of good character, neat appearance and safety minded.
2. Must hold a valid driver's licence issued in the Province of Alberta where required by the Company.
3. Must have good driving ability and show an acceptable standard of equipment handling after initial training.
4. A Lead must have in addition to 1 - 3 inclusive, a thorough understanding of the job requirements of his/her classification and must have the ability to organize job functions and direct other employees in performance of these functions. A Lead must be capable of writing reports as required.

SCHEDULE "B" - WAGE SCALE

Effective July 20, 1999 to July 19, 2001

	START	6 Mths	12 Mths	18 Mths	24 Mths	30 Mths
RAMP SERVICE AGENT	7.87	8.13	8.40	8.66	8.92	9.18
CABIN SERVICE AGENT	7.87	8.13	8.40	8.66	8.92	9.18
CUSTOMER SERVICE AGENT	7.87	8.13	8.40	8.66	8.92	9.18

	36 Mths	42 Mths	48 Mths	54 Mths	60 Mths
RAMP SERVICE AGENT	9.45	9.62	9.88	10.14	10.40
CABIN SERVICE AGENT	9.45	9.62	9.88	10.14	10.40
CUSTOMER SERVICE AGENT	9.45	9.62	9.88	10.14	10.40

Medical benefit package:

Effective date of ratification: Applicable to Full Time & Part Time employees only upon the completion of one (1) year's service.

Alberta Health Care for employee paid 50/50 by company and employee.

Employee Medical Package - 80% prescription drugs which by law require a prescription (excluding smoking cessation and obesity drugs), semi-private room in hospital, para-medicals max \$500.00 per practitioner per year. Out of country emergencies –100%, Vision - 100% eyeglasses to a maximum of \$150.00 every two years.
Life Insurance & A.D.& D. - \$25,000

(Employee Medical Package paid at 100% by the company, optional family coverage available at 100% cost to the employee.

Lead Hand Premium shall be \$1.50 per hour above the employee's regular hourly rate.

Charge Hand Premium shall be \$2.25 per hour above the employee's regular hourly rate.

SCHEDULE "C" - CLOTHING

The Company will provide the following items of uniform. Should an employee terminate in the first year, of his own accord, the cost of the uniform will be deducted from the employee's pay cheque.

The following uniforms will be the initial issue to a new employee, thereafter items will be replaced on an as need basis. i.e. Return a worn old item for a new item.

RAMP SERVICES

- 4 shirts and 3 pants
- 1 summer jacket
- 1 winter parka
- 1 rain suit
- 1 set ear protectors
- 1 pair of long sleeve regular coveralls
- 2 pair of winter and summer work gloves
- 1 set of knee pads at 50% of cost (not to exceed \$20)
- Boot allowance - The Company will provide \$100.00 per year, paid annually

CABIN SERVICES

- 1 summer jacket
- 2 shirts and 3 pants
- 1 pair ear protectors
- 1 winter parka

CUSTOMER SERVICE

- 1 jacket
- 1 cardigan
- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 skirts and 1 pant (female)
- 3 pants (male)
- 2 rosettes (female)
- 2 ties (male)
- A Customer Service agent may purchase a winter parka at 25% of cost.
- The Company will pay \$160.00 per year Uniform Allowance, paid annually.