

**PULP, PAPER & WOODWORKERS
OF CANADA**

LOCAL 5

AGREEMENT NO.2

WITH

GLOBEGROUND NORTH AMERICA INC.

VANCOUVER

NOVEMBER 1, 2003

TO

OCTOBER 31, 2009

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ARTICLE 1.00 – PURPOSE

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

ARTICLE 2.00 – RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for its hourly rated employees at Vancouver International Airport, except Supervisory employees in accordance with the Certificate of Recognition issued by the Canada Labour Relations Board.**
- 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.

Prior to a Supervisor performing any bargaining unit work the Supervisor must justify the situation to a Shop Steward or his designate.

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, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice twenty-four (24) hours before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.**
- (d) The foregoing statements 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, except where amended by this Agreement.**

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

ARTICLE 4.00 – UNION DUES AND UNION MEMBERSHIP

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

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

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

4.04 The Company agrees that all employees covered by this Agreement shall have 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 no 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 the last pay period of any month are insufficient to permit the deduction of the full amount of the dues, such dues will be deducted in accordance with PPWC Local 5's bylaws. (Copy of which to be provided to the Company).

ARTICLE 5.00 – STRIKES AND LOCK-OUTS

5.01 Strikes – It is hereby agreed that it is the intention of parties hereto to prohibit strikes in any form, for any 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.

In addition, during the term of the Collective Agreement or negotiation for its renewal, there shall be no lock-outs by the Company.

ARTICLE 6.00 – NO DISCRIMINATION

- 6.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.**
- 6.02 No employee shall be discriminated against by the Company nor suffer any loss 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”.**
- 6.04 The Company agrees to abide by the Canada Labour Code in all matters of personal and sexual harassment.**

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 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 AND SAFETY

- 8.01** The Union shall elect a Standing Committee as per Local 5 PPWC Bylaws, who shall be employees of the Company covered by this Agreement. However, no more than three (3) 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 Standing 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.
- 8.03** (a) The Union shall elect and the Company shall recognize Committee members and Shop 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 Committee member and Shop 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 three (3) Union members and not less than two (2) Management members and abide by the Canada Labour Code in all matters pertaining to health and safety.
- The Company agrees to abide by the Canada Labour Code in all matters of safety.
- 8.04** The Company recognizes that the necessity for performance by a Committee member or Shop 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 Committee members and 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.

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 with his immediate Supervisor (First Step grievance procedure hereunder) within seven (7) calendar days of becoming aware of the cause of complaint or right to grieve shall be deemed waived. If, during any step of the grievance procedure, it is required by either party that witnesses attend as an aid in settling the grievance, they may be requested to attend.

9.02 **Discipline and Dismissal**

Prior to any suspension or dismissal, except in the case of physical violence or immediate safety hazard, the Company agrees to meet with the Union and discuss the matter.

Within three (3) working days, the Union shall be notified in writing of any suspension or dismissal as well as the Company's reasons for same.

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

9.04 An employee who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the Grievance Procedure provided by Article 9.03 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) calendar days after the separation of employment or aforesaid disciplinary action.

9.05 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.

9.06 **Grievance Procedure – First Step**

An employee who has a complaint shall discuss it with his Supervisor and with his Shop Steward (or his designate) present with a view to prompt and fair adjustment.

9.07 Grievance Procedure – Second Step

Should an employee not receive satisfaction from his Supervisor in regard to a complaint made pursuant to Section 9.02 hereof, within five (5) calendar days, he may state his grievance in writing on the appropriate form and a member of the Standing Committee or his designee shall present it to the General Manager or his designated representative. The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested. Within five (5) calendar days thereafter or within such longer period as may be agreed, a member of the Standing Committee or his designee shall meet with the General Manager or his designee to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the General Manager or his designee shall deliver to the Union his answer in writing.

9.08 Grievance Procedure – Third Step

Should the Union consider that a just settlement has not been found, it may present the grievance to the Company's Regional Vice President – Canada or his designee within fourteen (14) calendar days after the date of the decision rendered in the Second Step. Within fourteen (14) calendar days a meeting to discuss the grievance at 3rd step shall be arranged between the Regional Vice President or his designee and the Union Counselor or his designee. Within fourteen (14) calendar days thereafter, the Company shall present its final decision in writing to the Union.

9.09 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.

9.10 Unsettled Disputes

Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within twenty-one (21) calendar days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

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 fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided for in Article 9.10 hereof, an arbitrator selected jointly by the parties will be named. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator**
- 10.04 The arbitrator to hear each case will be the person whose name follows that of the person on the list who heard the previous case.**
- 10.05 The arbitrator will make his award, as to the matter in dispute, known to the parties within thirty (30) calendar days of the last hearing and in making such award will not have the power to amend this Agreement.**
- 10.06 The decision of the arbitrator will be final and binding on both parties to the Agreement.**
- 10.07 In hearing disputes arising out of the suspension or dismissal of an employee, the arbitrator, where he finds such suspension or dismissal was improper, may modify the penalty.**
- 10.08 The parties hereto will jointly share the fee and expense of the arbitrator.**

ARTICLE 11.00 – PROBATION

11.01 The first ninety (90) calendar days of employment shall be a probationary period during which the Company will assess whether an employee is suitable to be retained and, if so, where in the Company's operations he may best be employed. The Company, with the concurrence of the Union Standing Committee, may extend the probationary period to one hundred and twenty (120) calendar days. An employee on probation shall have no seniority and cannot be the subject of the grievance procedure. When probation has been completed, seniority will be counted from the initial date of hire.

Note: Absence will not apply as probationary time.

11.02 Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 13.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

ARTICLE 12.00 – SENIORITY

12.01 Definition: Company seniority for all employees shall be the length of service with the Company and shall govern;

- a) Vacation entitlement and preference.
- b) Any other matter agreed to between the parties.

Classification seniority for all employees shall commence from the date of entry into the classification as outlined in Article 25.00 and shall not be transferable from one classification to another. Classification seniority earned in a previous classification may be used for bumping purposes in the event of a lay-off.

Classification seniority shall govern;

- a) Retention as a result of lay-off.
- b) Recall following lay-off.
- c) Displacement rights.
- d) Filling of vacancies.
- e) Rest days and shift selection.
- f) Any other matter agreed between the parties.

12.02 Use of Seniority: Seniority shall be used to determine the relative rights of employees within a classification 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 selection 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 lay-offs 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 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 lay-off for twelve (12) consecutive months;

ARTICLE 12.00 – SENIORITY – (Cont'd)

- d) an employee fails to report for work after a recall from lay-off within three (3) calendar days of receipt of notice of recall. Such notice to be sent registered to the 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 is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.**

12.05 The Company will post seniority lists at three (3) month intervals and will provide The Union office and the Standing Committee with one (1) copy of each. The Company will, prior to posting, verify the seniority list with the Union.

- 12.06 (a) Should an employee, full-time or part-time, be permanently transferred from one classification, his seniority shall continue to accrue in his old classification for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer**
- (b) Any employee performing a temporary function that is outside the scope of this Agreement must not exceed six (6) months per calendar year in such position. At the end of such temporary function the employee shall return to his previous position. Should an employee exceed six (6) months he shall forfeit all acquired seniority.**
- (c) When an employee accepts a permanent position in the Company that is outside the scope of the Agreement, the employee shall continue to accrue seniority for six (6) calendar months. If the employee returns to the scope of the Agreement within this six (6) month period, he will continue to accrue seniority. After completion of the six (6) month period outside the scope of the Agreement, the employee will forfeit all acquired seniority.**

12.07 For seniority purposes, Lead Hand is not a separate classification and for all purposes to which classification seniority applies, the employee will continue to accrue classification seniority from the classification last employed in.

ARTICLE 12.00 – SENIORITY – (Cont'd)

12.08 Same Day Hiring: The seniority of employees hired on the same day (relative to the other employees hired on the same 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 will be the 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.

ARTICLE 13.00 – LAY-OFF AND RECALL

13.01 Should cause such as a fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.

13.02 **Lay-off and Recalls:** The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority, providing the senior employees who remain possess sufficient ability to perform the work required.

Where contested, the onus shall be on the Company to establish that the senior employee has insufficient ability to perform the work required.

Recalls from such lay-offs shall be in order of classification seniority providing the employees recalled possess sufficient ability to perform the work required.

In the event of major operational changes the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.

13.03 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days notice of any lay-off, except in the case of lay-off as defined in 13.01.

13.04 Recall shall be by registered mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.

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

13.06 **Displacement Rights:** It is agreed that an employee who holds seniority on the credit list in a classification other than the one from which he is being laid-off from may exercise that seniority, should it be sufficient, in order to bump the most junior employee in that classification. No employee shall be allowed to bump from one classification to another unless they have sufficient seniority to do so.

ARTICLE 14.00 – LEAVE OF ABSENCE

14.01 One leave of absence per calendar year without pay will be granted by the Company upon two (2) weeks written notice for a period not exceeding thirty (30) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority. Any other requests for leave of absence will be approved at the sole discretion of the Company.

Leave when granted will be in accordance with Article 21.08 (I) in that both vacation and leave will not exceed the ratios as detailed therein as a result of granting the requested leave.

Leave will be granted on a first come basis but will not precede vacation bids. The Company shall give its reply within ten (10) working days of receipt of a request

14.02 Leave of absence without pay in excess of thirty (30) calendar days may be granted only where there is mutual agreement amongst all parties involved. Exceptions to this clause are Article 14.04, and child care leaves.

14.03 (a) On written 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 such 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 three (3) employees.

(b) The Union Standing Committee shall be granted the time off work with pay necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement. The Negotiating Committee shall consist of three (3) employees as per Local 5 Bylaws whose names are to be submitted to the Company in writing.

14.04 On written request from the Union, the Company shall grant a leave of absence without pay to an employee for a period not exceeding five (5) years for full-time employment by the Pulp, Paper and Woodworkers of Canada 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.

14.05 An employee will not engage in other gainful employment while on Leave of Absence except in cases of emergency.

ARTICLE 15.00 – JOB POSTING

15.01 The Company and the Union agree 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. Where the skill, ability, experience and qualifications are relatively equal, seniority shall govern. The Company agrees not to discriminate against present employees who have not been trained, i.e. if a job is posted, the Company will not take the position that only trained employees may qualify.

When selecting applicants the Company shall compare employees on the same basis for the same job and provide the Union with the comparison if requested in a dispute.

15.02 All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards in the plant. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.

15.03 All bargaining unit full-time positions will be offered to part-time employees in order of classification seniority.

Employees who are on vacation or sick leave (i.e. LTD, STD, Maternity, WCB, and ICBC etc.) during the posting period will have three (3) calendar days after their return to bid the opening.

15.04 Lead Hands who of their own choice drop their position will not be able to apply for any Lead Hand position for a period of six (6) months.

15.05 The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.

ARTICLE 16.00 – POSTING NOTICES

16.01 A lockable bulletin board shall be maintained for the posting of Union Notices. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, and libelous or of defamatory nature or that could be contrary to good customer relations. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

ARTICLE 17.00 – HOURS OF WORK AND SHIFT ARRANGEMENT

Unless otherwise specifically addressed, and subject to the Canada Labour Code, 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) The standard work week for full-time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company’s contractual commitments. A working day shall consist of eight and one half (8 ½) hours including a thirty (30) minute unpaid meal break each day.

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

- 1) Five (5) consecutive eight and one half (8 ½) hour days followed by two (2) days off.**
- 2) Four (4) consecutive ten and one half (10 ½) hour days followed by three (3) days off.**
- 3) Four (4) consecutive twelve (12) hour days followed by four (4) days off.**
- 4) Six (6) consecutive eight and one half hour (8 ½) days followed by three (3) days off.**

(b) The Company shall discuss with the Union Standing Committee its decision to alter existing full-time shifts in advance of their implementation. Whenever the Company makes up shift schedules, it will consider Alternative Shift Schedules proposed by the Union in response. Should no agreement be reached by the parties, the Union may appeal to the Regional Vice President Canada or his designee within seventy-two (72) hours and he shall render his decision seventy-two (72) hours after having received the Union’s appeal subject to unforeseen circumstances when he may not be available and if so he will respond as soon as he can.

It is understood and agreed that the parties will work together to try and make the schedules work to the benefit of both parties.

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. Employees shifts longer than the standard eight and one half (8 ½) hour shift will have their meal break assigned to commence between the fourth and seventh hour of their shift. Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1 ½) his regular hourly rate for one hour.

ARTICLE 17.00 – HOURS OF WORK AND SHIFT ARRANGEMENT – (Cont'd)

17.02 Late starting for employees who arrive late for work shall be calculated as follows:

- 0 to 05 minutes - no deduction**
- 6 to 17 minutes - 15 minutes deduction**
- 18 to 35 minutes - 30 minutes deduction**

Lateness shall be subject to disciplinary action. An employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.

17.03 The regular schedule of shifts shall be time stamped by the time clock and posted for the employees and a copy supplied to the Shop Committee.

17.04 (a) The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the full-time shift bids. The Union will have three (3) calendar days upon receipt of the schedule to return the completed shift bids to the Company. The Company will post shift awards two (2) calendar days prior to the schedules effective date. Should the Union fail to return the completed shift bids to the Company within the three (3) calendar day time line the Company will assign the shifts. All full-time employees will bid their shifts not less than twice per year.

(b) The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The part-time shift bid will be conducted and administered by the Company. Part-time employees shall bid their schedules on a monthly basis when possible. Two (2) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding.

The completed shift schedule will be posted two (2) calendar days prior to the schedules effective date.

(c) As a result of a shift bid, if a full-time employee's new schedule conflicts with his previous schedule, the Company will not be responsible for any shifts lost or additional days worked for purposes of calculating overtime.

ARTICLE 17.00 – HOURS OF WORK AND SHIFT ARRANGEMENT – (Cont'd)

- 17.05 (a)** The Company may alter the shift schedules with twenty-four (24) hours notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If twenty-four (24) hours notice is not given by the Company then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.
- (b)** If a rescheduled part-time employee is unable to work any extra shifts, the normal shift vacancy filling procedure shall be used, i.e. offered by seniority. If these shifts still cannot be filled then the Company can assign in reverse order of seniority.
- (c)** Employees will make every reasonable effort to remain current with their schedule while in the workplace.
- (d)** The Company shall fill temporary vacancies as per the present practice.

17.06 Part-time employees shall be paid a minimum of four (4) hours for each shift worked.

17.07 The full-time fueler and utility compliment will be determined by airline schedules. Any eight (8) consecutive hour requirement in one (1) day for five (5) consecutive days or ten (10) consecutive hour requirements in one (1) day for four (4) consecutive days shall constitute a full-time position, provided that the requirement(s) is for not less than three months and will be reviewed quarterly.

ARTICLE 18.00 – OVERTIME AND SHIFT PREMIUM

Overtime: The Company and the Union agree that all overtime will be voluntary with the following exceptions. When employees are requested to work overtime beyond their normal shift it shall not exceed two (2) hours.

The overtime required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime, the junior employees on shift will be required to work until a replacement is found. A replacement employee will only be required for overtime in excess of two (2) hours. Should no replacement be found and the employee is required to work in excess of the two (2) hours then he will be paid for not less than four (4) hours overtime.

18.01 All employees shall be compensated for all authorized overtime hours worked at one and one-half (1 $\frac{1}{2}$) times their regular hourly rate for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. This clause does not apply to shift rotations scheduled in excess of eight (8) hours per day or forty (40) hours per week as detailed in Article 17.01(a), including occasions when part-time employees are temporarily filling full-time shifts.

- 18.02** (a) The Company and the Union agree that all overtime or extra hours will be voluntary with the following exceptions. When employees are required to work overtime or extra hours beyond their regular scheduled shift it shall not exceed two (2) hours.
- (b) The overtime or extra hours required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime or extra hours, the junior employees on shift will be required to work until a replacement is found. A replacement employee will only be required for overtime or extra hours in excess of two (2) hours. Should no replacements be found and the employee is required to work in excess of the two (2) hours, then he will be paid not less than four (4) hours overtime regardless of the actual additional hours worked.
- (c) All part-time employees who work less than eight (8) hours per day or forty (40) hours per week and are required to work beyond their regular scheduled shift as per 18.01(b) will for the first two (2) hours of extra time, be paid at their regular hourly rate. If the employee is required to work in excess of two (2) hours, then he will be paid for not less than four (4) hours at one and one-half (1 $\frac{1}{2}$) times their regular hourly rate, regardless of the actual additional hours worked.

- 18.03 (a) The Company will distribute voluntary overtime on an equitable basis and post a weekly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and management.**
- (b) Overtime will be recorded on a monthly basis.**
- (c) The present practice of offering overtime shall be maintained for this Agreement. Should an employee be by-passed for overtime, the onus of proof to be provided by said employee and the Company would be required to pay overtime not to exceed four (4) hours. (Overtime will be tracked on an hourly basis.)**
- (d) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, on the daily overtime sheet posted in the Supervisor's office. This sheet will be removed by noon the previous day.**
- (e) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.**
- 18.04 An employee who has completed his regular shift and has clocked out, and then recalled to work shall receive a minimum of four (4) hours paid at one and one-half (1 ½) times their regular hourly rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.**
- 18.05 An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employees 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 meal and breaks.**

- 18.06 (a)** Effective with the ratification of this Agreement each employee shall have the option to participate in the time bank. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions. Employees who so elect to either participate or not will be bound by that decision to January 1 the following year.
- (b)** Credits in the time bank cannot exceed eighty (80) hours.
- (c)** Any employee opting into the time bank cannot exceed eighty (80) hours of credits per year. After eighty (80) hours all overtime pursuant to Article 18 will be paid out for the balance of the calendar year.
- (d)** For credit purposes, all overtime hours shall be converted to straight time hours.
- (e)** All banked hours shall be paid at the rate earned at the time of credit, regardless of any wage increases.
- (f)** Banked hours shall not be carried over from year to year. If an employee has not liquidated any banked hours by December 31st of any year said employee shall be paid for any remaining hours at the next closest pay period.
- (g)** Time bank hours cannot be used to supersede annual vacation or Statutory Holiday entitlement of other employees.
- (h)** Subject to operational requirement, employees may liquidate time bank hours for not less than on (1) scheduled shift, with a minimum of ten (10) calendar days notice on a first come first served basis. When requests are made on the same day, seniority will apply.
- (i)** A maximum of two (2) fuelers and one (1) utility employee can utilize time bank in any one (1) day

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	

To be eligible for pay for any of the Statutory Holidays listed above, an employee must work four (4) hours of scheduled shift immediately preceding and four (4) hours of the scheduled shift immediately following the Statutory Holiday. These shifts shall be known hereafter as “Obligatory Shifts”.

19.02 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 at his regular rate, or in the event the employee is a part-time employee, he shall be paid four (4) hours pay at his regular rate of pay or the equivalent, in hours of his regularly scheduled shift, whichever is greater.

19.03 An employee who works on a Statutory Holiday will be paid at one and on-half (1 ½) his regular rate for the hours worked in addition to the paid Statutory Holiday.

19.04 Part-time employees requirement to work ten (10) days in the previous thirty (30) days to qualify for Statutory Holiday.

19.05 One (1) additional day with pay will be granted to permanent employees who have completed at least sixty (60) days of service. Such day off will be determined by agreement between the Company and the employee or assigned on thirty (30) days notice following October 31 in each calendar year.

Days may be assigned under the thirty (30) days notice provision up to January 31 in the following calendar year. Any days assigned in the above manner will be assigned consecutively with the employee's scheduled rest days.

19.06 Wages will be paid for a Statutory Holiday to an employee absent from work on either/both of the Obligatory Shifts under the following circumstances provided satisfactory proof is shown:

- (a) Verified illness.**
- (b) Death in the immediate family. Immediate family shall be understood to mean father, mother, spouse, brother, sister, son or daughter, or parent-in-law, brother and sister-in-law, grandparents and grandchildren.**

ARTICLE 19.00 – STATUTORY HOLIDAYS – (Cont'd)

- (c) **Jury Duty.**
- (d) **Prior written permission.**
- (e) **Subpoenaed witness.**

ARTICLE 20.00 – JURY DUTY AND CROWN WITNESS

20.01 Employees subpoenaed as a witness or for jury duty shall be paid their normal daily wages for such public duty.

20.02 Employees who must appear in court for reasons of other than those mentioned in 20. 01 shall be granted local leaves 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 of employees shall receive vacations 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 the 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 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 (15 working days) vacation.**
- 21.05 Employees who at their vacation selection date, have ten (10) years or more of continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to four (4) weeks (20 working days) vacation.**
- 21.06 The vacation selection date shall mean the employee's confirmed vacation starting date. Vacation leave may, if the employee wishes, be taken in conjunction with regular days off.**
- 21.07 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 for 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.**

ARTICLE 21.00 – ANNUAL VACATION – (Cont'd)

21.08 Except where a department has a mutually agreed on another vacation scheduling system the following vacation scheduling system will apply:

- (i) All classifications - 1 employee in 10 employees**
- (ii) Vacation bids will be by seniority in the employees respective departments and will be done in December for the following year. However, should an employee wish to divide up his vacation entitlement into a minimum of one (1) week increments, a rotation through the seniority list will apply - that is, the most senior employees will have first choice of the first “division” of his vacation; then the next most senior will have next choice of his first “division”; and so on to the seniority list. There is no limit on how many divisions an employee may take, i.e. up to the number of days that he is entitled.**
- (iii) Once this rotation has been achieved one time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second “division” of his vacation; the next most senior chooses his second “division’ and so on again through the seniority list.**
- (iv) This rotation will continue in the above fashion until each employee in turn has bid for all his vacation entitlement.**
- (v) When all employees in the department have indicated by bid their vacation choice, employees who fail to bid by the deadline will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days.**

ARTICLE 22.00 – BENEFITS

22.01 The Company shall provide the basic coverage under the British Columbia Medical Plan.

22.02 To Group Insurance Program shall be as follows:

- (a) \$50,000.00 Life Insurance.**
- (b) \$50,000.00 Accidental Death and Dismemberment.**
- (c) A disability plan which provides for weekly indemnity based on seventy-five percent (75%) weekly salary (forty (40) times the hourly rate) from the first day of accident and the fourth (4th) day of illness, for a maximum of fifty-two (52) weeks.**
- (d) Prescription drug coverage, employees and family: 100%, twenty (0.20) cents deductible.**
- (e) Semi-private room coverage in the event of hospitalization.**
- (f) 100% basic dental plan to provide coverage for extractions, filings, X-rays and preventative coverage and 50% Orthodontic.**
- (g) Dependant's Life Insurance for spouse and for children at least 14 days of age. (\$1,000.00 and \$500.00 each respectively.)**
- (h) Provide coverage to employee and dependant for corrective lenses to a maximum of \$200.00 in a twenty-four (24) month period (employee only).**

- 22.03**
- (a) Full-time employees shall be eligible for all the above mentioned coverage and on the first day of the month following completion of the probation period based on cost sharing 50% paid by the Company and 50% paid by the employee.**
 - (b) Part-time employees shall be eligible for all the above mentioned coverage with the sole exception of 22.02(c) on completion of twelve (12) months service with the Company based on a cost sharing of fifty percent (50%) paid by the Company and fifty (50%) paid by the employee.**
 - (c) Any part-time employee may elect to opt out of the above coverage and if so elects will only be covered for the B.C. Medical, Life and AD&D on the same 50/50 cost sharing basis.**

Note: All employees must maintain their Group Insurance premium payments to current status while absent from the work place for any reason. Failure to pay premiums on time will result in the termination of benefits at the Company's discretion.

ARTICLE 22.00 – BENEFITS – (Cont'd)

22.04 Group Insurance coverage will terminate on the last day of employment.

22.05 Sick Leave

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

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

22.06 Dental Plan Fee Schedule

Effective May of each year, the Company shall move to the previous years Dental Association Fee Schedule.

ARTICLE 23.00 – BEREAVEMENT

23.01 In the event of a death in the employee's immediate family (parent, spouse, child, brother, sister, father or mother of his legal spouse, brother and sister-in-law and grandparents and grandchildren of the employees and spouse), or in the event of serious illness or injury requiring a doctor's care or hospitalization affecting the employee's spouse or children, he would receive up to the next four (4) succeeding days off. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at his normal rate of pay. In addition, if the employee is notified while at work of 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 immediate family is outside Canada, the employee may have an additional six (6) days leave of absence without pay to attend the funeral.

For the purposes of this Agreement spouse shall also mean common-law spouse.

ARTICLE 24.00 – LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

24.01 Maternity and Child Care Leave

Every employees who has six (6) months service with the Company is entitled to and shall be granted a leave of absence and the following rules shall apply for maternity, parental, adoption and child care leave:

- (a) The Company shall not dismiss, suspend, layoff, demote, nor discipline, nor deny promotion or training because the employee has applied for leave under these clauses.
- (b) No employee can be laid off while on leave under these clauses. However, this shall not prevent the Company from laying off active employees who are senior to him during his leave of absence under this clause.
- (c) Every employee who intends to take a leave of absence under these clauses shall:
 - (i) Give and least four (4) weeks notice in writing to the Company unless there is a valid reason why such notice cannot be given.
 - (ii) Inform the Company in writing of the length of leave intended to be taken.

NOTE: Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the leave of absence.

- (d) The Company must inform, in writing, every employee who takes leave under these clauses of every employment bid, promotion or training opportunity for which the employee is qualified. The employee must request this in writing.
- (e) Every employee who takes leave under these clauses, is entitled to be reinstated at the position that the employee occupied when the leave commenced. If for a valid reason the Company cannot reinstate an employee in that position the Company shall reinstate the employee in a comparable position with not less than the same wages, benefits, and same location or awarded a position as per (d) above.
- (f) The pension, health and disability benefits and the seniority of any employee takes or is required to take a leave of absence from employment under this Article shall accumulate during the entire period of the leave.

- (g) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (f) above, the employee is responsible for and must pay on a monthly basis.

ARTICLE 24.00 – LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES – (Cont'd)

- (h) For the purposes of calculating the pension, health and disability benefit of an employee the monetary contribution required by (g) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- (i) For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Article, other than benefits referred to (f) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.

24.02 Maternity Leave

- (a) Where an employee is pregnant that employee is entitled to and shall be granted a leave of absence of up to seventeen (17) weeks which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.
- (b) In the case of a female employee applying for leave under this clause she shall provide the Company with a medical certificate stating the expected confinement date.
- (c) The Company shall not require an employee to take a leave of absence because the employee is pregnant, however, if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for the employee, that employee may be required by the Company to take the leave but the burden of providing this rests with the Company.
- (d) If an employees is unable to work because of a pregnant related or unrelated illness she shall be allowed to use her sick leave under this Agreement. This shall not be construed to mean that she shall be allowed sick leave while on Maternity or Child Care Leave.

Child Care Leave

When an employee has or will have the actual care and custody of a new born child that employee is entitled to and shall be granted a leave of absence of up to thirty-seven (37) weeks commencing as the employee elects,

- (a) in the case of a female employee:
- on the expiration of any leave of absence taken by her under Clause 24.02;
 - on the day the child is born, or
 - on the day the child comes into her actual care and custody, and
 -

ARTICLE 24.00 – LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES – (Cont'd)

- (b) in the case of a male employee:
- on the day the child is born, or
 - on the day the child comes into his actual care and custody.
- (c) The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause, shall not exceed thirty-seven (37) weeks.

24.03 Adoption Leave

- (a) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.
- (b) The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause, shall not exceed thirty-seven (37) weeks.

24.04 Parental Leave

An employee shall be paid at his regular rate of pay up to a maximum of two (2) days pay due to the absence of an employee or spouse due to the childbirth or the adoption of a child.

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 performs. The Company may request a waiver of this provision in the event that special circumstances involving a specific contract warrant same. In this circumstance the Company and the Union will meet to identify in writing the specifics and degree of the waiver and agreement from the Union shall not be unreasonably withheld. The job classification in which employees shall be classified are those listed below:
- 25.02** To provide for instruction of new work of where there has been a substantial change in the work assignments of an existing job description, the Company shall revise an existing job description, or prepare a new job description under a new title.
- 25.03** The wage rate for such a revised or new job description shall be based on a relationship it bears to the job description and wage rates listed in Schedule “A”.
- 25.04** 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.
- 25.05** 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 services.
- 25.06** Whilst an employee shall not normally only be required to carry out the duties of his classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him, provided they are not assigned on a regular basis.
- 25.07** Progression within each classification shall be automatic within the terms of the job description.
- 25.08** 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.
- 25.09** Employees temporarily assigned to a higher classification shall receive the rate of pay for such classification.

ARTICLE 25.00 – CLASSIFICATION OF EMPLOYEES - (Cont'd)

FUELER

Normal Duties

Perform the function of refueling aircraft and related work.

UTILITY EMPLOYEE

Normal Duties

Perform daily inspections, truck loading/unloading, grounds keeping painting and other associated duties.

FUEL / FACILITY MECHANIC

Normal Duties

Maintain company equipment and facilities and perform any related work

FACILITY/MECHANIC'S HELPER/TANK FARM RELIEF OPERATOR

Normal Duties

1. Perform functions related to those of the mechanic, but not required to perform heavy-duty vehicle maintenance
2. Perform routine functions of facility maintenance and related work
3. Provide temporary relief coverage at the tank farm facility. This will include all aspects of tank farm operations from fuel receipts and fuel quality testing to daily QC/QA functions and record keeping

TANK FARM OPERATOR

Normal Duties

All functions pertaining to the daily operation of the tank farm exclusive of heavy-duty maintenance (this includes, but is not limited to, daily inspections, fuel transfers, truck off-loading, documentation and other related duties)

VISTA OPERATOR/TANK FARM RELIEF OPERATOR

Normal Duties

The main focus of this position will be the operation of the Vista Volumetric Pipeline Leak Detection Systems. This will include coordinating fuel system shutdowns with Airport Authority and GlobeGround aircraft fuelling operations.

In addition, this position will provide temporary relief coverage at the GlobeGround North America Tank Farm Facility. This will include all aspects of Tank Farm Operations from fuel receipts and fuel quality testing to a daily QC/QA functions and record keeping to general facility repair and maintenance.

This position will require varying working hours to ensure fuelling operations are not affected, but will remain constant from month to month unless otherwise determined by GlobeGround North America customers.

LEAD HAND

Normal Duties

A Lead Hand is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those of 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.

Qualifications

- (a) Priority will be given to Temporary Lead Hands from the Lead Hand Pool who apply for the position.**
- (b) Must have thorough understanding of the job requirement of his classification.**
- (c) Must be able to organize job functions within his classification and direct and supervise other employees on performance of these functions.**
- (d) Must have the necessary qualifications related to his classification.**
- (e) Must be of good character, neat in appearance and safety minded.**
- (f) Must try to attain a valid “D” permit from the Airport Authority.
(Exception will be given to Groomers and BSS employees.)**

Note: The above qualifications apply to both Lead Hand and Lead Hand relief pools.

ARTICLE 25.00 – CLASSIFICATION OF EMPLOYEES – (Cont'd)

MINIMUM QUALIFICATION FOR ALL CLASSIFICATIONS

- (a) Must hold of a valid driver's license issued in the province of B.C., and obtain an Airside Vehicle Operating Permit, where required by the Company.**
- (b) Must have good driving ability and show an acceptable standard of equipment handling after the initial training.**
- (c) A Lead must have thorough understanding of the job requirements of his classification and must have the ability to organize job functions, write reports related to the job (i.e. Hazard Safety reports) and direct other employees in performance of these functions.**
- (d) Employees operating tanker fueler vehicles used for the purpose of refueling aircraft must be in possession of a valid Class 1 Driver's License as provided for in LOU # 1**

ARTICLE 26.00 – PROTECTION OF EMPLOYEES

FUELERS – UTILITY EMPLOYEES – MECHANICS -

The Company will provide the following uniforms to employees classified by the Company as regular ramp employees. Should an employee terminate in the first year, of his own accord, the total cost of the uniform will be deducted from the employee's final pay cheque:

4 shirts and 4 pants per year, for full-time employees plus replacement if work wear-and-tear warrants it.

3 shirts and 3 pants per year, for part-time employees plus replacement if work wear-and-tear warrants it.

3 sets of coveralls for fuelers and utility employees plus replacement if work wear-and-tear warrants it.

7 sets of coveralls for mechanics plus replacement if work wear-and-tear warrants it.

1 summer jacket per year

1 winter parka per 2 years

1 rain suit per 2 years,

1 set ear protectors, as needed, if turned in

1 pair summer gloves per year

1 pair winter gloves per year,

Boot allowance: the Company will provide \$125.00 per year paid by April 1st of each year.

The Company agrees to provide all bargaining unit members with lockers.

If legislation is enacted which has an effect on the provisions of this Agreement or on Company Policy which has detrimental effect on the employees covered by this Agreement the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.

ARTICLE 27.00 – RENEWAL, AMENDMENT AND TERMINATION

27.01 Except as otherwise provided herein, this Agreement shall be effective from the date of ratification until October 31st, 2009 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 one hundred twenty (120) days prior to any such yearly date of termination.

27.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

AGREED:

DATE: _____

FOR THE COMPANY:

FOR THE UNION:

Malcolm A. Gill
Regional Vice President - Canada

Doug Muir
President – President PPWC

John Carabatsakis
General Manager – Vancouver Fuel

Dan Kibsey
Union Counsellor – Local 5 PPWC

Randy Shaw
Assistant Manager – Vancouver Fuel

John Alexandrakis
Committee - Chairman

Dave Johnson – Committee / Secretary

Salesh Lal – Alternate Committee Member

SCHEDULE "A" – WAGE SCALE

<u>CLASSIFICATIONS</u>	FUELER UTILITY EMPLOYEE								
	START	6M	12M	18M	24M	30M	36M	42M	48M
EFF NOV 1 2003	8.85	9.30	9.75	10.20	10.65	11.10	11.45	11.80	12.1
EFF NOV 1 2004	9.12	9.58	10.04	10.51	10.97	11.43	11.79	12.15	12.5
EFF NOV 1 2005	9.39	9.87	10.34	10.82	11.30	11.78	12.15	12.52	12.8
EFF NOV 1 2006	9.66	10.15	10.64	11.13	11.63	12.12	12.50	12.88	13.2
EFF NOV 1 2007	9.93	10.44	10.94	11.45	11.95	12.46	12.85	13.24	13.6

<u>CLASSIFICATION</u>	FACILITY / MECHANIC HELPER /TANK FARM RELIEF OPERATOR								
EFF NOV 1 2003	11.85	12.30	12.75	13.20	13.65	14.10	14.45	14.80	15.1
EFF NOV 1 2004	12.15	12.61	13.07	13.53	13.99	14.45	14.81	15.17	15.5
EFF NOV 1 2005	12.45	12.92	13.39	13.86	14.34	14.81	15.18	15.54	15.9
EFF NOV 1 2006	12.74	13.23	13.71	14.20	14.68	15.16	15.54	15.92	16.2
EFF NOV 1 2007	13.04	13.53	14.03	14.52	15.02	15.51	15.90	16.28	16.6

<u>CLASSIFICATION</u>	FUEL / FACILITY MECHANIC								
EFF NOV 1 2003	15.85	16.30	16.75	17.20	17.65	18.10	18.45	18.80	19.1
EFF NOV 1 2004	16.17	16.63	17.09	17.54	18.00	18.46	18.82	19.18	19.5
EFF NOV 1 2005	16.49	16.96	17.43	17.89	18.36	18.83	19.20	19.56	19.9
EFF NOV 1 2006	16.80	17.28	17.76	18.23	18.71	19.19	19.56	19.93	20.3
EFF NOV 1 2007	17.12	17.61	18.10	18.58	19.07	19.55	19.93	20.31	20.6

<u>CLASSIFICATIONS</u>	TANK FARM OPERATOR VISTA OPERATOR - TANK FARM RELIEF								
EFF NOV 1 2003	13.85	14.30	14.75	15.20	15.65	16.10	16.45	16.80	17.1

EFF NOV 1 2004	14.15	14.61	15.07	15.53	15.99	16.45	16.81	17.17	17.5
EFF NOV 1 2005	14.45	14.92	15.39	15.86	16.33	16.80	17.16	17.53	17.9
EFF NOV 1 2006	14.76	15.23	15.71	16.19	16.67	17.15	17.53	17.90	18.2
EFF NOV 1 2007	15.05	15.54	16.03	16.52	17.01	17.50	17.88	18.26	18.6

NOTE : RATES FOR TANK FARM OPERATOR AND VISTA OPERATOR INCLUDE \$2.00 / HR PREMIUM CURREN

SCALE PROGRESSION

For the purpose of scale progression all employees hired prior to November 1, 2003 will receive a minimum increase of 45 cents per hour for progressions from start to 30 months of service and a minimum increase of 35 cents per hour for progressions from 36 months to 60 months.

SCHEDULE "B" – WAGE SCALE – PREMIUMS

Shift Premium : The Company will pay a shift premium of twenty-five cents (0.25) per hour for shifts commencing on or after 1600 hours and forty-five cents (0.45) per hour for shifts commencing on or after 2200 hours up to and including 0400 hours.

Lead Hand Premium : \$ 2.00 / hour

Class 1 (Tanker) Premium : Employees with a Class 1 drivers license will be paid a premium of \$3.00 per hour while operating fuel trucks in that Class.

Longevity Premium: Employees hired prior to November 1, 2003 will be entitled to the following additional longevity premium payments;

Effective November 1, 2004 a premium of 25 cents per hour

Effective November 1, 2006 a further premium of 10 cents per hour (total 35 cents)

Effective November 1, 2007 a further premium of 10 cents per hour (total 45 cents)

Effective November 1, 2008 a further premium of 50 cents per hour (total 95 cents)

EXISTING LETTER OF UNDERSTANDING #1

DELETED

EXISTING LETTER OF UNDERSTANDING #2

DELETED

EXISTING LETTER OF UNDERSTANDING #4

FUELERS

DELETED – ALL ITEMS INCORPORATED IN MAIN AGREEMENT

EXISTING LETTER OF UNDERSTANDING #5

VISTA OPERATOR

DELETED – ALL ITEMS INCORPORATED IN MAIN AGREEMENT

LETTER OF UNDERSTANDING #1

All new hire and existing employees must be in possession of a Class 1 driver's license as a condition for bidding any "tanker driver" positions within the Fueller classification.

All such applicants will additionally be required to successfully complete a driver proficiency test as prescribed by the Company as a condition for awarding of a "tanker driver" position and acceptance into the tanker transition training program.

The above noted conditions shall be deemed as pre-requisites for the award of "tanker driver" positions and it is understood that the conditions of Article 15.00 of the collective Agreement shall only apply after those pre-requisites have been met.

Applications for subsequent "tanker driver" positions from any employee or applicant that has failed to successfully complete the above noted proficiency test will not be accepted for a period of ninety days following the date of their last proficiency test unless otherwise agreed to by the Company and the Union.

These conditions of the Letter shall apply for all positions not awarded as of January 1st, 1999.