

COLLECTIVE AGREEMENT

BETWEEN:

PIEDMONT HAWTHORNE AVIATION

(hereinafter called "the Company")

AND:

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
AUTOMOTIVE LOCAL LODGE 16**

(hereinafter called "the Union")

**TERM OF AGREEMENT
APRIL 15, 2001 – APRIL 14, 2004**

This agreement is made and entered into by and between *Piedmont Hawthorne Aviation*, hereinafter referred to as "The Company" and the International Association of Machinists and Aerospace Workers, Local Lodge 6, hereinafter referred to as "The Union".

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DEFINITIONS:

1. **Agreement** - means the agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed by the Union and a designated officer of the Company.
2. **Employee** - any person working in a position covered by this Collective Agreement and within the jurisdiction of the Canada Labour Board Certification.
3. **Calendar Week** - from 00:01 Monday until 23:59 Sunday local time.
4. **Calendar Year** - from 00:01 January 1st until 23:59 December 31st.
5. **Day** - from 00:01 until 23:59 hour's local time.
6. **Union** - means the International Association of Machinists and Aerospace Workers, Lodge #1857.
7. **The Company** - means *Piedmont Hawthorne Aviation* Vancouver, or Richmond, British Columbia
8. **Company Seniority** - the employee's date of hire
9. **Union Seniority** - the employee's date of hire
10. **Qualifications** - those facts that show whether an employee is capable of meeting the Company's requirements for a position following an appropriate period of training. The Company shall set requirements for a position in a manner reasonable and fair to all employees.
11. **Regular Full Time Employee** - an individual who has successfully completed his/her probation period and who is employed on a continuous full time basis on a regular work.
12. **Regular Part Time Employee** - an individual who has successfully completed his/her probation period and who is employed on a continuous basis whose normal work schedule does not, on a regular basis, exceed an average of forty (40) hours per week.

ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to define relations between the ~~Company~~ and the Union, the wages and working conditions of employees of the Company represented by the Union and the means by which complaints, grievances, and disputes shall be disposed of promptly and equitably with a minimum of time lost. The parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service.

ARTICLE 2 - RECOGNITION

- 2.01** The Company recognizes the Union as the sole collective bargaining agent for employees covered by this agreement in accordance with the jurisdiction of the Canada Labour Board Certification. Properly accredited officers of the Union shall be recognized by the Company.

- 2.02** There shall be no discrimination against any employee because of the employee's membership in the Union. This Agreement covers all employees of Piedmont Hawthorne Aviation in British Columbia save and except persons above the rank of supervisor.

2.03 Human Rights

The Parties agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, or membership or activity in the union. The Company and the Union also recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place. Should any dispute arise regarding any of the foregoing, the employee **shall** be entitled to recourse ~~through~~ the grievance procedure ~~in~~ the Agreement.

- (a) The initial stage of the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

- 2.04** All work covered within the scope of this agreement shall be performed by those persons coming within the Bargaining Unit who are members of the Union.

As the nature of the Company's operation is subject to unexpected peak periods, it is understood and agreed that Management shall assist in the performance of Bargaining Unit work during these periods when the volume of work requires.

- 2.05** The Company agrees that all written correspondence between the Company and the Union, related matters covered by this Agreement, shall be sent to the Business Representative of the Union or his/her designate.

The Company agrees that a copy of any written correspondence between the Company and any employee **in** the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, as it applies to that employee, shall be forwarded to the Business Representative of the Union or his/her designate and the shop steward with the consent of the employee.

- 2.06** The Union agrees that all written correspondence between the Union and the Company, related to matters covered by this Agreement, shall be sent to the Company Representative or his/her designate.

2.07 Access to Company Premises

An authorized agent of the Union shall have access to the employer's establishment during working hours for the purpose of conducting Union business. A Union representative will contact the Company's management representative to set up a mutually agreed upon arrival time of the Union agent at the Company's establishment. The Union agent shall in no way interrupt the Company's work schedule.

- 2.08** Employees shall make every effort to report to work and perform their assigned duties. If an employee encounters a picket line **s/he** will immediately contact his or her supervisor and/or management. It will not be a violation of the Collective Agreement to **refuse** to cross a legal picket line.

Whereas this Agreement provides for the just settlement of disputes arising from complaints or grievances involving the interpretation, application, or violation of this Agreement which may arise between the parties hereto and binds them to accept and abide by the decision of a Board of Arbitration should they fail to settle any dispute by negotiations.

2.09 Recognition and Rights of Stewards

- (a) The Company will be advised in writing of the appointed Shop Stewards and subsequent changes.
- (b) A reasonable allowance of time during working hours will be provided for the steward to submit and discuss grievances.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline, efficiency, and to set down all Company policies and procedures.
- (b) Hire, discharge, classify, transfer, promote, demote, lay-off, and discipline employees provided that a complaint that an employee with seniority has been dealt with without reasonable cause may be subject of a grievance which shall be settled as hereinafter provided.

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

- (a) Where technological change may require additional knowledge and skill on the part of permanent employees, such employees shall be given the appropriate training where practical, to qualify employees to retain their employment. A reasonable time will be afforded to employees in which to qualify. Any instruction or training shall be done at the employee's regular rate.
- (b) If an employee attends a local training course and the combined work hours exceed 40 per week, the employee will be given time off at a mutually agreeable time for any hours in excess of 40.

ARTICLE 4 - UNION DUES AND UNION MEMBERSHIP

- 4.01** 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.
- 4.02** 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.
- 4.03**
 - (a) The Company agrees that all employees covered by this Agreement shall have monthly dues deducted from their wages as a condition of employment.
 - (b) The dues collectible under the constitution and by-laws of the Union, shall be deducted each pay period from the wages **due** each employee.
 - (c) The Company agrees to deduct authorized initiation fees from new members of the Union.
 - (d) The Company agrees to remit monthly to the Union the dues and initiation fees that are deducted.
- 4.04** 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.
- 4.05** Except in the case of a clerical error, if the wages of **an** employee payable on payroll for a pay period 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 pay period. 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 pay period.

ARTICLE 5 - PROBATION

- 5.01** All new employees shall be required to serve a probationary period of:
- (a) Full-time – six (6) months
 - (b) Part-time – the greater of six (6) months or 90 shifts worked.
- 5.02** During the probationary period, the Company reserves the right to make any decision regarding the suitability of the employee when determining the retention or termination of the probationary employee. The **Union** will be advised of the reason for a probationary termination. Employee has access to grievance procedure.

ARTICLE 6 - HOURS OF WORK

- 6.01** The Company shall determine the work force requirements and shift schedules necessary to fulfil Company operational requirements. Prior to implementing major schedule changes the Company agrees to discuss such changes with affected employees.
- 6.02** Full time employees will work ~~an~~ average of 40 hours per week. Additional ~~shift~~ schedules may be implemented by the Company, if deemed necessary.

Shift schedule examples:	Hours
5 days on 2 days off	8
4 days on 3 days off	10
4 days on 4 days off	11.4

- 6.03** Employees shall be rotated periodically between all shifts according to operational requirements and schedules produced by the Company.
- 6.04** The Company will make every attempt to draw up and post the employee schedule fifteen (15) days prior to the first day of the next month.
- 6.05 Shift Trades**

With a minimum two (2) days written notice shift trades may be allowed between qualified employees, subject to Company approval, with due regard to proper rest requirements and subject to all terms of the collective agreement. Once a shift trade has been signed by both employees and an authorized individual of the Company it becomes an official amendment to the posted schedule.

The employee who works the shift will get paid for the shift at the employees rate of pay.

If this shift change puts the employee in an overtime position, overtime will not be paid.

However, if the employee is required to work in excess of the regular scheduled shift the employee will be entitled to overtime pay.

6.06 Minimum Hours

Employees shall be paid a minimum of four **(4)**hours for each shift worked.

In the event that an employee is informed, two **(2)** hours prior to the commencement of his shift, that he will not be required to work he will not receive compensation for the scheduled shift.

In the event that an employee is not contacted prior to the commencement of his shift and reports to work then he shall receive compensation for the minimum four **(4)**hour shift.

6.07 Part-Time Shifts

A part-time shift can be established where there is not sufficient work to establish full-time shifts. These employees could receive the maximum amount of scheduled hours up to forty (40) hours per week based on seniority, training, and availability.

6.08 Minimum Rest Periods

- (a) It is intended that every employee shall have a rest period between shifts. shifts that are greater than eight (8) but less ~~than~~ ten (10) hours ~~in~~ duration shall have a eight (8) hour rest period. Shifts that are ten (10) hours or greater in duration shall have a nine (9) hour rest period. In the event an employee is recalled to work before the rest period has elapsed, the employee shall be considered as still working on the previous shift and shall be paid the appropriate overtime rates for work performed after recall until the overlapping rest period interval has elapsed, and thereafter paid at the regular rate of pay.
- (b) Where the employees next shift compromises the Minimum Rest Period the Company may delay the start time of the next shift to comply with the ~~minimum~~ Rest Period rule. Such amendments will not entitle the employee to either regular or overtime pay for the modification in the schedule start time versus the actual start time.

6.09 No employee will be required to work more than fifteen (15) hours ~~in~~ a shift.

6.10 No employee will work more than six **(6)** days in a seven (7) day period.

ARTICLE 7 - OVERTIME

7.01 Authorized time worked in excess of an employee's regular eight (8), ten (10), or twelve **(12)** hour days as per employee's current scheduled shift, shall be paid at the rate of time and one-half until there is a break of not less than eight (8) consecutive hours.

7.02 Call-in Pay - Non-scheduled Overtime

An employee who has punched out and returned to his home and who then answers an emergency call and agrees to return to work the same day shall be paid a minimum of four **(4) hours** at time and one-half.

ARTICLE 8 – HOLIDAY PAY

8.01 Paid Holidays

General Holidays are recognized as eight (8), ten (10), or twelve (12) hour days as per employees current scheduled shift.

The following days are recognized as paid General Holidays:

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

And any additional Statutory Holidays proclaimed by the Federal Government.

Should any of the above noted Statutory Holidays fall on a Saturday or Sunday, it will be celebrated on the Friday preceding or the Monday following the said Holiday or at some other mutually agreeable time.

After completion of probation the Company will provide one (1) floater per year for full time employees to be taken within the calendar year. The employee will provide the Company with 30 days written notice to which day they wish to take off. The employee will make every effort to inform the Company as to which day they will take off prior to November 15th of each year or the Company will assign.

8.02 Holiday Pay Eligibility

All employees must have thirty (30) calendar days of seniority prior to the Statutory Holiday to qualify for a Statutory Holiday.

Employee must work the scheduled shift immediately preceding and the scheduled shift immediately following the Statutory Holiday to qualify for the Statutory Holiday, unless prior permission has been granted by the Company.

8.03 Statutory Holiday Pay

When a Statutory holiday falls on an employee's scheduled day off s/he shall receive eight (8), ten (10), twelve (12) hours of regular pay at regular rate. Part time employee, s/he shall be paid 1/20th of the regular wages s/he has earned during the thirty calendar days immediately preceding that general holiday to a maximum of eight (8), ten (10), twelve (12) hours pending shift.

An employee who works a statutory holiday will be paid regular rate for their regular shift: As well as "Statutory Pay" which is the number of hours the employee worked and "Premium Pay" which is one half of the regular hours at the regular rate.

E.G.1) Employee is schedule to work 12 hours on the SH. Pay is as follows:

Regular Pay	12 hrs
Statutory Pay	12 hrs
Premium Pay	6 hrs

This employee would be paid a total of 26 hours at regular rate of pay.

E.G.2) Employee is scheduled to work 6 hours on the SH. Pay is as follows:

Regular Pay	6 hrs
Statutory Pay	6 hrs
Premium Pay	3 hrs

This employee would be paid a total of 15 hours at regular rate of pay.

ARTICLE 9 - VACATION

- 9.01** Mutual consideration shall be given to determine how many employees can be on vacation at one time.
- 9.02** Vacation is based on a calendar year. Vacation pay is based upon gross earnings.
- 9.03** For vacation purposes weeks shall mean five **(5)** consecutive working days, and shall not be affected in any way by reference to working shifts.
- 9.04 Length of Vacation**

During this contract period, any employee who has been in the employ of the Company, in any capacity, for one year or more, shall be given the greater of either two weeks' vacation with pay at this current rate of pay, or 4% of the pay for all work done by the employee in the vacation entitlement (accrual) year, including statutory holidays.

The following provisions apply only to those employees employed as of date of ratification of the current Agreement:

- (a) Any employee who has been in the employ of the Company, and completed five **(5)** consecutive years, will be given the greater of either three (3) weeks vacation at his current rate of pay, or 6% of the pay for all work done by the employee in the vacation entitlement (accrual) year, including statutory holidays.
- (b) Any employee who has been in the employ of the Company, and completed ten (10) consecutive years, will be given the greater of either four **(4)** weeks vacation at his current rate of pay, or 8% of the pay for all work done by the employee in the vacation entitlement (accrual) year, including statutory holidays.

- (c) Any employee who has been in the employ of the Company, and completed nineteen (19) consecutive years, will be given the greater of either five (5) weeks vacation at his current rate of pay, or 10% of the pay for all work done by the employee in the vacation entitlement (accrual) year, including statutory holidays.
- (d) Any employee who has been in the employ of the Company, and completed twenty four (24) consecutive years, will be given the greater of either 6 weeks vacation at his current rate of pay, or 12% of the pay for all work done by the employee in the vacation entitlement (accrual) year, including statutory holidays.

Vacation Entitlement (accrual) Year

To be considered as the twelve month period immediately preceding the vacation year. Vacation entitlements must be taken by December 31 of the following year.

Vacation period shall commence one year plus one day from date of hire.

Vacation Year

To be considered as the period when employees take their vacation as earned in the preceding twelve month period (entitlement accrual year).

The vacation period shall commence on the employees anniversary date known as the employees date of hire plus one day.

9.05 Vacation Scheduling

In January the Company will post a list with the ~~number~~ of vacation days each employee is entitled to. Employees will submit their written vacation request to the Company by the end of March. The Company will post the vacation schedule by April 15th. Any employees who fail to submit their requests by the deadline will have their vacation assigned by the Company.

It is understood that vacation requests will be granted, where possible, on seniority.

9.06 Statutory Holidays Occurring During Vacation

When a Statutory Holiday falls within an Employee's scheduled vacation he can choose one of the following options:

- (a) a **day** off with Statutory Holiday pay in conjunction with his vacation days,

OR

- (b) receiving Statutory Holiday pay in addition to vacation pay.

Employee's choice must be clearly identified when submitting their written vacation request to the Company or "B" will be the default option.

9.07 Regular Part Time Employees

Regular Part Time Employees who have performed only part time work during the "Vacation Entitlement Accrual Year", will be entitled to the applicable percentage of gross wages earned based on their Company seniority, with vacation time reduced in proportion to the total time not worked.

- 9.08** An employee on sick leave, maternity, or parental leave shall accrue seniority and shall be paid vacation in accordance with such accrual, inclusive of any other sickness and accident insurance payments to a maximum of 52 weeks in any vacation year. Employees on leave of absence for any other reasons will not accrue vacation pay credit.
- 9.09** Pay in lieu of vacation will not be granted and all vacation entitlement shall be taken within the vacation year of forfeited.
- 9.10** The final pay for any employee who voluntarily leaves this Company or who is dismissed, will include pay for all accrued annual vacation credit due at the date of termination.

ARTICLE 10 - SPECIAL AND OTHER LEAVE

10.01 Jury Duty/Witness Duty

Employees will be granted time off due to **jury** duty, coroner's inquest, court witness - civil or criminal - and will be carried on the payroll with pay. The provisions of this Clause shall not apply to any employee who, of their own volition, directly or indirectly has an interest in the Court proceedings.

The Company will compensate an employee for the actual loss of salary when he appears as a witness before any court, Board, Commission or Administrative Tribunal to testify on matters related to his work or employment with the Company.

Note: Witness: Means a person called by subpoena as a witness to testify under oath or affirmation before one of the above-mentioned courts. However, this term shall not include a person directly or indirectly involved as a party to a proceeding.

On receipt of payment from the court for such duties, the employee must provide the Company with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by the Court specifically for meals, travel, and other such expenses.)

The employee's subsequent paycheck will be reduced by an amount equal to that received from the Court (excluding monies allowed by the Court specifically for meals, travel, and other such expenses.)

10.02 Leave of Absence

Full-time and part-time employees may request an unpaid leave of absence for a minimum of **thirty (30)** days and a maximum of twelve (12) consecutive months. For leaves of less than thirty (30) days will be reviewed for special circumstances.

The Company and the Union shall determine if a leave of absence will be granted. Grievance and/or arbitration procedures shall not pertain to the Company's rejection of a leave of absence. The Company will grant leave of absences only when operating conditions at the Company permit.

The following conditions will apply to all leave of absences:

Employees must apply in writing for ~~an~~ unpaid leave of absence thirty (30) days ~~in~~ advance of the leave, setting forth the reason for the leave, the date on which the employee wishes the leave to begin and the date on which the employee will return to active employment with the Company.

Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from the Company shall forfeit his seniority and will be considered to have voluntarily resigned from employment with the Company on the day which the leave began.

While on a leave of absence the employee is responsible for paying the total premiums for insurance coverage. Premiums must be paid to the Company ~~thirty~~ **(30)** days in advance. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow coverage to be retained.

While on leave of absence Union seniority will be retained but will not accrue.

While on leave of absence wage increments will be retained but ~~will~~ not accrue.

If the employee does not return from the leave of absence on the day indicated in the original application will be considered to have voluntarily resigned from employment with the Company as of the day on which the leave began.

Any employees may request a maximum of thirty **(30)** days ~~unpaid~~ leave ~~of~~ absence due to a ~~death~~ in the immediate family, Leave of absence for the purpose will not be withheld by the Company.

10.03 Bereavement Leave

If the employee is notified of the death of an immediate family member, while on duty, the employee will be granted leave and be paid for the remainder of their scheduled shift.

In the event of the death of a member of the immediate family, ~~as~~ defined in the Canadian Labour Code, ~~an~~ employee will be granted bereavement leave on any of his normal working days that occur during the three **(3)** days immediately following the day of the death. 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 of the death in the immediate family an employee will be eligible to immediately access vacation days and pay up to one (1) week in duration in conjunction with their immediate three (3) day bereavement leave – or – in conjunction with their three (3) day bereavement leave take ~~an~~ unpaid Leave of Absence or a period not exceeding thirty (30) days.

The Company agrees to waive all notice clauses regarding the taking of vacation and/or leave of absence without penalty to the employee.

Any vacation taken shall reduce previously scheduled vacation unless the employee wishes to convert the vacation time to an equivalent period of leave of absence without pay.

Immediate family includes: spouse (including common-law), parents, spouse of father or mother (including common-law), children, sister, brother, father-in-law (including common-law), mother-in-law (including common-law), and any relative permanently residing in the employee's household or with whom the employee resides.

If employee has completed three consecutive months of continuous employment the employee will be paid at his regular rate of wages for his normal hours of work.

10.04 The Company shall notify the Union of leave of absence of seven days or more granted; for a period not to exceed thirty days there shall be no loss of seniority incurred. If the leave of absence is in excess of thirty days the employee concerned may not retain and accrue his seniority unless written approval of the Union is submitted along with the application for leave of absence.

10.05 On request from the Local Lodge the Company may grant leave of absence without pay to the shop steward of the Local Lodge for the transactions of Union business and attending Trade Union conventions. The number granted leave of absence, also the number of days granted, is to be mutually agreed upon. Such agreement shall not be unreasonably withheld.

10.06 On request from the Local Lodge the Company shall grant leave of absence without pay to an employee for his/her term of office for full-time employment by the Local Lodge or the International Association of Machinists, provided that the number of employees who at any time shall be granted such leave shall be mutually agreed. Seniority shall continue to accrue during such leave of absence and such employee will be rehired provided s/he is qualifiable, and work for which he is qualified is available. If work is not available, he may displace an employee with less seniority.

10.07 (a) Any employee unable to work because of illness or **injury** on furnish proof thereof, satisfactory to the Company, shall be granted sick leave without pay for a maximum of 2 years without loss of seniority.

(b) The Company will require evidence of the employee's fitness to resume his previous occupation.

10.08 Maternity Leave

An employee who has completed six (6) consecutive months of continuous employment with the Company and provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant shall be granted an unpaid leave of absence from employment as stated in the May 1994 printing of the Canada Labour Code Part III R.S., 1985, c. L-2 May 1994.

10.09 Parental Leave

Employees shall be granted an unpaid leave of absence from employment as stated in the May 1994 printing of the Canada Labour Code ~~Part~~ III R.S., 1985, c.L-2 May 1994 if the following criteria is met:

- (a) employee has completed six (6) consecutive months of continuous employment ~~with~~ the Company.
- (b) employee gives the Company at least four weeks written notice.
- (c) the employee has or will have the actual care and custody of a newborn child, or where an employee commences legal proceedings for the adoption of a child.

10.10 Employees on Maternity Leave and/or Parental Leave who have already qualified for company medical benefits plan will have their benefits maintained until the end of the month in which the employee's leave begins. Thereafter, the employee may elect to maintain their medical benefits coverage provided they pay to the Company monthly in advance the total of the premiums for that coverage.

ARTICLE 11 - SENIORITY

11.01 Seniority

Bargaining unit seniority shall commence on the first day of work. If two (2) or more employees have the same start date their seniority shall be determined by a lottery system agreed to by the parties.

11.02 An employee transferred to a position with the employer outside the bargaining unit will retain and continue to accrue bargaining unit seniority for a period of six (6) months from the date of the transfer. From six (6) months to one (1) year the employee will retain but will no longer accrue bargaining unit seniority. For a period of one (1) year the Company may at its discretion, elect to return the employee to his former position. For a period on one (1) year the employee may during this period elect to return to his former position.

11.03 The Company shall consider the suitability, performance, and qualifications of the applicants for the job and, where in the Company's estimation the skill and ability of the qualified applicants are relatively equal within the *bargaining unit*, seniority shall govern the selection.

11.04 Upon request, the Company shall furnish the Union, and post twice a year, a seniority list containing the name, date of hire, bargaining unit seniority date ~~and~~ classification of each employee.

11.05 They will be considered on leave-of-absence until such time as they are medically fit to return to work. During such leave-of-absence the employee retains and continues to accrue seniority for a period of six (6) months from the date of the illness/injury. From six (6) months to one (1) year the employee will retain but will no longer accrue seniority.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 Lay-off and Recall

Layoff and recall shall be based on bargaining unit seniority, subject to job classification, that is, the last hired shall be the first laid off and the last laid off shall be the first recall.

Seniority shall be lost if an employee:

- (a) voluntarily leaves the employ of the employer;
- (b) is discharged for just cause, and not reinstated under the terms of the grievance procedures.
- (c) Is on continuous layoff for one (1) year.
- (d) ~~an~~ employee on layoff of unknown duration may elect to be paid out any monies due under severance terms. ~~This~~ option however shall result in the employees' name being deleted from the seniority list and waiving their right to recall.
- (e) if within five **(5)** 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~~ fourteen (14) 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;

The Company shall make every reasonable effort to contact the most **senior employee** on layoff:

1. By phone to the employee's last known phone number.
Then, failing contact:
2. by Registered Mail to the employee's last known address.

If the work available requires recalling an employee for less than forty (40) hours, the affected employee shall be given the option of accepting less than forty (40) hours work or taking a bypass for that particular call. In the case of an out-of-seniority recall, the shop Steward shall be advised.

If, then an employee is hired out of seniority, that employee shall remain employed until the specific job he was hired to do is complete or forty (40) hours of work is complete, whichever comes first.

12.02 Discussion with Union Prior to Layoff Out of Seniority

When it becomes necessary to layoff ~~an~~ employee out of seniority order, the Company shall discuss the layoff with the Business Representative or the shop steward, prior to notifying the employee. All layoffs out of seniority are subject to formal grievance procedure.

12.03 Notice of Layoff or Pay in Lieu

The Company shall not lay off an employee without giving the employee, in writing at least

- 1) Two (2) weeks notice where the employee has completed a period of twelve (12) consecutive months.
- 2) After completion of employment of two (2) consecutive years three (3) weeks notice.

12.04 New employees will not be hired in a classification while employees in the same classification are on layoff.

12.05 An employee laid-off due to staff reduction shall file address and telephone number with the Company and the Union. The employee will be responsible for keeping this up-to-date in case of change.

ARTICLE 13 - DISMISSAL, SUSPENSION AND DISCIPLINE

13.01 The ~~Company~~ has the right to hire and to discipline, demote or discharge an employee for just cause.

13.02 Notice of dismissal or suspension shall be in writing and shall set forth the reasons. All dismissal and suspensions will be subject to formal grievance procedure. Written notice of dismissal or suspension shall be forwarded to the shop steward, with a copy being forwarded to the Business Representative.

13.03 Where disciplinary or discharge action is considered, the employee involved may, where necessary be held out of service without pay pending investigation for a maximum of four (4) working days or longer pending involvement of sanctioned authorities to provide the Company and authorities with sufficient time to investigate and consider all factors.

13.04 Where any disciplinary action includes suspension with pay, or without pay, any suspension time may include the time held out of service. If an employee has been held out of service without pay for a longer period then the penalty or discipline assessed, an adjustment shall be made to provide for such loss of pay.

13.05 Personnel File

In order to facilitate the investigation of a grievance, an employee or the Business Representative of the Union shall be entitled to review the employee personnel file in the presence of a Company representative. In addition to the above, an employee shall be entitled to review his/her file, in the presence of a Company representative.

13.06 Right to Have Steward Present

An employee shall be told of their right to have the steward present at any discussion with supervisory personnel where disciplinary action is to be discussed or conveyed.

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact the steward.

The employee may request a shop steward or union representative to be present for discussions with any representative from the Company providing it does not delay the process.

A steward shall have the right to have the Business Representative of the Union present at any discussion with supervisor which may be disciplinary in action, providing this does not result in undue delay of the appropriate nature being taken.

ARTICLE 14 - SEVERANCE PAY

14.01 When the Company terminates the employment of an employee who has completed twelve (12) consecutive months of continuous employment, except where the termination is by way of dismissal for just cause, the Company will pay to the employee the greater of:

- a) two days wages at the employee's regular rate of pay for his regular scheduled hours of work in respect of each completed year of employment that is within the terms of the employee's continuous employment with the Company.
- b) five **(5)** days wages at the employee's regular rate for his regular rate hours of work to a maximum of forty (40) hours.

Where an employee resigns from the Company the employee is required to provide the Company with a minimum of two **(2)** weeks written notice. If an employee does not provide Company with two **(2)** weeks written notice, the employee will forfeit all severance benefits.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

15.01 A Grievance is defined as a difference between the Company, and an employee concerning the meaning or application of a specific provision of this Agreement and shall be settled as set forth in this article.

Whereas this Agreement provides for the just settlement of disputes arising from complaints or grievances involving the interpretation, application, or violation of this Agreement which may arise between the parties hereto and binds them to accept and abide by the decision of Board of Arbitration should they fail to settle any dispute by negotiations.

15.02 Step I Any grievance of an employee shall first be taken up between the employee **and** his supervisor as soon as possible and within ten (10) working days of reasonable awareness of the occurrence. A Shop Steward may be present upon request of the employee.

15.03 Step II Failing settlement under Step I, the grievance shall be put in writing within seven **(7)** working days of the Company's response to Step I and a hearing shall be held between the Company and the Union within five **(5)** working days of receipt of such grievance.

- 15.04 Step III** Failing settlement under Step II, notice of intention to proceed to arbitration shall be made in writing within fifteen (15) working days of the Company's response. An Arbitrator shall be selected jointly by the Parties. If the parties are unable to agree on an Arbitrator, either party may request the Federal Minister of Labour to appoint an Arbitrator.

It is agreed that the time limits in each step mentioned above may be extended, if mutually agreed to by both parties. For the purpose of this article Saturday and Sunday are not considered working days.

The Arbitrator's decision shall be final and binding upon all Parties.

The cost of the Arbitrator shall be borne equally by the Union and the Company.

- 15.05** Any 'grievance' not submitted within the prescribed time limits shall be considered abandoned and without recourse.

15.06 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, it shall be processed as a grievance commencing at Step I (i.e.: by discussion between the Business Representative and the department manager concerned.)

ARTICLE 16 - EMPLOYEE GENERAL DUTIES

- 16.01** The Company shall make known to the employee through the Company Employee Handbook and Company training manuals, as may be amended from time to time, their general duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 17 - JOINT ADVISORY COMMITTEE

- 17.01** On the request of either Party, the Parties shall meet at least once every two (2) months during the term of this agreement, for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement.

ARTICLE 18 - HEALTH AND SAFETY

- 18.01** The Company and the Union realize the benefits to be derived from adherence to the British Columbia Workers' Compensation Board Industrial Health and Safety Regulations ("I.H.S.R.") policies, practices and procedures, all of which promote and maintain a safe and healthy workplace. The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at **work**.

The Union will co-operate to promote the adherence to the Workers' Compensation Boards' Regulations, policies, practices and procedures.

18.02 Reporting of Unsafe Conditions

Employees shall immediately report to their supervisor any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The supervisor shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:

- the use or operation of a machine or thing presents a danger to themselves or a co-worker, or
- a condition exists at work that presents a danger to them.

In order for ~~an~~ employee to ~~refuse~~ dangerous work without risking their job or wages the employee must follow the proper procedure as outlined in the Canada Labour Code ~~Part~~ II R.S., 1985, c.L-2.

18.03 Safety Equipment

The Company initially shall supply, at no cost to the employee, safety equipment deemed necessary by the Workers' Compensation Board or by the Company, with the exception of foot wear which shall be purchased as necessary by the employee. Employees are expected to take reasonable care of such articles and return them upon termination. Any lost or damaged items do to employee's negligence will be replaced at the employees' expense.

The Company will provide proper gloves (seasonal and job related), ear protection, and protective eye wear.

Note: Upon presentation of original sales receipt and providing footwear is company approved, after completion of twelve (12) consecutive months of continuous employment an employee is entitled to recover 100% of the cost of footwear up to a maximum of \$100.00 per year. Only Company approved safety equipment is acceptable. Employees must wear and use safety equipment at all times.

- 18.04 In compliance with the Workers' Compensation Board, it is mutually agreed that a safety committee consisting of two (2) employees who are members of the bargaining unit, but are not shop stewards, will be selected by the *Company* and shall meet with a management representative not less frequently than once a month. Minutes of such meetings will be posted on the notice board, and a copy sent to the Union. When plant inspection is made, by the Workers' Compensation Board, a Union representative of the safety committee shall be included in the tour, and a copy of the inspector's report shall be made available to the safety committee and a copy ***posted on the notice board***. A reasonable allowance of time during working hours, with full pay, will be provided for these meetings.

ARTICLE 19 - MEDICAL BENEFITS PLAN

- 19.01 The Company will pay 100% of the premiums for the full time employees only, for BC Health Care, Medical, Dental, and Extended Health Care Benefit Plan. Dental benefits to include orthodontal for full time employees. Medical swipe cards for extended health care coverage will be provided by medical insurance company to full time employees.

Medical, Dental and Extended Health - As per Company benefit books.

19.02 Benefit Coverage While Off Work

If an employee who is already covered by the medical benefits plan is off work due to injury or illness, the Company will continue to pay the premiums for the employee's B.C. Health Care, EHB., Insurance and Dental Plan for a period not exceeding six months. Thereafter, the employee may elect to maintain their medical benefits coverage which was provided by the Company for a maximum of six (6) months, provided they pay to the Company monthly in advance the total cost of the premiums for that coverage. The employee is responsible to pay to the Company monthly in advance the total premiums for the Long Term Disability coverage.

Employees who are already on the medical benefits plan who are laid off will have their benefits maintained for one (1) month following the month of lay-off. Thereafter, the employee may elect to maintain their medical benefits coverage which was provided by the Company for a maximum of six (6) months, provided they pay to the Company monthly in advance the total cost of the premiums for that coverage.

19.03 Participation Mandatory: All full time employees in the bargaining unit will participate in the Company benefit plan as a condition of employment with the exception of the Company BC Health Care group, which is optional. New **full time** employees shall become eligible for coverage on the Plan after ninety (90) days of employment.

19.04 After completion of twelve (12) months continuous employment, part time employees will have the option of joining the Company BC Health Care group. Eighty percent (80%) of the monthly premiums will be paid by the Company. The other twenty percent (20%) will be paid by the employee through payroll deduction. Employees who do not have sufficient wages payable to them on the designated payroll will have the balance carried forward and deducted from subsequent wages. Employees who have joined the group may opt out of this benefit at any time by giving the Company written notice of their wish to do so. Once an employee has opted out they can not rejoin.

For the part time employees who are already on the Company's BC Health Care group who are laid off, or off due to injury or illness the Company will continue to pay its eighty percent till the end of the month in which layoff or time off began. Thereafter, the employee may elect to maintain their coverage for a maximum of six (6) months, provided they pay to the Company in advance the total cost of the premium for the coverage.

19.05 Sick Days

All full time employees, after completion of twelve (12) months continuous employment will be entitled to paid sick leave as follows:

The Company will credit the employee with eight (8) paid sick days per calendar year.

- Once the employee has used all his/her sick days in a calendar year the Company will no longer pay for employees on sick leave.
- The employee will follow Company sick day reporting procedures and conditions.
- Part time employees, after completion of twelve (12) months continuous employment, will be entitled to four (4) sick days on a pro-rated scale per year.
- If absent for three (3) or more consecutive days a Doctor's certificate may have to be provide to the Company.

All unused sick days are credited to the employee as follows:

Paid out at the end of the year at the employee's regular rate of pay.

ARTICLE 20 - PAY DAYS AND PAY CHEQUES

20.01 Payroll is twice per month based on a pay period of the 15th and 30th of every month.

At the employees written request the Company shall pay the employee by direct deposit to their financial institution on appropriate paydays. The Company will provide the employee with a Written statement stating:

- the hours worked
- the wage rate
- the hours worked for which payment of wages is made at the overtime rate.
- the amount of each deduction from the earnings and the purpose of each deduction
- the net amount received by the employee
- the vacation pay

20.02 Pay on Termination

Prior to the cut off date of the employees final pay period employees must return to the Company all Company issued material and equipment or the cost of equipment, materials will be deducted from the final pay cheque.

Upon termination of an employee's employment the employee will receive his/her final pay cheque in the following pay period. On the final pay cheque the Company shall pay to the employee all wages owing him subject to normal deductions.

ARTICLE 21 - GENERAL

21.01 Legislation

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of an existing or subsequently – enacted Provincial and/or Federal legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and such remaining portions shall continue **in** full force and effect.

21.02 Job Posting

In the event that a new position or classification is created or a vacancy occurs, the Company shall post a notice on the employee bulletin board notifying that a vacancy exists for at least seven (7) days.

When selecting applicants the Company shall compare employees on the same basis for the same jobs and will provide the shop steward with a comparison, if requested, in a dispute.

21.03 Sub-contracting

The Company will not contract out bargaining unit work except in an emergency and by mutual agreement between the Union and the Company.

21.04 Employee Appraisal

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provisions shall be made on the employee appraisal form for an employee to sign indicating that the employee has read it. The employee shall sign in the place provided. **An** employee shall receive a copy of the employee appraisal. **An** employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedures of this agreement.

21.05 Uniform

Refer to company employee handbook.

costs

The Company shall contribute to the cost **of** the following accessories once per year upon being provided presentation of original sales receipt and providing footwear is Company approved and after completion of twelve (12) consecutive months of continuous employment.

1. For a customer service representative (CSR) – black dress shoes \$60.00

All employees with the exception of customer service representatives (CSR) are required to wear safety boots / shoes while at work.

Company uniforms are to be worn at all times while employees are on duty.

21.06 Cleaning Allowance

By cleaning of uniforms issued by the Company will be paid by the Company on approved receipts, by the approved vendor, at a maximum of \$50 cleaning allowance per month.

21.07 Physical Examinations

The Company may, at its own expense, require **an** employee to complete a medical examination with a Company approved Medical Examiner, if the Company has reason to question the employee's health or physical condition, in which case the employee shall be furnished with a detailed copy of the medical examiner's report.

All employees who are unavailable for work due to illness or injury for a period greater than three (3) full days may at the Company's discretion and expense be required to submit a medical examination prior to return to work.

ARTICLE 22 - PAYMENT OF WAGES

22.01 The rates of remuneration as listed in this Agreement are considered as minimum rates and shall not preclude payment of premium rates at the discretion of the Company.

22.02 Pay Rate while Working at Higher Classification

An employee appointed by management to perform **work** classified at a higher rate of pay, shall receive their normal rate of pay plus the applicable differential rate for the time worked.

22.03 Payment for Lost Time on Day of Injury

In the event of an employee being injured on the job and requiring medical attention, straight time will be paid for clock time lost on the day injury occurs. If injury occurs on overtime **shift**, overtime rate will be paid for clock time lost.

22.04 **A** statement of total earnings and all deductions for the pay period shall be given with each cheque. Any changes made in correction or pay shall be corrected by following pay period.

ARTICLE 23 - TRAVEL EXPENSES

- 23.01** When employees are required to work away from their assigned workplace the company will cover all reasonable expense, to be verified by receipts.
- 23.02** Employees will not be required to use their personal vehicles for Company business.

ARTICLE 24 - TECHNOLOGICAL CHANGE

- 24.01** Technological change in this article shall be defined as in the Canada Labour Code ~~Part I~~ R.S., 1985, c.L-2 May 1994.
- 24.02** Whenever the Company proposes to effect a technological change, it shall give notice in writing of the change to the Union in accordance with the applicable provisions of The Canada Labour Code.

ARTICLE 25 - TRAINING

- 25.01** Training shall be provided to all employees as required for the classifications listed in this agreement. Such requirements to be established by the company. All such training shall be at Company expense.

ARTICLE 26 - SAVINGS CLAUSE

- 26.01** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of an existing or subsequently-enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and such remaining portions shall continue in full force and effect.

No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.

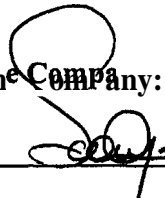
TERM OF AGREEMENT

This agreement shall be for a term from and including 15th of April, 2001 to and including 14th of April, 2004. Either **Party** to this agreement may, within four (4) months immediately preceding April 14, 2004 give to the other Party written notice to commence collective bargaining.

After expiry of this collective agreement, and subject to the limitations necessary resulting from the exercise of the rights of the parties under the Canada Labour Code, including the right to strike or lockout, the terms and conditions of employment as set out in this agreement, will be observed and not varied, except by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

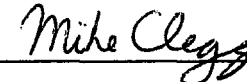
Signed this 4TH day of October, 2001

For the ~~Company~~ any:



04.10.01

For the Union:



APPENDIX "A"

CLASSIFICATIONS AND RATE OF PAY

Rates of Pay

Rates of pay shall be determined by the employee's date of hire unless otherwise specified herein.

Linecrew

The Company shall appoint members from the line crew who in addition to their regular line crew duties will act as Leadhands, Ramp supervisor as the company deems necessary.

Customer Service Representative(CSR)

The Company shall appoint members from the CSR who in addition to their regular CSR duties will act as CSR supervisor personnel, as the company deems necessary.

As per attached schedule.

RATE SCHEDULE

A	\$16.70	\$17.20	\$17.54
B	\$ 9.35	\$ 9.63	\$ 9.82

0-6 months	\$10.76	\$11.09	\$11.31
7-12 months	\$11.50	\$11.84	\$12.08
13-18 months	\$12.29	\$12.65	\$12.91
19-24 months	\$13.18	\$13.57	\$13.84
25-36 months	\$14.07	\$14.49	\$14.78
Thereafter	\$14.96	\$15.41	\$15.72

0-6 months	\$ 9.98	\$10.27	\$10.48
7-12 months	\$10.76	\$11.09	\$11.31
13-18 months	\$11.34	\$11.68	\$11.91
19-24 months	\$12.13	\$12.49	\$12.74
25-36 months	\$12.92	\$13.30	\$13.57
Thereafter	\$13.86	\$14.28	\$14.56

Additional Qualifications:

- Employees appointed as Leadhands shall receive base pay plus \$1.00 per hour.
- Employees appointed as Supervisor/CSR Supervisor shall receive base pay plus \$2.50 per hour.
- Linecrew holding a valid Class One driver's license - 50¢ per hour (as required by the Company).

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E:\CLEGG\Piedmont Hawthorne\DRAFT COLLECTIVE AGREEMENT\2001-2004 Final Agreement with wage scale
Sept.21,01.doc