

COLLECTIVE AGREEMENT

SOURCE	Company		
Between			
EFF.	96	07	07
TRAVELAIRE CANADA LIMITED			
PRODUCTION	98	06	30
RED DEER ALBERTA			
EMPLOYEES	200		
NUMBRE			
D'EMPLOYÉS	CB.		



INDUSTRIAL, WOOD & ALLIED
WORKERS OF CANADA
Local 1-207

C.L.C.

RECEIVED
JULY 1, 1996
to
APR 1, 1998
JUNE 30, 1998



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AGREEMENT

**THIS AGREEMENT shall be effective as and
from the 1st day of July, 1996,**

between

**TRAVELAIRE CANADA LIMITED
Red Deer, Alberta
(hereinafter called "The Company")**

and

**INDUSTRIAL, WOOD & ALLIED
WORKERS OF CANADA
LOCAL 1-207
Edmonton, Alberta
(hereinafter called "The Union")**

PREAMBLE

The purpose of this Agreement is to establish and maintain Collective Bargaining relations between the Parties hereto; to provide machinery for the prompt and equitable disposition of grievances; to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions herein contained and to promote the mutual interest of the Company and the Union in the operation of the Company's plant towards a realization of maximum quantity and quality of output.

ARTICLE I - BARGAINING AGENT

Section 1

The Company recognizes the Union as the sole collective bargaining agency for all employees of the Company at its manufacturing plants at Red Deer, Alberta, excluding Salesmen, Quality Control Inspectors, Foremen, those above the rank of foreman and those employed solely in field construction.

Section 2

The Company and the Union will, by mutual agreement, meet to discuss wages and working conditions and adjusting those matters which are agreed upon and come within the scope of collective bargaining between the Company and the employees.

ARTICLE II - MANAGEMENT RIGHTS

Section 1

The Union acknowledges that the management of the industrial enterprise in which the Company is engaged and the decisions inherent therein are vested exclusively in the Company. The Company also has the right to manage and direct the work force.

Section 2

The Company agrees that it will exercise its rights in accordance with the provisions of this Agreement.

ARTICLE III - COMMITTEES

Section 1

For the purpose of the Agreement when the word "Committee" is used it shall mean Plant Committee, members of which are appointed by the Union

The Committee shall consist of not less than three (3) employees and not more than seven (7) employees who are members of the Union, and wherever possible, they shall be selected on a departmental basis.

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Committee. The Union or Committee will inform the Company in writing when any member change takes place on the Committee, **No** member of the Committee will be recognized by the Company unless the above procedure is carried out.

Accredited officials of I.W.A. CANADA shall have the right to participate in any negotiations and/or grievances.

ARTICLE IV - UNION SECURITY

All employees of the Company shall within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

Any employee who is a member of good standing, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing throughout the term of this Agreement

Any employee who fails to maintain his membership in the Union as prescribed herein, by reason of refusal to pay dues and assessments, shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain membership.

Section 4

- (a) No employee shall be subject to any penalties against his application for membership or reinstatement, except as may be provided for in the I.W.A. CANADA National Constitution, and in accordance with the By-Laws of the Local Union 1-207.

- (b) Any employee who applies to join the Union, pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

Section 5

The Company shall require all new employees, at the time of hiring, to execute the following assignment of wages in duplicate, the forms to be supplied by the Union:

**I.W.A. CANADA
CHECK-OFF**

Date _____
Name of Employer _____
Name of Employee _____
Operation _____
Address _____

Social Insurance No. _____
Are you a member of the I.W.A. _____
In what operation were you last employed? _____
Local Union _____

I hereby authorize **and** instruct you to deduct from my wages and remit to Local 1-207 the following in payment of the amounts set below:

1. Union Initiation Fee in the amount of \$ _____
2. Union Back Dues in the amount of \$ _____
3. Union Dues \$ _____ per month, commencing _____, 19____.
4. Union Assessments in the amount and at the time stated in notice received by you from the Local Union designated above.

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the I.W.A. CANADA, Local 1-207 and agree to abide by the Constitution and By-Laws of the organization. In case of misstatement of qualification for membership I agree to forfeit all rights, privileges and moneys paid.

Signature of Applicant/Employee _____
Clock No. _____

(Duplicate copy to be forwarded to Local Union Office)

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union it shall become effective thirty (30) calendar days from the date of execution. The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named herein not less often than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction

Section 6

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

ARTICLE V - STATUTORY HOLIDAYS

Section 1

Employees shall not be entitled to items in this Article until they have completed thirty-four (34) continuous weeks, except for items covered by the Employment Standards Act.

Section 2

In the event that a Statutory Holiday falls on a Saturday or Sunday, the preceding Friday, or the following Monday, or any other day designated by either the Provincial or Federal Government, shall be observed as the Holiday.

Section 3

- (a) An employee who qualifies for the following Holidays; namely,

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	December 24th
Canada Day	Christmas Day
August Civic Holiday	Boxing Day
Labour Day	Family Day

under the conditions set out in (b) of this section, shall be paid for the holiday at his regular rate of pay for his regular work schedule. It is agreed that the hours so paid for the Statutory Holiday will not be included in the weekly work schedule. An employee working on a paid holiday shall be paid the overtime rate for hours worked, in addition to receiving the straight-time holiday pay for which he may qualify.

- (b) An employee, to qualify for Statutory Holiday Pay, must have been on the payroll thirty (30) days during the twelve (12) months preceding, and must have worked his last regularly scheduled shift before, and his first regularly scheduled shift after the holiday, unless his absence is due to compensable injury or illness, or due to authorized leave of absence. In the case of injury or illness, the employer shall have the right to request a certificate from a qualified medical practitioner.
- (c) Notwithstanding b) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of sixty (60) calendar days.

Employees on Weekly Indemnity during this period will be paid by the insurance company for all Statutory Holidays.

- (d) In the event of a Statutory Holiday falling on a Tuesday, Wednesday or Thursday, and when the Company and the Committee mutually agree, the said holiday may be observed the preceding Monday or the following Friday respectively.

ARTICLE VI - HOURS OF WORK

Section 1

All hours worked in excess of eight (8) hours in any one day shall be paid at time and one-half (1 1/2). All hours worked in excess of twelve (12) hours in any one day shall be paid at double (2) time.

Section 2

- (a) The regular hours of work shall consist of five (5) consecutive eight (8) hour days, commencing on Monday and ending on Friday.
- (b) No employee shall work in excess of five (5) hours in any one (1) day without a thirty (30) minute lunch break.

Section 3

The first four (4) hours worked on a Saturday shall be paid for at time and one-half (1 1/2). All work in excess of four (4) hours on Saturdays, and all hours worked on Sundays shall be paid at double (2) time, regardless of the number of hours worked in the regular work week.

Section 4

It is agreed between the Parties that if one (1) hour or less is necessary after midnight Friday or after midnight preceding a Statutory Holiday in order to complete the shift which commenced on Friday afternoon or the afternoon preceding the Statutory Holiday, the time worked after midnight to complete the shift would be paid at double (2) time.

The Company shall post notices in the plant stating details of starting and ending time of shifts, and shall give forty-eight (48) hours notice of changes thereof.

Section 6

All employees shall be entitled to two (2) fifteen (15) minute rest periods during each regular shift.

At all times the Company shall have the right to use relief employees in implementing this provision.

Any employee working in excess of eight (8) hours will be entitled to an additional fifteen (15) minute rest period before the overtime commences.

ARTICLE VII - EMPLOYEES SECURITY

Section 1

There shall be no discrimination, coercion, interference or restraint by the Company or by the Union or by representatives of either Party against any employee because of race, creed, color, sex, religion or national origin.

Section 2

Employees whose regular jobs are not in the Bargaining Unit shall not work on jobs which are included in the Bargaining Unit except for training, instructing, or for short periods in order to keep the production line operating

The expulsion of an employee from membership in the Union shall not be deemed cause for dismissal, except for nonpayment of Union Dues.

ARTICLE VIII - SENIORITY

Section 1

The Company recognizes the principle of seniority. In the application of seniority, it shall be determined by Company seniority

Section 2

- (a) In the event of a reduction of the forces the last person hired shall be the first released provided the employee retained is able to perform the requirements of the job.
- (b) The Company will notify the employee or employees concerned of a layoff at least forty-eight (48) hours in advance, unless the lack of work is beyond the Company's control

Section 3

It is agreed between the parties that seniority during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their seniority for a period of six (6) months.
- (b) Employees with one (1) or more years service shall retain their seniority for one (1) year, plus one (1) additional month for each year's service, up to an additional six (6) months.

It shall be the Company's responsibility to maintain an address file of its employees and it shall be the employee's responsibility to notify the employer in writing of any change of address.

- (a) Vacancies for jobs in Group A and Leadhands shall be posted in advance for a period ~~of not less than~~ two (2) working days. The Company will select from the applicants the most senior employee, provided he is capable of performing the job, to fill the vacancy. The Company will post the name of the successful bidder on a job posting.
- (b) After a trial period of not more than thirty (30) working days, where the employee selected is not able to perform the job satisfactorily, the employee shall revert to his former job without loss of seniority.
- (c) This Section shall not apply to temporary replacements of two (2) weeks or less necessitated by illness, injury, or other leave of absence, or to temporary replacements of longer duration for employees on vacation, but in filling these vacancies senior employees will be given preference.

Section 5

- (a) All new employees hired after July 1, 1989, after completing thirty-four (34) consecutive weeks of employment shall become regular employees entitled to full privileges hereunder, except as hereinafter stated. An employee's seniority shall commence from his date of last hire working for the Company in a bargaining unit Job .
- (b) The layoff of an employee with less than thirty-four (34) consecutive weeks of employment shall be deemed a discharge for just cause.

Section 6

It is agreed that upon the written request of the Union a list will be supplied by the Company setting out the name and starting date with the Company of each regular employee. However, such request shall not be granted more than two (2) times per year. The Company will advise the Union once each month of changes to the said list.

Section 7

In the case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker, it is hereby agreed that reinstatement can be made within the bargaining unit, provided, however, that the supervisory worker reinstated in the bargaining unit must return to the job held at the time of his promotion to a supervisory position. The employee will not accumulate seniority while a member of management.

Section 8

When increasing the work force, laid-off employees shall be recalled in the reverse order in which they were laid off, that is, the last person laid off will be the first recalled. Notification of recall of those who cannot be contacted directly, shall be by registered mail to the last address which the employee shall have registered with the Company and the employee shall return or respond within seven (7) working days, otherwise seniority shall be lost.

ARTICLE IX - TECHNOLOGICAL CHANGE

Section 1

The Company shall give not less than ninety (90) days notice in advance of intent to institute technological changes which would involve the laying off of employees.

Section 2

Employees laid off because of such technological changes shall be entitled to Severance Pay of one (1) week's pay for each fifty-two (52) weeks of service with the Company, to a maximum entitlement of twenty-six (26) weeks pay.

Section 3

When technological changes are implemented every effort will be made by the Company to retrain its employees to satisfactorily perform the new duties required of them.

Section 4

Improved working methods which do not involve technological change are not covered by the preceding sections of this Article.

ARTICLE X - LEAVE OF ABSENCE

Section 1

Employees shall not be entitled to items in Article X, Sections 1, 2, 3, 4, 5 until they have completed thirty-four (34) continuous weeks.

The Company will grant leave of absence to employees suffering injury or illness subject to a medical certificate, if requested by the Company. Seniority will be accumulated for such absence up to one (1) year

Section 2

The Company will grant maternity leave to all employees who are pregnant according to the Employment Standards Code

Section 3

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union Office for their term of office. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union conventions or as members of any negotiating committee of I.W.A. CANADA in order that they may carry out their duties on behalf of the Union.

- (c) The Company will grant leave of absence to employees to permit them to improve their education at a recognized educational institution as a full-time student for a period not to exceed one (1) year, provided the education is job related. The employee who obtains this leave of absence shall report for work to the Company within thirty (30) calendar days of the completion of his educational training.

The Company agrees to continue past practice and give consideration to employees requiring extended leaves of absence for special circumstances.

- (d) Seniority shall accumulate during leave of absence under this section.
- (e) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives his leave of absence, as set forth in clauses a), b) and c) above, the Company will be given due notice in writing: in the case of a) twenty (20) calendar days; in the case of b) five (5) calendar days; and in the case of c) twenty (20) calendar days.

Section 4

Employees who have been in the continuous employ of the Company for thirty (30) calendar days are eligible for Funeral Leave not exceeding three (3) working days, upon the death of a member of their immediate family, i.e.:-

Father, Mother, Husband, Wife, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Stepfather, Stepmother, Legal Guardian, Grandparent, Grandchild, Stepchild, Ward, Brother-in-law, Sister-in-law, Son and Daughter-in-law and Grandparents-in-law

Such Funeral Leave shall be paid for at the employee's regular job rate of pay for his regular daily work schedule. Employees may be granted additional leave of absence, without pay, if it is necessary to be away for more than three (3) working days. Funeral Leave and any additional leave of absence must **be** approved by the employee's supervisor.

For the purpose of this section, common-law relationships shall be treated as if married provided the employee has been in a co-habitational relationship for more than twelve (12) months.

- (a) Any regular full-time employee who is required to perform Jury Duty, Coroner's Duty, or as a Crown Witness or Coroner's Witness on a day which he would normally have worked will be reimbursed by the Company for the difference between the pay received for Jury Duty and his regular straight ~~time~~ hourly rate of pay for his regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours of work in excess of eight (8) per day or forty (40) per week, less statutory pay received for Jury Duty. The employee will be required to furnish proof of Jury Service and Jury Duty pay received.
- (b) Hours paid for Jury Duty will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

ARTICLE XI - GRIEVANCE: PROCEDURE

Section 1

The Company and the Union mutually agree that when a grievance arises coming under the terms of this Agreement it shall be taken up in the manner set out below without stoppage of work.

STEP 1

The individual employee, with or without a Job Steward, shall take the matter up with the foreman in charge of the work within two (2) working days from the time the complaint arose. The foreman must respond to the complaint within two (2) working days.

STEP 2

If a satisfactory settlement is not then reached it shall be reduced to writing by both parties, when the same employee and/or Union Committee member and/or Union Official shall take up the grievance with the Production Manager as designated by the Company.

STEP 3

If the grievance is not then satisfactorily solved it shall be referred to an authorized representative of the Union and the General Manager of the Company.

STEP 4

If a satisfactory settlement is not then reached it shall be dealt with by arbitration as hereinafter provided.

Section 2

If a grievance has not advanced to the next stage under Steps 2, 3 or 4 within the fifteen (15) calendar-day period after the completion of the preceding stage then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an **end**.

Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Committee the said time limit shall not apply. The Union shall be bound to proceed in such case as quickly as may be reasonably possible.

In the case of a dispute between the parties hereto regarding the interpretation or application of this Agreement which is not an employee grievance, either of the parties may refer the matter to arbitration as hereinafter provided

ARTICLE XII - ARBITRATION

Section 1

In arbitration, the Company and the Union shall each select one (1) person; these two (2) people shall select a third party who shall act as chairman. Either party shall appoint its nominee not later than five (5) working days after receipt of written notice of the other party's nomination. This Arbitration Board shall convene and render a decision and such decision shall be final and binding on both parties to this Agreement. In the event of a failure of the two (2) people selected by the respective parties to select a third party as provided above, they shall ask the Provincial Minister of Labour to appoint a third party who shall be the Chairman.

Section 2

It is understood that the function of the Arbitration Board shall be to interpret this Agreement and that it shall deal only with the specific questions as subintitled and shall have no power to alter, add to, or amend this Agreement.

The Arbitration Board shall have no power to decide questions involving general wage adjustments.

A grievance arising from a claim by an employee that his discipline, suspension and/or discharge was unjust and/or contrary to the terms of this Agreement must be dealt within accordance with the grievance procedure by both parties through all stages and must be presented to the Company initially as a grievance, not later than fifteen (15) days after the discipline, suspension and/or discharge became effective. In case of discharge, the Company will notify the employee in writing the reason for discharge within two (2) working days.

In the event an Arbitration Board reduces, varies or nullifies a suspension or discharge, the employee shall be reinstated with all rights and privileges without loss of pay, for the period of time (less monies earned in that period) that the Arbitration Board reduces, varies or nullifies the suspension or discharge.

Section 4

Each party to this Agreement shall pay all expenses of the member of the Arbitration Board selected by it and share equally in the fees and expenses of the third member of the Board.

ARTICLE XIII - STRIKES AND LOCKOUTS

There shall be no strikes or lockouts by the parties to this Agreement with respect to any matter arising out of the Agreement during the term of this Agreement.

It shall not be considered a violation of this Agreement for employees to respect a legally established picket line of a bond fide Trade Union provided such picket line blocks entrance to the employer's premises, and has **been** authorized by the Trade Union.

ARTICLE XIV - VACATIONS WITH PAY

Employees shall not be entitled to items in this Article until they have completed thirty-four (**34**) continuous weeks, except for items covered by the Employment Standards Act.

Section 2

Every employee shall be entitled to vacations as follows:

- (a) Employees with less than two (2) years service shall be entitled to two (2) weeks vacation each year with pay during such period calculated at four percent (**4%**) of his/her total earnings.

- (b) Employees with over two (2) years and up to four (4) years service shall be entitled to two (2) weeks vacation each year with pay during such period calculated at five percent (5%) of his/her total earnings.
- (c) Employees with over four (4) years service shall be entitled to three (3) weeks vacation each year with pay during such period calculated at seven percent (7%) of his/her total earnings.
- (d) Employees with over twelve (12) years of service will be entitled to four (4) weeks vacation each year with pay during such period calculated at nine percent (9%) of his/her total earnings.

If a Statutory Holiday falls during an employee's vacation such employee shall be entitled to one (1) additional day off.

Vacations for employees shall be taken at such time as mutually agreed upon by the Committee and the Company. Date or dates for annual vacations will be posted two (2) months in advance if possible, but not less than one (1) month in advance.

The following shall be considered as days actually worked for determining vacations and vacation pay for an employee:-

- (a) Absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his/her employment.

- (b) Absence due to illness up to a period of one (1) year^{LS} provided the employee returns to his/her employment. **The employer shall have the right to require a certificate from a qualified medical practitioner.**

ARTICLE XV - CALL TIME

Any employee who is called for work and on reporting finds no work available, due to reasons beyond his or her control, shall be entitled to four (4) hours pay at his or her regular rate. **This shall not apply when the Company gives twenty-four (24) hours notice canceling said call.**

If the employee commences work, eight (8) hours pay at his or her regular rate will be paid, except where the cessation of work is caused by conditions beyond the control of the Company.

Section 3

Any employee who is called in because of an emergency before or after his or her regular shift, shall receive a minimum of four (4) hours pay or the overtime earned, whichever is greater. Employees shall not be required to remain at work after the emergency is over, except that they shall work their regular shift. If the employee is called in less than one (1) hour prior to the beginning of his or her regular shift, then this shall not be considered an emergency and regular overtime rates shall apply.

ARTICLE XVI - GENERAL

- (a) On each pay day the Company shall provide to each employee an itemized statement setting out the total number of hours worked by the employee concerned during the immediately preceding pay period, the rate of wage applicable to him, all deductions made from his wages whatsoever, the purpose for which such deductions were made, the total amount actually payable to him, and other such information as may from time to time be agreed upon by the parties.
- (b) Pay days shall be every **second** Friday and any adjustments in pay shall be **corrected on the next regular** work day, **except** when additional time is required because of abnormal circumstances.

The Company agrees that the Union may post notices of Union business, authorized by the President of the Local Union, on a notice board supplied by the Company.

An employee hurt in an industrial accident shall be paid for the loss of time on the day he was injured, at his regular earnings.

Section 4

The Company and the Union desire that each employee be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Union will have the Agreement printed in booklet form and the Management will give a copy to each employee. The cost of such printing to be shared equally by the Company and the Union.

Section 5

The Company agrees that it will **not** bring contractors or subcontractors into the plant to perform production work currently being performed within the bargaining unit unless such contract employees became members of the Union and pay dues from the first day of employment.

Section 6

Official Union representatives shall have access to the Company's operations by authorization **from** an official of the Company.

Section 7

It is mutually agreed between the parties that if job conditions change due to the introduction of new methods, or revision of work practices, which necessitate the revision of duties or responsibilities of any employee, the Company will establish temporary rates of which the Union will be informed within seven (7) days. Any such rates established shall be based on comparison with existing rates for similar or related jobs as set out in the Wage Schedule of this Agreement.

After a trial period of twenty (20) working days or an extension of this time by mutual agreement between the parties the job rates will be negotiated between the parties and when agreement is reached, changed rate or rates agreed upon will be retroactive to the beginning of the trial period and will become part of the Wage Schedule.

Section 8

The Company will supply, at no cost to the employee, all safety equipment required by the Company or by applicable Alberta Legislation except safety shoes and prescription safety glasses.

Section 9

The Company agrees that it will allow the Plant Committee to announce Union meetings over the intercom system not later than the second coffee break on the day of such meeting.

Section 10

Future office workers contracts will be negotiated at the same time as the plant contract is negotiated, subject to agreement by both parties.

Section 11

The Company agrees to show the Union dues deductions for an employee on the employee's T-4 slip.

Section 12

The Company will supply coveralls to full time welders and employees working in frame preparation.

**ARTICLE XVII - ACCIDENT PREVENTION
COMMITTEE**

Section 1

An Accident Prevention Committee shall be established consisting of six (6) persons, equally representative of the Company and the employees. The three (3) employee representatives will be elected through a vote supervised by the Union. The Production Manager shall be the Chairman of this Committee when required, and shall be an ex-officio member of this Committee.

Section 2

The Company will pay straight-time job rates not exceeding two (2) hours per week to such Safety Committee for the actual time spent in attending safety meetings outside of their work hours.

Where Safety Meetings are held during working hours with the consent of the employer, the employees will not be deducted for attending such meetings or investigations into accidents

Section 4

In the case of a fatal accident, the Accident Prevention Committee in the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident.

Section 5

Any employee or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

The Safety Committee will have a safety tour of the operation and a Safety Committee meeting once each month.

ARTICLE XVIII - WAGES

The Wage Schedule "A" as attached to this Agreement is approved by both parties and forms and becomes part of this Agreement.

ARTICLE XIX - FIRST AID TRAINING

Employees of the Company who, by mutual agreement, train or retrain for First Aid Certificates, on courses approved by the Company, will be compensated in the following manner:-

- (a) The Company will pay the cost of course tuition and materials required to those employees who pass the course and who have remained in the Company's employ for **six** (6) months after passing.
- (b) The Company will not deduct time from the designated First Aid Attendant's wages for time spent on First Aid activities during regular working hours
- (c) The Company will pay an additional **ten cents (\$.10)** per hour to designated First Aid Attendants who have achieved **their first** level First Aid Certificates and **fifteen cents (\$.15)** per hour to designated First Aid Attendants who have achieved a higher level First Aid Certificate.

ARTICLE XX - DURATION OF AGREEMENT

The parties hereto mutually agree that this Agreement shall be effective on and after ~~the-1st~~ day of July 1996, to and including the ~~30th day of June 1998~~, and thereafter from year to year unless written notice to commence collective bargaining is given within ninety (90) days and not less than thirty (30) days by either party.

The notice required hereunder shall be validly and sufficiently served at the office of the Company and the Local office of the Union at least thirty (30) days prior to the expiry date of the Agreement.

If no agreement is reached at the expiration of this Agreement and notice to commence collective bargaining has been served, the Agreement shall remain in effect until an agreement is reached or until a strike/lockout commences, whichever occurs first.

SIGNED THIS _____ DAY OF _____ 19_____.

FOR

FOR:

**TRAVELAIRE CANADA
LIMITED**

**I.W.A. CANADA
LOCAL 1-207**

SCHEDULE "A"

§

The following groups are in the Division. An employee shall enter into a group in which a majority of the work will be done upon completion of thirty-four (34) continuous weeks according to the position held at the time.

	<u>SEPT. 1, 1996</u>	<u>MAY 1, 1997</u>
GROUP A: Kate	\$ 14.10	\$ 14.40
Crew Leader		
Sr. Maintenance Man		

	<u>SEPT. 1, 1996</u>	<u>MAY 1, 1997</u>
GROUP B: Rate	\$ 12.80	\$ 13.10

All other Employees in Plant (Production Workers)

Probationary Employees (Except Ticketed Welders)

	<u>SEPT. 1, 1996</u>	<u>MAY 1, 1997</u>
PROBATIONARY	\$ 8.35	\$ 8.60

WELDERS - TICKETED

	<u>SEPT. 1, 1996</u>	<u>MAY 1, 1997</u>
Kate	\$ 14.95	\$ 15.65

WELDERS - LEADHAND

Eighty cents (\$.80) above ticketed welders.



Second Shift twenty-five cents (\$.25)

Third Shift thirty-two cents (\$.32)

The Incentive Program instituted effective January 6, 1992, will be continued in its present form subject to any amendments recommended by the Incentive Committee which may be mutually acceptable to both parties and subject to a revision of the standard hours necessitated by changes in salaries and benefits.

Seniority employees to be fit into classification structure set out, above but shall be red circled until their rate is the **same** as the Group rate in which they are working.

Seniority Bonus Plan:

- (a) which will be payable to all employees who have five **(5)** or more years of continuous service with the Company;
- (b) which will be payable at the rate of ten dollars (\$10.00) for each full year of service completed by the employee with the Company effective as of December 1st, of the year in question;
- (c) which will be payable on the pay period immediately preceding December 25th, of each year; and
- (d) which will be payable providing that the Company has enjoyed Gross Sales of its products exceeding \$22.5 Million for the most recent fiscal year preceding the bonus payment.

SCHEDULE "B"

EMPLOYEE BENEFIT PLANS

Employees shall not be eligible for any coverage under this Schedule of the Collective Agreement until they have completed thirty-four (34) continuous weeks.

1. Group Life and A. D. & D. in the amount of \$35,000.00 (effective September 1, 1994).
2. Alberta Health Care.
3. Company Plan equivalent to Alberta Blue Cross
4. Weekly Indemnity in the amount of seventy percent (70%) of employee's earnings for thirty-nine (39) weeks - effective first day of accident and fourth day of sickness, or first day of sickness if hospitalized.

The benefits will be extended to fifty-two (52) weeks if approved by a joint committee comprised of Company and Union appointees (each case would be assessed individually).

5. The Company agrees to pay eighty percent (80%) of the monthly premium cost of the above plans.
6. ~~Travelaire - I.W.A. Pension Plan~~
 - (a) The Travelaire - I.W.A. Pension Plan will provide a benefit level of thirty-five dollars (\$35.00) per month per year of service for service by employees up to December 31, 1986;

- (b) The Travelaire - I.W.A. Pension Plan will provide a benefit level of twenty-five dollars (\$25.00) per month per year of service for service by employees from January 1, 1987 up to June 30, 1994;
- (c) The Travelaire-I.W.A. Pension Plan will provide a benefit level of thirty dollars (\$30.00) per month per year of service for service by employees after July 1, 1994;
- (d) The Travelaire - I.W.A. Pension Plan will be jointly Trusteed. The Company and Union will each appoint two (2) regular and one (1) alternate Trustee.
- (e) Travelaire will withdraw from the I.W.A.. Forest Industry Plan effective December 31, 1986.

7. Dental Plan

The Company agrees to implement the following plan:

All employees with one or more years seniority will be eligible.

- Premium costs to be shared eighty percent (80%) by the Company and twenty percent (20%) by the employee.
- Plan to include: 80% Basic Dental
 50% Extensive Dentistry
 50% Orthodontics

as defined in Blue Cross proposal.