

# Collective Agreement

Between

**Travelaire Canada Ltd**

Production  
Red Deer, AB

and

**United Steelworkers  
Local 1-207**

Begins:  
07/01/2006

Terminates:  
06/30/2010

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## **AGREEMENT**

**THIS AGREEMENT shall be effective as and  
from the 1st day of July, 2006.**

**between**

**TRAVELAIRE CANADA LIMITED  
Red Deer, Alberta**

**(hereinafter called “The Company”)**

**and**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)  
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 - ARG. 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.

### **Section 3**

The Company will allow the Union and its stewards to use the training room for Union business, subject to availability and the requirement that the room be pre-booked with the Human Resources Manager. If the training room is not available the Company will attempt to find another suitable space.

## **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. The Company shall always exercise its' rights in a fair and reasonable manner.

### **Section 2**

The Union and the Company agree that they will honour their respective responsibilities under the Collective 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.

### **Section 2**

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.

### Section 3

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.

### Section 4

Accredited officials **of** United Steelworkers shall have the right to participate in any negotiations and/or grievances.

## **ARTICLE IV - UNION SECURITY**

### Section 1

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.

### Section 2

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.

### Section 3

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 United Steelworkers International 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:



CHECK-OFF AUTHORIZATION  
FOR UNITED STEELWORKERS

COMPANY \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15<sup>th</sup> of each month.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
(please print)

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Check No. \_\_\_\_\_ **Local** Union No. \_\_\_\_\_ Department \_\_\_\_\_

Witness \_\_\_\_\_

(ORIGINAL)

CHECK-OFF AUTHORIZATION  
FOR UNITED STEELWORKERS

**COMPANY** \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be ~~transmitted~~ to the International Treasurer **of** the United Steelworkers, directly or through the local union financial secretary on or before the 15<sup>th</sup> of each month.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
(please print)

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Check No. \_\_\_\_\_ **Local** Union No. \_\_\_\_\_ Department \_\_\_\_\_

Witness \_\_\_\_\_

(COPY)

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name \_\_\_\_\_ Signature \_\_\_\_\_  
(please print)

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

UNITED STEELWORKERS  
AFL - CIO - CLC

Local Union No. \_\_\_\_\_

I hereby request and accept membership in the United Steelworkers, and **of** my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours **of** employment, or other conditions of employment, and to enter into contracts with my employer covering all such matter, including contracts which may require the continuance **of** my membership in the United Steelworkers as a condition of continued employment.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Employed by: \_\_\_\_\_ Department \_\_\_\_\_

Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Social Insurance No. \_\_\_\_\_ Initiation Fee \$\_\_\_\_ Paid.

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.

### Section 7

The Company will provide to the Union on a weekly basis, any address changes for employees that come to the attention of the Human Resources Manager and/or Payroll. Employees shall promptly notify the **Human** Resources Manager and/or Payroll of any change to their address.

## ARTICLE V - GENERAL HOLIDAYS

### Section 1

Employees will not be entitled to items in this Article until they have completed ninety (90) calendar days service, except for items covered by the Employment Standards Code.

### Section 2

In the event that a General 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.

In the event that a General Holiday falls on a payday Friday (off Friday), the following Friday 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 General 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 General 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. In the case of injury or illness, subject to a medical certificate, both days must fall within a period of ninety (90) calendar days.
- (d) In the event of a General 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 the regularly scheduled hours set out in Section 2 shall be paid at time and one-half (**1 ½**). All hours worked in excess of twelve (**12**) hours in any one day shall be paid at double (**2**) time.

## Section 2

The parties agree that the hours of work for all employees, except shipping/dealer prep and receiving department employees, shall be as follows:

Week 1 (which is the pay day week) - 7:00 am to 4:30 pm, Monday to Thursday inclusive.

Week 2 - 7:00 am to 4:30 pm, Monday to Thursday inclusive and 7:00 am to 3:00 pm on the Friday. Employees shall receive eight (8) hours' pay for the Friday.

The hours of work for shipping/dealer prep and receiving department employees shall continue as per the hours of work in effect as of November 9, 2001.

The above schedule shall be repeated every two (2) weeks. 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 (1½). 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. All hours worked on the Saturday following a scheduled off Friday shall be paid at double (2) time, provided the employee has not refused to work overtime that was offered during the scheduled off Friday.

#### 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 General Holiday in order to complete the shift which commenced on Friday afternoon or the afternoon preceding the General Holiday, the time worked after midnight to complete the shift would be paid at double (2) time.

#### Section 5

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 the regularly scheduled hours will be entitled to an additional fifteen (15) minute rest period before the overtime commences.

#### Section 7

Changes to the hours of work may be made by mutual agreement between the Company and the Union upon a sixty-five percent (65%) vote of Union membership in favour of changes.



## **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, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income or family status.

The Company will comply with Provincial legislation prohibiting discrimination on the basis of sexual orientation.

### **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.

### **Section 3**

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

### **Section 4**

The Company agrees that employees affected by a plant closure will receive at least ninety (90) days notice of closure, or ninety (90) days wages, or a combination of the two. No pay would be provided to employees who quit or were terminated for just cause after the Company gave notice, or to employees who are offered employment at a new plant opened by the Company.

## **ARTICLE VIII - SENIORITY**

### **Section 1**

- (a) The Company recognizes the principle of seniority. In the application of seniority, it shall be determined by Company seniority.
- (b) All new employees hired after January 1, 2006, after completing ninety (90) calendar days of service shall become regular employees entitled to full privileges hereunder, except as hereinafter stated. All benefits contained in this agreement for Level 1 employees shall be effective as of the date of ratification of the 2006 memorandum of agreement.
- (c) An employee's seniority shall commence from his date of last hire working for the Company in a bargaining unit job. Notwithstanding this provision, where two or more employees have the same seniority date, the order of placement of names on the seniority list will be determined by their original date of hire with the Company and, if there remains a tie, by who first completed their ninety (90) day probation and, if there remains a tie, by random draw.
- (d) References to "service" in this agreement shall mean service since the date of last hire in a bargaining unit job unless otherwise specifically indicated to the contrary.

### **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 as follows:

- (i) eight (8) hours notice for layoff of one-half (1/2) day to one (1) day;
- (ii) forty-eight (48) hours notice for layoff of twenty-four (24) hours to one (1) week;
- (iii) one (1) week notice for layoff of greater than one (1) week.

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.

### Section 4

- (a) Vacancies for jobs above full time production as listed in Schedule "A" shall be posted in advance for a period of not less than four (4) 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 within two (2) working days of close of bid. There shall be no discrimination, coercion, intimidation, interference or restraint against any employee applying for the position.

- (b) After a trial period of not more than thirty (30) working days, where the employee is not able to perform **d e** job satisfactorily, the employee shall revert to his former job without loss of seniority. The company shall, to the best of its ability, provide training **to** employees during **this** period. If the employee has been reverted to his former position he can not re-apply for the same position for a six (6) month period.
- (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. The Production Manager **shall** notify **the** Plant Committee of these vacancies when they occur. The Company and Union Committee agree to meet and address any issues as they arise with the filling of temporary vacancies.
- (d) There will be a spare crew leader to fill temporary absences of a duration of at least one (1) working day of the regular crew leader and spare crew leader shall receive crew leader wage, equal to **d e** crew leader wage of that department, while performing crew leader duties, provided that the spare crew leader performs crew leader duties for at least one (1) working day four (4) hours.
- (e) Temporary crew leader positions which become available for temporary departments that operate on **an** "as needed basis" shall be filled in accordance with (a) and (b) above.

### Section 5

During the first ninety (90) calendar days, an employee shall be considered a probationary employee and during this period his services may be terminated and such termination shall be deemed **to** be for just cause and not subject to **d e** grievance procedure.

## 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 once per calendar quarter. 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, it is hereby agreed that reinstatement can be made within the bargaining unit, provided the employee returns to the bargaining unit within six (6) months of the transfer to a supervisory position, and provided 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.

Employees who have been transferred to a supervisory position prior to the date of ratification of the Memorandum of Agreement shall have six (6) months from the date of ratification to return to the bargaining unit, provided 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 to which they were laid off, that is, the last person laid off will be the first recalled, provided they are capable of performing the work required. 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 ten (10) working days, otherwise seniority shall be lost.

## Section 9

Employees requested to work during a shutdown shall be determined by the most senior qualified employee capable of performing the work amongst the employees who sign up to work. In selecting employees any job modifications and/or work restrictions shall be considered. Prior to the shutdown the Company shall meet with the Union Committee and review what work will be done during the shutdown and the names of the employees selected to work. Employees must be capable of performing the physical demands of the work required during shutdown and must have a valid certificate for any equipment that they may be required to operate.

## **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.

### **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 until they have completed ninety (90) calendar days service.

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 and parental leave in accordance with all Federal and Provincial Legislation including Regulations.

## 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 United Steelworkers 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.
- (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.



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

#### Section 4

Employees are eligible for Bereavement 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 Bereavement 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. Bereavement 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.

#### Section 5

- (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 to a maximum of twenty (20) work days. 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 a Job Steward, shall take the matter up with the foreman in charge of the work within five (5) working days from the time the complaint arose. The foreman must respond to the complaint in writing within five (5) 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. The Production Manager shall respond to the grievance in writing within five (5) working days.

### 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. The General Manager shall respond to the grievance in writing within five (5) working days.

### 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.

The parties agree that when a grievance has been advanced to Step 2 or 3, the Step 2 or 3 meeting will take place within fifteen (15) calendar days of the advancement of the grievance to that Step. This time period may be extended by mutual agreement of the parties. If the meeting does not happen and no extension has been agreed to, the grievance will automatically advance to the next Step.

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 and the Company shall be bound to proceed in such case as quickly as may be reasonably possible.

### Section 3

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.

### Section 4

In the event that either party fails to process the grievance within the time limits established in Article XI - Grievance Procedure, without mutual agreement to extend the timelines, that party shall be deemed to have conceded the grievance in favor of the other party.

## **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 submitted 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.

### Section 3

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 with in 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 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.

### Section 5

The parties may by mutual agreement use a one (1) person arbitrator and shall share equally in the arbitrator's expenses.

## ARTICLE XIII - STRIKES AND LOCKOUTS

### Section 1

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

### Section 2

It shall not be considered a violation of this Agreement for any person to picket a legally recognized picket line of a bona fide Trade Union provided that such picket line does not block entrance to the employer's premises, and has been authorized by the Trade Union.

## ARTICLE XIV - VACATIONS WITH PAY

### Section 1

Employees who are on the Company payroll as of July 24, 2006 are entitled to Vacations With Pay as outlined in Sections 1 through 5 of this Article. All Company service from their first date of hire will be considered in the application of this Article, provided the employee has not had a break in service in excess of one (1) year. Where an employee has had a break in service of one (1) year or more, their service for the purpose of this Article will be from the date of last hire.

Employees who are hired after July 24, 2006 are entitled to Vacations With Pay as outlined in Article XIV, Section 6.

## 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 eleven (11) 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.
- (e) Employees with over seventeen (17) years of service will be entitled to five (5) weeks vacation each year with pay during such period calculated at eleven percent (11%) of his/her total earnings.

## Section 3

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

## Section 4

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 in January of each year.

## Section 5

- (a) The following shall be considered as days actually worked for determining vacations for an employee:

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

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

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

## Section 6

- (a) Level 1 Employees

Employees with less than five (5) 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.

Employees with more than five (5) years service shall be entitled to three (3) weeks vacation each year with pay during such period calculated at six percent (6%) of his/her total earnings.

All Company service from first date of hire will be considered in the application of this Article, provided the employee has not had a break in service in excess of one (1) year. Where an employee has had a break in service of one (1) year or more, their service for the purpose of this Article will be from the date of last hire.



(b) Level 2 Employees

Once **an** employee advances from Level 1 to Level 2, they will be entitled to Vacations With Pay in line with Sections 1 through 5 of this Article.

All Company service from first date of hire will be considered in the application of this Article, provided the employee has not had a break in service in excess of one (1) year. Where an employee has had a break in service of one (1) year or more, their service for the purpose of this Article will be from the date of last hire.

## ARTICLE XV - CALL TIME

### Section 1

Any employee who **is** scheduled to 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.

### Section 2

If the employee commences work, their regular daily scheduled hours 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**

### Section 1

- (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.

### Section 2

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.

### Section 3

**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.

The Committee shall be provided with a one-half (1/2) hour period of time, without loss of pay, to provide a union orientation session for new employees after three (3) weeks of employment. The orientation session shall be conducted on Wednesdays at 11:00 **am.**

### 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 become 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. The Company will reimburse all employees after thirty (30) calendar days service, for safety boots in the amount of sixty five dollars (\$65.00) per year from the date of the last claim or one hundred thirty dollars (\$130.00) every two (2) years from the date of the last claim, on proof of payment. The Company will reimburse all employees who have completed six (6) months of employment, for prescription safety glasses in the amount of two hundred dollar (\$200.00) every two (2) years from the date of the last claim. Should an employee leave the employ of the Company prior to completing ninety (90) calendar days after receiving payment the employee shall reimburse the employer, from wages owed the employee, on a pro rated basis the percentage of the ninety (90) day period remaining.

Effective July 1, 2008 the reimbursement for safety boots shall be increased to seventy five dollars (\$75.00) per year from the date of the last claim or one hundred fifty dollars (\$150.00) every two (2) years from the date of the last claim, on proof of payment.

#### 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

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

#### Section 11

The Company will supply coveralls to welders and employees working in chassis preparation, bonding, undercoating, insulating, wall department when bonding, and maintenance. The Company shall also make smocks available for use by employees in the rework department.

#### Section 12

In the event that an employee is alleged to have violated the Company rules, regulations, or any provision of the Collective Agreement, a written warning detailing the alleged violation shall be delivered to the said employee, the Union, and the Human Resources Manager detailing the alleged violation. In the event that the employee is suspended as a result of the alleged violation, the period of suspension shall be specified in the warning slip.

Where the alleged violation does not result in suspension of the employee, the warning slip relating to that alleged violation shall be removed from the employees file and not relied upon for further discipline upon the expiration of twelve (12) months from the date of the alleged violation, provided the employee has not been the subject of any further discipline during the said twelve (12) month period. Where the alleged violation does result in suspension of the employee, the suspension relating to that alleged violation shall be removed from the employees file and not relied upon for further discipline upon the expiration of twenty-four (24) months from the date of the alleged violation, provided the employee **has** not been the subject of any further discipline during the twenty-four (24) month period.

### Section 13

All Letters of Understanding shall form and become part of this Collective Agreement.

### Section 14

The Company shall ensure that employees are advised that they have the right to be represented by a shop steward at any meeting that may lead to discipline, provided that initial investigative meetings or discussions do not allow the employee to obtain union representation.

### Section 15

Every employee shall be entitled to have access to their personnel and medical files so as to obtain their own personal information. The Company shall not disclose **to** any employee any information relating to any other employee without the prior written consent of that employee.

## Section 16

The Company will make contributions to the Union for a Union Education Fund. The contributions for Level 2 employees will be three cents (\$.03) per hour worked per employee.

## Section 17

The Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability, to the point of undue hardship.

Modified or alternate duties encompass any job, task, or combination of tasks or functions that an employee who suffers from diminished capacity, temporarily or permanently, may perform safely. Employees may be required to provide medical certificates from their doctor regarding their ability to perform the modified or alternate duties.

When the need for accommodation of an employee is less than two (2) weeks, such accommodation may be made by the Company directly with the employee involved, unless the employee requests Union representation.

Accommodations of over two (2) weeks will be reviewed on an individual basis by the Company, the Union and the employee involved, taking into consideration the needs of the business and the necessity to provide work assignments which will be meaningful to the employee and which will make a positive productive contribution to the Company's operation. It shall be the responsibility of the Human Resources Manager and a duly authorized representative of the Union, or their designates, to jointly investigate and find means to accommodate disabled employees.

## **ARTICLE XVII - JOINT WORKSITE HEALTH & SAFETY COMMITTEE**

### **Section 1**

A Joint Worksite Health & Safety 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 overtime job rates to Safety Committee members for the actual time spent in attending safety meetings and training outside of their work hours.

### **Section 3**

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

### **Section 4**

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. Employees who elect to leave must provide contact information in the event that Workplace Health and Safety needs to contact them for investigation purposes.

### **Section 5**

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



## Section 6

The Parties will comply with all Provincial safety legislation.

## Section 7

A Union member of the Safety Committee shall be present for any safety tour or Occupational Health and Safety Officer inspection of the operation, provided that the tour or inspection occurs at a time when a Union member of the Safety Committee is available to attend. In the event that a Union member of the Safety Committee is not available then a copy of any report resulting from the tour or inspection shall be provided to the Safety Committee.

## **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.
- (d) Employees will be informed of first aid courses when they are offered and such courses shall be offered on a seniority basis. The **Human** Resources Manager shall be responsible to inform employees and to select employees for the **first** aid courses.

## **ARTICLE XX - DURATION OF AGREEMENT**

The parties hereto mutually agree that this Agreement shall be effective on and after the 1<sup>st</sup> day of July 2006, to and including the 30<sup>th</sup> day of June 2010, 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 \_\_\_\_\_, 20\_\_\_\_

**FOR**

TRAVELAIRE CANADA  
LIMITED

**FOR:**

UNITED STEELWORKERS,  
LOCAL 1-207

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SCHEDULE “

### CLASSIFICATION AND WAGES

The following groups are in the Division.

The wage rate for the term of **this** collective agreement for all regular hours worked shall be as follows:

Level 2 – Full-time employees on the seniority list as at July 28, 2006 shall be considered as Level 2 employees.

A minimum of fifty-two percent (52%) of the total workforce will be classified as Level 2 employees.

Level 1 – Any employee who is employed with less than **thirty** four (34) weeks of service as at July 28, 2006, or any employee hired after July 28, 2006, shall be classified as a Level 1 employee.

On the last workday of each month, the ratio of Level 1 to Level 2 employees will be analyzed, (the Company shall provide the Committee with a copy of the monthly analysis). If it is found that the number of Level 1 employees exceeds forty-eight percent (48%) of the total workforce, the required number of employees will be moved from Level 1 to Level 2 in accordance with their seniority, within five (5) work days.

Notwithstanding the above, the Company may make the most senior Level 1 welder, welder apprentice or maintenance person a Level 2 employee should the Company deem that necessary.

Once an employee is classified as a Level 2 employee, they shall not be reduced to a Level 1 status.

	Effective July 1/06	Effective July 1/07	Effective July1/08	Effective July1/09
<u>Level 2 Employees</u>				
Senior Ticketed Welder	\$ 21.20	\$ 21.70	\$ 22.20	\$ 22.80
Senior Ticketed RV Mechanic	\$ 19.60	\$ 20.10	\$ 20.60	\$ 21.20
Senior Maintenance	\$ 20.45	\$ 20.95	\$ 21.45	\$ 22.05
Welders				
Ticketed Welder	\$ 19.80	\$ 20.30	\$ 20.80	\$ 21.40
3 <sup>rd</sup> yr. Apprentice	\$ 19.35	\$ 19.85	\$ 20.35	\$ 20.95
2 <sup>nd</sup> yr. Apprentice	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.60
1 <sup>st</sup> yr. Apprentice	\$ 14.20	\$ 14.70	\$ 15.20	\$ 15.80
Crew Leader	\$ 18.75	\$ 19.25	\$ 19.75	\$ 20.35
Production	\$ 17.35	\$ 17.85	\$ 18.35	\$ 18.95
<u>Level 1 Employees</u>				
120+ Weeks	\$ 13.05	\$ 13.55	\$ 14.05	\$ 14.65
60-120 Weeks	\$ 12.75	\$ 13.25	\$ 13.75	\$ 14.35
34-60 Weeks	\$ 12.40	\$ 12.90	\$ 13.40	\$ 14.00
0-34 Weeks	\$ 12.05	\$ 12.55	\$ 13.05	\$ 13.65

Weeks of work will accumulate from hire date of January 5, 1998.

Employees who have completed twenty (20) years of employment shall receive an additional twenty-five cents (\$.25) per hour in addition to the wage rates listed above.

## **SHIFT DIFFERENTIAL**

Second Shift fifty-five cents (\$.55).

Third Shift eighty-five cents (\$.85).

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 \$32.5 Million for the most recent fiscal year preceding the bonus payment.

### **Returning Employees**

If an employee leaves the employ of the Company and at a later date the Company rehires the employee, the employee shall be rehired at the production wage rate for the Level they left in effect at the time **of** rehire. Such employees will be placed on the seniority list as new hires and will not receive other credit for their past service.

## SCHEDULE "B"

### EMPLOYEE BENEFIT PLANS

#### Eligibility

Employees shall not be eligible for any coverage under this Schedule of the Collective Agreement until they have completed:

- ninety (90) calendar days service or
- in the case of the dental plan, twelve (12) months service
- Alberta Health Care will begin on the first day of the month following the completion of ninety (90) calendar days service

All determinations relating to whether particular claims are covered by the insurance referenced below will be made by the insurer.

Where a Level 1 employee is moved to Level 2 status, their time as a Level 1 employee will be credited towards the applicable waiting periods.

Coverage will be for eligible employees and dependents as defined below:

Employees - full time employee working at least 20 hours per week.

Dependents - the employee's legal spouse or common law partner who has been publicly represented as such for at least 12 months at the time of the application; the employee's or employee's spouse's children who are unmarried, are either age 14 days to 21 years of age, or, if a full-time student at a college or university, under 25 years of age. Includes provision for handicapped dependent.

## Level 1 Employees

1. Group Life in the amount of twenty-five thousand dollars (\$25,000.00) effective July 24, 2006.
2. Alberta Health Care.
3. Extended Health Care plan:
  - a) Annual \$25 deductible
  - b) 90% reimbursement on drugs
  - c) 100% reimbursement on all other eligible expenses

### Drug Plan

- Reimbursement, prescribed drugs, life-sustaining medication, generic substitution (the pharmacist can dispense the generic if available unless the generic **has** been tried and unsuccessful and the Dr. writes No Sub on the script)
- Does not include anti-obesity drugs, hair growth stimulants, cost of giving injections
- Fertility drugs to a maximum of \$2,400 lifetime
- Smoking cessation products - \$500 per lifetime

### Hospital

- Ward Coverage only

### Private Duty Nursing

- \$10,000 per person per calendar year

### Paramedical Practitioners

- \$500 per benefit year plus one x-ray per paramed per calendar year
- Chiropractor claims reimbursed after the 15<sup>th</sup> visit during the period July 1 to June 30 in the following year



### Hearing Aids

- \$500 per person in any 5 consecutive calendar years

### Misc. Medical Supplies

- Orthotic inserts (custom made) - \$400 every 36 months; orthopaedic shoes (custom made) - \$400 per calendar year; eye examinations up to max of \$50 every 2 benefit years if not covered by provincial plan; wigs following chemotherapy - lifetime max of \$500; trusses, braces, crutches, splints, breast prostheses as a result of surgery - \$200 per calendar year; mastectomy brassieres - max 2 per calendar year; artificial limbs or eyes, elastic support stockings - max 2 pairs per calendar year; stump socks - 5 pairs per calendar year; radiotherapy or coagulotherapy; oxygen, plasma and blood transfusions; prescribed glucometers - lifetime max of \$700

### Accidental Dental

- Treatment must be received and approved within 12 months of the accident

### Termination Age

- Age 70 or retirement if earlier

Each eligible employee shall submit his or her group health care claim directly to the group health care provider used by the Company.

#### 4. Dental Plan:

- a) 80% Basic Dental, Endodontic & Periodontic services
- b) Maximum **\$1000** annually for Basic, Endodontic & Periodontic services

#### Basic Services

- Includes scaling (**10** units every **12** months), polishing (**1** unit every **5** months); fillings; pit & fissure sealants for children under **19**; repairing, relining & rebasing dentures; X-Rays; Polishing - **1** unit of **15** minutes every **5** months; **Scaling & Root Planing** - **10** units of **15** minutes in any **12** month period; topical Fluoride - **2** treatments per year; Oral hygiene instruction - **1** unit of **15** minutes - one per lifetime; Space maintainers - **1** appliance per quadrant; Fillings - white fillings for front teeth only; Re-fabricated metal or plastic restoration - replacements separated by at least **36** months.

#### TMJ Syndrome

- Lifetime maximum of **\$1000**

#### Recall Exams

- Once every **9** months
- **1** complete examination every **36** months
- **1** exam per specialty every **36** months

#### Endodontics

- **1** standard treatment per tooth every **5** years

### Periodontics

- each type of surgery/procedure covered once every 12 months on same surgical site

### Termination Age

- Age 70 or retirement if earlier

5. The Company agrees to pay eighty percent (80%) of the monthly premium cost of the above plans.

### 6. Plan Texts

The Company shall provide copies of all the benefit plan texts to the Union as it pertains to the benefit plans under the Collective Agreement and shall provide updated copies whenever changes are made.

### Level 2 Employees

1. Group Life and A. D. & D. in the amount of sixty thousand dollars (\$60,000.00) effective July 24, 2006, and increasing by five thousand dollars (\$5,000.00) on July 1 of each year of the Collective Agreement.
2. Alberta Health Care.
3. Extended Health Care plan:

#### Deductible Amount

Individual - \$25 per year

Family - \$25 per year (satisfied by 2 or more members of the family unit)

#### Expenses Subject to Deductible Amount

All expenses excluding, Preferred Accommodation in a Canadian Hospital

Benefit Percentage

100%

Lifetime Maximum Benefit

Unlimited

List of Eligible Expenses:

Drugs

- Maritime Life Plan 84 - Prescription by Law; Smoking cessation products which require a physician's prescription are covered. Fertility drugs and treatment are covered, subject to a lifetime maximum benefit of \$2,400 per individual. Coverage does not include anti-obesity drugs, hair growth stimulants and cost of giving injections;

Ambulance

- Local ambulance - unlimited; Emergency transportation by air, subject to a maximum benefit equal to economy airfare for the insured and, if medically required, a medical attendant;

Preferred Hospital

- Semi-private accommodation;

Convalescent Care Facility

- Limited to a maximum benefit of \$20 per day for semi-private or private accommodation after 5 consecutive days of hospital confinement within 24 days of confinement for up to 180 days for each period of disability;

#### Outside Canada Referral

- Semi-private accommodation in hospital. Outside Canada expenses are subject to a lifetime maximum benefit of \$1,000,000;

#### Private Duty Nursing

- Limited to an overall maximum benefit of \$10,000 in any calendar year;

#### Orthopaedic Shoes

- Orthotic inserts limited to a maximum benefit of \$400 every 36 months per individual; orthopaedic shoes limited to a maximum benefit of \$400 per calendar year;

#### Paramedical

- Limited to a maximum benefit of \$500 per calendar year per specialty. 1 x-ray per practitioner per calendar year is covered;

#### Hearing Aids

- Limited to a maximum **benefit** of \$500 per person in any 60 consecutive months (**including** replacement);

#### Vision Care

- Eyeglasses (includes safety glasses\*) or contact lenses limited to a maximum benefit of \$200 per person in any period of 24 consecutive months;
- Medically required contact lenses limited to a maximum benefit of \$200 in any 24 consecutive months;

#### Eye Exams

- Eye examinations are covered up to a maximum of \$50 every 2 years if not covered under the provincial plan;

### Lab Tests and X-rays

- Laboratory tests and x-rays not covered by any provincial government plan, subject to a maximum benefit **of** \$500 per calendar year per individual.

### Accidental Dental

- Necessary dental treatment required as a result of an accidental injury must be completed within 12 months **of** the accident;

### Durable Medical Equipment

- Rental (or, purchase at the option **of** the Insurer) **of** a wheelchair, hospital bed, **or** oxygen equipment;

### Medical Aids and Prostheses

- Rental (or, purchase at the option **of** the Insurer) of trusses, braces, crutches, splints, breast prostheses as a result of surgery limited **to** \$200 per calendar year; mastectomy brassieres **limited** to a **maximum** of 2 per calendar year; artificial limbs or eyes are covered and the purchase of prostheses;

### Wigs

- Following chemotherapy limited to a lifetime maximum benefit of \$500;

### Elastic support stockings

- Limited to a maximum benefit of 2 pairs per calendar year;

### Stump Socks

- Limited to 5 pairs per calendar year;

### Radiotherapy

- Coagulotherapy; oxygen, plasma and blood transfusions are covered

## Glucometers

- Limited to a lifetime maximum benefit of \$700;

## Intra-uterine device

- IUD - 1 every 3 years & diaphragms limited to 1 per calendar year.

\* Travelaire Canada will pay a benefit of \$200 every 24 months for prescription safety glasses and Manulife Financial will pay the unpaid balance of the claim subject to the maximum specified above.

## Termination of Insurance

The date the employee attains 70 or earlier retirement.

Each eligible employee shall submit his or her group health care claim directly to the group health care provider used by the Company.

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 provide a benefit level of thirty-five dollars (\$35.00) per month, per year of service for service by employees after January 1, 1999.
- (e) 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 from July 1, 2006 to June 30, 2007.
- (f) 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 after July 1, 2007.
- (g) 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.
- (h) Travelaire will withdraw from the I.W.A.. Forest Industry Plan effective December 31, 1986.

7. Dental Plan:

- a) All employees with one or more years seniority will be eligible.
- b) Premium costs to be shared eighty percent (80%) by the Company and twenty percent (20%) by the employee.



### Deductible

- Nil

### Benefit Percentage

- 80% for employees and dependents for Minor Procedures
- 50% for employees and dependents for Major Procedures
- 50% for employees and dependents for Orthodontics

### Individual Calendar Year Maximum Benefit for Minor and Major Procedures only

- \$2,000

### Lifetime Maximum Benefit for Orthodontics only

- \$1,500 per individual

### Fee Guide

- The Fee Guide in effect in the province where the service is rendered on the date the charge is incurred.

### List of Eligible Expenses

#### Minor Procedures

- Diagnostics (oral examinations limited to 1 every 4 consecutive months, complete oral exam and diagnosis 1 every 36 consecutive months; x-rays: single diagnostic x-rays; complete series or equivalent 1 every 36 consecutive months; study casts: once per year; consultations)

- Preventive Therapy (1 unit of polishing every 4 consecutive months, 10 units of scaling every 12 consecutive months for adults and 2 units of scaling every 12 consecutive months for children under 13, topical fluoride, passive space maintainers for dependent children) (Unit of time = 15 minutes)
- Basic Restorative Dentistry, Extractions, Anaesthesia, Endodontics, Periodontics, Oral Surgery
- Oral Hygiene Instruction (once every 6 months)
- Repair, relining and rebasing of dentures

#### Major Procedures

- Removable prosthetic devices (initial installation, and replacement of dentures only after 12 months of coverage and for dentures which are 4 years old and no longer serviceable)
- Extensive restorative dentistry
- Fixed prosthetic devices (initial installation, and replacement of fixed prosthetic devices only after 12 months of coverage and for devices which are 4 years old and no longer serviceable)

#### Orthodontics

- Diagnosis or correction of teeth irregularities and malocclusion of jaws for dependent children only

#### Termination of Insurance

The date the employee attains 70 or earlier retirement.

#### 8. Plan Texts

The Company shall provide copies of all the benefit plan texts to the Union as it pertains to the benefit plans under the Collective Agreement and shall provide updated copies whenever changes are made.

**LETTER OF UNDERSTANDING**  
**between**  
**TRAVELAIRE CANADA LIMITED**  
**PRODUCTION**  
**RED DEER, ALBERTA**  
**and**  
**UNITED STEELWORKERS**  
**LOCAL 1-207**  
**EDMONTON, ALBERTA**

**Re: Overtime Procedure**

The parties agree to the following procedure to offer overtime to employees.

Overtime shall be offered by seniority to employees, provided they are capable of performing the work offered, in the department where the overtime is required. If no employee accepts to work the overtime the overtime work may be offered by seniority to employees outside the department provided they are capable of performing the work.

SIGNED THIS 16<sup>th</sup> DAY OF September, 2003

FOR:

TRAVELAIRE CANADA  
LIMITED

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\_\_\_\_\_  
\_\_\_\_\_

FOR:

UNITED STEELWORKERS,  
LOCAL 1-207

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**LETTER OF UNDERSTANDING**  
**between**  
**TRAVELAIRE CANADA LIMITED**  
**PRODUCTION**  
**RED DEER, ALBERTA**  
**and**  
**UNITED STEELWORKERS**  
**LOCAL 1-207**  
**EDMONTON, ALBERTA**

**Re: Call In Procedure**

The parties agree to the following call in procedure for employees **to** follow if unable **to** make it to work.

**An** employee unable to make it in to work must phone and make contact with the Production Manager or **the** employees' direct supervisor no later than thirty **(30)** minutes after the start **of** the shift.

SIGNED THIS 16<sup>th</sup> DAY **OF** September, 2003.

FOR:

TRAVELAIRE CANADA  
LIMITED

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\_\_\_\_\_  
\_\_\_\_\_

FOR:

UNITED STEELWORKERS,  
LOCAL 1-207

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**LETTER OF UNDERSTANDING**  
*between*  
**TRAVELAIRE CANADA LIMITED**  
**PRODUCTION**  
**RED DEER, ALBERTA**  
*and*  
**UNITED STEELWORKERS**  
**LOCAL 1-207**  
**EDMONTON, ALBERTA**

**Re: Spare Crew Leader**

The parties agree that the Company has the right to appoint the spare crew leader. The Company agrees that when appointing the spare crew leader, ability, qualifications and seniority shall be considered.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2006.

FOR:

TRAVELAIRE CANADA  
LIMITED

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\_\_\_\_\_

FOR:

UNITED STEELWORKERS,  
LOCAL 1-207

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