

# COLLECTIVE AGREEMENT

BETWEEN

INNOTECH AVIATION LIMITED  
OTTAWA

AND

THE INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS

TRANSPORTATION DISTRICT  
140/LOCAL LODGE 2413

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## ARTICLE 1 - DEFINITIONS

1.01 The following terms are defined as follows:

- (a) "Agreement"  
Agreement means the Collective Agreement in effect between the Parties including any letters or written amendments signed by authorized Company and Union representatives.
- (b) "Company"  
Company means Innotech Aviation Limited
- (c) "Employee"  
Employee means persons covered by the certification certificate issued to the International Association of Machinists and Aerospace Workers by the Canada Labour Relations Board.
- (d) "Parties"  
Parties means the Company and the Union as defined in this article.
- (e) "Union"  
Union means the International Association of Machinists and Aerospace Workers.

## ARTICLE 2 - PURPOSE

- 2.01 It is the purpose of this Agreement to promote continued good relations between the Company and those of its employees who are represented by the Union, and to set forth the terms and conditions of employment of such employees, and to deal with the relationship concerning other matters as between the parties hereto.
- 2.02 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of any employee's membership in the Union, or because of his activity or lack of activity in the Union.
- 2.03 It is understood whenever in this Agreement employees are referred to in the male gender, it shall be recognized as referring to both male and female employees.

## ARTICLE 3 - SCOPE

- 3.01 This Agreement applies to the bargaining unit certified by the Canada Labour Relations Board on June 11, 1992 and described as "all employees of Innotech Aviation Limited (which became Innotech Aviation, A division of I.M.P. Group Ltd. on April 1, 2003) at the Ottawa International Airport, excluding the office staff, the supervisors and those above"

## **ARTICLE 4 - SAVING**

- 4.01 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any court decision, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portion thereof, and the remaining portion shall remain in full force and effect.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 Subject to the provisions of this Agreement, the management and the operation of the business and the direction of the bargaining unit is, and shall remain, vested exclusively in the Company. The Company retains all rights and privileges which are not specifically relinquished by the present Agreement.
- 5.02 Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function and right of the Company to:
- (a) maintain order, discipline and efficiency;
  - (b) select, hire, discharge, retire, lay-off and recall, suspend, classify, direct, transfer, promote and demote, or otherwise discipline employees, subject to the terms and conditions of the grievance procedure provided herein;
  - (c) to maintain and enforce rules and regulations to be observed by the employees;
  - (d) generally, to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing to plan, direct and control operations, direct the bargaining unit, to determine the number and location of facilities, to determine the quality of services and processes, methods and procedures to be employed, to establish schedules of work subject to the terms of this Agreement, establish standard of performance, to select, procure and control supplies, materials, and products, to determine the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified by this Agreement.
- 5.03 The Parties agree that any new rules and regulations created following the execution of this Agreement will be given to the Union in writing and will be posted for employees.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 The Union agrees that there shall be no strikes and the Company agrees that there shall be no lockouts until either recourse is legally available under the Canada Labour Code. The terms "strike" and "lockout" shall bear the meaning given them in the Canada Labour Code.

## **ARTICLE 7 - ALTERATION OR STATUS OF AGREEMENT**

- 7.01 Exceptions, local or side agreements, or modifications of this Agreement may not be made except by mutual agreement in writing between the Company and the Union.
- 7.02 Nothing in this Agreement prevents either Party from requesting a meeting with the other in order to discuss any issues that may arise from time to time under the application of this Agreement.

## **ARTICLE 8 - CONTRACTING OUT**

- 8.01 The Company agrees that it will not contract out LSR or CSR positions if such contracting out would cause a currently employed LSR or CSR to be laid off. The Company will not contract out specialized services that can be performed by Bargaining Unit members using FBO equipment, skills and training.
- 8.02 Employees excluded from the bargaining unit do not perform the work normally done by employees in the bargaining unit. It is agreed that employees outside of the bargaining unit can perform that work in any situation requiring immediate action.

## **ARTICLE 9 - CHECK OFF**

- 9.01 The Company will deduct from each bargaining unit employee's wages the Union Dues as authorized by the Union. The full deduction will be split evenly between the first two (2) pay periods in each calendar month. The amount to be deducted shall not change except to conform with a change in the Union By-laws.
- 9.02 **As** a continuing condition of employment all employees covered by the scope clause herein must become and remain members in good standing in the Union within thirty (30) days of ratifying this Agreement.
- 9.03 It is agreed that the Union shall inform the Company promptly in writing, over the signature of the appropriate Union official, of the amount of the deduction to be made by the Company for regular Union dues and the Company shall have the right to continue to rely on such written notification from the Union.
- 9.04 Deductions shall commence with the first full pay period following the execution of this Agreement.
- 9.05 The amount of dues collected by the Company shall be remitted to the Union, together with a list of employees from whom deductions were made, no later than thirty (30) calendar days following the second pay period for which the second deduction was made.

- 9.06 If in any month an employee's wages are insufficient to cover the cost of a full deduction, the Parties agree that no deduction whatsoever shall be made. The amount of the dues not collected shall be waived by the Union and shall not be deducted from any subsequent pay period.
- 9.07 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, or pension deductions shall be made from wages prior to deducting Union dues.
- 9.08 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 10.02 The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:
1. The Union will be represented by a properly designated committee member who will be known as the Chief Steward and an alternate Shift Steward.
  2. The Union and Company will, at all times, keep the other party advised through written notice of any change in authorized representatives.

### 10.03 Step 1

An employee has no grievance until he has first given his immediate supervisor the opportunity to respond to the particular complaint. Any such complaint shall be discussed with the employee's immediate supervisor within four (4) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The employee may be accompanied by his Steward if he so desires. If the matter has not been settled within forty-eight (48) hours, the employee may proceed to Step 2.

### Step 2

Such employee with the assistance of his Steward shall put the grievance in writing stating:

- (i) the nature and particulars of the grievance;
- (ii) the remedy demanded.

The grievance will be signed by the employee and his Shop Steward. **The grievance shall be submitted to the Company's authorized representative(s) within seven (7) calendar days after the expiration of the forty-eight (48) hour period referred to in Step 1.**

### Step 2 - Meeting

Within five (5) calendar days of the grievance's submission at Step 2, the Company's representative(s) will hold a meeting with the grievor and his steward in an attempt to settle the dispute. The Union's business representative may attend if available during the five (5) calendar day period.

### Step 2 - Decision

The Company shall issue its final decision within five (5) calendar days of the meeting.

## **Discipline/Discharge**

A seniority employee who feels he has been unjustly disciplined or discharged may submit a grievance to Step 2 provided such grievance is submitted within five (5) calendar days of such discipline or discharge.

With reasonable promptitude the Chief Steward shall be notified in writing of any discipline taken against an employee including discharge and including the reasons for same.

- 10.04 Where the Company fails to reply within the time limits set out in this article, the employee may proceed to the next level in the process.
- 10.05 The Company reserves the sole right to make any decision regarding the retention, transfer, relocation, disciplining or discharge of an employee during his probationary period and the exercise of such right shall not constitute a difference between the parties for purposes of arbitration.
- 10.06 Subject to service requirements and the Supervisor's consent having been obtained in advance, Stewards may investigate and settle grievances during working hours. Employees shall not suffer a loss of pay while attending to the above. The parties shall cooperate with each other in this matter.
- 10.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration. If no such request for arbitration is received within fifteen (15) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned.

## **ARTICLE 11 - ARBITRATION**

- 11.01 When either party requests that a grievance be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement.
- 11.02 The parties to this Agreement will nominate a mutually agreed upon arbitrator to hear and decide on any outstanding disputes arising out of the grievance procedure.
- 11.03 No matter may be submitted to arbitration which has not been properly carried through all the steps of the grievance procedure applicable to that grievance. No person who has participated in an attempt to settle the grievance may act as arbitrator.
- 11.04 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 11.05 The decision of the arbitrator will be final and binding. The Parties shall each pay one half (50%) of the fees and expenses of the arbitrator. The party which subpoenas a witness will pay that witness' fees. Nothing in this article prevents a party from paying more to a witness than that required under the subpoena.
- 11.06 The time limits applying to the grievance/arbitration process herein are mandatory and failure to comply strictly with such time limits, except by written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

## **ARTICLE 12 - SENIORITY**

- 12.01 Seniority shall be on a classification basis and is defined as the length of service in the bargaining unit by classification. Employees with the same start date shall have their standing on the list determined in a random manner as established by the Union.
- 12.02 Any newly hired employee covered by this Agreement shall be on probation for a period of one hundred and twenty (120) calendar days from the date of employment. If retained after the probationary period, the employee shall be classified as permanent employee and be credited with seniority in his classification from date of employment. He shall be added to the seniority list. An employee will have no seniority rights during his probationary period. The probationary period may be extended by mutual agreement between the Company and the Union.
- 12.03 A seniority list by classification shall be produced and/or updated then furnished to the Union on January 1 of each year. The seniority list will also be posted on a bulletin board on the employer's premises. The list will show the employee's name, his classification, his ranking on the list in his classification and his date of employment (first day worked) by the



Company. Any error in the list must be brought to the Company's attention, in writing, within thirty (30) days of the posting of the list. When no protests are received within thirty (30) calendar days from first posting, seniority dates shall be considered correct for the purposes of this Agreement. The Company will produce a new seniority list when new employees acquire seniority upon completion of their probationary period.

**12.04** An employee shall lose all his seniority and will as a result be deemed terminated if he:

- (a) quits, retires, resigns or otherwise leaves of his own accord.
- (b) is discharged and the discharge is not reversed through the grievance or arbitration procedures.
- (c) has been laid off for twenty-four (24) months when seven (7) years or more of service have been completed upon lay off or has been laid off for twelve (12) consecutive months when less than seven (7) years of service have been completed upon lay off.
- (d) is absent from scheduled work for a period of three (3) consecutive work days without notifying the employer except in extenuating circumstances;
- (e) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than for which the leave was granted.
- (f) fails upon being notified of a recall to signify his intention to return to work within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the employer and fails to report to work within seven (7) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the Parties.
- (g) is absent to work due to illness or disability for a period of eighteen (18) months from the time such absence commenced.

**12.05** It is the employee's responsibility to inform the Company of his current address and telephone number at all times. If the employee fails to do this, the Company shall not be responsible for failure to notify.

**12.06** In all cases of layoffs and recalls, the following factors shall govern:

- (a) Seniority subject to the ability to perform the job required.

In all cases of promotion, demotion and other filling of positions in the bargaining unit, the decision shall rest with the Company provided that in the case of employees with equal skill, ability, experience and qualifications to do the work required, the employee possessing the greater seniority shall receive preference.

- 12.07 Employees who move to management positions within the Company will continue to accrue seniority in the classification from which they came for a maximum of six (6) months after which they will then be removed from the seniority list.

## **ARTICLE 13 - CLASSIFICATIONS**

- 13.01 The following classifications will be covered by the Agreement:

- (a) Customer Service Representative
- (b) Line Service Representative

- 13.02 Before the Company establishes a new job classification which falls within the scope of this Agreement, the Company shall consult with the Union as to the rates of pay and conditions of employment applicable to the new classification. Following such consultation, the Company will determine in its sole discretion, the rates of pay and conditions of employment for the new classification.

- 13.03 Employees temporarily assigned to a higher paid classification shall not accrue seniority in that classification but shall receive the higher rate of pay for such classification. Employees temporarily assigned to a lower classification shall not have their rate of pay reduced and shall not accrue seniority in that classification.

- 13.04 Employees promoted to a new position or transferred to another classification will also serve a three (3) month trial period. If the employee fails to perform satisfactorily in the new position or classification, they shall be returned to their former job at the rate of pay for that position or classification.

- 13.05 Employees may be selected by the employer to act as Lead Hands for all or a portion of a shift. For hours assigned to Lead Hand responsibilities, the employee will be paid an additional one dollar and fifty cents (\$1.50) per hour. Lead Hands are responsible to lead and to direct the LSR activities, and to provide assistance. A lead Hand is responsible to report activities and incidents on the shift but is not responsible for discipline.

## **ARTICLE 14 - LEAVES OF ABSENCE**

- 14.01 The employer may, at its sole discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable and shall state the reasons for the leave. Any such leave will be limited to six (6) months without loss of seniority.

- 14.02 Maternity/Parental leave shall be governed by the provisions in Part III of the Canada Labour Code.

- 14.03 Upon request from the Union, the Company shall grant leave without pay **to an employee who may be required as a witness and/or** Union official who may be required to handle union business. The Union agrees to notify the Company of any such requests at least seventy-two (72) hours in advance, whenever possible, and acknowledges that such leave allows the Company to change shift schedules during the employee's absence. In such case, Article 15.06 will not apply.
- 14.04 The Company reserves the right to limit the number of employees who can leave at any one time under the preceding Article. Where witnesses are required for an arbitration, or where a witness may assist in the investigation of a grievance, a complaint or a dispute, the parties will work out a means of providing for their attendance so as not to disrupt the employer's operation.

## **ARTICLE 15 - HOURS OF WORK AND SHIFT ARRANGEMENTS**

- 15.01 The following provisions designate regular hours of work over the posted schedule as determined by the Company subject to Article 15.06 herein.
- 15.02 The regularly scheduled work week, running from Monday to Sunday, shall be averaged over not more than thirteen (13) consecutive weeks to be forty (40) hours inclusive of a thirty (30) minute paid meal period per shift based on 2080 hours per year.
- 15.03 Consistent with the efficiency of operations of the Company and recognizing the paramountcy of refuelling all aircraft on time and in a safe and efficient manner, whether scheduled or not, the parties have agreed that the paid one half (½) hour meal period in each shift shall be taken at a time convenient to the employees' supervisor.
- 15.04 The Company will establish a set schedule of working assignments in order to respect the work week described above. Where practicable, the Company prior to implementing any schedule and/or shift change will give the Union an opportunity to present its views regarding any schedule or shift changes prior to the Company making its final decision.
- 15.05 Employees within the same classification will have the opportunity to bid for their preferred work assignment. In the case of over demand for certain assignments, the Company will give first choice to the employee with the longest seniority within the same classification.
- 15.06 Regular scheduled working hours, and days off of employees covered by this Agreement shall be posted on a bulletin board and shall not be changed without at least seventy-two (72) hours advance notice to employees affected by such change unless authorized by the Agreement. The Company will prepare a list of all shift assignments by job classification showing days off for each.
- 15.07 Any employee called to work or permitted to come to work when there is temporarily no work due to an Act of God or circumstances over which

the Company has no control, shall receive a minimum of four (4) hours' pay at the regular hourly rate, unless notified that there will be no work at the close of the last shift he worked or eight (8) hours before the start of his regular work shift, whichever period is the shortest.

- 15.08 A change of shifts or days off resulting from any and all such shift selections by seniority, as well as any change of shifts or days off as a result of a schedule change made effective as of a pay period Sunday whereby an employee works a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day in one (1) work week will not result in overtime pay.

## ARTICLE 16 • OVERTIME AND EXTRA SHIFTS

- 16.01 Overtime shall be offered as equitably as possible among employees in a classification when overtime is required and employees will not be required to suspend work during regular working hours to absorb overtime. Compliance with the procedures set out in this Article shall constitute an equitable offering of overtime.

On a voluntary basis, employee may choose to bank overtime hours subject to the following:

1. Maximum forty (40) hours in the employee's bank at any time.
  2. Overtime is banked and used at straight time.
  3. Banked overtime shall be paid at time and one-half (1½x) the hourly rate.
  4. Time bank must be cleared at the end of the calendar year each year and cannot be carried over.
  5. Time of taking banked time shall be mutually agreed upon.
- 16.02 The Union recognizes the necessity of overtime work in the airline industry and agrees to cooperate with the Company in this respect.
- 16.03 The Company may require reasonable overtime work and employees will perform such work in the event such is required from time to time. The Company will attempt to give as much advance notice as possible to employees chosen to perform such overtime.
- 16.04 Overtime will be offered to the employees within the classification in the following order:
- i) Full time employees on shift
  - ii) Part time employees on shift
  - iii) Full time employees coming on shift
  - iv) Part time employees coming on shift
  - v) Full time employees on days off
  - vi) part time employees on days off

vii) **Temporary employees**

viii) Employees outside the classification in the order outlined above

- 16.05 Time and one-half (1½x) the hourly rate, computed on an actual minute basis, adjusted to the nearest quarter (¼) of an hour, shall be paid for all work performed either prior to or after an employee's regularly scheduled hours.
- 16.06 For all work performed on a scheduled day off, the employee shall receive one and one-half (1½x) times the regular hourly rate for the first day off and double time (2x) for the second or subsequent days off.
- 16.07 Where an emergency or other unforeseen situation makes it impractical to follow the steps in the above Article, the Company may ask an employee currently at work to do the overtime required. Upon such a request the employee shall perform the overtime demanded. This procedure is deemed to be exceptional in nature.
- 16.08 Work done on a statutory holiday shall earn both the regular scheduled wage and a premium of one and one-half (1½x) the regular wage for each hour.
- 16.09 When overtime is worked in excess of four (4) hours beyond a regularly scheduled shift, the Company shall provide a meal allowance of eight dollars (\$8.00).

#### **ARTICLE 17 - STATUTORY AND FLOATING HOLIDAYS**

17.01 The Company agrees to grant the following paid holidays:

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

- 17.02 The Company shall pay the employees for all statutory holidays in accordance with the Labour Standards Provisions found in Part III of the Canada Labour Code.
- 17.03 Each employee will further receive one (1) floating holiday to be added to that employee's holiday entitlement. Such floating holiday will be taken at a time mutually agreed upon.

#### **ARTICLE 18 - VACATIONS AND VACATION PAY**

- 18.01 Consistent with the efficient operations of the Company, the granting of vacation will be by seniority. The Parties have agreed that it is in their mutual interest that employees take all their vacation within the appropriate year. As a result, there shall be no accumulation of vacation credits from one year to the next.
- 18.02 The annual vacation entitlement for permanent employees shall be determined by their service with the Company as at April 1<sup>st</sup> and

employees shall be entitled to receive their vacations prior to April 1<sup>st</sup> of the following year. Employees may not delay taking their vacation entitlement after March 31<sup>st</sup> of the following year without prior written approval of the Company.

Once vacations have been granted, any change by employer or employee can occur provided it is mutually agreed upon. All requests received after May 1<sup>st</sup> will be granted on an availability basis and will not take seniority into account.

18.03 The Company reserves the right to limit the number of employees on vacation at the same time. A maximum of two (2) calendar weeks at a time may be taken between June 1<sup>st</sup> and August 31<sup>st</sup>. Vacation time can also be taken in blocks of:

1 week + 5 broken days for a 2 week entitlement

2 x 1 week + 5 broken days or 3 x 1 week for a 3 week entitlement

3 x 1 week + 5 broken days or 4 x 1 week for a 4 week entitlement

A maximum of two (2) weeks at a time may be taken:

18.04 Employees will be entitled to the following vacation time based on years of service with the Company:

- |      |            |   |                                    |
|------|------------|---|------------------------------------|
| i)   | 1-5 years  | - | two weeks at 4% of yearly salary   |
| ii)  | 5-15 years | - | three weeks at 6% of yearly salary |
| iii) | 15 years + | - | four weeks at 8% of yearly salary  |

A week means five (5) working days.

## **ARTICLE 19 - EMPLOYEE BENEFITS**

19.01 The Company's responsibility for the benefits is limited to the payment of the premiums. Any dispute as to an employee's entitlement to benefits will be a matter for discussion between the employee and the insurance carrier. The Company reserves the right to substitute another reputable insurance carrier for the current one at its sole discretion as long as the overall employee benefits remain comparable.

19.02 The Company will pay the required premiums for the following benefits:

1. Life Insurance- Employer 100%
  2. Dependant Life Insurance- Employer 100%
  3. Accidental Death and Dismemberment- Employer 100%
  4. Extended Health - Employer 70%, Employee 30%
  5. Dental care - Employer 50%, Employee 50%
  6. Weekly Indemnity- Employer 100%
- a) A Group Profit Sharing Program will be established in which all employees with the exception of temporary employees and part time employees working less than twenty-five (25) hours will be eligible

to participate, subject to the following provisions:

- 1) Employees may contribute, through payroll deductions, a minimum of two percent (2%) of their basic rate of pay, each year, for time actually worked.
- 2) Employees are eligible to enroll provided they have at least two (2) years unbroken service with the Company on April 1<sup>st</sup>.
- 3) Employees may contribute amounts greater than those stated in the aforementioned provisions of paragraph 1, provided such contributions do not exceed the maximum allowed by government legislation. Each employee may adjust the amount of personal contribution to the Group RRSP on April 1<sup>st</sup> each year.
- 4) The Company shall contribute an amount equal to, but not exceeding, two percent (2%) of the employee's basic rate of pay, provided the employee has contributed the same.
- 5) The Company's contribution shall be remitted monthly. However, should the Ottawa Base not perform profitably during the fiscal year for which it has had contributions, said amounts or parts thereof may not be payable by the Company towards the succeeding year's Company contributions to the Group RRSP. Credits will not accrue for non-profitable years for which the Company makes no contributions to the Plan.

19.03 There will be a thirty-five cent (\$0.35) shift premium to be paid between the hours of 6:00 p.m. and 11:59 p.m. for all hours worked.

19.04 Each full time employee will be entitled to three (3) sick days every twelve (12) months. Sick days do not accumulate. The parties agree that the use of a sick day for purposes other than a legitimate illness will constitute just cause for dismissal.

19.05 In case of sickness, employees shall be paid for time lost up to the number of days to his personal credit, provided that in the case of a continuous absence of over three (3) days the employee will furnish, on request, to the Company a certificate from a medical doctor in support of such absence. The Company may request a more detailed medical certificate and will pay the costs for obtaining same if such is not covered by insurance whether OHIP or otherwise. The Company reserves the right to require medical certificates wherever an employee's absentee record indicates probable abuse by him of the sick leave policy and the employee has been notified to that effect.

19.06 It is the responsibility of the employee absent from work because of illness to report immediately such absences and the reason therefore to his immediate manager or its designee. This report shall be given as soon as practical, before the start of the employee's work shift, to the immediate manager or its designee.

- 19.07 Standard uniforms will be provided to the employees by the Company. The Company will further provide to each employee four hundred and twenty dollars (\$420.00) annually in cleaning vouchers for full time employees and two hundred and forty dollars (\$240.00) annually for part time employees to help subsidize the dry cleaning costs for keeping uniforms clean. Employees are expected to keep their uniforms clean and presentable.
- 19.08 The standard uniform remains the property of the Company and is to be returned when replaced or at the conclusion of an employee's employment. A standard uniform consists of the following:
- (a) Jackets: 1 parka, 1 bomber, 1 nylon shell, 1 pair insulated coveralls
  - (b) 3 pairs of pants,
  - (c) 2 long sleeve shirts,
  - (d) 2 short sleeve shirts,
  - (e) 2 ties,
  - (f) 1 sweater,
  - (g) Seventy-five dollars (\$75.00) per annum per full time employee for regulatory safety boots
  - (h) Seventy-five dollars (\$75.00) every other year per part time employee for regulatory safety boots.

The employee recognizes that safety boots are mandatory and must be worn at all times.

For the Customer Service Representative, a standard uniform consists of the following:

- (a) 2 black blazers
- (b) 2 white blouses
- (c) 2 black pants/shirts

The Company will replace shirts, pants and sweaters when deemed necessary, no less than twelve (12) months following the previous issuance of the item for full time employees and twenty-four (24) months for part time employees. The Company will replace the articles in item (a) above at its discretion.

- 19.09 Personal emergency leave for death in the immediate family up to a maximum of three (3) working days with pay shall be granted. The Union acknowledges that such leave allows the Company to change shift schedules during the employee's absence. Immediate family is defined as:

- a) The employee's spouse or common-law partner
- b) The employee's father and mother and the spouse or common-law partner of the father or mother
- c) The employee's children and the children of the employee's spouse or common-law partner
- d) The employee's grandchildren
- e) The employee's brothers and sisters



- f) The grandfather and grandmother of the employee
- g) The father **and** mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother, and
- h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

19.10 Employees called for jury duty shall receive regular salary for every day spent on jury duty up to a maximum of two (2) weeks less any fee received for such jury services.

## **ARTICLE 20 - SAFETY & HEALTH**

20.01 The Company and the Union agree to maintain a safe, sanitary and healthy workplace and the safe handling of equipment at all times as set out in Part II on Occupational Health and Safety of the Canada Labour Code. It is mandatory that both parties comply with the statutes and regulations which pertain to the employer's operation.

## **ARTICLE 21 -WAGE RULES**

21.01 The wage rates payable to employees during the term of this Agreement are as set forth in Schedule "A". Schedule "A" forms an integral part of this Agreement.

21.02 The hourly rates set out in Schedule "A" may increase or decrease but only if mutually agreed between the parties. Anyone earning more than their respective wage at the time of making this Agreement effective will be red circled until their wage rates meet those set out in the Agreement.

21.03 Employees shall be paid during their regular working hours, bi-weekly, on Thursday. The payment shall include all earnings up to and including the previous Sunday. For employees on days off on Thursdays, pay slips will be available the day before.

21.04 Pay slips will include a statement of all wages and deductions made for the pay period. The employee's statement shall include the number of hours worked and the overtime pay shall be listed separately from straight time.

21.05 Should the regular pay day fall on a holiday, or days when the shop or facility is closed down, employees will be paid on the proceeding day.

21.06 Employees recalled to work from a layoff shall be returned to their former position, if the job still exists, and shall not be paid at a lower rate than they were receiving prior to the layoff, unless a new contract as to wages shall at the time of recall be in effect between the Company and the Union, provided that if **the** job does not exist the recalled employee shall receive the job rate of the job accepted.

## **ARTICLE 22 - GENERAL AND MISCELLANEOUS**

22.01 a) A part time employee is an employee who is not regularly scheduled to work forty **(40)** hours per week. If a part time employee replaces

a full time bargaining unit employee or is performing work of a temporary nature in accordance with Article 22 (d) and is regularly scheduled for forty (40) hours per week on that assignment, that employee is still a part time employee and will immediately return to his former position on completing of temporary assignment.

- b) Part time employees shall come under the terms of Article 9 herein and the Company shall indicate on the formal remittance who the part time employees are.
- c) Part time employees shall not accrue seniority as provided in Article 12 herein but have a part time seniority list. Calendar seniority shall be used for lay off and recall and for purposes of being offered full time vacancies. Such vacancies shall be offered to part time employees in order of seniority. Part time employees may refuse full time employment and such refusal shall not prejudice the employees for future full time employment.
- d) All scheduled temporary work shall be offered first to part time employees and then temporary employees shall be hired, if required to replace the vacancy created by the part time.
- e) Limitation on part time employees:

2 Customer Service Representatives  
2 Line Service Representatives

If additional part time employees are required because of operational needs, the Union and Company will discuss and mutually agree. No reasonable request will be withheld.

- f) Lay offs will take place in reverse seniority order within classification.

Subject to Article 12.06, temporary employees will be laid off before part time employees and part time employees will be laid off before full time employees.

- g) With reference to part time and temporary employees:

- Article 15.02 does not apply
- Article 16.05 does not apply
- Article 17.03 does not apply
- Article 18 does not apply but is governed by Canada Labour Code
- Articles 19.01 and 19.02 are subject to group insurance contracts
- Article 19.04 does not apply
- Article 19.09 does not apply but is governed by Canada Labour Code
- Article 21.01 part time scale applies to temporary employees

In all situations in this Agreement where an employee may be entitled to collect a premium in addition to his regular rate, no more than one premium shall be paid for any hour worked. In addition, there shall be no pyramiding of overtime.

- 22.02 Employees will **be** required to punch in at the beginning of their shifts and to punch out at the end of their shifts. They should be in uniform and ready for work at the start of their shift and for all the entire shift period. All calculations for pay will be made based on the times listed on the punch cards. Any employee who has another person punch his punch card, or, is punching another employee's card will be susceptible to discipline up to and including dismissal for a first offence.
- 22.03 The Union agrees that there will be no union activity on the Company's premises during working hours without the express written permission of the Company except as permitted by this Agreement.
- 22.04 The Company agrees that there shall be no established maximum age limit in the hiring of employees.
- 22.05 a) An employee must be advised of any written report on his personnel file and shall have a right to reply to such written report. Such reply shall become part of the employee's personnel file upon request.
- b) disciplinary letters shall be removed from an employee's personnel record after a period of twelve (12) months for minor items, i.e., not a suspension or discharge, and after twenty-four (24) months for major items, i.e., suspension or discharge from date of issue s and shall not be used in any disciplinary matter including arbitration once such letters are removed, provided such employee's record is clear of any reprimand or warning on any discipline for a twenty-four (24) month period.
- c) An employee who is involved in any discussion with management in which discipline may result shall have the right to have a shop steward involved in any such discussion.
- 22.06 Any employee leaving the service of the Company will, on request, be furnished with a letter setting forth the individual's length of service, job or jobs performed and stating that the employee was laid off or resigned, as the case may be.
- 22.07 If new equipment is to be put into service by the Company, affected employees shall be given every opportunity to become familiar with the new equipment without change of classification or wages.
- 22.08 A place shall be provided inside of all Company facilities marked "International Association of Machinist and Aerospace Workers" where Union notices of interest to employees may be posted.
- 22.09 The Company will provide each employee with a copy of this Agreement at its own expense. If the Union wants to have the Agreement in a published booklet format then each Party will pay fifty percent (50%) of the costs of producing said booklet.

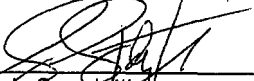
- 22.10 Unless otherwise specified, whenever the expression day or days is used in this Agreement, it shall refer to calendar day or days.
- 22.11 **A** Supervisor may authorize refreshment breaks during the hours of duty in certain designated areas.
- 22.12 Quarterly meetings will be held between the Company and the Union in order to discuss any issues that may arise from time to time under the application of this Agreement.

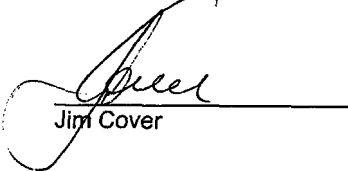
**ARTICLE 23 - EFFECTIVE DATE AND DURATION**

23.01 This Agreement shall be binding and supersedes all previous Collective Agreements and Letters of Understanding not specifically identified in this Agreement. It shall remain in effect from the date of execution of the Agreement until March 31, 2008.

DATED AT OTTAWA, THE 11 DAY OF May, 2004


The International Association of  
Machinists & Aerospace Workers  
Local Lodge 2413


  
Sandy Sperdutti  
Directing Business  
Representative

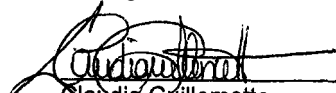
  
Jim Cover

  
Barin Meads

Innotech Aviation

  
Kirk Powell  
Executive V.P. & C.O.O

  
Bertrand Carrier  
Vice President & General  
Manager

  
Claudia Guillemette,  
Manager, Human Resources  
Innotech-Execaire Aviation Group

## SCHEDULE "A"

Schedule A applies as at the date of ratification and at each subsequent anniversary date of the contract.

Wage Schedule	4/1/ 2003	4/1/2004	4/1/2005	4/1/2006	4/1/ 2007
60 months	\$16.32	\$16.65	\$16.98	\$17.32	\$17.67
48 months	\$15.50	\$15.81	\$16.13	\$16.45	\$16.78
36 months	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
24 months	\$14.50	\$14.79	\$15.09	\$15.39	\$15.70
12 months	\$14.00	\$14.28	\$14.57	\$14.86	\$15.15
6 months	\$13.00	\$13.26	\$13.53	\$13.80	\$14.07
Entry level	\$11.85	\$12.09	\$12.33	\$12.58	\$12.83

Customer Service Representative					
Wage Schedule	4/1/2003	4/1/2004	4/1/2005	4/1/2006	4/1/2007
36 months	\$13.73	\$13.87	\$14.01	\$14.15	\$14.29
24 months	\$13.50	\$13.64	\$13.77	\$13.91	\$14.05
12 months	\$12.75	\$12.88	\$13.01	\$13.14	\$13.27
6 months	\$12.00	\$12.12	\$12.24	\$12.36	\$12.49
Entry level	\$11.05	\$11.16	\$11.27	\$11.38	\$11.50

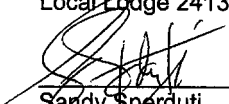
## Letter of Understanding #1

The following employees will have their hourly rates red-circled for the life of this agreement

Employee	Rate
John VanKoeverringe	\$18.00
Greg Law	\$18.00
Jim Cover	\$18.00
Pete Kohlemeyer	\$18.00

These employees will be paid a lump sum equivalent to 2% of earnings in the previous year which will be paid in February of 2004, 2005, 2006, 2007, and 2008.


The International Association of  
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Local Lodge 2413

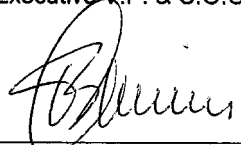
  
Sandy Sperduti  
Directing Business  
Representative


  
Jim Cover

  
Darin Meads

Innotech Aviation

  
Kirk Rowe  
Executive V.P. & C.O.O

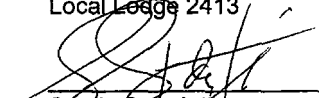
  
Bertrand Carrier  
Vice President & General  
Manager

  
Claudia Guillemette  
Manager, Human Resources  
Innotech-Execaire Aviation Group

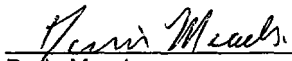
**Letter of Understandings #2**

Notwithstanding Article 12.04 c), Claude Lalonde will have recall rights for 18 months in the event that he is laid off prior to attaining seven (7) years of service.

The International Association of  
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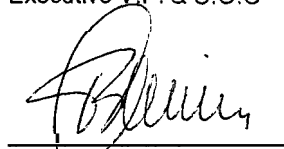
  
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