

THIS AGREEMENT MADE AS OF THIS 1ST DAY OF
FEBRUARY, 2011

BETWEEN.

PLH AVIATION SERVICES INC.

P.O. Box 218 Stn. L
Winnipeg, Manitoba, R3H 0Z5

(Hereinafter called the "COMPANY")

RECEIVED
AUG 12 2011

OF THE FIRST PART,

- and -

GENERAL TEAMSTERS LOCAL UNION 979

affiliated with the International Brotherhood of Teamsters
and Teamsters Canada
B1-1680 Dublin Avenue
Winnipeg, Manitoba, R3H 1A8

(Hereinafter called the "UNION")

OF THE SECOND PART.

FEBRUARY 1, 2011 TO JANUARY 31, 2016.

13677(02)

ARTICLE 1- INTERPRETATION AND EXTENT

Interpretation:

1:01 In the event that any word, phrase, sentence, Section or Article of this Agreement, is declared invalid by any Court of competent jurisdiction only such word, phrase, sentence, Section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.

ARTICLE 2 - UNION SECURITY



Coverage:

2:01 The Company recognizes the Union as the sole Bargaining Agent for the employees covered by this certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classification coming under the Union's certification.

Membership:

- 2:02 The Union shall have the exclusive right to determine who is a member in good standing.
- 2:03 Any employee who does not remain in good standing shall not be retained in the employment of the Company, subject to the Canadian Labour Code.
- 2:04 Any employee who has been laid off for any reason and who does not retain his/her membership in the Union will not retain his/her seniority with the Company.
- 2:05 All employees covered by this Agreement must be members in good standing of the Union.
- 2:06 New employees shall be required to sign authorization cards for deduction of Initiation Fees and Dues as required by the Bylaws of the Union. Such deductions shall be forwarded to the Union not later than the last day of the month in which deductions were made. The Company's liability under this Article shall be limited only to correcting any improper or inaccurate deductions of remittances.

The Company also agrees to deduct other assessments or charges as levied by the Union and so indicated on the monthly check-off list as provided by the Union to the Company.

Picket Lines:

2:07 It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties to refuse to cross a legal picket line which may block the entrance to the immediate work place or other airport entry points. However, it is understood and agreed by the parties that if the Company can provide alternate unpicketed entry points that employees will continue to perform their duties in an uninterrupted manner.

Strike and Lockout:

2:08 The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canadian Labour Code, Part 5 for the purpose of peaceful settlements of disputes. This Code provides that employees may legally strike and the Company may lock-out following the completion of the bargaining and conciliation process at the termination of an Agreement. However, in view of the orderly procedure established by this Agreement, as required by the Code for the settling of disputes, the Union agrees that during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial and the Company agrees that there shall be no lock-out either complete or partial. Any employee violating this Section may be subject to immediate dismissal and such dismissal shall be subject to the Grievance Procedure as set forth in this Agreement.

Business Representative:

2:09 The business representative of the Union shall be permitted access to the Company to attend to Union matters concerning employees in such departments, providing that such visits do not interfere with the operation of these departments. The Union representative will check with the office before making such visits.

Shop Steward:

2:10 The Union shall appoint or elect Shop Stewards from Regular Employees who have completed their probationary period and shall notify the Company in writing of the appointment or election. The Company shall only recognize such Shop Stewards when notified in writing by the Union and shall not discriminate against them for lawful Union activity.

Shop Stewards will suffer no loss of regular pay when processing grievances under Step 1 and 2 of the Grievance Procedure.

2:11 The Company shall allow time off without pay to any person who is serving on a Union committee or as a delegate providing all requests for time off are reasonable and do not interfere with the proper operations of the business and provided forty-eight (48) hours written notice is given to the Company by The Union specifying the length of time off.

ARTICLE 3 - HIRING

3:01 The Company agrees to contact the Union if new employees are required, and will give due consideration to all Teamsters members who apply, fairly considering their qualifications in relation to other applicants and the bona fide requirements of the Company. In the event that a person not a member of the Union shall be taken into employment by the employer, such person shall join the Union within fourteen (14) days of his/her hiring or be replaced. Joining the Union means filling out an application card.

3:02 The employer shall furnish to the Union, a list of new employees taken into employment by the employer by adding the names and Social Insurance Numbers of said employees to the monthly check-off list.

Contract and Hired Trucking:

3:03 The Company agrees not to sub-contract the fuelling of aircraft or mechanical work to any other Company unless the Company/Personnel do not have the facilities/skills to perform the work or for warranty work.

ARTICLE 4 - NEW CLASSIFICATIONS

4:01 If the Company desires to place new classifications of work under this Agreement the Parties agree to negotiate immediately the wages and benefits for such new classification and these wages and benefits shall be retroactive to the date of Commencement of the new classification.

ARTICLE 5 - DISCHARGE OF EMPLOYEES

5:01 The Company has the right to discharge any employee for just cause. Employees shall be notified in writing, the reason for their dismissal. A copy shall also be forwarded to the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

6:01 The Union recognizes the exclusive right of the Company to manage and direct the Company's business in all respects and in accordance with its commitments, and to alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement or the Canada Labour Code.

6:02 The Company shall always have the right to hire and to discipline, demote or discharge employees for proper cause.

ARTICLE 7 - WAGES AND WAGE STATEMENTS

Wages:

7:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

Statement:

7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee of the Company. Such statement shall show the hours worked, the total overtime hours worked, the gross amount of wages, vacation pay and pay for Statutory Holidays and all deductions made therefrom.

- 7:03 Employees shall be paid on Thursday of each week. Employees shall receive their pay by direct deposit into employees Bank Account. Documentation authorizing the Company to make direct bank deposits must be on file with the Company in advance of such implementation.
- 7:04 Vacation pay shall be paid on a separate prior to start of vacations upon written request of the employee two weeks prior to the applicable vacation period .
- 7:05 If an employee terminates on his/her own accord he/she will be paid on the next scheduled pay day of the following week.
- 7:06 In the event an error of eight (8) hours pay or more is made to an employees pay, it shall be promptly corrected by issuing a separate cheque to cover any such error.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Hours of Work:

- 8:01 The work week for all full-time employees covered by this Agreement shall be (5) consecutive days of eight (8) hours duration each with two (2) consecutive days off. All full-time employees shall work eight (8) straight time hours per day which will include a thirty (30) minute lunch period.

Where there is a mutual agreement between the Company and the Union, the Company may establish a work week consisting of four (4), ten (10) hour days. Such agreement shall take the form of an Addendum attached to and forming part of this Agreement.

- 8:02 a) The regular day shift hours of work for full-time employees shall be between 05:30-11:59 hours. A shift premium of fifty-five (\$0.55) cents per hour shall be paid to full-time and full-time/part-time for all hours worked between 12:00 - 19:59 hours.
- b) A shift premium of sixty-five (\$0.65) cents per hour shall be paid to full-time and full-time/part-time employees for all hours worked between 20:00 - 05:30 hours
- c) Shifts commencing between 05:30-11:59 hours will not be entitled to midnight shift premium.
- 8:03 Provided there has been prior authorization, any Lead who is requested by Management Personnel to carry a pager and be available on call for assigned duty, shall receive sixty (\$.60) cents per hour for all such hours authorized.
- 8:04 When a full time Employee reports for duty on his/her regular scheduled work day he/she shall be guaranteed a minimum of eight (8) hours work from his/her regular scheduled starting time unless the employee leaves of his/her own volition.

8:05 When full time Employees report for duty on a call back basis inconsistent with their regular scheduled work day or shift they shall be guaranteed a minimum of four (4) hours work. However, should the employee choose to leave of their own volition after completion of the duties they were called in for, and with the consent of Management, the employee will be paid a minimum of two (2) hours pay at the applicable overtime rates.

8:06 When an employee completes a continuous period of work of a duration which would not allow eight (8) hours off duty, before the start of the next scheduled shift, the employer shall have the option of granting the necessary time off with pay, or granting the employee the opportunity to work such hours at the rate of one and one-half times (1 ½ x) the employee's basic rate of pay.

8:07 All shifts will be bid on a minimum of twice annually and at a maximum of four times annually to coincide with airline flight schedules. These shifts will be posted seven (7) days prior to bidding. Classification seniority will prevail for purposes of bidding. All shift schedules are subject to change based upon airline flight schedules.

The Company reserves the right to revise shift schedules at any time to meet airline scheduling changes. When said revisions take place to awarded shift(s), should an employee's regular start time be revised by more than one (1) hour or the regular scheduled days off be altered, said employee(s) shall have the option of exercising their bumping rights. An employee so bumped shall then have the opportunity to bump with this process continuing until all employees affected have exercised their seniority. In the event that half or more of the shifts are affected by either airline schedule changes or the bumping described above, the company will post and rebid all shifts.

8:08 All new jobs or vacancies will be posted within and for seventy-two (72) hours for bids. Classification Seniority shall prevail for shift preferential related to new jobs or vacancies provided the employee is qualified.

There shall be no job bumping privileges except in the case of senior employees being displaced on their shift by a layoff or shift discontinuance. The senior employees may exercise their seniority over junior employees in the same classification and be placed on a shift of their choice. The senior employee may only exercise their preference once in each case of layoff or shift discontinuance.

Daily Overtime

8:09 All time worked immediately prior to and/or immediately following the employee's regular hours, shall be totalled and paid at applicable overtime rates.

8:10 Voluntary Overtime

a) Any shift of four (4) hours or more, will be first offered to employees who have not been scheduled forty (40) hours in the week, provided such shift will not exceed their forty (40) hours, thereafter such work shall be offered by classification seniority to all employees who are capable of performing the work and are available at the time the shift begins.

- b) Shift overtime shall be allotted wherever possible on the basis of classification seniority, in a voluntary manner, provided the employee is capable of doing the job.

Mandatory Overtime

- c) However, upon reaching the bottom of the list with respect to classification seniority, the junior employee on shift shall be required to work the overtime. For the purpose of this Article, the junior employee shall be the employee with the least classification seniority who has not been required to work eight (8) hours overtime in any given week. The Company shall use its best efforts to ensure any employee forced to work overtime shall be relieved with a voluntary replacement as soon as possible.
- d) Any employee who has worked less than eight (8) hours overtime in any given week can be required to work further overtime to a combined maximum of twelve (12) hours of overtime for that week.
- e) In the event an employee believes they have been unjustly required to work mandatory overtime, upon completion of such assignment (and within a seventy-two (72) hour period), the employee has the right to put forward a written complaint which will be reviewed by the Company and the Union.

8:11 All employees shall be entitled to accumulate overtime to create a “bank” of funds which may be taken at their discretion at a later date. The process shall include:

- a) A written request from the employee will be provided to the Company for the pay period in which they wish overtime to be accrued to their “bank”.
- b) Overtime to be allocated to the “bank” will be dollar for dollar at the established overtime rate as per Article 8:11. (I.E. - one hour of overtime worked, one hour at one and one-half (1-1/2) times the base rates credited to the “bank. No partial payments such as ½ time on pay cheque and straight time banked.)
- c) The maximum amount which may be banked will be the equivalent of two weeks pay.
- d) The “bank will be recorded in a dollar value, and not in time owed. The Company will produce a statement of banked amounts owing upon request of the employee.
- e) Banked Overtime is intended for use during periods of illness, accident or injury. The Company will use its best efforts to allow employees to utilize the Banked Overtime in the event of family emergencies or for extended bereavement leave.
- f) The employee will submit a written request to receive payment from their “banked pay”. Amounts requested can not exceed the amount of contributions made by the employee, and payment will be made to the employee on the next scheduled payroll.
- g) Banked amounts may be carried from one year to the next. However, the total maximum amount which may be contained in the bank remains at the equivalent of two weeks pay as noted in item “c” above.

ARTICLE 9 - SENIORITY

- 9.01 a) Seniority of each employee covered by this Agreement shall be established after a probationary period of one hundred and twenty (120) calendar days. All time off for injury, disability, illness, authorized leave of absence, etc.. shall be added to the probationary period. If the Employee is retained in the service of the Company beyond that date, his/her seniority will date from the day he/she was hired. During the probationary period, full-time Employees will be covered by and entitled to, unless specifically excluded, all of the terms and conditions of this Agreement, except that they may be displaced or discharged. Such discharge shall be deemed to be at sole and full discretion of the Employer and shall not constitute an arbitrable difference between the parties.
- b) **Company Seniority** shall be based upon date of hire and is applicable to:
- annual vacation entitlement
 - in the event of lay-off, bumping privileges from their existing classification to any other classification for which they are deemed to be qualified.
- c) **Classification Seniority** shall be based upon their commencement date within the classification, and is applicable to:
- shift bidding purposes
 - annual vacation bidding purposes
 - general holiday bidding purposes
 - overtime
 - layoff / rehire

Seniority list and classification:

9:02 The Company shall keep on its premises an up-to-date list of all employees showing the date when each commenced his/her employment and classification. The Company will forward a copy of this list to the union, at least once every three (3) months, and shall be forwarded with the check-off list.

Layoff and Rehire:

- 9:03 a) Employees shall receive seventy-two (72) hours notice of layoff except as follows:
- Where any labour dispute disrupts the movement of aircraft at the Winnipeg International Airport.
- b) The Company when laying off employees shall lay them off in reverse order of their seniority of employment within their classification.
- 9:04 When vacancies occur, the Company shall rehire laid off employees according to their seniority within their classification.

Layoff and Rehire:

9.05 There shall be three (3) classifications of seniority:

- a) Facility
- b) Fuellers
- c) Utility

Any employee wishing to transfer from one classification, will make application to the Company in writing, and will be given preference over a new applicant, provided he/she can meet the Company's qualifications for said classification.

When an employee transfers from one classification to another classification, he/she may retain his/her seniority in his/her former classification for a maximum of ninety (90) calendar days. The Company will make all attempts to assist employees through their qualifying period in new classifications. However, during the ninety (90) day qualifying period, should it be determined, in the reasonable judgement of the Company that the employee is not suitable in the new position, the employee will be moved back to their original position without loss of seniority.

In the event of a shortage of work in a classification, employees may revert to another position according to their Company seniority, and providing they are qualified for such new position.

Loss of Seniority:

9:06 Seniority will not be retained by any Employee who is laid off for lack of work and who is not recalled within a period of twelve (12) months from the date of layoff.

9:07 An employee laid off due to a reduction in forces shall, when laid off, file his/her address with the Company and thereafter keep the Company informed of his/her current address.

In rehiring after layoff the Company agrees to recall employees by job classification in the reverse order in which they were laid off (last one out, first one back), provided that the period of layoff does not exceed one (1) year. Notice of recall shall be sent by courier or double registered letter to the last address filed with the Company. Failure to respond within seven (7) days of the courier or double registered letter being sent automatically closes out the employee's record.

9:08 Employees who are promoted out of the bargaining unit into a non-Union position shall continue to retain and accrue seniority under this Agreement for a period of six (6) months. If he/she continues to perform in such job past the six (6) month period, his/her name will be removed from the Seniority List. Employees shall be eligible to exercise their rights under this Article on a one time basis only.

ARTICLE 10 - GENERAL HOLIDAYS

Entitlement:

10:01 a) Regular hourly rated employees will receive eight (8) hours pay at their regular hourly work time job classification rate for the General Holidays listed. The following General Holidays shall be observed:

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

If the Federal Government declares an official General Holiday it will be observed and paid for as such.

b) Due to the continuous nature of this operation, it may be necessary for employees to work on a General Holiday. In such cases the employee will be given an alternate day off with pay in lieu of the General Holiday and this may be taken as winter vacation.

The General Holiday schedule shall be made up of one block of five (5) days, or five (5) days taken individually and the remaining five (5) days will be paid to the employee in one block, upon a minimum of two (2) weeks notice from the employee.

Such General Holidays will be given at a time which is mutually agreed upon by the employee and the Company and may be taken in conjunction with Annual Vacations provided it does not interfere with another employee's Annual Vacation.

c) Employees are eligible for a General Holiday provided that the employee is entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the General Holiday.

Employees shall not lose entitlement for absence caused by a Workers' Compensation claim that has been qualified and accepted by the Workers' Compensation Board.

d) In the event of a General Holiday falling on an employee's day off, the employee will receive another day off with pay in lieu of that General Holiday.

e) An employee who works a scheduled shift on a General Holiday shall be paid in accordance with the Canada Labour Code. (Currently, time and one-half the regular rate of pay for all hours worked)

f) In the event that an employee works on a call out or call back basis on a General Holiday, said employee shall receive pay at one-half ($\frac{1}{2}$) the regular rate of pay for all hours worked in addition to pay as noted in Article 10:01 e.

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10:02 If an employee is laid off within thirty (30) days of any General Holiday(s) and then rehired within thirty (30) days of that Holiday, the employee shall receive General Holiday(s) credit, i.e.: Extra day's pay or day off with pay for each General Holiday falling within that period.

ARTICLE III- ANNUAL VACATIONS

11:01 Vacations will be granted on the basis of complete calendar years of service with the Company. A calendar year will be effective January 1 - December 31st of each year.

- (i) Employees commencing employment with the Company between the dates of January 1 and June 30, will have January 1 in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- (ii) Employees commencing employment with the Company between the dates of July 1 and December 31, will have January 1 in the year following commencement of employment for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- (iii) In the first year of employment employees will be credited with one day of vacation for each month of employment to a maximum of ten (10) days during that calendar year, such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.

11:02 All employees shall receive:

- a) Two (2) weeks vacation after the completion of each calendar year of service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages paid that employee during the year in which he/she qualified for such vacation.
- b) Who have completed five (5) years of continuous service with the Company shall receive in the next succeeding year of employment and each succeeding year thereafter, three (3) weeks vacation. Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages paid that employee during the year in which he/she qualified for such vacation.

- c) Who have completed ten (10) years of continuous service with the Company shall receive in the next succeeding year of employment and each succeeding year thereafter, three (3) weeks vacation. Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages paid that employee during the year in which he/she qualified for such vacation. Further, the employee shall receive one additional weeks pay which shall be in the amount equal to two percent (2%) of the gross wages paid that employee during the year in which he/she qualified for such entitlement. Payment of this additional week shall be made in the pay period immediately following receipt by the Company of a written request from the employee. Should the employee fail to make a written request prior to December 1, in the year of payment entitlement, the Company shall process payment automatically on the last pay period of said year.

- d) Who have completed fifteen (15) years of continuous service with the Company shall receive in the next succeeding year of employment and each succeeding year thereafter, three (3) weeks vacation. Payment for such vacation shall be in the amount equal to six percent (6%) of the gross wages paid that employee during the year in which he/she qualified for such vacation. Further, the employee shall receive two additional weeks pay which shall each be in the amount equal to two percent (2%) of the gross wages paid that employee during the year in which he/she qualified for such entitlement. Payment of this additional week shall be made in the pay period immediately following receipt by the Company of a written request from the employee. Should the employee fail to make a written request prior to December 1, in the year of payment entitlement, the Company shall process payment automatically on the last pay period of said year.

11:03 Employees will not be called out to work during any vacation period or days off attached thereto.

11:04 Should a General Holiday occur while an employee is on vacation he/she shall receive another day off with pay, in lieu of said General Holiday.

11:05 a) Commencing November 1st and prior to November 30th, the Company will have each employee meet with the Manager or his/her designate in order of seniority to select their choice of vacation time. If an employee fails to select his/her choice of vacation within the allotted time, vacation time shall be granted at the Company's discretion. The Company shall post the final vacation schedule by December 31 and it shall not be altered unless mutually agreed by the employee(s) affected and the Company.

Should designated vacation time become available for any reason, such vacation time shall be offered to employee's in order of seniority and the vacation schedule shall be amended accordingly.

b) During the prime vacation season (May 1 to September 30) the Company will use the following formula for the determination of the number of employees allowed on vacation at any one time:

In each classification: 1 to 10 employees = 1 off
 11 to 20 employees = 2 off

Preference for vacation shall be by seniority within each classification.

During the remainder of the year it is agreed to allow two (2) employees off at any given time. Any such position will be covered by part-time employees rather than relief employees.

- c) Annual vacations shall be allotted before General Holiday Blocks and seniority shall prevail.
- d) With regards to employees referenced in 11:02 c) & d) and with mutual agreement of the Company, applicable extra time off (one week after ten years and a further week after 15 years) may be requested after the completion of annual vacation bids.

11:06 Employees shall take their annual vacation within the calendar year they are entitled to said vacation.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

12:01 The meal break shall not commence before two (2) hours from the employee's starting time or commence later than six (6) hours from the employee's starting time. Employees not receiving a meal period between the designated times will be compensated for one-half (½) hour at time and one-half (1%) their base rate of pay.

Safety:

12:02 In keeping with the Canada Labour Standards, a Safety Committee shall be established, consisting of at least one (1) member from within the bargaining unit and one (1) member of management. The committee shall meet every month or earlier if required to discuss and recommend on safety matters and to promote a co-operative interest in the safety of the work force. Copies of the minutes of said meetings shall be forwarded to the Union and posted on the bulletin board.

In conjunction with the Safety Meetings, the Company and the Union will conduct joint industrial relations meetings on a quarterly basis to deal with operational issues not addressed by the Collective Agreement. This is not intended to preclude either party from processing grievances/issues on a timely basis as required and these meetings are not part of the grievance procedure.

The Company shall allow a maximum of one day off with pay per year to any employee who is an active member of the joint Health and Safety Committee at PLH, to attend approved Health and Safety training sessions. Requests for time *off* must not interfere with the proper operations of the business and provided one week's written notice is given to the Company by the applicable employee specifying the date and proposed course to be taken.

Safety Equipment:

12:03 Whenever the Company or the Canada Labour Standards regulations require equipment to be worn on the job, such equipment shall be provided by the company at no cost to the employee. The employee shall wear such equipment while in performance of their duties and shall be held responsible for such equipment and shall be charged for any damage or loss for which he/she can reasonably be held responsible.

12:04 a) It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition. No employee will be required to operate equipment that is not in compliance with the appropriate safety requirements for mobile equipment.

b) It shall be the duty of the employee to report in writing on the appropriate forms of the Company promptly but not later than the end of the shift, all safety and/or mechanical defects on the equipment which they have operated during that shift.

c) Should an unsafe condition, which could cause bodily harm, develop with a piece of equipment and it appears to be unsafe to operate, the supervisor shall investigate the alleged unsafe condition and the Company will make every effort to replace or repair such equipment, to prevent an employee from becoming injured. Such equipment will not be used in the interim period by bargaining unit employees but may be used by Management employees in emergency situations.

12:05 The Company shall provide First Aid provisions in accordance with the Canada Labour Standards.

12:06 It shall not be reason for discharge or suspension if any employee refuses to work in an area involving bomb scares or hijackings. If recognized airport authorities or those in charge decide any other area is unsafe, such area shall be included under this clause.

12:07 When an employee meets with a personal injury while on duty, which prevents him/her from completing his/her shift and the injury requires medical care, the employee shall be compensated for the full shift on that day.

Jury Duty:

12:08 A full-time employee having attained seniority who is required to perform Jury Duty on a day on which he/she would normally have been scheduled to work, will be reimbursed by the Company for the difference between the pay received for Jury Duty and his/her straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of eight (8) per day or forty (40) per week, less pay received for Jury Duty.

The employees will be required to furnish proof of Jury service and Jury Duty pay received.

12:09 It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors.

Bereavement:

12:10 Full-Time employees shall have bereavement leave entitlement as follows:

- (a) The Company agrees that in the event of bereavement in the immediate family of an employee as indicated below, to allow the said employee five (5) working days *off* with pay to attend the funeral and look after legal requirements of the estate should the need arise:

Wife (includes common-law & same sex)	five (5) working days
Husband (includes common-law & same sex)	five (5) working days
Son (includes step-son)	five (5) working days
Daughter (includes step-daughter)	five (5) working days

- (b) The Company agrees that in the event of bereavement in the family of an employee as indicated below, if funeral is attended, to allow the said employee, upon request, such time *off* as is necessary, not to exceed the specified calendar days in succession, and to pay for the days which they would otherwise have worked at their regular scheduled hours and regular hourly rate:

Father	four (4) calendar days
Mother	four (4) calendar days
Sister	four (4) calendar days
Brother	four (4) calendar days
Mother-in-Law	four (4) calendar days
Father-in-Law	four (4) calendar days
Grandparents	four (4) calendar days
Spouse's Grandparents	four (4) calendar days
Grandchildren	four (4) calendar days

Any other person covered by the Canada labour Code not covered in item (a) above will be added to item (b) and will not exceed four (4) calendar days in succession.

In addition to (a) & (b) above, should additional time *off* be required for travel arrangement, etc., upon request by the employee, an additional five (5) days *off* may be granted without pay.

Leave of Absence:

12:11 Leaves of absence shall be granted at the discretion of the Company. **All** applications for leaves of absence must be made in writing, all applications will be replied to in writing within three (3) working days and a copy of such will be remitted to the Union. Employees seniority protection shall be in accordance with the Labour Agreement.

Any employee hereunder on leave of absence engaged in gainful employment without prior permission from the Company and Union shall forfeit his/her seniority and his/her name will be stricken from the Seniority List and he/she will no longer be considered as an employee of the Company.

Medical Examinations:

12:12 The Company shall pay employees wages and medical fee through the Company specified Doctor for those employees who are requested by the Company or the Government to take a physical examination. In the event that an employee wishes to utilize the services of their family physician for Government requested physicals, the Company agrees to pay medical costs upon presentation of acceptable receipts, equal to the amount charged by the Company doctor for such examination. The employee shall be responsible for any cost in excess of the approved amount.

The examination shall be during working hours. If, following a Company requested medical examination, an employee is deemed to be physically incapable of carrying out his/her regularly assigned duties, the following procedure shall be applied:

In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee at his/her own expense, shall have the right to be examined by his/her personal physician. Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a Medical Consultant to examine the employee with respect to the dispute.

The findings of the consultant shall be final and binding. The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.

Should the consultant deem the employee to be capable of carrying out his/her regularly assigned duties, then the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.

The Company shall reimburse the employee for costs associated with obtaining a doctor's certificate requested by the Company.

Higher Classification:

12:13 If a person starts their day's work and provided they do not leave of their own volition, they shall not be paid less than the regular posted rate for the day. If work is to be made available at a lower classification such person shall be notified the day previous.

12:14 If an employee works at a classification of a higher rate for more than two (2) hours, the employee shall be paid a minimum of four (4) hours at the higher rate and if he/she works at a classification of a higher rate for more than four (4) hours, he/she shall be paid the higher rate for the whole shift. If possible, this work will be offered to full-time employees.

Protective Clothing:

12:15 a) Protective clothing shall be supplied by the Company consisting of raincoats, rain pants and noise suppressor. Such clothing is to be returned after use in good condition. Two (2) pairs of leather gloves will be issued in spring for summer use; two (2) pair of leather mitts with liners will be issued in fall for winter use. Worn out or damaged issues may be replaced within this period by turning in such damaged issues.

- b) Seven (7) sets of coveralls shall be issued to Fuelling/Utility and Facility Personnel. Employees will be responsible for all issued clothing. They are expected to be worn on the job only and will be replaced when worn out issued clothing is turned in. Abuse of issued clothing will render the employees liable for the cost of same.

Should the Company require the employees to wear any uniform, the Company will supply and maintain such uniform at no cost to the employees.

A mutually acceptable winter parka or insulated coveralls will be fully paid for by the Company and replaced every twenty-four (24) months. The Company will bear the cost of dry cleaning parkas/insulated coveralls, as selected by the Company, for use at work up to two (2) times per year.

The Company will supply a spring/fall type jacket replaced every thirty-six (36) months.

- c) If any of the above items are lost or subjected to needless wear and tear, the employee will be required to replace such articles. Any employee leaving the employ of the Company must return all of the above items at the time employment ceases.

Employee Parking:

- d) In those cases where the Company is unable to provide parking facilities for the employees, employee parking fees at the Airport Authority parking facilities will be paid by the Company.

Facilities:

- e) Proper washing facilities shall include hot and cold water, hand cleaner, towels, and wash basins. These shall be made available by the Company. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy with cooperation of the employees.
- f) Areas of suitable size shall be provided by the Company for protection of the employee's clothes and personal belongings.

Footwear Subsidy:

- g) Effective January 1st, 2012, the Company shall pay, without receipt, the following footwear subsidy, on or about February 15th of each year.

Full-time employees who have completed one (1) year of service, but less than five (5) years of service will receive a footwear subsidy of one-hundred dollars (\$100.00) which will be paid for approved footwear, summer or winter, acceptable to the Company.

Employees who have completed five (5) years of service, or more, will receive a footwear subsidy of one hundred and ten dollars (\$110.00) for approved footwear, summer or winter, acceptable to the Company.

Part-Time employees must complete two thousand and eighty (2080) hours of service to be eligible for an initial footwear subsidy in the amount noted above. Part-Time employees will receive subsequent footwear subsidies (as per the above years of service) for each additional two thousand and eight (2080) hours worked with a limit of one footwear subsidy per calendar year.

12:16 The employer agrees to provide notice board space readily accessible for Union notices of direct interest to the employees.

12:17 Under normal operating conditions, supervisors will not perform work covered under this Agreement except for training purposes and emergencies.

12:18 When employees are required to use their own vehicles to provide transportation while on Company business, or to provide transportation to or from work at locations other than Winnipeg International Airport, they will receive a travelling allowance of thirty-seven cents (\$0.37) per kilometre.

Any additional costs incurred by the employee while using his/her personal vehicle for company business will be reimbursed upon presentation of an acceptable receipt. This will include costs such as Parking, Tolls, etc., but will exclude fines for parking or traffic violations.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 All questions, disputes and controversies arising under this Agreement or any supplement hereto shall be adjusted and settled within the terms and conditions as set forth in this Agreement in the manner provided by this Article, unless otherwise expressly provided in this Agreement, the procedure for such adjustment and settlement shall be as follows:

STEP 1:

Any grievance of an employee shall first be taken up between such employee and the Company supervisor. Time limit to institute grievance:

- a) Termination or layoff - five (5) days.
- b) All others - ten (10) days.

However, such employee will be entitled to representation by a Shop Steward or a Union representative.

STEP 2:

Failing settlement under Step 1 such Grievance shall be reduced in writing and taken up between a representative of the Local Union or Shop Steward and the Resident Manager, Step 2 must be completed within five (5) working days from the completion of Step 1.

STEP 3:

Failing settlement under Step 2, such Grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving Party shall reduce his/her Grievance in writing and it will be referred to and taken up between the Business Representative of the Union and the General Manager authorized by the President of the Company. Such referral must take place within five (5) working days from the completion of Step 2.

STEP 4:

Failing settlement under the above Steps the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral person, the Department of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator will be required to hand down his/her decision within fourteen (14) calendar days following the completion of the hearing and his/her decision shall be final and binding on the two Parties to the dispute.

The Arbitrator shall not have the authority or power to add to, or delete from or amend any term of this Agreement.

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

The Company and the Union may mutually agree to waive any of the above steps and/or time limits in the Grievance Procedure.

13.02 Disciplinary Measures

In the event an employee is suspended for disciplinary purposes, they may choose one of the following at the time discipline is dispensed:

- a) Accept and serve the Suspension. An employee choosing a) will be deemed to have forfeit their right to Grieve under Article 13;
- b) Grieve the Suspension and remain on the job (except in cases of serious misconduct which would support immediately removing the employee from the workplace) until the Grievance is resolved. The discipline will be considered to be imposed at the time dispensed, however, the employee choosing b) will serve the Suspension (if a Suspension has been maintained) once the Grievance is settled and in accordance with the settlement.

The above does not apply in cases of discharge.

3.03 Disciplinary Investigations

The decision to conduct an incident review which may lead to a disciplinary action shall be communicated, to the employee or the shop steward within five (5) working days of the employee's regular schedule following the incident or knowledge of such incident by the Company; otherwise, any potential discipline resulting from the incident shall be rendered invalid.

This time period may be extended to ten (10) working days of the employee's regular schedule, following agreement between the Company and the Union that additional time is required to complete the investigation.

Once the investigation process is complete, the Company shall render its decision to the Employee in the form of a written confirmation as per Article 13.05 within three (3) working days with a copy to the Shop Steward and the Union Business Representative.

13.04 The Company agrees to review disciplinary actions older than twenty four (24) months upon request of the applicable Employee and will remove any discipline from an Employee's file where no further discipline has been issued in the preceding twenty four (24) month period.

13.05 Presence of a Shop Steward

Any employee covered by this Agreement who is called into the Company's office for a disciplinary action or interview shall be informed by the Company of the right to be accompanied by a Shop Steward. Where a shop steward is declined by the Employee, this shall be noted on the interview notes or the written discipline and initialled by the Employee.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14:01 Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of the employees to whom this Collective Agreement applies.

14:02 Should automation or technological change cause jobs to disappear, the employee shall have the opportunity to work (providing he/she is qualified and work is available) in another classification. Should training be required, the employee shall be allowed up to twenty-one (21) working days without any loss of pay.

ARTICLE 15 - SAVING CLAUSE

No employee who, prior to the date of this Collective Agreement, was receiving more than the rate of wages of this schedule, or working fewer hours than stipulated in this Agreement shall suffer a reduction in wages, special benefits or increase in hours because of the adoption of this Agreement, nor shall the employer suffer any loss of flexibility, utilization of employees, or past practice as a result of the adoption of this Agreement, unless specifically dealt with in the terms and conditions of this Agreement.

ARTICLE 16 - DURATION *

16:01 This agreement shall be for the period from and including the 1st (first) day of February, 2011 to and including the 31st day of January, 2016 and from year to year thereafter, subject to the right of either Party to the Agreement within ninety (90) days immediately preceding the date of expiry of this Agreement which is the 31st day of January 2016 by written notice to require the other Party to the Agreement to commence collective bargaining.

16:02 The Collective Agreement shall be effective February 1, 2011, unless otherwise specified.

16:03 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike or the employer shall lock-out or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

ARTICLE 17 - SUCCESSORS RIGHTS

17:01 The purchase, transfer, alienation by another in whole, or in part of this undertaking, shall not invalidate any certificate issued by the Labour Relations Board of Canada, any collective agreement or any preceding for the securing of a certificate, or for the making or carrying out of a Collective Agreement.

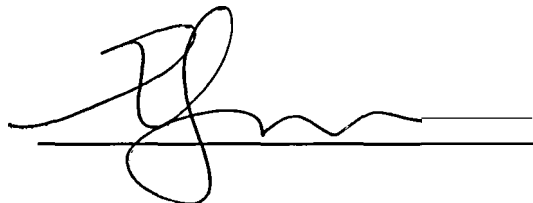
17:02 The new employer, notwithstanding the purchase, transfer division, amalgamation or changed legal structure of the undertaking, shall be bound by the certificate or collective agreements as if he/she was named therein, and shall become ipso facto, a party to the proceedings relating thereto in place and instead of the former employer.

DATED AT WINNIPEG, THIS 10TH DAY OF May, 2011.

PLH AVIATION SERVICES



GEN. TEAMSTERS LOCAL # 979



EFFECTIVE FEBRUARY 1ST, 2011

APPENDIX "A" - WAGE SCHEDULE

UTILITY

	<u>FEB. 7/77</u>		<u>FEB. 7/12</u>		<u>FEB. 7/73</u>		<u>FEB. 7/74</u>		<u>FEB. 7/75</u>	
Hire Rate	\$10.85		\$10.96		\$10.96		\$11.07		\$11.18	
After Red Pass	\$0.25	\$11.10	\$0.25	\$11.21	\$0.25	\$11.21	\$0.25	\$11.32	\$0.25	\$11.43
After Probation	\$0.25	\$11.35	\$0.25	\$11.46	\$0.25	\$11.46	\$0.25	\$11.57	\$0.25	\$11.68
Completion of 1 yr (2080 hours)	\$0.25	\$11.60	\$0.25	\$11.71	\$0.25	\$11.71	\$0.25	\$11.82	\$0.25	\$11.93
Completion of 3 yrs (6240 hours)	\$0.25	\$11.85	\$0.25	\$11.96	\$0.25	\$11.96	\$0.25	\$12.07	\$0.25	\$12.18
Completion of 5 yrs	\$0.85	\$12.70	\$0.85	\$12.81	\$0.85	\$12.81	\$0.85	\$12.92	\$0.85	\$13.03
Completion of 10 yrs	\$0.50	\$13.20	\$0.50	\$13.31	\$0.50	\$13.31	\$0.50	\$13.42	\$0.50	\$13.53
Less than 5 yrs	\$1.80		\$1.80		\$2.00		\$2.00		\$2.00	
More than 5 yrs	\$1.20		\$1.20		\$1.40		\$1.40		\$1.40	

FUELLERS WITH A VALID CLASS 1/2/3 LICENSE

	<u>FEB. 1/11</u>		<u>FEB. 1/12</u>		<u>FEB. 1/13</u>		<u>FEB. 1/14</u>		<u>FEB. 1/15</u>	
Hire Rate	\$13.07		\$13.20		\$13.20		\$13.33		\$13.47	
After Red Pass	\$0.25	\$13.32	\$0.25	\$13.45	\$0.25	\$13.45	\$0.25	\$13.58	\$0.25	\$13.72
After Probation	\$0.25	\$13.57	\$0.25	\$13.70	\$0.25	\$13.70	\$0.25	\$13.83	\$0.25	\$13.97
Completion of 1 yr (2080 hours)	\$0.25	\$13.82	\$0.25	\$13.95	\$0.25	\$13.95	\$0.25	\$14.08	\$0.25	\$14.22
Completion of 3 yrs (6240 hours)	\$0.25	\$14.07	\$0.25	\$14.20	\$0.25	\$14.20	\$0.25	\$14.33	\$0.25	\$14.47
Completion of 5 yrs	\$0.75	\$14.82	\$0.75	\$14.95	\$0.75	\$14.95	\$0.75	\$15.08	\$0.75	\$15.22
Completion of 10 yrs	\$0.50	\$15.32	\$0.50	\$15.45	\$0.50	\$15.45	\$0.50	\$15.58	\$0.50	\$15.72

INCENTIVE PREMIUMS

Less than 5 yrs	\$2.00		\$2.00		\$2.25		\$2.25		\$2.25	
More than 5 yrs	\$1.50		\$1.50		\$1.75		\$1.75		\$1.75	

PART-TIME & NEW HIRE FUELLERS (WITH A VALID CLASS 1/2/3)

	<u>FEB 1/11</u>		<u>FEB. 1/12</u>		<u>FEB. 13</u>		<u>FEB. 4</u>		<u>FEB. 1/15</u>	
Hire Rate	\$12.60		\$12.73		\$12.73		\$12.85		\$12.98	
After Red Pass	\$0.25	\$12.85	\$0.25	\$12.98	\$0.25	\$12.98	\$0.25	\$13.10	\$0.25	\$13.23
After Probation	\$0.25	\$13.10	\$0.25	\$13.23	\$0.25	\$13.23	\$0.25	\$13.35	\$0.25	\$13.48
Completion of 1 yr (2080 hours)	\$0.25	\$13.35	\$0.25	\$13.48	\$0.25	\$13.48	\$0.25	\$13.60	\$0.25	\$13.73
Completion of 3 yrs (6240 hours)	\$0.25	\$13.60	\$0.25	\$13.73	\$0.25	\$13.73	\$0.25	\$13.85	\$0.25	\$13.98
Completion of 5 yrs	\$0.75	\$14.35	\$0.75	\$14.48	\$0.75	\$14.48	\$0.75	\$14.60	\$0.75	\$14.73
Completion of 10 yrs	\$0.50	\$14.85	\$0.50	\$14.98	\$0.50	\$14.98	\$0.50	\$15.10	\$0.50	\$15.23
Less than 5 yrs	\$1.50		\$1.50		\$1.75		\$1.75		\$1.75	
More than 5 yrs	\$1.00		\$1.00		\$1.25		\$1.25		\$1.25	

FACILITY

	<u>FEB. 1/11</u>		<u>FEB. 1/12</u>		<u>FEB. 1/13</u>		<u>FEB. 1/14</u>		<u>FEB. 1/15</u>	
Hire Rate	\$15.75		\$15.91		\$15.91		\$16.07		\$16.23	
After Red Pass	\$0.25	\$16.00	\$0.25	\$16.16	\$0.25	\$16.16	\$0.25	\$16.32	\$0.25	\$16.48
After Probation	\$0.25	\$16.25	\$0.25	\$16.41	\$0.25	\$16.41	\$0.25	\$16.57	\$0.25	\$16.73
Completion of 1 yr (2080 hours)	\$0.25	\$16.50	\$0.25	\$16.66	\$0.25	\$16.66	\$0.25	\$16.82	\$0.25	\$16.98
Completion of 3 yrs (6240 hours)	\$0.25	\$16.75	\$0.25	\$16.91	\$0.25	\$16.91	\$0.25	\$17.07	\$0.25	\$17.23
Completion of 5 yrs	\$0.75	\$17.50	\$0.75	\$17.66	\$0.75	\$17.66	\$0.75	\$17.82	\$0.75	\$17.98
completion of 10 yrs	\$0.50	\$18.00	\$0.50	\$18.16	\$0.50	\$18.16	\$0.50	\$18.32	\$0.50	\$18.48
INCENTIVE PREMIUMS										
Less than 5 yrs	\$2.00		\$2.00		\$2.25		\$2.25		\$2.25	
More than 5 yrs	\$1.50		\$1.50		\$1.75		\$1.75		\$1.75	

PART-TIME & NEW HIRE FACILITY

	<u>FEB. 1/11</u>		<u>FEB. 1/12</u>		<u>FEB. 1/13</u>		<u>FEB. 1/14</u>		<u>FEB. 1/15</u>	
Hire Rate	\$15.20		\$15.35		\$15.35		\$15.51		\$15.66	
After Red Pass	\$0.25	\$15.45	\$0.25	\$15.60	\$0.25	\$15.60	\$0.25	\$15.76	\$0.25	\$15.91
After Probation	\$0.25	\$15.70	\$0.25	\$15.85	\$0.25	\$15.85	\$0.25	\$16.01	\$0.25	\$16.16
Completion of 1 yr (2080 hours)	\$0.25	\$15.95	\$0.25	\$16.10	\$0.25	\$16.10	\$0.25	\$16.26	\$0.25	\$16.41
Completion of 3 yrs (6240 hours)	\$0.25	\$16.20	\$0.25	\$16.35	\$0.25	\$16.35	\$0.25	\$16.51	\$0.25	\$16.66
Completion of 5 yrs	\$0.75	\$16.95	\$0.75	\$17.10	\$0.75	\$17.10	\$0.75	\$17.26	\$0.75	\$17.41
Completion of 10 yrs	\$0.50	\$17.45	\$0.50	\$17.60	\$0.50	\$17.60	\$0.50	\$17.76	\$0.50	\$17.91

INCENTIVE PREMIUMS

Less than 5 yrs	\$1.50		\$1.50		\$1.75		\$1.75		\$1.75	
More than 5 yrs	\$1.00		\$1.00		\$1.25		\$1.25		\$1.25	

If the Company designates an employee of the facility maintenance department to be a lead he/she shall receive the same cents per hour differential that exists between the lead fueller classification and fueller.

~~**There will be a cash payment equal to the CPI of the previous year paid in years 4 and 7 of this Agreement.**~~

Agreed to remove.

Overtime:

All overtime will be paid at one and one-half (1%) times the base rate of pay. Base rate does not include Incentive Premiums.

Trainer Premium:

Approved Training instructors shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour above their respective classification while actively training another employee.

Maintenance Certificate Premium:

Facility employees who possess a valid automotive or heavy duty diesel certificate acceptable to the Company shall be paid a premium of one dollar (\$1.00) per hour above their respective classification while actively working in their duties as a Facility person.

Lead Hands:

- a) Shall be defined as a person who performs regular classification duties and directs the work of others.
- b) Shall not have the authority to hire, dismiss or discipline other employees and the employee shall be a member of the Union.
- c) It is understood that the Lead Hand will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour above their base rate of pay.
- d) Lead Hand shifts will be bid upon in conjunction with biannual shift bidding as defined in Article 8:06 of the Agreement. Only Company certified (as defined by posted Company standards) Lead Hands will be eligible to bid such shifts.
- e) The Company will use its best efforts to train and certify employees who wish to become future Lead Hands.

Full-Time / Part-Time Employees:

The parties hereby agree that full-time/part-time employees shall be utilized as follows;

- a) There shall be a maximum of four (4) employees in the full-time/part-time category at any given time.
- b) These positions shall be posted for bid, and awarded based on Company Seniority to the employee who is available for up to forty (40) hours per week.
- c) The full-time/part-time employees shall be entitled to, and the Company shall provide Health and Welfare as per Appendix "B", and shift premiums as per article 8:02 of the collective agreement.
- d) The full-time/part-time employees shall be utilized primarily to fill full-time shifts whenever possible, i.e. vacations, compensation, leaves of absence, et..
- e) Full-time/part-time employees will not be guaranteed forty (40) hours per week.
- f) The Company will not use this classification as a means to circumvent hiring of full-time.

Part-time Employees

1. Part-time employees may be used to supplement peak operating periods, and to replace regular employees on sick leave, vacation, General Holidays, or authorized leave of absence as required by the Company.
2. When a part-time employee is called and reports for duty, he/she shall be guaranteed a minimum of four (4) hours work and/or pay.
3. Should a part-time employee work more than forty (40) hours in a week or more than eight (8) hours in a day, he/she shall be paid overtime rates in accordance with the overtime provision of this Agreement.
4. Part-time employees shall be excluded from shift premiums, and any health and welfare benefits of this Agreement.
5. Part-time employees shall be issued safety equipment and protective clothing provided for under this agreement.
6. Part-time employees shall be carried on a part-time roster and where practicable shall be called into work according to their position on the roster.
7. Part-time employees shall not accrue seniority within the full-time classification of seniority.

- 8 Part-time employees shall bid annual vacation after all full-time employees have been awarded their annual vacation and then part-time employees shall bid their general holiday entitlements after all full-time employees have been awarded their general holiday entitlements.
9. Unless prior authorization is received from the Company for specific time periods, part-time employees must be available to work a minimum of three (3) shifts per week based on the Company weekly schedules of Sunday (00:01 hours) through Saturday (23:59 hours). The Company shall not unreasonably withhold authorization of such requests made by part-time employees.

Tool Insurance

The Company will provide tool insurance to cover Facility Personnel tools. Each Facility person will keep and maintain a minimum list of tools as provided by the Company in Appendix "C". Each year by December 1, a tool inventory will be filed with the Manager. Tool insurance covering fire and theft to a maximum of two thousand dollars (\$2,000.⁰⁰) per Facility person with a one hundred dollar (\$100.⁰⁰) deductible shall be provided by the Company.

Tool Allowance

The Company agrees to provide replacement for all broken tools provided such tools are turned into the Manager. Any specialized tools, not included in the above listing, required to maintain Company equipment will be provided at Company expense under the specialized tools provision of Appendix "C" of the existing Agreement.

Utility Class

Utility personnel will be utilized to perform tank farm painting, grounds keeping, truck loading, receiving fuel, courier service, parts pickup, janitorial etc. and will not be used for technical or aircraft refuelling duties.

DATED AT WINNIPEG, THIS 10TH DAY OF MAY, 2011.

PLH AVIATION SERVICES

GEN. TEAMSTERS LOCAL # 979

Paul Lead

[Signature]

APPENDIX "B"

HEALTH AND WELFARE PLAN

HEALTH AND WELFARE BENEFITS

- B1.01 (a) The Company agrees to arrange with General Teamsters Union Local No. 979 for the "Prairie Teamsters Health and Welfare Plan" with the exclusion of Long Term Disability coverage. Coverage will be for its full-time and full-time/part-time employees who are members of the Union and their eligible dependants coming under the jurisdiction of this agreement. The Company's only obligation with respect to these insured benefits is to arrange for them, to remit the required premiums and make contributions toward the premiums as detailed below. Any claim for entitlement will be governed by the terms of the applicable plan documents, which do not form part of this Collective Agreement and are not arbitrable.
- (b) Membership in the Health and Welfare Plan shall be compulsory for full-time and full-time/part-time employees,
- (i) Any member of the Union who is in the employee of the company on a full-time or full-time/part-time basis on the effective date of the Health and Welfare Plan shall join the Plan on that date.
 - (ii) Any full-time or full-time/part-time employee who is hired by the Company after the effective date of the Prairie Teamster Health and Welfare Plan, shall join the Plan on the first day of the month immediately following ninety (90) calendar days from their date of employment with the Company.
 - (iii) The cost of the Plan shall be borne as follows:

1 through 2 years of service	Sixty percent (60%) by the Company, forty percent (40%) by the participating member
Upon completion of 2 years	Sixty-five percent (65%) by the Company, thirty-five percent (35%) by the participating member
Upon completion of 4 years	Seventy percent (70%) by the Company, thirty percent (30%) by the participating member
Upon completion of 5 years	Seventy-five percent (75%) by the Company, twenty-five percent (25%) by the participating member

Premiums payable by the employee shall be made by payroll deduction on a weekly basis.

Note: Existing employees hired on or before date of ratification in 2006 will share the cost of the plan on the basis of seventy five percent (75%) by the company, twenty five percent (25%) by the participating member.

- c) When an employee goes off work ill, or on compensation, the Company shall continue to forward both the Company's and the employee's share of their Health and Welfare premiums so that the employee will be protected to the utmost, provided:
 - i) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than three (3) months in arrears, or
 - ii) has reached a mutually acceptable agreement with the Company to extend such time.

When an employee returns to work, the Company shall deduct from their earnings any monies the Company has paid out in respect to their contributions. The Company reserves the right to take legal action against any employee who does not return to work or who refuses or neglects on demand at their last known address to make restitution for such monies owed to the Company.

The Plan shall consist of:

- a) Medical, Surgical and Obstetrical coverage in accordance with the standard plan of service provided by Medicare in the province in which the full-time and full-time/ part-time employee is domiciled.
- b) Group Life Insurance - in the amount of Twenty Thousand dollars (\$20,000) life insurance for each full-time and full-time/part-time employee, after ninety (90) days of employment.
- c) Accidental Death and Dismemberment Insurance - in the amount of Twenty Thousand dollars (\$20,000) for each full-time and full-time/part-time employee, after ninety (90) days of employment.
- d) Dental Plan - consisting of payment of ninety percent (90%) of diagnostic, preventative, restorative services, etc..
 - Payment of sixty percent (60%) of elective procedure, (crowns, bridges and dentures)
 - Payment of fifty percent (50%) of orthodontia (certain limitations)
- e) Short Term Disability - for loss of working time due to non-occupational bodily injury or sickness - consisting of \$413 per week to a maximum of 26 weeks.
- f) The Union agrees to limit the company's annual cost increase of this plan to a maximum of five dollars (\$5.00) per year, per eligible employee, for the life of this agreement. The cost of the Prairie Teamsters Health and Welfare Plan is two hundred and sixteen dollars (\$216.00) per eligible employee per month.

- g) It will be the responsibility of the Company to ensure that all employees are enrolled in the health and Welfare Plan and for making premium remittances on their behalf. Failure of the Company to enroll employees, forward completed forms and/or remit premiums on the due date, being the tenth (10th) day of each month, to the trustees will cause the Company to be liable for any claims arising thereof.
- h) It shall be the Union's responsibility to supply all necessary enrollment forms to the Company.
- i) The employer shall remit the premiums to the administrator, as designated by the Trustees of the Health and Welfare Plan. It shall be the Trustee's responsibility after receipt of the premiums to distribute same to applicable insurance underwriters.

R.R.S.P

Effective January 1st, 2012, the Company shall offer to all full-time Employees who have completed at least one (1) year of service, the opportunity to participate in a Registered Retirement Savings Program (RRSP). Participation in said Program is voluntary. Employees can invest in the RRSP program through the Royal Bank, as outlined by the Company.

The Employees can elect weekly payroll deduction of \$5.00, \$10.00 or \$20.00 and/or a lump sum payment twice per year. For each one dollar (\$1.00) invested by the Employee, the Company will deposit fifty cents (\$0.50) into the Employee's account. The Company's maximum annual contribution match will be Five Hundred Dollars (\$500.00). Enrolment in said program can only be accomplished on the first day of a calendar day month, and will begin prospectively once an enrolment form is received by the Company.

DATED AT WINNIPEG, THIS 10TH DAY OF MAY, 2011.

PLH AVIATION SERVICES

GEN. TEAMSTERS LOCAL # 979

Pinhead

[Signature]

APPENDIX "C"

TOOLS

<u>Craftsman Tool</u>	<u>Description</u>	<u>Approximate Cost</u>
Shallow Sockets:	1/4" Drive	\$30.00
	3/8" Drive	47.38
	1/2" Drive	66.41
Deep Sockets:	1/4" Drive	36.91
	3/8" Drive	55.46
	1/2" Drive	83.44
Extensions:	1/4" Drive 1-1/2" Long	13.99
	3" Long	14.29
	6" Long	14.99
	14" Long	19.99
	3/8" Drive 1-1/2" Long	13.99
	3" Long	14.99
	6" Long	16.99
	10" Long	17.99
	20" Long	28.99
	1/2" Drive 2" Long	16.99
	3" Long	17.99
	6" Long	18.99
	10" Long	20.99
20" Long	31.99	
6" Crescent Wrench	15.70	
10" Crescent Wrench	18.90	
Vise Grip Pliers	21.59	
Flat Chisel	22.50	
Wire Strippers	26.20	
Snapping Pliers	19.87	
Pipe Wrench 8"	17.35	
Pipe Wrench 10"	20.30	
Trouble Light	25.00	
"0" Ring Pick	13.00	
Test Light	19.80	
Feeler Gauge Set	21.05	
Spare Plug Socket 1/2" Drive	18.00	
1/2" Drive Standard Metric Set	189.99	
Comb. Wrench Set 1/4" - 1-15/16"	203.82	
Ball Pein Hammer	15.00	
.....	18.00	
Punches	35.00	

Screw Drivers:	Robertson	69.99
	Phillips	
	Flat	
Allen Wrenches		21.83
1/2" Torx Drive Set		13.92
Needle Nose Pliers		6.88
Slip Joint Pliers		3.90
Standard Pliers		3.90
Side Cutter Pliers		6.80
Other Tools to be Determined & Agreed Upon		568.95
TOTAL		\$2,000.00
<u>INSURED BY COMPANY FOR VALUE OF</u>		<u>\$2,000.00</u>

APPENDIX "D"

INCENTIVE PREMIUMS

1. Incentive Premium accrual period will be from January 1st to December 31st (inclusive) of each year.
2. Payment of Incentive Premiums will commence April 1st of the following year.
3. Timing allows three months to reconcile each employees position, review entitlements with each employee, perform a secondary review at corporate office and implement applicable rate changes to the payroll system.
4. Each category provides an entitlement as follows:

Full -Time Fuellers (One thru five years of service)

Thirteen cents (\$0.133), total of 5 categories, potential total \$2.00

Part -Time Fuellers (One thru five years of service)

Ten cents (\$0.10), total of 5 categories, potential total \$1.50

Full - Time Facility (one thru five years of service)

Thirteen cents (\$0.133), total of 5 categories, potential total \$2.00

Part - Time Facility (one thru five years of service)

Ten cents (\$0.10), total of 5 categories, potential total \$1.50

All Utility (one thru five years of service)

Fifteen cents (\$0.15), total of 4 categories, potential total \$1.80

Full entitlement is based on the preceding three (3) fiscal years. Effectively provides employee's with a total potential premium entitlement ranging between \$2.00 and \$1.50 (dependant upon classification/years of service) per hour to be paid for each regular hour worked in the next twelve months commencing April 1st.

These incentive rates will be increased in 2013 as noted in Appendix "A".

5. Employees on the payroll prior to December 31, 2000 will utilize their individual performance history for the previous three years to establish their respective wage rates.
6. Eligibility for the Incentive Premiums will be based on 0 - 1040 and 1041 - 2080 hours worked per year. (IE - 0 to 1040 hours worked provides 50% of the Incentive Premium eligibility. 1041 to 2080 hours worked provides 100% of the Incentive Premium eligibility.)

Categories

Incentive Premiums will be deducted for incidents attributable to the employee in the following categories;

- a) **Accidents:** (Where after investigation, the fault is attributable to an employee)
 - i. Any accident involving an aircraft regardless of repair costs
 - ii. Any vehicle accident with repair costs in excess of \$750.00
 - iii) Cumulative accidents with repair costs exceeding \$750.00 (IE - 2 accidents valued at \$300.00 each and one accident valued at \$151.00)

- b) **Spills:** (Where after investigation, fault is attributable to an employee)
 - i. Gasoline, Diesel - Any human error spill which exceeds two and one-half (2.5) feet in any direction, or, in excess of two(2) Litres, or, which enters any form of drain, or, has the potential of causing environmental damage.
 - ii. Jet Fuel- Any human error spill which exceeds five (5) feet in any direction, or, in excess of twenty-five (25) litres, or, which enters any form of drain, or, has the potential of causing environmental damage).
 - iii. Hazardous Shop Materials- (Oils, AIA, Glycol, Antifreeze, Battery Acid, etc.) Any human error spill which exceeds two (2) feet in any direction, or, in excess of two(2) Litres, or, which enters any form of drain, or, has the potential of causing environmental damage.

- c) **Delays :** Any human error delay regardless of time involved, where after investigation, fault is attributable to an employee.

- d) **Tardiness:**
 - i. Any accumulation of four late's (or multiples of four late's)per year.
 - ii. Being late for reasons of extreme weather conditions will be reviewed on a case by case basis to determine whether they should apply.

- e) **Disciplinary Actions :**
 - i. Disciplinary actions related to Accidents, Spills, Delays, Tardiness are excluded from this category to prevent the employees being deducted twice for the same incident.

Note: Deductions will be based on a per occurrence basis with the exception of;

- I. Vehicle accidents under \$750.00 which requires an accumulation in excess of the \$750.00 limit.
- ii. Tardiness which allows four late's in any given fiscal year
- iii. Individual infractions. (Discipline actions commence, on minor offenses, with an accumulation of 3 infractions i.e. not wiping nozzles)

f) **Suspensions:**

- I. To preclude any employee from losing wages twice (i.e. both pay and incentive points) resulting from a suspension from work for cause, the Company agrees to reimburse lost wages at straight time without premiums to any employee who is suspended.
- ii. Reimbursement will take place at the commencement of the next subsequent incentive premium payment year. For example, an employee is suspended without pay for cause for a one day period in July of 2004. During the review process between January 1st, 2005 and March 31st, 2005 it is determined the suspension will impact the employees future incentive premiums, said employee will be reimbursed for straight time hours lost due to the original suspension of July 2004 in the first week of April 2005.

Categories

Examples:

1. At January 1st, 2002, a fueller has worked for three years without incident in any of the categories. They are therefore entitled to the full amount of \$2.00 Incentive Premium for each regular hour worked effective April 1st, 2002.

In the subsequent accrual year (2002) they incur one delay. Their Incentive premium entitlement will be reduced by thirteen & 1/3 cents (\$0.133) to \$1.867 Incentive Premium for each regular hour worked effective April 1st, 2003.

2. At January 1st, 2002, an employee has worked for one year (2001) without incident in any of the categories. They are therefore entitled to the amount of \$0.665 Incentive Premium for each regular hour worked effective April 1st, 2002.

In the subsequent accrual year (2002) they incur two delays. Their Incentive premium entitlement will be reduced by twenty-six .six cents (\$0.266) and they will receive \$1.064 Incentive Premium for each regular hour worked effective April 1st, 2003.

Incentive Categories are applicable to the employee classifications as follows:

	Facility	Fuel	Utility
Accidents	Yes	Yes	Yes
Spills	Yes	Yes	Yes
Delays	Yes	Yes	No
Disciplinary Actions	Yes	Yes	Yes
Tardiness	Yes	Yes	Yes

Employees With Greater Than Five Years of Service

Upon completion of five years service of an employee, the Incentive Premium for said employee shall be adjusted by moving one quarter of the overall entitlement (In YWG equates to \$0.50) from the incentive premiums and adding it to the employees base salary.

Rates for employees with greater than 5 years service would be as follow:

Each category provides an entitlement as follows:

Full-Time Fuellers (More than five years of service)

Ten cents (\$0.10), total of 5 categories, potential total \$1.50

Part-Time Fuellers (More than five years of service)

Six point six cents (\$0.066), total of 5 categories, potential total \$1.00

Full-Time Facility (More than five years of service)

Ten cents (\$0.10), total of 5 categories, potential total \$1.50

Part-Time Facility (More than five years of service)

Six point six cents (\$0.066), total of 5 categories, potential total \$1.00

Utility (More than five years of service)

Ten cents (\$0.10), total of 4 categories, potential total \$1.20

Full entitlement is based on the preceding three (3) fiscal years. Effectively provides employee's who have completed five years of service with a total potential premium entitlement ranging between \$1.5 and \$1.00 (dependant upon classification/years of service) per hour to be paid for each regular hour worked in the next twelve months commencing April 1st.

These incentive rates will be increased in 2013 as noted in Appendix "A".

Examples:

1. At January 1st, 2002, a fueller has worked for three years without incident in any of the categories. They are therefore entitled to the full amount of \$1.50 Incentive Premium for each regular hour worked effective April 1st, 2002.

In the subsequent accrual year (2002) they incur one delay. Their Incentive premium entitlement will be reduced by ten cents (\$0.10) to \$1.40 Incentive Premium for each regular hour worked effective April 1st, 2003.

2. At January 1st, 2002, an employee has worked for one year (2001) without incident in any of the categories. They are therefore entitled to the amount of \$0.50 Incentive Premium for each regular hour worked effective April 1st, 2002.
In the subsequent accrual year (2002) they incur two delays. Their Incentive premium entitlement will be reduced by twenty cents (\$0.20) and they will receive \$0.80 Incentive Premium for each regular hour worked effective April 1st, 2003.

LETTER OF UNDERSTANDING#1

RE:EXTENDED HOURS OF WORK

The following shall apply only to those employees working extended hours;

ARTICLE 8.01

The work week for all regular full-time employees covered by this Agreement who work extended hours, shall be four (4) consecutive days of ten (10) hours duration each, with three (3) consecutive days off. All regular full-time employees who work these extended hours shall work ten (10) straight hours per day which will include a thirty (30) minute lunch period.

ARTICLE 8.03

When a regular employee who works extended hours reports for duty on their regular scheduled work day they shall be guaranteed a minimum of ten (10) hours work and/or pay from their regular scheduled starting time unless the employee leaves on their own volition.

ARTICLE 8.11

- a) All time worked immediately prior to and/or immediately following the employee's regular established shift for that employee working extended hours which is in excess of ten (10) hours per day shall be considered overtime and paid at the established overtime rate of time and one-half ($\times 1 \frac{1}{2}$) for all overtime hours worked.
- b) All hours worked on a call-out or call back basis on an employee's designated days of rest which are in excess of forty (40) straight time hours will be deemed overtime. The employee performing such work shall be paid time and one-half ($\times 1 \frac{1}{2}$) the regular rate of pay for all hours worked.
- c) An employee on an extended hours shift working overtime in excess of two (2) hours shall be allowed a thirty (30) minute period with pay, at the overtime rate, between the twelfth (12th) and the fourteenth (14th) hours for lunch. This meal period will be taken prior to punching out. If circumstances permit the supervisor will allow the employee to leave early without loss of pay.

ARTICLE 10.01

- c) Employees are eligible for a General Holiday provided that the employee is entitled to wages for at least twelve (12) days during the thirty (30) calendar days immediately preceding the General Holiday.

ARTICLE 11.01

11:01 Vacations will be granted on the basis of complete calendar years of service with the Company. A calendar year will be effective January 1 - December 31st of each year.

- i) Employees commencing employment with the Company between the dates of January 1 and June 30, will have January 1 in the year in which employment commenced, as their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- ii) Employees commencing employment with the Company between the dates of July 1 and December 31, will have January 1 in the year following commencement of employment for their anniversary date for accumulating calendar years of service for vacation entitlement purposes only.
- iii) In the first year of employment, employees on extended hours will be credited with eight (8) hours of vacation for each month of employment to a maximum of eighty (80) hours during that calendar year, such vacation to be taken in the period between January 1 and December 31 in the calendar year following the commencement of employment. Vacation pay will be four percent (4%) of the gross wages paid that employee in the portion of the year worked.

ARTICLE 12.01

The meal break for employees working extended hours shall not commence before two and one half hours (2½) from the employee's starting time or commence later than seven (7) hours from the employees start time. Employees not receiving a meal between designated times will be compensated at one half (½) hour at time and one half (1 ½) their rate of pay.

ARTICLE 12.09

A regular full time employee working extended hours, having attained seniority, who is required to perform Jury Duty on a day on which they would normally have been scheduled to work, will be reimbursed by the Company for the difference between the pay received for Jury Duty and their straight time hourly rate of pay for their regularly scheduled hours of work. It is understood that such reimbursement shall not be for hours in excess of ten (10) per day or forty (40) per week, less pay received for Jury Duty. The employees will be required to furnish proof of Jury service and Jury Duty pay received.

APPENDIX "A" Part time Employees

- 3) Should a part-time employee work more than forty (40) hours in a week or more than ten (10) hours in a day he/she shall be paid overtime rates in accordance with the overtime provisions of this Agreement.

DATED AT WINNIPEG THIS 10TH DAY OF MAY, 2011.

PLH AVIATION SERVICES

GEN. TEAMSTERS LOCAL # 979

Frank Hod

[Signature]

LETTER OF UNDERSTANDING #2

The Parties agree that, in consultation with the Union, the Company at its sole discretion may increase the rates set forth in schedule A of the Labour Agreement for either of the following reasons:

1. That the Company is unable to hire qualified personnel at the existing rate;
2. That the turn over of such new employees cause training/overtime cost to become excessive.

It is further understood and agreed that any such increases put into effect by the Company shall not exceed the lowest rate of existing full-time employees by classification set forth in Schedule A of this Agreement.

Further, the Parties agree that by implementing the foregoing wage increases, all other aspects of the Labour Agreement will remain in place for the duration of the Collective Agreement.

DATED AT WINNIPEG, THIS 10TH DAY OF May, 2011.

PLH AVIATION SERVICES

GEN. TEAMSTERS LOCAL # 979

Tom Hood

[Signature]

LETTER OF UNDERSTANDING#3

The Parties agree that, should a hydrant system be constructed at the Winnipeg International Airport, the Union shall negotiate with the Company to create a wage scale for Full-time, Part-time and Full-time/Part-time Class 5 Fuellers. Such negotiations are to take place during construction of said hydrant system and will be intended for new hired employees who will not be required to operate Class 1 vehicles on a regular basis.

It is further understood and agreed by the parties that by implementing the foregoing wage increases, all other aspects of the Labour Agreement will remain in place for the duration of the Collective Agreement.

DATED AT WINNIPEG, THIS 10TH DAY OF ...Aug, 2011.

PLH AVIATION SERVICES

GEN. TEAMSTERS LOCAL # 979

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LETTER OF UNDERSTANDING #4

It is mutually agreed and understood that:

Further to the signing of the Collective Agreement which is effective between February 1, 2011 and January 31st, 2016, the following represents certain understandings that have been reached between the Parties.

Existing Senior Full-time Fuellers who were in the employ of PLH Aviation Services prior to June 30th of 1998 will continue to receive an additional premium for all hours worked as follows:

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Tim Buss	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

The above noted employees will also be entitled to all other applicable articles of the Collective Agreement

DATED AT WINNIPEG, THIS 10TH DAY OF M 2011.

PLH AVIATION SERVICES

GEN. TEAMSTERS LOCAL # 979

Tim Buss

[Signature]

LETTER OF UNDERSTANDING#5

It is mutually agreed and understood that;

Further to the signing of the Collective Agreement which is effective between February 1st, 2011 and January 31st, 2016, the following represent certain understandings that have been reached between the parties.

- ◆ Employees with one (1) years of service on the date of ratification will receive a cash bonus of seven hundred and fifty dollars (\$750.00)
- ◆ Employees in the employ of PLH Aviation, but with less than one (1) year of service on the date of ratification will receive a cash bonus of seven hundred and fifty dollars (\$750.00) upon reaching one year of service, payable within 30 days of their one (1) year anniversary.
- ◆ All employees on the date of ratification, and who remain in the employ of PLH Aviation Services until February 1st, 2013 will receive a cash bonus of one thousand dollars (\$1000.00).
- ◆ All Employees on the date of ratification, and who remain in the employ of PLH Aviation Services until February 1st, 2015 will receive a cash bonus of two thousand dollars (\$2000.00).

DATED AT WINNIPEG, THIS 10TH DAY OF May, 2011.

PLH AVIATION SERVICES

GEN. TEAMSTERS LOCAL # 979

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LETTER OF UNDERSTANDING # 6

It is mutually agreed and understood that:

Further to the signing of the Collective Agreement which is effective between February 1, 2011 and January 31st, 2015, the following represents certain understandings that have been reached between the two parties.

If the company requires a Class 1-A/2-A/3-A license, the company is prepared to assist our newly hired employees with obtaining same based on the following;

- 1) The employee will seek training required to successfully obtain a Class 1-A/2-A/3-A license complete with an air brake endorsement.
- 2) Prior to commencing such training, the employee will provide a written quote of the estimated costs to the Company and obtain agreement to proceed.
- 3) The Company agrees to reimburse the employee for costs to a maximum \$1,600.00 attributed to the training for a 1-A/2-A/3-A license minus a deductible of \$250.00.
- 4) Reimbursements shall be made in 12 equal monthly installments which will commence in the month immediately following the employee providing a copy of the final training costs as well as their government issued Class 1-A/2-A/3-A license.
- 5) All reimbursements will be in the form a separate cheque payable on the 15th of each applicable month until such time as reimbursement is complete.
- 6) Should the employee resign or be dismissed for cause, he/she will receive no further reimbursements for the remaining balance left owing.
- 7) In the event the employee obtains a loan, PLH Aviation Services shall not be considered a "CO-signer" for the individual, they must obtain the loan on their own personal credit history.
- 8) Although the maximum contribution on behalf of PLH remains at \$1,600.00, the onus of the \$250.00 deductible will be placed on each employee. For example, if the license costs \$2,000.00 we will reimburse the employee \$1,600.00. Should the license cost \$1,600.00, PLH will reimburse the employee to a maximum \$1,350.00.

Addendum “A”

Environment, Health and Safety Committee

Terms of Reference

- ◆ These Terms of Reference are attached to the Labour Agreement as an informational item only, do not form part of this Collective Agreement and are not arbitrable.
- ◆ The Terms of Reference (TOR) shall be available at each meeting, posted with the monthly minutes, and located in the Workplace Committee Binder.
- ◆ The Committee shall meet at least once a month or as required as a result of emergency or special circumstances.
- ◆ The Committee shall consist of four members (2 members from management and 2 union members that do not exercise managerial functions). A list of Committee members and their job description shall be posted and copied in the Committee Binder.
- ◆ There must be two chairmen (co-chairs), one from management and one from non-management.
- ◆ Each meeting will have a designated chairman. The chair of the meeting shall alternate between one management and one non-management co-chair monthly. The minutes must reflect who chaired the meeting.
- ◆ Alternate employees may attend the meeting if a regular Committee member is unavailable.
- ◆ Alternate co-chair's may attend the meeting if a Committee co-chair member is unavailable. A list of alternate potential co-chair members is to be posted along with the list of regular Committee members. The alternate contacted must be either management or non-management, the same as the absent member and approved by both co-chairs.
- ◆ If a member resigns or ceases to be involved in Committee functions the vacancy is to be filled as soon as possible, not exceeding thirty days after the next regularly scheduled Committee meeting.
- ◆ Subject to the approval of both co-chairs, visitors (employees, contractors, government, etc.) are allowed to attend meetings and make presentations, engage in discussions, etc.. Visitors are not allowed to vote.
- ◆ The chair of the meeting shall be responsible for ensuring old business items are reviewed and new business items are brought forward for discussion. The chair shall also ensure the items presented to the Committee for discussion are environment, health or safety related.
- ◆ The co-chair representing management shall ensure the meeting minutes are produced within a reasonable time, approved and signed by both co-chairs, posted in a conspicuous location to the attention of all employees for at least 30 days, and copies are submitted to Corporate office.
- ◆ Minutes must be documented in the same format approved by Corporate office.

- ◆ Issues that are not closed immediately shall be reviewed at subsequent meetings and action shall be taken to resolve the issue as soon as possible. Documentation must be presented in the minutes to close an item.
- ◆ **All** items should be addressed and closed within a reasonable time period, unless written explanation as to why the item has not been closed is presented.
- ◆ Items are to be prioritized by the Manager as High - Medium - Low.
- ◆ The process for accepting Environment, Health or Safety concerns will include; verbal and written submissions by interested parties which will be reviewed by the Committee and entered into the minutes if applicable.
- ◆ Signed original meeting minutes shall remain filed on site for two (2) years, after which time they may be sent to storage facilities however, should be kept indefinitely.
- ◆ Once the minutes have been issued, they shall not be amended. Further information or clarification shall be addressed in memo format which refers to the meeting minute item number and is signed by both co-chairs. The memo shall be posted with the monthly minutes for thirty (30) days and a copy shall be submitted to Corporate office.
- ◆ **A Workplace Committee Binder** shall be used which contains a copy of the notes on Meeting Minutes (using the Monthly Meeting Minutes Template sheets), the draft sample of the meeting minutes, each month's minutes for the year, any other information pertinent to EH&S issues, and applicable excerpts from the Canada Labor Code for reference
- ◆ The binder shall also maintain records of work accidents, injuries and health hazards related to the health and safety of employees and regularly monitor data relating to those accidents, injuries, and hazards.
- ◆ Decisions are to be made based on a voting process where all Committee members will vote. Consensus is required for an official Workplace Committee recommendation.
- ◆ The Committee shall participate in the implementation and monitoring of programs for the prevention of hazards in the work place, as well as ensure employees are educated in environment, health and safety matters. It shall also participate in all inquiries, investigations, studies and inspections pertaining to the health and safety of employees.
- ◆ At least two members of the Committee (one management/ one non-management member) will inspect various environment, health and safety components of the facility monthly and report the findings at the next month's meeting, which will subsequently be included in the monthly minutes. The entire facility shall be inspected at least once annually, which may be conducted through a series of smaller inspections.

- ◆ Two members of the Committee (one management / one non-management member) will conduct/assist in accident investigations as required and report findings to the manager as well as the Committee at subsequent meetings. Individuals will be determined by the Committee and names posted.
- ◆ Committee will assist in Right to Refuse Dangerous Work or Internal Complaint Resolution Process procedures as required.
- ◆ Annual Report - the management co-chair shall fill out the Annual Safety and Health Committee Report as required by HRDC for activities during the 12 month period ending December 31 of the preceding year, signed by both co-chairs, and submit it to Corporate Office by February 10 of each year. Corporate Office will provide a copy to HRDC by March 1 and a copy of the submitted report shall be sent to the station to be posted in a conspicuous location for two months.

DATED AT WINNIPEG, THIS 10th DAY OF May, 2011.

PLH AVIATION SERVICES

Proctor

GEN. TEAMSTERS LOCAL # 979

[Signature]

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