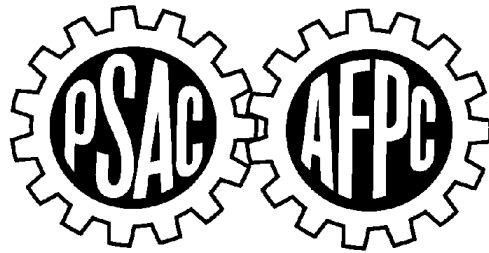


COLLECTIVE AGREEMENT
BETWEEN



PUBLIC SERVICE ALLIANCE OF CANADA
(PSAC)

AND



AVION SERVICES CORP.

EFFECTIVE FROM JANUARY 1, 2009
THROUGH TO DECEMBER 31, 2011

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between Avion Services **Corp.**, the PSAC and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The provisions of this Agreement apply to the PSAC, employees and Avion Services **Corp.** and each commits, at all times, to act in good faith.

1.03 **Definitions:**

Employer means Avion Services Corp. hereinafter referred to as the Company.

Alliance means the Public Service Alliance of Canada headquartered in Ottawa and is, for the purpose of this collective agreement, the certified bargaining agent.

Union means the Public Service Alliance of Canada and its Component the Union of Canadian Transportation Employees and members of Local 50602.

Bargaining unit means the employees of the employer as described in the MLB certificate no. 6459 dated December 3, 2007.

For the purpose of interpreting this agreement, the masculine gender, wherever used herein, shall mean and include the feminine gender.

ARTICLE 2 - RECOGNITION

2.01 Avion Services Corp. recognizes the PSAC as the sole and exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Manitoba Labour Board under certificate MLB-6459.

“All full-time and regularly scheduled part-time Security Guards, Security Personnel, Electronics Technicians, Supervisors and Pass Control Officers employed by Avion Services Corp., working at the Winnipeg International Airport, in the City of Winnipeg, in the Province of Manitoba, save and

except the Supervisors-Administration, those above the rank of Supervisor, the office and administrative staff of the Avion administrative office, and those excluded by the Act.”

- 2.02 In the event that the Employer creates a new position, which did not exist in the MLB certificate noted in 2.01, it undertakes to inform the Union of the creation of this new position. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Employer shall meet with the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges the exclusive rights of the company to operate and manage its business in accordance with its commitments, responsibilities and contractual obligations to its clients. Further, the Union recognizes that the Company's client's desires and satisfaction with the Company and the employees is ultimately the governing factor in the well-being, size and growth of the Company.
- 3.02 In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 4 - CHECK-OFF

- 4.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit, commencing with the first full month of employment. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
- 4.02 The PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each classification.
- 4.03 No employee organization other than the PSAC shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

- 4.04 The amounts deducted in accordance with Article 4.01 shall be remitted to the Comptroller of the PSAC by cheque within twenty-five (25) days after the monthly deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05 The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 5 - JOB SECURITY

- 5.01 Persons not covered by the terms of this Agreement shall not perform duties normally assigned to those employees who are covered by this Agreement, except in cases of emergency, or when no qualified employees covered by this Agreement are readily available to perform the duties.

ARTICLE 6 - STRIKE AND LOCKOUTS

- 6.01 There shall be no strike or lockout (as defined in the *Labour Relations Act* and accompanying regulations) during the life of this Collective Agreement.
- 6.02 Where an employee expresses a reasonable concern for their safety in attempting to cross a picket line on the Employer's premises, the Employer will ensure, so far as is reasonably practicable, safe access to the workplace.

ARTICLE 7 - UNION MANAGEMENT CONSULTATION

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation.
- 7.02 Joint consultation meetings will be held when required, at the request of either party.
- 7.03 Joint consultation meetings will have no authority to amend or alter the Collective Agreement or deal with grievances.

ARTICLE 8 - INFORMATION

- 8.01 The Employer shall provide the Local with the names, classification, employee status and work location of newly appointed employees, within ten (10) days from the date of hire.
- 8.02 The Union agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share the cost of printing the Collective Agreement.
- 8.03 The Employer agrees to provide the President of the Union Local with a copy of the Employer's current organization chart, including reporting lines, and as amended from time to time.
- 8.04 The Employer will provide the President of the Union Local access to and a copy upon request, of the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- (a) Policies bearing on employee's employment.
 - (b) Full text of all benefit and pension plans.
 - (c) Current and accurate job descriptions.
 - (d) Health & safety reports generated outside the Workplace Health & Safety Committee received by the Employer will be made available to the Committee.

ARTICLE 9 - USE OF EMPLOYER FACILITIES

- 9.01 The Employer will provide a bulletin board on its premises, in a convenient location, to be made available to the Union for the posting of notices. The Employer will make its best efforts to allow the Union reasonable access to a bulletin board in a lunchroom. The Union's posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union. Such approval shall not be unreasonably withheld.
- 9.02 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Union.
- 9.03 Upon request, a duly accredited representative of the Union shall be permitted access to the Employer's premises to assist in the

resolution of a complaint or grievance and to attend meetings called by the Employer.

ARTICLE 10 - EMPLOYEE REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 10.02 The PSAC shall notify the Employer in writing the name and jurisdiction of its representatives.
- 10.03 A representative shall obtain the permission of their immediate supervisor before leaving work to investigate or process a grievance during working hours. Such permission shall not be unreasonably denied. Where practicable, the representative shall report back to their supervisor before resuming their normal duties and shall conduct any such activities during the representatives' rest or meal period, and without interfering with the performance of duties of others.
- 10.04 The Employer shall ensure that the Union Local is informed of all new hires within one week of hiring.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 The Employer and the Union agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, Union representatives and Employer representatives.
- 11.02 If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and/or the Union, or between the Employee(s) and the Employer, it shall be processed according to the following grievance procedure. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, calendar days will be used.

If the time limits set out in Complaint Step, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

11.04 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.

11.05 Employee(s) upon request, shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Union representative shall be given reasonable leave with pay to attend such meetings. At either the Complaint Step or at Step 2, the Employer representative may be assisted by a Human Resource representative. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

11.06 The Employer shall advise the names and/or titles of the appropriate designated Employer representatives.

11.07 **STEPS OF THE GRIEVANCE PROCEDURE**

Complaint:

Within fifteen (15) days of the employee(s) becoming aware of the matter giving rise to the complaint, the Union may submit a written complaint to the Employer representative.

Within fifteen (15) days of the receipt of the complaint, the Employer, employee and Union representative shall meet in an attempt to resolve the complaint. The Employer shall provide a written response within five (5) days of such a meeting to the employee(s) and the Union representative.

Step 2:

If a satisfactory settlement has not been obtained under the Complaint Step the Union and/or the Union representative may within ten (10) days of the receipt of the Employer's decision under the Complaint Step render a grievance in writing, including the redress requested, to the Employer representative designated as Step 2 with a copy to Human Resources. This designated

Employer representative shall call a meeting and render a decision within ten (10) days of the receipt of the grievance.

Step 3:

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration within thirty (30) days of the expiry of the time limits set out in Step 2.

The parties agree that a single arbitrator shall be used as provided for under the *Labour Relations Act*. The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

In the event that the parties fail to agree on the choice of arbitrator, they shall forthwith request the Minister to appoint an arbitrator.

The arbitrator shall have all the powers vested in it by the *Labour Relations Act*, including, in the case of discharge or discipline, for just cause, the power to substitute for the discharge or discipline, for just cause, such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The arbitrator shall render a decision within a reasonable period, as agreed to by the parties.

The arbitrator's decision shall be final and binding on both parties.

Each party shall bear one-half (1/2) the cost of the arbitrator.

The arbitrator shall not change, modify or alter any of the terms of this Collective Agreement.

Expedited Arbitration:

The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties.

Procedure:

- (a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator.
- (b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses.
- (c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing.
- (d) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing.
- (e) The decision of the Arbitrator shall not constitute a precedent.
- (f) Such decisions from the expedited format shall be final and binding upon the Parties.
- (g) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any be incompatible with the provisions of the Collective Agreement.
- (h) The arbitrator shall have all the powers vested in it by the *Labour Relations Act*, including, in the case of discharge or discipline, for just cause, the power to substitute for the discharge or discipline, for just cause, such other penalties that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The arbitrator shall render a decision within a reasonable period, as agreed to by the parties.
- (i) Each party shall bear one-half (1/2) the cost of the arbitrator.

ARTICLE 12 - SUSPENSION AND DISCIPLINE

- 12.01 Where it appears during any meeting with an employee, and at which there is no Union representative present, that the nature of such a meeting must change to an investigation which could result in the disciplining of that employee, that meeting must be immediately terminated.
- 12.02 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, or to render a disciplinary decision, concerning that employee, the employee is entitled to have, at their request, a representative of the Union attend the meeting. Where practicable, and in a non-urgent situation, the Employer will make it's best efforts to give at least one (1) day's notice of such a meeting.
- 12.03 No employee will be disciplined without just cause. When an employee is suspended from duty or discharged, the Employer undertakes to notify the employee, in writing of the reason for such suspension or discharge. The Employer will give such notification at the time of the suspension or discharge.
- 12.04 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2 then the grievance may be referred to Expedited Arbitration in accordance with Article 11.
- 12.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after one (1) year has elapsed since the disciplinary action was taken.**

ARTICLE 13 - WORKPLACE HARASSMENT

- 13.01 The PSAC and the Employer recognize the right of employees to work in an environment free from harassment, whether sexual or personal.
- 13.02 For the purposes of this Article, the parties agree that harassment shall be as defined in the *Human Rights Code* of Manitoba.

- 13.03 Complaints and grievances under this Article shall be handled with all possible confidentiality and dispatch and both parties will work together in recognizing and dealing with such problems.
- 13.04 Grievances under this Article may be submitted at Step 2 of the Grievance Procedure. The Employer will appoint a person responsible for dealing with a complaint and grievance of sexual or personal harassment. The investigation and response will be handled with all possible confidentiality and dispatch.
- 13.05 If the grievance is not dealt with to the satisfaction of the employee, the grievance may be referred to arbitration, in accordance with Article 11 of this Agreement.

ARTICLE 14 - EMPLOYEE STATUS

14.01 PERMANENT FULL-TIME EMPLOYEES

Full-time employee is an employee who was hired on a full-time permanent basis and regularly works 32 or more hours per week.

14.02 PART-TIME EMPLOYEES

A part-time employee is an employee who was hired on a part-time permanent basis and regularly works less than 32 hours per week.

Part-time employees are entitled to statutory holiday pay at the rate of 4% for all straight time hours worked in lieu of statutory holiday pay; vacation pay of 4% in the first (1st) two years of employment and 6% thereafter.

- 14.03 Term employees are full-time or part-time employees hired for a specific task and period of time not exceeding one year. Upon expiry of the term, employment shall cease. Extensions to any term employment beyond one year shall have the consent of the PSAC and/or UCTE.

ARTICLE 15 - PROBATION

- 15.01 A newly hired employee shall be considered a probationary employee for a period of three (3) months.

15.02 During the probation period an employee will have his/her performance discussed with the applicable supervisor.

ARTICLE 16 - HOURS OF WORK

16.01 The Union recognizes that employees work shifts of varying lengths owing to the nature of the Company's operations and client needs. The standard hours of work, exclusive of overtime, are adjusted accordingly, and employees may work:

- i) 8 hour shifts – 40 hours per week
- ii) 10 hour shifts – maximum 40 hours per week – maximum 80 hours every 2 weeks
- iii) 12 hour shifts – averaging 40 hours per week – maximum 320 hours every 8 weeks

16.02 For those employees working 12 hour shifts, 15 minutes of their second lunch break on each shift will be unpaid. Otherwise, lunch breaks will be paid for all employees and employees are required to remain on site. Subject to the above, employees shall receive paid meal breaks and rest period as follows:

- i) 8 hour shifts – 1 thirty (30) minute meal break, 2 fifteen (15) minute rest periods.
- ii) 10 hours shifts – 1 thirty (30) minute meal break, 2 fifteen (15) minute rest periods.
- iii) 12 hour shifts – 2 thirty (30) minute meal breaks, 1 fifteen (15) minute rest period.

16.03 The Employer will make every reasonable effort:

- i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift.
- ii) to avoid excessive fluctuations in hours of work.
- iii) not to schedule more than six (6) consecutive days of work, unless otherwise requested by the employees.
- iv) to schedule at least two (2) consecutive days of rest at a time.
- v) such two (2) consecutive days of rest may be separated by a

designated paid holiday.

- 16.04 Schedules of work shall be posted by the Employer at least fourteen (14) calendar days in advance of the starting date of the new schedule.
- 16.05 The Employer, where practical, shall arrange schedules which will remain in effect for periods of not less than twenty-eight (28) calendar days.
- 16.06 Where a shift starts and finishes on two (2) separate calendar days the hours worked in each calendar day will be deemed as worked on that day for the purpose of calculating pay.
- 16.07 An employee whose scheduled hours of work are changed without five (5) days prior notice in advance of the starting time of the change:
- i) shall be compensated at the rate of 1.5 times regular rate of pay for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time.
 - ii) shall retain their previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Article 17 Overtime.

ARTICLE 17 - OVERTIME/REPORTING PAY

- 17.01 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate on an equitable basis among readily available qualified employees. If it becomes necessary for the Employer to assign overtime to bargaining unit members, it shall be done on the basis of least seniority first.
- 17.02 When overtime work is authorized by the Employer, overtime shall be compensated on the following basis:
- (a) Paid at the rate of 1.5 times for all hours worked in excess of the standard hours of work.

- (b) An employee who reports for work on scheduled overtime on a day of rest shall be compensated for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater.
- (c) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- (d) Unless the employee has requested compensatory leave with pay, the Employer will pay overtime compensation within four (4) weeks of submission of the overtime claim.

17.03

- a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay to a maximum of **forty-eight (48)**. The duration of such leave will be equal to the overtime hours worked multiplied by the applicable overtime rate. A request to bank additional hours with a valid reason and plan will not be unreasonably denied.

Compensatory leave will be accumulated for the period from January 1 to December 31. Compensatory leave with pay not used by December 31 will be paid out in cash at the employee's applicable rate of pay.

- (b) The Employer shall grant compensatory leave with pay at times convenient to the employee and the Employer.

17.04

- (a) An employee who works three (3) or more hours of overtime, immediately before or following the employee's scheduled hours of work shall be paid for one meal in the amount of **nine dollars and fifty cents (\$9.50)**.
- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be paid for one (1) additional meal in the amount of **nine dollars and fifty cents (\$9.50)** for each three (3) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis.

- 17.05 An employee performing overtime work shall be entitled to the same meal and relief break as would be provided on a regularly scheduled shift.

ARTICLE 18 - CALL-BACK

- 18.01 If a full-time employee is called back to work and returns to work, the full-time employee shall be paid the greater of three (3) hours pay at the applicable overtime rate or the applicable rate of overtime for all time worked.

ARTICLE 19 - WASH-UP TIME

- 19.01 Where due to the nature of work there is a need, wash-up time will be permitted.

ARTICLE 20 - SHIFT PREMIUMS

- 20.01 An employee required to work the majority of their hours on any shift between 16:00 hours and 24:00 hours shall be paid an evening shift premium of **sixty cents (\$.60)** per hour for that shift. An employee required to work the majority of their hours on any shift between 00:01 hours and 08:00 hours shall be paid a night shift premium of ninety-five cents (\$.95) per hour for that shift.
- 20.02 Shift premiums shall not be included in the calculation of overtime rates of pay.
- 20.03 Employees shall receive an additional premium of **sixty cents (\$.60)** per hour for regularly scheduled hours of work on a Saturday or Sunday.

ARTICLE 21 - PAY ADMINISTRATION

- 21.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix 'A' - Rates of Pay.
- 21.02 (a) Upon hiring, an employee shall be paid the hourly rate prescribed for the position. In no case, shall the employee be paid at less than the minimum rate.

(b) An employee appointed, including on a temporary basis, to a higher hourly rated position shall be paid the hourly rate prescribed for the position.

21.03 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

21.04 In the event of termination of employment for reason other than death, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.

21.05 It is understood by the parties that there shall be no pyramiding of premiums under the Agreement.

21.06 Employees working twelve (12) hour shifts as set out in Article 16.01 shall, as much as is reasonably practicable, have their bi-weekly pay for regular hours worked equalized. In the event of termination of employment, for any reason, pay earned and pay received shall be reconciled. Any amount underpaid to the employee shall be paid forthwith, and any amount overpaid shall be recovered from the employee, forthwith, including by setoff from final pay if necessary.

ARTICLE 22 - LEAVE - GENERAL

22.01 An employee is entitled, to be informed upon request, of the balance of his/her leave entitlement.

22.02 The amount of leave with pay earned but unused entitled to an employee at the time when this Agreement is signed, or at the time the employee becomes subject to this Agreement, shall be retained by the employee.

22.03 An employee is not entitled to leave with pay during periods he/she is on leave without pay.

22.04 In the event of termination of employment for reasons other than death, the Employer shall recover from any monies owed the

employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the employee's rate of pay on the date the leave was taken.

ARTICLE 23 - DESIGNATED PAID HOLIDAYS

23.01 For the purpose of this Collective Agreement, the paid designated holidays shall be:

- New Year's Day (January 1st)
- **Louis Riel Day**
- Good Friday
- Victoria Day
- Canada Day (July 1st)
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day (November 11th)
- Christmas Day (December 25th)
- Boxing Day (December 26th)

Any other statutory or public holiday as declared by the Provincial Government.

23.02 In order for an employee to qualify for a statutory holiday, he must have earned wages for all or part of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday. Vacation, leave of absence authorized by the Company, sick leave, shall not disqualify an employee.

23.03 When a day designated as a holiday under clause 23.01 coincides with an employee's day of rest, pay at the straight time rate for the employees regular daily scheduled hours shall be paid in lieu of a day off. Upon request, and with the approval of the Employer, the employee may be granted a day of leave with straight time rate of pay at a later date in lieu of the holiday.

23.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 23.03:

- (a) Work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and

- (b) Work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

23.05 An employee who works on a holiday shall be paid:

- (a) Time and one-half (1½) for all hours worked up to their regular daily scheduled hours of work and double (2) time thereafter, which shall be deemed to be inclusive of any overtime entitlement, in addition to the pay that the employee would have been granted had they not worked on the holiday, or
- (b) Upon request, and with the approval of the Employer, the employee may be granted:
 - (i) A day of leave with straight-time rate of pay at a later date in lieu of the holiday, and
 - (ii) Pay at one and one-half (1½) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work, and
 - (iii) Pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work, which shall be deemed to be inclusive of any overtime entitlement.

23.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 23.05 or four (4) hours pay at the applicable overtime rate of pay.

23.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

ARTICLE 24 - VACATION LEAVE

- 24.01 The vacation year shall be from January 1st to December 31st inclusive.
- 24.02 Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:
- Full-time employees shall accrue annual vacation entitlements at a rate of two (2) weeks, or eighty (80) hours in the case of those working other than eight (8) hour shifts, for the first two years of employment, and following the third (3rd) anniversary of employment entitlement shall be three (3) weeks or one hundred & twenty (120) hours for those working other than eight (8) hour shifts. **Following the eighth (8th) anniversary of employment entitlement shall be four (4) weeks or 160 hours for those working other than eight (8) hour shifts.**
- 24.03 For the purpose of vacation leave continuous employment is defined as:
- (a) The length of continuous employment with the Avion Services Corp. for employees hired subsequent to April 2, 2003.
 - (b) For those employees on strength as of April 1, 2003, all previous employment with the Avion Services Corp..
- 24.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed (6) months of service may receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 24.05 Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- 24.06 (a) The Employer shall give the employee as much notice in writing as is practicable and reasonable, of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon request from the employee.

- (b) The Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee.
- 24.07 Where, in respect of any period of vacation leave with pay, an employee is granted bereavement leave, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 24.08
 - (a) Where, in any vacation year, an employee has not been granted all of their credited vacation leave, the unused portion shall be carried over into the following vacation year. Annual carry over of vacation leave will be limited to a maximum of one week entitlement unless by mutual agreement, an exception is made.
 - (b) During any vacation year, upon application by the employee, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay of the employee's position on December 31st of the previous year.
- 24.09 Subject to operational requirements, the Employer will make every reasonable effort:
 - (a) Not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
 - (b) Not to cancel a period of vacation leave which has been previously approved in writing.
- 24.10 When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.
- 24.11 When an employee dies or otherwise ceases to be employed:
 - (a) The employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the

number of days of earned but unused vacation leave to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment, or

- (b) Where an employee dies or otherwise terminates employment after a period of service of less than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to six percent (6%) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.

24.12 Employees firstly shall attempt to mutually agree on their vacation preference, however, where due to operational requirements, it is impossible to grant all employees leave for the periods that they have requested, the employer shall grant preference to those employees having the greatest seniority. Employees may exercise their seniority for vacation leave preference only once per vacation year.

24.13 Part-time employees shall be given the option of accumulating vacation pay in lieu of being paid on their regular pay. The option of accruing vacation pay or continuing current practice is a one-time option with an annual payout provision of June of each year.

ARTICLE 25 - EDUCATION AND CAREER DEVELOPMENT LEAVE

25.01 The Employer recognizes the usefulness of education leave and/or career development leave and will provide an equitable distribution of such opportunities. Upon written application by the employee and with approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

25.02 (a) Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the

individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development:

- (i) A course given by the Employer.
 - (ii) A course offered by a recognized academic institution.
 - (iii) A seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 25.02(a) above.

25.03 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination that takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

ARTICLE 26 - LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS

26.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Labour Relations Board.

26.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

26.03 The Employer will grant leave with pay to an employee who is party to an arbitration.

26.04 Commencing three (3) months prior to the expiry date of the Collective Agreement or as otherwise agreed, the Employer will grant leave with pay to two (2) employees during regular working hours to a maximum of three (3) days per employee for purposes of attending preparatory or contract negotiation meetings on behalf of the Union until the expiry of the current Collective Agreement.

- 26.05 The Employer will grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meeting, and conventions of the Union and UCTE, conventions of the Canadian Labour Congress and conventions of the Provincial Federation of Labour.
- 26.06 The Employer will grant, upon notice, to a reasonable number of employees, leave without pay to employees who exercise authority of a Representative on behalf of the Union to undertake training related to the duties of a representative.
- 26.07 An employee who has been elected or appointed to a full-time office of the Union, UCTE, or the Local shall be entitled, with a minimum of at least one (1) month's notice, to leave without pay for the period during which they are elected or appointed to hold office.
- An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to their former level and if practicable, their former position. The maximum cumulative leave available to any employee under this clause during their tenure employment will be three (3) years. An employee must provide at least (1) month's notice of intent to return to work.
- 26.08 Requests for leave without pay for Union business will be made in advance, in writing at least fourteen (14) days prior to the leave required.

ARTICLE 27 - OTHER LEAVE WITH OR WITHOUT PAY

For the purpose of this Article, "spouse" means the person to whom the employee is legally married or the person with whom the employee has lived for a continuous period of at least one year, publicly represented as their spouse, and the spousal relationship has been recognized in the community or communities in which they have lived.

For the purpose of this Article, "day" shall also mean and be read as "shift".

27.01 COURT LEAVE

The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- (a) To be available for jury selection.
- (b) To serve on a jury.

27.02 **BEREAVEMENT LEAVE WITH PAY**

For the purpose of this clause, immediate family is defined as father, mother (or alternatively step-father, step-mother, or foster parent), brother, sister, spouse, child (including child of spouse), stepchild or ward of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of three (3) consecutive calendar days, which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to death.

27.03 **FAMILY RELATED LEAVE**

- a) For the purpose of this clause, family is defined as spouse, common-law-spouse, dependent children (including children of spouse or common-law-spouse), foster children, step-children, parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances:
 - i) up to one (1) day's leave with pay to provide for the temporary care of a sick member of the employee's family;
 - ii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child.

This leave may be divided into two (2) periods and granted on separate days.

- c) The total leave with pay which may be granted under this clause shall not exceed two (2) days in a calendar year.

27.04 **PARENTAL LEAVE – MATERNITY**

Upon request, an employee shall be entitled to take parental/maternity leave without pay as per the provisions under the Employment Standards code in effect on the signing of this collective agreement and as amended from time to time.

27.05 **RETURN TO WORK**

An employee returning to work from parental or maternity leave shall provide the Employer with at least four (4) weeks notice of the planned return date.

ARTICLE 28 - STAFFING PROCEDURE

28.01 (a) The Employer shall post notice of all vacancies and newly created position in the bargaining unit (hereinafter referred to as “Job Opportunities”) and a copy of the notice shall be sent to the Union.

(b) The Employer may establish eligibility lists for specific positions when posting for a position and selecting candidates in advance. When this occurs, the Union will be notified in writing.

28.02 (a) Job Opportunities will be open to all bargaining unit members.

(b) Where there are no qualified internal candidates, the Employer may consider training existing staff for the Job Opportunity or to seek and consider applications from outside the bargaining unit.

28.03 The postings shall be for a minimum of seven (7) calendar days, and the posting shall indicate the closing date.

28.04 The poster shall contain the following information:

- (a) The skills, qualifications, abilities and experience required for the position to be filled.
 - (b) The salary of the position to be filled.
 - (c) The license(s), certification(s) or trade ticket(s) required for the position.
- 28.05 The Employer may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s), and in such case, the Employer shall so state on the job posting.
- 28.06 Candidates shall normally be advised within two (2) weeks of the result of the competition and the name of the successful candidate shall be posted.
- 28.07 The Employer representative(s) conducting interviews shall interview all candidates within the bargaining unit who apply and meet the requirements of the Job Opportunity.

ARTICLE 29 - JOB CLASSIFICATION

- 29.01 When the Employer creates a new position or makes significant changes to job duties and responsibilities to a position and there is a disagreement with the classification or salary level assigned to the position the issue may be referred to the grievance Article contained in this Agreement.

ARTICLE 30 - STATEMENT OF DUTIES

- 30.01 **Every employee upon employment or upon written request shall be provided with a complete and current job description and an organization chart depicting the position's place in the organization.**
- 30.02 Other related duties will not contain, in the aggregate, any duty, which may account for more than twenty percent (20%) of an employee's duties in any given year.

ARTICLE 31 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 31.01 (a) When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form to indicate its contents have been read and shall not indicate his concurrence with the statements contained therein. The employee shall be provided an opportunity to append their comments to the assessment. At the employee's request, a copy of the assessment shall be provided.
- (b) The Employer agrees to use its best efforts to consult all Supervisors who have had supervisory authority over the employee being evaluated during the period for which the evaluation is being done.
- 31.02 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the contents of which the employee was not aware of at the time of filing or within a **one year period of the disciplinary action**.
- 31.03 Upon written request of an employee, the personnel file of an employee shall be made available annually for his examination in the presence of an authorized representative of the Employer. The Employer shall provide copies of any file documents requested by the employee in writing.

ARTICLE 32 - TECHNOLOGICAL CHANGE

- 32.01 The Employer and the Union recognize their rights and obligations in accordance with the *Labour Relations Act* of Manitoba in the event of the introduction of technological change at Avion Services Corp.. In addition to those, the following provisions are intended to assist employees affected by technological change to adjust to any adverse effects.
- 32.02 Technological change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.
- 32.03 Where, as a result of technological change as outlined in 35.02, training is available to assist an affected employee, such training

shall be provided by the Employer at no expense to the employees to a maximum training period of one (1) week. Salary and benefits in accordance with the Collective Agreement shall be maintained for employees engaged in such training.

32.04 In the event of a technological change which would displace or adversely affect the employment status or working conditions of employees as provided for in this Agreement:

- (a) The Employer shall notify the Union at least four (4) months prior to the introduction of the technological change and provide a detailed description of the project to be carried out and disclose all reasonably foreseeable effects and repercussions on employees.
- (b) The parties shall meet not later than sixty (60) days prior to the intended implementation date for the purpose of discussing any reasonable provisions to assist affected employees to adjust to any adverse effects.

32.05 An employee who is displaced from their position as a result of technological change:

- (a) Shall be given an opportunity to fill any vacancy for which they have seniority and for which they have the qualifications and ability to perform, or
- (b) If there is no suitable vacancy, shall have the right to displace a less-senior employee occupying a position which they have the qualifications and ability to perform.

ARTICLE 33 - SENIORITY

- 33.01
- (a) For employees who were in the bargaining unit on April 2, 2003, seniority shall mean length of continuous service with the Avion Services Corp..
 - (b) For all other employees, seniority means length of service in the bargaining unit.
 - (c) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.

- 33.02 The seniority of a continuing non full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked using 2080 hours per year as the full-time equivalent.
- 33.03 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:
- (a) The employee who commenced work at the earliest hour of the day shall be senior.
 - (b) If (a) fails to resolve the order of seniority then, seniority shall be established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the PSAC.
- 33.04 Seniority lists will be maintained and posted by the Employer. They will be revised as changes occur or at least once per year. A copy will be forwarded to the President of the Union Local.
- 33.05 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for the period of that appointment or assignment.
- 33.06 An employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.

ARTICLE 34 - SAFETY AND HEALTH

- 34.01 The Employer and the Union recognize the role of the local Workplace Safety and Health Committee in accordance with the *Workplace Safety and Health Act* of Manitoba and will comply with the *Workplace Safety and Health Act* of Manitoba. The parties support the implementation of health and safety initiatives aimed at establishing a safer workplace. They agree to work co-operatively to ensure compliance with policies and procedures impacting on employees' health and safety.

34.02

- (a) The present workplace Safety and Health Committee as required by the *Workplace Safety and Health Act* shall continue at the workplace.
- (b) The general objectives of the Safety and Health Committee include:
 - (i) Assisting Employee and the Employer to identify, record, examine, evaluate and resolve safety and health concerns in the workplace.
 - (ii) Developing practical procedures and conditions to help achieve the highest possible degree of safety and health in the workplace.
 - (iii) Promoting education and training programs to develop detailed knowledge of safety and health concerns and responsibilities of each individual in the workplace.

34.03 A Video Display Terminal (VDT) Operator who is required to work at a VDT for twenty-five percent (25%) or more of the normal work week, may have their eyes examined once per year. The Employer shall pay the costs of such examination or tests where not covered by a medical plan.

34.04 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Employer, such examination will be conducted at no expense to the employee. An employee shall be granted leave without loss of pay to attend the examination.

34.05 The Employer will grant leave without loss of pay to employees attending meetings of the Workplace Safety and Health Committee.

ARTICLE 35 - SICK LEAVE WITH PAY

35.01 Full-time employees will be entitled to five (5) shifts paid sick time per calendar year. Such leave shall accumulate from year to year. Letter of Understanding #1 remains in effect for applicable employees.

Unused sick leave shall be carried forward to a maximum of twenty-five (25) shifts.

The Employer shall maintain an up-to-date record of the balance of sick leave credits accumulated by employees.

35.02 An employee shall be granted sick leave with pay when unable to perform his duties due to illness or injury provided that:

(a) He satisfies the Employer of his condition in such manner and at such time as may be determined by the Employer. Should the employer require a medical certificate, the employer will reimburse the employee the cost of obtaining the medical certificate.

(b) He has the necessary sick leave credits.

35.03 Where an employee will be absent due to illness or injury, he shall endeavour to provide a reasonable period of notice to the Employer prior to the starting time of his shift.

35.04 After completion of the probationary period sick leave may be advanced at the discretion of the employer. Such discretion shall not be unreasonably denied.

35.05 When an employee is granted sick leave with pay and Workers' Compensation is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

35.06 An employee unable to work because of a work-related injury or illness shall inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be promptly forwarded to the Workers Compensation Board (WCB).

Benefits from WCB shall be paid to the Employer until sick leave advanced is repaid. Thereafter, benefits may be paid directly to the employee.

35.07 A sick leave form signed by the employee will be considered as meeting the requirements of clause 35.02 (a) when signed by a Supervisor. The Supervisor must make a decision to sign the form or request further information within twenty-four (24) hours of receipt of it.

ARTICLE 36 - PENSIONS

- 36.01 Full-time employees who have successfully completed six (6) months service will be eligible to participate in a group RRSP plan contributed to by the Company. The company will match an employee's contribution up to a maximum of 6% of the employee's base earnings. Terms and conditions of participation shall be governed by the plan contract.
- 36.02 The employer shall provide a copy of the Group Retirement Savings Plan information booklet to each employee.

ARTICLE 37 - HEALTH & BENEFIT PLANS

- 37.01 Full-time employees will be eligible for coverage following the completion of six (6) months service.
- 37.02 The employer will pay 80% of the premium costs for the coverage's specified below to provide the following insurance benefits:
- (i) Dental care plan
 - (ii) Short term disability
 - (iii) Vision care
 - (iv) Basic life insurance
 - (v) Accidental death and dismemberment
- Long term disability will be 100% paid by the employee.
- 37.03 The Employer will make available the following optional plans which will be 100% employee funded:
- (a) Optional life insurance
 - (b) Optional accidental death and dismemberment
- 37.04 The Employer shall provide a copy of the Group Benefit booklets to each employee.

ARTICLE 38 - REGISTRATION FEES

- 38.01 Airport Restricted Area Pass and security guard licensing is a requirement of all positions and, is the responsibility of the employee to qualify for and maintain. Failure to do so will result in ineligibility to remain in employment.

38.02 The Company shall pay the cost of the security guard's license and renewals for employees employed by the Company.

ARTICLE 39 - PARKING

39.01 It is the intention of the Employer to maintain the current practice of providing sufficient parking spaces with electrical plug-ins from its customer(s) at no cost to all employees. Should the current situation change the Employer will consult with the Union as much in advance as possible.

ARTICLE 40 - UNIFORMS AND CLOTHING

40.01 Employees shall be governed by the Employer's Uniform Policy received by the Union and agreed to on February 9, 2004 with amendments as listed in the attached Memorandum of Agreement.

ARTICLE 41 - AGREEMENT RE-OPENER

41.01 This Agreement may be amended by mutual consent.

ARTICLE 42 - EXPIRATION AND RENEWAL

42.01 The terms and conditions of this collective agreement will remain in effect until **December 31, 2011**.

LETTER OF UNDERSTANDING 1 **EMPLOYEES WITH PRE-EXISTING SICK TIME**

All full time employees receiving seventy-two (72) hours paid sick time per calendar year as at the date of signing of the first collective agreement will continue to receive these sick time entitlements. This entitlement shall end for each of these employees when their employment is terminated for any reason

and shall not continue for any new employees. To the extent this letter conflicts with Article 35.01 of the collective agreement it supersedes it. All other provisions in Article 35 continue to apply.

MEMORANDUM OF AGREEMENT
UNIFORM POLICY

- Wording in the Policy to change to reflect reimbursement in a “fiscal year”.
- Rain gear and insulated wind pants to be a part of the uniform, assigned to employees and not to be a “shared” item.
- Wearing of short pants to be at the discretion of the employee.
- Acceptable footwear in examples in the policy, to include felt-lined boots.
- The employer will reimburse employees \$85.00 for footwear each fiscal year.

MEMORANDUM OF AGREEMENT
UNIFORM POLICY 2009

- The Parties agree to form a Joint Union Management Committee in order to review the existing Uniform Policy. This Committee will have the power to recommend any changes to the policy that they deem to be advantageous or appropriate.
 - The Committee will be composed of two representatives chosen by the Union and two representatives chosen by the Employer.
 - The Committee will meet during regular work hours and all time spent on work related to the Committee will be considered as hours worked.
 - The Committee will begin discussion no later than March 1, 2009 with a report being provided to both the Union and to Management no later than June 1, 2009.
 - The Employer agrees to a thorough review of the submissions made by the Committee as well as a response to all recommendations made by the Committee.
 - The mandate of the committee is a complete review of the existing Uniform Policy. Both parties agree to work in consultation and as a collaborative effort to complete this review process.
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APPENDIX "A"

RATES OF PAY

1-Jan-2009 1-Jan-2010 1-Jan-2011

Step 7	Electronics Technician	2009	2010	2011	
		\$ 15.80	\$ 16.20	\$ 16.60	
		\$ 16.26	\$ 16.66	\$ 17.06	
		\$ 16.74	\$ 17.14	\$ 17.54	
		\$ 17.23	\$ 17.63	\$ 18.03	
		\$ 18.42	\$ 18.82	\$ 19.22	

Phased Step

Step 6	Supervisor	2009	2010	2011
		\$ 14.63	\$ 15.03	\$ 15.43
		\$ 15.06	\$ 15.46	\$ 15.86
		\$ 15.50	\$ 15.90	\$ 16.30
\$ 15.95	\$ 16.35	\$ 16.75		

Step 5	Coordinator	2009	2010	2011
		\$ 13.74	\$ 14.14	\$ 14.54
		\$ 14.14	\$ 14.54	\$ 14.94
		\$ 14.55	\$ 14.95	\$ 15.35
\$ 14.98	\$ 15.38	\$ 15.78		

Probation Rate

2009	\$	13.08
2010	\$	13.48
2011	\$	13.88

Step 4	Level 2	2009	2010	2011
		\$ 12.64	\$ 13.04	\$ 13.44
		\$ 13.01	\$ 13.41	\$ 13.81
		\$ 13.39	\$ 13.79	\$ 14.19
\$ 13.78	\$ 14.18	\$ 14.58		

Probation Rate

2009	\$	12.02
2010	\$	12.42
2011	\$	12.82

Step 3	Level 1	2009	2010	2011
		\$ 11.08	\$ 11.48	\$ 11.88
		\$ 11.40	\$ 11.80	\$ 12.20
		\$ 11.73	\$ 12.13	\$ 12.53
		\$ 12.08	\$ 12.48	\$ 12.88

Probation Rate

2009	\$	10.43
2010	\$	10.83
2011	\$	11.23

Step 2	Long Term Parking Booth	2009	2010	2011
		\$ 10.40	\$ 10.80	\$ 11.20
		\$ 10.70	\$ 11.10	\$ 11.50
		\$ 11.02	\$ 11.42	\$ 11.82
		\$ 11.34	\$ 11.74	\$ 12.14

Probation Rate

2009	\$	9.85
2010	\$	10.25
2011	\$	10.65

Step 1	Baggage Carts	2009	2010	2011
		\$ 9.92	\$ 10.32	\$ 10.72
		\$ 10.20	\$ 10.60	\$ 11.00
		\$ 10.50	\$ 10.90	\$ 11.30
		\$ 10.80	\$ 11.20	\$ 11.60

Probation Rate

2009	\$	8.85
October 1, 2009	\$	9.00
2010	\$	9.40
2011	\$	9.80

PAY NOTES

The position date is the basis for the anniversary date for moving through the pay levels within a Step.

The columns on the right represent the starting pay scale for an individual hired from outside the company.

This amount, from the column on the right, will be applicable for a period equal to three months full-time hours.

Following three months, or its equivalent, the individual will move to the applicable first level of the Step that correctly applies.

Following an additional nine months, or its equivalent; they will move to the second level of the pay grid. This process will continue for each subsequent anniversary.

The starting wage for Step 1 "Baggage Carts" will be adjusted to be, at a minimum, the applicable Manitoba Minimum Wage as published by Manitoba Labour.

Employees who change classification will be paid at the increment level which is greater than their current salary in the applicable year of the new step. Their anniversary date will be adjusted to the date of change in job classification.

Employees who act in a higher paid position will receive the first rate in the applicable pay column which is Greater than their current rate of pay.

The phased Step is for the Present Incumbent Only (PIO). Should the incumbent leave the position will no longer exist.

"Anniversary Date" The Date on which the employee occupies the position.

"Full-Time equivalent hours" The 2080 hours annually worked by full-time employees.

The effective date of this pay grid is January 1, 2009.




Collective Agreement ratified February 19, 2009 between Avion Services Corp. and the Public Service Alliance of Canada, Union of Canadian Transportation Employees Local 50602 and signed in Winnipeg on FEBRUARY 1, 2010.

For Avion Services Corp.

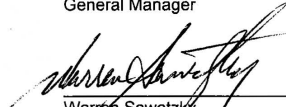
For the Public Service Alliance of Canada



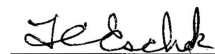
 Shelley Tataryn
 General Manager



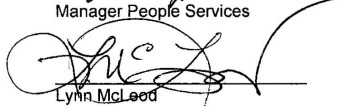
 Robyn Benson
 Regional Executive Vice-President Prairies



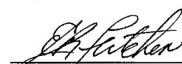
 Warren Sawatzky
 Manager People Services



 Teresa Eschuk
 Regional Vice-President, UCTE



 Lynn McLeod
 Manager Operations Services



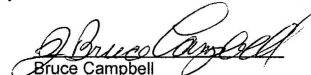
 Everett Fletcher
 President UCTE Local 50602



 Darren Payne
 Negotiating Team Member



 William Parker
 Negotiating Team Member



 Bruce Campbell
 Regional Representative, PSAC