

COLLECTIVE AGREEMENT

Between

AIRCONSOL AVIATION SERVICES, ULC

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

TRANSPORTATION DISTRICT LODGE 140

JULY 1, 2007– JUNE 30, 2010



FUEL DIVISION

AGREEMENT

Between

AIRCONSOL AVIATION SERVICES, ULC

&

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
DISTRICT 140**

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Agreement made this 1 day of July, 2007 by and between Airconsol Aviation Services, ULC (hereinafter referred to as the "Company") and International Association of Machinists and Aerospace Workers, District Lodge 140 (hereinafter referred to as the "Union").

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE II
RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive collective bargaining agent of all Fueling and Fueling Maintenance Personnel who are employees of the Company employed at Airport Facilities throughout the Atlantic Provinces of New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland as defined in the Certificate of Recognition dated October 9, 1975.

ARTICLE III
RIGHTS OF MANAGEMENT

- 3.01 The Union acknowledges that it is the exclusive function of the Company:
- (a) to maintain order, discipline and efficiency, and
 - (b) to hire, classify, direct, transfer, promote, demote, layoff or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
 - (c) to manage the industrial enterprise in which it is engaged and without restricting the generality of the foregoing to determine the number and location of plants, the kinds and location of machines, tools and equipment to be used, the control of materials and parts, the schedules of productions, and the extension, limitation, curtailment, or cessation of operations and to study and introduce new improved methods, processes, materials and facilities, and to establish rules and regulations covering the operation of its business provided that the said rules shall not be inconsistent with this agreement.
- 3.02 The Company agrees that its exclusive functions provided by this agreement shall be exercised in a manner consistent with all provisions of this agreement.

ARTICLE IV
UNION DUES AND UNION MEMBERSHIP

- 4.01 The parties hereto agree that all employees covered by this agreement shall become members of, and maintain membership in good standing in the Union as a condition of employment.
- 4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour or religion, sex and age.

- 4.03 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment. All present employees who are not now members of the Union shall become members in good standing within thirty (30) days of the signing of the contract.
- 4.04 As a condition of employment of every employee under this agreement the company shall deduct the amount of Union dues from his wage each week and shall remit the same to the Union on or before the first week of the month following the month in which it is deducted.
- 4.05 The amount to be deducted will be advised by the Union. The Company will be notified in writing of the Union official to whom the money shall be sent.

ARTICLE V
STRIKES AND LOCKOUTS

- 5.01 This agreement provides for the just settlement of disputes of any nature whatsoever which may arise between the parties hereto and binds them to accept and abide by the decision of an arbitrator should the parties fail to settle any dispute by negotiations.
- 5.02 It is therefore, solemnly promised and agreed by the parties hereto that during the life of the Agreement or while negotiations for its amendment or renewal are in progress there shall be no strikes, slowdowns, stoppages of work, or other interferences with production by the employees hereby covered or any lockouts by the Company.

ARTICLE VI
NO DISCRIMINATION

- 6.01 The Union, and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02 No employees shall be discriminated against by the Company nor suffer any loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.

ARTICLE VII
SPECIFIC PERFORMANCE

- 7.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 7.02 It is understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

ARTICLE VIII
UNION REPRESENTATION

- 8.01 The Union shall appoint one (1) Shop Steward who shall be an employee of the Company covered by this Agreement.
- 8.02 Matters pertaining to the interpretation, application, or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Steward who shall meet regularly at least once each month during normal working hours. The Shop Steward may be accompanied by one other employee from the Unit as well as by the Union's General Chairperson, should he consider it necessary.

- 8.03 The Union may designate and the Company shall recognize Shop Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and the work area the Union has so designated him.
- 8.04 The Shop Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article 9.00 hereof for the settlement of a complaint or grievance; he shall not leave his work except as provided by the said Article 9.00 and only after having informed his Supervisor as to the nature of his business.
- 8.05 The Shop Steward shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.
- 8.06 The Company and the Union agree to establish a Labour Management Safety Committee in Gander, consisting of one Company representative and one Union representative, which shall develop and maintain an Accident Prevention Program. This joint committee shall meet as often as it deems necessary and submit its program to management. Management shall take whatever action it then deems appropriate and necessary.
- 8.07 An employee who is asked to participate in an investigatory interview (which may lead to discipline) upon his request will have the right to Union representation. In the event a Shop Steward is not immediately available, any Union employee will suffice.
- 8.08 Letters of discipline will remain on an employee's file for eighteen (18) months, with the exception of disciplines that result in a suspension. All suspensions will remain in an employee's file until the employee has twelve (12) months without a further suspension.

ARTICLE IX
COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.01 It is agreed that grievances, oral or written, arising out of the interpretation or application of this Agreement will be dealt with as promptly as possible, but no later than 5 days after awareness.
- 9.02 Any employee who feels that there has been a violation or misinterpretation of this Agreement or that he has been treated unfairly under any of its terms may, by telephone or personal interview, discuss the matter with the General Manager and /or Shop Steward with a view to a prompt settlement.
- 9.03 Where such discussion fails to satisfy the complaint or the Union, the matter may be reduced to written form and submitted to the General Manager.
- 9.04 Within five (5) working days of the receipt of the written grievance, or within such longer period as may be agreed mutually, the General Manager shall meet with the Shop Steward to discuss the matter and shall attach his reply thereto.
- 9.05 Should the General Manager's reply be unsatisfactory to the Union, the matter may be referred to arbitration.
- 9.06 Within fifteen (15) working days of when the matter was or should have been dealt with by the General Manager, either party may advise the other of its decision to refer the matter in dispute to arbitration.
- 9.07 Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.

ARTICLE X
ARBITRATION

- 10.01 Should the parties fail to adjust a grievance through the procedure contained in Article 9.00, the grievance may be submitted to arbitration on written notice form either party within ten (10) working days following its disposition at the preceding stage.
- 10.02 Within ten (10) working days from the delivery of such notice, the parties shall select an Arbitrator in accordance with Letter of Understanding #1 (attached).
- 10.03 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 10.04 The proceedings of the arbitration shall be expedited by parties hereto.
- 10.05 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.
- 10.06 The Arbitrator will make his award as to the matter in dispute known to the parties within thirty (30) days of the date of the last hearing and in making such award, shall not have the power to amend or in any way change the provisions of this Agreement.
- 10.07 In hearing disputes arising out of the suspension or dismissal of an employee, the Arbitrator, where he finds such suspension or dismissal to be with just cause, may modify the penalty.
- 10.08 The parties to this Agreement will jointly share the fee and expense of the Arbitrator.

ARTICLE XI
PROBATION

- 11.01 Seniority of each employee will be established after a probationary period of 90 calendar days worked and if the employee is retained in service of the Company beyond that period, he will be considered permanent and his seniority date shall be backdated 90 calendar working days (to a maximum of five (5) days per week).
- 11.02 Probationary employees will be entitled to all rights and privileges provided by this Agreement, unless provided otherwise, except only that they may be discharged without recourse to the grievance procedure.
- 11.03 Any person re-employed by the Company after having separated from its employment shall, when re-employed be a probationary employee as herein provided. A laid off employee who retains seniority as provided by Article 13.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

ARTICLE XII
SENIORITY

- 12.01 On the date of completion of his probationary employment, an employee shall have seniority in the Company retroactive to his date of hire and thereafter, shall accrue seniority as provided herein. The Company will keep the Union informed of all employees hired in this category and Union dues shall be deducted from the first full week of employment.
- 12.02 Subject to Sections 12.03 and 13.05, an employee's seniority shall pertain solely to his classification. The classifications which the parties hereto have agreed upon for this purpose are listed in Article 22, 24 and 27.00.

- 12.03 Should an employee be permanently transferred from one classification to another classification, his seniority shall continue to accrue in to his old classification. Employees temporarily transferred to a higher classification shall not accrue seniority in that classification for the temporary period, but shall receive first consideration for permanent promotion in that job.
- 12.04 Accrual of Seniority Under Layoff: An employee who has been laid off shall continue to accrue seniority except as provided by Section 13.05 hereof.
- 12.05 Loss of Seniority: An employee shall forfeit all seniority:
- should he/she be granted leave of absence for more than thirty (30) days, except as specified in Article 14.00, or
 - should he/she be absent for three (3) consecutive working days without reporting to the Company and without reasonable explanation, or
 - should he/she voluntarily quit his employment, or
 - should he/she be dismissed for just cause, or
 - should he/she fail to respond to recall pursuant to Article 13.00 Sections 7 or 8 hereof, or
 - if he/she accepts employment during the period of leave of absence or sickness.
- 12.06 Salaried Employment: Subject to all provisions of this Article 12.00, seniority shall be retained and accrued by any employee who hereafter is transferred to salaried employment as a Supervisor directly supervising employees under this Agreement for a period of three (3) months and shall then be removed from the seniority list.
- 12.07 The Company shall maintain and post seniority lists. In addition to the seniority lists posted, the Company will provide the Union with two seniority lists; one to the Shop Steward and one to the General Chairperson. There shall be a seniority list for each location.
- 12.08 In the event of a loss of contract of either (Shell Canada or Irving Oil), Airconsol Aviation Company seniority will prevail. Gander employees will be able to change work locations (Shell Canada or Irving Oil) to remain employed.

ARTICLE XIII LAYOFF AND RECALL

- 13.01 Should cause such as fire, flood, explosion, Act of God, or any unforeseeable work stoppage affecting airport operation make it necessary to reduce the work force, twenty four (24) hours notice will be given to the employees by the Company. The employees affected thereby shall be laid off according to classification seniority without notice providing that seniority shall apply during such lay off. In the event of a resumption of operations, the employees affected shall be recalled by classifications seniority.
- 13.02 Lay-Off for Extended Periods: In the event of layoff, seniority as defined in Article 12.00 Section 2 hereof, shall determine the employees to be retained.
- 13.03 The Company shall notify the Union as soon as possible prior to any layoffs. All employees shall receive at least seven (7) days notice of any layoff, except in the case of layoff as defined in Article 13.00 Section 1.
- 13.04 The Shop Steward shall have top seniority in his classification for purpose of layoff only, and shall be retained in employment regardless of seniority so long as there is work available that he is competent to perform.

- 13.05 An employee who has been laid off shall be listed according to seniority for two (2) years after the day on which he was laid off. If not recalled to work during that time, his name shall then be removed from the list and the General Chairperson and Shop Steward shall be so advised.
- 13.06 When work is available in any classification from which there has been a layoff, seniority shall determine the employees to be recalled. Every previous employee then having seniority in the said classification shall be recalled before any other person is transferred into or hired into it.
- 13.07 Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The General Chairperson and Shop Steward shall receive a copy of each letter of recall and notification of each made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 13.08 If within three (3) working days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

ARTICLE XIV
LEAVE OF ABSENCE

- 14.01 Leave of absence without pay granted by the company for a period of thirty (30) calendar days or less shall be without loss of seniority and with accrual of seniority. A request for a formal leave of absence must be presented in writing to the General Manager at least thirty (30) days in advance of the period of time desired. The Company shall render its decision on such request within seven (7) days after receipt of the request. A request for an emergency leave of absence must be presented to the General Manager.
- 14.02 The Company shall inform the General Chairperson and Shop Steward of leave of absence without pay granted by the Company for more than thirty (30) calendar days. Such leave of absence shall occasion loss of all seniority except as otherwise agreed in writing between the Company and the Union.
- 14.03 Upon forty-eight (48) hours notice from the Union the Company shall grant leave of absence as necessary to officials of the Union for the transaction of Union business provided that such leave of absence shall not exceed an aggregate of sixty (60) working days in any calendar year. It is agreed that the Company will maintain such employees on the payroll at their straight time regular rate during such period of absence provided that the Company may invoice the Union for the time lost by the employee, including payments made on his behalf.
- 14.04 On furnishing proof to the Company of inability to work because of illness or injury, an employee may be granted sick leave without pay for a period not exceeding fifty-two (52) weeks. Any further extension of such sick leave shall be at the discretion of the Company. The Company may require evidence of the employee's fitness to resume his previous occupation. Seniority shall accrue during sick leave.

ARTICLE XV
JOB POSTING

- 15.01 Whenever new positions within a station are created and vacancies occur, employees will be given preference to such positions or vacancies based primarily on their seniority; however, skill, ability, experience and qualifications will also be considered. Seniority shall be the determining factor when the above elements are substantially equal.

- 15.02 All station vacancies will be posted for a period of five (5) days on Company bulletin boards. If no suitable applicants are brought forward by this posting within the five (5) days specified, the Company will fill the vacancy by such other means as it may deem fit.
- 15.03 Employees who are on vacation or authorized leave of absence during the posting period will have three (3) days after their return to bid on the opening.

ARTICLE XVI
POSTING NOTICES

ARTICLE XVII
SHIFT ARRANGEMENTS

- 17.01 An accredited Union representative will be given the opportunity for input into proposed work schedules. The employer has the sole and unilateral right to establish work schedules (i.e. 6 & 3, 4 & 3 or 5 & 2).

ARTICLE XVIII
OVERTIME

- 18.01 (a) The Union recognizes the necessity of overtime work in the airline industry and agrees to cooperate with the Company in this respect
(b) The Company will distribute overtime as equitably as possible. Dependent upon requirements, overtime will be offered to employees in the following order. The Company will meet with the Union within 60 days after ratification to agree on local overtime procedures.
- 18.02 An employee shall be compensated for overtime work as follows:
(a) For authorized overtime following scheduled shift hours, time and one-half shall be paid for all hours worked.
(b) An employee who worked on a regularly scheduled day off shall be paid time and one-half for the first eight (8) hours and double time for all hours thereafter.
(c) An employee called into work on a statutory holiday will receive double time (2x) for such work. An employee scheduled to work on a statutory holiday that must work beyond his scheduled hours will receive double time (2x) for the hours worked beyond his scheduled hours on the holiday.
- 18.03 All authorized time worked on a Statutory Holiday shall be paid for at double time and one-half.
- 18.04 Overtime premium shall be calculated on the employee's base hourly rate excluding bonus and premium unless otherwise provided by this Agreement.
- 18.05 (a) An employee working overtime in excess of two (2) hours shall be paid a meal allowance in the amount of eleven dollars (\$11.00).
(b) The meal ticket must be used within five (5) working days of being issued and cash will not be received in exchange for the ticket, nor will change be received for partial use of the ticket.
(c) If employees due to operations work overtime, in accordance with 18.05 (a) outside the normal food service schedule at the airport, the employee will be issued a meal ticket, during normal working hours upon verification of the overtime hours worked.
- 18.06 An employee recalled to work after having completed his daily work assignment or if called into work on his scheduled day off shall receive a minimum of four (4) hours of work or pay in lieu thereof at the applicable overtime rate. Employees who are required to work overtime after their regular shift, as distinguished from a call-in receive a minimum of one-half hour overtime. Thereafter the employees shall be paid for actual time worked.

- 18.07 The present overtime procedure shall remain in effect.
- 18.08 Time Bank:
- (a) An employee can use a maximum of forty-eight (48) hours in one year. If an employee has hours left over at the end of the year, then those hours roll into the next year never to exceed forty-eight (48) hours. Once the forty-eight (48) hours (rolled over and accrued) has been reached in a given year then an employee cannot accrue any additional hours until the following year.
 - (b) An employee can only submit one request for a given week. Employee can request a maximum of 24 hours in the week. Only a four (4) hours or entire shift request may be submitted.
 - (c) A minimum of seven (7) days will be required to submit the request. The first employee to put in the request for a given day will be eligible for management review.
 - (d) Management will have sole discretion to approve the request.
 - (e) Any employee that receives approval for a partial shift and fails to work the non approved portion will not be compensated for the approved request and will forfeit those hours.

ARTICLE XIX
STATUTORY HOLIDAYS

- 19.01 The following statutory holidays shall be observed:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Boxing Day | |
- 19.02 Should the Federal Government legislate a new holiday during the term of this Agreement, which would differ from the aforementioned, said holiday shall be observed.
- 19.03 Should a statutory holiday fall on an employee's scheduled day off or during his vacation period, the employee shall be granted an additional day off with pay, to be taken at a time that is mutually agreed upon.
- 19.04 Employees required or scheduled to work on any of the statutory holidays, shall be paid at the rate of double time and one-half. Employees not scheduled to work shall receive an additional days pay.

ARTICLE XX
SHIFT DIFFERENTIAL

- 20.01 Effective July 1, 2007, a shift premium of fifty-five cents (\$0.55) will be paid for all hours worked between fifteen hundred (1500) hours or three (3:00) P.M. and twenty-three hundred (2300) hours or eleven (11:00) P.M.. A seventy-five cents (\$0.75) premium will be paid for all hours worked between twenty-three hundred (23:00) hours or eleven (11:00) P.M. and zero seven hundred (0700) hours or seven (07:00) A.M.

20.02 Working Supervisors (post July 2004) shall be paid the following rate for his classification.

0	-	12 months	\$15.50 per hour*
13	-	24 months	\$16.00 per hour*
25	-	36 months	\$16.50 per hour*

*As an actual Working Supervisor

Working Supervisor (pre July 2004) will be paid the following rate for his classification.

July 1, 2007	2.0% Wage Scale Increase.*
July 1, 2008	2.0% Wage Scale Increase.*
July 1, 2009	2.0% Wage Scale Increase.*

*As an actual Working Supervisor.

"Acting" Working Supervisor shall be paid \$2.25 per hour (premium) over his/her regular rate of pay.

Subject to final Company authority Working Supervisors may be required to:

- a.) Assign work.
- b.) Give direction as to proper use of equipment, work methods, procedures and safety practices.
- c.) See that assigned personnel are properly utilized.
- d.) Perform the work of his classification.
- e.) Shall be responsible to supervision for the performance of the above duties.
- f.) Perform paperwork related to fuel company reports.
- g.) Arrange maintenance/repairs for equipment requiring service.
- h.) Other duties as assigned by management.

Lead Hands shall be paid \$1.00 per hour (premium) over his/she regular rate of pay.

Subject to final Company authority Lead Hands may be required to:

- a.) Assign work
- b.) Give direction as to proper use of equipment, work methods, procedures and safety practices.
- c.) See that assigned personnel are properly utilized.
- d.) Perform the work of his classification.
- e.) Handle emergency maintenance issues.
- f.) Other duties as assigned by management

There will be a full time Working Supervisor on day shift at Airconsol Aviation (Irving) and Airconsol Aviation (Shell) in Gander from Monday to Friday. At all other times there will be either a Lead Hand or Acting Working Supervisor on shift when there are two (2) or more people on shift. The Lead Hand or Acting Supervisor will be offered to the senior man on shift and offered to employees in seniority order should a person refuse the assignment.

20.03 Bereavement Allowance: Effective July 1, 2007 Bereavement Allowance: In the event of a death in the employee's immediate family (parent, spouse, or common-law spouse, child, brother, sister, father or mother of his legal spouse, grandparents or grandchildren) he would receive the next three (3) succeeding working days off. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that workday. In the event of the death of the employee's sister-in-law or brother-in-law, the employee will be granted one (1) day, paid by the Company, to attend the funeral (proof may be required, in the way of an obituary).

Jury Duty and Crown Witness: Employees subpoenaed as witnesses or required to serve on a jury shall be paid the difference between the amount they receive for such service and their normal daily earnings.

- 20.04 The Company will assume the full cost, if any, of parking at the airport.
- 20.05 The following items of apparel shall be supplied by the Company and issued at the spring and fall schedules: On an as required basis.
- Each employee shall be issued, 3 pants, 3 shirts, 2 coveralls and 1 parka. Replacement parkas will only be issued every 2 years.
- The Company will issue new "Winter Coveralls" to all employees active on date of ratification.
- Boots - The Company will provide a \$100.00 total boot allowance per year, any remaining amount from the first purchase can be applied to a second purchase with a receipt. Such boots must be suitable for working on the ramp.
- 20.06 Training pay will be \$1.00 per hour per person for "initial" ramp fuel training.

ARTICLE XXI
ANNUAL VACATION WITH PAY

- 21.01 (a) Employees who have completed twelve (12) months of continuous service with the employer shall be entitled to receive two (2) weeks' vacation with pay equal to four percent (4%) of his total earnings with the Company during the calendar year.
(b) Employees who have completed five (5) years of continuous service with the employer shall be entitled to receive three (3) weeks vacation with pay equal to six percent (6%) of his total earnings with the Company during the calendar year.
(c) Employees who have completed ten (10) years of continuous service with the employer shall be entitled to receive four (4) weeks vacation with pay equal to eight percent (8%).
- 21.02 An employee leaving the services of the company having less than twelve (12) months service shall receive benefits in accordance with the provisions of the Canada Labour Code pertaining to airport installations.
- 21.03 Vacation pay shall not be paid for vacations not taken.
- 21.04 "Total Earnings" for the purposes of this Article 21.00 shall mean the total amount of earnings recorded for income tax purposes, plus Worker's Compensation payments, if any.
- 21.05 Employees, who have been absent from work up to thirty (30) calendar days, will not have their vacation time or pay reduced. Employees who have been absent from work more than thirty (30) days will have their vacation on a prorated basis.

ARTICLE XXII
GROUP INSURANCE

- 22.01 The Company shall provide the following with a cost sharing agreement. Employees will contribute 15% of total premium for coverage's except group life and AD&D Insurance.
- 1.) Life Insurance in the amount of twenty-five thousand dollars (\$25 000.00) and AD&D in the amount of thirty thousand dollars (\$30 000.00).
 - 2.) (a) Effective July 1, 2001, the employer shall provide a Group Health Care Plan.

(b) Dental Coverage

- (i) 80% on Basic: (one thousand dollars (\$1 000.00) per person max per calendar year for combined coverage, except ORTHODONTIC, ENDODONTIC, PERIODONTIC & PROSTHODONTIC.
- (ii) 50% on ORTHODONTIC (Lifetime Max per person one thousand dollars (\$1000.00).
- (iii) 70% on: (The maximum per calendar year is part of the one thousand dollars (\$1 000.00) per person referred to in item "a" above). MAJOR RESTORATIVE PROSTHODONTICS, payment based on current approved "Dental Fee Guide" for the province of residence.
- (iv) Coverage shall be provided for an employee's wife (husband) and children at no cost to the employee.

(c) Long Term Disability (LTD): The Company shall provide a LTD Plan. Such Plan shall have a three hundred and sixty five (365) day waiting period and coverage shall be provided to age sixty five (65). Reimbursement shall be seventy-five percent (75%) of the employee's basic salary to a maximum of two thousand five hundred dollars (\$2,500) per month. Details of the above insurance plan shall be as contained in the summary plan description. Effective June 1, 2008 the coverage will start after six (6) months. The AVERAGE increased cost per employee is \$12 per month (as insurance providers increases are passed on to the Company). Every employee MUST enroll in the plan.

SHNS Drug Deductible - \$5.00 per prescription.
Health Care – 80% reimbursable.

- 22.02 New full time employees hired after July 1, 2001 shall come eligible for benefits on the first day the month following completion of six (6) months of service.
- 22.03 The employer will continue to make payments for coverage of the above benefits for an employee who is laid off until he has been off the payroll for thirty (30) continuous days. An employee who resigns or is terminated for cause shall cease to have benefits as of the effective date of termination. In the case of an employee who is placed on Medical Leave of Absence, his Life Insurance and Drug Plan shall continue in effect until the employee returns to work or terminates.
- 22.04 In the event of industrial accident, when the employee is sent home by the doctor, he shall be paid for the full day.
- 22.05 Temporary employees hired as summer replacements shall not be eligible for the above benefits until or if they are employed on a permanent basis.
- 22.06 Each employee who has completed one (1) year of service shall be entitled to fifty (50) hours sick leave with pay between July 1st of one (1) year and June 30th of the next year. The total number of sick hours used by each employee during the year will be subtracted from the authorized amount (i.e. fifty hours). An employee may elect in June of each year however, to be paid for remaining sick hours at the straight time hourly rate. An employee electing to be paid for the sick hours unused between July 1st and June 30th shall be paid in June.

ARTICLE XXIII
WORK BY SUPERVISORS

- 23.01 Supervisors shall not perform work covered by this Agreement except for purposes of instructions or checking out equipment, or in cases of emergency.

ARTICLE XXIV
PART TIME EMPLOYEES

- 24.01 The Union agrees that the company shall have the right to employ part time employees under the following terms conditions:
- The Company will be permitted to employ part time employees for thirty-six (36) hours per week to a maximum of 33% of the full time work force.
 - Part time employees may work to a maximum of thirty-six (36) hours per week and a maximum of twelve (12) hours per day.
 - Clothing and boot allowance will be provided as per Article 20.06
 - Statutory holiday paid as per Canada Labour Code.
 - No other provisions of this agreement except those that are legally required shall apply.

ARTICLE XXV
RENEWAL, AMENDMENT AND TERMINATION

- 25.01 Except as otherwise proved herein, this Agreement shall be effective July 1, 2007, and shall continue in full force and effect until June 30, 2010, and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

ARTICLE XXVI
WAGES

- 26.01 New employees (Refueler) will be paid in accordance with the following scale:

Length of Service			Part Time	Full Time
0	to	12 months	\$11.00	\$11.50
13	to	24 months	\$11.50	\$12.00
25	to	36 months	\$12.00	\$12.50
37	to	48 months	\$12.50	\$13.00
49	to	60 months	\$13.00	\$13.50

Existing Employees who are currently less than \$13.50 per hour will be placed in the above scale, on July 1, 2007, based on their length of service. They will then progress through scale with raise on their anniversary.

Existing over-scale employees, prior to 1990, on contract anniversary:

July 1, 2007	3.0%	Wage Scale Increase.
July 1, 2008	3.0%	Wage Scale Increase.
July 1, 2009	3.0%	Wage Scale Increase.

Existing over-scale employees, post 1990, on contract anniversary:

July 1, 2007	8.0%	Wage Scale Increase.
July 1, 2008	3.0%	Wage Scale Increase.
July 1, 2009	3.0%	Wage Scale Increase.

Wages rates of existing employees prior to date of ratification are protected in the event of any Company requested reduction of hours.

ARTICLE XXVII
DUTIES OF A REFUELER

27.01 The following are the duties of a refueler:

- Perform fueling operations.
- Receive fuel at the tank farm.
- Ensure the integrity of the product (i.e. daily checks).
- Complete related paperwork.
- Filling fuel trucks as required.
- Ensure the safe operation of equipment and the facility.
- Represent the company in a professional manner.
- Maintain a clean facility and equipment.
- Assist in filter changes as required.
- Any other duties as assigned by management.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

AIRCONSOL AVIATION SERVICES, ULC

By: _____
Clay Mumford

By: _____
John Muirhead

By: _____
Dion Faulkner

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

By: _____
Ken Russell

By: _____
David James

By: _____
Donald Power

LETTER OF UNDERSTANDING #1

Listed below are the names of Arbitrators who are acceptable by the Parties to resolve grievances.

The Arbitrators will be contacted on an alphabetical basis until an individual is found who can hear the grievance with thirty (30) days of being contacted or within such longer period as the parties may agree.

The individual to hear each case will be the one whose name on the list follows that of the person who heard the previous case.

Newfoundland:
Dave Alcock
Christine Fagan
Peter Fenwick

Maritimes:
Innis Christie
J.A. McClellan
Bruce Outhouse

For the Company:

For the Union:

