

COLLECTIVE AGREEMENT

Between

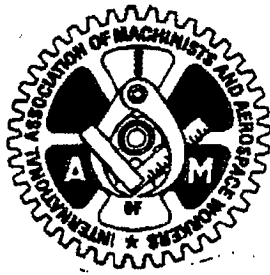
AIRCONSOL AVIATION SERVICES, ULC

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

TRANSPORTATION DISTRICT LODGE 140

JULY 1, 2008 – JUNE 30, 2011



GROUND DIVISION
SYDNEY, NS – WABUSH, NL – DEER LAKE, NL

COLLECTIVE AGREEMENT

Between

AIRCONSOL AVIATION SERVICES, ULC

and

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
TRANSPORTATION DISTRICT LODGE 140

(Sydney, Nova Scotia – Wabush, Newfoundland - Deer Lake, Newfoundland)

DATE

July 1, 2008 – June 30, 2011

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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 for all Ground Services Personnel and Customer Service Agents who are employees of the Company employed at Deer Lake, Newfoundland and Labrador; Wabush, Newfoundland and Labrador; and Sydney, Nova Scotia.

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 locations 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 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/her 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 by the Union official as to where to remit such withheld dues.

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 REPRESENTATIVE

- 8.01 The Union shall appoint one (1) Shop Steward from the ramp staff and one (1) Shop Steward from the customer service staff who shall be employees 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 Stewards who shall meet regularly at least once each month during normal working hours. The Shop Stewards 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/her.
- 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/she shall not leave his/her work except as provided by the said Article 9.00 and only after having informed his/her 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 and maintain a joint Health and Safety Committee, which shall meet as often as it deems necessary.
- 8.07 Bulletin Boards: The Company will provide a Bulletin Board and location at all stations where proper notices of direct interest to employees may be posted by the representative of the Union with prior approval of the Company.
- 8.08 Employees covered under the terms of the Collective Agreement shall receive written confirmations of all matters regarding layoff, recall, pay rates or discipline. The Union's Shop Steward will be given copies of such correspondence.
- 8.09 An employee who is asked to participate in an investigatory interview (which may lead to discipline) upon his/her request will have the right to Union representation. In the event a Shop Steward is not immediately available, any Union member will suffice.

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/she has been treated unfairly under any of its terms may, by telephone or personal interview, discuss the matter with the General Manager and/or the 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 from 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".
- 10.03 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he/she alter, modify or amend any part of this Agreement.
- 10.04 The proceedings of the arbitration shall be expedited by the 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/her 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/she finds such suspension or dismissal to be without just cause, may modify the penalty.
- 10.08 The parties to this Agreement will jointly share the fee and expenses of the Arbitrator.

ARTICLE XI
PROBATION

- 11.01 Seniority of each employee will be established after a probationary period of 90 calendar days for ramp employees and customer service employees. The Company may request an additional probation period of ninety days. If the employee is retained in service of the Company beyond that period, he/she will be considered permanent and his/her seniority date shall be backdated 90 calendar days or 180 calendar days based on his classification.
- 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. The Union will be given the opportunity for input into the assessment of probationary employees prior to final decision concerning the retention or discharge of such employee.
- 11.03 Any person re-employed by the Company after having separated from its employment shall, when re-employed again 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.
- 11.04 An employee who voluntarily transfers from one classification to another within the scope of this Collective Agreement, shall serve a probationary period of one month in the new position. If probation fails, the employee may exercise his/her seniority in his/her previous classification.

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/her date of hire and thereafter, shall accrue seniority as provided herein and will be listed on the Company classification and station seniority lists.

- 12.02 Subject to Section 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 25.00.
- 12.03 Should an employee be permanently transferred from one classification to another classification, his/her seniority shall continue to accrue in to his/her old classification as provided in 11.04. 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/her 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 13.07 or 13.08 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 six (6) 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.

ARTICLE XIII

LAYOFF AND RECALL

- 13.01 Should cause such as fire, flood, explosion, act of God, or any unforeseeable work stoppage affecting airport operations make it necessary to reduce the working 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 classification 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 layoff. All employees shall receive at least seven (7) days notice of any layoff, except in the case of layoff as defined in Article 13.01.
- 13.04 The Shop Steward shall have top seniority in his/her classification for purposes of layoff only, and shall be retained in employment regardless of seniority so long as there is work available that he/she 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/she was laid off. If not recalled to work during that time, his/her 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 signed facsimile 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 or 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 or signed facsimile.
- 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 of 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 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 or 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 the opening.

ARTICLE XVI
POSTING NOTICES
DELETED

ARTICLE XVII
SHIFT ARRANGEMENTS

- 17.01 An accredited Union representative will be given the opportunity for input into proposed work schedules. The Company however reserves the exclusive right to establish work schedules. Shift schedules will be posted at least seven (7) calendar days in advance. Employees can bid on posted schedules.
- 17.02 The Company will endeavor to assign four (4) hour shifts in the winter months.

- 17.03 The Company will make every effort to discuss shift changes with Union Representatives.
- 17.04 Punch clock will be used by all employees.

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 (local overtime procedure).
- 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 scheduled time worked on a Statutory Holiday shall be paid for at double time and one-half.
- 18.04 Overtime premium shall be one and one half (1.5x) times the employee base hourly rate. All premiums (lead, working supervisor, northern allowance and shift differential) shall be paid at straight time.
- 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 and fifty cents (\$11.50).
(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 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.
(d) Lead Hands will be able to issue meal allowance.
- 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 time and one half for actual time worked.

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 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 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.

ARTICLE XX
SHIFT DIFFERENTIAL

20.01 A shift premium of \$0.30 will be paid for all hours worked between 1600 – 2400. A shift premium of \$0.40 will be paid for all hours worked between 2400 – 0600.

20.02 Northern allowance premium for Wabush will be \$3.25 per hour for each hour worked. There will be no compounding of overtime rates or premiums.

20.03 Working Supervisors. Working Supervisors shall be paid the rate for his classification. Subject to final Company authority, Working Supervisors may be required to:

- (a) Assign work.
- (b) Give directions as to proper use of equipment work methods and procedures, 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 incidental paperwork related to the above item.

- 20.03 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/her legal spouse or grandparents, grandchildren) he/she would receive the next three (3) succeeding working days off. In the event that the employee loses any time as a result of his/her absence, the Company will pay such lost time. In addition, if the employee is notified while at work of a death in his/her immediate family, he/she 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).
- 20.04 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.
- 20.05 The Company will assume the full cost, if any, of parking at the airport.
- 20.06 Items of apparel shall be supplied by the Company and issued at the Spring and Fall schedules on an as required basis.

Ramp Employees: 3 pants, 3 shirts, 2 coveralls, 1 rain suit, and 1 parka (replacement rain gear and parkas will only be issued every 2 years upon proof of "wear and tear"). Ramp employees will also be issued 3 pairs of winter and summer gloves per year. The Company will provide one pair of winter (insulated) coveralls in Wabush (only) upon ratification of the contract.

Customer Service Agents (Wabush Only): 1 blazer, 1 skirt, 2 pants, 6 blouses/shirts (long or short sleeve), 1 tie/scarf, 1 belt, 1 pair lined gloves, 1 winter overcoat (replacement of winter overcoat will be issued every two years upon proof of "wear and tear").

Customer Service Agents (Deer Lake and Sydney): On completion of probation, where an airline does not supply uniforms, three (3) blouses replaced every year, one (1) blazer, two (2) pants, a scarf and an overcoat replaced every two (2) years upon proof of "wear and tear".

Boots/Shoe Allowance: The Company will reimburse all employees up to \$150.00 per year for the purchase of work footwear upon presentation of receipts (Employees may purchase more than one pair of boots/shoes due to extreme weather changes and indoor/outdoor work requirements). Footwear for ramp employees must meet Company safety guidelines.

Dry Cleaning Allowance – The Company will reimburse all Customer Service Agents up to \$25.00 per month for dry cleaning upon presentation of receipts.

The Company will provide one (1) pair of "insulated coveralls" to all ramp employees active on date of ratification. All new employees will be issued insulated coveralls on completion of probation.

ARTICLE XXI
ANNUAL VACATION WITH PAY

- 21.00 (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%).
- 21.01 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.
- 21.02 Vacation must be taken within the calendar year.
- 21.03 "Total Earnings" for purposes of this Article 21.00 shall mean the total amount of earning recorded for income tax purposes, plus Workmen's Compensation payments, if any.
- 21.04 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 30 days will have their vacation on a prorated basis.
- 21.05 The Company will accept two employees being on vacation at the same time in stations that have twenty or more employees in a classification.

ARTICLE XXII
GROUP INSURANCE

- 22.01 Group Insurance benefits will be per the existing plan through Great West Life. Dental insurance to be added effective January 1, 2006 for all full time employees with the Company paying 50% of the total premium and employee paying 50% of the total premium.
- 22.02 All full time employees shall become eligible for benefits on the first day of 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 Part time and temporary employees shall not be eligible for the above benefits until or if they are employed on a full time basis.
- 22.06 Each full time employee shall be entitled to sixty (60) hours sick leave with pay each calendar year, thereafter each employee who has completed the probationary period shall be entitled to a sick bank of sixty (60) hours each calendar year. Pro rata shall be given on a partial calendar year. The total number of sick hours used by the each employee during the year will be subtracted from the authorized amount (i.e. sixty (60) hours). An employee may elect on January 1st of each year to be paid for the remaining sick hours at the straight time hourly rate. An employee electing to be paid for the sick hours unused between January 1st and December 31st shall be paid in January. Hours not used in a calendar year will be carried over to the following year with a one hundred (100) hours cap of sick bank.
- 22.07 A part time employee who worked as a full time employee will be credited with five (5) hours sick for every month worked. A month is defined as a complete month worked as a full time employee, no credits for partial months will apply and the probationary period has been completed. Said employee will be entitled to use sick time when working part time or full time.

ARTICLE XXIII
RENEWAL, AMENDMENT AND TERMINATION

- 23.01 Except as otherwise provided herein, this Agreement shall be effective July 1, 2008 and shall continue in full force and effect until June 30, 2011 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 one hundred and twenty (120) days prior to any such yearly date of termination.

ARTICLE XXIV
WORK BY SUPERVISORS

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

ARTICLE XXV
WAGES

25.01 Regular pay rates are as follows:

Ramp Attendants (Full Time Employees):

Length of Service			Effective July 1/08	Effective July 1/09	Effective July 1/10
0	–	12 months	\$10.00	\$10.50	\$11.00
13	–	24 months	\$10.25	\$10.75	\$11.25
25	–	36 months	\$10.50	\$11.00	\$11.50
37	–	48 months	\$10.75	\$11.25	\$11.75
49	–	60 months	\$11.00	\$11.75	\$12.25

Ramp Attendants (Part Time Employees):

Length of Service			Effective July 1/08	Effective July 1/09	Effective July 1/10
0	–	12 months	\$ 9.50	\$10.00	\$10.50
13	–	24 months	\$ 9.75	\$10.25	\$10.75
25	–	36 months	\$10.00	\$10.50	\$11.00
37	–	48 months	\$10.25	\$10.75	\$11.25
49	–	60 months	\$10.50	\$11.00	\$11.50

Customer Service Agents (Full & Part Time Employees):

Length of Service			Effective July 1/08	Effective July 1/09	Effective July 1/10
0	–	12 months	\$10.00	\$10.50	\$11.00
13	–	24 months	\$10.75	\$11.25	\$11.75
25	–	36 months	\$11.25	\$11.75	\$12.25
37	–	48 months	\$11.75	\$12.50	\$13.00
49	–	60 months	\$12.50	\$13.00	\$13.50

Existing ramp employees who are currently less than \$11.00 per hour (\$10.50 part time) and Customer Service Agents currently less than \$12.50 will be placed in the above scale, on July 1, 2008, based on their length of service. They will then progress through scale with a raise on their anniversary

Ramp employees placed on the scale at \$11.00 (\$10.50 part time) and Customer Service Agents placed on scale at \$12.50 on July 1, 2008 will get a 3% increase on July 1, 2009 over new scale and a 3% increase on July 1, 2010 over new scale. Employees with more than 60 months of service on July 1, 2008 will get a \$1.75 increase in their hourly rate and a 3% increase July 1, 2009 and a 3% increase July 1, 2010.

Employees that surpass sixty months in the life of the agreement will move to the over 60 months scale and receive 3 percent wage uplift on July 1st of the remaining years of the agreement.

Note: Working Supervisors when appointed by the Company will receive a premium of \$3.50 per hour effective July 1, 2008, \$3.75 effective July 1, 2009 and \$4.00 effective July 1, 2010.

Note: Leads, when appointed by the Company will receive a premium of \$1.50 per hour.

Note: A Lead Hand or a Working Supervisor must be on shift at all times and at all stations. When there are two or more employees on a shift the Company will make one a Lead Hand when there is no Working Supervisor on Duty.

Note: No Employee is to see a pay decrease as a result of these contract negotiations.

Note: Should a full time employee be put down to part time, he/she will retain their regular full time rate. After an employee is full time for six (6) months his/her rate will be protected.

ARTICLE XXVI **PART TIME EMPLOYEES/TEMPORARY EMPLOYEES**

26.01 The provisions of the agreement will not apply to temporary employees. A temporary employee is one who is employed to replace an absent employee who is on vacation or a leave of absence or seasonal business increases.

A part time employee, unless otherwise specified herein, shall be entitled, after the probationary period of 90 calendar days, to the following:

- A separate seniority list, statutory holiday pay, vacation pay, shift differential and uniforms.
- A part time employee who worked as a full time employee will be credited with five (5) hours sick for every month worked. A month is defined as a complete month worked as a full time employee, no credits for partial months will apply and the probationary period has been completed. Said employee will be entitled to use sick time when working part time or full time.
- The Company will endeavor to schedule the most senior part time employees the maximum 30 hours per week.

The Company will be permitted to employ part time employees for thirty (30) hours per week to a maximum of 100% of the full time work force.

ARTICLE XXVII
TRAVEL

27.01 Travel – Employees required to travel on their regular scheduled day off for training shall be compensated for eight (8) hours straight pay. Employee who have completed eight (8) hours work and are required to travel will receive straight pay for actual hours traveled.

The Company will request that the airline provide reasonable notice of training and with notice, the Company will be able to advance per diem.

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.

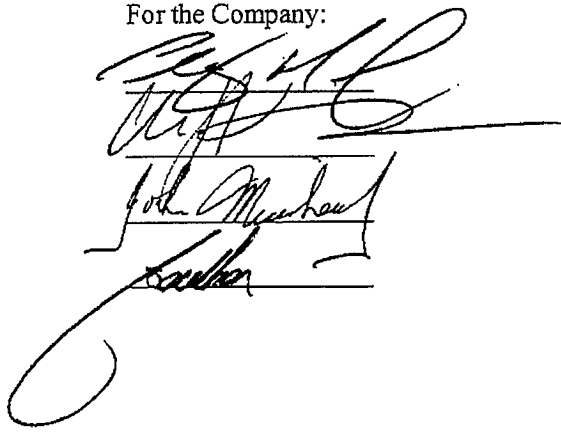
Newfoundland:

Dave Alcock
Peter Fenwick

Maritimes:

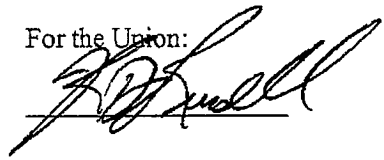
Innis Christie
J.A. McClellan
Bruce Outhouse

For the Company:



Handwritten signatures for the Company, including a large signature at the top and several smaller ones below it, some with horizontal lines underneath.


For the Union:

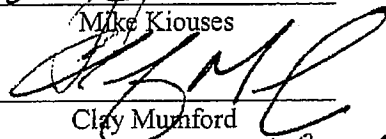


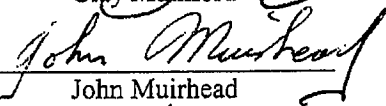
Handwritten signature for the Union, with a horizontal line underneath.

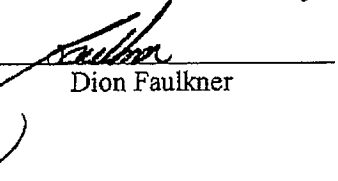
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

AIRCONSOL AVIATION SERVICES, ULC:

By: 
Mike Kiouzes

By: 
Clay Mumford

By: 
John Muirhead

By: 
Dion Faulkner

INTERNATIONAL ASSOCIATION MACHINISTS AND AEROSPACE WORKERS:

By: 
Ken Russell

John Campbell

Sandy MacMillan

Patricia Curlew

Bernard Hodder