

COLLECTIVE AGREEMENT

between

SERVISAIR INC.

and

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

1 September, 2007 – 31 August, 2010

**St. John's International Airport
St. John's, Newfoundland
Canada**

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ARTICLE 1 - 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 means by which complaints, grievances and disputes shall be disposed of promptly and equitably.
- 1.02 If, for any reason, any portion of this Agreement is unenforceable or contrary to law, the parties hereto agree that such portion is severable and separable from the remainder of the Agreement and that the Agreement in all other respects will continue in full force and effect in accordance with the terms thereof.

ARTICLE 2 – RECOGNITION

- 2.01 The Company Agent recognizes the Union as the sole and exclusive collective bargaining agent for its hourly-rated employees at St. John's International Airport, except office and supervisory employees, in accordance with the Certificate of Recognition issued by the Canadian Industrial Relations Board.
- 2.02 Employees, who are not members of the Bargaining Unit covered by this Collective Agreement, shall not be engaged in or be utilized in anyway which may be construed as performing work, which is normally accomplished by personnel covered by the agreement. Supervisors may perform Bargaining Unit work on an emergency and training basis only.

ARTICLE 3 – 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, lay off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without just cause may be the subject of a grievance which shall be settled as hereinafter provided, and
 - c) to operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice twenty-four (24) hours before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.
 - d) when an employee is to be suspended from work as a disciplinary measure, the action will be taken within seven (7) working days.

ARTICLE 3 – RIGHTS OF MANAGEMENT (con't)

- e) the foregoing statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company except as limited by the expressed terms of 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 4 – UNION DUES AND UNION MEMBERSHIP

- 4.01 During the term of this Agreement, the Company agrees to deduct regular monthly Union dues or a sum equivalent to the regular monthly Union dues as certified by the Union to be currently in effect according to the Constitution and By-laws of the Union from the wages of each employee, such deductions on each pay day of each calendar month and to remit the amount so deducted to the District Lodge 140 of the IAMAW no later than the tenth day of the following month.
- 4.02 As a condition of their continued employment, all employees shall be required to execute and deliver to the Company an authorization for deduction of the regular monthly Union dues or an amount equivalent to the regular monthly Union dues, as the case may be.
- 4.03 The Company further agrees to deduct authorized initiation/re-instatement fees from employees as authorized
- 4.04 The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the money so deducted shall be sent.
- 4.05 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Employer in such month. The Employer shall not, because the employee did not have sufficient wages to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.01 Strikes: It is hereby agreed that it is the intention of the parties hereto to prohibit strikes in any form, for any conceivable reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to sympathy strikes or unfair labour practice strikes. Accordingly, during the term of this Agreement, no officer, representative or agent of the Union shall authorize, encourage, instigate, promote, cause, engage in, sanction, condone, aid, abet or assist in any kind of strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slow-down, picketing, concerted stoppage of work or any other intentional interruption or curtailment of work against the Company, nor shall any employee encourage or engage in any strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slow-down or the intentional interruption or curtailment of work against the Company. In addition, during the term of the Collective Agreement or negotiations for its renewal, there shall be no lockouts by the Company.

ARTICLE 6 – DISCRIMINATION

6.01 No employee 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.

6.02 Every employee is entitled to employment that is free of discrimination and harassment as it is contrary to the Canadian Human Rights Code. The Company will make every reasonable effort to ensure that no employee is subject to any type of discrimination or harassment.

ARTICLE 7 – 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 8 – UNION REPRESENTATION

8.01 The Union shall name a Chief Steward and two Shop Stewards 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 Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only Shop Committee members, a General Chairperson and/or International Officer of the Union shall be present at meetings with the Company. All time in meetings shall be paid at regular time worked.

ARTICLE 8 – UNION REPRESENTATION (con't)

- 8.03 The Union may designate and the Company shall recognise Shop Stewards and Chief 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 Chief Steward, and the work area the Union has so designated him.
- 8.04 The Company recognizes that the necessity for performance by a Shop Steward or Chief Steward of the functions provided by Article 10 and Article 11 hereof for settlement of a complaint or grievance, can commonly arise during his regularly scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.
- 8.05 The Company will pay two (2) members on the Negotiation Committee the full shift for any day there are negotiations with the Company.

ARTICLE 9 – SAFETY AND HEALTH

- 9.01 The General Manager and the Chief Steward shall meet once each month to discuss Health and Safety and form the Health and Safety Committee.
- 9.02 The Company will contribute once a year the sum of **\$100.00 for Ramp Employee's and \$85.00 for Passenger Service Employee's towards the purchase of safety shoes or boots to each full-time and part-time employee.** The employees shall wear the aforementioned boots/shoes at all times whilst on duty. The payment will be made on April 1 for all employees who have received their allowance on that date in previous years. New employees shall be eligible after they have completed their probation period and each twelve months on that date thereafter.

ARTICLE 10 – DISPUTE AND DISCIPLINE

- 10.01 a) An incident is a situation, which can give rise to disciplinary action and by extension, a grievance from the employee.
- b) The Company agrees to conduct any hearing within seven (7) calendar days immediately following the day that the incident became known. The Company and the Union will mutually agree on the day and the time the hearing is to be conducted.
- c) The Company agrees that any incident report that may be raised shall not be placed on the employee's file unless as a result of the hearing, disciplinary action is taken.
- d) The Company will notify the Union Chief Steward and the affected employee or employees of their decision within seven (7) calendar days of the hearing.

ARTICLE 10 – DISPUTE AND DISCIPLINE (con't)

- e) The Company agrees that in the event a decision is taken as a result of the foregoing to assess a suspension against an employee, then such suspension shall commence within five (5) days following the day of the decision.
- f) Written disciplinary actions are to be removed from the employee record after six (6) months.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 Grievances mean a disagreement respecting the interpretation of the application of the present Collective Agreement.
- 11.02 The Company and the Union emphasize the desirability of settling grievances promptly, thus reducing any possible cause of friction to a minimum.

Grievances shall be resolved as follows:

- a) Step One:
The Union or the employee may file a grievance in writing within seven (7) calendar days of receiving the written decision arising from 10.01 b) and the employee with his Shop Steward and the Chief Shop Steward will meet with the General Manager in an effort to resolve the grievance. At the request of either party, the full-time Union Representative may attend.
 - b) Step Two: Labour Relations:
Should the grievances not be resolved within seven (7) calendar days following its submission in writing to the General Manager or to his designee, the grievance may be brought to the Labour Relations in the manner provided in Article 12 and Labour Relations will render a decision within fifteen (15) days of hearing the grievance.
 - c) Step Three: Arbitration:
Should the grievance not be resolved within seven (7) calendar days following its submission in writing to the General Manager or to his designee, the grievance may be brought to arbitration in the manner provided in Article 12.
- 11.03 Any collective grievance filed by the Union shall be submitted in writing to the General Manager, or to his designee, within seven (7) calendar days of the incident, or the time the incident became known, which gave rise to the grievance. Should the grievance not be resolved within the seven (7) calendar days, it may then be processed to arbitration in the manner provided in Article 12, it may then proceed to Labour Relations as specified in Article 11.02 b) herein.

ARTICLE 11 – GRIEVANCE PROCEDURE (con’t)

- 11.04 Any employee who feels he has been disciplined or dismissed without just and sufficient cause, may file a grievance and the same grievance shall be processed at the first step of the grievance procedure provided for in Article 11.02 a), provided that the right to submit a grievance shall be deemed to be waived in the event the grievance is not submitted in writing within seven (7) calendar days after the disciplinary action or dismissal.
- 11.05 Notwithstanding the provisions of Article 11.04, in the case of the termination of employment of an employee during his probationary period, it is understood that the Company shall have no obligation whatsoever to establish just and sufficient cause for such termination.
- 11.06 Any discipline or grievance not processed through the steps of the grievance procedures provided for herein and within the delays therein mentioned, shall not be considered a valid grievance and shall not be arbitrable.
- 11.07 The time limits provided for in the present grievance procedure may only be extended by mutual agreement in writing between the Company and the Union.

ARTICLE 12 – ARBITRATION

- 12.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.
- 12.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Article 10 and 11 hereof. After exhausting the Grievance Procedure established by this Agreement, either party may notify the other in writing of its desire to submit a matter or question as provided in Article 12 to arbitration. The notice shall be delivered to the other party within fourteen (14) calendar days of the reply after the Second Step of the Grievance Procedure.
- 12.03 The arbitrator shall be selected by the parties from the following list in rotation:

John Scott	St. John’s
Christine Fagan	St. John’s
W. W. Thistle	St. John’s

In the event that the arbitrator selected by the parties is unable to act, the particular case will be referred to the next named arbitrator on the list.

- 12.04 The arbitrator shall hear and determine the matter or question. The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 12.05 The proceedings of the arbitration shall be expedited by the parties hereto.
- 12.06 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.

ARTICLE 12 – ARBITRATION (con't)

- 12.07 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee concerned by the said decision and shall be acted upon no later than fifteen (15) working days after receipt of the award.
- 12.08 The parties shall each pay one-half of the expenses of the arbitrator
- 12.09 Limitations: The grievance shall provide an adequate statement of the alleged violation and indicate the relief sought.
- 12.10 In a grievance of disciplinary measure including a suspension and dismissal case, the arbitrator may maintain, cancel, reduce and determine the condition of reinstatement including compensation, should he come to the conclusion that the action taken is unjust and/or unreasonable.

ARTICLE 13 – PROBATION

- 13.01 The first ninety (90) working days worked by an employee shall be a probationary period during which the Company may assess whether an employee is suitable to be retained. An employee shall be a probationary employee without seniority for the first ninety (90) working days of employment.
- 13.02 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 14 hereof, or an employee on leave of absence, as provided by Article 16 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

ARTICLE 14 – SENIORITY

- 14.01 Definition: - Seniority is defined as an employee's period of continuous service within an occupation covered by the Certification with the Company, measured from the most recent date of hire. Continuous employment shall mean without a break in service.
- 14.02 Use of Seniority: Seniority shall be used to determine the relative rights of employees within an occupational group as expressly set forth in this Agreement. Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the Company nor to the continuation of any particular job classification or arrangement of duties within any job classification at the Company.
- 14.03 Lay-offs and Recalls: The Company has the right to lay-off employees to the extent it determines necessary. Employees in an occupational group shall be laid off in inverse order of their seniority. Employees in an occupational group shall be recalled from lay-off in order of seniority.

ARTICLE 14 – SENIORITY (con't)

14.04 Termination of Seniority: Employee status and seniority shall both terminate when:

- a) an employee voluntarily terminates his employment;
- b) an employee is discharged for a cause and is not reinstated through the Grievance Procedure;
- c) an employee has been on lay-off for a maximum of twenty-four (24) consecutive months. Refer to 15.02(d)
- d) an employee fails to report for work at termination of a leave of absence;
- e) an employee retires;
- f) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice;
- g) an employee who fails to report for his first scheduled shift after he has been declared medically fit by his doctor to return to work;
- h) upon reaching age sixty-five (65) years.
- i) an employee who, while on sick leave, fails to provide a medical prognosis, when requested. The cost of the document will be at the Company's expense.

14.05 The company will post the seniority list every three (3) months and will provide the Union officers and the Shop Committee with one (1) copy each. The Union will assist in determining the accurate seniority date of employees (i.e., employees hired on the same day).

14.06 Employees promoted to full-time Supervisor will lose all seniority within the Bargaining Unit after six (6) months. However, the above shall not apply to those employees promoted to cover vacation, sick relief, disciplinary action or training meetings.

14.06b Temporary Supervisors

- a) It is agreed that if the Company requires temporary openings for Supervisors, such vacancies may be filled by personnel from the Bargaining Unit.
- b) Temporary Supervisors under this category shall remain in the Bargaining Unit, and duties shall be subject to the terms of the Collective Agreement except as outlined below. Remuneration for temporary supervisors shall be their normal hourly rate, with overtime applicable and additionally, pay of Twenty-five (\$25.00) dollars per day effective their first day of such duties.
- c) In each case where the Company requires a temporary Supervisor, the specific job requirements, duration of agreement, etc shall be discussed with the Shop Committee prior to requesting bids. The maximum period for any such position will be six (6) months.

ARTICLE 14 – SENIORITY (con't)

- d) Seniority shall continue to accrue in the employees respective classification during such temporary period, but will not be the deciding factor in obtaining such a position. The Station Manager will decide based on an employees overall experience and capabilities to perform such duties.
- e) An employee selected under this article wishing to demote themselves back to their original position in the Bargaining Unit, may do so upon written request to the Station Manager. Either the Company or the employee may request the individual step down from the temporary supervisor's position to their previous classification. All such requests will be approved within seven (7) days.

ARTICLE 15 – LAY-OFF AND RECALL

- 15.01 Should cause such as fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off according to seniority, with twenty-four (24) hours notice from the commencement of work stoppage, providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.
- 15.02
- a) The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least two (2) weeks' notice of any lay-off, except in the case of lay-off as defined in 15.01.
 - b) Employees being laid off in an occupation, will be called back in the reverse order they were re-classified with their accumulated seniority.
 - c) Should it become necessary to increase the number of employees in occupation from where an employee has been laid off or has been displaced, the Company will recall the employees in the reverse order of their lay-off or displacement.
 - d) An employee who has been laid-off shall be listed according to seniority after the date of lay-off and remain on the seniority list for a period of time equal to their seniority to a maximum of twenty-four months.
- 15.03 Recall shall be by registered mail or wire to the address last filed by the employee with the Company. The Union shall receive a copy of each letter of recall. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 15.04 If, within five (5) 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 to work because of accident or illness or other sufficient cause, his employee status and seniority shall terminate.

ARTICLE 15 – LAY-OFF AND RECALL (con't)

Where the employee has satisfied the Company that he is unable to return to work because of accident or illness or other sufficient cause, he shall be recalled to the next available vacancy in his occupational group for which he presently has the qualifications and ability at the time he is fit to return to work, for the work required. At the time of such recall the employee will resume his place on the seniority list.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Leave of Absence: Leave of absence without pay may be granted by the Company with two (2) weeks written notice for a period not exceeding six (6) months. Such leave, when granted, shall be without loss and accrual of seniority. The Company will give its reply within fourteen (14) days of receipt of request. Should the Company not respond in writing, then leave of absence will be considered granted.
- 16.02 The Company shall inform the Union of all leaves of absences without pay granted by the Company.
- 16.03 a) On request of the Union, the Company may grant leave of absence, without pay, to officials of the Union or their delegates for the transaction of Union business, provided that such leave of absence shall not exceed an aggregate of ninety (90) days in any calendar year for any such employee, except that leave of absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Trade Union conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of two (2) employees, leave of absence of three (3) Union members at one time shall be restricted to two (2) days.
- b) The Union Negotiating Committee shall be granted the time off work without pay necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement. The Negotiating Committee is not to exceed two (2) employees whose names are to be submitted to the Company in writing.
- 16.04 On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who, at any time, shall be granted such leave shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence.
- 16.05 Maternity Leave Entitlement is given to every employee who
- a) Has completed six (6) consecutive months of continuous employment with the company
And
- b) Provides the Company with a certificate of a qualified medical practitioner certifying that she is pregnant

ARTICLE 16 – LEAVE OF ABSENCE (con’t)

Is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may not begin not earlier than eleven (11) weeks prior to the estimated date of confinement and not later than seventeen (17) weeks following the actual date of confinement.

16.06 Parental Leave – every employee who has completed six (6) consecutive months of continuous employment with the company is entitled to and shall be granted leave of absence from employment of up to thirty-seven weeks to care for the new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in Newfoundland.

- a) the leave of absence may only be taken during the fifty-two (52) week period beginning on the day on which the child is born or comes into the care of the employee.
- b) the total amount of leave that may be taken by employees in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.
- c) The total amount of leave that may be taken by one or two employees under Maternity Leave and Parental Leave shall not exceed fifty-two (52) weeks.

Written notice must be given to the Company at least thirty (30) days prior to the start of such leave.

16.07 Employees shall be granted one (1) day off with pay in the week that the employee’s spouse gives birth.

16.08 Leave of absence for educational purposes, not exceeding nine (9) months shall be granted to any employee by the Company upon not less than four (4) weeks written notice. There shall be no more than one (1) employee granted such leave at anyone time. Such leave shall not affect the employee’s position on the seniority list as outlined in Article 14. Leave to be granted on a first come basis. Such leave may be extended upon the authorization of the Company or upon course requirements.

ARTICLE 17 – JOB POSTING

17.01 a) The Company reserves the right that promotions and transfers to higher paid jobs will be based primarily on the skill, ability, experience and qualifications required to do the job, by seniority of the employees concerned.

In the event the most senior employee is not chosen, the burden of proof shall be with the Company to justify the decision.

b) Where there is a vacancy in a full-time Ramp Serviceman position, part-time employees may apply; the Company shall choose the applicant with the most seniority.

ARTICLE 17 – JOB POSTING (con't)

- 17.02 All Bargaining Unit vacancies will be posted for a period of five (5) days on Company bulletin boards in the workplace. 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 they deem fit.
- 17.03 Employees, who are on vacation, sick and compensation leave during the posting period will have three (3) days after their return to bid the opening.
- 17.04 At the time of the airlines schedule changes, employees may bid the work time schedules in order of seniority having regards to experience and training.
- 17.05 Employees who bid and are trained on special job functions shall be required to remain on a specific work schedule for a period of six (6) months and may not be bumped from that position by a senior employee.

ARTICLE 18 – POSTING OF NOTICES

- 18.01 The Union may post notices and Union information for its members on the Union bulletin board provided by the Company for the Union on the Company premises.

ARTICLE 19 – HOURS OF WORK AND SHIFT ARRANGEMENTS

- 19.01 Purpose of Article: Nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.
- 19.02 a) The standard full-time work week shall consist of forty (40) hours to be worked in a manner to best meet the Company's contractual commitments. A full-time working day shall consist of eight (8) hours including one half (1/2) hour paid meal break each day. The forty (40) hour week can be made up from any shift rotation that is mutually agreed upon, provided such shifts are not less than two (2) months in duration. Also, the Company agrees to implement pay-cheque averaging where there is a consistent shift of unbalanced weekly hours.
- b) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break between the 3rd and 6th hour of the shift. If an employee is required to work during his scheduled meal break, he shall be paid at the rate of one and one-half (1½) times his regular hourly rate for any such time worked and will be granted his meal break prior to the end of his shift

ARTICLE 19 – HOURS OF WORK AND SHIFT ARRANGEMENTS (con't)

19.03 Late starting for employees who arrive late for work shall be calculated as follows:

5 to 20 minutes	15 minute deduction
20 to 35 minutes	30 minutes deduction

“Excessive” lateness shall be subject to disciplinary action.

19.04 The regular schedule of shifts will be posted and copies supplied to the Union thirty (30) days in advance. When it is necessary to change shift schedules to allow for changes in airline schedules, notice will be given to the Union. In order for the Company to deal with changes by a charter carrier, it is agreed that if notice of a charter carriers change in requirements is insufficient to permit a shift bid from being processed in accordance with normal shift bidding practices, the Company will be permitted to change the employees works schedule as required to meet new staffing requirements with at least forty-eight (48) hours of notice. Such utilization will be kept to a minimum number of employees that is required to service the charter carrier's needs.

19.05 The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules. The Union shall be given copies of shift schedules in advance where possible for study and review.

19.06 The Company will endeavour to grant part-time employees a fifteen (15) minute break in the middle of their shift.

19.07 The Company will grant part-time employees whose shift is in excess of five (5) hours a twenty (20) minute break.

19.08 The minimum scheduled shift will be not less than four (4) hours. The minimum call-in shift will remain at three (3) hours at time and one half (1½) the regular rate.

19.09 Employees will be expected to work up to two (2) shifts in any one (1) day as required. The minimum shift will be four (4) hours on any two (2) shift days with the total hours scheduled to work not to exceed eight (8) hours.

ARTICLE 20 – OVERTIME

The Company and the Union agree that all overtime will be voluntary with the following exceptions:

- When employees are required to work overtime beyond their normal shift, it shall not exceed two (2) hours.

- The overtime required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime, the junior employees on shift will be required to work until a replacement is found.

ARTICLE 20 – OVERTIME (cont'd)

- A replacement employee would only be required for overtime in excess of two (2) hours. Should no replacement be found, and the employee is required to work in excess of two (2) hours, then he will be paid for not less than three (3) hours.
- 20.01 a) The Company will distribute overtime on an equitable basis and will post a weekly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime but such a refusal will be recorded against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and Management.
- b) Overtime will be recorded on a monthly basis
- c) The present practice of offering overtime shall be maintained for this agreement (overtime will be tracked on an hourly basis).
- d) In order to accelerate the overtime selection, employees will indicate their availability for overtime by signing as appropriate on the Weekly Overtime Sheet posted in the Supervisor's office.
- 20.02 An employee will be compensated at one and one half (1½) times their regular hourly rate after they have worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.
- 20.03 The minimum call-in shift on an employee's day off, with less than forty-eight (48) hours notice, will be three (3) hours at time and one half (1.1/2.)
- 20.04 In this Article 20 "authorized time worked" shall mean work requested and properly authorized by the Company and shall not mean work by mutual arrangement between employees for their own convenience.
- 20.05 Employees will be allowed to bank overtime and statutory holidays up to **fifteen (15) days**, and will be allowed to take time off, or have paid out, all or part of their bank with fourteen (14) days advanced notice to the Company.

Any employee opting into the time bank cannot exceed one hundred and twenty (120) hours of credit per year. After the selected maximum, all overtime pursuant to Article 20 will be paid out for the balance of the calendar year. Employees may liquidate time bank hours after they have accumulated thirty (30) hours, however, there shall not be any topping up of banked hours.

ARTICLE 21 – STATUTORY HOLIDAYS

- 21.01 The following ten (10) statutory holidays will be observed:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Regatta Day

ARTICLE 21 – STATUTORY HOLIDAYS (cont'd)

In lieu of all payments for the mentioned statutory holidays, employees may opt to receive ten (10) consecutive days off in each calendar year, to be taken during the current calendar year in accordance with their vacation bid procedure. Pay to be computed at eight (8) hours per each day. All other employees shall be paid in accordance with Article 21.02.

- 21.02 An employee who works on a Statutory Holiday will be paid at one and one half (1½) times his regular rate for the hours worked in addition to the paid statutory holiday.
- 21.03 In the event that an employee's regularly scheduled day off falls on a statutory holiday, those employees will be paid eight (8) hours pay at their regular rate, provided that they have worked an eight (8) hour day on their scheduled shifts immediately prior to and following the statutory holiday.
- 21.04 If any of the above holidays fall or are observed during an employee's vacation, he shall be entitled to an additional day added to his vacation, or he shall be paid for his normal hours at his regular rate, whichever he prefers.
- 21.05 Employees are entitled to one personal day off with pay each year. Such day should be requested thirty (30) days in advance and no more than one (1) employee off on one day.
- 21.06 Wages will be paid for a statutory holiday to an employee absent from work under the following:
 - a) Death in the immediate family: Immediate family means parent, legal guardian, spouse, common law spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law an sister-in-law, and grandparents and grandchildren of employee and spouse. Any relative of the employee or with whom the employee permanently resides.
 - b) Jury duty or subpoenaed witness.

ARTICLE 22 – JURY DUTY & CROWN WITNESS

- 22.01 Employees subpoenaed as a crown witness or for jury duty shall be paid their normal daily wages. Employees are also entitled to any meal allowance / mileage allowance received for such civic duties from the court. If, during extended periods of time the employee is compensated over and above meals / mileage, such remuneration will be reported to the Company.
- 22.02 Employees who must appear in Court for reasons other than those mentioned in 22.01 shall be granted a leave of absence without pay provided they supply the proof or verification for such attendance.

ARTICLE 23 – ANNUAL VACATION

- 23.01 All employees shall receive vacation with pay in accordance with the following schedule, exclusive of statutory holidays during the vacation period, which is January 1 to December 31 of the year following the year in which the entitlement was earned.
- 23.02 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, and have less than one (1) year continuous service shall receive vacation pay calculated at the rate of 4% of their earnings with the Company for the period of their employment during the months preceding December 31st. Vacation entitlement is eight (8) hours per every calendar month up to eighty (80) hours.
- 23.03 Employees who, at December 31st of the year preceding the year in which vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate of 4% of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to eighty (80) hours of vacation time.
- a) Employees who, at December 31st of the year preceding the year in which vacation is to be taken, have five (5) years or more of continuous service shall receive vacation pay calculated at the rate of 6% of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to one-hundred twenty (120) hours of vacation time
- b) Employees who, at December 31st of the year preceding the year in which vacation is to be taken, have ten (10) years or more of continuous service shall receive vacation pay calculated at the rate of 8% of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to one-hundred sixty (160) hours of vacation time
- 23.04 Vacation selection date shall mean the employee's confirmed vacation starting date. Vacation leave may, if the employee wishes, be taken in conjunction with regular days off.
- a) The minimum vacation must be taken in four (4) hour blocks.**
- 23.05 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off; such an employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid off, as provided by Section 15.01 hereof, shall receive vacation pay at the time of his vacation.

Vacation bids are started by seniority in **November** of each year for the following year's vacation period. Employees will be scheduled a day and time for their bid based on seniority. Employees who fail to bid their scheduled time will be assigned the next slot time upon their arrival or contact with the company. It is the employee's responsibility to contact the Company in the event they are unable to meet their scheduled time. If you miss your bid time you will not be able to bump a junior employee out of his vacation that has already been assigned. All full-time employees

ARTICLE 23 – ANNUAL VACATION (con't)

23.06 who fail to bid by the deadline will have their vacation assigned by the Company. The Company shall post the approved list by **December 15th**.

Time bank hours cannot be used to supersede or negatively impact the scheduled vacation time.

23.07 a) The vacation week for an employee who normally works a 6 and 3 shift will be six (6) working days and an employee who normally works 5 and 2 shifts, five (5) working days.

b) Vacation Schedule:

Ramp – Full-time	10% of work force
Ramp – Part-time	10% of work force
Equipment Maintenance	1 employee at one time

23.08 Vacation choice shall be granted in order of seniority.

23.09 Employees will not be permitted to work during their vacation.

ARTICLE 24 – GROUP INSURANCE

24.01 The Company shall provide a group insurance plan which shall include the following:

- a) \$50,000 Group Life Insurance
- b) \$50,000 Accidental Death and Dismemberment
- c) \$10,000 Life Insurance for spouse
\$4,000 Life Insurance for children
- d) A disability plan, which provides for weekly indemnity based upon seventy-five percent (75%) of weekly earnings from the first day of accident and the fourth day of illness, for a maximum of fifty-two (52) weeks.
- e) Dental plan – Employee and dependants. One (1) year behind current year.
- f) Health plan – Employee and dependants. Hospital services include semi-private room and major medical insurance.
- g) Vision Care – Maximum of \$200.00 reimbursement.
- h) Drug Card.
- i) **Eligible fulltime employees will have a one-time opportunity to obtain Optional Life coverage at the employee's expense, based on two (2x) times annual salary of \$30,000 minimum coverage to a maximum of \$150,000, rounded to the nearest \$10,000.**

The premiums are gathered through payroll deduction or by post-dated checks in the event of a prolonged absence. Failure to pay the required premiums by the employee will result in the termination of the benefit by the carrier.

24.02 a) New full-time employees shall become eligible for the above benefits on the first day of the month following completion of the probationary period.

ARTICLE 24 – GROUP INSURANCE (con't)

- b) New part-time employees shall become eligible for the above benefits on the first day of the month following completion of one (1) calendar year of employment with the Company.
- c) New part-time employees who have not completed one (1) year of employment may, commencing on the first month following completion of their probationary period, participate in the Group Insurance Plan described above, provided the employee pays one hundred percent (100%) of the premium cost.
- d) The Company shall inform the employees of the condition of Article 24.02c) on completion of their probation and the employees shall have thirty (30) days to inform the Company of their intention.

24.03 Group Insurance coverage will terminate on the last day of the calendar month during which an employee last earned wages.

24.04 The Company agrees to pay seventy-five (75%) of the premiums for the costs of Medical and Dental coverage. The employees and the Company agree to split 50/50 the cost of premiums of the remaining coverage.

24.05 Each employee, full-time and part-time at the beginning of 01 Jan of the calendar year will be allocated 3% of sick credit based on total regular hours worked for the year previous (excluding shifts trades, overtime shifts and vacation hours) up to a maximum of forty-eight (48) hours per year. All unused sick credits will be paid out at 100% on the last pay period each year. New employees would have to wait until the beginning of the New Year to qualify and the 3% would be based on the regular hours after their probation period. Employee's who are on probation 01 Jan will have to wait until the following year to receive credits.

In the event an employee uses all his credits within the first three months and then quits his job, 75% of the sick credits will be deducted from his last pay.

ARTICLE 25 – BEREAVEMENT

25.01 In the event of a death in the employee's immediate family (parent, husband, wife, child, brother, sister, father or mother of his legal spouse and grandparents of employee and spouse, common-law spouse, niece or nephew, brother-in-law and sister-in-law), he would receive the next three (3) succeeding days. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at his normal rate of pay. 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 work day. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section. In the event the death in the family is outside the Province, the employee may have an additional seven (7) days leave of absence without pay to attend the funeral.

ARTICLE 26 – CLASSIFICATION OF EMPLOYEES

- 26.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally and regularly performs. The job classifications in which employees shall be classified are those listed by job title in Schedule “B”.
- 26.02 To provide for introduction of new work or where there has been substantial change in the work assignments of an existing job description, the Company shall revise an existing job description, or prepare a new job description under a new job title.
- The wage rate for such revised or new job description shall be based on the relationship it bears to the job description and wage rates posted in Schedules “B” and “C”.
- 26.03 In determining qualifications for classification purposes, the Company may, at its discretion, credit a new employee with previous experience and training acquired outside the Company service.
- 26.04 Employees who are not members of the Bargaining Unit covered by this Collective Agreement shall not perform the regular work of Bargaining Unit members, except in the case of emergencies and for instructional purposes.
- 26.05 Whilst an employee shall normally only be required to carry out the duties of his classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him.
- 26.06 Progression within each classification shall be automatic within the terms of the job description.
- 26.07 In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period. This article shall only apply if the Company did not give the necessary training.
- 26.08 Employees temporarily assigned to a higher classification shall receive the rate of pay for such classification and an employee temporarily assigned to a lower-rated job shall not have his rate reduced.
- 26.09 Employees shall be paid every second Thursday. Should the employee’s pay be short by \$25.00 or less, the correction shall be added to the next pay. If the error is over \$25.00, the adjustment shall be made in the next two (2) working days. This excludes Saturdays, Sundays and holidays.
- 26.10 An employee that works forty hours per week on a consistent basis for four (4) months shall have their status changed to full time. In the event of flight schedule changes or cancellations the company will not be bound by Article 19 of the agreement to provide forty (40) hours per week for employee’s classified as full time. In the event that the change in flight schedules is for an extended period of time, then the company reserves the right to by reverse seniority, change their status back to part time or choose to be laid off. It is not the intention of the company to move people back to

ARTICLE 26 – CLASSIFICATION OF EMPLOYEES (con't)

part time if the schedule changes are for a short limited time, rather maintain the full time status but not guarantee the forty (40) hours per week.

ARTICLE 27 – SHIFT PREMIUMS

27.01 The Company will pay a shift premium of fifty cents (\$0.50) per hour for all hours worked between 10:00 PM and 5:00 AM.

ARTICLE 28 – DEFINITION

28.01 Working days – In this Agreement, the term working days shall mean actual days worked by the employee involved.

ARTICLE 29 – SEVERANCE PAY

29.01 **The Company agrees to provide one (1) week severance for every completed year of service.**

ARTICLE 30

The Company will pay for and distribute enough collective agreements such that all employees receive a copy.

ARTICLE 31 – RENEWAL, AMENDMENT AND TERMINATION

31.01 Except as otherwise provided herein, this Agreement shall be effective from **September 1, 2007 and shall continue in full force and effect until August 31, 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.

31.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Article 31.01, negotiations shall commence not later than ten (10) days after the date of such written notice.

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

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WORKERS

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Tony Westcott, General Manager, YYT

Leo Gulliver, Chief Steward

Dean Goldsworthy

Craig Noftall

SCHEDULE "A" – CLOTHING

The Company will provide uniforms based on a replacement as required, i.e., if a part of the uniform is worn or damaged, it should be returned to the Company at which time a replacement will be given.

Items that are lost and cannot be exchanged will be paid in full by the employee through payroll deduction.

The Company agrees to cover all costs of uniforms only if there is a drastic change in the colour scheme of the Company.

The Company agrees to pay a dry cleaning allowance of \$20.00 per month to the PAX agents.

The Company will source and pay for uniform articles in the event that the company's supplier cannot provide the appropriate size to properly fit the employee.

RAMP			
QTY	DESCRIPTION OF UNIFORM	FREQUENCY	EMPLOYEE WILL BE REQUIRED TO PAY *(%)
5	Shirts and Pants	Every one year	n/a
2	Pair of gloves	Every one year	n/a
1	Spring/Fall Jacket	Every one year	50% of cost
1	Winter Parka	Every two years	50% of cost
1	Rain suit	Every two years	25% of cost
1	Set of ear protectors	As needed basis	n/a (see notes)
1	Shoe allowance	\$100.00 P/A	

CUSTOMER SERVICE			
QTY	DESCRIPTION OF UNIFORM	FREQUENCY	EMPLOYEE WILL BE REQUIRED TO PAY *(%)
1	Suit Jacket	Every two years	N/a
3	Dress Pants/Skirts	Every one year	Na
3	Blouses	Every one year	N/a
3	Shirts (long sleeve/short sleeve)	Every one year	N/a
	Cardigan	Optional	100%
1	Belt	Every one year	N/a
1	Trench coat	Every three years	50%
	Shoe allowance	\$85.00 P/A	
2	Ascot/Tie	Every one year	N/a
1	Navy blue smock (maternity)	As needed	N/a

* Payment may be made by payroll deduction

Equipment Mechanics

The Company will provide a uniform cleaning contract

- Notes: 1) Rainwear: On termination of employment, employees with less than one (1) year of service must return their rainwear or payment shall be deducted from their pay.
- 2) Winter Parka: Employees may exchange their winter parka once every two years for one pair of Company issued insulated coveralls.
- 3) Ear Protectors: Old protectors to be returned when new ones are required. Lost protectors shall be replaced at the employee's expense by payroll deduction.

SCHEDULE "B- JOB DESCRIPTIONS

AIRCRAFT SERVICEPERSON

Normal Duties

- j) Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
- ii) Loading and unloading baggage, cargo, mail and commissary, whether palletized or bulk loaded and conveyance of same to or from designated areas.
- iii) Service water and toilet systems of all aircraft.
- iv) Operate safely and efficiently equipment and vehicles including loading bridges utilized by the Company.
- v) After training, operate, position, remove, connect and disconnect ground power and air start units.
- vi) After training, perform functions of an aircraft marshaller.
- vii) Any other duties associated and/or ancillary to the job classification.
- viii) After training, operate and perform push out of aircraft functions.
- ix) Wheelchair assist after training.
- x) After training, de-ice aircraft.
- xi) Tow aircraft after training and receipt of "D" Licence

LEADHAND

Normal Duties

A lead hand is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those employees assigned to him. He shall assign work; give directions on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized; instruct employees in the job and discuss aspects of the operation with the customer.

Qualifications

- a) All qualifications applicable to his Occupational Group.
- b) A thorough understanding of the job requirements of his Occupational Group.
- c) The Ability to organize job functions within his Occupational Group and direct other employees in performance of these functions.
- d) Must be of good character, neat appearance and safety-minded.
- e) Must also be capable of writing reports

EQUIPMENT MECHANIC

Normal Duties

Trouble-shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company and operate such equipment as necessary to perform these functions.

Qualifications

- a) Possess complete set of tools to carry out duties.
- b) Must possess approved license.

PASSENGER AGENT

Normal Duties

- a) Provide information for the public and answer telephones in the manner laid down by the airline and /or the Company.
- b) Check in embarking passengers and perform all related duties.
- c) Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
- d) Monitor disembarking passengers from aircraft through MOT facilities and perform all associated duties.
- e) Attend to transit and interline passengers.
- f) Attend to wheelchair cases.
- g) Perform all ancillary duties including Teletype.
- h) Perform baggage tracing and functions related thereto, in the manner laid down by the airline and /or the Company.
- i) Perform load control in the manner laid down by the airline and/or the Company.
- j) Perform weight and balance and all related duties in the manner laid down by the airline and/or the Company.
- k) Perform the function of cash/ticketing agent in the manner laid down by the airline and/or the Company.

SCHEDULE "C" – WAGE SCALE

FT/PT progression	Start	6mth	12mth	18mth	24mth	30mth	36mth	42mth	48mth	54mth	60mth	66mth	72mth	78mth	Capped
RAMP	\$8.37	\$8.47	\$8.57	\$8.87	\$9.37	\$9.77	\$10.17	\$10.57	\$10.97	\$11.37	\$11.77	\$12.17	\$12.57	\$12.97	-
PAX	\$8.37	\$8.47	\$8.57	\$8.87	\$9.37	\$9.77	\$10.17	\$10.57	\$10.97	\$11.37	\$11.77	\$12.17	\$12.57	\$12.97	-

At 12 months service to increase by 20 cents all remaining steps in the wage scale.

Those employees at the time of ratification at the 78 month rate:

Increase: Yr 1 \$ 13.15 effective September 1, 2007
 Yr 2 \$ 13.54 to start October 1, 2008
 Yr 3 \$ 14.13 to start October 1, 2009

Those employees who reach the 78 month rate of \$12.97 during the life of the new collective agreement stay at that rate for 12 months, then increase to Yr 1 \$13.15 as noted above and then progress in 12 month intervals.

RED CIRCLE increase: Yr 1 \$ 14.13 effective September 1, 2007** on 2080 hrs/yr
 Yr 2 \$ 3% BONUS effective October 1, 2008** on 2080 hrs/yr
 Yr 3 \$ 3% BONUS effective October 1, 2009** on 2080 hrs/yr

**** For actively employees Red Circle employees at the date of ratification.**

Progression	Sept. 01, 07 – Sept 30, 08	Oct. 01, 08 – Sept 30, 09	Oct. 01, 09 – Sept 30, 10
Mechanic 1	\$20.70	\$21.70	\$22.70

LETTER OF UNDERSTANDING NO. 1

VOLUNTARY SHIFT CHANGES

Voluntary shift changes agreed to by the employee for their own convenience must be authorized by the Company. Employees must work 75% of their scheduled shifts.

Such requests must be submitted for approval with a minimum of two (2) hours' notice.

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

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Tony Westcott, General Manager, YYT

Leo Gulliver, Chief Steward

Dean Goldsworthy

Craig Nofall

LETTER OF UNDERSTANDING NO. 2

PART TIME TO FULL TIME

The Company and the Union agree that part-time employees will be made up to full-time employees for the purpose of covering vacation relief, long term sickness, and temporary supervisor. This will only be accomplished when there is sufficient time to show the change on the manpower schedule. In all other cases, if a replacement is required it will be covered by overtime.

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Dean Goldsworthy

Craig Nofall

LETTER OF UNDERSTANDING NO. 3

TOOL ALLOWANCE

It is agreed by the Company, that the Equipment Maintenance Mechanic(s) receive \$250.00 dollars, twice a year, to be paid out on April 1st and October 1st of each year to replace worn and broken tools, with a receipt forwarded to the Station Manager. Any further expenditures will be reviewed by the Station Manager.

In the event that a second mechanic is hired, he shall be entitled to this Tool allowance after 12 months continuous service. The same payout schedule as noted above shall apply.

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Dean Goldsworthy

Craig Nofall

LETTER OF UNDERSTANDING NO. 4

OUT OF TOWN ASSIGNMENT

Travel Time: Minimum of four (4) hours pay each way.

Hours of Work: An employee shall continue his regular day of work.

Per Diem: \$50.00 per day in the currency of the country where the work is performed

Hotel Room: Paid by Company, two (2) employees per room.

Laundry Allowance: The Company will pay the cleaning and washing costs after two (2) days.

Transportation: The Company will pay for all transportation costs.

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Craig Nofall

LETTER OF UNDERSTANDING NO. 5

RED CIRCLED EMPLOYEES

The Company presently employs seven (7) full-time ramp employees. These employees will be Red Circled with a specific wage scale.

Leo Gulliver
Dean Goldsworthy
Derrick Furlong
Dave Dunphy
Craig Noftall
Barrie Chaisson
Steve Hickey

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Dean Goldsworthy

Craig Noftall

LETTER OF UNDERSTANDING NO. 6

INCREASE OF BUSINESS

It is agreed by the Company and the Union that should the business of GlobeGround increase during the life of this agreement that both the Company and the Union will meet to discuss the new business upon thirty (30) days written notice.

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Craig Noftall

LETTER OF UNDERSTANDING NO. 7

PARKING

Designated parking shall be provided for employees at the Company's expense.

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Craig Noftall

LETTER OF UNDERSTANDING NO. 8

LEAD HAND PAY

Lead Hand Pay will be \$3.00 dollars above the employee's regular rate of pay.

Operation Agent lead hand position shall be paid \$1.00 premium above the employee's regular rate of pay per hour for Originating and Turn flights ONLY.

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Dean Goldsworthy

Craig Nofall

LETTER OF UNDERSTANDING NO. 9

PENSION PLAN

Company Contribution

All Employees with one (1) year of service or more may exercise their option to join the RRSP programme.

The Company will match Employee contribution up to a maximum of \$60.00 per month.

The Company will match an employees contribution of \$100.00 per month ONLY for those employees that are currently participating in the RRSP program at the time of ratification.

Pension contributions are voluntary and can only be adjusted twice per year, January 1 and July 1 of each year. Employee may contribute in excess of the minimum requirement, however, withdrawals can be made on monies contributed by the employee in excess of the monthly maximum per year by written request on January 1 and July 1. Such withdrawals do not include the company contribution up to and including the maximum allotted per month. The only exception to receiving the money from the plan is resignation or termination from the company,

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Leo Gulliver, Chief Steward

Dean Goldsworthy

Craig Noftall

LETTER OF UNDERSTANDING NO. 10

RETURN TO WORK POLICY

It is the policy of the Company to make available to an employee who has suffered illness or a workplace injury, work that is within their capabilities until such time as they are able to resume full pre-accident duties. The Company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the Canadian Human Rights Code, the Workers Compensation Act, and other related legislation.

Program Principles:

- (a) To enhance and facilitate an employee's rehabilitation and return to normal duties.
- (b) Each department will make every reasonable effort in accommodating an employee unable to perform their regular duties as a result of a workplace injury.
- (c) When the home department is unable to provide a suitable work assignment, an attempt will be made to place the employee in another department.

Union and Management agree to promote the Return to Work Program to all employees.

Employee Responsibilities:

- (a) Report promptly all work-related injuries and complaints to immediate supervisor.
- (b) Actively participate in obtaining appropriate first aid and medical attention.
- (c) Provide physician with documentation from Company (treatment memorandum, modified work form).
- (d) Advise the treating physician of the availability of modified work and the return to work program.
- (e) Return the physician's report to the program manager or designate as soon as possible after each medical appointment (same day or start of next shift).
- (f) Actively participate in an appropriate recovery plan.

LETTER OF UNDERSTANDING NO. 10 (con't)

- (g) Ensure that all activities such as medical appointments and physiotherapy are arranged so they do not conflict with the return to work schedule.

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

FOR: SERVISAIR INC.

FOR: INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

Janet Ransom, H.R. Director, Canada

Ken Russell, General Chairperson, I.A.M.

Tony Westcott, General Manager, YYT

Leo Gulliver, Chief Steward

Dean Goldsworthy

Craig Noftall

LETTER OF UNDERSTANDING NO. 11

EMPLOYMENT EQUITY

Employment Equity or diversity means respect for the uniqueness of each individual who works for the Company. That uniqueness may be characterized by many facets, some of which include: race, colour, religion, ethnicity, gender, disability, sexual orientation, marital status, education and experience. The Company expects all employees to embrace the value diversity by treating each other with respect and dignity, thereby maintaining an inclusive environment that ensures merit and fairness are the hallmarks of all decision making.

The Company is and has always been committed to maintaining an environment that values the diversity of its workforce. This commitment is the basis for attainment of our overall staffing objectives: to attract and retain the most talented employees and to enable each employee to contribute to their full potential.

The Employment Equity Act provides for the identification and elimination of barriers, and implementation of programs to ensure proportional representation of groups designated as traditionally under-utilized in the Canadian work force, namely: women, Aboriginal, visible minorities and people with disabilities.

The Company will provide accommodation to make a job or work site appropriately suited to the health, or culture needs of individuals. Accommodation is determined by factors including, but not restricted to: cost, risks to health and safety, and negative impacts on the rights of other employees.

No individual will be awarded or denied employment or advancement for reasons unrelated to their ability to do the job.

Data provided by the employee with respect to status in a designated group is sensitive and private. Access to this information is restricted to those responsible for preparing government reports and /or diversity-related plans in keeping with government requirements.

All such identification data will be kept in a secured file, separate from personnel files, to ensure confidentiality.

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

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FOR: INTERNATIONAL ASSOCIATION OF
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Tony Westcott, General Manager, YYT

Leo Gulliver, Chief Steward

Dean Goldsworthy

Craig Nofall

ACCEPTANCE OF L.O.U.'S

- L.O.U NO. 1 VOLUNTARY SHIFT CHANGES
- L.O.U NO. 2 PART-TIME/FULL-TIME
- L.O.U NO. 3 TOOL ALLOWANCE
- L.O.U NO. 4 OUT OF TOWN ASSIGNMENT
- L.O.U NO. 5 RED CIRCLED EMPLOYEES
- L.O.U NO. 6 INCREASE OF BUSINESS
- L.O.U NO. 7 PARKING
- L.O.U NO. 8 LEAD HAND PAY
- L.O.U.NO. 9 PENSION PLAN
- L.O.U. NO. 10 RETURN TO WORK POLICY
- L.O.U. NO. 11 EMPLOYMENT EQUITY

Dated this _____ day of _____, _____ in St. John's NFLD

FOR: SERVISAIR INC.

FOR: INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

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