

COLLECTIVE AGREEMENT

B E T W E E N:

SKYCHARTER LIMITED

and

**TRANSPORTATION DISTRICT 140 and
LOCAL LODGE 2413
THE INTERNATIONAL ASSOCIATION of
MACHINISTS and AEROSPACE WORKERS**



August 1, 2008 to July 31, 2010

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ARTICLE 1.00 - 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 2.00 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for the classifications herein at Lester B. Pearson International Airport, Toronto, in accordance with the Certificate of Recognition No. 555 - 3280 issued by the Canada Labour Relations Board on May 7, 1991.

ARTICLE 3.00 - 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 after the circumstances giving rise to the suspension came to the attention of the Company. As used in this Section, the term "working days" shall mean actual days worked by the employee involved.

(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 express 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 4.00 - 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 Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

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.

4.04 The Company agrees that all employees covered by this Agreement shall have monthly dues deducted from their wages as a condition of employment. The dues collectible under the constitution and by-laws of the Union, shall be deducted semi-monthly from the wages due each employee. The Company agrees to remit monthly to the Union, the dues deducted on or before the twentieth (20th) day of each month, following the month in which the dues were deducted.

4.05 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.

4.06 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.

4.07 The Employer shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

Deductions from wages, except those required by this Agreement and the Law, shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.

- 4.08 Payroll deductions required by Law, deduction of money due or owing to the Company, deductions for Hospitalization, Medical and Group Insurance, shall take precedence over deduction of Union Dues where the wages payable are insufficient to permit the deduction of Union Dues.

ARTICLE 5.00 - STRIKES AND LOCK-OUTS

- 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, slowdown, 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, slowdown or other 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 6.00 - 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 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.

ARTICLE 7.00 - 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.

ARTICLE 8.00 - UNION REPRESENTATION

- 8.01 The Union shall name a Chief Steward.

- 8.02 Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Union 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 the Chief Steward and/or the affected member shall be present at such meeting with the Company.
- 8.03 The Company agrees to abide by the Canada Labour Code in all matters of safety.
- 8.04 The Company recognizes that the necessity for performance by a Shop Steward or Chief Steward of the functions provided by Article 9.00 hereof for settlement of a complaint or grievance, can commonly arise during his regular 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 Shop Stewards and Chief Stewards 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.

ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it with his immediate supervisor (first step grievance procedure hereunder) within seven (7) working days of the cause of complaint or right to grieve shall be deemed waived.
- 9.02 Grievance Procedure - First Step
An employee who has a complaint shall discuss it with his supervisor either alone or with his Shop Steward with a view to prompt and fair adjustment.
- 9.03 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance, they may be requested to attend.
- 9.04 Grievance Procedure - Second Step
Should an employee not receive satisfaction from his supervisor in regard to a complaint made pursuant to Section 9.02 hereof, within five (5) days, he may state his grievance in writing in quadruplicate on the appropriate form and the Chief Steward shall present it to the Manager or his designated representative. Within three (3) working days thereafter or within such longer period as may be agreed, the Chief Steward and the full-time Union Representative shall meet with the Manager or his designee to attempt to adjust the grievance. Within five (5) days following this meeting, the Manager or his designee shall deliver to the Union his answer in writing.

- 9.05 Settlement Relating to Classifications
Any change in an employee's classification made in settlement of a grievance shall take effect at the beginning of the next pay period following the date on which the grievance was presented in the Second Step, as provided by Section 9.04 unless some other date shall be agreed to in the settlement.
- 9.06 Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.
- 9.07 Unsettled Disputes
Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Second Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within ten (10) working days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.
- 9.08 Discipline and Dismissal
With reasonable promptitude, the Union shall be notified in writing of any discipline or dismissal of a seniority employee and on request from the Union, the Company shall furnish the reason for same.
- 9.09 Any employee who has been suspended or dismissed, will be given an opportunity to have a private interview with his Steward at a place designated by the Company.
- (a) Prior to any suspension or discharge, except in the case of physical violence, immediate safety hazard or theft, the Company agrees to meet with the Union and discuss the matter.
- (b) Employees, while serving their probationary period, may be discharged or disciplined by the Company and such action shall not constitute a difference between the parties for the purposes of arbitration.
- 9.10 An employee with seniority who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the Grievance Procedure provided by Article 9.04 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within five (5) working days after the separation of employment or aforesaid disciplinary action.
- 9.11 Failing settlement by the said grievance procedure, a grievance regarding discipline or dismissal may be submitted to arbitration as provided by Article 10.00 hereof, and the arbitrator shall make such settlement as he deems just.

ARTICLE 10.00 - ARBITRATION

- 10.01 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.

- 10.02 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 Section 8.02 and Article 9.00 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 described in paragraph 10.01 to arbitration.

The notice shall be delivered to the other party within fourteen (14) calendar days of the reply under the Second Step of the Grievance Procedure.

- 10.03 Within fifteen (15) working days after notice of intent to arbitrate has been given as prescribed in Paragraph 10.02, the Company and the Union will endeavour to agree on the choice of an Arbitrator. The aforementioned time period can be extended by mutual agreement, in writing.

If the parties are unable to agree on the choice of the Arbitrator, either party may request the Minister of Labour to appoint such Arbitrator in accordance with the Industrial Relations and Disputes Investigation Act.

- 10.04 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.
- 10.05 The proceedings of the arbitration shall be expedited by the parties hereto.
- 10.06 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.
- 10.07 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 and shall be acted upon no later than fifteen (15) working days after receipt of the award.
- 10.08 The parties shall each pay one-half of the expenses of the arbitrator.
- 10.09 Limitation: The grievances shall provide an adequate statement of the alleged violation and indicate the relief sought.

ARTICLE 11.00 - PROBATION

- 11.01 The first ninety (90) calendar days of employment for a full-time employee and the first one hundred (100) calendar days for a part-time employee shall be a probationary period during which the Company may assess whether an employee is suitable to be retained and, if so, where in the Company's operations he may best be employed.
- 11.02 An employee shall be a probationary employee without seniority for the first sixty (60) calendar days of employment for a full-time employee and the first one hundred (100) calendar days of employment for a part-time 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.

ARTICLE 12.00 - SENIORITY

- 12.01 Definition: Seniority is defined as an employee's period of continuous service within an occupational group with the Company, measured from the most recent date of hire. Continuous employment shall mean without a break in employment except for vacation, general holidays, authorized leave of absence and apprentice training at trade school.
- 12.02 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.
- 12.03 Layoffs and Recalls: The Company has the right to layoff employees to the extent it determines necessary. Employees shall be laid off in seniority order beginning with the least senior employee. Employees shall be recalled from lay-off in order of seniority beginning with the most senior employee on lay-off.

In both layoff and recall it is understood that the use of seniority shall mean that the employees have the skill and ability to do the work.

- 12.04 Termination of Seniority: Employee status and seniority shall both terminate when:
- (a) An employee voluntarily terminates his employment;
 - (b) An employee is discharged for just cause;
 - (c) An employee has been on layoff for twelve (12) consecutive months;
 - (d) An employee fails to report for work at termination of 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.

- 12.05 The Company will post seniority lists at six (6) month intervals on the first of January and July and will provide the Union office and the Shop Committee with one (1) copy each. It shall be the responsibility of each individual employee to ensure that their seniority, as listed, is correct. Employees shall have fourteen (14) days from the first day of posting to grieve changes to the previous postings for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Chief Steward.
- 12.06 Employees promoted to Supervisor shall continue to accrue seniority for a period of **six (6) months** and thereafter be frozen.

ARTICLE 13.00 - LAY-OFF AND RECALL

- 13.01 Should cause such as fire, flood, explosion, or Act of God, or any unforeseeable loss of business, 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 in reverse seniority with twenty-four (24) hours notice from the commencement of the 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.
- 13.02 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days' notice of any lay off, except in the case of lay off as defined in 13.01.
- 13.03 Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 13.04 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 because of accident or illness or other sufficient cause, his employee status and seniority shall terminate.

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 14.00 - LEAVE OF ABSENCE

- 14.01 Leave of absence without pay may be granted by the Company upon two weeks' written notice except in special circumstances, for a period not exceeding sixty (60) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority.
- 14.02 The Company shall inform the Union of leave of absence without pay granted by the Company for more than thirty (30) calendar days.
- 14.03 (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 sixty (60) 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 one (1) employee.
- (b) The Union Negotiating Committee shall be granted the time off work with pay necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement. The Negotiating Committee not to exceed one (1) employee whose name is to be submitted to the Company in writing.

Any lost time incurred by the Committee Member during Negotiations shall be paid on a 50/50 basis by Skycharter (Company) and the Union.

- 14.04 Employees with seniority shall be granted maternity leave and leave for child care without loss of seniority as per the provisions of The Canada Labour Code.

ARTICLE 15.00 - JOB POSTING

- 15.01 When there is a vacancy in a full-time or part-time position, full-time and part-time employees may apply. The Company shall consider the skill, ability, experience and qualifications of the applicants, and where these factors are equal as between two or more applicants, seniority shall be the deciding factor.
- 15.02 All bargaining unit vacancies will be posted for a period of five (5) days on Company bulletin boards in the plant. 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 during the posting period will have three (3) days after their return to bid the opening.

ARTICLE 16.00 - POSTING NOTICES

- 16.01 The Union may post notices concerning the Union meetings and activities on the bulletin board provided by the Company for the Union on the Company premises, subject to Company approval.

ARTICLE 17.00 - HOURS OF WORK AND SHIFT ARRANGEMENT

- 17.01 The standard full-time work week shall consist of forty (40) hours. A full-time working day shall consist of eight hours excluding a half (0.5) hour meal break each day. Except for those employees on the six (6) days on three (3) days off shift who will be paid for actual hours worked per week.
- 17.02 Lateness shall be deducted to the minute the Employee is late. "Excessive" lateness shall be subject to disciplinary action up to and including discharge.
- 17.03 (a) The regular schedule of shifts shall be posted and copies supplied to the Union. When it is necessary to change shift schedules to allow for changes in aircraft schedules, notice shall be given to the Union.
- (b) When an employee is required to change from one schedule to another the Company shall give at least forty-eight (48) hours' notice of such change to the employee affected and the Shop Steward.
- 17.04 The Company will arrange shift schedules to meet its contractual commitments.
- 17.05 Notwithstanding Article 17, week-end shifts will be eight and a half (8.5) hours inclusive of the meal period. Should an employee work alone on a weekend shift his lunch period will be paid at overtime rate as per Article 18 herein.

ARTICLE 18.00 - OVERTIME

- Overtime: The Company has the right to provide and require reasonable overtime work, and employees will be expected to perform such work as directed unless excused by their supervisor. The Company will attempt to give advance notice to employees designated to perform overtime.
- 18.01 An employee shall be compensated for all authorized overtime hours worked at one and one-half times (1.5X) their regular hourly rate.
- 18.02 An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a flat fee of sixty dollars (\$60.00) and the employee is only required to stay for the time required to accomplish the job. In the event that the call out required more than two hours and thirty minutes (2:30 hours) to accomplish, we would revert to paying for four (4) hours at time and a half (1.5X). This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.
- 18.03 In this Article 18.00 "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.
- 18.04 For the purpose of calculating overtime, a day shall be reckoned from the start of one shift through the start of the next shift, during which all hours worked will be calculated in accordance with Article 18.00. When the next shift does not fall on the following day, i.e.

that day being a rest day, then the rest day shall be calculated twenty-four (24) hours from the start of the previous shift.

ARTICLE 19.00 - STATUTORY HOLIDAYS

- 19.01 The following Statutory Holidays shall be observed:
- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Labour Day | |

The Company agrees to allow Employees to exchange the November 11 Remembrance Day Statutory Holiday to the August Civic Holiday if so petitioned by the majority of Employees.

A personal floating holiday, the employee's birthday, to be taken on the employee's birthday or at a mutually convenient date.

An employee who works on a Statutory Holiday will be paid at one and one-half (1.2x) his regular rate for the hours worked in addition to the paid statutory holiday.

- 19.02 In the event that an employee's regularly scheduled day off falls on one of the above listed statutory holidays, he/she shall receive eight (8) hours pay at his/her regular rate.
- 19.03 If any of the above holidays fall or are observed during an employee's vacation, he shall be entitled to an additional paid day added to his vacation, or he shall be paid for his normal hours at his regular rate, whichever he prefers.

ARTICLE 20.00 - JURY DUTY AND CROWN WITNESS

- 20.01 Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.
- 20.02 Employees who must appear in Court for reasons other than those mentioned in 20.01 shall be granted a leave of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

ARTICLE 21.00 - SICK DAYS

- 21.01 Each Seniority Employee with one year seniority shall be entitled up to six (6) paid sick days per contract year for a bonafide illness.

Employees hired after ratification date of October 5, 2000 shall be entitled to sick days as per the following schedule:

4 months seniority	2 days
8 months seniority	plus 2 days
12 months seniority	plus 2 days

Thereafter would fall within the terms of the Collective Agreement of six (6) days per year.

ARTICLE 22.00 - ANNUAL VACATION

- 22.01 All employees shall receive vacation with pay in accordance with the following schedule, exclusive of statutory holidays.
- 22.02 Employees who, at June 30th of the year preceding the year in which the vacation is to be taken have less than one (1) year of service shall receive vacation pay calculated at the rate of four (4%) percent of their earnings with the Company for the period of their employment during the months preceding June 30th. Holiday entitlement one (1) day per completed calendar month up to ten (10) days.
- 22.03 Employees who, at June 30th of the year preceding the year in which the 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 four (4%) percent of their earnings with the Company during the twelve (12) months ending June 30th and shall be entitled to two (2) weeks (ten (10) working days) vacation.
- 22.04 Employees who, at their vacation selection date, have five (5) years or more continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six (6%) percent of their earnings with the Company during the previous twelve (12) months ending June 30th and shall be entitled to two (2) weeks (ten (10) working days) vacation.
- 22.05 Employees who, at their vacation selection date, have ten (10) years or more continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight (8%) percent of their earnings with the Company during the previous twelve (12) months ending June 30th and shall be entitled to four (4) weeks (twenty (20) working days) vacation.
- 22.06 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.
- 22.07 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 13.01 hereof, shall receive vacation pay at the time of his vacation.
- 22.08 When all employees in a department have indicated by bid their vacation choice. The Company will approve the list within fifteen (15) working days.
- 22.09 Subject to operational requirements, employees shall be allowed to change their regular shift with a fellow employee in order to ensure that, where he is entitled to ten (10) days of vacation, he has two full weeks off work. If such a change of shifts is not possible, the employee shall be granted up to two (2) days off without pay in order to complete two (2) full weeks off work.

ARTICLE 23.00 - GROUP INSURANCE

23.01 The Group Insurance Program will be as set out in the current insurance carrier booklet with the same cost sharing as at date of ratification of this agreement.

a) Great West Life – Schedule of benefits

Basic Life Insurance – All Classes

Coverage Type:		Flat Amount	
Coverage Amount:		\$25,000	
Reduction Schedule:	Reduce to	At Age	Rounding Amount
	50%	65	\$500
Maximum:	\$25,000		
No Evidence Maximum:		\$25,000	
Waiver of Premium:		Same as LTD	
Termination (Age):		71	

Accidental Death & Dismemberment – All Classes

Same As Life:		Yes	
Coverage Type:		Flat Amount	
Coverage Amount:		\$25,000	
Reduction Schedule:	Reduce to	At Age	Rounding Amount
	50%	65	\$500
Maximum:	\$25,000		
Termination (Age):		71	

Dependant Life Insurance – All Classes

Spouse Coverage:	\$10,000
Child Coverage:	\$5,000
From Birth Coverage:	Yes

Long Term Disability – All Classes

Coverage Type:	Percent of Monthly Earnings
Coverage Amount:	66.67%
Maximum:	\$5,000
No Evidence Maximum:	\$2,000
Termination (Age):	65
Waiting Period:	120 Days
Benefits Period:	To Age 65
Survivors Benefit:	0 Months
Cost of Living Adjustment:	0%
Pre-existing limitations:	90 Days/1 Year
Coordination:	85% Take-Home Pay

Offset/Coordination Method:	Offset CPP/QPP Contributions and Workers' Compensation
Definition of take-home pay: Taxable:	Gross Earnings – Taxes – C/QPP – EI No

Definition of Disability:

For the first 24 months following the waiting period, you will be considered disabled if you cannot perform the essential duties of your occupation.

After the initial 24 months, benefits will continue if your disability prevents you from being gainfully employed in any occupation that provides you with an income of at least 50% of your indexed pre-disability monthly earnings.

Healthcare – All Classes

Single Deductible:	\$0
Family Deductible:	\$0
Combined with Dental	No
Combined with Vision	No
Apply to GWL Drugs:	Yes
Apply to Hospital:	No
Hospital Room:	Semi-Private
Overall Coinsurance:	80%
Lifetime Max:	Unlimited

<u>Benefits Category</u>	<u>Coinsurance</u>	<u>Maximum</u>
Hospital	100%	Semi-Private
Nursing	80%	\$10000/Year
Out of Country	100%	Covered
Hearing Aids	80%	\$700/5 Years
Global Medical Assistance	100%	Covered
Best Doctors	100%	Covered
Diagnostic Services	80%	Unlimited

<u>Paramedical Coverage</u>	<u>Coinsurance</u>	<u>Maximum</u>	<u>Max (\$) per Visit</u>
Chiropractor	80%	\$300	Reasonable & Customary
Dietician	80%	\$300	Reasonable & Customary
Physiotherapist	80%	\$300	Reasonable & Customary
Psych/Social Worker Comb	80%	\$300	Reasonable & Customary
Speech Therapist	80%	\$300	Reasonable & Customary
Osteopath	80%	\$300	Reasonable & Customary
Naturopath	80%	\$300	Reasonable & Customary
Masseur	80%	\$300	Reasonable & Customary
Acupuncturist	80%	\$300	Reasonable & Customary

Additional DetailsBasic Coverage Includes:

- Licensed Ambulance Services
- Diagnostic Services
- Preferred Vision Services
- Rental or Purchase of the following medical supplies when prescribed by a physician:
 - Diabetic Supplies
 - Breathing Equipment
 - Orthopedic Equipment
 - Prosthetic Equipment
 - Mobility Aids

Out of Country Coverage Includes:

- Out-of-Canada Emergency Care
- Non-Emergency Care Outside of Canada (when pre-approved)
- Out of Province Care

Drug Plan Type – All Classes

Base Plan		
Plan Type		Paper Reimbursement Plan 61
Coinsurance		80%
Dispensing Fee Coinsurance		100%
Optional Drugs Vaccines		No
Other Plan Features		
Single Deductible:		\$0
Family Deductible:		\$0
Drug Maximum Per Individual:		Unlimited

Visioncare – All Classes

Single Deductible:	\$0
Family Deductible:	\$0
Coinsurance:	100%
Benefit Period (Eye Examinations)	
Adult:	24 Months
Child:	12 Months
Benefit Period (Lens, Frames, Contacts)	
Adult:	
Child:	

Coverage:	<u>Covered</u>	<u>Maximum</u>
Eye Examinations:	Yes	Reasonable & Customary

Dentalcare – All Classes

Single Deductible:	\$0
Family Deductible:	\$0
Coverage:	
Basic	80%
Accidental Dental	100%
Maximum:	
Basic	\$1,000
Preventative Frequency:	2 Visits/Year
Scaling Units:	10
Oral Hygiene Instructions:	No
Fee Guide Year:	2008-09-16

Additional Details

Basic Treatment

- Examinations, extractions, fillings
- Scaling
- Prophylaxis, fluoride treatment
- X-rays
- Oral surgery
- Endodontics (root canal therapy)
- Periodontics (treatment of the gums)
- Denture relines, rebases and repairs
- Pit and fissure sealants
- Recall Examinations

- 23.02 New employees shall become eligible for the Group Insurance package on the first day of the month following completion of six (6) calendar months of service. However, part-time employees are not eligible for any Group Insurance benefits.
- 23.03 Group Insurance coverage will terminate on the last day worked by an employee prior to separating from employment.

ARTICLE 24.00 - BEREAVEMENT

- 24.01 In the event of a death in the employee's immediate family (parent, husband, wife, child, brother, sister, father or mother of his/her legal spouse and grandparents of employee and spouse), he/she would receive the next three (3) succeeding days off. 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/she 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 Canada, the employee may have an additional seven (7) days leave of absence without pay to attend the funeral.

ARTICLE 25.00 - CLASSIFICATION OF EMPLOYEES

- 25.01 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 classification in which employees shall be classified are those listed by job title in Schedule "B".
- 25.02 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 listed in Schedules "B" and "C".
- 25.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.
- 25.04 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.
- 25.05 Work covered by this Collective Agreement can be performed by supervisory staff. Such working shall not result in the displacement of any bargaining unit employee.
- If in the event of illness, vacation, holiday, leave of absence, or extraordinary workload, management recognizes a need to provide additional manpower for an entire shift, it will be offered to qualified staff within the same classification of the Bargaining Unit. If the workload is sporadic, if operational demands are urgent, or if no qualified employee on a scheduled day off is available, management may provide additional manpower however it deems appropriate.
- 25.06 Whilst an employee shall normally only be required to carry out the duties ancillary to his job classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him.
- 25.07
- a) Progression within each classification shall be automatic within the terms of the job description, but the employee must have the necessary seniority and the necessary skill to qualify for the position.
 - b) Progression through the wage scale increments shall be automatic.
- 25.08 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.
- 25.09 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.
- 25.10 Separate seniority shall be maintained for full-time and part-time employees.

ARTICLE 26.00 - HARASSMENT

- 26.01 All employees covered by this agreement have a right to freedom from harassment in the workplace by the employer or another employee on the grounds herein, such as:
 - vexatious comments or conduct that ought to be known unwelcome
 - Harassment on the basis of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, disability, age, marital status and family status, sexual orientation, pregnancy.
- 26.02 Harassment complaints will be handled jointly between the General Manager and the Chief Union Steward and shall be as confidential as possible.
- 26.03 A complainant who is not satisfied with a decision on a complaint has the right to such redress under the provisions of the applicable laws.

ARTICLE 27.00 - RENEWAL, AMENDMENT AND TERMINATION

- 27.01 Except as otherwise provided herein, this Agreement shall be effective for a period of one (1 year) from August 1st, 2008 to July 31st, 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.
- 27.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 27.01, 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 as below.

DATED this _____ day of _____, 2008.

SKYCHARTER LIMITED

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, TRANSPORTATION
DISTRICT 140, Local Lodge 2413

IRVING SHOICHET

PATRICK BORGES

RICHARD SHOICHET

SANDRO SPERDUTI

SCHEDULE "A"

CLOTHING

The Company will provide the following uniforms to employees classified by the Company as regular full-time employees. Should an employee terminate their employment with the Company the total cost of the uniform will be deducted from the employee's final pay cheque if not returned.

- Rain wear will be provided
- 1 Pair insulated work gloves
- 7 Pants
- Proper de-icing clothing
- 11 Shirts
- 1 Pair snow pants
- 1 Parka

The Company will provide shorts during warm weather if a majority of employees desire them.

Boot Allowance

- 1) \$150.00 per year
- 2) Employee must have one (1) year of service to qualify for boot allowance.
- 3) Boot allowance shall be paid within ten (10) days of anniversary date (i.e., employee starts work May 3, 2003 - would be eligible to receive \$150.00 on May 4, 2004 and would be paid within ten (10) days thereafter - no later than May 14, 2004.

The Company will supply two (2) lockers to each employee based on the six (6) current employees in the bargaining unit, if two lockers are required.

DATED THIS _____ DAY OF _____, 2008 AT MISSISSAUGA, ONTARIO.

COMPANY

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, TRANSPORTATION
DISTRICT 140 , Local Lodge 2413

IRVING SHOICHET

PATRICK BORGES

RICHARD SHOICHET

SANDRO SPERDUTI

SCHEDULE "B"

JOB DESCRIPTION

REFUELLER SERVICEMAN

NORMAL DUTIES

- a) Required to refuel aircraft and to provide offered ground services as requested by the customer.
- b) More specifically, a linesman would check all vehicles including fuel trucks, hobarts, aircraft movement vehicles (mules) and courtesy car(s) for fuel levels, leaks or mechanical defects. Upon receipt of dispatch from the receptionist, they would refuel aircraft using methods learned on the job and through training films.
- c) Marshall aircraft on arrival and departure. Move aircraft in and out of the hangar following generally accepted techniques. Provide such services as baggage movement, deicing, A.P.U. starts and loading of catering, etc.
- d) Prepare metre ticket and credit card invoice which is given to the receptionist so that it may be approved by the customer.
- e) To perform all ancillary functions; including housekeeping.

QUALIFICATIONS

- 1) Must be of neat appearance.
- 2) Must be able to deal with customers in a polite and acceptable manner.

LEAD REFUELLER SERVICEMAN

NORMAL DUTIES

A Lead 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 direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized; instruct employees on the job and discuss aspects of the operation with the customer.

QUALIFICATIONS

The incumbent should have six (6) months to one (1) years' refuelling and aircraft movement background with a good knowledge of associated equipment, fuels and lubricants. The incumbent is also required to have a valid Ontario Driver=s license, initiative, personality and the ability to supervise.

CSR/RECEPTIONIST

JOB DESCRIPTION

- 1) Customer Liaison: Monitor telephones, fax, airphone and security gates and communicate with customers, suppliers and staff with regard to operational requirement and other Company business.
- 2) Represent Skycharter in a courteous, hospitable , professional manner with customers, suppliers, guests and staff.
- 3) Maintain neat, tailored, business-like appearance.
- 4) Maintain operational log, computer database and ancillary documents.
- 5) Monitor services requested and/or required and ensure their timely delivery to customers.
- 6) Monitor services delivered, prepare accurate invoices and ensure authorized payment is received in a timely manner.
- 7) Arrange ARO=s on behalf of Company customers.
- 8) Staff Liaison: Provide staff with accurate and a timely message service and respond to staff requests in a timely manner.
- 9) Restrict unauthorized entry through security gates.
- 10) Maintain a neat, tidy and organized workplace environment (desk and lounge)
- 11) Provide all ancillary duties as required, including preparation of rental car contracts, limousines and hotel reservations.

DATED THIS _____ DAY OF _____, 2008 AT MISSISSAUGA, ONTARIO

SKYCHARTER LIMITED

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, TRANSPORTATION
DISTRICT 140, LOCAL LODGE 2413

IRVING SHOICHET

PATRICK BORGES

RICHARD SHOICHET

SANDRO SPERDUTI

SCHEDULE "C"

WAGE SCALE - MONTHLY RATES

***Effective: August 1, 2008**

Wage Scale - Monthly Rates

Hourly Rates

AUGUST 21, 20083

Start	\$10.80
6 months	\$11.95
12 months	\$13.19
18 months	\$14.46
24 months	\$15.83
30 months	\$16.32
36 months	\$16.81
42 months	\$17.31
48 months	\$17.81
60 months	\$18.31

Employees working the Weekend Shifts alone shall be paid fifty cents (\$0.50)/hour above his/her Regular Wage Scale.

Whenever a ramp attendant acts in the capacity of a Lead Hand, there shall be one dollar and fifty cents (\$1.50) per hour extra over his regular wage scale.

Existing CSR/RECEPTIONIST

Effective August 1, 2003	\$23,690
Effective August 1, 2004	\$24,400
Effective August 1, 2005	\$25,132

New hires after ratification date of October , 2003 shall be paid no less than a basic starting rate of \$22,000 per annum and be moved to the applicable top rate effective with their first anniversary date.

Breaks

CSR/Receptionist shall be provided a ten (10) minute break during the first four (4) hours of the shift

and a ten (10) minute break during the latter four (4) hours of the shift. Such breaks are to be taken when operationally feasible.

DATED THIS ____ DAY OF _____, 2008. AT MISSISSAUGA, ONTARIO

SKYCHARTER LIMITED

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
TRANSPORTATION DISTRICT 140, LOCAL
LODGE 2413

IRVING SHOICHET

PATRICK BORGES

RICHARD SHOICHET

SANDRO SPERDUTI

LETTER OF AGREEMENT

Employees required to use personal cellular phones while on call for Company business shall receive a \$12.50/month premium.

IRVING SHOICHET

PATRICK BORGES

RICHARD SHOICHET

SANDRO SPERDUTI