

COLLECTIVE AGREEMENT

between

LABRADOR AIRWAYS LIMITED

and

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

on behalf of Maintenance, Customer Service agents,
Flight Watch Employees, Ramp Attendants and Stores

January 1, 2008 - December 31, 2011

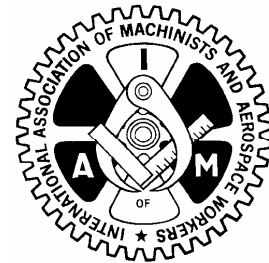


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ARTICLE 1 PREAMBLE

- 1.01 This Agreement is made and entered into this 1st day of January, **2008** by and between Labrador Airways Limited, hereinafter referred to as "The Company" and **the** International Association of Machinists and Aerospace Workers, hereinafter referred to as "The Union".
- 1.02 The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for the operation of the services of the Company under methods which will further to the fullest extent possible, the safety of air transportation, the efficiency and economy of operations and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to co-operate fully, both individually and collectively, for the advancement of that purpose. The Company assumes the responsibility for ensuring that new employees are provided with orientation and pre-employment training.
- 1.03 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.
- 1.04 The coming into force of this Agreement will not have the effect of lowering any rates presently paid nor of depriving employees of any privileges enjoyed prior to it's signing.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Maintenance, Ramp Attendants, Customer Service Agents, Flight Watch, and Stores of the Company as set out in the Certification Order dated June 4, 1981 and as listed in Article 13 - Seniority.
- 2.02 The Company shall enter into no contract either expressed or implied with any employee or group of employees covered, herein, except through the medium of this Agreement.
- 2.03 Employees excepted from this Agreement shall not perform work normally carried out by employees within the bargaining unit except for instructional, inspection or quality assurance purposes - to assist where required - or in the case of unforeseen nonrecurring operational emergencies where bargaining unit personal are not readily available and/or the safety of personal, equipment and /or customer property is in immediate danger.
- 2.04 The Company agrees not to contract out work where the effect of such contracting out would result in a lay-off and/or a reduction in seniority or benefits of bargaining unit members.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this Agreement, the control and direction of the working forces including the right to hire, suspend or discharge for just cause, to promote or set back in classification, to re-assign, to transfer or lay-off because of lack of work or other legitimate reason is vested in the Company provided that in the exercise of these functions, the Company shall not discriminate against any employee because of membership in the Union or lawful activities on its behalf.

3.02 Employees coming under the scope of this Agreement shall also be covered by all Company rules and regulations previously or hereinafter issued by the Company that are not in conflict with the terms of this Agreement or the law. The Company agrees to provide to the Union a copy of all rules and policies.

ARTICLE 4 UNION SECURITY

4.01 All employees of the Company covered by this Agreement, whether full time, or part-time, will be required to authorize the deduction of Union Dues - or their equivalent - from their regular wages as a condition of employment.

It will be the Company's responsibility to inform employees of this condition upon hiring **to provide the membership application form in the employment package** and **that** the authorization to deduct Union Dues will be completed prior to the employee commencing actual duties. **Such Union Dues shall be sent to District 140.** In any event, Union Dues shall be deducted from the employee's first **pay cheque** and each and every pay thereafter.

4.02 All Union Dues deducted by the Company shall be forwarded to the Secretary-Treasurer of the IAMAW, **District 140** within ten (10) days of the completion of the payroll period from which the deduction was made, accompanied by a list of employees on whose behalf the deduction was made. **This list shall be in alphabetical order and include the employees' address and status (sick leave, worker's compensation, etc.).**

4.03 Any change in the amount of dues to be deducted will only be made after the Company has been notified officially in writing by the Union.

- 4.04 The Company shall notify the Union in writing 'namely the Lodge recording Secretary and the applicable Union Unit Chairman', in the following matters:
- (a) All orders to an employee involving change in assignment, promotion, demotion, discipline, discharge, reduction in staff or re-call to work;
 - (b) Seniority Lists;
 - (c) Any other matter affecting an employee's status with the Company within the terms of this Agreement;
 - (d) Change of address of employees. It is understood that employees have the responsibility to update the employer as their details change.**
- 4.05 One employee, per Employment Group, per base, to a maximum of four **(4)** elected by the Union to represent it at any Convention, Conference or **Union training** shall be granted necessary leave of absence without pay, provided the Company receives two **(2)** weeks notice of the required leave. If overtime is incurred as a result of the absence, the Union shall reimburse the Company for added cost.
- 4.06 Employees on authorized leave of absence to accomplish Union Business of any nature shall continue to accrue seniority and basic pay during the leave period, provided the Company shall invoice the Union for the lost time of the employee, including payments made on his behalf by the Company.

- 4.07 The Company will recognize and deal with the Shop Stewards and Committeemen as designated by the Union. Stewards and Committeemen - after having first obtained permission - will be allowed time as necessary during working hours and without loss of pay to investigate and/or process grievances and complaints arising out of the interpretation or application of this Agreement.
- 4.08 The Union will keep the Company advised in writing of its authorized Shop Stewards, Committeemen and Representatives.
- 4.09 At all locations where the Union Committees have been constituted, a regular monthly meeting between the Company and the Committee shall be held normally during the third week of each month as arranged by the Committee. These meetings will be held during regular working hours and without time debit or credit to Committee members. Nothing in this provision shall however, detract from either Party to this Agreement conducting mutual discussion with the other in an attempt to resolve a matter which by virtue of its urgency or time element must be discussed or resolved without undue delay.
- 4.10 **Members of the Negotiating Committee will not lose any normal pay while in direct negotiations. It is understood that compensation will not include any overtime opportunities that may have been missed during that period.**

ARTICLE 5 HOURS OF WORK

- 5.01 The standard working week for the fulltime employees covered under this agreement will be one of forty (40) hours service over five (5) consecutive days of eight (8) hours each. **This will exclude any classification, whose schedule may vary to include extended hours daily (i.e. twelve hours) and a shorter week (4 days on and 4 days off).**

- 5.02 Shifts will have a fixed starting time which shall be the same each day and no shift will begin or end between the hours of 1:00 am to 5:30 am except by mutual agreement of the Parties hereto.
- 5.03 For purposes of computing overtime, an employee's shift will start with the commencement of his assigned shift and continue for twenty-four (24) hours.
- 5.04 Meal periods will be adjusted to occur approximately midway in an employee's regular shift.
- 5.05 Employees will be entitled to two ten (10) minute break periods during a shift, normally after two (2) hours of work and after six (6) hours of work.
- 5.06 Employees may only be required to change their assigned shift after having received twenty-four (24) hours notice of the change.
- 5.07 The Union recognizes that sometimes unusual requirements for work schedules in aircraft servicing operations and agrees to meet at anytime with the Company to mutually determine equitable shift schedules.
- 5.08 Employees shall not be scheduled to work both Christmas Day and New Year's Day in one holiday season.
- 5.09 It is agreed that shift schedules and shift cycles will be the joint responsibility of both Parties hereto and it is agreed that existing shift schedules and shift cycles will not be changed without prior consultation.

- 5.10 While it is understood that this Agreement commits Maintenance and Engineering employees to work 2099 hours -less vacation and statutory holiday time - at straight time rates, mutual agreement on rotating shifts may, at times, require as few as 2065 hours annually. Where such mutually determined shifts require less than the maximum of 2099 hours per year, employees will nevertheless, be paid as though they were working the maximum hours.
- 5.11 Part-time employees may be scheduled for two (2) split shifts in a twenty-four (24) hour period, with a minimum shift of three (3) hours.
- 5.12 Part-time employees shall be entitled to two (2) consecutive days of rest per week.
- 5.13 Any employee required to be “on call” on days off, shall receive three (3) hours pay per day, unless actually called in to work in which case the normal call in rate will apply.

ARTICLE 6 OVERTIME

- 6.01 Overtime at the rate of time and one-half (1 1/2) the employee's regular hourly rate will be paid in the following instances:
- (1) For the first eight (8) hours worked in excess of and continuous with a scheduled shift except as provide in the case of a Statutory Holiday.
 - (2) For the first eight (8) hours worked on any assigned rest day except as otherwise provided.
 - (3) For the first eight (8) hours worked on a Statutory Holiday.

- (4) If an employee is called in outside his scheduled shift he shall receive a minimum guarantee call of three hours (3) at the overtime rate referred to above. (An employee need only complete the task for which he was called in order to be entitled to this minimum guarantee.)
- (5) For all hours worked that would cover a rest period where an employee voluntarily relinquishes the benefit of eight (8) hours rest.

6.02 Overtime at the rate of twice (2X) the employee's regular hourly rate will be paid in the following instances:

- (1) For all hours worked in excess of eight (8) hours following and continuous with a scheduled shift.
- (2) For all hours worked on a second or subsequent rest day in the week, where the employee has worked on a previous rest day.
- (3) For all hours worked in excess of eight (8) hours on a Statutory Holiday.
- (4) For all hours worked in excess of eight (8) when an employee is called in outside his scheduled shift.
- (5) For all hours worked prior to a scheduled shift and continuous therewith with a minimum guarantee of one (1) call in at the overtime rate referred to above.

- 6.03 No employee shall be required to work overtime against his wishes unless no other qualified employee will work the overtime on a voluntary basis through normal canvassing and, in the opinion of the person arranging overtime based on circumstances existing at the time of the decision, the work is urgently required and there is no reasonable alternative. Overtime under these conditions shall be assigned to the employees already on duty in the reverse order of seniority with those involved in shift rotation normally being exempted. Assignments of such overtime shall entitle employees to a minimum of one (1) hour's pay at the applicable overtime rate.
- 6.04 Employees working overtime during their regular meal period following each (4) hours of overtime worked, will be provided with a meal based on the scale and hours as per Article 7.01.
- 6.05 Employees working overtime under any circumstances will be entitled to paid break periods of ten (10) minutes every two hours and meals in accordance with 6.04.
- 6.06 Employees working overtime will be guaranteed a minimum of ten (10) hours rest before reporting for their regular shifts, without loss of pay.
- 6.07 **In the case of sick leave replacement, for the first twenty-four (24) hours it is understood that employees will be called in based on seniority and paid overtime accordingly. For any sick leave replacement after the first twenty-four (24) hours, part-time employees will be utilized as per the part-time language (part-time employees hired after January 1, 2006). Whether or not sick leave replacement is required will be at the discretion of management.**

6.08 **Scheduled Overtime**

In the case where there is more than one shift of overtime to be bid, it is understood that overtime will be distributed as fairly as possible with the most senior bidding on a shift first, then in order of seniority.

ARTICLE 7 OUT OF BASE ASSIGNMENTS

7.01 Employees away from home base will be entitled to the following meal allowances:

\$8.00 (between 0700-0830)

\$10.00 (between 1200-1330)

\$17.00 (between 1700-1830)

\$5.00 (between 2000-0200)

7.02 Except when travel time is concurrent with shift, travel time will be paid for up to a maximum of eight (8) hours at straight time rates during any twenty-four (24) hour period. Where an employee both works and travels during the same twenty-four (24) hour period, travel time will not be considered as time worked for purposes of computing overtime.

7.03 Employees who are on an out-of-base assignment, and through no fault of their own, are required to stay longer than assigned, shall continue on their normal straight time rate of pay as if they were at home base.

ARTICLE 8 VACATIONS WITH PAY

8.01 Employees will be granted paid vacations in accordance with the schedule outlined below. The Vacation Year is considered to be that period, April 30th to April 29th. Vacation pay will be based upon the appropriate percentage of the employees' gross earnings during that period.

Vacation Schedule

Service	Vacation Entitlement	Appropriate Percentage
Less than 1 year of service by April 30 th	0.84 days per month or major portion thereof	4%
1 year of service by April 30th	10 working days	4%
5 years of service by April 30th	15 working days	6%
13 years of service by April 30th	20 working days	8%

8.02 Where a Statutory Holiday falls during an employee's vacation, he will be granted the additional day with pay.

- 8.03 Not later than March 1st in each year, the Company will post a Vacation Roster for each employment group **per base** on which employees in order of Seniority - the most senior employee in point of Company Service having first choice - will indicate their vacation period preference. The Roster will remain posted until April 15th during which **time** employees in each employment group must have made their selection. Where an employee fails to indicate his choice during that period, he **must choose from what is available on a first come first served basis.**
- 8.04 Employees will be entitled to draw vacation pay before proceeding on vacation.
- 8.05 Employees who resign or who are discharged for cause before completing the required service will be entitled to receive a pro rata cash equivalent of vacation credits earned to date.
- 8.06 Employees who are laid off will have the option of drawing or not drawing their vacation pay earned to date.
- 8.07 (a) Employees may split their vacation credits in the following manner:
Ten (10) days or less ----- two (2) periods
Fifteen (15) days or more ----- three (3) periods
- (b) The method of selection of the first period chosen will be as outlined in Article 8.03.
- The method of selection of the second period will be outlined in Article 8.03 and will be determined after everyone has made their first period choices.
- Third period choices will be made with the same process, after first and second choices are made.

8.08 Employees entitled to more paid vacation leave than that shown for one (1) year of service in this Article may be obliged to take only twelve (12) working days during the designated summer period of June 1st to September 30th in order to provide more Summer Vacations to other employees.

8.09 The Company will provide vacation relief so as to permit a minimum of two (2) employees from any employment group to be on vacation at any given time except during the period June 1st to September 30th each year, when two (2) employees in any employment group will be permitted vacation during the same period.

Note: This provision does not apply in the Classification of Traffic/Reservation Agent or Flight Watch in which, due to the relative size of each work group, only one employee at a given time shall be on vacation.

ARTICLE 9 STATUTORY HOLIDAYS

9.01 The following Statutory Holidays, with pay, will be granted to all employees covered by this Agreement:

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

Provided that if, during the thirty (30) days preceding the holiday, the employee was entitled to fifteen (15) days of wages unless absence was authorized.

- 9.02 The Civic Day referred to in 9.01 above is the day generally observed as a Holiday in the community in which the Company's base is located. Where no Civic Day is to be observed, an alternate day will be observed, as mutually agreed between the Company and the employees concerned.
- 9.03 Where a Statutory Holiday falls on an employee's assigned rest day, he/she may elect to add such day (a maximum of two (2) days) to his/her Annual Vacation entitlement or elect to be an additional eight (8) hours straight time pay for the day, provided that he/she advises the Company of his/her option choice within seven (7) calendar days following the Holiday.
- 9.04 Where an employee works a scheduled shift on a Statutory Holiday, he/she may elect to add the day (a maximum of two (2) days) to his/her Annual Vacation entitlement in lieu of the paid overtime provided by this Agreement. In electing this option, the employee must advise the Company of his/her choice to do so within seven (7) calendar days following the Holiday.

ARTICLE 10 COMPASSIONATE LEAVE AND LEAVE OF ABSENCE

- 10.01 Employees shall be granted three (3) consecutive working days as compassionate leave in the event of death in the immediate family. Immediate family for the purpose of this agreement shall be defined to include the employees spouse, child, parent, sister, brother, brothers in law, sisters in law or grand-parent and include the children, parents, brothers, sisters and grand-parents of the employee's spouse.

- 10.02 Where the requirements of the service will permit, employees may be granted leave of absence of up to ninety (90) days, during which they will continue to accrue Seniority or Sick Leave Benefits.
- 10.03 Applicants for Leave of Absence beyond ninety (90) days must be approved by both the Company and the Union.

ARTICLE 11 SICK LEAVE

- 11.01 Employees covered by this Agreement shall be entitled to accrue and accumulate one (1) working day of sick leave for each calendar month, or major portion thereof for a minimum of ninety-six (96) hours per year, for a maximum of One Hundred five (105) working days.
- 11.02 Sick Leave with pay will be payable from and including the first day of absence due to illness or off the job accident provided that the Company may require a Medical Certificate verifying the need for Sick Leave before any Sick Leave benefit is paid. Where the employee has not been asked to produce a medical certificate within seventy-two (72) hours of having returned to work, he will be paid.
- 11.03 Probationary employees will be entitled to Sick Leave benefits **after their probationary period.** They will be credited with one day Sick Leave Credit for each month of service as a Probationary employee.
- 11.04 Employees, who choose to exercise their right under the Act to take Maternity/**Paternity/Parental** Leave, shall continue to accrue all seniority rights **and benefits provided that the employees maintain their portion of the required group insurance premiums** under the terms of the Collective Agreement.

11.05 The Company agrees to obtain from the Group Insurance Carrier and transmit to participating employees by February 28th in each year, the following information:

- (a) total premiums paid by Company
- (b) total premiums paid by participating employees
- (c) total claim against policy
- (d) total rebate accruing from the Policy

Any rebate to the Policy Holder as a result of premiums paid in excess of claims will be shared equally by the Company and the participating employees on a share per equity basis.

11.06 Where the Company is considering termination of an employee due solely to health reasons that necessitates a prolonged absence beyond the time limits of the paid absence established by terms of this Agreement, the matter will be discussed with the Union prior to termination action being taken. An employee so terminated shall be considered on laid-off status and shall hold, but not accrue, seniority for a period of two (2) years from termination in each Classification(s) in which he maintains seniority, he shall be entitled to re-employment subject only to the recall provisions of this Agreement and medical clearance satisfactory to the Company.

ARTICLE 12 EMPLOYEE RIGHTS, LETTERS, DISCIPLINE

- 12.01 (a) All correspondence relating to an employee concerning any form of discipline which the Company has placed in an employee's personal records file, shall be removed from all records of the employee no later than six (6) months from date of issue in respect to a reprimand and no later than two (2) years from date of issue in respect to a suspension and neither shall be used for any purpose beyond the agreed removal date.
- (b) On each occasion where the Company takes action to place correspondence, as described in (a) above, in an employee's personal records file, the employee and the Union (as established by Article 4) shall sign the copy placed on his records file indicating only that he acknowledges receipt and understands the context thereof.
- (c) Upon verbal request to Management, each employee shall be permitted to examine and note the contents of his personal records file as compiled and held by the Company.

ARTICLE 13 SENIORITY

- 13.01 Seniority of each employee will be established after a Probationary period of sixty (60) working days served during a period of twelve (12) consecutive months **in the bargaining unit** and if the employee is retained in the service of the Company beyond that period, he will be considered permanent and his Seniority - subject to any adjustments for broken service - will date from the first day he was hired. Probationary employees will be entitled to all rights and privileges under this Agreement except as provided elsewhere herein and except that they may be discharged without recourse to the Grievance procedure.

- 13.02 A Seniority List will be published and posted by the Company (including date of hire, station, and date entered in classification) not later than the last day of February in each year. Employees will have thirty (30) days during which to verify their respective positions on the List and corrections not brought to the Company's attention during that period will not be considered and the List will stand as correct.
- 13.03 Employees under this Agreement will accrue Seniority in two ways, through Total Continuous Company Service and by Classification, which are defined as follows:
- (a) **CLASSIFICATION SENIORITY** is based upon the employee's length of service with the Company in a particular Classification as listed in Article 13 and 18 and which will apply in the following matters:
 - (1) Lay-off due to reductions in force and re-calls to work
 - (2) Transfers
 - (3) Pick of shifts
 - (b) **COMPANY SERVICE SENIORITY** is based upon the employee's length of service with the Company, regardless of classification or work group and will apply in the following matters:
 - (1) Vacation Preference and Entitlement
 - (2) Leave of Absence
 - (3) Any other matter not covered by Classification Seniority.
- 13.04 For the purpose of this Agreement all employees under the scope of this Agreement shall be grouped into four (4) primary Employment Groups and Classifications within each Group, as follows:

(a) Maintenance which will include the Classifications:

Crew Chief
Crew Chief (Unlicensed)
Aircraft Maintenance Engineer
Avionics Technician
Aircraft Mechanic
Junior Aircraft Mechanic
Groomer
Utilitymen
Store Clerks

(b) Ground Support which will include the following Classifications:

Ground Equipment Mechanic
Junior Ground Equipment Mechanic
Ramp Attendant

(c) Operations which will include the Classifications:

Flight Watch

(d) Customer Service which will include the Classifications:

Reservation Agent
Traffic Agent
Freight Agent

13.05 Employees promoted or transferred from one Classification to another within the same Primary Employment Group will continue to accrue Seniority in the Classification from which transferred or promoted.

- 13.06 Employees promoted or transferred from one Classification to another in a different Primary Employment Group will retain but shall not continue to accrue Seniority in his former Classification but will appear on the Seniority List of the new Classification as of the day he entered it.
- 13.07 Employees transferred from one Classification to another will be on probation in their new Classification for a period of sixty (60) working days. Should the employee fail to qualify for the new Classification or should he decide not to accept the promotion or transfer, he may revert to his former Classification during the probationary period without loss of Seniority in the Classification from which promoted or transferred.
- 13.08 Employees transferred or promoted to positions outside the bargaining unit will continue to maintain Seniority in the Classification from which transferred or promoted for a period of six (6) months only. During this period, the employee may return to his former position in the bargaining unit upon giving the Company two (2) weeks notice.
- 13.09 Employees in Training Groups will be credited with six (6) months Classification Seniority when promoted to a Trade Classification.
- 13.10 **When new employees are hired and** more than one employee in the Classification has the same seniority date, the employee with the greater Company Service will be considered senior. In the event that both Classification and Company Seniority are equal, **the seniority date shall be determined by a draw.**

- 13.11 It is understood that reductions in force **and employment** will be accomplished by laying off the junior employee in Classification Seniority (**per base**) and that employees will retain their respective seniority rights and the right to be re-called for a period of eighteen (18) months. The Company agrees to re-call laid-off employees before hiring new employees and re-calls to work will be accomplished in the reverse order of a lay-off with the most senior employee in point of Classification Seniority re-called first.
- 13.12 When re-calling laid-off employees, the Company will rely on the employee's last address as shown on Company records. Re-called employees must advise of their intention to accept a re-call to work within **fourteen (14)** days of being notified and must return to work within a further (7) days or their names will be stricken from the Seniority List and their **employment shall cease** with the Company severed, except, where a recalled employee is unable to return to work for reasons beyond his control as mutually determined by the Company and the Union, in which case, he will be entitled to the next recall to work at which time he will then resume his place on the Seniority List.
- 13.13 In reducing forces, the Company must advise the Union of the names of the employees affected as soon as the decision is made. Lay-off Notices will be given to employees as follows:
- | | |
|--|---------------|
| (a) Less than one (1) month service | One (1) day |
| (b) One months service but less than sixty (60) working days | One (1) week |
| (c) Sixty (60) working days service but less than five (5) years | Two (2) weeks |

(d) Five (5) years of service or greater portion thereof One (1) week for each year of service

- 13.14 Employees laid-off who hold Seniority in more than one Classification and who wish to exercise displacement rights, may do so and must advise the Company in writing of their intentions during their notice period. Notice periods of lay-off to those employees displaced by other employees will be in accordance with 13.13 above.
- 13.15 Employees may waive their rights to return to work in positions or vacancies of less than sixty (60) working days duration, or in positions or vacancies which occur outside the Company location from which they were last laid off; without prejudice.
- 13.16 Where employees are transferred from one Company base to another as a result of filling a vacancy or reduction in force only, the expense of moving their immediate family and household effects, will be borne by the Company.
- 13.17 Employees with twelve (12) continuous months of service or more who have been terminated, or their recall rights have expired, will be entitled to severance pay equal to two (2) days pay at their current rate for each year of service with a minimum of five (5) days pay.

ARTICLE 14 JOB VACANCY BULLETINS

- 14.01 All new positions or vacancies occurring within the Company will be posted throughout the Company for a period of seven (7) days. All employees, regardless of position or classification, will have the right to apply for any posted vacancy. Copies of Job Vacancy Bulletins will be forwarded to the shop steward and to all employees on leave of absence, laid-off status, vacation or sick leave at the time of posting. Where operational urgency governs, the seven (7) day notice period may be waived provide both Parties are satisfied that all employees have been made aware of the new position or vacancy. Under such waiver, employees must apply within twenty-four (24) hours of notification to be eligible for consideration.
- 14.02 Vacancies for positions that are considered temporary and that will likely last for a period of sixty (60) working days or less need not be posted and may be filled by the Company at its discretion. Should the position subsequently become a permanent one, the Company will advise employees through a Bulletin in accordance with 14.01 above.
- 14.03 Promotions and Vacancies occurring within the bargaining unit will be made and filled using the principle of Classification Seniority for those applying as a first consideration. Where promotions are not made and vacancies not filled on the basis of Classification Seniority, the affected employee will have the right to question the Company's decision with respect to his qualifications relative to the successful applicants, through the Grievance Procedure.

ARTICLE 15 GENERAL

- 15.01 The Company agrees to provide a Notice Board at each of its bases where employees covered by this Agreement are stationed, where notices concerning Union affairs may be posted.
- 15.02 Employees who serve as Jurors will be entitled to receive from the Company, for the duration of their duty, an amount equal to the difference between their regular and that provided by the Crown.
- 15.03 Standard Dress - The following items of clothing will be purchased by the Company and provided to all technical employees and others whose duties require them to work out of doors, as follows:
- (a) **Coveralls:** Three (3) sets per year (two summer, one winter) provide free upon return of unserviceable garments.
 - (b) **Rainwear:** One set provided free upon return of unserviceable garment.
 - (c) **Work gloves:** The Company shall provide two (2) pair of work gloves every six (6) months.
 - (d) **Parkas:** The Company will contribute **fifty** percent (50%) of the total cost up to a maximum of one (\$100) hundred dollars towards a Parka each year to employees.
 - (e) **Winter boots:** The Company will contribute to each employee, **fifty** percent (50%) of the cost up to a maximum of **seventy-five dollars** (\$75.00) each year towards the cost of winter boots.

- 15.04 (a) **Uniforms:** The Company will pay fifty percent (50%) of the cost of Uniforms for employees required to wear them. Uniforms shall be of standard design and colour and may be purchased individually by the employee. The Company agrees to pay **fifty dollars** (\$50.00) per year for the cost of dry cleaning of uniforms upon presentation of receipts.
- (b) **Summer boots/shoes:** The Company will contribute to each employee, fifty percent (50%) of the cost up to a maximum of **fifty dollars** (\$50.00) for summer boots/shoes.
- (c) The Company requires all items of standard dress referred to in the above to be used and worn by the employees while on duty with the Company.

In making payroll deductions to cover the employee's share of the cost of a garment, the Company shall not deduct an amount greater than **fifteen dollars** (\$15.00) from any bi-weekly pay unless the employee authorizes a greater amount.

- 15.05 The Company and the Union will mutually agree on the quality and style of standard dress items.
- 15.06 The Company will be responsible for weekly laundry of coveralls referred to in Article 15.03. All employees will be required to turn in dirty coveralls at the end of each week with the coveralls to be returned to the employees with the following week.

- 15.07 Employees will be paid every second Friday at noon and where reasonably possible, employees completing a night shift on that day, will be paid at the termination of their shift. On all occasions where Friday is a Chartered Bank Holiday, the bi-weekly pay per shall be advanced one (1) day to Wednesday at noon. The employees' cheque stub will indicate all deductions and will show shift differential hours, overtime hours, etc.
- 15.08 The Company will provide and maintain the following facilities for the use of employees covered by this Agreement at each Company location staffed by such employees.
- (a) A lunch room or suitably segregated enclosed area, equipped with self controlled lighting, electrical outlets, sink and water supply service, a garbage container with cover, and a seating capacity and table area to accommodate the number of employees normally on duty at any one time. In addition, the room or area must lend itself sufficient space for placement of a fridge, stove and microwave.
 - (b) A locker room or other enclosed area, separate from that designated as an eating place, and furnished with a sufficient number of full length lockers so as to provide one locker for each employee with space to permit clothing change.
 - (c) Washroom facilities, separate from those used by the general public, if available and in place.
 - (d) Parking space for employee vehicles. In addition, two (2) plug-ins shall be provided for employees working at the Goose Bay terminal.

- 15.09 The Company will pay employees who work at the airstrip in St. Anthony a travel allowance of ten dollars (\$10.00) per day to a maximum of fifty dollars (\$50.00) per week, if the employee uses his/her own transportation.
- 15.10 A tool allowance of **two** hundred dollars (**\$200**) will be paid, upon the submission of receipts, to each junior mechanic/avionic, mechanic/avionic technician and engineer in January, each year of the agreement. Tools shall be included but not limited to trouble lights.
- 15.11 The Company agrees that for the purpose of this agreement "Spouse" will be defined to include common law spouse and the common law spouse shall enjoy all the benefits, rights and privileges referred to in this agreement as equalling to the spouse of an employee.
- 15.12 The Company agrees to participate on a cost shared basis (50/50) in a dental plan for the employees covered by this agreement. A committee of the management and employees will be formed to recommend a plan to all parties by June 1, 1988, which must be mutually acceptable to the Company and the employees.
- 15.13 Employees attending Company sponsored training courses shall be paid up to eight (8) hours straight time while in actual attendance at such course.
- 15.14 The Company agrees to reimburse maintenance employees for any and all endorsement and license fees.

ARTICLE 16 SAFETY

- 16.01 The Parties hereto recognize and agree to be bound by all provisions of Canada Labour Standards (Safety) Code Part **II**.

ARTICLE 17 ADJUSTMENT OF GRIEVANCES

- 17.01 The Company will recognize and deal with Shop Stewards in work areas and at Company bases determined and appointed by the Union. It will be responsibility of Shop Stewards to assist in the adjustment of Grievances arising out of the interpretation, application, or alleged violation of this Agreement.
- 17.02 Where an employee feels that there has been a violation or misinterpretation of any part of this Agreement, he, or a Shop Steward, or any Officer of the Union on his behalf, will discuss the matter within seven (7) calendar days with the immediate supervisor who will, within twenty-four (24) hours (save Saturday, Sunday and Statutory Holidays), give his/her decision thereof.
- 17.03 Where the decision of the immediate supervisor is unsatisfactory to the employee concerned or to the Union, or, failing a decision being received from the immediate supervisor as required by 17.01, 17.02 above, the matter will be reduced to writing within a further seven (7) calendar days and submitted to the Department Head who will, within forty-eight (48) hours (save Saturday, Sunday and Statutory Holidays), attach his written reply thereto.
- 17.04 Failing a reply from the Department Head or where the reply is unsatisfactory to the employee or to the Union, the matter will be referred to Arbitration in accordance with 17.06 below.
- 17.05 Where employees are to be suspended or discharged, a Shop Steward shall be notified before the employee leaves his work area. Where the Shop Steward is unable to affect a settlement - if a dispute exists - at the time, a written Grievance may be filed directly with the Department Head within seven (7) calendar days.

- 17.06 Either Party to this Agreement may, within fourteen (14) calendar days of the date when the matter was or should have been disposed of in above, notify the other Party in writing of its decision to submit the matter in dispute to Arbitration.
- 17.07 Where notice has been given by either Party to refer a matter in dispute to Arbitration, the selection of an Arbitrator shall be made numerically from a List of persons previously agreed to by the Parties. Should the first person named on the List be unable to hear the matter within thirty (30) calendar days or such other time as the Parties may agree, the next person named will be selected and so on.
- (a) The Arbitrator to hear each case will be the person whose name on the List, which is attached hereto, follows that of the person who heard the pervious case.
 - (b) While the List of Arbitrators will be comprised of those persons agreed upon during Collective bargaining, either Party may propose to add or delete persons from the List at any time. Additions to, or deletions from, the List may only be made by mutual agreement of the Parties.
- 17.08 The Arbitrator will make his award as the matter in dispute known to the Parties within thirty (30) calendar days of the last hearing and in making such award, shall not have the power to amend, delete from, or add to, any provision of this Agreement.
- 17.09 The award so made shall be final and binding upon the Company, the Union, and the Employee. In making awards connected with financial settlement, it is agreed that the Arbitrator shall remain seized on the matter until the Parties are Satisfied that the award so rendered has been fully placed into effect.

- 17.10 In hearing disputes arising out of a **disciplinary measure**, the Arbitrator, where he finds such **disciplinary measure** was improper, may modify the penalty.
- 17.11 The Parties to this Agreement will jointly share the fee and expenses of the Arbitrator.

ARTICLE 18 CLASSIFICATIONS AND RATES OF PAY

18.01 **Maintenance Group**

Aircraft Maintenance and Avionics Engineer

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>
1st year	\$18.10	\$18.46	\$18.83
2nd year	\$19.17	\$19.55	\$19.94
3rd year	\$25.20	\$25.70	\$26.21

Aircraft Mechanic, Avionics Technician

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>
1st year	\$15.50	\$15.81	\$16.13
2nd year	\$16.15	\$16.47	\$16.80
3rd year	\$21.00	\$21.42	\$21.84

Utility and Groomers

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>
1st year	\$9.50	\$10.00	\$10.20
2nd year	\$10.27	\$10.47	\$10.67
3rd year	\$10.73	\$10.94	\$11.16
4th year	\$11.24	\$11.47	\$11.69
5th year	\$12.63	\$12.88	\$13.14

Stores Clerk

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>
1st year	\$9.50	\$10.00	\$10.20
2nd year	\$10.27	\$10.47	\$10.67
3rd year	\$11.04	\$11.27	\$11.49
4th year	\$12.20	\$12.44	\$12.69
5th year	\$14.00	\$14.28	\$14.57

Customer Service Group

Traffic/Reservation/Freight Agent

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>
First 6 months	\$9.50	\$10.00	\$10.20
6 to 18 months	\$10.27	\$10.47	\$10.67
18 to 30 months	\$11.04	\$11.27	\$11.49
30 to 42 months	\$12.33	\$12.58	\$12.83
42 to 54 months	\$12.98	\$13.24	\$13.51
54 months and over	\$14.84	\$15.14	\$15.44

Flight Watch

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>
1st year	\$10.27	\$10.47	\$10.67
2nd year	\$11.04	\$11.27	\$11.49
3rd year	\$12.33	\$12.58	\$12.83
4th year	\$12.98	\$13.24	\$13.51
5th year	\$14.84	\$15.14	\$15.44

Ramp Attendant

	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>	<u>Jan. 1, 2011</u>
1st year	\$9.50	\$10.00	\$10.20
2nd year	\$10.27	\$10.47	\$10.67
3rd year	\$11.04	\$11.27	\$11.49
4th year	\$12.20	\$12.44	\$12.69
5th year	\$14.00	\$14.28	\$14.57

It is understood that employees will move to the same pay scale in the new collective agreement, as they were at in the previous agreement. For example, a Customer Service Agent on the scale of “54 months and over” will move to the same pay scale under the new agreement.

- 18.02 Classification Seniority will apply to an employee’s length of Company Service in the Classification without regard to rating in the Classification.
- 18.03 Employees who obtain an AME licence will not automatically be paid the AME rate, but must bid on vacancies in such classification. The Company has the right to determine the required number of AME’s. If the Company deems the present number of AME’s to be in excess of its requirements, the Company has the right to open discussions regarding the status of the required number of AME’s.

18.04 Where new Classifications are to be created which logically fall within the scope of the bargaining unit, or where Classifications shown in Article 13 are currently dormant in respect to Company use become re-activated during the life of this Agreement, the rates of pay and conditions of employment will become the subject of negotiations with the Union. Where no agreement is reached, the rates of pay and whether or not the position justifies a new Classification may become the subject of a Grievance and subsequent Arbitration.

18.05 **Crew Chief:** A Crew Chief is an employee who holds a valid AME Category "A" Licence and who has the ability to lead and direct those assigned to him.

A.M.E.: An A.M.E. is an employee who holds a valid Aircraft Maintenance Engineer's Licence, Category "A".

Junior Aircraft/Avionics Mechanics/Technicians: A Junior Aircraft Mechanic or Avionics Technician is an employee engaged by the Company to acquire the skills to become a tradesman. Advancement from one step to the next highest step will be automatic upon completion of the necessary service.

A Junior Aircraft Mechanic or Avionics Technician will be promoted to Aircraft Mechanic or Avionics Technician (at the next highest pay level) upon the successful completion of a written and practical examination as devised mutually by the Company and the Union.

Junior Aircraft Mechanics or Avionics Technicians, who have completed a recognized training course in aircraft maintenance and repair, will be given a service credit as a Junior Mechanic or Avionics Technician to permit them to write the M.O.T. licensing exams following a combined three (3) years of courses and practical experience or such longer period as M.O.T. regulation require.

ARTICLE 19 SHIFTS, SHIFT PREMIUMS AND ALLOWANCES

- (a) A Morning Shift is any eight (8) consecutive hours of regular scheduled work commencing between 5:00 a.m. and 7:00 a.m.
- (b) A Day Shift is any eight (8) consecutive hour of regular scheduled work commencing between 7:00 a.m. and 8:30 a.m.
- (c) An Afternoon Shift is any eight (8) consecutive hours of regular scheduled work commencing between 3:00 p.m. and 5:00 p.m.
- (d) A Night Shift is any eight (8) consecutive hours of regular scheduled work commencing between 11:00 p.m. and 1:00 a.m.
- (e) A Shift Premium of **fifty cents (\$0.50)** an hour will be paid to all employees working between the hours of 1800 to 0800 hours but such premium will not be added to the hourly rate for the purpose of computing overtime.
- (f) Ticket Agents will receive a seventy-five cents (\$0.75) **an hour** increase to their normal pay when the Supervisor is on vacation or sick, if the Ticket Agent is call upon by the company to do Supervisor's work.
- (g) Crew Chief shall receive **one dollar and fifty cents (\$1.50)** per hour.

- (h) Lead Hand or Lead Agent shall receive **seventy-five cents (\$0.75)** per hour **to provide leadership and responsibility for the station.**
- (i) Maintenance employees holding an SCA permit shall receive an additional ten cents (\$0.10) per hour.

ARTICLE 20 PENSION

A. Commencing the first day of January, 2005, and for the duration of this Collective Agreement, the Company agrees to make payments to the I.A.M. Labour Management Pension Fund (Canada) (“the Pension Fund”) for each employee performing work in a job classification covered by this Collective Agreement as follows:

1. For all hours or portion thereof worked for which an employee receives pay, the Company shall make a contribution
 - (a) of **fifteen cents (\$0.15)** per hour, but not more than **six dollars (\$6.00)** per week for any one employee (40 x hourly contribution rate).
 - (b) of **twenty cents (\$0.20)** per hour, but not more than **eight dollars (\$8.00)** per week for any one employee (40 x hourly contribution rate) effective **January 1, 2010.**
 - (c) of **twenty-five cents (\$0.25)** per hour, but not more than **ten dollars (\$10.00)** per week for any one employee (40 x hourly contribution rate) effective **January 1, 2011.**
2. For the purpose of this Article, each hour paid for, as well as, hours of paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.
3. Contributions for new, temporary, probationary, part-time and full-time **employees** are payable from the first day of employment.

B. The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.
2. The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Ontario Pension Benefits Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal income tax purposes.
3. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of the contributions to the Pension Fund.
4. If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in the enforcing payments of the contribution, including reasonable attorney's fees and arbitration fees.

- C. The Parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.
- D. It is understood and agreed by both parties that, upon making its contributions to the Pension Fund in accordance with the Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.

ARTICLE 21 DURATION OF AGREEMENT

21.01 This Agreement shall come into full force and effect as of the **1st day of January, 2008** and shall remain in effect until midnight on the **31st day of December, 2011** following which it shall renew itself from year to year unless notice is given by either Party to the other of a desire to amend or terminate the Agreement **one hundred and twenty (120)** days prior to its expiration date in any year. In the event notice is given, the Agreement will continue in effect **until** the conclusion of a new agreement.

Signed this _____ day of _____, 2009.

LABRADOR AIRWAYS LIMITED

INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

LETTER OF AGREEMENT #1

List of Arbitrators

This letter of Agreement constitutes "the list" referred to in Article 17.07 and is entered into for the purpose of identifying those persons whom the Parties have agreed are acceptable to act as Arbitrators to hear and decide disputes arising out of the interpretation or application of the Collective Agreement.

	<u>OFFICE</u>	<u>HOME</u>
Ian Bruce	Classic Dept Memorial University St. John's 737-8113	26 Johnson Cres. St. John's 722-6645
John Scott	Philosophy Dept. Memorial University St. John's 737 8332 Fax: 895 2496	Box 503 Tolt Road St. Philips, NF 895 3256
James Oakley	Halley Roberts Barry One Church Hill St. John's 726-6124	8 Princess Ann St. St. John's 753-6037

Signed for the Parties hereto this ____ day of _____, 2009

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING #2

Employment Equity

The Parties agree to formalize a committee of one Union (employee of Company) and one management to review, implement and promote an Employment Equity Program.

Signed for the Parties hereto this ____ day of _____, 2009

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING #3

Early and Safe Return to Work

The Parties agree to set up a committee of two, one from management and one from the Union (employee of Company), to implement the E&SRW program.

The committee will meet to begin the process of adopting language as per the Act.

Signed for the Parties hereto this ____ day of _____, 2009

FOR THE COMPANY

FOR THE UNION

PART TIME EMPLOYEES HIRED AFTER JANUARY 1, 2006

The purpose of this agreement (supplementary to the labour agreement between the parties) is to establish the special working conditions applicable to employees working on such a schedule.

Hence, the parties hereto have agreed upon the following terms and conditions including modifications to the existing collective labour agreement with regard to the part time shift schedule.

I TERMS AND CONDITIONS WHICH APPLY TO THE PART TIME SHIFT SCHEDULE

Item 1 - Application

The schedule will apply to members of Local Lodge 927 who are required to work a part time hours.

It is understood by all parties hereto that problems may subsequently arise which are not addressed by this Memorandum of Agreement. Should this occur, the parties agree to meet and resolve such problems in a manner, which must result in no increased cost to the Company.

II MODIFICATIONS TO THE COLLECTIVE AGREEMENT

The Company and the Union hereby agree that the following clauses of the collective agreement will not apply to employees covered by the present agreement, i.e. employees assigned to the part time schedule:

- i) clause 5.02
- ii) clause 5.03
- iii) clause 5.04
- iv) clause 5.05
- v) clause 5.06
- vi) clause 5.13

- vii) clause 6.01 (4)
- viii) clause 6.01 (5)
- ix) clause 6.02 (2)
- x) clause 6.02 (5)

However, the following special provisions will apply to these employees as if they were included in the said collective agreement:

A) Clause 5.01 – Hours of Work

For employees assigned to part time hours, the normal operation week shall be of seven (7) days and the normal work day shall be no less than three (3) hours, and no greater than (12) twelve.

- B)** Existing part time employees who work less than thirty (30) hours week shall be entitled to two (2) consecutive days off per week, however, when it is not possible to schedule two (2) consecutive days off without additional cost to the Company, the Company and the individual will agree to schedule days off individually.

Part Time employees hired after January 1, 2006 shall be entitled to one (1) day rest per week.

C) Clause 5.02 - Hours of work – Part Time Shift Schedule

Employees assigned to a part time shift schedule, shall be scheduled with full time employees to maintain the seven (7) day operation schedule. If a part time employee is call in prior to or outside of a regular scheduled shift, the employee will be guaranteed a minimum call in of three (3) hours at straight time.

D) Clause 6.01 - Overtime

Overtime at a rate of time and one half (1.5) the employee's regular hourly rate will be paid in the following instances:

1. For the first eight (8) hours worked in excess of and continuous with a scheduled shift (min. 8 hrs and max. 12 hrs).
2. For the first eight (8) hours worked or shift required (whichever is greater) on any assigned rest day except as otherwise provided.
3. For all hours worked in excess of eight (8) hours or scheduled shift (whichever is greater) and continuous with a scheduled shift after forty (40) hours in one week period (Sunday-Saturday) have been reached.
4. **A part-time shift can be extended without twenty-four (24) hour notice, however, overtime will apply for whatever time exceeds twelve (12) hours in one day or forty (40) hours in a seven (7) day period.**

E) Clause 6.02

Overtime at a rate of double (2) time the employee's regular rate of pay will be paid in the following instances:

1. For all hours worked in excess of eight (8) hours or scheduled shift (whichever is greater) on a statutory holiday.

F) Clause 11.01 – Sick Leave

Part time employees shall be entitled to accrue and accumulate ½ working day of sick leave for each calendar month to a maximum of forty-eight (48) hours per year.

LABOUR MANAGEMENT COMMITTEE

The parties agree to form a Labour Management Committee with a representative from each department. It is understood that a meeting may be conducted with a total of three (3) employee representatives and three (3) management representatives and that the committee will meet at least three (3) times annually or more frequently should the need arise.

PAY SCALE PROGRESSION

The Company reserves the right to advance an employee on the pay scale, however when required to do so, it shall be done in consultation with the Labour-Management Committee.