

COLLECTIVE AGREEMENT

Between

**ALLIED AVIATION SERVICE COMPANY OF
NEWFOUNDLAND, ULC**

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

TRANSPORTATION DISTRICT LODGE 140

NOVEMBER 1, 2007 – OCTOBER 31, 2010



GROUND DIVISION

AGREEMENT
DISTRICT LODGE 140
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

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ARTICLE 1
PURPOSE

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

ARTICLE 2
RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive collective bargaining agent of all Ground Service Personnel who are employees of the Company employed at Gander International Airport in Gander, Newfoundland.

ARTICLE 3
RIGHTS OF MANAGEMENT

- 3.01 The Union acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline and efficiency, and
 - (b) to hire, classify, direct, transfer, promote, demote, layoff or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
 - (c) To manage the industrial enterprise in which it is engaged and without restricting the generality of the foregoing to determine the number and location of plants, the kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the schedules of productions, and the extension, limitation, curtailment, or cessation operations and to study and introduce new improved methods, processes, materials and facilities, and to establish rules and regulations covering the operation of its business provided that the said rules shall be inconsistent with this agreement.
- 3.02 The Company agrees that its exclusive functions provided by this agreement shall be exercised in a manner consistent with all provisions of this agreement.

ARTICLE 4
UNION DUES AND UNION MEMBERSHIP

- 4.01 The parties hereto agree that all employees covered by this agreement shall become members of, and maintain membership in good standing in the Union as a condition of employment.
- 4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reason of race, national origin, colour religion, sex and age.
- 4.03 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment. All present employees who are not now members of the Union shall become members in good standing within thirty (30) days of the signing of the contract.

- 4.04 As a condition of employment of every employee under this agreement the company shall deduct the amount of Union dues from his wage each week and shall remit the same to the Union on or before the first week of the month following the month in which it is deducted.
- 4.05 The amount to be deducted will be advised by the Union. The Company will be notified in writing by the Union official as to where to remit such withheld dues.

ARTICLE 5
STRIKES AND LOCKOUTS

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

ARTICLE 6
NO DISCRIMINATION

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

ARTICLE 7
SPECIFIC PERFORMANCE

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

ARTICLE 8
UNION REPRESENTATION

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

- 8.03 The Union may designate and the Company shall recognize Shop Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and the work area the Union has so designated him.
- 8.04 The Shop Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article 9.00 hereof for the settlement of a complaint or grievance; he shall not leave his work except as provided by the said Article 9.00 and only after having informed his Supervisor as to the nature of his business.
- 8.05 The Shop Steward shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.
- 8.06 The Company and the Union agree to establish a Labour Management Safety Committee, consisting of one Company representative and one Union representative, which shall develop and maintain an Accident Prevention Program. This joint committee shall meet as often as it deems necessary and submit its program to management. Management shall take whatever action it them deems appropriate and necessary.
- 8.07 Bulletin Boards: The Company will provide a Bulletin Board and location at all stations where proper notices of direct interest to employees may be posted by the representatives of the Union with prior approval of the company.
- 8.08 Employees covered under the terms of the Collective Agreement shall receive written confirmations of all matters regarding layoff, recall, pay rates or discipline. The Unions Senior Shop Steward will be given copies of such correspondence.
- 8.09 An employee who is asked to participate in an investigatory interview (which may lead to discipline) upon his request will have the right to Union representation. In the event a Shop Steward is not immediately available; any Union member will suffice.

ARTICLE 9
COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.01 It is agreed that grievances, oral or written, arising out of the interpretation or application of this Agreement will be dealt with as promptly as possible, but no later than 5 days after awareness.
- 9.02 Any employee who feels that there has been a violation or misinterpretation of this Agreement or that he has been treated unfairly under any of its terms may, be telephone or personal interview, discuss the matter with the General Manager and/or the Shop Steward with a view to a prompt settlement.
- 9.03 Where such discussion fails to satisfy the complaint or the Union, the matter may be reduced to written form and submitted to the General Manager.
- 9.04 Within five (5) working days of the receipt of the written grievance, or within such longer period as may be agreed mutually, the General Manager shall meet with the Shop Steward to discuss the matter and shall attach this reply thereto.
- 9.05 Should the General Manager's reply be unsatisfactory to the Union, the matter may be referred to arbitration.

- 9.06 Within fifteen (15) working days of when the matter was or should have been dealt with by the General Manager, either party may advise the other of its decision to refer the matter in dispute to arbitration.
- 9.07 Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.
- 9.08 Letters on an employee's file will be removed after eighteen months (18), the exception is any discipline that results in a suspension. All suspensions will remain in an employee's file until the employee has twelve (12) months without a further suspension.

ARTICLE 10
ARBITRATION

- 10.01 Should the parties fail to adjust a grievance through the procedure contained in Article 9.00, the grievance may be submitted to arbitration on written notice from either party within ten (10) working days following its disposition at the preceding stage.
- 10.02 Within ten (10) working days from the delivery of such notice, the parties shall select an Arbitrator in accordance with letter number one (attached).
- 10.03 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 10.04 The proceedings of the arbitration shall be expedited by the parties hereto.
- 10.05 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.
- 10.06 The Arbitrator will make his award as to the matter in dispute known to the parties within thirty (30) days of the date of the last hearing and in making such award, shall not have the power to amend or in any way change the provisions of this Agreement.
- 10.07 In hearing disputes arising out of the suspension or dismissal of an employee, the Arbitrator, where he finds such suspension or dismissal to be without just cause, may modify the penalty.
- 10.08 The parties to this Agreement will jointly share the fee and expenses of the Arbitrator.

ARTICLE 11
PROBATION

- 11.01 Seniority of each employee will be established after a probationary period of 90 calendar days and if the employee is retained in service of the Company beyond that period, he will be considered permanent and his seniority date shall be backdated 90 calendar days.
- 11.02 Probationary employees will be entitled to all rights and privileges provided by this Agreement, unless provided otherwise, except only that they may be discharged without recourse to the grievance procedure. The Union will be given the opportunity for input into the assessment of probationary employees prior to final decision concerning the retention or discharge of such employee.

- 11.03 Any person re-employed by the Company after having separated from its employment shall, when re-employed again be a probationary employee as herein provided. A laid off employee who retains seniority as provided by Article 13.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be probationary employee should he return to work.
- 11.04 An employee when voluntarily transfers from one classification to another within the scope of this Collective Agreement, shall serve a probationary period of one month in the new position. If probation fails, the employee may exercise his seniority in his previous classification.
- 11.05 New hires are to complete their training (excluding de-icing) in sixty (60) working days and then placed on the bottom of the seniority list.

ARTICLE 12 SENIORITY

- 12.01 On the date of completion of his probationary employment, an employee shall have seniority in the Company retroactive to his date of hire and thereafter, shall accrue seniority as provided herein and will be listed on the company classification and station seniority lists.
- 12.02 Subject to Sections 12.03 and 13.05, an employee's seniority shall pertain solely to his classification. The classifications which the parties hereto have agreed upon for this purpose are listed in Article 24.00.
- 12.03 Should an employee be permanently transferred from one classification to another classification, his seniority shall continue to accrue in to his old classification as provided in 11.04. Employees temporarily transferred to a higher classification shall not accrue seniority in that classification for the temporary period, but shall receive first consideration for permanent promotion in that job.
- 12.04 Accrual of Seniority Under Layoff: An employee who has been laid off shall continue to accrue seniority except as provided by Section 13.05 hereof.
- 12.05 Loss of Seniority: An employee shall forfeit all seniority:
- should he be granted leave of absence for more than thirty (30) days , except as specified in Article 14.00, or
 - should he be absent for three (3) consecutive working days without reporting to the Company and without reasonable explanation, or
 - should he voluntarily quit his employment, or
 - should he be dismissed for just cause, or
 - should he fail to respond to recall pursuant to Article 13.00 Sections 13.07 or 13.08 hereof, or
 - If he accepts employment during the period of leave of absence or sickness.
- 12.06 Salaried Employment: Subject to all provisions of this Article 12.00, seniority shall be retained and accrued by any employee who hereafter is transferred to salaried employment as a Supervisor directly supervising employees under this Agreement for a period of three (3) months and shall then be removed from the seniority list.

- 12.07 The Company shall maintain and post seniority lists. Seniority Lists will be posted twice yearly, January and July. In addition to the seniority list posted, the Company will provide the Union with two seniority lists; one to the Shop Steward and one to the General Chairperson. There shall be a seniority list for each location.

ARTICLE 13
LAYOFF AND RECALL

- 13.01 Should cause such as fire, flood, explosion, Act of God, or any unforeseeable work stoppage affecting airport operations make it necessary to reduce the working force, twenty four (24) hours notice will be given to the employees by the Company. The employees affected thereby shall be laid off according to classification seniority without notice providing that seniority shall apply during such layoff. In the event of a resumption of operations, the employees affected shall be recalled by classification seniority.
- 13.02 Lay-Off for Extended Periods: In the event of a layoff, seniority as defined in Article 12 Section 2 hereof, shall determine the employees to be retained.
- 13.03 The Company shall notify the Union as soon as possible prior to any layoff. All employees shall receive at least seven (7) days notice of any layoff, except in the case of layoff as defined in Article 13.01.
- 13.04 An employee who has been laid off shall be listed according to seniority for two (2) years after the day on which he was laid off. If not recalled to work during that time, his name shall then be removed from the list and the General Chairperson and Shop Steward shall be so advised.
- 13.05 When work is available in any classification from which there has been a layoff, seniority shall determine the employees to be recalled. Every previous employee then having seniority in the said classification shall be recalled before any other person is transferred into or hired into it.
- 13.06 Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The General Chairperson and Shop Steward shall receive a copy of each letter or recall and notification of each made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 13.07 If within three (3) working days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

ARTICLE 14
LEAVE OF ABSENCE

- 14.01 Leave of absence without pay granted by the company for a period of thirty (30) calendar days or less shall be without loss of seniority and with accrual of seniority. A request for a formal leave of absence must be presented in writing to the General Manager at least thirty (30) days in advance of the period of time desired. The Company shall render its decision on such request within seven (7) days after receipt of the request. A request for an emergency leave of absence must be presented to the General Manager.

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

ARTICLE 15
JOB POSTING

- 15.01 Whenever new positions within a station are created or vacancies occur, employees will be given preference to such positions or vacancies based primarily on their seniority; however, skill, ability, experience and qualifications will also be considered. Seniority shall be the determining factor when the above elements are substantially equal.
- 15.02 All station vacancies will be posted for a period of five (5) days on Company bulletin boards. If no suitable applicants are brought forward by this posting within the five (5) days specified, the Company will fill the vacancy by such other mean as it may deem fit.
- 15.03 Employees who are on vacation or authorized leave of absence during the posting period will have three (3) days after their return to bid the opening.

ARTICLE 16
SHIFT ARRANGEMENTS

- 16.01 An accredited Union representative will be given the opportunity for input into proposed work schedules. The Company however reserves the exclusive right to establish work schedules.

ARTICLE 17
OVERTIME

- 17.01 (a) The Union recognizes the necessity of overtime work in the airline industry and agrees to cooperate with the Company in this respect.
(b) The Company will distribute overtime as equitably as possible. Dependent upon requirements, overtime will be offered to employees in the following order: (see overtime procedure).
- 17.02 An employee shall be compensated for overtime work as follows:
(a) For authorized overtime following scheduled shift hours, time and one-half shall be paid for all hours worked.
(b) An employee who worked on a regularly scheduled day off shall be paid time and one-half for the first eight (8) hours and double time for all hours thereafter.

- (c) An employee called into work on a statutory holiday will receive double time (2x) for such work. An employee scheduled to work on a statutory holiday that must work beyond his scheduled hours will receive double time (2x) for the hours worked beyond his scheduled hours on the holiday.
- 17.03 All scheduled time worked on a Statutory Holiday shall be paid for a double time and one-half.
- 17.04 Overtime premium shall be calculated on the employee's base hourly rate excluding bonus and premiums unless otherwise provided by this Agreement.
- 17.05 (a) An employee working overtime in excess of two (2) hours shall be paid a meal allowance of eleven dollars and fifty cents (11.50).
 (b) The meal ticket must be used within five (5) working days of being issued and cash will not be received in exchange for the ticket, nor will change be received for partial use of the ticket.
 (c) If employees due to operations work overtime, in accordance with 18.05 (a) outside the normal food service schedule at the airport, the employee will be issued a meal ticket, during normal working hours upon verification of the overtime hours worked.
- 17.06 An employee recalled to work after having completed his daily work assignment or if called into work on his scheduled day off shall receive a minimum of four (4) hours of work or pay in lieu thereof at the applicable overtime rate. Employees who are required to work overtime after their regular shift, as distinguished from a call-in receive a minimum of one-half hour overtime. Thereafter the employees shall be paid for actual time worked.

ARTICLE 18
STATUTORY HOLIDAYS

- 18.01 The following statutory holidays shall be observed:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Boxing Day | |
- 18.02 Should the Federal Government legislate a new holiday during the term of this Agreement, which would differ from the aforementioned, said holiday shall be observed.
- 18.03 Should a statutory holiday fall on an employee's scheduled day off during his vacation period, the employee shall be granted an additional day off with pay, to be taken at a time that is mutually agreed upon.
- 18.04 Employees required or scheduled to work on any of the statutory holidays, shall be paid at the rate of double time and one-half.

ARTICLE 19
SHIFT DIFFERENTIAL

- 19.01 A shift premium of \$0.30 will be paid for all hours worked between 15:00 to 23:00. A shift premium of (\$0.40) will be paid for all hours worked between 23:00 to 06:00.

- 19.02 Lead Hands shall be paid the rate for his classification. Subject to final Company authority Leads may be required to:
- (a) Assign work.
 - (b) Give directions as to proper use of equipment work methods and procedures, safety practices.
 - (c) See that assigned personnel are properly utilized.
 - (d) Perform the work of his classification.
 - (e) Shall be responsible to supervision for the performance of the above duties.
 - (f) Perform incidental paperwork related to the above item.
- 19.03 Bereavement Allowance: In the event of a death in the employee's immediate family (parent, spouse or common-law spouse, child, brother, sister, father or mother of his legal spouse or grandparents, grandchildren) he would receive the next three (3) succeeding working days off. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that workday. In the event of the death of the employee's sister-in-law or brother-in-law, the employee will be granted one (1) day, paid by the Company, to attend the funeral (proof may be required, in the way of an obituary).
- 19.04 Jury Duty and Crown Witness: Employees subpoenaed as witnesses or required to serve on a jury shall be paid the difference between the amount they receive for such service and their normal daily earnings.
- 19.05 The Company will assume the full cost, if any, of parking at the airport.
- 19.06 Items of apparel shall be supplied by the Company and issued at the spring and fall schedules on an as required basis.
- Each employee shall be issued 3 pants, 3 shirts, 2 coveralls and 1 parka.
- Three (3) sets of coveralls per year to equipment shop employees.
 - Replacement parkas will only be issued every 2 years.
 - Boot Allowance - The Company will provide a one hundred and fifty dollars (\$150.00) total boot allowance per year, any remaining amount from the first purchase can be applied to a second purchase with receipt. Such boots must be suitable for working on the ramp.
 - Tool Allowance - All equipment shop employees will receive a three hundred (300.00) tool allowance to be paid in the same manner as boot allowance.
- 19.07 One pair of Insulated coveralls will be issued to all active employees November 1, 2008 and one pair issued to new employees after completion of their probation.

ARTICLE 20
ANNUAL VACATION WITH PAY

- 20.01 (a) Employees who have completed twelve (12) months of continuous services with the employer shall be entitled to receive two (2) weeks' vacation with pay equal to four percent (4%) of his total earnings with the Company during the calendar year.
- (b) Employees who have completed five (5) years of continuous service with the employer shall be entitled to receive three (3) weeks vacation with pay equal to six percent (6%) of his total earnings with the Company during the calendar year.
- (c) Employees who have completed ten (10) years of continuous service with the Employer shall be entitled to receive to receive four (4) weeks vacation with pay equal to eight percent (8%).

- 20.02 An employee leaving the services of the company having less than twelve (12) months service shall receive benefits in accordance with the provisions of the Canada Labour Code pertaining to airport installations.
- 20.03 Vacation must be taken within the calendar year.
- 20.04 "Total Earnings" for the purposes of this Article 20.00 shall mean the total amount of earnings recorded for income tax purposes, plus Workmen's Compensation payments, if any.
- 20.05 Employees who have been absent from work up to thirty (30) calendar days, will not have their vacation time or pay reduced. Employees who have been absent from work more than 30 days will have their vacation on a prorated basis.
- 20.06 Vacation bids will allow two ramp employees on opposite shifts to be on vacation at the same time during the months of July, August and December.

ARTICLE 21
GROUP INSURANCE

- 21.01 The Company shall provide the following with a cost sharing agreement. Employees will contribute 15% of total premium for coverages except group life and AD&D Insurance.
- 1 Life Insurance in the amount of twenty-five thousand dollars (\$25, 000.00) and AD&D in the amount of thirty thousand dollars (\$30 000.00).
 2. (a) Employer shall provide a Group Health Care Plan identified as Great West Life Insurance Company.
 - (b) Dental Coverage
 - (i) 80% on Basic: One thousand dollars (\$1,000) per person max per calendar year for combined coverage, except ORTHODONTIC.
 ENDODONTICS
 PERIODONTIC
 PROSTHODONTICS
 - (ii) 50% on: ORTHODONTIC (Lifetime max per person one thousand dollars (\$1,000).
 - (iii) 70% on: The maximum per calendar year is part of the one thousand dollars (\$1,000) per person referred to in item "a" above. MAJOR RESTORATIVE PROSTHODONTICS - Payment based on current approved "Dental Fee Guide" for the province of residence.
 - (iv) Coverage shall be provided for an employee's wife (husband) and children at no cost to employee.
 - (c) Long Term Disability (LTD): Company shall provide a LTD Plan. Effective August 1, 2008 LTD coverage will start after three (3) months. The AVERAGE increased cost per employee is \$12.00 a month (As insurance providers increases are passed on to the Company). Every full time employee MUST enroll in the plan. Coverage shall be provided to age sixty five (65). Reimbursement shall be seventy-five percent (75%) of the employee's basic salary to a maximum of two thousand five hundred dollars (\$2500) per month. Details of the above insurance plan shall be as contained in the summary plan description.

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

- 21.02 New full time employees shall become eligible for benefits on the first day the month following completion of six (6) months of service.
- 21.03 The employer will continue to make payments for coverage of the above benefits for an employee who is laid off until he has been off the payroll for thirty (30) continuous days. An employee who resigns or is terminated for cause shall cease to have benefits as of the effective date of termination. In the case of an employee who is placed on Medical Leave of Absence, his Life Insurance and Drug Plan shall continue in effect until the employee returns to work or terminates.
- 21.04 In the event of industrial accident, when the employee is sent home by the doctor, he shall be paid for the full day.
- 21.05 Part time and temporary employees shall not be eligible for the above benefits until or if they are employed on a full time basis.
- 21.06 Each full time employee who has completed one (1) of service shall be entitled to sixty (60) hours sick leave with pay each calendar year. The total number of sick hours used by the employee during the year will be subtracted from the authorized amount (i.e. sixty hours). An employee may elect on January 1st of each year to be paid for the remaining sick hours at the straight time hourly rate. An employee electing to be paid for the sick hours unused between January 1st and December 31st shall be paid in January. Sick Bank will be capped at 100 hours. Pro rata shall be given on a partial calendar year.
- 21.07 A part time employee who worked as a full time employee will be credited with four (4) hours sick for every month worked. A month is defined as a complete month worked as a full time employee, no credits for partial months will apply and the probationary period has been completed. Said employee will be entitled to use sick time when working part time or full time.

ARTICLE 22
RENEWAL, AMENDMENT AND TERMINATION

- 22.01 Except as otherwise provided herein, this Agreement shall be effective November 1, 2007 and shall continue in full force and effect until October 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 one hundred and twenty (120) days prior to any such yearly date of termination.

ARTICLE 23
WORK BY SUPERVISORS

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

ARTICLE 24
WAGES

24.01 (a) New Ramp Service will be paid in accordance with the following scale:

Length of Service			Part Time	Full Time
0	-	12 months	\$10.75	\$11.25
13	-	24 months	\$11.25	\$11.75
25	-	36 months	\$11.75	\$12.25
37	-	48 months	\$12.25	\$12.75
49	-	60 months	\$12.75	\$13.25

Existing employees who are currently less than \$13.25 per hour will be placed in the above scale, on November 1, 2007, based on their length of service. They will then progress through scale with raise on their anniversary.

Employees placed on the scale at \$13.25 on November 1, 2007 will get a 3% increase on November 1, 2008 and a 3% increase on November 1, 2009.

(b) New Mechanics will be paid in accordance with the following scale:

Length of Service			Part & Full Time
0	-	12 months	\$16.50
13	-	24 months	\$17.50
25	-	36 months	\$18.50

Apprentice Mechanics scale			Part & Full Time
0	-	12 months	\$15.00
13	-	24 months	\$16.00
25	-	36 months	\$17.00

(c) Lead Hand Premium \$1.25 per hour over regular rate, for the length of agreement.

24.02 Existing over-scale employees on contract anniversary:
November 1, 2007 \$1.50 Wage Scale Increase
November 1, 2008 3.0% Wage Scale Increase
November 1, 2009 3.0% Wage Scale Increase

24.03 Wage rates of existing employees protected in the event of any reduction of hours.

ARTICLE 25
PART TIME EMPLOYEES/TEMPORARY EMPLOYEES

- 25.01 A temporary employee is one who is employed to replace an absent employee who is on vacation or a leave of absence or seasonal business increases.
- 25.02 A part time employee shall be entitled after the probationary period of ninety (90) calendar days to the following:
- A separate seniority list
 - Statutory holiday pay
 - Vacation pay
 - Uniforms in accordance with Article 19.06 and Article 19.07
 - Call in pay as per the provisions of article 17.06.
 - Shift Differentials
 - Meal allowance of eleven dollars and fifty cents (11.50) when over five (5) continuous hours of overtime is worked on a shift.
 - A part time employee who worked as a full time employee will be credited with four (hours) sick for every month worked. A month is defined as a complete month worked as a full time employee, no credits for partial months will apply and the probationary period has been completed. Said employee will be entitled to use sick time when working part time or full time.
 - Part time schedules will be posted no later than 1200 on Friday.
- 25.03 The Company will be permitted to employ part time employees for thirty (30) hours per week maximum of fifty (50%) of full time work force schedule hours on a monthly basis.

ARTICLE 26
DUTIES AND RESPONSIBILITIES – RAMP ATTENDANT

- Marshal aircraft in and out safely.
- Operate safely and efficiently, all GSE (ground support equipment) utilized by the Company.
- Perform GSE maintenance inspection checks and fueling.
- Service aircraft lavatory systems and aircraft water systems.
- Operate, position, remove, connect and disconnect ground power and air start units.
- Operate and perform aircraft push back functions.
- Possess a valid Newfoundland and Labrador Drivers License.
- Obtain and maintain both a “D” and AVOP license and appropriate radio license.
- Loading and unloading baggage, cargo, mail and commissary, whether palletized or bulk loaded and conveyance of same to or from designated areas.
- Assemble loads in baggage make-up areas.
- Communicate pit loading counts and procedures.
- Operate commissary vehicles, load and unload commissary items, including belly rotations and maintain good housekeeping of the service vehicle.
- Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
- Perform inspection checks on safety equipment.
- Carry and operate a radio as required.
- Aircraft de-icing and glycol recovery and related functions.
- Assist with special needs and disabled passengers.
- Assist in ramp training where required.
- Assist with crew and passenger transport to and from designated areas.
- Provide escorts services.
- Help control FOD.
- Any other duties as assigned by Management.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 24th day of June, 2008 first above written.

ALLIED AVIATION SERVICE COMPANY OF NEWFOUNDLAND, ULC:

By: _____
Clay Mumford

By: _____
John Muirhead

By: _____
Dion Faulkner

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

By: _____
Ken Russell

By: _____
Maxwell Milley

By: _____
Kevin Bengner

Letter of Understanding # 1

Listed below are the names of Arbitrators who are acceptable by the Parties to resolve grievances. The Arbitrators will be contacted on an alphabetical basis until an individual is found who can hear the grievance with thirty (30) days of being contacted or within such longer period as the parties may agree.

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

- 1.) Dave Alcock**
- 2.) Peter Fenwick**

For the Company:

For the Union:

Letter of Understanding # 2

Retain Point #5 – October 23, 1996 Memorandum of agreement, Sick Bank and grandfathered Severance Provisions.

Full time employees who continue employment will receive credit for:

- (a) 50% of their credited sick bank as of the date of effectiveness of the new collective agreement. Sick leave shall be used for non-work connected illness or injury and is not payable on termination of employment caused by any reason. The above-referred "Grandfather Bank" will not be subjected to any accumulation. The entitlement by employment is attached as Exhibit II.

- (b) Employees who are currently covered under the former Severance Program shall be grandfathered with the benefit of the plan as of the effective date of this agreement. The plan will not increase in benefit by length of service and is subject to the provisions of the former Collective Agreement (Article 29). The entitlement by employees is attached in Exhibit III.

For the Company:

For the Union:

Letter of Understanding # 3

Time Bank

Employees will be offered to enroll in the time bank once a year (January). When an employee enrolls in the time bank they are committed to the program for one (1) calendar year. Employees may bank their overtime hours only in the following manner,

- 1.) An employee can use a maximum of thirty-six (36) hours in one (1) year. Should an employee have unused banked hours at the end of a calendar year, these remaining hours will be rolled into the next year's bank, never to exceed thirty-six (36) hours (provided the employee enrolls in the time bank the following year). Once the thirty-six (36) hours (rolled and accrued) has been reached in a given year, the employee can not accrue any additional hours until the following year.
- 2.) An employee can only submit one request for a given week. The request can only be for one day. Only a four (4) hour shift or a full shift eight (8) or more hours can be submitted.
- 3.) A minimum of seven (7) days notice will be required to submit the request. The first employee to put in the request for a given day will be eligible for management review.
- 4.) Management will have sole discretion to approve the request.
- 5.) Any employee that receives approval for a partial shift and fails to work the non-approved portion (in the same calendar day), will not be compensated for the approved request and will forfeit those hours.

For the Company:

For the Union:
