

SOURCE	Union		
EFF.	88	07	01
TERM.	91	06	30
NO. OF EMPLOYEES	44		
NO. OF DEMANDS	li		

A G R E E M E N T

between

AIRCONSOL AVIATION SERVICES LIMITED

and

LOCAL LODGE # 927

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERSJULY 1, 1988 - JUNE 30, 1991CONTENTS

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Airconsol Fueling"

AGREEMENT made this 15th day of February, 1989 by and between Airconsol Aviation Services Limited (hereinafter referred to as the "Company") and International Association of Machinists and Aerospace Workers, (hereinafter referred to as the "Union").

ARTICLE 1.00 : PURPOSE

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

ARTICLE 2.00 : RECOGNITION

2.01 The Company recognizes the Union as the exclusive collective bargaining agent of all Fueling and Fueling Maintenance Personnel who are employees of the Company employed at Airport Facilities throughout the Maritime Provinces of New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland as defined in the Certificate of Recognition dated October 9, 1975.

ARTICLE 3.00 : RIGHTS OF MANAGEMENT

3.01 Section 1, The Union acknowledges that it is the exclusive function of the Company:

- (a) to maintain order, discipline and efficiency, and
- (b) to hire, classify, direct, transfer, promote, demote, layoff or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
- (c) to manage the industrial enterprise in which it is engaged and without restricting the generality of the foregoing to determine the number and

location of plants, the kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the schedules of productions, and the extension, limitation, curtailment, or cessation operations and to study and introduce new improved methods, processes, materials and facilities, and to establish rules and regulations covering the operation of its business provided that the said rules shall not be inconsistent with this Agreement.

- 3.02 Section 2. The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

**ARTICLE 4.00 : UNION DUES AND UNION MEMBERSHIP**

- 4.01 Section 1. 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 Section 2. Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, color or religion, sex and age.
- 4.03 Section 3. 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 member in good standing within thirty (30) days of the signing of the contract.

4.04 Section 4. 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 Section 5. The amount to be deducted will be advised by the Union. The Company will be notified in writing of the Union official to whom the money shall be sent.

ARTICLE 5.00 : STRIKES AND LOCK OUTS

5.01 Section 1. 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 Section 2. It is therefore, solemnly promised and agreed by the parties hereto that during the life of this Agreement or while negotiations for its amendment or renewal are in progress there shall be no strikes, slow down, stoppage of work, or other interference with production by the employees hereby covered or any lockouts by the Company.

ARTICLE 6.00 : NO DISCRIMINATION

6.01 Section 1. 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 Section 2. 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 7.00 : SPECIFIC PERFORMANCE

- 7.01 Section 1. 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 Section 2. It is understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

ARTICLE 8.00 : UNION REPRESENTATION

- 8.01 Section 1. The Union shall appoint one (1) Unit Chairman who shall be an employee of the Company covered by this Agreement.
- 8.02 Section 2. Matters pertaining to the interpretation, application, or administration of this Agreement shall be discussed and adjusted by the Company and the Unit Chairman who shall meet regularly at least once each month during normal working hours. The Unit Chairman may be accompanied by one other employee from the Unit as well as by the Union's International Representative, should he consider it necessary.
- 8.03 Section 3. The Union may designate and the Company shall recognize Shop Stewards and a Unit Chairman 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 Unit Chairman and the work area the Union has so designated him.
- 8.04 Section 4. The Unit Chairman 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 Section 5. The Unit Chairman 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 Section 6. The Company and the Union agree to establish a Labor Management Safety Committee in Halifax, 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 then deems appropriate and necessary.

ARTICLE 9,00 : COMPLAINTS, GRIEVANCES AND DISPUTES

9,01 Section 1. 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.

9,02 Section 2. 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, by telephone or personal interview, discuss the matter with the Regional Manager and/or the Unit Chairman with a view to a prompt settlement.

9,03 Section 3. Where such discussion fails to satisfy the complainant or the Union, the matter may be reduced to written form and submitted to the Regional Manager.

9,04 Section 4. Within five (5) working days of the receipt of the written grievance, or within such longer period

as may be agreed mutually, the Regional Manager shall meet with the Union to discuss the matter and shall attach his reply thereto.

9.05 Section 5. Should the Regional Manager's reply be unsatisfactory to the complainant or the Union, the matter may be referred to Arbitration.

9.06 Section 6. Within fifteen (15) working days of when the matter was or should have been dealt with by the Regional Manager, either Party may advise the other of its decision to refer the matter in dispute to Arbitration.

9.07 Section 7. Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.

#### ARTICLE 10.00 : ARBITRATION

10.01 Section 1. 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 Section 2. 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 Section 3. 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 Section 4. The proceedings of the arbitration shall be expedited by the parties hereto.

10.05 Section 5. 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 Section 6. 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 Section 7. In hearing disputes arising out of the suspension or dismissal of an employee, the Arbitrator, where he finds such suspension or dismissal to be improper, may modify the penalty.

10.08 Section 8. The Parties to this Agreement will jointly share the fee and expenses of the Arbitrator.

ARTICLE 11.00 : PROBATION

11.01 Section 1. Seniority of each employee will be established after a probationary period of sixty (60) days worked 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 back dated sixty (60) working days (to a maximum of five (5) days per week).

11.02 Section 2. 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.

11.03 Section 3. Any person reemployed by the Company after having separated from its employment shall, when reemployed again be a probationary employee as herein provided. A laid off employee who retains seniority as provided by Article 13.00 hereof or an employee on leave of absence, as provided by Article 14.00



hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

ARTICLE 12.00 : SENIORITY

12.01 Section 1. 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, excepting those hired as summer replacement, between April 15 and October 15 of each year, who shall not accrue seniority, or be extended rights of recall. Employees hired as temporary summer replacements and part-time employees shall not be eligible for benefits under this Agreement under Section 22.00 but shall be extended all other rights and privileges under this Agreement. The Company will keep the Union informed of all employees hired in this category and Union dues shall be deducted from the first full week of employment.

12.02 Section 2. 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 25.00.

12.03 Section 3. (a) Should an employee be permanently transferred from one classification to another classification, his seniority shall continue to pertain to his old classification. (b) 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 Section 4 - Accrual of Seniority Under Layoff: **An**  
employee who has been laid off shall continue to  
accrue seniority except as provided by Section 13.00  
hereof.
- 12.05 Section 5 - 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 five (5) 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 7 or 8 hereof, or
  - if he accepts employment during the period of  
leave of absence or sickness.
- 12.06 Section 6 - Salaried Employment: Subject to all  
provisions of this Article 12.00, seniority shall be  
retained and accrued by any employee who hereafter  
is transferred to salaried employment **as** a supervisor  
directly supervising employees under this Agreement  
for a period of six (6) months and shall then be  
removed from the seniority list.
- 12.07 Section 7. The Company shall maintain and post sen-  
iority lists. In addition to the seniority lists  
posted, the Company will provide the Union with two  
seniority lists; one to the Chief Steward and one  
to the Union Representative. There shall be a  
separate seniority list for each location (example,  
Halifax, Sydney, Moncton, etc.).

ARTICLE 13.00 : LAYOFF AND RECALL

- 13.01 Section 1, 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 seniority without notice providing that seniority shall apply during such lay off. In the event of a resumption of operations, the employees affected shall be recalled by seniority.
- 13.02 Section 2 • Lay-Off for Extended Periods: In the event of layoff, seniority as defined in Article 12.00 Section 2 hereof, shall determine the employees to be retained.
- 13.03 Section 3. 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 13.00 Section 1.
- 13.04 Section 4. The Unit Chairman shall have top seniority in his classification for purposes of layoff only, and shall be retained in employment regardless of seniority **so** long as there is work available that he is competent to perform.
- 13.05 Section 5. 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 Union Representative and Unit Chairman shall be so advised.
- 13.06 Section 6. When work is available in any classification from which there has been a layoff, seniority

shall determine the employees to be recalled. Every previous employee then having seniority in the said classification shall be recalled before any other person **is** transferred into or hired into **it**.

13.07 Section 7. Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The Union Representative and Unit Chairman 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.

13.08 Section 8. 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 14.00 : LEAVE OF ABSENCE

14.01 Section 1. 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 Regional 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 Regional Manager,

- 14.02 Section 2. The Company shall inform the Union Representative and Unit Chairman 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 Section 3. 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 provided that such leave of absence shall not exceed an aggregate of sixty (60) working days in any calendar year. It is agreed that the Company will maintain such employees on the payroll at their straight time regular rate during such period of absence provided that the Company may invoice the Union for time lost by the employee, including payments made on his behalf.
- 14.04 Section 4. On furnishing proof to the Company of inability to work because of illness or injury, an employee shall 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 15.00 : JOB POSTING

- 15.01 Section 1. 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. Informational

copies of posted vacancies shall be distributed to all stations.

**15.02** Section 2. All station vacancies will be posted for a period of five (5) days on Company bulletin boards. If no suitable applicants are brought forward by this posting within the five (5) days specified, the Company will fill the vacancy by such other means as it may deem fit.

**15.03** Section 3. 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 16.00 : POSTING NOTICES

**16.01** The Union may post notices concerning the Union meetings and activities at specific places on Company premises, subject to Company approval.

ARTICLE 17.00 : SHIFT ARRANGEMENTS

**17.01** Shift for all employees shall be on a rotating basis mutually agreed on.

ARTICLE 18.00 : OVERTIME

**18.01** Section 1. (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:  
(i) to low man currently on shift  
(ii) to low man off duty having regard to the starting time of their next shift  
(iii) to low man on day off  
(iv) regular employees will be offered overtime prior to probationary employees and summer replacements.

- 18.02 Section 2. 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 works 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.
- 18.03 Section 3. All authorized time worked on a Statutory Holiday shall be paid for at time and one-half plus and additional day off with pay at a mutually agreed upon time.
- 18.04 Section 4. Overtime premium shall be calculated on the employee's base hourly rate excluding bonus and premiums unless otherwise provided by this Agreement.
- 18.05 Section 5. (a) An employee working overtime in excess of one (1) hour shall be allowed a meal ticket in the amount of five dollars and seventy-five cents (\$5.75). Effective July 1, 1989, the amount of the meal ticket shall be increased to six dollars (\$6.00). Effective July 1, 1990, the amount of the meal ticket shall be increased to six dollars and fifty cents (\$6.50). (b) The meal ticket must be used when issued and cash will not be received in exchange for the ticket, nor will change be received for partial use of the ticket.
- 18.06 Section 6. 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 or 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 situation shall receive a minimum of one-half hour of overtime. Thereafter the employees shall be paid for actual time worked.

- 18.07 Section 7. The present overtime procedures for 8 stations other than Halifax, N.S. shall remain in effect.
- 18.08 Section 8. Employees called in prior to and continuous with their regular shift, will be guaranteed a minimum of two (2) hours pay at straight time rates or will be paid overtime for the hours worked, whichever is greater.

ARTICLE 19.00 : STATUTORY HOLIDAYS

- 19.01 Section 1. The following statutory holidays shall be observed:

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

- 19.02 Section 2. 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.

- 19.03 Section 3. Should a Statutory Holiday fall on an employee's scheduled day off or during his vacation period, the employee shall be granted an additional day off with pay, to be taken at a time that is mutually agreed upon.

- 19.04 Section 4. (a) Employees required or scheduled to work on any of the statutory holidays, shall be paid at the rate of time and one-half for authorized hours worked plus an additional working day (scheduled day) off with pay at a mutually agreed upon time. (b) All



such days to be taken as a second vacation period that will be bid separately and following the normal vacation bid only between the period of January 1 to December 31 (Calculation for time off will be on scheduled working days). (c) Employees wishing to take Statutory Holidays in the summer or fall shall bid them in March. Employees wishing to take Statutory Holidays in the winter or spring shall indicate a winter bid in March and bid them in October.

ARTICLE 20.00 : SHIFT DIFFERENTIAL

20.01 Section 1. (a) Effective July 1, 1988, shift differentials (afternoon and midnight) shall be increased respectively, to thirty cents (.30¢) per hour for shifts starting "at or after 2:00 p.m." and forty cents (.40¢) per hour for shifts starting "at or after midnight," for all hours worked during such shifts. (b) The total rate shall be his base hourly rate for the purpose of calculating overtime.

20.02 Section 2 - Lead Hands, Working Supervisors & Acting Midnight Lead. Effective December 28, 1975, A Lead Hand shall be paid the rate for his classification plus twenty-five cents (.25¢) per hour. An employee working on a regularly scheduled midnight shift by himself and acting as the night shift lead hand shall be paid the rate for his classification plus twenty-five cents (.25¢) per hour. A working Supervisor shall be paid the rate for his classification plus forty cents (.40¢) per hour. The total rate shall be the base hourly rate for the purpose of calculating overtime. Subject to final Company authority lead hands and working supervisors may be required to:

- (a) assign work.
- (b) give directions as to proper use of equipment work methods and procedures, safety practices.

- (c)    see that assigned personnel are properly utilized.
- (d) instruct new employees if the lead is **so** assigned to such duty.
- (e) perform the work of his classification.
- (f) shall be responsible to supervision for the performance of the above duties.
- (g) perform incidental paperwork related to the above item. Lead men shall not supervise (except when promoted) distribute wages, pass on employment, mete out disciplinary action, nor discharge employees.

**20.03** Section 3 - 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) he would receive the next three 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 work day.

**20.04** Section 4 - Jury Duty and Crown Witness: Employees subpoenaed as witnesses or required to serve on a jury shall be paid the difference between the amount they receive for such service and their normal daily earnings.

**20.05** Section 5. The Company will assume the full cost, if any, of parking at the airport.

**20.06** Section 6. The following items of apparel shall be supplied by the Company and issued at the Spring and Fall schedules:

- Rainwear - 1 set supplied - as required
- Winter Parka - One (1) parka - a minimum of 24 months between issues.
- Gloves
  - summer gloves - 3 pairs
  - winter mitts - 2 pairs - 3 sets of wool liners
- Uniforms
  - Effective May 1, 1978, the Company to provide a personalized issue (Unitog, etc.) every twenty-four (24) months of the following items:
    - 4 shirts
    - 3 pants or 3 coveralls or any combination thereof
    - 1 spring jacket
- Boots
  - Company shall supply one (1) pair winter boots during the cold weather season. Where employee buys own boots, Company will reimburse \$70.00 once a year, upon presentation of receipt for purchase. Such boots must be suitable for working on the ramp.

ARTICLE 21.00 : ANNUAL VACATION WITH PAY

21.01 Section 1. (a) Employees who have completed twelve (12) months of continuous service with the Employer shall be entitled to receive two (2) weeks' vacation with pay equal to four percent (4%) of his total earnings with the Company during the year ending July 12th or vacation pay **as** regular hourly rate for the hours taken, whichever is greater. (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 year

ending July 12<sup>th</sup>, or vacation pay as regular hourly rate for the hours taken, whichever is greater.

(c) Employees who have completed ten (10) years of continuous service with the Employer shall be entitled to receive four (4) weeks vacation with pay equal to eight percent (8%) of his total earnings with the Company during the year ending July 12<sup>th</sup>, or vacation pay as regular hourly rate for the hours taken, whichever is greater.

21.02 Section 2. 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.

21.03 Section 3. Vacation pay shall not be paid for vacations not taken.

21.04 Section 4. "Total Earnings" for the purposes of this Article 21.00 shall mean the total amount of earnings recorded for income tax purposes, plus Workmen's Compensation payments, if any.

21.05 Section 5. Vacations in respect of any year or part thereof ending July 12<sup>th</sup> shall be taken during the immediately succeeding year ending July 12<sup>th</sup>. Seniority shall be the determining factor in vacation allocation.

21.06 Section 6. Employees who have been absent from work up to thirty (30) calendar days, will not have their vacation time or pay reduced.

ARTICLE 22.00 : GROUP INSURANCE

22.01 Section 1. Effective July 1, 1983, or on the first day of the month following the completion of an employee's probationary period, he shall be provided with the following at no cost to employees:

1. Life Insurance and A.D.&D. in the amount of twenty thousand dollars (\$20,000.00).
  2. (a) Effective January 1, 1979, the Employer shall provide a Group Health Care Plan #13SP (Blue Cross of Canada). This Plan also includes the one dollar (\$1.00) deductible Blue Cross Drug Plan.  
(b) Coverage shall be provided for an employee's wife (husband) and children at no cost to the employee.
- 22.02 Section 2. New employees shall become eligible for benefits on the first day of the month following completion of the probationary period.
- 22.03 Section 3. The Employer will continue to make payments for coverage of the above benefits for an employee who is laid off until he has been off the payroll for thirty (30) continuous days. An employee who resigns or is terminated for cause shall cease to have benefits as of the effective date of termination. In the case of an employee who is placed on Medical Leave of Absence, his Life Insurance and Drug Plan shall continue in effect until the employee returns to work or terminates.
- 22.04 Section 4. In the event of industrial accident, when the employee is sent home by the doctor, he shall be paid for the full day.
- 22.05 Section 5. The Company shall absorb the cost of any additional premium necessary to maintain the plan.
- 22.06 Section 6. Temporary employees hired as summer replacements shall not be eligible for the above benefits until or if they are employed on a permanent basis.
- 22.07 Section 7. (a) Each employee who has completed one (1) year of service shall be entitled to three (3) days sick leave with pay between July 1st of one year



and June 30th of the next year. The total number of sick days used by each employee during the year will be subtracted from the authorized amount (i.e., three (3) days). The balance will be accrued up to a maximum of sixty (60) days. An employee may elect in June of each year however, to be paid based on eight (8) hours per day at the straight time hourly rate. An employee electing to be paid for the sick days unused between July 1st and June 30th shall be paid in June.

ARTICLE 23.00 : RENEWAL, AMENDMENT AND TERMINATION

23.01 Section 1. Except as otherwise provided herein, this Agreement shall be effective July 1, 1988 and shall continue in full force and effect until June 30, 1991 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

ARTICLE 24.00 : WORK BY SUPERVISORS

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

ARTICLE 25.00 : WAGES

25.01 (a) For all employees the following wage scale will apply:

<u>Classification</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>
<u>Fueler</u>			
1st year	\$ 8.01	\$ 8.41	\$ 8.83
2nd year	8.64	9.07	9.53
3rd year	9.27	9.74	10.22
4th year	9.90	10.40	10.92
5th year	10.53	11.06	11.61
Thereafter	11.16	11.72	12.30

<u>Classification</u>	<u>7/1/88</u>	<u>7/1/89</u>	<u>7/1/90</u>
<u>Working Supervisor</u>	\$11.58	\$12.16	\$12.77
<u>Facilities</u>			
1st 6 months	9.99	10.49	11.01
2nd 6 months	11.88	12.47	13.09
Thereafter	12.61	13.24	13.90
<u>Working Facilities Supervisor</u>	13.04	13.69	14.37

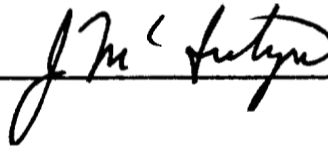
All employees hired prior to February 1, 1989, shall receive as a general yearly increase a minimum of fifty cents (.50¢) per hour.

Employees shall receive retroactive pay on all hours paid for six (6) months from July 1, 1988 to December 31, 1988.

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

AIRCONSOL AVIATION SERVICES, LIMITED

BY: \_\_\_\_\_



INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

D.V. \_\_\_\_\_

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 within thirty (30) days of being contacted or within such longer period as the Parties may agree.

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

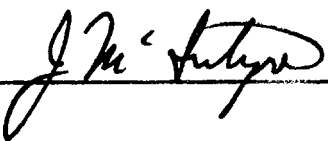
Newfoundland

Dave Alcock  
Iain Bruce  
Gordon Easton

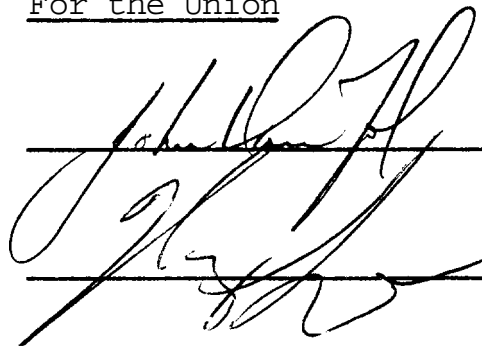
Maritimes

Innis Christie  
J. A. McClellan  
Bruce Outhouse

For the Company

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_