

SOURCE	CO.		
EFF.	94	01	01
TERM.	96	12	31
NO. OF EMPLOYEES	38		
NOMBRE D'EMPLOYES	38		

*Final
March 30/95*

Collective Agreement

BY AND BETWEEN

LABRADOR AIRWAYS LIMITED

AND

INTERNATIONAL ASSOCIATION of

MACHINISTS AND AEROSPACE WORKERS

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

January 1, 1994 to December 31, 1996

MAY 24 1995
MAY

02790(04)

INDEX

Preamble	3
Recognition	3
Reservations of Management	4
Union Security	4
Hours of Work	5
Overtime	6
Out of Base Assignments	8
Statutory Holidays	10
Compassionate Leave and Leave of Absence	11
Sick Leave	11
Employee Rights, Letter, Discipline	13
seniority	13
Job Vacancy Bulletins	17
General	17
Safety	20
Adjustments of Grievances	20
Classifications and Rates of Pay	22
Shifts, Shift Premiums and Allowances	25
Duration of Agreement	25
Letter of Agreement No. 1 (Arbitrators)	27
Letter of Agreement No. 2 (Trust Fund)	28
Letter of Agreement No. 3 (Northern Allowance)	29

ARTICLE 1. PREAMBLE

- 1.01 This Agreement is made and entered into this **22nd** day of February, **1995** by and between Labrador Airways Limited, hereinafter referred to as "The Company" and 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 its 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 **4th, 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 **unforseen** nonrecurring operational emergencies where bargaining unit personal are not readily available and 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 of bargaining unit members.

ARTICLE 3. RESERVATION OF MANAGEMENT

3.01 Subject to the provisions of the 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.

ARTICLE 4. UNION SECURITY

4.01 All employees of the Company covered by this Agreement, whether permanent, temporary or casual, with be required to **authorize** the deduction of Union Dues - or their equivalent - from their regular wages as a condition of employment in accordance with precedent established by the Rand Formula.

It will be the company's responsibility to inform employees of this condition upon hiring and the **authorization** to deduct Union Dues will be completed prior to the employee commencing actual duties. In any event, Union Dues shall be deducted from the employee's first 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** Lodge **927** within ten **(10)** days of the completion of the pay-roll period from which the deduction was made, accompanied by a list of employees on whose behalf the deduction was made.

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 employees status with the Company within the terms of this Agreement.
- 4.05 One employee **elected** by the Union to represent it at any Convention, Conference or School shall be granted necessary leave of absence without pay, provide the company receives two weeks notice of the required leave.
- 4.06 Employees on **authorized** leave of absence to accomplish Union Business of any nature, shall be continued on basic pay by the Company 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 of 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.

ARTICLE 5. HOURS OF WORK

- 5.01 The standard working week for the employees covered under this agreement with the exception of Flight Watch will be one of forty **(40)** hours service over five **(5)** consecutive days of eight **(8)** hours each. While the standard working week for Flight Watch employees will be **36** hours per week over a 5 day period.
- 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 employees shift will **start with the** commencement of his assigned shift and continue for **24** hours.
- 5.04 Meal periods will be adjusted to occur approximately midway in an employees regular shift.
- 5.05 Employees will be entitled to two ten minute break periods during a shift, normally after two hours of work and after six hours or 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 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.
- 5.09 While it is understood that this Agreement commits Maintenance and Engineering employees to work **2080** hours - less vacation and statutory holiday time - at straight time rates, mutual agreement on rotation shifts may, at times, require as few as **2065** hours annually. Where such mutually determined shifts require less that the maximum of **2080** hours per year, employees will nevertheless, be paid as though they were working the maximum hours.

ARTICLE 6. OVERTIME

6.01 Overtime at the rate of time and one-half (1 1/2) the employees'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 Article 6.02 applies only to employees at Goose Bay and hired prior to January 1, 1994.

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) hours pay** at the applicable overtime rate.
- 6.04 Employees working overtime after completion of their regular shift and 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 (Unassigned)
- 6.06 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**.
- 6.07 Employees working overtime will be guaranteed a minimum of eight **(8)** hours rest before reporting for their regular shifts, without loss of pay.

ARTICLE 7. OUT OF BASE ASSIGNMENTS

7.01 Employees away from Home Base will be entitled to the following meal allowances with receipts:

\$ 7.00	Breakfast	(07:00 - 08:30)
10.00	Lunch	(12:00 - 13:30)
12.00	Dinner	(17:00 - 18:30)

7.02 Travel time will be paid for up to a maximum of eight **(8)** hours at straight time rates during any twenty-four hours 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.

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. For vacation purposed a working day is defined as (8) hours.

Vacation Schedule

Service	Vacation Entitlement	Appropriate Percentage
(a) Less than 1 year of service by April 30th	.84 days per month or major portion hereof	4%
(b) 1 year of service by April 30th	10 working days	4%
(c) 5 years of service by April 30th	15 working days	6%
(d) 13 years of service by April 30th	20 working days	8%

8.02 Employees who have been laid-off for periods of less than twenty (20) consecutive working days during the year, will not have their vacation time or pay reduced.

8.03 Where a Statutory Holiday fall during an employees vacation, he will be granted the additional day with pay.

8.04 Employees who have been absent from work due to illness or compensable accident for periods of sixty (60) consecutive working days or less, will not have their vacation time or pay reduced.

8.05 Employees absent from work for reasons covered by 8.02 and 8.04 above will have their vacation pay calculated on the amount they would have earned in straight time earnings, had they not been absent. Periods of absence in excess of those outlined above will be deducted pro-rata from the employee's time and pay entitlement.

8.06 Not later than March 1st in each year, the Company will post a Vacation Roster for each employment group 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 employees in each employment group must have made their selection. Where an employee fails to indicate his choice during that period, he may be required to take his vacation at the discretion of the Company.

- 8.07 Employees will be entitled to draw vacation pay before proceeding on vacation.
- 8.08 ~~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.
- 8.09 Employees who are laid off will have the option of drawing or not drawing their vacation pay earned to date.
- 8.10 Employees governed by parts (a) and (b) of the Vacation Schedule set out in 8.01 above, may elect to split their vacation into two periods while employees governed by parts (c) and (d) may elect to split their vacations into three periods. The method of selection for the first period will be in accordance with 8.06 and the selection of a second period will be determined likewise after all employees in the employment group concerned have indicated their first period. The selection of a third period will be determined in a like seniority manner after all employees in the employment group have indicated their **full** entitlement of second period, as the case may be.
- 8.11 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.
- 8.12 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.

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	November 11th
July first	Christmas Day
Civic Day	Boxing Day

Provided the employee worked on his regular working day immediately preceding the Holiday and on his regular working day immediately following the Holiday 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 may elect to add the day to his Annual Vacation entitlement or elect to be an additional eight (8) hours straight time pay for the day, provided that he advises the Company of his option choice within seven (7) calendar days following the Holiday.

9.04 Where an employee works a scheduled shift on a Statutory Holiday, he may elect to add the day to his 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 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 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, common law spouse, child, parent, sister, brother, or grand-parent and include the parents and grand-parents of the employee's spouse if the reside with the employee. .

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 but shall not accrue Vacation 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 sic leave for a minimum of ninety-six **(96)** hours per year, for a maximum of One Hundred five **(105)** working days.

11.02 (Unassigned)

11.03 (Unassigned)

11.04 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 hours of having returned to work, he will be paid.

- 11.05 Probationary employees will not be entitled to any Sick Leave benefits except that when they become permanent employees, they will be credited with one days Sick Leave Credit for each month of service as a Probationary employee.
- 11.06 Employees absent from work due to an Industrial Accident and entitled to Worker's Compensation Benefits, will be entitled to receive from the Company an amount equal to the difference between **WCB** Benefits and their current regular daily rate for a period equal to their accrued Sick Leave days.
- 11.07 It is agreed that employees will pay one hundred (**100%**) percent of the premium for the Long Term Disability portion of the Group Insurance Plan and will pay such additional amount as up to **50%** of the total monthly premiums required to maintain the plan. During periods of absence due to accident, illness or Worker's Compensation related accident, the Company will pay one hundred (**100%**) percent of the Group Insurance Plan premium at such times as the total benefits being received by the employee are less than his current salary.
- 11.08 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.
- 11.09 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.
- 11.10 (unassigned)

ARTICLE 12. EMPLOYEE RIGHTS, LETTERS, DISCIPLINE

12.1 (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 Four) 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 not 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 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 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 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

13.03
(cor'd)

(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 five 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
Aircraft Mechanic
Avionics Technician
Junior Aircraft Mechanic
Groomer
Utilitymen

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

Ground Equipment Mechanic
Junior Ground Equipment Mechanic
Ramp Attendant

(c) Operations which will include the following Classifications:

Flight Watch

(d) **customer** Service which will include the Classifications:

Reservation Agents
Freight Agents
Traffic Agents

(e) Stores which will include the Classifications:

Stores Clerk

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 with 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 accrue 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 weeks notice.
- 13.09 Employees in Training Groups will be credited with six months Classification Seniority when promoted to a Trade Classification.
- 13.10 In the event that 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 older employee will appear first on the Seniority List.
- 13.11 It is understood that reductions in force will be accomplished by laying off the junior employee in Classification Seniority and that employees will retain their respective seniority rights and the right to be recalled for a period of eighteen **(18)** months. The Company agrees to recall 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 seven (7) days of being notified and must return to work with a further (7) days or their names will be stricken from the Seniority List and their connections with 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 months service - One Day
 - (b) One months service but less than sixty working days - One Week
 - (c) Sixty working **days service** but less than three years - Two Weeks
 - (d) Three years **of** service - One week for each year of service or greater portion thereof
- 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 laid-off, 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 vacancy. Copies of Job Vacancy Bulletins will be forwarded to the Union 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. When 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 based where employees covered by this Agreement are stationed, where notices concerning Union affairs may be posted.
- 15.02 Employees who serve a 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 provide free upon return of 'unserviceable garments.

15.03
Cont'd

(b) Rainwear One set provided free upon return of unserviceable garment

(c) Parkas One (1) standard parka per year towards which the Company will contribute Fifty percent (50%) of the total cost, or the employee has the option to purchase a Rolute Parka at Fifty percent (50%) of the cost once every 3 years. Parkas will be provided on or before October 1 of each year.

(d) Uniforms **The Company** will pay Fifty (50%) percent 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.

(e) The Company will provide to each employee in Goose Bay, a pair of winter safety boots (**CSA Approved**) at Fifty percent (50%) of the cost on or before October 1 of each year.

(f) The Company will provide to each employee, a pair of summer safety boots (**CSA Approved**) at fifty percent (50%) of the cost on or before May 1 of each year.

The Company requires all items of standard dress referred to in (a), (b), (c), (e) and (f) 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 \$15.00 dollars from any bi-weekly pay unless the employee **authorizes** a greater amount.

15.04 The Company and the Union will mutually agree on the quality and style of standard dress items.

15.05 (unassigned)

15.06 a) The Company will be responsible for weekly laundry of all clothing referred to in Article 15.03a. All employees will be required to turn in dirty laundry at the end of each week with the clothing to be returned to the employees with the following week.
b) The Company agrees to pay up to \$50.00 a year to the Customer Service Agents, with receipts, for dry-cleaning of uniforms as outlined in article 15.03 d).

15.07 Employees will be paid every second Thursday 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 Goose Bay and item 15.08 a) for Stephenville Maintenance Bases.

(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** and stove.

(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.

15.09 The Company will pay employees who work at the airstrip in St. Anthony a **travel allowance of Five Dollars (\$5.00) per day** to a maximum of Twenty-five dollars (**\$25.00**) per week, if the employee uses **his/her** own transportation.

15.10 (Unassigned)

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 Ticket Agents will receive a Fifty cent (**\$0.50**) 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.

15.13 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.

ARTICLE 16. SAFETY

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

* 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 the 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 Maintenance Manager who will, within twenty-four **(24)** hours (save Saturday, Sunday and Statutory Holidays), give his decision thereof.
- 17.03 Where the decision of the Maintenance Manager is unsatisfactory to the employee concerned or to the Union, or failing a decision being received from the Maintenance Manager 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 Vice President of Maintenance 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 Vice President of Maintenance 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 vice President of Maintenance 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 **.01.03** 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 day or such other time as the Parties may agree, the next person named will be selected and so on.

17.07
Cont'd

(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 previous case.

(b) While the List of Arbitrators Will be comprised of those persons agreed upon during collective bargaining, either Party may proposed 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)** calender 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 the suspension or dismissal of **an employee**, the Arbitrator, where he finds such suspension or dismissal was improper, may modify the penalty.

ARTICLE 18. CLASSIFICATIONS AND RATES OF PAY

18.01(a) The Company agrees to pay hourly rates of pay and premiums in accordance with the following schedule for all employees hired at Goose Bay base prior to **January 1, 1994**. All other employees will be covered under 18.01(b):

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>		
	Jan 1, 1994	Jan 1, 1995	Jan 1, 1996
Aircraft Maintenance Engineer			
1st Year	\$15.45	\$15.45	\$15.45
2nd Year	16.39	16.39	13.39
3rd Year	17.67	18.02	18.38
Aircraft Mechanic			
1st Year	\$13.16	\$13.16	\$13.16
2nd Year	13.72	13.72	13.72
3rd Year	14.32	14.61	14.90
Avionics Technician			
1st Year	\$13.16	13.16	13.16
2nd Year	13.72	13.72	13.72
3rd Year	14.32	14.66	14.90
Junior aircraft Mechanic			
1st 6 mos	\$ 9.40	\$ 9.40	\$ 9.40
2nd 6 mos	9.95	9.95	9.95
3rd 6 mos	10.50	10.50	10.50
4th 6 mos	11.03	11.03	11.03
5th 6 mos	11.61	11.61	11.61
6th 6 mos	12.09	12.33	12.58
Ground Equipment Mechanic			
1st Year	\$13.16	\$13.16	\$13.16
2nd Year	13.72	13.72	13.72
3rd Year	14.32	14.61	14.90
Flight Watch			
1st 6 mos	\$ 8.55	\$ 8.55	\$ 8.55
2nd 6 mos	9.24	9.24	9.24
1 to 2 Years	10.38	10.38	10.38
2 to 3 Years	10.94	10.94	10.94
after 3 Years	11.63	11.86	12.09
Traffic/Reservation Agent			
1st 6 mos	\$ 8.55	\$ 8.55	\$ 8.55
2nd 6 mos	9.24	9.24	9.24
1 to 2 Years	10.38	10.38	10.38
2 to 3 Years	10.94	10.94	10.94
after 3 Years	11.63	11.86	12.09

Freight Agent			
1st to 6 mos	\$ 7.89	\$ 7.89	\$ 7.89
2nd 6 mos	8.38	8.38	8.38
to 2 Years	9.24	9.24	9.24
2 to 3 Years	10.26	10.26	10.26
after 3 Years	10.95	11.17	11.39
Ramp Attendant			
1st Year	\$ 9.24	\$ 9.24	\$ 9.24
2nd Year	10.26	10.26	10.26
3rd Year	10.94	11.16	11.38
Utility Man and Groomers			
1st Year	\$ 8.95	\$ 8.95	\$ 8.95
2nd Year	9.41	9.41	9.41
3rd Year	9.83	10.03	10.23
Stores			
1st Year	\$ 6.75	\$ 6.75	\$ 6.75
2nd Year	7.00	7.00	7.00
3rd Year	8.00	8.16	8.32
4th Year	9.24	9.24	9.24

ARTICLE 18. CLASSIFICATIONS AND RATES OF PAY

18.01 (b) The Company agrees to pay hourly rates of pay and premiums in accordance with the following schedule for employees not included in 18.01(a).

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>		
	Jan 1, 1994	Jan 1, 1995	Jan 1, 1996
Aircraft Maintenance Engineer			
1st Year	\$13.25	\$13.25	\$13.25
2nd Year	13.50	13.50	13.50
3rd Year	14.00	14.28	14.57
4th Year	15.45	15.45	15.45
Aircraft Mechanic			
1st Year	\$10.25	\$10.25	\$10.25
2nd Year	10.50	10.50	10.50
3rd Year	11.00	11.22	11.44
4th Year	13.16	13.16	13.16
Avionics Technician			
1st Year	\$10.25	10.25	10.25
2nd Year	10.50	10.50	10.50
3rd Year	11.00	11.22	11.44
4th Year	13.16	13.16	13.16
Junior Aircraft Mechanic			
1st 6 mos	\$ 7.50	7.50	7.50
2nd 6 mos	7.75	7.75	7.75
3rd 6 mos	8.00	8.00	8.00
4th 6 mos	8.25	8.42	8.59
5th 6 mos	9.40	9.40	9.40
6th 6 mos	9.95	9.95	9.95
Ground Equipment Mechanic			
1st Year	\$10.25	\$10.25	\$10.25
2nd Year	10.50	10.50	10.50
3rd Year	11.00	11.22	11.44
4th Year	13.16	13.16	13.16
Flight Watch			
1st Year	\$ 7.50	7.50	7.50
2nd Year	7.75	7.75	7.75
3rd Year	8.00	8.16	8.32
4th Year	8.55	8.55	8.55
5th Year	9.24	9.24	9.24

	1994	1995	1996
Traffic/Reservation Agent			
1st Year	\$ 7.00	7.00	7.00
2nd Year	7.50	7.50	7.50
3rd Year	8.00	8.16	8.32
4th Year	8.55	8.55	8.55
5th Year	9.24	9.24	9.24
Freight Agent			
1st Year	7.00	7.00	7.00
2nd Year	7.50	7.50	7.50
3rd Year	8.00	8.16	8.32
4th Year	8.38	8.38	8.38
5th Year	9.24	9.24	9.24
Ramp Attendant			
1st Year	\$ 6.75	\$ 6.75	\$ 6.75
2nd Year	7.00	7.00	7.00
3rd Year	8.00	8.16	8.32
4th Year	9.24	9.24	9.24
Utility Man and Groomers			
1st Year	\$ 6.25	\$ 6.25	\$ 6.25
2nd Year	6.50	6.50	6.50
3rd Year	7.00	7.14	7.28
4th Year	8.95	8.95	8.95
Stores			
1st Year	\$ 6.75	\$ 6.75	\$ 6.75
2nd Year	7.00	7.00	7.00
3rd Year	8.00	8.16	8.32
4th Year	9.24	9.24	9.24

- 18.01 (c) It is agreed that if employees are required to relocate by the Company, he/she will not take a reduction in pay, however will be red-circled until rates of pay at his/her new location exceeds his/her current rate of pay. However, if an employee voluntarily takes a transfer to a base outside of Goose Bay he/she will receive the rates of pay at that base.
- 18.01 (d) For employees currently based in Goose Bay whose current hourly pay exceeds those agreed, there will be no reduction in pay during the duration of this contract.
- 18.02 Progression through steps in each Classification will be automatic upon completion of the necessary service.
- 18.03 Classification Seniority will apply to an employees length of Company Service in the Classification without regard to rating in the Classification.

Avionics Technician (3rd Year): An Avionics Technician (3rd Year) is an employee who has completed one year as an Avionics Technician (2nd Year) or who has equivalent industry experience.

Advancement through the steps in various Classifications will be automatic upon completion of the necessary service or upon the employee establishing proof of the necessary industry experience.

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 (1st Year)** 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 recognised 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 years of courses and practical experience or such longer period as **M.O.T.** regulations 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 hours 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 .45 an hour will be paid to all employees working between the hours of 4:00pm and 8:00am, but such premium will not be added/to the hourly rate for the purpose of computing overtime.

(1) That part of this article referring to premiums paid "Crew Chiefs" shall be amended to reflect that employees assigned to act as "Crew Chief" or "Lead Hand" will be paid hourly premiums above their rate as follows:

Crew Chief Fifty-five (\$0.55) per hour premium.

Lead hand Forty-five cents (\$0.45) per hour premium.

18.04

Employees who obtain an **AME** licence will not automatically be paid at 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 or future **AME's** to be in excess of its requirements, the Company has the right during the duration of this agreement to open discussion regarding the status of the required numbers of **AME's**.

18.05

Where new Classifications are to be created which logically fall within the scope of the bargaining unit, or where Classifications shown in Article Thirteen (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.

18.06

Unassigned.

18.07

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**".

Aircraft Mechanic (1st Year): An Aircraft Mechanic (1st Year) is an employee with three years of experience in aircraft maintenance and repair with the Company or equivalent experience in the industry.

Aircraft Mechanic (2nd Year): An Aircraft Mechanic (2nd Year) is an employee who has completed one year of service with the Company as an Aircraft Mechanic (1st Year) or who has equivalent industry experience.

Aircraft Mechanic (3rd Year): An Aircraft Mechanic (3rd Year) is an employee who has completed one year as an Aircraft Mechanic (2nd Year) or who has equivalent industry experience.

Avionics Technician (1st Year): An Avionics Technician (1st Year) is an employee who has three years experience in aircraft avionics maintenance and repair or related fields with the Company or equivalent industry experience.

Avionics Technician (2nd Year): An Avionics Technician (2nd Year) is an employee who has completed one year as an Avionics Technician (1st Year) or who has equivalent industry experience.

ARTICLE 20. DURATION OF AGREEMENT



20.01 This Agreement shall come into full force and effect as of the 1st day of January, 1994 and shall remain in effect until midnight on the 31st day of December, 1996 ~~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 thirty (30) days prior to its expiration date in any year. In the event notice is given, the Agreement will continue in effect while negotiations are being carried on for the conclusion of a new agreement.

20.02 Signed this _____ day of _____, 19 ____

LABRADOR AIRWAYS LIMITED

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

LETTER OF AGREEMENT #1

This letter Agreement constitutes "the list" referred to in Article 17.07 and is entered into for the purpose of identifying those persons who 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.

	OFFICE	HOME
Ian Bruce	Classic Dept. Memorial University St. John's 737-8113	26 Johnson Cres. St, John's 722-6645
John Scott	??	??
Christine Fagan	Chalker Green & Rowe Royal Trust Bldg. St. John's 722-8735	
James Oakley	Halley Roberts Barry One Church Hill St. John's 726-6124	8 Princess Am St. St. John's 753-6037

Signed for the Parties hereto this _____ day of _____,
19 ____.

FOR THE COMPANY

FOR UNION

LETTER OF AGREEMENT #2

The Company shall pay on January 1st of 1995 and January 1st of 1996, into an agreed RRSP the amount as outlined provided the employee matches the applicable contribution. It is also agreed that the Northern Allowance may be used as part of the employees contribution.

2 years service	\$ 250.
3 years service	375.
5 years service	500.
10 years service	1,000.

First payment to be seven (7) days after ratification.

For the **Company**

For the Union

LETTER OF AGREEMENT #3

NORTHERN ALLOWANCE

With effect from and including the month of April, 1996, the Company agrees to provide Northern Allowance to those employees domiciled at Company Bases in Labrador of ten (\$10.00) dollars a month, subject to the following conditions:

1. Such Allowance will not be considered part of the employees regular wages for purposes of computing overtime or other hourly based benefits.

2. Such Allowance will be paid to employees who have received wages from the Company for a major portion of the month or who are drawing sick leave, Weekly Indemnity or Workers Compensation benefits.

3. Such Allowance will be payable on the last pay day of each calendar month and will be designated on pay stubs and T-4 Slips as a Northern Living Allowance.

Signed for the Parties hereto this _____ day of _____, 19 ____.

FOR THE COMPANY

FOR THE UNION

