

COLLECTIVE AGREEMENT

BETWEEN



***Bearskin
Airlines***

BEARSKIN LAKE AIR SERVICE LTD.

AND

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS
LOCAL 2413**

AGREEMENT NO. 5

MAINTENANCE

September 01, 2006 - August 31, 2010



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() **PREAMBLE**
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() This Agreement is made and entered into as of
() the 1st day of September, 2006 by and between
() Bearskin Lake Air Service Ltd., hereinafter referred to
() as the "Company", and the International Association
() of Machinists and Aerospace Workers, hereinafter
() referred to as the "Association", representing certain
() employees, as hereinafter defined, employed in the
() service of the Company.

() In making this Agreement, the parties hereto recognize
() that compliance with the terms of the Agreement and
() development of a spirit of co-operation are essential
() for mutual benefit and public service.
()

() **ARTICLE 1 - PURPOSE OF AGREEMENT**
()

() 1.01 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, the maintenance of
() a high degree of quality of maintenance and
() engineering work. It is recognized by this
() Agreement to be the duty of the Company, the
() Association and the employees to cooperate
() fully both individually and collectively, for the
() advancement of this purpose.
()

() 1.02 The Company and the Association agree that
()

there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Association, or because of his activity or lack of activity in the Association.

1.03 It is understood that wherever in this Agreement employees are referred to in the male gender, it shall be recognized as referring to both male and female employees.

1.04 Employment Equity

The Company and the Association recognize the need to conform to the Federal Government's Employment Equity Program. The Parties recognize the need to achieve equality in employment opportunities in the workplace. When real or artificial barriers to the advancement of employment equity meeting will be convened to provide the Association with an opportunity to present its view concerning:

(a) the elimination of any practices or conditions imposed through the Collective Agreement respecting employment equity; and

(b) any assistance the Association could

has also been contracted out in the past. The parties agree that nothing in this Agreement restricts the continuation of this past practice.

2.04 The Association acknowledges that it is the exclusive function of the Company:

(a) to maintain order, discipline and efficiency, and

(b) to hire, retire, classify, direct, transfer, promote, demote, layoff or dismiss employees, provided that an employee who has completed the probationary period and who has not been dealt with concerning these matters for reasonable cause, may submit 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 locations of plants, the kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the schedules or production, and the extension, limitation, curtailment, or cessation of operations and to study and introduce new or improved methods, processes, materials and facilities, and

3.04 In case of a consolidation or merger affecting the rights of employees covered by this Agreement, the provisions of the Canada Labour Code Part I will apply.

3.05 During the life of this Agreement the Company shall not cause or engage in any lockout nor shall the Association call or authorize a strike or stoppage of work or slow-down, either complete or partial, until all the procedures provided for in this Agreement and in the Canada Labour Code for the adjustment and settlement of disputes or for the avoidance of interruption of work shall have been exhausted,

ARTICLE 4 - ASSOCIATION MEMBERSHIP AND DEDUCTION OF DUES

4.01 The Company agrees that all employees covered by this Agreement shall have their initiation and monthly dues deducted from their wages as a condition of employment. The dues collectible under the constitution and by-laws of the Association, shall be deducted semi-monthly from the wages due each employee. The Company agrees to remit monthly to the Association, the dues deductions and a list of such deductions on or before the fourteenth day of each month, following the month in which they were deducted.

- ()
- ()
- () 4.02 The Company shall deduct from each pay period, from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equivalent to 1/24th the annual Association dues, subject to the conditions and exceptions set forth hereunder.
- ()
- ()
- () 4.03 Membership in the Association shall be available to any employee eligible under the Constitution of the Association on payment of the initiation or reinstatement fee uniformly required of all other applicants by the Association's Local Lodge. Membership shall not be denied for reason of sex, race, national origin, colour or religion.
- ()
- ()
- () 4.04 New employees shall become members of the Association upon completion of the probationary period and shall maintain membership as a continuing condition of employment.
- ()
- ()
- ()
- () 4.05 Deductions shall commence on the first (1st) pay period after date of employment in a position covered by this Agreement.
- ()
- ()
- () 4.06 If the wages of an employee payable on the payroll of any pay period are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the

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

4.07 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company and pension deductions shall be made from wages prior to the deduction of dues.

4.08 In the event of any action at law against the parties hereto, resulting from any deduction or deductions from payrolls made or to be made by the Company, pursuant to this Article, all parties shall cooperate fully in the defence of such action. The Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 5 - DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings, unless otherwise specified.

5.01 **“Company”** - Bearskin Lake Air Service Ltd.

- ()
- ()
- () 5.02 **“Association”** - International Association of Machinists and Aerospace Workers, as represented by Local Lodge 2413.
- ()
- () 5.03 **“Agreement”** - The Collective Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters or written amendments signed by authorized Company and Association Officers.
- ()
- () 5.04 **“Employee”** - means persons who are employed by Bearskin Lake Air Service Ltd. and who are represented by the International Association of Machinists and Aerospace Workers.
- ()
- () 5.05 **“Probationary Employee”** - An employee who has not completed a minimum of six (6) calendar months worked with the Company.
- ()
- () 5.06 **“Month”** a calendar month.
- ()
- () 5.07 **“Base”**- This term shall mean a geographical location where the Company regularly operates a scheduled maintenance facility.
- ()
- () 5.08 **“Call-out”**- Meansemployeescalled out to work on a specific job assignment after leaving the premises of the Company following completion of a scheduled shift or on a scheduled day of rest.

- 5.09 **“Vacancy”**- Means a position determined by the Company to be vacant and filled at the Company’s discretion.
- 5.10 **“Crew Chief”** - Assigns, directs and instructs employees in the duties and work requirements of the classifications of employees covered by the Agreement. Performs the work of his classification and is responsible to management to carry out all duties as assigned.
- 5.11 **“Temporary Position”** - Shall be as historically used by the Company and shall not be operated in such a way as to undermine the bargaining unit.
- 5.12 **“Temporary Employee”** - An employee who fills a temporary position.
- 5.13 **“A C A “** - Means an Engineer who have aircraft certification authority.
- 5.14 **“Lead Hand”** – Assigns, direct and instructs employees in the duties and work assignments of the classifications of employees in the Shops - Sheet Metal, Component, Engine Shop.
- 5.15 **“Technician”** - Are employees who performs work on Aircraft Maintenance Components (Bench Work Only unless the components

- ()
()
7.02 When the Local Association Representative ()
makes a request to attend to matters relating ()
to this Agreement or to other Association ()
business, Association Representatives shall ()
be granted time off without pay subject to ()
the Company's operational requirements ()
and shall be granted space available ()
transportation on Company flights in ()
accordance with Company policy for that ()
purpose. ()
()
7.03 The Association shall name a Shop Committee ()
of not more than three (3) members who ()
shall be employees of the Company covered ()
by this Agreement. ()
()
7.04 The Shop Committee and representatives ()
of the Company may meet as required ()
upon request by either party on mutually ()
agreeable dates. The party requesting ()
the meeting shall do so in writing with an ()
agenda of the items to be discussed. Only ()
Shop Committee members, a Business ()
Representative or International Officer of the ()
Association shall be present at the meeting. ()
If the Business Representative is requested ()
to attend by the Company or the Chief ()
Steward, the Company will provide a space ()
available pass over its routes. ()
()
7.05 When the Company makes the request to ()
attend to matters relating to this Agreement ()
or when Shop Stewards are required to ()
()
()

grievance is defined as any difference between the Company and the Association and/or those parties on whose behalf this Agreement was entered into, concerning the interpretation, application, administration, or alleged violation of the Agreement.

8.02 If an employee feels he has suffered a grievance, he shall report the grievance in the manner provided herein. Pending possible settlement, the employee shall meanwhile perform the duties assigned by the Company if the Company so requests, otherwise, the Company may suspend the employee pending investigation.

8.03 (a) The Company will notify the Shop Steward and the individual(s) involved in the occurrence as soon as possible after the investigation is completed if disciplinary action is contemplated.

(b) Prior to disciplinary or discharge action, the Company agrees to meet with the employee to discuss the matter. Any employee involved in any discussion with Management in which discipline may result, shall have the right to have a Shop Steward or designate present. Failure of a Shop Steward or designate to be present will not void the discipline and will not be the subject of a grievance. However, an employee who feels he has

been unjustly disciplined or discharged may file a grievance at Step 2.

(c) Where disciplinary or discharge action is considered necessary, such action will take place within ten (10) calendar days following the meeting the Company and the employee as per 8:03 (b) above.

8.04 Grievances of a policy nature may be initiated by the Association or the Company at Step Two.

8.05 Step One:

An employee who has a complaint shall first bring the issue verbally to the attention of the Maintenance Manager either alone or with his Shop Steward if he so desires. Such complaint must be presented within five (5) calendar days of the occurrence or when the grievor should have reasonably become aware of the occurrence. The Maintenance Manager shall meet with the Shop Stewart at his base within five (5) calendar days to discuss the grievance and shall render his decision in writing within seven (7) calendar days thereafter.

Step Two:

Should the employee not receive a satisfactory answer from the Maintenance Manager, he shall submit his grievance in writing within five (5) calendar days to the

Director of Operations or his designate. Such grievance must be signed by the employee and shall list:

1. the nature of the grievance;
2. the provisions of the Collective Agreement alleged to have been violated;
3. the remedy requested.

The Director of Operations or his designate shall meet with the Shop Steward within five (5) calendar days to discuss the grievance and shall render his decision in writing within ten (10) calendar days thereafter.

8.06 Written caution or reprimand notices shall be given to employees whenever, in the Company's opinion, a breach of discipline has occurred. A copy of such notice will be provided to the Shop Steward.

8.07 When the Company suspends for a specified period of time, or dismisses or demotes an employee for cause, the Company shall give the employee notice in writing as to the reasons for his suspension, demotion or dismissal. A copy of such notice will be provided to the Shop Steward.

8.08 Written caution or reprimand notices placed in an employee's personal file will be removed two (2) years following the date of issuance of the most recent caution or reprimand notice.

8.09 The time limits outlined in this Article may be extended by mutual agreement between the Company and the Association.

ARTICLE 9 - ARBITRATION

9.01 Either party may, within twenty (20) calendar days following conclusion of Step Two of the Grievance Procedure, refer the grievance to Arbitration and shall notify, in writing, the other party of its intention to arbitrate. If written notice of intent to arbitrate is not forwarded within the twenty (20) calendar day period, the grievance is deemed to have been settled at the conclusion of Step Two of the Grievance Procedure. Such written notice shall contain the notifying parties' suggested arbitrators.

The Arbitrator shall be selected and the proceedings carried on in the following manner:

(a) Selection of the Arbitrator:

(i) The party initiating arbitration proceedings shall notify the other party of its suggested appointee to act as Arbitrator within fifteen (15) calendar days following the above notification. The recipient of such notification shall respond in writing within ten (10) calendar days.

(ii) In the event of a disagreement to the suggested appointee, the parties shall make an earnest effort to agree upon an acceptable Arbitrator. Failing such agreement within ten (10) calendar days, the parties shall then request the Minister of Labour to appoint an Arbitrator.

(b) Arbitration Proceedings:

(i) The Arbitrator shall not have the power to alter, amend, substitute or give any decision inconsistent with the provisions of this Collective Agreement.

(ii) The Arbitrator shall have jurisdiction in determining whether the grievance presents an arbitrable issue.

(iii) In cases where the Company has disciplined or discharged an employee, the Arbitrator may uphold the Company's final decision, fully exonerate and order reinstatement of the employee with pay for all time lost, or render such other decision as he considers just and equitable.

(iv) The decision of the Arbitrator shall be final and binding upon all parties and persons bound hereunder.

(c) Arbitration Expenses:

- (i) Each party shall pay its own costs, fees and expenses of witnesses called by it, and of its representatives.
- (ii) The fees and expenses of the arbitrator shall be shared equally between the parties.

NOTE: All time limits specified in this Article may be extended by mutual agreement, in writing, with copies to both parties.

ARTICLE 10 - SENIORITY

10.01 Upon successful completion of the probationary period an employee shall be credited with seniority as provided herein. Seniority is the length of continuous service in the employ of the Company, while employed in the bargaining unit.

Subject to the provisions of this Agreement each employee shall have:

- (a) Company Service that will accrue and date from the most recent date of hire in the service of the Company.
- (b) Basic Classification Seniority which will accrue and date from the most recent date the employee commenced work

in a specific classification and seniority unit covered by this Agreement, except as provided herein. The classifications are those listed in Appendix "A" herein.

(c) The seniority units are:

1. Thunder Bay
2. Sioux Lookout
3. Future Bases as defined herein.

10.02 (a) New employees hired by the Company will be required to service a probationary period of six (6) calendar months from the first day of work, including training. In the event that a probationary employee is absent from work for any reason excluding regularly scheduled days off, for more than seven (7) calendar days during the six (6) month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.

(b) The Company has the right to discharge probationary employees during their probationary period that are found to be unsuitable for continued employment. Grievances may be presented in connection with the discharge or layoff of probationary employees but not be arbitrable.

- 1. the employee voluntarily leaves the employ of the Company,
 - 2. the employee is discharged and the discharge is not reversed through the grievance procedure.
 - 3. the employee has been laid off and not been recalled to work for the lesser of:
 - (a) (i) a period equal to his seniority
 - (ii) a maximum of one (1) year in the case of seniority of less than ten (10) years or
 - (b) a maximum period of two (2) years in the case of seniority of ten (10) years or more.
 - 4. the employee is retired,
 - 5. after lay-off, the employee fails to notify the Company in writing of his intention to return to work within seven (7) calendar days after notice by registered mail has been sent by the Company.
 - 6. fails to return to work and following the conclusion of an approved leave of absence pursuant to Article 12.04 (a) herein.
- 10.05 Each employee who is laid off will keep the

ARTICLE 11 - LAY-OFF AND RE-CALL

- 11.01 Lay-off and recall shall be accomplished by occupational classification according to seniority as defined in Article 10.01 in the affected classification at the seniority unit provided that the employee(s) who is retained or recalled can perform the available work without training.
- 11.02 Notice of lay-off will be in accordance with the provisions of the Canada Labour Code. The Company will meet with the Shop Committee prior to any lay-off, and the Shop Committee shall be notified of the number of employees in each occupational classification to be laid off. A copy of any notice of lay-off to an employee will be provided to the Shop Committee as soon as reasonably possible thereafter. No employee will be laid off without at least seven (7) calendar days' notice prior to.
- 11.03 Classification seniority will accrue during the period of lay-off as set out in Article 10.04(3).
- 11.04 The Chief Steward will be retained in the employ of the Company in his respective occupational classification during his respective term of office, notwithstanding his position in the seniority list. However, if work is no longer available in his respective

occupational classification, he will be permitted to transfer or displace into another occupational classification provided he is qualified to perform the duties and willing to accept the appropriate rate for such classification.

11.05 When mutually agreed to by both parties, a seniority employee on lay-off may be recalled on a part-time basis for specific periods of not less than four (4) hours and not over five (5) working days and released at the completion of the work for which he was recalled without reinstating lay-off procedures and provisions as outlined in this Article. Refusal to accept part-time recall shall not constitute a breach of contract or invalidate his right to recall to his occupational classification.

11.06 In the event of a difference of opinion on the administration of Article 11, the Shop Committee may request a meeting with the Company to discuss same.

11.07 When the Company recalls an employee even for a specific period of not less than four (4) hours, the Shop Committee shall be supplied with a copy of the Recall Letter as soon as possible thereafter.

11.08 The Company has the right to lay-off employees to the extent it determines necessary. In the event of a lay-off the following procedure will be followed:

- (i) Subject to Article 10 and Article 11.01 above, the least senior employee in the affected occupational classification at the affected seniority unit shall be declared redundant in that job.
- (ii) Any such employee who has worked for the Company at their current seniority unit or another unit shall have the right to hold a position in a lower classification and shall be entitled to accumulate classification seniority therein. Any employee who has bumped down to a lower classification will be entitled to bring their classification seniority from the higher classification in order to be slotted for seniority and pay in the lower classification.
- (iii) If, as a result of exercising this right to resume employment in a previous classification covered by this Agreement in which he has previously worked for the Company, there is a surplus of staff in that classification; then the least senior employee in that classification shall be redundant. The process shall continue so long as there are redundant employees who have seniority in classifications within the seniority unit.
- (iv) Such employee(s) may also elect to be laid-off at his current seniority unit and

await recall.

- (v) In the event that an employee who is redundant in any classification has no previous seniority in any other classification, he shall be laid off with recall rights in accordance with this Agreement.

11.09 Medical Accommodation

- (1) Foremployeeswho are subject to medical accommodation, if the accommodated position ceases to exist as a result of a layoff or the employee cannot hold such position, the employee will then be furnished with his/her rights under the Collective Agreement.
- (2) If an Employee normally would have a position as a result of bumping in the case of a layoff, at that time, the Employee, the Employer and the Association will undertake a review to determine whether or not accommodations for such employee can be maintained to the point of undue hardship.
- (3) For the purpose of this process, medically accommodated Employees will provide to the Employer, on a yearly basis, a medical opinion pertaining to the circumstances of the Employee and

such opinion shall be considered by the Employer for the basis of the decision to accommodate. The Employee may also provide a more recent medical opinion and the Employer shall have the right to require the Employee to submit to a medical examination and opinion by a mutually agreed specialist (paid for by the Employer).

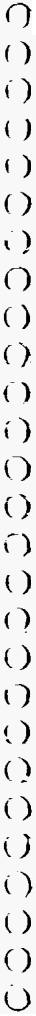
ARTICLE 12 - LEAVE OF ABSENCE

Preamble The Company, may or may not, at its discretion, grant leave of absence without pay to any employee requesting same.

12.01 Employees requesting leave of absence must do so in writing at least two (2) weeks prior to the commencement of such leave unless the situation is sufficiently emergent that such notice is impractical.

12.02 For leaves of absence without pay granted for a period not exceeding thirty (30) days there shall be no loss of seniority incurred. For leaves of absence in excess of thirty (30) days the employee concerned may not retain and accrue his seniority unless written approval of the Association is submitted along with the request for leave of absence.

12.03 On request from the Local Lodge the



Company may grant leave of absence without pay to officials of the Local Lodge or their delegates for the transactions of Association business and attending Trade Association conventions. Subject to service requirements the number of employees granted leave of absence, also the number of days granted, is to be mutually agreed upon.

- 12.04 (a) Any employee unable to work because of illness or injury on furnishing proof thereof, satisfactory to the Company, shall be granted sick leave without pay for a maximum of one (1) year without loss of seniority.
- (b) The Company will require evidence of the employee's fitness to resume his previous occupation.

ARTICLE 13 - POSTING NOTICES

13.01 The Association shall have the privilege of posting approved notices at specified places on the Company's premises. The Company shall be furnished copies of all such notices prior to their posting and shall require the Association to refrain from posting any notice that it considers being objectionable.

ARTICLE 14 -TRANSFERS

14.01 It is the desire of the Company to advance employees to more highly rated jobs when it is operationally practicable to do so. The Company will consider an employee's request to transfer from one occupational classification to another and/or one seniority unit to another, but the Company maintains the right to select and/or hire persons to fill labour vacancies as per Article 15.

14.02 The Company shall post a notice of labour vacancies for period of ten (10) calendar days at all seniority units. Interested employees must apply in writing stating their qualifications and experience to all vacancies they wish to be considered for. Failure to apply will indicate the employee(s) is/are not interested in posted vacancies.

ARTICLE 15 - PROMOTIONS

15.01 Without prejudice to the rights reserved under Article 2 of this Agreement, in the selection of employees for promotions the decision shall rest with the Company provided that in the case of employees with equal skill, ability, experience and qualifications to do the work required, the employee possessing the greater seniority shall be appointed to the position.

ARTICLE 16 - HOURS OF WORK

16.01 The normal work week will be one of forty (40) hours and the normal working day will be eight (8) consecutive hours, exclusive of meal periods, in a single twenty-four (24) hour period except where a modified work week has been or will be implemented in accordance with the Canada Labour Code.

16.02 The Company shall take reasonable steps to give the employees advance notice of any change or cancellation of regular working hours. Any employee not so notified who reports to work at his regular starting time and is not required to work on that shift, shall be paid for eight (8) hours, at his regular rate, unless any such change or cancellation of regular working hours, or lack of work, is due to circumstances beyond the control of the Company. By agreement of the Company the employee may be allowed to return home and receive no pay for the shift.

16.03 (a) Where practicable, meal periods will be granted between the fourth (4th) and fifth (5th) hour of the normal working day. The meal period shall be one half hour (1/2) hour unpaid.

At the Company's discretion, if an employee does not have his meal during the hours noted above, he will either

receive his meal at a later time or be let off early or be compensated for working the meal period.

(b) Two (2) fifteen (15) minute paid coffee breaks will normally be granted between the second (2nd) and third (3rd) hours of each half (1/2) of the employees shift except for situations where requirements of service otherwise dictate.

16.04 The Company and the Association acknowledge that there are aircraft situations that occur from time to time, which necessitate the Company assigning an employee to complete the work required away from home base; in these situations, the Company shall have the right to assign such employee(s) to perform such work, taking into account the qualifications necessary to do the job. The Association agrees and acknowledges that such assignments are in the interest of the efficiency of the Operation.

Prior to the assignment of any employee, the Company shall seek qualified volunteers to do the job.

In the event no qualified employee(s) volunteers to work, the Company shall assign the most junior qualified employee on shift to complete the job.

16.05 Modified Work Schedule

This Article deals with modified workschedule for the Thunder Bay Base, Sioux Lookout Base and any Future Bases as defined herein. This is applicable to all employees under this Collective Agreement.

1. HOURS OF WORK

It is understood the hours of work per pay period will fluctuate and payroll will reflect the actual hours of work within each period. The hours of work will be eight (8) hour, ten (10) hour or an eleven and one-half (11½) hour shift. During a four (4) week shift rotation: each employee will be scheduled to work 160 hours for the ten (10) hour schedule and 160 hours for the eleven and one-half (11½) hour schedule. For administrative purposes such as Worker's Compensation Reports, Insurance Reports, etc. the regular work week for Aircraft Maintenance Employees will be forty (40) hours.

2. ADDITIONAL DAY

In consideration of the total time to be worked by the Employees in a one (1) year period, the Company agrees to provide one (1) additional day off to

employees working on the eleven and one-half (11½) hour schedule after one (1) full year has been worked. This additional day may be scheduled to be taken by mutual agreement of the parties following the period in which it was earned.

3. BREAK PERIODS

(a) For Employees working eight (8) and ten (10) hour schedules break period will be as defined under Article 16:03 of the Collective Agreement.

(b) For Employees working eleven and one-half (11½) hour schedules an unpaid lunch break of one-half (½) hour will be granted between the fifth (5th) and sixth (6th) hour of the working day.

Two (2) fifteen minute period paid coffee breaks will normally be granted between the third (3rd) and fourth (4th) hours of each half (½) of the employee's shift except for situations where requirements of service otherwise dictate.

4. SICK LEAVE

If an employee is absent due to illness he will be reduced in pay the equivalent

of those hours he had been scheduled to work. The waiting period to qualify for weekly indemnity will be in accordance with the Short Term Disability Insurance Plan.

5. STATUTORY HOLIDAYS

(a) Employees working either eight (8), ten (10) hour or eleven and one-half (11½) hour schedules will receive Statutory Holidays and pay as per Article 22 of the Collective Agreement.

The Company may substitute another day for any of the holidays listed in accordance with service requirements.

The banking of Statutory Holidays will be as per Article 21:02 of the Collective Agreement.

6. VACATION

Vacation entitlement will be converted to forty (40) hour weeks and scheduled off accordingly. Each scheduled shift taken as a vacation day will reduce the vacation entitlement by the amount of hours the employee would have been scheduled to work (i.e. - 8 hours, 10 hours, 11½ hours).

7. OVERTIME

(a) Notwithstanding Article 18:01 of the Collective Agreement, when Aircraft Maintenance Employees work in excess of the regular scheduled shift and in excess of forty (40) hours per week averaged over a four (4) week period, will be paid overtime on the basis of time and one-half (1½) of the employee's rate of pay for the job classification exclusive of any premiums for all hours worked.

(b) Lunch meal per diems as per Article 18:01 will only be provided to an employee after four (4) hours of overtime has been worked in excess of the normal daily shift.

For Example:

8 Hour Shifts – per diem after four (4) additional hours worked as overtime.

10 Hour Shifts – per diem after four (4) additional hours worked as overtime.

11.5 Hour Shifts per diem after four (4) additional hours worked as overtime.

8. SHIFTS PREMIUMS

Aircraft Maintenance Employee working either eight (8) hour, ten (10) hour or eleven and one-half (11½) hour shifts shall be paid shift premiums in accordance with Article 20:01 of the Collective Agreement when such hours fall between 1700 and 08:00 hours. For the purposes of calculating entitlement to premiums as specified herein, night shift will begin at midnight.

9. It is understood that all employees at the Thunder Bay Base, Sioux Lookout Base and any Future Base as defined herein covered by the Collective Agreement shall be required to work modified schedules. The scheduling of employees shall be at the discretion of the Company.

10. Except as otherwise specified in this Article, all other working conditions are as contained in the Collective Agreement.

ARTICLE 17 - TIME CARDS

17.01 Every employee shall complete a work or job card at the completion of each work assignment. If the work assignment is not completed at the end of each shift, the employee will complete a work or job card

for the particular assignment for that day
prior to leaving the premises.

- 17.02 All work or job cards will be turned in to the
maintenance office at the end of each shift or
upon completion of each work assignment
when so directed.

ARTICLE 18 - OVERTIME

- 18.01 Employees will be compensated for overtime
worked as follows:

(a) Authorized time worked in excess of
eight hours in any one shift shall be paid
for at the rate of time and one-half the
regular rate exclusive of any premiums
for all hours worked or parts thereof.
An unpaid lunch break and a lunch per
diem subject to 20.02(b) will be provided
to an employee after four (4) hours
of daily overtime has been worked in
excess of the normal daily shift. When
an employee works four (4) hours or
more on a day *off* he shall receive one
(1) lunch per diem.

(b) Authorized time worked on a statutory
holiday observed by the Company as
set out in Article 22, shall be paid in
accordance with the Canada Labour
Code.

before. When the date is interfered with by the occurrence of paid holiday the regular pay day may be delayed.

The employees will be paid by direct deposit or by cheque during working hours where practicable.

- (b) All changes to payroll will become effective at the beginning of the next nearest payroll period (i.e., 1st or 16th of the month)

ARTICLE 20 - SPECIAL ALLOWANCES

20.01 Employees working on other than the regular day shift will receive for time worked on such shifts, off-shift premium pay of sixty cents (\$0.60) per hour for afternoon shift and one dollar (\$1.00) per hour for night shift in addition to their regular pay, providing that the majority of the allocated working hours fall outside the limits of the regular day shift.

Shift premiums will not form part of the employee's straight time hourly rate and will not form part of the calculations for the purposes of overtime.

It is understood that some employees are working a modified work week, and shift differential will only apply to those hours worked between 1700 hours and 0800 hours.

20.02 (a) Travel Pay

Employees required to travel on business, excluding training courses shall, while travelling to and from their temporary work assignment, be paid at their rate of pay as per their regular shift, however, should the travelling occur on a scheduled day off or in addition to a regular shift, the rate paid shall be paid at overtime of one and a half times the regular rate of pay.

(b) Living Allowance/Car Mileage Allowance

1. A per diem allowance of forty-one dollars and fifty cents (\$41.50) per day exclusive of lodging will be allowed when approved by the Company as follows:

At Ratification Date,

	<u>Apr 16</u>	<u>Sept 1, 2008</u>	<u>Sept 1, 2009</u>
Breakfast	\$10.50	\$10.68	\$10.89
Lunch	\$12.00	\$12.21	\$12.45
Dinner	\$19.00	\$19.33	\$19.72

2. A transportation auto allowance will be paid as per Company's Policy, however, this allowance will not be less than thirty-five (\$0.35) per kilometre.

20.02 (b) 3 Employees away from home base on special assignment including training shall be compensated for one (1) long distance telephone call for every two (2) consecutive days away from home base provided, however such calls shall not exceed ten (10) minutes in length.

4 If available, the Company shall provide separate sleeping quarters.

20.03 Bereavement Leave

Within the seven (7) days following the death of an Employee's immediate family, an Employee shall be entitled to a bereavement leave of three (3) consecutive days with pay. An employee's immediate family shall mean the employee's spouse or common-law partner, the employee's father and mother and the spouse or common-law partner of the father or mother, the employee's children and the children of the employee's spouse or common-law partner, the employee's grandchildren, the employee's brothers and sisters, the grandfather and grandmother of the employee, the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and the mother and any relative of the employee who resides

The Company will not be responsible for picking up those benefits which may be suspended by the Government or the carriers during the term of this Agreement.

21.02 Employees will be allowed to bank five (5) Statutory Holidays plus the additional day in Article 16:05, excluding Christmas Day, Boxing Day and New Year's Day as follows:

- a) it is understood that the primary use of such banked days is for the replacement of income that may be lost due to illness while awaiting for weekly indemnity insurance to activate;
- b) otherwise, the scheduling of banked days will be by mutual agreement between the employee and the Company;
- c) the employee may use the days banked for vacation; such use will not take precedence over regular vacation and the scheduling of the additional days will be at the Company's approval
- d) the employee must notify the Company three (3) weeks prior to the Statutory Holiday of their intention to bank the day;
- e) the number of days eligible for banking in any calendar year is five (5) in total;

f) unused days at December 31st in any calendar year will be paid out at the earned rate of pay when such day was banked.

Employees may utilize banked days prior to actual accrual beginning January 1 of the calendar year subject to the proviso that, if an employee leaves the employ of the Company and has been for stats not yet accrued, the employer shall be entitled to recoup a number of days equal to nine (9) (ten (10) in Thunder Bay) less the number of stats that have occurred.

21.03 Full Time Bargaining Unit Employees shall be provided with short term leave as follows:

Effective January 1, 2007, Full Time Bargaining Unit Employees shall be entitled to a sick bank of four (4) working days prorated to their anniversary date (i.e. - January - 1/12 of 4, March - 3/12 of 4, November - 11/12 of 4). Effective on their anniversary date, each full time employee shall be entitled to a sick bank of four (4) working days.

These days are non-cumulative from year to year, the maximum being four (4) working days at their anniversary date.

This provision has no effect on the current Wage Indemnity Plan which shall remain in full force and effect.

The Association and the Company agree that the above provisions are for those situations where the Employees are legitimately unable to work as set out in Article 21.03.

21.04 Pension

All full time Employees shall be eligible to enroll in the Company's Defined Contribution Plan (Pension Plan), administered by Manulife Financial, Policy No. GN82194, after twenty-four (24) Calendar Months of continuous service with the Company. Employees choosing to enroll in the Plan shall contribute an amount equal to three percent (3%) of their earnings (excluding overtime, bonus, etc.) and the Company shall also contribute an amount equal to three percent (3%) of the Employee's earnings (excluding overtime, bonus, etc.). Effective on the ratification date, full time employees choosing to enroll in the Plan and who have more than ten (10) years of continuous service may contribute an amount of four percent (4%) of their earning (excluding overtime, bonus, etc.) and the Company shall contribute an amount equal to four percent (4%) of the Employee's earnings (excluding overtime, bonus, etc.). All other items of reference shall be contained in the Master Agreement held with Manulife Financial, and in accordance with all Government regulations covering such plans.

(b) for ten (10) years or more of completed service shall accrue four (4) weeks vacation pay equal to eight (8%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date; or

(c) for five (5) years or more of completed service shall accrue three (3) weeks vacation pay equal to six (6%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date; or

(d) for one (1) year or more of completed service shall accrue two (2) weeks vacation pay equal to four (4%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date.

23.03 Vacations are not cumulative and must be taken within the twelve (12) months after the year in which the entitlement was earned. All unused vacation remaining at the employee's next Anniversary date (one year following being earned) will be paid out on the next pay period.

23.04 It is recognized that it is not possible to establish standard formula for vacations which would be applicable to all departments since peak work loads do not necessarily

occur at the same time of year. The only logical and equitable manner is to have the Company establish vacation schedules on the basis of local conditions at any given base.

NOTE: An employee who voluntarily relocates from one base to another will be able to complete unused vacation entitlement earned by selecting unassigned vacation periods in his classification in order of Classification Seniority. In the event there are no such periods available, the Company may assign the required vacation period.

23.05 The Company shall establish and post available vacation periods and the number of personnel of each classification allowed annual vacation leave each month during the year.

23.06 The Company shall confirm vacation dates and the number of weeks to be taken at one time for employees within such period of time as is practicable in accordance with requirements of service.

23.07 In the event of unforeseen workload occurring by reason of emergency, the Company reserves the right to alter employee preferred dates in accordance with seniority and its service requirements.

23.08 Vacations, once awarded, may only be altered by an employee with the written concurrence of both the Company and any employee affected by the alteration.

23.09 Vacation pay shall be paid in accordance with established Company policy.

ARTICLE 24 - OCCUPATIONAL CLASSIFICATIONS

24.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work normally and regularly assigned to him. The occupational classifications in which employees may be classified are those listed by job title and wage rates in Appendix "A" attached hereto.

24.02 To provide appropriately for new work or for substantial change in work normally and regularly assigned, the Company, as per Article 2, may revise any occupational classification affected or prepare a new occupational classification. The rates of pay thereof shall be subject to the Association's agreement.

24.03 Students

In order to prevent misunderstanding with respect to the use of students and the

working relationship between students and employees in the maintenance department, the parties agree to the following:

- 1) The Company, as part of its commitment to educational institutions, shall employ students to perform the duties of any unlicensed classification covered by this Agreement where such employment is for a term necessary to assist student with the requirements of their educational program.
- 2) The Company shall employ students for vacation, holidays, sick or summer relief of such duration as is required for the period identified in any unlicensed classification covered by this Collective Agreement.
- 3) The Company shall employ students on a casual basis working less than twenty (20) hours per week in any unlicensed classification covered by this Collective Agreement.
- 4) Students will not become members of the Association and shall not attain any rights or privileges under this Collective Agreement.
- 5) The employment of students will not be used in such manner as to undermine the bargaining unit.

ARTICLE 25 - RATES OF PAY

25.01 Rates of pay shall be as set down in Appendix "A" attached hereto.

ARTICLE 26 - CLOTHING

26.01 Upon completion of their probationary period, full time employees will be supplied with uniform items as outlined in Article 26:06 (a), Article 26:06 (b) and Article 26:06 (d).

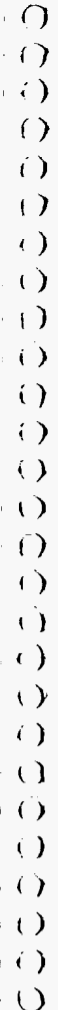
26.02 Employees shall wear uniforms in such manner as prescribed in Company regulations at all times while the uniform is worn.

26.03 Uniform items and accessories supplied by the Company at no cost under 26:06 (a) and Article 26:06 (d) to the employee shall remain the property of the Company and must be surrendered on request.

26.04 Rain gear shall be made available on a sign-out basis to employees requiring same in the course of their duties.

26.05 The Company shall clean and repair only those uniform items that it supplies in Article 26.06 (a).

26.06 a) Employees shall be issued the following uniform items as per 26.01 above:
Coveralls 4



b) Effective January 1, 2007, the Company will provide each full time employee, who has completed their probationary period, with an allowance of seventy-five dollars (\$75.00) as of January 1st of each year.

c) One new Parka and one new Spring Jacket will be supplied at no cost to employees who have complete their probationary period. The Parka and Spring Jacket will belong to the Company during the first year after issue and if an employee leaves the employ of the Company during that period, the Parka and Spring Jacket must be returned. After the first year the Parka and Spring Jacket shall then belong to the employee.

Components of above that become damaged during the course of carrying out work duties shall be repaired or replaced at the Company's discretion and expense

d) Upon completion of their probationary period, full time employees will be supplied a maximum of four (4) pants/shorts or combination and a maximum of four (4) short sleeve/long sleeve shirts or combination.

26.07 Employees will be responsible for cleaning and damage to the uniform items in Article 26:06 (d) except as defined in Article 28.08

26.08 Damage, shrinkage and normal wear to the uniform items in Article 26.06 (d) occurring during the course of carrying out work duties will be repaired or replaced at the discretion of the Company.

ARTICLE 27 - HEALTH & SAFETY

Preamble The Company agrees to abide by Part II of the Canada Labour Code in matters of Safety and Health.

27.01 In order to eliminate as far as possible accidents and illness, a safety committee shall be established composed of an equal number of Association and Company representatives. The Committee will meet as required, will monitor all practices needed to enable the health and safety of employees and will consider, all situations involving hazardous conditions and practices brought to its attention.

27.02 The Safety Committee shall consist of one (1) representative for the Company and the Association at each base as per present practice.

27.03 (a) The Company will make available ear

protectors to be signed out to employees when working in Noise Hazard areas.

- (b) The Company shall be responsible for the repair and maintenance of Company owned ear protectors and the employee shall be responsible for the replacement of any lost ear protectors or those damaged from abuse.

ARTICLE 28 - TRAINING

28.01 For all training made available, the order of offering will be determined for each base by: operational requirements of the Company, classification, shift, work area and seniority.

28.02 Training Courses and Agreements

The parties agree to recognize Training Courses and Agreements consistent with the principle that operational requirements are paramount to the continued operations of the Company. Training, when necessary and applicable as decided by the Company, will be carried out in a fair and equitable manner.

- 1) The Company shall identify the training available, and the appropriate Association Steward at each base will be available to the Company to discuss training issues.

- 2) The selection of employees to attend training courses will be in accordance with Article 28.01 of the Collective Agreement.
- 3) The Company will pay meal per diems as per current policy and practice for training when employees are sent out of town to attend the course.
- 4) When having to travel to the United States, the Company will pay meal per diems in equivalent U.S. dollars. i.e. - \$1 CND = \$1 U.S.
- 5) The Company will not be responsible to pay for travel time needed for the employee to get to and from the training destination.
- 6) "In-house" training will be provided at the discretion of the Company subject to being required by law, for such things as De-icing and WHMIS.
- 7) Training identified by the Company as voluntary will be scheduled at the discretion of the Company. Employees who elect to attend will do so on their own time and at own expense.
- 8) "Voluntary" will be taken to mean training not required by an employee to pass any

M.O.T. exam or Company certification requirement, but training that may provide supplement information to any employee so interested.

9) Training identified by the Company as requiring mandatory attendance will be scheduled at the discretion of the Company, but shall normally take place during regular working hours and paid at straight time rates.

10) When mandatory training is conducted prior to the start of an employee's normal daily shift or extending beyond the normal daily shift or during an employee's scheduled time off and requiring the employee to come to work, the Company will pay the employee who is required to attend such training session overtime at the rate of time and one-half (1½) for actual time spent in attendance.

11) Except for "in-house" training under \$400.00 per employee, employees will be required to sign training agreements in the form attached as a condition precedent to participating in any mandatory training program. For those employees in Item C of the training agreement, the agreement will set out a promise to pay an amount of

training (excluding wages) estimated to a predetermined value and shall be enforceable as specified in the agreement, should the employee fail to complete the defined service period when he/she returns from the training.

- 12) The value of the training agreement excluding employee's wages will be adjusted upon return of the employee from the training to more accurately reflect the cost and actual amount of expenses (excluding any subsidies) incurred by the Company on behalf of the employee (i.e. - course fees, transportation, accommodation, meals, etc.) and shall be verified by actual billings for the courses.
- 13) The Company will continue the payment of wages to the employee while on the training program.
- 14) The Association agrees that within one (1) year of the operation of this agreement, if the Company has been disadvantaged by employees leaving after being provided with training the one (1) year period will be increased to two (2) years.
- 15) Within the first year of this agreement, where an employee who is licensed for

BEARSKIN LAKE AIR SERVICE LTD.
EDUCATION AND TRAINING COURSE(S)
AGREEMENT

Date: _____ 20__

Between: Bearskin Lake Air Service Ltd.
1475 West Walsh Street
Thunder Bay, Ontario
P7E 4X6

AND

(Hereafter Called the Employee)

THIS AGREEMENT BETWEEN BEARSKIN
LAKE AIR SERVICE LTD. AND IT'S
EMPLOYEE HAS BEEN IMPLEMENTED TO
FULFILL AN EMPLOYEE EDUCATION AND
TRAINING COURSE(S) REQUIREMENTS

PROVISOS

- A) Bearskin Lake Air Service Ltd., a commercial air carrier utilizing the services of accounting staff, baggage handlers, counter staff, maintenance staff and pilots to carry on its daily operations.

1. The education and training course(s) consist of:

Department _____

DATE ITEM TERM PARTICULARS VALUE CDN, ANN DATE INIT.

TOTAL

TOTAL: NOT TO EXCEED \$ _____ CDN.

2. Except for employees with more than one (1) year of service with BEARSKIN LAKE AIR SERVICE LTD. as a licenced AME (M1 or M2), the Employee agrees to make his/her service available to BEARSKIN LAKE AIR SERVICE LTD. full time for a period of NOT LESS THAN ONE (1) YEAR following the completion of this document and receipt of said education and training course(s).

3. BEARSKIN LAKE AIR SERVICE LTD. and the EMPLOYEE agree that the amount set out in paragraph 1 will be reduced by 1/12th of that sum for each complete month the EMPLOYEE makes his/her service available on a full time basis to BEARSKIN LAKE AIR SERVICE LTD. after completion of the education and training course(s).

4. The EMPLOYEE authorizes and directs BEARSKIN LAKE AIR SERVICE LTD. to recover any and all training compensation amounts owing the COMPANY for the training if the

EMPLOYEE fails to commit to the guaranteed timeframe as specified herein. The cost recovery will be by, but not limited to, the use of Payroll deductions.

5. The EMPLOYEE and BEARSKIN LAKE AIR SERVICE LTD. specifically agrees it is contemplated by both parties, and specifically agreed by both, that in the event the EMPLOYEE does not perform his obligations, and specifically his obligations with regard to length of employment after training, BEARSKIN LAKE AIR SERVICE LTD. shall have the right to deduct from wages, benefits, vacation pay or other monies otherwise owing to the EMPLOYEE an amount or amounts as necessary to satisfy the amount owing to BEARSKIN LAKE AIR SERVICE LTD. by the EMPLOYEE. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly by implication for BEARSKIN LAKE AIR SERVICE LTD. to take full advantage of this equitable right.

6. BEARSKIN LAKE AIR SERVICE LTD may, at its option, allow the EMPLOYEE should the EMPLOYEE terminate employment, prior to completing the said one (1) year of service to repay BEARSKIN LAKE AIR SERVICE LTD. 1/12th of that sum for each month left, payable at the time of termination or three (3) equal monthly payments by post dated cheques; such

to be provided prior to the EMPLOYEE receiving any wages owed BEARSKIN LAKE AIR SERVICE LTD.

IN WITNESS WHEREOF BEARSKIN LAKE AIR SERVICE LTD. AND THE EMPLOYEE HAVE EXECUTED THIS AGREEMENT.

BEARSKIN LAKE AIR SERVICE LTD.

DATE INITTALS WITNESS

EMPLOYEE

DATE INITTALS WITNESS

PROMISSORY NOTE

(\$ _____)

FOR VALUE RECEIVED,

I, _____ promise to pay to the order of BEARSKIN LAKE AIR SERVICE LTD., the sum of \$ _____ on demand plus interest at the rate of _____ (_____%) percent from the date of this Promissory Note.

DATED at Thunder Bay, Ontario, this _____ day of _____ 20__.

SIGNED, SEALED AND DELIVERED

in the presence of

ARTICLE 29 - WAGES/TERM

29.01 Wages and classification shall be as stated in Appendix "A" attached hereto and as follows:

- a) Apprentices hired prior to the date of ratification will be allowed to automatically progress when they become licensed to the Junior Engineer Scale only;
- b) Engineer-ACA classified employees will sign out aircraft and receive pay as per scale:
- c) New employees hired after the date of ratification will not progress to the next classification scale automatically.

29:02 Increases will occur on the employee's classification anniversary date which completes his service requirements in the classification in accordance with the scales herein.

29:03 All full time employees working at the Sioux Lookout Base will receive a Northern Service Allowance of two hundred dollars (\$200) per month. This Allowance will be paid when the end of the month pay period (16th to end of the Month) is paid.

ARTICLE 30 - ADDITIONAL COMPENSATION

30:01 All premiums will not form part of the employee's straight time hourly rate and will not form part of the calculations for the purposes of overtime.

Crew Chief will receive his regular rate of pay plus one dollar and fifty cents (\$1.50) premium but in any case his rate of pay plus the Crew Chief premium will not equal less than the top rate of the Engineer-ACA Scale.

Lead Hand will receive his regular rate of pay plus one dollar (\$1.00) premium but in any case his rate of pay plus the Lead Hand premium will not equal less than the top rate of his current classification scale.

Specialty Premium An employee will receive his regular rate of pay plus a fifty cents (\$0.50) premium for certified authorized specialty work as recognized by the Company. Specialty Work shall include: welding, non-destructive testing, structures and other specialty determined by the Company.

SCA Premium An employee will receive his regular rate of pay plus thirty-five cents (\$0.35) premium for releasing shop certified work.

SCA granted for a Specialty Premium such as

welding, non-destructive testing, structures and any other specialty determined by the Company will not receive a SCA Premium.

An employee in the Engineer-ACA and Junior Engineer classifications will not be able to claim a SCA Premium.

Only one such premium will be paid to the employee on any given shift.

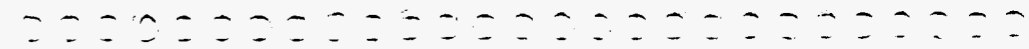
APPENDIX "A"
WAGE SCALE

ENGINEER - ACA

	Sept 01/06	Sept 01/07	Sept 01/08	Sept 01/09
4 Years & +	30.45	31.05	31.68	32.31
3 Years	29.31	29.90	30.49	31.10
2 Years	28.50	29.07	29.66	30.25
1 Year	27.47	28.02	28.58	29.16
72 Start	26.45	26.97	27.51	28.06

JUNIOR ENGINEER

4 Years & +	25.63	26.14	26.66	27.20
3 Years	24.69	25.19	25.69	26.21
2 Years	23.76	24.24	24.72	25.21
1 Year	22.87	23.33	23.79	24.27
Start	22.17	22.61	23.06	23.53





		WAGE SCALE			
		Sept 01/06	Sept 01/07	Sept 01/08	Sept 01/09
APPRENTICE					
	48 Months & +	17.41	17.76	18.12	18.48
	42 Months	16.53	16.86	17.20	17.55
	36 Months	15.65	15.97	16.29	16.61
	30 Months	14.78	15.08	15.38	15.69
	24 Months	13.91	14.19	14.47	14.76
73	18 Months - Learner	13.06	13.32	13.59	13.86
	12 Months - Learner	12.20	12.45	12.70	12.95
	6 Months - Learner	11.35	11.58	11.81	12.05
	Start - Learner	10.51	10.72	10.93	11.15
TECHNICIAN					
	10 Years	23.78	24.26	24.74	25.24
	9 Years	22.42	22.87	23.33	23.80
	8 Years	21.06	21.49	21.92	22.35

