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No. OF EMPLOYEES	20		
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Collective Agreement #2

Between

BEARSKIN LAKE AIR SERVICE LTD.

And

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, LOCAL 2413

Ramp Attendants and Groomers

JUNE 25, 1997 - DECEMBER 31, 2000

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PREAMBLE

This Agreement is made and entered into as of the ~~25th~~ day of ~~June, 1997~~ 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 "**Union**", 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 cooperation 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 Union and the employees to cooperate fully both individually and collectively, for the advancement of this purpose.
- 1.02 The Company and the Union 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 Union, or because of his activity or lack of activity in the Union.
- 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.

ARTICLE 2 - SCOPE OF AGREEMENT

- 2.01 The Company recognizes the International Association of Machinists and Aerospace Workers as the sole collective bargaining agent for all Ramp Attendants and Groomers in the employ of Bearskin Lake Air Service Ltd., excluding Supervisors and those above.

- 2.02 (a) Management may perform bargaining unit work for the purpose of assisting bargaining unit members or for the purpose of instructing employees, inspection or checking out of equipment or in situations which require immediate action to remain operational.
- (b) Work of the bargaining unit may be performed by other employees of the Company as performed in the past. The parties agree that nothing in this Agreement restricts the continuation of this past practice.
- 2.03 The Union and Company recognize that work done by bargaining unit members 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 Union 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 to make and enforce and alter from time to time rules and regulations covering the operation of its business provided that said rules shall not be inconsistent with this Agreement.

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

ARTICLE 3 - STATUS OF AGREEMENT

- 3.01 This Agreement and any appendices or supplements thereto, supersede any and all Agreements now existing or previously executed between the Company and any Union or individual, affecting the employees covered by this Agreement.
- 3.02 Exceptions, local or side agreements, or modifications of this Agreement may not be made except by mutual agreement in writing between the Director of Human Resources or his designate, and a designated representative of the Union.
- 3.03 The only interpretation of this Agreement which shall be considered valid and binding are those agreed to in writing by the designated representative of the Union and the Director of Human Resources or his designate.
- 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 Union 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 - UNION MEMBERSHIP AND DEDUCTION OF DUES

- 4.01 The Company agrees that all employees covered by this Agreement shall have their initiation and regular monthly dues deducted from their wages as a condition of employment. The dues collectible under the constitution and By-Laws of the Union, shall be deducted semi-monthly from the wages due each employee. The Company agrees to remit monthly to the Union, 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 Union dues, subject to the conditions and exceptions set forth hereunder.

- 4.03 Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of the initiation or reinstatement fee uniformly required of all other applicants by the Union'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 Union 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 defense of such action. The Union 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 "Union" - 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 Union Officers.
- 5.04 **"Employee"** - Means persons who are employed in the classifications listed in Appendix "A" and who are employed by Bearskin Lake Air Service Ltd, and represented by the International Association of Machinists and Aerospace Workers.
- 5.05 **"Probationary Employee"**- A **full-time** employee who has not successfully completed a minimum of ninety (90) days worked with the Company.
- A **part-time** employee who has not successfully completed a minimum of five hundred and twenty (520) hours 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"** - Means employees called 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 **"Lead Hand"** - 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 **"Part-time Employee"** - Means an employee who is scheduled to work on a regular part-time basis averaging less than thirty (30) hours per week.

ARTICLE 6 - SPECIFIC PERFORMANCE

- 6.01 The waiver of any of the provisions of this Agreement, or the breach of any of its provisions, by any of the parties, shall not constitute a precedent for further waiver of the enforcement of any further breach.

ARTICLE 7 - EMPLOYEE'S REPRESENTATIVE

- 7.01 The Company will recognize Union Representatives who shall be employees of the Company as follows:

one (1) Shop Steward - Sioux Lookout
one (1) Shop Steward - Thunder Bay

- 7.02 When the Local Union Representative makes a request to attend to matters relating to this Agreement or to other Union business, Union 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 Shop Stewards 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 Stewards, a Business Representative or International Officer of the Union shall be present at the meeting. If the Business Representative is requested to attend by the Company or the Shop Steward, the Company will provide a space available pass over its routes.
- 7.04 When the Company makes the request to attend to matters relating to this Agreement or when Shop Stewards are required to participate in the resolution of complaints at the immediate supervisor level pursuant to Article 8, Union representatives will be granted time off with pay, subject to the Company's operational requirements. The Union recognizes and agrees that a member of the Shop Committee's primary function is to perform the duties of their classification for which they are employed by the Company.

- 7.05 The Union shall elect and the Company shall recognize two (2) members who are employees of the Company covered by this Agreement and shall constitute a Negotiating Committee. The function of such Committee shall be to meet with designated Company Representatives for the purpose of negotiating amendments to or a renewal of this Collective Agreement. Negotiating committee members will be granted time off with pay to attend at the negotiations up to but not including Conciliation.
- 7.06 No Union activity will be conducted on Company property or Company time other than as expressly provided for in this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 For the purpose of this Agreement, a grievance is defined as any difference between the Company and the Union 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) 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 present. Failure of a Shop Steward 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.
- (b) Where disciplinary or discharge action is considered necessary, such action will take place within ten (10) calendar days following the meeting between the Company and the employee.
- 8.04 Grievances of a policy nature may be initiated by the Union 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 his immediate supervisor 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 supervisor shall render his decision verbally within seven (7) calendar days of being presented with the complaint.

STEP TWO

Should the employee not receive a satisfactory answer from his immediate supervisor, he shall submit his grievance in writing within three (3) calendar days to the Director of Operations. 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 shall meet with the Shop Steward within five (5) calendar days to discuss the grievance and shall render his decision in writing within seven (7) calendar days thereafter.

STEP THREE

Should the Union not receive a satisfactory answer from the Director of Operations, the grievance shall be referred within ten (10) calendar days to the President or his designate. The President or his designate shall render his decision to the Union within ten (10) calendar days thereafter with a copy to the Chief Steward.

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 Union.

ARTICLE 9 - ARBITRATION

- 9.01 Either party may, within twenty (20) calendar days following conclusion of Step Three 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 Three 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 which 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) A new full-time employee shall establish seniority as defined above upon successful completion of a probationary period of ninety (90) days worked and such seniority shall be effective from the date of employment.

A new part-time employee shall establish seniority as defined above upon successful completion of a probationary period of five hundred and twenty (520) hours worked and such seniority shall be effective from the date of employment.

(b) Grievances may be presented in connection with the discharge or lay-off of probationary employees but shall not be arbitrable.

(c) Temporary employees will not attain seniority.

10.03(a) An employee transferring from one occupational classification into another, or into another seniority unit shall have his seniority pertain to his current classification and unit after an initial period of thirty (30) calendar days. In the event an employee returns to a previous classification or seniority unit, he will only be entitled to the seniority previously accrued in that classification and seniority unit. In addition, from the time of returning, he shall commence the accumulation of additional seniority.

(b) Employees promoted to Lead Hand shall continue to accrue seniority in their basic classification at the same time.

10.04 An employee shall lose all seniority and shall be deemed terminated if:

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 following the conclusion of an approved leave of absence except in extenuating circumstances pursuant to Article **12.04**.

- 10.05** Each employee who is laid off will keep the Company informed of his current address, failing which the Company will not be responsible if notice of recall fails to reach such employee.
- 10.06** By mutual agreement of the parties hereto, seniority may be restored in whole or in part in any case arising out of **10.04** above if extenuating circumstances should warrant reinstatement. Such circumstances may be brought to the attention of the Company by the employee concerned or by the Shop Committee of the Union.
- 10.07** A seniority list shall be established for employees covered by this contract based upon each employee's last continuous period of employment. A copy of such list will be provided annually for employees on the active payroll of the Company as of December 31st, and will be posted by January 31st. The Union may request from the Company a list of new hires and employee terminations as may be available from time to time.
- 10.08** An employee with seniority who is transferred from an occupational classification covered by this Agreement to salaried employment shall retain his seniority while so employed. He shall be excluded from the coverage of this Agreement and from any and all its terms and conditions while so employed.

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 of 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 in a previous classification at his current seniority unit or another unit shall have the right to resume a position in the former classification and shall be entitled to accumulate classification seniority therein once again.
- (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 the classification; then the least senior employee in that classification shall be redundant. This 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.

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 Union 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 Union business and attending Trade Union 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 Union 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 Union to refrain from posting any notice which it considers to be 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 a period of five (5) working days at all seniority units.
- 14.03 Where a part-time employee works in excess of thirty (30) hours per week for a period of two (2) consecutive months the Company will review the situation and consult with the Union with regards to the nature of the additional work and the possibility of posting for an additional full time position in the classification affected.

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 receive preference.

ARTICLE 16 - HOURS OF WORK

- 16.01 The normal work week will be 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 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 for full-time employees will be granted between the fourth (4th) and fifth (5th) hour of the normal working day. Part-time employees will be granted a meal period after five (5) consecutive hours of work. The meal period shall be one-half (1/2) hour unpaid. Where one (1) hour unpaid meal periods are currently being observed, this practice will continue unless requirements of service changes are required by the Company.

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 full-time employees shift except for situations where requirements of service otherwise dictate.

Part-time employees will be granted a paid coffee break as above when scheduled to work four (4) or more consecutive hours and a second break if scheduled for eight (8) consecutive hours.

- (c) The parties may by mutual agreement establish a work schedule which would provide a shift bid procedure to give preference for preferred shifts for senior employees.

ARTICLE 17 - TIME CARDS

- 17.01 Every employee shall complete a work or job card at the completion of each work day as assigned.
- 17.02 All work or job cards will be turned in to the supervisor 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 of \$8.50 will be provided to an employee after four (4) hours of daily overtime has been worked in excess of the normal daily shift.
- (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.
- (c) Management when assigning overtime, will attempt to distribute such in an equitable manner.

18.02 Call-in Pay

A full-time employee who has completed his shift and left the premises and is called back to work shall be paid a minimum of three (3) hours at the rate of time and one-half (1 1/2) of the regular rate exclusive of any premiums for all hours worked. Full-time employees called in to work may, subject to immediate service requirements, remain to complete such work as may be required. A second call out within the initial three (3) hour period above will not result in a further three (3) hour minimum being paid.

ARTICLE 19 - PAYMENT OF WAGES

- 19.01 The Company agrees that wages shall be paid semi-monthly on or about the seventh (7th) and twenty-second (22nd) day of each month. When the date is interfered with by the occurrence of a 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.

ARTICLE 20 - SPECIAL ALLOWANCES**20.01** Bereavement Leave

In accordance with the terms and conditions of the Canada Labour Code, when bereavement occurs in the immediate family of an employee, the employee shall be allowed up to three (3) days leave immediately following the day of death. An employee's immediate family shall mean spouse, parent, child, sister, brother, father-in-law, mother-in-law.

An employee shall be allowed up to three (3) days leave of absence without pay to attend at the funeral of the employee's grandparent.

20.02 Shift Premiums

Employees will receive premium pay for all hours worked between 12 midnight and 6:00 a.m. of twenty-five cents (\$0.25) per hour in addition to their regular pay.

Shift premiums will not form part of the calculations for the purposes of overtime.

20.03 Effective May 1, 1997

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

During a calendar year, any bargaining unit employee may build up a sick bank of three (3) working days earned from the previous year. Each continuous period free of absence of four (4) months in the previous year shall result in one (1) day being credited to an Employee's sick bank.

These days are non-cumulative from year to year, the maximum being three (3) days at January 1.

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

ARTICLE 21 - BENEFITS

21.01 Each full-time employee shall be covered by the Company's Group Insurance and other benefit plans in effect as of the date of ratification of this Agreement, according to the terms and applicable cost sharing arrangements of those plans.

- A) Group Insurance Plan
- B) Accident & Sickness Plan
- C) Extended Health Benefits
- D) Dental Plan
- E) Deluxe Travel Plan

The benefits provided under the above plans will not be amended without prior consultation with the Union. Insurance carriers may be changed at the discretion of the Company provided benefits are maintained.

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 Effective January 1, 1994, employees will be allowed to bank five (5) Statutory Holidays, 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.

ARTICLE 22 - HOLIDAYS

22.01 In accordance with the provisions of the Canada Labour Code, the Company recognizes the following paid holidays:

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

22.02 The parties agree the Company may substitute or designate another day for any of the Statutory Holidays mentioned above in accordance with service requirements.

ARTICLE 23 - VACATION WITH PAY

23.01 The vacation year will be considered as commencing on the employee's Anniversary date in any calendar year and continuing through to the employee's next Anniversary date.

23.02 Every full-time employee who, at his vacation time has been in the continuous service of the Company:

(a) Effective January 1, 1999

for eleven (11) years or more of completed service shall accrue four (4) weeks vacation pay equal to eight percent (8%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date; or

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

(c) for one (1) year or more of completed service shall accrue two (2) weeks vacation pay equal to four percent (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 during the vacation year following that which the entitlement was earned.

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 work load occurring by reason of emergency, the Company reserves the right to alter employee preference 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 for full-time employees shall be paid in accordance with established Company policy.

Part-time employees will be paid their vacation pay on each of their regular pay cheques.

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 Union's agreement.

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 Employees will continue to sign a Uniform Agreement as per present Company practice.
- Full-time and part-time employees will be supplied with uniforms as outlined in this article.
- 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 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 those uniform items which it supplies.
- 26.06(a) Employees can choose either three (3) coveralls or three (3) shirts/pants.

Shirts	3	Jacket	1
Pants	3	Coveralls	3

Company agrees to supply one (1) pair of work gloves on May 1 and November 1 for each employee.

Other

The Company will allow shorts to be worn by employees during the summer period. The shorts will not be issued as part of the uniform by the Company. The Company reserves the right to define the standard of shorts to be worn.

- (b) Upon receipt of proof of purchase of C.S.A. approved footwear, an employee shall be reimbursed up to a maximum of **\$25.00** per calendar year
- (c) For those Ramp employees who have not been assigned a new parka within the last year the Company will assign them a new parka following the date of ratification. These parkas will remain the property of Bearskin Airlines and will be returned to the Company when an employee leaves 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 Union 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 Union at each base as per present practice.
- 27.03(a)** The Company will supply ear protectors to employees for working in Noise Hazard areas. Ear protectors will be the property of the Company and will be returned should the employee leave the Company.
 - (b) The Company shall be responsible for the repair and maintenance of Company owned ear protectors and the employee shall be responsible for one-half **(1/2)** the cost of the replacement of any lost ear protectors or those damaged from abuse.

ARTICLE 28 - WAGES/TERM

- 28.01** Wages and classifications shall be as stated in Appendix "A" attached hereto and as follows:
 - (a) Red circled employees will not receive an increase until they fall within the established scales of their classifications.

(b) Progression along the scale will be in accordance with the service requirements defined in Appendix "A". Effective June 24, 1997, increases will occur on the employee's Classification Anniversary date which completes his service requirements in the classification in accordance with the scales in Appendix "A".

28.02 A signing bonus of \$200.00 per person for full-time employees and \$150.00 per person for part-time employees on the active payroll at date of ratification will be paid subject to any applicable statutory deductions within two (2) pay periods of ratification of this Agreement.

ARTICLE 29 - ADDITIONAL COMPENSATION

29.01 Lead Hand Premium - Lead Hand's will be paid a premium of seventy-five cents (\$0.75) per hour while performing such duties.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement shall be effective on the date of ratification June 25, 1997 and shall continue in full force and effect until December 31, 2000.

30.02 This Agreement shall renew itself without change on that date of each succeeding year, unless notification of termination of the Agreement, or of intended change to the Agreement, is served in writing by either party hereto, such notification to be served not more than ninety (90) days prior to expiry date.

IN WITNESS WHEREOF the parties hereto have signed this Agreement at

THUNDER BAY, ONTARIO this 7th day of OCTOBER, 1997

BEARSKIN AIRLINES

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

APPENDIX "A"

<u>Service</u>	<u>June 25</u> <u>1997</u>	<u>Jan 1</u> <u>1998</u>	<u>Jan 1</u> <u>1999</u>	<u>Jan 1</u> <u>2000</u>
48 months		10.50	10.80	11.18
36 months	10.20	10.40	10.60	10.80
24 months	9.59	9.78	9.98	10.17
18 months	9.08	9.26	9.44	9.63
12 months	8.57	8.70	8.83	8.96
6 months	7.65	7.76	7.88	8.00
Start	7.14	7.25	7.36	7.47

Letter of Understanding #2

Between

Bearskin Lake Air Service Ltd.

and

International Association of Machinists
and Aerospace Workers - Local Lodge # 2413

In order to prevent misunderstandings with respect to the use of students and the working relationship between students and employees in the bargaining unit, 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 classification covered by this Agreement where such employment is for a term necessary to assist such student with the requirements of their educational program.
- 2) The Company shall employ students for vacation, holiday, sick or summer relief of such duration as is required for the period identified in any classification covered by this Agreement.
- 3) Students will not become members of the Association and shall not attain any rights or privileges under the Agreement.
- 4) The employment of students will not be used in such manner as to undermine the bargaining unit.

Dated at Thunder Bay, Ontario this 7th day of OCTOBER 1997.

For: BEARSKIN LAKE AIR
SERVICE LTD.

For: INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS - LOCAL 2413

Tami Zareshi

[Signature]

[Signature]

Letter of Understanding #3

Between

Bearskin Lake Air Service Ltd.

and

International Association of Machinists
and Aerospace Workers - Local Lodge # 2413

With respect to Article 16.01 of the Collective Agreement, the parties agree that the Company may schedule employees for eight(8) non-consecutive hours on a Sunday in Sioux Lookout.

Dated at Thunder Bay, Ontario this 24th day of June, 1997.

For: BEARSKIN LAKE AIR
SERVICE LTD.

For: INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS - LOCAL 2413

R. Barath

Bred...

Tami Z...

[Signature]

[Signature]

[Signature]

