

COLLECTIVE AGREEMENT

BETWEEN :

CANADIAN NORTH INC.



CANADIAN NORTH

(hereinafter referred to as the "Company")

AND

UNIFOR LOCAL 2002



(hereinafter referred to as the "Union")

AIRCRAFT MAINTENANCE ENGINEERS

Effective: April 21, 2017 to January 31, 2019

15074 (01)

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ARTICLE 1 – PREAMBLE & PURPOSE

- 1.01 This Agreement is made and entered into by and between Canadian North Inc., hereinafter referred to as the “Company” and **Unifor** Local 2002, hereinafter referred to as the “Union”.
- 1.02 In making this Agreement the parties hereto recognize the objective of promoting and maintaining the safety, efficiency, economy of operations, and a high quality of customer service. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of co-operation are essential for the mutual benefit of the parties.
- 1.03 This agreement supersedes and cancels all previous agreements and practices between the parties, both oral and written.
- 1.04 The Parties acknowledge the terms of the *Canada Labour Code (CLC)* per Section 88.1. For clarity, “Strikes and lockouts are prohibited during the term of a collective agreement” or as may be amended in the CLC. The Union undertakes not to cause or permit its Members to strike; nor shall any Employee take part in a strike or any kind of interference with, or stoppage, partial or total, of any of the Company’s operations during the term of this Agreement. The Company shall not lock out any Employee bound by this Agreement during the duration of this Agreement.
- 1.05 Should any part or provision of this Collective Agreement be rendered invalid by reason of legislation, such shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 2 – DEFINITIONS

- Agreement –** means the Agreement in effect, including amendments agreed upon and covered by letters signed by the Company and the Union.
- Base –** means a geographical location designated by the Company as a Base of operations, currently the Bases are YEG (Edmonton International Airport), YYC (Calgary International Airport), YZF (Yellowknife Airport) and YFB (Iqaluit Airport).
- Location –** means a work location(s) within a Base. Currently YEG is the only multi-location Base and includes YEG (Edmonton),

HZP (Horizon Airport), JHL (Albian Airport), and YFI (Firebag Airport). New Locations can only be created through mutual agreement between the company and the Union.

- Company –** means Canadian North Inc. as represented through Officers and Management at various levels or their delegated representatives.
- Date of Hire –** means the first day an employee is on the Company’s payroll.
- Status –** means whether an employee is full-time or part-time
- Employee –** means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.
- Full Time Employee –** means an employee who has been so classified by the Company and who is working the standard hours as defined in Article 6.02 within this Agreement.
- Statutory Holiday –** means a Company paid holiday as defined in Article 12.01 within this Agreement.
- Part Time Employee –** means an employee who has been so classified by the Company and who is working less than the standard hours as defined in Article 6.02 within this Agreement.
- Position –** means a position held by an employee based on Qualification, including but not limited to, license classification/status, ACA classification/status, aircraft endorsements, aircraft/engine/ Location specific training, lead status and location.
- Qualification –** A skill or type of experience or knowledge certification that makes someone suitable to do a particular job or activity including any necessary approvals or authorizations.
- Shift –** means a scheduled period of time, as described in a Work Schedule within a twenty-four (24) hour period, for which an employee is required to work.
- Union –** means Unifor and its Local 2002.
- Vacancy –** means an unfilled position, as required and determined by the Company, within the scope of this agreement.

Work Schedule – means a projection plan of all employees' shifts with regards to days worked and days off, including shift commencement and termination times.

ARTICLE 3 – RECOGNITION

- 3.01 The Company recognizes the Union as the sole certified bargaining agent for Aircraft Maintenance Engineers of the Company working at a Base, as described on Certificate(s) No. 31846-C.
- 3.02 The provisions of this Agreement apply only to those employees employed within the territorial limits of Canada, and coming within the scope of this Agreement, defined under Article 3.01.
- 3.03 The Company will not schedule management employees to perform the duties of an Employee covered by this agreement at a Base, except where a situation requires immediate action which could not have been planned for nor reasonably predicted.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company and its affairs, and that the direction of employees is fixed exclusively in the Company.

ARTICLE 5 – RATES OF PAY

- 5.01 Rates of pay shall be determined by the employee's date of entry to the bargaining unit and subject to Article 9.10, provided the employee works the full progression period outlined below, or unless otherwise specified herein. Part Time Employees shall be required to serve the hour's equivalent (e.g. 12 months X 162.5 = 1950 hours) to receive rate of pay increase.

With mutual agreement between the Company and the Union, employees with relevant industry experience may be credited and start at the applicable rate.

5.02 The wages discussed in Article 5.03 are effective as of 01-Jan-2017 and will be paid retroactively to this date. This clause pertains only to those articles.

5.03 The following annual and hourly rates of pay will be increased during the term of the agreement as follows:

– 1% increase effective 01-Jan-2018

Apprentice Engineer	Annual	Hourly
No Experience, Diploma	38,247.69	19.61
1 year +	41,699.19	21.38
2 Year +	45,150.69	23.15
3 Year +	48,602.19	24.92
4 Year +	52,053.69	26.69
5 Year +	55,505.19	28.46
6 Year +	59,358.00	30.44

Aircraft Maintenance Engineers (AME)	Annual	Hourly
New License	59,358.00	30.44
1 year +	61,647.89	31.61
2 Year +	64,030.98	32.84
3 Year +	66,492.86	34.10
4 Year +	69,072.90	35.42

Lead AME	Annual	Hourly
New Lead	79,891.50	40.97
1 Year +	81,705.00	41.90

The following Aircraft Certifying Authority (ACA) premiums will be paid to those employees on the AME Scale above only while holding a valid ACA. For clarity, this premium will not apply to those employees on the Lead AME Scale or the Apprentice Engineer Scale.

Furthermore, these premiums may not be pyramided. For clarity, an individual with multiple ACAs will only receive one premium.

Authority	Premium
ACA 1 Premium, no run + taxi	\$ 1.05/Hour
ACA 2 Premium, run + taxi	\$ 2.15/Hour

At Company discretion, from time to time, Employees may act as a temporary lead and will receive a premium as set-out below for each hour worked as an Acting Lead. For clarity, this premium will not apply to those employees on the Lead AME Scale.

Acting Lead	\$ 2.20/Hour
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- 5.04 Employees working at Locations north of Edmonton for periods in excess of twenty-four (24) hours will receive a premium as set-out below for each full twenty-four (24) hour period. For clarity, this currently includes the following Locations: YZF, YFB, JHL, YFI, HZP.

Per 24 hour period in YFB	\$ 150
Per 24 hour period, other than YFB	\$ 100

- 5.05 Employees at YZF Base and YFB Base shall be credited with additional hours to their Time Bank, as described under 6.13, based on completed years of company service. These hours will not be eligible for pay-out other than to keep wages whole while taking time off work during the year in which they are credited.

The Time Bank maximum limit described in 6.13 (d) may be exceeded only for the purpose of crediting these hours to the Time Bank, and the Employee will not be entitled to bank any time in to the Time Bank until such a time that the Time Bank has been reduced below fifty (50) hours. No carry-over will be allowed year to year for any hours in excess of fifty (50) in the Employees Time Bank.

Completed Length of Company Service	Hours
0 to 1 years	Proration of 10.6 hours
1 to 2 years inclusive	10.6 hours
3 to 9 years inclusive	15.9 hours
10 to 19 years inclusive	21.2 hours
20 or more years	26.5 hours

- 5.06 Northern Travel Allowance

Employees who are residents of Yellowknife or Iqaluit will receive a Northern Travel Allowance as below. Employees receiving NTA will not be eligible for per diems as described in Article 5.07 below while working in the Location of their residence.

Bi-Monthly Amounts for Full Time Employees

	Married	Single
Residing in YZF	\$ 389.33	\$ 233.58
Residing in YFB	\$ 556.17	\$ 333.71

Hourly Amounts for Part Time Employees

	Married	Single
Residing in YZF	\$ 4.78	\$ 2.87
Residing in YFB	\$ 6.82	\$ 4.09

5.07 Per Diem

The following per diems will be paid when employees are working away from their Base and meals are not provided.

Time away from Base	In YFB	Elsewhere
2-5 hours	\$ 20	\$ 15
5-10 hours	\$ 40	\$ 35
10-24 hours	\$ 75	\$ 65

Employees of YZF Base and YFB Base will also receive per diem while working at their Base, provided they do not also receive NTA per 5.06 above. These per diems will not be paid to YZF Base and YFB Base employees while traveling to/from the Base prior to or after their rotation.

For clarity, an Employee working a fourteen (14) day rotation in YFB will receive a daily per diem of \$75 for fourteen (14) days equal to \$1,050 total.

- 5.08 (a) Employees whose current hourly rate is in excess of that specified under Article 5.03, inclusive of ACA premium, on the date of ratification, will not suffer a pay reduction at the time of ratification due to pay scale differences. Instead they will be kept at their current rate and will not receive rate of pay increases until such time as they achieve a higher rate under this grid.
- (b) The foregoing will not apply should an employee change their role at any time in the future or should their ACA status change and this change has the effect of decreasing their rate of pay. Instead their current rate of pay shall be adjusted by the applicable amount.
- (c) The following example is included for clarity. A 4+ year AME with ACA 1 is entitled to an hourly rate of \$36.47 per Article 5.03.

- If an employee meeting these criteria has a current hourly rate of \$37.00, they would maintain a rate of \$37.00 until such time as they achieved a higher rate of pay under Article 5.03. For example, if their ACA status was changed to ACA 2 their rate of pay would be adjusted to \$37.57 pursuant to Article 5.03.
- If the same employee earning \$37.00 ceases to hold a valid ACA, their rate of pay would be adjusted down by \$1.05 to \$35.95. In this case the new rate of pay would be \$35.95 despite an entitlement of \$35.42 under Article 5.03 and the provisions of 5.08 (a) would continue until such time as the employee achieved a higher rate of pay.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

- 6.01 The standard hours of work shall be based on an average of thirty-seven and one half (37.5) hours per week (exclusive of a meal period) over a period not to exceed thirteen, (13) weeks. The hours of service in this Agreement do not constitute a guarantee of minimum hours of work per day, or per week, or per month.
- 6.02 Full-time employees will be scheduled to an average of thirty-seven and one half (37.5) hours per week over a period not to exceed thirteen (13) weeks.

The Company will schedule Part-time employees to an average of twenty (20) hours per week over a period not to exceed thirteen (13) weeks. Where work requirements do not permit such scheduling, the Company may schedule employees for less than twenty (20) hours per week. Part time Employees will work a set schedule, such schedule will not be changed for the sole purpose to avoid overtime for regular full-time employees.

- 6.03 Work Schedules
- (a) Shift schedules will be developed by the Company as follows:
 - (b) Employees may provide input into the shift schedule as long as it meets the manpower and scheduling requirements of the location.
 - (c) The Company will determine the staffing requirements at each location and will design a shift schedule and review it with the local

Union representative. The meeting will normally commence at least twenty-one (21) days prior to the implementation of the schedule.

- (d) The Union may propose an alternative schedule within five (5) days, including alternative shift assignments. The Company will not unreasonably refuse to implement a proposed alternative schedule that meets its manpower, operational and scheduling requirements.
- (e) Schedules will be posted a minimum of fourteen (14) calendar days prior to implementation. Employees will be given a minimum of four (4) calendar days to submit their shift preferences and assignments will be finalized seven (7) days prior to their effective date.
- (f) Shift schedules away from Location YEG and Location YYC will be based on rotation into the Location, and the daily hours of work will be based on requirements according to the flight schedule of the day which may change on a day to day basis. For clarity the other provisions of Article 6.03, 6.06, and 6.11 do not apply to these Locations.
- (g) If an Employee chooses to live away from their Base, they will be required to travel to/from the Base in order to report for Duty per the applicable schedule. Travel time will not be considered part of the scheduled hours of work and will not be paid by the Company. The company will provide transportation from Edmonton or Ottawa to Iqaluit and Yellowknife Bases. Those currently travelling from Calgary at the time this Agreement is ratified will have their Calgary Transportation benefit grandfathered.

6.04 Rest Breaks: One (1) fifteen (15) minute paid break will be provided for each completed four (4) hour continuous block of work during a shift. Rest breaks should be taken in a manner which does not defeat the purpose of providing rest breaks. These breaks will be taken subject to operational requirements.

Meal Breaks: One (1) thirty (30) minute unpaid meal break will be provided for each shift exceeding four (4) continuous hours.

6.05 Where operational requirements dictate non-permanent changes to the schedule, employees will be provided with at least three (3) calendar days' notice of a shift change and not less than fourteen (14) days' notice of a change of days off. Such changes will not create overtime unless the provisions of article 6.01 are met. These limits may be reduced by mutual agreement between the affected employee and the Company. Where

more than one employee is working the same shift, the shift change will be offered in order of seniority to those employees working the same shift who possess the necessary Qualifications as determined by the company provided that the change does not result in overtime which could otherwise be avoided.

6.06 All work schedules will contain periods of not less than eight (8) consecutive hours off duty between a shifts termination and the commencement of the next shift. For Locations other than YEG and YYC refer to Article 6.03(f).

(a) If an employee is unable to receive the rest period due to an overtime draft, the employee may, with mutual agreement from the Company, choose:

(i) to report for their next shift as scheduled and be paid the overtime rate for hours falling within the eight (8) hours rest period,

Or else the following will apply:

(ii) to report for duty after the required eight (8) hour rest period with no loss in pay for the regular shift. The Company may require the employee to fulfill the total number of hours scheduled for the day. The employee will be paid overtime rates for the hours falling outside their scheduled shift.

(b) Employees who shift trade under Article 6.08 will not be eligible for the provisions of (a).

6.07 In the event that an employee is injured during the performance of his duties and as a result is unable to complete his shift, he shall receive compensation for the entire shift.

6.08 Shift Trades

Employees may arrange for another employee to work their shift subject to the following conditions:

(a) The employee covering the shift must be qualified and capable of performing the work.

(b) A shift trade request form will be provided to management in writing or electronically at least twenty four (24) hours in advance, and will be signed by the employees involved. Employees shall advise their

Manager/Supervisor in advance of cancellation of a shift trade. Once the request has been approved by the Company the employee(s) involved shall assume full responsibility for the shift for which they have agreed to work. Such approval will not be unreasonably withheld.

- (i) Any scheduled hours of traded shift, which result in an excess of 37.5 hours in a calendar week for the employee who works the shift, will be paid at straight time.
 - (ii) An employee's ability to trade shifts is not intended to allow employees to be absent from the work place for extended periods of time nor to take alternate employment.
- (c) In the absence of a Manager a designate will be appointed by the Company to approve shift trades.
 - (d) All applicable work time credits, overtime, time bank, pension, benefits and sick leave provisions, for the scheduled duration of the shift, will be credited to the employee who actually works the shift.
 - (e) The employee originally scheduled to work will forfeit all applicable credits and provisions for the duration of the shift. Scheduled hours may be deducted accordingly from a full-time or part-time employee's pay when the hours are not worked elsewhere within two (2) pay periods.
 - (f) Employees are able to use their time bank to offset the potential impact to their earnings that they experience as a result of Positive Pay when they have elected to shift trade and the hours traded are not worked back elsewhere within two (2) pay periods.

6.09 Overtime

Overtime requirements will be determined by the Company, and will only be paid to the Employee if previously approved by the Company, except in cases of emergency or when prior authority cannot be obtained for a continuous operation. If an employee has not made reasonable efforts to receive approval before working overtime, the Company will not be obligated to approve the overtime.

6.10 Employees who work in excess of the standard hours of work shall be paid overtime for that additional time at the rate of time and one half (1½ X) their hourly rate.

- 6.11 Employees called to work on a scheduled day off, or called back for work following completion of their shift will receive payment for the greater of actual time worked, or a minimum of four (4) hours. If these hours qualify as overtime, they will be paid at time and one half (1½ x). Where the minimum is paid, the employee may be required to work the corresponding hours. For Locations other than YYC and YEG refer to Article 6.03(f).
- 6.12 (a) Overtime shall be voluntary except where operational requirements dictate or for the purpose of job continuance. Where the Company must draft an employee to work it will be in inverse order of seniority of those on shift that possess the required Qualifications unless operational requirements dictate otherwise providing the employee will receive their rest period as per Article 6.06.
- (b) When the Company is able to assign overtime in advance, the Company will endeavour to offer the overtime based on seniority and overtime log book status order to the employees on the work schedule who possess the Qualifications required as determined by the Company and who have indicated their desire to work overtime. If there are no employees that meet this criteria, the provisions of 6.12 (a) will apply. Employees who wish to accept voluntary overtime on a day off will indicate this in the overtime log book.
- (c) Overtime will be computed and paid or banked to the nearest fifteen (15) minute interval. Overtime opportunities will be tracked and posted at the base monthly.
- (d) New employees to the location will be credited with average hours for the purpose of the overtime log-book order.
- 6.13 Time Bank
- (a) The Company will continue the present practice of allowing employees the option to bank Overtime for the purpose of taking paid time off. All time off must be approved by the Company.
- (b) Banking of overtime will be on the basis of one and one half (1 ½) or for each hour of overtime. For example, an employee who works and submits two (2) hours overtime will have his/her bank credited with three (3) hours.
- (c) Following the vacation bid, bank time will be awarded on a first come first served basis.

- (d) The maximum number of hours in the Time Bank shall not exceed fifty (50) hours at any given time.
- (e) Upon request, employees may be paid out for hours banked under these provisions and such hours will be paid at straight time rates.

6.14 Training

- (a) The Company will continue to explore all approved methods available in order to reduce the amount of out of base training.
- (b) Should out of base training be required, travel time, if required, between the employee's base and the location of the training session, shall be considered as time worked. All travel will be paid at straight time rates. For example, if training is in YEG or YYC, the Company will pay for the Employee to travel from YOW/YZF to those locations or vice versa. For further clarity, if someone lives in the vicinity of YEG but is YFB based, they would not be paid travel time/expenses if the training is in YEG.
- (c) Every reasonable effort will be made to hold training sessions during an employee's regularly scheduled work days. Operational and training schedules may not always allow this to happen. Where this is not achievable, Article 6.05 will apply.
- (d) Travel time for training away from the Base shall include thirty (30) minutes for airport check-in.
- (e) Employees must be available for training. If for extenuating circumstances beyond the employee's control (i.e death in family or other major life event) the employee cannot attend training, the Company will endeavor to train the employee at a later date based on operational requirements.

6.15 The company will not exceed a percentage of 15% Part Time Employees to Full Time Employees in the bargaining unit as a whole. This percentage may be increased by agreement between the Union and the Company.

ARTICLE 7 – PROBATION

7.01 All new Employees shall be required to serve a probationary period. Employees shall serve a probationary period of six (6) months active employment at work; which may be extended up to twelve (12) months

by mutual agreement with the Union, which will not be unreasonably withheld. No Employee shall be required to serve more than one (1) probationary period.

During the probationary period a probationary Employee shall be regarded as coming within the scope of this agreement.

- 7.02 The Company reserves the sole right to make decisions regarding the termination or retention of an employee at any time during their probationary period.
- 7.03 If a probationary employee is terminated or is not retained during the probationary period, the probationary employee may file a grievance but under no circumstances shall the grievance be processed beyond Step II in Article 14.08 of the Collective Agreement. The answer of the Company at Step II shall be final and binding and shall not be reviewed by any Arbitrator.

ARTICLE 8 – SERVICE & SENIORITY

- 8.01 COMPANY SERVICE means the length of service with the Company or its predecessors and shall commence from the most recent date of hire to the Company or its predecessors.
- 8.02 BARGAINING UNIT SENIORITY AND SENIORITY means the length of service within the bargaining unit and shall commence from the most recent date of entry into the bargaining unit.
- 8.03 Seniority lists shall be posted by March 1st of each year. Each employee of the Base will be permitted to notify the Company of any errors or omissions affecting her/his seniority provided that such notification is in writing. All requests for corrections will be actioned and finalized by the Company in consultation with the Union as soon as practicable. The corrected list shall then be posted.
- 8.04 As soon as possible following September 1st of each year, the Company will issue an addendum to the seniority list showing all those employees who were hired subsequent to the posting under Article 8.03. Any corrections to the addendum will be made in accordance with Article 8.03.
- 8.05 In cases where Employees were hired on the same day, the sequence of seniority shall be determined:

- (a) In the event that more than one employee has the same seniority date, the employee with the longer company service will be considered senior.
 - (b) In the event that employees were hired on the same day and have equal Company service, seniority will be determined by drawing lots.
- 8.06 Seniority of Employees at the Base shall be accrued and retained according to Article 9.10. and during:
- (a) Suspension without pay;
 - (b) A legal strike or lockout.
- 8.07
- (a) When an employee accepts a position within the Company that is outside the scope of this Agreement the employee shall continue to accrue seniority for a period of twelve (12) calendar months. If, during this period, there is a vacancy as defined in 11.08 the employee may return to the bargaining unit, subject to their seniority. An employee will be allowed to return with accrued seniority only once during the term of this agreement, except as outlined in Article 18.16.
 - (b) If the employee has not returned to a position in the bargaining unit prior to the expiration of the twelve (12) month period they will lose all accrued seniority.
 - (c) At the date of ratification of this initial agreement only, all employees within the Maintenance Department holding a valid AME license will be placed on the Seniority list with a Seniority date equal to their date of hire to a position within the Maintenance Department. Those employees currently in positions outside the scope of this agreement will be considered to have accepted an out-of-scope position on the date of Ratification as per article 8.07 (a) and the terms of this Article and Article 8.07 (b) shall apply.
 - (i) Those employees under Article 8.07(c) in positions outside the scope of this agreement will pay Union dues at 1.35% while they remain on the Seniority list.
 - (ii) At their discretion, the employees referenced under 8.07(c)i may elect to remove themselves from the Seniority List at any time and will no longer be required to pay Union dues.

- 8.08 An employee of the base shall forfeit all seniority and her/his employment shall be considered terminated if she/he:
- (a) Resigns, or is terminated for just cause;
 - (b) Is absent without leave for a period of three (3) or more shifts;
 - (c) Is not recalled prior to the end of the lay-off period;
 - (d) Fails to return from layoff under the recall procedure under Article 11;
 - (e) Retires;

ARTICLE 9 – LEAVES OF ABSENCE

9.01 Voluntary Leave of Absence

- (a) The Company may, upon written request and at its sole discretion, grant an employee a leave of absence without pay for a period of up to six (6) months. Extensions or leaves of a longer period may be granted by the Company, with mutual agreement from the Union.
- (b) Requests for Leaves of Absence will be considered by the Company in order of seniority among those at the base requesting a leave at time of granting.
- (c) Pay increments including vacation, Statutory Holidays, and sick leave progression shall be in accordance with Article 9.10.
- (d) While an Employee is on a leave of absence they will receive their vacation entitlement according to Articles 9.10 and 13. The Employees vacation pay may be reduced based on a percentage of their yearly wages in the calendar year in which the leave was taken.
- (e) Employees on a leave of absence will be required to pay both the Employer and Employee portion of their monthly benefits if they choose to maintain them during their leave. The Employee is responsible to apply to the Company's benefits provider for continuation of coverage.

9.02 Maternity, Parental and Child Care Leave

- (a) Maternity, Parental, Adoption and Child Care Leave without pay shall be given in accordance with the provisions of the CLC.
- (b) The employee must request the Leave of Absence in writing, no later than four (4) weeks prior to the Leave, accompanied by a medical certificate certifying pregnancy, and specifying the estimated date of confinement, the date she/he wishes to commence her leave, and an anticipated date of return to work.
- (c) An employee may request and shall be granted an additional unpaid leave of up to twenty-four (24) weeks of Parental Leave in accordance with the CLC.
- (d) In addition to 9.02 (c) above, the employee may request a further eleven (11) weeks to deal with Child Care responsibilities, provided such leave is in conjunction with the twenty-four (24) weeks of Parental Leave.
- (e) When an employee commences legal proceedings under the laws of a Province or Territory to adopt a child or obtains an order under the laws of a Province or Territory for the adoption of a child, that employee is entitled to, and shall be granted a leave of absence from employment of up to thirty-five (35) weeks commencing on the day the child comes into the employee's care.
- (f) Employees on a Maternity, Parental or Child Care leave will receive their vacation time entitlement according to Article 9.10 and Article 13, but will receive reduced vacation pay based on a percentage of their yearly wages in the calendar year in which the leave was taken. Seniority will accrue during leaves taken under this article.

9.03 Jury Duty

- (a) Employees subpoenaed for jury duty will be granted time-off with pay for the duration of that jury duty, provided they remit to the Company any compensation received from the court, with a copy of the subpoena.
- (b) Employees required to attend court, an investigation, or coroner's request as a witness, or as a result of cases arising out of his/her employment with the Company will be granted time off with pay provided they remit to the Company any compensation received from the court, with a copy of the subpoena.

9.04 Bereavement Leave

When a death occurs in the immediate family of an employee, the employee shall be entitled to bereavement leave without loss of pay as follows:

- (a) Death of spouse, common-law spouse or child – one shift rotation to a maximum of five (5) working days immediately following the date of death.
- (b) Death of immediate family member other than spouse or child – one half shift rotation, rounded up to the nearest whole day, to a maximum of three (3) working days immediately following the date of death. For the purpose of attending the funeral, upon request, these days may be moved to a time which shall include the funeral date.
- (c) For the purpose of this agreement, spouse shall also mean common-law or same-sex partner.
- (d) In cases where a death occurs during an Employees vacation, the employee will be considered on bereavement leave for the entitlement period and the affected vacation will be carried forward.
- (e) Pay increments including vacation, Statutory Holidays, and sick leave progression shall be in accordance with Article 9.10.

Immediate family is defined as the spouse (including common-law), children of employee and/or spouse, parents of employee or spouse, grandparents of employee or spouse, sisters and brothers of employee and spouse, and grandchildren of employee or spouse.

9.05 Compassionate Leave

Where there are circumstances which place an employee under severe strain and a temporary leave of absence is requested, every attempt will be made to accommodate the employee where possible. Compensation, if any, during this leave will be determined by the employee's Manager in consultation with the Human Resources Department. Compassionate leave will be handled as per CLC and Article 9.10.

9.06 Union Business

An employee elected or appointed to a full-time position with the Union, necessitating a leave of absence, will be granted that leave without pay subject to company approval; such approval will not be unreasonably

withheld. Requests for such leave shall be made at least thirty (30) days prior to commencement. The Company shall receive at least thirty (30) days' notice of the employee's return to work. The Employee may decide at his/her discretion to apply to the Company's benefit provider for "continuation of group benefits" or "continuation of coverage". The approval of such continuation is at the discretion of the benefit provider and all cost associated will be borne by the Employee.

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9.10 Leaves Quick Reference Guide

TYPE OF LEAVE	DURATION	SENIORITY	PAY INCREMENTS	VACATION ENTITLEMENT	STAT HOLIDAY	SICK LEAVE CREDITS
BEREAVEMENT (IMMEDIATE FAMILY)	PER ARTICLE 9.04	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
BEREAVEMENT (OTHER THAN IMMEDIATE FAMILY)	PER ARTICLE 9.04	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
COMPASSIONATE	UP TO 28 WEEKS	ACCRUE	ACCRUE	ACCRUE	MAINTAIN	ACCRUE
PERSONAL LEAVE WITHOUT PAY	NOT TO EXCEED SIX MONTHS	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
MATERNITY	UP TO 17 WEEKS	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
PARENTAL AND CHILD CARE LEAVE	UP TO 35 WEEKS	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
LEAVE TO AVOID LAYOFF	UP TO 3 YEARS	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
SICK LEAVE	5 DAYS SICK LEAVE	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE
STD	UP TO 17 WEEKS	ACCRUE	ACCRUE	ACCRUE	MAINTAIN	MAINTAIN
LTD	17 WEEKS AND UP	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
WORKERS COMPENSATION	NOT SPECIFIED	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
LAYOFF	NOT SPECIFIED	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
UNION LEAVE	MORE THAN 30 DAYS	ACCRUE	MAINTAIN	MAINTAIN	MAINTAIN	MAINTAIN
UNION LEAVE	LESS THAN 30 DAYS	ACCRUE	ACCRUE	ACCRUE	ACCRUE	ACCRUE

ARTICLE 10 – TRANSFERS, CHANGE OF CLASSIFICATION

10.01 The employer shall post all vacancies falling within the scope of this agreement. Internal candidates wishing to change Base or Location shall be given preference provided they meet the minimum Qualifications.

10.02 Temporary Vacancies

(a) Where temporary vacancies within the scope of this Agreement are created at the discretion of the Company, they will be for a period of six (6) months or less, except in the case of coverage for the following, where the temporary vacancy shall be for the duration of the absence of the affected employee:

(i) Maternity, Parental, or Child Care Leave;

(ii) Authorized leave of absence in excess of six (6) months;

(iii) Absence on Weekly Indemnity or LTD or STD;

(iv) Absence on Workers Compensation.

(b) Temporary vacancies will be offered by seniority to Qualified employees in the following order:

(i) Employees who are laid off and have recall to the position;

(ii) Active Employees;

(iii) New hires.

Note: Employees will have the right to refuse temporary assignments.

(c) Where the temporary position within the scope of this Agreement, not covered by the exceptions listed above, extends to six (6) months plus a day, and the parties have not mutually agreed, in writing, that this position may be extended, the Company must either immediately cancel the temporary vacancy and return the employee working the temporary vacancy to their previous position, or declare a permanent vacancy with the incumbent temporary employee having no prior claim or preference to the position.

10.03 Mutual Exchanges

Employees may request to make a mutual exchange of positions, subject to the approval of the Company and the President of the Local Union or designate.

- (a) (i) The employees involved must have the required Qualifications as determined by the Company to perform the duties of the position.
- (ii) The exchange will not result in additional costs for the Company.
- (b) Mutual exchanges will be approved in seniority order after the provisions of 10.03 (a) have been met.

ARTICLE 11 – STAFF REDUCTIONS AND RECALL

11.01 REDUCTION OF STAFF

When the Company determines that there is to be a reduction of staff at a Base, it will be in inverse order of seniority within the status at the Base, according to the procedure in 11.02. Notwithstanding the preceding, for staff reductions of less than thirty (30) days, the Company may reassign employees as required.

At such time the Company will provide a seniority list that has been updated within the last thirty (30) days prior to the lay-off, to all employees.

- 11.02 Employees that could be affected will be provided their options and will submit a preferential bid, within seven (7) days of notification of the reduction, indicating their preferred position if their current position cannot be maintained. All permanent or temporary positions shall be filled in accordance with seniority, provided that all minimum qualifications, performance requirements and aircraft type specific qualifications are met for that base.

Only an employee who is displaced may, according to his bid as submitted above:

- (i) Bump into a position, at the same or lower classification, according to his bid as submitted above.
- (ii) Accept layoff status;

- 11.03 If, as a result of a bump, training is required in order that the employee can perform the duties required of the new position the Company will train the employee within a reasonable time.
- 11.04 Any employee who accepts a new position shall be required to report to her/his new position within twenty-one (21) calendar days following the date of acceptance of her/his choice of options. The timelines in this Article may be reduced upon mutual agreement by the Company and the Employee.
- 11.05 (a) If an employee who has received notice of a reduction of staff does not advise the Company of her/his choice of options under Article 11.02, she/he shall be deemed to have accepted lay-off status.
- (b) If an employee does not elect to exercise her/his displacement privileges in accordance with Article 11.02, she/he will forfeit such displacement privileges.
- 11.06 An employee on layoff shall notify HR, in writing, of all changes to her/his address, telephone number and email address with the Company.
- 11.07 The Company will consider requests for Leaves of Absence at an affected Base in order to avoid the layoff of other employees.

Prior to implementing any staff reduction outlined in Article 11.01, 11.02 the Company will solicit for voluntary Leaves of Absence, as part of the bid submission of Article 11.02, in order to mitigate laying off employees. The Company and the Union shall work together to explore mitigation programs that may mitigate lay-offs or the allocating of Leaves of Absences.

- 11.08 RECALL PROCEDURE: When a vacancy occurs within a classification at a Base, and the Company deems the vacancy is required to be filled, the following sequential procedure will be used until the vacancy is filled:
- (a) Full-Time Vacancies:
- (i) Accept bids from each employee, including those currently on layoff, as per section 11.02 and fill positions in accordance with Seniority and subject to Qualification as in 11.02-11.05 above.
- (ii) If an employee on Lay-Off is awarded a position they will be given a recall notice. Within three (3) consecutive business days of receipt of the recall notice, the Employee shall notify the

Company as to whether he accepts or waives the notice of recall. The Employee shall have been deemed notified upon receipt of his registered letter.

- (iii) Offer the vacancy to another candidate that is external to this Agreement that meets the Qualifications of the vacancy as determined by the Company.

11.09 The Company will endeavor to utilize employees on recall, in order of seniority, for the purpose of short-term job assignments. It is understood, that this is not a full recall, and once the job is completed, the Employee immediately returns to layoff status.

It is understood that this does not apply for assignments that are expected to be completed within (24) on-duty hours (actual hours worked on the assignment not including travel time or downtime).

This short term recall procedure does not apply to regularly scheduled maintenance visits to external MRO providers.

Refusal of recall of assignments that are finite in nature shall not result in forfeiture of recall rights.

Such recall shall be done on a seniority basis understanding opportunity must be accepted when offered or the next in order will be contacted.

- 11.10 (a) An employee who is on laid off status shall be eligible for recall for a maximum of three (3) years, and Article 9.10 will apply during this period.
- (b) Should an actively working employee refuse a recall to her/his former Status and Base, she/he shall lose all right of recall to that base.
- (c) If an employee is currently on lay-off, and refuses a recall to her/his former Status and Base, she/he will be considered as having resigned from the service of the Company, with loss of seniority rights and privileges.

11.11 Severance

- (a) After twelve (12) consecutive months on lay-off, if an employee has not been recalled, they may elect to terminate their employment and receive severance per Article 11.11(c) below.

- (b) If an employee on layoff is not recalled prior to the expiration of their recall rights per Article 11.10(a) they will receive severance per Article 11.11(c) below.
- (c) An employee who is entitled to severance will be paid one (1) week per completed year of service to a minimum of two (2) weeks and a maximum of sixteen (16) weeks.

11.12 Location Closure

- (a) Prior to the closure of a Location within the Base the Company shall provide the President of the Local with as much notice as possible, but in no event will such notice be less than thirty (30) calendar days, outlining the quantity, names, classifications and seniority of employees who will be affected and the expected date of the closure.
- (b) Employees employed at a Location which is to be closed shall have options as outlined in Article 11.02. Employees living in Yellowknife or Iqaluit will be eligible for one pass for each completed year of service at the YZF or YFB Base.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 The following 10 days are recognized by the Company as Statutory Holidays:

New Year's Day – January
Good Friday – March or April
Victoria Day – May
Canada Day – July
Civic Holiday – August
Labour Day – September
Thanksgiving Day – October
Remembrance Day – November
Christmas Day – December
Boxing Day – December

12.02 On January 1st of each year employees will be credited with ten (10) days to their Stat bank. For clarity, the number of hours credited will depend on the shift length for which an Employee is normally scheduled. If an Employee is normally scheduled to work ten and seven tenths (10.7) hours per day, their Stat Bank will be credited with one hundred and seven (107)

hours, but if an Employee is normally scheduled to work seven and one half (7.5) hours per day, their Stat Bank will be credited with seventy-five (75) hours.

At the company's discretion, an Employee may instead be given each Statutory Holiday off with regular pay. If a change is to occur, this determination will be made at the beginning of the year prior to Stat days being credited to the Stat Bank. This clause will not apply to employees working at Locations other than YEG and YYC nor to employees working shifts other than five on/two off or four on/three off.

- 12.03 An Employee who is scheduled to and works on a general holiday will be entitled to receive:

His regular wages for the hours worked and an amount equivalent to one half (½) his hours worked.

- 12.04 A Part-time Employee who is not scheduled to work the statutory holiday will receive wages based on a calculation of 1/20 of the hours worked in the four (4) weeks prior to the week in which the statutory holiday falls within. If they are scheduled to work on the Statutory holiday, they will be paid at one and one half (1.5) their regular wages for the hours worked.

- 12.05 There will be no carry-over of hours within the Stat Bank from one year to the next.

- 12.06 Employees are only entitled to Stat Bank time for Holidays that occur while their employment is active or per Article 9.10. If an employee has used hours beyond their entitlement this will be reconciled on their last pay or at the end of the calendar year as appropriate.

- 12.07 All employees must complete thirty (30) calendar days of employment in order to be eligible for the provisions outlined in this Article.

ARTICLE 13 – VACATIONS

- 13.01 The vacation year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current vacation year will be taken in the same year.

- 13.02 (a) An employee shall be entitled to the following vacation periods and vacation pay based on their Company Service:

Completed Length of Company Service	<i>Vacation Period</i>	<i>Vacation Pay</i>
Less than 1 year	<i>Proration of 2 weeks</i>	<i>Proration of 4% of Annual Wages</i>
1 to 2 years inclusive	<i>2 weeks</i>	<i>4% of Annual Wages</i>
3 to 9 years inclusive	<i>3 weeks</i>	<i>6% of Annual Wages</i>
10 to 19 years inclusive	<i>4 weeks</i>	<i>8% of Annual Wages</i>
20 years or more	<i>5 weeks</i>	<i>10% of Annual Wages</i>

- (i) Annual Wages will mean Wages, as per the Federal Canadian Labour Code, for the calendar year during which the employee works.
 - (ii) A week of vacation for full time employees shall be defined as thirty-seven and one half (37.5) hours.
- (b) In the calendar year in which an employee attains three (3), ten (10) and twenty (20) years of service, vacation entitlement for those calendar years will be prorated based on her/his anniversary date from her/his date of hire. For purposes of prorating, an employee may only take paid vacation for whole earned days with the balance paid out in accordance with this article.
- (c) As an example of the foregoing, if an employee hired on July 1, 2001 attains three (3) years of service on July 1, 2004, her/his vacation period entitlement would be based on 6/12 of two (2) weeks and 6/12 of three (3) weeks to be taken in 2004. Incorporating the definition of one Week from above, this is equal to 93.75 hours.

Employees must bid vacation in blocks as defined by the company. Subject to operational requirements, employees entitled to prorated vacations shall have the option of taking the prorated vacation entitlement in pay in lieu or in a block of a rotation with a portion of the vacation covered by vacation pay and a portion taken as an unpaid leave or from their Time Bank.

- (d) Except as stated above, a full time employee shall receive their normal salary when vacation is taken. If the vacation pay entitlement as defined above is greater or less than the amount of vacation pay received the difference shall be reconciled within three (3) months of the end of the calendar year and paid to the Employee if owed, or Article 18.13 will apply.

- (e) Vacation entitlement earned but not taken may be carried-forward to the following year. The maximum allowable carry forward is 150% of an employee's annual entitlement (1.5 multiplied by the annual entitlement).
- 13.03
- (a) The Company will post a list of available vacation periods at the Base by November 1st of each year so that employees may select their vacation period for the upcoming year. The Company agrees not to embargo vacation periods without providing the reasons for such to the Union. Employees will be required to submit their choice of vacation period to the Company within two (2) weeks of the posting of the vacation list. The Company will post an approved list of approved vacation at the Base not later than December 1st.
 - (b) Vacation awards at the Base will be based on seniority subject to operational requirements as defined by the Company. Employees who have returned from a layoff or leave of absence, shall not be allowed to exercise their seniority and must select from available vacation periods.
 - (c) An employee may split their vacation entitlement into a number of blocks equivalent to their vacation week entitlement. In such a case, an employee's first preference will be in order of seniority, with the awarding of his/her subsequent preferences occurring only after all other employee have made their selections. These subsequent preferences will be awarded in order of seniority.
 - (d) Employees who fail to designate their choice of vacation dates prior to the times described in Article 13.03 (a) will be assigned dates by the Company after all other employees in that Base have been assigned.
 - (e) The Company's intention is to not adjust an Employee's awarded vacation. Only under exceptional circumstances and after all alternatives have been exhausted will an employee's assigned vacation be changed. The affected employee shall be granted equivalent vacation at a period of their choice as long as all operational requirements are met.
 - (f) Vacation periods which become available subsequent to the process in Article 13.03 (a) will be offered to employees according to the provisions of this Article.

- 13.04 An employee who is unable to commence her/his scheduled vacation period due to illness or injury may reschedule her/his vacation to a later available period.
- 13.05 Vacation dates will not be exchanged between employees without the prior approval, first by the Union, then by the Company.
- 13.06 Employees who leave the service of the Company for any reason are entitled to receive pay in lieu of accrued vacation. Their date of termination will not be extended beyond the last day worked.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.01 For the purposes 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 or alleged violation of this Agreement.

Step 1

Any employee who considered themselves aggrieved shall first attempt to obtain a satisfactory settlement from her/his Manager within five (5) days of the occurrence of the event or reasonable awareness thereof. An extension to this time limit may be granted and shall not be unreasonably withheld. The supervisor will render their decision within five (5) days.

Step 2

Where the employee feels that the result is not satisfactory, a grievance may be initiated in writing within ten (10) days of the decision of the employee's manager. The written grievance shall be presented to the Senior Line Manager.

The Company or the Union may initiate a general or policy grievance in writing on any difference concerning the interpretation, or alleged violation of this Agreement within fifteen (15) days of the occurrence or reasonable awareness thereof. An extension to this time limit may be granted and shall not be unreasonably withheld.

- 14.02 Any grievance not submitted within the prescribed time limits will be considered to have been abandoned and without recourse. An extension to this time limit may be granted and shall not be unreasonably withheld.

- 14.03 All grievances shall be signed by the grievor, or the Union Officer on her/his behalf, and specify in writing the following:
- (a) The nature of the grievance and the circumstances out of which it arose.
 - (b) The Article or Articles alleged to have been violated.
 - (c) The remedy or correction requested.
- 14.04 At any hearing held throughout these grievance procedures, the grievor(s) shall have the right to be represented by an employee of the Company or a duly accredited representative(s) of the Union.
- 14.05 Upon request of either party, the other party shall provide the requesting party with copies of all documents relevant to the grievance to the extent it is practical and reasonable to do so.
- 14.06 Once a grievance has been initiated at Step 2 the following limits shall apply:
- (a) A hearing shall be held within ten (10) days upon receipt by the Company of a written notice of grievance.
 - (b) All decisions shall be rendered within ten (10) days of the hearing and shall be communicated in writing to all parties concerned.
 - (c) Grievance appeals shall be lodged in writing within ten (10) days of receipt of the decision.
 - (d) Time limits will be exclusive of Saturdays, Sundays and General Holidays and may be extended by mutual agreement in writing. Such extensions shall not be unreasonably withheld.
 - (e) Any grievance decision not appealed by the Union or the Company within the relevant time limits, except where the time limits have been extended by mutual agreement, shall be final and binding on the parties concerned, however it will be considered without prejudice.
 - (f) The Company and Union shall make every effort to reply within the relevant time limits. Any grievance decision not rendered by the Company or Union within the relevant time limits, except where the time limits have been extended by mutual agreement, shall be automatically advanced to the next step.
- 14.07 Any grievance not resolved may be referred to Arbitration, in accordance with Article 16.

ARTICLE 15 – DISCIPLINE AND DISCHARGE

- 15.01 No employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the employee will take place prior to disciplinary or discharge action being taken.
- 15.02 The Company will advise an employee of the reason for any discussion regarding an investigation which could lead to discipline or discharge. The Company will offer an employee the right to have the presence of a duly accredited representative(s) of the Union. Should there be difficulty in obtaining a Union representative, the Union will be allowed a reasonable period of time to rectify the situation prior to proceeding with either the investigatory hearing or disciplinary action provided any delay does not jeopardize the investigation or add to the Company's cost.
- 15.03 An employee who has been disciplined or discharged may file a grievance in accordance with Article 14. However, by mutual agreement between the Company and the Union, grievances under the provisions of this Article may proceed directly to Step Two of the Grievance procedure or to Arbitration.
- 15.04 Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service pending investigation for a maximum of seven (7) days to provide the Company with sufficient time to investigate and consider all factors. In such a case, the employee's pay shall not be adjusted until a decision has been made by the Company.
- Where disciplinary or discharge action is taken, the suspension will not be served until the grievance procedure has been exhausted.
- 15.05 When disciplinary or discharge action is taken by the Company, the employee will be advised in writing, together with the reasons therefore, with a copy to the District Chairperson and Headquarters.
- 15.06 Disciplinary documents will be removed from an employee's file(s) and considered inadmissible as evidence in any disciplinary proceedings after one (1) year, provided one (1) year has elapsed without further disciplinary action.
- 15.07 In the event that discipline or discharge is modified through either the Grievance or Arbitration procedures, the original advice shall be removed from the employee's personnel file, and replaced with the modified advice where the employee is not completely exonerated.

ARTICLE 16 – ARBITRATION

- 16.01 Notice of Intention to proceed to Arbitration shall be made in writing to the Director, Maintenance or his designated representative within fifteen (15) calendar days of the decision at Step 2 of the Grievance Procedure. Following a further ten (10) day grace period, should the Notice of Intention not be submitted, it will be considered to have been abandoned and without recourse. Extensions to the above time limits may be requested and shall not be unreasonably withheld.
- 16.02 An Arbitrator, selected jointly by the parties, will be named within fifteen (15) calendar days of receipt of the Company's or Union's final decision. If the parties are unable to agree on the choice of Arbitrator within fifteen (15) calendar days of the notice of intent to arbitrate, either party may request the Minister of Labour to name the Arbitrator.
- 16.03 Following the appointment of an Arbitrator in 16.02, the Arbitrator shall meet and hear evidence of both parties and render a decision within thirty (30) days thereafter.
- 16.04 The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.
- 16.05 The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 16.06 The Arbitrator shall establish his own procedure consistent with the requirements of natural justice.
- 16.07 At any Arbitration procedure, the Union and the Company shall have the right to be represented by any person(s) whom they choose or designate.
- 16.08 At any hearing(s) held throughout the Arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay, subject to operational requirements and space available travel on Company flights, in accordance with Company policy. Expenses and lost time of witnesses and representatives for either party shall be borne by that party. Time off will not be unreasonably withheld.
- 16.09 The compensation of the Arbitrator and expenses incurred by him shall be borne equally by the Company and the Union.

- 16.10 The Company and the Union may, by mutual consent, submit any matter under this Article to a Board of Arbitration for determination in accordance with the above procedures.

ARTICLE 17 – HEALTH AND SAFETY

- 17.01 The Company and the Union agree to promote and encourage safety practices that will ensure the safety and health of all employees, pursuant to the *Canada Labour Code* and current WHMIS Legislation. Employee representatives will participate in any scheduled Company Safety and Health Committee meetings. Each employee is encouraged to bring situations, which in his/her opinion represent a hazard, to the attention of the employee at risk and/or the Company.

17.02 Safety and Health Committees

Safety and Health Committees shall be maintained and/or established pursuant to the requirements of the *Canada Labour Code*. Employees shall be represented on the Committees through a representative appointed by the Union.

- 17.03 The Company shall post and keep posted the names and bases of all the members of the Safety and Health Committee in a conspicuous place or places where they are likely to come to the attention of the employees.

- 17.04 The Company shall offer basic CPR and/or First Aid Training on a volunteer basis. The number of individuals to receive the training will be based on operational requirements.

- 17.05 The Company shall provide a standard hearing protection for each employee.

- 17.06 Unifor Local 2002 National Health and Safety Coordinator shall have access to all work areas at the Base and staff covered by this agreement subject to all standard access and security requirements as defined by the Company.

- 17.07 The Company will pay for time off at straight time for related training for one Health and Safety Representative per Base where a Safety and Health Committee exist. up to a maximum of three (3) days per year. Training will not occur on days that employee is scheduled to work, unless approved by the company.

ARTICLE 18 – GENERAL

- 18.01 The Union shall notify the Company in writing of the names of its designated representatives and the district chairperson, and of any changes in the personnel thereof.
- 18.02 Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement. To be valid, a Letter of Understanding shall be identified by a heading and a number, and must be signed by representatives of both parties at the Headquarters level.
- 18.03 (a) The Company shall supply the Union, twice per year, as agreed between the parties, with a bargaining unit employee address list and a current seniority list, including employees at the Base not on active payroll, with the reasons for the absence.
- (b) The District Chairperson shall be notified of any new hires covered under this Agreement at the Base and be provided time not to exceed 1 hour within the Employees scheduled shift to orientate new employees with the Union.
- 18.04 System Union Management Committee meetings will be held as required between Union Headquarters and Company representatives. Topics for discussion shall not include matters submitted to the grievance or arbitration provisions of this agreement, except with the mutual agreement of both parties. The dates and duration of these meetings will be established by mutual agreement.
- 18.05 (a) Time-off for Union business will be granted at no cost to the Company, subject to the Company's operating requirements. Time off requests must be submitted a minimum of 14 days in advance to the Company. The Company will make all reasonable efforts to cover such requested time off shifts without incurring overtime, and will bill the Union for the coverage. In exceptional circumstances, the party's may agree to an alternate arrangement.
- (b) The Company will provide two (2) days per month paid time off for the District Chair person or their designate at straight time.
- (c) In the event an employee is offered a full time Union position, they will be granted time off according to section 9.10 and subject to Company approval; such approval will not be unreasonably withheld.

(d) The Company will recognize up to three (3) members of the bargaining committee. The bargaining committee wages will be kept whole while attending all meetings with the Employer. The bargaining committee may be accompanied by duly authorized representatives from Unifor.

18.06 Company will endeavor to provide transportation on Company operated Scheduled Service flights, subject to the Company's Pass Policy as follows:

Positive Space Passes – Collective bargaining meetings with the Company; meetings with the Company which are requested by the Company; maximum of two (2) for arbitration hearings; grievance hearings; meetings with the Company which are requested by the Union.

Space Available Passes – Other Union Business, pertaining to this Collective Agreement.

18.07 In the event that the Company changes ownership, or merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition in effect and/or the certificate issued by the *Canada Labour Relations Board* then in existence shall not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to protection of employees' seniority and other conditions of this Agreement. Failing settlement, the provisions of the *Canada Labour Code* will apply. Any confidential information shared with the Union in relation to change of ownership, merge with another Company, alter its corporate legal identity in any way whatsoever, including setting up of a subsidiary or combining with one (1) or more other airlines, sell or transfer its assets in whole or in part may be subject to Non-Disclosure Agreement (NDA) being executed by appropriate representatives of the Union.

18.08 The Company shall provide a bulletin board at each Base on which the Union shall have the right to post notices. The use of such bulletin boards shall be restricted to the business affairs of the Union. Posted notices will not disparage the company and are to bear the signature of a designated employee representative or a member of the Executive of the Local or National Union.

18.09 One copy of this collective agreement and any subsequent changes will be furnished to each employee within sixty (60) days of ratification of this Agreement. The size and method of producing the Agreement shall be agreed to by the Company and the Union, and the cost of printing will be shared 50/50 by the Union and the Company.

18.10 Technological change will be handled in accordance with the *Canada Labour Code*. The Company shall provide the Union with material pertaining to technological change which may be required to ensure that the fullest discussions will take place on matters affecting the employees in the bargaining unit.

18.11 Sexual and Personal Harassment

Purpose

To provide a work environment free of harassment for all employees which is supportive of the dignity, self-esteem and contribution of all employees.

To ensure all employees are aware of the seriousness with which the company views harassment. Harassment will not be tolerated by the company and confirmed incidents may result in disciplinary action, up to and including dismissal.

Process:

This process applies to all complaints where the complainant and the respondent (alleged harasser) are both Unifor Employees. However, in instances where a Unifor represented Employee is a complainant or a respondent in an alleged harassment matter that involves a non-Unifor Employee, a Union representative appointed by the Union will attend as an observer to the meetings.

Definition

“Harassment” means conduct in the workplace that creates an intimidating, threatening, coercive or hostile work environment such that:

- the individual’s work performance is impaired;
- the individual’s employment relationship is adversely affected; or
- the individual’s dignity or respect is denied.

Workplace harassment constitutes one or more of the following areas:

Conduct constituting personal harassment that targets:

- age,
- conviction for which a pardon has been granted,
- disability,
- marital or family status,
- political belief or affiliation,

- race, nationality or place or origin, colour,
- religion,
- sexual orientation,
- union membership.

Conduct constituting sexual harassment:

Sexual harassment may be any singular or repeated comment, gesture, contact, or conduct of a sexual nature, which is known or ought reasonably to be known to be unwelcome. Sexual harassment targets gender and may include pregnancy and childbirth. Such conduct is usually one-sided and coercive, may be overt or implicit, and may include the following examples:

- sexual innuendo (even perhaps in the guise of humour),
- touching or patting,
- sexually suggestive remarks or other verbal abuse about gender,
- demands for sexual favours,
- leering or compromising invitations,
- physical assault,
- implied or actual threats to the victim or his/her job,
- offensive materials or language whether written or visual such as graffiti or degrading pictures,
- placing a condition of a sexual nature on employment, rewards, avoidance of punishment, or opportunities for training, transfers or promotion.

Conduct constituting harassment that results in a poisoned work environment for the victim, such as:

- derogatory jokes,
- offensive literature,
- racial slurs,
- hazing or initiation activities,
- degrading comments,
- other activities that intrude upon a person's or group's dignity or that create an intimidating, hostile or offensive atmosphere.

Reporting of complaints:

Any employee who believes he/she is a victim of harassment is encouraged to report this matter. Such incidents should be reported to the Director of Human Resources or their assigned designate with a copy to the President of the Local. Retaliation in any form against a complainant or a witness to a case of harassment is unacceptable and will be subject to disciplinary action.

Resolution

Stage 1 – Informal Conflict Resolution

The informal conflict resolution process will not be utilized to investigate and resolve Human Rights harassment.

Any employee who believes they have a potential complaint of harassment should make their objection known to the alleged harasser and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for help of their local manager or Union Representative to facilitate a meeting between the parties. In an environment of confidentiality, the definition of harassment, and discuss various possible courses of action with the parties in order to resolve the matter quickly and appropriately. At any point the complainant, management or Unifor may decide to discontinue the informal process and escalate the matter to Stage 2.

While the informal conflict resolution process will not assign formal responsibility for the conflict, management may need to address inappropriate behaviour on the part of individuals involved in the dispute, and warn that future incidents of inappropriate conduct may result in discipline and the more formal investigation process of Stage 2. Stage 1 resolutions should be completed within two (2) weeks from the date of the initial complaint.

Stage 2 – Formal Investigation

If the matter remains unresolved, is a serious issue of personal harassment, or is an incident of Human Rights harassment, the complainant will make a complaint in writing in the form of an assigned letter to the President of the Local Union which will be forwarded to the Director of Human Resources or their assigned designate. The signed letter will contain sufficient detail to determine if the matter will proceed to a formal investigation. Should the conflict be between two (2) Unifor members, Unifor and the Company will each select an individual who will act as an investigator and will communicate the names of their designate to each other?

The Union and Company designates will then contact each other and arrange to conduct a joint investigation. At the beginning of the investigation the complainant's identity and the general nature of the complaint will be communicated to the alleged harasser (respondent). When the complainant and respondent are members of different bargaining units, the senior executive of the respondent's bargaining unit will be informed

by the Director of Human Resources or their assigned designate and will have the right to appoint an investigator to hear all evidence in the formal investigation.

If the matter remains unresolved at the completion of the investigation, a joint report will be prepared by the investigators. Where the preparation of a joint report is not possible, the investigators may submit separate reports in which case each will receive a copy of the other's report. A recommendation to resolve the complaint will be made by the Company investigator. The Union investigator may choose whether or not to submit a recommendation. The report will be submitted within fourteen (14) calendar days of the filing of the complaint. An extension of the time limit for submitting the report may be agreed between the Director of Human Resources and the President of the Local.

Within ten (10) calendar days of receiving the investigation reports the Director of Human Resources shall issue such orders as may be necessary to resolve the complaint. Summarizing the findings of the investigation (harassment has been or has not been substantiated), these orders will be communicated in writing to the complainant, the respondent and the President of the Local Union. At any time during the formal investigation process the Director of Human Resources may take measures to separate employees, if deemed necessary.

Appeals

Where any party to the investigation is not satisfied with the decision, a letter requesting a review of the decision will be sent to the Director of Human Resources within 14 calendar days of receipt of the decision.

The Director of Human Resources and the President of the Local will jointly review the decision. Where Unifor is not satisfied with the decision, the complaint will be referred to expedited arbitration with a single arbitrator. Agreement on the selection of the arbitrator and the dates of his/her availability to rule on this matter will not be unreasonably delayed or withheld by either party.

In cases of Human Rights harassment where the complainant is not satisfied with the final outcome of the process s/he has the right to seek redress under the *Canadian Human Rights Act*.

Where changes in the workplace are made necessary by demonstrated harassment, the harasser shall be subject to changes such as transfer or

reassignment, except where the complainant is transferred at his/her request.

Domestic Violence

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), an employee who is in an abusive or violent personal situation will not be subject to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This Article is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

18.12 Uniforms

- (a) Employee shall conform to the uniform standards established by the Company.
- (b) Prior to implementing a change in uniforms style or material, the Company will advise the Union.
- (c) The Union shall appoint one employee from the bargaining unit to provide input into decisions regarding cost, style or changes to the uniform. Ultimate decisions will be at the sole discretion of the company.
- (d) The Company will pay 100% of the cost of the required uniform as per the maintenance policy in effect as of the date of ratification.
- (e) Uniform items damaged as a result of normal usage while on duty, shall be repaired or replaced at the company's discretion.
- (f) Upon written request, the Company shall provide, free of charge, a maximum of two (2) additional shirts and two (2) additional pants for the required period of a pregnancy, which will be returned at the end of the maternity leave.
- (g) The Company will upon proof of purchase, reimburse the employee one hundred percent (100%) of the cost of safety boots to a maximum

of two hundred dollars (\$200) every twelve (12) months. If the safety boots are damaged due to normal wear and tear incurred at work, they will be replaced or repaired as required.

- 18.13 The Company reserves the right to make payroll deductions for overpayment or any monies owed to the Company. Prior to making such deductions the Company will notify the employee of the amount owing and discuss the repayment schedule. The minimum payroll deduction will be twenty-five dollars (\$25.00) per pay cheque over a twelve (12) month period except for a final balancing payment.
- 18.14 In this agreement, unless otherwise specifically stated, the feminine shall include the masculine or vice versa, and the singular shall include the plural or vice versa.
- 18.15 Crew Chief/Lead
- (a) Crew Chief/Lead AME's shall be responsible for directing the work of others while performing similar work. The duties of the employees will vary according to the work location. They shall have responsibility for work standards, instruction and direction of the employees for whom they are the lead. Crew Chief/Leads shall not be required to carry out formal discipline of employees covered by this Agreement.
 - (b) The decision to introduce, maintain or terminate a Crew Chief/Lead position will rest with the Company.
 - (c) Bids for a Crew Chief/Lead position will be accepted first from the employees at that Base. If there are insufficient qualified applicants as determined by the company, the company may award the position to any applicant, or employee from another location provided that this does not result in the layoff of another employee at the location where the vacancy is being filled.
 - (d) Seniority shall be the deciding factor as long as all Qualifications as determined by the Company are met.
 - (e) The Company shall determine the required hours of coverage and shift schedules of the Crew Chief/Leads in consultation with the incumbents.
 - (f) Except by mutual agreement, once a Crew Chief/Lead AME position has been accepted the employee shall remain in that position for at least twelve (12) months.

18.16 Training and Special Assignments

When the Company determines it requires employees covered by this agreement to administer training or perform special assignments, and the duration of such assignment is planned to be in excess of one month, the following will apply:

- (a) The Company shall provide the Union with the posting for the assignment which will include a list of duties and responsibilities for the position and the length of time the employee(s) is expected to be on assignment.
- (b) The positions will be posted and selection will be on the basis of seniority of those employees meeting the Qualifications determined by the Company.

18.17 Employees required to attend union management meetings and grievance meetings will not suffer any loss in pay. Such meetings will be held subject to operational requirements.

Correspondence

All communications to an employee involving any of the following shall be in writing and copied to the Union District Chairperson: shift alterations of fourteen (14) days or greater, lay-offs and recalls, leaves of absence, transfers, changes of classification, promotions, demotions, terminations, additionally all correspondence under Article 14 and Article 15 shall be copied to the Union District Chairperson.

18.18 The employer will provide training within a reasonable time period to ensure that a ratio of at least 1 certifying AME per 1 non-certifying AMEs for the bargaining unit as a whole. For the purpose of this calculation, all qualifications of a certifying AME must be met and maintained by the Employees.

ARTICLE 19 – COMPANY BENEFITS

- 19.01 (a) All employees shall be covered by the Company’s Sick Leave, Weekly Indemnity (STD/LTD), Group Insurance according to the terms of these Plans and as described in the Employee Policy Manual.
- (b) Premium cost share arrangements, effective upon ratification of this agreement, shall be maintained.

- (c) Benefits provided under the terms of the above Plans will not be amended without the consultation of the Union. Insurance carriers may be changed at the discretion of the Company provided comparable benefits are maintained.
- (d) Where Provincial Medical Coverage is not provided for by legislation, the cost of such coverage shall be borne 60% by the Company and 40% by the employee.
- (e) During the first month of every quarter of each year, employees will have the ability to transfer money from their time bank into their Company Pension Plan as an extra voluntary contribution. Such transfers shall be made pursuant to the requirements of the applicable pension plan and the Income Tax Act.
- (f) Notwithstanding the above, the benefits and cost-sharing arrangements of these plans shall not be less than other Company personnel.
- (g) The company Pension Plan contribution level shall be 4% from the company and a minimum of 4% from the employee for those employees who meet the following requirements:

Full Time Employees with six (6) months or more of service with the employer.

Part Time Employees with twenty-four (24) months or more of service with the employer who elect to participate in the company plan.

Nothing provided here shall over-ride or limit the provisions of the company pension plan as described within the Employee Policy Manual.

ARTICLE 20 – DUES DEDUCTION

- 20.01 The Company shall deduct on the payroll for each pay period, as per the Company's designated payroll periods, from wages due and payable to each employee, coming within the scope of this Agreement, an amount equivalent to the dues of the Union; subject to the conditions set forth herein.
- 20.02 The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not be changed during the term of the

Agreement except to conform with a change in the amount of regular dues of the Union in accordance with its Constitutional provisions.

20.03 Membership in the Union will be a condition of employment for those employees covered under the scope of the agreement.

20.04 Deductions shall commence on the first applicable pay period following an employee's first date of service within the bargaining unit covered by this Agreement.

20.05 If the wages of an employee payable for any pay period are insufficient to permit a full deduction of dues, no such deduction shall be made from the wages of such employee by the Company in that pay period. The Company shall not, because the employee did not have sufficient wages payable in any pay period, carry forward and deduct from any subsequent wages the amount not deducted on an earlier pay period.

20.06 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union not later than thirty (30) calendar days following the last pay period in the month in which the deductions were made.

20.07 The Company shall not be responsible financially or otherwise, either to the Union or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this section shall terminate at the time it remits payment to the Union.

20.08 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 Section of this Agreement, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, 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.

20.09 Paid Education Leave

The Company agrees to pay into a special fund established by the Union, one thousand (\$1000) per year for the purposes of providing paid educational

leave. Such monies will be paid into a trust fund established by Unifor and sent on February 1st of each year by the Company to the following address: Unifor, PEL Training Fund, 205 Placer Court, Toronto, ON, M2H 3H9.

The Company agrees to pay two-hundred and fifty (\$250) dollars per year into a "Social Justice Fund" established by the National Union. Such monies will be paid into a trust fund established by Unifor and sent on February 1st of each year by the Company to the following address: Unifor, PEL Training Fund, 205 Placer Court, Toronto, ON, M2H 3H9.

ARTICLE 21 – COMPANY SICK LEAVE PLAN

21.01 Full Time Employee

Sick leave shall mean the period during which an Employee is unable to report for duty as a result of illness or injury. The Company will provide a Sick Leave Plan with the following conditions:

- (a) Three (3) months full-time continuous service is required to be eligible.
- (b) Ninety (90) working hours are provided each calendar year, with a carryover of unused sick hours to a maximum of one hundred thirty five (135) hours. These allotted hours are subject to article 9.10
- (c) Covers the first five (5) working days of absence at 100% of normal salary.
- (d) Newly hired AME's shall be credited with a proration of ninety (90) hours on completion of three (3) full months on payroll.

21.02 Part Time Employee

- (a) Three (3) months full-time continuous service is required to be eligible.
- (b) Forty-Five (45) working hours are provided each calendar year, with a carryover of unused sick hours to a maximum of sixty seven and a half (67.5) hours. These allotted hours are subject to article 9.10
- (c) Covers the first five (5) working days of absence at 100% of normal salary.
- (d) Newly hired AME's shall be credited with a proration of forty-five (45) hours on completion of three (3) full months on payroll.

ARTICLE 22 – CONTRACTING OUT

22.01 (a) New Base / Locations

The parties agree that, where feasible, it is desirable for employees of Canadian North to handle bargaining unit work, within Canada. The company commits to a joint review of any new base(s) / Location(s) with the Union with an aim to bringing the work into the bargaining unit provided it can be done in an economically feasible manner.

(b) Existing Base / Locations

The company commits to hiring bargaining unit employees to perform work of a permanent nature. If contract work continues beyond six (6) months, the company commits to meet with the union with the intent of bringing the work into the bargaining unit. The six (6) months may be extended upon mutual agreement of the parties.

(c) Existing historical employment practices related to contracting work out will not be restricted by these provisions. This includes but is not limited to:

- Tank entry
- Engine repair
- Adhoc or low volume destinations
- Heavy Maintenance Visits
- Ongoing AOGs

(d) The Union is prepared to examine ways to deal with barriers that cause the Employer to contract out. The parties will work together to keep this work within the bargaining unit if operationally feasible.

ARTICLE 23 – DURATION AND RENEWAL

23.01 This Agreement shall be in effect from the date of ratification of this agreement and continue in full force and effect until January 31, 2019.

23.02 This Agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this Agreement is served by either of the parties hereto, such notification to be served not earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date in any year. In

the event such notice is given of intended changes, this Agreement shall remain in full force and effect while negotiations are being carried on for a new Agreement.

Signed this March 31, 2017 in Calgary, Alberta.

For the Union



Richard Breton



Chris Harrison



Brendon Golder



Dwayne Samson



William Hopper



Joel Hillis



Ashley Watkins



Phil Belanger

For the Employer



Trevor Wakefield



Andrew Pope



Peter Silkin



Jeff Konkle