

AGREEMENT BETWEEN



AND THE



MAINTENANCE & MAINTENANCE SUPERVISORS
Representing Maintenance, Facilities Maintenance and Administrative Support.

Duration of Agreement
December 01, 2001 to November 30, 2004

12711 (02)



TABLE OF CONTENTS

Preamble.....1

Article 1.00 - Definitions.....1

Article 2.00 - Association Rights.....3

Article 3.00 - Management Rights.....3

Article 4.00 - No Lockout- No Strike.....4

Article 5.00 - Scope Of Agreement.....4

Article 6.00 - Association Dues.....4

Article 7.00 – Association/ Management Meetings.....5

Article 8.00 - Probation.....5

Article 9.00 - Airport Restricted Area Pass.....6

Article 10.00 - Statutory Holidays.....6

Article 11.00 - Vacation.....7

Article 12.00 - Benefits.....10

Article 13.00 - Sick Leave.....10

Article 14.00 - Bereavement Leave.....11

Article 15.00 - Family Leave.....11

Article 16.00 - Marriage Leave.....12

Article 17.00 - Leave Of Absence.....12

Article 18.00 - Company Physician.....12

Article 19.00 - Scheduling And Hours Of Work.....12

Article 20.00 - Rotational Employees.....14

Article 21.00 - Overtime And Time Bank.....16

Article 22.00 - Term Assignment.....16

Article 23.00 - Emergency Assignment.....18

Article 24.00 - Living Accommodation.....18

Article 25.00 - On-Call.....19

Article 26.00 - Dispute Resolution Process.....19

Article 27.00 - Discipline.....22


Article 28.00 - Personnel File.....22

Article 29.00 - Seniority.....23

Article 30.00 - Layoff. Bumping And Recall.....24

Article 31.00 - Filling Of Vacancies.....26

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AGREEMENT BETWEEN FIRST
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NOVEMBER 30, 2004 September
16, 2002



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

Table Of Contents- Cont

Article 32.00 - Health And Safety.....	26	
Article 33.00 - Supervisors.....	27	
Article 34.00 - Training.....	27	
Article 35.00 - Uniforms	27	
Article 36.00 - Company Clothing.....	28	
Article 37.00 - Mergers And Buy-Outs.....	28	
Article 38.00 - Precedence Of Collective Agreement.....	28	
Article 39.00 - Meal Allowance.....	29	
Article 40.00 - Relocation Allowances.....	29	
Article 41.00 - General Provisions.....	30	
Article 42.00 - Acting Assignments.....	30	
Article 43.00 - Pay Levels	31	
I. AIRCRAFT TECHNOLOGY PAY SCALES	31	
II. NON-DESTRUCTIVE TESTING (NDT) PA Y SCALES	35	Deleted: 34
III. STORES PAY SCALES.....	37	Deleted: 35
IV. INTE R-AIRCRAFT TECHNICIAN PA Y SCALES	39	Deleted: 36
V. GROUND VEHICLE MAINTENANCE PA Y SCALES	41	Deleted: 37
VI. FACILITIES / BUILDING MAINTENANCE PA Y SCALES	43	Deleted: 38
VII. CLERICAL PA Y SCALES	43	Deleted: 38
VIII. RAMP ATTENDANT PA Y SCALE	45	Deleted: 39
Article 44.00 - Group R.R.S.P Plan.....	47	Deleted: 40
Appendix A – Attachments And Memorandums Of Agreements.....	48	Deleted: 41
ATTACHMENT 1 - ROTATIONAL PA Y MODEL	48	Deleted: 41
ATTACHMENT 2 - ROTATION RECONCILIATION METHODOLOGY	50	Deleted: 42
ATTACHMENT 3 - ROTATIONAL MAINTENANCE TECHNICIAN TO ACA	51	Deleted: 43
ATTACHMENT 4 - RETENTION BONUS FOR PERMANENT RESIDENTS IN SPECIFIED LOCATIONS..	52	Deleted: 44
ATTACHMENT 5 - NORTHERN RESIDENT HERCULES MAINTENANCE PERSONNEL ON ROTATION SCHEDULE.	53	Deleted: 45
ATTACHMENT 6 - ROTATIONAL PROVISIONS.....	54	Deleted: 46
ATTACHMENT 7 - DISPUTE RESOLUTION TIMELINE.....	55	Deleted: 47
ATTACHMENTS- MEMORANDUM OF SETTLEMENT.....	56	Deleted: 48



PREAMBLE

The purpose of this Agreement is to provide for the safe, reliable, efficient and economical operation of the services of First Air in a non-adversarial environment, which will further, to the fullest extent possible, the success of the Company. It is recognized to be in the interests of the Group Association of First Air Employees (GAFAE), the Company, and the Employees to cooperate fully both individually and collectively for the advancement of that purpose. In the spirit of enhancing this relationship, we believe in the value of utilizing the principles of "Interest Based" problem solving in our day to day interactions.

This Agreement recognizes and adheres to legislative requirements as stipulated in the Canada Labour Code, the Canadian Human Rights Act, and other Acts of Parliament, Provincial or Territorial Legislatures as applicable. The First Air's Human Resources Policy Manual will address procedures that are not specifically addressed herein.

ARTICLE 1.00 - DEFINITIONS

Acting Manager: An employee who leaves the Bargaining Unit on a temporary basis to assume a position as a manager and to carry out the functions, roles and responsibilities of that position. While outside of the Bargaining Unit the employee is not covered by the terms and conditions of this agreement. This definition is not a job description.

Acting Supervisor: An employee who leaves his incumbent position on a temporary basis to assume a position as a Supervisor and to carry out the functions, roles and responsibilities of that position. This definition is not a job description.

Appointment Letter: A document specifying the terms and conditions of employment.

Base:

- Assigned Base: A Base that has been assigned to an employee for a specific period of time through a Rotational or Term Assignment.
- Home Base: Place of employment as defined in the employee's appointment letter.

Casual Employee: A person hired for a determinate period of time who does not have regularly scheduled hours assigned to him but is called upon to work on an 'as needed' or irregular basis. Casual employees are not subject to the provisions of this collective agreement.

Contract Worker: A person who works for a company outside First Air, contracted for a specific activity by management, for a determinate period of time. Contract Workers are not subject to the provisions of his collective agreement.

Coordinator: An Employee in the Bargaining Unit covered by the provisions of Canada Industrial Relations Board certificate number 7521 who is not a Manager but responsible for coordinating work activities of a project or assignment that may involve the indirect supervision of personnel.

Day: A "day" is a period of twenty-four (24) consecutive hours beginning 00:01 hours and terminating at 24:00 hours on the same calendar day.



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

Drafting: A method for management to recruit appropriately qualified individuals for Overtime and Term assignments when there are insufficient volunteers.

Emergency Assignment A work assignment with less than twenty four (24) hours notice requiring an overnight stay.

Lead Hand: An individual designated by management to provide guidance to employees but does not include the responsibilities of a Manager or Supervisor. This definition is not a job description.

Manager: An Employee who holds a position which is outside the Bargaining Unit that requires the person to exercise managerial functions, duties and responsibilities on behalf of the employer. This definition is not a job description.

Masculine/Feminine usage: In this Agreement, unless otherwise specifically stated, the masculine shall include the feminine and the singular shall include the plural.

On Call: The status of being available for work outside of the Employee's regularly scheduled hours. Management must assign this status.

Rotational Assignments: A job assignment whereby the work schedule is averaged over a rotational cycle as detailed in a letter of appointment.

Shift Schedule: Scheduled hours of work during a standard workweek or a modified work schedule as stipulated in this agreement.

Shift: Consecutive hours worked during a 24 hour period which form part of a Shift Schedule.

Supervisor: An Employee in the Bargaining Unit covered by the provisions of Canada Industrial Relations Board certificate number 7521 who is not a Manager but does provide day to day guidance, direction, and supervision over a group of Employees and who may exercise limited disciplinary authority. This definition is not a job description.

Temporary Employee: A person hired for a determinate period of time, less than 12 months, who has regularly scheduled hours assigned to him. Temporary employees are not subject to the provisions of this collective agreement.

Term Assignment A work assignment other than a rotational assignment that requires an employee to be away from their home base, i.e. regular place of employment, and necessitates an overnight stay.

Time Banks: There shall be two Time Banks. The "Northern Time Bank" is earned through Term Assignments, is not cashable and must be taken in time off. The other "Time Bank" consists of earned overtime, is cashable or can be taken in time off. Upon conclusion of employment with First Air, there will be a reconciliation of all Time Banks.

Transfer: A "transfer" occurs where an Employee moves to another home base, whether on a permanent or temporary basis, and works scheduled shifts. Where practical, a transfer opportunity will be posted. A transfer does not constitute a "term assignment." However, the notice provisions of term assignments shall apply to an Employee affected by a transfer.



Vacation Period: A Vacation Period is considered to run from the end of the last scheduled shift to the beginning of the next scheduled shift inclusive.

ARTICLE 2.00- ASSOCIATION RIGHTS

- 2.01 The Company recognizes the Association as the sole bargaining agent for the Maintenance and Maintenance Supervisors.
- 2.02 The Company recognizes the right of the Association to be advised of issues of mutual interest to the parties such as, but not limited to, disciplinary meetings, layoff's, hiring's, demotions, transfers, terminations, suspensions, and any accident involving a GAFAE member. At the request of the Association, representatives of the Company will meet with the Association to discuss the issue(s) further.
- 2.03 The Company and the Association agree that it is in the mutual interests of both parties to have an informed membership and the Company shall provide reasonable bulletin board space.
- 2.04 The Company shall process any Association mail in accordance with the Company's normal internal mail distribution system.
- 2.05 The Company shall make available to the Employees covered by this Agreement a suitable room for each base to be used on a space availability basis and that prior notice shall be given to the Company for conducting business related to the Association.
- 2.06 The Company will allow the Association to include articles in the First Air Company newsletter regarding GAFAE information.
- 2.07 A representative of the Association shall have the right to meet with new Employees to make a GAFAE presentation, subject to operational requirements.

ARTICLE 3.00- MANAGEMENT RIGHTS

- 3.01 The Association recognizes that it is the exclusive right of the Company to manage, direct and administer its business and Employee work force, including, but not limited to, the right to hire, suspend or discharge, terminate, transfer, promote, demote, or lay off. All the functions, rights, powers and authority which the Company has not specifically abridged or modified by this Agreement are retained by the Company.



ARTICLE 4.00 - NO LOCKOUT - NO STRIKE

- 4.01 It is agreed between the parties that there shall be no lockout by the Company and that there shall be no strike by the members of the Bargaining Unit. For further clarification, Article 4.00 "No Lockout - No Strike" in its entirety, will continue in force and effect for four (4) months [120 days] after the expiration of this Agreement, or until the attainment of a subsequent collective agreement to this present one, whichever comes first.
- 4.02 The Association agrees that it shall not encourage, nor its members engage in any work slowdowns, and that there shall be no sympathy strikes. Should persons not covered by this collective agreement establish picket lines on, near or proximate to Company facilities, Management will provide safe access to the workplace.
- 4.03 It is agreed between the parties that where the next round of collective bargaining has commenced and all of the issues have been discussed, and where the parties cannot reach closure on specific issues, a mediator/interest arbitrator may be appointed by the parties upon mutual agreement for final and binding resolution and closure of the issues. If the provisions of clause 4.03 are invoked, then the provisions of clauses 4.04 and 4.05 will also apply.
- 4.04 The choice of mediator/interest arbitrator will be by mutual agreement of the parties. In the event of a disagreement over the selection of the mediator/interest arbitrator, either of the parties may, with at least seven (7) days notice in writing to the other party, apply to the Minister of Labour to appoint a mediator/interest arbitrator. The parties shall bear equally (50% - 50%) all expenses incurred by retaining the services of a mediator/interest arbitrator.
- 4.05 All resolved/closed issues will be submitted to the mediator/interest arbitrator for information only.

Article 5.00 - Scope of Agreement

- 5.01 The provisions of this Agreement will be applicable only to Employees covered by bargaining unit certificates 7515 (Maintenance) and 7521 (Maintenance Supervisors) as issued by the Canada Industrial Relations Board and who are indeterminate Employees of the Company and who work twentyfour (24) hours per week or more on a regular basis.

ARTICLE 6.00 - ASSOCIATION DUES

- 6.01 The Employer will deduct membership dues from the wages paid to each Employee in the bargaining unit. Deductions will commence with the first paycheque received by the Employee.
- 6.02 The Association will inform the Employer in writing of any changes to the authorized deduction to be made for each Employee.
- 6.03 The dues deducted shall be remitted to the Association by the 15th of the month following the collection of the dues.



- 6.04 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer, in which case the liability shall be limited to the amount of the error.

ARTICLE 7.00- ASSOCIATION / MANAGEMENT MEETINGS

- 7.01 The parties acknowledge the mutual benefits to be derived from joint meetings where issues of common interest are discussed, using the principles of Interest Based problem solving.
- 7.02 Attendees shall include the Director of Labour Relations or his designate, other members of Management, and Association executives or their designate(s). There shall be a minimum of *two (2)* representatives from the Association and from Management.
- 7.03 Meetings will be regularly scheduled at mutually convenient times, however either party may request a meeting other than the regularly scheduled meetings. A joint agenda will be established prior to the date of the meeting.
- 7.04 Meetings will be held at a mutually agreed upon location. Should a meeting require air travel, GAFAE representatives to the meeting will be given the same travel codes on First Air flight(s) as given to Management representatives travelling to the same meeting.
- 7.05 Minutes of the meetings shall be taken. The production of minutes will be a shared responsibility of the parties.
- 7.06 The Association is responsible for distributing the minutes of meetings to its members and Management is responsible for distributing the minutes to Management.
- 7.07 Notice of a cancellation of a meeting should be given to the other party as soon as possible. Meetings that are cancelled are to be re-scheduled as soon as possible.

ARTICLE 8.00- PROBATION

- 8.01 A newly hired Employee will be subject to a six (6) month [180 calendar days] probationary period commencing from the date of his appointment. At the discretion of Management, the probationary period may be extended by an additional three (3) months [90 calendar days]. Any such extension must be made in writing to the probationary Employee with a copy provided to the Association.



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

- 8.02 A written assessment of a probationary Employee's progress will be provided to the Employee and the Association before the end of the fifth (5th) month [150th day] of the probation period, and before the end of the eighth (8th) month [240th calendar day] as applicable. Management agrees to meet with the Association to discuss the contents of the five month assessment, and eight month assessment as applicable, if requested by the Association. The written assessment shall be done by the Employee's immediate supervisor and or other Management representative.
- 8.03 The Director of Labour Relations or his designate from Human Resources, must be consulted by Management prior to the dismissal of a probationary Employee.
- 8.04 On receipt of notice that a probationary Employee is to be dismissed, the Association may meet with Management to review the grounds of the dismissal.
- 8.05 In the event of the dismissal of a probationary Employee, the Employee does not have access to the grievance procedure.
- 8.06 For internal promotions or transfers, the probationary period will be stipulated in the offer/appointment letter. Procedures regarding the treatment of probation and regularization are specified in the First Air "Human Resources Policy Manual".

ARTICLE 9.00 - AIRPORT RESTRICTED AREA PASS

- 9.01 All individuals being hired for positions which require access to secure airport areas shall be required to obtain and retain an Airport Restricted Area Pass (ARAP).
- 9.02 Failure to obtain and retain an Airport Restricted Area Pass may be grounds for dismissal.
- 9.03 Current Employees who are required to obtain and retain an ARAP will be afforded reasonable time off with pay to attend an appointment with the local Airport Authority for the purpose of processing an application for an ARAP.

ARTICLE 10.00 - STATUTORY HOLIDAYS

- 10.01 The Statutory Holidays observed shall be in accordance with the First Air "Human Resources Policy Manual".
- 10.02 When an Employee is required to work on a holiday, he shall be paid his base pay plus time and one half (1 ½) for the hours worked on the holiday. "Base pay" means the scheduled hours of work that fall on the statutory holiday.
- 10.03 Where an Employee does not work on a statutory holiday and is entitled to holiday pay, he shall receive pay at straight time for the hours he is regularly scheduled to work.



- 10.04 For the purposes of determining eligibility to statutory holiday pay, the following shall apply. Where an Employee's shift commences on a statutory holiday, all hours worked on that shift are deemed to fall on the holiday even where the shift ends on a day that is not a statutory holiday. Where an Employee's shift commences on a day that is not a statutory holiday but ends on a day which is a statutory holiday, all hours worked on that shift are deemed to have fallen on the day which is not the statutory holiday.
- 10.05 Rotational Employees will be credited for the Statutory Holiday in accordance with the attached Pay model in "Appendix A .

ARTICLE 11.00 -VACATION

- 11.01 Vacation shall be in accordance with the First Air "Human Resources Policy Manual". New hires shall have their vacation entitlement pro-rated from their date of hire to the end of the calendar year.

Vacation Entitlement as of Jan 01/2002.

For All Employees including Yellowknife NWT

up to 10 years continuous service –	3 weeks annually	(6%) of Income
11 to 15 years continuous service –	4 weeks annually	(8%) of Income
greater than 15 years continuous service–	5 weeks annually	(10%) of Income

For Northern Resident, Non Rotational Employees

up to 2 years continuous service–	3 weeks annually	(6%) of Income
3 to 10 years continuous service –	4 weeks annually	(8%) of Income
11 to 20 years continuous service –	5 weeks annually	(10%) of Income
More than 20 years continuous service–	6 weeks annually	(12%) of Income

Vacation earned on overtime will be paid on the same pay period that pays the overtime at the percentages noted above.

- 11.02(a) Employees shall receive their annual vacation entitlement at the beginning of each year. Vacation credits will be allocated based on a 40 hour work week. That is, one week of vacation entitlement equates to 40 hours of paid vacation time. The entitlement provided in each year shall be used in that same year, subject to the provisions of article 11.00 (Vacation) as applicable. While vacation leave credit is provided at the commencement of the calendar year, it must be earned by the Employee each calendar month throughout the calendar year. Should an Employee's employment with the Company terminate, the Company shall recover an amount equivalent to unearned vacation leave taken by the Employee, calculated on a pro-rated basis. This deduction shall come from any monies owed the Employee.
- (b) In a year in which an Employee qualifies for increased vacation entitlement such increased entitlement shall be earned by the Employee commencing in the month in which the Employee's anniversary date with the Company occurs.



11.03 Supplementary Vacation Leave

At Management's discretion, an Employee may purchase supplementary vacation leave in addition to that earned pursuant to clause 11.01, under the following conditions:

- i) The Employee must submit a written request for supplementary vacation leave by November 30 immediately prior to the vacation year in which he intends to use such leave. The Employee's request must include a plan, provided in good faith, for using all supplementary vacation leave. Management shall reply to the Employee's request by no later than January 31, and;
- ii) There must be no additional costs to the Company nor an impact on Company operations, and;
- iii) Upon approval of the Employee's request, the Employee's regular bi-weekly salary payments during the calendar year in which the supplementary vacation leave credits are to be taken, will be reduced in order to pay for the leave.

11.04 Rotational Vacation Leave

- (a) Employees on Rotational assignments for a duration of one (1) year or more shall have their vacation included in their pay. For clarification refer to "Article 20.00 - Rotational Employees" and the Pay model in "Appendix A".
- (b) Employees on Rotation assignments for periods less than one year shall have the option to maintain their vacation as paid time off rather than receive prorated vacation pay out. The employee must notify management of this intention prior to acceptance of assignment.

11.05 Operational requirements, as determined by Management, will determine when vacations may be taken.

11.06 Vacation Bidding

- (a) All Employees shall be required to submit written bids for their requested vacation leave for the upcoming year to their Supervisor/Manager by no later than November 30 each year. Bidding for vacation shall be done in order of bargaining unit seniority. The Supervisor/Manager shall respond in writing to all such vacation requests by January 31 or it will be considered approved providing the request was made prior to November 30. Employees must bid all of their vacation entitlement, except up to forty (40) hours that may be left unbid and which is to be taken on an ad hoc basis in that upcoming year.



- (b) Where an Employee fails to submit vacation bids pursuant to the terms of clause 11.06(a), he shall be assigned a vacation period(s) by Management commencing no earlier than April 30. However, where an Employee has elected to leave forty (40) hours of vacation unbid pursuant to clause 11.06(a), those hours are not subject to assignment by Management.
- (c)(i) Employees are to use their full vacation entitlement each calendar year. However, where an Employee requests, he may carry over up to a maximum of forty (40) hours of vacation into the next year. This vacation carry over must be used in that subsequent year.
- (c)(ii) At Management's discretion, vacation carry over of greater than forty (40) hours may be granted on an exceptional basis.
- (d) Only the forty (40) hours of unbid vacation referenced in clause 11.06(a), may be taken in hourly increments of as little as one (1) hour or more. The bid vacation referenced in clause 11.06(a) must be taken in full daily shift allocations.

11.07 Cancellation of Vacation Leave

- (a)(i) Management may cancel previously approved vacations, subject to a thirty (30) day notice period.
- (a)(ii) Management may cancel previously approved vacations with less than thirty (30) days notice, subject to the agreement of the Employee.
- (a)(iii) Where Management cancels an Employee's vacation pursuant to clause 11.07(a)(i) or 11.07(a)(ii), the amount of vacation cancelled may, at the Employee's discretion, be carried over into the next vacation year or rescheduled into available blocks in the current year.
- (a)(iv) Before an Employee's vacation is cancelled, the case must be reviewed by the Senior Director of Maintenance or his designate at the Director level.
- (b)(i) An Employee may change approved vacation time with the authorization of Management.
- (b)(ii) An Employee may not change a vacation period(s), which has been assigned for him by Management pursuant to the terms of clause 11.06(b).
- (c) Where an Employee, who is away on vacation leave voluntarily consents to terminating his vacation as a result of a request from Management, shall be reimbursed for all of the vacation time used up to the date of the termination of his vacation leave. An Employee returning to work under this circumstance is not subject to the provisions of article 23.00 (Emergency Assignment).



- (d) Where Management cancels a period of vacation leave that it previously approved, the Employee shall be reimbursed by the Company for the non-refundable portion of vacation contracts or reservations made by the Employee in respect of that period, subject to the presentation of documentation Management may require. The Employee must make every reasonable effort to mitigate any losses incurred and will provide proof of such action to Management when requested.
- 11.08 In limited and exceptional circumstances only, and at the discretion of the Senior Director of Maintenance, an Employee may cash in up to a maximum of forty (40) hours of vacation time once in a calendar year.
- 11.09 Vacation time in excess of his regular yearly entitlement may be advanced to an Employee at Management's discretion provided he:
- i) receives the written permission from the Senior Director of Maintenance and from the Director of Labour Relations, and;
 - ii) provides the Company with written authorization to deduct from his final pay, should his employment with the Company cease, an amount equal to his unearned vacation.

For further clarification, this clause means that an Employee who has an excess amount of vacation advanced to him will have that amount reconciled against his next year's vacation time entitlement.

ARTICLE 12.00 - BENEFITS

- 12.01 Short Term Disability; Long Term Disability, and; Extended Health Care: The Company shall provide a short term disability plan, long term disability plan and an extended health care plan. The Company paid portion of the premiums shall be no less than that as of the date of signing of the collective agreement. For further clarification refer to the First Air "Human Resources Policy Manual".
- 12.02 The Company will maintain the benefit levels in effect on date of ratification.

ARTICLE 13.00 - SICK LEAVE

- 13.01 Sick Leave: means a period of one (1) or more days or parts thereof during which an Employee was scheduled to work and was unable to report due to illness or injury.
- 13.02 All Employees will receive 87.5 hours of sick leave per year at the beginning of each calendar year. An Employee's sick leave allotment shall be cleared at the end of each calendar year.
- 13.03 All new Employees who start after the beginning of the calendar year will receive sick leave credits pro rated at 7.29 hours per month for each month in which an Employee earns pay for ten (10) days or more, based on the number of months remaining in the calendar year.



- 13.04 Employees with a perfect attendance record over a full calendar year (January 1 to December 31) will receive (16) hours of paid personal leave which will be added to their Time Bank. Employees who use (1) sick day over a full calendar year will receive (8) hours of paid personal leave, which will be added to their Time Bank.
- 13.05 At the discretion of Management, an Employee may be requested to provide a doctor's certificate to substantiate a sick leave.

ARTICLE 14.00 - BEREAVEMENT LEAVE

- 14.01 When a member of the Employee's immediate family dies, the Employee shall be entitled to a bereavement period of seven (7) consecutive calendar days away from work commencing from the date of the death. During such period, the Employee shall be paid for those days which were scheduled to be worked.
- 14.02 "Immediate family member" is defined as any of the following members of an Employee's or their spouse's family (including common law spouse or same sex partner):
- Spouse
 - Parent
 - Sibling
 - Child
- 14.03 Upon the death of a grandparent of the Employee or the Employee's spouse (including common law spouse or same sex partner), or of a relative of the Employee living with the Employee, the Employee is entitled to a bereavement period of five (5) consecutive calendar days away from work commencing from the date of the death. During such period, the Employee shall be paid for those days which were scheduled to be worked.
- 14.04 At the discretion of Management, time off with pay in excess of that specified above may be granted.

ARTICLE 15.00 - FAMILY LEAVE

- 15.01 An Employee will be granted twenty-five (25) hours a year of Family Leave at the beginning of each calendar year. Subject to the approval of Management, Family Leave will be granted to attend to the temporary care of a Spouse, Dependant Children, and or Parents (infirmed/disabled). Each Employee's Family Leave allotment shall be cleared at the end of each calendar year.
- 15.02 All new Employees who start after the beginning of the calendar year will receive Family Leave credits pro rated at 2.08 hours per month for each month in which an Employee earns pay for ten (10) days or more based on the number of months remaining in the calendar year.



ARTICLE 16.00 - MARRIAGE LEAVE

16.01 Shall be in accordance with the First Air "Human Resources Policy Manual".

ARTICLE 17.00 - LEAVE OF ABSENCE

17.01 At Management's discretion, an Employee who submits a written request for a personal leave of absence may be granted such leave without pay for up to twenty four (24) months. Such leave will not be used for the purpose of employment elsewhere. The Vice President of Human Resources may authorize exceptions under specific circumstances.

17.02 An Employee on such leave must confirm in writing to the Company, that they are returning to work on the date previously approved by Management. Notice by the Employee must be given as follows:

Duration of Leave

Notice to Company

0 – 12 months
13 – 24 months

at the half (½) way point of leave
to be given six (6) months prior to returning

17.03 Provided that the request and notice provisions of this article have been complied with the Employee's position will be held.

ARTICLE 18.00 - COMPANY PHYSICIAN

18.01 Where a Manager so requests, an Employee will be required to visit the Company's Physician for an independent assessment of their condition. Results transferred to the Company will only pertain to the Employee's availability to work. All costs of such visits will be borne by the Company.

ARTICLE 19.00 - SCHEDULING AND HOURS OF WORK

19.01 The Association and First Air recognize that the Company is a 24-hour, 7 day a week, 365 day per year continuous operation and that operational demands placed on the Company require that scheduling of Employees meet those demands.

19.02 The workweek will be forty (40) hours per week subject to other provisions in this contract.

19.03 For the purpose of this Agreement, the workweek shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday.



19.04 Schedules of Work

The Company may employ the following types of schedules of work:

- a) Standard Hours of Work: An Employee will work eight (8) hours per day five (5) days per week;
- b) Modified Work Schedule: An Employee may work greater than forty (40) hours in a week provided that the average of hours worked over a period of two weeks or more does not exceed forty (40) hours a week. Schedules may include: continental shift, averaging over two (2) weeks; four (4) days on four (4) days off, averaging over eight (8) weeks; and four (4) days on three (3) days off, averaging over one (1) week; or other variants as may be implemented by Management from time to time after consultation with GAFAE.

19.05 Employees should be equitably rotated through day, evening, and night shifts, where applicable.

19.06 The shift schedule is to be published at least two (2) weeks prior to the beginning of the next cycle, where applicable. The term/rotation schedules will be published at least three (3) months in advance.

19.07 (a) There shall be a minimum of ten (10) hours off between regularly scheduled shifts unless otherwise agreed to by Management and the Employee.

19.07 (b) The provisions of clause 19.07(a) are not applicable where:

- i) An Employee is sent on Emergency Assignment, or;
- ii) The Employee is the sole qualified Maintenance Employee supporting aircraft under charter or contracted conditions.

19.07 (c) Where the provisions of clause 19.07(b) are in force and five (5) consecutive days have passed without an adequate break between shifts, Management, in consultation with the Employee, will allow sufficient rest to be taken.

19.08 There shall be no split shifts on regular work schedules. Employees, away from a home base, supporting aircraft under charter or contracted conditions are deemed not to be on a regular schedule.

19.09 Where Management changes the shift schedule, and the Employee's entire shift is moved to another day, or where the shift moves from a night shift to day shift or day shift to night shift without seven (7) days notice, the Employee affected by the change shall receive forty dollars (\$40.00).



- 19.10 Employee requested shift changes are permitted with the concurrence of Management providing that there is no extra cost to the Company. Such approved shift changes must be done within the same averaging period for Employees on a modified work schedule. For further clarification, Employees may not exchange shifts across two different averaging periods.
- 19.11 (a) Where an Employee's shift hours are changed by Management, the Employee will not be monetarily disadvantaged if their actual hours worked are less than those that were regularly scheduled.
- (b) Notwithstanding the provisions of clause 19.11(a) where an Employee is sent on:
- i) initial training, he will be paid eight (8) hours per day or actual time worked.
 - ii) update training, the Employee will be paid his regular shift hours for each training day.
- 19.12 The Company will provide an unpaid meal period of thirty (30) minutes per regularly scheduled shift. Where the Company requires an Employee to work through their lunch, the Employee will receive thirty (30) minutes pay.
- 19.13 Employees are responsible for prompt submission of time sheets. Management will notify Employees of any modification to their time sheets.
- 19.14 Where a work schedule is to be established, modified or canceled, the Company will consult with the Association prior to the implementation. This is only applicable where a schedule is being changed from a modified work schedule to standard hours of work schedule or standard hours of work schedule to modified work schedule.
- 19.15 Flexible Hours for Office Staff
Upon an Employee's request and with the concurrence of Management, office staff who are on a Standard Hours of Work schedule may complete their weekly hours of work in a period other than five (5) full days, provided that the work week continues to average forty (40) hours per week over a period of time. The implementation of any variation in hours shall not result in any additional costs to the Company, and is subject to operational requirements and business efficiency.

ARTICLE 20.00 - ROTATIONAL EMPLOYEES

- 20.01 Duration of Rotational Assignment
The duration of a rotational assignment will be stipulated by Management in writing to the employee. The duration of a rotational cycle shall be a minimum of 6 weeks, i.e. 3 weeks in and 3 weeks out, (22 days in and 20 days out).
- (a) In the case of a new hire to the bargaining unit, he must fulfill the terms specified in the letter of appointment before being eligible to be appointed to other positions.
- (b) In the case of an Employee who is not a new hire, and after having fulfilled the terms of his letter of appointment, he shall return to a position held for him at his previous base.



- 20.02 Location of Rotational assignments
Rotational assignments are not fixed in terms of location.
- 20.03 Schedules
- (a) Schedules of work for Employees on a rotational assignment may include the following 'averaged' work schedules: four (4) weeks in and four (4) weeks out (which constitutes one cycle); three (3) weeks in and three (3) weeks out (which constitutes one cycle); and other variants as they may arise in consultation with GAFAE. Employees shall be guaranteed a minimum of eleven and one half (11 ½) hours per day while 'working' on rotational assignment.
 - (b) Overtime pay calculations for employees on 'averaged' work schedules as described in 20.03(a) shall be made as follows. Employees shall be paid overtime for any hours worked over their standard hours for the rotation cycle. See the attached pay model for actual calculations. For further clarification see the attached Pay Model in Appendix A.
 - (c) Any extension of a rotational assignment shall be optional, and with the concurrence of the affected employee.
 - (d) An employee may be called into work during the time off portion of the rotational cycle. This option will be conditional upon the agreement of the affected employee and with the approval of management.
- 20.04 Travel Time: An Employee shall be paid travel time at their regular rate of pay commencing one hour prior to the scheduled departure from a First Air point of departure to a location of Company operations. Travel time from an Employee's residence to a First Air point of departure will not be remunerated. Travel time from a terminating First Air destination to an Employee's residence shall not be remunerated. The Company shall provide suitable accommodation, when required, for an Employee who arrives at a First Air point of departure on his way to a rotational assignment.
- 20.04 (a) Travel time shall be inclusive of the scheduled days of work in an Employee's schedule.
- 20.05 (a) Provided that an Employee submits his time sheets to the Company by the deadline established by Management, overtime will be paid the payday following the month in which the rotational cycle ends.
- 20.05 (b) The same pay model shall be used for the various schedules of work in order to ensure consistency of pay administration.



ARTICLE 21.00 - OVERTIME AND TIME BANK

- 21.01 Management must authorize all overtime.
- 21.02 Management will make reasonable efforts to distribute overtime equitably.
- 21.03 When Management authorizes overtime, it must first be offered to qualified bargaining unit Employees on a volunteer basis. If no volunteers are found, Management may draft bargaining unit Employees to perform the overtime work.
- 21.04 Management will provide as much notice as practical when calling overtime, recognizing that short notice may occur due to operational circumstances.
- 21.05 It is recognized that due to the nature of First Air's operations, Employees may be called-in to work to complete specific tasks as required by Management. When an Employee has been called-in to complete these tasks, they will be paid a minimum of three and one half (3½) hours pay.
- 21.06 Where an Employee is drafted, the Company will compensate the Employee, upon provision of receipt(s), for any monetary loss that he has suffered as a result of being drafted provided he cannot obtain a refund or exchange for the expense incurred.
- 21.07 (a) Where meals cannot be provided, a meal allowance of ten dollars (\$10.00) will be provided to Employees who work two (2) hours or more beyond the end of a regularly scheduled shift of eleven and one-half (11 ½) hours or more, or to Employees who work three (3) hours beyond a regularly scheduled shift of less than eleven and one half (11 ½) hours. In order to obtain the ten dollar (\$10.00) meal allowance, an Employee must submit an expense claim. This clause applies where notice of the overtime is provided on the same day that the overtime is worked.
- 21.07 (b) Where notice of overtime is provided to an Employee to work on a scheduled day off, the provisions of clause 21.07(a) shall only apply provided the hours worked are in excess of the regularly scheduled shift hours.
- 21.08 Earned overtime is to be placed in the Employees Time Bank and will be awarded at the rate it was originally earned. There shall be no limit to the time bank hours accumulated. No Employee shall be permitted to have a negative balance in their Time Bank. A Time Bank statement will be provided to Employees on a monthly basis.

The Time Bank shall be managed in the following way:

- i) An Employee may cash out Time Bank hours at his discretion and does not require his Manager's approval, or;
- ii) An Employee may draw on Time Bank hours in order to take time off from work, however, such time off from work is subject to Management's approval and operational requirements. Employee requests for vacation leave shall always take precedence.

Article 22.00 - Term Assianment



- 22.01 Term assignments are to be assigned in an equitable manner subject to operational requirements and employee skill sets.
- 22.02 Volunteers for term assignments will be thoroughly sought prior to drafting and will take precedence over draft lists. Appropriate 'Draft Lists' will be posted. Once Management has made all reasonable efforts for finding volunteers Article 22.03 will be used.
- 22.03 If a suitable volunteer for a term assignment is not found Management may draft appropriately qualified individuals to carry out the assignment. Drafted employees shall not be required to remain on a term assignment for longer than twenty-eight (28) days, nor will term assignments be assigned back to back; i.e. Any one employee will only be drafted a maximum of 3 term assignments in any given calendar year. Once drafted an employee moves to the bottom of the draft list.
- 22.04 If 14 days or less notice is provided for the purpose of drafting an employee to a Term Assignment, the employee may elect to restrict the duration of that term assignment to not exceed 14 days in duration. The employee must inform management of this intent at the time of drafting.
- 22.05 Where an Employee has been sent on a Term Assignment they will receive a guaranteed minimum of eleven and one half (11.5) hours per day inclusive of travel days. The Employee will receive a credit of (1.15) hours for each day on Term Assignment, which will be credited to the non-cashable Northern Time Bank. This (1.15) hour credit will not be provided to Employees on Emergency Assignment or Employees on same day trips. For the purpose of this article only Ottawa (YOW) and Carp (YRP) are considered the same base.
- 22.06 Immediately upon the return from a term assignment an Employee must take one (1) day off from their Northern Time Bank for every seven (7) days away on a Term Assignment. An Employee may accumulate up to a maximum of eighty (80) hours in their Northern Time Bank.
- 22.07 Notification
- (a) Where an Employee has been given less than seventy two (72) hours but more than twenty four (24) hours notice for a term assignment of fourteen (14) days or less, the Employee will receive a ninety dollar (\$90.00) payment in lieu of notification.
- (b) Where an Employee has received less than fourteen (14) days but more than twenty four (24) hours notice of a term assignment of fifteen (15) days or more, the Employee will receive a ninety dollar (\$90.00) payment in lieu of notification.
- (c) Where an Employee is given appropriate notice of a term assignment of fourteen (14) days or less and while on assignment the term extends beyond the fourteen (14) day threshold, the Employee will receive a ninety (\$90.00) dollar payment.
- (d) Where an Employee is given twenty-four (24) hours or less notice the provisions of article 23.00 (Emergency Assignment) will be applied.



22.08 The provisions of the preceding clause (22.07) are not applicable to an Employee who is already on a term assignment and is requested to transfer locations. In this situation the minimum notification of a transfer, where possible, will be eleven and one half (11.5) hours.

ARTICLE 23.00 - EMERGENCY ASSIGNMENT

23.01 For emergency assignments (refer to Article 1.00 Definitions) the Company will give the Employee a maximum of twenty-four (24) hours notice (refer to article 41.01 General Provisions). Emergency assignments are to be done in an equitable manner subject to operational requirements and Employee skill sets. If a suitable volunteer is not found the Company may draft appropriately qualified individuals to carry out the task.

23.02 When required to travel on an emergency assignment, an Employee will receive a lump sum payment of five hundred dollars (\$500.00). While on the assignment the Employee will be paid their regularly scheduled salary at straight time and any overtime at time and one half (1%). For the Employee to qualify for this premium the situation requires an overnight stay. In unique situations Management has the discretion to deem an assignment as an emergency.

23.03 The provisions of this article will not be applied to Employees on rotation or term assignment when supporting the normal requirements of schedule and charter operations.

23.04 Where an emergency assignment continues beyond three (3) days the term assignment rate will be applied pursuant to clause 22.01.

ARTICLE 24.00 - LIVING ACCOMMODATION

24.01 Where an Employee has been sent on an emergency, rotational, or term assignment, the Company, through the office of the Senior Director of Maintenance or his designate, will provide suitable accommodation, comparable to that provided by the Company to other Employees. Single rooms shall be provided at staff houses when and where available. At no time shall the number of occupants of any staff house exceed the number of beds in the house. The Company will be responsible for ensuring staff houses are kept in good repair and that each bedroom door is lockable.

ARTICLE 25.00 - ON-CALL

- 25.01 Where Management places an Employee on "on-call" status (refer to Article 1.00 Definitions), he must be available to report to work if called. Management and the Employee shall agree on the method of communication to be used, i.e. Cell-phone, pager. An Employee shall receive two (2) hours pay at straight time for each day he is placed on-call. Should an Employee be required to report to work he will be paid the on-call premium in addition to any hours worked. On-call hours are not considered hours worked for the purposes of calculating eligibility for overtime.

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ARTICLE 26.00 - DISPUTE RESOLUTION PROCESS

- 26.01 The Company and the Association share a desire to resolve disputes or disagreements through a cooperative process characterized by prompt and open discussion using the principles of "Interest Based" problem solving. To this end, the following dispute resolution procedures shall apply.
- 26.02 Definition: A grievance is any difference or dispute arising between the Company and the Association concerning the interpretation, application, administration or alleged violation of this Agreement or Company policy.
- 26.03 All grievances shall be settled finally, conclusively, and as expeditiously as possible by the procedures described in this Article.
- 26.04 Scheduling: Whenever practicable, grievance hearings, including hearings held by conference calls, will be scheduled during a grievor's normal hours of work. An Employee, who so wishes, may be accompanied by one (1) Association representative when presenting a grievance at any level. The Company will maintain the normal wages of the grievor and one (1) Association representative who attend a grievance hearing during their normal hours of work. An Employee who has filed a grievance has the right to attend dispute resolution hearings at any level, however in the **case** of multiple grievances on the same issue one grievor will be selected to attend hearings and report to fellow grievor's.
- 26.05 Filing Time Limits: Grievances under this Article may be initiated by any Employee, or group of Employees, or the Association, provided such grievance is filed within a period of fifteen (15) days after the grievor or the Association would reasonably have knowledge of the action or circumstance giving rise to the grievance.
- 26.06 Policy Grievances: Grievances of a general or policy nature may be initiated only by the Association. Such grievances shall bypass the first level and proceed directly to the second level of the Dispute Resolution Procedure.



- 26.07(a) Dispute Resolution Procedure: Prior to the filing of a grievance, an Employee with a complaint must first attempt to obtain a satisfactory settlement with his immediate Supervisor. If unable to obtain a satisfactory settlement, the Employee has the right to go to their immediate Manager to obtain a settlement. An Association representative may accompany the Employee for such purpose. Should the matter not be resolved, a written grievance may be submitted within the time limits prescribed in clause 26.05.
- 26.07(b) Grievances must be submitted to Management in written form bearing the signature of the grieving party, the date of the grievance, and as a condition of their validity and **arbitrability**, must specify:
- (i) the nature of the grievance and the circumstances under which it arose, and;
 - (ii) the section or sections of the agreement alleged to have been violated, and;
 - (iii) a statement as to the requested remedy or relief sought.
- 26.07(c)(i) Level 1: The purpose of this level is to provide disclosure of information relating to the problem or disagreement which will facilitate open discussions and the exploration of possible solutions acceptable to all parties. The Manager of the Department will hear grievances at this level.
- 26.07(c)(ii) A dispute resolution hearing will be held within fifteen (15) days from receipt of the grievance. The parties will attempt to rectify the grievance without delay. Where agreed by the parties, the services of a mediator may be employed. Any costs associated with the retaining of a mediator will be borne equally by the Association and the Company. A written decision from Management to the grievor and Association will be provided no later than seven (7) days after the dispute resolution hearing.
- 26.07(c)(iii) Where the grievance is not resolved to the satisfaction of the grievor, it may be submitted in writing by the grievor to Level 2 of the Dispute Resolution Procedure within fifteen (15) days after receipt of the Company's decision at Level 1.
- 26.07(c)(iv) Where the Company has not conveyed a decision at Level 1 within the time limits prescribed in clause 26.07(c)(ii), the grievor may submit the grievance to Level 2 within ~~twenty~~ **twenty-nine** (29) days after the date the grievance had been received by Management at Level 1.
- 26.07(c)(v) Where the grievor does not submit their grievance to Level 2 within the time limits prescribed in clauses 26.07(c)(iii) and 26.07(c)(iv), the grievance is deemed abandoned, the file is closed and is not subject to any further action.

- 26.07(d)(i) Level 2: A dispute resolution hearing will be held within fifteen (15) days from receipt of the grievance at this Level. The parties will attempt to rectify the grievance without delay. Where agreed by the parties, the services of a mediator may be employed. Any costs associated with the retaining of a mediator will be borne equally by the Association and the Company. A written decision from Management to the grievor and Association will be provided no later than seven (7) days after the dispute resolution hearing. A Director, or above, will hear Level 2 grievances.
- 26.07(d)(ii) Where the grievance is not resolved to the satisfaction of the grievor, it may be submitted to arbitration to be heard by a sole arbitrator.
- 26.08(a)(i) Arbitration Procedure: No later than thirty (30) days following the date of a Level 2 decision, the Association may serve notice in writing to the Director of Labour Relations of its intent to submit a grievance to arbitration.
- 26.08(a)(ii) Where the Company has not conveyed a decision at Level 2 within the time limits prescribed in clause 26.07(d)(i), the Association may serve notice in writing to the Director of Labour Relations of its intent to submit the grievance to arbitration within fifty two (52) days after the date the grievance had been received by Management at Level 2.
- 26.08(a)(iii) Where the Association does not submit a grievance to arbitration within the time limits prescribed in clauses 26.08(a)(i) and 26.08(a)(ii), the grievance is deemed abandoned, the file is closed and is not subject to any further action.
- 26.08(b)(i) Selection of Arbitrator: Within fifteen (15) days following the receipt by the Director of Labour Relations of the intent to arbitrate a grievance, the parties must meet to attempt to agree on the selection of an arbitrator. If no agreement is reached within the fifteen (15) days, the Minister of Labour may be requested by either party to appoint an arbitrator.
- 26.08(b)(ii) Jurisdiction of Arbitrator: An arbitrator appointed pursuant to clause 26.08(b)(i) shall have no power to add to, subtract from, or modify the terms of this Agreement, and any decision rendered will not be inconsistent with the provisions of this agreement. The arbitrator's decision will be final and binding on the Company, the Association and the Employee(s) involved.
- 26.08(b)(iii) Mediation Prior to Arbitration: Where the Company and Association agree, a grievance submitted to arbitration pursuant to clause 26.08 may be referred to a mediator to assist the parties to find a mutually acceptable resolution to the matter in dispute. Should the matter not be resolved to the satisfaction of the parties, the grievance may then continue to arbitration to be heard by the person who acted as the mediator. During the mediation process there shall be no lawyers permitted to either attend or represent either the Association or the Company.
- 26.08(b)(iv) The expenses and fees of the arbitrator or mediator/arbitrator shall be borne equally by the Company and the Association.
- 26.08(c) The mediation and/or arbitration hearing will be held at a location agreed to by the parties.



- 26.08(d) The Company and the Association will attempt to reach consensus on an agreed statement of facts for each grievance prior to an arbitration hearing.
- 26.08(e) An Employee subpoenaed by the Association or the Company to attend an arbitration hearing as a witness shall be released from duty. Said Employee shall suffer no loss of pay as a result of being subpoenaed as a witness.
- 26.09 The time limits in this article may be extended by the mutual consent of the parties.
- 26.10 Company Initiated Grievance: Where the Company considers itself aggrieved, it may submit a grievance pursuant to the same procedures described in this article. These Company grievances will be considered as Level 2, and be heard by the president of Group Association of First Air Employees.

ARTICLE 27.00 - DISCIPLINE

- 27.01 Where an Employee is required to attend a meeting concerning a disciplinary matter, the Employee is entitled to have a representative of the Association attend the meeting if they so choose. The Employee shall receive written notice of such a meeting with a copy provided to the Association President or his designate. The notice shall state the purpose of the interview.
- 27.02 Disciplinary measures shall be given in writing to the Employee and the Association President or his designate, and shall contain the reasons for the discipline.
- 27.03 Verbal warnings shall be considered a disciplinary measure, however, no written indication of a verbal warning shall be placed in the Employee's personnel file. However, upon written warning, previous verbal warnings may be referenced.
- 27.04 Disciplinary letters shall be removed from an Employee's personnel file and destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 28.00 - PERSONNEL FILE

- 28.01 There shall be one (1) official Employee personnel file to be held by Human Resources at the Company's Head Office.
- 28.02 Upon an Employee's written request, an Employee will be provided with copies of any or all document; in their personnel file.
- 28.03 An Employee must be provided with a copy of any disciplinary letter that is to be placed on the Employee's personnel file.



ARTICLE 29.00 - SENIORITY

- 29.01 Each Employee covered by this Agreement will hold two (2) seniority dates.
- a) Company Seniority Date: The date the Employee begins a permanent position within the Company.
- b) Bargaining Unit Seniority Date: The date the Employee completes their probationary period within one of the classification groups within the Bargaining Unit. The initial seniority list will be supplied to Management within thirty (30) days of signing of the Agreement.
- 29.02 Probationary Employees shall not be placed on the seniority list until completion of the probationary period pursuant to the terms of Article 8.00 (Probation). Bargaining Unit seniority commences upon completion of the probationary period and will reflect the date of hire.
- 29.03 The Company shall, no later than January 15 and July 15 of each year, post a seniority list which shall reflect both Company and Bargaining Unit seniority of each Employee as of the first day of the preceding month. The list will contain the following information:
- Name
 - Classification
 - Position
 - Base
 - Bargaining unit seniority
 - Company seniority date
- An Employee has the responsibility to review the seniority list and bring to the attention of Management any alleged omissions or errors affecting their seniority. The seniority list will remain posted on bulletin boards at each base until superceded by a subsequent list.
- 29.04 Transfers within the Bargaining Unit
If an Employee successfully obtains a position in another classification within the bargaining unit, the Employee's bargaining unit seniority shall continue to accrue.
- 29.05 When an Employee accepts a non-Bargaining Unit position within First Air Maintenance, the Employee will continue to pay GAFAE dues and accrue Bargaining Unit seniority, provided the Employee returns to the bargaining unit within twelve (12) months. The Employee acknowledges that payment of dues is for the purpose of accruing seniority and does not entitle them to the terms and conditions of this agreement.
- 29.06 An Employee who takes a Company approved leave of absence under article 17.00 (Leave of Absence) will maintain his Bargaining Unit seniority but not accrue it.



29.07 Where two (2) or more Employees have equal Bargaining Unit seniority, their relative placement on the seniority list will be determined in the following priority:

- i) Company Seniority
- ii) Lottery acceptable to both the Company and GAFAE

29.08(a) An Employee, who is discharged, retires, resigns, or fails to return from lay off according to the recall procedure, shall lose all seniority.

29.08(b) An Employee who holds a position in the Company that is beyond the scope of this Agreement for more than twelve (12) months will lose their Bargaining Unit seniority

ARTICLE 30.00 - LAYOFF, BUMPING AND RECALL

30.01 Reductions of staff will be made by location and within each classification in reverse order of bargaining unit seniority. However, where the Company plans to layoff staff out of seniority order, GAFAE must be consulted and agree to the out of seniority order layoff.

30.02(a) Notification to GAFAE
The Company will inform GAFAE of pending layoffs as soon as reasonably possible.

30.02(b) Layoff Notice
An Employee will be advised in writing at least fifteen (15) days in advance, or more where practicable, of the Company's intention to lay the Employee off. The Company may elect to provide pay in lieu of notice to the Employee. The notification will be delivered either by Registered mail or by hand, and shall include information with respect to post-layoff benefits.

30.03 Where there is a vacant bargaining unit position in the Company and an Employee is to be laid off, he shall be offered that vacant position if it is at his equivalent classification level and if he is qualified. An Employee accepting the position shall have his move paid in accordance with the provisions of article 40.00 (Relocation Allowances), as applicable. If the Employee refuses the vacant position and does not want to relocate, then he may exercise his bumping rights pursuant to clause 30.04(a), (b), (c), and is subject to the provisions of clause 30.06.

30.04(a) Bumping Rights
Where an Employee has received a layoff notice and decides to bump, he must bump the most junior person at a location in the bargaining unit. An Employee may bump to an equivalent or lower classified position for which he is qualified.

30.04(b) An Employee wishing to exercise their bumping rights must do so in writing to Management within fifteen (15) days of the date of the layoff notice. If the Employee's bumping rights are not exercised he forfeits this right and is laid off. Bumping is only applicable in a layoff situation.

30.04 (c) There shall be a maximum of two (2) bumps and three (3) Employees affected by an initial notice of layoff. For further clarification, if Employee "A" receives a layoff notice,



he may bump Employee "B", who may in turn bump Employee "C". Employee "C" is laid off and may not bump.

30.05(a) Salary Protection

If an Employee bumps into a lower classification level, he will maintain his former higher classification's salary for a period of one (1) year from the date of the bump.

30.05(b) Notwithstanding 30.04(a), where an Employee bumps down greater than two (2) classification levels, he will be paid at a maximum of two (2) classification levels above the position he bumped to for a period of one (1) year from the date of the bump.

30.06 Where, an Employee bumps to another location, relocation expenses will not be paid by the Company as it is considered an Employee requested move. At its discretion Management may provide assistance to an Employee bumping to another location or base.

30.07 Recall List

An Employee who is laid off will be placed on a recall list for one (1) year. Employees will be called back to work in order of bargaining unit seniority for positions they are qualified to perform. If an Employee is not called back to work within one (1) year from the date of layoff, his employment with the Company is terminated.

30.08 An Employee who has accepted a recall to a lower classified position shall have his salary protected in the same manner described in 30.04(a) and 30.04(b).

30.09 An Employee who accepted a recall to a lower classified position will be offered the first available position at his former classification before going to the recall list to fill the position.

30.10(a) It is the responsibility of the Employee to provide the Company with up to date information concerning his mailing address and phone number in order to facilitate a recall to work. An Employee has fifteen (15) days to respond to a recall. Should the Employee not respond within that time frame they are deemed to have resigned from employment.

30.10(b) It is the Employee's responsibility to notify the Company in writing if he will not be reachable at the address or phone number provided to the Company pursuant to clause 30.10(a), for a period of greater than fifteen (15) days. In that circumstance, the Employee must provide an alternate contact address and phone number. Where an Employee has provided notice that he is not reachable at his normal address and phone number, and where the Company attempts to contact the Employee for the purposes of a recall and is unsuccessful, the Employee forfeits the right to the recall but remains on the recall list. Where the Employee has not advised the Company pursuant to the requirements of clause 30.10(b), and where the Company attempts to contact the Employee for the purposes of a recall and is unsuccessful, the provisions of clause 30.10(a) shall apply.

30.11 A laid off Employee who refuses a recall to his former classification is deemed to have resigned from employment. However, an Employee may refuse a recall to a lower classified position and still remain on the recall list.



- 30.12 While on the recall list an Employee will accrue seniority.
- 30.13(a) **Benefit Coverage while on Layoff**
An Employee who is laid off shall continue to have benefit coverage for one hundred and twenty (120) days following the date of layoff as long as he pays his portion of the benefits.
- 30.13(b) A laid off Employee must advise the Company if he secures employment elsewhere. Benefits with the Company will cease, but the Employee will remain on the recall list pursuant to clause 30.07.
- 30.14 **Job Postings outside the Bargaining Unit**
Laid off Employees are eligible to apply for other positions within the Company while on the recall list. It is the responsibility of Employees on the recall list to contact Human Resources to obtain information on positions outside of the bargaining unit.
- 30.15 The Company shall provide familiarization training, if required, to an Employee bumping to another position or being recalled from the recall list.
- 30.16 **Severance**
Severance pay will be provided to a laid off Employee in accordance with the terms of the First Air "Human Resources Policy Manual". Where a layoff is expected to be permanent, severance pay will be provided upon termination of employment. Where a layoff occurs and it is of a temporary nature, severance will only be paid out if the layoff continues for one (1) year.

ARTICLE 31.00 - FILLING OF VACANCIES

- 31.01 Notices to fill vacancies in the bargaining unit may be posted internally and externally at the same time.
- 31.02 Where a staffing competition is held to fill a bargaining unit position, GAFAE members will be given first priority over non-GAFAE candidates where they are rated equal.

ARTICLE 32.00 - HEALTH AND SAFETY

- 32.01 The Company and the Association agree to promote safe and healthy working conditions and procedures, and to encourage Employees to adopt and follow sound health and safety procedures in the performance of their work. The parties agree that health and safety in the workplace is everyone's responsibility.



32.02(a) Accommodation: The Company, the Association, and Employees, recognize the benefits to reintegrating and accommodating injured or disabled Employees back into the workplace as soon as possible. All parties will work cooperatively in order to achieve this goal.

32.02(b) Salary Protection for Accommodated Employees: Where an Employee is accommodated into a position that has a lower pay scale than the position he occupied immediately prior to the accommodation, the Employee will maintain his former higher pay scale for up to one year (365days) from the date the accommodation begins.

ARTICLE 33.00 -SUPERVISORS

33.01 Disciplinary Authority Supervisors have the authority to issue verbal reprimands, written reprimands, and emergency suspensions. However, a Supervisor will not issue a non-emergency suspension to a bargaining unit member.

33.02 The Company retains the right to select and appoint acting Supervisors as necessary. Refer to Article 42.00.

33.03 Supervisors shall be given training appropriate to the role.

33.04 The Company shall provide a list of Supervisors to GAFAE on a quarterly basis.

ARTICLE 34.00 - TRAINING

34.01 All training opportunities within the Company will be posted and a copy will be provided to the Association.

34.02 For Company approved training, Management may select GAFAE members to train **other Employees in specific areas covered by their expertise. All GAFAE trainers are to be provided formal training in instructional techniques.** Where a GAFAE member provides formal training, which is, authorized by Management and carried out in accordance with a published syllabus, he will be remunerated with a per diem of forty dollars (\$40.00) per training day. Management will ensure that applicable training aids will be made available.

34.03 A GAFAE member may request training from his Manager, however Management maintains the discretion to approve Employees for training.

34.04 The provisions of article 22.00 (Term Assignment) and article 23.00 (Emergency Assignment) are not applicable to Employees sent on training. Employees sent on Initial Aircraft Endorsement courses will be paid a standard forty (40)hour workweek or actual hours worked.

ARTICLE 35.00 - UNIFORMS

35.01 Employees who are provided with uniforms are to wear their uniforms at all times while at work.



- 35.02 At the discretion of Management, an Employee who does not qualify for a uniform allotment may be provided with a uniform item or items, pursuant to the terms of the First Air "Human Resources Policy Manual". Payment for such items may be made through a payroll deduction when applicable.
- 35.03 For Employees whose job functions require them to regularly work in a safety toe area as defined in the Canada Labour Code, they will be provided with a yearly fifty dollar (\$50.00) allowance to contribute to the purchase of safety footwear.
- 35.04 Uniform pieces shall be replaced by the Company at the end of their useful life in accordance with the terms of the First Air "Human Resources Policy Manual".
- 35.05 If any uniform item is damaged as a result of normal usage, or if any item wears out prematurely because of workmanship or defect, the Company shall repair or replace the item at no cost to the Employee.
- 35.06 The Company shall provide clothes washing facilities for uniformed Employees at each base, unless already provided in staff housing.
- 35.07 In special circumstances and at Management's discretion a non-uniformed Employee may be reimbursed for dry cleaning costs associated with an item of clothing that was soiled at work in the performance of his duties, and where dry cleaning is the only effective method of cleaning the item.

ARTICLE 36.00 - COMPANY CLOTHING

- 36.01 All GAFAE members will be able to purchase First Air promotional clothing at Company cost rate. This provision does not apply to those items which are part of a Company Uniform.

ARTICLE 37.00 - MERGERS AND BUY-OUTS

- 37.01 In the event of a change in ownership of the Company or merger with another Company, or any other change in corporate identity, this Agreement will remain in full force and effect and the recognition then in effect, issued by the Canada Industrial Relations Board (hereinafter "the Board") shall not be affected in any way, unless otherwise governed or directed by the Board.
- 37.02 If First Air buys out or merges with a nonunionized Company, bargaining unit seniority will be based on the start date of permanent employment with First Air unless otherwise directed by the Board.

ARTICLE 38.00 - PRECEDENCE OF COLLECTIVE AGREEMENT

- 38.01 The terms of this Agreement will prevail over the terms of the First Air "Human Resources Policy Manual" where they are at variance.
- 38.02 Any policy or directive issued by Management will not contravene the provisions of this Agreement.



ARTICLE 39.00 - MEAL ALLOWANCE

39.01 Unless meals are already provided, Employees away from home on business shall be entitled to the following meal allowance per complete or part- day away, no receipts required:

MEAL CDN\$	N.W.T. & GREENLAND	ALL OTHER LOCATIONS
BREAKFAST	\$10.00	\$8.00
LUNCH	\$14.00	\$12.00
DINNER	\$22.00	\$17.00
SNACK	\$8.00	\$6.00
DAILY TOTAL	\$54.00	\$43.00

39.02 All claims for meal allowances shall be submitted, in writing, on a properly approved expense claim form, to Accounts Payable, Carp.

39.03 When out of Canada, the above allowances shall apply in U.S. dollars.

39.04 Where an Employee is traveling outside North America, their meal allowance will be equal to the Meal Allowance that other Company Employees are receiving on the same travel assignment.

39.05 The Company will make reasonable effort to provide Employees with their Meal Allowance in advance. The Employee will ensure that properly completed expense claim forms are submitted within fourteen (14) days of return to work at their Home Base.

39.06 Where authorized by Management, meal expenses in excess of the published allowance may be approved from time to time where the Employee can justify the expense. Meal Allowances in this article may be adjusted from time to time in conjunction with policies set forth by the Company, but in no circumstances will be less than what is set forth in this article.

ARTICLE 40.00 - RELOCATION ALLOWANCES

40.01 Employees who are requested to move by the Company, including moves following bidding, or moves to avoid lay-offs as detailed in the clause 30.03, shall be entitled to the following:

- Time-off – Employees shall be allowed a period of up to ten (10) calendar days with no loss of scheduled pay between the time he is relieved of his duties and the time he is required to report at the new location.
- Transportation – Employees, their spouse and dependent children shall be allowed free, confirmed passes to the new location plus one (1) space available pass for the Employee and spouse to conduct a house hunting trip.



- **Living expenses** – Employees will be allowed reasonable living expenses up to a maximum of \$1500.00 CAD while moving, for a period up to ten (10) days. Receipts shall be required.
- **Personal Effects** – First Air shall pay for up to a maximum weight of ten thousand (10,000) pounds with the right to determine the method of transportation plus fifteen hundred (1500) pounds per dependant to a family maximum of fifteen thousand (15,000)pounds.

40.02 Where an Employee requests to move, the Company is not obligated to pay for any costs associated with such a move.

40.03 The provisions of this article are not applicable where a Carp Employee accepts a position in Ottawa or an Ottawa Employee accepts a position in Carp.

ARTICLE 41.00 - GENERAL PROVISIONS

41.01 Company Travel

Where an Employee is traveling on Company business, the shift start time will be one (1) hour prior to scheduled departure time.

41.02 Flight Bumping

Where an Employee is returning home and is bumped off their scheduled flight, the Company will pay the individual a sum of two hundred (\$200) dollars for the first bump and three hundred (\$300) dollars for each subsequent bump in that calendar year. This payment will only be made where the rescheduled flight does not allow them to return home within the same day and requires an overnight stay. The Employee must make every reasonable effort to reschedule himself on the next available flight regardless of carrier.

41.03 Change in Assignment

Where a same day assignment becomes an overnight stay the terms of Article 22 apply.

ARTICLE 42.00 - ACTING ASSIGNMENTS

42.01 Where an Employee has been appointed to a higher classified position, for a minimum of one day, the Employee shall be paid at the level in the acting pay range closest to but no lower than his current pay level or four percent (4%) more than his current salary, whichever is greater.

42.02 An acting assignment may be up to six (6) months duration. Acting assignments of six (6) months or more shall be posted. An employee in an acting assignment that continues beyond twelve (12) months will be deemed permanent in that position.



ARTICLE 43.00 - PAY LEVELS

43.01 For each of the pay scales below, employees shall receive pay increases in the following manner:

- (a) Effective immediately upon ratification, Employees will receive a pay increase by way of moving to the new pay level that corresponds to their current pay level. For example an Aircraft Maintenance Apprentice currently making \$23.413 (\$11.26 per hour) shall move to \$28.095 (\$13.51 per hour) on the new pay scale.
- (b) Effective December 1, 2002 Employees will receive an incremental increase within the current level. This is not a step on the pay scale levels.
- (c) Effective December 1, 2003 Employees will receive a 3% increase. This is not a step on the pay scale levels.

I. AIRCRAFT TECHNOLOGY PAY SCALES

TABLE 1 - GAFAPP

Aircraft Maintenance Apprentice Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$11.59	\$13.51	\$13.91
2	\$13.51	\$14.96	\$15.41
3	\$14.96	\$17.01	\$17.52
4	\$17.01	\$17.69	\$18.22

* Note: An apprentice progresses to the next level on their hire date anniversary and after successful completion of the pertinent level exam. Upon successful completion of the level 4 exam, the Employee will automatically progress to Table 2, Level 1.

TABLE 2 - GAFMTA

Aircraft Maintenance Technicians* without AME License, Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$17.55	\$18.48	\$19.03
2	\$18.48	\$19.23	\$19.80
3	\$19.23	\$19.77	\$20.36
4	\$19.77	\$20.57	\$21.19
5	\$20.57	\$21.38	\$22.02
6	\$21.38	\$22.27	\$22.94
7	\$22.27	\$23.16	\$23.86

* Note: Applicable to employees holding such a position in the following departments: Aircraft, Component Shop, Power Plant, Sheet Metal, Avionics Line and Shop



TABLE 3 - GAFAME

**Aircraft Maintenance Technicians with AME License, Pay Scale
effective July 17, 2001**

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$18.72	\$19.71	\$20.30
2	\$19.71	\$20.51	\$21.12
3	\$20.51	\$21.09	\$21.72
4	\$21.09	\$21.94	\$22.60
5	\$21.94	\$22.80	\$23.49
6	\$22.80	\$23.76	\$24.47
7	\$23.76	\$24.71	\$25.45

TABLE 4 - GAFSCA

**Aircraft Maintenance Technicians with Shop Certification Authority
(SCA)* with or without AME License, Pay Scale effective July 17, 2001**

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$17.61	\$18.84	\$19.41
2	\$18.84	\$19.65	\$20.24
3	\$19.65	\$20.92	\$21.55
4	\$20.92	\$22.20	\$22.86
5	\$22.20	\$23.57	\$24.28
6	\$23.57	\$25.48	\$26.25
7	\$25.48	\$26.50	\$27.30

* Note: Applicable to employees holding such a position in the
following departments: Component Shop, Power Plant, Sheet Metal,
Avionics Line and Shop, Tool Calibration

TABLE 5 - GAFACA

**Aircraft Maintenance Engineers (AME) in ACA Accredited Positions,
Pay Scale effective July 17, 2001**

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$20.13	\$21.53	\$22.18
2	\$21.53	\$22.45	\$23.13
3	\$22.45	\$23.91	\$24.63
4	\$23.91	\$25.37	\$26.13
5	\$25.37	\$26.94	\$27.74
6	\$26.94	\$29.13	\$30.00
7	\$29.13	\$30.29	\$31.20



TABLE 6 - GAFMAC

Maintenance Supervisors/Coordinators, Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$29.51	\$30.87	\$31.80
2	\$30.87	\$32.23	\$33.19
3	\$32.23	\$33.22	\$34.22
4	\$33.22	\$34.55	\$35.59

(*) Denotes previous Levels and Scale

TABLE 7 - GAFMED

Mechanical Designers*, Engineers* Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$17.61	\$18.84	\$19.41
2	\$18.84	\$19.65	\$20.24
3	\$19.65	\$20.92	\$21.55
4	\$20.92	\$22.20	\$22.86
5	\$22.20	\$23.57	\$24.28
6	\$23.57	\$25.48	\$26.25
7	\$25.48	\$26.50	\$27.30

* An employee in one of these positions who has an AME License, or Delegate, or who has graduated with a certificate or degree from a recognized and accredited college or university in a trade or specialization that has a direct bearing and application on his duties in one of these positions, will be paid an additional five percent (5%) on his hourly wage rate.

TABLE 8 - GAFANL

Maintenance Analysts, Reliability Analysts*, Power Plant Administrators*, and Planners*, Continuing Airworthiness Analysts*, Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$17.55	\$18.48	\$19.03
2	\$18.48	\$19.23	\$19.80
3	\$19.23	\$19.77	\$20.36
4	\$19.77	\$20.57	\$21.19
5	\$20.57	\$21.38	\$22.02
6	\$21.38	\$22.27	\$22.94
7	\$22.27	\$23.16	\$23.86

* An employee in one of these positions who has an AME License, delegate, or who has graduated with a certificate or degree from a recognized and accredited college or university in a trade or specialization that has a direct bearing and application on his duties in



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

one of these positions, will be paid an additional five percent (5%) on his hourly wage rate.

DECEMBER 01, 2001. TO NOVEMBER 30, 2004.

September 16, 2002.



II. NON-DESTRUCTIVE TESTING (NDT) PAY SCALES

TABLE 9 - GAFNDA

Non-Destructive Testing (NDT) Apprentice Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$10.14	\$11.82	\$12.17
2	\$11.82	\$13.09	\$13.48
3	\$13.09	\$14.88	\$15.33
4	\$14.88	\$15.48	\$15.94

TABLE 10 - GAFND1

Non-Destructive Testing (NDT) Technician I, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$17.56	\$18.48	\$19.03
2	\$18.48	\$19.23	\$19.80
3	\$19.23	\$19.77	\$20.36
4	\$19.77	\$20.57	\$21.19
5	\$20.57	\$21.38	\$22.02
6	\$21.38	\$22.27	\$22.94
7	\$22.27	\$23.16	\$23.86

TABLE 11 - GAFND2

Non-Destructive Testing (NDT) Technician II, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$23.16	\$23.86	\$24.57
2	\$23.86	\$24.57	\$25.31
3	\$24.57	\$25.31	\$26.07
4	\$25.31	\$26.07	\$26.85
5	\$26.07	\$27.11	\$27.93

TABLE 12 - GAFND3

Non-Destructive Testing (NDT) Technician III, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$26.08	\$26.86	\$27.67
2	\$26.86	\$27.67	\$28.50
3	\$27.67	\$28.50	\$29.35
4	\$28.50	\$29.35	\$30.23
5	\$29.35	\$30.23	\$31.14
6	\$30.23	\$31.14	\$32.07
7	\$31.14	\$32.39	\$33.36



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

DECEMBER 01, 2001. TO NOVEMBER 30, 2004.

September 16, 2002.



III. STORES PAY SCALES

TABLE 13 - GAFDRS

Driver - Stores, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$9.18	\$10.05	\$10.35
2	\$10.05	\$10.92	\$11.25
3	\$10.92	\$11.19	\$11.53
4	\$11.19	\$11.53	\$11.87
5	\$11.53	\$11.85	\$12.21
6	\$11.85	\$12.33	\$12.70

TABLE 14 - GAFSKA

Stock Keepers/Stores Agents, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$11.43	\$11.98	\$12.34
2	\$11.98	\$12.77	\$13.15
3	\$12.77	\$12.96	\$13.35
4	\$12.96	\$13.36	\$13.76
5	\$13.36	\$13.71	\$14.12
6	\$13.71	\$14.18	\$14.61
7	\$14.18	\$14.75	\$15.19

TABLE 15 - GAFSAA

Stores Agents in SAA Accredited Positions, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$13.48	\$14.13	\$14.55
2	\$14.13	\$14.53	\$14.97
3	\$14.53	\$14.99	\$15.44
4	\$14.99	\$15.57	\$16.04
5	\$15.57	\$15.99	\$16.46
6	\$15.99	\$16.46	\$16.95
7	\$16.46	\$17.12	\$17.63

TABLE 16 - GAFSLH

Stores Lead Hand, Pay Scale July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$14.02	\$14.69	\$15.13
2	\$14.69	\$15.11	\$15.56
3	\$15.11	\$15.59	\$16.06
4	\$15.59	\$16.19	\$16.68
5	\$16.19	\$16.62	\$17.12
6	\$16.62	\$17.12	\$17.63



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

7	\$17.12	\$17.80	\$18.34
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DECEMBER 01, 2001. TO NOVEMBER 30, 2004.

September 16, 2002.



TABLE 17 - GAFSTS

Stores Supervisors, Material Control Supervisors, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$16.87	\$17.78	\$18.31
2	\$17.78	\$18.74	\$19.30
3	\$18.74	\$19.14	\$19.72
4	\$19.14	\$20.11	\$20.71
5	\$20.11	\$21.07	\$21.70
6	\$21.07	\$22.65	\$23.33
7	\$22.65	\$23.56	\$24.26

IV. INTERIOR AIRCRAFT TECHNICIAN PAY SCALES

TABLE 18 - GAFINT

Interior Aircraft Technicians, Pay Scale* effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$10.14	\$11.82	\$12.18
2	\$11.82	\$13.08	\$13.48
3	\$13.08	\$14.89	\$15.34
4	\$14.89	\$15.48	\$15.95

* An employee in this position who has Shop Certification Authority (SCA) will be paid an additional five percent (5%) on his hourly wage rate.

TABLE 19 - GAFINS

Interior Aircraft Supervisors/Coordinators*, Grooming Supervisors,

Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$17.60	\$18.50	\$19.06
2	\$18.50	\$19.40	\$19.99
3	\$19.40	\$20.31	\$20.91
4	\$20.31	\$21.00	\$21.63
5	\$21.00	\$21.63	\$22.28
6	\$21.63	\$22.50	\$23.17

* An employee in this position who has Shop Certification Authority (SCA) will be paid an additional five percent (5%) on his hourly wage rate.

TABLE 20 - GAFGRO

Groomers, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$9.14	\$9.72	\$10.01
2	\$9.72	\$10.35	\$10.66



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

3	\$10.35	\$10.73	\$11.06
4	\$10.73	\$11.03	\$11.36
5	\$11.03	\$11.32	\$11.66
6	\$11.32	\$11.78	\$12.13



V. GROUND VEHICLE MAINTENANCE PAY SCALES

TABLE 21 - GAFVMA

Ground Vehicle Maintenance Apprentice Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$10.14	\$11.82	\$12.17
2	\$11.82	\$13.09	\$13.48
3	\$13.09	\$14.88	\$15.33
4	\$14.88	\$15.48	\$15.94

TABLE 22 - GAFVMT

Ground Vehicle Maintenance Technicians without License, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$17.55	\$18.48	\$19.03
2	\$18.48	\$19.23	\$19.80
3	\$19.23	\$19.77	\$20.36
4	\$19.77	\$20.57	\$21.19
5	\$20.57	\$21.38	\$22.02
6	\$21.38	\$22.27	\$22.94
7	\$22.27	\$23.16	\$23.86

TABLE 23 - GAFVML

Ground Vehicle Maintenance Technicians with License, Pay Scale effective July 17, 2001

	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$17.61	\$18.84	\$19.41
2	\$18.84	\$19.65	\$20.24
3	\$19.65	\$20.92	\$21.55
4	\$20.92	\$22.20	\$22.86
5	\$22.20	\$23.57	\$24.28
6	\$23.57	\$25.48	\$26.25
7	\$25.48	\$26.50	\$27.30

TABLE 24 - GAFVMS

Ground Vehicle Maintenance Supervisors, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$23.33	\$25.31	\$26.07
2	\$25.31	\$26.66	\$27.46
3	\$26.66	\$27.67	\$28.50
4	\$27.67	\$28.94	\$29.81
5	\$29.94	\$30.21	\$31.12



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

6	\$30.21	\$31.14	\$32.08
7	\$31.14	\$32.39	\$33.36

DECEMBER 01, 2001. TO NOVEMBER 30, 2004.

September 16, 2002.



VI. FACILITIES/BUILDING MAINTENANCE PAY SCALES

TABLE 25 - GAFBM1

Building Maintenance Technicians Level I, Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$10.33	\$10.92	\$11.25
2	\$10.92	\$11.74	\$12.10
3	\$11.74	\$12.13	\$12.50
4	\$12.13	\$12.51	\$12.89
5	\$12.51	\$12.84	\$13.22
6	\$12.84	\$13.35	\$13.75

TABLE 26 - GAFBM2

Building Maintenance Technicians Level II*, Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$15.52	\$16.06	\$16.54
2	\$16.06	\$16.67	\$17.17
3	\$16.67	\$17.21	\$17.72
4	\$17.21	\$17.89	\$18.43

*** An employee in this position who holds a licensed Trades certificate as a Carpenter, Electrician, Plumber, or for Construction will be paid an additional five percent (5%) on his hourly wage rate.**

TABLE 27 - GAFBMS

Building Maintenance Supervisors*, Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$18.50	\$19.40	\$19.99
2	\$19.40	\$20.31	\$20.92
3	\$20.31	\$21.00	\$21.63
4	\$21.00	\$21.84	\$22.50

*** An employee in this position who holds a licensed Trades certificate as a Carpenter, Electrician, Plumber, or for Construction will be paid an additional five percent (5%) on his hourly wage rate.**

VII. CLERICAL PAY SCALES

TABLE 28 - GAFCL1

Clerks Level 1, Pay Scale effective July 17, 2001

Level	July 17, 2001	December 1, 2002	December 1, 2003
1	\$9.18	\$10.05	\$10.35
2	\$10.05	\$10.92	\$11.25
3	\$10.92	\$11.19	\$11.53
4	\$11.19	\$11.53	\$11.87



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

5	\$11.53	\$11.85	\$12.21
6	\$11.85	\$12.33	\$12.70

DECEMBER 01, 2001. TO NOVEMBER 30, 2004.

September 16, 2002.



TABLE 29 – GAFCL2

Clerks Level 2, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$10.33	\$10.92	\$11.25
2	\$10.92	\$11.74	\$12.10
3	\$11.74	\$12.13	\$12.50
4	\$12.13	\$12.51	\$12.89
5	\$12.51	\$12.84	\$13.22
6	\$12.84	\$13.28	\$13.68
7	\$13.28	\$13.81	\$14.23

TABLE 30 – GAFCL3

Clerks Level 3, Librarian, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$12.62	\$13.23	\$13.62
2	\$13.23	\$13.61	\$14.01
3	\$13.61	\$14.04	\$14.46
4	\$14.04	\$14.58	\$15.02
5	\$14.58	\$14.97	\$15.42
6	\$14.97	\$15.41	\$15.87
7	\$15.41	\$16.03	\$16.51

TABLE 31 – GAFCL4

Clerks Level 4, Tech Ops, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$13.77	\$14.37	\$14.80
2	\$14.37	\$14.91	\$15.36
3	\$14.91	\$15.52	\$15.99
4	\$15.52	\$16.06	\$16.54
5	\$16.06	\$16.67	\$17.17
6	\$16.67	\$17.21	\$17.72
7	\$17.21	\$17.89	\$18.43

VIII. RAMP ATTENDANT PAY SCALE

TABLE 32 - GAFRMP

Ramp Attendants, Pay Scale effective July 17, 2001

<u>Level</u>	<u>July 17, 2001</u>	<u>December 1, 2002</u>	<u>December 1, 2003</u>
1	\$9.27	\$10.14	\$10.45
2	\$10.14	\$11.03	\$11.36
3	\$11.03	\$11.30	\$11.64
4	\$11.30	\$11.64	\$11.99
5	\$11.64	\$11.97	\$12.33



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

6	\$11.97	\$12.44	\$12.82
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ARTICLE 44.00 - GROUP R.R.S.P PLAN

44.01 Each member of the bargaining unit has the option of signing up and participating in the Company administered and selfdirected Group Registered Retirement Savings Plan.

44.02 After signing up for the GRRSP program, for each twelve (12) month period that an employee participates in the program, the Company contribution shall be in accordance with the following schedule:

	Year 1	Year2	Year3	Year 4+
Company portion	2%	3%	4%	5%
Employee portion	2%	2%	2%	2%

44.03 The contribution paid by the Employee and the Company is based upon the employee's earned base pay (excluding monies received for overtime, STD, LTD, Northern Living Allowance). The Employee may contribute, through payroll deductions, a percentage amount in excess of the two (2) percent, but the Company does not match that excess amount.

44.04 In order to receive the Employer's contribution, the person must be an employee of the Company at the time of the Company payment. The Employer's contribution will be made yearly on the pay closest to, but not later than February 1st and will be based on the previous calendar year's base pay paid from the date of enrollment in the Group RRSP.

44.05 The Company will establish policies and rules concerning the GRRSP.



APPENDIX A – ATTACHMENTS AND MEMORANDUMS OF AGREEMENTS

ATTACHMENT 1 – ROTATIONAL PAY MODEL

<i>Rotation Cycle Duration</i>	<i>Days worked</i>	<i>Days out</i>	<i>Total Days</i>	<i>Rotations/year</i>
3 wks in / 3 wks out	22	20	42	8.69 (365/42 days)
4 wks in / 4 wks out	29	27	56	6.52 (365/56 days)
4 wks in / 2 wks out	29	13	42	8.69 (365/42 days)

(A) Rotational cycle amount (Hourly rate – 22.65 with 5 wks vacation)

Rotation Cycle: 3 wks in 3 wks out
 Number of workdays in cycle: 22 days
 Guarantee hours per day: 11.5
 Total hours worked = 11.5 x 22 = 253 hrs 253
 Vacation Credit: e.g.: 5 weeks x 40 hours = 200 hrs
 200 hrs x (# of standard hrs in cycle (6wksx40hrs) 12080) = 23 hrs 23
 Total Hours Accumulated for cycle = 276 hrs 276

Pay Calculation for each Rotational Cycle:
 Standard hours for rotation cycle: 6 weeks x 40 hrs 240
 At Straight time (6 x 40) = 240 x hrly rate (22.65) = 5,436.00 5,436.00
 At Overtime (276 – 240) x 1.5 x 22.65 = 1,223.10 1,223.10
 Vacation on overtime @ 10% = 122.31 122.31
 Total Amount 6,781.41 6,781.41
 Amount paid each pay (6781.41 / 3) = 2,260.47 2,260.47

At the end of the rotational cycle actual hours worked will be compared to those paid per the model above. Stat holidays that occurred during the rotational cycle will be added at that time. Any difference will be settled on the payday following the month in which the rotational cycle ends.

(B) Annual Rotational Pay (Hourly rate – 22.65 with 5 wks vacation and 3-3)

Total hours accumulated per year (8.69 cycles x 253 hrs/cycle) 2,198.6 hrs 2198.6
 Vacation Credit (5 wks x 40 hours) 200 hrs 200



AGREEMENT BETWEEN **FIRST AIR** AND **THE GROUP ASSOCIATION FIRST AIR EMPLOYEES**
MAINTENANCE AND MAINTENANCE SUPERVISORS

Statutory Holiday Credits (9 days at 11.5 hrs each day)	103.5 hrs
Total Hours Accumulated for 1 year rotation	2,502.1
<u>Pay Calculation for each Yearly Rotation:</u>	
Standard hours for year = 2080 hrs x hrly rate =	47,112.00
At Overtime (2502.1 - 2080) x 1.5 x 22.65 =	14,340.85
Vacation on overtime @ 10% =	1,434.08
Total Amount	62,886.93



ATTACHMENT 2 - ROTATION RECONCILIATION METHODOLOGY

Re: Reconciliation Methodology

Rotational Pay Model

Example: 3 in 3 art employee

New Pay Methodology: GAFMTA Scale 2, Level 4: 19.77/hr

Actual hours worked 22 days at 11.5 Hours		253.0	
Vacation Credit 3 weeks x 40 Hours - 120 hours x (240/2080)		13.8	
Stat Credit (if stat occurred during this 6 week period)			
1 stat @ 11.5		11.5	
		278.3	
Less standard hours			
	at straight time	240.0	240.0 \$4744.80
	At over time	38.3	57.45 \$1135.79
	Vacation on overtime	@ 6%	\$68.15
		278.3	297.5 \$5948.73

Old Pay Methodology: GAFMTA Scale (current column), Level 4: 18.83/hr

(Stat falls on time out)

	Reg time	Overtime	Total
Actual hours worked 22 days at 11.5 hours	253		253.0
Stat Credit (if stat occurred during time out)			
1 stat @ 11.5 hours	120.0	11.5	11.5
	120.0	144.5	264.5
	120 +	x 1.5% = 336.75	
	\$2259.60	\$4081.40	\$6341.00
Plus Vacation pay @ 6%			380.5
			\$6721.50
			ShortFall \$ 772.77

Old Pay Methodology: GAFMTA Scale (current column), Level 4: 18.83/hr

(Stat falls on work day)

	Reg time	Overtime	Total
Actual hours worked 22 days at 11.5 hours	253		253.0
Stat Credit (if stat occurs during time worked)			
1 stat @ 11.5 hours	120.0	17.25	17.25
	120.0	150.25	270.25
	120 +	x 1.5% = 336.75	
	\$2259.60	22538	\$6503.41
Plus Vacation pay @ 6%		4243.81	390.2
			\$6893.62
			ShortFall \$ 944.88



ATTACHMENT 3 - ROTATIONAL MAINTENANCE TECHNICIAN TO ACA CONFIRMATION

MEMORANDUM OF AGREEMENT BETWEEN
BRADLEY AIR SERVICES /FIRST AIR (EMPLOYER)
AND THE
GROUP ASSOCIATION OF FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS BARGAINING UNIT

Re: Rotational Maintenance Technician to ACA Confirmation

This MOA is only applicable to those Maintenance Technicians on yearly rotational assignments prior to date of ratification.

Rotational Maintenance Technicians that obtain an AME license during the life of this contract, who so requests ACA, will automatically be issued appropriate company ACA along with corresponding pay scale classification once company requirements have been met.

This understanding is applicable for the duration of the current collective agreement; expiring November 30, 2004.



ATTACHMENT 4 - RETENTION BONUS FOR PERMANENT RESIDENTS IN SPECIFIED LOCATIONS

**MEMORANDUM OF AGREEMENT BETWEEN
BRADLEY AIR SERVICES / FIRST AIR (EMPLOYER)
AND THE
GROUP ASSOCIATION OF FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS BARGAINING UNIT**

Re: Retention Bonus for Permanent Residents in Specified Locations

Given the critical shortage of maintenance personnel currently being experienced within the airline industry, the parties agree that subject to the following terms and conditions, there shall be a Retention Bonus provided to bargaining unit members who permanently reside in specified select northern locations as detailed in (i) below.

1. A Retention Bonus of ten percent (10%) based upon an employee's earnings calculated monthly on standard hours ie. 2080/12. (This excludes earnings received for overtime, STD, LTD, Northern Living Allowance, and sick leave) in a given calendar year, shall be paid once per year on or about February 15 based on the previous year's earnings to eligible bargaining unit members. In order to be eligible for and receive this bonus, employees must:
 - (i) be a permanent resident of either Yellowknife, Iqaluit, Resolute or other location north of 55 degrees where the Company has a Base that the employee is permanently attached to, and;
 - (ii) be a resident of and assigned to work at one of the specified select northern locations and have worked full time through all of the previous year's months up to and including on the date of payment. Pro-rated portions will be acknowledged in monthly increments.
 - (iii) be an employee of First Air on the date of payment.
 - (iv) not be an employee on a permanent rotational schedule of one year or more.

For Calendar year 2001, the commencement of calculations for the Retention Bonus shall commence in month following the date of ratification, and is not retroactive prior to date of ratification.

2. This Memorandum shall come into force and effect as of the date of its signing and shall expire on November 30, 2004, notwithstanding that the final Retention Bonus shall be paid in February 2005, recognizing service up to and including November 30, 2004. ie. Payments will be made to eligible employees on:
 - Feb. 01, 2002 (from ratification to Dec. 31, 2001 period)
 - Feb. 01, 2003 (for Jan 01, 2002 to Dec. 31, 2002 period)
 - Feb. 01, 2004 (for Jan 01, 2003 to Dec 31, 2003 period)
 - Feb. 01, 2005 (for Jan 01, 2004 to Nov 30, 2004 period)
3. This agreement is without precedent or prejudice to any position that the Employer may take in the future.



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS

**ATTACHMENT 5 - NORTHERN RESIDENT HERCULES MAINTENANCE PERSONNEL ON ROTATION
SCHEDULE**

**MEMORANDUM OF AGREEMENT BETWEEN
BRADLEY AIR SERVICES /FIRST AIR (EMPLOYER)
AND THE
GROUP ASSOCIATION OF FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS BARGAINING UNIT**

Re: Northern Resident Hercules Maintenance Personnel on Rotation Schedule

It is agreed between GAFAE and Management that the Retention Bonus for Permanent Residents in Specified Locations and the existing Northern Living Allowance will apply to Yellowknife resident Maintenance personnel who are permanently assigned to the Hercules aircraft and have been placed on a permanent rotation schedule of one year or more.

DECEMBER 01, 2001. TO NOVEMBER 30, 2004.

September 16, 2002.



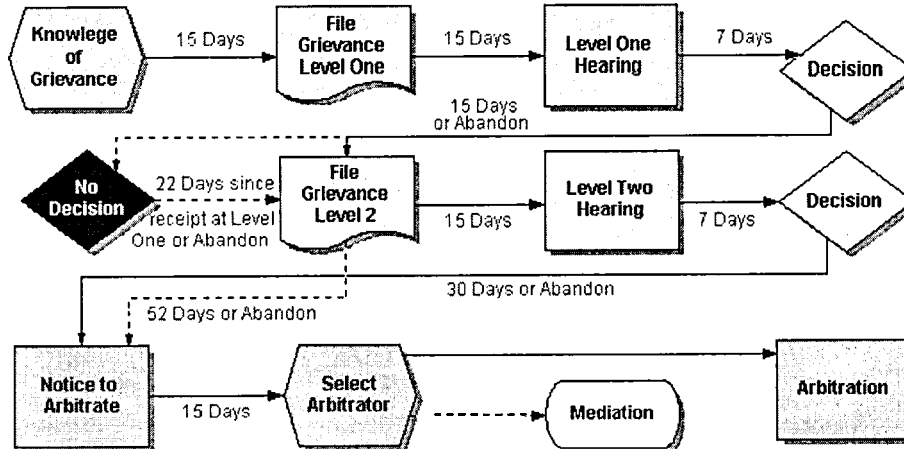
ATTACHMENT 6 - ROTATIONAL PROVISIONS

**MEMORANDUM OF AGREEMENT BETWEEN
BRADLEY AIR SERVICES /FIRST AIR (EMPLOYER)
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GROUP ASSOCIATION OF FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS BARGAINING UNIT**

- 1(a). Employees currently on a rotational schedule as of the date of ratification, shall have their wages calculated in accordance with the new methodology described above. However, following (the date of ratification), any affected employees shall have their wages compared to the wages that they would have earned under the former pay methodology at the wage rates in effect prior to the date of ratification. If there is a shortfall between the current wages earned and what they would have earned under the former pay methodology, the Company shall make up this difference the first pay period following the reconciliation of each rotational cycle. Reconciliation of actual current pay to former projected pay will be done within 30 days following each rotational cycle. This wage protection provision shall cease after the completion of their last rotational cycle (one cycle is deemed to be 3 weeks in and 3 weeks out), that occurs immediately after 18 months from the date of ratification. This provision (attachment 6) expires and ceases to apply after Jan 17, 2003. This provision applies only to those employees on a rotational schedule prior to or up to and including the date of ratification of this agreement.
- 1(b). For employees subject to paragraph 1(a) above and who are on a permanent 4 week in 2 week out rotation schedule for one year or more, they must convert to either a 3 week in 3 week out or 4 week in 4 week out rotation schedule within one (1) year of ratification of the collective agreement. Employees affected by this change are eligible for the provisions in 1(a).
2. Any employee accepting a rotational assignment after the signing of this Memorandum will not be subject to the provisions of paragraph 1(a) above but will fall under the new provisions of article 20 of the collective agreement.
3. The provisions of the new amended clause 20.03 shall come into force and effect upon date of signing of this Agreement, except as provided in paragraph 1(a) and (b) above.

ATTACHMENT 7 -DISPUTE RESOLUTIONTIMELINE

Dispute Resolution Timeline Illustration



Refer to the Contract for specific application of timeframes Group Association First Air Employees

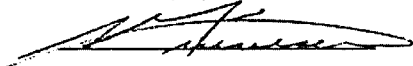
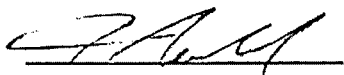


ATTACHMENT 8 - MEMORANDUM OF SETTLEMENT

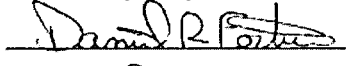
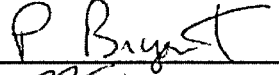
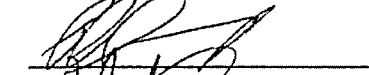


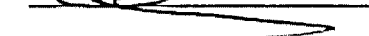
**MEMORANDUM OF AGREEMENT BETWEEN
BRADLEY AIR SERVICES / FIRST AIR (EMPLOYER)
AND THE
GROUP ASSOCIATION OF FIRST AIR EMPLOYEES
MAINTENANCE AND MAINTENANCE SUPERVISORS BARGAINING UNIT**

1. The undersigned representatives of both the Employer and the Association agree that they have reached a tentative agreement regarding all of the documents negotiated between the Company and the Association and finalized on June 15, 2001 for the purposes of revising the terms and conditions of employment contained in the collective agreement and for the term of the new collective agreement. The parties agree to recommend its acceptance unanimously to their principals for ratification.
2. The parties signatory hereto agree that the term of the new Collective Agreement shall be for three (3) years from November 30, 2001 and expire on November 30, 2004.
3. The parties acknowledge that the newly agreed to provisions of the collective agreement and other changes identified in the attached proposals, shall only come into force and effect from the date of ratification going forward and shall not be retroactive to any earlier date.
4. The Employer and the Union will use their best efforts to ensure that their principals ratify this memorandum of settlement and will not make any statements or take any actions which undermine the ratification process.

For the Employer

For the Bargaining Unit

Dated this 21 day of June 2001

