

# COLLECTIVE AGREEMENT BETWEEN



AND THE

 **Group Association** of First Air Employees

## **MAINTENANCE & MAINTENANCE SUPERVISORS**

Representing Maintenance, Facilities Maintenance and Administrative Support.

### **Duration of Agreement**

**December 01, 2007 to November 30, 2011**

12711 (04)



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**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 collaborative 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.



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**ARTICLE 1.00 - DEANITIONS**

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.

Assigned Work Location: A location that has been assigned to an Employee for a period of time. The Assigned Work Location may be a geographical location, or it may be designated by the type of work, i.e. Hercules, etc. The Assigned Work Location may be different than an Employee's Home Base.

Association: Group Association of First Air Employees, or GAFAE.

Casual Worker: 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 Workers shall not be utilised by the Company to perform work that has historically been accomplished by GAFAE Members while Members are on the recall list at the specific Home Base and Section. Casual Workers are not subject to the provisions of this collective agreement, although the Company shall still be required to deduct and remit dues to the Association as if the Casual Worker was a GAFAE Bargaining Unit Member.

Company: Bradley Air Services Ltd carrying out business as First Air

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 this collective agreement.

Coordinator: An Employee in the Maintenance Supervisors 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.

Designate: An individual appointed by the President of GAFAE to perform selected responsibilities.

Drafting: A method for management to recruit appropriately qualified Employees for overtime, modified rotational assignments and Term Assignments when there are insufficient volunteers.

Emergency Assignment: A work assignment with less than twenty-four (24) hours notice and that requires an overnight stay. For those Employees who would already be working an overnight shift, 'overnight stay' requires the Employee to be away from his Home Base beyond 20 hours past the start of the shift.

Employee: A person in the employ of the Company who falls under the scope of this agreement.



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**GAFAE Bargaining Unit (GBU):** The unit comprised of members from both the Maintenance Bargaining Unit (MBU) and the Maintenance Supervisors Bargaining Unit (MSBU).

**Home Base:** Employee's fixed place of work as defined in the Appointment Letter. Must be a geographical location described by an airport code and designated by the Company as a base of operations. The Home Base may be different than an Employee's Assigned Work Location.

**Job Title:** Description of Employee's function within the Company. Must be one of the Job Titles in the pay scales in this agreement. Additional Job Titles and corresponding pay scales may be added with GAFAE's approval. Amendments to the Job Titles list shall be distributed by the Company.

**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.

**Maintenance Bargaining Unit (MBU):** The unit covered by certificate 7515 as issued by the Canada Industrial Relations Board

**Maintenance Supervisors Bargaining Unit (MSBU):** The unit covered by certificate 7521 as issued by the Canada Industrial Relations Board

**Manager:** An employee who holds a position which is outside the GAFAE Bargaining Unit that requires the person to exercise managerial functions, duties and responsibilities on behalf of the Company. 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.

**Member:** A member in good standing of either the Maintenance Bargaining Unit or the Maintenance Supervisors' Bargaining Unit.

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

**Position:** Description which includes the Employee's Home Base, Job Title and Section

**Rotational Assignments:** A job assignment whereby the work schedule is averaged over a rotational cycle as detailed in an Appointment Letter.

**Section:** One of the areas of operation within the maintenance department. Descriptions of the current Sections can be found in Attachment 5. Additional Sections may be added with GAFAE's approval. Any amendments to Attachment 5 shall be distributed by the Company.

**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 twenty-four (24) hour period which form part of a Shift Schedule.



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Supervisor: An Employee in the Maintenance Supervisors 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 Worker: A person hired for a determinate period of time, less than 12 months, who has regularly scheduled hours assigned to him. Temporary Workers shall not be utilized by the Company to perform work that has historically been accomplished by GAFAE Members while Members are on the recall list at the specific Home Base and Section, without first utilizing the recall list. Temporary Workers are not subject to the provisions of this collective agreement, although the Company shall still be required to deduct and remit dues to the Association **as** if the Temporary Worker was a GAFAE Bargaining Unit Member.

Term Assignment: A work assignment other than a Rotational Assignment or modified rotational assignment that requires an Employee to be away from their Assigned Work Location and necessitates an overnight stay.

Time Banks: There shall be two Time Banks. The "Non-Cashable 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.



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**ARTICLE 2.00 - ASSOCIATION RIGHTS**

- 2.01 The Company recognizes the Association as the sole bargaining agent for those Employees who are covered under the scope of this agreement (article 5.00).
- 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, lay-off'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 for this information.
- 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 GAFAE Bargaining Unit Members a suitable room for each Home 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.





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**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.



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**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 GAFAE 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 those indeterminate Employees in the Maintenance (certificate 7515) and the Maintenance Supervisor Bargaining Unit (certificate 7521) who work twenty-four (24) hours per week or more on a regular basis.



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**ARTICLE 6.00 – CIATION §**

- 6.01 The Company will deduct membership dues from the wages paid to each Member in the GAFAE Bargaining Unit. Deductions will commence with the first paycheque received after the Employee becomes a Member.
- 6.02 The Association will inform the Company in writing of any changes to the authorized deduction to be made for each Member.
- 6.03 The dues deducted shall be remitted to the Association by the 15<sup>th</sup> of the month following the collection of the dues.
- 6.04 The Association agrees to indemnify and save the Company 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 Company, in which case the liability shall be limited to the amount of the error.



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**ARTICLE 7.00 – ISSO / 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 collaborative problem solving.
- 7.02 Attendees shall include a representative from the Human Resources Department, 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, GFAE representatives to the meeting will be given the same travel codes on First Air flight(s) as given to Management representatives traveling 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. Both parties shall approve the minutes prior to distribution. Wherever possible this approval will be done within 14 calendar Days of the production of draft minutes.
- 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.
- 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 (5<sup>th</sup>) month [150<sup>th</sup> day] of the probation period, and before the end of the eighth (8<sup>th</sup>) month [240<sup>th</sup> calendar day] as applicable. Management agrees to meet with the Association to **discuss** the contents of the five (5) month assessment, and eight (8) 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 Human Resources Department 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 an Employee during his initial probation, the Employee shall 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". Employees that have been Transferred or promoted within GAFAE, and who have previously completed a probationary period within GAFAE, will have access to the grievance procedure for issues up to and including termination.



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**ARTICLE 9.00 - AIRPORT RESTRICTED AREA PASS**

- 9.01 All Employees who 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 Employees who are required to obtain or renew 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 Employees who work the holiday shall receive straight time for the regular hours of the shift plus time and one half (1 ½) for the hours actually worked.
- 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 Those Employees on a Rotational Assignment or on a modified rotational assignment will be credited for the Statutory Holiday in accordance with the attached pay models in Attachment 1A and 1B.





**ARTICLE 1100 - VACATION**

11.01 Vacation entitlement shall be as follows:

**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 percentage 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 workweek. 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.
- (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.
- (c) New hires shall have their vacation entitlement pro-rated from their date of hire to the end of the calendar year.
- (d) 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.

**1 1103 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 schedule, 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;



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- (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 models in "Attachment 1".
- (b) Employees on Rotational 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. This stipulation will be added to the appointment letter. Employees cannot take vacation as paid time off during the Rotational assignment unless agreed to by management.
- (c) In the event an Employee has previously approved vacation, he may be declined the assignment should he opt to maintain **his** vacation **as paid** time off **during** the Rotational assignment.

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

11.06 Vacation Bidding

- (a) **All** Employees who submit written bids for their vacation for the upcoming year prior to November 30 shall be awarded their vacation in order of GAFAE Bargaining Unit Seniority. Employees are required to provide enough options to ensure that one of their bids is accepted, given their place on the seniority list. 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) The Supervisor / Manager shall post the approved vacation list prior to January 26<sup>th</sup> to allow for all Employees to view the list.
- (c) From February 1<sup>st</sup> – 15<sup>th</sup>, those Employees who have not already bid will be able to bid on any available vacation dates. Priority will be on a first come, first served basis. In the situation where two (2) Members submit their request at the same time, GAFAE Bargaining Unit Seniority shall apply.
- (d) Where an Employee fails to submit vacation bids pursuant to 11.06(a), and does not bid successfully **as** per 11.06(c), he shall be assigned vacation. Assigned vacation will commence **no** earlier than April 30, and the Employee must be given a minimum forty-eight **(48)** hours notice of such assignment. Management may assign all of the



Employees vacation entitlement for the year. 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.

- (e)(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.
- (e)(ii) At Management's discretion, vacation carry over of greater than forty (40) hours may be granted on an exceptional basis.
- (f) The bid vacation referenced in clause 11.06(a) must be taken in full daily shift allocations.
- (g) 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.

#### 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 re-scheduled 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) An Employee may change approved vacation time with the authorization of Management.
- (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.



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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 Human Resources Department, 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, article 11.09 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.



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**ARTICLE 12.00 - BENEFITS**

- 12.01 Qualifying Employees shall be covered by the Company's group insurance plan benefits as described in the Human Resources Manual.
- 12.02 The minimum benefit levels the Company will maintain are those in effect at time of ratification.
- 12.03 The Company shall provide a short-term disability, long-term disability and an extended health care plan.
- 12.04 Premium cost shared arrangement are as follows:
- Life Insurance: 100 percent Company paid \*
  - Accidental death and dismemberment: 100 percent Company paid
  - Dental Insurance 50 percent Company paid
  - Short-term / long-term disability: 100 percent Company paid
  - Extended Health Care: 100 percent Company paid

\*Additional life insurance may be purchased by the Employee through Payroll deduction

- 12.05 Insurance carriers may be changed at the discretion of the Company provided comparable benefits are maintained.



**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 **AN** 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
- a) A doctor's certificate must be provided for sick leave in excess of three (3) consecutive days.
  - b) Where abuse is suspected, the Company may require a note for any duration of absence. This request must be made during the time of the leave.
  - c) In the case where the Company has determined that there has been abuse or misuse of sick leave, the Company may request an Employee to bring in a doctor's note to substantiate any future taking of sick leave. This requirement will stand for a period of one (1) year from the date of the request.
  - d) The Company will reimburse the Employee (up to a maximum of \$15.00), if a doctor's note is requested by the Company and the Employee pays for the note. A receipt will be required.
- 13.06 An Employee shall give the Company as much notice as possible when calling in sick. He shall make **all** reasonable efforts to contact his immediate supervisor, or where such personnel are not on duty, the supervisor on duty to whom he would normally be responsible. Should he deem himself too sick to fulfill his duties while on duty, he shall make a reasonable effort to inform his supervisor on duty before leaving work,
- 13.07 In the event that a pregnant Employee has exhausted her annual Family Leave, she may use Sick Leave to attend to her prenatal medical appointments. The Employee shall provide as much notice as possible of these appointments, and, if requested by her supervisor or manager, the Employee may be required to provide proof of these appointments.
- 13.08 The confidentiality of health and medical information of Employees is recognized by the employer and GAFAE. Employer and GAFAE representatives who have access to this information will ensure its confidentiality. The employer also agrees that medical



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information of **an** Employee will not be divulged to **a** third party without **his** consent or as otherwise **required** by law.



**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):
- e Spouse
  - e Parent
  - e 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 Upon the death of a grandchild of the Employee, the Employee is entitled to a bereavement period of three (3) consecutive calendar days away from work commencing from the date of death. During such period, the Employee shall be paid for those days which were scheduled to be worked.
- 14.05 At the discretion of Management, time off with pay in excess of that specified above may be granted.





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**ARTICLE 15.00 - FAMILY LEAVE**

- 15.01 Employees 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, Parents (infirm/diseased), and/or siblings (infirm/diseased), or to attend routine medical appointments. Such approval shall not be withheld unreasonably. 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.



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**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 Senior Director of Maintenance 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.



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**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.



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**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 Saturday and ending at twenty-four hundred (24:00) hours Friday.
- 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 Wherever possible, monthly Shift Schedules will be published at least two (2) weeks prior to the start of the month.
- 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.
- (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.
- (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.



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- 19.08 There shall be no split shifts on regular work schedules. Employees, away from their 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 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.
- 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 ASSIGNMENT AND MODIFIED ROTATIONAL ASSIGNMENT**

**20.01 Duration of Rotational Assignment**

- (a) Management will stipulate the duration of a Rotational Assignment in writing to the employee. The duration of a rotational cycle shall be a minimum of six (6) consecutive weeks, i.e. 3 weeks in and 3 weeks out, (22 Days in and 20 Days out).
- (b) A rotational cycle may not be broken up for the purpose of deferring time-off.
- (c) In the case of a Member who is not a new hire to the GAFAE Bargaining Unit, he must fulfill the terms specified in the Appointment Letter before being eligible to be appointed to other Positions.
- (d) Rotational Assignments shall be posted.

**20.02 Modified Rotational Assignment**

- (a) The modified rotational cycle is based on a four (4) week cycle as follows, three (3) weeks work and one (1) week off, (twenty-one (21) consecutive Days worked and seven (7) consecutive Days off).
- (b) The overtime will be calculated over the four (4) week period.
- (c) Modified rotational assignment shall be used for single cycle rotations. Modified rotational assignment may be used for two or more cycles in lieu of Rotational Assignment.
- (d) Volunteers for a modified rotational assignment 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 48.01 (a) will be used.
- (e) Where an Employee is given twenty-four (24) hours or less notice the provisions of article 23.02 (Emergency Assignment) will be applied

**20.03** While on Rotational Assignment and modified rotational assignment, the Member's Assigned Work Location may be changed at any time during the rotational cycle.

**20.04 Schedules for Rotational Assignments and Modified Rotational Assignments**

**Rotational Assignment 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 agreement with GAFAE.



Modified Rotational Assignment Schedules:

- (b) Schedules of work for Employees on a modified rotational assignment shall be the following 'averaged' work schedule: three (3) weeks in and one (1) week out (which constitutes one cycle).

Hours of Work:

- (c) Employees shall be guaranteed a minimum of eleven and one half (11 ½) hours per day during the time in portion of the Rotational Assignment or modified rotational assignment. At management's discretion, Employees may be required to work the full eleven and one half (11 ½) hours, provided the work is applicable to their Section.

Overtime:

- (d) Overtime pay calculations for employees on 'averaged' work schedules as described in 20.04(a) and 20.04(b) shall be made as follows. For any hours worked over their standard hours for a rotational cycle, Employees shall have the option of having their overtime paid out as per the attached Pay Model in Attachment 1 or having their overtime hours credited to their Time Bank.

Extension of Assignment:

- (e) Any extension of a Rotational Assignment or modified rotational assignment shall be optional, and with the concurrence of the affected Employee.

Work During Time Off Portion of Cycle:

- (f) 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. In the event the Employee works during the time off portion of the rotational cycle, his time off shall be reduced by the same number of days worked, unless agreed to by GAFAE. For example, if an Employee is on a three (3) weeks in and three (3) weeks out rotational cycle, and works week one (1) of the three (3) weeks out portion of the rotational cycle, his time out for that rotational cycle shall be reduced to two (2) weeks.

20.05 Travel Time:

- (a) 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. For Rotational and Modified Rotational Assignments requiring international travel, the conditions of article 41.01 shall apply. 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





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accommodation, when required, for an Employee who arrives at a First Air point of departure on his way to a Rotational Assignment or modified rotational assignment.

- (b) The Employee is required to check in with the shift Supervisor or Manager at the Assigned Work Location on travel days, and may be assigned duties on travel days.
- (c) An Employee's schedule days of work shall include those days which the Employee travels.
- (d) It is the Employee's responsibility to arrive at a First Air point of departure on time to travel on their scheduled rotational flight in.

20.06 (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.

- (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 GAFAE Bargaining Unit Members on a volunteer basis. If no volunteers are found, Management may Draft GAFAE Bargaining Unit Members to perform the overtime work, as per article 48.03.
- 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. This may be in addition to any On Call pay.
- 21.06 (a) Where meals cannot be provided, a meal allowance of twelve dollars (\$12.00) 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 twelve dollars (\$12.00) 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.
- (b) Where notice of overtime is provided to an Employee to work on a scheduled Day off, the Employee will be given a meal allowance similar to that in clause 21.06 (a), provided that the Employee works three (3) hours beyond the shift that was requested by Management. If the Employee is requested to work 1.5 hours or more, then the Employee is only required to work two (2) hours beyond the end of the shift in order to receive the meal allowance.
- 21.07 Earned overtime is to be placed in the Employee's 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 regular 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.



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- iii) The Company may draw on the Employee's Time Bank in order to make **up** hours when the Employee works less than his scheduled hours.



**ARTICLE 22.00 – TERM ASSIGNMENT**

- 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 48.02 (a) will **be** used.
- 22.03 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 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 Kanata (KAN) are considered the same Assigned Work Location.
- 22.04 Immediately upon the return from a Term Assignment an Employee must take one (1) day off from their Non-Cashable 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 Non-Cashable Time Bank.
- 22.05 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.
- 22.06 The provisions of the preceding clause (22.05) 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 ASSI**

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- 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, as per article 48.04.
- 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. For those Employees who would already be working an overnight shift, 'overnight stay' requires the Employee to be away from his Home Base beyond twenty (20) hours past the start of the shift. 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 Rotational Assignment, modified rotational assignment 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 22.03.



**ARTICLE 24.00 - LIVING ACCOMMODATION**

24.01 Where an Employee has been sent on an Emergency Assignment, Rotational Assignment, modified rotational assignment, 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.



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**ARTICLE 25.00 - ON-CALL**

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.



**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 thirty (30) 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.
- (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 or the Human Resources Policy Manual alleged to have been violated, and;
  - (iii) a statement as to the requested remedy or relief sought.





- (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.
- (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.
- (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.
- (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-nine (29) Days after the date the grievance had been received by Management at Level 1.
- (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.
- (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.
- (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.
- (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.



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- (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.
- (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.
- (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.
- (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.
- (b)(iv) The expenses and fees of the arbitrator or mediator/arbitrator shall be borne equally by the Company and the Association.
- (c) The mediation and/or arbitration hearing will be held at a location agreed to by the parties.
- (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.
- (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.



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**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. **At least 48 hours'** notice of the investigatory meeting will be given to the Employee and the Association President or his Designate, unless the Employee agrees to meet earlier. The notice shall state the purpose of the interview and the nature of **the** incident in question. Management has thirty (30) Days from learning of the incident to notify the Employee of the discipline meeting.
- 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.



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**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 documents 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: Seniority which begins to accrue from the date the Employee begins a permanent Position within the Company.
- (b) Maintenance Bargaining Unit Seniority (MBU) Seniority: Seniority which begins to accrue from the date the Employee completes their probationary period in one of the Positions covered by Bargaining Unit Certificate 7515. MBU seniority will be maintained, but not accrue, should the Employee move into a Position covered by the MSBU.
- (c) Maintenance Supervisor Bargaining Unit (MSBU) Seniority: Seniority which begins to accrue from the date the Employee completes their probationary period in one of the Positions covered by Bargaining Unit Certificate 7521. MSBU seniority will be maintained, but not accrue, should the Employee move into a Position covered by the MBU.
- (d) GAFAE Bargaining Unit (GBU) Seniority : Seniority which begins to accrue from the date the Employee completes their probationary period within either the Maintenance Bargaining Unit or the Maintenance Supervisor Bargaining Unit. For further clarification, if an Employee has two (2) years seniority in the MBU and three (3) years seniority in the MSBU, then his GBU seniority will be five (5) years.

29.02 The Association shall, no later than January 15 and July 15 of each year, post a seniority list which shall reflect Company, GBU, MBU, and MSBU seniority of each Employee as of the first day of the preceding month. The list will contain the following information:

- Name
- Home Base
- Section
- Job Title

An Employee have 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 Home Base until superceded by a subsequent list.

29.03 Transfers to a non-GAFAE position

- (a) When a Employee accepts a non-GBU position within First Air, the Employee will continue to **pay** GAFAE dues and accrue GBU Seniority as well **as** any MBU or MSBU Seniority in the Position that he most recently held, provided the Employee returns to the GBU within twelve (12) months.
- (b) If, prior to the acceptance of the non-GBU Position, the Employee was maintaining seniority in another bargaining unit (either MBU or MSBU), then he shall continue to maintain this seniority during the twelve (12) month period.



(c) 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.

29.04 Transfers between GAFAE Bargaining Units

When an Employee successfully obtains a Position in the other bargaining unit (MBU or MSBU) the Employee shall maintain but not accrue seniority in his former bargaining unit, and will commence accruing seniority in the new bargaining unit.

29.05 Where two (2) or more Employees have equal GBU, MBU or MSBU 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

29.06 Loss of Seniority

(a) An Employee, who is discharged, retires, resigns, or fails to return from lay off according to the recall procedure, shall lose all seniority, and their employment with the Company shall cease.

(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 GBU, MBU or MSBU seniority. This does not apply to Employees who are supporting aircraft under clause 42.02.



**ARTICLE 30.00 - LAYOFF, BUMPING AND RECALL**

- 30.01 (a) Unless agreed to otherwise by GAFAE, reductions of staff will be done by Position in reverse order of Maintenance Bargaining Unit, or Maintenance Supervisors Bargaining Unit seniority.
- (b) Where a GAFAE Member is to be laid off, the Company shall terminate all Temporary, Casual, and Contract Workers filling an equal or lower classified Position in the same Section than that which the Member is holding, prior to laying off the Member. This would not include specialized work requirements needing equipment and capabilities not found within the GAFAE collective. E.g. fuel tank repairs, internal engine repairs, etc.
- (c) Voluntary Lay-off
- (e) Prior to lay-off notices within a Position, the Company shall offer a severance package to those Members in the same Position who wish to take a voluntary lay-off;
  - (ii) Members will have three (3) Days from date of the offer to indicate their interest in taking a voluntary lay-off;
  - (iii) In order to qualify for the voluntary lay-off, Members must have acquired sixty-five (65) points. Points are a combination of age and First Air seniority with one point for each year of age and one point for each year of First Air seniority;
  - (iv) Unless agreed otherwise by the Company and the Association, the voluntary lay-off will only be available to one Member in each Position being reduced, per occurrence;
  - (v) Where more than one Member has indicated that he would like to take the voluntary lay-off, GAFAE seniority will determine which of the Members will be laid-off;
  - (vi) The Member accepting the voluntary lay-off would be considered permanently laid-off and would not have recall rights;
  - (vii) The severance payment issued to a Member who takes a voluntary lay-off shall be one (1) week's pay for each complete twelve (12) months of service up to a maximum of twenty-six (26) weeks' pay;
  - (viii) A Member who accept the voluntary lay-off shall continue to have benefit coverage for one hundred and twenty days (120) days following the date of lay-off as long as he pays his portion of the benefits;
  - (ix) The option to take a voluntary lay-off only applies to those people in the Position where the initial lay-off occurs and not to any of the Positions where the subsequent bumping may occur; and
- (d) GAFAE may bring forward names of other Members who would be willing to accept a lay-off out of seniority. It is understood that the payment of severance for these Members laid-off out of seniority may or may not be at the same rates specified in 30.01 (c) or 30.17. The Company retains the final right to determine the viability of such a lay-off.

**30.02 Notification to GAFAE**

The Company will inform GAFAE of pending layoffs as soon as reasonably possible.



**30.03 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.

**30.04 Vacancy**

Where there is a vacancy in the Company, with the same Job Title as the one that a Member is being laid-off from, he shall be offered that vacancy, providing he is qualified and there are no qualified Members with higher seniority and recall rights who have accepted the Position, in accordance with article 30.09. A Member accepting the vacancy shall have his move paid in accordance with the provisions of article 40.00 (relocation allowances), as applicable. If the Employee refuses the vacancy and does not want to relocate, then he may exercise his bumping rights pursuant to clause 30.05(a), (b), and is subject to the provisions of clause 30.09.

**30.05 Bumping Rights**

- (a) Where an Employee has received a layoff notice and decides to bump, he must bump the Member with the least seniority in a Position within the bumping Members Section at any Home Base, provided that he has more seniority in the applicable bargaining unit. A Member may bump to an equivalent or lower classified Job Title for which he is qualified. See Attachment 6 for the hierarchy list.
- (b) A Member may bump between Sections, provided that he has either First Air history in the applicable Job Title and Section, or non First Air history and current accreditation in the applicable Job Title and Section. History would be indicated on the Members resume and the Member may be required to provide verification upon Management's request. The Member must also possess the necessary MBU or MSBU seniority to bump the current Member from the Position.
- (c) A Member wishing to exercise his bumping rights must do so in writing to Management within fifteen (15) Days of the date of the layoff notice. If the Member's bumping rights are not exercised he forfeits this right and is laid off, Bumping is only applicable in a layoff situation.
- (d) 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.

**30.06 Placement on New Pay Scale**

- (a) When a Member bumps into a new Job Title, or is recalled to a new Job Title other than the one from which he was laid-off, he will be placed at the appropriate level on the new scale with credit given as follows:





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(i) If the Employee has previous First Air experience in the new Job Title, then the calculation will be:

- Level in the current Job Title, added to
- The level previously held by that Member in the new Job Title

Example: A Level 3 ACA, who was previously at a Level 4 of the Technician scale, bumps back into the Technician scale. He would be placed at Level 7 (3 + 4) of the Technician pay scale, and must complete 12 months before advancing to Level 8.

(ii) If the Employee has previous non First Air experience in the new Job Title, then the calculation will be:

- Level in the current Job Title, added to
- Any non First Air experience in the new Job Title pro-rated at a rate of 50%, rounded up

Example: A Level 3 ACA, who started with First Air in that Position, bumps into the Technician scale. Prior to coming to First Air, he had 4 years experience as a Technician. He would be placed at Level 6 (3 + 3) of the Technician pay scale, and must complete 12 months before advancing to Level 7.

(iii) If the Employee does not have any previous experience in the new Job Title then the calculation will be:

- Level in the current Job Title only

Example: A Level 3 Stores Lead Hand bumps into the Stores Agent scale. He had no previous experience as a Stores Agent. We would be placed at Level 3 of the Stores Agent scale and must complete 12 months before advancing to Level 4.

(b) The only exception to this methodology in (a) above, is that an ACA who bumps into the Technician scale cannot be placed lower than a Level 5, regardless of his limited experience.

30.07 A Member who bumps or is recalled into a new Position will be subject to a six (6) month evaluation period, during which his new Manager is obliged to provide feedback on the Member's performance in the new Position.

30.08 Where a Member bumps to another Home Base, the Company will not pay relocation expenses as it is considered a Member requested move. At its discretion Management may provide assistance to an Employee bumping to another Home Base.

30.09 Recall List

(a) Members will be called back to work in order of their MBU, or MSBU seniority for Positions they are qualified to perform.

(b) A Member who bumped or has been recalled into a new Position will maintain recall rights to his previous Job Title within his Section. In the case where two Members are laid-off from the same Job Title and one Member displaced into a new Job Title and the other Member took a lay-off, seniority will be the only guiding factor in



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determination which of the Members would be entitled to a vacancy in the previous Job Title.

(c) Members will remain on the recall list for one (1) year.

(d) Recall list consist of Members who have been laid-off, including Members who have bumped into or accepted a recall to a different Position.

**30.10 Members Responsibility while on the Recall List**

(a) It is the responsibility of the Member to provide the Company with up to date information concerning his mailing address and phone number in order to facilitate a recall to work. A Member 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.

(b) It is the Member'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 Member must provide an alternate contact address and phone number. Where a Member has provided notice that he is not reachable at his normal address and phone number, and where the Company attempts to contact the Member for the purposes of a recall and is unsuccessful, the Member forfeits the right to the recall but remains on the recall list. Where the Member has not advised the Company pursuant to the requirements of clause 30.10(b), and where the Company attempts to contact the Member for the purposes of a recall and is unsuccessful, the provisions of clause 30.10(a) shall apply.

30.11 A laid off Member who refuses a recall to his former Position is deemed to have resigned. However, a Member may refuse a recall to a different Position or to a temporary recall and still remain on the recall list.

30.12 While on the recall list, a Member will accrue Company seniority and seniority in the GAFAE Bargaining Unit he was in prior to being laid-off.

**30.13 Temporary Recall**

(a) The Company shall attempt to recall GAFAE Members who are qualified to perform the work required to their previous Section and Home Base prior to using Temporary, Casual, or Contract Workers to perform the work normally carried out by the laid-off GAFAE Member. This would not include specialized work requirements needing equipment and capabilities not found within the GAFAE collective. E.g. fuel tank repairs, internal engine repairs etc.

(b) Members who accept a temporary recall shall be covered by the GAFAE collective agreement.



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- (c) While on temporary recall, Members shall accrue both Company and **GAFAE** seniority. Members will not collect severance during the timeframe of the Temporary Recall.
- (d) A temporary recall shall be a maximum of six (6) months.
- (e) For urgent work where no ability to plan for the work increase exists and the duration of the work is expected to be less than seven (7) Days, a phone call solicitation of the recall list shall be carried out. A list of all Members called shall be kept, and provided to **GAFAE** upon request.
- (f) For work in excess of seven (7) Days the Company shall post and send qualified Members notification of the temporary recall. Members are to be granted seven (7) calendar days from date of posting to respond.

**30.14 Health Care, Dental Coverage, and Life insurance while on Lay-off**

- (a) A Member 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. A laid off Member must contact payroll to set up payment of his portion of the benefits.
- (b) A laid off Member must advise the Company if he secures employment elsewhere. Benefits with the Company will cease, but the Member will remain on the recall list pursuant to clause 30.09 (c).

**30.15 Job Postings outside the GAFAE Bargaining Unit**

- (a) 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 **GAFAE** Bargaining Unit.
- (b) If a laid off Member accepts another position within Company, he is no longer entitled to the severance payment. However he will not lose his severance credits.

**30.16** The Company shall provide reasonable training, as required, to a Member bumping to another Position or being recalled.

**30.17 Severance**

- (a) When a Member is permanently laid off, he shall be paid his severance immediately.
- (b) When a Member is laid off on a temporary basis, he must be given an expected return to work date **on** the lay off notice. This expected return to work date shall not be longer than six (6) months from the date of the lay-off. If the Member is not recalled to work by the expected date, and is entitled **to** a severance payment, the severance will be paid immediately.



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- (c) Severance will be calculated at the rate of one week of salary paid out for every six consecutive months of service completed by the Employee, to a maximum of fifty-two (52) weeks.
- (d) If a Member returns to the Company after receiving his severance pay, his severance pay credits will begin accumulating anew from his date of return.



**ARTICLE 31.00 - FILLING OF VACANCIES**

- 31.01 Notices to fill vacancies in the GAFAE Bargaining Unit shall be posted internally and externally at the same time for a period of ten (10) Days.
- 31.02 Where a staffing competition is held to fill a GAFAE Bargaining Unit Position, GAFAE Members will be given first priority over non-GAFAE candidates where they are rated equal. Upon request, the Company shall provide GAFAE with copies of the applicable evaluation data.
- 31.03 Where aircraft type endorsement is a requirement for the vacant Position, GAFAE Members will be given priority over non-GAFAE candidates if the GAFAE Member is qualified for the Position or would be qualified with aircraft type endorsement training. This applies to permanent vacancies only.
- 31.04 Where a GAFAE Member has previously had permanent status within the Section where a vacancy exists, and is qualified to fill the vacancy, and had passed his probationary period in the Section, he shall have priority over non-GAFAE candidates.



**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 health and safety of every Member is paramount in the day-to-day activities of First Air. In consideration of this, the Company will maintain all Specified Duties of Employer as stated in the Canada Labour Code, Part 2 (Occupational Health and Safety). The Members acknowledge their obligation to comply with all Company Health and Safety Policies and Practices in addition to all Duties of Employees as stated in the Canada Labour Code Part 2. Ultimately, 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 of reintegrating and accommodating injured or disabled Employees back into the workplace as soon as possible. All parties will work cooperatively to achieve this goal.

(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 (365 days) from the date the accommodation begins.

32.03 The Association recognizes and endorses the First Air Human Resource Manual respecting health and safety.

32.04 (a) A GAFAE member has the right to refuse to do a task if he has reasonable cause to believe that:

- i. Doing the work is a danger to himself;
- ii. Using or operating a machine or thing at work presents a danger to himself or a coworker; or,
- iii. The performance of an activity constitutes a danger to the GAFAE member or another employee.

(b) Provided that the GAFAE member immediately notifies his supervisor/manager on duty of his concerns above in order to give the supervisor/manager the ability to rectify the situation, he shall not be disciplined for the refusal unless the refusal is later determined to be misuse or abuse of the right to refuse dangerous work.

(c) The above language shall not be interpreted to take away any of the rights or obligations afforded both the GAFAE member and the Company under the *Canada Labour Code*.



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32.05 GAFAE members shall not operate or be required to operate:

- a) Forklifts
- b) Elevated Work Platforms
- c) **Man-Lifts**
- d) **Fall Arrest Systems**, or
- e) other machinery for which the Company has a prescribed training program, as listed in the Corporate Quality Assurance Manual,

unless they have received and are current in Company-approved training on **this** machinery.



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**ARTICLE 33.00 - SUPERVISORS**

- 33.01 Disciplinary 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 GAFAE Bargaining Unit Member.
- 33.02 The Company retains the right to select and appoint Acting Supervisors as necessary. Refer to Article 42.00 for further terms and conditions.
- 33.03 Supervisors shall be given training appropriate to the role.





**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.
- 34.05 Employees sent on Initial Aircraft Endorsement courses will not be paid less than their regularly scheduled hours.
- 34.06 Employees shall be responsible for prompt submission of any required paperwork resulting from training, provided that the Company has provided sufficient time for the Employee to complete the training and has provided the Employee with access to the proper material and/or equipment to complete the training.



**E 35. - UNIFORMS**

- 35.01 Employees who are provided with uniforms are to wear their uniforms at all times while at work. The Company shall provide an initial allotment of uniforms for new hires at no cost to the designated employees. The initial allotment shall consist of the necessary uniform pieces required to outfit an Employee for a period of two (2) years. After the two (2) years has expired, the Employee shall reimburse the Company through payroll deduction, on a fifty/fifty (50/50) cost share basis for the replacement cost of the required uniform pieces.
- 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 "Approved Company Uniform Standards Manual". Payment for such items may be made through a payroll deduction when applicable.
- 35.03 An Employee whose job functions require him to work in a safety toe area as defined in the Canada Labour Code shall be provided with a yearly one hundred and twenty-five dollar (\$125.00) 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 "Approved Company Uniform Standards 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 Home 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.



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**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.



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**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 non-unionized company, merged non-unionized employees' **GAFAE** Bargaining Unit seniority will be based on the start date in either the MBU or MSBU as applicable, unless otherwise directed by the Board.



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**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:

<b>MEAL CDN\$</b>	<b>NORTH OF 55 DEGREES</b>	<b>ALL OTHER LOCATIONS</b>
BREAKFAST	\$13.00	\$10.00
LUNCH	\$16.00	\$14.00
DINNER	\$26.00	\$20.00
SNACK	\$10.00	\$8.00
<b>DAILY TOTAL</b>	<b>\$65.00</b>	<b>\$52.00</b>

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

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 other Company employees 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.

39.07 Should meal allowances in the Human Resource Manual increase, GAFAE Members will be entitled to these increased amounts.

39.08 Where an Employee is traveling outside North America and GAFAE can demonstrate that the cost of living in the location results in higher meal costs than the current meal allowances in 39.01, the Company shall adjust the meal allowances appropriately for that work assignment. It is agreed between the parties that, where the Travel Directives published by the Treasury Board of Canada reflect higher meal allowances than the government's meal allowance rates within Canada, then GAFAE will be considered to have demonstrated higher meal costs for the purposes of this article. In such case, GAFAE members will be entitled to the same percentage increase for the location as dictated in the Treasury Board guidelines added on the current GAFAE meal allowances ("all other locations").

## **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 Kanata Employee accepts a Position in Ottawa or an Ottawa Employee accepts a Position in Kanata.



**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. Where the Employee is traveling internationally, the shift start time shall be two (2) hours prior to his 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. Clarification for what constitutes an overnight stay for those Employees who regularly work a night shift can be found in article 23.02.

**41.04 Expense Claims**

Should the Company deny an item for which a Member has submitted a claim, the Company shall notify the Member in writing.





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**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 Employee may hold an acting Job Title up to six (6) consecutive months duration. Acting Job Title requirement of six (6) months or more shall be posted. Where an Employee's acting Job Title continues beyond twelve months and is not supporting aircraft on contract, the Employee's acting Job Title will be deemed permanent.



**ARTICLE 43.00 - PAY LEVELS**

- 43.01 After 12 months at a Level, Employees will be entitled to move to the next Level. Where there are additional requirements for a Level, these requirements must be met prior to the Employee moving to the next Level. Employees shall also be entitled to the pay increases on the dates specified in the columns.
- 43.02 In the pay scales below, "External" means anybody who is new to the Job Title, whether coming from a First Air or non-First Air position
- 43.03 (a) When an Employee comes to First Air with experience at a Company outside First Air, he shall be given credit for his outside experience at a rate of 50%, rounded up. For example, a new employee with 3 years experience at an external company in the same job as his new one at First Air, would be given credit as follows: (3 years x 50% = 1.5 years). He would therefore be placed at the '2 years experience' (External) Level.  
(b) The only exception to (a) above is Levels 1-4 of the Technician table where full credit will be given for external experience. In the case of an individual coming to First Air at Levels 5-12 of the Technician table, he will also be given full credit for up to four (4) years' external experience as an apprentice.
- 43.04 For integration purposes of bringing employees from the previous GAFAE collective agreement pay scale to the appropriate level on this new pay scale, the mapping over will not reflect actual years experience. Once the Employee has been at the new Level for a period of 12 months, he shall **be** move to the next Level.
- 43.05 Where an Employee is moving to a higher classified Job Title within a Section, the Employee shall be paid at the level in the new Job Title that is closest to and at least four percent (4%) higher than his current rate of pay. See the Job Title Hierarchy List in Attachment 6 for reference.
- 43.06 Any variances from the above must be agreed to by Human Resources, and the GAFAE President must be notified in writing with details of the variance included.
- 43.07 If Human Resources agrees to a variance in Article 43.05, all Employees in the same Position with at least equivalent experience to the new hire, who are employed at a lower level than the new hire, shall be raised to the same level **as** the new Employee is being placed.
- 43.08 The Company retains the right to determine the number of Employees that it requires in each of the Job Titles below.



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

Job Title: TECHNICIAN *			TABLE 1			
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	No Experience		\$15.44	\$15.91	\$16.38	\$16.88
2	1 year Experience or College Diploma	12 months Level 1 plus Level 1 exam	\$17.11	\$17.62	\$18.15	\$18.69
3	2 years Experience	12 months Level 2 plus Level 2 exam	\$19.45	\$20.03	\$20.63	\$21.25
4	3 years Experience	12 months Level 3 plus Level 3 exam	\$20.23	\$20.83	\$21.46	\$22.10
5	4 years Experience	12 months Level 4 plus Level 4 exam	\$21.12	\$21.76	\$22.41	\$23.08
6	5 years Experience	12 months Level 5	\$21.98	\$22.63	\$23.31	\$24.01
7	6 years Experience	12 months Level 6	\$22.60	\$23.28	\$23.98	\$24.69
8	7 years Experience	12 months Level 7	\$23.52	\$24.23	\$24.96	\$25.71
9	8 years Experience	12 months Level 8	\$24.44	\$25.17	\$25.93	\$26.71
10	9 years Experience	12 months Level 9	\$25.47	\$26.23	\$27.02	\$27.83
11	10 years Experience	12 months Level 10	\$26.49	\$27.28	\$28.10	\$28.95
12	11 years Experience	12 months Level 11	\$27.28	\$28.10	\$28.94	\$29.81

\* Employees in this Job Title **who** have an AME license will be paid an additional five percent (5%) on their hourly wage rate.

When posting for this Job Title only, the Company may designate whether it is seeking an apprentice (Levels 1-4) or a qualified Technician (Levels 5-12)

Job Title: ACA			TABLE 2			
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$24.63	\$25.37	\$26.13	\$26.91
2	2 years Experience	12 months Level 1	\$25.68	\$26.45	\$27.24	\$28.06
3	3 years Experience	12 months Level 2	\$27.34	\$28.16	\$29.01	\$29.88
4	4 years Experience	12 months Level 3	\$29.01	\$29.88	\$30.77	\$31.70
5	5 years Experience	12 months Level 4	\$29.88	\$30.78	\$31.70	\$32.65
6	6 years Experience	12 months Level 5	\$30.79	\$31.72	\$32.67	\$33.65
7	7 years Experience	12 months Level 6	\$32.02	\$32.98	\$33.97	\$34.99
8	8 years Experience	12 months Level 7	\$33.30	\$34.30	\$35.33	\$36.39
9	9 years Experience	12 months Level 8	\$34.63	\$35.67	\$36.74	\$37.84



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

Job Title: MAINTENANCE SUPERVISOR / COORDINATOR			TABLE 3			
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$35.30	\$36.36	\$37.45	\$38.57
2	2 years Experience	12 months Level 1	\$36.85	\$37.95	\$39.09	\$40.26
3	3 years Experience	12 months Level 2	\$37.99	\$39.13	\$40.30	\$41.51
4	4 years Experience	12 months Level 3		\$40.26	\$41.51	\$42.77

Job title: SCA (in designated SCA positions in Component Shop, Powerplant, Avionics (Line), Structures, Avionics (Shop) and Stores)			Table 4			
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$21.55	\$22.20	\$22.86	\$23.55
2	2 years Experience	12 months Level 1	\$22.46	\$23.14	\$23.83	\$24.55
3	3 years Experience	12 months Level 2	\$23.92	\$24.64	\$25.38	\$26.14
4	4 years Experience	12 months Level 3	\$25.38	\$26.14	\$26.92	\$27.73
5	5 years Experience	12 months Level 4	\$26.14	\$26.92	\$27.73	\$28.56
6	6 years Experience	12 months Level 5	\$26.96	\$27.77	\$28.60	\$29.46
7	7 years Experience	12 months Level 6	\$27.89	\$28.73	\$29.59	\$30.48
8	8 years Experience	12 months Level 7	\$29.14	\$30.02	\$30.92	\$31.84
9	9 years Experience	12 months Level 8	\$30.31	\$31.21	\$32.15	\$33.12

Job Title: MECHANICAL DESIGNER AND ENGINEER *			Table 5			
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$21.55	\$22.20	\$22.86	\$23.55
2	2 years Experience	12 months Level 1	\$22.46	\$23.14	\$23.83	\$24.55
3	3 years Experience	12 months Level 2	\$23.92	\$24.64	\$25.38	\$26.14
4	4 years Experience	12 months Level 3	\$25.38	\$26.14	\$26.92	\$27.73
5	5 years Experience	12 months Level 4	\$26.14	\$26.92	\$27.73	\$28.56
6	6 years Experience	12 months Level 5	\$26.96	\$27.77	\$28.60	\$29.46
7	7 years Experience	12 months Level 6	\$27.89	\$28.73	\$29.59	\$30.48
8	8 years Experience	12 months Level 7	\$29.14	\$30.02	\$30.92	\$31.84



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

- \* (a) Employees in this Job Title (Mechanical Designer and Engineer) who have an AME License, or who have 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 their duties in this Job Title will be paid an additional five percent (5%) on their hourly wage rate.
- (b) Employees who have Transport Canada accepted Delegate privileges will be paid an additional ten percent (10%) on their hourly wage rate.
- (c) Employees will not be paid bath (a) and (b).

<b>Job Title: ANALYST</b>				<b>Table 6</b>		
<b>QUALIFICATIONS</b>						
<b>Level</b>	<b>External</b>	<b>Internal</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>	<b>Dec. 1, 2009</b>	<b>Dec. 1, 2010</b>
1	1 year Experience		\$21.55	\$22.20	\$22.86	\$23.55
2	2 years Experience	12 months Level 1	\$22.46	\$23.14	\$23.83	\$24.55
3	3 years Experience	12 months Level 2	\$23.92	\$24.64	\$25.38	\$26.14
4	4 years Experience	12 months Level 3	\$25.38	\$26.14	\$26.92	\$27.73
5	5 years Experience	12 months Level 4	\$26.14	\$26.92	\$27.73	\$28.56
6	6 years Experience	12 months Level 5	\$26.96	\$27.77	\$28.60	\$29.46
7	7 years Experience	12 months Level 6	\$27.89	\$28.73	\$29.59	\$30.48
8	8 years Experience	12 months Level 7	\$29.14	\$30.02	\$30.92	\$31.84
9	9 years Experience	12 months Level 8	\$30.31	\$31.21	\$32.15	\$33.12

<b>Job Title: INTERIOR AIRCRAFT TECHNICIAN *</b>				<b>Table 7</b>		
<b>QUALIFICATIONS</b>						
<b>Level</b>	<b>External</b>	<b>Internal</b>	<b>Dec. 1, 2007</b>	<b>Dec. 1, 2008</b>	<b>Dec. 1, 2009</b>	<b>Dec. 1, 2010</b>
1	1 year Experience		\$13.52	\$13.93	\$14.34	\$14.77
2	2 years Experience	12 months Level 1	\$14.97	\$15.41	\$15.88	\$16.35
3	3 years Experience	12 months Level 2	\$17.02	\$17.54	\$18.06	\$18.60
4	4 years Experience	12 Months Level 3	\$17.71	\$18.24	\$18.79	\$19.35
5	5 years Experience	12 months Level 4	\$18.24	\$18.79	\$19.35	\$19.93
6	6 years Experience	12 Months Level 5	\$18.78	\$19.35	\$19.93	\$20.52

\* Employees in this Job Title who have Shop Certification Authority (SCA) will be paid an additional five percent (5%) on their hourly wage rate.



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

Job Title: INTERIOR AIRCRAFT SUPERVISOR / GROOMING SUPERVISOR*				Table 8		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$21.15	\$21.79	\$22.44	\$23.12
2	2 years Experience	12 months Level 1	\$22.19	\$22.86	\$23.55	\$24.25
3	3 years Experience	12 months Level 2	\$23.21	\$23.91	\$24.63	\$25.37
4	4 years Experience	12 months Level 3	\$24.01	\$24.73	\$25.48	\$26.24
5	5 years Experience	12 months Level 4	\$24.73	\$25.47	\$26.24	\$27.02
6	6 years Experience	12 months Level 5	\$25.72	\$26.49	\$27.29	\$28.10

\* Employees in this Job Title who have Shop Certification Authority (SCA) will be paid an additional five percent (5%) on their hourly wage rate.

Job Title: NDT APPRENTICE				Table 9		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$13.51	\$13.91	\$14.33	\$14.76
2	2 years Experience	12 months Level 1	\$14.97	\$15.41	\$15.88	\$16.35
3	3 years Experience	12 months Level 2	\$17.01	\$17.52	\$18.05	\$18.59
4	4 years Experience	12 months Level 3	\$17.69	\$18.22	\$18.77	\$19.33

Job Title: NDT TECHNICIAN I				Table 10		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$21.12	\$21.76	\$22.41	\$23.08
2	2 years Experience	12 months Level 1	\$21.98	\$22.63	\$23.31	\$24.01
3	3 years Experience	12 months Level 2	\$22.60	\$23.28	\$23.98	\$24.69
4	4 years Experience	12 months Level 3	\$23.52	\$24.23	\$24.96	\$25.71
5	5 years Experience	12 months Level 4	\$24.44	\$25.17	\$25.93	\$26.71
6	6 years Experience	12 months Level 5	\$25.47	\$26.23	\$27.02	\$27.83
7	7 years Experience	12 months Level 6	\$26.49	\$27.28	\$28.10	\$28.95



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

Job Title: NDT TECHNICIAN II					Table 11	
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$27.28	\$28.10	\$28.94	\$29.81
2	2 years Experience	12 months Level 1	\$28.10	\$28.94	\$29.81	\$30.71
3	3 years Experience	12 months Level 2	\$28.94	\$29.81	\$30.71	\$31.63
4	4 years Experience	12 months Level 3	\$29.81	\$30.70	\$31.62	\$32.57
5	5 years Experience	12 months Level 4	\$31.00	\$31.93	\$32.89	\$33.88

Job Title: NDT TECHNICIAN III					Table 12	
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$30.72	\$31.64	\$32.59	\$33.57
2	2 years Experience	12 months Level 1	\$31.64	\$32.59	\$33.56	\$34.57
3	3 years Experience	12 months Level 2	\$32.58	\$33.56	\$34.57	\$35.60
4	4 years Experience	12 months Level 3	\$33.56	\$34.57	\$35.60	\$36.67
5	5 years Experience	12 months Level 4	\$34.57	\$35.61	\$36.67	\$37.78
6	6 years Experience	12 months Level 5	\$35.60	\$36.67	\$37.77	\$38.90
7	7 years Experience	12 months Level 6	\$37.03	\$38.15	\$39.29	\$40.47

Job Title: STOCK KEEPER / STORES AGENT					Table 13	
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$15.12	\$15.58	\$16.04	\$16.52
2	2 years Experience	12 months Level 1	\$15.55	\$16.01	\$16.49	\$16.99
3	3 years Experience	12 months Level 2	\$16.05	\$16.53	\$17.02	\$17.54
4	4 years Experience	12 months Level 3	\$16.67	\$17.17	\$17.69	\$18.22
5	5 years Experience	12 months Level 4	\$17.12	\$17.63	\$18.16	\$18.71
6	6 years Experience	12 months Level 5	\$17.62	\$18.15	\$18.69	\$19.25
7	7 years Experience	12 months Level 6	\$18.32	\$18.87	\$19.44	\$20.02



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

Job Title: STORES AGENT IN SAA ACCREDITED POSITION				TABLE 14		
QUALIFICATIONS						
Level	External	Internal	2007	2008	2009	2010
1	1 year Experience		\$16.43	\$16.92	\$17.43	\$17.96
2	2 years Experience	12 months Level 1	\$17.06	\$17.57	\$18.09	\$18.64
3	3 years Experience	12 months Level 2	\$17.75	\$18.29	\$18.83	\$19.40
4	4 years Experience	12 months Level 3	\$18.37	\$18.92	\$19.48	\$20.07
5	5 years Experience	12 months Level 4	\$19.06	\$19.64	\$20.22	\$20.83
6	6 years Experience	12 months Level 5	\$19.67	\$20.26	\$20.86	\$21.49
7	7 years Experience	12 months Level 6	\$20.46	\$21.07	\$21.70	\$22.35

Job Title: STORES LEAD HAND				TABLE 15		
QUALIFICATIONS						
Level	External	Internal	2007	2008	2009	2010
1	1 year Experience		\$16.80	\$17.30	\$17.82	\$18.35
2	2 years Experience	12 months Level 1	\$17.27	\$17.79	\$18.33	\$18.88
3	3 years Experience	12 months Level 2	\$17.83	\$18.36	\$18.91	\$19.48
4	4 years Experience	12 months Level 3	\$18.51	\$19.07	\$19.64	\$20.23
5	5 years Experience	12 months Level 4	\$19.00	\$19.57	\$20.16	\$20.76
6	6 years Experience	12 months Level 5	\$19.57	\$20.16	\$20.76	\$21.39
7	7 years Experience	12 months Level 6	\$20.36	\$20.97	\$21.60	\$22.25

Job Title: STORES SUPERVISOR / MATERIAL CONTROL SUPERVISOR				Table 16		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$20.32	\$20.93	\$21.56	\$22.21
2	2 years Experience	12 months Level 1	\$21.42	\$22.07	\$22.73	\$23.41
3	3 years Experience	12 months Level 2	\$21.89	\$22.55	\$23.23	\$23.92
4	4 years Experience	12 months Level 3	\$22.99	\$23.68	\$24.39	\$25.13
5	5 years Experience	12 months Level 4	\$24.09	\$24.81	\$25.55	\$26.32
6	6 years Experience	12 months Level 5	\$24.93	\$25.68	\$26.45	\$27.24
7	7 years Experience	12 months Level 6	\$25.90	\$26.67	\$27.47	\$28.30
8	8 years Experience	12 months Level 7	\$26.94	\$27.74	\$28.58	\$29.43





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

Job Title: DRIVER				Table 17		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$11.49	\$11.84	\$12.19	\$12.56
2	2 years Experience	12 months Level 1	\$12.49	\$12.87	\$13.25	\$13.65
3	3 years Experience	12 months Level 2	\$12.80	\$13.19	\$13.58	\$13.99
4	4 years Experience	12 months Level 3	\$13.18	\$13.57	\$13.98	\$14.40
5	5 years Experience	12 months Level 4	\$13.55	\$13.96	\$14.38	\$14.81
6	6 years Experience	12 months Level 5	\$14.10	\$14.53	\$14.96	\$15.41

Job Title: GROOMER				TABLE 18		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$11.49	\$11.84	\$12.19	\$12.56
2	2 years Experience	12 months Level 1	\$12.49	\$12.87	\$13.25	\$13.65
3	3 years Experience	12 months Level 2	\$12.80	\$13.19	\$13.58	\$13.99
4	4 years Experience	12 months Level 3	\$13.18	\$13.57	\$13.98	\$14.40
5	5 years Experience	12 months Level 4	\$13.55	\$13.96	\$14.38	\$14.81
6	6 years Experience	12 months Level 5	\$14.10	\$14.53	\$14.96	\$15.41
7	7 years Experience	12 months Level 6	\$14.52	\$14.95	\$15.40	\$15.86
8	8 years Experience	12 months Level 7	\$14.96	\$15.40	\$15.87	\$16.34

Job Title: GROUND VEHICLE MAINTENANCE APPRENTICE				TABLE 19		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$13.51	\$13.91	\$14.33	\$14.76
2	2 years Experience	12 months Level 1	\$14.97	\$15.41	\$15.88	\$16.35
3	3 years Experience	12 months Level 2	\$17.01	\$17.52	\$18.05	\$18.59
4	4 years Experience	12 months Level 3	\$17.69	\$18.22	\$18.77	\$19.33



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

Job Title: GROUND VEHICLE MAINTENANCE TECHNICIAN (WITHOUT LICENSE)				TABLE 20		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$21.12	\$21.76	\$22.41	\$23.08
2	2 years Experience	12 months Level 1	\$21.98	\$22.63	\$23.31	\$24.01
3	3 years Experience	12 months Level 2	\$22.60	\$23.28	\$23.98	\$24.69
4	4 years Experience	12 months Level 3	\$23.52	\$24.23	\$24.96	\$25.71
5	5 years Experience	12 months Level 4	\$24.44	\$25.17	\$25.93	\$26.71
6	6 years Experience	12 months Level 5	\$25.47	\$26.23	\$27.02	\$27.83
7	7 years Experience	12 months Level 6	\$26.49	\$27.28	\$28.10	\$28.95

Job Title: GROUND VEHICLE MAINTENANCE TECHNICIAN (WITH LICENSE)				TABLE 21		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$21.55	\$22.20	\$22.86	\$23.55
2	2 years Experience	12 months Level 1	\$22.46	\$23.14	\$23.83	\$24.55
3	3 years Experience	12 months Level 2	\$23.92	\$24.64	\$25.38	\$26.14
4	4 years Experience	12 months Level 3	\$25.38	\$26.14	\$26.92	\$27.73
5	5 years Experience	12 months Level 4	\$26.14	\$26.92	\$27.73	\$28.56
6	6 years Experience	12 months Level 5	\$26.96	\$27.77	\$28.60	\$29.46
7	7 years Experience	12 months Level 6	\$27.89	\$28.73	\$29.59	\$30.48
8	8 years Experience	12 months Level 7	\$29.14	\$30.02	\$30.92	\$31.84
9	9 years Experience	12 months Level 8	\$30.31	\$31.21	\$32.15	\$33.12

Job Title: GROUND VEHICLE MAINTENANCE SUPERVISOR				TABLE 22		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$28.94	\$29.81	\$30.71	\$31.63
2	2 years Experience	12 months Level 1	\$30.48	\$31.40	\$32.34	\$33.31
3	3 years Experience	12 months Level 2	\$31.64	\$32.59	\$33.56	\$34.57
4	4 years Experience	12 months Level 3	\$33.09	\$34.09	\$35.11	\$36.16
5	5 years Experience	12 months Level 4	\$34.55	\$35.59	\$36.65	\$37.75
6	6 years Experience	12 months Level 5	\$35.61	\$36.68	\$37.78	\$38.91
7	7 years Experience	12 months Level 6	\$37.03	\$38.15	\$39.29	\$40.47



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

Job Title: BUILDING MAINTENANCE TECHNICIAN LEVEL 1				TABLE 23		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1			\$12.49	\$12.87	\$13.25	\$13.65
2	1 year Experience		\$13.44	\$13.84	\$14.26	\$14.68
3	2 years Experience	12 months Level 1	\$13.87	\$14.29	\$14.72	\$15.16
4	3 years Experience	12 months Level 2	\$14.31	\$14.74	\$15.18	\$15.64
5	4 years Experience	12 months Level 3	\$14.67	\$15.11	\$15.57	\$16.04
6	5 years Experience	12 months Level 4	\$15.27	\$15.73	\$16.20	\$16.68

Job Title: BUILDING MAINTENANCE TECHNICIAN LEVEL 2 *				TABLE 24		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$18.37	\$18.92	\$19.48	\$20.07
2	2 years Experience	12 months Level 1	\$19.06	\$19.64	\$20.22	\$20.83
3	3 years Experience	12 months Level 2	\$19.67	\$20.26	\$20.86	\$21.49
4	4 years Experience	12 months Level 3	\$20.46	\$21.07	\$21.70	\$22.35

\* Employees in this Job Title who hold a licensed Trades certificate as a Carpenter, Electrician, Plumber, or for construction will be paid an additional five percent (5%) on their hourly wage rate,

Job Title: BUILDING MAINTENANCE SUPERVISOR *				TABLE 25		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$22.19	\$22.86	\$23.55	\$24.25
2	2 years Experience	12 months Level 1	\$23.22	\$23.92	\$24.64	\$25.38
3	3 years Experience	12 months Level 2	\$24.01	\$24.73	\$25.48	\$26.24
4	4 years Experience	12 months Level 3	\$24.98	\$25.73	\$26.50	\$27.30

\* Employees in this Job Title who hold a licensed Trades certificate as a Carpenter, Electrician, Plumber, or for construction will be paid an additional five percent (5%) on their hourly wage rate.

# FIRST AIR

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

Job Title: CLERK LEVEL 1				TABLE 26		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$11.49	\$11.84	\$12.19	\$12.56
2	2 years Experience	12 months Level 1	\$12.49	\$12.87	\$13.25	\$13.65
3	3 years Experience	12 months Level 2	\$12.80	\$13.19	\$13.58	\$13.99
4	4 years Experience	12 months Level 3	\$13.18	\$13.57	\$13.98	\$14.40
5	5 years Experience	12 months Level 4	\$13.55	\$13.96	\$14.38	\$14.81
6	6 years Experience	12 months Level 5	\$14.10	\$14.53	\$14.96	\$15.41
7	7 years Experience	12 months Level 6	\$14.52	\$14.95	\$15.40	\$15.86
8	8 years Experience	12 months Level 7	\$14.96	\$15.40	\$15.87	\$16.34

Job Title: CLERK LEVEL 2				TABLE 27		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$12.49	\$12.87	\$13.25	\$13.65
2	2 years Experience	12 months Level 1	\$13.44	\$13.84	\$14.26	\$14.68
3	3 years Experience	12 months Level 2	\$13.87	\$14.29	\$14.72	\$15.16
4	4 years Experience	12 months Level 3	\$14.31	\$14.74	\$15.18	\$15.64
5	5 years Experience	12 months Level 4	\$14.67	\$15.11	\$15.57	\$16.04
6	6 years Experience	12 months Level 5	\$15.18	\$15.64	\$16.11	\$16.59
7	7 years Experience	12 months Level 6	\$15.80	\$16.27	\$16.76	\$17.26
8	8 years Experience	12 months Level 7	\$16.27	\$16.75	\$17.26	\$17.77
9	9 years Experience	12 months Level 8	\$16.75	\$17.26	\$17.77	\$18.31

Job Title: CLERK LEVEL 3				TABLE 28		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$15.12	\$15.58	\$16.04	\$16.52
2	2 years Experience	12 months Level 1	\$15.55	\$16.01	\$16.49	\$16.99
3	3 years Experience	12 months Level 2	\$16.05	\$16.53	\$17.02	\$17.54
4	4 years Experience	12 months Level 3	\$16.67	\$17.17	\$17.69	\$18.22
5	5 years Experience	12 months Level 4	\$17.12	\$17.63	\$18.16	\$18.71
6	6 years Experience	12 months Level 5	\$17.62	\$18.15	\$18.69	\$19.25
7	7 years Experience	12 months Level 6	\$18.32	\$18.87	\$19.44	\$20.02



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Job Title: CLERK LEVEL 4				TABLE 29		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$16.43	\$16.92	\$17.43	\$17.96
2	2 years Experience	12 months Level 1	\$17.06	\$17.57	\$18.09	\$18.64
3	3 years Experience	12 months Level 2	\$17.75	\$18.29	\$18.83	\$19.40
4	4 years Experience	12 months Level 3	\$18.37	\$18.92	\$19.48	\$20.07
5	5 years Experience	12 months Level 4	\$19.06	\$19.64	\$20.22	\$20.83
6	6 years Experience	12 months Level 5	\$19.67	\$20.26	\$20.86	\$21.49
7	7 years Experience	12 months Level 6	\$20.46	\$21.07	\$21.70	\$22.35

Job Title: RAMP ATTENDANT				TABLE 30		
QUALIFICATIONS						
Level	External	Internal	Dec. 1, 2007	Dec. 1, 2008	Dec. 1, 2009	Dec. 1, 2010
1	1 year Experience		\$12.28	\$12.65	\$13.03	\$13.42
2	2 years Experience	12 months Level 1	\$13.55	\$13.96	\$14.38	\$14.81
3	3 years Experience	12 months Level 2	\$14.07	\$14.49	\$14.93	\$15.38
4	4 years Experience	12 months Level 3	\$14.59	\$15.03	\$15.48	\$15.94
5	5 years Experience	12 months Level 4	\$15.11	\$15.56	\$16.03	\$16.51
6	6 years Experience	12 months Level 5	\$15.63	\$16.10	\$16.58	\$17.08
7	7 years Experience	12 months Level 6	\$16.15	\$16.64	\$17.13	\$17.65
8	8 years Experience	12 months Level 7	\$16.69	\$17.19	\$17.71	\$18.24



**ARTICLE 44.00 - GROUP R.R.S.P. PLAN**

44.01 Each member of the GAFAE Bargaining Unit has the option of signing up and participating in the Company administered and self-directed 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:

	<u>Year 1</u>	<u>Year2</u>	<u>Year3</u>	<u>Year 4+</u>
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 (a) In order to receive the Company's contribution, in either option 1 or option 2 below, the person must be an Employee of the Company at the time of the Company payment, and must be contributing the Employee's portion to the GRRSP.

(b) The Employee may choose option 1 or 2 as follows:

Option 1\*

- i. As of July 2008, the Company will make the Company's GRRSP payment on each paycheque.
- ii. In order to transition from the previous methodology (an annual payment), the Company will make a lump sum payment in July 2008 covering the period from January to June 2008.

Option 2

- i. As of January 2009, the Company will make the Company's GRRSP payment on each paycheque.
- ii. In order to transition from the previous methodology (an annual payment), the Company will make a lump sum payment in January 2009 covering the period from January to December 2008.

\* Option 1 is the default option. Should an Employee prefer option 2, he must request this in writing to payroll. Neither GAFAE nor the Company will be held responsible for any penalties incurred by an Employee due to over-contributions.

\*\* This proposal presumes a ratification date prior to June 1<sup>st</sup>, 2008. If the agreement is not ratified by June 1<sup>st</sup>, 2008, the transition date to the new methodology will be shifted with a minimum 30 days from date of ratification to date of transition.



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES  
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- 44.05 The Company will establish policies and rules concerning the GRRSP, and will outline these in the Human Resources Policy Manual.
- 44.06 An Employee who has been laid-off retains any entitlement he would have had to the Company GRRSP contribution had he not been laid-off. If severance is paid to the Employee prior to the date of the GRRSP contribution defined in 44.04, the Company GRRSP contribution will be made at the time of severance payment. If the Employee is subsequently recalled, his participation in the GRRSP may continue as though his employment has not been interrupted.



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

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**ICL 45.00 – BUSINESS**

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- 45.01 The Association will notify Human Resources of the names of its elected or appointed representatives.
- 45.02 Where GAFAE representative(s) require time off from their regular duties in order to carry out Association duties, it is the obligation of the representative(s) to afford as much notice as possible to management of such need and to clear in advance their activities.
- 45.03 In addition to any time specifically allotted for in this Agreement, the Company will allow for representatives to conduct Association business up to a maximum of two hundred and forty (240) hours per calendar year. The Company will provide a monthly report to GAFAE of hours which have been charged to this account. .
- 45.04 For time spent conducting Association business, the affected representative shall continue to be paid his regularly scheduled hours. Once the allotment specified in 45.03 has been exhausted, the Association will be billed for any additional time spent conducting Association business, except in circumstances where the Company has agreed, in writing, to absorb the cost. The time billed back to the Association will be actual time used for completion of business at the Association Representative's regular rate of pay, at straight time.
- 45.05 The following are instances where the Company will pay the Association Representative(s) regular rate of pay and will not deduct from the account in 45.03, nor charge to Association as per article 45.04:
- Discipline hearings
  - GAFAE/Management meetings
  - Management initiated discussions/meetings
  - Grievance hearings
  - Company health and safety meetings
- 45.06 The GAFAE representative will identify on their timesheet when they have taken time off to conduct Association business and will identify whether the time is for those items listed in 45.05, or whether it is other Association business. The Company will track the usage of these hours and the information shall be available to GAFAE upon request.





**ARTICLE 46.00 – CONTRACT WORKERS**

- (a) GAFAE and First Air recognize that First Air's aircraft maintenance demands have and will continue to require the use of Contract Workers in certain circumstances or locations.
- (b) The Company will consult with GAFAE on a quarterly basis to report on the actual use of Contract Workers and discuss the planned use of Contract workers during the preceding and upcoming periods respectively.
- (c) The Company will use best efforts to solicit qualified GAFAE Members to work overtime, to a reasonable and safe extent, in order to fulfill a temporary need prior to engaging a Contract Worker.
- (d) The Company shall remit to the Association an amount equivalent to monthly Association dues for each Contract Worker. The amount shall be based upon the highest level in the payscale for the equivalent Job Title occupied by the Contract Worker. This shall not apply:
  - i) in the event of heavy maintenance checks (i.e., ATR42), C-check, or the equivalent heavy maintenance if new aircraft are brought into the system; or,
  - ii) where the work being completed by the Contract Worker is not being regularly performed by a GAFAE Position.
- (e) If the Company uses a Contract Worker to fill vacant GAFAE Positions for more than six (6) weeks, the Company shall provide detailed, written information of the reasons for the continued use. The Company shall demonstrate to GAFAE its attempts to fill the vacant Position, first on a resident basis. After the initial six (6) week period, the Company shall demonstrate that it is attempting to fill the vacant Position on a rotational basis (provided that there is available Company Housing\*). The Company reserves the right to initially post the vacant Position on a rotational basis. The Company shall provide these updates to GAFAE, every six (6) weeks, should the hiring difficulties continue and the Company is required to continue using the Contract Worker. For further clarification, a GAFAE member in a resident Position remains ineligible to apply for their same Position should it be posted as rotational.

\* Contract Workers will not be considered in determining Company Housing availability.
- (f) Subject to such specific exceptions as may be set out in this Agreement, or agreed between the parties, where one or more Contract Worker has been engaged in a consistent and identifiable role for more than three (3) months, a formal vacancy will be declared, at which point the terms of subparagraph (e), above, will apply. This shall not apply where the work being completed by the Contract Worker has not been regularly performed by a GAFAE Position.
- (g) A Contract Worker may be used to replace a reassigned Employee for the duration of the reassignment or to cover for STD, LTD or WCB/WSIB.



**ARTICLE 47.00 – NORTHERN LIVING ALLOWANCE**

- 47.01 The following allowances shall be calculated and paid on a per pay basis;
- (i) Permanent Full-Time Employees (non-rotational) who permanently reside and work at a station/base in the North that has road access shall be entitled to a taxable northern living allowance of \$6,600 per year.
  - (ii) Permanent Full-Time Employees (non-rotational) permanently residing and working at a station/base in the North that does not have road access, shall be entitled to a taxable northern living allowance of \$9,000 per year.
  - (iii) Permanent Part-Time Employees (non-rotational) who permanently reside and work at a station/base in the North that has road access shall be entitled to a taxable northern living allowance of \$3.17 per hour worked, to a maximum of the Permanent Full-Time Employee amount.
  - (iv) Permanent Part-Time Employees (non-rotational) permanently residing and working at a station/base in the North that does not have road access, shall be entitled to a taxable northern living allowance of \$4.33 per hour worked, to a maximum of the Permanent Full-Time Employee Amount.
- 47.02 Rotational and Non-Rotational Employees who reside in Company-provided housing are not entitled to receive northern living allowance.
- 47.03 For the purposes of this article, "North" is defined as being locations which are north of 55 degrees north latitude.



## **ARTICLE 48.00 – DRAFT**

Each department in each Home Base will maintain a Draft list:

The Draft list will be broken down according to Section and skill set. Departmental Managers will maintain and post the Draft list according to rules set out below. Once a GAFAE Member has worked four hundred and sixteen (416) hours of overtime in a calendar year, his name shall be removed from the Draft list for that calendar year.

The initial Draft list will be created in reverse order of GAFAE seniority, and will be posted within fifteen (15) days of ratification.

### **48.01 Modified Rotational Assignment**

a) If a suitable volunteer for a modified rotational 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 modified rotational cycle for longer than twenty-eight (28) Days, nor will modified rotational assignments be assigned back to back; i.e. Any one Employee will only be Drafted a maximum of 3 modified rotational cycles in any given calendar year.

b) Where management Drafts a Member for a modified rotational assignment, the Member shall be reimbursed by the Company for the non-refundable portion of contracts or reservations made by the Member in respect of that period, subject to the presentation of any documentation management may require. The Member must make every reasonable effort to mitigate any losses incurred and will provide proof of such action to management when requested. In this case, or other extenuating circumstances, the Senior Director of Maintenance, or his designate, has discretion to bypass the Employee and Draft the next Employee down the Draft List.

c) Where an Employee has been Drafted with less than fourteen (14) Days but more than twenty-four (24) hours notice of a modified rotational assignment, the Employee will receive Non-Cashable Time Bank credits of 1.15 hours per day worked in lieu of notification.

d) Once Drafted for a modified rotational assignment, the Employee moves to the bottom of the Draft list.

e) Where a suitable volunteer has been found, that Employee shall be moved to the bottom of the Draft list,

### **48.02 Term Assignment**

a) 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.

b) Where management Drafts a Member for a Term Assignment, the Member shall be reimbursed by the Company for the non-refundable portion of contracts or reservations made by



the Member in respect of that period, subject to the presentation of any documentation management may require. The Member must make every reasonable effort to mitigate any losses incurred and will provide proof of such action to management when requested. In this case, or other extenuating circumstances, the Senior Director of Maintenance, or his designate, has discretion to bypass the Employee and Draft the next Employee down the Draft list.

c) 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.

d) Once Drafted for a Term Assignment, the Employee moves to the bottom of the Draft list.

e) Where a suitable volunteer has been found, that Employee shall be moved to the bottom of the Draft list.

#### 48.03 Overtime

a) As per Article 21.03, when Management authorizes overtime, it must first be offered to qualified GAFAE Bargaining Unit Members on a volunteer basis. If no volunteers are found, Management may Draft GAFAE Bargaining Unit Members to perform the overtime work.

b) 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. In this case, or other extenuating circumstances, the Manager has discretion to bypass the Employee and Draft the next Employee down the Draft list.

c) Once Drafted for overtime, the Employee moves to the bottom of the Draft list.

d) Volunteers for overtime do not move to the bottom of the Draft list.

#### 48.04 Emergency Assignment

a) As per Article 23.01, if a suitable volunteer is not found the Company may Draft appropriately qualified individuals to carry out the task.

b) Where management Drafts a Member for an Emergency Assignment, the Member shall be reimbursed by the Company for the non-refundable portion of contracts or reservations made by the Member in respect of that period, subject to the presentation of any documentation management may require. The Member must make every reasonable effort to mitigate any losses incurred and will provide proof of such action to management when requested. In this case, or other extenuating circumstances, the Manager has discretion to bypass the Employee and Draft the next Employee down the Draft list.



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

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c) Once Drafted *for* an Emergency Assignment, the Employee moves to the bottom of the Draft **list**.

d) Where a suitable volunteer has been found, that Employee shall be moved to the bottom of the Draft **list**.



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES  
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**ARTICLE 49.00 – DURATION**

- 34.01 The parties agree that the term of the new collective agreement shall be for four (4) years from December 1<sup>st</sup>, 2007 to November 30<sup>th</sup>, 2011.
- 34.02 The parties acknowledge that any changes to the terms and conditions of employment shall only come into force and effect from the date of ratification, save and except any pay changes which are specifically noted in the attached documents, which shall be retroactive to December 1<sup>st</sup>, 2007.
- 34.03 This collective agreement shall remain binding upon the parties year to year thereafter unless notification of termination of the collective agreement, or of intended changes to the collective agreement is served in writing by either party, such notification will be served no later than within ninety (90) days prior to the expiry date. In the event that such notice is given, the collective agreement will remain in full force and effect until the requirements of Section 89 (1a) to (d) of the *Canada Labour Code* have been met.

IN WITNESS WHEREOF the parties hereto have signed this collective agreement on the 18<sup>th</sup> day of September 2008.

For: First Air

For: Group Association of First Air Employees

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*David R. Fortin*  
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*Yvon Houssemour*  
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*By [Signature]*  
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AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES  
MAINTENANCE AND MAINTENANCE SUPERVISORS

**APPENDIX A – ATTACHMENTS AND MEMORANDUMS OF AGREEMENTS**

**1A – PAY MODEL – ROTATIONAL ASSIGNMENT**

Employees on Rotational Assignments will be paid based on the pay model outlined below. Each pay will contain 80 hours of regular pay along with the estimate of overtime and vacation for the period.

For the purpose of the estimate the following are assumed to be working Days in rotations:

Rotation Cycle Duration	Days worked	Days out	Total Days	Rotations/year
3 wks in 1 wk out	21	7	28	13.03 (365/28 days)
3 wks in 1 3 wks out	22	20	42	

**Rotational cycle Example: (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) / 2080) = 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

Each pay includes 80 hours @ 22.65 = 1812.00

Overtime 1,223.10/3 407.70

Vacation 122.31/3 40.77

2,260.47

At the end of the rotational cycle actual hours worked will be compared to those paid per the model above. When a Statutory holiday falls with a rotational cycle, the member shall receive an additional credit of 11.5 hours for the day added to the actual hours worked. Any difference between the amount paid over the rotational period and the amount of actual hours will be settled on the payday following the month in which the rotational cycle ends.



AGREEMENT BETWEEN FIRST AIR AND THE GROUP ASSOCIATION FIRST AIR EMPLOYEES  
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**Appendix A – Attachments and Memorandums of Agreements**

**ATTACHMENT 1B – PAY MODEL – MODIFIED ROTATIONAL ASSIGNMENT**

For the purpose of the estimate the following are assumed to be working Days in rotations:

<i>Rotation Cycle Duration</i>	<i>Days worked</i>	<i>Days out</i>	<i>Total Days</i>
3 wks in/ 1 wk out	21	7	28

Modified Rotation Cycle: 3 wks in 1 wks out

Number of workdays in cycle: 21 days

Guarantee hours per day: 11.5

Total hours worked =  $11.5 \times 21 = 241.5$  hours 241.5

Pay Calculation for each Rotational Cycle:

Hours worked or credited 241.5

**Standard hours (paid at straight time (4x 40))** 160.0

Hours paid subject to time & 1/2 81.5

**Amount credited to Time bank ( $81.5 \times 1.5$ )** 122.25

*A rotational cycle which contains a stat holiday shall receive an additional credit of 11.5 hours'.*

*Using the example above, hours credited would increase to 253 hours, hours subject to time&1/2 would be 93 and amount credited to time bank would be 139.5.*

*The member on a modified rotation will continue to receive pay based on standard hours ie 80 hours per pay, At the end of the modified rotation, actual hours worked will be compared to those paid 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.*

*The Member will continue to accrue vacation in order that their vacation entitlement for the year is not affected.*





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

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**ATTACHMENT 2 – RETENTION BONUS FOR PERMANENT RESIDENTS IN SPECIFIED LOCATIONS**

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

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Re: Retention Bonus for Permanent Residents in Specified Locations

The parties agree that subject to the following terms and conditions, there shall be a Retention Bonus provided to GAFAE Bargaining Unit Members who permanently reside in specified select northern locations as detailed in ( / ) below.

1. A retention bonus of ten percent (10%) based upon a Member's earnings calculated monthly on standard hours i.e. 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, based on the previous year's earnings to eligible GAFAE Bargaining Unit Members. For members who become eligible during the year, the bonus will apply only to earnings while eligible.
2. 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 Home 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 on a full time basis through all or part of the previous year's months up to and including on the date of payment.
  - (iii) be an Employee of First Air on the date of payment.
  - (iv) not be an Employee on a Rotational schedule for one year or more.
3. This Memorandum shall expire on November 30, 2011, notwithstanding that the final Retention Bonus shall be paid in February 2012, recognizing service up to and including November 30, 2011. I.e. Payments will be made to eligible Employees:
  - Second payday in February 2009 (for Jan 01, -2008 to Dec 31, 2008 period)
  - Second payday in February 2010 (for Jan 01, 2009 to Dec 31, 2009 period)
  - Second payday in February, 2011 (for Jan 01, 2010 to Nov 30, 2010 period)
  - Second payday in February, 2012 (for Jan 01, 2011 to Nov 30, 2011 period)
4. The payment for the period of time from December 1, 2007 to December 31, 2007 shall be made concurrent with the payment for retroactive pay, within two months of ratification.
5. This agreement is without precedent or prejudice to any position that the Company may take in the future.



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

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**ATTACHMENT 3 – NORTHERN RESIDENT HERCULES MAINTENANCE PERSONNEL ON ROTATION SCHEDULE**

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

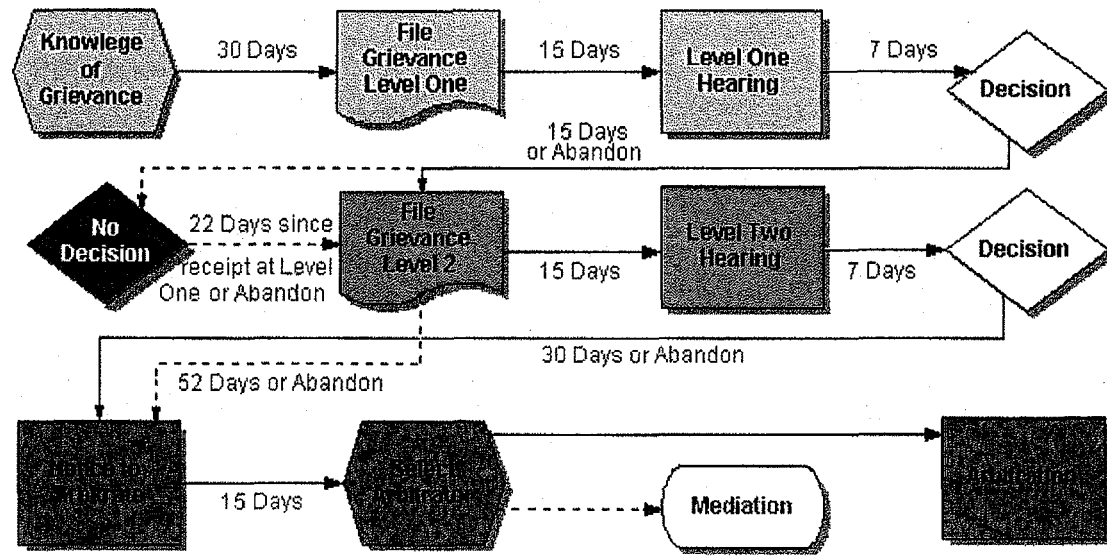
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**Re: Northern Resident Hercules Maintenance Personnel on Rotation Schedule**

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.

## ATTACHMENT 4 – DISPUTE RESOLUTION TIMELINE

### Dispute Resolution Timeline Illustration



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



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

**ATTACHMENT 5 – SECTIONS**

<p><b>1 Aircraft</b></p> <p>Comprising those employees primarily engaged in the maintenance of the aircraft and powerplants and in the overhaul of the aircraft proper. This includes performance of inspections, training, reconfiguration and audits of aircraft to ensure the aircraft condition and the materials, procedures and workmanship used in carrying out aircraft maintenance and overhaul, continue to meet Transport Canada and Company standards of Airworthiness.</p>	<p><b>8 NDT</b></p> <p>Comprising those employees primarily engaged in non-destructive testing of structures, systems, components, parts and materials by radiography, ultrasonic and eddy current testing.</p>
<p><b>2 Avionics (Line)</b></p> <p>Comprising those employees primarily engaged in the maintenance of aircraft electrical and electronic systems (including radio communications and radio navigational aid equipment) and related instrument systems including modification; installation of related systems</p>	<p><b>9 Stores</b></p> <p>Comprises those employees who primarily perform stores functions of inspection, receiving, shipping, warehousing, stocking, tool calibration delivery/pickup and issuing for parts, tools and supplies.</p>
<p><b>3 Avionics (Shop)</b></p> <p>Comprising those employees primarily engaged in the overhaul, repair, modification, inspection, testing and certification of avionics components.</p>	<p><b>10 Grooming</b></p> <p>Comprising those employees primarily engaged in maintaining cleanliness and cosmetic serviceability of the interior of the aircraft.</p>
<p><b>4 Engineering</b></p> <p>Comprising those employees primarily engaged in Approved Engineering Organization (AEO) activities in the structures, mechanical systems and avionics specialties leading to the issuance of a Supplemental Type Certificate, Limited Supplemental Type Certificate, or Repair Design Certificate</p>	<p><b>11 Ground Vehicle</b></p> <p>Comprising those employees primarily engaged in the maintenance, repair and overhaul of ground support equipment.</p>
<p><b>5 Planning</b></p> <p>Comprising those employees primarily engaged in aircraft maintenance planning, reliability performance monitoring and continuing airworthiness activities.</p>	<p><b>12 Facilities</b></p> <p>Comprises those employees primarily engaged in general facilities maintenance.</p>
<p><b>6 Component Shop</b></p> <p>Comprising those employees primarily engaged in the overhaul, repair, modification, inspection, testing and certification of aircraft components such as wheels, brakes, landing gear, starter generators, gearboxes, hydraulic accessories, etc.</p>	<p><b>13 Clerical</b></p> <p>Comprises those employees primarily engaged in processing and compiling of information in an office environment working with reports, graphs, tables, records and other sources of information through the use of a wide variety of automation programs.</p>
<p><b>7 Structures</b></p> <p>Comprising those employees primarily engaged in the overhaul, repair, installation, modification, reconfiguration, painting and fabrication of aircraft structural components and parts; aircraft seats; and aircraft interior parts.</p>	<p><b>14 Ramp</b></p> <p>Comprising those employees primarily engaged in forming g... relative to the aircraft</p>



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

**ATTACHMENT 6 – JOB TITLE HIERARCHY LIST**

**JOB TITLE HIERARCHY LIST**

1. The Job Titles are listed within each Section in order of **lowest** classification to highest classification
2. Those Job Titles within the MSBU are shaded with grey, All other Job Titles are within the MBU

SECTION	JOB TITLES	TABLE
1. AIRCRAFT	Technician	1
	ACA	2
	Maintenance Supervisor/ Coordinator	3
2. AVIONICS (LINE)	Technician	1
	SCA	4
	ACA	2
	Maintenance Supervisor/ Coordinator	3
3. AVIONICS (SHOP)	Technician	1
	SCA	4
	ACA	2
	Maintenance Supervisor/ Coordinator	3
4. ENGINEERING	Mechanical Designer and Engineer	5
	Maintenance Supervisor/ Coordinator	3
5. PLANNING	Analyst	6
	Maintenance Supervisor/ Coordinator	3
6. COMPONENT SHOP	technician	1
	SCA	4
	Maintenance Supervisor/ Coordinator	3
7. STRUCTURES	Interior Aircraft Technician	7
	Technician	1
	SCA	4
	ACA	2
	Interior Supervisor/ Coordinator	8
	Maintenance Supervisor/ Coordinator	3
8. NDT	NDT Apprentice	9
	NDT Technician I	10
	NDT Technician II	11



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

	NDT Technician III	12
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**ATTACHMENT 6 – JOB TITLE HIERARCHY LIST (continued)**

SECTION	JOB TITLES	TABLE
<b>8. STORES</b>	Driver	17
	Stock Keeper/Stores Agent	13
	Stores Agent in SAA Accredited Position	14
	Stores Lead Hand	15
	SCA	4
	Stores Supervisor / Material Control Supervisor	16
<b>10. GROOMING</b>	Groomers	18
	Interior Supervisors	8
<b>11. GROUNDVEHICLE</b>	Ground Vehicle Maintenance Apprentice	19
	Ground Vehicle Maintenance Technician	20
	Ground Vehicle Maintenance Technician with License	21
	Ground Vehicle Maintenance Supervisor	22
<b>12. FACILITIES</b>	Building Maintenance Technician I	23
	Building Maintenance Technician II	24
	Building Maintenance Supervisor	25
<b>16. CLERICAL</b>	Clerk I	26
	Clerk II	27
	Clerk III (Librarians)	28
	Clerk IV (Tech Ops)	29
<b>1A. RAMP</b>	Ramp Attendants	30



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

**ATTACHMENT 7 – MEMORANDUM OF AGREEMENT I**

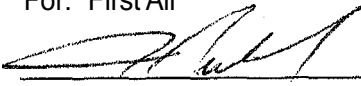
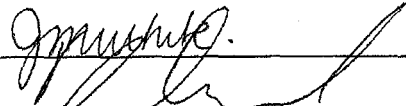
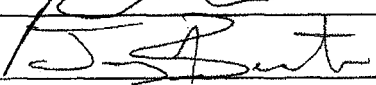
**MEMORANDUM OF AGREEMENT BETWEEN  
BRADLEY AIR SERVICES/FIRST AIR (COMPANY)  
AND THE  
GROUP ASSOCIATION OF FIRST AIR EMPLOYEES  
MAINTENANCE AND MAINTENANCE SUPERVISORS BARGAINING UNIT**

**NORTHERN ROTATIONAL ALLOWANCE**

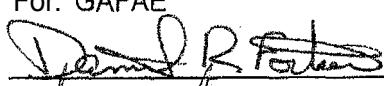

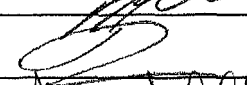
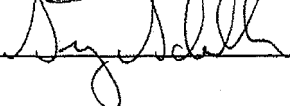
1. The Company agrees to provide a Northern Rotational Allowance in the amount of four hundred and fifty dollars (\$450.00) per month to those Full-Time GAFAE Employees who are on a permanent Rotational Assignment schedule, and provide their own accommodation in Iqaluit or Yellowknife. Employees in this situation shall be responsible for the purchase of their own food.
2. Employees who receive the Northern Rotational Allowance shall not have **claim** to a room in Company-provided housing, unless the Company has availability in Maintenance staff housing. The payment of the Northern Rotational Allowance would cease immediately upon the Employee's move back into Company housing.
3. It is understood that if enough Full-Time rotational Employees choose to provide their own accommodation in Iqaluit or Yellowknife, the Company reserves the right to decrease the amount of staff houses. This shall not adversely affect those Full-Time rotational Employees who remain in Company-provided housing, or are hired into new Positions which provide accommodation.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement on the 18<sup>th</sup> day of Sept, 2008.

For: First Air

  
  
  
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For: GAFAE

  
  
  
  
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