

**Collective Agreement
BETWEEN**



AND

GAFAE

A large, light blue wireframe illustration of an airplane, viewed from the front, centered in the background of the page.

MAINTENANCE & MAINTENANCE SUPERVISORS

Representing Maintenance, Facilities Maintenance and Administrative Support.

Duration of Agreement

March 23, 2021 to March 23, 2023

12711-08



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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 Canadian North 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 GAFAE, the Company, and the Members to co-operate 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 Canadian North Human Resources Policy Manual will address procedures that are not specifically addressed herein.



Article 1.00 - Definitions

- **Acting Supervisor:** A Member 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 a Member for a period of time. The Assigned Work Location may be a geographical location, or it may be designated by the type of work. The Assigned Work Location may be different than a Member's Home Base.
- **Association:** GAFAE.
- **Casual Worker:** A person hired for a determinate period of time who does not have regularly scheduled hours assigned but is called upon to work on an 'as needed' or irregular basis. Casual 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. 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 Canadian North.
- **Contract Worker:** A person who works for a company outside Canadian North, 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:** A Member 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.
- **Date of Hire:** means the first day an employee is on the Company's payroll.
- **Drafting:** A method for management to recruit appropriately qualified Members 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 Members who would already be working an overnight shift, 'overnight stay' requires the Member to be away from his Home Base beyond 20 hours past the start of the shift.
- **Force Majeure:** unforeseeable circumstances that prevent someone from fulfilling a contract.
- **Full Time Employee:** means an employee who has been so classified by the Company and who is working the standard hours as defined in article 19.04 within this agreement.
- **GAFAE Bargaining Unit (GBU):** The unit comprised of members from both the Maintenance Bargaining Unit (MBU) and the Maintenance Supervisors Bargaining Unit (MSBU).



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- **GAFAE Designate:** An individual appointed by the President of GAFAE to perform selected responsibilities.
- **Home Base:** Member'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 Member's Assigned Work Location.
- **Job Title:** Description of Member's function within the Company. Must be one of the Job Titles in Attachment 5 – Job Title Hierarchy List. 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.
- **Maintenance Bargaining Unit (MBU):** The unit covered by certificate 11514 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:** A Member 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 on a stand-by basis, outside of the Member's regularly scheduled working hours, to respond immediately to telephone inquiries, or a call back to work, or both as required for reasons of operational necessity. Management must assign the appropriate status.
- **Part Time Employee:** means an Employee who works in a Clerical, Building Maintenance, or Grooming position and has been so classified by the Company, and who is working between twenty-four (24) and thirty (30) hours per week. The allowable number of Part Time Employees per section shall not exceed 15% of the Employees in that section. If 15% is less than 1, then the allowable number of Part Time Employees shall be one (1).
- **Position:** Description which includes the Member's Home Base, Job Title and Section.
- **Permanent Northern Resident:** An employee whose home address is in a Northern Community (north of 60)
- **Rotational Assignments:** A job assignment whereby the work schedule is averaged over a rotational cycle as detailed in an Appointment Letter.
- **Status:** means whether an employee is Full Time or Part Time.
- **Section:** One of the areas of operation within the maintenance department. Descriptions of the current Sections can be found in Attachment 4. Additional Sections may be added with GAFAE's approval. Any amendments to Attachment 4 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.



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- **Shift:** Consecutive hours worked during a twenty-four (24) hour period which form part of a Shift Schedule.
- **Supervisor:** A Member 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 Members 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 a Member to be away from their Assigned Work Location and necessitates an overnight stay.
- **Time Banks:** There shall be two (2) 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 Canadian North, there will be a reconciliation of all Time Banks.
- **Transfer:** A Transfer occurs where a Member 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 a Member 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.
- **Vacancy:** means an unfilled position, as required and determined by the Company, within the scope of this agreement.



Article 2.00 - Association Rights

- 2.01 The Company recognizes the Association in the form of the GAFAE Executive committee, as the sole bargaining agent for those Members 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 Canadian North Company newsletter regarding GAFAE information.
- 2.07 A representative of the Association shall have the right to meet with new Members make a GAFAE presentation, subject to operational requirements.
- 2.08 The Company shall inform the GAFAE President or his designate of any changes to the Canadian North Human Resources Policy Manual at least seven (7) calendar days before they are published or implemented.



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 Member work force, including, but not limited to, the right to hire, suspend or discharge, terminate, transfer, promote, demote, or lay off. All the functions, rights, powers and authority which the Company has not specifically abridged or modified by this Agreement are retained by the Company.

Article 4.00 - No Lockout - No Strike

- 4.01 It is agreed between the parties that there shall be no lockout by the Company and that there shall be no strike by the Members of the 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.
- 4.06 Force Majeure: where an event or effect that could be neither anticipated nor controlled has a significant impact on the Companies operation, the Company and the Association will meet to discuss mitigations, which may include Letters of Agreement to temporarily amend language in the Collective Agreement



Article 5.00 - Scope of Agreement

- 5.01 The provisions of this Agreement will be applicable only to those indeterminate Members in the Maintenance (certificate 11514) and the Maintenance Supervisors Bargaining Unit (certificate 7521) who work twenty-four (24) hours per week or more on a regular basis.



Article 6.00 - Association Dues

- 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 pay 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 15th 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.

Article 7.00 - Association / Management Meetings

- 7.01 The parties acknowledge the mutual benefits to be derived from joint meetings where issues of common interest are discussed, using the principles of 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, GAFAE representatives to the meeting will be given the same travel codes on Canadian North 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.
- This probation period will be automatically extended by the length of any period of absence in excess of 14 consecutive days (this would not apply to approved vacation). 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 Members shall only serve one probationary period with the Company
- 8.03 During the probationary period a probationary Employee shall be regarded as coming within the scope of this agreement.
- 8.04 A written assessment of a probationary Employee's progress will be provided to the Member and the Association before the end of the fifth (5th) month [150th day] of the probation period, and before the end of the eighth (8th) month [240th calendar day] as applicable. Management agrees to meet with the Association to discuss the contents of the five (5) month assessment, and eight (8) month assessment as applicable, if requested by the Association. The written assessment shall be done by the Member's immediate Supervisor and or other Management representative.
- 8.05 The Human Resources Department must be consulted by Management prior to the dismissal of a probationary Employee.
- 8.06 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.
- 8.07 If a probationary Employee is not retained during the probationary period, the probationary Employee has access to the grievance process.
- 8.08 For internal promotions or Transfers, if the employee is still within their probationary period, the remaining probationary period will apply to the new position. The remaining probationary time will be stipulated in the offer/Appointment Letter Procedures regarding the treatment of probation and regularization are specified in the Company 'Human Resources Policy Manual'.



Article 9.00 - Airport Restricted Area Pass

- 9.01 All Members who require access to secure airport areas shall be required to obtain and retain an Airport Restricted Area Identification Card (RAIC).
- 9.02 Failure to obtain and retain an Airport Restricted Area Identification Card may be grounds for dismissal.
- 9.03 Members who are required to obtain or renew a RAIC shall be afforded reasonable time off with pay to attend the necessary appointment(s) with the local Airport Authority for the purpose of processing an application. The Member and Management shall make every effort to schedule the appointment(s) during the Member's regular work hours. Where this is not possible, the Company shall afford the Member three and a half (3.5) hours pay per day to attend the appointment(s).



Article 10.00 - Statutory Holidays

- 10.01 The Statutory Holidays observed shall be in accordance with the Canadian North "Human Resources Policy Manual".
- 10.02 Members 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 a Member does not work on a statutory holiday and is entitled to holiday pay, the member shall receive pay at straight time for the hours they are regularly scheduled to work.
- 10.04 For the purposes of determining eligibility to statutory holiday pay, the following shall apply. Where a Member'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 a Member'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 Members 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 11.00 - Vacation

11.01 Vacation entitlement shall be as follows:

For All Members 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 Members

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

11.03 Supplementary Vacation Leave

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

- i) The Member 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 Member's request must include a schedule, provided in good faith, for using all supplementary vacation leave. Management shall reply to the Member's request by no later than January 31, and;
- ii) There must be no additional costs to the Company nor an impact on Company operations, and;
- iii) Upon approval of the Member's request, the Member'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) Members 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 Members” and the Pay models in “Attachment 1”.
- b) Members 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 Member must notify Management of this intention prior to acceptance of assignment. This stipulation will be added to the appointment letter. Members cannot take vacation as paid time off during the Rotational assignment unless agreed to by Management.
- c) In the event a Member 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 Members who submit written bids for their vacation for the upcoming year prior to November 30th shall be awarded their vacation in order of GAFAE Bargaining Unit seniority. Members are required to provide enough options to ensure that one of their bids is accepted, given their place on the seniority list. Members 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)
 - i) Except for the instance mentioned in Article 11.06(b) (ii), Management shall be responsible to ensure the approved vacation list is posted no later than January 26th.
 - ii) Where a Member submits a vacation request per Article 11.06(a) for vacation during the forthcoming period of January 1st to February 28th, Management shall respond in writing to the Member no later than December 15th of the year the request was submitted.
- c) From February 1st – 15th, those Members 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 a Member fails to submit vacation bids pursuant to 11.06(a), and does not bid successfully as per 11.06 (c), they shall be assigned vacation. Assigned vacation will commence no earlier than April 30th, and the Member must be given a minimum forty-eight (48) hours’ notice of such assignment. Management may assign all of the Member’s vacation entitlement for the year. However, where a Member 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) Members are to use their full vacation entitlement each calendar year. However, where a Member requests, they 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.

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.
 - ii) Management may cancel previously approved vacations with less than thirty (30) Days notice, subject to the agreement of the Member.
 - iii) Where Management cancels a Member's vacation pursuant to clause 11.07(a)(i) or 11.07(a)(ii), the amount of vacation cancelled may, at the Member's discretion, be carried over into the next vacation year or re-scheduled into available blocks in the current year.
 - iv) Before a Member's vacation is cancelled, the case must be reviewed by the Vice President Maintenance and Engineering or his designate.
- b) A Member may change approved vacation time with the authorization of Management.
- c) Where a Member, who is away on vacation leave voluntarily consents to terminating their 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 their vacation leave. A Member 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 Member shall be reimbursed by the Company for the non-refundable portion of vacation contracts or reservations made by the Member in respect of that period, subject to the presentation of 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.

11.08 In limited and exceptional circumstances only, and at the discretion of the Vice President Maintenance and Engineering or his designate, a Member 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 their regular yearly entitlement may be advanced to a Member at Management's discretion provided they:

- i) receives the written permission from the Vice President Maintenance and Engineering or his designate, 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 a Member who has an excess amount of vacation advanced to them will have that amount reconciled against their next year's vacation time entitlement.

Article 12.00 - Benefits

- 12.01 Qualifying Members 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: 100 percent Company paid
 - Long-term disability: 100 percent Employee paid
 - Extended Health Care: 100 percent Company paid

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

In recognition of the significant change that this means to legacy 7F employees, who are employed at the time of ratification, the Company is prepared to assist employees through the transition to the new corporate benefit cost share. This will consist of the amount below being paid biweekly in the first year of the agreement at 100% and in the second year of the agreement at 50%.

No NLA- \$50.00 per pay
(Year 1, \$50.00/pay,
Year 2, \$25.00/pay)

Receiving NLA - \$65.00
(Year 1, \$65.00/pay,
Year 2, \$32.50/pay)

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

Article 13.00 - Wellness Leave

- 13.01 Wellness Leave: means a period of one (1) or more Days, or parts thereof during which a Member was scheduled to work and was unable to report due to illness, injury, care of a spouse, dependent children, and/or parents (infirmated/disabled).
- 13.02 Full Time Members will be granted one hundred and thirteen (113) hours a year of Wellness Leave at the beginning of each calendar year. Part time Employees will be granted seventy (70) hours a year of Wellness Leave at the beginning of each calendar year. A Member may carry over into the following calendar year up to a maximum of thirty-two (32) hours of Wellness Leave; any Wellness Leave in excess of this shall be cleared at the end of each calendar year. A Member may not have more than one-hundred and forty-five (145) hours of Wellness Leave in his Wellness Leave Bank at any time.
- 13.03 All new Full Time Members who start after the beginning of the calendar year will receive Wellness Leave credits pro-rated at 9.42 hours per month for each month in which a Member earns pay for ten (10) days or more, based on the number of months remaining in the calendar year. Part Time Members who start after the beginning of the calendar year will receive Wellness Leave credits pro-rated at 5.83 hours per month.
- 13.04 Subject to management approval, Wellness leave will be granted to attend routine personal appointments such as medical, or dental appointments.
- 13.05
- a) A doctor's note may be required for Wellness Leave in excess of three (3) consecutive Days. A request for a note must be made during the time of leave and shall not be made unreasonably. 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.
 - b) In the case where the Company has determined that there has been abuse or misuse of Wellness Leave, the Company may request a doctor's note to substantiate any future taking of Wellness Leave. This requirement will stand for a period of one (1) year from the date of the request. The Company will reimburse the Member up to a maximum of one hundred dollars (\$100) per calendar year if a doctor's note is requested by the Company and the Member pays for the note. A receipt will be required.
- 13.06 A member shall give the Company as much notice as possible when taking Wellness Leave. They shall make all reasonable efforts to contact their immediate supervisor, or where such personnel are not on duty, the supervisor on duty to whom they would normally be responsible. Should they deem themselves too sick to fulfill their duties while on duty, they shall make a reasonable effort to inform their supervisor on duty before leaving work.
- 13.07 Where a Member has exhausted all Wellness Leave credits, an additional time off due to illness may be deducted from the Employee's time bank or the Employee shall not be paid for the additional time off.
- 13.08 The confidentiality of health and medical information of Members is recognized by the employer and GAFAE. Members and GAFAE representatives who have access to this information will ensure its confidentiality. The employer also agrees that medical information of a Member will not be divulged to a third party without their consent or as otherwise required by law.

Article 14.00 - Bereavement Leave

- 14.01 When a member of the Member's immediate family dies, the Member 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 Member 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 a Member or their spouse's family (including common law spouse or same sex partner):
- Spouse
 - Parent (including step-parent)
 - Sibling (including step-sibling)
 - Child (including step-child)
- 14.03 Upon the death of a grandparent of the Member or the Member's spouse (including common law spouse or same sex partner), or of a relative of the Member living with the Member, the Member 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 Member shall be paid for those days which were scheduled to be worked.
- 14.04 Upon the death of a grandchild of the Member, the Member 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 Member 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.



Article 15.00 - Marriage Leave

15.01 Shall be in accordance with the Canadian North "Human Resources Policy Manual".



Article 16.00 - Leave of Absence

- 16.01 At Management's discretion, a Member who submits a written request for a personal leave of absence may be granted such leave without pay for up to twenty-four (24) months. Such leave will not be used for the purpose of employment elsewhere. The Vice President Maintenance and Engineering or his designate, may authorize exceptions under specific circumstances.
- 16.02 A Member 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 Member must be given as follows:

Duration of Leave	Notice to Company
0 – 12 months	At the half (½) way point of leave
13 – 24 months	To be given six (6) months prior to returning

- 16.03 Provided that the request and notice provisions of this article have been complied with the Member's Position will be held.



Article 17.00 - Company Physician

- 17.01 Where a Manager so requests, a Member 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 Member's availability to work. All costs of such visits will be borne by the Company.

Article 18.00 - Scheduling and Hours of Work

18.01 The Association and Canadian North 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 Members meet those demands.

The Company will not schedule Management Employees to perform the duties of an Employee covered by this agreement at a Base, except where a situation requires immediate action which could not have been planned for, nor reasonably predicted.

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

18.03 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.

18.04 Schedules of Work

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

- a) Standard Hours of Work: A Member will work eight (8) hours per day five (5) days per week;
- b) Modified Work Schedule: A Member may work greater than forty (40) hours in a week provided that the average of hours meets the terms in the Canada Labour Code. Which schedule is implemented is at the sole discretion of Management. GAFAE and the Company have agreed to the following schedules:

- continental shift, averaging over two (2) weeks;
- four (4) days on, four (4) days off, averaging over four (4) weeks;
- four (4) days on three (3) days off, averaging over one (1) week;
- one (1) week on, one (1) week off, averaging over two (2) weeks;
- two (2) weeks on, two (2) weeks off, averaging over four (4) weeks;
- three (3) weeks on, three (3) weeks off, averaging over six (6) weeks;
- four (4) weeks on, four (4) weeks off, averaging over eight (8) weeks; and
- 5 on/ 5 off, 4 on/ 5 off, 5 on/ 4 off, averaging over three (3) weeks;

Or other variants as may be implemented by Management from time to time after consultation with GAFAE.

18.05 Members shall be equitably rotated through day, evening, and night shifts, where operations permit. Should the members at a base wish to have shifts that do not rotate through day, evening, and night shifts they will raise the issue with the GAFAE Executive, and the GAFAE Executive may present the item to the Company. This will be implemented within 60 days of ratification of the CA.

18.06 Wherever possible, monthly Shift Schedules will be published at least two (2) weeks prior to the start of the month.

18.07

- a) With the exception of the provisions of 18.08, there shall be a minimum of ten (10) hours off between regularly scheduled shifts unless otherwise agreed to by Management and the Member.
- b) The provisions of clause 18.07(a) are not applicable where:
 - i) A Member is sent on Emergency Assignment, or;
 - ii) The Member is the sole qualified maintenance Member supporting aircraft under charter or contracted conditions.



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- c) Where the provisions of clause 18.07(b) are in force and five (5) consecutive Days have passed without an adequate break between shifts, Management, in consultation with the Member, will allow sufficient rest to be taken.
- 18.08
- a) When a Member's scheduled shift is transitioning between night to day shift, there shall be minimum of forty eight (48) hours off between regularly scheduled shifts unless otherwise agreed to by Management and the Member.
 - b) The provisions of clause 18.08 (a) are not applicable if the Member is scheduled for training purposes. When a Member's scheduled shift is transitioning between night shift and day shift for the purposes of attending training, there shall be a minimum of ten (10) hours off.
- 18.09 There shall be no split shifts on regular work schedules. Members, away from their Home Base, supporting aircraft under charter or contracted conditions are deemed not to be on a regular schedule.
- 18.10 Where Management changes the Shift Schedule and the Member'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 Member affected by the change shall receive forty dollars (\$40.00).
- 18.11 Member 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 Members on a modified work schedule. For further clarification, Members may not exchange shifts across two different averaging periods.
- 18.12 Where a Member's shift hours are changed by Management, the Member will not be monetarily disadvantaged if their actual hours worked are less than those that were regularly scheduled.
- 18.13 The Company will provide an unpaid meal period of thirty (30) minutes per regularly scheduled shift. Where the Company requires a Member to work through their lunch, the Member will receive thirty (30) minutes pay.
- 18.14 Members are responsible for ensuring their time recorded in the Company payroll system is accurate. Management will notify members of any modification to their recorded time entries.
- 18.15 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.
- 18.16 Flexible Hours for Office Staff
Upon a Member'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 19.00 - Rotational Assignment and Modified Rotational Assignment

19.01 Duration of Rotational Assignment

- a) Management shall stipulate the duration of a Rotational Assignment in writing to the Member. 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) Should Management change a Member's rotational work schedule, a new averaged pay cycle shall commence. The new rotational cycle shall start with the Member's first day in.
- d) 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.
- e) Rotational Assignments shall be posted.

19.02 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 a Member is given twenty-four (24) hours or less notice the provisions of article 22.02 (Emergency Assignment) will be applied

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

19.04 Schedules for Rotational Assignments and Modified Rotational Assignments

Rotational Assignment Schedules:

- a) Schedules of work for Members 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 Members 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) Members 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



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Management's discretion, Members 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 Members on 'averaged' work schedules as described in 19.04(a) and 19.04(b) shall be made as follows. For any hours worked over their standard hours for a rotational cycle, Members 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 Member.

Work During Time Off Portion of Cycle:

- f) A Member 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 Member and with the approval of Management. In the event the Member works during the time off portion of the rotational cycle, their time off shall be reduced by the same number of days worked, unless agreed to by GAFAE. For example, if a Member 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, their time out for that rotational cycle shall be reduced to two (2) weeks.
- g) GAFAE members will have the ability to trade 1 week of rotational time in with another GAFAE member who is scheduled to be on time off. A shift trade would need to be mutually agreed to, and occur in a maximum of 2 consecutive rotations. When a shift trade occurs, the reconciliation period will be extended to incorporate the two periods of the shift trade (For example, if Member A is on 3x3 rotation trades with Member B on 3x3 rotations, the reconciliation period for both will be 12 weeks instead of 6 weeks). The person accepting the trade must be qualified and possess the skills and abilities to do the work required for the week of coverage. This would be determined by Management. The provisions regarding hours of rest will not apply to shift trades. Shift changes shall not result in additional cost to the Company, and the Company shall not be liable or responsible should a dispute arise between Members as a result of a Shift trade (the Company will provide 1 flight in and 1 flight out for the period of the rotation, any additional flights would be the responsibility of the Members conducting the trade). The Company and the Union recognize that a Member's entitlement to trade shift is not intended to allow Members, for all intents and purposes, to trade away their Shift Schedule. Any difficulties which are anticipated or arise from the exercise of shift trades will be discussed and resolved by the GAFAE Executive, or if necessary, will be referred to a higher level.

19.05 Travel Time:

- a) A Member shall be paid travel time at their regular rate of pay commencing one hour prior to the scheduled departure from a Canadian North point of departure to a location of Company operations. For Rotational and Modified Rotational Assignments requiring international travel, the conditions of article 40.01 shall apply. Travel time from a Member's residence to a Canadian North point of departure will not be remunerated. Travel time from a terminating Canadian North destination to a Member's residence shall not be remunerated. When a Member is travelling to or from a Rotational or Modified Rotational Assignment, the Company shall provide



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suitable accommodation, when required, when he either arrives at or departs from his Canadian North point of departure.

- b) The Member 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) A Member's scheduled days of work shall include those days which the Member travels.
 - d) It is the Member's responsibility to arrive at a Canadian North point of departure on time to travel on their scheduled rotational flight in.
- 19.06
- a) Provided that a Member submits their 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 20.00 - Overtime and Time bank

- 20.01 Management must authorize all overtime.
- 20.02 Management will make reasonable efforts to distribute overtime equitably.
- 20.03 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.
- 20.04 Management will provide as much notice as practical when calling overtime, recognizing that short notice may occur due to operational circumstances.
- 20.05 It is recognized that due to the nature of Canadian North's operations, Members may be called-in to work to complete specific tasks as required by Management. When a Member 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.
- 20.06
- a) Where meals are not provided, a meal allowance of twelve dollars (\$12.00) will be provided to Members 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 Members 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, a Member 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 a Member to work on a scheduled Day off, the Member will be given a meal allowance similar to that in clause 20.06 (a), provided that the Member works three (3) hours beyond the shift that was requested by Management. If the Member is requested to work eleven and one-half (11.5) hours or more, then the Member is only required to work two (2) hours beyond the end of the shift in order to receive the meal allowance.
- 20.07 Earned overtime is to be placed in the Member's Time Bank and will be awarded at the rate it was originally earned. Time Bank hours accumulated shall be limited to six hundred (600) hours, after which overtime shall be paid. No Member shall be permitted to have a negative balance in their Time Bank. Time Bank balances shall be available to every Member electronically. The Time Bank shall be managed in the following way:
- i) A Member may cash out Time Bank hours at his discretion and does not require his Manager's approval, or;
 - ii) A Member 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. Member requests for vacation leave shall always take precedence.
 - iii) Where a Member works less than their scheduled hours, the hours not worked will be unpaid unless the Member indicates in the payroll system that they wish to use their bank time.
- 20.08 Overtime is calculated on a daily basis, unless an averaging schedule (rotational) exists, then all hours will be averaged over the reconciliation period and overtime paid accordingly.

Article 21.00 – Term Assignment

- 21.01 Term Assignments are to be assigned in an equitable manner subject to operational requirements and Member skill sets.
- 21.02 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.
- 21.03 Where a Member 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 Member will receive a credit of (1.15) hours for each Day (8-hour employee) or (1.65) hours each day (11.5- hour employee) on Term Assignment, which will be credited to the Non-Cashable Time Bank. This credit will not be provided to Members on Emergency Assignment or Members on same day trips. For the purpose of this article only Ottawa (YOW) and Kanata (KAN) are considered the same Assigned Work Location.
- 21.04 Immediately upon the return from a Term Assignment a Member must take one (1) day off from their Non-Cashable Time Bank for every seven (7) Days away on a Term Assignment. A Member may accumulate up to a maximum of eighty (80) hours in their Non-Cashable Time Bank.
- 21.05 Notification
- a) Where a Member 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 Member will receive a ninety dollar (\$90.00) payment in lieu of notification.
 - b) Where a Member 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 Member will receive a ninety dollar (\$90.00) payment in lieu of notification.
 - c) Where a Member 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 Member will receive a ninety (\$90.00) dollar payment.
 - d) Where a Member is given twenty-four (24) hours or less notice the provisions of article 22.00 (Emergency Assignment) will be applied.
- 21.06 The provisions of the preceding clause (21.05) are not applicable to a Member 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 22.00 - Emergency Assignment

- 22.01 For Emergency Assignments (refer to Article 1.00 Definitions) the Company will give the Member a maximum of twenty-four (24) hours' notice (refer to article 40.01 General Provisions). Emergency Assignments are to be offered in an equitable manner subject to operational requirements and Member skill sets. If a suitable volunteer is not found the Company may Draft appropriately qualified individuals to carry out the task, as per article 47.04.
- 22.02 When required to travel on an Emergency Assignment, a Member will receive a lump sum payment of five hundred dollars (\$500.00) and shall receive a guaranteed minimum of eleven and one-half (11.5) hours per Day inclusive of travel days. For the Member to qualify for the Emergency Assignment premium, the situation requires an overnight stay. For those Members who would already be working an overnight shift, 'overnight stay' requires the Member 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.
- 22.03 The provisions of this article will not be applied to Members on Rotational Assignment, modified Rotational Assignment or Term Assignment when supporting the normal requirements of schedule and charter operations.
- 22.04 Where an Emergency Assignment continues beyond three (3) days the Term Assignment rate will be applied pursuant to clause 21.03.

Article 23.00 - Living Accommodation

- 23.01 Where a Member has been sent on an Emergency Assignment, Rotational Assignment, modified rotational assignment, or Term Assignment, the Company, through the office of the Vice President Maintenance and Engineering or his designate, will provide suitable accommodation, comparable to that provided by the Company to other Members.
- 23.02 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 bedrooms in the house.
- 23.03 The Company will be responsible for ensuring staff houses are kept in good repair and that each bedroom door is lockable.
- 23.04 When and where available, and if staff housing allocation allows, the Company shall separate night shift and day shift in staff houses.

Article 24.00 – On Call

24.01 It is recognized that there are operational circumstances where it is necessary and appropriate to designate a Member as being On Call.

24.02 Management shall assign On Call status to qualified Members, as required. Management is responsible for scheduling Members for On Call status and shall give Members as much notice as possible by establishing On Call schedules.

Where an unanticipated On Call status for an immediate need arises, Management will make every effort to solicit volunteers to be On Call.

24.03 Where volunteers are not available, Management may assign a Member to be On Call.

Where Management places a Member On Call for the immediate need and has been advised by the Member of expenditures incurred, 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.

24.04 Where Management places a Member on On Call status, he must be available to report to work or respond to telephone inquiries as assigned by the Manager. Management and the Member shall agree on the method of communication to be used (i.e. cell-phone, pager). A Member shall receive two (2) hours pay at straight time for each Day he is placed On Call. Should a Member be required to report to work he will be paid the On Call premium in addition to the minimum call in of three and one half (3 ½) hours pay or actual time worked, whichever is greater. On Call hours are not considered hours worked for the purposes of calculating eligibility for overtime.

Article 25.00 - Dispute Resolution Process

- 25.01 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.
- 25.02 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.
- 25.03 All grievances shall be settled finally, conclusively, and as expeditiously as possible by the procedures described in this Article.
- 25.04 Where there has been a grievance over the interpretation of the language, the settlement interpretation will apply to any future disputes over the interpretation of that language.
- 25.05 Scheduling: Whenever practicable, grievance hearings, including hearings held by conference calls, shall be scheduled during the designated Association representative’s normal hours of work. A Member, who so wishes, may accompany the Association representative when a grievance is being presented to the Company on their behalf. The Company will maintain the normal wages of the grievor, if in attendance, and one (1) Association representative who attend a grievance hearing during their normal hours of work. A Member 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 grievors.
- 25.06 Filing Time Limits: Where the GAFAE Executive elects to proceed with a grievance, the grievance shall be initiated by the GAFAE Grievance Administrator or the GAFAE President on behalf of any Member, group of Members or the GAFAE Executive committee. The grievance shall be filed within a period of thirty (30) Days after the grievor or the GAFAE Executive would reasonably have knowledge of the action or circumstance giving rise to the grievance.
- 25.07 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.
- 25.08
- a) Dispute Resolution Procedure: Prior to the filing of a grievance, a Member with a complaint must first attempt to obtain a satisfactory settlement with his immediate Supervisor. If unable to obtain a satisfactory settlement, the Member has the right to go to their immediate Manager to obtain a settlement. An Association representative may accompany the Member for such purpose. Should the matter not be resolved, a written grievance may be submitted within the time limits prescribed in clause 25.06.
 - 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.
 - 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.
 - 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.
 - iv) Where the Company has not conveyed a decision at Level 1 within the time limits prescribed in clause 25.08(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.
 - v) (v) Where the grievor does not submit their grievance to Level 2 within the time limits prescribed in clauses 25.08(c)(iii) and 25.08(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.
 - 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.
- 25.09
- 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 Human Resources of its intent to submit a grievance to arbitration.
 - ii) Where the Company has not conveyed a decision at Level 2 within the time limits prescribed in clause 25.08(d)(i), the Association may serve notice in writing to the Director of Human Resources 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.
 - iii) Where the Association does not submit a grievance to arbitration within the time limits prescribed in clauses 25.09(a)(i) and 25.09(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.
 - ii) Jurisdiction of Arbitrator: An arbitrator appointed pursuant to clause 25.09(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 Member(s) involved.
 - iii) Mediation Prior to Arbitration: Where the Company and Association agree, a grievance submitted to arbitration pursuant to clause 25.09 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.
 - 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) A Member subpoenaed by the Association or the Company to attend an arbitration hearing as a witness shall be released from duty. Said Member shall suffer no loss of pay as a result of being subpoenaed as a witness.
- 25.10 The time limits in this article may be extended by the mutual consent of the parties.
- 25.11 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 Canadian North Members.

Article 26.00 - Discipline

- 26.01 Where a Member is required to attend a meeting concerning a disciplinary matter, the Member is entitled to have a representative of the Association attend the meeting if they so choose. The Member 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 Member and the Association President or his Designate, unless the Member agrees to meet earlier. The notice shall state the purpose of the meeting and the nature of the incident in question. Management has thirty (30) Days from learning of the incident to notify the Member of the investigatory meeting.
- 26.02 Disciplinary measures, including verbal warnings, shall be given in writing to the Member and the Association President or his Designate, and shall contain the reasons for the discipline.
- 26.03
- a) Disciplinary letters shall be expunged from a Member'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.
 - b) Similarly, if the Member has a non-disciplinary coaching or performance related letter on file, this too shall be expunged from their file and destroyed after two (2) years have elapsed from the date the letter was issued, provided that no further non-disciplinary or disciplinary action has been recorded during this period.



Article 27.00 - Personnel File

- 27.01 There shall be one (1) official Member personnel file to be held by Human Resources at the Company's Head Office.
- 27.02 Upon a Member's written request, a Member will be provided with copies of any or all documents in their personnel file.
- 27.03 A Member must be provided with a copy of any disciplinary letter that is to be placed on the Member's personnel file.

Article 28.00 - Seniority

28.01 Each Member covered by this Agreement will hold two (2) seniority dates.

- a) Company Seniority: Seniority which begins to accrue from the date the Member begins a permanent Position within the Company.
- b) Maintenance Bargaining Unit Seniority (MBU) Seniority: Seniority which begins to accrue from the date the Member commences work in one of the Positions covered by Bargaining Unit Certificate 11514. MBU seniority will be maintained, but not accrue, should the Member move into a Position covered by the MSBU.
- c) Maintenance Supervisor Bargaining Unit (MSBU) Seniority: Seniority which begins to accrue from the date the Member commences work in one of the Positions covered by Bargaining Unit Certificate 7521. MSBU seniority will be maintained, but not accrue, should the Member move into a Position covered by the MBU.
- d) GAFAE Bargaining Unit (GBU) Seniority: Seniority which begins to accrue from the date the Member commences work within either the Maintenance Bargaining Unit or the Maintenance Supervisor Bargaining Unit. For further clarification, if a Member has two (2) years seniority in the MBU and three (3) years seniority in the MSBU, then their GBU seniority will be five (5) years.

28.02 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 Member as of the first day of the preceding month. The list will contain the following information:

- Name
- Home Base
- Section
- Job Title

Members 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 superseded by a subsequent list.

28.03 Transfers to a non-GAFAE position

- a) When a Member accepts a non-GBU position within Canadian North, the Member will maintain GBU Seniority as well as any MBU or MSBU Seniority in the Position that the member most recently held, provided the Member returns to the GBU within twelve (12) months.
- b) If, prior to the acceptance of the non-GBU Position, the Member was maintaining seniority in another bargaining unit (either MBU or MSBU), then the member shall continue to maintain this seniority during the twelve (12) month period.
- c) If the Member subsequently transfers from a non-GBU position back to a GBU position within twelve (12) month period as in (a) and (b) above, the Member acknowledges that he will pay GAFAE dues for the period of employment in the non-GBU position. Such payment will be made via payroll deduction on the first two (2) pays after said return.
- d) The Member acknowledges that payment of dues is for the purpose of maintaining seniority and does not entitle them to the terms and conditions of this agreement while in a non-GBU position.

28.04 Transfers between GAFAE Bargaining Units



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

28.05 Where two (2) or more Members 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

28.06 Loss of Seniority

- a) A Member, 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) A Member 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 Members who are supporting aircraft under clause 41.02.



Article 29.00 - Layoff, Bumping and Recall

29.01

- 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) When the Company determines that there is to be a reduction of staff at a Base, all members in the impacted group at the base will be notified and the Company will seek volunteers prior to issuing involuntary layoffs.

Notwithstanding the preceding, for staff reductions of less than thirty (30) days, the Company may reassign employees to an equivalent position as required.

- d) Voluntary Lay-off
 - i) 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 Canadian North seniority with one point for each year of age and one point for each year of Canadian North 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 they pays their 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
- e) GAFAE may bring forward names of other Members who would be willing to accept a lay-off out of seniority. It is the 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 29.01 (c) or 29.17. The Company retains the final right to determine the viability of such a lay-off.



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29.02 Notification to GAFAE

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

29.03 Layoff Notice

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

29.04 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, they shall be offered that vacancy, providing the Member is qualified and there are no qualified Members with higher seniority and recall rights who have accepted the Position, in accordance with article 29.09. A Member accepting the vacancy shall have their move paid in accordance with the provisions of article 39.00 (relocation allowances), as applicable. If the Member refuses the vacancy and does not want to relocate, then the Member may exercise their bumping rights pursuant to clause 29.05(a), (b), and is subject to the provisions of clause 29.09.

29.05 Bumping Rights

- a) Where a Member has received a layoff notice and decides to bump, they must bump the Member with the least seniority in a Position within the bumping Members Section at any Home Base, provided that they have 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 5 for the hierarchy list.
- b) A Member may bump between Sections, provided that they have either Canadian North history in the applicable Job Title and Section, or non Canadian North 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 their bumping rights must do so in writing to Management within ten (10) Days of the date of the layoff notice. If the Member's bumping rights are not exercised they forfeit 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) Members affected by an initial notice of layoff. For further clarification, if Member "A" receives a layoff notice, they may bump Member "B", who may in turn bump Member "C". Member "C" is laid off and may not bump.

29.06 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 they were laid-off, they will be placed at the appropriate level on the new scale with credit given as follows:



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i) If the Member has previous Canadian North 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. They 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 Member has previous non Canadian North experience in the new Job Title, then the calculation will be:

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

Example:

A Level 3 ACA, who started with Canadian North in that Position, bumps into the Technician scale. Prior to coming to Canadian North, they had five (5) years experience as a Technician. They would be placed at Level 6 (3 + 50% of 5 years service, rounded up) of the Technician pay scale, and must complete 12 months before advancing to Level 7.

iii) If the Member 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. They had no previous experience as a Stores Agent. They 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 their limited experience.

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

29.08 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 a Member bumping to another Home Base.

29.09 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 their 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-



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off, seniority will be the only guiding factor in 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.

29.10 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 their 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 Member 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 they will not be reachable at the address or phone number provided to the Company pursuant to clause 29.10 (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 they are not reachable at their 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 29.10 (b), and where the Company attempts to contact the Member for the purposes of a recall and is unsuccessful, the provisions of clause 29.10 (a) shall apply.

29.11 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.

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

29.13 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.
- 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.



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- 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.

29.14 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 they pay their portion of the benefits. A laid off Member must contact payroll to set up payment of their portion of the benefits.
- b) A laid off Member must advise the Company if they secure employment elsewhere. Benefits with the Company will cease, but the Member will remain on the recall list pursuant to clause 29.09 (c).

29.15 Job Postings outside the GAFAE Bargaining Unit

- a) Laid off Members are eligible to apply for other positions within the Company while on the recall list. It is the responsibility of Members 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, they are no longer entitled to the severance payment. However they will not lose their severance credits.

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

29.17 Severance

- a) When a Member is permanently laid off, they shall be paid their severance immediately.
- b) When a Member is laid off on a temporary basis, they 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.
- 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 Member, to a maximum of fifty-two (52) weeks.
- d) If a Member returns to the Company after receiving their severance pay, their severance pay credits will begin accumulating anew from their date of return.



Article 30.00 - Filling of Vacancies

- 30.01 Notices to fill vacancies in the GAFAE Bargaining Unit shall be posted internally and externally at the same time for a period of seven (7) days.
- 30.02 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. Where the same Position becomes vacant within fifteen (15) days of it being filled, the Company reserves the right to forego re-posting and may make a hiring selection from the applications obtained in the original staffing competition as in article 30.01. The Company shall have sixty (60) days from the closing date of the posting of the Position in which to exercise the provision of this clause.
- 30.03 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.
- 30.04 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 their probationary period in the Section, they shall have priority over non-GAFAE candidates.



Article 31.00 - Health and Safety

- 31.01 The Company and the Association agree to promote safe and healthy working conditions and procedures, and to encourage Members 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 Canadian North. 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 Members as stated in the Canada Labour Code Part 2. Ultimately, the parties agree that health and safety in the workplace is everyone's responsibility
- 31.02
- a) Accommodation: The Company, the Association, and Members, recognize the benefits of reintegrating and accommodating injured or disabled Members back into the workplace as soon as possible. All parties will work cooperatively to achieve this goal.
 - b) Salary Protection for Accommodated Members: Where a Member is accommodated into a position that has a lower pay scale than the Position they occupied immediately prior to the accommodation, the Member will maintain their former higher pay scale for up to one year (365 days) from the date the accommodation begins.
- 31.03 The Association recognizes and endorses the Canadian North Human Resource Manual respecting health and safety.
- 31.04
- a) A GAFAE member has the right to refuse to do a task if the member has reasonable cause to believe that:
 - i) Doing the work is a danger to themselves;
 - ii) Using or operating a machine or thing at work presents a danger to themselves or a coworker; or,
 - iii) The performance of an activity constitutes a danger to the GAFAE Member or another person.
 - b) Provided that the GAFAE Member immediately notifies their supervisor/manager on duty of their concerns above in order to give the supervisor/manager the ability to rectify the situation, they 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.
- 31.05 GAFAE Members shall not operate or be required to operate:
- a) Forklifts
 - b) Elevated Work Platforms
 - c) Man-Lifts
 - d) Fall Arrest Systems, or



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- e) other machinery for which the Company has a prescribed training program.
unless they have received and are current in Company-approved training on this machinery.



Article 32.00 - Supervisors

- 32.01 Disciplinary Authority: Supervisors have the authority and responsibility for ensuring that Company policies and procedures are adhered to. Supervisors have the authority to issue emergency suspensions, however shall not be directly involved in the non-emergency discipline of a GAFAE Bargaining Unit Member.
- 32.02 The Company retains the right to select and appoint Acting Supervisors, and the decision of whether or not to do so shall be made at the sole discretion of Management. Refer to Article 41.00 for further terms and conditions.

Article 33.00 - Training

- 33.01 All training opportunities within the Company can be viewed by Members via the LMS (Learning Management System).
- 33.02 For Company approved training, Management may select GAFAE Members to train other Members 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, the Member 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.
- 33.03 A GAFAE Member may request training from their Manager, however Management maintains the discretion to approve Members for training.
- 33.04 The provisions of article 21.00 (Term Assignment) and article 22.00 (Emergency Assignment) are not applicable to Members sent on training.
- 33.05 Members who attend a training session of any duration shall receive a minimum of three and a half (3.5) hours pay for the Day the training session is held. If the training is held on a normally scheduled work Day, the Member shall be expected to work their normal hours, inclusive of the time spent in training.
- 33.06 Members sent on Initial Aircraft Endorsement courses will not be paid less than their regularly scheduled hours.
- 33.07 In complement to Article 33.06, the following conditions will apply to Members on Rotational Assignment and who have been sent on an Initial Aircraft Endorsement course.
- a) During the "time in" portion of the Rotational Assignment schedule, the Member will receive pay as per Appendix A, Attachment 1A. This will include any Statutory Holiday pay normally due him during his rotation.

As Members on Rotational Assignment are guaranteed a minimum of eleven and a half (11.5) hours per day during their "time in" portion of the Rotational Assignment (Article 19.04c), if their hours worked do not meet that minimum, they will be compensated by a daily guarantee credit.

Example: If the Rotational Member attends training for eight (8) hours, they will be paid eight (8) hours of pay for the actual hours worked. They will also receive pay for the additional three and a half (3.5) hours as a daily guarantee credit.



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- b) During the “time out” portion of the Member’s rotation, the Member will receive pay at straight time until they have worked two hundred and forty (240) hours (for a Member working a six (6) week cycle; for those on different cycles, the applicable regular number of hours will apply) for the period of his complete rotation. Any further hours worked will then be paid at time and a half.

Example: If the Member works two hundred (200) hours during the “time in” portion of their rotation, and then attends training for sixty (60) hours during the “time out” portion of their rotation, the Member will be paid their regular rotation pay, plus forty (40) hours at straight time, plus twenty (20) hours at time and a half.

- 33.08 Members shall be responsible for prompt submission of any required paperwork resulting from training, provided that the Company has provided sufficient time for the Member to complete the training and has provided the Member with access to the proper material and/or equipment to complete the training.



Article 34.00 - Uniforms

- 34.01 Members 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 Members. The initial allotment shall consist of the necessary uniform pieces required to outfit a Member for a period of two (2) years. After the two (2) years has expired, the Member 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.
- 34.02 For Members based North of 60 where Arctic clothing is required, the Company shall provide an initial allotment of one (1) parka in accordance with the Winter Clothing Program at no cost to the designated Members. The initial allotment shall consist of one (1) parka for a period of two (2) years. After two (2) years has expired, should the Member want a replacement parka, the Member shall reimburse the Company through payroll deduction on a fifty/fifty (50/50) cost share basis for the replacement cost.
- 34.03 At the discretion of Management, a Member who does not qualify for a uniform allotment may be provided with a uniform item or items, pursuant to the terms of the Canadian North "Approved Company Uniform Standards Manual". Payment for such items may be made through a payroll deduction when applicable.
- 34.04 A Member whose job functions require them to work full time in a safety toe area as defined in the Canada Labour Code shall be provided with a yearly allowance to contribute to the purchase of safety footwear as follows:
- Effective December 1, 2021 = \$200.00
- Members who are required to work intermittently in a safety toe area shall be provided with a yearly allowance equal to 50% of the values above.
- 34.05 Uniform pieces shall be replaced by the Company at the end of their useful life in accordance with the terms of the Canadian North "Approved Company Uniform Standards Manual".
- 34.06 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 Member.
- 34.07 The Company shall provide clothes washing facilities for uniformed Members at each Home Base, unless already provided in staff housing.
- 34.08 In special circumstances and at Management's discretion a non-uniformed Member may be reimbursed for dry cleaning costs associated with an item of clothing that was soiled at work in the performance of their duties, and where dry cleaning is the only effective method of cleaning the item.



Article 35.00 - Company Clothing

35.01 All GAFAE Members will be able to purchase Canadian North promotional clothing at Company cost rate. This provision does not apply to those items which are part of a Company Uniform.



Article 36.00 - Mergers and Buy-outs

- 36.01 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.
- 36.02 If Canadian North buys out or merges with a non-unionized company, merged non-unionized Members 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.



Article 37.00 - Precedence of Collective Agreement

- 37.01 The terms of this Agreement will prevail over the terms of the Canadian North “Human Resources Policy Manual” where they are at variance.
- 37.02 Any policy or directive issued by Management will not contravene the provisions of this Agreement.



Article 38.00 - Meal Allowance

38.01

- a) Meal Allowances for individual meals are as indicated in the schedule below, along with the per diem amount for meals as represented by the “daily total” amount. These amounts are in Canadian dollars and no receipts shall be required.

MEAL ALLOWANCES	NORTH OF 60 DEGREES, EXCEPT YELLOWKNIFE	YELLOWKNIFE	ALL OTHER LOCATIONS
BREAKFAST	\$15.00	\$15.00	\$11.00
LUNCH	\$18.00	\$18.00	\$15.00
DINNER	\$33.00	\$28.00	\$23.00
SNACK	\$11.00	\$10.00	\$8.00
DAILY TOTAL	\$77.00	\$71.00	\$57.00

- b) Notwithstanding overnight travel, Members may be eligible for individual meal allowance amounts in accordance with the schedule in 38.01(a).
- c) On the Day of departure from home on business, the Member shall be entitled to the daily total noted in 38.01(a) above, based on the point of arrival on that Day. On the Day the Member returns home, the Member shall be entitled to fifty (50) percent of the daily total noted in 38.01(a) above, based on the point and time of arrival on that Day.
- d) With the exception of Members assigned to staff housing where food is supplied, Members away from home on business, and requiring an overnight stay, shall be entitled to meal per diem in accordance with the daily total noted in 38.01(a) above.
- e) Where Members are assigned to staff housing where food is supplied, if a meal is missed while traveling on business, the Member shall be entitled to the applicable amount for the missed meal, as per 38.01(a). For the purpose of this clause the times are as follows 00:01 to 11:00 = Breakfast, 11:01 to 16:00 = Lunch, 16:01 to 24:00 = Dinner
- f) Where a Member is assigned to staff housing where food is supplied and the Member is asked to travel on business away from the base where the staff housing is located, they shall be eligible for the allowances in article 38.01(c) and (d), as long as they are not assigned to other staff accommodation where all meals are provided. This shall apply from the Day the Member departs until the Day their travel assignment ends.
- 38.02 All claims for meal allowances shall be submitted, either electronically via a Company approved expense claim program, or in writing, on a properly approved expense claim form, to the Member’s Manager.
- 38.03 When out of Canada, the above allowances shall apply in U.S. dollars.



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- 38.04 Where a Member is traveling outside North America, their meal allowance will be equal to the Meal Allowance of other Company Members on the same travel assignment.
- 38.05 The Company will make reasonable effort to provide Members with their Meal Allowance in advance. The Member will ensure that properly completed expense claim forms are submitted within fourteen (14) Days of return to work at their Home Base.
- 38.06 Where authorized by Management, meal expenses in excess of the published allowance may be approved from time to time where the Member 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.
- 38.07 Should meal allowances in the Human Resource Manual increase, GAFAE Members will be entitled to these increased amounts.
- 39.08 Where a Member 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 38.01, 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 39.00 - Relocation Allowances

- 39.01 Members who are requested to move by the Company, including moves following bidding, or moves to avoid lay-offs as detailed in the clause 29.03, shall be entitled to the following:
- **Time-off** – Members shall be allowed a period of up to ten (10) calendar Days with no loss of scheduled pay between the time they are relieved of their duties and the time they are required to report at the new location.
 - **Transportation** – Members, their spouse and dependent children shall be allowed free, confirmed passes to the new location plus one (1) space available pass for the Member and spouse to conduct a house hunting trip.
 - **Living expenses** – Members 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** – Canadian North 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.
- 39.02 Where a Member requests to move, the Company is not obligated to pay for any costs associated with such a move.
- 39.03 The provisions of this article are not applicable where a Kanata Member accepts a Position in Ottawa or an Ottawa Member accepts a Position in Kanata.

Article 40.00 - General Provisions

40.01 Company Travel

Where a Member is traveling by air on Company business, the shift start time will be one (1) hour prior to scheduled departure time. Where the Member is traveling internationally, the shift start time shall be two (2) hours prior to their scheduled departure time. This does not apply to any other means of travel. However, where other means of transportation (i.e. rail) imposes security and/or pre-arrival requirements, the Member's shift start time shall be from the check in deadline.

40.02 Travelling as Crew

Where a Member is travelling as crew supporting an aircraft, the Member will be considered to be part of the flight crew and accommodation shall be supported accordingly.

40.03 Flight Bumping

Where a Member 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 Member must make every reasonable effort to reschedule themselves on the next available flight regardless of carrier.

40.04 Change in Assignment

Where a same Day assignment becomes an overnight stay the terms of Article 21 apply. Clarification for what constitutes an overnight stay for those Members who regularly work a night shift can be found in article 22.02.

40.05 Expense Claims

Expense reports shall be submitted by Members, either electronically via the Company approved expense claim program or on a properly approved expense claim form. Should the Company deny an item for which a Member has submitted a claim, the Company shall notify the Member in writing. The Company may only withhold payment for disputed items until such time as the dispute is resolved.

40.06 Where a Member requires a passport in the course of his duties, the Company shall reimburse him for the standard cost (ie: application fee and photograph cost only) of an initial passport or renewal of a passport, upon submission of valid receipts. No additional costs or expenses will be paid. The Company shall deem whether the passport is a requirement.

40.07 Where the Member is entitled to funds associated with a shift or schedule change (as in Article 18.10, a Term Assignment (as in Article 21.05), an Emergency Assignment (as in Article 22.02), training (as in Article 33.02), and boot allowance (as in Article 34.04), the Company shall be responsible to see that such funds are paid to the Member within two pay periods from the date of the event.

40.08 Repayment of monies owed to the Company, Methods, and Notifications to the Member prior to commencing payroll deduction, Payroll will notify the Member in writing with a copy to GAFAE.



Article 41.00 - Acting Assignments

- 41.01 Where a Member has been appointed to a higher classified Position, for a minimum of one Day, the Member shall be paid at the level in the acting pay range closest to but no lower than their current pay level or four percent (4%) more than their current salary, whichever is greater.
- 41.02 A Member 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 a Member's acting Job Title continues beyond twelve months and is not supporting aircraft on contract or being utilized to replace maternity/parental leave or long-term disability, the Member's acting Job Title will be deemed permanent.



Article 42.00 - Pay Levels

- 42.01 After 12 months at a Level, Members 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 Member moving to the next Level. Members shall also be entitled to the pay increases on the dates specified in the columns.
- 42.02 For integration purposes of bringing Members 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 Member has been at the new Level for a period of 12 months, he shall be move to the next Level.
- 42.03 Where a Member is moving to a higher classified Job Title within a Section, the Member 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 5 for reference.
- 42.04 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.
- 42.05 All Members in the same Position with at least equivalent experience to a new hire hired from external from Canadian North, who are employed at a lower level than the new hire, shall be raised to the same level as the new Member is being placed.
- 42.06 The Company retains the right to determine the number of Members that it requires in each of the Job Titles.



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Level	Qualifications	March 23, 2021	March 23, 2022
1			
2	12 months level 1	\$15.91	\$16.41
3	12 months level 2	\$16.57	\$17.07
4	12 months level 3	\$16.97	\$17.47
5	12 months level 4	\$17.47	\$17.97
6	12 months level 5	\$17.95	\$18.45
7	12 months level 6	\$18.64	\$19.14
8	12 months level 7	\$19.19	\$19.69
9	12 months level 8	\$19.75	\$20.25

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$16.29	\$16.79
2	12 months level 1	\$16.76	\$17.26
3	12 months level 2	\$17.32	\$17.82
4	12 months level 3	\$17.95	\$18.45
5	12 months level 4	\$18.61	\$19.11
6	12 months level 5	\$19.27	\$19.77
7	12 months level 6	\$19.94	\$20.44
8	12 months level 7	\$20.62	\$21.12
9	12 months level 8	\$21.28	\$21.78
10	12 months level 9	\$21.99	\$22.49

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$17.88	\$18.38
2	12 months level 1	\$19.76	\$20.26
3	12 months level 2	\$22.38	\$22.88
4	12 months level 3	\$23.27	\$23.77

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$17.89	\$18.39
2	12 months level 1	\$18.81	\$19.31
3	12 months level 2	\$19.95	\$20.45
4	12 months level 3	\$20.51	\$21.01
5	12 months level 4	\$21.16	\$21.66
6	12 months level 5	\$21.96	\$22.46
7	12 months level 6	\$22.53	\$23.03
8	12 months level 7	\$23.18	\$23.68
9	12 months level 8	\$24.07	\$24.57



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Level	Qualifications	March 23, 2021	March 23, 2022
1		\$21.64	\$22.14
2	12 months level 1	\$22.44	\$22.94
3	12 months level 2	\$23.35	\$23.85
4	12 months level 3	\$24.14	\$24.64
5	12 months level 4	\$25.03	\$25.53
6	12 months level 5	\$25.81	\$26.31
7	12 months level 6	\$26.83	\$27.33

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$20.37	\$20.87
2	12 months level 1 Plus level 1 exam or College Diploma	\$22.51	\$23.01
3	12 months level 2 Plus level 2 exam	\$25.52	\$26.02
4	12 months level 3 Plus level 3 exam	\$26.52	\$27.02
5	12 months level 4 Plus level 4 exam	\$27.69	\$28.19
6	12 months level 5	\$28.77	\$29.27
7	12 months level 6	\$29.58	\$30.08
8	12 months level 7	\$30.79	\$31.29
9	12 months level 8	\$31.95	\$32.45
10	12 months level 9* **	\$33.26	\$33.76
11	12 months level 10	\$34.58	\$35.08
12	12 months level 11	\$35.60	\$36.10

When posting for this Job Title only (Table 6), the Company may designate whether it is seeking an Apprentice (Levels 1-4) or a qualified Technician (Levels 5-12).

* Only Members who hold a valid AME license shall progress through Levels 10 - 12.

** Members in Levels 10-12 at 01JAN2017 who do not hold an AME license shall be grandfathered in at their current Level and shall not be financially disadvantaged.



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Level	Qualifications	March 23, 2021	March 23, 2022
1		\$26.26	\$26.76
2	12 months level 1	\$27.33	\$27.83
3	12 months level 2	\$28.16	\$28.66
4	12 months level 3	\$29.04	\$29.54
5	12 months level 4	\$29.94	\$30.44
6	12 months level 5	\$30.94	\$31.44
7	12 months level 6	\$31.85	\$32.35
8	12 months level 7	\$32.76	\$33.26
9	12 months level 8	\$33.62	\$34.12
10	12 months level 9	\$34.48	\$34.98
11	12 months level 10	\$35.16	\$35.66

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$27.29	\$27.79
2	12 months level 1	\$28.24	\$28.74
3	12 months level 2	\$29.15	\$29.65
4	12 months level 3	\$30.33	\$30.83
5	12 months level 4	\$31.49	\$31.99
6	12 months level 5	\$32.43	\$32.93
7	12 months level 6	\$33.36	\$33.86
8	12 months level 7	\$34.09	\$34.59
9	12 months level 8	\$34.50	\$35.00

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$28.24	\$28.74
2	12 months level 1	\$29.42	\$29.92
3	12 months level 2	\$30.23	\$30.73
4	12 months level 3	\$31.28	\$31.78
5	12 months level 4	\$32.13	\$32.63
6	12 months level 5	\$33.15	\$33.65
7	12 months level 6	\$34.13	\$34.63
8	12 months level 7	\$35.19	\$35.69
9	12 months level 8	\$36.39	\$36.89
10	12 months level 9	\$37.99	\$38.49
11	12 months level 10	\$39.50	\$40.00

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$32.20	\$32.70
2	12 months level 1	\$33.54	\$34.04
3	12 months level 2	\$34.48	\$34.98
4	12 months level 3	\$35.68	\$36.18



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5	12 months level 4	\$36.64	\$37.14
6	12 months level 5	\$37.82	\$38.32
7	12 months level 6	\$38.95	\$39.45
8	12 months level 7	\$40.12	\$40.62
9	12 months level 8	\$41.71	\$42.21
10	12 months level 9	\$43.35	\$43.85
11	12 months level 10	\$45.06	\$45.56

Table 11

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$37.45	\$37.95
2	12 months level 1	\$38.52	\$39.02
3	12 months level 2	\$39.74	\$40.24
4	12 months level 3	\$41.21	\$41.71
5	12 months level 4	\$43.08	\$43.58
6	12 months level 5	\$44.96	\$45.46
7	12 months level 6	\$46.31	\$46.81
8	12 months level 7	\$48.15	\$48.65

Table 12

Level	Qualifications	March 23, 2021	March 23, 2022
1		\$45.26	\$45.76
2	12 months level 1	\$45.91	\$46.41
3	12 months level 2	\$46.91	\$47.41
4	12 months level 3	\$47.90	\$48.40
5	12 months level 4	\$48.65	\$49.15
6	12 months level 5	\$49.38	\$49.88
7	12 months level 6	\$50.37	\$50.87
8	12 months level 7	\$51.34	\$51.84

Additional Notes on Pay Rates

Members in the Interior Aircraft Technician, Interior Aircraft Supervisor, and Grooming Supervisor Job Title who have Shop Certification Authority (SCA) will be paid an additional five percent (5%) on their hourly wage rate.

Members in the Building Maintenance Technician Level 2 and Building Maintenance Supervisor Job Title who hold a valid license in one of the following Trades; Carpenter, Electrician, Plumber, or for Construction, shall be paid an additional five percent (5%) on their hourly wage rate.

Members in the Aircraft Technician Job Title who hold a valid AME license shall be placed no lower than Level 5 of the appropriate pay table and be paid an additional five percent (5%) on their hourly wage rate.

Members who have Transport Canada accepted Delegate privileges will be paid an additional five percent (5%) on their hourly wage rate.



Article 43.00 - Group R.R.S.P Plan

- 43.01 GAFAE Members will be entitled to participate in the Company-wide Retirement Plan. The Company will establish policies and rules concerning the retirement plan.
- 43.02 The Company will contribute 2% for Members. Member contributions are optional. Should the Member elect to contribute to the Plan, the Company will match the Member's contribution at 50% to a maximum of 3% additional contributions
- 43.03 The contribution paid by the Company shall be based upon the Member's earned base pay (ie: excluding monies received for overtime, STD, LTD, Northern Living Allowance, etc.). The Member may make additional contributions through payroll deductions. The Member may contribute a percentage amount per pay cheque, a set dollar amount per pay cheque or make lump sum contributions. Any amount the Member chooses to contribute shall not affect the amount of the Company's contribution.

The Company shall make the Company's payment on each Member's pay.

- 43.05 The Company will establish policies and rules concerning the retirement plan, and will outline these in the Human Resources Policy Manual.
- 43.06 A Member who has been laid-off would be paid the Company retirement plan contribution up to the effective date of the lay-off. If the Member is subsequently recalled as per Article 29.00, his participation in the retirement plan shall commence at the Company contribution level that he had achieved prior to lay-off, as though his employment has not been interrupted.

Article 44.00 – Association Business

- 44.01 The Association will notify Human Resources of the names of its elected or appointed representatives.
- 44.02 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.
- 44.03 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.
- 44.04 For time spent conducting Association business, the affected representative shall continue to be paid their regularly scheduled hours. Once the allotment specified in 44.03 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.
- 44.05 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 44.03, nor charge to Association as per article 44.04:
- Discipline hearings
 - GAFAE/Management meetings
 - Management initiated discussions/meetings
 - Grievance hearings
 - Company health and safety meetings
- 44.06 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 44.05, 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 45.00 – Students/Interns

- 45.01 GAFAE and Canadian North agree to the hiring of students and/or interns into development positions and for specific projects with a limited time span. These may be full time or part time.
- 45.02 Engagement of students and/or interns will not displace full time permanent Members or delay the filling of a permanent vacancy.
- 45.03 Students and/or interns will be hired for a term not exceeding twelve (12) months.



Article 46.00 – Contract Workers

46.01

- a) GAFAE and Canadian North recognize that Canadian North'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 Member for the duration of the reassignment or to cover for STD, LTD or WCB/WSIB.



Article 47.00 – Northern Living Allowance

47.01:

NLA		
Location	FT annual amount	PT hourly amount
Northern Stations	\$ 13, 500	6.49
YFB	\$ 11,500	5.52
YEV/YVQ	\$ 10,500	5.04
YZF/YHY	\$ 7,200	3.46

- 1) for Permanent Northern Residents in a rotational position with staff housing, they will receive 50% of the above applicable NLA: Members would still be eligible for rotational travel tickets.
- 2) All Members who opt out of staff housing and provide their own accommodation would receive 50% of the above applicable NLA: Member would still be eligible for rotational travel tickets.
- 3) All members who opt out of staff housing and provide their own accommodation and opt out of rotational travel ticket: Member would receive 100%.

47.02 For the purposes of this article, "North" is defined as being locations which are north of 60 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, their 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 Members 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 Member 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 Vice President Maintenance and Engineering or his designate has discretion to bypass the Member and Draft the next Member down the Draft List.
- c) Where a Member has been Drafted with less than fourteen (14) Days but more than twenty-four (24) hours' notice of a modified rotational assignment, the Member 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 Member moves to the bottom of the Draft list.
- e) Where a suitable volunteer has been found, that Member 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 Members 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 Member 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



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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 Vice President Maintenance and Engineering or his designate has discretion to bypass the Member and Draft the next Member down the Draft list.

- c) If fourteen (14) Days or less notice is provided for the purpose of Drafting a Member to a Term Assignment, the Member may elect to restrict the duration of that Term Assignment to not exceed fourteen (14) Days in duration. The Member must inform Management of this intent at the time of Drafting.
- d) Once Drafted for a Term Assignment, the Member moves to the bottom of the Draft list.
- e) Where a suitable volunteer has been found, that Member shall be moved to the bottom of the Draft list.

48.03 Overtime

- a) As per Article 20.03, 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 a Member is Drafted, the Company will compensate the Member, upon provision of receipt(s), for any monetary loss that they have suffered as a result of being Drafted provided the Member cannot obtain a refund or exchange for the expense incurred. In this case, or other extenuating circumstances, the Manager has discretion to bypass the Member and Draft the next Member down the Draft list.
- c) Once Drafted for overtime, the Member 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 22.01, 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 Member and Draft the next Member down the Draft list.
- c) Once Drafted for an Emergency Assignment, the Member moves to the bottom of the Draft list.
- d) Where a suitable volunteer has been found, that Member shall be moved to the bottom of the Draft list.



Article 49 General

- 49.01 When a formal investigation under the Respect at Work Policy pertaining to a Member is required, the matter will be jointly investigated by GAFAE and the Company. A report of the investigation will be provided to the Senior Director of Human Resources and the President of GAFAE.
- 49.02 The Company may designate certain positions that are required to have basic CPR and/or Canadian North Training. In addition, the Company may offer basic CPR and/or First Aid Training on a volunteer basis. The number of individuals to receive the training will be based on operational requirements a determined by the Company.



Article 50.00 – Duration

50.01 The parties agree that the term of the new collective agreement shall be for two (2) years from March 23rd, 2021 to March 23rd, 2023.

50.02 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 March 23rd, 2021.

50.03 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 within the period of four (4) months immediately preceding the date of expiration of the term of the collective agreement. In the event that such notice is given, the collective agreement will remain in full force and effect until the requirements of Section 89 (1) (a) to (d) of the Canada Labour Code have been met.

IN WITNESS WHEREOF the parties hereto have signed this collective agreement on the ____19th_ day of February 2021.

Signed on February 19, 2021


For the Company





J. Cleroux




For the Union









Appendix A – Attachments and Memorandums of Agreements

Attachment 1a - Pay Model – Rotational Assignment

Members 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 / 3 wks out	22	20	42	8.69 (365/42 days)
4 wks in / 4 wks out	29	27	56	6.52 (365/56 days)
4 wks in / 2 wks out	29	13	42	8.69 (365/42 days)

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 (6wks x 40hrs) / 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.



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:

Rotation Cycle Duration Days worked Days out Total Days
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 x 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 x 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 and a half 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.



Appendix A – Attachments and Memorandums of Agreements

Attachment 2 – Retention Bonus for Permanent Residents in Specified Locations

**Memorandum of Agreement Between
Bradley Air Services/Canadian North (Company)
And the
Group Association of Canadian North Members
Maintenance and Maintenance Supervisors Bargaining Unit**

Re: Retention Bonus for Permanent Residents in Specified Locations

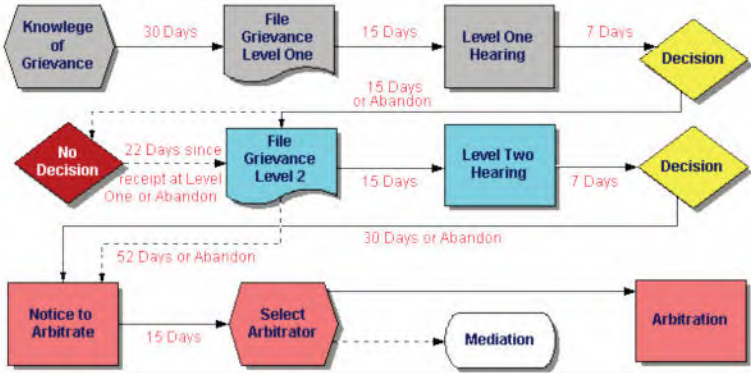
The parties agree that subject to the following terms and conditions, there shall be a Retention Bonus provided to GAFAE Bargaining Unit Members who permanently reside in specified select northern locations as detailed in (1) below.

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, Members must:
 - i) be a permanent resident of a location north of 60 degrees and;
 - ii) be assigned to work on a full-time basis through all or part of the previous year's months, up to and including on the date of payment, north of 60 degrees, and;
 - iii) be an Employee of Canadian North on the date of payment.
3. This Memorandum shall expire on November 30, 2022, notwithstanding that the final Retention Bonus shall be paid in February 2023, recognizing service up to and including November 30, 2022. I.e. Payments will be made to eligible Members:
 - Second payday in February 2022 (for Jan 01, 2021 to Dec 31, 2021 period)
 - Second payday in February 2023 (for Jan 01, 2022 to Dec 31, 2022 period)
4. The payment for the period of time from December 3, 2020 to December 31, 2020 shall be within two months of ratification.
5. This agreement is without precedent or prejudice to any position that the Company may take in the future.

Appendix A – Attachments and Memorandums of Agreements

Attachment 3 – Dispute Resolution Timeline

Dispute Resolution Timeline Illustration



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

Appendix A – Attachments and Memorandums of Agreements

Attachment 4 – Sections

1 Aircraft Comprising those employees primarily engaged in the performance of aircraft maintenance in accordance with Canadian Aviation Regulations and Company standards. Aircraft maintenance is the overhaul, repair, inspection or modification of an aircraft or aircraft component.	11 Facilities Comprises those employees primarily engaged in general facilities maintenance.
2 Avionics 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	12 Engineering Comprising those employees primarily engaged in Airworthiness Engineering Organization (AEO) activities, in-service engineering support, and continuing airworthiness activities. The AEO activities include structures, mechanical systems, avionics and electrical specialties leading to issuance of Supplementary Type Certificate (STC), Serialized Supplementary Type Certificate (sSTC), Repair Design Certificate, or minor modifications.
3 Powerplant Comprising those employees primarily engaged in the monitoring of engine health and the planning of powerplant heavy maintenance and repairs.	13 Planning & Maintenance Programs Comprising those employees primarily engaged in aircraft maintenance planning and maintenance programs.
4 Maintenance Control Centre (MCC) Comprising those employees primarily engaged in the operations of the Maintenance Control Centre.	14 Reliability Comprising those employees primarily engaged in aircraft reliability performance monitoring.
5 Structures Comprising those employees primarily engaged in the overhaul, repair, installation, modification, reconfiguration, painting and fabrication of aircraft structural components and parts.	15 Non Destructive Testing (NDT) Comprising those employees primarily engaged in non-destructive testing of structures, systems, components, parts and materials by radiography, ultrasonic and eddy current testing.
6 Structures (Interior Aircraft) Comprising those employees primarily engaged in the overhaul, repair, installation, modification, reconfiguration, painting and fabrication of aircraft seats and aircraft interior parts.	16 Quality Assurance (QA) Comprising those employees primarily engaged in the systematic monitoring and evaluation of the various aspects of maintenance to ensure that Company Policies and Canadian Aviation Regulations are being complied with. This section includes related Quality Assurance support functions such as Technical Records and Main
7 Stores 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.	17 Training Comprising those employees primarily engaged in training activities for maintenance and engineering.
8 Stores (Tooling Control) Comprises those employees who primarily perform tooling control / calibration functions in support of Stores.	18 Ramp Comprising those employees primarily engaged in performing ground handling relative to the aircraft.
9 Stores (Material Control) Comprises those employees who primarily perform information processing functions in support of Stores.	19 Grooming Comprising those employees primarily engaged in maintaining cleanliness and cosmetic serviceability of the interior of the aircraft.
10 Ground Support Equipment (GSE) Comprising those employees primarily engaged in the maintenance, repair and overhaul of ground support equipment.	

Appendix A – Attachments and Memorandums of Agreements

Attachment 5 – Job Title Hierarchy List

Job Title Hierarchy List

1. The Job Titles are listed within each Section in order of highest classification to lowest classification
2. The Company retains the right to determine the number of Members that it requires in each of the Job Titles below, per Article 43.06
3. Those Job Titles within the MSBU are shaded with grey. All other Job Titles are within the MBU.

SECTION	JOB TITLES	TABLE
1. AIRCRAFT	Maintenance Supervisor / Coordinator	12
	ACA	10
	Technician	6
	Clerk ^a	1, 2, 4, or 5
2. AVIONICS	Maintenance Supervisor / Coordinator	12
	ACA	10
	SCA	9
	Technician	6
3. POWER PLANT	Maintenance Supervisor / Coordinator	12
	Clerk ^a	1, 2, 4, or 5
4. MAINTENANCE CONTROL CENTRE (MCC)	Maintenance Supervisor / Coordinator	12
	Clerk ^a	1, 2, 4, or 5
5. STRUCTURES	Maintenance Supervisor / Coordinator	12
	ACA	10
	SCA	9
	Technician	6
	Clerk ^a	1, 2, 4, or 5
6. STRUCTURES (INTERIOR AIRCRAFT)	Interior Aircraft Supervisor	7
	Interior Aircraft Technician	4

Attachment 5 – Job Title Hierarchy List (Continued)

SECTION	JOB TITLES	TABLE
7. STORES	Stores Supervisor	7
	Stores Agent SAA	5
	Stores Agent	4
	Clerk ^a	1, 2, 4, or 5
8. STORES (TOOLING CONTROL)	SCA	9
	Clerk ^a	1, 2, 4, or 5
9. STORES (MATERIAL CONTROL)	Material Control Supervisor	7
	Clerk ^a	1, 2, 4, or 5
10. GROUND SUPPORT EQUIPMENT (GSE)	Ground Support Equipment Supervisor	11
	Ground Support Equipment Technician with License	1, 2, 4, or 5
	Ground Support Equipment Technician without a License	
	Ground Support Equipment Apprentice	
11. FACILITIES	Building Maintenance Supervisor	7
	Building Maintenance Technician Level 2	5
	Building Maintenance Technician Level 1	1
	Clerk ^a	1, 2, 4, or 5
12. ENGINEERING	Maintenance Supervisor / Coordinator	12
	- Continuing Airworthiness Analyst	10
	- Avionics and Electrical Designer	
	- Structures and Systems Designer	
Note: Analysts and Designers in this Section are of equivalent classification and not in hierarchical order; Eligibility for Article 30.05 rights within this 'box' shall be based on qualifications.	Clerk ^a	1, 2, 4, or 5
13. PLANNING & MAINTENANCE PROGRAMS	Maintenance Supervisor / Coordinator	
	Analyst Planner	9
	Clerk ^a	1, 2, 4, or 5
Note: Planners and Analysts in this Section are of equivalent classification and not in hierarchical order; Eligibility for Article 30.05 rights within this 'box' shall be based on qualifications.		



Attachment 5 – Job Title Hierarchy List (Continued)

SECTION	JOB TITLES	TABLE
14. RELIABILITY	Maintenance Supervisor / Coordinator	12
	Analyst	9
	Clerk a	1, 2, 4, or 5
15. NON DESTRUCTIVE TESTING (NDT)	NDT Technician Level 3	10
	NDT Technician Level 2	9
	NDT Technician Level 1	8
	NDT Apprentice	3
	Clerk ^a	1, 2, 4, or 5
16. QUALITY ASSURANCE (QA)	Maintenance Supervisor / Coordinator	12
	Clerk ^a	1, 2, 4, or 5
17. TRAINING	Maintenance Supervisor / Coordinator	12
18. RAMP	Ramp Attendant	2
19. GROOMING	Grooming Supervisor	7
	Groomer	1

Clerk ^a

There are four (4) levels of Clerk in the GBU, "Clerk Level 1" through "Clerk Level 4" with Level 1 being the lowest classification and Level 4 being the highest classification. Where a Clerk is required and where the Job Title "Clerk" appears above, the Company shall determine which level of Clerk is required to perform the functions of the position.