

# COLLECTIVE AGREEMENT NO. 1

BETWEEN :

AIR GEORGIAN LIMITED



(hereinafter referred to as the “Company”)

AND THOSE EMPLOYEES AS REPRESENTED BY

UNIFOR and its LOCAL 2002



(hereinafter referred to as the “Union”)

EFFECTIVE: JUNE 12, 2018 – MAY 31ST, 2021

## TABLE OF CONTENTS

I.	PURPOSE OF AGREEMENT .....	1
II.	DEFINITIONS.....	1
1.0	MANAGEMENT RIGHTS.....	4
2.0	UNION RECOGNITION .....	5
3.0	PROBATION .....	6
4.0	CLASSIFICATION .....	7
5.0	SENIORITY .....	8
6.0	UNION MANAGEMENT .....	11
7.0	DEDUCTION OF DUES.....	17
8.0	RATES OF PAY.....	18
9.0	HOURS OF WORK .....	23
10.0	OVERTIME .....	25
11.0	VACANCIES .....	26
12.0	LAYOFF & RECALL.....	30
13.0	GROUP HEALTH PLAN .....	32
14.0	GROUP RETIREMENT SAVINGS PLAN (GRSP) .....	33
15.0	SICK LEAVE .....	34
16.0	LEAVES OF ABSENCE .....	37
17.0	VACATION & STATUTORY HOLIDAYS .....	40
18.0	TRAINING .....	43
19.0	UNIFORMS AND GROOMING STANDARDS .....	44
20.0	EXPENSES, LODGING & TRANSPORTION.....	46
21.0	DISCIPLINE OR DISCHARGE .....	47
22.0	GRIEVANCE PROCEDURE.....	48
23.0	ARBITRATION .....	50
24.0	LEGAL .....	52
25.0	DURATION.....	53
	LETTER OF UNDERSTANDING #01 - EXPEDITED ARBITRATION PROCESS .....	54
	LETTER OF UNDERSTANDING #02 - JOINT HARASSMENT INVESTIGATION PROCESS.....	57
	LETTER OF UNDERSTANDING #03 – ARTICLE 2.03.....	61
	LETTER OF UNDERSTANDING #04 – GROUP HEALTH PLAN (CHANGES).....	62
	LETTER OF UNDERSTANDING #05 – SOCIAL JUSTICE FUND & PAID EDUCATION LEAVE.....	63

## I. PURPOSE OF AGREEMENT

The purpose of this Agreement is in the mutual interest of the Company and the employees to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully both individually and collectively for the advancement of that purpose.

The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canada Labour Code for the purpose of peaceful settlement of disputes. This Code provides that employees may legally strike, and the Company may lockout, following completion of the bargaining and conciliation process at the termination of an Agreement.

In view of the orderly procedure established by this Agreement as required by the Code for the settling of disputes, the Union agrees that, during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial, nor picketing and the Company agrees that there shall be no lockout, either complete or partial.

## II. DEFINITIONS

### Agreement:

The Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters of understanding or written amendments signed/confirmed by responsible Company representative and accredited Union Officers/Representatives.

### Acting Assignment:

A temporary assignment outside of the Bargaining Unit and/or outside of the employee's classification that is initiated by the company in order to develop or enhance skills outside of the Employee's current role.

### Bargaining Unit:

All employees of Air Georgian covered by this Collective Agreement.

### Base:

An office/place of business within a location where employees covered under this Agreement are employed and perform work.

### Bid Period:

A designated period in which the Company allows Employees to submit a preference or selection.

### Bump:

The mechanism whereby an employee may exercise his seniority to displace a more junior employee within the same classification from his permanent assignment.

### Calendar Day:

A twenty-four (24) hour period from midnight to the following midnight.

Classification:

A classification type of work position as defined in Article 4.0.

Company:

For the purposes of this Agreement shall mean Air Georgian Limited and/or Employer as represented through Management at various levels or their delegated representatives.

Compressed Work Week

A compressed workweek is an alternative schedule for working that reduces a standard five-day workweek to fewer number of days. Employees accomplish the full number of required weekly hours by working longer days for a total of 2190 hours annually.

Date of Hire:

The first day that the employee commences continuous permanent employment with the Company.

Deadhead:

To travel to a location specified by the Company for the purpose of company business/duty.

Employee:

Any person employed by the company within the territorial limits of Canada who is in the bargaining unit covered by this agreement, excluding those individuals holding authority, in supervisory and/or management positions which are not listed in Article 4.0.

Management:

The representative of the Company/Employer

On-the-Job-Training:

The training and monitoring of a Trainee under the direct supervision of a qualified Employee/Supervisor.

Regular Work Week

Scheduled working shifts are Monday to Friday with two consecutive weekend days off for a total of 2080 hours annually.

Seniority:

The date the employee was hired into the bargaining unit.

Shift:

A scheduled period of time within a day for which an employee is required to be present for work/training.

Supervisor:

A person assigned by the Company to perform supervisor duties as the majority of their assigned work and who are not covered by the Agreement. Supervisors may perform non-supervisory duties as required by their position and to meet the requirements of the Company.

Vacancy:

A vacant position at a base.

Union:

Unifor and its Local 2002.

Week-day:

Defined as a day between Monday and Friday.

Work-day:

Defined as a full scheduled shift on any day of the week.

Work Schedule:

A projection of all shifts at a location with regard to scheduled days on and days off, including shift starting and end times.

Work Section

A department of work defined by scope and organizational leadership, for the purpose of this Agreement defined as; *Maintenance (including QA) & System Operation Control Centre (SOCC)*

## 1.0 MANAGEMENT RIGHTS

- 1.01 The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and to direct the Employees and, without restricting the generality of the foregoing, to:
- a) Maintain order, discipline, efficiency, and set qualifications;
  - b) Hire, retain, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline Employees for just cause subject to the right of Employees to grieve to the extent and manner provided herein if the specific provisions of this Agreement, and/or relevant statutes, are violated in the exercise of these rights;
  - c) Generally, to manage the enterprise in which the Company is engaged without restricting the generality of the foregoing, to plan, direct and control operations, to direct the workforces, to determine the number and location of facilities, to determine the quality of service and processes, methods of procedures to be employed, to determine the direction of the workforce, the schedules of work, and methods necessary to perform any service that may be required to manage the enterprise and its business, to establish schedules, standards of performance, to select, procure and control supplies, materials, products and produce, to determine the extension, limitation, curtailment or cessation of operations, to determine the number of hours to be worked, starting and quitting times;
  - d) Issue and enforce from time to time such reasonable rules and regulations, as the Company deems necessary to ensure the successful operation of its business. Breach of any such rules by an Employee may be cause for disciplinary action;
  - e) Limit, suspend or cease operations or make necessary arrangements due to a change in the Company's policies; and
  - f) Discipline and discharge probationary Employees for any reason provided only that such decision is not discriminatory or made in bad faith.
- 1.02 All matters concerning the operations of the Company not specifically dealt with herein shall be reserved to the Company and its exclusive right.
- 1.03 Management acknowledges that it shall exercise its rights in a manner that is consistent with the term and conditions of this agreement.

## 2.0 UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees covered by this Agreement, as defined in Article 4.0.
- 2.02 Hours of work, wages and other conditions of employment, as governed by this Agreement apply only to those employees within the territorial limits of Canada, and those classifications specifically mentioned hereinafter.
- 2.03 The Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement, except in an emergency situation and as outlined in LOU #03.
- 2.04 Reorganization of the Company: In the event that the Company changes ownership, merges with another Company, changes its Corporate identity in any way, this agreement shall remain in full force and effect, and the certificate in force at the time and issued by the Canada Industrial Relations Board shall not be affected in any way, unless applicable legislation dictates otherwise.
- 2.05 Sub-contracting: The Company will not layoff any employee within the bargaining unit as a direct result of sub-contracting any task or duties covered under this Agreement.
- 2.06 All work connected to the daily assigning/scheduling of flight crew operating Air Georgian flights, will be performed by the employees covered under this Collective Agreement.

### 3.0 PROBATION

- 3.01 A person hired into a classification covered by this Agreement will be required to serve an active employment probation period of six (6) months of service with the Company following the employee's date of hire.
- 3.02 The Company reserves the sole right to make decisions regarding the termination or retention of an employee at any time during their probationary period. In exercising this right the Company agrees to act in good faith. It is understood that the Union has the obligation to represent probationary employees and all aspects of employment. The probationary period may be extended by mutual agreement between the Company and the Union. In such cases, the employee shall be advised in writing.
- 3.03 A person employed by the Company who is not within the scope of this Agreement, and who transfers to a classification coming within the scope of this Agreement, will be required to serve a probationary period as described in 3.01.
- 3.04 An employee changing classification will also be required to serve a probationary period in accordance with 3.01. However, such an employee shall only be returned to his/her previous classification should he/she not be deemed qualified at the end of the probationary period and may do so provided there is a vacancy in classification.
- 3.05 If a probationary employee is terminated and/or is not retained during the probationary period, the probationary employee may file a grievance. The onus shall be on the Grievor to prove any breach of the Agreement by the Company.



## 4.0 CLASSIFICATION

### 4.01 SOCC Section

Flight Follower  
Crew Scheduler  
Lead Crew Scheduler (new classification)  
Flight Dispatcher  
Chief Duty Dispatcher (new classification)

### Maintenance Section

Administration  
Supply Chain Technician (previously Inventory Controllers)  
Apprentice Aircraft Technician  
Aircraft Technician  
Licensed Aircraft Maintenance Engineer (new classification, including Crew Chief employees)

- 4.02 In the event that new permanent tasks for any of the classifications listed above are assigned, the Company will advise the Union a minimum of forty-eight (48) hours prior to implementation. If new permanent tasks are required to satisfy safety and/or government regulations, implementation of new tasks will be immediate and the Union will be notified as soon as possible thereafter.
- 4.03 Employees may be required to perform work normally performed by those in another classification in order to balance out irregularities in workload. When such is the case for a complete shift the Company shall canvass volunteers from among qualified employees and in order of seniority. Should there not be any volunteer, then the Company will assign the most junior qualified employee.
- 4.04 In the event that a new classification is created by the Company and covered by this Agreement, the Company and Union will consult on the rate of pay which shall be comparable with the duties and responsibilities of the new classification, taking into consideration the duties and responsibilities and rate of pay for other classifications. Failing an agreement the Company will establish the rate of pay. If so desired, the Union may file a grievance within thirty (30) days claiming that the rate of pay is inappropriate. In the event the grievance is not resolved, it may be processed to arbitration as per the terms of the Agreement.
- 4.05 The District Chair and/or designate will be consulted by the Company prior to a selection decision. Selection will be at the sole discretion of the Company. In the event two (2) or more candidates are deemed qualified for the position, the more senior candidate will be selected.
- 4.06 New classification(s) would be filled in accordance with provisions of Article 11.0.

## 5.0 SENIORITY

### 5.01 PURPOSE

Seniority shall be established by classification on a system basis within Canada and shall date from an employee's permanent entry into bargaining unit.

5.02 In cases where employees enter a classification under this Agreement on the same date of hire, the sequence of seniority shall be determined by the application of the following in the order stated:

- i. The most Company service.
- ii. In cases where the above factor will not determine the position on the seniority list, the position will be jointly determined by the Company and the Unit Chairperson of the Union at a drawing lot.

5.03 Date of hire, as it relates to Article 5.02, means the first day that the employee commences continuous permanent employment within the Bargaining Unit. Time spent in training for shall be considered as time worked.

### 5.04 SENIORITY LIST

Shall be prepared, corrected, amended and published by the Company annually for each section of work.

5.05 No later than June 1st of each year, the Company shall prepare and post at each location complete seniority lists for each classification described in Article 4.0.

5.06 The list shall be posted and kept open for requests for corrections up to and including June 30th.

### 5.07 SENIORITY LIST AMENDMENTS

- a) It shall be the sole responsibility of each individual employee to examine the list and submit in writing for any correction during the posting period.
- b) Employee must be forward the request for correction to the Company (Human Resources) and to the District Chairperson of the Union for their request to be valid and reviewed.
- c) All requests for valid corrections shall be actioned and finalized by the Company after consultation with the Union at the headquarters level, during the sixty (60) calendar days following June 30th. The corrected list shall be posted no later than August 31st as an amendment to the annual seniority list. The amended seniority list shall become effective on September 1st.
- d) The amended seniority list shall remain in full force and effect until the following year when a new list is published and posted in the above manner, subject to the provisions of Article 5.07 c).

- e) As soon as possible, the Company will issue an ongoing addendum to the seniority list showing all those employees who were hired subsequent to the original posting or non-accrual/loss of seniority as outlined in 5.09 & 5.10.
- f) Any action taken on the basis of the seniority list to which there have been no requests for correction within the time limits specified in Article 5.06, or any action taken on the basis of the amended seniority list, shall stand as final.

5.08 EMPLOYEE RETENTION & ACCRUAL OF SENIORITY:

- a) Absence due to layoff;
- b) Sickness or accident;
- c) Authorized leave of absence subject to Article 16 up to a period of twelve (12) months;
- d) Suspension without pay;
- e) Strike or lockout;
- f) An Assignment which is not covered by this Agreement up to a period of six (6) months.

5.09 EMPLOYEE RETENTION & NON-ACCRUAL OF SENIORITY:

An employee who is on an authorized leave of absence as per Article 16.0 for a period of greater than twelve (12) months shall retain but not accrue seniority.

5.10 EMPLOYEE LOSS OF SENIORITY & REMOVAL FROM THE SENIORITY LIST:

- a) When resigning from the Company;
- b) When terminated;
- c) When discharged for cause;
- d) When laid off for a period of more than thirty-six (36) consecutive months;
- e) When absent without notice to the employer for three (3) consecutive calendar days (resignation without notice), unless satisfactory justification is provided to the Company;
- f) When retired with or without pension/RRSP;
- g) When more than twelve (12) months has passed since the employee received any insurance benefits or in the case where the decision of refusing benefits to the employee was appealed by the employee, at the moment the appeal decision is rendered if it upholds the initial decision to refuse the benefits;

- h) When appointed to a permanent position within the Company which is not covered by the Agreement for a period of more than six (6) months;
- i) Company personnel outside the bargaining unit retaining seniority and who, within the first six (6) months express their desire, in writing, to return to their previous classification will be returned at the sole discretion of the Company provided there is a vacancy within the classification.

## 6.0 UNION MANAGEMENT

6.01 All communications to an employee involving any of the following shall be in writing and copied to the Union District Chair: letters of expectation. Additionally, all correspondence under Article 21 and Article 22 shall be copied to the District Chair and the Union at the Headquarters level.

### 6.02 RELATIONSHIP

The Company and the Union agree to observe the provisions of the Canadian Human Rights Act.

The Company and the Union agree that they shall not interfere with, restrain, coerce or discriminate against Employees in their lawful right to become, and remain members of the Union and to participate in its activities or to refrain from becoming or cease to be members of the Union.

The Union agrees that, except for provided in this agreement, there will be no Union activity on the premises of the Company during the Employees working hours except by agreement with the Company.

### 6.03 LETTERS OF UNDERSTANDING

Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein. A Letter of Understanding shall be identified by a heading and a number and must be signed by representatives of both parties at the Headquarters level.

### 6.04 UNION-MANAGEMENT COMMITTEES

It is recognized that meetings between the Company and the Union are essential to the maintenance of good employee-employer relations and the establishment of mutual confidence and trust.

Meetings shall be held as required between the District Chair or their designated representative and the appropriate Company representative. The National Representatives will be permitted to attend.

At Union-Management Headquarters level, meetings will normally be held once every four (4) months between Union Headquarters representatives and representatives of the Corporate Management level.

The dates of such meetings will be established by mutual agreement and minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

### 6.05 TIME OFF - UNION BUSINESS

a) The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to Agreements, and the attendance of Union meetings at various levels. The Company further recognizes the importance of the role of the Union Officers in carrying out the functions of Union business. It is therefore agreed that Union representatives shall be granted reasonable time off from duty and transportation (if applicable) in accordance with Company regulations to carry out such functions

subject to operational requirements of the Company. This time will be allowed as promptly as possible. In order to facilitate this process, it will be the obligation of the Union representatives to afford as much notice as possible of such needs and to clear their activities both with their own supervisors and with the supervisors of the employees involved in any problem situation.

- b) Where Union Headquarters requests time off for employees to attend pre-scheduled educational training, the Company shall, subject to operational requirements, grant those employees time off from duty. Union Headquarters shall request such time off with a minimum of fourteen (14) days' notice.
- c) The Union shall be billed for the time off except in those cases where the Company has agreed to absorb certain costs. In either case, the employees involved in this activity are not debited or removed from the payroll. The time billed will be the actual scheduled time off and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that they may be replaced on an overtime or recall basis.
- d) The Company will make reasonable efforts to schedule meetings with the District Chair and/or other union representatives on their regular shifts. In the event a meeting must take place on a union representative's regular day off, they will be granted a minimum of three (3) hours of time off at a mutually acceptable time. Alternatively, the union representative can opt to bank those hours, subject to the time bank limitations provided in the Collective Agreement.
- e) In the event the employee requesting time off is involved in shift trades requiring them to work more than one consecutive shift, it shall be their responsibility to ensure that their traded shift is covered.
- f) Time off shall be charged to either the Union or the Company, depending on the activity, on the following basis:
  - i. Grievance Procedure and Discipline & Discharge (Article 21 & 22)  
  
Aggrieved Employee(s) – Code 1  
One (1) Union Representative – Code 1 or 2
  - ii. Union-Management Committee Meetings (Article 6.04)  
  
Unit Level (ad hoc):  
District Chair – Code 1  
Other Union Representative – Code 1
  - iii. Headquarters Level (semi-annual):  
  
President, Bargaining Committee – Code 1  
One Additional Other Union Representative - Code 1  
All Other Union Representatives – Code 3

iv. District Chair:

The Union District Chair or their alternate will be granted two (2) shifts each month at a time mutually agreeable to the Company and the Union District Chair. This time off shall be charged to the Company - Code 1

Additional time off for the District Chair may be granted by mutual agreement of the Parties, unless otherwise agreed to this time off shall be charged to the Union - Code 3

NOTE: Minimum travel credits will apply to the District Chair or their alternate for travel requested by the Company.

v. Employee Introduction:

This includes addressing new employees within the bargaining unit at basic training sessions in order to cover the following: introduction to Union Officer(s) with whom the employee will be coming in contact; objectives of the Union's constitution; outline of the Union's structure and history; Rand Formula and check-off; application of the Collective Agreement; Government legislation applicable to Union operation; question and answer period. The presentation will be scheduled during the last thirty (30) minutes of any day within the training period.

District Chair or Alternate – Code 1

vi. Negotiations

Two (2) Union designated members of the Union Bargaining Committee and the district chair for time spent in direct negotiations with the Company including the one (1) day ratification process – Code 3

Time off required by members of the Union Bargaining Committee for activities other than Headquarters' level meetings will be cleared through their respective local management and charged to the Union or the Company on the following basis:

Time required for meetings with Company Representatives – Code 1

All other time required – Code 3

g) Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift will not attract compensation.

h) Except as provided for above, the Union will bear the cost of all time off for the Union members and officers while participating in recognized Union activities. This will include but is not limited to: Union conventions; executive meetings; meetings to discuss internal Union business; arbitration; conciliation; education leave. The Union will bear the cost of time off for the designated members other than those designated members of the Union Bargaining Committee for whom the Company accepts responsibility salary-wise for the time spent in negotiations.

District Chair - Code 3  
District Vice-Chair - Code 3  
Other Union Representatives - Code 3  
Bargaining Committee Members - Code 3

#### 6.06 BULLETIN BOARDS

The Union may hold and maintain at their cost, one (1) glass enclosed (with lock and one set of keys) bulletin board for the posting of Union notices at the SOCC and Maintenance section locations, and at any additional base that employs their members. The use of the bulletin board shall be restricted to the business affairs of the Union and are to bear the signature of the designated employee representative or a member of the Executive of the Local or National Union. The Union will provide the Company with an advance copy of any posting other than those of a routine nature.

#### 6.07 HEALTH AND SAFETY

It is the responsibility of all Company personnel and employees to ensure and promote the continued health and safety of the employees. In addition, each employee as well as each Union representative has an obligation to bring any situation which in their opinion represents a hazard to the health and safety of the employees to the attention of the Company.

##### a) Health and Safety Committee

- i. The Company shall establish a Health and Safety Committee. The members of each Committee shall be determined in accordance with the following:

##### Number of Employees

1 – 199	One (1) employee from each section selected by the Union;  One (1) management representative from each section selected by the Company.
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- ii. The Company shall post and keep posted the names of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of the employees.
- iii. The Company and the Union agree to comply with the Health and Safety Provisions contained in the Canada Labour Code.



#### 6.08 ACCIDENT OR INCIDENT INVESTIGATION

- a) Where an Employee is involved in an accident or incident related to the maintenance of an aircraft, he may be held out of service in accordance with Article 21.0 (Discipline & Discharge) pending the outcome of any investigation into the accident or incident.
- b) Where the investigation is undertaken by the Company, the officers involved shall make every attempt to issue a final report within three (3) months. The Union shall be afforded observer status in the investigation with access to all relevant material and shall receive a copy of any interim or final reports.
- c) Where an employee is unable to report for duty due to medical reasons after an accident or incident, his pay shall be covered by the appropriate insurance plan(s).
- d) In cases involving aircraft accidents, an Employee will not be required to commit himself orally, or in writing to officials of the Company following the accident unless the following conditions have been met:
  - He has the opportunity to be represented by the Union, and
  - He has been afforded the opportunity of a medical examination by a medical examiner approved by the Union and the Company
- e) Throughout this procedure, the Employee involved and/or his designated representative(s) may upon request, review and receive copies of any information contained in his personal or technical file(s).

#### 6.09 HUMAN RIGHTS

- a) The Employer and the Union agree that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability and conviction for which a pardon has been granted. The Company further commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company, its officers or agents because of membership in, or lawful activity on behalf of the Union. The Union commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Union because of lawful activity on behalf of the Company.
- b) The Company is committed to providing employees with a safe, healthy and violence free work environment.
- c) The Company agrees to work collaboratively with the Union to review workplace violence hazards in accordance with Part 2 of the Canada Labour Code and other applicable legislation.
- d) The Employer and the Union agree that no employee shall be subject to retaliation as a result of making a complaint of discrimination, harassment or sexual harassment.
- e) "Bullying and Harassment" means a course of vexatious comments or conduct that is known

- f) Properly discharged management responsibilities, such as the assignment of work tasks, employee coaching, and the imposition of discipline or any conduct that does not undermine the dignity of the individual does not constitute harassment.
- g) The Employer and the Union agree that discrimination, harassment and sexual harassment are serious misconduct that, if proven, may result in disciplinary action up to and including termination of employment.
- h) The Employer and the Union agree the pursuit of frivolous allegations may result in disciplinary action up to and including termination of employment.

#### 6.10 SAVINGS CLAUSES

Should any part or provision of this Agreement be rendered invalid by reason of regulation changes and/or legislation enacted by the Government of Canada, such invalidation of any part of the provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Where the provisions of this Agreement are at variance with the Company regulations and/or policies the former shall take precedence.

#### 6.11 COPIES OF AGREEMENT

The Company and the Union desire that all employees and all levels of management affected by this Agreement be familiar with the provisions herein. For this reason, all employees within the bargaining unit and all levels of management concerned shall be given a copy of the Agreement and any subsequent changes to the Agreement including Letters of Understanding.

As soon as practical, the Company and the Union will agree to a final draft of the Collective Agreement prior to printing. The Parties will share responsibility for the preparation and printing the Agreement within six (6) months following ratification. The cost of printing will be equally shared between the Union and Company.

#### 6.12 GENDER

It is understood that any references contained within this Agreement to the masculine gender shall also pertain to gender - other. Any references to the singular shall also pertain to the plural where appropriate.

## 7.0 DEDUCTION OF DUES

- 7.01 The Company shall deduct on the payroll for each pay period, as per the Company's designated payroll periods, from wages dues payable by each employee such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.
- 7.02 The amount to be deducted shall include the initiation fee and shall not be changed excepting to conform to a change in the Union's Constitution.
- 7.03 Membership in the Union will be available to any employee under the Constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be unreasonably denied.
- 7.04 Deductions shall commence on the payroll for the first applicable pay period of the calendar month following the first date of service in a classification covered by this Agreement.
- 7.05 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 7.06 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages due and payable prior to any deductions under this Article
- 7.07 The amount of dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company, not later than thirty (30) calendar days following the pay period in which deductions were made.
- 7.08 The Company shall not be responsible financially or otherwise, either to the Union, or to any employee for any failure to make deductions or for making improper deductions or remittances. However, in any instances in which an error occurs in the amount of any deduction of dues pursuant to this Article from an employee's wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits payment to the Union.

## 8.0 RATES OF PAY

8.01 Wages paid to employees will be based on length of employment and on the work performed in the classifications covered by this Agreement in accordance with wages scales in 8.08.

8.02 The Company may at its discretion commence a new employee on the applicable wage scale at any level and will apply the following for relevant experience and qualifications for the Licensed Aircraft Engineer classification (only):

- Licensed AME with greater than four (4) years' experience with endorsement on type operated by the company, will be hired at level four (4).
- Licensed AME with greater than four (4) years' experience endorsed on type operated by the Company along with supervisory experience of two (2) years or more, will be hired at level five (5).

8.03 Scheduled advancement from one level of pay to the next higher level of pay in the wage scale established for each position will occur yearly on the anniversary of date of hire.

8.04 When an employee changes classification or progresses to another position, the employee's new level of pay will be determined by moving the employee to the level of pay in the new wage scale which is the next highest rate closest to their current rate of pay; however, the Company may at its discretion commence the employee at any level.

8.05 Employees will be paid on a semi-monthly basis.

### 8.06 PAY DISCREPANCIES

- a) Any pay discrepancies owed to the employee under two hundred dollars (\$200.00) will be paid on the next regular pay.
- b) Any discrepancies owed to the employee two hundred dollars (\$200.00) or more the Company will make restitution within three (3) business days following the receipt of notice and verification of the underpayment.
- c) Any pay discrepancies owed to the Company under two hundred dollars (\$200.00) will be clawed back on the next regular pay.
- d) Any pay discrepancies owed to the Company over two hundred dollars (\$200.00) will be clawed back as equitably as possible within six (6) pay periods and/or within the same calendar year.
- e) 8.06 d) does not apply to monies owing by the employee in relation to Article 15.0, 17.0 & 18.0 which would be clawed back in full.

8.07 Each pay date employees will have access to a pay statement clearly identifying all credits/debits made, all additional payments, all applicable leave withdrawals and all applicable balances.

8.08 The following are the rates of pay for all classifications/positions covered by this Agreement:

NOTE: Annual salary amounts in all wage grids do not account for unpaid lunch periods.

Co-Op Students		
Date of Ratification	Rate	14.00
Will be paid as per the applicable yearly provincial minimum wage.		

Administration						
	Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
	NEW RATE		1.00%		1.00%	
Level 1	31,200.00	15.00	31,512.00	15.15	31,824.00	15.30
Level 2	31,990.40	15.38	32,302.40	15.53	32,614.40	15.68
Level 3	32,780.80	15.76	33,113.60	15.92	33,446.40	16.08
Level 4	33,592.00	16.15	33,924.80	16.31	34,278.40	16.48
Level 5	34,444.80	16.56	34,789.25	16.73	35,131.20	16.89
Level 6	35,297.60	16.97	35,651.20	17.14	36,004.80	17.31
Level 7	36,192.00	17.40	36,545.60	17.57	36,920.00	17.75
Level 8	37,086.40	17.83	37,460.80	18.01	37,835.20	18.19
Level 9	38,022.40	18.28	38,396.80	18.46	38,771.20	18.64
Level 10	38,958.40	18.73	39,353.60	18.92	39,748.80	19.11

Supply Chain Technicians								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	NEW RATE		1.00%		1.00%			
Level 1	27,335.16	13.14	35,040.00	16.00	35,390.40	16.16	35,740.80	16.32
Level 2	29,789.16	14.32	35,916.00	16.40	36,266.40	16.56	36,638.70	16.73
Level 3	32,208.50	15.48	36,813.90	16.81	37,186.20	16.98	37,558.50	17.15
Level 4	34,603.15	16.64	37,733.70	17.23	38,106.00	17.40	38,500.20	17.58
Level 5	36,997.81	17.79	38,675.40	17.66	39,069.60	17.84	39,463.80	18.02

Apprentice Aircraft Technicians								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	NEW RATE		1.00%		1.00%			
Level 1	27,686.63	13.31	37,230.00	17.00	37,602.30	17.17	37,974.60	17.34
Level 2	30,081.29	14.46	38,171.70	17.43	38,544.00	17.60	38,938.20	17.78
Level 3	33,315.31	16.02	39,113.40	17.86	39,507.60	18.04	39,901.80	18.22

Aircraft Technicians								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	NEW RATE		2.00%		2.00%			
Entry	38,172.51	18.35						
Level 1	39,653.73	19.06	52,560.00	24.00	53,611.20	24.48	54,684.30	24.97
Level 2	41,233.71	19.82	53,874.00	24.60	54,947.10	25.09	56,042.10	25.59
Level 3	42,838.37	20.60	55,231.80	25.22	56,326.80	25.72	57,443.70	26.23
Level 4	44,541.78	21.41	56,611.50	25.85	57,728.40	26.36	58,889.10	26.89
Level 5	45,864.16	22.05						
Level 6	46,914.43	22.56						

Licensed Aircraft Maintenance Engineer								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	N/A		NEW RATE		2.00%		2.00%	
Level 1			78,840.00	36.00	80,416.80	36.72	82,015.50	37.45
Level 2			82,782.00	37.80	84,446.40	38.56	86,132.70	39.33
Level 3			86,921.10	39.69	88,651.20	40.48	90,425.10	41.29
Level 4			89,089.20	40.68	90,885.00	41.50	92,702.70	42.33
Level 5			91,323.00	41.70	93,140.70	42.53	95,002.20	43.38
Level 6			93,600.60	42.74	95,484.00	43.60	97,389.30	44.47
Level 7			95,943.90	43.81	97,871.10	44.69	99,820.20	45.58
Level 8			98,352.90	44.91	100,302.00	45.80	102,316.80	46.72

Flight Follower								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	New Rate		1.00%		1.00%			
Level 1	32,998.93	15.86	37,230.00	17.00	37,602.30	17.17	37,974.60	17.34
Level 2	35,372.41	17.01	38,171.70	17.43	38,544.00	17.60	38,938.20	17.78
Level 3	37,231.81	17.90	39,113.40	17.86	39,507.60	18.04	39,901.80	18.22
Level 4	37,939.48	18.24	40,098.90	18.31	40,493.10	18.49	40,909.20	18.68
Level 5	39,622.78	19.05	41,084.40	18.76	41,500.50	18.95	41,916.60	19.14
Level 6	41,306.09	19.86						
Level 7	42,989.40	20.67						

Crew Scheduler								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	N/A		New Rate		1.00%		1.00%	
Level 1	32,998.93	15.86	39,420.00	18.00	39,814.20	18.18	40,208.40	18.36
Level 2	35,372.41	17.01	40,405.50	18.45	40,799.70	18.63	41,215.80	18.82
Level 3	37,231.81	17.90	41,412.90	18.91	41,829.00	19.10	42,245.10	19.29
Level 4	37,939.48	18.24	42,442.20	19.38	42,880.20	19.58	43,296.30	19.77
Level 5	39,622.78	19.05	43,515.30	19.87	43,953.30	20.07	44,391.30	20.27
Level 6	41,306.09	19.86						
Level 7	42,989.40	20.67						

Lead Crew Scheduler								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	N/A		New Rate		1.00%		1.00%	
Level 1			45,990.00	21.00	46,449.90	21.21	46,909.80	21.42
Level 2			47,150.70	21.53	47,610.60	21.74	48,092.40	21.96
Level 3			48,311.40	22.06	48,793.20	22.28	49,296.90	22.51
Level 4			49,515.90	22.61	50,019.60	22.84	50,523.30	23.07
Level 5			50,764.20	23.18	51,267.90	23.41	51,793.50	23.65

Flight Dispatcher								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	N/A		New Rate		1.00%		1.00%	
Level 1	44,306.23	21.30	50,370.00	23.00	50,873.70	23.23	51,377.40	23.46
Level 2	46,366.99	22.29	51,640.20	23.58	52,143.90	23.81	52,669.50	24.05
Level 3	47,912.55	23.03	52,910.40	24.16	53,457.90	24.41	53,983.50	24.65
Level 4	48,942.93	23.53	54,246.30	24.77	54,793.80	25.02	55,341.30	25.27
Level 5	49,973.31	24.03	55,604.10	25.39	56,151.60	25.64	56,721.00	25.90

Chief Duty Dispatcher								
	CURRENT		Date of Ratification		Year 2		Year 3	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
	N/A		New Rate		1.00%		1.00%	
Level 1			54,750.00	25.00	55,297.50	25.25	55,845.00	25.50
Level 2			56,129.70	25.63	56,677.20	25.88	57,246.60	26.14
Level 3			57,531.30	26.27	58,100.70	26.53	58,670.10	26.79
Level 4			58,954.80	26.92	59,546.10	27.19	60,137.40	27.46
Level 5			60,444.00	27.60	61,035.30	27.87	61,648.50	28.15

## 8.09 PERFORMANCE INCENTIVE

All permanent employees who have completed their probationary period are eligible to receive Quarterly Incentive Payment (QIP) subject to the Company meeting the operational performance incentive criteria as defined in the current Capacity Purchase Agreement.

Performance Incentive targets are set annually by the Capacity Purchaser to ensure alignment between the capacity purchaser and the capacity provider. Performance incentive targets are also subject to change from time to time without notice. The Union will be notified by the Company of any changes to the Performance Incentive targets within thirty (30) days of being notified of a change.

Calculations for performance incentives is comprised of:

60% (Controllable on-time performance) targets + 40% (Controllable Flight Completion) targets

Level A – Exceptional performance 100%

Level B – Good performance 75%

Level C – Fair performance 50%

Level D – Improvement required 0%

The Company will notify the Union and employees of quarterly results of Performance incentive targets and eligible payout percentage.

Eligible employees are able to earn up to a maximum of 2.5% of their current salary that quarter (0.625% of annual salary, non-cumulative). Each quarterly target is stand-alone and cannot be recaptured or earned in any subsequent quarter.

Eligible employees will be paid at the same ratio as the company relating to performance incentives. The Performance Incentive percentage, when achieved will be paid proportionally to the Company's received Performance Incentive revenue. For example, Company earns 85% of available incentive revenue in a quarter each eligible employee will be paid 85% of the available performance incentive of 2.5% for that quarter.

QIP will be in addition to employees' wages established in Article 8.0 and are subject to all applicable deductions required. Performance Incentive payment will not affect established wage payments and/or scheduled wage increases.



**9.0 HOURS OF WORK**

9.01 The work day for employees will be determined by the hours of the work schedule outlined in Article 9.02. When establishing schedules there shall be a minimum of eight (8) hours between shifts.

9.02 SCHEDULES/MEAL & REST PERIODS

Employees may be scheduled for any one of the following shift schedules:

SCHEDULE	*PAID SHIFT HOURS & PAID/UNPAID MEAL PERIOD*
5 DAYS ON 2 DAYS OFF (regular work week)	8.5 scheduled shift 8.0 hours paid 0.5 hour meal rest period; unpaid
2 DAYS ON 2 DAYS OFF	12 hours scheduled shift 11.5 hours paid 1.0 hour meal rest period; 0.5 paid, 0.5 unpaid
3 DAYS ON 3 DAYS OFF	12 hours scheduled shift 11.5 hours paid 1.0 hour meal rest period; 0.5 paid, 0.5 unpaid
4 DAYS ON 4 DAYS OFF	12 hours scheduled shift 11.5 hours paid 1.0 hour meal rest period; 0.5 paid, 0.5 unpaid
5 DAYS ON 5 DAYS OFF	12 hours scheduled shift 11.5 hours paid 1.0 hour meal rest period; 0.5 paid, 0.5 unpaid
5 DAYS ON, 5 DAYS OFF 4 DAYS ON, 4 DAYS OFF	12 hours scheduled shift 11.5 hours paid 1.0 hour meal rest period; 0.5 paid, 0.5 unpaid

\*September 1, 2018 the Company will establish a means of manual time-keeping (punch clock and/or similar electronic time-keeping device). Paid hours will default to employee input via electronic time-keeping device up to the maximum paid hours outlined above.\*

9.03 At each location the Company will determine the staff requirements for each Classification and position and will review those requirements and develop a schedule. The Union will be provided a final copy for review prior to posting.

9.04 Monthly (28 day) schedules will be posted at least seven (7) calendar days prior to schedule start, or shorter period by mutual agreement between the Company and the Union District Chairperson.

9.05 It is understood that established/posted schedules are subject to change at any time due to operational requirements, training requirements, emergency situations or staffing changes.

9.06 Employees will be notified no less than forty-eight (48) hours of any established/posted schedule changes, without consent of the Employee.

9.07 Where more than one employee is available and have the necessary skills, applicable license/certification and ability to provide the necessary coverage, the assignment will be offered in order of classification seniority.

9.08 SHIFT TRADES

Employees will have the right to trade shifts and days off with another employee within the same classification when arranged in written form and approved by Management.

Shift trades are subject to the following conditions:

- a) The employee covering the shift must be qualified to perform the work;
- b) Shift trade will not result in any additional costs to the Company outside of the regular wages paid to the employee(s);
- c) The Shift trade will be one shift for one shift of the same length of scheduled hours and/or one unscheduled day for one unscheduled day;
- d) The employee who is scheduled to work will be considered as scheduled upon acceptance of shift trade;
- e) The provisions of Article 10, 15, 16, 17 will apply to the employee who has agreed to work the shift;
- f) Shift trades will be limited to four (4) scheduled shifts per month for any employee;
- g) Date(s) of shift trade must be specified in written form for approval;
- h) Employees involved in a shift trade will be responsible for the shift(s) they acquire.

The Company and Union recognize that an employee's ability to trade shifts with other employees is acceptable, but it is not intended to allow employees to be absent from the workplace for extended periods of time nor to take alternate employment.

9.09 It is understood between the parties that any hours of work, rest or meal period provisions not addressed in this article will be subject to the provisions of the Canada Labour Code.

## 10.0 OVERTIME

- 10.01 All time worked by an employee on a compressed work schedule outside their scheduled shift will be considered overtime.
- 10.02 All time worked by an employee on a regular work schedule in excess of forty-eight (48) hours within the weekly period of Sunday – Saturday will be considered overtime.
- 10.03 Overtime work will be done on a voluntary basis and must be authorized by Management personnel.
- 10.04 Employees on a compressed work week scheduled will be credited one half (1 ½) times their regular hourly wage for all hours worked outside their regular scheduled hours/shifts.
- 10.05 Employees on a regular work week schedule will be credited one half (1 ½) times their regular hourly wage for all hours worked in excess of forty (48) hours within weekly period as defined in 10.02.
- 10.06 Overtime up to maximum of six (6) hours prior to or following a scheduled shift will first be offered in order of classification seniority to the qualified employees on duty that normally performs the work.
- 10.07 Scheduled overtime shifts will be offered to those who indicate their availability on overtime list and will be offered in order of classification seniority to the qualified employee who normally performs the work.
- 10.08 Overtime which is not filled according to Article 10.06 & 10.07 will be distributed as equitably as possible among the employees who are qualified to perform the work.
- 10.09 Employees will be called for overtime as per the provisions above, except for emergency situations and job-continuity.
- 10.10 Notwithstanding the above listed provisions, overtime offered and scheduled by Management will take into consideration all safety requirements and applicable certifications/license required to perform overtime work.
- 10.11 At home base, there will be a minimum eight (8) hour period from the end of overtime worked and the start of the employee's following regular scheduled shift.
- 10.12 In the event 10.11 is not achievable, the following regular scheduled shift start time will be adjusted to allow for a minimum eight (8) hour period, however regular scheduled shift end time will not be adjusted and total paid hours for affected shift will not be reduced.
- 10.13 It is understood between the parties that any overtime pay provisions not addressed in this article will be subject to the provisions of the Canada Labour Code.

## 11.0 VACANCIES

### 11.01 FILLING OF VACANT POSITIONS

- a) The Employer shall have the sole discretion to determine if and when any vacancy is to be filled.
- b) The vacant position will be offered to the most qualified senior employee within the classification who is on laid-off status.
- c) The Company will post a notice of vacancy at least seven (7) days in advance indicating the classification, or less with agreement from the Union. Notice will include title, classification and a detailed job description pertaining to the position to be filled.
- d) The vacant position will be awarded to the most qualified applicant. Should there be more than one qualified applicant; all qualifications being equal, preference will be given to the candidate with greater seniority.
- e) In the event it is deemed by the Company no eligible employees within the bargaining unit are able to fill the position in accordance with posted qualifications as per the above, the Company has the ability to post and hire external applicants.

### 11.02 GENERAL

The Employer will give its existing employees the opportunity to qualify for other positions.

For newly created positions requiring qualifications higher or different than those typically in use under existing operations, employees will be given all the advance notice possible of the new positions in order to have time to upgrade themselves as required.

### 11.03 TEMPORARY VACANCIES

The Company may declare a temporary vacancy for a period of up to twelve (12) months. This period may be extended by mutual agreement between the Company and the Union at the District Level. Agreement will not be unreasonably withheld by the Union.

A temporary vacancy may be declared for the following reasons:

- i) To replace employees absent on authorized leaves of absence under Article 16.0;
- ii) To replace employees released for Union business;
- iii) To replace employees released for training;
- iv) To replace employee on short term disability;
- v) To replace employee on vacation;
- vi) To replace employees on long term disability.

Staff reductions will not occur in a classification while a temporary vacancy is being filled in that classification. The temporary vacant position will be awarded to the most senior qualified employee.

#### 11.04 ACTING ASSIGNMENTS

In an effort to develop current employee's skills and qualifications, the Company at their discretion will have the ability to offer acting assignments to employees.

The acting assignment may be awarded at the Employers discretion to the most senior qualified applicant covered under this Agreement or current employees of the Company outside of the bargaining unit.

The acting assignment can be outside of the bargaining unit and/or within a different classification.

An employee that accepts an acting assignment will be compensated at an increased rate of 10% of selected employee's current level of pay and will continue to accrue seniority as per Article 5.0.

Acting assignments will not exceed a period of six (6) consecutive months in any calendar year without the agreement of the Union.

#### 11.05 CO-OP WORK PLACEMENT PROGRAMS (WPP)

In an effort to attract and retain new talent, the Company at their discretion will have the ability to create and staff development Work Placement positions with CO-OP Students.

The Company will authorize WPP and advise the Union in advance of the details with respect to the number of students, work area involved and the duration of the Work Placement program.

CO-OP Students participating in the WPP will be temporarily employed by the Company to learn trades and/or job functions associated with Maintenance and job functions associated with SOCC.

It is not the intent of this program to replace or enhance current full time positions.

CO-OP Students will be allowed to perform tasks covered by the classifications in this Agreement when assigned to a work area. CO-OP Students will not be allowed to work independently and where necessary must be supervised by a licensed AME.

Current Employees covered by this Agreement are expected to assist/participate in such programs.

The Company will ensure that all of the necessary administrative handling will be completed prior to the commencement of the WPP. The CO-OP Student will be considered an Employee of the Company.

This WPP will not adversely affect the shifts, overtime and/or vacation of active employees covered under this Agreement.

CO-OP Students selected for the WPP would be subject to the following:

- i) Will be identified in classification CO-OP Student;
- ii) Will not accrue seniority in the Bargaining Unit;

- iii) Student will be subject to levels under wage scale CO-OP Students as established in Article 8.0;
- iv) Student will not be entitled to benefits, sick leave, vacation, time-bank, shift trades, RRSP, privileges, premiums in addition to hourly pay while employed in a Student position;
- v) Students will become members of the Union and pay dues as prescribed.

Should CO-OP Student eventually be hired by the Company into the Bargaining Unit, he will be subject to probationary period provided for new employees under Article 3.0.

CO-OP Students will not be assigned or utilized for the purposes of overtime, but will be compensated as per Article 10 for any overtime in cases where overtime work cannot be avoided.

The Company will ensure that all of the necessary administrative handling (e.g. security screening) will be completed prior to the commencement of the WPP.

All terms of employment and cessation of employment or WPP will be at the discretion of the Employer.

#### 11.06 APPRENTICE MENTORSHIP PROGRAM (AMP)

The Apprentice Mentorship Program is designed to encourage skill building and cross training between the Aircraft Maintenance Engineers and applicable Company employees outside of the classification.

The AMP applicants will be interested in pursuing aircraft apprenticeship production hours and signing off their Transport Canada Logbook requirements, while continuing with their designated primary roles at the Company.

All AMP applicants must be enrolled and/or completed in an approved Transport Canada training organization/program.

Applicants will be required to apply for the AMP using an outlined application process.

The applicant will be given an opportunity to act in a Maintenance support role while benefiting from the mentorship of the Company's full-time Aircraft Licensed Maintenance Engineers.

The AMP participation is not designed as a gateway to pursuing a career as an AME, but rather to nourish the applicant's current employment and foster a stronger skill set for advancement in a variety of Maintenance operation opportunities at the Company.

The Company will authorize AMP and advise the Union in advance of the details with respect to the number of employees, work area involved and the duration of the AMP.

All terms of AMP and cessation of AMP will be at the discretion of the Employer. The Union will be notified prior to any decisions changing the terms and conditions of the program.

Active permanent full time employees with probationary time allotment completed, included in but not limited to the below list, are eligible:

- Maintenance Planners
- Supply Chain Technicians, Planners
- Technical Records Personnel

The following applicants will not be considered for AMP:

- Employees who have not completed their probation time allotment at the time of application;
- Employees whose current position with the Company that would not benefit from the employee's participation;
- Employees on leave of any kind.

Employee(s) will not be entitled to any additional compensation under the AMP other than their hourly wage entitlement of their current classification.

The AMP will not adversely affect the shifts, overtime and/or vacation of active employees covered under this Agreement.

## 12.0 LAYOFF & RECALL

### 12.01 STAFF REDUCTIONS

- a) Staff reductions will be made within each in section of work by function classification in reverse order of seniority.
- b) It is the sole obligation of the employee to ensure that updated address and contact information is filed with the Company and notify immediately of any subsequent changes, including while on Layoff.
- c) In the event a surplus is declared, employee(s) will be given, by hand or registered mail, written correspondence outlining the following options:
  - i) Elect to fill any vacancy in the same or different classification within their current section of work; or
  - ii) Elect to displace the most junior employee in the same or different classification within their current section of work; or
  - iii) Accept lay-off status, with right of recall; or
  - iv) Elect termination of service with the Company with no right of recall.

*12.01 (c) i) & ii) are subject to the senior employee electing to bump having the required qualification and/or certification to fill the position/vacancy and the ability to perform the duties.*

- d) The Company will not be responsible to train and/or certify the employee in order for them to bump into or retain a position/vacancy.
- e) The required qualification and/or certification will be as established by regulations and/or company requirements.
- f) Failure by the employee to respond within seven (7) days following receipt of the written notice as per 12.01(c), will result in the employee being considered to have accepted layoff.
- g) Failure by the employee to report for duty on the date specified by the Company after having accepted another position under Article 12.01 (c) i) & ii) will result in the employee being deemed to have resigned without notice.

### 12.02 RECALL FROM LAYOFF

- a) Recall will be in order of seniority and as per Article 11.01
- b) Employees, when laid off, must file their address with the Company and notify immediately of any subsequent change of address.



- c) Failure by the employee to respond within seven (7) days after the registered mail or courier postmark date of the recall notice will result in the employee being considered to have resigned without notice.
- d) An employee who declines a recall to a different classification within their section of work remains on layoff. Following a decline, the Company shall not be required to offer them a recall to a different classification within their section of work.
- e) An employee who refuses recall to their classification at their base within their section of work or, after having accepted a position under Article 12.02 and failing to report for duty on the date specified by the Company will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

## 13.0 GROUP HEALTH PLAN

### 13.01 GENERAL

- a) This Section shall represent the minimum standards of coverage available to all employees of the Company. All Employees are provided information on benefit coverage upon date of hire and any subsequent changes in coverage.
- b) The Company may change its insurance provider(s) at any time provided there is no decrease of the insurance benefits. The Company will provide the Union with sixty (60) days to review, and compare for equality, any such change in insurance.
- c) The Company shall inform the Union of the total costs by line of benefit and shall further inform the Union of any changes in provider(s).
- d) Subject to the provisions of the insurance policy, any layoff shall not result in any interruption of benefits to the employees during the first thirty (30) days of each layoff providing the Employee pays his share of any payments due during the thirty (30) day coverage period in advance by payment from his last pay cheque.
- e) Subject to the provisions of the insurance provider, an Employee will receive all benefits during any period of short-term or long-term disability. The Company will continue benefits for Employees on maternity/child leave if the Employee pays its portion of the premium.
- f) The cost of the Group Insurance Plan (Basic & Core plans) will be shared by the Employees and the Company; the employees share being 50% of the cost; the Company's share being 50% of the cost, except where otherwise specified herein.
- g) The Company will provide the Union with thirty (30) days' notice of any premium cost change. They will also, at the same time, provide the Union with any documentation to support such change.
- h) Any refund, rebates or adjustments of the employee's share in the plan will be proportionately redistributed to Employees.

### 13.02 ME TOO

It is understood that if the Company, or any Bargaining Unit within Air Georgian Limited increases any benefits or provisions listed in Article 13.0 to any unionized employee, those benefits or provisions will supersede and replace the current benefits or provisions within Article 13.0.

## 14.0 GROUP RETIREMENT SAVINGS PLAN (GRSP)

### 14.01 GENERAL

- a) All Employees will be provided information on GRSP upon date of hire.
- b) All Employees who have completed three (3) months of active employment will be eligible for the Group RRSP/DPSP.
- c) The Company will choose the GRSP administrator and will advise the Union of any changes a minimum of thirty (30) days prior.
- d) Vesting period will be governed by the terms of the GRSP.

### 14.02 EMPLOYER/EMPLOYEE CONTRIBUTIONS

- a) The eligible employee may contribute up to a maximum of their salary allowed for under the selected GRSP.
- b) The Company will match the eligible employee's contributions up to a maximum of 2% of their salary for the first five (5) years of employment.
- c) After greater than five (5) years of employment, the Company will increase matching contribution up to a maximum of 3% of employee's salary.
- d) Company matching contributions as per the above are contingent on Employee's active continuous service.

14.03 Nothing in this Article prevents the Parties during the life of the collective agreement to jointly explore more viable pension options.

## 15.0 SICK LEAVE

### 15.01 APPLICATION

For the purpose of this Section, sick leave shall mean the period of scheduled working days/hours in an employee's schedule, during which an employee is unable to report for duty as a result of incapacity due to illness and/or injury.

### 15.02 PAY

The Company will pay 100% of the Employee's normal salary while on sick leave absence up to the maximum entitlement in 15.03 per calendar year.

### 15.03 ENTITLEMENT

- a) Each full-time employee working is eligible for fifty-six (56) hours sick leave hours per calendar year.
- b) Employees will receive a pro-rated amount of sick leave based on their schedule and start date with the Company.
- c) Any sick leave hours provided to an employee are non-cumulative. Employees may not cash out any unused sick leave hours, either at the end of the year or any time during or thereafter.
- d) It is the Employees responsibility to monitor their sick leave hours entitlement to ensure that they do not exceed the allowed for amount. Employee will be responsible to reimburse any over-use of sick leave entitlement.
- e) Sick leave pay entitlement will not be reduced from any overtime earnings.

### 15.04 REPORTING SICK

- a) When an employee reports they are unable to work due to illness/injury, his current annual sick leave entitlement will be deducted by each hour(s) the employee was absent from their schedule due to illness and/or injury.
- b) The employee is responsible to make every effort to advise the company as soon as possible, through established reporting procedures of being unable to report for work due illness/injury.
- c) The employee is responsible to call in each day they are scheduled if they are unable to report for work except for cases when the employee has provided documentation in accordance with 15.06 to cover a multi-day period of sick absence.
- d) In the event the employee reports that they unable to work due to injury, they are to advise the company if this is a work related injury or not. This will ensure WSIB process is initiated if the injury is work related.

- e) The employee will receive the normal pay as per the maximum entitlement allowed under 15.03.

#### 15.05 RETURNING TO DUTY

When an employee has booked off due to illness/injury he must subsequently advise their immediate supervisor when he is fit to return to duty within one day prior to returning and/or as soon as possible. The Company reserves the right to request medical documentation in accordance with 15.06 to return the employee back to their duties/schedule.

#### 15.06 DOCTOR CERTIFICATE

The Company reserves the right to ask for a medical documentation at any time of sick leave absence and may request such medical note to come from the Company assigned Doctor or clinic within a reasonable distance from the Employee's domicile/outstation.

The Company will pay for all requested doctor notes. Receipts must be submitted on an expense form submitted to the department Supervisor or Manager.

#### 15.07 LONG TERM ILLNESS OR INJURY

- a) In the event of work related long term related illness or injury, an employee shall be granted a leave of absence until such time as he is able to return to work. Such employee, while on leave, shall retain and accrue seniority in accordance with Article 5.0 & applicable Federal legislation whether or not he is able to maintain any licenses or certificates.
- b) In the event of non-work related long term illness or injury, an employee shall be granted a leave of absence until such time as he is able to return to work. Such employee, while on leave, shall retain and accrue seniority in accordance with Article 5.0 whether or not he is able to maintain any licenses or certificates.
- c) An employee who is returning from long term related illness or injury leave pursuant to the conditions set out in 15.07 (a) and 15.07 (b) shall be permitted to return to position held prior to the leave.
- d) Section 16.01 (d) (able to retain benefits) will apply.

#### 15.08 SHORT TERM DISABILITY

- a) An employee who is unable to perform his/her duties due to non-work related illness or injury shall be eligible for short term disability (weekly indemnity) benefits after three (3) consecutive scheduled work days in which the employee is absent.
- b) An employee who is unable to perform his/her duties due to non-work related accident, injury, or hospitalization shall be eligible for short term disability (weekly indemnity) benefits the first day after the disability or hospitalization occurs.

- c) In cases of non-work related illness or injury, the employee shall apply for short term disability as soon as they are eligible as per section 15.08 (a) above or when they have exhausted their paid sick leave entitlement as per 15.03.
- d) The total cost of the short term disability (weekly indemnity) program shall be covered by the company and the terms and conditions of the program shall be detailed in the “Employee Benefits Booklet” that is distributed to all employees and which outlines all employee benefits as outlined in Article 13.0.

## 16.0 LEAVES OF ABSENCE

### 16.01 GENERAL

- a) The Company will give serious consideration to all requests for leaves of absence and will not unreasonably withhold such requests. Notwithstanding compassionate leaves.
- b) Extended leave period beyond twelve (12) months may be granted, but seniority will not continue to accrue beyond the first twelve (12) month period. In special circumstances, an employee may be granted extended leave of absence and retain and continue to accrue seniority if mutual agreement between the Company and the Union is obtained prior to the expiration of the initial leave period.
- c) If an employee is granted leave of absence for a stated period, and then requests to return to service before the expiration of that period, such early return shall be at the option of the Company.
- d) An employee who is on a leave of absence may choose to maintain all or any benefits normally covered by payroll deduction at 100% employee expense. Such payments for benefits shall be made in advance in the form of monthly post-dated cheques.
- e) An employee shall forfeit his seniority and shall be deemed to have resigned from the Company if he does not return to duty at the expiration of his leave of absence.
- f) An employee on leave of absence shall, not later than forty five (45) days prior to the expiry of his authorized leave of absence, notify the Company in writing of his intention to return.
- g) If a new permanent assignment is awarded to the employee while on leave, he must return from his leave on the commencement of training date, and shall return to full pay at that time.
- h) An employee returning from any authorized leave shall be permitted to resume his last held permanent assignment subject to seniority unless alternate arrangements have been made in writing prior to the leave being approved.
- i) If any qualifications lapse during the leave of absence, the employee shall be available to take the required training and proficiency check(s) during the thirty (30) days immediately preceding his leave expiry.

### 16.02 MATERNITY LEAVE

- a) An employee, at her request, shall be granted up to the maximum Maternity leave of absence allowed for under the provisions of the Canada Labour Code without loss of seniority for each period of pregnancy. This leave shall be deemed to include the Maternity and Child Care entitlement of the Canada Labour Code.
- b) The employee must request her leave of absence in writing accompanied by a Doctor's certificate certifying pregnancy and the estimated date of delivery.

- c) Sections 16.01 will apply to maternity leaves.
- d) Seniority shall accrue while an employee is on maternity leave.

#### 16.03 CHILD CARE LEAVE

- a) An employee, at their request shall be granted up to the maximum Child Care leave of absence allowed for under the provisions of the Canada Labour Code without loss of seniority for each occurrence of birth, adoption, foster or ward custody. This leave shall be deemed to include the child care entitlements of the Canada Labour Code.
- b) The employee must request his leave of absence in writing accompanied by documents verifying the estimated or actual date of birth, adoption, foster or ward custody.
- c) Sections 16.01 will apply to child care leaves.
- d) Seniority shall accrue while an employee is on Child Care leave.

#### 16.04 JURY/WITNESS DUTY

An employee when required to participate in Court activities associated with Jury Duty, or when subpoenaed to appear as a witness, will be granted unpaid leave. Employee must request leave in writing and will provide substantiation of court notifications and confirmation of attendance.

#### 16.05 COMPASSIONATE LEAVE

- a) The Company may, upon request and at its sole discretion, grant an employee a leave of absence without pay for legitimate personal reasons provided operational requirements can be met. The Company shall not unreasonably deny such requests.
- b) The employee shall have the option of using vacation and/or statutory holidays to offset the value of hours work lost as a result of his being unable to work.

#### 16.06 BEREAVEMENT LEAVE

A bereaved employee shall be entitled to paid time off from work on the occasion of a death in their family as outlined below:

- a) For the purpose of this Section, spouse shall be considered as spouse or same sex partner either by marriage or common-law and any reference to a relative shall include step or in-law relatives.
- b) In the case of the death of a spouse or child, the employee is entitled to a leave of fourteen (14) consecutive calendar days commencing on the day immediately following the day of notification of death. Scheduled working days falling within this period will be treated as paid days of leave.



- c) In the case of the death of a parent, the employee is entitled to a leave of five (5) consecutive calendar days commencing on the day immediately following the day of notification of death. Scheduled working days falling within this period will be treated as paid days of leave.
- d) In the event of the death of a grandparent, brother or sister, or any relative permanently residing in the employed household or with whom the employee resides, the employee is entitled to a leave of three (3) consecutive calendar days commencing on the day immediately following the day of notification of death. Scheduled working days falling within this period will be treated as paid days of leave.
- e) In the event of the death of an aunt, uncle or cousin, the employee is entitled to a paid leave of one (1) calendar day to be taken on the day of the funeral or on the day immediately following the day of death.
- f) Bereavement leave may be extended with the approval of the department manager or his designate.
- g) On the occasion of the death of a relative the employee must advise department manager time off for bereavement.

In the application of Section 16.06, one (1) separate day off will be granted for the cremation or burial ceremony; however, this will not result in an increase in the number of working days absent that the employee is entitled to.

## 17.0 VACATION & STATUTORY HOLIDAYS

### 17.01 VACATION GENERAL

The "Vacation Year" shall commence January 1<sup>st</sup> in any year and terminate on December 31<sup>st</sup> of the same year.

Vacation will be limited during the following periods of each vacation year:

- March Break/Spring Break period
  - December 15<sup>th</sup> up to and including January 5<sup>th</sup> (following year)
  - July 1<sup>st</sup> up to and including August 31<sup>st</sup>
- a) Employee vacation bids must be submitted by the 1st day of October for the following year to the Company. Employees are encouraged to submit first, second, and third choices on their bids in the event that their first choice is not available due to someone more senior bidding the same period. Employees are also encouraged to submit a preference of number of days of a specific month that can be assigned by the Company if days are available, should all three vacation choices not be available. Assigned vacation bids will not be changed except by mutual agreement between the Company and the employee.
  - b) The Union will have a representative present to review all bids submitted and vacation granted/denied prior to final response to the employees. The Company will respond with an approval or denial by the 1<sup>st</sup> day of November of the same year as the bid.
  - c) In the event that the employee does not request/bid vacation in accordance with this section, the Company will assign the vacation days to the employee.
  - d) Preference for vacation periods, and/or requests for split vacations will be governed by seniority within each classification.
  - e) The employee may not displace a vacation bid submitted previously under Section 17.01, regardless of seniority. The Company is required to respond with an approval or denial at least thirty (30) days prior to the date of the vacation.
  - f) Vacations are non-cumulative and must be taken during the year in which the employee is eligible.

### 17.02 PAYMENT OF VACATION

#### Payment of Vacation Leave:

An employee while on vacation shall be paid in the regular manner based on their current earnings.

#### Payout of Unused Vacation Leave:

At the end of each vacation year, the Company will calculate the amount of vacation that the employee is entitled to under the terms of this agreement, deduct vacation taken, and will pay the difference, if any by the end of February of the following year at the rate of salary the employee is earning as of December 31<sup>st</sup> (end of vacation year).

Overuse of Vacation Leave:

It is the Employees responsibility to monitor their vacation entitlement to ensure that they do not exceed the allowed for amount. Employee will be responsible to reimburse any over-use of vacation leave entitlement.

17.03 VACATION ENTITLEMENT

- a) For employees with less than one year of service their vacation entitlement will be prorated to the anniversary of their date of hire within the vacation year period.
- b) The employee will accrue vacation entitlement as they work, where the employees' total years of company service will determine the amount of vacation accrued that the employee will receive.
- c) Employees will receive their increased vacation entitlement in the vacation year in which they reach established length of employment requirements.
- d) Employees on compressed work week schedule will have the option to top up one rotation from available hours in time bank.

Annual vacation with pay will be granted to all employees in accordance with the following:

<u>Length of Employment</u>	<u>Vacation Entitlement</u>
From one to < three years	the equivalent of eighty (80) hours
Three years to < five years	the equivalent of ninety-six (96) hours
Five years to < ten years	the equivalent of one hundred twenty (120) hours
Ten or more years	the equivalent of one hundred sixty (160) hours

17.04 STATUTORY HOLIDAYS

The following days shall be considered paid Statutory holidays:

- New Year's Day
- Good Friday
- Thanksgiving Day
- Victoria Day
- Canada Day
- August Civic Holiday (substitution for Remembrance Day)
- Labour Day
- Christmas Day
- Boxing Day

There will be no more than nine (9) paid statutory holidays per calendar year for the duration of this agreement.

Statutory holiday pay shall be equal to one scheduled day of regular hourly wages excluding overtime pay.

In order to be entitled to a statutory holiday with pay the employee must have:

- (a) Worked on their last scheduled working day before the statutory holiday and/or their first scheduled working day after the statutory holiday;
- (b) Have been employed for a minimum of thirty (30) days immediately preceding the holiday.

#### 17.05 SCHEDULED WORK ON STATUTORY HOLIDAY

An employee eligible for statutory holiday pay who is scheduled to work on a paid holiday will receive their statutory holiday payment and may elect one of the following options:

- a) To receive pay for all hours worked from 00:00 – 23:59 on declared statutory holiday date at the rate equal to one and one half (1 ½) times their regular hourly wage;
- b) To select to time-bank all hours worked on from 00:00-23:59 on declared statutory holiday date at the rate equal to their regular hourly wage.

An employee will not be entitled to a statutory holiday with pay if the employee has agreed to work on the holiday and fails to report to work.

#### 17.06 TIME BANK

- a) Hourly time-bank will be capped at a maximum of seventy-two (72) hours anytime during a calendar year.
- b) Should the employee exceed the maximum, all hours in excess of maximum will be paid at the rate equal to their regular hourly wage on following payroll date.
- c) Except for workhours time banked in accordance with 17.05 b), all hours worked deferred to time bank will be accounted for at the rate they were earned:

One overtime hour worked = 1.5 hours of time bank

## 18.0 TRAINING

### 18.01 GENERAL

- a. It is the sole discretion of the Company on who is selected for training and when the selected employee will be offered to undergo training. It is understood that training opportunities will be fairly distributed.
- b. Employees who have successfully completed training will accept all duties assigned by Management upon completion, that is within the employee's ability and that they are legally able to do so. Any monetary increase will be in accordance with Levels under Article 8.0. However, Management will have the discretion to determine level of pay and have the ability to offer increase from current applicable rate level.

### 18.02 MAINTENANCE TRAINING BOND

- a. Training Bond – An employee selected to undergo Endorsement Training shall agree and enter into a training bond prior to the commencement of training for Endorsement Training. Failure to enter into a training bond will result in training being terminated and/or withdrawal from training.
- b. The training bond will be effective for a twenty-four (24) month period, have an initial value determined yearly by the company and will be pro-rated.
- c. The employee shall agree repay the pro-rated remaining amount of the training bond should he resign from the Company before the end of the twenty-four (24) month agreement period or if he has his employment terminated for cause.
- d. An employee who fails Company training may be released from the training bond at the Company's discretion. An employee who is laid off shall be released from the training bond.
- e. Maintenance employees (including apprentices, junior and senior engineers) training standards will be in compliance with Section 12 of the Company Maintenance Policy Manual, and Section 573.06 of the Canadian Aviation Regulations.
- f. The employer has no recourse against Unifor and its local in regards to Article 18.02

## 19.0 UNIFORMS AND GROOMING STANDARDS

### 19.01 GENERAL

- a) Uniforms will be worn at all times and maintained according to standards outlined by the Company which are subject to change.
- b) If the Company makes changes in the supplier, style, colour, or material of the uniform, the Union recommendations regarding any such changes will be considered by the Company.
- c) If the Company introduces any changes in colour or style for any item changed prior to the replacement schedule, the Company shall pay one hundred percent (100%) of the cost involved. The Company shall pay one hundred (100%) of the cost of any item replaced on the item's replacement due date.
- d) The Company shall repair or replace any part of a damaged uniform when such damages occur in the performance of an employee's duties, provided proof thereof is furnished. This does not cover any damage due to gross neglect on the employee's part.
- e) The Company will establish and publish grooming guidelines and standards that must be strictly adhered to by all employees wearing a uniform.

### 19.02 MAINTENANCE EMPLOYEE ENTITLEMENT

- a) The Company will cover one hundred percent (100%) of the cost for the initial allotment as follows:
  - Two (2) pairs of work pants
  - Four (4) Air Georgian work shirts
  - One (1) set of ear equipment
  - One (1) safety vest
- b) The Company will cover fifty percent (50%) of the cost of the following items once every three (3) years:
  - One (1) parka or winter coat
  - One (1) spring coat
  - One (1) rain jacket
  - One (1) rain pants
- c) The Company will reimburse the employee through the Expense Claim process the following items once every two (2) years:
  - One (1) pair of CSA approved safety boots up to a maximum of one hundred fifty (\$150) dollars
  - Two (2) pair of approved insulated work gloves up to a maximum of forty (\$40) dollars

- d) After 12 months of employment the Company shall allot two hundred and fifty dollars (\$250.00) per year on account with the uniform provider.
- e) Maintenance employees shall use this uniform allotment to replace worn-out uniform articles. Only authorized uniform articles shall be purchased with this allotment. Upkeep of the Uniform is the responsibility of the employee and Management has the right to direct employees with or without uniform credit to replace worn-out or damaged uniform articles.
- f) Any uniform purchase exceeding two hundred and fifty dollars (\$250.00) in a given year shall be deducted from the pay.

## 20.0 EXPENSES, LODGING & TRANSPORTION

### 20.01 GENERAL

- a) An employee shall be allowed to incur, and will be reimbursed for, any reasonable necessary expenses when unusual or emergency conditions arise at points where the Company does not have a representative or the representative is unavailable. Such expenses shall be supported with receipts and in accordance with the Company Policies and Procedures manual.
- b) Employee's while away from assigned base on company business (duty), required to report to any base other than their permanent one, when deadheading under orders from the Company, or while on an authorized trip on Company business, will be allowed to claim necessary expenses for hotels, transportation and laundry of Company issue uniform, and will also be paid meal allowance as outlined in section 20.02.
- c) If the Company requires the employee to use his own automobile for transportation, mileage will be paid to the employee at a rate of fifty two cents (\$0.52) per kilometer driven.
- d) For expenses to be reimbursed they must be submitted no later than 30 days from the date of the expense unless prior written arrangements have been made.

### 20.02 MEAL ALLOWANCE

A per diem will be paid to the employee once within each twenty-four (24) hour period when away from assigned base on company business (duty) up to a maximum amount as per one of the following:

Away from base on duty up to and including eight (8) hours; or	\$30.00 CAD
Away from base on duty for a period greater than eight (8) hours	\$ 48.00 CAD

### 20.03 VISA, TRAVEL DOCUMENTS, PASSPORTS

- a) The company shall compensate the employee full costs of any Visas, travel documents, passports and subsequent renewals for any employee who requires travel on Company business.
- b) Employees will be required to have Visas, travel documents and passports on their person at all times when scheduled to work regular or any overtime hours.
- c) The Employee will not be compensated for any expenses associated with acquiring these required documents for travel on Company business (parking, mileage, etc.) and will be expected to obtain these required documents on unscheduled work days.



## 21.0 DISCIPLINE OR DISCHARGE

### 21.1 GENERAL

- a) All disciplinary action, including discharge, must be for just and proper cause. The Union will be advised prior to any meeting.
- b) Where disciplinary or discharge action is considered, the employee involved may, be held out of service with pay pending investigation for a maximum of fifteen (15) calendar days to provide the Company with sufficient time to investigate and consider all factors. This time period may be extended by mutual agreement between the Company and the Union.
- c) During any investigations or hearings, the employee involved shall have Union Representation.
- d) For any investigation(s) or hearing(s), all representatives who are employees of the Company shall be given time off.
- e) When disciplinary or discharge action is taken, the employee will be so notified in writing, with a copy to the Union, stating the precise charge or charges, the nature of the action taken, and stating his right to grieve under the provisions of Article 22.0.
- f) Any employee held out of service pursuant to Section 21.01 b), shall be paid for the time held out of service. The pay shall continue until the employee returns to work or the Company renders a decision on the employee's employment status, including unpaid suspension.
- g) During the period of his suspension, the employee shall be entitled to bid on any vacancy so that when and as relieved of his suspension, he shall resume the duties to which he is entitled by reason of his seniority.
- h) An employee who has been disciplined or discharged may file a grievance in accordance with the provisions of Article 22.0. Throughout these procedures, including arbitration, no evidence or documents relating to incidents or matters which occurred more than twenty-four (24) months prior to the disciplinary action shall be taken into consideration in the taking of such action. Said grievance may be initiated at any step of the grievance or arbitration procedures by mutual agreement between the Company and the Union.
- i) If at any time the employee is fully exonerated, his record shall be adjusted appropriately, and he shall be reinstated without loss of pay.
- j) No employee shall have a misdemeanor noted on his file without receiving written notice of same.

## 22.0 GRIEVANCE PROCEDURE

### 22.01 GENERAL

- a) All agreements reached under the Grievance Procedure between the Company and the Union will be final and binding upon the Company, the Union and Employees, and may include such terms upon which the parties may agree.
- b) The timelines set out in the Grievance Procedure are binding. However, the time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and the Union.
- c) Prior to filing a grievance, the employee(s) having a complaint shall, together with a Union representative if desired, discuss such complaint with their direct Supervisor or Management designate, who shall make every effort to resolve the complaint.
- d) An employee who has a grievance, or group of employees having a grievance dealing with the same issue, including any grievance with respect to the interpretation, application, or alleged violation of this Agreement, shall deal with the grievance in accordance with Section 22.02.
- e) Grievances may be initiated and submitted by the Union on behalf of its members or on its own behalf.
- f) Grievances shall be in writing and include grievance number, the nature of the grievance, the section(s) alleged to have been violated and the remedy sought
- g) All correspondence in regards to Article 22.0 shall be copied to the Union and designated company representative.
- h) If any grievance is not settled in accordance with the procedures set forth in Section 22.02 then such grievance may be referred by the Union or the Company to Arbitration, in accordance with Article 23.0.
- i) The Union and/or the Company may have witness(s) who can give relevant evidence on the matter in question at the Step Two level in accordance with section 22.02. Employees who are witnesses shall be given time off paid up to one (1) hour in duration, subject to Operational requirements to attend Step Two Grievance meeting. Should the Employee be unable to attend, the testimony of the Employee will be entered in writing under Step Two.

### 22.02 GRIEVANCE PROCEDURE

#### STEP ONE

An employee who has a grievance, or group of employees having a grievance dealing with the same issue will have their grievance presented by the Union in writing within fifteen (15) calendar days of the occurrence or awareness of the occurrence to Company Designate and the employee's Supervisor.

The Company will render their decision to the Grievance in writing to the Union within fifteen (15) calendar days of receiving the Grievance.

If the decision of the Company Designate is not acceptable to the grievor(s) or is not rendered within fifteen (15) calendar days, the Union will request the matter move on to Step Two.

#### STEP TWO

The Grievance shall be submitted in writing to the applicable VP within fifteen (15) calendar days of the decision rendered in Step One. The VP shall hold a hearing at a mutually agreeable time with the Union within thirty (30) calendar days.

The Grievor shall attend agreed to date and hearing shall be held at employee's base unless agreed to otherwise by the parties.

Following the Grievance hearing the Company shall render a final decision and respond to the Union in writing no later than fifteen (15) calendar days following the hearing.

## 23.0 ARBITRATION

### 23.01 ARBITRATION GENERAL

- a) Where a difference arises between parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The Notice of Intention to Arbitrate shall state the matter at issue, the nature of relief or remedy sought, and the arbitrator proposed by the party submitting the difference or allegation to arbitration. The notice shall be delivered to the other party with fifteen (15) calendar days of the reply under Step 2 of the Grievance Procedure. The recipient party shall, within fifteen (15) calendar days, advise the other of the name of its proposed arbitrator.
  - b) When either party wishes to have the difference or allegation referred to arbitration, it shall be referred to a single arbitrator. If the parties are unable to agree on an arbitrator, either party may request that the Minister of Labour appoint an arbitrator pursuant to the Canada Labour Code. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
  - c) The Company and the Union will share equally the fees and expenses of the arbitrator appointed herein. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.
  - d) No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the Grievance Procedure set out herein.
  - e) It is agreed by the parties that the Grievance Procedure set out herein constitutes a final and binding settlement process and that Employees covered by this Agreement have no rights of unjust dismissal pursuant to the Canada Labour Code.
- 23.02 All parties shall be given full opportunity to present evidence either documentary or oral, make representations, and call, examine, and cross examine witnesses. Throughout this procedure, the parties shall have the right to be represented by whosoever they may choose and designate.
- 23.03 The Arbitrator shall have the jurisdiction to render any decision which he considers just and equitable. In disciplinary cases, the Arbitrator shall have the authority to determine whether disciplinary action taken by the Company was for just and proper cause and whether it was equitable under the circumstances, and shall have the power to modify a disciplinary action or render such decision as he considers just and equitable, if it deems such action too severe in relation to the gravity of offence.
- 23.04 The time limits specified in this section may be extended by written agreement of the parties. No request for extension will be unnecessarily withheld.

- 23.05 The decision of the Arbitrator shall be final and binding on all parties, and shall be rendered in writing, with reasons therefore, as soon as possible after the hearing.
- 23.06 When a stenographic transcript is taken of the arbitration hearing, in whole or in part, the cost will be borne equally by both parties to the grievance. In the event that it is not mutually agreed that a stenographic transcript of the proceedings shall be taken, any written record available taken of such arbitration hearing made by either party shall be furnished to the other party to the grievance on request, provided that the cost of such written transcript so requested shall be borne equally by both parties to the grievance.

## 24.0 LEGAL

### 24.01 EMPLOYEE COSTS

No employee shall be required to pay for any costs relating to personnel training or for the use of any equipment used in personal training required by the Company. Deposits may be required for items taken home.

No employee shall be required to pay for any damages or costs incurred by the Company in connection with his work for the Company, unless such damage results from his gross negligence or willful misconduct.

### 24.02 ESTATE SETTLEMENT

Any payment that may be due the estate, and not a named beneficiary, of the employee under this Agreement, may be made by the Company by payment to such person as may furnish the Company with a court certificate evidencing his appointment as legal representative of the estate, and the receipt by such person of such payment shall release the Company of any further obligation to the estate of any other person with respect to such payment.

### 24.03 EMPLOYEE FILES

- a) All files kept by the Company on an employee shall, at the employee's request, be made available for his examination in the presence of a member of management. The employee will also be provided either by hand or by registered mail, a copy of any material of a negative or unfavourable nature. As well, the Union and the employee will be provided with an opportunity to view the personnel file and the employee's technical files.
- b) Material of a negative or unfavourable nature not related to technical competency or safety of operations will be removed from an employee's file after twenty-four (24) months and will no longer be deemed admissible as evidence to any disciplinary proceedings.

### 24.04 OPERATIONAL IRREGULARITIES

The Employee on duty, in whose area a serious operating irregularity occurs, will be permitted to attend any Company hearing, or investigation being conducted into the irregularity when it is considered that the actions of the said employee had any bearing on the said irregularity, or on events and circumstances leading thereto. The Employee shall have the right to require the presence of a witness of his own choice, or be represented by his duly accredited representative of representatives at the hearing or investigation.

### 24.05 INDEMNIFICATION

The Company agrees to provide legal counsel as agreed to by the Company and Union, and defend, free of charge, employees and their estates in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered there under, save in the case of gross negligence, willful misconduct or willful regulatory non-compliance.

**25.0 DURATION**

- 25.01 This Agreement shall become effective from Date of Ratification and terminate on May 31<sup>st</sup>, 2021. Within ninety (90) days, but not less than thirty (30) days immediately prior to the termination of this Agreement, the Employer or the Union may initiate negotiations for a renewal of this Agreement.
- 25.02 Where notice to bargain collectively has been given, the Union and the Company shall, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a Collective Agreement.
- 25.03 This Agreement shall remain in full force and effect until superseded by another Collective Agreement or until any statutory extension provided for by the Canada Labour Code has terminated and no renewal Collective Agreement has been made.

The parties have signed this Agreement on the 25<sup>th</sup> day of June, 2018.

For Air Georgian Limited:

For Unifor Local 2002:

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Eric Edmondson  
President & CEO

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Shums Dagda  
Bargaining Committee

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Julie Mailhot  
COO

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Brian Butt  
Bargaining Committee

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Leo Cordeiro  
VP, Strategic Procurement & Technology

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Georgi Kovachev  
Bargaining Committee

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Brock Henderson  
Director, SOCC

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Theresa Amicarelli  
Assistant to the Local President

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Aleksandra Dojcinovic  
Manager, Employee & Labour Relations

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Gary Ellis  
Unifor National Staff Representative

## EXPEDITED ARBITRATION PROCESS

### OVERVIEW

The parties recognize that the constructive resolution of differences related to the interpretation, application, administration or alleged contravention of the Collective Agreement is to their advantage and to the benefit of the bargaining unit. The mediation/arbitration procedure is intended to afford both parties the opportunity to represent their interests and obtain prompt and practical results. Both parties agree that effective dispute resolution has the potential to not only strengthen the relationship between the Company and the Union, but also to contribute to employee satisfaction, productivity and safety in the workplace.

### MEDIATION - ARBITRATION PROCESS

Subject to a party's election under Article 22.0, grievances not resolved at Stage 2 of the grievance procedure will be resolved in the following Mediation - Arbitration process as outlined in this LOU:

#### 1. ISSUES IN DISPUTE

The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer and the Arbitrator at least ten (10) days in advance of the scheduled date of the mediation – arbitration. The Employer will respond in kind within five (5) days of receipt of the Union's summary. In reverse onus situations the Employer will provide its brief first and the above timelines shall apply.

#### 2. MEDIATION

- a) The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.
- b) The mediation sessions are settlement negotiations and are inadmissible in any litigation. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
- c) Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility.
- d) The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. He may ask for additional information or documents. He



may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.

- e) Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
- f) The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
- g) The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement shall be without prejudice unless specifically agreed by the parties to be without prejudice.
- h) The mediator is an independent, impartial professional, and is not an agent or employee of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

### **3. ARBITRATION**

- a) In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately in accordance with the following process. The Mediator in section “D” above will be the Arbitrator. The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of the arbitration.
- b) The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to him by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues. The Arbitrator shall have all the powers and authority as an arbitrator provided under the Canada Labour Code and the current collective agreement between the parties.
- c) All presentations are to be short and concise. They will include a comprehensive opening statement.
- d) The Arbitrator shall within ten (10) days after the close of the hearing deliver his decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issues in dispute.

- e) The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
- f) The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.

#### **4. MEDIATOR/ARBITRATOR**

The Union and Employer appoint Tom Hodges to serve as the sole mediator/arbitrator in this process. He may be replaced at any time by the written mutual agreement of the Union and Employer. If Tom Hodges or any replacement is unable to continue to serve as the sole mediator/arbitrator, the Union and Employer will attempt to agree on an alternate. If the parties do not reach an agreement each party will nominate a mediator/arbitrator. The nominees will serve on a rotating basis. The process for replacing any mediator/arbitrator must be completed within thirty (30) calendar days of the serving mediator/arbitrator's removal.

## LETTER OF UNDERSTANDING #02 - JOINT HARASSMENT INVESTIGATION PROCESS

The Company and Union recognize the right of employees to work in an environment free from harassment. All employees are to treat others with courtesy and respect and to discourage harassment. Violation of the terms of this LOU may be subject to discipline, up to and including dismissal.

This letter of understanding provides for a joint harassment investigation process that the parties will implement on a trial basis for the life of the Collective Agreement. During this trial, the parties agree to meet every six (6) months to review the effectiveness of the process (including whether this joint harassment investigation process should be broadened beyond the application currently outlined in the LOU).

Under this LOU the term, harassment, refers to Discriminatory Harassment, which includes sexual harassment, as well as workplace harassment as defined by the Air Georgian policy on workplace harassment. This reference to the Air Georgian workplace harassment policy does not incorporate the policy into the Collective Agreement.

This process applies to all complaints where the complainant and the respondent (alleged harasser) are both Unifor members. However, in instances where a Unifor represented employee is a complainant or a respondent in an alleged harassment matter that involves an employee from another bargaining unit or management, a Union representative appointed by the Union can attend as an observer to the meetings.

### COMPLAINT PROCESS

All harassment complaints will be addressed in a prompt, confidential and impartial manner. Breaches of confidentiality may be subject to discipline, up to and including discharge.

Employees who believe they are the victim of harassment are encouraged to report the matter through the appropriate process outlined below. Complaints should be reported as promptly as possible and should not be reported more than sixty (60) days following the date of the alleged harassment.

Retaliation in any form against any party in a harassment investigation is unacceptable and may be subject to discipline, up to and including discharge.

All information concerning the complaint will be kept confidential, and all reasonable steps will be taken by the company and the union to ensure this happens. However, any investigation report or summary may be subject to subpoena and become part of the public record. No information concerning the complaint will be placed on the file of any witness unless it is confirmed that a witness has given false testimony or has acted in a vindictive manner.

A complainant, respondent or witness is entitled to bring one support person of their choice from within their workplace (i.e. union representative or co-worker) to meetings or interviews. The support person cannot be party to the investigation, i.e. is a potential witness.

The complainant must start the resolution process at Stage 1.

## STAGE 1 INFORMAL CONFLICT RESOLUTION PROCESS

An employee who believes they are a victim of harassment should make their objection known to the alleged harasser, directly or through a third party, and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for help from their local manager and/or Union representative to facilitate a meeting between the parties. The Union representative and local manager will meet the complainant together to review their concerns and subsequently meet the respondent. The Company and the Union will undertake to meet in order to resolve the matter quickly and appropriately in the spirit of establishing a better working relationship/environment.

At any point the Company or the Union may decide to discontinue the informal process and escalate the matter to Stage 2.

At any point the Parties with mutual agreement may select to outsource the complaint to a mutually agreed to third party investigator and equally share all costs associated with the third party investigation.

While the informal conflict resolution process will not make a determination on whether harassment occurred, the Company may need to address inappropriate behavior on the part of individuals involved in the dispute, and warn that future incidents of inappropriate behavior may result in discipline and the more formal investigation process of Stage 2.

Stage 1 resolutions should be completed within two (2) weeks from the date of the initial complaint.

When complaints are resolved at this stage, the Company and Union will keep a brief summary of the conflict and its resolution in a confidential conflict resolution file for a period of one (1) year from the date of the complaint, at which time the summary will be removed from both the Company and Union's conflict resolution file. The sole purpose of retaining the summary is to address situations of repeated behaviors during this period and to preserve records in the event that a complaint is filed before the Canadian Human Rights Commission.

## STAGE 2 FORMAL CONFLICT RESOLUTION PROCESS

If the matter remains unresolved or the Union or Company has opted to bring the matter to Stage 2, the Complainant will file the complaint in writing with both the Company's Representative and the Union's Human Rights Coordinator. The complaint must be signed and contain sufficient detail.

The Company's Representative will consult with Union's Human Rights Coordinator while establishing the admissibility of the Complaint.

When an investigation is required, the Union and the Company will each select an individual who will act as an investigator or will communicate the names of their designate. Alternatively, the Union and the Company may jointly select an external investigator with all costs shared equally.

The Union and Company designates will conduct a joint investigation to obtain and report the facts. At the beginning of the investigation the complainant's identity and the general nature of the complaint will be communicated to the respondent. The respondent will be given an appropriate amount of information regarding the complaint in order to make a detailed response.

At any time during the formal investigation process the Company can take measures to separate the employees in the workplace, if deemed necessary.

At the completion of the investigation, a joint report will be prepared by the investigators. Where the preparation of a joint report is not possible, the investigators may submit separate reports in which case each will receive a copy of the other's report. Hearsay evidence, third party information and opinions must not be included in the report(s). The report(s) will include the facts of alleged harassment and will provide findings of the harassment complaint. A recommendation to resolve the complaint will be made by the Company investigator. The Union investigator may choose whether or not to submit recommendations.

The report(s) will be submitted to Labour Relations and the President of the Local Union within 14 days of the filing of the complaint.

The Company and Union will each keep a copy of their report(s) in a confidential file for a period of three (3) years from the date of the complaint, at which time the summary will be removed from the Company and Union's conflict resolution file and applicable personnel record, provided that no subsequent conflict resolution process pursuant to this LOU is conducted with respect to the employee.

Within ten (10) days of receiving the investigation report the Company will issue a final decision to resolve the complaint which summarizes the findings of the investigation and indicates whether harassment has been or has not been substantiated. This decision will be communicated in writing to the complainant, the respondent, the Union's Human Rights Coordinator, Labour Relations and the President of the Local Union.

## **REVIEW PROCESS**

Where the complainant and/or respondent is not satisfied with the Company decision, a letter requesting a review of the decision will be sent to Labour Relations within fourteen (14) days of receipt of the decision. The letter will contain sufficient information to detail the reasons why the employee is requesting a review.

Labour Relations and the President of the Local will jointly review the decision.

Where the Union is not satisfied with the outcome of the joint review, the discipline imposed by the Company, or the measures that are implemented in the workplace as a result of the harassment complaint, the Union can file a grievance and refer the matter to expedited arbitration with a single arbitrator who shall be selected by mutual agreement between the Company and the Union. The arbitrator will be selected within fourteen (14) days of the receipt of the decision and will render a decision on the matter within two (2) months following the conclusion of the hearing.

Despite other language in this Collective Agreement regarding the imposition of discipline and the filing of a grievance, the appeal of discipline, excluding discharge, arising from harassment complaints that are initiated under this LOU and thus subject to a joint investigation process, will be resolved through this review process. Accordingly, this review process is not available in cases of harassment which fall beyond the current scope of this joint investigation process (harassment complaints involving members from other unions or management).

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

## TIME LINES

Time lines in the Formal conflict resolution process may be adjusted with the mutual consent of the President of the Local Union and Labour Relations.

**LETTER OF UNDERSTANDING #03 – ARTICLE 2.03**

The Union recognizes the competitive nature of the industry. It is the employer's intent to sufficiently staff their operations. It is understood that contracting out work normally done by unionized employees may become necessary when there are insufficient regular employees available. This contracting out will not be used to replace regular employees or avoid overtime.

Lastly, it is understood that some work is more desirable and contractors will not be specifically targeted for preferable assignments.

**LETTER OF UNDERSTANDING #04 – GROUP HEALTH PLAN (CHANGES)**

Upon ratification, current active employees enrolled in a Group Health plan with the Company will not be subject to any reductions of current plan benefit(s) (as of date of ratification), should the Company make any changes to the provider and/or core plan for the life of the Collective Agreement.



## SOCIAL JUSTICE FUND

The Company agrees to pay into a special fund, five hundred dollars (\$500.00), per year, in each year of this Agreement, for the Union's Social Justice Fund. Payments will be made on a yearly basis, within thirty (30) days of the anniversary date of this Agreement. Such contributions shall be sent by the Company to following address;

UNIFOR Social Justice Fund  
205 Placer Court  
Toronto, Ontario M2H 3H9

Cheques shall be made payable to the UNIFOR Social Justice Fund.

## PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of five hundred (\$500) per year to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto ON M2H 3H9

The Employer will make every effort to approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation minimum thirty (30) days prior leave request to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.