

# COLLECTIVE AGREEMENT #1

Between  
Canadian North



and  
UNIFOR



**December 2, 2020 to December 2, 2023**

**Cargo/Ramp Attendants, Cargo Agents and Coordinators  
Customer Service Agents and Coordinators  
Station Agents/Attendants and Coordinators  
Load Control Agents and Coordinators  
Iniksaliurvik Agents and Coordinators**

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## **Article 1: Purpose of Agreement and Definitions**

- 1.01** The purpose of this Agreement is to set forth the rights of the parties and the rules concerning the wages, hours of work and working conditions, which will apply between the parties. It is recognized by this Agreement to be the duty of the Company and the Employees to cooperate fully so as to provide for the operation of the services of the Company in a manner which will further, to the fullest extent possible, the safety, efficiency and profitability of the operation, and the continuation of employment under reasonable working conditions.
- 1.02** There shall be no strikes or lock-outs so long as the Agreement continues to be in effect pursuant to Article 23.
- 1.03** The rules set forth herein will take precedence over any conflicting rules, policies or procedures developed by the Company. Where the provisions of this Agreement are at a variance with Company regulations, the former will take precedence.
- 1.04** Should any part of this Agreement be rendered invalid by reason of legislation enacted by any Government in 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.
- 1.05** **Definitions**
- 1.05.1** "Agreement" means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by letters signed by responsible Company and Union officers/representatives.
- 1.05.2** "Base" means a geographical location described by an airport code and designated by the Company as a base of operations.
- 1.05.3** "Casual Employee" means an Employee who has been so classified by the Company and works on an as required basis. Such Employee may only be utilized in Bases located north of the 60° parallel.
- 1.05.4** "Company" means Bradley Air Services Ltd. c.o.b. Canadian North, as represented through officers and management at various levels.
- 1.05.5** "Date of Hire" means the first day an Employee is on the Company's payroll.
- 1.05.6** "Emergency" means unforeseen situations which call for immediate action and which could not be predicted nor planned for.
- 1.05.7** "Employee" means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.05.8** "Full time" means an Employee who has been so classified by the Company and who is working the standard hours of service.

- 1.05.9** "General Holiday" means a Company paid Holiday.
- 1.05.10** "Location" means a work location at a Base. Examples of a Location include airport, cargo facility, Customer Contact Centre office, etc.
- 1.05.11** "Part time" means an Employee who has been so classified by the Company and who is working an average of less than the standard hours of service.
- 1.05.12** "Position" means a job held by an Employee inclusive of status, base, classification and title.
- 1.05.13** "Shift" means a period of time within a day, as described in a Work Schedule, for which an employee is required to work.
- 1.05.14** "Work Schedule" means a projection of all Employees' Shifts at a Location with regard to days worked and days off, including Shift starting and terminating times.
- 1.05.15** "Specialized Work Function" means a specialized function so classified in Appendix "A" of the Agreement.
- 1.05.16** "Status" means an Employee hired as Full time or Part time or casual.
- 1.05.17** "Union" means Unifor and its Local 2002.
- 1.05.18** "Vacancy" means an unfilled position, as determined by the Company, within the scope of the agreement.

## **Article 2: Recognition**

- 2.01** The Company recognizes the Union as the sole bargaining agent for all Employees performing the duties described on the Certification Order No.: 11505-U.
  
- 2.02** The provisions of this Agreement apply only to those employees employed within the territorial limits of Canada, and coming within the scope of this Agreement, defined under Article 4 herein.
  
- 2.03** Persons outside the bargaining unit will not perform bargaining unit work except in unusual circumstances which arise suddenly and/or where special assistance is required to avoid abnormal delay to the customer or the operation.

## **Article 3: Management Rights**

- 3.01** Management of the Company and the direction of the working force are vested solely and exclusively in the Company, and shall not in any way be abridged except for specific restrictions as set forth in this Agreement or by law.
- 3.02** The Company hereby retains the sole and exclusive control over any and all matters concerning the operation, management and administration of its business.
- 3.03** Without limiting the generality of the foregoing, the Company's rights shall include the right to:
- a) select, hire, transfer, promote and demote Employees and to discipline or discharge Employees for just cause, to require Employees to observe Company rules and regulations not inconsistent with the terms of this Agreement;
  - b) maintain order, discipline and efficiency;
  - c) determine and change the service and business of the Company and the schedules with respect to same;
  - d) determine and change the geographic locations where the Company's business is carried on;
  - e) determine and change the methods of carrying out the Company's business and service;
  - f) set and measure Uniform standards for the performance of work;
  - g) designate the work to be performed by the Employee in accordance with Article 4; and
  - h) designate the work to be performed by the Employees in accordance with Article 6
- 3.04** The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth herein. The Company therefore retains all rights not otherwise specifically covered by the Agreement.
- 3.05** Any of these rights shall not infringe an Employee's right to initiate a grievance in the manner provided for in this Agreement. All management rights are subject to the provisions of the Agreement and shall not be exercised in a manner inconsistent with these provisions.

## **Article 4: Scope of the Agreement**

- 4.01** All persons who perform the work as defined in the following classifications for the Company are covered by the Agreement:
- (1) Cargo Services
  - (2) Customer Services
  - (3) Station Services
  - (4) Iniksaliurvik
  - (5) Load Control
- 4.02** All personnel who perform work in the following positions shall be included in the Cargo Services classification:
- (1) Cargo/Ramp Services Coordinator
  - (2) Cargo Agent
  - (3) Cargo/Ramp Attendant
- 4.03** All personnel who perform the work in the following positions shall be in the Customer Services classification:
- (1) Customer Services Coordinator
  - (2) Customer Services Agent
- 4.04** All persons who perform work in the following positions shall be included in the Station Services classification:
- (1) Station Coordinator
  - (2) Station Agent
  - (3) Station Attendant
- 4.05** All persons who perform work in the following positions shall be included in the Iniksaliurvik classification:
- (1) Iniksaliurvik Coordinator
  - (2) Iniksaliurvik Agent
- 4.06** All persons who perform work in the following positions shall be included in the Load Control classification:
- (1) Load Control Coordinator
  - (2) Load Control Agent
- 4.07** **Cargo Services Coordinator**  
The principal function of a Cargo Services Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise, customer service and operational demands and to carry out related administrative duties while remaining a full working member of the group performing the duties of a Cargo Agent or Cargo/Ramp Attendant. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction.

They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Cargo Services

Coordinator may vary according to the work Location. The Cargo Services Coordinator shall perform other duties and functions related to the foregoing. Must be able to obtain and maintain an aircraft towing license (D)

**4.08 Cargo Agent**

Comprises all those who perform any of the following functions:

- Assist with claims for damaged or missing goods
- Maintain records as required
- Record flight arrival and departing times
- Conduct radio communications with the aircraft
- Process load control data
- Issue Airway Bills and process sales reports for deposit
- Disseminate information
- Process shipment and reception of all cargo
- Initiate claims resulting from missing and damaged cargo
- Perform other duties and functions related to the foregoing
- Assist Cargo/Ramp Attendant Agent if so required
- Cargo reservations create reservations and compute fares for customers

**4.09 Cargo/Ramp Attendant**

Comprises all those who perform any of the following functions:

- Handle all cargo
- Provide services to the aircraft on the ground as required
- Perform all warehouse related duties
- Assist Customer Service Agents if so required
- Assist passengers with mobility and special needs
- Perform commissary duties
- Assist with reconfiguration of aircraft as required
- Perform other duties and functions related to the foregoing
- Process airway bills
- Assist Cargo Agents if so required

**4.10 Customer Services Coordinator**

The principal function of a Customer Services Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise, customer service and operational demands and to carry out related administrative duties while remaining a full working member of the group performing the duties of a Customer Services Agent and Station Agent. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Customer Services Coordinator may vary according to the work Location. The Customer Services Coordinator shall perform other duties and functions related to the foregoing.

**4.11 Customer Services Agent**

Comprises all those who perform any of the following customer service functions,

- Process passengers

- Make reservations
- Compute fares
- Disseminate information
- Respond to travel agency inquiries
- Assist passengers with mobility and special needs
- Issue tickets and process sales reports for deposit
- Assemble, control and transmit reservations and passenger data
- Administer Staff Travel and employee travel both business and pleasure
- Maintain records as required
- Process baggage
- Process claims for damaged or missing baggage
- Record flight arrival and departure times
- Conduct radio communications with the aircraft
- Provide load data
- Assist the Cargo/Ramp Attendant if so required with the processing of carry-on baggage, placement of cones etc, would not be required to load plane
- Perform other duties and functions related to the foregoing
- Provide Web support as required

#### **4.12 Iniksaliurvik Coordinator**

The principal function of an Iniksaliurvik Coordinator is to provide leadership, support and direction to a group of Employees in the areas of hospitality and operational demands and to carry out related administrative duties while remaining a full working member of the group performing the duties of an Iniksaliurnirmut Tatigiit Agent. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Iniksaliurnirmut Tatigiit Coordinator may vary according to the work Location. The Iniksaliurnirmut Tatigiit Coordinator shall perform other duties and functions related to the foregoing.

#### **4.13 Iniksaliurvik Agent**

Comprises all those who perform any of the following Medical Desk functions,

- Process reservations
- Issue tickets
- IRROPS
- Complete medical and duty travel requests
- Communication with Government Officials and complete reports as required
- Provide service in Inuktitut, or other Inuit languages
- Assist the Customer Service Agents with language requirements
- Be present at the departure gate to make announcements in Inuktitut, or other Inuit language, when requested
- Disseminate information
- Serve as a liaison between the customers and the Customer Service Agents to respond to any concerns
- Assist the training department as needed for translation purposes

- Participate in special events as required
- Perform other duties as assigned

**4.14 Load Control Agents**

Comprises all those who perform any of the following functions:

- Complete aircraft weight and balance calculations ensuring procedures meet safety regulations and guidelines as required
- Process and resolve operational problems as they arise
- Process critical operational information in a timely manner
- Transmit and input information in a variety of ways air-to-ground radio, load planning software, hand-held radio, email, phone, fax, reservations system, etc;
- Maintain accurate record keeping as required by various government agencies and Company polices;
- Provide support and effective handover to the other Load Control Agents
- Ensure that all workplace issues, including barriers to high level customer service, are brought to the attention of the Supervisor

**4.15 Load Control Coordinator**

The principal function of a Load Control Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise, customer service and operational demands and to carry out related administrative duties while remaining a full working member of the group performing the duties of a Load Control. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Load Control may vary according to the work Location. The Load Control Coordinator shall perform other duties and functions related to the foregoing.

**4.16 Station Coordinator**

Comprises all those who perform the following functions:

- The duties and responsibilities of a Cargo Services Coordinator and a Customer Services Coordinator.

**4.17 Station Agent**

Comprises all those who perform the following functions:

- The duties and responsibilities of a Cargo Agent and a Customer Services Agent and a Cargo/Ramp Attendant.

**4.18 Station Attendant**

Comprises all those who perform the following functions:

- The duties and responsibilities of a Cargo/Ramp Attendant

**4.19** The Company reserves the right to designate the language requirement for any position, Location and Base in accordance with the Official Languages Act.

**4.20** The Company will be exempt from the terms of Article 2.02 where there are seven (7) or less bargaining unit members.

## Article 5: Pay Scales

- 5.01** Each Employee in the bargaining unit as of the date of ratification shall be assigned a rate of pay on the applicable pay scale in Article 5.04 effective May 8, 2012.
- 5.02** Full time and Part time Employees shall move up to the next level upon completion of twelve (12) months continuous employment. Casual Employees shall move up to the next level upon the completion of 1040 hours worked at the previous level.
- 5.03** The following hourly rates are the pay scales for the positions covered by this Agreement:

**Agent/Attendant Pay Scale**

Level	time at level	Dec 2020	Dec 2021	Dec 2022
1	6 months	\$16.10	\$16.35	\$16.60
2	6 months	\$16.60	\$16.85	\$17.10
3	6 months	\$17.10	\$17.35	\$17.60
4	6 months	\$17.60	\$17.85	\$18.10
5	12 months	\$18.35	\$18.60	\$18.85
6	12 months	\$19.10	\$19.35	\$19.60
7	12 months	\$19.85	\$20.10	\$20.35
8	12 months	\$20.60	\$20.85	\$21.10
9	12 months	\$21.35	\$21.60	\$21.85
10	12 months	\$22.10	\$22.35	\$22.60
11	12 months	\$22.85	\$23.10	\$23.35

Employees at the top of the scale would receive a 1% lump sum to be paid annually on the date of ratification for the duration of this agreement

### Premiums

Coordinators shall receive a premium of \$3.00/hour in addition to the appropriate Agent pay rate. When an Employee is designated as an "Acting Coordinator", that Employee will receive the premium for the hours worked as such.

### Ramp

For employees in the specialized work function of Ramp (Attendant or Coordinator) the following premium would apply for those who are certified to do the work.

- De-icing \$0.15/ hour
- Tow/Pushback and/or Cargo Pallet Loader \$0.15/hour
- Coordinators are required to be certified to perform all duties identified above and would receive a premium of \$0.30/hour
- Ramp Attendants who have achieved certification in all duties would also receive a premium of \$0.30/hour

### Other Premiums

- Passengers servicing employees (CSA/SA/CA/IT) who are fluently bilingual and able to serve our beneficiaries in their traditional Inuit languages \$1.00/hour

- Load Control Agent \$2.50/hour
- Load Control Coordinator \$3.50/hour, this premium is in place of the coordinator premium identified above
- Operations Agent \$0.50/hour

**5.04 Northern Living Allowance (NLA)**

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

Rotational and Non-Rotational Employees who reside in Company provided housing are not entitled to receive the northern living allowance.

For the purpose of this article the “North” is defined as being locations which are north of 55 degrees latitude.

For permanent northern residents in a rotational position with staff housing they will receive 50% of the above applicable NLA.

**5.05** Pay cheques will be issued every two (2) weeks on Friday.

**5.06**

- a) Any Employee required to perform work of a higher classification for less than four (4) hours will receive the higher rate of pay for the time worked. For four (4) hours or more, they will receive the higher rate of pay for the full Shift.
- b) 5.06 (a) will apply to an Employee who is requested by Management to train a new Employee from a Company-approved training program. This will apply to on-the-job training; however, it will not apply to job shadowing.

## **Article 6: Hours of Work**

- 6.01** The Union and Company recognize that the Company is a twenty-four (24) hour, seven (7) days a week, 365 days per year continuous operation and that operational demands placed on the Company require that scheduling of Employees meet those demands.
- 6.02** The standard work week shall be forty (40) hours. The hours of work in this Agreement do not constitute a guarantee of minimum hours of work per day, or per week, or per month.
- 6.03** Part time Employees shall be scheduled for a minimum of twenty-four (24) hours up to a maximum of thirty-four (34) hours per week.
- 6.04** A modified work schedule will be acceptable as long as all provisions under the Canada Labour Code are adhered to, and both parties agree to the modification.
- 6.05** Where casual employment is resorted to due to significant fluctuations in the operation that arise from time to time, the Company is in agreement that care must be taken to avoid deterioration of the conditions and scheduling of both Full time and Part time Employees at the Base.
- 6.06** Shift Schedules/Shift Schedule Bids
- 6.06.01** Shift Schedules will be developed by the Company as follows:
- i. Full time
  - ii. Part time
  - iii. Casual
- 6.06.02** The Company will advise the Union if a notable impact to its flight schedule or work schedule is being contemplated. The Union may request a meeting with the Company to review scheduling and staffing concerns. If the Union requests, a local joint scheduling committee will be formed. Where no local joint scheduling committee exists, the District Chairperson may review the proposed schedule with the applicable work location.
- The local joint scheduling committee, or where none exists, the District Chairperson, will work with management on an alternate schedule. Should the schedule meet the Company's manpower and scheduling requirements (as determined by the Company), it will be implemented. Such approval will not be unreasonably withheld. Failing a suitable alternative, the original Company's schedule will be maintained. Schedules may include modified work arrangements.
- 6.06.03** Days off for a full time Employee will be consecutive with a minimum of two (2) consecutive days off per week unless mutually agreed otherwise between the Union and the Company.
- 6.06.04** Days off for part time employees will be consecutive unless mutually agreed to by the Union and the Company. In the event it is not operationally possible to provide consecutive days off, the days off shall not be less than 2/7 of the total number of days per cycle. There shall be no split Shifts unless mutually agreed otherwise between the Union and the Company.

**6.06.05** Shift Schedules will indicate the position, Status, and work function (i.e. Coordinators, Operations, Specialty Desk, Load Control, Warehouse, other carriers other than Canadian North etc.), start and stop times and days off and on.

**6.06.06 Casual Employees**

Casuals who do not work any shift in a six (6) month period will be removed from the casual list.

**6.06.07 Casual Employees in Yellowknife and Iqaluit**

In YZF and YFB the casuals shall not exceed 15% of employees per location. In the event that 15% results in less than 2 casuals, 2 casuals will be permitted.

Casuals in YZF and YFB who do not work any shift in a three (3) month period will be removed from the casual list.

Additional hours that become available after the work schedule has been finalized the hours will first be offered to FT/PT employees prior to the use of casuals.

Additional shifts that are available but unable to be scheduled in FT/PT blocks will be identified on the work scheduled bid and will be available for PT and Casual employees to bid. The shift will be awarded to part time employee first and then to casual employees.

**6.06.08**

- a) At all Locations, Employees working in a Specialized Work Function will be required to bid within that work function for twelve (12) months. The one (1) year period shall be from the beginning of April to the end of March of the following year. Employees will be required to bid Shifts which are within the same Specialized Work Function as they had been working immediately preceding a schedule change. Additional information is contained in Appendix "A".
- b) Employees working third party handling (e.g. United Airlines) function will be required to bid that work function for twenty-four (24) months. Employees may request to bid out after twelve (12) months and approval will be at the Company's discretion subject to requirements and training availability.
- c) Employees in the Specialized Work Function who wish to bid out after the 12 or 24-month period must give 90 days' written notice prior to April 1st of their intent to do so.

Once awarded a specialized work function the employee may stay in that specialized work function until such time that he/she chooses to bid out or should there be a reduction in the specialized function the most junior person will be affected.

- d) Vacant position as of April 1st in the Specialized Work Function will be open to all Employees in that classification. The opening will be indicated on the Shift bid and will be assigned based on Classification Seniority.

**6.06.09** Schedule Bids will be posted at least fourteen (14) days prior to implementation or shorter period by mutual written agreement between the company and the Union. Employees will be given a minimum of four (4) calendar days to select their shifts and the Work Schedule will be finalized seven (7) days prior to effective date

- 6.06.10** Shift Schedules will be bid in order of Classification Seniority. The Company may initiate a Shift Schedule bid at its sole discretion based on operational requirements. The Company shall initiate a minimum of two (2) such Shift Schedule bids annually.
- 6.06.11** The Company will keep and make available to the Union upon request the shift bid sheets should a dispute in the bidding or awarding of shifts arise.
- 6.06.12** An Employee shall be clocked in, dressed in his full Uniform, and be ready to commence work at the start of his shift. All Employees who are walking through the airport must be in full Uniform at all times or wear personal clothing.
- 6.06.13** Training will be scheduled in conjunction with shift bids. In the event this is not possible, training will be planned during an Employee's regularly scheduled work day(s) unless mutually agreed between the Company and the Employee.

## **6.07 Reassignment**

- 6.07.01** Where operational requirements dictate non-permanent changes to the schedule, employees will be provided with at least forty-eight hours (48) notice of a shift change and not less than fourteen (14) days' notice of a change of days off. These limits may be reduced by mutual agreement between the affected employee and the Company. Where more than one employee is working the same shift, the shift change will be offered in order of seniority to those employees working the same shift provided that the change does not result in overtime which could otherwise be avoided. If the reassignment is as a result of a service change by a third party contractor, the minimum notice period may be reduced to twenty-four (24) hours. When operational requirements dictate, the Company may request qualified volunteers to work at another Location within the Base. If there are no volunteers, the Company may assign a qualified Employee within the same classification to work at another Location within the Base. For the purposes of this Article, Kanata and Ottawa are considered to be the same Base.
- 6.07.02** Employees sent home by Management due to operational safety concerns caused by severe stormy weather will be paid for the duration of their scheduled shift.

## **6.08 Meal and Rest Periods**

### **6.08.01**

- a) Employees working a Shift of eight (8) hours or more shall be entitled to a thirty (30) minute meal period which shall be unpaid.
- b) A fifteen (15) minute paid rest period will be provided for each complete four (4) hour block of a Shift. Rest breaks should be taken in a manner which does not defeat the purpose of providing rest breaks. Where possible, rest periods should be taken close to the halfway point of each four-hour block.

### **6.08.02**

- a) Employees working a Shift of less than eight (8) hours, but more than four (4) hours shall be entitled to a fifteen (15) minute meal period which shall be unpaid.
- b) A fifteen (15) minute paid rest period will be provided for each complete four (4) hour block of a Shift. Rest breaks should be taken in a manner which does not defeat the purpose of providing rest breaks.

**6.09 Rest Between Shifts**

**6.09.01** All Shift Schedules or reassignments will contain periods of not less than ten (10) consecutive hours off duty between Shift termination and the commencement of the next Shift.

**6.09.02** If an Employee is unable to receive the rest period due to an overtime draft, the Employee may choose:

- a) To report for their next Shift as scheduled and be paid the overtime rate for hours falling within the ten (10) hour rest period; or
- b) To report for duty after the required ten (10) hour rest period with no loss in pay for the regular Shift. The Company may require the Employee to fulfill the total number of hours scheduled for that day. The Employee will be paid overtime rates for the hours falling outside their scheduled Shift.

**6.09.03** Employees who Shift trade under Article 6.10 will not be eligible for the provisions of 6.09.02.

**6.10 Shift Trades**

Employees will have the right to trade Shifts and days off or to arrange for another Employee to work their Shift subject to approval and the following conditions:

- a) The employee covering the shift must work in the same position and Location and possess the ability to do the job of the person with whom they are trading.
- b) The shift trade must be signed by a Coordinator to be deemed approved. In the event that a Coordinator is unavailable, Management can approve the trade. Such approval will not be unreasonably withheld;
- c) All trades involving a coordinator must be approved by Management;
- d) All applicable work time credits, overtime, time bank, pension, benefits and sick leave provisions, for the scheduled duration of the shift, will be credited to the employee who actually works the shift.
- e) Employees are able to use their time bank to offset the potential impact to their earnings that they experience as a result of Positive Pay when they have elected to shift trade.
- f) Employees shall advise their Coordinator of the Shift trade and any cancellations at least twenty-four (24) hours in advance or any shorter notice that may be agreed upon between the Coordinator and the Employees concerned. These arrangements will be in writing and signed by the Employees and the Coordinator. Once signed, the Employee(s) agrees to work the Shift and assumes full responsibility for the exchanged Shift;
- g) The provisions of Article 6.07 regarding hours off duty will not apply;
- h) Shift changes shall not result in additional cost to the Company and the Company shall not be liable or responsible should a dispute arise between Employees as a result of a Shift trade;
- i) The Company and the Union recognize that an Employee's entitlement to exchange Shifts is not intended to allow Employees, for all intents and purposes, to trade away her Shift Schedule;
- j) Employees will be required to maintain an average of twenty (20) hours per week of time worked as calculated on a quarterly basis. Any employee who falls below twenty (20) hours per week will have their shift trade privileges suspended for the following quarter; and
- k) Any difficulties which are anticipated or arise from the exercise of Shift exchanges will be

discussed and resolved by the District Chairperson and local management, or if necessary, will be referred to a higher level.

**6.11 Language Requirement**

To ensure the Company's ability to provide language service to our customers, it is agreed that the following will apply:

- a) The Company will designate Shift blocks which require specific language capabilities.
- b) Shift blocks will be developed in accordance with Article 6.04 for identified language requirements.
- c) Vacancies for language blocks will first be filled in by those Employees possessing the required language capabilities. In the event the designated language vacancies are not filled by those Employees, the blocks will be made available to all Employees.

## **Article 7: Overtime and Recall**

- 7.01** Overtime will be all hours worked in excess of employee's regular scheduled shift. Overtime shall be voluntary except in situations of Emergency as defined in the Agreement. Where the Company must draft an Employee to work it will be in inverse order of Classification Seniority of those on Shift who are qualified to do the work.
- 7.02** Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime, as equitably as practicable. Overtime is to be proffered using the most cost efficient manner based on Article 7.03. Overtime will be offered in accordance with the following provisions:
- a) Overtime will be offered to volunteers on shift if overtime is consecutive with their shift
  - b) Remaining overtime will be assigned to qualified employees who have placed their names on the overtime volunteer list
  - c) Overtime remaining unassigned after the foregoing will be assigned in reverse order of seniority to employee(s) on shift.
  - d) The Company shall keep a log book of all overtime offered in Article (a), (b), (c), which will be available to the Union for review.

### **7.03 Pay for Overtime**

**7.03.01** Full time Employees who work in excess of the standard hours of work, as defined under Article 6.02 shall be paid overtime for that additional time at the rate of one and one half times (1.5X) their hourly rate.

#### **7.03.02**

- a) Part time and Casual Employees will be paid straight time wages until the total hours in a calendar week exceed forty (40) hours, the standard hours of work, at which point overtime will apply to excess hours, and the rate of time and one half (1.5X) will be applicable.
- b) Part time and Casual Employees who are scheduled for a Shift of less than eight (8) hours will be paid straight time wages until the total hours in a Shift exceed eight (8) hours, at which point overtime will apply to the excess hours, and the rate of time and one half (1.5X) will be applicable.
- c) Part time and Casual Employees who are scheduled for a Shift of eight (8) hours or greater will be paid straight time wages until the total hours scheduled in a Shift, at which point overtime will apply to the excess hours, and the rate of time and one half (1.5X) will be applicable.

#### **For further clarification:**

- i. A Part time Employee who is scheduled for an 8-hour Shift actually works 11 hours, due to an IROPS. She will be paid 8 hours at straight time and 3 hours at time and one half (1.5X).
- ii. A Part time Employee who is scheduled for a 4-hour Shift actually works 13 hours, due to an IROPS. She will be paid 8 hours at straight time and 5 hours at time and one half (1.5X).
- iii. A Part time Employee who is scheduled for a 10-hour Shift actually works 13 hours, due to an IROPS. She will be paid 10 hours at straight time and 3 hours at time and one half (1.5X).

- 7.04** Overtime will be computed and paid on the following pay period or banked as per the Employee's choice to the nearest minute, or as otherwise provided under a modified or averaged work schedule.
- 7.04.01** Overtime for Employees on a rotational schedule shall be paid on the payday following the pay period in which the rotational cycle ends.
- 7.05** When Employees work overtime, they shall not be asked to leave work during their regular working hours to equalize the time.
- 7.06** **Breaks**  
When it is expected that the Employee will be working a minimum of two (2) hours beyond their regular Shift, and time permits, they shall be entitled to a paid fifteen (15) minute break prior to the commencement of the overtime and a further fifteen (15) minute break every two (2) hours for the duration of the overtime.
- 7.07** Recall
- a) A Full time Employee recalled to work after having left work following completion of his regular Shift or assignment or on a day off, shall be paid time and one half (1.5X) the hourly rate with a minimum of four (4) hours guaranteed. Where the minimum is paid, the Company may require the Employee to work the corresponding hours.
  - b) A Part time or Casual employee recalled to work after having left work following the completion of his regular Shift or assignment or on a day off shall have a minimum of four (4) hours guaranteed. In accordance with 7.03.02(a) Part time and Casual employees will be paid straight time wages until the total hours in a week exceed forty (40) or the total hours in a shift are exceeded in accordance with 7.03.02 (b) and (c), at which point overtime will apply to excess hours, and the rate of time and one half (1.5X) will be applicable.
- 7.08** **Meal Allowances**  
Where meals cannot be provided by the Company, a meal allowance of twelve dollars (\$15.00) will be provided to full time Employees who work more than 2 hours beyond the regularly schedule shift.
- Where meals cannot be provided by the Company, a meal allowance of twelve dollars (\$15.00) will be provided to part time employees provided they have worked a minimum of 10 hours. If they are scheduled for 10 hours or more the meal allowance will be paid provided they work more than 2 hours beyond the scheduled shift.
- 7.09** **Overtime Bank**
- 7.09.01**
- a) Non-Rotational Employees will have the option to bank overtime and statutory holidays.
  - b) Rotational Employees will have the option to bank overtime and statutory holidays worked, this time bank cannot be used for the purpose of taking time off work.

However, with pre-approval of Management/Director time bank may be used for the purpose of taking time off work.

- 7.09.02** Banking of overtime will be on the basis of one and one half (1.5) hours for each hour of overtime. For example, an Employee who works and submits two (2) hours of overtime will have his/her bank credited with three (3) hours.
- 7.09.03** Part time Employees will have the option to bank any additional hours worked in excess of their scheduled shift including General Holiday hours. These hours will be credited at the appropriate rate of pay as outlined in 7.03.02.
- 7.09.04** Following the vacation bid, Non-Rotational Employees will have the ability to request time off to increase their vacation allotment up to an additional two (2) weeks, provided they have the time in their time banks. Such time off must be taken from the Employee's time bank in a minimum of one (1) week blocks. Time off will be approved by Bargaining Unit Seniority order subject to operational requirements at least four (4) weeks in advance. Banked time of less than one (1) week will be granted subject to operational requirements on a first come, first served basis.
- 7.09.05** No Employee shall be permitted to have a negative balance in their time bank.
- 7.09.06** Where an Employee receives a pay change, previously earned time bank hours will be adjusted in order that the time bank dollars remain consistent.
- 7.09.07**
- a) Non-Rotational Employees may also request time off on a guaranteed basis. Under these circumstances the Employee may be required to reimburse the Company with the actual hours required to cover the Shift on an overtime basis, however no less than the actual time off requested.
  - b) The Non-Rotational Employee shall submit a request, in writing, at least 72 hours prior to the requested day off. The Employee must have sufficient time in their time bank, and verification of such at the time of the request may be required. The Company must respond, in writing, within 48 hours of receiving the request. No Employee shall be drafted in order to cover the Shift.

## Article 8: Assignment Away From Home Base

- 8.01** Assignment of Employees to work away from home Base will be on the basis of the most senior qualified volunteer available in the appropriate classification providing the Employee meets the requirements or qualifications. In the event of an Emergency, the Company may assign a qualified Employee if there are no volunteers.
- 8.02** The Company agrees that as much notice as possible shall be given to Employees assigned to work away from their home Base; in no event will the notice be less than three (3) calendar days' notice. Such notice may be reduced by the mutual agreement between the Company and the Employee involved.
- 8.03** Travel
- 8.03.01** Suitable arrangements will be made for duty travel.
- 8.03.02** Travel time, including sixty (60) minutes pre-flight and thirty (30) minutes post flight ground time if any Employee is traveling by air, will be considered time worked and paid at straight time.
- 8.03.03** An Employee, who travels on a scheduled workday, will not be debited if travel time is less than their scheduled Shift.
- 8.04** Expenses
- 8.04.01** Meal allowances for individual meals are as indicated in the schedule below, along with the per diem amount for meals as represented by the "daily total" amount.

MEAL	NORTH	ALL OTHER LOCATIONS
BREAKFAST	\$13.00	\$10.00
LUNCH	\$16.00	\$14.00
DINNER	\$26.00	\$20.00
SNACK	\$10.00	\$8.00
DAILY TOTAL	\$65.00	\$52.00

With the exception of employees assigned to staff housing where food is supplied, employees away from home on business requiring an overnight stay, shall be entitled to meal per diem in accordance with the daily total noted in 8.04.01 above.

On the day of departure from home on business, the employee shall be entitled to the daily total noted in 8.04.01 above, based on the point (i.e. location) of arrival on that day.

On the day the employee returns home, he/she shall be entitled to fifty (50) percent of the daily total noted in 8.04.01 above, based on the point and time of arrival on that day.

Employees will not be entitled to meal allowances for day trips.

- 8.04.02** Should meal allowances in the HR Manual increase, Unifor Employees will be entitled to these

increased amounts.

- 8.04.03** The Employee shall receive a twenty dollar (\$20.00) premium for all days away from Home Base including departure date. If the Employee travels away from Home Base and returns the same day, he will be entitled to this premium provided that his hours of work on the travel day exceed his normal scheduled hours for that day. This premium does not apply when an employee is being trained, but does apply if an employee is requested to be a trainer.
- 8.04.04** Where the Company requires an Employee to obtain a passport, the Company shall pay for all regular passport fees.

## **Article 9: Probation**

### **9.01**

- a) All new Employees shall be required to serve a probationary period. Employees shall serve a probationary period of six (6) months active employment at work.
- b) The Company shall conduct a review of all permanent probationary Employees between ninety (90) and one hundred and twenty (120) days of employment. A copy of the review shall be provided to the Employee and to the Union District Chairperson.
- c) By mutual agreement, the probation period may be extended by an additional three (3) months. Any such extension will be made in writing to the probationary Employee with a copy to the Union.

### **9.02**

The Company has the sole right to discharge probationary Employees during their probationary period who are found to be unsuitable for continued employment.

### **9.03**

In the event of a staff reduction, probationary Employees will be affected in inverse order of seniority and shall have right of recall for one (1) year, but only to the same work Location from which he/she was laid off. In the event of recall, he/she shall be required to serve the remaining time of the probationary period or a sixty (60) day probationary period, whichever is greater. If the Employee has not returned to work within the one (1) year period, his/her employment record will be closed. It is the Employee's responsibility to keep the Human Resources department advised of their current mailing address.

## **Article 10: Seniority**

- 10.01** "Bargaining Unit Seniority" means the length of service within the bargaining unit and shall commence on the date of hire into a permanent position (Full time or Part time) within the scope of the Agreement. Bargaining Unit Seniority shall be used to determine:
- Vacation preference
  - Staff reductions and displacements per Article 11;
  - Recall after layoff per Article 11
- 10.02** "Classification Seniority" means the length of service within the classification and shall commence on the date of hire in any permanent position (Full time or Part time) within a particular classification, per Article 4. Classification Seniority shall be used to determine the following:
- Bidding Shift Schedules;
  - Assignment of overtime.
- 10.03** "Company Service" means the length of service within the Company and shall commence from the most recent date of hire with the Company. Company service shall be used to determine vacation allotment.
- 10.04** Casual Employees shall accumulate seniority at the rate of seven (7) days for every forty (40) regular time hours.
- 10.05** Seniority Lists
- 10.05.01** No later than March 15th and September 15th, the Company shall provide a copy of the seniority list to the Union headquarters and the District Chairpersons for distribution to their members.
- 10.05.02** The list shall contain the following information for each Employee:
- Name,
  - Classification,
  - Position,
  - Base and Location,
  - Bargaining Unit Seniority,
  - Classification Seniority;
  - Company Service.
- 10.05.03** The list shall include both master and Base seniority lists.
- 10.05.04** It shall be the responsibility of each individual Employee to ensure that his/her seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected, after which time the list will not be changed.
- 10.06** When two (2) or more Employees have the same Bargaining Unit Seniority, their position on the seniority list shall be determined by drawing the names by lot. The draw will take place on the first day of work.
- Where employees are in the same work locations they shall draw lots.

- b) Where the employees are in different work locations a union representative shall participate with the Employees and management in the drawing of names.

**10.07 Leaving the Bargaining Unit**

**10.07.01** Employees who leave the bargaining unit voluntarily to accept another position within the Company shall continue to accrue seniority for the purpose of returning to their bargaining unit classification at their original Location.

**10.07.02** In order to return to the bargaining unit, Employees may either fill a vacant position at the same Location or, if none are posted, displace the most junior person in the classification at the same Location.

**10.07.03** The maximum amount of time that an Employee may leave the bargaining unit and continue to accrue seniority is ninety (90) days. This can be extended to 180 days by mutual agreement between the Company and the Union. An Employee shall be allowed to move once in the eighteen (18) month period. If the Employee has not returned to the bargaining unit prior to the expiration of ninety (90) days they will lose all accrued seniority. Positions, unless otherwise determined will be filled as temporary vacancies for up to ninety (90) days. When being used to mitigate layoff or to replace maternity leave or long-term disability, the Union and the Company will discuss the appropriate length of term.

**10.07.04** Union dues during this time must be paid directly to Unifor on a monthly basis.

**10.08 Loss of Seniority**

An Employee will lose his/her seniority and his/her name will be removed from the seniority list and his/her employment will be considered terminated under the following circumstances:

- i. When discharged for just cause and not reinstated;
- ii. When voluntarily leaves the Company;
- iii. When laid off for a period in excess of forty-eight (48) consecutive months, or, in the case of probationary Employee, for a period in excess of twelve (12) consecutive months;
- iv. Desertion of service;
- v. When retired;
- vi. Fails to return from layoff under the recall procedure under Article 11.02.02; or
- vii. When having left the bargaining unit in excess of the time provided for in accordance with Article 10.07.

Or as otherwise provided for under this Agreement.

## **Article 11: Layoff and Recall**

### **11.01 Layoff**

Prior to implementing any staff reductions outlined herein, the Company will solicit for voluntary layoffs in order to mitigate laying off Employees.

Where significant layoffs are anticipated, the Company and the Union shall work together to explore mitigation options. These discussions will not unreasonably delay the business objective for the reduction of staff.

In the event of a reduction of staff at a location, layoffs shall happen in reverse order of Union seniority within the status at the location, according to the procedure in Article 11.01.01. Notwithstanding the preceding, for staff reductions of less than thirty (30) days, for reasons such as operational disruptions, the Company may reassign Employees as required.

At such time, the Company will provide a seniority list that has been updated within the last thirty (30) days prior to the layoff, to the affected Employee.

#### **11.01.01 Displacements shall take place in the following order:**

- a) Probationary Employees at the Location will be terminated.
- b) Employees covering a temporary vacancy at the affected Location shall revert to their previous position.
- c) The most junior Employee at the Location who is affected by the reduction of staff, will receive notice of the reduction of staff at least fourteen (14) days in advance of the reduction, and shall have the following options:
  - i. Elect to displace the most junior Employee in the other status at the Location; or
  - ii. Elect to displace the most junior Employee in the same status at the other Location on the Base; or
  - iii. Elect to displace the most junior Employee in the system in either status; or
  - iv. Accept layoff status; or
  - v. Elect termination of service with the Company, with no right of recall. In such a case (11.01.01(c)(v)), the Employee will receive severance pay in accordance with Article 11.03.
- d) Article 12.06.01 shall apply to any move associated with Article 11.

#### **11.01.02 Should an Employee elect to bump a junior Coordinator, this will be permitted provided the conditions outlined in Article 12.03.03 are met.**

In the event of a reduction, seniority shall only apply if a more senior employee who is not in a Load Control or Iniksaliurvik role meets the qualifications for these positions, and in addition, must be able to pass the pre-hiring exam in order to displace a more junior agent in these roles.

#### **11.01.03 There shall be a maximum of three (3) bumps and four (4) members affected by an initial notice of layoff. For further clarification, if member A receives layoff notice they may bump member B, who may in turn bump member C, who may in turn bump member D. Member D is laid off and may not bump.**

- 11.01.04** If, as a result of a bump, training is required in order that the Employee can perform the duties required of the new position the Company will train the employee within a reasonable time. The time shall not be greater than ninety (90) days and will only be extended by mutual agreement between the Company and the Union.
- 11.01.05** An Employee who has received notice of a reduction of staff must advise the Company with respect to their choice of options provided in Article 11.01.01, as outlined above, within seven (7) calendar days of the date of such notice of layoff. The Employee may be required to report to their new position within twenty-one (21) calendar days following the date of acceptance of their choice of options unless an extension is mutually agreed upon between the Company and the Employee with a copy to the Union.
- 11.01.06**
- a) If an Employee who has received notice of a reduction of staff does not advise the Company of her/his choice of options under Article 11.01.01 she/he shall be deemed to have accepted lay-off status.
  - b) If an Employee does not elect to exercise her/his displacement privileges in accordance with Article 11.01.07 she/he will forfeit such displacement privileges.
- 11.01.07** An Employee laid off due to staff reductions, shall, when laid off, file his address with the Human Resources Department and thereafter keep the Department informed of his/her current address.
- 11.01.08** The Company will consider requests for Leaves of Absence at an affected Base in order to avoid the layoff of other employees.
- 11.02 Recall**
- 11.02.01** When a vacancy in a position occurs, an Employee will be recalled in Classification Seniority order from the Employees laid off from the position at the Base.
- 11.02.02**
- a) An Employee who has been recalled to the same position, the same Status, and the same Location, and elects not to return when recalled, will forfeit any further recall and this shall constitute resignation of employment.
  - b) An Employee who is recalled to a different position, different Status or different Location and elects not to return when recalled will continue to retain recall rights to their original position.
- 11.02.03** An Employee shall have seven (7) calendar days to advise the Company if he is willing to accept recall.
- 11.02.04** An Employee on layoff shall have the right to refuse a recall of temporary employment.
- 11.02.05** An Employee on layoff will hold recall rights for sixty (60) months from his date of layoff. The Employee will accrue Bargaining Unit Seniority during this period.
- 11.03 Severance**
- 11.03.01** At the time of permanent lay-off, severance pay shall be paid to any Employee covered by this

Agreement who has completed one (1) or more full year of continuous employment with the Company, as calculated from the Employee's date of hire. Severance pay shall be as outlined in the HR Manual. At the time of signing, severance pay is as follows:

One week's pay for each complete half-year of service to a maximum of one year.

**11.03.02** The Employee eligible for severance pay shall receive such pay starting at the time of permanent layoff and payment for the amount due shall be in one lump sum. It is understood that this amount is over and above whatever other compensation is due to the Employee in accordance with this Agreement.

**11.03.03** Notwithstanding the provisions of Section 11.03.01, the Employee will not be entitled to severance pay if one or more of the following conditions exists:

- a) He/she exercises his/her seniority in order to remain in the employ of the Company;
- b) He/she accepts another permanent Full time or Part time position with the Company;
- c) The off-duty results from a strike or lock-out;
- d) The Employee is on a leave of absence on the effective date of the layoff, in which case these provisions shall become effective on the date the Employee returns for work following termination of such leave of absence; or
- e) His service is terminated as a result of discipline or resignation other than as a direct result of, or during a layoff.

## **Article 12: Filling Of Vacancies**

### **12.01 Posting**

The Company shall post for seven (7) calendar days, on the Corporate website which is accessible to all Employees. All job postings within the scope of the bargaining unit will be copied to the Union District Chairperson.

Where the same Position becomes vacant within thirty (30) days of it being filled, the Company reserves the right to forego re-posting and may make a hiring selection from the applications obtained in the original staffing competition as in Article 12.01. The Company shall have sixty (60) days from the closing date of the posting of the position in which to exercise the provision of this clause.

Temporary positions of less than thirty (30) calendar days shall be made available at the location first. If the position remains vacant then it will be posted in accordance with the above.

### **12.02 Application**

Employees desiring such positions shall within the seven (7) calendar day posting period referred to in Article 12.01 submit an application to the Human Resources Department, or their designate. It is understood that an Employee may file a Letter of Preference with the Human Resources Department prior to going on vacation or out of town assignment, stating, in order of preference, those vacancies he/she wishes to apply for should a position be posted during his or her absence. To be valid, these letters shall be filed with the Union.

### **12.03 Awarding**

#### **12.03.01**

- a) The Company agrees to award and to fill posted vacancies within the bargaining unit in the following order:
  - i. by classification seniority to the senior applicant within the system
  - ii. by bargaining unit seniority to the senior applicant within the system
  - iii. if there are no applicants, the Company shall have the right to hire the applicant of its choice.
- b) During the first year of employment Employees can only apply on positions that do not result in a change to work location.
- c) Employees are only eligible for one (1) position change involving a change to work location per year, unless approved by Management and the Union. The foregoing will not apply when the position change involves filling a Coordinator vacancy.
- d) Casual Employees must meet minimum criteria for an external hire before having access to the process outlined in (a).
- e) For positions in the Iniksaliurvik only bilingual applicants will be considered. Given the nature of the business this means (English/Inuktitut).
- f) These provisions will not apply when Article 11 is being invoked.
- g) Letters of preference must be filed with Human Resources (this may be done electronically). A letter of preference once filed, cancels and supersedes all previously submitted letters of preference and remains valid until it has been withdrawn in writing or the position has been declined by the Employee. Once a letter of preference request has

been declined by the Employee, the Employee must wait thirty (30) days before reapplying for the same position.

Letters of preference will also apply to mutual exchanges.

**12.03.02** In the event the Company elects, a successful applicant may be held in their former position up to thirty (30) days.

**12.03.03** Awarding of Coordinator Positions

In order to be able to objectively evaluate those candidates applying for a coordinator posting, the Company shall, in consultation with the Union, develop a proficiency test that would benchmark ability levels necessary for those areas.

These tests will be set up according to the criteria of each area and Employees posting into those areas need only to pass the benchmark level to qualify for said areas.

Once an Employee passes the benchmark level then the Employee with the most classification seniority will be awarded the position.

All Employees who have successfully passed the benchmark shall be deemed to be qualified for a period of six (6) months and shall not have to repeat the proficiency test, should additional Coordinator positions be posted within that period.

Where a coordinator applies for a coordinator position within the same classification he or she shall not be required to undergo the proficiency test for qualification. Where a coordinator applies for a coordinator position outside of their classification they will be required to demonstrate qualification by successfully passing the benchmark.

**12.03.04** Mutual Exchanges

Employees who wish to change status (i.e. part-time or full-time) shall file a letter of preference with Human Resources.

- a) Employee will be permitted to switch with in base for PT/FT with in classification and pay scale. ie agent to agent.
- b) Mutual exchanges will be governed on a by request basis by letter of preference and seniority.
- c) Letters of preference must be filed with Human Resources (this may be done electronically), the letter will be kept on file for a period of six (6) months.
- d) The exchange will be permitted provided
  - i. The employees involved have completed their probationary period.
  - ii. The exchange will not result in additional training costs for the Company. Mutual exchanges will be approved between senior agents in their respective locations.
- e) Employees with a letter of preference on file will be offered the opportunity to exchange in order of seniority.
- f) Once offered Employees will have 48 hours to accept or decline the offer.

**12.04 Trial Period**

Successful applicants on job postings shall fill that position and be trained within a trial period of up to one hundred and eighty (180) calendar days. If fully satisfactory performance as determined by the Company is not demonstrated, the Employee shall be returned to his or her former position. The execution of this Article may occur at any time during the trial period.

An Employee awarded a position shall have thirty (30) days to elect to revert to their previous position. Should they decide to exercise this option they may not reapply for a similar position for one (1) year.

**12.05 Temporary Positions**

**12.05.01** These may be declared by the Company and will be for a period of six (6) months or less, except in the case of coverage for the following, where temporary vacancy shall be for the duration of the absence of the affected Employee:

- (a) Maternity, parental or child care leave;
- (b) Authorized leave of absence in excess of six (6) months;
- (c) Absence on weekly indemnity or LTD;
- (d) Absence on Workers' Compensation.

**12.05.02** Temporary positions will be offered to Employees in the following order:

- a) Employees who are laid off and have recall rights to the classification;
- b) Applicants, where posted position is for more than thirty (30) calendar days Article 12.03 shall apply.

**12.05.03** Applicants selected for temporary positions shall not be entitled to moving expenses under Article 12.06.

**12.06 Moving Expenses****12.06.01 Voluntary**

Any Employee moving will be responsible for all relocation expenses. In accordance with Company Policy, space available transportation over Company lines may be provided for personal effects and household goods if requested.

**12.06.02 Involuntary**

When an Employee relocates at the direction of the Company, that Employee shall be entitled to reasonable moving allowances and expenses as determined by Company Policy.

## **Article 13: Leaves Of Absence**

### **13.01 Personal**

- 13.01.01** An Employee may request a personal leave of absence without pay for a period not to exceed twelve (12) months, without loss of accrued seniority. Such request shall be in writing to the Manager who shall indicate their decision in writing based upon the Company's operational requirements. Such approval, when granted, shall indicate the commencement and termination dates of the leave, with a copy of the approval to the local Union representative and the National Office.
- 13.01.02** Leaves of absence when granted, will be on a first come, first serve basis. However, where this will not determine who can be granted the leave of absence, Bargaining Unit Seniority shall prevail.
- 13.01.03** The Company may extend a leave granted in accordance with the above upon written request from the Employee within four (4) weeks prior to the termination of the original leave. Extension, when granted, shall be in writing indicating the revised return to work date.
- 13.01.04** When 13.01.03 is granted and the personal leave of absence request extends beyond twelve (12) months, there must be agreement between the Company and the Union to grant the extension and to deal with seniority implications.
- 13.01.04** Employees granted a leave of absence must make prior arrangements for payment of their insurance and/or benefit premiums during their leave, if applicable.

### **13.02 Maternity Leave**

- 13.02.01** Maternity leave of absence without pay shall be granted to Employees in accordance with the following.
- 13.02.02** The Employee must request her leave of absence in writing, accompanied by a medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty four (4) weeks prior to the date she intends to commence such leave. Maternity leave shall consist of a period not exceeding seventeen (17) weeks, unless otherwise provided herein.
- 13.02.03** Maternity leave shall commence not more than thirteen (13) weeks prior to the expected date of delivery, except upon direction from the Employee's doctor, supported by a medical certificate. Such exception shall be considered maternity leave.
- 13.02.04** It is the responsibility of the Employee to afford the Company at least four (4) weeks notice in writing of any change in the anticipated date of return to duty, provided under Article 13.02.02 unless there is a valid reason why that notice cannot be given. If the new anticipated date falls within the seventeen (17) weeks, the new date will be considered the date of return to duty, whether the new anticipated date of return to duty is a day earlier or later than previously anticipated.

**13.02.05** An Employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth (24) week following the birth, if she provides the Employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

**13.02.06** The Employee shall be reinstated in his/her former position.

**13.02.07** Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the Employee.

If, following the termination of the maternity leave, the Employee desires additional leave prior to returning to duty, the Employee may request a personal leave of absence in accordance with Article 13.01 or a parental care leave in accordance with Article 13.03.

**13.03 Parental Leave**

A leave of absence without pay for the purpose of childcare will be granted to Employees in accordance with the following.

Employees shall be granted a leave of absence from the Company for up to sixty-three (63) weeks to care of a newborn child of the Employee or a child who is in the care of the Employee for the purpose of adoption.

Any leave of absence granted under this Article 13.03 must be taken in the seventy-eight (78) week period beginning on the day on which the child is born or the day on which the child comes into the Employee's care. If two (2) Employees are involved, the aggregate amount of such leave that may be taken by the two (2) Employees in respect of the care of any one (1) child shall not exceed a total of seventy-one (71) weeks.

**13.03.04** Commencement of a leave of absence for child care and/or adoption will be in accordance with the following and as the Employee elects:

- a) On the expiration of a leave of absence taken by the female Employee under the provisions of Article 13.02 or any extension thereof under the provisions of Article 13.02.08; or
- b) On the day the child is born; or
- c) On the day the child comes into his/her actual care and custody.

**13.03.05** It shall be the responsibility of each Employee to provide at least four (4) weeks notice in writing to the Company, indicating the approximate commencement and termination date of the leave.

**13.03.06** The Employee shall be reinstated in his/her former position.

**13.04 Leave Upon Birth or Adoption of Child**

Upon request, an Employee will be granted, without loss of pay, three (3) consecutive calendar days of parental leave at the time of the birth of his or her child, or at the time that an adopted child comes into the actual care of the Employee. This provision does not apply to an Employee also claiming maternity leave. Documentation may be required.

**13.05 Union Leave**

**13.05.01** An Employee who has been elected or appointed by the Union to carry out authorized business of the Union on a Full time basis will be granted a leave of absence for that purpose without pay. The Union will advise the Company of the name of such Employee, the term of the leave and the purpose. The Union will repay the Company for the costs incurred by the Company in Employee benefit plans and the Employee will continue to pay his/her contributions, where applicable, to the Company. The Company will provide the Employee with the reduced rate transportation benefits which may be available to all Employees from time to time and will also provide free "space available" transportation, over the lines of the Company, which will only be used in the execution of their duties. When meetings with the Company are involved, the Employee will be provided with free "positive space" transportation over the lines of the Company, consistent with rules governing positive space business travel. The Employee will continue to accrue seniority and service while on leave of absence.

**13.05.02** The number of Employees granted a leave of absence under the provisions of Article 13.05.01 will not exceed two (2) at any time unless another Employee is elected to the office of President, in which case the number will not exceed three (3).

**13.06 Bereavement**

**13.06.01** When a member of the Employee's immediate family dies the Employee shall be entitled to a bereavement period of Seven (7) consecutive calendar days away from work commencing from the date of death or advice of death, but may be moved to a time which shall include the funeral date. During such period, the Employee shall be paid for those days which were scheduled to be worked. The Company will provide two (2) return positive space passes on Canadian North, to be used by immediate family members only, to allow for travel to memorial services.

**13.06.02** Immediate family is defined as: spouse (including common-law spouse and same sex partner), children of Employee and/or Spouse (including adopted, foster, step or ward children), parents/step parents of Employee or spouse, grandparents of Employee or spouse, brothers/step-brothers and sisters/step-sisters or Employee or spouse and legal guardians of the Employee.

**13.06.03** If any relative of the Employee who resides permanently with the Employee or with whom the Employee permanently resides dies, the Employee shall be entitled to three (3) consecutive calendar days away from work commencing from the date of the death.

**13.06.04** In cases where the death occurs during an Employee's vacation, paid bereavement leave will not apply unless it occurs within the last five (5) calendar days, or the last three (3) calendar days under Article 13.06.03, at the end of the vacation period.

**13.06.05** When reasonably possible, an Employee will be allowed to take vacation or time off without pay to further facilitate attendance at the funeral or comforting of family members.

**13.07 Compassionate Care Leave**

Compassionate leave may be granted for any Emergency situation which the Company

considers to be legitimate ground. Such leave may be with or without pay, as determined by the Company.

**In addition to Compassionate Care Leave provided by the Company employees may be eligible for paid leave via government programs such as :**

**Caregiver**

A caregiver is a family member or someone who is considered to be like family providing care or support to the person who is critically ill or injured or needing end-of-life care.

**Family member**

A family member includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship.

**Care or support**

Care is defined as participating in the care of a critically ill or injured person or someone needing end-of-life care.

Support is defined as providing psychological or emotional support to a critically ill or injured person or someone needing end-of-life care.

**Critically ill or injured person**

A critically ill or injured person is someone whose baseline state of health has changed significantly because of illness or injury. As a result, their life is at risk and they need the care or support of at least one caregiver. Their condition must be certified by a medical doctor or nurse practitioner.

If the person is already living with a chronic medical condition, caregivers are not eligible for benefits unless the person's health changes significantly because of a new and acute life-threatening event.

**End-of-life care**

End-of-life care is defined as providing care or support to a person who has a serious medical condition with a significant risk of death within 26 weeks (6 months).

The person also requires the care or support of at least 1 caregiver. Their condition must be certified by a medical doctor or nurse practitioner.

**13.08 Jury Duty and Court Appearance**

Employees who are subpoenaed to serve as a juror or appear as a witness, or required to attend a coroner's inquest, will be granted leave with pay for that purpose. The Employee shall, however, pay the Company any fees paid for such duty.

**13.09 Marriage**

Where an Employee is to be married, he shall be given one (1) day off with pay either during the week of or the week after the marriage.

## **Article 14: General Holidays**

- 14.01** The following general holidays shall be observed:
- New Year's Day
  - Victoria Day
  - Labour Day
  - St. Jean Baptiste Day (Quebec only)
  - August Civic Holiday (not Quebec)
  - Good Friday
  - Canada Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day
- 14.02** If operational requirements necessitate a reduction of staff levels on any particular general holiday, the Company may offer the general holiday off to the Employees on each Shift in order of Classification Seniority. Those Employees who elect to take the general holiday off shall be given the day off with pay.
- 14.03** Employees who work the general holiday shall receive straight time for the regular hours of the Shift plus one and one half times (1.5 x) the regular hours of the Shift.
- 14.04** Employees will be given no less than fourteen (14) days notice of the change for that general holiday, if not required to work. If the Employee is not required to work because of a change of service by a third party contractor, the minimum notice period may be reduced to twenty four (24) hours.
- 14.05** Employees will be paid out for the general holiday, unless it is specifically indicated by the Employee on their electronic time sheet to have the day credited to their time bank.
- 14.06** It is agreed that a general holiday date may be changed in order to facilitate a long weekend or at the Company's request, due to operational requirements. Such change will only take place in accordance with the law and/or with mutual agreement between the Company and the Union.
- 14.07** When a general holiday falls on a day off or during the annual vacation of an Employee, the Employee may request to:
- a) Have an alternate day off with pay within thirty (30) days prior or thirty (30) days after the date of the general holiday; or
  - b) Has his/her annual vacation extended by one day with pay; or
  - c) Be paid an additional regular day of pay on the pay period following the date of the general holiday, in lieu of.

## **Article 15: Vacation**

- 15.01.01** An Employee will receive annual vacation allotment in accordance with their seniority with the Company.
- 15.01.02** The vacation year shall be from January 1 to December 31.
- 15.01.03** Vacation entitlement earned in one year must be used before the end of the following year.
- 15.01.04** The Company agrees not to embargo vacation periods without providing the reasons for such to the Union. It is recognized by the parties to this Agreement, that a restriction on the number of Employees allowed to take vacation at the same time may be necessary, but such restrictions shall not be unreasonable and must be declared prior to the Employees selecting their vacation dates.
- 15.01.05** Vacation times available to UNIFOR Employees will not be affected by the vacations of non-UNIFOR Employees.
- 15.01.06** The Company's intention is to not adjust an Employee's awarded vacation. Only under exceptional circumstances and after all alternatives have been exhausted will an Employee's assigned vacation be changed. The affected Employee shall be granted at the Employee's option equivalent vacation at a period of their choice providing such period is not embargoed or be compensated at the rate of time and one half for vacation time owed in addition to regular vacation pay.
- 15.01.07** The vacation allotment will be accomplished as follows:  
Total number of weeks of Employees' entitlement, divided by fifty-two (52), will determine the number of Employees per position who are able to be off per week, subject to 15.01.04 (e.g. 156 weeks divided by 52 = 3 Employees off on vacation per week).
- 15.01.08** Vacation dates which become available after the allocation of vacation dates will be offered in order of Bargaining Unit Seniority to Employees who are on a waiting list. This request will be acknowledged to the employee and a copy of the waitlist will be made available upon request.

### **15.02 Entitlement**

- 15.02.01** Employees shall be entitled to take the following vacation periods:

<b>Length of Service with Company</b>	<b>Vacation Entitlement</b>
Less than 1 year	Proration of 3 weeks
1 year to 5 years	3 weeks
5 years to 15 years	4 weeks
More than 15 years	5 weeks

- 15.02.02** For the purposes of vacation entitlement in 15.02.01, a week is equal to:
- 40 hours for Full time Employees, or
  - the weekly average hours worked in the previous year for Part time Employees.

**15.03 Selection**

- 15.03.01** No later than October 1st of each year, the Company will post a list of Employees in order of Bargaining Unit Seniority for each Location at the Base showing each Employee's total vacation entitlement.
- 15.03.02** Employees at each Base will be given until October 30th to indicate their vacation requests. An Employee may split his/her vacation entitlement into a number of one (1) week blocks equivalent to his/her vacation entitlement. In such case, an Employee's first preference will be in order of Bargaining Unit Seniority with the awarding of his/her subsequent preferences occurring only after all other Employees have made their first preference. Subsequent preferences will be awarded in order of Bargaining Unit Seniority.
- 15.03.03** Employees who expect to be absent during the selection process may advise the Company in advance and in writing, as to their selection of vacation dates and if applicable, the preferences they wish to exercise for each block.
- 15.03.04** Employees who fail to designate their choice of vacation dates prior to the times described in Article 15.03.02, will be assigned dates after all other Employees have made their selection.
- 15.03.05** No later than December 1st, the Company will post an approved list of vacation. Thirty (30) days prior to the commencement of vacation, the Company will provide the Employee with the final dates of his/her vacation, taking into account the Shift and days on/off.
- 15.03.06** Once approved, vacation dates will not be changed unless there is an agreement between the Company and the Employee in consultation with the Union, except in accordance with 15.01.06.
- 15.03.07** Vacation dates which become available after the allocation of vacation dates will be offered in order of Bargaining Unit Seniority to Employees who are on a waiting list.

**15.04 Vacation Pay**

- 15.04.01** Employees will receive vacation pay at the Employee's regular rate of pay during the vacation period for each week of vacation entitlement.
- 15.04.02** Employees wishing to receive vacation pay prior to taking vacation rather than on the regular pay period covering the vacation period may do so by requesting this in writing two (2) weeks prior to the pay period preceding the vacation. This amount will be paid on the pay period immediately prior to the vacation period.
- 15.04.03** Casual Employees will be paid vacation pay with each pay in lieu of time off. Vacation for rotational Employees is included in their rotational time off. Pay for vacation for rotational Employees will be paid to rotational Employees at the end of each averaging cycle along with their reconciliation hours and any overtime pay.
- 15.04.05** Where the employment relationship ceases,
- a) the Employee shall be entitled to receive pay in lieu of any unused vacation, or,
  - b) the Company shall be entitled to recover an amount equivalent to any unearned vacation taken by the Employee

**15.04.06** When an Employee works overtime, vacation pay shall be paid on the same pay that the overtime is paid.

**15.04.07** Vacation pay shall be a percentage of the Employee's earnings, based on length of service with the Company:

Length of Service with the Company	Percentage of Earnings
Up to 5 years	6%
5 years to 15 years	8%
More than 15 years	10%

## **Article 16: Grievance Procedure**

- 16.01** It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such matters as alleged misinterpretation or violation of the Agreement, or other causes for complaint but excluding appeals from disciplinary action or discharge, which are provided for in Article 17.
- 16.02** Grievances under this Article may be initiated by the Union on behalf of any Employee where there is alleged violation, misinterpretation or complaint; however, such grievance must be filed no later than fifteen (15) calendar days after the alleged violation, misinterpretation or complaint occurred or came to light, as the case may be.
- 16.03** Union representatives shall be recognized in discussing any grievance or complaint of any Employee.
- 16.04 Procedure**
- 16.04.01 Step 1**  
The Employee shall take the grievance up with the Base or Location Union representative where it will be determined if the Employee has a valid grievance. Where a grievance is valid, a settlement may be attempted verbally with the immediate manager by the Union representative. The Employee may be present at this meeting if he/she so chooses. If a satisfactory settlement is not reached, a written grievance will be submitted to the immediate manager or his/her designate. The grievance will specify the nature of the grievance and the circumstances or causes out of which it arose and the remedy or correction that is requested to be made. The Company will hold a meeting within ten (10) days of receipt of the written grievance and render a decision, in writing, within ten (10) days of completion of the hearing. Failing an answer or satisfactory adjustment, the grievance may be submitted by the Union to Step 2 of this procedure.
- 16.04.02 Step 2**  
An appeal from Step 1 will be lodged by the Union, in writing, to the Department Director or his/her designate within ten (10) days of receipt of the Company's decision at Step 1. The Company will hold a hearing within ten (10) days of receipt of the written grievance and render a decision, in writing, within ten (10) days of completion of the hearing.
- 16.04.03** Grievance not resolved at Step 2 may be referred to grievance mediation or arbitration in accordance with Article 18.
- 16.05 Time Limits**  
Time limits may be extended by mutual agreement in writing.
- 16.06** The Company agrees to allow Union representatives reasonable time away from their regular working duties to carry out duties involved with the settlement of a grievance without reduction of pay.
- 16.07** Throughout these grievance procedures including arbitration, if the attendance of witnesses who are Company personnel is requested, such witnesses will be given time off without pay

for a time sufficient to permit them to appear at hearings, subject only to service pressures. Space available transportation, as required, will be provided over the lines of the Company. In the event that a witness cannot appear at Step 2 grievance hearing in person, their testimony may be entered in writing or via video/telephone conference call.

- 16.08** Copies of all correspondence and decisions relative to the grievance procedure will be copied to the local Union representative as well as the national office.
- 16.09** At the request of either party, a hearing may be conducted by teleconference or any person may participate in a hearing by teleconference.
- 16.10** Any grievance decision not appealed by the Union within the relevant time limits, except where the time limits have been extended by mutual agreement in writing, shall be final and binding on the parties concerned; however it will be considered without prejudice or precedent.

If the Company has a complaint or believes there is basis for a grievance, the matter will be discussed with the District Chairperson of the local Union. Failing satisfactory resolution, a written grievance citing the issue being grieved, the specific provision(s) of the Agreement violated and the remedy sought may be submitted to the President of the local Union who will provide a written decision within ten (10) days of receipt of the grievance. If the answer is unsatisfactory, the Company may appeal the grievance to arbitration in accordance with the provisions of Article 18 within thirty (30) days of the date of the decision.

## **Article 17: Discipline and Discharge Procedure**

- 17.01 No Employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the Employee will take place prior to disciplinary or discharge action being taken.
- 17.02 The Company will advise an Employee and the Union of the reason for any discussion regarding an investigation which could lead to discipline or discharge. An Employee may request the presence of a duly accredited representative(s) of the Union or his/her designate. The Company will advise the Union of the investigation in writing.
- Where the Company is aware of an employee's request for confidentiality the notice will be provided to the Assistant to the President.
- 17.03 An Employee who has been disciplined or discharged may file a grievance in accordance with Article 16. However, by mutual agreement between the Company and the Union, grievances under the provisions of this Article may proceed directly to Step Two of the grievance procedure or to arbitration.
- 17.04 Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service pending investigation to provide the Company with sufficient time to investigate and consider all factors. In such a case, the Employee's pay shall not be adjusted until a decision has been made by the Company.
- 17.05 When disciplinary or discharge action is taken by the Company, the Employee will be advised in writing, together with the reasons therefore, with a copy to the local Union representative as well as the national office.
- 17.06 Disciplinary documents will be removed from an Employee's file after two (2) years has elapsed from the date the disciplinary document was placed on the Employee's file and may not be referred to in any further disciplinary action by the Company.
- 17.07 Employees shall be given a copy of their personal file upon written request to the Human Resources department. When authorized in writing by the Employee, Union representatives will be given a copy of the Employee's personal file upon written request.

## **Article 18: Arbitration**

**18.01** Either Party may issue a Notice of Intention to proceed to arbitration or to Grievance Mediation. Such intent shall be made in writing to Labour Relations or their designated representative within thirty (30) calendar days of the decision at Step 2 of the grievance procedure or grievance mediation. Should the notice of intention not be submitted, it will be considered to have been abandoned without recourse.

**18.02** Grievances referred to Grievance Mediation will be submitted for mediation to the Federal Mediation and Conciliation Service (FMCS).

The role of the FMCS Mediator shall be to assist the Parties in resolving the matter before them, but no recommendation or award shall be binding on either Party unless the Parties mutually agree otherwise.

The Parties agree that all costs and expenses related to this process shall be shared 50/50 by the Parties.

Failing satisfactory settlement being reached at Grievance Mediation, the grievance may be referred to Arbitration within thirty (30) calendar days

**18.03** An arbitrator will be selected jointly by the parties. If the parties are unable to agree on the choice of arbitrator, either party may request the Minister of Labour to name the arbitrator.

**18.04** The arbitrator shall establish his/her own procedure consistent with the requirements of natural justice.

**18.05** The arbitrator's award shall be stated in writing and furnished to the Company and the Union. The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

**18.06** At any arbitration procedure, the Union and the Company shall have the right to be represented by any person(s) whom they choose or designate.

**18.07** At any hearing(s) held throughout the arbitration procedures, all witnesses and representatives who are Employees of the Company shall be given time off without pay, subject to operational requirements and space available travel on Company flights, in accordance with Company policy. Expenses and lost time of witnesses and representatives for either party shall be borne by that party. Time off will not be unreasonably withheld.

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

**18.09** The arbitrator's decision will be final and binding on the Company, the Union and the Employee(s) involved.

**18.10** The Company and the Union will share, equally, the expenses and fees of the arbitrator.

## **Article 19: Health and Safety**

- 19.01** The Company shall establish healthy and safe working conditions and shall take every possible precaution to protect the health and safety of its Employees, including abiding with all the provisions of the Canada Labour Code and WHIMIS legislation. Employee representatives shall participate in any scheduled Company Safety and Health Committee meetings. Each employee is encouraged to bring situations, which in his/her opinion represent a hazard, to the attention of the employee at risk and/or the Company.
- 19.02** **Health and Safety Committees**  
Health and Safety Committees, consisting of one member appointed by the Company and one member appointed by the Union as Health and Safety Representative, will be established in accordance with the obligation set out in the Canada Labour Code where Employees are employed. The Committees will meet as required, will monitor all practices needed to enable the health and safety of Employees and will consider, without delay, all situations involving hazardous conditions and practices brought to its attention.
- 19.03** A Health and Safety Representative is entitled to such time from their work as is necessary to carry out their functions as a representative and any time spent by him/her while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.
- 19.04** **Protective Devices and Safety Equipment**  
Where the nature of the work or working conditions so require, Employees will be supplied, at Company expense, all necessary protective devices (excluding Uniform), which will be maintained and replaced, where necessary, at Company expense. Costs due to loss or damage due to negligence shall be borne by the Employee. Employees are required to use these items where necessary. Failure to do so is a disciplinable offence.
- 19.05** Where safety footwear is a requirement of the Company or is legislated, the Employee shall be entitled to an annual safety footwear allowance of one hundred and fifty-five (\$155 .00) dollars to be paid upon hire and upon the annual pay increase. Wearing the safety footwear will be a condition of employment.
- 19.06** Employees will be provided with Hearing Protection PPE according to Company policy and/or Occupational Health & Safety Standards. Employees who fail to use the hearing protection will be subject to discipline.
- 19.07** **Hazardous Material**  
  
The Company shall inform Employees of any hazardous material which they will be required to handle and of any special handling requirements for such material. All applicable Material Safety Data Sheets will be kept current and made available to Employees.

## **Article 20: General**

### **20.01 Union Time Off**

**20.01.01** The Union will notify Labour Relations in writing of the names of its elected or appointed representatives.

**20.01.02** The Company and the Union recognize the importance of handling Company/Union business as promptly as possible. Such business includes the handling of grievances throughout the process, the negotiation of amendments to the Collective Agreement and the attendance at various Union/Company meetings. It is therefore agreed that the Union representatives will be granted reasonable time off, consistent with service requirements, to carry out such functions. In order to facilitate the approving of time off requests, it is the obligation of the Union representatives to afford as much notice as possible of such needs and to clear in advance their activities, both to their own supervisor and the supervisor of the Employee(s) **involved in any problem situation.**

### **20.01.03**

- a) In addition the Company will absorb the cost of lost time due to Union business up to a maximum of twelve hundred (1200) hours during the term of this Agreement. Time from this bank will be limited to members of the Union bargaining committee, District Chairpersons and any other Union officers. A request for time off under this provision must be submitted to their local manager and copied to Labour Relations at least twenty-four (24) hours in advance. The Company will keep records of all requests and provide the national Union with a report of hours used and the remaining balance twice a year, April 15 and September 15.
- b) The Union will be billed for Union representative's time off except in those situations where the Company has agreed in writing to absorb the cost. The time billed will be actual scheduled time lost at the Union representative's regular rate of pay, at straight time.

**20.01.04** When operational requirements permit, the Employer shall grant leave with pay for one (1) Union representative to attend disciplinary meetings, level 1 and level 2 hearings, arbitration proceedings pursuant to the grievance procedure and Health and Safety Committee meetings and Uniform committee meetings. The time paid shall be actual scheduled time lost at the regular rate of straight time pay.

### **20.01.05**

- a) Passes for Union business shall be provided on Company lines, subject to the Company's pass policy as follows:
  - i. Positive Space Passes -- collective bargaining meetings with the Company; meetings with the Company; maximum of two (2) for arbitration hearing; grievance hearing.
  - ii. Space Available Passes -- other Union business
- b) Passes for the above shall also be available to the national representative of the UNIFOR and officer of the local Union servicing Canadian North
- c) Requests for travel in (a) and (b) above shall be requested through the Staff Travel **Department.**

**20.02 Corporate Reorganization**

In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canada Industrial Relations Board then in existence, will not be affected in any way, except as otherwise governed or directed by the Board.

**20.03 Bulletin Boards**

The Company will provide boards for the use of the Union at appropriate Locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the Employees.

**20.04 Company Manuals**

The Company will make available to all Employees, manuals and policies affecting the working conditions of Employees and will provide copies of such, together with revisions thereto, to the local Union and national office as requested through the Human Resources Department.

**20.05 Uniforms**

- 20.05.01** All Employees shall conform to the dress code and Uniform policy established by the Company. The Company shall provide Uniforms in accordance with the Company Uniform policy. The Company will give the union 30 days notice of any changes to the Company Uniform policy.
- 20.05.02** The Union shall appoint one male and one female employees from classifications where uniforms are required, to the Uniform committee to provide input into decisions regarding cost (should a cost share arrangement exist), style, or notable changes to the Uniform. Uniforms will be supplied to and tested by the committee for fitting and durability prior to implementation. Meetings may be conducted by teleconference, virtually or in person.
- 20.05.03** The Employee's share of the Uniform cost may be paid by payroll deduction over a period of up to twelve (12) months. The minimum payroll deduction will be twenty-five dollars (\$25.00) per month except for a final balancing payment.
- 20.05.04** The Company will provide any uniform wearing employee who does not receive company paid replacements at end of deemed useful life, with the exception of parkas, a credit of \$50.00 per year to be used to purchase replacement or additional pieces.
- 20.05.05** During the normal life expectancy of a Uniform item, any item damaged in the course of normal duties and not due to negligence by this Employee shall be replaced or repaired by the Company at no cost to the Employee.
- 20.05.06** Employees may wear a UNIFOR Union pin on their Uniform.
- 20.05.07** Customer Service Agents who wear a dress Uniform will be entitled to a monthly dry cleaning allowance of thirty dollars (\$30.00).
- 20.05.08** Customer Service Agents will be entitled to a one hundred dollar (\$100.00) shoe allowance per

year to be paid upon hire and upon the annual pay increase.

**20.05.09** Maternity Uniforms shall be provided by the Company. Should the Company not be able to provide an employee with a maternity Uniform, the Company will reimburse the employee for items purchased.

**20.05.10** Initial alterations to new Uniforms shall be paid for by the Company.

**20.05.11** Gloves will be provided to Cargo/Ramp Attendants, Cargo Coordinators, Station Agents and Station Coordinators. After the initial pair has been given to the Employee, worn-out gloves will be replaced by the Company in exchange for the worn-out pair. Additional gloves may be purchased from the Company at cost.

## **20.06 Pay Errors**

**20.06.01** Should there be an error by the Company or its agent, which results in a shortage in an Employee's pay cheque in the amount of fifty dollars (\$50) or more, such error shall be rectified and paid within five (5) workdays upon receipt of notice of such error. Should the error be less than fifty dollars (\$50), such error shall be rectified and paid to the Employee on the next regular pay cheque.

**20.06.02** Where the Company is recovering an overpayment, the following schedules shall apply:

≤ \$100	Deducted in full on Employee's next available pay cheque.
Between \$100 and \$400	Deductions spread over the next four (4) available pay periods.
≥ \$400	Deductions spread over the next six (6) available pay periods.

\* Payroll will notify the Employee prior to commencing payroll deductions.

## **20.07 Recovery of Fees**

Should an Employee resign and fail to return all items (i.e. parking pass, RAIC etc) any fees charged to the Company will be deducted from the Employees final pay.

## **20.08 Copies of Agreement**

As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement. The Company will pay the full cost of having the Collective Agreement printed.

## **20.09 Mailing List**

The Company will provide the Union with an updated mailing list of all Employees on a quarterly basis with a copy of any change of address notices received from Employees.

## **20.10 Human Rights**

**20.10.01** Employees will not suffer any harassment, nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the basis of one or more of the prohibited grounds of race, religion, color, national or ethnic origin, age, sex, marital status, family status, sexual orientation, disability and conviction for which a pardon has been granted.

Every employee has the right to a safe and healthy workplace, which is free from

discrimination, harassment, workplace bullying and/or violence.

**20.10.02** The Company further commits that no Employee covered by this Agreement will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.

**20.10.03** The Company and Union recognize an Employee's right to a working environment, which is free of harassment on any of the prohibited grounds of discrimination as described in the foregoing. Violation of this principle as covered by the Article will be dealt with by way of disciplinary sanctions up to and including discharge. For the purposes of this provision, harassment means any conduct, comment or gesture which can reasonably be inferred as relating to a prohibited ground of discrimination and which is:

- unwanted or may reasonably be considered as unwanted; or
- offensive, humiliating, abusive, threatening or which has adverse effects on an individual's employment.

**20.10.04** Complaints and/or grievances involving allegations of harassment will be handled with all possible confidentiality.

If an Employee believes they have a harassment complaint, the Company and the Union agree to assist the Employee by following the resolution options outlined in the HR Policy on Respect at Work Anti-Discrimination and Harassment and Violence Prevention Policy.

Should an Employee chose to pursue a Formal Complaint under this policy, a joint investigation team comprised of at least one (1) Company and one (1) Union representative from UNIFOR headquarters will investigate and respond to the complaint.

**20.10.05** No reprisal shall be made against an Employee because they filed a complaint of harassment, except where a false charge has been made with malicious intent. The Company agrees to provide workplace harassment and violence training for all employees, within one (1) year from ratification of this agreement and within 1 year of employment for new hires (unless otherwise mandated by law). This training course shall be shared with the Union for feedback.

**20.11 Parking**

The Company shall provide free parking for Employees.

**20.12 Base Closures**

The Company shall provide for a minimum three (3) months notice of Base closures.

**20.13 New Employee Orientation**

The Company agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off. A new Employee shall be advised of the name and Location of her Union representative. Whenever the Union representative is employed in the same work area as the new Employee, the Employee's immediate supervisor will introduce her to her Union representative who will provide the Employee with a copy of the Collective Agreement. The Company agrees that a Union representative will be given an opportunity to meet with the

new Employees in a classroom environment within regular working hours without loss of pay for up to forty-five (45) minutes sometime during the training period for the purpose of acquainting the new Employees with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union.

**20.14 Letters of Understanding**

Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement. To be valid, a Letter of Understanding shall be identified by a heading and a number, and must be signed by representatives of both parties at the headquarters level.

**20.15 Rotators Travel (Time and Accommodation)**

An Employee on a rotating schedule shall be paid travel time at their regular rate of pay commencing one hour prior to the scheduled departure from a Canadian North point of departure to a Location of Company operations. Travel time from an Employee's residence to a Canadian North point of departure will not be remunerated. When an Employee is traveling on rotation, the Company shall provide suitable accommodation, when required, when he either arrives at or departs from his Canadian North point of departure, but not both. The Employee is required to check in with the Manager or Coordinator upon arrival at the work Location on travel days, and may be assigned duties on travel days.

**20.16 Flight Bumping**

Where a Member is returning home and is bumped off their scheduled Canadian North flight, the Company will pay the individual a sum of two hundred (\$200.00) for the first bump and three hundred and fifty (\$350.00) dollars for each subsequent bump in that calendar year. This payment will only be made where the rescheduled flight does not allow them to return to the Canadian North point of arrival within the same Day and requires an overnight stay.

**20.17 Domestic Violence**

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

**20.18 Technological Changes**

The Company will give the Union as much advance notice as possible of any impending technological change, which will affect a change in working conditions with any effects on the employee. Such notice will not be less than ninety (90) days.

**20.19 Training**

The Company shall provide training to new hires within sixty (60) days from the date of hire or change of classification. Should there be unforeseen, unplanned events, which prevent training from occurring within sixty (60) days the company will advise the union.

## **Article 21: Employee Benefits**

- 21.01** Qualifying Employees shall be covered by the Company's short-term disability plan, long-term disability plan and extended health care plan according to the terms of these plans and as described in the benefit book.
- 21.02** Premium cost share arrangements are as follows:
- Life Insurance: 100% Company paid\*
  - Accidental Death and Dismemberment: 100% Company paid
  - Dental Insurance: 50% Company paid
  - Short-Term Disability: 100% Company paid
  - Long-Term Disability: 100% Employee paid
  - Extended Health Care: 100% Company paid
- \*Additional life insurance may be purchased by the Employee through payroll deduction.
- 21.03** Insurance carriers may be changed at the discretion of the Company provided comparable benefits are maintained.
- 21.04 Wellness Leave**
- 21.04.01** Full time Employees will be granted one hundred and twelve (112) hours a year of wellness leave at the beginning of each calendar year. Part time Employees will be granted ninety (90) hours a year of wellness leave at the beginning of each calendar year.
- 21.04.02** Wellness leave may be used for absences due to illness or to attend to the care of spouse, dependent children, and/or parents (infirm/disabled).
- 21.04.03** Subject to management approval, wellness leave will be granted to attend to routine personal appointments.
- 21.04.04** The Company may request a Doctor's certificate where an employee has excessive absenteeism or when requested by the Company. The Company will reimburse the Employee for the cost of the doctor's note [up to a maximum of fifty dollars (\$50.00)], if a doctor's note is requested by the Company and the employee pays for the note. A receipt will be required.
- 21.04.05** Where an Employee has exhausted all wellness leave credits, any additional time off due to illness may be deducted from the Employee's time bank or the Employee shall not be paid for the additional time off.
- 21.04.06** Casual Employee shall not be entitled to wellness leave.
- 21.04.07** Where an Employee has sufficient time in their wellness leave bank, one hour of wellness leave time shall be deducted from her wellness leave bank for each hour an Employee is off sick.
- 21.04.08** Unused sick leave credits will be carried forward each calendar year to a maximum of twenty-four (24) hours for Full time and twelve (12) hours for Part time annually. The sick bank will be capped at a maximum of one hundred twelve (112) hours for Full time and seventy-eight (78)

for Part time.

**21.05 Retirement Plan**

UNIFOR Employees will be entitled to participate in the Company-wide Retirement Plan. The Company will establish policies and rules concerning the Retirement Plan.

The Company will contribute 2% for Employees. Employee contributions are optional. Should the Employee elect to contribute to the Plan, the Company will match the Employee's contribution at 50% to a maximum of 3% additional contributions by the Company.

**21.06 Travel Passes for Casual Employees**

Upon completion of every 260 hours of work, a Casual Employee shall be entitled to one ID00 Family Pass (Space Available) on Canadian North, to a maximum of 4 per calendar year, subject to the terms of the HR Policy Manual and those conditions in the Employee Travel Guide. The Casual Employee will be responsible to pay for any taxes for each Pass.

**Article 22: Dues Deduction**

**22.01** The Company will deduct on the payroll for each period, from wages due and payable to each Employee coming within the scope of this Collective Agreement, an amount equivalent to the dues of the Union subject to the conditions set forth herein.

**22.02** The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall include assessments or initiation fees applicable to new hires. The amount to be deducted shall not be changed during the term of the Agreement except to conform with a change in the amount of regular dues to the Union in accordance with its constitutional provisions.

**22.03** Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.

**22.04** If the wages of an Employee payable for any period are insufficient to permit a full deduction, no such deduction will be made from the wages of such Employee by the Company on that payroll. The Company will not, because the Employee did not have sufficient wages on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.

**22.05** Only payroll deductions now or hereafter required by law and deductions of monies due or owing the Company shall be made from wages prior to the deduction of dues.

**22.06** The amount so deducted from wages, accompanied by a statement of deductions from individuals, will be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.

**22.07** The Company shall not be responsible for arrears.

**22.08** The Company shall not be responsible financially, either to the Union or to any Employee, for

any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an Employee's wages, the Company shall adjust it directly with the Employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this Article shall terminate at the time it remits the amounts payable to the Union.

- 22.09** In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense, except that, if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.
- 22.10** Employees shall be provided with a T4 slip indicating the amount of Union dues deducted.

## **Article 23: Duration**

- 23.01** This Agreement is effective December 2, 2020, except as otherwise provided herein, and will continue in full force and effect until December 2, 2023, and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month to month unless notification to reopen the Agreement, in writing, is served by either of the parties hereto not more than four (4) months prior to the expiry date, or any continuation of expiry date, on a month to month basis, subject always to Article 23.03.
- 23.02** Where notice to bargain collectively has been given, the Union and the Company will, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a new Collective Agreement.
- 23.03** This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no agreement has been reached.

## Letter of Understanding #2

Between: Canadian North and Unifor Local 2002

### Subject: Third Party Handling

It was recognized and agreed by the Union and the Company sectors of the operation rely very much on contracting in the passenger and ground handling services of other airlines. Given the competitive nature of the business and the fact that this business impacts significantly on employment levels at these Airports, the Union has agreed to the following wage rates and terms/conditions for all new Employees hired for third party work.

Employees covered by this LOU will be hired for a predetermined period to cover 3rd party contract needs.

Shift bids for Third Party Handling Employee's will not include Canadian North shifts.

### Pay scale

LEVEL	Length of Service	Effective May 8, 2016
1	0-12 months	\$15.00
2	12-24 months	\$15.50

\* Upon completion of 24 months continuous service the Employee shall progress to Level 1 of the appropriate Agent or Attendant scale.

### Coordinators

Coordinators shall receive a premium of \$3.00/hour in addition to the appropriate agent pay rate. When an employee is designated as an "Acting Coordinator", that employee will receive the prorated premium for the hours worked as such.

### Posting of Vacancies

The Company shall post for (5) calendar days, in a conspicuous place at all Bases.

### Terms and conditions

#### Hours of Service

- Third party Employees will work on an as required basis but no less than twenty-four (24) hours a week. Third party Employees shall bid their Shifts after all Full time and Part time Employees in seniority order.

#### Overtime - as per Article 7

#### Seniority

Third party Employees will have their own seniority list which shall commence from their date of hire. Their seniority shall only accrue for the purpose of seniority amongst Third party Employees and not for pay purposes when laid off. Should a Third Party Handling Employee return to the bargaining unit within 180days their previous seniority will be recognized.

For further clarification should an Employee work 6 months then the contract ends they are off for 90 days then return. They will return with 6 months seniority.

When a Third party Employee moves from this temporary position to a permanent position within the

bargaining unit a new seniority date will be established based on their permanent hiring date. Only if there is no break in service (i.e. position goes from Third party to Permanent) shall their seniority be made retroactive to their first date of hire.

**Vacancies**

Third party Employees shall be offered in seniority order any permanent vacancies that may become available in accordance with the provisions of Article 12.

**Vacation**

Vacation Pay of six percent (6%) of gross earnings will be paid on each pay cheque for a pay period.

**Holidays**

Compensation for work on a general holiday will be in accordance with the Canada Labour Code.

**Grievance**

Third party Employees will have access to the grievance procedure.

**Dues**

Deduction of Dues will be in accordance with Unifor policy.

**Benefits**

Third party Employees shall not be eligible for benefits.

**Duration**

Third party Employees shall be hired for a period not exceeding twelve months. If the vacancy goes beyond twelve months then the position shall be offered to the most senior Third party Employee and they shall have their seniority made retroactive to their date of hire and the Employee will be eligible for all benefits and privileges.

Agreed to by First Air and Unifor on May 2/14.

Unifor 

First Air   


### Letter of Understanding # 3

Between: Canadian North and UNIFOR Local 2002

**Subject: Base Closure and Contracting Out at YOW, YFB, YZF, YWG, YEG**

In the case of a Base closure at Ottawa (YOW), Iqaluit (YFB), Winnipeg (YWG), Edmonton (YEG) or Yellowknife (YZF), where the work is contracted out, laid-off Employees who have completed one (1) of more full year of continuous employment with the Company as calculated from the Employee's date of hire, shall be entitled to 1 week's pay for each completed four (4) months service to a maximum of one year; and

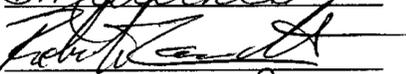
The provisions of section 11.03.02, 11.03.03 shall still apply.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

For the Company

  
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*m. B...*  
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*J. Page*  
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For the Union

  
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*S. Mylchill*  
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*Rosemary Peters* (U)  
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*A. Wong*  
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*Ran Dasgupta*  
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## **Appendix “A”: Specialized Work Functions**

### **Appendix A**

At the time of the signing of the Collective Agreement, the following are considered to be Specialized Work Functions under Article 1.05.12:

#### **Cargo Call Centre Agent (Cargo)**

Frontline warehouse operational role that is telephone/web based, arranging pick-up and delivery, cargo quotes, responding to general cargo inquiries, directing calls/inquiries to the appropriate cargo specialists.

#### **Ramp Attendant**

Position and operate GSE, Water/LAVS/Heat carts/Air stairs/GPU etc, deicing, ramp equipment such as tugs/baggage carts/belt loaders, oxygen bottles where required

#### **Airport Operations Agents**

- Company to determine locations where operations agents are required.
- Onsite radio communications with aircraft, gate assignment, IRROPS, administration (flight plans, load sheets, etc), Provide assistance for 3rd party handling, requirements may vary by location.

#### **Catering/Commissary (Cargo – YOW, YFB)**

Notwithstanding the above, additional Specialized Work Functions may be determined by the Company. Prior to this, discussions will be held with the UNIFOR.

The above Specialized Work Functions requires a skill set specific to the role, a qualification test may be required for the position.

Employees bidding into and selected for a specialized work function will be in the role for a minimum of twelve (12) months. Employees wishing to bid out must give notice of three (3) months to allow for training.

Notwithstanding the above, additional third party contracts may become available. Discussion will be held with the Union regarding the length of time Employees will be required to bid within the function.