

# COLLECTIVE AGREEMENT

BETWEEN :

EXPLOITS VALLEY AIR SERVICES (EVAS)



(hereinafter referred to as the "Company")

AND

UNIFOR and its LOCAL 2002



(hereinafter referred to as the "Union")

EFFECTIVE FEBRUARY 5, 2019 – FEBRUARY 5, 2022

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## ACRONYMS & DEFINITIONS

### LIST OF ACRONYMS

<b>ACOP</b>	Air Canada Overnight Premium	<b>GDO</b>	Guaranteed Day Off
<b>AOH&amp;S</b>	Aviation Occupation Health & Safety Committee	<b>IROPS</b>	Irregular Operations
<b>CAR</b>	Canadian Aviation Regulations	<b>LOA</b>	Leave of Absence
<b>CBA</b>	Collective Bargaining Agreement	<b>MFT</b>	Medical Flight Team
<b>Capt.</b>	Captain	<b>PD</b>	Personal Day
<b>DP</b>	Duty Period	<b>P.E.L.</b>	Paid Education Leave
<b>EAP</b>	Employee Assistance Program	<b>RSP</b>	Retirement Savings Plan
<b>F/O</b>	First Officer	<b>PSL</b>	Pilot Seniority List
<b>FCFA</b>	Flight Crew Funding Agreement	<b>SIM</b>	Simulator; or Simulator Training
<b>FCM</b>	Flight Crew Member	<b>TC</b>	Transport Canada
<b>FDP</b>	Flight Duty Period	<b>UOC</b>	Unforeseen Operational Circumstances

## LIST OF DEFINITIONS

**BLOCK MONTH:** means a complete calendar month commencing the first day of the month except for the months of January, February, and March:

- The month of January is considered to be January 01 to January 30 inclusive.
- February is considered to be January 31 to March 01 inclusive.
- March is considered to be March 02 to 31 inclusive.

*NOTE: For the purpose of this agreement, Block Month and Schedule Block shall be deemed to be the same, and will take effect before the second year of the agreement)*

**CALENDAR DAY:** means a 24-hour period that begins at Midnight (00:00) local and ends at the following Midnight (23:59) local. The plural shall mean consecutive calendar days, unless otherwise noted.

**CAPTAIN (CAPT.):** means the person assigned as “in-command” of an aircraft during flight.

**CHECK IN:** The time at which an FCM’s Duty Period commences.

**CHECK OUT:** The time at which an FCM’s Duty Period concludes.

**CHIEF PILOT:** is a management position that is responsible for the duties and responsibilities as per the CARS and Company requirements.

**Daily Rate:** is calculated by dividing the annual salary by 12 and then dividing by a 30 day block minus GDO’s  $((\text{Annual salary}/12)/(30-(10 \text{ to } 14)))$  *Prorated for year that GDO’s increase.*

**DAY OFF:** means a defined period of time free from all duties.

**DEADHEADING:** means the transferring of An FCM from one place to another, at the request of the company.

**DUTY:** means any task that an FCM is assigned by an air operator at a specific time, including flight duty, administrative work, training, positioning, reserve, and standby.

**DUTY PERIOD:** means up to fourteen (14) hours of continuous duty time with provision for extension up to seventeen (17) hours when working a Split Shift or Positioning / Deadheading, as per the CARS.

**FATIGUE:** means a physiological state of reduced mental or physical performance capability resulting from sleep loss or extended wakefulness and/or physical activity that can impair a crew member’s alertness and ability to safely operate an aircraft or perform safety related duties.

**FIRST REVENUE FLIGHT:** means the First flight during which revenue is earned. *(for the purpose of establishing first day of seniority this may also include the First day of line indoc.)*

**FLIGHT CREW MEMBER (FCM):** means a person who operates the flying controls of an aircraft. *(for the purpose of this agreement, Pilot and FCM shall be deemed to be the same)*

**FLIGHT DUTY PERIOD (FDP):** means a period that begins when a flight crew member is required to report for duty with the intention of conducting a flight, a series of flights, or positioning, and ends fifteen (15) minutes after the aircraft is parked with engines off after the last flight and there is no intention for further aircraft movement by the same flight crew member. *(for clarification the flight duty period includes the intermediate rest periods for split shift duty assignments.)*

**FLIGHT TRAINING COORDINATOR / TRAINING OFFICER:** is a management position and is a person who researches and develops flight training programs. They also develop methods and materials for training, including classroom, computer, simulator sessions and any other duties and responsibilities assigned by the company. *(for the purpose of this agreement, Flight Training Coordinator and Training Officer shall be deemed to be the same).*

**FIRST OFFICER (F/O):** Means the person assigned as the “second-in-command.”

**GROUND SCHOOL:** means training provided that contains courses pertinent to pilots who are preparing to fly company aircraft.

**GUARANTEED DAY OFF (GDO):** means a twenty-four (24) hour period free from duty at the FCM’s home base.

**HOME BASE:** means the location nominated by the operator to the crew member from where the crew member normally starts and ends a duty period or a series of duty periods and where, under normal circumstances, the operator is not responsible for the accommodation of the crew member concerned.

**IRREGULAR OPERATIONS (IROPS):** are caused by events that disrupt flight schedules and negatively impact the operation. These operational difficulties are caused by unusual, and unexpected situations such as severe weather, unforeseen staffing issues and mechanical delays, etc.

**LINE INDOCTRINATION:** means a prescribed combination of sectors and flight hours, after initial or upgrade training, during which a Pilot is under the supervision of a Training Pilot or Line Check Pilot. Line indoctrination training is complete after a successful line check.

**RESERVE:** means an assigned duty period during which the Pilot must be fit for flight duty, available to receive flight duty assignments



**SECTOR:** means a single flight that includes one takeoff and landing. (*synonymous with leg or flight segment*)

**SPLIT DUTY PERIOD:** (*as per the CARS*) means a Duty Period within which an FCM is scheduled for a Rest Period of at least four (4) consecutive hours, and may allow for an extension of an FCM's Duty Period of up to three (3) hours, provided that:

- (a) The FCM has advance notice of the Split Duty Period; and,
- (b) During the applicable Duty Period, the FCM receives a Rest Period of at least twice the length of the Duty Period extension, and not less than four (4) hours, in a facility deemed suitable for a Rest Period per the Accommodations Approval List; and,
- (c) The FCM's rest is not interrupted by the Company during the Rest Period; or,
- (d) The following minimum Rest Period is increased by an amount at least equal to the extension.

**STATUTORY HOLIDAYS:**

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

**UNFORESEEN OPERATIONAL CIRCUMSTANCES (UOC):** means an unplanned event exclusive of the time necessary for the pre-flight and post-flight duties, the flight or series of flights, forecast weather, turn-around times and the ultimate nature of the operation.

**VACATION DAY:** means a twenty-four (24) hour period free from duty at the FCM's home base during which an FCM is not scheduled for any of the following:

- Flight duty,
- Training,
- Reserve duty,
- Meetings,
- GDO, or
- Any other form of work for the Company.

## USEFUL FORMULAS

### PILOT DAILY RATE:

$$\frac{(Annual\ Salary \div 12)}{(30 - Minimum\ GDOs)}$$

### HOURLY FLIGHT TIME RATE:

$$Annual\ Salary \div 1200$$

### HOURLY DUTY TIME RATE:

$$Annual\ Salary \div 2080$$

### GUARANTEED DAY OFF PAY:

$$1.5 \times \left( \max \left\{ \begin{array}{l} Flight\ Time \times (Annual\ Salary \div 1200) \\ (Flight\ Duty\ Time \geq 3) \times (Annual\ Salary \div 2080) \end{array} \right. \right)$$

### PAY FOR EACH LEG ABOVE EIGHT:

$$(Hourly\ Flight\ Time\ Rate \times 1.5) \div 2$$

## **ARTICLE 1: PURPOSE**

### **1.1 GENERAL**

- 1.1.1 This Agreement is made between by Exploits Valley Air Services (EVAS) and Unifor Local 2002. The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and the Flight Crew Member (FCM) covered by this Agreement and to provide a mechanism for the timely disposition of grievances.
- 1.1.2 In making this Agreement, the parties hereto recognize the objectives of promoting the Safety, Continuity, Growth and Orderly Administration of Air Transportation generally, and of the Company particularly. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest, and for the interest and purpose of this Agreement.
- 1.1.3 The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation.

## **ARTICLE 2: GENERAL SCOPE**

### **2.1 RECOGNITION**

- 2.1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for all pilots employed by Exploits Valley Air Services (EVAS) as Captains and First Officers excluding Chief Pilots and other managerial staff who may also be pilots. The details of the certification are as per the order dated June 1, 2015 (No. 31025-C).
- 2.1.2 The Company commits that no person will perform bargaining unit work other than for an emergency or in order to maintain their own currency on the aircraft. The positions of Chief Pilot, Training Coordinator, Halifax Base Manager and Director of Flight operations are excluded from this provision and will be able to perform bargaining unit work. The work they perform will not take away from the work of the bargaining unit on a permanent basis.
- 2.1.3 Information as to hours flown by Management Pilots will be provided to the Union on a monthly basis.

### **2.2 CONTRACT PILOTS**

- 2.2.1 There shall be no contracting / subcontracting out of bargaining unit work without the mutual agreement of the parties. The Company may contract

in Pilots who will perform bargaining unit work. They will be limited to five (5) pilots. A contracted Pilot is intended to assist the Company on short term staffing challenges. The term of a contact Pilot will not exceed six hundred (600) hours per calendar year, unless mutually agreed by the parties. The Company will submit Union dues to Unifor for all work performed by a contract Pilot. Work assignments and schedules for contracted Pilots will not be superior to the FCMs.

## **2.3 FLYING OF COMPANY AIRCRAFT**

2.3.1 Work of the bargaining unit is Company flying which includes, all revenue, non-revenue, scheduled, unscheduled, passenger, ferry, charter, publicity flights and all flying of the Company's aircraft.

## **ARTICLE 3: MANAGEMENT RIGHTS**

### **3.1 GENERAL**

3.1.1 The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and to direct the FCMs and, without restricting the generality of the foregoing, to:

- (a) Maintain order, discipline, efficiency, and set qualifications;
- (b) Hire, retain, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline FCMs for just cause subject to the right of FCMs to grieve to the extent and manner provided herein if the specific provisions of this Agreement, and/or relevant statutes, are violated in the exercise of these rights;
- (c) Generally, to manage the enterprise in which the Company is engaged without restricting the generality of the foregoing, to plan, direct and control operations, to direct the workforce, to determine the number and location of facilities, to determine the quality of service and processes, methods of procedures to be employed, to determine the direction of the workforce, the schedules of work, and methods necessary to perform any service that may be required to manage the enterprise and its business, to establish schedules, standards of performance, to select, procure and control supplies, materials, products and produce, to determine the extension, limitation, curtailment or cessation of operations, to determine the number of hours to be worked, starting and quitting times;
- (d) Issue and enforce from time to time such reasonable rules and regulations, as the Company deems necessary to ensure the

successful operation of its business. Breach of any such rules by an FCM may be cause for disciplinary action;

- (e) Limit, suspend or cease operations or make necessary arrangements due to a change in the Company's policies; and
- (f) Discipline and discharge probationary FCMs for any reason provided only that such decision is not discriminatory or made in bad faith.

3.1.2 It is agreed and understood that Approved Check Pilots (ACPs) shall be designated and utilized by the Company at its discretion and that such services do not comprise bargaining unit work. Where members of the bargaining unit provide ACP services, the applicable compensation will be as per Article 7.

3.1.3 The release of any information regarding accidents or incidents pertaining to Exploits Valley Air Service (EVAS) is prohibited. Any request for such information shall be referred to the Company for response. All information relating to the day to day operations EVAS shall be considered confidential and treated as such by all FCMs.

## **ARTICLE 4: UNION RELATIONS**

### **4.1 GENERAL**

4.1.1 The Union agrees that during the life of the Agreement, there shall be no stoppage of work, and the Company agrees that there will be no lockout.

4.1.2 The Company agrees to recognize four (4) duly elected or appointed Union Representatives, with any increase in the number being subject to mutual agreement between the Union and the Company. The Company agrees to recognize only those Representatives whose names have been submitted in writing to the Company by the Union.

4.1.3 The Company agrees to recognize certain committees to be comprised of Union Representatives included in 4.1.2 above to participate in meetings as follows:

- Union/Management quarterly meetings (2 reps)
- Grievance/ investigatory meetings (1 rep grievance/1 rep per LOU investigation)
- Negotiating meetings (2 reps)
- Other meetings as mutually agreed (TBD)

4.1.4 Union Representatives will not have their salaries reduced for attending meetings pursuant to 4.1.3 above. However, these meetings will not be subject to any additional pay or premiums and will be scheduled so as not to compromise any flight operations.

- 4.1.5 A Union Representative may, with the permission of their supervisor, leave their regular duties to investigate grievances and perform other duties under the Collective Agreement provided such temporary absences do not compromise any flight operations.
- 4.1.6 A Union Representative or designate will be allocated one (1) hour of time to be scheduled by the Company during the initial training of new FCMs in order to familiarize the newly hired FCMs as a group with the Union and the Collective Agreement. Such initial training shall not be delayed due to the unavailability of a rep or designate.
- 4.1.7 In addition to the above, subject to operational requirements, the Company shall provide six (6) paid days per calendar year for the Union Chairperson to attend to mutually agreed to Union/Company business.
- 4.1.8 The Company will pay a total of eight (8) days each for a union member to attend face to face collective bargaining. Subject to operational requirements said days may be regular scheduled days, or in the alternative, the time may be credited back to the FCM as straight time off or pay.
- 4.1.9 The Company will email the Union Information on hours flown by Management Pilots on a monthly basis. This information will be presented in a Microsoft Excel compatible format.
- 4.1.10 The Company shall furnish to the Union at least on a monthly basis, a digital Microsoft Excel compatible list of all active and inactive FCMs which includes their:
- Full Name
  - Phone Number
  - Mailing Address
  - Personal Email Address
  - Employee (FCM) Number
  - Employment Start Date
  - Employment End Date
  - Employment Status
  - Date of 1st Day of Ground School
  - Class Seniority Number
  - First Revenue Flight
  - Upgrade Date
  - Department
  - Home Base
  - Position
  - Aircraft
- 4.1.11 The Company agrees to provide the Union with appropriately located bulletin boards for the purpose of posting Union notices. Notices will be posted by officers of the Union or the Company supervisor (if requested by the Union) and no such notice shall contain any statements derogatory to the Company.
- 4.1.12 The company agrees to support the Unifor Woman's Advocate Program. The union will advise the company with thirty (30) days notice if it

requires a woman's advocate in the workplace. The woman's advocate will be appointed by the Union. Upon written notice, the Company will cover the associated costs for Salary continuance for overlapping days scheduled off, Travel, Accommodations and Meals as per the company travel policy for five (5) days related training.

## **4.2 UNION DUES**

- 4.2.1 The Company agrees to deduct biweekly from the salary due and payable to each FCM covered by Article 2.1.1 an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its constitution. The total amount of such dues deductions shall be remitted by the Company, together with a list of names of FCMs from whom the deductions were made, to the Secretary Treasurer of Local Union, not later than the 15th day of the month following the month in which the dues are deducted. Union dues shall be 1.35% of a worker's regular wage with respect to regularly scheduled hours.
- 4.2.2 Regular pay includes, where applicable, but is not limited to vacation pay, holiday pay, jury duty pay.
- 4.2.3 Regular pay does not include overtime, Workers Compensation benefits, relocation, termination or severance pay, pension supplemental parental or maternity benefits. The Company shall furnish to the Union on at least a monthly basis a complete dues listing including:
- The names of all active and inactive FCMs
  - The amount of dues deducted for each FCM
  - The relevant rate of pay and job classification for each FCM
  - The salary upon which Union dues were calculated
  - A reason should there be no deductions (i.e. WSIB, layoff, etc.)
- 4.2.4 The Union agrees to provide 60 days advance notice to the Company of any change in its dues structure.
- 4.2.5 Every FCM who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new FCM whose employment commences hereafter shall, within thirty (30) days of such commencement, apply for and maintain membership in the Union as a condition of employment. In the event an FCM loses membership in the Union, they shall continue to authorize remittance of Union dues so long as their employment continues.
- 4.2.6 The Company shall not be responsible financially or otherwise, either to the Union, or to any FCM for any failure to make deductions or for making improper deductions or remittances. However, in any instances in which an error occurs in the amount of any deduction of dues from

a FCM's wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to this Section shall terminate at the time it remits payment to the Union.

## **ARTICLE 5: NO DISCRIMINATION**

### **5.1 GENERAL**

- 5.1.1 The parties agree that there shall be no discrimination, harassment or bullying by the Company or the Union against any FCM, in any manner whatsoever, because of race, color, religion, national origin, ancestry, family status, place of origin, age, physical disability, mental disability, marital status, sexual orientation, sex, social condition, political belief, membership or activity in lawful Union activities consistent with the provision of the Agreement, conviction for which a pardon has been granted or record suspended.
- 5.1.2 The Union and the Company are committed to a workplace environment that is free of harassment and bullying and further agree that bullying should be dealt with in a serious manner and treated with the same severity and concern as discrimination and harassment.
- 5.1.3 The parties are committed to an environment where individuals are treated with respect and dignity.

### **5.2 COMPLAINT RESOLUTION – DISCRIMINATION, BULLYING OR HARASSMENT:**

- 5.2.1 If an FCM believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of the discrimination, the FCM may:
  - (a) Tell the person involved as soon as possible how they feel and request that they stop the conduct found offensive;
  - (b) If the FCM feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the Company Quality Safety Manager, either in writing or through the confidential SMS reporting system.
  - (c) The Company Quality Safety Manager shall make a determination, based on the complaint, if an internal review shall be conducted or if such review shall be conducted by an external provider.
  - (d) Such investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within



fifteen (15) calendar days after the lodging of the complaint. These timelines may be extended by mutual agreement;

- (e) Any complaint not resolved through this process may be the subject of a grievance per the collective agreement.
- (r) All matters will be dealt with the utmost confidentiality.

## **ARTICLE 6: SCHEDULES**

### **6.1 FINALIZED WORK SCHEDULES**

- 6.1.1 The Employer will determine appropriate staffing levels and coverage and will prepare a work schedule covering thirty (30) day period. The work schedule will then be posted and provided electronically to all pilots.

*NOTE: Starting February 1st 2020 the Company will prepare Block Month work schedules for the pilots.*

- 6.1.2 Where operational circumstances allow the finalized work schedule will be confirmed and posted no later than ten (10) days prior to its effective date.
- 6.1.3 Should a finalized work schedule be delayed greater than forty-eight (48) hours, each affected FCM shall receive ten dollars (\$10) for each day calendar day their schedule is delayed.
- 6.1.4 For the purposes of scheduling, Reserve shall be determined by the Employer in accordance with the CARS and with not less than ten (10) hours' notice. The Company shall provide the FCM with 24 hours' notice of the time of commencement and duration of the rest period. The designated rest period cannot shift more than three (3) hours earlier or later than the preceding rest period, nor more than a total of eight (8) hours in any seven (7) consecutive days. The number of consecutive scheduled days of Reserve Duty shall not exceed seven (7) unless agreed to by the FCM.

### **6.2 WORKING CONDITIONS**

#### **6.2.1 GENERAL CONDITIONS**

- 6.2.1.1 Subject to Operational and Schedule requirements the Company will schedule as many consecutive days off as where possible.
- 6.2.1.2 Any day not scheduled as a Guaranteed Day Off, or Vacation is considered a work day; Required SIM training is considered a work day
- 6.2.1.3 All schedules will be constructed within the parameters of the collective agreement; however operational requirements may require an FCM

to operate away from their home base or operate under multiple CAR subparts. An example of an operational requirement would be maintaining FCM flight and duty times as per the CARS.

- 6.2.1.4 The Company will ensure that Flight Duty Periods are planned in order to enable FCMs to remain sufficiently free from fatigue.

*NOTE: A copy of the company's current Fatigue Management Policy is attached at the back of the CBA.*

## **6.2.2 DUTY PERIODS**

- 6.2.2.1 Duty Periods shall be up to fourteen (14) hours of continuous duty time with provision for extension up to seventeen (17) hours when working a Split Shift or Positioning / Deadheading.

- 6.2.2.2 Flight Duty Periods begin when a flight crew member is required to report for duty with the intention of conducting a flight, a series of flights, or positioning, and ends fifteen (15) minutes after the aircraft is parked with engines off after the last flight, and there is no intention for further aircraft movement by the same flight crew member.

*NOTE: For the purpose of Overtime calculations, Flight Duty Periods include the intermediate rest periods for split shift duty assignments.*

- 6.2.2.3 FCMs shall report for duty at the designated place at the time indicated on the pairing/flight brief which will in no case be less than 45 minutes prior to scheduled departure time. Due to specific operational requirements (*e.g. aircraft repositioning, first flights, destinations*), check-in times may be increased by the company.

- 6.2.2.4 FCM Duty Time will be calculated beginning from the designated reporting time:

- (a) Operating on a normal scheduled flight forty-five (45) minutes;
- (b) Operating on a charter flight forty-five (45) minutes;
- (c) Training required report time;
- (d) At the beginning of a Medevac shift;
- (e) Deadheading forty-five (45) minutes, or
- (f) If the Company directs the FCM to perform duties prior to the applicable time set out in a), b), c), d), or e) above, then the check in time will be adjusted to the start of such duty.

- 6.2.2.5 Daily flight legs are capped at eight (8) legs a day, with additional compensation for any excess legs flown over eight (8) in accordance with Article 7.5.4.

6.2.2.6 An FCM can be only scheduled for a maximum of 8 legs per day when operating on Air Canada flights. When operating under IROPS the maximum number of legs may be extended.

**6.2.3 RESERVE DUTY**

6.2.3.1 Flight crew member on reserve means a flight crew member who has been designated by the company to be available to report for flight duty on notice of more than one hour unless mutually agreed upon by the FCM and the Company

6.2.3.2 An FCM on reserve is required to be available at a designated telephone number to receive flight duty assignments from designated Company telephone numbers.

6.2.3.3 Reserve shall be determined by the Company with not less than ten (10) hours' notice. The Company shall provide the FCM with 24 hours' notice of the time of commencement and duration of the rest period. The designated rest period cannot shift more than three (3) hours earlier or later than the preceding rest period, nor more than a total of eight (8) hours in any seven (7) consecutive days.

6.2.3.4 The number of consecutive scheduled days of Reserve Duty shall not exceed seven (7) unless agreed to by the FCM.

6.2.3.5 The FCM will have an opportunity to obtain at least 8 consecutive hours sleep in any 24 consecutive hours while on reserve by one of the following methods:

- The company shall provide the flight crew member with 24 hours notice of the time of commencement and duration of the rest period. The designated rest period cannot shift more than 3 hours earlier or later than the preceding rest period, nor more than a total of 8 hours in any 7 consecutive days;
- The flight crew member shall be given a minimum of 10 hours notice of the assignment and shall not be assigned any duty for these 10 hours; or
- The company shall not assign the flight crew member to flight duty time and shall not interrupt the flight crew member's rest period between 22:00 and 06:00 local time.

6.2.3.6 Where the company is unable to provide a flight crew member with a rest period required by Article 6.2.3.5, and the flight crew member is notified to report for flight duty, or the reporting time occurs between 22:00 and 06:00 local time:

- The maximum flight duty time shall be 10 consecutive hours; and

- The subsequent minimum rest period shall be increased by at least one-half the length of the preceding flight duty time.

#### **6.2.4** *SPLIT SHIFTS*

- 6.2.4.1 Where flight duty time includes a rest period, flight duty time may be extended beyond the maximum fourteen (14) hour flight duty time by one-half the length of the rest period referred to in paragraph (b), to a maximum of three (3) hours, if:
- (a) the company provides the FCM with advance notice of the extension of flight duty time;
  - (b) the company provides the FCM with a rest period of at least 4 consecutive hours in suitable accommodation; and
  - (c) the FCM's rest is not interrupted by the company during the rest period;
  - (d) the FCM's rest period following flight duty time and prior to the next flight duty time is increased by an amount at least equal to the extension to the flight duty time.

#### **6.2.5** *UNFORESEEN OPERATIONAL CIRCUMSTANCES (UOC)*

- 6.2.5.1 The Duty Period may be extended by three (3) hours in duration for unforeseen operational circumstances where both FCMs agree it is safe to do so. The subsequent rest period shall be increased by the exceedance.

#### **6.2.6** *MINIMUM REST PERIODS AND TIME FREE FROM DUTY*

- 6.2.6.1 As per CAR's a minimum rest period must be provided. For scheduling purposes 10 hours free from duty will be planned. The time free from duty may be reduced to no less than nine (9) hours on an individual basis with FCM agreement.

#### **6.2.7** *DEADHEADING / POSITIONING / TRAVELING*

- 6.2.7.1 When an air operator assigns an FCM to positioning, the following shall apply:
- (a) All of the time spent in positioning shall count as duty time;
    - i. Positioning after reporting but prior to operating shall be included as part of the FDP but shall not count as a sector;
    - ii. The total duty including positioning duty shall not be scheduled to exceed seventeen (17) hours, unless mutually agreed between the Company and the FCM.

## **6.2.8** *GUARANTEED DAYS OFF (GDO'S)*

- 6.2.8.1 GDOs are identified by an "X" on an FCM's Block.
- 6.2.8.2 A schedule will be constructed to provide a minimum number of Guaranteed Days Off dependent on their total employment with the company as a pilot.

### Employment:

- 0 to 24 Months – A minimum of Ten (10) GDOs
- 25 to 60 Months – A minimum of Eleven (11) days GDOs
- Over 60 Months – A minimum of Thirteen (13) GDOs

### *NOTE: Beginning February 1st 2020 this will change to:*

- 0 to 12 Months – A minimum of Ten (10) GDOs*
- 13 to 36 Months – A minimum of Eleven (11) days GDOs*
- 37 to 60 Months – A minimum of Twelve (12) GDOs*
- Over 60 Months – A minimum of Fourteen (14) GDOs*

- 6.2.8.3 A GDO is a twenty-four (24) hour period free from duty at the FCM's home base.
- 6.2.8.4 Once the schedule is released, the scheduled GDO's for an FCM can only be changed with a mutual agreement between the FCM and the Company

## **6.2.9** *TWO CAPTAINS FLYING TOGETHER*

- 6.2.9.1 When two captains on the PSL are flying together, the captain who has the most seniority in that classification shall be in charge of the flight, unless; prior to the flight, both FCM's mutually agree otherwise. The captain flying in the right seat must be right seat qualified.
- 6.2.9.2 When two captains are flying together, and one of the captains is a management pilot, the management pilot shall be in charge of the flight, unless; prior to the flight, the management pilot advises the other captain that they are in charge.

## **6.2.10** *FLYING 703 / 704*

- 6.2.10.1 Where operations are conducted under more than one CAR Subpart. The Company shall provide FCMs, three (3) consecutive calendar days off prior to changing their Flight Duty Time Limitations.

## **6.3** *SCHEDULE CHANGES*

### **6.3.1** *GENERAL*

- 6.3.1.1 Once schedules are released, schedule changes will be for the purpose of maintaining operational requirements only.

- 6.3.1.2 Should an FCM's report time change more than 3 hours than previously scheduled without twelve (12) hours advance notice, then the FCM will be paid an additional 5 hours at the FCMs flying time pay rate. This does not apply to a report requirement on a reserve day.

*Note: This will increase to twenty-four (24) hours notice in the fall*

### **6.3.2 SCHEDULE CHANGE NOTIFICATIONS**

- 6.3.2.1 The Company will maintain a standard method of notifying FCMs of the departure time of their trips. The Company shall notify FCMs promptly of any cancellations, extensions, delays or deferments of their trips provided such notification does not interrupt required crew rest periods.
- 6.3.2.2 If a duty change occurs during the designated rest period, an email detailing the change shall be sent to the FCM's work email account. This will be followed up with a call at an appropriate time as to not interrupt crew rest.
- 6.3.2.3 In the case of a delay of less than three (3) hours that becomes known before Report Time, the Company will telephone the Flight Crew, starting with the Captain.

### **6.3.3 IRREGULAR OPERATIONS (IROPS)**

- 6.3.3.1 If, due to IROPS, a duty day extends more than three (3) hours into a vacation day, it will be replaced with an additional vacation day. The additional day will be scheduled by mutual agreement; however, where mutual agreement is not achieved, then the default will be to add the additional vacation day to the current vacation time off by adding one additional day of vacation.
- 6.3.3.2 If, due to IROPS, a duty day extends more than three (3) hours into a GDO, the FCM shall be compensated in accordance with Article 6.3.4.2. Where the GDO precedes a vacation day, and where mutual agreement is not achieved in regards to the date of the replacement GDO, then the default will be to add the additional GDO day to the current vacation time off by adding one additional day of vacation.

### **6.3.4 EMERGENCY HOURS**

- 6.3.4.1 Notwithstanding any provision of this Agreement, an unforeseen situation may arise where the Company must declare an emergency. Such situations include but are not limited to where there are insufficient pilots to continue operations, where a client must evacuate a remote site or where additional aircraft must be dispatched to transport passengers. In such event, the Employer agrees to exhaust all reasonable options (e.g. volunteers,

subcontracted pilots where available, etc.) to meet the operational needs. Failing that, an emergency will be declared. Staff sufficient to continue necessary operations will be drafted to duty regardless of approved vacation, Guaranteed Days Off (GDOs) or Leave of Absence (LOA) for the duration of the emergency. In such circumstances, the Employer agrees to draft flight crews in reverse order of seniority.

- 6.3.4.2 FCMs drafted to such duty shall have the option to receive a pay premium in accordance to Article 7.5.3.1, or a day off with pay for each day of their draft. In addition, they will receive an extra GDO, for each day drafted, at a time mutually agreeable to the FCM and Employer.

### **6.3.5 MUTUAL SHIFT TRADES / GIVEAWAYS**

- 6.3.5.1 Any shift trade must be approved in advance by the Base Manager or Chief Pilot or Director of Flight Operations.

### **6.4 CARGO FCM'S**

- 6.4.1 Designated Cargo FCMs are subjected to alternate schedules and/or hours of service scheduled, and as reference in Letter of Understanding 2.

### **6.5 SCHEDULE COMMITTEE**

- 6.5.1 As both parties agree that scheduling is of great importance to all and that cooperating, sharing information and efforts in this regard can only be of benefit to both, the parties agree as follows:
- 6.5.2 A schedule committee will be formed consisting of one representative from the union one representative from the company One captain, one first officer, the company scheduler and Flight Safety personnel (who will provide fatigue risk assessment).
- 6.5.3 The committee will have as it's parameters the terms of the collective agreement, our customer requirements, cost neutrality compared to the status quo and the CARS. The committee would be free to make any and all recommendations necessary for consideration by the employer and if it impacted the collective agreement then to the union as well.

*NOTE: Post ratification the committee will be convened to immediately review alternatives to for the Halifax Schedule.*

- 6.5.4 Either party reserves the right to engage the mediation services provided by the Federal Department providing mediation as required to assist the parties should it be required.



## **ARTICLE 7: SALARIES**

### **7.1 GENERAL**

7.1.1 All FCMs covered by this Agreement shall be on a bi-weekly salary basis in accordance with Appendix 'A' of this Agreement.

*NOTE: Upon ratification of this agreement, the salary shown in Appendix 'A' shall be recto-actively in affect as of February 5th 2019.*

7.1.2 Where an FCM provides training or line indoctrination on one or more types of equipment they will be paid in addition to their normal salary as follows:

- Training Premium – \$5000 per year added to salary
- Line Indoctrination – \$50 per day
- Line Checks – \$50 per day

7.1.3 Salary increases are based on length of full-time service as an FCM with the Company, on the anniversary date of their first revenue flight or on the anniversary of their promotion, should it be different.

7.1.4 Daily Rate is calculated by dividing the annual salary by 12 and then dividing by a 30 day block minus GDO's  $((\text{Annual salary}/12)/(30-(10 \text{ to } 14)))$

7.1.5 The calculation of a FCM's hourly rate should such calculation be required is as follows:

- Hourly Flight Rate: FCM's Annual Salary per Appendix 'A' divided by twelve hundred (1200) hours.
- Duty Time Hourly Rate: FCM's Annual Salary per Appendix 'A' divided by 2080

### **7.2 CAPTAIN FLYING AS A FIRST OFFICER**

7.2.1 When a Captain serves as a First Officer on any flight, they will continue to receive pay at their Captain rate.

### **7.3 OVER & UNDER PAYMENTS**

7.3.1 Any pay due an FCM as a result of an error in their pay deposit or statement shall be corrected as soon as reasonably possible and paid to the FCM by separate cheque or deposit. If an overpayment is paid to an FCM and it is noticed during that pay period, repayment will be made on next pay. If overpayment is not noticed during a pay period then a repayment plan will be offered to the FCM.



## **7.4 MULTI-TYPE PAY**

- 7.4.1 Captains and First Officers who are qualified to fly two types of Company aircraft and are requested to fly Multi-Type Aircraft will receive a multi-type pay for the full month.
- 7.4.2 Pilots who qualify for multi-type pay in accordance with Article 7.4.1 shall be paid at one hundred & five percent (105%) of their current Pay Rate.

## **7.5 OVERTIME**

### **7.5.1 GENERAL OVERTIME**

- 7.5.1.1 At all times the company will adhere the Canada Labor Code requirements.

### **7.5.2 TWENTY-EIGHT (28) DAY OVERTIME**

- 7.5.2.1 The company shall (*starting June 10, 2019*) track flight & duty time for Overtime Consideration.
- 7.5.2.2 For the purpose of calculating overtime for the twenty-eight (28) day period, each FCM will receive an email from the company outlining their flight and duty hours in the twenty-eight (28) day period. In the case of a discrepancy the FCM should reply to the email with their concern. If the discrepancy cannot be rectified prior to release any funds owed to the FCM will be paid on the next business day upon reconciliation of the discrepancy.
- 7.5.2.3 **28 Day Flight Hour Cap**  
Four (4) week / twenty-eight (28) day flying cap with additional compensation for any excess flying over 84 hours paid on every second pay period. For the purpose of compensation related to this article, the Flight Time Rate is paid at 1.5 Times the Hourly Flight Time Rate established based on the FCM's Annual Salary/1200hrs. There will be no pyramiding per article 7.5.3, for example if the FCM is compensated a 1.5 times premium for flying on a GDO those hours will not be counted again toward the 28 Day Flight Hour Cap.
- 7.5.2.4 **28 Day Flight Duty Cap**  
Four (4) week / twenty-eight (28) day flight duty cap with additional compensation for any excess duty over 192 hours paid on every second pay period. For the purpose of compensation related to this article, the Duty Time Rate is paid at 1.5 Times the Hourly Duty Time Rate established based on the FCM's Annual Salary/2080 hrs. There will be no pyramiding per article 7.5.3, for example if the FCM is compensated a 1.5

times premium for flying on a GDO those hours will not be counted again toward the 28 Day Flight Duty Cap.

#### **7.5.2.5 Equal Time ON / Time OFF Schedule**

For the purposes of additional compensation, the duty period over a four (4) week / twenty-eight (28) day period is 192 hours, including intermediate rest periods. This limit does not apply for any FCM having an equal time on / time off schedule for a four (4) week / twenty-eight (28) day period.

*NOTE: In cases, where the FCM's schedule is changed to or from a non equal time on / time off schedule during the four (4) week / twenty-eight (28) day period, the additional compensation in Article 7.5.2.3 and Article 7.5.2.4 are applicable.*

7.5.2.6 Flight and Duty Time maximums will be IAW the Canadian Aviation Regulation Limits and requirements.

#### **7.5.3 GUARANTEED DAY OFF PAY (GDO PAY)**

7.5.3.1 If an FCM volunteers to work on their GDO they shall be paid the following premium:

- They shall be paid at 1.5 times the applicable rate for either their Flight Time Hours, or their Duty Time Hours.
- The higher of the two calculations shall be paid as applicable, with a Minimum 3 hour call in applicable at the Flight Duty Time rate; there will be no pyramiding.

#### **7.5.4 EIGHT PLUS DAILY FLIGHT LEGS**

7.5.4.1 FCM's will be paid overtime at 0.5 hours per flight leg in excess of eight (8)

*NOTE: For Example. An FCM with an annual salary of thirty-four thousand dollars (\$34,000) is asked to fly three (3) extra legs, making their daily flight leg total eleven (11). The FCM's ninth (9th) leg has a flight time of thirty (30) minutes, the tenth (10th) leg has a flight time of sixty (60) minutes, and the eleventh (11th) leg has a flight time of twenty (20) minutes. For each of those flights the FCM will receive an additional twenty-one dollars and twenty-five cents (\$21.25). This will work out to an extra sixty-three dollars and seventy-five cents (\$63.75) in wages for that day.*

$$\$34,000 / 1,200 = \$28.33$$

$$\$28.33 \times 1.5 = \$42.50$$

$$\$42.50 / 2 = \$21.25$$

$$\$21.25 \times 3 = \$63.75$$

**7.6 MARKET SUPPLEMENTS**

- 7.6.1 In the event that the Company determines, during the life of this Agreement, that market conditions require it to offer compensation in excess of that prescribed by this Agreement for purposes of retention or recruitment, the Company may increase the compensation for any classification upon notice to the Union of such action. It is understood and agreed that the supplement will then be payable to every pilot in the said classification. The supplement will be added to Appendix 'A'.

**ARTICLE 8: PER DIEMS / EXPENSES / ALLOWANCES**

*NOTE: The amounts of the Per Diems, Expenses, & Allowances listed in this article may be updated from time to time, throughout the term of this agreement. These updates will be made in the form of LOUs.*

**8.1 EXPENSE REPORTS**

- 8.1.1 All expense claims shall be completed in full, signed and dated, and submitted with the expense receipts no later than the fifth (5th) day of the month following the month in which the expense was incurred. Charter and Medevac expenses must accompany their paperwork to allow for proper billing.
- 8.1.2 All expense claims together with supporting receipts shall be itemized on the company "Employee Expense Claim Form" and submitted to the Payroll Clerk Office for review, approval, and payment.
- 8.1.3 Approved employee expense claims shall be paid via direct deposit on the fifteenth (15th) day of the month. The employee will also receive an itemized statement showing what was deposited and any claims that were changed or rejected, and why they were changed or rejected. The employee will have the ability to dispute the changed or rejected claims.
- 8.1.4 If an expense is not claimed by the FCM by fifth (5th) day of the month following the month in which the expense was incurred, it will not be deposited in the FCM's account on the fifteenth (15th) day of the month, but rather will be processed and paid on the fifteenth (15th) day of the following month.

## 8.2 MEAL PER DIEMS

### 8.2.1 GENERAL

PER DIEMS	Date of Ratification	Feb 05 2020	Feb 05 2021	Feb 05 2022
<b>Half Day Pairing</b> <i>(Less Than 5 Hours)</i>	\$15.00	\$15.00	\$15.00	\$15.00
<b>Single Day Pairing</b> <i>(More Than 5 Hours)</i>	\$30.00	\$30.00	\$30.00	\$30.00
<b>Cargo FCMs</b>	\$35.00	\$35.00	\$35.00	\$35.00

*NOTE: New Hires who are in Ground School / SIM out of base shall receive a Daily Per Diem of \$60.00*

*NOTE: The \$15.00 Half Day Per Diem also applies to the last RON shift prior to a GDO.*

*NOTE: Medevac FCMs shall receive Per Diems as per Article 8.4*

### 8.2.2 THE BOXED LUNCH PROVISION

8.2.2.1 The provision of a box lunch in lieu of the daily per diem will be at the request of the FCM. FCM members will be required to advise the company via email to *schedules@evasair.com* at least five (5) days in advance of the scheduled flights if they wish to avail of this option. Otherwise, the standard per diem rates will apply.

## 8.3 AWAY FROM BASE PER DIEMS

8.3.1 An FCM who is away from their home base for the entire day will receive an additional daily per diem of forty-three dollars (\$43) on top of their standard per diem rate. The FCM will not be required to supply receipts.

## 8.4 MEDEVAC PER DIEMS

8.4.1 An FCM who is flying medevac shall receive a Medevac Shift Per Diem of thirty-five dollars (\$35) Per day.

8.4.2 A “Call-out” is defined as one (1) dispatch circuit. This circuit starts from wheels-up at the assigned dispatch base to return to the dispatch base and must involve a patient or Medical Flight Team movement – or planned movement.

(e.g. YQX – YYT (MFT) – YYR (Patient) – YAY (Patient) – YYT – YQX = 1 Circuit)

## 8.5 CHARTER PER DIEMS

8.5.1 The following Per Diems apply to charter flights. The rates are inclusive of HST and Gratuity. If the FCM chooses not to provide a receipt showing

the charge and the HST, then only the meal allowances less HST will be reimbursed.

The following are the time lines in order to claim meal allowance when travelling:

**Breakfast:** Travel must commence prior to 06:00 am.

**Lunch:** Away from base later than 14:00 pm.

**Dinner:** Away from base later than 18:30 pm.

		<b>HST</b>	<b>Total</b>
<b>Breakfast</b>	\$ 10.00	\$ 1.50	\$ 11.50
<b>Lunch:</b>	\$ 13.00	\$ 1.95	\$ 14.95
<b>Dinner:</b>	\$ 20.00	\$ 3.00	\$ 23.00

## **8.6 MILEAGE RATES**

8.6.1 The rate for an FCM who is approved to use their own vehicle while on Company business shall be paid as per the company policy which is subject to change (thirty-two cents (\$0.32) per kilometer, at time of printing.)

## **8.7 PRIVATE ACCOMMODATIONS**

8.7.1 Approved Private Accommodations will be paid as per the company policy which is subject to change (at time of print was set at a minimum of twenty-five dollars (\$25) per night.)

## **8.8 MEDICAL**

8.8.1 Any FCM employed by the company on July 31st shall receive One hundred dollars (\$100) for costs associated with medical examinations, and documents required to maintain a Category 1 Medical.

## **8.9 DOCUMENTS**

8.9.1 The Company will continue to pay for all required type endorsements and PPC's renewals.

8.9.2 The Company shall furnish aboard each aircraft a suitable kit of En-Route Charts, required VFR Charts, IFR Approach Charts and such other manuals and charts required for the Company's operation of the aircraft.

**8.10 CELL PHONES**

8.10.1 The Company will provide one operational cell phone and charger per aircraft.

**ARTICLE 9: VACATIONS**

**9.1 GENERAL**

9.1.1 In the first year of employment, FCMs accrue vacation to be used in the following year. Vacation scheduling and accrual is based on the calendar year beginning January 01. Vacation is accrued as follows:

One to Two Years of employment	ten (10) days – salary continuance
Three to Five Years of employment	twelve (12) days – salary continuance
Five to Nineteen Years of employment	fifteen (15) days – salary continuance
Twenty Years Plus of employment	twenty (20) days – salary continuance

*NOTE: Vacation Days are in addition to GDO's*

9.1.2 For the purpose of scheduling vacation, the vacation of supervisors and other management personnel shall not be taken into account. The need to schedule relief at overtime rates shall not be considered just cause for denying an FCM their scheduled vacation.

9.1.3 Once a vacation is approved, it can only be changed by the FCM, upon no less than forty-five (45) days written notice of request, and where approved by the Company (subject to operational requirements and not disrupting other approved vacations).

9.1.4 The Company may modify a FCM's vacation schedule with fourteen (14) days' notice from the start of their vacation period under exceptional, unpredictable or uncontrollable circumstances. In that case the vacation will be changed to another date convenient to both parties. If the FCM incurs costs as a result of having their vacation cancelled, the Company upon presentation of receipts will reimburse those costs. The Company will inquire what costs are associated with cancelling the FCM's vacation and make a decision if they wish to cancel the vacation or leave it as bid.

9.1.5 When a FCM's vacation is changed in accordance with Article 9.1.4, the new vacation dates will be set by mutual agreement, or, at the FCM's option, will be paid out at the end of the year.

9.1.6 If, due to IROPS, a duty day extends into a vacation day (past 0300 hours local home base time), it will be replaced with an additional vacation day. The additional day will be scheduled by mutual agreement; however, where mutual agreement is not achieved, then the default will be to add

the additional vacation day to the current vacation time off by adding one additional day of vacation.

## **9.2 VACATION BIDDING**

- 9.2.1 The vacation bidding process is intended to ensure that vacations are used without carryover to the following year; the exception being if the FCM's vacation is cancelled per Article 9.1.4. Vacations will provide for sufficient crewing of all aircraft and will be spread over the entire year.
- 9.2.2 Vacation year(s) entitlement will be based on completed years of service as of December 31st of each year.
- 9.2.3 Vacation periods shall be awarded by Base in accordance with seniority.
- 9.2.4 Vacation availability will be determined by the Company based on operating requirements. The Company shall post at each Base on or before the October 1st, a roster of vacation periods anticipated to be available for the period January 1st to December 31st inclusive of the following year. The Company will endeavor to make as much time as possible available in the summer months. The minimum amount of vacation will be one captain and one first officer per base per week. Commencing November 1st and no later than November 15th of each year, vacation requests must be submitted for approval. Such requests will be evaluated to ensure that sufficient crewing can be achieved to meet operational requirements and approvals will be identified and communicated by December 1st of each year.
- 9.2.5 The Company shall use the International Standard ISO 8601 Calendar, where Monday is the first day of the week and Sunday being the seventh and final day.
- 9.2.6 Vacation time will begin immediately following the GDO's of the last duty day worked.
- 9.2.7 Vacation sliding will be in accordance with the vacation sliding grid in Appendix 'C' unless otherwise specified.
- 9.2.8 An FCM shall have the option not to slide their week of vacation, in this case the dates selected will apply.
- 9.2.9 Vacations will be bid in two rounds. In the first round FCMs may bid up to two (2) consecutive weeks of vacation. Selections for the first round must be submitted by October 15th. The Company will confirm first round vacation selections and distribute the vacation availability for the second round of vacation by Nov 1st. FCMs will have until November 15th, to submit their vacation requests for the second round of vacation. Remaining vacation can be selected in one, or two, week increments.

Such requests will be evaluated to ensure that sufficient crewing can be achieved to meet operational requirements and approvals will be identified and communicated by December 1st of each year. The parties may introduce an electronic bidding system upon mutual agreement.

- 9.2.10 Any FCM who fails to submit their bid by November 30th will have their vacation assigned by the Company. Vacation will be paid out upon leaving the employ of the Company.
- 9.2.11 When a previously bid vacation week(s) become available, or when an additional week(s) is allocated during the current vacation year, it will be posted for fourteen (14) days and awarded in accordance with FCM seniority.

## **ARTICLE 10: STATUTORY HOLIDAYS**

### **10.1 GENERAL**

- 10.1.1 In lieu of Statutory Holidays the parties agree to bid 10 additional days of vacation. Such days will pro-rated for FCMs with less than one year of service and for FCMs that leave the employment of the Company prior to the completion of any calendar year.

## **ARTICLE 11: LEAVE OF ABSENCE**

### **11.1 UNION LEAVE**

- 11.1.1 Any Pilot of the Company elected or appointed to a full-time position in the local union or National Union will be granted a leave of absence by the Company.
  - (a) Aircraft currency must be maintained in accordance with the Company's Flight Training Manual (FTM) and Company Operations Manual (COM). The cost to maintain such currency shall not be borne by the Company.
  - (b) Such leaves will remain in effect until notice to cancel such leave is given by the Union.
  - (c) During such leave of absence, seniority will be accrued for pay and vacation purposes.
- 11.1.2 Subject to operational requirements, the Company agrees to grant leave of absence to members of the Union to attend to business of the Union, including Union functions, to a maximum of seven (7) calendar days per application. Applications for such leave shall be made in writing to the Operations Manager. Such applications shall be made five (5) days prior to



the posted monthly schedule, unless mutually agreed to a different notice period.

- 11.1.3 The Company agrees to maintain regular pay for all FCMs granted Union leave and the Union agrees to reimburse the Employer for all such pay and fringe costs. There will be no loss of seniority for FCMs granted Union leave for the duration of same. The Employer agrees to maintain regular pay, (no overtime and or per diems), for two (2) members to attend collective bargaining.

## **11.2 PERSONAL LEAVE**

- 11.2.1 In the Employer's sole discretion, a leave for personal reasons may be granted. The Employer grants personal leave without pay upon approval. If the FCM requesting such leave agrees to pay the full premium cost of FCM benefits, service will be deemed continuous where the leave is less than one hundred and twenty (120) days. Such payments for benefits shall be made in advance in the form of monthly post-dated cheques. Seniority will continue to accrue during the leave of absence.

## **11.3 JURY DUTY**

- 11.3.1 Any Pilot who, by reason of any summons, subpoena, writ, petition or other legal process, is required by law to do anything; shall be granted an immediate leave of absence for the period of time required. The Pilot shall retain and accumulate seniority while on such leave of absence.
- 11.3.2 Any Pilot who, by reason of any summons, subpoena, writ, petition or other legal process, will have their leave will be granted as soon as the Pilot has advised their Manager or Human Resources of their subpoena.

## **11.4 MATERNITY / PARENTAL / ADOPTION / COMPASSIONATE CARE LEAVE**

- 11.4.1 Maternity, Parental and Compassionate Care Leave without pay shall be provided pursuant to the Canada Labour Code, as amended from time to time. It is agreed and understood that seniority will not be interrupted by virtue of approved leave(s) of absence provided by this clause so long as the employment relationship continues.

## **11.5 BEREAVEMENT LEAVE**

- 11.5.1 **For an FCM's Immediate Family**  
FCMs will be granted five (5) consecutive days commencing on the day immediately following the day of notification of death off with pay, provided such days are scheduled work days.

*NOTE: Immediate family shall be defined as: parent, spouse; including common law spouse, child, brother/sister, and step relatives.*

- 11.5.2 **For an FCM's Mother/Father-in-law, & Grandparent/Grandchild:** FCMs will be granted three (3) consecutive days commencing on the day immediately following the day of notification of death off with pay, provided such days are scheduled work days.
- 11.5.3 Where practicable, in the opinion of the Company, limited unpaid time off may be granted pursuant to a bereavement.
- 11.5.4 Any bereavement leave days as contemplated are not inclusive of any GDO or vacation days that may occur during the period of the authorized bereavement leave.

## **11.6 MILITARY LEAVE**

- 11.6.1 A Pilot who is actively participating in the Reserves may be granted a leave of absence without pay for such duration as the Pilot needs to complete their required annual training. Should a Pilot be called to active duty, the Pilot's position will be held until their return. Any pay increases the Pilot would have received during the leave will be implemented upon return from the leave.

## **ARTICLE 12: SENIORITY**

### **12.1 GENERAL**

- 12.1.1 Bargaining unit seniority will begin on the FCM's first revenue flight with the Company. Seniority will be a factor in promotions and status changes, subject to the required qualifications, skills and abilities as determined by the Company.
- 12.1.2 The Company agrees to post a seniority list semi-annually. It is the responsibility of any FCM contesting the accuracy of such list to do so within thirty (30) days of the posting of a list.

### **12.2 JOB POSTINGS**

- 12.2.1 An FCM may elect to provide the Company with a letter of preference (Appendix 'D'), which will be used to advise the Company of the FCM's interest in being considered for specific positions and/or locations that are currently available; or may be available in the future. This letter will be used even if a posting closes during that FCM's absence from the workplace.

*NOTE: The Letter of Preference form will be made available for FCM's at each base.*

*NOTE: An FCM may update/change their Letter of Preference at any time by submitting a new letter.*

- 12.2.2 The Company agrees that internal applicants will be granted positions prior to external applicants. However, the Employer will consider the qualifications, ability and skill of all applicants. Where they are equal, the senior FCM will be selected.
- 12.2.3 The process for filling an open position will be the following:
- (a) Offer the position to the senior FCM, relocation costs at the FCM's expense.
  - (b) Company may offer a paid move to the FCM.
  - (c) Company will offer position to external applicant.
  - (d) Company will layoff junior member (if surplus exists in another base) and offer the position and pay moving expenses.

### **12.3 HIRING OUTSIDE OF THE COMPANY**

- 12.3.1 The Company retains the discretion to place new hires at any point in the appropriate salary grid short of the top rate in recognition of relevant industry experience when recruiting.

### **12.4 PILOT HIRING COMMITTEE**

- 12.4.1 The Company will issue a posting for senior pilots to be trained as a member of the EVAS Interview Committee. It will begin with 2 pilots from YHZ and 2 from YQX. The committee members will receive training on an introduction to Interviewing. A pilot member of the committee will participate in a candidate interview and will form part of the process for recommending candidates for employment consideration up to and including placement on the Company's pay scale.

## **ARTICLE 13: TRAINING**

### **13.1 GENERAL**

- 13.1.1 Each training day and/or simulator day will be treated as a work day. When a training day or simulator day occurs on a GDO the day will be credited back to the FCM within sixty (60) days or to a mutually agreeable date.

13.1.2 Training shall be provided by the Company pursuant to the Company's training program and shall include but not be limited to the following elements, as and where required:

- Ground Training
- Flight Training
- Simulator Training
- Flight Crew Instrument Rating/Proficiency Check (PPC)
- Line Indoctrination

## **13.2 FAILURE TO QUALIFY**

13.2.1 The term failure to qualify shall mean:

- failure to receive a recommendation for a flight test after completion of the full Training program, or
- failure of the actual flight test after receiving said training and recommendation, or
- failure to successfully complete line indoctrination, or
- failure to pass an initial or recurrent technical ground school exam (i.e. any exam requiring technical knowledge of equipment, policies, procedures, weather, excluding items that are purely "customer service oriented"), or
- failure to pass airport qualification check, or
- failure to pass a Simulator Evaluation.

13.2.2 A pilot who fails to qualify will continue to be paid for a two (2) week period pending retesting.

13.2.3 A pilot who fails to qualify and who subsequently is to receive additional training may have the option of having such training and flight test done by a different Training and/or Check Pilot. If another Training and/or Check Pilot is not available, the Company may require the candidate to receive said additional training and flight test with the same instructor or examiner.

13.2.4 A pilot who fails to qualify is entitled to complete all scheduled and required training, and may not be "washed out" prior to the end of the full training program; however, in cases where the candidate demonstrates a lack of required knowledge due to a lack of preparation, the Company may terminate training prior to the full program being completed. In such cases, the Company will advise the candidate in writing of their concerns, and allow them an additional training session prior to the termination of his training. In all cases the Union will be advised in writing prior to the candidate being "washed out".

- 13.2.5 A Captain who fails to qualify after their first attempt (following the initial failure to qualify) may be permitted to accept a voluntary demotion to First Officer.
- 13.2.6 A First Officer who fails to qualify after their first attempt (following the initial failure to qualify) may be terminated with just cause at the Company's sole discretion.

### **13.3 TRAINING BONDS**

- 13.3.1 The parties to this Agreement agree that the Company will maintain its practice of providing training to pilots, subject to completion of the Company's Flight Crew Funding Agreement (FCFA) which format may be amended by the Company from time to time.
- 13.3.2 The cost of Pilot Training shall become due and payable to the Company subject to the terms of the pilots (FCFA) as applicable and the terms of this article.
- 13.3.3 The Company agrees that financed training is capped at fifteen-thousand dollars (\$15,000). The fifteen-thousand dollars (\$15,000) shall be one-hundred percent (100%) repayable by the FCM should their employment terminate for just cause or resignation during the first twelve (12) months of employment.
- 13.3.4 Following the first twelve (12) months, the amount repayable shall reduce to seven thousand five hundred dollars (\$7500), and that amount shall be repayable on a prorated basis over the second twelve (12) months with any outstanding balance repayable by the FCM should their employment terminate for just cause or resignation.
- 13.3.5 There will be no training bond required for a transition from First Officer to Captain.

*NOTE: This will apply to all current and future First Officers and Captains.*

## **ARTICLE 14: PROBATION PERIOD**

### **14.1 GENERAL**

- 14.1.1 All FCMs are hired subject to a probation period, which extends until one hundred eighty (180) calendar days after the pilot has flown their first revenue flight. During that period, provisions of Article 13.2 and Article 15 do not apply.
- 14.1.2 The parties may agree to extend the probation period by a further ninety (90) days.

## **ARTICLE 15: GRIEVANCE PROCEDURE**

### **15.1 GENERAL**

- 15.1.1 A grievance by the Union, which is not a grievance of one or more FCMs, may be submitted in writing to the Company by the Union, and a grievance by the Company may be submitted in writing to the Union.
- 15.1.2 The time limit for such grievances will be fourteen (14) calendar days from the date upon which the moving party knew or reasonably could have known about the fact or event, which gave rise to the matter in dispute.
- 15.1.3 A meeting between representatives of the Company and Union will take place within fourteen (14) calendar days of the date of the written grievance unless the parties agree to another date.
- 15.1.4 The receiving party will reply in writing to the grievance within fourteen (14) calendar days of the date of the meeting. If the grievance is not deemed resolved the moving party may refer it to arbitration by written notice to the other party within fourteen (14) days of the date of the written response, consistent with Article 15.5 (Step Three).
- 15.1.5 The Union and Company may agree to change any time limit in writing.
- 15.1.6 In the event that a grievance is not submitted or advanced from one step to another within the time limits specified (subject to Article 15) or as extended by agreement between the Company and the Union in writing, the grievance shall be deemed to be withdrawn.
- 15.1.7 In the event that the Company does not respond to a grievance within the specified time limits (subject to Article 15), the grievance shall be assumed to be settled and the remedy applied.
- 15.1.8 A grievance by an FCM alleging that he has been terminated without just cause will be submitted at Step Two of the grievance procedure unless the parties agree otherwise. Termination grievances will be scheduled for arbitration at the earliest opportunity.
- 15.1.9 All arbitrations pursuant to this Agreement shall be heard by a single Arbitrator.

### **15.2 THE DISPUTE**

- 15.2.1 An FCM and or the Union who has a difference or dispute with the Company, or a dispute with respect to the interpretation of the Collective Agreement shall first discuss the matter with their supervisor with a view

to achieving prompt settlement thereof. This discussion will occur as soon as reasonably possible and the process shall use the following steps:

**15.3 STEP ONE (DISTRICT INVOLVEMENT)**

- 15.3.1 If, after forty-eight (48) hours from the time of such discussion, the matter is not resolved, it will become a formal grievance provided the FCM and/or their Union Representative present a written grievance form to the supervisor, specifying the provision(s) of the Collective Agreement allegedly violated and the remedy requested, all within fourteen (14) calendar days of the date of occurrence of the fact or event which gave rise to the dispute. A copy of the grievance form is attached hereto as Appendix 'B'.
- 15.3.2 The grievance will be heard by the Company at a meeting convened in a location and time convenient to the Company and Union within fourteen (14) calendar days of the date of the grievance unless another date is agreed by them. The Company will respond to the Union in writing within fourteen (14) days of the date of the meeting.

**15.4 STEP TWO (LOCAL INVOLVEMENT)**

- 15.4.1 Failing satisfactory resolution of the grievance in Step One, and provided written notice is provided to the Company within fourteen (14) calendar days of the date of the Step One decision, the Union may advance the grievance to Step Two, where it will be heard by the Company, within fourteen (14) days of the date of such notice unless another date is agreed by the parties. The Company will respond to the Union in writing within fourteen (14) calendar days of the meeting.

**15.5 STEP THREE (GOVERNMENT INVOLVEMENT)**

- 15.5.1 If the grievance is not deemed resolved within fourteen (14) calendar days of the Company's written decision at Step Two it may be referred to arbitration. The referring party shall do so in writing, and propose one or more arbitrators to hear the matter. The other party will respond as soon as possible with agreement on an arbitrator or alternative proposed arbitrators. In the event that no agreement can be reached, either party may seek the appointment of an arbitrator by the Federal Minister of Labour.
- 15.5.2 Upon agreement of the parties; and prior to advancing to arbitration, a grievance may proceed to Grievance Mediation as provided for by Employment and Social Development Canada – Federal Mediation and Conciliation Service.

- 15.5.3 Subsequent to Article 15.5.2 above, either party may elect to utilize Expedited Arbitration referenced in Letter of Understanding Number Ten (LOU #10) prior to the arbitration provisions per Article 15.5.1 of the collective agreement.

## **ARTICLE 16: LAYOFF, BUMPING, AND RECALL**

### **16.1 LAYOFFS AND REDUCTIONS**

- 16.1.1 The Company will provide the FCMs and the Union with notice of closure or partial closure or reduction in activity in accordance with the notice requirements of the Canada Labour Code.
- 16.1.2 The Employer will determine the timing of any layoff required. Layoffs will occur on the basis of reverse seniority by classification.
- 16.1.3 An FCM shall be paid out any outstanding vacation or statutory holiday days earned to their layoff date.
- 16.1.4 An FCM on layoff shall continue to accrue seniority except for pay and vacation purposes.
- 16.1.5 In the event of a layoff, a more senior FCM in the affected classification may volunteer for the layoff (in place of the junior FCM) and retain recall rights pursuant to Article 16.2.
- 16.1.6 In the event that no exercise of seniority to displace is available, the least senior FCM shall be laid-off.

### **16.2 RECALL**

- 16.2.1 FCMs on the recall list are responsible to inform the Company of their whereabouts and contact method of phone, text, or email so they may be contacted for recall. The Company will notify the FCM by telephone, text message or email provided. A copy of the contact attempts will also be provided to the Union.
- 16.2.2 When there is a vacancy in the FCM complement during the period of layoff, FCMs shall be recalled in order of seniority.
- 16.2.3 The FCM has forty-eight (48) hours to respond to the Company and must be able to report to work within an additional thirty (30) consecutive calendar days or some longer period if the Company in its discretion agrees to same.
- 16.2.4 If an FCM waives, or does not accept their recall, the recall shall be offered to the next senior FCM on layoff.



- 16.2.5 A laid-off FCM who refuses a recall for work expected to last less than thirty (30) calendar days will not lose their position on the recall list by virtue of that refusal.
- 16.2.6 The most junior FCM who is laid-off shall be obliged to accept the recall, and return to the classification they were laid off from, or they will no longer accrue seniority, and may forfeit their position on the PSL.
- 16.2.7 An FCM recalled pursuant to Article 16.2 shall be deemed to have continuous service but this provision will not permit any retroactive compensation or premium payments for all time spent laid-off by the FCM.

**16.3 SEVERANCE**

- 16.3.1 Laid-off FCMs shall receive a severance amount in accordance with the Canada Labour Code.

**ARTICLE 17: BENEFITS**

**17.1 GROUP RSP'S**

- 17.1.1 The Employer agrees to maintain an RSP program for all FCMs subject to eligibility and vesting policies.
- 17.1.2 Group RSP will be at 50/50 cost sharing.

**17.2 GROUP BENEFIT PROGRAM**

- 17.2.1 The Employer agrees to maintain a Group Benefit Program for all FCMs. Subject to eligibility requirements of the insurer, the program will include:
- Basic Life Insurance
  - Accidental and Death
  - Long term disability
  - Extended health benefits
  - Dental Benefits
  - Vision Care
  - EAP
- 17.2.2 The Employer is committed to FCM and Union involvement in decisions concerning plan design and costing moving forward.
- 17.2.3 Group Benefits will be at 50/50 cost sharing.

### **17.3 TUITION REFUND PROGRAM**

17.3.1 The Company encourages FCMs to pursue professional and personal development through a tuition refund program. Where the Company chooses in its sole discretion to approve a course and upon successful completion of that course, a FCM will be reimbursed 50% of the costs related to tuition and books to a maximum of \$750.00 per calendar year provided that none of the above are required courses to maintain or advance their license (i.e. ATPL).

### **17.4 PERSONAL DAYS**

17.4.1 Personal days may be used on short notice by the FCM for personal reasons, absence due to sickness or may be scheduled for a personal day off subject to operational requirements.

17.4.2 On January 1st, an FCM shall be entitled to earn four (4) personal days off per calendar year. The distribution of which, will be three (3) in the first quarter (Jan 1st) and one (1) in the last quarter of the year (Oct 1).

17.4.3 If the employee has three personal days available, and has not taken a personal day during the quarter the FCM will receive an additional personal day.

17.4.4 FCMs can exchange up to three (3) vacation days per calendar year to be used as personal days.

17.4.5 The maximum number of personal days that an FCM can accumulate in a calendar year is seventeen (17):

- 6 Carried Over
- 3 Entitled in January
- 1 Entitled in October
- 3 Exchanged Vacation Days
- 4 One (1) Earned Each Quarter (*Jan – Mar, Apr – Jun, Jul – Sept, Oct – Dec*)

17.4.6 Earned personal days off may be carried over year to year to a maximum of six (6) being carried over at any one time with any in excess of six (6) to be paid out to the FCM.

17.4.7 Should a pilot leave during the year and have used the three (3) personal days, the amount will be prorated and returned to the Company.

### **17.5 PARKING**

17.5.1 Parking stalls will be provided where possible by the Company in designated areas. FCMs will utilize the spaces so allocated.

## **ARTICLE 18: SAFETY, HEALTH AND GENERAL CONDITIONS**

### **18.1 GENERAL**

- 18.1.1 The Company recognizes the importance of and will promote and encourage safety in the workplace for the protection and general welfare of the FCMs. The Union recognizes its responsibility and will cooperate fully with the Company.
- 18.1.2 In recognition that workplace safety is a joint and mutual concern, the parties to this Collective Agreement agree to participate in an Aviation Occupation Health & Safety Committee (AOH&S) pursuant to the requirements of the Canada Labour Code.
- 18.1.3 Union members of the Company's AOH&S Committee will suffer no loss of regular pay for time spent in scheduled Committee meetings thereof. It is agreed that no overtime will be paid for such attendance.
- 18.1.4 Any member of the Joint Health and Safety Committee may request a meeting of the joint Health and Safety Committee. Meetings will be scheduled within thirty (30) days of the request.

## **ARTICLE 19: INJURY ON THE JOB**

### **19.1 GENERAL**

- 19.1.1 FCMs who are injured at work and who are unable to continue at their job, or who are sent home by the Company due to an occupational injury or illness, shall be paid their regular earnings for the balance of the day on which the injury or illness occurs, in accordance with the applicable Worker's Compensation Requirements.

## **ARTICLE 20: INVESTIGATIONS**

### **20.1 GENERAL**

- 20.1.1 The Company agrees to a union representative being involved in an investigation proceeding regarding an FCM. Such proceeding will not be delayed due to the unavailability of a union representative. Whenever a union representative is not available, the FCM can select another FCM to accompany them.

## **ARTICLE 21: PILOT FILES**

### **21.1 GENERAL**

- 21.1.1 Records of disciplinary action relating to matters of regulatory compliance are held between the FCM and Transport Canada.
- 21.1.2 Records of other disciplinary action, standard operating procedures, safety, and or behaviour will be kept by the Company, and will remain on an FCM's file for twenty-four (24) calendar months after issue. If no further discipline relating to a similar matter occurs, such records will be removed from the FCM's file.

## **ARTICLE 22: PILOT DRESS CODE / UNIFORMS**

### **22.1 GENERAL DRESS CODE**

- 22.1.1 Pilots are expected to wear uniform clothing prescribed by the Company in a clean, neat, and conservative manner. These Uniforms must be maintained according to standards described by the Company.
- 22.1.2 The Company will provide only certain uniform garments indicated herein at, and shall be cost Shared between the Pilot and the Company at a 50/50 cost share. Other items are the responsibility of each pilot.
- 22.1.3 The Company may alter this Uniform and Dress Code from time to time and the cost of such changes will be shared 50/50 by the Pilot and the Company.

### **22.2 UNIFORMS**

- 22.2.1 The following uniform shall apply to all FCMs. Compliance with it is mandatory for satisfactory job performance.
- 22.2.2 The standard Pilot Uniform will consist of:
  - (a) one (1) sweater, replaced every 24 months;
  - (b) one (1) winter jacket, replaced every 24 months;
  - (c) one (1) light weight jacket, replaced every 24 months;
  - (d) one (1) rain jacket, replaced every 24 months;
  - (e) three (3) dress pants, replaced every 12 months;
  - (f) five (5) dress shirts, replaced every 12 months;
  - (g) two (2) ties, replaced every 12 months;
  - (h) one (1) belt, replaced every 12 months,
  - (i) one (1) pair of black shoes, replaced every 12 months;
  - (j) one (1) pair of black boots, replaced every 24 months;
  - (k) one (1) pair of epaulettes, replaced as needed;
  - (l) one (1) reflective vest, replaced as needed;

- (m) one (1) lanyard, replaced as needed; and
  - (n) one (1) Toque, replaced as needed;
- 22.2.3 The Cargo Pilot Uniform will consist of:
- (a) one (1) rain jacket, replaced every 24 months;
  - (b) one (1) winter jacket, replaced every 24 months;
  - (c) one (1) light weight jacket, replaced every 24 months;
  - (d) two (2) cotton pants, replaced every 12 months;
  - (e) four (4) work shirts/golf shirts, replaced every 12 months;
  - (f) one (1) pair of black steel toe boots, replaced every 24 months;
  - (g) one (1) sweater, replaced every 24 months;
  - (h) one (1) belt, replaced every 12 months,
  - (i) one (1) reflective vest, replaced as needed;
  - (j) one (1) lanyard, replaced as needed; and
  - (k) one (1) Toque, replaced as needed;
- 22.2.4 Unifor Lapel Pin may be optionally worn if provided by the Union.
- 22.2.5 The Company will pay one-hundred percent (100%) of the cost of the epaulettes, wings, reflective vest, and lanyard.
- 22.2.6 Footwear will not be provided by the Company. Footwear will be cost shared between the Pilot and the Company at 50/50. The Company will reimburse the Pilot fifty percent (50%) of the price of the identified footwear (*taxes included*) up to one hundred and forty dollars (\$140) for shoes (*every 12 months*), and two hundred and ten dollars (\$210) for boots (*every 24 months*). The additional costs shall be borne by the FCM for footwear that costs more than the above amounts.
- 22.2.7 In extenuating duty related circumstances, the Company may replace damaged uniform garments outside of this schedule. Items considered noticeably worn should be shown to the Chief Pilot, who will work with Human Resources to ensure that uniform garments are appropriate. Pilots may also purchase additional uniform garments from the Company at cost.

## **ARTICLE 23: OTHER GENERAL AGREEMENTS**

### **23.1 INITIAL HOME BASE ASSIGNMENT**

- 23.1.1 Newly hired FCMs shall be assigned their designated position and home base prior to their first line-indoc flight.

**ARTICLE 24: TERM AND EFFECTIVE DATE**

24.1.1 This Agreement shall be in effect from February 5, 2019, to February 4, 2022, and shall continue from year-to-year after that day, unless either party gives notice in writing for the purpose of renewing the Agreement within a period of ninety (90) days prior to any such yearly date of termination.

24.1.2 The cost of printing and distributing the Collective Agreement will be shared 50/50 between the parties. The printing and distribution will be the responsibility of the Union.

Signed this 26th August 2019.

**On Behalf of Exploits Valley Air Services (EVAS)**

**On Behalf of Unifor Local 2002**



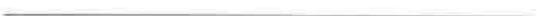
Stephen Dodsworth  
District Chairperson



Brian Burris  
Bargaining Committee Member



Lyndon Rowe  
Bargaining Committee Member



Ashley Watkins  
Assistant to the President, Local 2002



Chad Johnston  
Unifor National Staff Representative

## APPENDICES

### APPENDIX A – PILOT PAY SCALE

Upon ratification of the Collective Agreement below rates will come into affect as of February 5th 2019

<i>First Officer Pay Scale</i>					
YEAR	YEARLY INCREASE		FEBRUARY 5TH 2019	FEBRUARY 5TH 2020	FEBRUARY 5TH 2021
			2%	2%	2%
<b>0 – 0.5</b>	Probation: 0 – 6 months	%	31,839.36	32,476.15	33,125.67
<b>0.5 – 1.5</b>	6 months Increase	7.26%	34,149.84	34,832.83	35,529.49
<b>1.5 – 2.5</b>	18 months Increase	3.50%	35,311.10	36,017.33	36,737.67
<b>2.5 – 3.5</b>	30 months Increase	3.40%	36,468.80	37,198.18	37,942.14
<b>3.5 – 4.5</b>	42 months Increase	3.28%	37,664.90	38,418.20	39,186.57

*NOTE: First Officers Year 1 increase will commence following successful completion of one hundred eighty (180) calendar days of probation. Subsequent increases will occur on the anniversary date of successful probation completion.*

*NOTE: FCMs at the top of the pay scale will have 2% added to their annual salary on each anniversary date following the year in which the top of scale is reached. Applicable for the duration of the agreement.*

Upon ratification of the Collective Agreement below rates will come into affect as of February 5th 2019

<i><b>Captain Pay Scale</b></i>					
<b>YEAR</b>	<b>YEARLY INCREASE</b>		<b>FEBRUARY 5<sup>TH</sup></b>	<b>FEBRUARY 5<sup>TH</sup></b>	<b>FEBRUARY 5<sup>TH</sup></b>
			<b>2019</b>	<b>2020</b>	<b>2021</b>
			2%	2%	2%
<b>1</b>	Start	%	58,372.16	59,539.61	60,730.40
<b>2</b>	Year Two Increase	3.63%	60,494.79	61,704.68	62,938.78
<b>3</b>	Year Three Increase	3.50%	62,617.41	63,869.76	65,147.15
<b>4</b>	Year Four Increase	3.40%	64,740.03	66,034.84	67,355.53
<b>5</b>	Year Five Increase	3.28%	66,864.55	68,201.84	69,565.88
<b>6</b>	Year Six Increase	3.17%	68,983.99	70,363.67	71,770.94
<b>7</b>	Year Seven Increase	3.07%	71,122.53	72,544.98	73,995.88
<b>8</b>	Year Eight Increase	2.98%	73,242.08	74,706.92	76,201.06
<b>9</b>	Year Nine Increase	2.90%	75,366.09	76,873.41	78,410.88
<b>10</b>	Year Ten Increase	2.81%	77,483.88	79,033.55	80,614.23
<b>11</b>	Year Eleven Increase	2.73%	79,599.18	81,191.16	82,814.98
<b>12</b>	Year Twelve Increase	2.67%	81,724.48	83,358.97	85,026.15
<b>13</b>	Year Thirteen Increase	2.60%	83,849.31	85,526.29	87,236.82
<b>14</b>	Year Fourteen Increase	2.53%	85,970.69	87,690.10	89,443.91
<b>15</b>	Year Fifteen Increase	2.46%	88,101.91	89,863.95	91,661.23
<b>16</b>	Year Sixteen Increase	2.40%	90,216.31	92,020.64	93,861.05

*NOTE: FCMs at the top of the pay scale will have 2% added to their annual salary on each anniversary date following the year in which the top of scale is reached. Applicable for the duration of the agreement.*



# APPENDIX B – GRIEVANCE FORM



**UNIFOR**

2002

## GRIEVANCE REPORT RAPPORT DE GRIEF

Grievance No. / N° de grief:

Submitted to / Soumis à:

Company / Compagnie: \_\_\_\_\_ Base: \_\_\_\_\_ Date: \_\_\_\_\_

Grievor / Plaignant(e): _____	
Emp # / le matricule: _____	Sen date / ancienneté: _____
Address / Adresse: _____	
Ph Bus / Tél (bur): _____	Ph Res / Tél (rés): _____
Work Lcn / Lieu de trav: _____	Class/Status / Classe/Statut: _____

### **Nature of Grievance / Nature du grief:**

Date of Occurrence: \_\_\_\_\_ Grievance Type: \_\_\_\_\_  
Date de l'événement: \_\_\_\_\_ Type de grief: \_\_\_\_\_

Violation of Article(s): \_\_\_\_\_ and any other related Articles, LOU's or MOU's based on the following:  
Violation de l'article: \_\_\_\_\_ et de tout autre article, lettre ou protocole connexe, à savoir:

### **Settlement Requested / Règlement demandé:**

Full Redress and employee made whole. / Pleine réparation et indemnisation complète.

\_\_\_\_\_  
Signature: Employee / Employé(e)

\_\_\_\_\_  
Signature: Unifor Rep./District Chairperson / Rep./Prés. district Unifor

\_\_\_\_\_  
Name of District Chairperson /  
Président(e) de district

\_\_\_\_\_  
Ph Bus / Tél (bur):

Copy / copie: Unifor Bargaining Committee Rep / Représentant du Comité de négociation  
Grievance Coordinator / Coordinator des griefs, Unifor 2002, Unit 5, 7015 Tranmere Dr. Mississauga. ON L5S 1M2

## APPENDIX C – VACATION SLIDING GRIDS

4 X 3 Schedules	Previous Week			Vacation Bid Week						
	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Vacation Week Bid	X	X	X	W	W	W	W	X	X	X
Vacation Week Bid	W	X	X	X	W	W	W	W	X	X
Vacation Week Bid	W	W	X	X	X	W	W	W	W	X
Vacation Week Bid	W	W	W	X	X	X	W	W	W	W
Vacation Week Bid	W	W	W	W	X	X	X	W	W	W
Vacation Week Bid	X	W	W	W	W	X	X	X	W	W
Vacation Week Bid	X	X	W	W	W	W	X	X	X	W

\*\*Tie will move forward

3 X 3 Schedules	Previous Week			Vacation Bid Week						
	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Vacation Week Bid	X	X	X	W	W	W	X	X	X	W
Vacation Week Bid	W	X	X	X	W	W	W	X	X	X
Vacation Week Bid	W	W	X	X	X	W	W	W	X	X
Vacation Week Bid	W	W	W	X	X	X	W	W	W	X
Vacation Week Bid	X	W	W	W	X	X	X	W	W	W
Vacation Week Bid	X	X	W	W	W	X	X	X	W	W

\*\*Tie will move forward

5 X 4 Schedules	Previous Week			Vacation Bid Week						
	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Vacation Week Bid	X	X	X	W	W	W	W	W	X	X
Vacation Week Bid	X	X	X	X	W	W	W	W	W	X
Vacation Week Bid	W	X	X	X	X	W	W	W	W	W
Vacation Week Bid	W	W	X	X	X	X	W	W	W	W
Vacation Week Bid	W	W	W	X	X	X	X	W	W	W
Vacation Week Bid	W	W	W	W	X	X	X	X	W	W
Vacation Week Bid	W	W	W	W	W	X	X	X	X	W
Vacation Week Bid	X	W	W	W	W	W	X	X	X	X
Vacation Week Bid	X	X	W	W	W	W	W	X	X	X

5 X 3 Schedules	Previous Week			Vacation Bid Week						
	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Vacation Week Bid	X	X	X	W	W	W	W	W	X	X
Vacation Week Bid	W	X	X	X	W	W	W	W	W	X
Vacation Week Bid	W	W	X	X	X	W	W	W	W	W
Vacation Week Bid	W	W	W	X	X	X	W	W	W	W
Vacation Week Bid	W	W	W	W	X	X	X	W	W	W
Vacation Week Bid	W	W	W	W	W	X	X	X	W	W
Vacation Week Bid	X	W	W	W	W	W	X	X	X	W
Vacation Week Bid	X	X	W	W	W	W	W	X	X	X

\*\*Tie will move forward

4 X 4 Schedules	Previous Week			Vacation Bid Week						
	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Vacation Week Bid	X	X	X	W	W	W	W	X	X	X
Vacation Week Bid	X	X	X	X	W	W	W	W	X	X
Vacation Week Bid	W	X	X	X	X	W	W	W	W	X
Vacation Week Bid	W	W	X	X	X	X	W	W	W	W
Vacation Week Bid	W	W	W	X	X	X	X	W	W	W
Vacation Week Bid	W	W	W	W	X	X	X	X	W	W
Vacation Week Bid	X	W	W	W	W	X	X	X	X	W
Vacation Week Bid	X	X	W	W	W	W	X	X	X	X

6 x6 schedule	Previous Week			Vacation Bid Week						
	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Vacation Week Bid	X	X	X	W	W	W	W	W	W	X
Vacation Week Bid	X	X	X	X	W	W	W	W	W	W
Vacation Week Bid	X	X	X	X	X	W	W	W	W	W
Vacation Week Bid	X	X	X	X	X	X	W	W	W	W
Vacation Week Bid	W	X	X	X	X	X	X	W	W	W
Vacation Week Bid	W	W	X	X	X	X	X	X	W	W
Vacation Week Bid	W	W	W	X	X	X	X	X	X	W

7X7 schedule	Previous Week			Vacation Bid Week						
	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Vacation Week Bid	X	X	X	W	W	W	W	W	W	W
Vacation Week Bid	X	X	X	X	W	W	W	W	W	W
Vacation Week Bid	X	X	X	X	X	W	W	W	W	W
Vacation Week Bid	X	X	X	X	X	X	W	W	W	W
Vacation Week Bid	X	X	X	X	X	X	X	W	W	W
Vacation Week Bid	W	X	X	X	X	X	X	X	W	W
Vacation Week Bid	W	W	X	X	X	X	X	X	X	W

**APPENDIX D – LETTER OF PREFERENCE**

**Name:** \_\_\_\_\_

<b>Desired Position</b>	<b>Classification (CPT, FO)</b>	<b>Home Base (YQX/YHZ)</b>	<b>Ideal Flying Preference</b>
1st choice:	_____	_____	_____
2nd choice:	_____	_____	_____
3rd choice:	_____	_____	_____
4th choice:	_____	_____	_____
5th choice:	_____	_____	_____

*NOTE: Ideal Flying preferences could be: “Overnights” “Medevac” “Cargo” “Air Canada” ect.*

I am willing to change my base from \_\_\_\_\_ to \_\_\_\_\_ in order to obtain a position as:

Captain           

First Officer     

Signature : \_\_\_\_\_

FCM

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

Company Representative

Date : \_\_\_\_\_

## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING #02 – CARGO OPERATIONS**

Alternate schedules may be implemented for Cargo operations, however the GDOs per the agreement apply.

On a go forward basis the Cargo Pilots will bid their stats per the agreement.

**LETTER OF UNDERSTANDING #09 – AIR CANADA OVERNIGHT PREMIUM**

**LETTER OF UNDERSTANDING #09**

BETWEEN:

**Exploits Valley Air Services (EVAS)**  
(hereinafter referred to as the “Company”),

- and -

**UNIFOR, LOCAL 2002**  
(hereinafter referred to as the “Union”).

**Re: Air Canada Overnight Premium (ACOP)**

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This LOU will become effective on January 1st, 2020

The company schedule involves overnight runs (*under the CARS referred to as split duty*). Flight crew members who work an Overnight Run, and who, upon return to base enter into a GDO, shall receive an (ACOP) expense of one hundred dollars (\$100) per Captain, and fifty dollars (\$50) per First Officer.

This premium does not apply for any FCM having an equal time on / time off schedule for the entire twenty-eight (28) day period.

**LETTER OF UNDERSTANDING #10 – EXPEDITED ARBITRATION PROCESS**

**LETTER OF UNDERSTANDING #10**

BETWEEN:

**Exploits Valley Air Services (EVAS)**  
(hereinafter referred to as the “Company”),

- and -

**UNIFOR, LOCAL 2002**  
(hereinafter referred to as the “Union”).

**EXPEDITED ARBITRATION PROCESS**

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- a. The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to them by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at a fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issue(s). The Arbitrator shall have all the powers and authority as an Arbitrator provided under the Canada Labour Code and the current Collective Agreement between the parties.
- b. All presentations are to be short and concise. They will include a comprehensive opening statement.
- c. The Arbitrator shall, within ten (10) days after the close of the hearing, deliver their decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issue(s) in dispute
- d. The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
- e. The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.
- f. The parties agree to the following list of 4 Arbitrators who shall be selected in rotation. Two names to be provided by each party.

**Selected by The Company**

**Selected by The Union**

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## **EVAS'S FATIGUE MANAGEMENT POLICY**

Safety depends, among other things, on employees being fit for duty while at work. Sleepiness and fatigue can be attributed to a range of factors including lack of recovery sleep, time on task, and time of day and body clock (circadian rhythm). Sleepiness and fatigue can affect physical and mental capabilities to perform at safe levels. It should also be noted that individuals may be affected differently depending on, for example, their age, general well-being, etc. Fatigue impairs judgement, hand-eye co-ordination, reaction times, concentration, problem solving abilities, moods, motivation levels, morale, communication skills, health and relationships with family, friends and work colleagues.

Responsible fatigue management requires fatigue to be managed as an Occupational Health and Safety issue rather than as an industrial issue. Moreover, fatigue management should be viewed as a shared responsibility. Employers have a 'duty-of-care' to provide safe work schedules that permit an adequate amount of time for an employee to sleep, rest and recover as well as fulfill their social and domestic responsibilities. Conversely, employees have a 'duty-of-care' to use their time away from work in a safe and responsible manner. That is, to ensure that they obtain sufficient sleep and recovery in order to complete their work duties in a safe and responsible manner.

### **Fatigue and Shiftwork**

EVAS will provide a fatigue management framework designed to ensure that employees are fit for duty at all times. This framework will provide adequate opportunity for recovery sleep between shifts to ensure an employee's performance is not impaired by fatigue.

### **Managing Fatigue Risks**

In accordance with EVAS' Policies and Transport Canada Regulations, EVAS will use appropriate risk assessment tools (including employee/management education and training programs) to measure, mitigate and monitor the risks associated with fatigue. In addition, mitigation strategies will be reviewed to ensure compliance with Occupational Health and Safety requirements.

### **Fatigue Management Framework**

The Fatigue Management Framework will be designed to provide:

- input from employees and independent professionals;
- appropriate management of;
- risks associated with shiftwork;
- both employer and employee responsibilities to ensure legal and OH&S compliance;



- objective assessment of planned and actual rosters to identify and manage work-related fatigue issues, and a risk management approach;
- training and education designed to assist managers, employees and their families, in addressing shiftwork and fatigue related issues.

### **Responsibility**

EVAS' employees have a responsibility to avoid fatigue related performance impairment:

- EVAS will ensure that, in the context of the performance required, employee schedules allow adequate breaks for recovery between shifts.
- Individuals have a duty of care to ensure adequate sleep is obtained between shifts and out of hours' activities do not cause fatigue or impair performance. When this is not the case, employees have a further responsibility to report the matter to their supervisor/manager. At no time should an employee put themselves or others at risk.

