

# COLLECTIVE AGREEMENT

Between

**Canadian North**



and

**UNIFOR Local 2002**



**September 27, 2023-September 28, 2026**

**Cargo/Ramp Attendants, Cargo Agents and  
Coordinators /Customer Service Agents and  
Coordinators Station Agents/Attendants and  
Coordinators Load Control Agents and  
Coordinators Iniksaliurnirmut Tatigiit Agents and  
Coordinators Crew Schedulers and Crew  
Scheduling Coordinators**

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## **ARTICLE 1: PURPOSE OF AGREEMENT AND DEFINITIONS**

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

- 1.05.8** "Full time" means an Employee who has been so classified by the Company and who is working the standard hours of service.
- 1.05.9 Rotator-A member who is on a rotational schedule and resides in housing provided by the Company while at work Rotational Schedule-An averaging schedule that consists of time in and time out schedules for example 3 weeks in and 3 weeks out.**

## **ARTICLE 2: RECOGNITION**

- 2.01** The Company recognizes the Union as the sole bargaining agent for all Employees performing the duties described on the CIRB Certification Order No.: 11618-U.
- 2.02** The provisions of this Agreement apply only to those employees employed within the territorial limits of Canada, and coming within the scope of this Agreement, defined under Article 4 herein.
- 2.03** Persons outside the bargaining unit will not perform bargaining unit work except in unusual circumstances which arise suddenly and/or where special assistance is required to avoid abnormal delay to the customer or the operation.
- 2.04 Force Majeure: where an event or effect that could be neither anticipated nor controlled had a significant impact on the Companies operation, the Company and the Union will meet to discuss mitigations, which may include Letters of Agreement to temporarily amend language in the Collective Agreement.**

## **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01** Management of the Company and the direction of the working force are vested solely and exclusively in the Company, and shall not in any way be abridged except for specific restrictions as set forth in this Agreement or by law.
- 3.02** The Company hereby retains the sole and exclusive control over any and all matters concerning the operation, management and administration of its business.
- 3.03** Without limiting the generality of the foregoing, the Company's rights shall include the right to:
- a) select, hire, transfer, promote and demote Employees and to discipline or discharge Employees for just cause, to require Employees to observe Company rules and regulations not inconsistent with the terms of this Agreement;
  - b) maintain order, discipline and efficiency;

- c) determine and change the service and business of the Company and the schedules with respect to same;
  - d) determine and change the geographic locations where the Company's business is carried on;
  - e) determine and change the methods of carrying out the Company's business and service;
  - f) set and measure Uniform standards for the performance of work;
  - g) designate the work to be performed by the Employee in accordance with Article 4; and
  - h) designate the work to be performed by the Employees in accordance with Article 6.
- 3.04** The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth herein. The Company therefore retains all rights not otherwise specifically covered by the Agreement.
- 3.05** Any of these rights shall not infringe an Employee's right to initiate a grievance in the manner provided for in this Agreement. All management rights are subject to the provisions of the Agreement and shall not be exercised in a manner inconsistent with these provisions.

#### **ARTICLE 4: SCOPE OF THE AGREEMENT**

- 4.01** All persons who perform the work as defined in the following classifications for the Company are covered by the Agreement:
- (1) Cargo Services
  - (2) Customer Services
  - (3) Station Services
  - (4) Iniksaliurnirmut Tatigiit**
  - (5) Load Control
  - (6) Crew Scheduling**
- 4.02** All personnel who perform work in the following positions shall be included in the Cargo Services classification:
- (1) Cargo Coordinator**
  - (2) Cargo Agent**
  - (3) Cargo Attendant**
  - (4) Ramp Coordinator**
  - (5) Ramp Attendant**
- 4.03** All personnel who perform the work in the following positions shall be in the Customer Services classification:
- (1) Customer Services Coordinator
  - (2) Operations Coordinator**
  - (3) Customer Services Agent

**4.04** All persons who perform work in the following positions shall be included in the Station Services classification:

- (1) Station Coordinator
- (2) Station Agent
- (3) Station Attendant

**4.05** All persons who perform work in the following positions shall be included in the **Iniksaliurnirmut Tatigiit** classification:

- (1) **Iniksaliurnirmut Tatigiit** Coordinator
- (2) **Iniksaliurnirmut Tatigiit** Agent

**4.06** All persons who perform work in the following positions shall be included in the Load Control classification:

- (1) Load Control Coordinator
- (2) Load Control Agent

**4.07** All persons who perform work in the following positions shall be included in the Crew Scheduling classification:

- (1) **Crew Scheduling Coordinator**
- (2) **Crew Scheduler**
- (3) **OCC Agent Travel and Administration**

#### **4.08 Cargo Services Coordinator**

The principal function of a Cargo Services Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise, customer service and operational demands. **Decisions will be made first and foremost with focus on safety and an eye to on-time performance and planning for any irregular operations proactively.** They are a full working member of the group performing the duties of a Cargo Agent or Cargo Attendant as well as any related administrative duties. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction.

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

The duties of the Cargo Services Coordinator may vary according to the work Location. The Cargo Services Coordinator shall perform other duties and functions related to the foregoing.

#### **4.09 Cargo Agent**

Comprises all those who perform any of the following functions:

- Assist with claims for damaged or missing goods
- Maintain records as required
- Process load control data
- Issue Airway Bills and process sales reports for deposit

- Disseminate information
- Process shipment and reception of all cargo
- Initiate claims resulting from missing and damaged cargo
- Perform other duties and functions related to the foregoing
- Assist Cargo/Ramp Attendant Agent if so required
- **Amazon processing, sorting and distribution**
- **Communicate to customers**

#### 4.10 Cargo Attendant

Comprises all those who perform any of the following functions:

- Handle all cargo
- Perform all warehouse related duties
- Assist Customer Service Agents **if so required**
- **Perform commissary duties as part of specialized work function**
- Perform other duties and functions related to the foregoing
- Assist Cargo Agents if so required
- **Daily warehouse inventory checks**
- **Amazon processing, sorting**
- **Prepare loads for furtherance to communities**
- **Breakdown and sort in bound cargo**
- **Assist Ramp Attendants if so required**

#### 4.11 Ramp Coordinator

The principal function of a Ramp Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise, customer service and operational demands. Decisions will be made first and foremost with focus on safety and an eye to on-time performance and planning for any irregular operations proactively.

They are a full working member of the group performing the duties of a Ramp Attendant as well as any related administrative duties. Additional responsibilities include input into Employees scheduling and assignment, on the job training and instruction.

They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Ramp Coordinator may vary according to the work location. The Ramp Coordinator shall perform other duties and functions related to the foregoing. Must be able to obtain and maintain an aircraft towing license (D) and be qualified on all Ramp Equipment.

#### **4.12 Ramp Attendant**

Comprises all those who perform any of the following functions:

- Load/unload aircraft
- Provide services to the aircraft on the ground as required
- Assist Customer Service Agents if so required
- Assist passengers with mobility and special needs
- Perform commissary duties as part of the specialized work function
- Daily vehicle/equipment checklist
- Required to be qualified and maintain qualification on all ramp equipment
- Perform other duties and functions related to the foregoing
- Assist Cargo Attendants if so required

#### **4.14 Customer Service Coordinator**

The principal function of a Customer Services Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise, customer service and operational demands and to carry out related administrative duties while remaining a full working member of the group performing the duties of a Customer Services Agent. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction. Decisions will be made first and foremost with focus on safety and an eye to on-time performance and planning for any irregular operations proactively. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Customer Services Coordinator may vary according to the work Location. The Customer Service Coordinator duties include but are not limited to those of a Customer Service Agent as well as the following:

- Preplan the day-of and following day roster to ensure appropriate coverage
- Lead Daily Briefings
- Request CSA's extend shifts to cover operational needs
- Daily Roster review for shift trades / OT
- Adjust daily roster and agent duties in support of operational changes, and to provide time for staff training requirements —
- Initiate and coordinate with other departments for customer satisfaction, on-time performance and IROP response
- Prepare/review customer invoicing for ad-hoc third party services/equipment
- Complete daily ASRs
- Provide daily ops report highlighting staff successes and opportunities related to knowledge and procedure adherence.
- Support staff with OJT. and provide guidance on uniform ordering, payroll system questions and other company systems required for their role.
- Other duties as assigned

#### 4.15 Operations Coordinator

The Operations Coordinator is responsible for the execution of the day-of-flight operations at the airport with an eye on safety at all times while maintaining on-time performance and planning for any irregular operations proactively. The Operations Coordinators work with OCC, Flight Ops, Cargo, Ramp, Airports, and other internal and external stakeholders.

Utilizing phone, radio, and live communications, the Ops Coordinator oversees and reports on the successful milestones of an aircraft operation on the ground. The role provides liaison between the operational teams: ramp, cargo, flight crew, and airport ensuring the appropriate resources are in place according control, Airport Authority, and other external stakeholders. The Ops Coordinator is responsible for recording and reporting milestone times and assessing and determining delay codes. They monitor the flight schedule and aircraft movements to advise all teams of any deviation in schedule as they are known.

The Ops Coordinator duties include but are not limited to:

- Monitor day-of flight schedules and determine impact to operational teams on the ground.
- Liaise between OCC and operational teams to develop and communicate IROP contingency and recovery plans.
- Coordinate operational support requirements between flight crews, flight dispatch and airports.
- Prepare daily reports and operational status updates detailing operational highlights and concerns.
- Complete all checklists and provide comprehensive briefings during shift changes.
- Monitor AIMS/SABRE, SROP and incoming calls to provide timely and professional communication and ground support to operational teams and other stakeholders.
- Monitor all flights delays, cancellations, weather advisories, aircraft swaps, flight reroutes and other operational constraints and communicate these to affected stakeholders and flight crews.
- Manage aircraft stand assignments with external stakeholders and operational teams.
- Monitor and report on all delays.
- Liaise with Flight Crews, Flight Dispatch, Airports, and Emergency Responders to ensure emergency medical assistance is provided as required by travelers and/or flight crews.
- Ensure operational teams are aware of special handling requirements including passenger, baggage, and security.
- Must have obtained the radio license from TSC.

#### **4.16 Customer Service Agent**

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

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

#### **4.17 Iniksaliurnirmut Tatigiit Coordinator**

The principal function of an Iniksaliurnirmut Tatigiit Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise, customer service and operational demands with an eye on safety while maintaining on-time performance and planning for any irregular operations proactively. They are a full working member performing the duties of an Iniksaliurnirmut Tatigiit Agent. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Iniksaliurnirmut Tatigiit Coordinator may vary according to the work Location. The Iniksaliurnirmut Tatigiit Coordinator shall perform other duties and functions related to the forgoing.

#### 4.18 Iniksaliurnirmut Tatigiit Agent

Comprises all those in the internal call center who perform the following functions,

- Process reservations
- Issue tickets
- IROPS
- Overflow calls from external call center as required
- Complete medical and duty travel requests
- Provide service in Inuktitut, or other Inuit languages
- Assist the Customer Service Agents with language requirements
- Be present at the departure gate to make announcements in Inuktitut, or other Inuit language, when requested
- Disseminate information
- Serve as a liaison between the customers and the Customer Service Agents to respond to any concerns
- Assist the training department as needed for translation purposes
- Participate in special events as required
- Perform other duties as assigned

#### 4.19 Load Control Coordinator

The principal function of a Load Control Coordinator is to provide leadership, support and direction to a group of Employees in the areas of technical expertise. **Decisions will be made first and foremost with focus on safety and an eye to on-time performance and planning for any irregular operations proactively** They are a full working member performing the duties of a Load Control Agent. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction.

- They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The duties of the Load Control Coordinator may vary according to the work Location. The Load Control Coordinator shall perform other duties and functions related to the foregoing. **Must have obtained the radio license from TSC.**

#### 4.20 Load Control Agent

The duties of the Load Control **agent** may vary according to the work Location and will include but are not limited to the following functions to be completed with an eye on safety while maintaining on-time performance and planning for any irregular operations proactively.

- Complete aircraft weight and balance calculations ensuring procedures meet safety regulations and guidelines as required
- Process and resolve operational problems as they arise

- Process critical operational information in a timely manner
- Transmit and input information in a variety of ways air-to-ground radio, load planning software, hand-held radio, email, phone, fax, reservations system, etc;
- Maintain accurate record keeping as required by various government agencies and Company polices;
- Provide support and effective handover to the other Load Control Agents
- Ensure that all workplace issues, including barriers to high level customer service, are brought to the attention of the Supervisor
- **Must have obtained the radio license from TSC**

#### **4.18 Station Attendant**

Comprises all those who perform the following functions:

- The duties and responsibilities of a Cargo/Ramp Attendant

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

**4.20** The Company will be exempt from the terms of Article 2.02 where there are **ten (10)** or less bargaining unit members.

### **ARTICLE 5: PAY SCALES**

**5.01** Each Employee in the bargaining unit as of the date of ratification shall be assigned a rate of pay on the applicable pay scale in Article 5.04 effective **the date of ratification**.

**5.02** Full time and Part time Employees shall move up to the next level upon completion of twelve (12) months continuous employment. Casual Employees shall move up to the next level upon the completion of 1040 hours worked at the previous level.

**5.03** The following hourly rates are the pay scales for the positions covered by this Agreement:

**Attendants and Agents (including OCC Travel and Administration Agent in LOU)**

Customer Service Agents, Load Control Agents, IT Agents, Cargo Attendants, Cargo Agents, Station Agents, Station Attendant, Ramp Attendants

LEVEL	TIME AT LEVEL	DEC. 23	DEC. 24 4%	DEC. 25 4%
TRAINING	Completion of all required training and a minimum of 1 year in the position	\$ 20.50	\$ 21.00	\$ 21.50
1	1 year	\$ 23.50	\$24.44	\$ 25.42
2	1 year	\$ 24.50	\$ 25.48	\$ 26.50
3	1 year	\$ 25.50	\$ 26.52	\$ 27.58
4	1 year	\$ 26.50	\$ 27.56	\$ 28.66
5	1 year	\$ 27.50	\$28.60	\$ 29.74
6	1 year	\$ 28.50	\$29.64	\$ 30.83

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

**\*\*\*\*Employees will be mapped on the wage grid to the closest level, taking into account any premiums they are currently receiving with the exception of coordinator and language premium, with at least a 5 % increase at the starting date of ratification and will continue to receive wage increases on their date of hire and an annual increase each year of the collective agreement as indicated above. No Employee hired prior to ratification will be mapped to the training rate.**

**Operations Coordinators (Crew Schedulers in LOU)**

**Operations Coordinators Premium is \$1.50 per hour, demonstrated in the table below, in addition to the appropriate Agent pay rate. When an Employee is designated as an "Acting Operations Coordinator", that Employee will receive the premium for the hours worked as such.**

<b>LEVEL</b>	<b>TIME AT LEVEL</b>	<b>DEC. 23</b>	<b>DEC. 24 4%</b>	<b>DEC. 25 4%</b>
1	1 year	<b>\$ 25.00</b>	<b>\$25.64</b>	<b>\$ 26.92</b>
2	1 year	<b>\$ 26.00</b>	<b>\$ 26.98</b>	<b>\$ 28.00</b>
3	1 year	<b>\$ 27.00</b>	<b>\$ 28.02</b>	<b>\$ 29.08</b>
4	1 year	<b>\$ 28.00</b>	<b>\$ 29.06</b>	<b>\$ 30.16</b>
5	1 year	<b>\$ 29.00</b>	<b>\$30.10</b>	<b>\$ 31.24</b>
6	1 year	<b>\$ 30.00</b>	<b>\$31.14</b>	<b>\$ 32.33</b>

**\*\*\*\*Employees will be mapped on the wage grid to the closest level with at least a 5% increase at the starting date of ratification and will continue to receive wage increases on their date of hire and an annual increase each year of the collective agreement as indicated above.**

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

## Coordinators (including Crew Sched Coordinators in LOU)

Cargo Coordinators Ramp Coordinators, Load Control Coordinators, Customer Service Coordinators, IT Coordinators, Station Coordinators Premium is \$ 4.25 per hour, demonstrated in the table below, in addition to the appropriate Agent/Attendant pay rate. When an Employee is designated as an "Acting Coordinator", that Employee will receive the premium for the hours worked as such.

LEVEL	TIME AT LEVEL	DEC. 23	DEC. 24 4%	DEC. 25 4%
1	1 year	\$ 27.75	\$28.69	\$ 29.67
2	1 year	\$ 28.75	\$ 29.73	\$ 30.75
3	1 year	\$ 29.75	\$ 30.77	\$ 31.83
4	1 year	\$ 30.75	\$ 31.81	\$ 32.91
5	1 year	\$ 31.75	\$32.85	\$ 33.99
6	1 year	\$ 32.75	\$33.89	\$ 35.08

\*\*\*\*Employees will be mapped on the wage grid to the closest level, taking into account any premiums they are currently receiving with the exception of coordinator and language premium, with at least a 5% increase at the starting date of ratification and will continue to receive wage increases on their date of hire and an annual increase each year of the collective agreement as indicated above.

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

Coordinator vacation will be paid out at the appropriate pay rate plus the premium.

### Premiums

Coordinators shall receive a premium of **\$4.25/hour** in addition to the appropriate Agent pay rate. When an Employee is designated as an "Acting Coordinator", that Employee will receive the premium for the hours worked as such.

### Other Premiums

- Passengers servicing employees (CSA/SA/CA/IT) who are fluently bilingual and able to serve our beneficiaries in their traditional Inuit languages **\$2.00/hour**
- **Employees in the Coordinator position will be paid a premium of \$4.25 per hour**
- **Employees in the Operations Coordinator position will be paid a premium of \$1.50 per hour**

#### 5.04 Northern Living Allowance (NLA)

NLA		
Location	FT annual amount	PT hourly
Northern Stations	\$ 19, 000	9.13
YFB	\$ 18,500	8.89
YEV/YVQ	\$ 16,000	7.69
YZF/YHY	\$ 10,700	5.14

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

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

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

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

#### 5.06

- a) Any Employee required to perform work of a higher classification for less than four (4) hours will receive the higher rate of pay for the time worked. For four (4) hours or more, they will receive the higher rate of pay for the full Shift.
- b) 5.06 (a) will apply to an Employee who is requested by Management to train a new Employee from a Company-approved training program. This will apply to on-the-job training; however, it will apply to job shadowing.

**In areas where there is no coordinator, and where OJT has been identified as a need by management, an agent/attendant will be assigned to provide OJT with clear training objectives and corresponding sign off. For this period of OJT the agent/attendant would receive the coordinator premium.**

### **ARTICLE 6: HOURS OF WORK**

**6.01** The Union and Company recognize that the Company is a twenty-four (24) hour, seven (7) days a week, 365 days per year continuous operation and that operational demands placed on the Company require that scheduling of Employees meet those demands.

**6.02** The standard work week shall be forty (40) hours. The hours of work in this Agreement do not constitute a guarantee of minimum hours of work per day, or per week, or per month.

**6.03** Part time Employees shall be scheduled for a minimum of **twenty (20) hours** up to a maximum of thirty-four (34) hours per week.

**6.04** A modified work schedule will be acceptable as long as all provisions under the Canada Labour Code are adhered to, and both parties agree to the modification.

**6.05** Where casual employment is resorted to due to significant fluctuations in the operation that arise from time to time, the Company is in agreement that care must be taken to avoid deterioration of the conditions and scheduling of both Full time and Part time Employees at the Base.

**6.06** Shift Schedules/Shift Schedule Bids

**6.06.01** Shift Schedules will be developed by the Company as follows:

- i. Full time
- ii. Part time
- iii. Casual

**6.06.02** The Company will advise the Union if a notable impact to its flight schedule or work schedule is being contemplated. The Union may request a meeting with the Company to review scheduling and staffing concerns. If the Union requests, a local joint scheduling committee will be formed. Where no local joint scheduling committee exists, the District Chairperson may review the proposed schedule with the applicable work location.

The local joint scheduling committee, or where none exists, the District Chairperson, will work with management on an alternate schedule. Should the schedule meet the Company's manpower and scheduling requirements (as determined by the Company), it will be implemented. Such approval will not be unreasonably withheld. Failing a suitable alternative, the original Company's schedule will be maintained. Schedules may include modified work arrangements.

**6.06.03** Days off for a full time Employee will be consecutive with a minimum of two (2) consecutive days off per week unless mutually agreed otherwise between the Union and the Company.

**6.06.04** Days off for part time employees will be consecutive unless mutually agreed to by the Union and the Company. In the event it is not operationally possible to provide consecutive days off, the days off shall not be less than 2/7 of the total number of days per cycle. There shall be no split Shifts unless mutually agreed otherwise between the Union and the Company.

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

### 6.06.06 Casual Employees

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

### 6.06.07 Casual Employees in Yellowknife and Iqaluit

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

Casuals in YZF and YFB who do not work any shift in a **one (1) month** period will be removed from the casual list.

Additional shifts that are available but unable to be scheduled in FT/PT blocks will be identified on the work scheduled bid and will be available for PT and Casual employees to bid.

The shift will be awarded to part time employee first and then to casual employees.

### 6.06.08

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

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

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

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

**6.06.10** Shift Schedules will be bid in order of Classification Seniority. The Company may initiate a Shift Schedule bid at its sole discretion based on operational requirements. The Company shall initiate a minimum of two (2) such Shift Schedule bids annually.

**6.06.11** The Company will keep and make available to the Union upon request the shift bid sheets should a dispute in the bidding or awarding of shifts arise.

**6.06.12** An Employee shall be clocked in, dressed in his full Uniform, and be ready to commence work at the start of his shift. All Employees who are walking through the airport must be in full Uniform at all times or wear personal clothing.

**6.06.13** Training will be scheduled in conjunction with shift bids. In the event this is not possible, training will be planned during an Employee's regularly scheduled work day(s) unless mutually agreed between the Company and the Employee.

## **6.07 Reassignment**

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

**6.07.02** Employees sent home by Management due to operational safety concerns caused by severe stormy weather will be paid for the duration of their scheduled shift.

## **6.08 Meal and Rest Periods**

**Meal and rest breaks may not be combined or taken at the end of a shift without express permission of the manager.**

### **6.08.01**

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

### **6.08.02**

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

## **6.09 Rest Between Shifts**

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

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

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

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

## **6.10 Shift Trades**

Employees will have the right to trade Shifts and days off or to arrange for another Employee

to work their Shift subject to approval and the following conditions:

- a) The employee covering the shift must work in the same position and Location and possess the ability to do the job of the person with whom they are trading.
- b) The shift trade must be signed by a Coordinator to be deemed approved. In the event that a Coordinator is unavailable, Management can approve the trade. Such approval will not be unreasonably withheld;

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

## **6.11 Language Requirement**

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

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

## **ARTICLE 7: OVERTIME AND RECALL**

**7.01** Overtime will be all hours worked in excess of employee's regular scheduled shift. Overtime shall be voluntary except in situations of Emergency as defined in the Agreement. Where the Company must draft an Employee to work it will be in inverse order of Classification Seniority of those on Shift who are qualified to do the work.

**7.02** Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime, as equitably as practicable. Overtime is to be proffered using the most cost efficient manner based on Article 7.03. Overtime will be offered in accordance with the following provisions:

- a) Overtime will be offered to volunteers on shift if overtime is consecutive with their shift
- b) Remaining overtime will be assigned to qualified employees who have placed their names on the overtime volunteer list
- c) Overtime remaining unassigned after the foregoing will be assigned in reverse order of seniority to employee(s) on shift.
- d) The Company shall keep a log book of all overtime offered in Article (a), (b), (c), which will be available to the Union for review.

### **7.03 Pay for Overtime**

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

#### **7.03.02**

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

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

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

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

**7.04** Overtime will be computed and paid on the following pay period or banked as per the Employee's choice to the nearest minute, or as otherwise provided under a modified or averaged work schedule.

**7.04.01** Overtime for Employees on a rotational schedule shall be paid on the payday following the pay period in which the rotational cycle ends.

**7.05** When Employees work overtime, they shall not be asked to leave work during their regular working hours to equalize the time.

**7.06 Breaks**

When it is expected that the Employee will be working a minimum of two (2) hours beyond their regular Shift, and time permits, they shall be entitled to a paid fifteen (15) minute break prior to the commencement of the overtime and a further fifteen (15) minute break every two (2) hours for the duration of the overtime.

**7.07 Recall**

- a) A Full time Employee recalled to work after having left work following completion of his regular Shift or assignment or on a day off, shall be paid time and one half (1.5X) the hourly rate with a minimum of four (4) hours guaranteed. Where the minimum is paid, the Company may require the Employee to work the corresponding hours.
- b) A Part time or Casual employee recalled to work after having left work following the completion of his regular Shift or assignment or on a day off shall have a minimum of four (4) hours guaranteed. In accordance with 7.03.02(a) Part time and Casual employees will be paid straight time wages until the total hours in a week exceed forty (40) or the total hours in a shift are exceeded in accordance with 7.03.02 (b) and (c), at which point overtime will apply to excess hours, and the rate of time and one half (1.5X) will be applicable.

## **7.08 Meal Allowances**

Where meals cannot be provided by the Company, a meal allowance of **twenty dollars (\$20.00)** will be provided to **all** Employees who work more than 2 hours beyond the regularly schedule shift.

Where meals cannot be provided by the Company, a meal allowance of twenty dollars (\$20.00) will be provided to part time employees provided they have worked a minimum of 10 hours. If they are scheduled for 10 hours or more the meal allowance will be paid provided they work more than 2 hours beyond the scheduled shift.

## **7.09 Overtime Bank**

### **7.09.01**

- a) Non-Rotational Employees will have the option to bank overtime and statutory holidays.
- b) Rotational Employees will have the option to bank overtime and statutory holidays worked, this time bank cannot be used for the purpose of taking time off work.

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

**7.09.02** Banking of overtime will be on the basis of one and one half (1.5) hours for each hour of overtime. For example, an Employee who works and submits two (2) hours of overtime will have his/her bank credited with three (3) hours.

**7.09.03** Part time Employees will have the option to bank any additional hours worked in excess of their scheduled shift including General Holiday hours. These hours will be credited at the appropriate rate of pay as outlined in 7.03.02.

**7.09.04** Following the vacation bid, Non-Rotational Employees will have the ability to request time off to increase their vacation allotment up to an additional two (2) weeks, provided they have the time in their time banks. Such time off must be taken from the Employee's time bank in a minimum of one (1) week blocks. Time off will be approved by Bargaining Unit Seniority order subject to operational requirements at least four (4) weeks in advance. Banked time of less than one (1) week will be granted subject to operational requirements on a first come, first served basis.

**7.09.05** No Employee shall be permitted to have a negative balance in their time bank.

**7.09.06** Where an Employee receives a pay change, previously earned time bank hours will be adjusted in order that the time bank dollars remain consistent.

## **7.09.07**

- a) Non-Rotational Employees may also request time off on a guaranteed basis. Under these circumstances the Employee may be required to reimburse the Company with the actual hours required to cover the Shift on an overtime basis, however no less than the actual time off requested.
- b) The Non-Rotational Employee shall submit a request, in writing, at least 72 hours prior to the requested day off. The Employee must have sufficient time in their time bank, and verification of such at the time of the request may be required. The Company must respond, in writing, within 48 hours of receiving the request. No Employee shall be drafted in order to cover the Shift.

## **ARTICLE 8: ASSIGNMENT AWAY FROM HOME BASE**

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

<b>MEAL</b>	<b>NORTH</b>	<b>YELLOWKNIF</b>	<b>ALL OTHER LOCATIONS</b>
BREAKFAST	<b>\$15.00</b>	<b>\$15.00</b>	<b>\$11.00</b>
LUNCH	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$15.00</b>
DINNER	<b>\$33.00</b>	<b>\$28.00</b>	<b>\$23.00</b>
SNACK	<b>\$11.00</b>	<b>\$10.00</b>	<b>\$8.00</b>
DAILY TOTAL	<b>\$77.00</b>	<b>\$71.00</b>	<b>\$57.00</b>

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

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

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

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

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

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

**8.04.04** Where the Company requires an Employee to obtain a passport, the Company shall pay for all regular passport fees.

## **ARTICLE 9: PROBATION**

### **9.01**

- a) All new Employees shall be required to serve a probationary period. Employees shall serve a probationary period of six (6) months active employment at work.
- b) The Company shall conduct a review of all permanent probationary Employees between ninety (90) and one hundred and twenty (120) days of employment. A copy of the review shall be provided to the Employee and to the Union District Chairperson.
- c) **Probationary extensions will be mutually agreed upon by the local Union representative and the manager of LR.** Any such extension will be made in writing to the probationary Employee with a copy to the Union.

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

### **ARTICLE 10: SENIORITY**

- 10.01** "Bargaining Unit Seniority" means the length of service within the bargaining unit and shall commence on the date of hire into a permanent position (Full time or Part time) within the scope of the Agreement. Bargaining Unit Seniority shall be used to determine:
- a) Vacation preference
  - b) Staff reductions and displacements per Article 11;
  - c) Recall after layoff per Article 11
- 10.02** "Classification Seniority" means the length of service within the classification and shall commence on the date of hire in any permanent position (Full time or Part time) within a particular classification, per Article 4. Classification Seniority shall be used to determine the following:
- a) Bidding Shift Schedules;
  - b) Assignment of overtime.
- 10.03** "Company Service" means the length of service within the Company and shall commence from the most recent date of hire with the Company. Company service shall be used to determine vacation allotment.
- 10.04** Casual Employees shall accumulate seniority at the rate of seven (7) days for every forty (40) regular time hours.
- 10.05** Seniority Lists
- 10.05.01** No later than March 15th and September 15th, the Company shall provide a copy of the seniority list to the Union headquarters and the District Chairpersons for distribution to their members.

**10.05.02** The list shall contain the following information for each Employee:

- Name,
- Classification,
- Position,
- Base and Location,
- Bargaining Unit Seniority,
- Classification Seniority;
- Company Service.

**10.05.03** The list shall include both master and Base seniority lists.

**10.05.04** It shall be the responsibility of each individual Employee to ensure that his/her seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected, after which time the list will not be changed.

**10.06** When two (2) or more Employees have the same Bargaining Unit Seniority, their position on the seniority list shall be determined by drawing the names by lot. The draw will take place on the first day of work.

a) Where employees are in the same work locations they shall draw lots.

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

## **10.07 Leaving the Bargaining Unit**

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

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

**10.07.03** The maximum amount of time that an Employee may leave the bargaining unit and continue to accrue seniority is ninety (90) days. An Employee shall be allowed to move once in the eighteen (18) month period. If the Employee has not returned to the bargaining unit prior to the expiration of ninety (90) days they will lose all accrued seniority. Positions, unless otherwise determined will be filled as temporary vacancies for up to ninety (90) days. When being used to mitigate layoff or to replace maternity leave or long-term disability, the Union and the Company will discuss the appropriate length of term. **The employer shall provide a monthly list on who leaves the bargaining unit with a start date of each leave.**

**10.07.04** Employees who do not pay their Union dues from the Commencement of this leave, will be subject to loss of seniority for the duration of the leave.

## **10.08 Loss of Seniority**

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

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

## **ARTICLE 11: LAYOFF AND RECALL**

### **11.01 Layoff**

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

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

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

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

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

- a) Probationary Employees at the Location will be terminated.
- b) Employees covering a temporary vacancy at the affected Location shall revert to their previous position.

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

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

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

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

**11.01.04** If, as a result of a bump, training is required in order that the Employee can perform the duties required of the new position the Company will train the employee within a reasonable time. The time shall not be greater than ninety (90) days and will only be extended by mutual agreement between the Company and the Union.

**11.01.05** An Employee who has received notice of a reduction of staff must advise the Company with respect to their choice of options provided in Article 11.01.01, as outlined above, within seven (7) calendar days of the date of such notice of layoff. The Employee may be required to report to their new position within twenty-one (21) calendar days following the date of acceptance of their choice of options unless an extension is mutually agreed upon between the Company and the Employee with a copy to the Union.

**11.01.06**

- a) If an Employee who has received notice of a reduction of staff does not advise the Company of her/his choice of options under Article 11.01.01 she/he shall be deemed to have accepted lay-off status.

- b) If an Employee does not elect to exercise her/his displacement privileges in accordance with Article 11.01.07 she/he will forfeit such displacement privileges.

**11.01.07** An Employee laid off due to staff reductions, shall, when laid off, file his address with the Human Resources Department and thereafter keep the Department informed of his/her current address.

**11.01.08** The Company will consider requests for Leaves of Absence at an affected Base in order to avoid the layoff of other employees.

## **11.02 Recall**

**11.02.01** When a vacancy in a position occurs, an Employee will be recalled in Classification Seniority order from the Employees laid off from the position at the Base.

### **11.02.02**

- a) An Employee who has been recalled to the same position, the same Status, and the same Location, and elects not to return when recalled, will forfeit any further recall and this shall constitute resignation of employment.
- b) An Employee who is recalled to a different position, different Status or different Location and elects not to return when recalled will continue to retain recall rights to their original position.

**11.02.03** An Employee shall have seven (7) calendar days to advise the Company if he is willing to accept recall.

**11.02.04** An Employee on layoff shall have the right to refuse a recall of temporary employment.

**11.02.05** An Employee on layoff will hold recall rights for sixty (60) months from his date of layoff. The Employee will accrue Bargaining Unit Seniority during this period.

## **11.03 Severance**

**11.03.01** At the time of permanent lay-off, severance pay shall be paid to any Employee covered by this Agreement who has completed one (1) or more full year of continuous employment with the Company, as calculated from the Employee's date of hire. Severance pay shall be as outlined in the HR Manual.

At the time of signing, severance pay is as follows:

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

**11.03.02** The Employee eligible for severance pay shall receive such pay starting at the time of permanent layoff and payment for the amount due shall be in one lump

sum. It is understood that this amount is over and above whatever other compensation is due to the Employee in accordance with this Agreement.

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

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

## **ARTICLE 12: FILLING OF VACANCIES**

### **12.01 Posting**

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

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

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

### **12.02 Application**

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

## 12.03 Awarding

### 12.03.01

- a) The Company agrees to award and to fill posted vacancies within the bargaining unit in the following order:
  - i. by classification seniority to the senior applicant within the system
  - ii. by bargaining unit seniority to the senior applicant within the system
  - iii. if there are no applicants, the Company shall have the right to hire the applicant of its choice.
- b) During the first year of employment Employees can only apply on positions that do not result in a change to work location.
- c) Employees are only eligible for one (1) position change involving a change to work location per year, unless approved by Management and the Union. The foregoing will not apply when the position change involves filling a Coordinator vacancy.
- d) Casual Employees must meet minimum criteria for an external hire before having access to the process outlined in (a).
- e) For positions in the Iniksaliurvik only bilingual applicants will be considered. Given the nature of the business this means (English/Inuktitut).
- f) These provisions will not apply when Article 11 is being invoked.
- g) Letters of preference must be filed with Human Resources (this may be done electronically). A letter of preference once filed, cancels and supersedes all previously submitted letters of preference and remains valid until it has been withdrawn in writing or the position has been declined by the Employee. Once a letter of preference request has been declined by the Employee, the Employee must wait thirty (30) days before reapplying for the same position.

Letters of preference will also apply to mutual exchanges.

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

### 12.03.03 Awarding of Coordinator Positions

**To be eligible to apply for a coordinator position applicants must have a clear disciplinary record and have a minimum of 1 year in a relevant Unifor position or relevant previous work experience.**

**Where a staffing competition is held to fill a Coordinator Position, Unifor Members will be given first priority over non-Unifor candidates where they are rated equal. Where one or more Unifor candidates are rated equal the most senior applicant would be awarded the position.**

Upon request, the Company shall provide Unifor with copies of the applicable evaluation data and disciplinary record.

Where the same Position becomes vacant within fifteen (15) days of it being filled, the Company reserves the right to forego re-posting and may make a hiring selection from the applications obtained in the original staffing competition. The Company shall have sixty (60) days from the closing date of the posting of the Position in which to exercise the provision of this clause.

#### 12.03.04 Mutual Exchanges

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

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

#### 12.04 Trial Period

Successful applicants on job postings shall fill that position and be trained within a trial period of up to **ninety (90)** calendar days. If fully satisfactory performance as determined by the Company is not demonstrated, the Employee shall be returned to his or her former position. The execution of this Article may occur at any time during the trial period.

An Employee awarded a position shall have **ninety (90)** days to elect to revert to their previous position. Should they decide to exercise this option they may not reapply for a similar position for one (1) year.

## **12.05 Temporary Positions**

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

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

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

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

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

## **12.06 Moving Expenses**

### **12.06.01 Voluntary**

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

### **12.06.02 Involuntary**

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

## **ARTICLE 13: LEAVES OF ABSENCE**

### **13.01 Personal**

**13.01.01** An Employee may request a personal leave of absence without pay for a period not to exceed twelve (12) months, without loss of accrued seniority. Such request shall be in writing to the **Departmental Director** who shall indicate their decision in writing based upon the Company's operational requirements. Such approval, when granted, shall indicate the commencement and termination dates of the leave. **A copy of the approval will be provided to the Unifor Local representative on a quarterly basis.**

**13.01.02** Leaves of absence when granted, will be on a first come, first serve basis. However, where this will not determine who can be granted the leave of absence, Bargaining Unit Seniority shall prevail.

**13.01.03** The Company may extend a leave granted in accordance with the above upon written request from the Employee within four (4) weeks prior to the termination of the original leave. Extension, when granted, shall be in writing indicating the revised return to work date.

**13.01.04** When 13.01.03 is granted and the personal leave of absence request extends beyond twelve (12) months, there must be agreement between the Company and the Union to grant the extension and to deal with seniority implications.

**13.01.04** Employees granted a leave of absence must make prior arrangements for payment of their insurance and/or benefit premiums during their leave, if applicable.

**13.02** Maternity Leave **shall be in accordance with the Canada Labour Code**

**13.02.01** Maternity leave of absence without pay shall be granted to Employees in accordance with the following.

**13.02.02** The Employee must request her leave of absence in writing, accompanied by a medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty four (4) weeks prior to the date she intends to commence such leave. Maternity leave shall consist of a period not exceeding seventeen (17) weeks, unless otherwise provided herein.

**13.02.03** Maternity leave shall commence not more than thirteen (13) weeks prior to the expected date of delivery, except upon direction from the Employee's doctor, supported by a medical certificate. Such exception shall be considered maternity leave.

**13.02.04** It is the responsibility of the Employee to afford the Company at least four (4) weeks notice in writing of any change in the anticipated date of return to duty, provided under Article 13.02.02 unless there is a valid reason why that notice cannot be given. If the new anticipated date falls within the seventeen (17) weeks, the new date will be considered the date of return to duty, whether the new anticipated date of return to duty is a day earlier or later than previously anticipated.

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

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

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

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

### **13.03 Parental Leave shall be in accordance with the Canada Labour Code**

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

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

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

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

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

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

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

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

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

### **13.05 Union Leave**

**13.05.01** An Employee who has been elected or appointed by the Union to carry out authorized business of the Union on a Full time basis will be granted a leave of absence for that purpose without pay. The Union will advise the Company of the name of such Employee, the term of the leave and the purpose. The

Union will repay the Company for the costs incurred by the Company in Employee benefit plans and the Employee will continue to pay his/her contributions, where applicable, to the Company. The Company will provide the Employee with the reduced rate transportation benefits which may be available to all Employees from time to time and will also provide free "space available" transportation, over the lines of the Company, which will only be used in the execution of their duties. When meetings with the Company are involved, the Employee will be provided with free "positive space" transportation over the lines of the Company, consistent with rules governing positive space business travel. The Employee will continue to accrue seniority and service while on leave of absence.

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

### **13.06 Bereavement**

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

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

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

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

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

### **13.07 Compassionate Care Leave**

Compassionate leave may be granted for any Emergency situation which the Company considers to be legitimate ground. Such leave may be with or without pay, as determined by the Company.

**In addition to Compassionate Care Leave provided by the Company employees may be eligible for paid leave via government programs under the Canada Labour Code.**

#### **Caregiver**

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

#### **Family member**

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

#### **Care or support**

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

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

#### **Critically ill or injured person**

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

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

#### **End-of-life care**

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

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

### **13.08 Jury Duty and Court Appearance**

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

### **13.09 Marriage**

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

## **ARTICLE 14: GENERAL HOLIDAYS**

**14.01** The following general holidays shall be observed:

- New Year's Day
- Victoria Day
- Labour Day
- St. Jean Baptiste Day (Quebec only)
- August Civic Holiday (not Quebec)
- Good Friday
- Canada Day
- **Truth and Reconciliation Day**
- Thanksgiving Day
- Christmas Day
- Boxing Day

**14.02** If operational requirements necessitate a reduction of staff levels on any particular general holiday, the Company may offer the general holiday off to the Employees on each Shift in order of Classification Seniority. Those Employees who elect to take the general holiday off shall be given the day off with pay.

**14.03** Employees who work the general holiday shall receive straight time for the regular hours of the Shift plus one and one half times (1.5 x) the regular hours of the Shift.

**14.04** Employees will be given no less than fourteen (14) days notice of the change for that general holiday, if not required to work. If the Employee is not required to work because of a change of service by a third party contractor, the minimum notice period may be reduced to twenty four (24) hours.

**14.05** Employees will be paid out for the general holiday, unless it is specifically indicated by the Employee on their electronic time sheet to have the day credited to their time bank.

**14.06** It is agreed that a general holiday date may be changed in order to facilitate a long weekend or at the Company's request, due to operational requirements. Such change will only take place in accordance with the law and/or with mutual agreement between the Company and the Union.

- 14.07** When a general holiday falls on a day off or during the annual vacation of an Employee, the Employee may request to:
- a) Have an alternate day off with pay within thirty (30) days prior or thirty (30) days after the date of the general holiday; or
  - b) Has his/her annual vacation extended by one day with pay; or
  - c) Be paid an additional regular day of pay on the pay period following the date of the general holiday, in lieu of.

## **ARTICLE 15: VACATION**

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

## 15.02 Entitlement

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

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

15.02.02 For the purposes of vacation entitlement in 15.02.01, a week is equal to:

- a) 40 hours for Full time Employees, or
- b) the weekly average hours worked in the previous year for Part time Employees.

## 15.03 Selection

15.03.01 No later than October 1st of each year, the Company will post a list of Employees in order of Bargaining Unit Seniority for each Location at the Base showing each Employee's total vacation entitlement.

15.03.02 Employees at each Base will be given until October 30th to indicate their vacation requests. An Employee may split his/her vacation entitlement into a number of one (1) week blocks equivalent to his/her vacation entitlement. In such case, an Employee's first preference will be in order of Bargaining Unit Seniority with the awarding of his/her subsequent preferences occurring only after all other Employees have made their first preference. Subsequent preferences will be awarded in order of Bargaining Unit Seniority.

15.03.03 Employees who expect to be absent during the selection process may advise the Company in advance and in writing, as to their selection of vacation dates and if applicable, the preferences they wish to exercise for each block.

15.03.04 Employees who fail to designate their choice of vacation dates prior to the times described in Article 15.03.02, will be assigned dates after all other Employees have made their selection.

15.03.05 No later than December 1st, the Company will post an approved list of vacation. Thirty (30) days prior to the commencement of vacation, the Company will provide the Employee with the final dates of his/her vacation, taking into account the Shift and days on/off.

15.03.06 Once approved, vacation dates will not be changed unless there is an agreement between the Company and the Employee in consultation with the Union, except in accordance with 15.01.06.

**15.03.07** Vacation dates which become available after the allocation of vacation dates will be offered in order of Bargaining Unit Seniority to Employees who are on a waiting list.

**15.04 Vacation Pay**

**15.04.01** Employees will receive vacation pay at the Employee's regular rate of pay during the vacation period for each week of vacation entitlement.

**15.04.02** Employees wishing to receive vacation pay prior to taking vacation rather than on the regular pay period covering the vacation period may do so by requesting this in writing two (2) weeks prior to the pay period preceding the vacation. This amount will be paid on the pay period immediately prior to the vacation period.

**15.04.03** Casual Employees will be paid vacation pay with each pay in lieu of time off.

Vacation for rotational Employees is included in their rotational time off. Pay for vacation for rotational Employees will be paid to rotational Employees at the end of each averaging cycle along with their reconciliation hours and any overtime pay.

**15.04.05** Where the employment relationship ceases,

- a) the Employee shall be entitled to receive pay in lieu of any unused vacation, or,
- b) the Company shall be entitled to recover an amount equivalent to any unearned vacation taken by the Employee

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

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

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

## **ARTICLE 16: GRIEVANCE PROCEDURE**

- 16.01** It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such matters as alleged misinterpretation or violation of the Agreement, or other causes for complaint but excluding appeals from disciplinary action or discharge, which are provided for in Article 17.
- 16.02** Grievances under this Article may be initiated by the Union on behalf of any Employee where there is alleged violation, misinterpretation or complaint; however, such grievance must be filed no later than fifteen (15) calendar days after the alleged violation, misinterpretation or complaint occurred or came to light, as the case may be.
- 16.03** Union representatives shall be recognized in discussing any grievance or complaint of any Employee.

### **16.04 Procedure**

#### **16.04.01 Step 1**

The Employee shall take the grievance up with the Base or Location Union representative where it will be determined if the Employee has a valid grievance. Where a grievance is valid, a settlement may be attempted verbally with the immediate manager by the Union representative. The Employee may be present at this meeting if he/she so chooses. If a satisfactory settlement is not reached, a written grievance will be submitted to the immediate manager or his/her designate. The grievance will specify the nature of the grievance and the circumstances or causes out of which it arose and the remedy or correction that is requested to be made. The Company will hold a meeting within ten (10) days of receipt of the written grievance and render a decision, in writing, within ten (10) days of completion of the hearing. Failing an answer or satisfactory adjustment, the grievance may be submitted by the Union to Step 2 of this procedure.

#### **16.04.02 Step 2**

An appeal from Step 1 will be lodged by the Union, in writing, to the Department Director or his/her designate within ten (10) days of receipt of the Company's decision at Step 1. The Company will hold a hearing within ten (10) days of receipt of the written grievance and render a decision, in writing, within ten (10) days of completion of the hearing.

- 16.04.03** Grievance not resolved at Step 2 may be referred to grievance mediation or arbitration in accordance with Article 18.

### **16.05 Time Limits**

Time limits may be extended by mutual agreement in writing.

- 16.06** The Company agrees to allow Union representatives reasonable time away from their regular working duties to carry out duties involved with the settlement of a grievance without reduction of pay.
- 16.07** Throughout these grievance procedures including arbitration, if the attendance of witnesses who are Company personnel is requested, such witnesses will be given time off without pay for a time sufficient to permit them to appear at hearings, subject only to service pressures. Space available transportation, as required, will be provided over the lines of the Company. In the event that a witness cannot appear at Step 2 grievance hearing in person, their testimony may be entered in writing or via video/telephone conference call.
- 16.08** Copies of all correspondence and decisions relative to the grievance procedure will be copied to the local Union representative as well as the national office.
- 16.09** At the request of either party, a hearing may be conducted by teleconference or any person may participate in a hearing by teleconference.
- 16.10** Any grievance decision not appealed by the Union within the relevant time limits, except where the time limits have been extended by mutual agreement in writing, shall be final and binding on the parties concerned; however it will be considered without prejudice or precedent.

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

#### **ARTICLE 17: DISCIPLINE AND DISCHARGE PROCEDURE**

- 17.01** No Employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the Employee will take place prior to disciplinary or discharge action being taken.
- 17.02** The Company will advise an Employee and the Union of the reason for any discussion regarding an investigation which could lead to discipline or discharge. An Employee may request the presence of a duly accredited representative(s) of the Union or his/her designate. The Company will advise the Union of the investigation in writing.

Where the Company is aware of an employee's request for confidentiality the notice will be provided to the Assistant to the President.

- 17.03** An Employee who has been disciplined or discharged may file a grievance in accordance with Article 16. However, by mutual agreement between the Company and the Union, grievances under the provisions of this Article may proceed directly to Step Two of the grievance procedure or to arbitration.
- 17.04** Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service pending investigation to provide the Company with sufficient time to investigate and consider all factors. In such a case, the Employee's pay shall not be adjusted until a decision has been made by the Company.
- 17.05** When disciplinary or discharge action is taken by the Company, the Employee will be advised in writing, together with the reasons therefore, with a copy to the local Union representative as well as the national office.
- 17.06** Disciplinary documents will be removed from an Employee's file after two (2) one (1) year have elapsed from the date the disciplinary document was placed on the Employee's file and may not be referred to in any further disciplinary action by the Company.
- 17.07** Employees shall be given a copy of their personal file upon written request to the Human Resources department. When authorized in writing by the Employee, Union representatives will be given a copy of the Employee's personal file upon written request.

## **ARTICLE 18: ARBITRATION**

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

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

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

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

- 18.03** An arbitrator will be selected jointly by the parties. If the parties are unable to agree on the choice of arbitrator, either party may request the Minister of Labour to name the arbitrator.
- 18.04** The arbitrator shall establish his/her own procedure consistent with the requirements of natural justice.
- 18.05** The arbitrator's award shall be stated in writing and furnished to the Company and the Union. The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 18.06** At any arbitration procedure, the Union and the Company shall have the right to be represented by any person(s) whom they choose or designate.
- 18.07** At any hearing(s) held throughout the arbitration procedures, all witnesses and representatives who are Employees of the Company shall be given time off without pay, subject to operational requirements and space available travel on Company flights, in accordance with Company policy. Expenses and lost time of witnesses and representatives for either party shall be borne by that party. Time off will not be unreasonably withheld.
- 18.08** The Company and the Union may, by mutual consent, submit any matter under this Article to a Board of Arbitration for determination in accordance with the above procedures.
- 18.09** The arbitrator's decision will be final and binding on the Company, the Union and the Employee(s) involved.
- 18.10** The Company and the Union will share, equally, the expenses and fees of the arbitrator.

### **ARTICLE 19: HEALTH AND SAFETY**

- 19.01** The Company shall establish healthy and safe working conditions and shall take every possible precaution to protect the health and safety of its Employees, including abiding with all the provisions of the Canada Labour Code and WHIMIS legislation. Employee representatives shall participate in any scheduled Company Safety and Health Committee meetings. Each employee is encouraged to bring situations, which in his/her opinion represent a hazard, to the attention of the employee at risk and/or the Company.
- 19.02** Health and Safety Committees
- Health and Safety Committees, consisting of one member appointed by the Company and one member appointed by the Union as Health and Safety Representative, will be established in accordance with the obligation set out in

the Canada Labour Code where Employees are employed. The Committees will meet as required, will monitor all practices needed to enable the health and safety of Employees and will consider, without delay, all situations involving hazardous conditions and practices brought to its attention.

**19.03** A Health and Safety Representative is entitled to such time from their work as is necessary to carry out their functions as a representative and any time spent by him/her while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.

**19.04** Protective Devices and Safety Equipment

Where the nature of the work or working conditions so require, Employees will be supplied, at Company expense, all necessary protective devices (excluding Uniform), which will be maintained and replaced, where necessary, at Company expense. Costs due to loss or damage due to negligence shall be borne by the Employee. Employees are required to use these items where necessary. Failure to do so is a disciplinable offence.

**19.05** Where safety footwear is a requirement of the Company or is legislated, the Employee shall be issued an annual safety footwear voucher for two hundred (\$225) through the Marks Uniform Program for the purchase of safety footwear. Should an Employee elect to purchase footwear outside of the Marks program they will be reimbursed up to \$225 for the footwear via the expense claim process, receipts are required and the Mark's voucher will be cancelled.

**Wearing the safety footwear is a condition of employment.**

**19.06** As Customer Service Agents are required to wear safety footwear (non-slip) CSA Employee shall be entitled to an annual voucher in the amount of one hundred twenty-five dollars (**\$125.00**) through the Marks Uniform Program for the purchase of safety footwear. Should an Employee elect to purchase footwear outside of the Marks program they will be reimbursed up to \$125 for the footwear via the expense claim process, receipts are required and the Mark's voucher will be cancelled.

**Customer Service Agents will be entitled to a one hundred dollar (\$100.00) shoe allowance per year to be paid upon hire and upon the annual pay increase.** Wearing the safety footwear is a condition of employment.

**19.07** Employees will be provided with Hearing Protection PPE according to Company policy and/or Occupational Health & Safety Standards. Employees who fail to use the hearing protection will be subject to discipline.

## **19.08 Hazardous Material**

The Company shall inform Employees of any hazardous material which they will be required to handle and of any special handling requirements for such material. All applicable Material Safety Data Sheets will be kept current and made available to Employees.

### **ARTICLE 20: GENERAL**

#### **20.01 Union Time Off**

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

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

#### **20.01.03**

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

b) The Union will be billed for Union representative's time off except in those situations where the Company has agreed in writing to absorb the cost. The time billed will be actual scheduled time lost at the Union representative's regular rate of pay, at straight time.

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

### **20.01.05**

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

### **20.02 Corporate Reorganization**

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

### **20.03 Bulletin Boards**

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

### **20.04 Company Manuals**

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

### **20.05 Uniforms**

**20.05.01** All Employees shall conform to the dress code and Uniform policy established by the Company. The Company shall provide Uniforms in accordance with the Company Uniform policy. The Company will give the union 30 days notice of any changes to the Company Uniform policy.

**20.05.02** The Union shall appoint one male and one female employees from classifications where uniforms are required, to the Uniform committee to provide input into decisions regarding cost (should a cost share arrangement exist), style, or notable changes to the Uniform. Uniforms will be supplied to and tested by the committee for fitting and durability prior to implementation. Meetings may be conducted by teleconference, virtually or in person.

**20.05.03** The Employee's share of the Uniform cost may be paid by payroll deduction over a period of up to twelve (12) months. The minimum payroll deduction will be twenty-five dollars (\$25.00) per month except for a final balancing payment.

**20.05.04** During the normal life expectancy of a Uniform item, any item damaged in the course of normal duties and not due to negligence by this Employee shall be replaced or repaired by the Company at no cost to the Employee.

**20.05.05** Employees may wear a UNIFOR Union pin on their Uniform.

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

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

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

## **20.06 Pay Errors**

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

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

≤ \$100	Deducted in full on Employee's next available pay cheque.
Between \$100 and \$400	Deductions spread over the next four (4) available pay
≥ \$400 and <b>\$1800</b>	Deductions spread over the next six (6) available pay
≥ 1800	<b>Deduction period will be discussed with Emp. to balance reasonable repayment and financial hardship</b>

- **Prior to the commencement of repayment, the employee will receive a minimum of two-week advance notice of any overpayments by the Company with details as to the overpayment and repayment schedule.**

## **20.07 Recovery of Fees**

Should an Employee resign and fail to return all items (i.e. parking pass, RAIC etc.) any fees charged to the Company will be deducted from the Employees final pay. **Where there is a deduction from the Employees final pay, the employer will provide an itemized list of all outstanding items not returned.**

## **20.08 Copies of Agreement**

As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement. The Company will pay the full cost of having the Collective Agreement printed. **The agreement shall be printed in pocket size 4 x 3.**

## **20.09 Mailing List**

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

## **20.10 Human Rights – Workplace Conflict, No Discrimination, Harassment, Bullying, Violence or Retaliation**

**20.10.01** The Employer and the Union agree that no discrimination, harassment-or sexual harassment, bullying, and violence in employment shall be practiced by either party or their representatives and that no employee shall be subject to retaliation as a result of making a complaint. The prohibited grounds of discrimination are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted, gender identity, gender expression and genetic characteristics, as set out in the Canadian Human Rights Act (CHRA). The provisions of this Agreement shall be interpreted and applied in a manner consistent with the Canada Labour Code (CLC), and the CHRA and its regulations, as amended.

**20.10.02** Workplace harassment and violence is defined as any action, conduct or comment, including of sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment. Definitions of discrimination, harassment, or sexual harassment, bullying, violence and all related terminology may be found within the Company's Workplace Harassment, Violence and Discrimination Prevention Policy (the "Policy").

**20.10.03** Properly discharged management responsibilities, such as the assignment of work tasks, employee coaching, the imposition of discipline or any conduct that does not undermine the dignity of the individual is not harassment.

**20.10.04** The Employer and the Union agree that discrimination, harassment and sexual harassment are serious misconduct that, if proven, may will result in disciplinary action. In addition, the pursuit of frivolous allegations through this procedure has

a detrimental effect on the spirit and intent for which this policy was rightfully developed and may will result in disciplinary action by the Company.

An employee who believes they are the subject of offence is encouraged to make their objection known to the necessary party, directly or through a third party, and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for help from their local manager, Human Resources Representative, and/or Union Representative to facilitate a resolve. The Union Representative, Human Resources Representative and/or local manager may meet the employee together to review their concerns and subsequently meet the other party to share those concerns. The Company and Union will undertake to meet in order to resolve the matter quickly and appropriately in the spirit of establishing a better working relationship/environment. Where it is not possible for the local manager, Human Resources Representative and Union Representative to resolve the matter, the employee may pursue a resolve through a Formal Complaint Resolution Process. The informal conflict resolution process is best resolved as soon as possible.

At any point the employee may decide to proceed directly with the filing of a formal Notice.

#### Formal Complaint Resolution

**20.10.05** If the matter remains unresolved or the employee has opted to file the matter as a formal Notice of Occurrence, the employee, also referred to herein as the Principal Party, should document the incident, where possible, complete with times, dates, location, witness(es) and details of the incident and submit it to the Employer as stated in the Policy.

Once Submitted, all complaints will be reviewed with the Employer, herein referred to as the Designed Recipient, who will contact the Principal Party to review the complaint and discuss potential avenues of resolve, i.e.

#### Negotiated Agreement, Conciliation, Investigation.

A witness may file a Notice of Occurrence, or a Notice of Occurrence may be filed anonymously. It must contain the name of the Principal Party and the Responding Party along with all relevant information such as details of the incident(s), date(s), etc. However, after gathering all necessary details related to the complaint from the witness or anonymous reporter, the Designated Recipient will contact the Principal Party who will determine next steps, if any. The witness and/or anonymous reporter will not be notified of these steps, the resolution process or the resolution.

## Investigation

**20.10.06** As part of this Article, all formal Notices of Occurrence will be investigated jointly by one (1) qualified investigator for the Company and one (1) for the National, Local or District Union, as per the regulations under the Canada Labour Code. The Union and Company Investigators will contact each other and arrange to conduct a joint investigation. At the beginning of the investigation the Investigators will speak with the Principal Party to gather the facts of the complaint. The Responding Party will be given an appropriate amount of information regarding the complaint in order to make a detailed response. The Principal Party and the Responding Party may be represented by a person of their choice, providing that person will not be called for any reason to an interview involving the investigation, i.e. witness. To avoid a conflict of interest, the same person cannot represent both a Principal Party and a Responding Party. The selected representative may provide advice or guidance to the person that are supporting on any matter that the Principal Party or Responding Party feels are relevant.

Should a Union member be the Responding Party in a complaint lodged under a Collective Agreement administered by another Bargaining Agent, the Union will appoint a qualified Investigator to hear all evidence in the investigatory hearing.

**20.10.07** The Employer may implement interim measures during the investigation the Employer considers necessary and appropriate to enable the Principal Party to continue to perform their duties without discrimination or harassment.

**20.10.08** At the completion of the investigation, a joint report will be prepared by the Investigators of which a copy will be given to the Principal Party and the Responding Party. The report will not reveal directly or indirectly the identity of the persons who are involved in an occurrence or the resolution process. The report will include a general description of the alleged occurrence(s), conclusions, including those related to the circumstances in the workplace that may have contributed to the occurrence(s), and recommendations to eliminate or minimize the risk of similar occurrence(s), if it is concluded incident(s) to have occurred. Recommendations as submitted by the Investigators will not include disciplinary actions.

**20.10.09** The distribution of the investigator's report will also be limited to the Director of Labour Relations, or their designate, and the President and/or Assistant to the President of the Local, and the workplace health and safety committee. The Investigators will maintain, in confidence, information received during the investigation, subject to any specific disclosure that may be required in order for the Employer or the Union to fulfill their respective responsibilities and/or as may be required in any subsequent arbitration or hearing.

## Complaint Resolution

**20.10.10** Within ten (10) days of receiving the report, the Employer will render their final decision should any administrative action be deemed necessary by the Employer.

## Appeals Process

**20.10.11** Appeal of the outcome/findings: Where the Principal Party or Responding Party believes there has been a procedural error with the investigation, they may communicate their concerns in writing to the Designated Recipient within fourteen (14) days of receipt of the report. The request must contain sufficient information to detail the reasons for the appeal/review. The Designated Recipient or their Designate and the President/Assistant to the President of the Local shall review the reasons for the appeal and the investigator's report to determine the merit of the appeal. A response to the appeal should be received in writing and within fourteen (14) days of receipt of the request.

Appeal of discipline: Despite other language in this Collective Agreement regarding the imposition of discipline and the filing of a grievance, the appeal of discipline, excluding discharge, arising from harassment and violence complaints that are initiated under this Article and thus subject to a joint investigation process, will be resolved through this review process. As such, the review of the imposition of discipline shall be reviewed by the Manager of Labour Relations, or their designate, the President/Assistant to the President of the Local. Where the appeal of discipline is unresolved, it will be escalated to expedited arbitration with a single arbitrator who shall be selected by mutual agreement between the Company and the Union.

**20.10.12** An employee, whose concerns cannot be resolved through the informal or formal process, can request a lateral transfer. The Employer and the Union will consult over the transfer request, which will not be unreasonably withheld.

**20.10.13** Nothing in this Article shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination, harassment, or sexual harassment.

## General

**20.10.14** In collaboration with the Unifor National Human Rights Coordinator, the Employer has developed and will continue to make available, to all employees, an online training course aimed at raising awareness of and discouraging workplace discrimination harassment and violence. Any formal classroom training sessions will be jointly facilitated by Management and the Unifor National Human Rights Coordinator, or their designate.

**20.10.15** The Employer and the Union agree to consult in the event of any serious allegation that an employee's rights have been adversely affected as a result

of discrimination or harassment on a ground other than one of the prohibited grounds in the Canadian Human Rights Act.

#### **20.11 Parking**

The Company shall provide free parking for Employees.

#### **20.12 Base Closures**

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

#### **20.13 New Employee Orientation**

The Company agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off. **The Union shall be advised the dates of all initial training classes.** A new Employee shall be advised of the name and Location of her Union representative. Whenever the Union representative is employed in the same work area as the new Employee, the **Employee's** immediate supervisor will introduce her to her Union representative who will provide the Employee with a copy of the Collective Agreement. The Company agrees that a Union representative will be given an opportunity to meet with the new Employees in a classroom environment within regular working hours without loss of pay for up to forty-five (45) minutes sometime during the training period for the purpose of acquainting the new Employees with the benefits and duties of Union membership and the **Employee's** responsibilities and obligations to the Employer and the Union.

#### **20.14 Letters of Understanding**

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

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

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

## **20.16 Flight Bumping**

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

## **20.17 Domestic Violence**

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

**Employees will be entitled to leave for Victims of Family Violence in accordance with the provisions of the Canada Labour Code.**

## **20.18 Technological Changes**

**The Company will abide by the requirements of the Notice of Technological Changes in the Canada Labour Code.**

## **20.19 Training**

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

## **ARTICLE 21: EMPLOYEE BENEFITS**

**21.01** Qualifying Employees shall be covered by the Company's short-term disability plan, long-term disability plan and extended health care plan according to the terms of these plans and as described in the benefit book.

**21.02** Premium cost share arrangements are as follows:

- Life Insurance: 100% Company paid\*
- Accidental Death and Dismemberment: 100% Company paid
- Dental Insurance: 50% Company paid

- Short-Term Disability: 100% Company paid
- Long-Term Disability: 100% Employee paid
- Extended Health Care: 100% Company paid

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

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

**21.04 Personal-Wellness Leave**

**21.04.01** Full time Employees will be granted one hundred and twelve (112) hours a year of **Personal-Wellness Leave** at the beginning of each calendar year. Part time Employees will be granted ninety (90) hours a year of wellness leave at the beginning of each calendar year.

Personal-Wellness Leave means a period of **time calculated in days or part thereof** during which a member was scheduled to work and was unable to report due to reasons related to personal wellness. Reasons related to personal wellness include:

- Personal illness or injury
- Unfit to work-means a Member is unable to perform their duties because of any health and fitness circumstance relating to but not limited to: Physiological, Cognitive, Psychological and/or Psychiatric conditions.
- Personal and/or family responsibilities
- Attending any personal, medical', or dental appointments
- Carrying out responsibilities related to the health or care of any of the employee's family members
- Carrying out responsibilities related to the education of any of the employee's family members who are under 18 years of age
- Attending their citizenship ceremony under the Citizenship Act;
- Addressing any urgent matter concerning themselves or their family members; and
- Other reasons as outlined in Personal Leave provisions of the Canada Labour Code.

**21.04.02** Subject to management approval, wellness leave will be granted to attend to routine personal appointments.

**21.04.03** The Company may request a doctor's certificate where an Employee has excessive absenteeism and is on an attendance management program, and/or when the Employee has missed 5 or more consecutive days. The Company will reimburse the Employee for the cost of the doctor's note [up to a maximum of fifty dollars (\$50)] if a doctor's note is requested by the Company and the employee pays for the note. A receipt will be required.

**21.04.05** Where an Employee has exhausted all wellness leave credits, any additional time off due to illness the Employee shall not be paid for the additional time off.

**21.04.06** Casual Employee shall not be entitled to wellness leave.

**21.04.07** Where an Employee has sufficient time in their wellness leave bank, one hour of wellness leave time shall be deducted from her wellness leave bank for each hour an Employee is off sick.

**21.04.08** Unused sick leave credits will be carried forward each calendar year to a maximum of twenty-four (24) hours for Full time and twelve (12) hours for Part time annually. The sick bank will be capped at a maximum of one hundred twelve (112) hours for Full time and seventy-eight (78) for Part time.

#### **21.05 Retirement Plan**

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

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

#### **21.06 Travel Passes for Casual Employees**

Upon completion of every **130** hours of work, a Casual Employee shall be entitled to one ID00 Family Pass (Space Available) on Canadian North, to a maximum of 4 per calendar year, subject to the terms of the HR Policy Manual and those conditions in the Employee Travel Guide. The Casual Employee will be responsible to pay for any taxes for each Pass.

**Travel Passes for Unifor Employees, all statuses (FT/PT/CAS) will be in accordance with the Staff Travel Policy.**

### **ARTICLE 22: DUES DEDUCTION**

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

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

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




- 22.04** If the wages of an Employee payable for any period are insufficient to permit a full deduction, no such deduction will be made from the wages of such Employee by the Company on that payroll. The Company will not, because the Employee did not have sufficient wages on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 22.05** Only payroll deductions now or hereafter required by law and deductions of monies due or owing the Company shall be made from wages prior to the deduction of dues.
- 22.06** The amount so deducted from wages, accompanied by a statement of deductions from individuals, will be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 22.07** The Company shall not be responsible for arrears.
- 22.08** The Company shall not be responsible financially, either to the Union or to any Employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an Employee's wages, the Company shall adjust it directly with the Employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this Article shall terminate at the time it remits the amounts payable to the Union.
- 22.09** In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense, except that, if at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.
- 22.10** Employees shall be provided with a T4 slip indicating the amount of Union dues deducted.

**ARTICLE 23: DURATION**

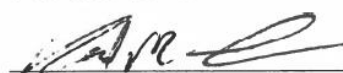


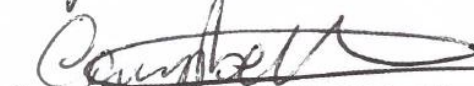
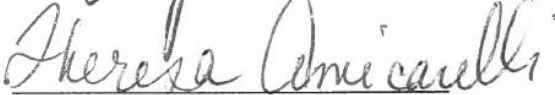

- 23.01** This Agreement is effective upon ratification, except as otherwise provided herein, and will continue in full force and effect until three years post ratification, **September 27, 2026**, and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month to month unless notification to reopen the Agreement, in writing, is served by either of the parties hereto not more than four (4) months prior to the expiry date, or any continuation of expiry date, on a month to month basis, subject always to Article 23.03.
  
- 23.02** Where notice to bargain collectively has been given, the Union and the Company will, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a new Collective Agreement.
  
- 23.03** This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no agreement has been reached.

DATED AT OTTAWA this 8th day of April 2024.

For the Company

  
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For the Union

  
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## **APPENDIX A**

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

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

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

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

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

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

Employees bidding into and selected for a specialized work function will be in the role for a minimum of twelve (12) months. Employees wishing to bid out must give notice of three (3) months to allow for training. **This will not constitute the need for a new schedule shift bid. Should a qualified trained employee wish to bid into this function then the two agents would be allowed to exchange shifts and responsibilities for the remainder of the published schedule.**

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

**LETTER OF UNDERSTANDING # 1**

Between: Canadian North and UNIFOR Local 2002

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

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

The provisions of section 11.03.02, 11.03.03 shall still apply.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

## LETTER OF UNDERSTANDING #2

Between

Bradley Air Services Limited, operating as Canadian North (the "Company")

And

Unifor Local 2002 (the "Union")

Subject: Crew Scheduling Classification

WHEREAS the Company and the Union are signatories to the Canadian North-Unifor Collective Agreement (the "CA"), and;

WHEREAS the Canada Industrial Relations Board ("CIRB") recognized that Employees employed as Crew Schedulers be included in the existing bargaining unit on June 17, 2021, and;

NOW THEREFORE the Parties agree that all provisions of the CA shall apply to Union members employed as Crew Schedulers except as outlined in this Letter of Understanding No.4 ("LOU").

1. Within Article 4, new language reflecting the Crew Scheduling Coordinator and Crew Scheduler position descriptions shall be added, as follows:

### Crew Scheduling Coordinator

The principal function of a Crew Scheduling Coordinator is to provide leadership, support, and direction to a group of Employees in the areas of technical expertise, crew scheduling and operational demands **Decisions will be made first and foremost with focus on safety and an eye to on-time performance and planning for any irregular operations proactively.** They are a full working member of the group performing the duties of a Crew Scheduler and carrying out related administrative duties. Additional responsibilities include input into Employee scheduling and assignment, on the job training and instruction. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviation to the same shall be reported to management, but shall not be permitted to be directly involved in the discipline of any other employee. The Crew Scheduling Coordinator shall perform other duties and functions related to the foregoing.

### Crew Scheduler

Comprises all of those who perform the following Crew Scheduling functions:

- Ensure full complement of crew members for all scheduled and non-scheduled flight are effective and efficiently crewed in accordance with Company policy, regulations (CARs), and flight and cabin crew collective agreements.

- Liaise with OCC during Irregular Operations to ensure crew compliments and duties days are kept within the CARs regulations.
- Monitor and action daily and future crew requirements. Ensure that pairings are accurate and up to date. Reroute/reschedule crew members, as a result of irregular operations, mechanical, weather, sick calls, crew legalities, etc., in compliance with all applicable policies and procedures and update the system accordingly.
- Coordinate and book crew transportation and accommodations.
- Prepare crew itineraries, cross check all deadheading information and provide to crews
- Provide effective and timely communication with all flight and cabin crew as it relates to scheduling activity and schedule deviations.
- Assist Chief and Assistant Chief Crew Scheduler with expense coding and receipt reconciliation.
- Review and process crew members shift trade requests.
- Record and maintain accurate and detailed records on a timely basis in the Crew Scheduling system, and coordinate related reporting requirements (e.g.: crew book-offs, crew qualifications, crew medical/training/license requirements, etc.).
- Assist with on the job training and instruction of new Crew Schedulers.
- Actively participate in Safety Management System (SMS) including, reporting hazards, accidents and incidents in a timely manner and assisting with safety investigations. Active member of the Emergency Response Team.
- Perform other duties and functions related to the foregoing.

### **OCC Agent travel and Administration**

#### **Duties and Responsibilities:**

- **Support the Crew Schedulers by assisting with booking crew travel, such as SIM, dead-heads, hotels and car rentals;**
- **Assist Chief and Assistant Chief Crew Scheduler with expense coding and receipt reconciliation;**
- **Administrative responsibilities associated with AIMS;**
- **Support. OCC management in booking/organizing familiarization flights (FAM flights) for Crew Schedulers, OCC Duty Managers and Flight Dispatchers;**
- **Support OCC management with administrative work, new employee on boarding, paperwork filing and record keeping;**
- **Support OCC management with go-kit updates and general maintenance;**
- **Other duties as assigned.**

2. Within Article 5 "Pay Scales", a pay scale distinctly associated with the crew scheduling classification shall be added, as follows:

**Attendants and Agents (including OCC Travel and Administration Agent in LOU)**

Customer Service Agents, Load Control Agents, IT Agents, Cargo Attendants, Cargo Agents, Station Agents, Station Attendant, Ramp Attendants

LEVEL	TIME AT LEVEL	DEC. 23	DEC. 24 4%	DEC. 25 4%
TRAINING	Completion of all required training and a minimum of 1 year in the position	\$ 20.50	\$ 21.00	\$ 21.50
1	1 year	\$ 23.50	\$24.44	\$ 25.42
2	1 year	\$ 24.50	\$ 25.48	\$ 26.50
3	1 year	\$ 25.50	\$ 26.52	\$ 27.58
4	1 year	\$ 26.50	\$ 27.56	\$ 28.66
5	1 year	\$ 27.50	\$28.60	\$ 29.74
6	1 year	\$ 28.50	\$29.64	\$ 30.83

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

**\*\*\*\*Employees will be mapped on the wage grid to the closest level, taking into account any premiums they are currently receiving with the exception of coordinator and language premium, with at least a 5 % increase at the starting date of ratification and will continue to receive wage increases on their date of hire and an annual increase each year of the collective agreement as indicated above. No Employee hired prior to ratification will be mapped to the training rate.**

**OPERATIONS COORDINATORS (CREW SCHEDULERS IN LOU)**

Operations Coordinators Premium is \$1.50 per hour, demonstrated in the table below, in addition to the appropriate Agent pay rate. When an Employee is designated as an "Acting Operations Coordinator", that Employee will receive the premium for the hours worked as such.

LEVEL	TIME AT LEVEL	DEC. 23	DEC. 24 4%	DEC. 25 4%
1	1 year	\$ 25.00	\$25.64	\$ 26.92
2	1 year	\$ 26.00	\$ 26.98	\$ 28.00
3	1 year	\$ 27.00	\$ 28.02	\$ 29.08
4	1 year	\$ 28.00	\$ 29.06	\$ 30.16
5	1 year	\$ 29.00	\$30.10	\$ 31.24
6	1 year	\$ 30.00	\$31.14	\$ 32.33

\*\*\*\*Employees will be mapped on the wage grid to the closest level, taking into account any premiums they are currently receiving with the exception of coordinator and language premium, with at least a 5% increase at the starting date of ratification and will continue to receive wage increases on their date of hire and an annual increase each year of the collective agreement as indicated above.

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

Coordinator vacation will be paid out at the appropriate pay rate plus the premium.

**Coordinators (including Crew Sched Coordinators in LOU)**

**Cargo Coordinators Ramp Coordinators, Load Control Coordinators, Customer Service Coordinators, IT Coordinators, Station Coordinators Premium is \$ 4.25 per hour, demonstrated in the table below, in addition to the appropriate Agent/Attendant pay rate. When an Employee is designated as an “Acting Coordinator”, that Employee will receive the premium for the hours worked as such.**

LEVEL	TIME AT LEVEL	DEC. 23	DEC. 24 4%	DEC. 25 4%
1	1 year	\$ 27.75	\$28.69	\$ 29.67
2	1 year	\$ 28.75	\$ 29.73	\$ 30.75
3	1 year	\$ 29.75	\$ 30.77	\$ 31.83
4	1 year	\$ 30.75	\$ 31.81	\$ 32.91
5	1 year	\$ 31.75	\$32.85	\$ 33.99
6	1 year	\$ 32.75	\$33.89	\$ 35.08

**\*\*\*\*Employees will be mapped on the wage grid to the closest level, taking into account any premiums they are currently receiving with the exception of coordinator and language premium, with at least a 5% increase at the starting date of ratification and will continue to receive wage increases on their date of hire and an annual increase each year of the collective agreement as indicated above.**

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

**Coordinator vacation will be paid out at the appropriate pay rate plus the premium.**

When an Employee is hired externally and comes to Canadian North with Crew Scheduling experience at another airline, they may be hired at rate higher than Level 1, but not higher than a current Crew Scheduler with at least equivalent experience to the new hire.

3. Article 6.06.02: This Article states that, “The Local joint scheduling committee, or where none exists, the District Chairperson, will work with management on an alternative schedule.” For the Crew Scheduling department, if there is no local joint scheduling committee, or where the District Chairperson is not a Crew Scheduler, a single Crew Scheduler can perform the committee function.

4. Article 6.06.12 and any other refereeing to "uniform": Company uniform is not required for Crew Schedulers.
5. Article 6.07.01: For Crew Schedulers, the reassignment language in this Article shall apply except that minimum notice of change of days off shall be seventy-two (72) hours.
6. Article 6.10 Shift Trades; Supplementing the current language, the following shall apply to Crew Schedulers:
  - All approvals shall be by the Chief or Assistant Chief rather than the Coordinator
  - Shift trades must occur within the period covered by the published schedule, however shall be no greater than three (3) months apart.
7. Article 8: For Crew Scheduling, assignment away from Base shall be equitably distributed and the premium in Article 8.04.03 shall not apply.
8. Article 10: Bargaining Unit Seniority shall be used to determine (a) staff reductions and displacement as per Article 11, and (b) recall after layoff per Article 11. Classification Seniority shall be used to determine (a) vacation preference, (b) bidding shift schedules, and (c) assignment of overtime.
9. Article 11.01.02: Further to this Article, "in the event of a staff reduction, Employees may only elect to bump into the Crew Scheduling classification, provided that Employee has previous Bargaining Unit Seniority in the Crew Scheduling Classification."
10. Article 11.01.04: For the purposes of this Article and Employees bumping into Crew Scheduling, the timeline indicated shall be amended from ninety (90) days to one hundred and eighty (180) days.
11. Article 11.01.05: Time to report may be extended by the Company beyond twenty-one (21) days based on operation requirements, in such cases the Union shall be advised.
12. Article 12.03.03: This Article shall apply to Crew Scheduling positions, in addition to coordinator positions.