

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**BEARSKIN LAKE AIR SERVICE LP.**



**AND**

**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS  
TRANSPORTATION DISTRICT 140  
AND LOCAL LODGE 2413**



**AGREEMENT NO. 7**

**MAINTENANCE**

**September 01, 2013 – August 31, 2016**



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## **PREAMBLE**

This Agreement is made and entered into as of the 1<sup>st</sup> day of September, **2013** by and between Bearskin Lake Air Service LP., formerly known as Bearskin Lake Air Service LTD., hereinafter referred to as the "Company", and the International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Association", representing certain employees, as hereinafter defined, employed in the service of the Company.

In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and development of a spirit of co-operation are essential for mutual benefit and public service.

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operations, the maintenance of a high degree of quality of maintenance and engineering work. It is recognized by this Agreement to be the duty of the Company, the Association and the employees to

cooperate fully both individually and collectively, for the advancement of this purpose.

- 1.02 The Company and the Association agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Association, or because of his activity or lack of activity in the Association.
  
- 1.03 It is understood that wherever in this Agreement employees are referred to in the male gender; it shall be recognized as referring to both male and female employees.
  
- 1.04 Employment Equity

The Company and the Association recognize the need to conform to the Federal Government's Employment Equity Program. The Parties recognize the need to achieve equality in employment opportunities in the workplace. When real or artificial barriers to the advancement of employment equity become apparent, the parties will consult. A meeting will be convened to provide the Association with an opportunity to present its' view concerning:

- (a) The elimination of any practices or conditions imposed through the Collective Agreement respecting employment equity; and
- (b) Any assistance the Association could provide to the Company in order to facilitate the implementation of employment equity in the workplace and the communication to employees of matters relating to employment equity; and
- (c) The preparation, implementation and revision of the Company's employment equity plan.

## **ARTICLE 2 - SCOPE OF AGREEMENT**

- 2.01 The Company recognizes the International Association of Machinists and Aerospace Workers as the sole collective bargaining agent for all Aircraft Maintenance Engineers, Aircraft Maintenance Apprentices and Technicians in the employ of Bearskin Lake Air Service LP., excluding Quality Assurance Manager, Deputy Quality Assurance Manager, Senior Base Engineer and those above.
- 2.02 Management may perform bargaining unit work for the purpose of assisting bargaining unit members or for the purpose of instructing employees, inspection or checking out of equipment to remain

current on aircraft or in situations which require immediate action to remain operational.

2.03 The Association and Company recognize that work done by bargaining unit members has also been contracted out in the past. The parties agree that nothing in this Agreement restricts the continuation of this past practice.

2.04 The Association acknowledges that it is the exclusive function of the Company:

(a) To maintain order, discipline and efficiency, and

(b) To hire, retire, classify, direct, transfer, promote, demote, layoff or dismiss employees, provided that an employee who has completed the probationary period and who has not been dealt with concerning these matters for reasonable cause, may submit a grievance which shall be settled as hereinafter provided, and

(c) To manage the industrial enterprise in which it is engaged and without restricting the generality of the foregoing to determine the number and locations of plants, the kinds and locations of machines, tools and equipment to be used, the control of materials and parts, the schedules or production, and the extension, limitation,



curtailment, or cessation of operations and to study and introduce new or improved methods, processes, materials and facilities, and to make and enforce and alter from time to time rules and regulations covering the operation of its business provided that said rules shall not be inconsistent with this Agreement.

The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

### **ARTICLE 3 - STATUS OF AGREEMENT**

- 3.01 This Agreement and any appendices or supplements thereto, supersede any and all Agreements now existing or previously executed between the Company and any Association or individual, affecting the employees covered by this Agreement.
- 3.02 Exceptions, local or side agreements, or modifications of this Agreement may not be made except by mutual agreement in writing between the Director of Human Resources or his designate, and a designated representative of the Association.
- 3.03 The only interpretation of this Agreement which shall be considered valid and binding are those

agreed to in writing by the designated representative of the Association and the Director of Human Resources or his designate.

- 3.04 In case of a consolidation or merger affecting the rights of employees covered by this Agreement, the provisions of the Canada Labour Code Part I will apply.
- 3.05 During the life of this Agreement the Company shall not cause or engage in any lockout nor shall the Association call or authorize a strike or stoppage of work or slow-down, either complete or partial, until all the procedures provided for in this Agreement and in the Canada Labour Code for the adjustment and settlement of disputes or for the avoidance of interruption of work shall have been exhausted.

#### **ARTICLE 4 - ASSOCIATION MEMBERSHIP AND DEDUCTION OF DUES**

- 4.01 Subject to the provisions of the Canada Labour Code, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment. This article may not be used to deprive an employee of his/her employment.**

- 4.02 (a) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union local. Membership shall not be denied for reasons of race, age, national origin, color or religion.**
- (b) New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union after they have paid the required initiation fee prescribed in the Unions bylaws. They must remain in good standing as a condition of employment. Such completed applications shall be sent to the Secretary-Treasurer of the Local Lodge forthwith.**
- (c) At the earliest opportunity, and in accordance with operational requirements and shift availability, the employee's immediate supervisor shall introduce the new employee to his/her Chief Steward or designee. The meeting shall not exceed fifteen (15) minutes in length. The Chief Steward or designee will provide him/her with a copy of the Collective Agreement and will ensure Union applications are provided to such new hires for forwarding to the appropriate Union office.**

- 4.03 The Company agrees that all employees covered by this agreement shall have monthly dues deducted from their wages as a condition of employment. The deduction of Union dues shall commence from the first day of employment, beginning with the first pay, and each pay thereafter, from all Union employees.**
- 4.04 The Company agrees to deduct Union Dues in the amount prescribed by the Union to the Employer in writing from time to time. Such deductions shall be remitted by electronic fund transfer to the District Lodge of the Union by the twentieth (20<sup>th</sup>) day of the month following the month in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.**
- 4.05 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Employer in such month.**

- 4.06 Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.**
- 4.07 Payroll deductions required by Law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance shall take precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union Dues.**
- 4.08 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made;**
- (a) All monthly dues for members to be submitted in alphabetical order by name with hire date, classification, hourly rate, dues deducted and employment status;**
  - (b) The Company further agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so requested by the Union.**

- 4.09 The Employer will show the amount of the dues deducted on T-4 slips issued to employees.
- 4.10 When requested in writing, the Employer will provide to the Union within ten (10) calendar days a list of member's names and wage rates.
- 4.11 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

## **ARTICLE 5 - DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings, unless otherwise specified.

- 5.01 **"Company"**
- Bearskin Lake Air Service LP.
- 5.02 **"Association"**
- International Association of Machinists and Aerospace Workers, as represented by Local Lodge 2413.

5.03 **"Agreement"**

- The Collective Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters or written amendments signed by authorized Company and Association Officers.

5.04 **"Employee"**

- Means persons who are employed by Bearskin Lake Air Service LP and who are represented by the International Association of Machinists and Aerospace Workers.

5.05 **"Probationary Employee"**

- An employee who has not completed a minimum of six (6) calendar months worked with the Company.

5.06 **"Month"**

- A calendar month.

5.07 **"Base"**

- This term shall mean a geographical location where the Company regularly operates a scheduled maintenance facility.

5.08 **"Call-out"**

- Means employees called out to work on a specific job assignment after leaving the premises

of the Company following completion of a scheduled shift or on a scheduled day of rest.

5.09 **"Vacancy"**

- Means a position determined by the Company to be vacant and filled at the Company's discretion.

5.10 **"Crew Chief"**

- Assigns, directs and instructs employees in the duties and work requirements of the classifications of employees covered by the Agreement. Performs the work of his classification and is responsible to management to carry out all duties as assigned.

5.11 **"Temporary Position"**

- Shall be as historically used by the Company and shall not be operated in such a way as to undermine the bargaining unit.

5.12 **"Temporary Employee"**

- An employee who fills a temporary position.

5.13 **"A C A"**

- Means an Engineer who has aircraft certification authority.



5.14 **“Lead Hand”**

- Assigns, direct and instructs employees in the duties and work assignments of the classifications of employees in the Shops – Sheet Metal, Component, Engine Shop.

5.15 **“Technician”**

- Are an employee who performs work on Aircraft Maintenance Components (Bench Work Only unless the components cannot be practically be removed to perform the task, i.e. – Wing Fittings).

5.16 **“Specialty Premium”**

- For certifying authorized specialty work as recognized by the Company. Specialty Premium will be paid as outlined in Article 30:01.

5.17 **“SCA”**

- An employee who holds a shop certification authority, authorized by the Company.

5.18 **“Turbine Engine Overhaul Technician”**

- Means any employee occupying a full time position in the engine department possessing an Aviation related College Diploma and/or a company approved Heavy Maintenance course on Engine Type with Company SCA Authority.

## ARTICLE 6 - SPECIFIC PERFORMANCE

6.01 The waiver of any of the provisions of this Agreement, or the breach of any of its provisions, by any of the parties, shall not constitute a precedent for further waiver of the enforcement of any further breach.

## ARTICLE 7 - EMPLOYEE'S REPRESENTATIVE

7.01 The Company will recognize Association Representatives who shall be employees of the Company. **Any base with four (4) or more employees shall have one (1) Shop Steward as follows:**

- One (1) Chief Steward
- One (1) Shop Steward for Thunder Bay
- One (1) Shop Steward for Sioux Lookout
- One (1) Shop Steward for Winnipeg
- **One (1) Shop Steward for Kitchener/Waterloo**
- **One (1) Shop Steward per any future bases**

The Association may name an alternate steward at each base.

7.02 When the Local Association Representative makes a request to attend to matters relating to this Agreement or to other Association business,

Association Representatives shall be granted time off without pay subject to the Company's operational requirements and shall be granted space available transportation on Company flights in accordance with Company policy for that purpose.

- 7.03 The Association shall name a Shop Committee of not more than **five (5)** members, **inclusive of the Chief Steward**, who shall be employees of the Company covered by this Agreement.
- 7.04 The Shop Committee and representatives of the Company may meet as required upon request by either party on mutually agreeable dates. The party requesting the meeting shall do so in writing with an agenda of the items to be discussed. Only Shop Committee members, a Business Representative or International Officer of the Association shall be present at the meeting. If the Business Representative is requested to attend by the Company or the Chief Steward, the Company will provide a space available pass over its routes. **If the Company agrees to the meeting, the Shop Committee members will be granted time off with pay to attend.**
- 7.05 When the Company makes the request to attend to matters relating to this Agreement or when Shop Stewards are required to participate in the resolution

of complaints at the immediate supervisor level pursuant to Article 8, Association representatives will be granted time off with pay, subject to the Company's operational requirements. The Association recognizes and agrees that a member of the Shop Committee's primary function is to perform the duties of their classification for which they are employed by the Company.

- 7.06 The Association shall elect and the Company shall recognize the Chief Steward **plus three (3) members from the Shop Committee representing the various bases**, who are employees of the Company, covered by this Agreement and shall constitute a Negotiating Committee. The function of such Committee shall be to meet with designated Company Representatives for the purpose of the negotiating amendments to or a renewal of this Collective Agreement. Negotiating committee members will be granted time off with pay to attend at the negotiations up to but not including Conciliation.
- 7.07 No Association activity will be conducted on Company property or Company time other than as expressly provided for in this Agreement.
- 7.08 **Any time consumed on union business or activities that has been authorized by the**

**Company or agreed to under this Collective Agreement, excluding Articles 7 and 8 will be paid by the Company and charged to Local Lodge 2413. The Local Lodge will provide the Company with the respective time clearance request and will reimburse the Company by month end.**

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 For the purpose of this Agreement, a grievance is defined as any difference between the Company and the Association and/or those parties on whose behalf this Agreement was entered into, concerning the interpretation, application, administration, or alleged violation of the Agreement.
- 8.02 If an employee feels he has suffered a grievance, he shall report the grievance in the manner provided herein. Pending possible settlement, the employee shall meanwhile perform the duties assigned by the Company if the Company so requests, otherwise, the Company may suspend the employee pending investigation.
- 8.03 (a) The Company will notify the Shop Steward and the individual(s) involved in the occurrence as soon as possible after the investigation is completed if disciplinary action is contemplated.

- (b) Prior to disciplinary or discharge action, the Company agrees to meet with the employee to discuss the matter. Any employee involved in any discussion with Management in which discipline may result, shall have the right to have a Shop Steward or designate present. Failure of a Shop Steward or designate to be present will not void the discipline and will not be the subject of a grievance. However, an employee who feels he has been unjustly disciplined or discharged may file a grievance at Step 2.
  
- (c) Where disciplinary or discharge action is considered necessary, such action will take place within ten (10) calendar days following the meeting the Company and the employee as per 8:03 (b) above.

8.04 Grievances of a policy nature may be initiated by the Association or the Company at Step 2.

8.05 **Step 1:**

An employee who has a complaint shall first bring the issue verbally to the attention of the Maintenance Manager either alone or with his Shop Steward if he so desires. Such complaint must be presented within five (5) calendar days of the occurrence or when the grievor should have reasonably become aware of the occurrence. The Maintenance

Manager shall meet with the Shop Stewart at his base within five (5) calendar days to discuss the grievance and shall render his decision in writing within seven (7) calendar days thereafter.

**Step 2:**

Should the employee not receive a satisfactory answer from the Maintenance Manager, he shall submit his grievance in writing within five (5) calendar days to the **President** or his designate. Such grievance must be signed by the employee and shall list:

1. The nature of the grievance;
2. The provisions of the Collective Agreement alleged to have been violated;
3. The remedy requested.

The **President** or his designate shall meet with the Shop Stewart within five (5) calendar days to discuss the grievance and shall render his decision in writing within ten (10) calendar days thereafter.

- 8.06 Written caution or reprimand notices shall be given to employees whenever, in the Company's opinion, a breach of discipline has occurred. A copy of such notice will be provided to the Shop Steward.

- 8.07 When the Company suspends for a specified period of time, or dismisses or demotes an employee for cause, the Company shall give the employee notice in writing as to the reasons for his suspension, demotion or dismissal. A copy of such notice will be provided to the Shop Steward.
- 8.08 Written caution or reprimand notices placed in an employee's personal file will be removed two (2) years following the date of issuance of the most recent caution or reprimand notice.
- 8.09 The time limits outlined in this Article may be extended by mutual agreement between the Company and the Association.

## **ARTICLE 9 – ARBITRATION**

- 9.01 Either party may, within twenty (20) calendar days following conclusion of Step 2 of the Grievance Procedure, refer the grievance to Arbitration and shall notify, in writing, the other party of its intention to arbitrate. If written notice of intent to arbitrate is not forwarded within the twenty (20) calendar day period, the grievance is deemed to have been settled at the conclusion of Step 2 of the Grievance Procedure. Such written notice shall contain the notifying parties' suggested arbitrators.



The Arbitrator shall be selected and the proceedings carried on in the following manner:

(a) Selection of the Arbitrator:

- (i) The party initiating arbitration proceedings shall notify the other party of its suggested appointee to act as Arbitrator within fifteen (15) calendar days following the above notification. The recipient of such notification shall respond in writing within ten (10) calendar days.
- (ii) In the event of a disagreement to the suggested appointee, the parties shall make an earnest effort to agree upon an acceptable Arbitrator. Failing such agreement within ten (10) calendar days, the parties shall then request the Minister of Labour to appoint an Arbitrator.

(b) Arbitration Proceedings:

- (i) The Arbitrator shall not have the power to alter, amend, substitute or give any decision inconsistent with the provisions of this Collective Agreement.

- (ii) The Arbitrator shall have jurisdiction in determining whether the grievance presents an arbitrable issue.
- (iii) In cases where the Company has disciplined or discharged an employee, the Arbitrator may uphold the Company's final decision, fully exonerate and order reinstatement of the employee with pay for all time lost, or render such other decision as he considers just and equitable.
- (iv) The decision of the Arbitrator shall be final and binding upon all parties and persons bound hereunder.

(c) Arbitration Expenses:

- (i) Each party shall pay its own costs, fees and expenses of witnesses called by it, and of its representatives.
- (ii) The fees and expenses of the arbitrator shall be shared equally between the parties.

**NOTE:** All time limits specified in this Article may be extended by mutual agreement, in writing, with copies to both parties.

## **ARTICLE 10 - SENIORITY**

10.01 Upon successful completion of the probationary period an employee shall be credited with seniority as provided herein. **Company** seniority is the length of continuous service in the employ of the Company, while employed in the bargaining unit.

Subject to the provisions of this Agreement each employee shall have:

(a) **Occupational** Classification Seniority which will accrue and date from the most recent date the employee commenced work in a specific classification and seniority unit covered by this Agreement, except as provided herein. The classifications are those listed in Appendix "A" herein.

(b) The seniority units are:

1. Thunder Bay
2. Sioux Lookout
3. Winnipeg
- 4. Kitchener/Waterloo**
5. Future Bases as defined herein.

10.02 (a) New employees hired by the Company will be required to **serve** a probationary period of six (6) calendar months from the first day of work,

including training. In the event that a probationary employee is absent from work for any reason excluding regularly scheduled days off, for more than seven (7) calendar days during the six (6) month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.

- (b) The Company has the right to discharge probationary employees during their probationary period that are found to be unsuitable for continued employment. Grievances may be presented in connection with the discharge or layoff of probationary employees but not be arbitrable.
- (c) In the event of a staff reduction, probationary employees will be affected in **reverse** order of seniority and shall not have the right to bump another employee or to layoff and recall. They will, however, be offered vacancies not bid by other employees.
- (d) Temporary employees will not attain seniority.

10.03 (a) When an employee transfers from Occupational classification to another or one base to another, his seniority shall continue to pertain to his current

classification and base for a period of thirty (30) calendar days, after which if the transfer remains in effect his **Company** seniority shall be transferred to his new classification and base. Applicants requesting a transfer from one base to another will be given preference over new hires provided such transfer does not have the effect of understaffing the applicant's original base.

- (b) Employees promoted to Crew Chief shall continue to accrue seniority in their basic classification at the same time.

10.04 An employee shall lose all seniority and shall be deemed terminated if:

1. the employee voluntarily leaves the employ of the Company,
2. the employee is discharged and the discharge is not reversed through the grievance procedure.
3. the employee has been laid off and not been recalled to work for the lesser of:
  - (a) (i) a period equal to his seniority
  - (ii) a maximum of one (1) year in the case of seniority of less than ten (10) years or

(b) a maximum period of two (2) years in the case of seniority of ten (10) years or more.

4. the employee is retired,

5. after lay-off, the employee fails to notify the Company in writing of his intention to return to work within seven (7) calendar days after notice by registered mail has been sent by the Company.

6. fails to return to work and following the conclusion of an approved leave of absence pursuant to Article 12.04 (a) herein.

10.05 Each employee who is laid off will keep the Company **and the Union** informed of his current address, failing which the Company will not be responsible if notice of recall fails to reach such employee.

10.06 By mutual agreement of the parties hereto, seniority may be restored in whole or in part in any case arising out of 10.04 above if extenuating circumstances should warrant reinstatement. Such circumstances may be brought to the attention of the Company by the employee concerned or by the Shop Committee of the Association.

- 10.07 A seniority list shall be established for employees covered by this contract based upon each employee's last continuous period of employment. A copy of such list will be provided annually for employees on the active payroll of the Company as of December 31st, and will be posted by January 31st. The Union may request from the Company a list of new hires and employee terminations as may be available from time to time.
- 10.08 All salaried workers **in management who have previously worked in the bargaining unit** shall have a maximum of **two (2) years from the date they left the bargaining unit** to retain union seniority, should they return to the bargaining unit. **However, they shall not be able to exercise bumping rights in the event of layoffs until they have completed six (6) months of continuous service upon their return to the bargaining unit.**
- 10.09 The seniority of employees hired on the same day will be determined by a numbers draw in the presence of the Chief Steward or Union Steward. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done during training with all involved employees present. The trainer or supervisor will be responsible for administering

**the draw and providing the Union with a copy of the results. If a Union Steward cannot be present, any bargaining unit member can witness the draw.**

## **ARTICLE 11 - LAY-OFF AND RE-CALL**

- 11.01 Lay-off and recall shall be accomplished by occupational classification according to seniority as defined in Articles 10.01 **and 10.03** in the affected classification at the seniority unit provided that the employee(s) who is retained or recalled can perform the available work without training.
- 11.02 Notice of lay-off will be in accordance with the provisions of the Canada Labour Code. The Company will meet with the Shop Committee, **in person or by teleconference or videoconference** prior to any lay-off, and the Shop Committee shall be notified of the number of employees in each occupational classification to be laid off. A copy of any notice of lay-off to an employee will be provided to the Shop Committee as soon as reasonably possible thereafter. No employee will be laid off without at least seven (7) calendar days' notice prior to.
- 11.03 **Occupational** classification seniority will accrue during the period of lay-off as set out in Article 10.04(3).



- 11.04 The Chief Steward will be retained in the employ of the Company in his respective occupational classification during his respective term of office, notwithstanding his position in the seniority list. However, if work is no longer available in his respective occupational classification, he will be permitted to transfer or displace into another occupational classification provided he is qualified to perform the duties and willing to accept the appropriate rate for such classification.
- 11.05 When mutually agreed to by both parties, a seniority employee on lay-off may be recalled on a part-time basis for specific periods of not less than four (4) hours and not over five (5) working days and released at the completion of the work for which he was recalled without reinstating lay-off procedures and provisions as outlined in this Article. Refusal to accept part-time recall shall not constitute a breach of contract or invalidate his right to recall to his occupational classification.
- 11.06 In the event of a difference of opinion on the administration of Article 11, the Shop Committee may request a meeting with the Company to discuss same.
- 11.07 When the Company recalls an employee even for a specific period of not less than four (4) hours, the

Shop Committee shall be supplied with a copy of the Recall Letter as soon as possible thereafter.

11.08 The Company has the right to lay-off employees to the extent it determines necessary. In the event of a lay-off the following procedure will be followed:

- (i) Subject to Article 10 and Article 11.01 above, the least senior employee in the affected occupational classification at the affected seniority unit shall be declared redundant in that job.
- (ii) **Any** employee who has worked for the Company at their current seniority unit or another unit shall have the right to hold a position in a lower classification and shall be entitled to accumulate **occupational** classification seniority therein. Any employee who has bumped down to a lower classification will be entitled to bring their **occupational** classification seniority from the higher classification in order to be slotted for seniority and pay in the lower classification.
- (iii) If, as a result of exercising this right to **bump to a lower** classification covered by this Agreement, the least senior employee in that classification shall be redundant. The process shall continue so long as there are redundant employees who have seniority in classifications

within the seniority unit.

(iv) Such employee(s) may also elect to be laid-off at his current seniority unit and await recall.

**(v) At the Company's discretion, employees in the affected classification(s) shall be given an option of taking a voluntary lay-off in a lay-off situation.**

**(vi) No bumping up in classification or increases in wage rate will occur as a result of layoff/recall.**

**11.09 For layoff/recall purposes in the Technician classification there will be four different work specializations. These are; the Battery and Fuel Nozzles, Overhaul Bench, Engine shop QEC build, and Sheet Metal Shop. In the event of a layoff a Technician will be permitted to bump or displace into another Technician's specialization provided he is qualified and has the equivalent training and/or experience to perform the duties assigned.**

**11.10 When the company is in a layoff situation and has apprentices who have achieved all of the qualifications to receive an AME license but have not written and successfully passed their Transport Canada exams within the one**

**year of them becoming eligible to do so, these employees shall: for the purposes of bumping, have their seniority frozen at the end of the one year from the date they were eligible.**

**11.11 When the Company is experiencing layoffs in the Maintenance Department seniority unit(s) or when employees in the Maintenance Department are still on layoff, the auto progression of Apprentices to Junior Engineer as identified in Article 29.01 (a) will not occur until all Maintenance employees within the effected seniority unit have been recalled or been deemed to have lost all seniority as per Article 10.04.**

11.12 Medical Accommodation

- (1) For employees who are subject to medical accommodation, if the accommodated position ceases to exist as a result of a layoff or the employee cannot hold such position, the employee will then be furnished with his/her rights under the Collective Agreement.
- (2) If an Employee normally would have a position as a result of bumping in the case of a layoff, at that time, the Employee, the Employer and the Association will undertake a review to determine whether or not accommodations for

such employee can be maintained to the point of undue hardship.

- (3) For the purpose of this process, medically accommodated Employees will provide to the Employer, on a yearly basis, a medical opinion pertaining to the circumstances of the Employee and such opinion shall be considered by the Employer for the basis of the decision to accommodate. The Employee may also provide a more recent medical opinion and the Employer shall have the right to require the Employee to submit to a medical examination and opinion by a mutually agreed specialist (paid for by the Employer).
- (4) An employee must be able to complete the essential duties of any occupational classification, and failing in conjunction with medical accommodation in due regard to Human Rights concepts that the employee where capable, may be re-assigned to a new occupational classification and its' wage rates, in a permanent accommodation. If an employee is unable to complete essential job duties of any classification they will be deemed terminated with cause, after a period of 30 months absence. Each case will be viewed on its' own medical evaluation and potential Return to Work.

## **ARTICLE 12 - LEAVE OF ABSENCE**

Preamble: The Company may or may not, at its discretion, grant leave of absence without pay to any employee requesting same.

- 12.01 Employees requesting leave of absence must do so in writing at least two (2) weeks prior to the commencement of such leave unless the situation is sufficiently emergent that such notice is impractical.
- 12.02 For leaves of absence without pay granted for a period not exceeding thirty (30) days there shall be no loss of seniority incurred. For leaves of absence in excess of thirty (30) days the employee concerned may not retain and accrue his seniority unless written approval of the Association is submitted along with the request for leave of absence.
- 12.03 On request from the Local Lodge the Company may grant leave of absence without pay to officials of the Local Lodge or their delegates for the transactions of Association business and attending Trade Association conventions. Subject to service requirements the number of employees granted leave of absence, also the number of days granted, is to be mutually agreed upon.

- 12.04 (a) Any employee unable to work because of illness or injury on furnishing proof thereof, satisfactory to the Company, shall be granted sick leave without pay for a maximum of **thirty (30) months** without loss of seniority.
- (b) The Company will require evidence of the employee's fitness to resume his previous occupation.

### **ARTICLE 13 - POSTING NOTICES**

- 13.01 The Association shall have the privilege of posting approved notices at **designated** places on the Company's premises. The Company shall be furnished copies of all such notices prior to their posting and shall require the Association to refrain from posting any notice that it considers being objectionable. **The Company shall supply at least one (1) lockable bulletin board of a suitable size, where required, for Union Notices. While the content of the Notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libellous, of a defamatory nature, or that could be contrary to good customer relations.**

## **ARTICLE 14 - TRANSFERS**

- 14.01 It is the desire of the Company to advance employees to more highly rated jobs when it is operationally practicable to do so. The Company will consider an employee's request to transfer from one occupational classification to another and/or one seniority unit to another, but the Company maintains the right to select and/or hire persons to fill labour vacancies as per Article 15.
- 14.02 The Company shall post a notice of labour vacancies for period of ten (10) calendar days at all seniority units. Interested employees must apply in writing stating their qualifications and experience to all vacancies they wish to be considered for. Failure to apply will indicate the employee(s) is/are not interested in posted vacancies.

## **ARTICLE 15 - PROMOTIONS**

- 15.01 Without prejudice to the rights reserved under Article 2 of this Agreement, in the selection of employees for promotions the decision shall rest with the Company provided that in the case of employees with equal skill, ability, experience and qualifications to do the work required, the employee possessing the greater seniority shall be appointed to the position.



## **ARTICLE 16 - HOURS OF WORK**

- 16.01 The normal work week will be one of forty (40) hours and the normal working day will be eight (8) consecutive hours, exclusive of meal periods, in a single twenty-four (24) hour period except where a modified work week has been or will be implemented in accordance with the Canada Labour Code. The Company will respectfully consult & notify the Union prior to implementing a modified shift.
- 16.02 The Company shall take reasonable steps to give the employees advance notice of any change or cancellation of regular working hours **or modified shifts**. Any employee not so notified who reports to work at his regular starting time **or modified shift** and is not required to work on that shift shall be paid for **that shift**, at his regular rate, unless any such change or cancellation of regular working hours, or lack of work, is due to circumstances beyond the control of the Company. By agreement of the Company the employee may be allowed to return home and receive no pay for the shift.
- 16.03 (a) Where practicable, meal periods will be granted between the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) hour of the normal working day. The meal period shall be one half hour (1/2) hour unpaid.

At the Company's discretion, if an employee does not have his meal during the hours noted above, he will either receive his meal at a later time or be let off early or be compensated for working the meal period.

- (b) Two (2) fifteen (15) minute paid coffee breaks will normally be granted between the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) hours of each half (1/2) of the employees shift except for situations where requirements of service otherwise dictate.

16.04 The Company and the Association acknowledge that there are aircraft situations that occur from time to time, which necessitate the Company assigning an employee to complete the work required away from home base; in these situations, the Company shall have the right to assign such employee(s) to perform such work, taking into account the qualifications necessary to do the job. The Association agrees and acknowledges that such assignments are in the interest of the efficiency of the Operation.

Prior to the assignment of any employee, the Company shall seek qualified volunteers to do the job.

In the event no qualified employee(s) volunteers to work, the Company shall assign the most junior qualified employee on shift to complete the job.

#### 16.05 Modified Work Schedule

This Article deals with modified work schedule for the Thunder Bay Base, Sioux Lookout Base, Winnipeg Base, **Kitchener/Waterloo Base** and any Future Bases as defined herein. This is applicable to all employees under this Collective Agreement.

##### 1. HOURS OF WORK

It is understood the hours of work per pay period will fluctuate and payroll will reflect the actual hours of work within each period. The hours of work will be eight (8) hours, ten (10) hours or an eleven and one-half (11½) hour shift. During a four (4) week shift rotation: each employee will be scheduled to work 160 hours for the ten (10) hour schedule and 160 hours for the eleven and one-half (11½) hour schedule. For administrative purposes such as Worker's Compensation Reports, Insurance Reports, etc. the regular work week for Aircraft Maintenance Employees will be forty (40) hours.

## 2. ADDITIONAL DAY

In consideration of the total time to be worked by the Employees in a one (1) year period, the Company agrees to provide one (1) additional day off to employees working on the eleven and one-half (11½) hour schedule after one (1) full year has been worked. This additional day may be scheduled to be taken by mutual agreement of the parties following the period in which it was earned.

## 3. BREAK PERIODS

- (a) For Employees working eight (8) and ten (10) hour schedules break period will be as defined under Article 16:03 of the Collective Agreement.
  
- (b) For Employees working eleven and one-half (11½) hour schedules an unpaid lunch break of one-half (½) hour will be granted between the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) hour of the working day.

Two (2) fifteen minute period paid coffee breaks will normally be granted between the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) hours of each half (½) of the employee's shift except for

situations where requirements of service otherwise dictate.

#### 4. SICK LEAVE

If an employee is absent due to illness he will be reduced in pay the equivalent of those hours he had been scheduled to work. The waiting period to qualify for weekly indemnity will be in accordance with the Short Term Disability Insurance Plan.

#### 5. STATUTORY HOLIDAYS

(a) Employees working either eight (8), ten (10) hour or eleven and one-half (11½) hour schedules will receive Statutory Holidays and pay as per Article 22 of the Collective Agreement.

The Company may substitute another day for any of the holidays listed in accordance with service requirements.

The banking of Statutory Holidays will be as per Article 21.02 of the Collective Agreement.

## 6. VACATION

Vacation entitlement will be converted to forty (40) hour weeks and scheduled off accordingly. Each scheduled shift taken as a vacation day will reduce the vacation entitlement by the amount of hours the employee would have been scheduled to work (i.e. – 8 hours, 10 hours, & 11½ hours).

## 7. OVERTIME

- (a) Notwithstanding Article 18:01 of the Collective Agreement, when Aircraft Maintenance Employees work in excess of the regular scheduled shift and in excess of forty (40) hours per week averaged over a four (4) week period, will be paid overtime on the basis of time and one-half (1½) of the employee's rate of pay for the job classification exclusive of any premiums for all hours worked.
- (b) Lunch meal per diem as per Article 18:01 will only be provided to an employee after four (4) hours of overtime has been worked in excess of the normal daily shift.

For Example:

8 Hour Shifts – per diem after four (4) additional hours worked as overtime.

10 Hour Shifts – per diem after four (4) additional hours worked as overtime.

11.5 Hour Shifts per diem after four (4) additional hours worked as overtime.

## 8. SHIFTS PREMIUMS

Aircraft Maintenance Employee working either eight (8) hour, ten (10) hour or eleven and one-half (11½) hour shifts shall be paid shift premiums in accordance with Article 20:01 of the Collective Agreement when such hours fall between 17:00 and 08:00 hours. For the purposes of calculating entitlement to premiums as specified herein, night shift will begin at midnight.

9. It is understood that all employees at the Thunder Bay Base, Sioux Lookout Base, Winnipeg Base, **Kitchener/Waterloo Base** and any Future Base as defined herein covered by the Collective Agreement shall be required to work modified schedules. The scheduling of employees shall be at the discretion of the Company. Prior to scheduling of employees, the Company will respectfully consult & notify the Union prior to implementing a modified shift.

10. Except as otherwise specified in this Article, all other working conditions are as contained in the Collective Agreement.

## **ARTICLE 17 - TIME CARDS**

17.01 **Every employee shall complete a work or job card at the completion of each work assignment. If the work assignment is not completed at the end of each shift, the employee will complete a work or job card for the particular assignment for that day prior to leaving the premises. Each employee shall complete a manual, or where required, an electronic timecard to conform and be in conjunction with regular payroll processing deadlines. Union accepts the Companies agreement to implement new procedures for away base time card processing to prevent missed time card submissions.**

17.02 All work or job cards will be turned in to the maintenance office at the end of each shift or upon completion of each work assignment when so directed.

## **ARTICLE 18 - OVERTIME**

18.01 Employees will be compensated for overtime worked as follows:



- (a) Authorized time worked in excess of **the employees regular scheduled shift** shall be paid for at the rate of time and one-half the regular rate exclusive of any premiums for all 2014 hours worked or parts thereof. An unpaid lunch break and a lunch per diem subject to Article 20.02(b) will be provided to an employee after four (4) hours of daily overtime has been worked in excess of the normal daily shift. When an employee works four (4) hours or more on a day off he shall receive one (1) lunch per diem.
- (b) Authorized time worked on a statutory holiday observed by the Company as set out in Article 22, shall be paid in accordance with the Canada Labour Code.
- (c) Management will attempt to be consistent with the accepted procedures of high quality workmanship when assigning overtime and where possible will give preference to the crew previously assigned to the job requiring the overtime.
- (d) **All employees may be compensated for overtime hours worked, by pay-out through payroll or banked time off, calculated at a rate of one and one-half (1.5) hours of banked time for each hour of overtime that is**

**banked. The maximum available banked time for each eligible employee in any calendar year is seventy (70) regular hours; these hours are non-cumulative from year to year. Time off under this Article shall be paid as per Article 16.05(7). Subject to the requirements of the operation, the Company will provide banked time off as requested, by the employee, at the earned rate of pay. Unused days at December 31<sup>st</sup> in any calendar year will be paid out at the earned rate of pay when such day was banked.**

#### 18.02 Call-in Pay

An employee who has completed his shift and left the premises and is called back to work shall be paid a minimum of three (3) hours at the rate of time and one-half (1½) of the regular rate exclusive of any premiums for all hours worked. Employees called in to work, may, subject to immediate service requirements to keep aircraft operational, remain to complete such work as may be required.

18.03 Employees who are sent out on field or emergency work shall be paid in accordance with Article 18.01 with regard to overtime and 20.02(a) with regard to travel time.

## **ARTICLE 19 - PAYMENT OF WAGES**

19.01 (a) The Company agrees that wages shall be paid semi-monthly on/or about the thirteenth (13th) and twenty-eight (28th) day of each month. If such date falls on a weekend pay day will be the Friday before. When the date is interfered with by the occurrence of paid holiday the regular pay day may be delayed.

The employees will be paid by direct deposit or by cheque during working hours where practicable.

(b) All changes to payroll will become effective at the beginning of the next nearest payroll period (i.e., 1st or 16th of the month)

## **ARTICLE 20 - SPECIAL ALLOWANCES**

20.01 Employees working on other than the regular day shift will receive for time worked on such shifts, off-shift premium pay of sixty cents (\$0.60) per hour for afternoon shift and one dollar (\$1.00) per hour for night shift in addition to their regular pay, providing that the majority of the allocated working hours fall outside the limits of the regular day shift.

**Night shift premium will increase to \$1.05 as of**

**September 1, 2014 and \$1.10 as of September 1, 2015.**

Shift premiums will not form part of the employee's straight time hourly rate and will not form part of the calculations for the purposes of overtime.

It is understood that some employees are working a modified work week, and shift differential will only apply to those hours worked between 1700 hours and 0800 hours.

Any employee(s) who is/are away from Base on Company training for more than a consecutive forty-eight (48) hour period shall be entitled to a rental vehicle to accommodate the number of persons required. The cost of gas will be the employees' responsibility and this rental vehicle benefit is to only be used within the city of business.

20.02 (a) Travel Pay

Employees required to travel on business, excluding training courses shall, while travelling to and from their temporary work assignment, be paid at their rate of pay as per their regular shift, however, should the travelling occur on a scheduled day off or in addition to a regular shift, the rate paid shall be paid at overtime of one and a half times the regular rate of pay.

(b) Living Allowance/Car Mileage Allowance

1. A per diem allowance exclusive of lodging will be allowed when approved by the Company as follows:

	<u>Sept. 1, 2013</u>	<u>Sept. 1, 2014</u>	<u>Sept. 1, 2015</u>
Breakfast	<b>\$11.68</b>	<b>\$11.86</b>	<b>\$12.04</b>
Lunch	<b>\$13.34</b>	<b>\$13.54</b>	<b>\$13.74</b>
Dinner	<b>\$21.14</b>	<b>\$21.46</b>	<b>\$21.78</b>

2. A transportation auto allowance will be paid as per Company's Policy, however, this allowance will not be less than thirty-five cents (\$0.35) per kilometre.
3. Employees away from home base on special assignment including training shall be compensated for one (1) long distance telephone call for every two (2) consecutive days away from home base provided, however such calls shall not exceed ten (10) minutes in length.
4. If available, the Company shall provide separate sleeping quarters.

### 20.03 Bereavement Leave

Within the seven (7) days following the death of an Employee's immediate family, an Employee shall be entitled to a bereavement leave of three (3) consecutive days with pay. An employee's immediate family shall mean the employee's spouse or common-law partner, the employee's father and mother and the spouse or common-law partner of the father or mother, the employee's children and the children of the employee's spouse or common-law partner, the employee's grandchildren, the employee's brothers and sisters, the grandfather and grandmother of the employee, the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and the mother and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

An employee will be allowed up to an additional two (2) days leave of absence without pay to be taken in conjunction with the bereavement leave. Prior to leaving on bereavement leave, the employee must advise the Company if he/she requires the additional two (2) days leave of absence without pay.

## **ARTICLE 21 - BENEFITS**

21.01 a) Each employee shall be covered by the Company's Group Insurance and other benefit plans in effect as of the date of ratification of this Agreement, according to the terms and applicable cost sharing arrangements of those plans.

- A) Group Insurance Plan
- B) Accident & Sickness Plan
- C) Extended Health Benefits
- D) Dental Plan
- E) Deluxe Travel Plan

The benefits provided under the above plans will not be amended without prior consultation with the Association. Insurance carriers may be changed at the discretion of the Company provided benefits are maintained.

The Company will not be responsible for picking up those benefits which may be suspended by the Government or the carriers during the term of this Agreement.

**b) The Company and Union agree to research the cost of Long Term Disability coverage with the Insurance provider, with the**

**understanding that should the benefit be deemed acceptable by the insurance provider and the Union, that the entire cost of this benefit will be borne by the employees. The parties further agree to investigate and implement such coverage in a timely fashion.**

21.02 Employees will be allowed to bank five (5) Statutory Holidays plus the additional day in Article 16:05, excluding Christmas Day, Boxing Day and New Year's Day as follows:

- a) It is understood that the use of such banked days is for the replacement of income that may be lost due to illness while awaiting weekly indemnity insurance to activate;
- b) The scheduling of banked days will be by mutual agreement between the employee and the Company;
- c) The employee may use the days banked for vacation; such use will not take precedence over regular vacation and the scheduling of the additional days will be at the Company's approval
- d) The employee must notify the Company three (3) weeks prior to the Statutory Holiday of their intention to bank the day;



- e) The number of days eligible for banking in any calendar year is five (5) in total;
- f) Unused days at December 31st in any calendar year will be paid out at the earned rate of pay when such day was banked.
- g) In an event that an employee is schedule to work Christmas Day, Boxing Day, or New Years Day, time and a half (1 ½) plus day in lieu will be granted.

Employees may utilize banked days prior to actual accrual beginning January 1 of the calendar year subject to the proviso that, if an employee leaves the employ of the Company and has been paid for stats not yet accrued, the employer shall be entitled to recoup a number of days equal to nine (9) (ten (10) in Thunder Bay) less the number of stats that have occurred.

21.03 Full Time Bargaining Unit Employees shall be provided with short term leave as follows:

Effective January 1, 2007, Full Time Bargaining Unit Employees shall be entitled to a sick bank of four (4) working days prorated to their anniversary date (i.e. – January – 1/12 of 4, March – 3/12 of 4, November – 11/12 of 4). Effective on their

anniversary date, each full time employee shall be entitled to a sick bank of four (4) working days. These days are non-cumulative from year to year, the maximum being four (4) working days at their anniversary date.

This provision has no effect on the current Wage Indemnity Plan which shall remain in full force and effect.

The Association and the Company agree that the above provisions are for those situations where the Employees are legitimately unable to work as set out in Article 21.03.

#### 21.04 Pension

All full time Employees shall be eligible to enrol in the Company's Defined Contribution Plan (Pension Plan), administered by Great West Life, Policy No. 66088, after twenty-four (24) Calendar Months of continuous service with the Company. Employees choosing to enrol in the Plan shall contribute an amount equal to three percent (3%) of their earnings (excluding overtime, bonus, etc.) and the Company shall also contribute an amount equal to three percent (3%) of the Employee's earnings (excluding overtime, bonus, etc.). Effective on the ratification date, full time employees choosing to enrol in the

Plan and who have more than ten (10) years of continuous service may contribute an amount of four percent (4%) of their earning (excluding overtime, bonus, etc.) and the Company shall contribute an amount equal to four percent (4%) of the Employee's earnings (excluding overtime, bonus, etc.). All other items of reference shall be contained in the Master Agreement held with Great West Life, and in accordance with all Government regulations covering such plans.

## **ARTICLE 22 - HOLIDAYS**

22.01 In accordance with the provisions of the Canada Labour Code, the Company recognizes the following paid holidays:

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

22.02 Employees will be allowed to retain two (2) stat days till the end of the year to be scheduled with the Maintenance Manager's agreement pending manpower requirements. These two stat days will be paid out at the end of the year if unused. Any stat days remaining in excess of the two (2) will be

mutually scheduled with the Maintenance Manager. Employees will submit their choices to the Maintenance Manager for these remaining days no later than October 31 of each calendar year in respect to their entitlement and should they fail to do so, the Maintenance Manager may assign those stats at the supervisor's discretion.

### **ARTICLE 23 - VACATION WITH PAY**

23.01 The holiday year will be considered as commencing on the employee's Anniversary date in any calendar year and continuing through to the employee's next Anniversary date.

23.02 Every employee who, at his vacation time, has been in continuous service of the Company:

(a) for fifteen (15) years or more of completed service shall accrue five (5) weeks' vacation pay equal to ten percent (10%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date; or

(b) for ten (10) years or more of completed service shall accrue four (4) weeks' vacation pay equal to eight (8%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date; or

- (c) for five (5) years or more of completed service shall accrue three (3) weeks' vacation pay equal to six percent (6%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date; or
- (d) for one (1) year or more of completed service shall accrue two (2) weeks vacation pay equal to four percent (4%) of his total earnings with the Company during the previous year ending the day prior to his Anniversary date.

23.03 Vacations are not cumulative and must be taken within the twelve (12) months after the year in which the entitlement was earned. All unused vacation remaining at the employee's next Anniversary date (one year following being earned) will be paid out on the next pay period.

23.04 It is recognized that it is not possible to establish standard formula for vacations which would be applicable to all departments since peak work loads do not necessarily occur at the same time of year. The only logical and equitable manner is to have the Company establish vacation schedules on the basis of local conditions at any given base.

**NOTE:** An employee who voluntarily relocates from one base to another will be able to complete unused

vacation entitlement earned by selecting unassigned vacation periods in his classification in order of Classification Seniority. In the event there are no such periods available, the Company may assign the required vacation period.

- 23.05 The Company shall establish and post available vacation periods and the number of personnel of each classification allowed annual vacation leave each month during the year.
- 23.06 The Company shall confirm vacation dates and the number of weeks to be taken at one time for employees within such period of time as is practicable in accordance with requirements of service.
- 23.07 In the event of unforeseen workload occurring by reason of emergency, the Company reserves the right to alter employee preference dates in accordance with seniority and its service requirements.
- 23.08 Vacations, once awarded, may only be altered by an employee with the written concurrence of both the Company and any employee affected by the alteration.
- 23.09 Vacation pay shall be paid in accordance with established Company policy.

## **ARTICLE 24 - OCCUPATIONAL CLASSIFICATIONS**

24.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work normally and regularly assigned to him. The occupational classifications in which employees may be classified are those listed by job title and wage rates in Appendix "A" attached hereto.

24.02 To provide appropriately for new work or for substantial change in work normally and regularly assigned, the Company, as per Article 2, may revise any occupational classification affected or prepare a new occupational classification. The rates of pay thereof shall be subject to the Association's agreement.

### 24.03 Students

In order to prevent misunderstanding with respect to the use of students and the working relationship between students and employees in the maintenance department, the parties agree to the following:

- 1) The Company, as part of its commitment to educational institutions, shall employ students to perform the duties of any unlicensed

classification covered by this Agreement where such employment is for a term necessary to assist student with the requirements of their educational program.

- 2) The Company shall employ students for vacation, holidays, sick or summer relief of such duration as is required for the period identified in any unlicensed classification covered by this Collective Agreement.
- 3) The Company shall employ students on a casual basis working less than twenty (20) hours per week in any unlicensed classification covered by this Collective Agreement.
- 4) Students will not become members of the Association and shall not attain any rights or privileges under this Collective Agreement.
- 5) The employment of students will not be used in such manner as to undermine the bargaining unit.

## **ARTICLE 25 - RATES OF PAY**

25.01 Rates of pay shall be as set down in Appendix "A" attached hereto.



## **ARTICLE 26 - CLOTHING**

- 26.01 Upon completion of their probationary period, full time employees will be supplied with uniform items as outlined in Article 26:06 (a), Article 26:06 (b) and Article 26:06 (d).
- 26.02 Employees shall wear uniforms in such manner as prescribed in Company regulations at all times while the uniform is worn.
- 26.03 Uniform items and accessories supplied by the Company at no cost under Article 26:06 (a) and (d) to the employee shall remain the property of the Company and must be surrendered on request.
- 26.04 Rain gear shall be made available on a sign-out basis to employees requiring same in the course of their duties.
- 26.05 The Company shall clean and repair only those uniform items that it supplies in Article 26.06 (a).
- 26.06 (a) Employees shall be issued the following uniform items as per 26.01 above:

Coveralls 4

- (b) Effective January 1, **2014**, the Company will provide each full time employee, who has completed their probationary period, with an allowance of one hundred dollars (\$100.00). **Effective January 1, 2015 this amount will change to \$105, January 1, 2016 this amount will change to \$110.**
- (c) One new Parka and one new Spring Jacket will be supplied at no cost to employees who have completed their probationary period. The Parka and Spring Jacket will belong to the Company during the first year after issue and if an employee leaves the employ of the Company during that period, the Parka and Spring Jacket must be returned. After the first year the Parka and Spring Jacket shall then belong to the employee.

Components of above that become damaged during the course of carrying out work duties shall be repaired or replaced at the Company's discretion and expense

- (d) Upon completion of their probationary period, full time employees will be supplied a maximum of four (4) pants/shorts or combination and a maximum of four (4) short sleeve/long sleeve shirts or combination.

- 26.07 Employees will be responsible for cleaning and damage to the uniform items in Article 26.06 (d) except as defined in Article 28.08.
- 26.08 Damage, shrinkage and normal wear to the uniform items in Article 26.06 (d) occurring during the course of carrying out work duties will be repaired or replaced at the discretion of the Company.

## **ARTICLE 27 - HEALTH & SAFETY**

Preamble: The Company agrees to abide by Part II of the Canada Labour Code in matters of Safety and Health.

- 27.01 In order to eliminate as far as possible accidents and illness, a safety committee shall be established composed of an equal number of Association and Company representatives. The Committee will meet as required, will monitor all practices needed to enable the health and safety of employees and will consider, all situations involving hazardous conditions and practices brought to its attention.
- 27.02 The Safety Committee shall consist of one (1) representative for the Company and the Association at each base as per present practice.

- 27.03 (a) The Company will make available ear protectors to be signed out to employees when working in Noise Hazard areas.
- (b) The Company shall be responsible for the repair and maintenance of Company owned ear protectors and the employee shall be responsible for the replacement of any lost ear protectors or those damaged from abuse.

## **ARTICLE 28 - TRAINING**

28.01 For all training made available, the order of offering will be determined for each base by: operational requirements of the Company, classification, shift, work area and seniority.

### 28.02 Training Courses and Agreements

The parties agree to recognize Training Courses and Agreements consistent with the principle that operational requirements are paramount to the continued operations of the Company. Training, when necessary and applicable as decided by the Company, will be carried out in a fair and equitable manner.

- 1) The Company shall identify the training available, and the appropriate Association

Steward at each base will be available to the Company to discuss training issues.

- 2) The selection of employees to attend training courses will be in accordance with Article 28.01 of the Collective Agreement.
- 3) The Company will pay meal per diems as per current policy and practice for training when employees are sent out of town to attend the course.
- 4) When having to travel to the United States, the Company will pay meal per diems in equivalent U.S. dollars. i.e. - \$1 CND = \$1 U.S.
- 5) The Company will not be responsible to pay for travel time needed for the employee to get to and from the training destination.
- 6) "In-house" training will be provided at the discretion of the Company subject to being required by law, for such things as De-icing and WHMIS.
- 7) Training identified by the Company as voluntary will be scheduled at the discretion of the Company. Employees who elect to attend will do so on their own time and at own expense.

- 8) “Voluntary” will be taken to mean training not required by an employee to pass any M.O.T. exam or Company certification requirement, but training that may provide supplement information to any employee so interested.
- 9) Training identified by the Company as requiring mandatory attendance will be scheduled at the discretion of the Company, but shall normally take place during regular working hours and paid at straight time rates.
- 10) When mandatory training is conducted prior to the start of an employee’s normal daily shift or extending beyond the normal daily shift or during an employee’s scheduled time off and requiring the employee to come to work, the Company will pay the employee who is required to attend such training session overtime at the rate of time and one-half (1½) for actual time spent in attendance.
- 11) Except for “in-house” training under \$400.00 per employee, employees will be required to sign training agreements in the form attached as a condition precedent to participating in any mandatory training program. For those employees in Item C of the training agreement, the agreement will set out a promise to pay an

amount of training (excluding wages) estimated to a predetermined value and shall be enforceable as specified in the agreement, should the employee fail to complete the defined service period when he/she returns from the training.

- 12) The value of the training agreement excluding employee's wages will be adjusted upon return of the employee from the training to more accurately reflect the cost and actual amount of expenses (excluding any subsidies) incurred by the Company on behalf of the employee (i.e. – course fees, transportation, accommodation, meals, etc.) and shall be verified by actual billings for the courses.
- 13) The Company will continue the payment of wages to the employee while on the training program.
- 14) The Association agrees that within one (1) year of the operation of this agreement, if the Company has been disadvantaged by employees leaving after being provided with training the one (1) year period will be increased to two (2) years.
- 15) Within the first year of this agreement, where an

employee who is licensed for less than one (1) year is provided training and the first anniversary of that training course extends beyond the first year herein should that employee voluntarily leave the employ of the Company the training contract for that employee will be extended to the second anniversary. This provision shall cease to be operative after one (1) year of the signing of the Agreement.

- 16) If the Company is unable to provide the necessary time to type(s), then the employee will not be prejudiced by extending the time frame in Item C of the training agreement.
- 17) Those individuals requiring other than a M1 or M2 license (example E, S) will be required to sign training agreements on the basis of the service requirements defined in C and D of the training agreement as identified herein.
- 18) In the event of a dispute under this agreement, such dispute may be addressed through Section 9 after a meeting between the parties to discuss the issue(s) first.



**BEARSKIN LAKE AIR SERVICE LP,  
EDUCATION AND TRAINING COURSE(S) AGREEMENT**

**Date:** \_\_\_\_\_ **20**\_\_

Between: Bearskin Lake Air Service LP.  
1475 West Walsh Street  
Thunder Bay, Ontario P7E 4X6

AND \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereafter Called the Employee)

THIS AGREEMENT BETWEEN BEARSKIN LAKE AIR SERVICE LP. AND ITS' EMPLOYEES HAS BEEN IMPLEMENTED TO FULFILL AN EMPLOYEE EDUCATION AND TRAINING COURSE(S) REQUIREMENTS

## PROVISOS

- A) Bearskin Lake Air Service LP., a commercial air carrier utilizing the services of accounting staff, baggage handlers, counter staff, maintenance staff and pilots to carry on its daily operations.
- B) The employees wish to enrol in education and training course(s) as specified in this agreement.
- C) Bearskin Lake Air Service LP. will provide payment for education and training course(s) on successful completion of said education and training course(s) for employees on the basis and understanding that employees with less than one (1) year of service with Bearskin Lake Air Service LP. as a licensed AME (M1 or M2) will make their services available continuously to Bearskin Lake Air Service LP., full time, for a period of at least one (1) year.
- D) For employees with less than one (1) year of service in "C" above, Bearskin Lake Air Service LP. is entitled to be compensated for the actual cost of the education and training courses if the employee fails to make and keep his/her service available for one (1) year he/she would be required be pay Bearskin Lake Air Service LP. for the education and training course(s) pursuant to this agreement.

THEREFORE, IN CONSIDERATION OF THE PROVISOS AND AGREEMENT WHICH FOLLOW, BEARSKIN LAKE AIR SERVICE LP. AS FOLLOWS:

1. The education and training course(s) consist of:

Department \_\_\_\_\_

DATE ITEM TERM PARTICULARS VALUE CDN, ANN DATE INIT.

TOTAL

TOTAL: NOT TO EXCEED \$ \_\_\_\_\_ CDN.

2. Except for employees with more than one (1) year of service with BEARSKIN LAKE AIR SERVICE LP., as a licensed AME (M1 or M2), the Employee agrees to make his/her service available to BEARSKIN LAKE AIR SERVICE LP. full time for a period of NOT LESS THAN ONE (1) YEAR following the completion of this document and receipt of said education and training course(s).
3. BEARSKIN LAKE AIR SERVICE LP., and the EMPLOYEE agree that the amount set out in paragraph 1 will be reduced by 1/12<sup>th</sup> of that sum for each complete month the EMPLOYEE makes his/her service available on a full time basis to BEARSKIN

LAKE AIR SERVICE LP., after completion of the education and training course(s).

4. The EMPLOYEE authorizes and directs BEARSKIN LAKE AIR SERVICE LP., to recover any and all training compensation amounts owing the COMPANY for the training if the EMPLOYEE fails to commit to the guaranteed timeframe as specified herein. The cost recovery will be by, but not limited to, the use of Payroll deductions.
  
5. The EMPLOYEE and BEARSKIN LAKE AIR SERVICE LP. specifically agrees it is contemplated by both parties, and specifically agreed by both, that in the event the EMPLOYEE does not perform his obligations, and specifically his obligations with regard to length of employment after training, BEARSKIN LAKE AIR SERVICE LP., shall have the right to deduct from wages, benefits, vacation pay or other monies otherwise owing to the EMPLOYEE an amount or amounts as necessary to satisfy the amount owing to BEARSKIN LAKE AIR SERVICE LP. by the EMPLOYEE. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly by implication for BEARSKIN LAKE AIR SERVICE LP. to take full advantage of this equitable right.

6. BEARSKIN LAKE AIR SERVICE LP may, at its' option, allow the EMPLOYEE should the EMPLOYEE terminate employment, prior to completing the said one (1) year of service to repay BEARSKIN LAKE AIR SERVICE LP. one-twelfth (1/12<sup>th</sup>) of that sum for each month left, payable at the time of termination or three (3) equal monthly payments by post dated cheques; such to be provided prior to the EMPLOYEE receiving any wages owed BEARSKIN LAKE AIR SERVICE LP.

IN WITNESS WHEREOF, BEARSKIN LAKE AIR SERVICE LP. AND THE EMPLOYEE HAVE EXECUTED THIS AGREEMENT.

\_\_\_\_\_  
BEARSKIN LAKE AIR SERVICE LP.

\_\_\_\_\_  
DATE INITIALS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE INITIALS

\_\_\_\_\_  
WITNESS

PROMISSORY NOTE

(\$\_\_\_\_\_)

FOR VALUE RECEIVED,

I, \_\_\_\_\_ promise to pay to the order of

BEARSKIN LAKE AIR SERVICE LP., the sum of \$\_\_\_\_\_

on demand plus interest at the rate of

\_\_\_\_\_ ( \_\_\_\_\_%) percent

from the date of this Promissory Note.

DATED at Thunder Bay, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

SIGNED, SEALED AND DELIVERED

in the presence of

\_\_\_\_\_

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**ARTICLE 29 - WAGES/TERM**

29.01 Wages and classification shall be as stated in Appendix "A" attached hereto and as follows:

- a) Apprentices hired prior to the date of ratification will be allowed to automatically progress when they become licensed to the Junior Engineer Scale only;
- b) Engineer-ACA classified employees will sign out aircraft and receive pay as per scale;
- c) New employees hired after the date of ratification will not progress to the next classification scale automatically.

29.02 Increases will occur on the employee's classification



anniversary date which completes his service requirements in the classification in accordance with the scales herein.

- 29.03 All full time employees working at the Sioux Lookout Base will receive a Northern Service Allowance of two hundred dollars (\$200) per month. This Allowance will be paid when the end of the month pay period (16<sup>th</sup> to end of the Month) is paid.

### **ARTICLE 30 – ADDITIONAL COMPENSATION**

- 30.01 All premiums will not form part of the employee's straight time hourly rate and will not form part of the calculations for the purposes of overtime.

Crew Chief will receive his regular rate of pay plus one dollar and fifty cents (\$1.50) premium but in any case his rate of pay plus the Crew Chief premium will not equal less than the top rate of the Engineer-ACA Scale. **Effective the date of ratification 2014, Crew Chief premium will increase to one dollar and sixty-five cents (\$1.65) per hour.**

Lead Hand will receive his regular rate of pay plus one dollar (\$1.00) premium but any case his rate of pay plus the Lead Hand premium will not equal less than the top rate of his current classification scale.

Specialty Premium An employee will receive his regular rate of pay plus a fifty cents (\$0.50) premium for certified authorized specialty work as recognized by the Company. Specialty Work shall include: welding, non-destructive testing, structures and other specialty determined by the Company. \_

SCA Premium An employee will receive his regular rate of pay plus thirty-five cents (\$0.35) premium for releasing shop certified work.

SCA granted for a Specialty Premium such as welding, non-destructive testing, structures and any other specialty determined by the Company will not receive an SCA Premium.

An employee in the Engineer-ACA and Junior Engineer, and Turbine Engine Overhaul Technician classifications will not be able to claim an SCA Premium.

Only one such premium will be paid to the employee on any given shift.

## **ARTICLE 31 - DURATION OF AGREEMENT**

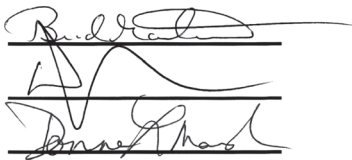
31.01 This Agreement shall be effective from September 1, **2013** and shall continue in full force and effect until August 31, **2016**.

31.02 This Agreement shall renew itself without change on that date of each succeeding year, unless notification of termination of the Agreement, or of intended change to the Agreement, is served in writing by either party hereto, such notification to be served not more than one hundred and twenty (120) days prior to the expiry date.

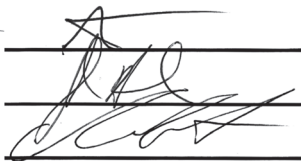
IN WITNESS WHEREOF the parties hereto have signed this Agreement at Thunder Bay this 17<sup>th</sup> day of April , **2014.**

BEARSKIN LAKE AIR  
SERVICE LP.

INTERNATIONAL ASSOCIATION of  
MACHINISTS and AEROSPACE  
WORKERS TRANSPORTATION  
DISTRICT 140 & LOCAL LODGE 2413



Three handwritten signatures are written over three horizontal lines. The top signature is the most legible, appearing to read "B. L. Air". The middle signature is a stylized, cursive signature. The bottom signature is also a stylized, cursive signature.



Three handwritten signatures are written over three horizontal lines. The top signature is a stylized, cursive signature. The middle signature is a stylized, cursive signature. The bottom signature is a stylized, cursive signature.

### Appendix A – Wage Scale

ENGINEER – ACA	Sept. 01/13	Sept. 01/14	Sept. 01/15
4 Years & +	34.83	35.35	35.88
3 Years	33.52	34.02	34.53
2 Years	32.61	33.10	33.60
1 Year	31.43	31.90	32.38
Start	30.25	30.70	31.16

JUNIOR ENGINEER	Sept. 01/13	Sept. 01/14	Sept. 01/15
4 Years & +	29.32	29.76	30.21
3 Years	28.25	28.67	29.10
2 Years	27.17	27.58	27.99
1 Year	26.16	26.55	26.95
Start	25.36	25.74	26.13

APPRENTICE	Sept. 01/13	Sept. 01/14	Sept. 01/15
48 Months & +	19.92	20.22	20.52
42 Months	18.92	19.20	19.49
36 Months	17.90	18.17	18.44
30 Months	16.91	17.16	17.42
24 Months	15.91	16.15	16.39
18 Months – Learner	14.94	15.16	15.39
12 Months – Learner	13.96	14.17	14.38
6 Months – Learner	12.99	13.18	13.38
Start – Learner	12.02	12.20	12.38

TECHNICIAN	Sept. 01/13	Sept. 01/14	Sept. 01/15
10 Years	25.24	25.62	26.00
9 Years	23.80	24.16	24.52
8 Years	22.35	22.69	23.03
7 Years	20.90	21.21	21.53
6 Years	19.46	19.75	20.05
5 Years	18.02	18.29	18.56
4 Years	16.58	16.83	17.08
3 Years	15.14	15.37	15.60
2 Years	13.69	13.90	14.10
1 Year	12.20	12.38	12.57
Start	10.80	10.96	11.13

TURBINE ENGINE OVERHAUL TECHNICIAN	Sept. 01/13	Sept. 01/14	Sept. 01/15
4 Years & +	32.10	32.58	33.07
3 Years	30.99	31.45	31.93
2 Years	29.84	30.29	30.74
1 Year	28.89	29.32	29.76
Start	27.84	28.26	28.68

**Effective the date of ratification, a signing bonus shall be paid to top rate employees as follows:**

- **ACA \$725**
- **Jr. Engineer & Engine Overhaul \$600**
- **Technicians \$500**
- **Apprentices & Parts Department \$400**

**Effective the date of ratification, a \$100 signing bonus shall be paid to all other employees.**

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**BEARSKIN LAKE AIR SERVICE LP.**

**and**

**THE INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS & AEROSPACE WORKERS,**  
**TRANSPORTATION DISTRICT 140 AND**  
**LOCAL LODGE 2413**

This Letter of Understanding sets out those provisions of the Collective Agreement between Bearskin, as the Employer, and the I.A.M. Local Lodge 2413 as the Union, with respect to Parts Employees only, as initially negotiated on May 4, 2009, and re-negotiated and ratified on February 4, 2014, including wage agreements.

1. **Article 2 – Scope of Agreement**

Add parts employees in the Scope Clause so that the Article 2.01 will read as follows:

“The Company recognizes the International Association of Machinists and Aerospace Workers as the sole collective bargaining agent for all Aircraft Maintenance Engineers, Aircraft Maintenance Apprentices, Technicians and Parts Employees (at Thunder Bay only) in the employ of

Bearskin Lake Air Service LP., excluding Quality Assurance Manager, Deputy Quality Assurance Manager, Purchasing Manager, Store Parts Manager, Senior Base Engineer and those above.”

2.02 Management may perform bargaining unit work unless otherwise restricted herein.

The Union and the Company recognize that other employees of the Company perform work of the bargaining unit. The parties agree that this practice shall continue.

2. **Article 5 - Definitions**

Clauses 5.13, 5.14, 5.15, 5.16 and 5.17 are not applicable to Parts Employees; all other Clauses in Article 5 are applicable to Parts Employees with the change to Clause 5.05 as set out below.

5.05 “Probationary Employee” – an employee who has not completed a minimum of **six (6)** calendar months worked with the Company.

3. **Article 7 – Employee’s Representative**

All Clauses of this Article are applicable to Parts Employees except Clause 7.03 and Clause 7.06 shall not be applicable.

4. **Article 8 – Grievance Procedure**

All paragraphs in Article 8 shall apply to Parts

Employees with the following changes to paragraph 8.05.

8.05. Amend this Clause throughout to delete “Maintenance Manager” and replace with “Purchasing Manager.”

5. **Article 10 – Seniority**

10.01 Add the following as a new second paragraph:

**Occupational** Classification Seniority for the Parts Employees shall remain separate and apart from the Maintenance Classification Seniority, **except where a Parts employee accepts a position in another Maintenance classification at which time his company seniority will follow him to the new classification.**

10.01(c) For Parts Employees, 10.01(b) **2, 3 and 4** are not applicable.

10.03(b) This Clause is not applicable for Parts Employees.



**6. Article 11 – Lay - Off and Re – Call**

11.08 Replace the entire Clause 11.08 with the following:

- (i) Subject to Article 10 and Article 11.01 above, if there is a surplus of staff in the affected occupational classification of Parts Employee, then the least senior employee in that classification shall be declared redundant. This process shall continue so long as there are redundant Parts Employees who have seniority in that classification within the seniority unit.

**7. Article 16 – Hours of Work**

Delete the present Clause 16.01 and replace with the following:

The normal work week will be between 35 and 40 hours for full time employees. The Company will endeavour to schedule the working day to be eight (8) consecutive hours exclusive of meal periods in a single twenty four (24) hour period except where a modified work week has been or will be implemented in accordance with the Canada Labour Code. Should operational requirements warrant further reductions in hours the Company will notify the Union to discuss.

Delete Clause 16.04 and replace with the following:

The Company and the Association acknowledge that there are situations that occur from time to time, which necessitate the Company assigning an employee to complete the work required away from home base; in these situations, the Company shall have the right to assign such employee(s) to perform such work, taking into account the qualifications necessary to do the job. The Association agrees and acknowledges that such assignments are in the interest of the efficiency of the Operation.

Prior to the Assignment of any Employee, the Company shall seek qualified volunteers to do the job.

In the event no qualified employee(s) volunteers to do the work, the Company shall assign the most junior qualified employee on shift to complete the job.”

## 16.05 Modified Work Schedule

### 7 Overtime

(a) Replace the words “Aircraft Maintenance Employees” with “Parts Employees.”

**8. Shift Premiums**

New Article 20.01 Shift Premium for Parts Clerk

Employees will receive a shift premium of \$0.75 per hour for hours worked between 7 p.m. (1900 hours) and ending at 7 am (0700 hours). Shift premiums will not form part of the employee's straight time hourly rate and will not form part of the calculations for the purposes of overtime. It is understood that some employees are working a modified work week, and shift premium will only apply to those hours worked between 1900 and 0700 hours.

**9. Article 17 – Time Cards**

- 17.02 Delete “maintenance office” in the first line and substitute “Parts Manager”.  
Delete “job cards” in the first line and substitute “time card”.

**10. Article 18 – Overtime**

- 18.02 “Call - In Pay” – Delete the present clause and replace it with the following:

A Full-Time and Part-Time Parts Employee who has completed his or her shift and left the premises and is called in to work shall be paid a minimum of

three (3) hours at the employee's regular hourly rate for all hours worked.

If the Employee, as a result of such call – in, works in excess of eight (8) hours in that day or the modified work day maximum agreed upon in Clause 16.05, he will be paid at the overtime rate of pay for all hours worked in excess of eight (8) hours, or the modified workday maximum.

All call-ins shall be recorded on all posted schedules the day of the event.

#### **Addition to 18.02 – April 1, 2011**

An employee schedule to be on-call will receive a minimum of one (1) call-in (3 hours) for being on-call. Payment of one (1) call-in will be issued only in the event of not being called in. Only one (1) payment per scheduled on-call shift will be provided.

18.03 This Clause is not applicable to Parts Employees

#### **11. Article 22 – Holidays**

**22.02 Change “Maintenance Manager” to “Purchasing Manager” where applicable.**

**12. Article 23 – Vacation with Pay**

Delete the present Article 23.02 to and including Article 23.09 and replace with the following:

23.02 The Company, upon determining its service requirements, shall approve vacations with pay to full-time Parts Employees as defined in this Article.

a) Annual vacations with pay will be granted to all full-time Employees with the following schedule:

<b>Length of Service</b>	<b>Vacation</b>
After completing one (1) year	2 weeks (10 working days)
After completing five (5) years	3 weeks (15 working days)
After completing ten (10) years	4 weeks (20 working days)
After completing fifteen (15) years	5 weeks (25 working days)

Vacation Pay shall be calculated as two percent (2%) of previous year's gross pay per eligible week.

(b) Part-time employees are to be compensated in lieu of vacation at a rate of 4% per pay period. After five (5) years of continued service with the Company, a rate of 6% per pay period will apply in lieu of vacation.

23.03 On January 5<sup>th</sup> of each year the Company shall post a vacation calendar for bidding

purpose. Each full-time Parts Employee will have an assigned time frame to submit their vacation request.

The Bidding process will be done in order of seniority with one (1) full time Parts Employee.

There will be a limit on vacation dates able to bid in the weeks between May 01- September 30, inclusively. Only two (2) weeks by any one (1) full-time Parts Employee shall be bid in this period.

It should be noted that the Company will allow one (1) full-time Parts Employee vacation request per day to be completed on the vacation calendar. In order to ensure operational coverage vacation blocks of five (5) working days must identify the days off prior to or following the vacation request.

If no vacation request is submitted by a full-time Parts Employee in the time frame allotted, the Parts Employee will forfeit the vacation bidding process and the next full-time Parts Employee in seniority will get the option to bid.

Once all full-time Parts Employees have submitted their requests by March 1<sup>st</sup>, the schedule will be

finalized by Management and posted by March 15<sup>th</sup>.

- 23.04 All full-time Employees will bid for such holidays as they may be entitled to use in the calendar year following the bid period. After the March 15<sup>th</sup> close of bidding, any full-time employee who has failed to designate his choice of vacation on such list shall be assigned vacation by the company.
- 23.05 Vacations will normally be taken in blocks of five (5) consecutive working days.
- 23.06 In the event of unforeseen work load occurring by reason of emergency, the Company reserves the right to alter employee preference dates in accordance with seniority and its service requirements. In applying this provision, the Company agrees not to be unreasonable.
- 23.07 Other than identified in 23.06, vacations, once awarded, may only be altered by an employee with the written concurrence of both Company and any employee affected by the alteration.
- 23.08 Vacation Pay for full-time employees shall be paid in accordance with the established company policy.

### **13. Article 24 – Occupational Classifications**

24.01 Appendix “A” – Separate Wage Grid for Parts Department Employees - Amendment with respect to this paragraph - as specific wages apply to Parts Dept. It is understood that the Parts Employees maintain their own classification and do not form a line of progression from parts to AME, they are a separate classification and will have a separate wage grid. Students working in the parts department are classified in 24.03 below

24.03 In the first paragraph, replace the words “Maintenance Department” in the second line with the words “Parts Department”.

(2) Delete this Clause in its entirety and replace with the following:

“The Company shall employ students for the purpose of vacation relief, holidays, sickness or employee relief, or for the purpose of conducting inventory for such duration as is required for the period identified for any Parts Employee position covered by this Collective Agreement.”

(3) Delete this Clause in it’s entirety and replace with the following:



“The Company shall employ students on a casual basis working up to twenty-nine (29) hours per week in any Parts Employee classification covered by this Collective Agreement.”

Add a new paragraph (6) as follows:

“For the purpose of this Article, a student is recognized to be: a person currently enrolled in a full or part-time capacity in a secondary or post secondary recognized educational institution. A full-time student is defined as a student carrying a minimum of sixty percent (60%) of a full-course load. A part-time student is defined as a student carrying a minimum of twenty percent (20%) of a full course load. An offer of employment to a student is conditional upon receiving proof of enrolment from that student.”

- (7) Add a new Clause as follows:  
“Students shall pay union dues.”

**14. Article 26 - Clothing**

**Upon completion of their probationary period, full-time employees will be supplied with uniform items as outlined in Article 26.06 (d).**

**26.03 Uniform items and accessories supplied by the Company at no cost under 26.06 (d) to the employee shall remain the property of the Company and must be surrendered on request.**

**26.05 is not applicable to Parts employees.**

**26.06 a) is not applicable to Parts employees.**

**26.06 b) is not applicable to Parts employees.**

**26.06 c) is not applicable to Parts employees.**

**26.06 d) Upon completion of their probationary period, full-time employees will be supplied a maximum of two (2) pants/shorts or combination and a maximum of two (2) short-sleeve/long sleeve shirts or combination.**

**15. Article 28 – Training**

28.01 Delete the words in the first line “for all training made available” and replace with the words “for all non-compulsory training.”

28.02

(2) Delete this Clause in its entirety.

(6) Delete this Clause and replace with the following:

“In-house training will be provided at the discretion of the Company subject to being required by law.”

(8) Delete this Clause in it’s entirely and replace with the following:

“Voluntary will be taken to mean training that may provide supplemental information to any employee so interested.”

(15)Not applicable to Parts Employees.

(16)Not applicable to Parts Employees.

(17)Not applicable to Parts Employees.

**16. Article 28 (red cover – Collective Agreement) – Pages 62-66 – Bearskin Lake Air Service LP. – Education and Training Course Agreement**

(A) Add the words “Parts Clerk” after the word “pilots” in the second line.

(C) Delete the words “as a licensed AME M1 or M2”.

(D) 2. – Delete the words “as a licensed AME M1 or M2”.

**17. Article 29 – Wages/Term**


29.01(a) (b) and (c) are not applicable to Parts Employees.

29.03 – this Clause is not applicable to Parts Employees.


Dated at Thunder Bay this 17<sup>th</sup> day of April, 2014.

BEARSKIN LAKE AIR  
SERVICE LP.


INTERNATIONAL ASSOCIATION of  
MACHINISTS and AEROSPACE  
WORKERS TRANSPORTATION  
DISTRICT 140 & LOCAL LODGE 2413



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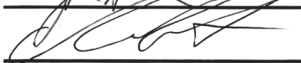
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Appendix A - Wage Grid for Parts Employees - Upon Ratification

Wage Grid	Sept. 1, 2013	Sept. 1, 2014	Sept. 1, 2015
5 years	<b>\$18.68</b>	<b>\$18.96</b>	<b>\$19.24</b>
4 years	<b>\$17.56</b>	<b>\$17.82</b>	<b>\$18.09</b>
3 years	<b>\$16.42</b>	<b>\$16.67</b>	<b>\$16.92</b>
2 years	<b>\$15.28</b>	<b>\$15.51</b>	<b>\$15.74</b>
1 year	<b>\$14.18</b>	<b>\$14.39</b>	<b>\$14.61</b>
6 months	<b>\$13.42</b>	<b>\$13.62</b>	<b>\$13.83</b>
<b>Start</b>	<b>\$12.65</b>	<b>\$12.84</b>	<b>\$13.03</b>



Local 235