

# COLLECTIVE AGREEMENT

BETWEEN :

Exploits Valley Air Services (EVAS)



AND

Unifor and its Local 2002



Effective February 5, 2016 – February 4, 2019

14944 (01)

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## **ARTICLE 1: PURPOSE**

This Agreement is made between by Exploits Valley Air Services (EVAS) and Unifor Local 2002. The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and the Flight Crew Member (FCM) covered by this Agreement and to provide a mechanism for the timely disposition of grievances.

In making this Agreement, the parties hereto recognize the objectives of promoting the Safety, Continuity, Growth and Orderly Administration of Air Transportation generally, and of the Company particularly. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest, and for the interest and purpose of this Agreement.

The Union recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation.

## **ARTICLE 2: RECOGNITION**

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

- 2.03 There shall be no contracting / subcontracting out of bargaining unit work without the mutual agreement of the parties. The Company may contract in Pilots who will perform bargaining unit work. They will be limited to six (6) positions. A contracted Pilot is intended to assist the Company on short term staffing challenges. The term of a contact Pilot will not exceed six (6) months per calendar year, unless mutually agreed by the parties. The Company will submit Union dues to Unifor for all work performed by a contract Pilot. Work assignments and schedules for contracted Pilots will not be superior to the FCMs.
- 2.04 Work of the bargaining unit is Company flying which includes, all revenue, non-revenue, scheduled, unscheduled, passenger, ferry, charter, publicity flights and all flying of the Company's aircraft.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and to direct the FCMs and, without restricting the generality of the foregoing, to:
- (a) Maintain order, discipline, efficiency, and set qualifications;
  - (b) Hire, retain, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline FCMs for just cause subject to the right of FCMs to grieve to the extent and manner provided herein if the specific provisions of this Agreement, and/or relevant statutes, are violated in the exercise of these rights;
  - (c) Generally, to manage the enterprise in which the Company is engaged without restricting the generality of the foregoing, to plan, direct and control operations, to direct the workforce, to determine the number and

location of facilities, to determine the quality of service and processes, methods of procedures to be employed, to determine the direction of the workforce, the schedules of work, and methods necessary to perform any service that may be required to manage the enterprise and its business, to establish schedules, standards of performance, to select, procure and control supplies, materials, products and produce, to determine the extension, limitation, curtailment or cessation of operations, to determine the number of hours to be worked, starting and quitting times;

- (d) Issue and enforce from time to time such reasonable rules and regulations, as the Company deems necessary to ensure the successful operation of its business. Breach of any such rules by a FCM may be cause for disciplinary action;
- (e) Limit, suspend or cease operations or make necessary arrangements due to a change in the Company's policies; and
- (f) Discipline and discharge probationary FCMs for any reason provided only that such decision is not discriminatory or made in bad faith.

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

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

## **ARTICLE 4: UNION RELATIONS**

- 4.01 The Union agrees that during the life of the Agreement, there shall be no stoppage of work, and the Employer agrees that there will be no lockout.
- 4.02 (a) The Employer agrees to recognize four (4) duly elected or appointed Union Steward Representatives, with any increase in the number being subject to mutual agreement between the Union and the Employer. The Employer agrees to recognize only those Stewards whose names have been submitted in writing to the Company by the Union.
- (b) The Employer agrees to recognize certain committees to be comprised of Union Stewards included in (a) above to participate in meetings as follows:
- Union/Management quarterly meetings (2 reps)
  - Grievance/ investigatory meetings(1 rep grievance/1 rep per LOU investigation)
  - Negotiating meetings (2 reps)
  - Other meetings as mutually agreed (TBD)
- (c) Union Stewards will not have their salaries reduced for attending meetings pursuant to (b) above. However, these meetings will not be subject to any additional pay or premiums and will be scheduled so as not to compromise any flight operations.
- (d) A Union Steward may, with the permission of their supervisor, leave their regular duties to investigate grievances and perform other duties under the Collective Agreement provided such temporary absences do not compromise any flight operations.
- 4.03 The Company agrees to provide the Union with appropriately located bulletin boards for the purpose of posting Union notices. Notices will be posted by officers of the Union or the Company supervisor (if requested by the Union) and no such notice shall contain any statements derogatory to the Company.

- 4.04 (a) The Employer agrees to deduct biweekly from the salary due and payable to each FCM covered by Article 2.01 an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its constitution. The total amount of such dues deductions shall be remitted by the Employer, together with a list of names of FCMs from whom the deductions were made, to the Secretary Treasurer of Local Union, not later than the 15th day of the month following the month in which the dues are deducted. Union dues shall be 1.35% of a workers regular wage with respect to regularly scheduled hours.

Regular pay includes, where applicable, but is not limited to vacation pay, holiday pay, jury duty pay.

Regular pay does not include overtime, Workers Compensation benefits, relocation, termination or severance pay, pension supplemental parental or maternity benefits. The Employer shall furnish to the Union on at least a monthly basis a complete dues listing including:

- The names of all active and inactive FCM s
- The amount of dues deducted for each FCM
- The relevant rate of pay and job classification for each FCM
- The salary upon which Union dues were calculated
- A reason should there be no deductions (i.e. WSIB, layoff, etc.)

The Employer shall furnish to the Union at least on an annual basis, a list containing the names of all active and inactive FCMs which includes their:

- mailing address
- phone number
- email address (if available)
- FCM number

The Union agrees to provide 60 days advance notice to the Employer of any change in its dues structure.

(b) Every FCM who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new FCM whose employment commences hereafter shall, within thirty (30) days of such commencement, apply for and maintain membership in the Union as a condition of employment. In the event a FCM loses membership in the Union, s/he shall continue to authorize remittance of Union dues so long as employment continues.

4.05 The Company shall not be responsible financially or otherwise, either to the Union, or to any FCM for any failure to make deductions or for making improper deductions or remittances. However, in any instances in which an error occurs in the amount of any deduction of dues from a FCM's wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to this Section shall terminate at the time it remits payment to the Union.

4.06 A Union Representative or designate will be allocated one (1) hour of time to be scheduled by the Company during the initial training of new FCMs in order to familiarize the newly hired FCMs as a group with the Union and the Collective Agreement. Such initial training shall not be delayed due to the unavailability of a rep or designate.

## **ARTICLE 5: NO DISCRIMINATION**

5.01 The parties agree that there shall be no discrimination, harassment or bullying by the Company or the Union against any FCM, in any manner whatsoever, because of race, color, religion, national origin, ancestry, family status, place of origin, age, physical disability, mental disability, marital status, sexual orientation, sex, social condition, political belief, membership or activity in lawful Union activities consistent with the provision of the Agreement, conviction for which a pardon has been granted or record suspended.



Furthermore the Union and the Company are committed to a workplace environment that is free of harassment and bullying and further agree that bullying should be dealt with in a serious manner and treated with the same severity and concern as discrimination and harassment.

The parties are committed to an environment where individuals are treated with respect and dignity.

## **ARTICLE 6: WORK SCHEDULES**

- 6.01 (a) The Employer will determine appropriate staffing levels and coverage and will prepare a work schedule covering thirty (30) day period. The work schedule will then be posted and provided electronically to all pilots.
- (b) Where operational circumstances allow the finalized work schedule will be confirmed and posted no later than ten (10) days prior to its effective date.
- (c) A schedule will be constructed to provide a minimum number of Guaranteed Days Off (GDOs) per thirty (30) days as per CARs, as follows:

Employment:	Zero to 24 Months	– Ten (10) days GDOs
	25 to 60 Months	– Eleven (11) days GDOs
	Over 60 Months	– Thirteen (13) days GDOs

A GDO is a twenty-four (24) hour period free from duty.

- (d) Any day not scheduled as a Guaranteed Day Off, Vacation or Training is considered a work day; Required SIM training is considered a work day
- (e) Designated Cargo FCMs are subjected to alternate schedules and/or hours of service scheduled in

accordance with the CARs, and as reference in Letter of Understanding 2.

- (f) Subject to Operational and Schedule requirements the Company will schedule as many consecutive days off as where possible.

- 6.02 (a) The calculation of a FCM's hourly rate should such calculation be required is as follows:

FCM's Annual Salary per Appendix A  
divided by twelve hundred (1200) hours

- (b) Emergency Hours – Notwithstanding any provision of this Agreement, an unforeseen situation may arise where the Company must declare an emergency. Such situations include but are not limited to where there are insufficient pilots to continue operations, where a client must evacuate a remote site or where additional aircraft must be dispatched to transport passengers. In such event, the Employer agrees to exhaust all reasonable options (e.g. volunteers, subcontracted pilots where available, etc.) to meet the operational needs. Failing that, an emergency will be declared. Staff sufficient to continue necessary operations will be drafted to duty regardless of approved vacation, Guaranteed Days Off (GDOs) or Leave of Absence (LOA) for the duration of the emergency. In such circumstances, the Employer agrees to draft flight crews in reverse order of seniority. FCMs drafted to such duty shall have the option to receive a daily per diem per Article 6.06 or a day off with pay for each day of their draft. In addition, they will receive an extra GDO, for each day drafted, at a time mutually agreeable to the FCM and Employer.

6.03 Duty Period

- (a) Duty periods are defined by the Canadian Aviation Regulations (CAR's). The CAR's allow fourteen hours of continuous duty time with provision for extension and

additional rest provided, as well as provisions for split duty days. Duty time commences when required to report for duty and ends fifteen (15) minutes after final landing or released from duty as per the flight log.

- (b) For the purposes of scheduling, Reserve shall be determined by the Employer in accordance with the CARS and with not less than ten (10) hours' notice. The Company shall provide the FCM with 24 hours' notice of the time of commencement and duration of the rest period. The designated rest period cannot shift more than three (3) hours earlier or later than the preceding rest period, nor more than a total of eight (8) hours in any seven (7) consecutive days.
- (c) As per CAR's a minimum rest period must be provided. For scheduling purposes 10 hours free from duty will be planned. The time free from duty may be reduced to no less than nine (9) hours on an individual basis with FCM agreement.

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

6.05 Shift Trading – Any shift trade must be approved in advance by the Base Manager or Chief Pilot or Director of Flight Operations.

6.06 Where a FCM works on a GDO they shall be paid the following per diems, based on duty time:

	<b>2016</b>	<b>2017</b>	<b>2018</b>
captain full day over 5 hours	\$350.00	\$353.50	\$357.04
captain half day up to 5 hours	\$200.00	\$202.00	\$204.02
FO full day over 5 hours	\$185.00	\$186.85	\$188.72
FO half day up to 5 hours	\$100.00	\$101.00	\$102.01

## **ARTICLE 7: SALARIES**

- 7.01 All FCMs covered by this Agreement shall be paid on a bi-weekly salary basis in accordance with Appendix 'A' of this Agreement. Salary increases are based on length of full time service as a FCM with the Company, on the anniversary date of their first revenue flight or on the anniversary of their promotion, should it be different.
- 7.02 Where a FCM provides training or line indoctrination on one or more types of equipment they will be paid in addition to their normal salary as follows:
- Training Premium – \$5000 per year added to salary  
Line Indoctrination – \$50 per day per diem
- 7.03 Any pay due a FCM as a result of an error in their pay deposit or statement shall be corrected as soon as reasonably possible and paid to the FCM by separate cheque or deposit. If an overpayment is paid to a FCM and it is noticed during that pay period, repayment will be made on next pay. If overpayment is not noticed during a pay period then a repayment plan will be offered to the FCM.
- 7.04 The Employer retains the discretion to place new hires at any point in the appropriate salary grid short of the top rate in recognition of relevant industry experience when recruiting.
- 7.05 Market Supplements – In the event that the Employer determines, during the life of this Agreement, that market conditions require it to offer compensation in excess of that prescribed by this Agreement for purposes of retention or recruitment, the Employer may increase the compensation for any classification upon notice to the Union of such action. It is understood and agreed that the supplement will then be payable to every pilot in the said classification. The supplement will be added to Appendix A.

## ARTICLE 8: VACATIONS

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

One to Two Years of employment	ten (10) days – 4% of T-4 Wages
Three to Five Years of employment	twelve (12) days – 4.8% of T-4 Wages
Five to Nineteen Years of employment	fifteen (15) days – 6% of T-4 Wages
Twenty Years Plus of employment	twenty (20) days – 8 % of T-4 Wages

T-4 ( Prior year’s T-4)

Vacation Days are in addition to GDO’s

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

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

(b) The Company may modify a pilot’s vacation schedule with fourteen (14) days’ notice from the start of his vacation period under exceptional, unpredictable or uncontrollable circumstances. In that case the vacation will be changed to another date convenient to both parties. If the pilot incurs costs as a result of having his vacation cancelled, the Company upon presentation of receipts will reimburse

those costs. The Company will inquire what costs are associated with cancelling the FCM's vacation and make a decision if they wish to cancel the vacation or leave it as bid.

- (c) When a FCM's vacation is changed in accordance with Article 8.03 (b), the new vacation dates will be set by mutual agreement or at the FCM's option will be paid out at the end of the year.

- 8.04 Vacation Bidding – The vacation bidding process is intended to ensure that vacations are used without carryover to the following year; the exception being if the FCM's vacation is cancelled per Article 8.03(b). Vacations will provide for sufficient crewing of all aircraft and will be spread over the entire year.
- 8.05 Vacation year(s) entitlement will be based on completed years of service as of December 31st of each year.
- 8.06 Vacation time will begin immediately following the GDO's of the last duty day worked. Vacation sliding will be in accordance with vacation sliding grid (Appendix C).
- 8.07 Vacation periods shall be awarded by Base in accordance with seniority.
- 8.08 Vacation availability will be determined by the Company based on operating requirements. The Company shall post at each Base on or before the October 1st, a roster of vacation periods anticipated to be available for the period January 1st to December 31st inclusive of the following year. The Company will endeavour to make as much time as possible available in the summer months. The minimum amount of vacation will be one captain and one first officer per base per week. Commencing November 1st and no later than November 15th of each year, vacation requests must be submitted for approval. Such requests will be evaluated to ensure that sufficient crewing can be achieved to meet operational requirements and

approvals will be identified and communicated by December 1st of each year.

- 8.09 Vacations will be bid in two rounds. In the first round FCMs may bid up to two (2) consecutive weeks of vacation. Selections for the first round must be submitted by October 15th. The Company will confirm first round vacation selections and distribute the vacation availability for the second round of vacation by Nov 1st . FCMs will have until November 15th, to submit their vacation requests for the second round of vacation. Remaining vacation can be selected in one or two week increments. Such requests will be evaluated to ensure that sufficient crewing can be achieved to meet operational requirements and approvals will be identified and communicated by December 1st of each year. The parties may introduce an electronic bidding system upon mutual agreement.
- 8.10 Any FCM who fails to submit their bid by November 30<sup>th</sup> will have their vacation assigned by the Company. Vacation will be paid out upon leaving the employ of the Company.
- 8.11 When a previously bid vacation week(s) become available, or when an additional week(s) is allocated during the current vacation year, it will be posted for fourteen (14) days and awarded in accordance with FCM seniority.

## **ARTICLE 9: STATUTORY HOLIDAYS**

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

\* This article does not apply to cargo FCMs who are granted the holiday. If a Cargo FCM works on a Statutory Holiday, they will be given the choice of an additional vacation day or be paid a per diem day as per Article 6.06.

## **ARTICLE 10: LEAVES OF ABSENCE**

- 10.01 In the Employer's sole discretion, a leave for personal reasons may be granted. The Employer grants personal leave without pay upon approval. If the FCM requesting such leave agrees to pay the full premium cost of FCM benefits, service will be deemed continuous where the leave is less than 60 days. Such payments for benefits shall be made in advance in the form of monthly post-dated cheques. Seniority will continue to accrue during the leave of absence.
- 10.02 FCMs will be granted five (5) consecutive calendar days commencing on the day immediately following the day of notification of death off with pay, provided such days are scheduled work days. Immediate family shall be defined as: parent, spouse (including common law spouse), brother/sister, child, stepchild. FCM will be granted three (3) consecutive calendar days commencing on the day immediately following the day of notification of death off with pay, provided such days are scheduled work days, for mother/father-in-law, FCM's grandparent/grandchild. Where practicable, in the opinion of the Employer, limited unpaid time off may be granted pursuant to a bereavement.
- 10.03 A FCM called for jury duty or subpoenaed as a witness in a criminal matter, will be granted the required time off work without a loss of normal earnings. Leave will be granted as soon as the FCM has advised their Manager or Human Resources of their subpoena. When returning to work the FCM will be required to provide proof of attendance (dates and total hours) and the amount of payment received from the court.
- 10.04 Subject to operational requirements, the Employer agrees to grant leave of absence to members of the Union to attend to business of the Union, including Union functions, to a maximum of seven (7) calendar days per application. Applications for such leave shall be made in writing to the Chief Pilot. Such applications shall be made five (5) days prior



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

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

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

## **ARTICLE 11: SENIORITY**

- 11.01 Bargaining unit seniority will begin on the FCM's first revenue flight with the Company. Seniority will be a factor in promotions and status changes, subject to the required qualifications, skills and abilities as determined by the Employer.
- 11.02 The Employer agrees to post a seniority list semi-annually. It is the responsibility of any FCM contesting the accuracy of such list to do so within thirty (30) days of the posting of a list.
- 11.03 A FCM may elect to provide the Employer with a letter, which specifies the position(s) for which they wish to be considered in the event a posting closes during that FCM's absence from the workplace.
- 11.04 The Employer agrees that internal applicants will be granted positions prior to external applicants. However, the Employer will consider the qualifications, ability and skill of all

applicants. Where they are equal, the senior FCM will be selected.

The process for filling an open position will be the following:

1. Offer the position to the senior FCM, relocation costs at the FCM's expense.
2. Company may offer a paid move to the FCM.
3. Company will offer position to external applicant
4. Company will layoff junior member (if surplus exists in another base) and offer the position and pay moving expenses

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

- Ground Training
- Flight Training
- Flight Crew Instrument Rating/Proficiency Check
- Line Indoctrination

11:06 (a) The term failure to qualify shall mean:

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

(b) A pilot who fails to qualify will continue to be paid for a two (2) week period pending re-testing.

- (c) A pilot who fails to qualify and who subsequently is to receive additional training may have the option of having such training and flight test done by a different Training and/or Check Pilot. If another Training and/or Check Pilot is not available, the Company may require the candidate to receive said additional training and flight test with the same instructor or examiner.
- (d) A pilot who fails to qualify is entitled to complete all scheduled and required training, and may not be “washed out” prior to the end of the full training program; however in cases where the candidate demonstrates a lack of required knowledge due to a lack of preparation, the Company may terminate training prior to the full program being completed. In such cases, the Company will advise the candidate in writing of their concerns, and allow him an additional training session prior to the termination of his training. In all cases the Union will be advised in writing prior to the candidate being “washed out”.
- (e) A Captain who fails to qualify after his first attempt (following the initial failure to qualify) may be permitted to accept a voluntary demotion to First Officer.
- (f) A First Officer who fails to qualify after his first attempt (following the initial failure to qualify) may be terminated with just cause at the Employers sole discretion.

## **ARTICLE 12: LAYOFF, BUMPING AND RECALL**

- 12.01 (a) The Employer will provide the FCMs and the Union with notice of closure or partial closure or reduction in activity in accordance with the notice requirements of the Canada Labour Code.
- (b) The Employer will determine the timing of any layoff required. Layoffs will occur on the basis of reverse seniority by classification.

(c) In the event that no exercise of seniority to displace is available, the pilot shall receive a severance amount in accordance with the Canada Labour Code.

12.02 A laid-off FCM who refuses a recall for work expected to last less than thirty (30) calendar days will not lose his position on the recall list by virtue of that refusal.

12.03 (a) FCMs on the recall list are responsible to inform the Employer of their whereabouts and contact method of phone, text, or email so they may be contacted for recall. The Employer will notify the FCM by telephone, text message or email provided. A copy of the contact attempts will also be provided to the Union.

(b) The FCM has forty-eight (48) hours to respond to the Employer and must be able to report to work within an additional seven (7) calendar days or some longer period if the Employer in its discretion agrees to same.

(c) A FCM recalled pursuant to Article 12.03(b) shall be deemed to have continuous service but this provision will not permit any retroactive compensation or premium payments for all time spent on layoff by the FCM.

12.04 In the event of a layoff, a more senior FCM in the affected classification may volunteer for the layoff (in place of the junior FCM) and retain recall rights pursuant to Article 12.03.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

13.01 A FCM and or the Union who has a difference or dispute with the Employer, or a dispute with respect to the interpretation of the Collective Agreement shall first discuss the matter with their supervisor with a view to achieving prompt settlement thereof. This discussion will occur as soon as reasonably possible and the process shall use the following steps:

**Step One:** If, after forty-eight (48) hours from the time of such discussion, the matter is not resolved, it will become a

formal grievance provided the FCM and/or their Union Steward present a written grievance form to the supervisor, specifying the provision(s) of the Collective Agreement allegedly violated and the remedy requested, all within fourteen (14) calendar days of the date of occurrence of the fact or event which gave rise to the dispute. A copy of the grievance form is attached hereto as Appendix B.

The grievance will be heard by the Employer at a meeting convened in a location and time convenient to the Employer and Union within fourteen (14) calendar days of the date of the grievance unless another date is agreed by them. The Employer will respond to the Union in writing within fourteen (14) days of the date of the meeting.

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

**Step Three:** If the grievance is not deemed resolved within fourteen (14) calendar days of the Employer's written decision at Step Two it may be referred to arbitration. The referring party shall do so in writing, and propose one or more arbitrators to hear the matter. The other party will respond as soon as possible with agreement on an arbitrator or alternative proposed arbitrators. In the event that no agreement can be reached, either party may seek the appointment of an arbitrator by the Federal Minister of Labour.

- 13.02 A grievance by the Union, which is not a grievance of one or more FCMs, may be submitted in writing to the Employer by the Union, and a grievance by the Employer may be submitted in writing to the Union.

The time limit for such grievances will be fourteen (14) calendar days from the date upon which the moving party knew or reasonably could have known about the fact or event, which gave rise to the matter in dispute.

A meeting between representatives of the Employer and Union will take place within fourteen (14) calendar days of the date of the written grievance unless the parties agree to another date.

The receiving party will reply in writing to the grievance within fourteen (14) calendar days of the date of the meeting. If the grievance is not deemed resolved the moving party may refer it to arbitration by written notice to the other party within fourteen (14) days of the date of the written response, consistent with Article 13.01, Step Three.

- 13.03 The Union and Employer may agree to change any time limit in writing.
- 13.04 (a) In the event that a grievance is not submitted or advanced from one step to another within the time limits specified (subject to Article 13) or as extended by agreement between the Employer and the Union in writing, the grievance shall be deemed to be withdrawn.
- (b) In the event that the Employer does not respond to a grievance within the specified time limits (subject to Article 13), the grievance shall be assumed to be settled and the remedy applied.
- 13.05 A grievance by a FCM alleging that he has been terminated without just cause will be submitted at Step Two of the grievance procedure unless the parties agree otherwise. Termination grievances will be scheduled for arbitration at the earliest opportunity.
- 13.06 (a) Records of disciplinary action relating to matters of regulatory compliance are held between the FCM and Transport Canada.

- (b) Records of other disciplinary action, standard operating procedures, safety, and or behaviour will remain on a FCM's file for twenty-four (24) calendar months after issue. If no further discipline relating to a similar matter occurs, such records will be removed from the FCM's file.

13.07 All arbitrations pursuant to this Agreement shall be heard by a single Arbitrator.

## **ARTICLE 14: SAFETY, HEALTH AND GENERAL CONDITIONS**

14.01 The Employer recognizes the importance of and will promote and encourage safety in the workplace for the protection and general welfare of the FCMs. The Union recognizes its responsibility and will cooperate fully with the Employer.

14.02 In recognition that workplace safety is a joint and mutual concern, the parties to this Collective Agreement agree to participate in an Aviation Occupation Health & Safety Committee (AOH&S) pursuant to the requirements of the Canada Labour Code.

14.03 Union members of the Company's AOH&S Committee will suffer no loss of regular pay for time spent in scheduled Committee meetings thereof. It is agreed that no overtime will be paid for such attendance.

14.04 Any member of the Joint Health and Safety Committee may request a meeting of the joint Health and Safety Committee. Meetings will be scheduled within thirty (30) days of the request.

## **ARTICLE 15: BENEFITS**

15.01 Group Benefits and Group RSP in accordance with LOU, Company will continue at 50/50 cost sharing.

15.02 On January 1<sup>st</sup>, a FCM shall be entitled to earn three (3) floating days off per calendar year. Such floating days may be used

on short notice by the FCM for personal reasons, absence due to sickness or may be scheduled for a floating day off subject to operational requirements. Earned floating days off may be carried over year to year to a maximum of six (6) being carried over at any one time.

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

The maximum number of floating days that a FCM can accumulate in a calendar year is twelve (12) [eg, six (6) carry over + three (3) earned in current calendar year + three (3) exchanged vacation days]. Should a pilot leave during the year and have used the three (3) floating days, the amount will be prorated and returned to the Company.

- 15.03 Parking stalls will be provided where possible by the Employer in designated areas. FCMs will utilize the spaces so allocated.
- 15.04 The Employer encourages FCMs to pursue professional and personal development through a tuition refund program. Where the Employer chooses in its sole discretion to approve a course and upon successful completion of that course, a FCM will be reimbursed 50% of the costs related to tuition and books to a maximum of \$750.00 per calendar year provided that none of the above are required courses to maintain or advance their license (ie, ATPL).

## **ARTICLE 16: GENERAL**

- 16.01 Dress Code – The EVAS dress code is set out in Letter of Understanding #6 attached hereto and forming part of this Agreement.
- 16.02 The Employer will continue to pay for all required type endorsements and PPC's renewals.
- 16.03 The Employer shall furnish aboard each aircraft a suitable kit of En Route Charts, required VFR Charts, IFR Approach Charts



and such other manuals and charts required for the Company's operation of the aircraft.

- 16.04 The Company will provide one operational cell phone and charger per aircraft.
- 16.05 Training Agreements – The parties to this Agreement agree that the Employer will maintain its practice of providing training to pilots, subject to completion of the Employer's Flight Crew Funding Agreement (FCFA) which format may be amended by the Employer from time to time. The cost of pilot training shall become due and payable to the Employer by a pilot whose employment may terminate for any reason, subject to the terms of the actual FCFA applicable. No training, or compensation to be paid during such training, will commence until a FCFA is signed by the pilot. The Company will provide detailed cost break down.

## **ARTICLE 17: PROBATION PERIOD**

- 17.01 All FCMs are hired subject to a probation period, which extends until one hundred eighty (180) calendar days after the pilot has flown their first revenue flight. During that period, the provisions of Article 11.06 and Article 13 do not apply.
- 17.02 The parties may agree to extend the probation period by a further ninety (90) days.

## **ARTICLE 18: TERM AND EFFECTIVE DATE**

- 18.01 This Agreement shall be in effect from February 5, 2016, to February 4, 2019, and shall continue from year-to-year after that day, unless either party gives notice in writing for the purpose of renewing the Agreement within a period of ninety (90) days prior to any such yearly date of termination.
- 18.02 The cost of printing and distributing the Collective Agreement will be shared 50/50 between the parties. The printing and distribution will be the responsibility of the Union.

Signed this 5th day of February, 2016

**Exploits Valley Air Services  
(EVAS)**

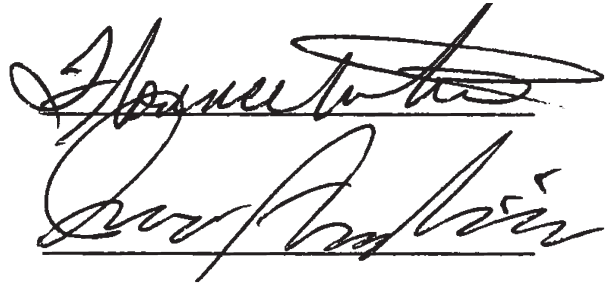
**Unifor Local 2002**

  
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Bill Peleci  
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## Appendix A

<b>Captains</b>			<b>05-Feb-16</b> 2%	<b>05-Feb-17</b> 1%	<b>05-Feb-18</b> 1%
Start			\$55,000.00	\$56,661.00	\$57,227.61
Year Two Increase	3.63%		\$57,000.00	\$58,721.40	\$59,308.61
Year Three Increase	3.50%		\$59,000.00	\$60,781.80	\$61,389.62
Year Four Increase	3.40%		\$61,000.00	\$62,842.20	\$63,470.62
Year Five Increase	3.28%		\$63,001.78	\$64,904.43	\$65,553.48
Year Six Increase	3.17%		\$64,998.78	\$66,961.74	\$67,631.36
Year Seven Increase	3.07%		\$67,013.78	\$69,037.60	\$69,727.97
Year Eight Increase	2.98%		\$69,010.88	\$71,095.01	\$71,805.96
Year Nine Increase	2.90%		\$71,012.19	\$73,156.76	\$73,888.33
Year Ten Increase	2.81%		\$73,007.63	\$75,212.46	\$75,964.59
Year Eleven Increase	2.73%		\$75,000.73	\$77,265.75	\$78,038.41
Year Twelve Increase	2.67%		\$77,003.25	\$79,328.75	\$80,122.04
Year Thirteen Increase	2.60%		\$79,005.33	\$81,391.29	\$82,205.20
Year Fourteen Increase	2.53%		\$81,004.16	\$83,450.49	\$84,284.99
Year Fifteen Increase	2.46%		\$83,012.26	\$85,519.23	\$86,374.42
Year Sixteen Increase	2.40%		\$85,004.51	\$87,571.65	\$88,447.36

<b>First Officers</b>		<b>05-Feb-16 2%</b>	<b>05-Feb-17 1%</b>	<b>05-Feb-18 1%</b>
Start		\$30,000.00	\$30,906.00	\$31,215.06
Year Two Increase	3.63%	\$31,089.00	\$32,027.89	\$32,348.17
Year Three Increase	3.50%	\$32,177.00	\$33,148.75	\$33,480.23
Year Four Increase	3.40%	\$33,271.18	\$34,275.97	\$34,618.73
Year Five Increase	3.28%	\$34,362.00	\$35,399.73	\$35,753.73
Year Six Increase	3.17%	\$35,489.00	\$36,560.77	\$36,926.38


Upon ratification of the Collective Agreement all above rates increase by 2% (two percent)

Effective year 2 of Collective Agreement all above rates increase by 1% (one percent)

Effective year 3 of Collective Agreement all rates increase by 1% (one percent)

Signing bonus to be expensed at ratification in amount of \$150.00 per FCM.

# Appendix B

 <b>UNIFOR</b> 2002   Canada	<input type="button" value="Save Form&lt;br/&gt;Enregistrer le&lt;br/&gt;formulaire"/>	<input type="button" value="Copy to Union by Email&lt;br/&gt;Envoyer une copie au&lt;br/&gt;syndicat par courriel"/>	<input type="button" value="Print Form&lt;br/&gt;Imprimer le formulaire"/>
	<b>GRIEVANCE REPORT</b> <b>RAPPORT DE GRIEF</b>		
Company / Compagnie: <input type="text"/>		Base: <input type="text"/>	Date: <input type="text"/>
Grievor / Plaignant(e): <input type="text"/>		Grievance No. / N° de grief: <input type="text"/>	
Emp # / le matricule: <input type="text"/>		Submitted to / Soumis à: <input type="text"/>	
Sen date / ancienneté: <input type="text"/>			
Address / Adresse: <input type="text"/>			
Ph Bus / Tél (bur): <input type="text"/>		Ph Res / Tél (rés): <input type="text"/>	
Work Lcn / Lieu de trav: <input type="text"/>		Class/Status / Classe/Statut: <input type="text"/>	
<b>Nature of Grievance / Nature du grief:</b>			
Date of Occurrence: / Date de l'événement: <input type="text"/>		Grievance Type: / Type de grief: <input type="text"/>	
Violation of Article(s): / Violation de l'article: <input type="text"/> and any other related Articles, LOU's or MOU's based on the following: / et de tout autre article, lettre ou protocole connexe, à savoir:			
<input type="text"/>			
<b>Settlement Requested / Règlement demandé:</b>			
<input type="text" value="Full Redress and employee made whole. / Pleine réparation et indemnisation complète."/>			
_____ Signature: Employee / Employé(e)		_____ Signature: Unifor Rep./District Chairperson / Rep./Prés. district Unifor	
Name of District Chairperson / Président(e) de district: <input type="text"/>		Ph Bus / Tél (bur): <input type="text"/>	
Copy / copie: Unifor Bargaining Committee Rep / Représentant du Comité de négociation Grievance Coordinator / Coordinator des griefs, Unifor 2002, Unit 5, 7015 Tranmere Dr. Mississauga. ON L5S 1M2			

## Appendix C

Vacation Sliding Grid Master												
	Previous			Vacation Bid Week								
	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sat	
<b>4 X 3 Schedules</b>												
Vacation Week Bid	X	X	X	W	W	W	W	X	X	X	X	
Vacation Week Bid	W	X	X	X	W	W	W	W	X	X	X	
Vacation Week Bid	W	W	X	X	X	W	W	W	W	X	X	
Vacation Week Bid	W	W	W	X	X	W	W	W	W	W	W	
Vacation Week Bid	W	W	W	W	X	X	X	W	W	W	W	
Vacation Week Bid	X	W	W	W	W	X	X	X	W	W	W	**tie will move forward
Vacation Week Bid	X	X	W	W	W	W	X	X	X	W	W	

Vacation Sliding Grid Master												
	Previous			Vacation Bid Week								
	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sat	
<b>3 X 3 Schedules</b>												
Vacation Week Bid	X	X	X	W	W	W	X	X	X	X	W	
Vacation Week Bid	W	X	X	X	W	W	W	X	X	X	X	
Vacation Week Bid	W	W	X	X	X	W	W	W	X	X	X	
Vacation Week Bid	W	W	W	X	X	X	W	W	W	X	X	
Vacation Week Bid	X	W	W	W	X	X	X	W	W	W	W	
Vacation Week Bid	X	X	W	W	W	W	X	X	W	W	W	**tie will move forward

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

	Previous				Vacation Bid Week						
	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	
<b>5 X 3 Schedules</b>											
Vacation Week Bid	X	X	X	W	W	W	W	W	X	X	
Vacation Week Bid	W	X	X	X	W	W	W	W	W	X	
Vacation Week Bid	W	W	X	X	X	W	W	W	W	W	
Vacation Week Bid	W	W	W	X	X	X	W	W	W	W	
Vacation Week Bid	W	W	W	W	X	X	W	W	W	W	
Vacation Week Bid	W	W	W	W	W	X	X	W	W	W	
Vacation Week Bid	X	W	W	W	W	W	X	X	W	W	**tie will move forward
Vacation Week Bid	X	X	W	W	W	W	W	X	X	W	
Vacation Week Bid	X	X	W	W	W	W	W	X	X	X	

	Previous			Vacation Bid Week							
	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	
<b>4 X 4 Schedules</b>											
Vacation Week Bid	X	X	X	W	W	W	W	X	X	X	
Vacation Week Bid	X	X	X	X	W	W	W	W	X	X	
Vacation Week Bid	W	X	X	X	X	W	W	W	W	X	
Vacation Week Bid	W	W	X	X	X	X	W	W	W	W	
Vacation Week Bid	W	W	W	X	X	X	X	W	W	W	
Vacation Week Bid	W	W	W	W	X	X	X	X	W	W	
Vacation Week Bid	X	W	W	W	W	X	X	X	X	W	
Vacation Week Bid	X	X	W	W	W	W	X	X	X	X	



## **Letter of Understanding 1 Approved Expense Policy**

The Company agrees to maintain all current practices and policies regarding per diems and travel expenses, as itemized in the Organizational Manual under Section 7, as well as any past practices.

## **Letter of Understanding 2 Cargo Operations**

Subject to customer requirements, Cargo currently operates Sunday (9:00pm) thru to Friday (9:00pm).

There are currently six (6) FCM working in the Cargo Operations and there is one (1) Manager of Cargo (Captain qualified) that provides relief from time to time.

The current schedule provides for a maximum of FCM utilization consisting of five (5) duty days per week.

Time free from duty after five (5) multiple duty days is forty-eight (48) hours.

Cargo Crew Members do not work on the following statutory holidays:

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

\* In addition, Cargo Crew Members receive additional paid days off as per customer policy

If a Cargo FCM works on a Statutory Holiday they will be given the choice of an additional vacation day or be paid a per diem day as per article 6.06.

### **Letter of Understanding 3 Group Benefits and RSP**

The Employer agrees to maintain a Group Benefit Program for all FCMs. Subject to eligibility requirements of the insurer the program will include:

- Basic Life Insurance
- Accidental and Death
- Long term disability
- Extended health benefits
- Dental Benefits
- Vision Care
- EAP (to be introduced June 2016)

The Employer is committed to FCM and Union involvement in decisions concerning plan design and costing moving forward.

The Employer agrees to maintain an RSP program for all FCMs subject to eligibility and vesting policies.

### **Letter of Understanding 4 Re-Investigation**

The Employer agrees to a shop steward being involved in an investigation proceeding regarding a FCM. Such proceeding will not be delayed due to the unavailability of a shop steward. Whenever a Shop Steward is not available the FCM can select another FCM to accompany them.

### **Letter of Understanding 5 Women's Advocate**

The Employer agrees should the need arise it reserves the right to request the Union support for the Women's Advocacy Program. If the Union wishes to implement its Women's Advocate Program they may do so at its expense.

## **Letter of Understanding 6 Pilot Uniform and Dress Code**

It is agreed and understood that the following uniform and dress code shall apply to all pilots and that compliance with it is mandatory for satisfactory job performance. It is further agreed that the Employer will provide only certain uniform garments indicated herein at, and shall be cost Shared between the FCM and the Employer at a 50/50 cost share. Other items are the responsibility of each pilot. It is further agreed that the Employer may alter this Uniform and Dress Code from time to time but the cost of such changes will be shared 50/50 by the FCM and the Employer.

Uniform garment requirements:

- Sweater
- Dress Pants (3)
- Dress Shirts(5)
- Tie (2)
- Winter Jacket(1)
- Light Weight Jacket (1)
- Rain Jacket
- Black shoes / Boots

Cargo Pilots

- Cotton Pant (2)
- Work Shirt/Golf Shirt (4)
- Sweater(1)
- Winter Jacket (1)
- Light Weight Jacket (1)
- Rain Jacket (1)
- Steel Toe Shoes / Boots

Note: The Employer will replace Sweaters and Winter Jackets every 24 months. The Employer will replace Slacks\Pants, Shirts and Ties every twelve (12) months. In extenuating duty related circumstances, the Employer may replace damaged uniform garments outside of this schedule. Items considered noticeably worn should be shown to the Chief Pilot, who will work with Human Resources to ensure that

uniform garments are appropriate. Pilots may also purchase additional uniform garments from the Employer at cost.

### **Letter of Understanding 7 Statutory Holidays**

The parties agree for the first year of the Collective Agreement there will five (5) days allocated as vacation for Statutory Holiday purposes. The full allotment of ten (10) vacation days will be introduced in the second year of the agreement. This letter does not apply to Cargo FCMs.