

**COLLECTIVE AGREEMENT**

**between**

**BEARSKIN LAKE AIR SERVICE LTD.**

**and**

**UNITED FOOD AND COMMERCIAL  
WORKERS CANADA  
LOCAL 175**

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**PASSENGER SERVICE AGENTS  
THUNDER BAY, ONTARIO  
AGREEMENT #3**

**DECEMBER 1, 2005 - NOVEMBER 30, 2008**

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## **PREAMBLE**

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 and the maintenance of a high degree of quality customer service. It is recognized by this Agreement to be the duty of the Company, the Union and the employees to co-operate fully both individually and collectively for the advancement of this purpose.

The Company and the Union 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 in the Union or because of his activity or lack of activity in the Union.

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.

## **ARTICLE 1 - RECOGNITION**

1.01 The Company recognizes the United Food and Commercial Workers International Union, Local 175 as the bargaining agent for all Passenger Service Agents in the employ of Bearskin Lake Air Service Ltd. (doing business as Bearskin Airlines) in the city of Thunder Bay, Ontario, excluding Assistant Supervisors and those above, and employees in bargaining units for which any trade unions other than the United Food and Commercial Workers International Union held bargaining rights as of the date of this Agreement.

1.02 The Union and the Company recognize that work done by bargaining unit members is also done by Management employees of the Company. The parties agree that nothing in this Agreement restricts this practice. It is not the intent of the Company to add management staff for the sole purpose of undermining the bargaining unit.

1.03 (a) The Union and the 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.

(b) The Union and the Company recognize that other employees of the Company perform work of the bargaining unit. The parties agree that this past practice will continue when required for staff shortages, training, short term illness and emergency situations.

1.04 Employment Equity

The Company and the Union 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 Union with an opportunity to present its views concerning:

- (a) The elimination of any practices or conditions imposed through the Collective Agreement respecting employment equity; and
- (b) any assistance the Union 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 - APPLICATION AND DEFINITIONS**

2.01 In this Collective Agreement:

- (a) "Regular Full-Time Employee" is defined as an employee who is regularly scheduled to work up to forty (40) hours per week but in any event not less than thirty (30) hours per week and who has completed the probationary period.
- (b) "Regular Part-Time Employee" is defined as an employee who is regularly scheduled to work less than thirty (30) hours per week and who has completed the probationary period.

A regular part-time employee who works more than thirty (30) hours per week shall not become a regular full-time employee as a result but shall continue to be classified as a regular part-time employee. Other than for temporary relief situations, (ie. **illness**, leaves of absence, contract for services, etc.) if a regular part-time employee **works** more than thirty (30) hours per week for a period of two (2) consecutive months, the Company and the Union will meet to discuss the viability of creating an additional full-time position.

A regular part-time employee shall not be entitled to any benefits except those specified in the Federal Canada Labour Code and those specifically identified as applicable by the terms of this Collective Agreement.

- (c) "Probationary Period" means the assessment period for newly hired employees prior to their being considered permanent employees.
- (d) "Employee" means persons who are employed by Bearskin Lake Air Service Ltd. who have successfully completed their probationary period and who are represented by the United Food and Commercial Workers Union.

## **ARTICLE 3 - UNION SECURITY**

- 3.01 (a) It is agreed that all employees covered by this Agreement shall become and remain members of the Union in good standing, as a condition of employment.
- (b) New employees shall become members of the Union upon completion of the probationary period and shall maintain membership as a continuing condition of employment.

3.02 (a) The Employer shall during the term of this Agreement, as a condition of employment deduct from members of the bargaining unit, the regular semi-monthly union dues and such dues shall be remitted to the Union, in the format in the Article below, prior to the fifteenth (15<sup>th</sup>) of the month following the month in which such deduction is made.

The Employer shall collect membership initiation fees as may be established by the Union and forwarded any application forms and such fees to the Union in the format outlined below, with the regular monthly dues remittance.

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit @ ufcw175.com) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel **Quattro** Pro, Lotus or **other** software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following current information: as known to the Company.

- 1) S.I.N.
- 2) Employee number if applicable
- 3) Full Name (Last, First, Initials)
- 4) Full Address, including City and Postal Code
- 5) Telephone Number (including Area Code)
- 6) Date of Hire
- 7) Rate of Pay
- 8) Classification
- 9) Full-time or Part-time Designation
- 10) Union dues deducted (or reason a deduction was not made), if dues are deducted weekly, report requires five columns for reporting.
- 11) Total dues deducted
- 12) Back dues owing
- 13) Vacation pay breakdown for dues owing
- 14) Initiation fees deducted
- 15) Total initiation fees deducted

(b) Union dues deductions shall commence on the first (1<sup>st</sup>) pay period following the date of employment in a position covered by this Agreement.

(c) The Company agrees to record the annual Union dues for each employee on his T4 form.

3.03 The Union shall provide the Company with thirty (30) days written notice of any increase or decrease in the amount of dues to be deducted from the bargaining unit employees.

3.04 The Union agrees to save the Company harmless and to indemnify the Company with respect to any claim made against the Company by any employee or any group of employees arising out of the deduction of Union dues as herein provided.

3.05 The Company agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions set out in Article 3.01 and 3.02.

**RTIC 4 - UNION STEWARDS AND COMMITTEES**

- 4.01 The Company shall recognize a Union Steward who shall be an employee in the bargaining unit who has completed their probationary period for the purpose of dealing with Union business as provided under this Agreement.
- 4.02 The Union shall notify the Company in writing of the name of its steward and whenever there is a change. The Company will not be required to recognize the steward until it has been notified in writing by the Union.
- 4.03 The Union acknowledges that the Steward will continue to perform their regular duties on behalf of the Company, and that such persons will not leave their regular duties without first obtaining permission from the Director of Operations or designate and on resuming regular duties, they will report to the Director of Operations or designate. Such permission shall not be unreasonably withheld. In accordance with this understanding, such employee will be compensated by the Company to the extent of one hundred (100%) of his regular straight time rate of pay for such time spent in dealing with grievances of employees under the grievance procedure up to and including Step 3. Compensation will not be allowed for time spent outside of the employee's regular working hours.
- 4.04 A Business Representative of the Union may at the discretion of the Company be allowed to visit members of the bargaining unit during working hours and at reasonable times to interview employees provided he first obtains permission from the Director of Operations or his designate.
- 4.05 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 Union Representative or another co-worker present. However, failure to have a Union Representative or co-worker present will not void any discipline or proceeding and will not be subject to a grievance. However, an employee who feels he has been unjustly disciplined or discharged may file a grievance at Step 3 as per Article 8, Clause 8:08 of the Collective Agreement.
- 4.06 A Negotiating Committee consisting of a Business Representative of the Union and not more than two (2) bargaining unit employees who have completed their probationary period, shall be appointed or elected by the Union. The function of such committee shall be to meet with the designated Company Representatives for the purpose of negotiating amendments to or a renewal of this Collective Agreement. Negotiating committee members will be granted time off with pay to attend at negotiations up to but not including conciliation for those hours they were scheduled to work.
- 4.07 No Union activity will be conducted on Company property or Company time other than as expressly provided for in this Collective Agreement.

**ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and acknowledges that it is the exclusive function of the Company, subject to the express provisions of this Agreement to:
- (a) maintain order, discipline and efficiency;

- (b) hire, retire, classify, transfer, direct, appoint, promote, demote, lay-off, recall, suspend and to discipline or discharge any employee for just cause provided that a claim by an employee who has completed the probationary period and acquired seniority that the employee has been discharged or disciplined without just cause may be the subject of a grievance and/or arbitration and dealt with as hereinafter provided;
- (c) make, enforce and alter from time to time reasonable rules and regulations and policies and procedures to be observed by the employees;
- (d) manage the enterprise in which it is engaged and without restricting the generality of the foregoing to determine the nature and any kind of business conducted by the Company the kinds and locations of operations, equipment and materials to be used; the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the modification, discontinuance or addition of occupational classifications, job procedures, processes or operations; methods of training; the qualifications of an employee to perform any particular job; the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Company.

5.02 The matters set out above and **all** other matters concerning the operations of the Company which are not specifically dealt with in this Collective Agreement shall be reserved to the Company and be with its exclusive responsibility.

#### **ARTICLE 6 - NO DISCRIMINATION**

6.01 The parties agree to abide by the Human Rights Code.

#### **ARTICLE 7 - STRIKES AND LOCKOUTS**

7.01 During the life of this Agreement the Company shall not cause or engage in any lockout nor shall the Union 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 the Canada Labour Code for the adjustment and settlement of disputes or for the avoidance of interruption of work shall have been exhausted.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 A grievance is defined as a difference arising either between a member of the bargaining unit and the Company or between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 Any grievance which is not presented within ten (10) calendar days following the event giving rise to such grievance, or from the time an employee should reasonably have been aware of the alleged grievance, shall be forfeited by the aggrieved party.

8.03 Step 1'

An employee who has a complaint shall first bring the issue verbally to the attention of his immediate Supervisor either alone or with his Steward if he so desires. The Supervisor shall render his decision verbally to the employee within ten (10) calendar days of being presented with the complaint.

Step 2

Failing settlement at Step 1, the employee either alone or with his Steward shall submit his grievance in writing within ten (10) calendar days to the Base Manager or his designate. The Base Manager or his designate shall render his decision in writing to the Union Steward within ten (10) calendar days after receipt of the grievance.

Step 3

Failing settlement at Step 2, a Business Representative of the Union may within ten (10) calendar days request a meeting with the Director of Operations or his designate to discuss the grievance. The Director of Operations or his designate shall render his decision within ten (10) calendar days of receipt of the meeting request or the meeting whichever is later.

Failing settlement at Step 3, the grievance may be submitted to Arbitration within twenty (20) calendar days after the decision has been received at Step 3.

8.04 Group Grievance

The Company **will** recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same.

8.05 Policy Grievance

A policy grievance may be lodged **by** either party in writing at Step 3 of the grievance procedure at any time within ten (10) days of the circumstances giving rise to the grievance. If such grievance is filed by the Company at Step 3 it shall be presented to the President of the Local Bargaining Unit or designate. If it is not satisfactorily settled, it may be referred to Arbitration in the same manner and to the same extent as the grievance of an employee.

## 8.06 Grievances must be submitted in writing, signed by the employee and shall list:

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

## 8.07 The time limits outlined in this Section may only be extended by mutual agreement between the Company and the Union.



8.08 Discharge or Discipline Grievances

An employee who feels that he has been unjustly disciplined or discharged may file a grievance at Step 3 within five (5) calendar days after the discipline or discharge occurs.

8.09 Grievances may be presented in connection with the discharge or layoff of probationary employees but shall not be arbitrable.

8.10 Written caution or reprimand notices placed on an employee's personnel file will be removed two (2) years following the date of issuance of the most recent caution or reprimand notice.

**ARTICLE 9 - ARBITRATION**

9.01 Either party may, within twenty (20) calendar days following conclusion of Step 3 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 3 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 fifteen (15) 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) It is understood and agreed that the Arbitrator **shall** have authority only to settle disputes under the terms of this Agreement and may only interpret and apply to this Agreement the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.
- (ii) The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it, nor to give any decision inconsistent therewith, nor to deal with any matter that is not a proper matter for **a** grievance under this Agreement nor to deal with any issue not specifically raised in the original grievance.

- (iii) If a discharge grievance goes to arbitration, the Arbitrator may:
  - (a) confirm the dismissal of the employee; or
  - (b) reinstate the employee with or without compensation; or
  - (c) substitute such other penalty for the discharge as the Arbitrator deems just and reasonable in all the circumstances.
- (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 Section may be extended by mutual agreement, in writing, with copies to both parties.

## **ARTICLE 10 - HEALTH AND SAFETY**

### Preamble

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

- 10.01 In order to eliminate as far as possible accidents and illness, a safety committee shall be established composed of an equal number of Union 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.
- 10.02 The Safety Committee shall consist of one (1) representative for the Company and one (1) representative for the Union as per present practice.

## **ARTICLE 11 - LEAVES OF ABSENCE**

### Preamble

The Company may or may not, at its discretion, grant a leave of absence without pay to any employee requesting such as stated below.

- 11.01 Employees requesting a 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.
- 11.02 On request from the Business Representative of the Union, the Company may or may not grant a leave of absence without pay to the Union Steward to attend Union conventions or educational sessions. Such request must be applied for in writing at least four (4) weeks prior to the commencement of the leave. The granting of such leave will be subject to the Company's operational requirements.

**1 103** An employee may or may not be granted a leave of absence without pay for a stated period of up to one (1) month without loss of seniority.

**11.04** An employee who is on leave of absence shall have the option of choosing to maintain the benefits normally covered by payroll deduction at employee expense for the total premium costs of such benefits ( employer and employee contribution) subject to the terms and conditions of the Group Insurance Plan

**11.05** An employee shall be granted Maternity and Child Care Leave in accordance with the Canada Labour Code.

The employee must request the leave of absence for Child Care Leave in writing to the Company accompanied by documents verifying the estimated or actual date of birth or adoption in accordance with the Canada Labour Code.

For those employees who provide the Company with medical confirmation of pregnancy related problems, the Company will attempt to assist them in performing their job duties by examining the availability of modified work options.

**1 106** In accordance with the terms and conditions of the Canada Labour Code, when bereavement occurs in the immediate family of an employee, the employee shall be allowed up to three (3) days leave immediately following the day of death. An employee's immediate family shall mean the employee's spouse (including common-law spouse), same-sex partner, employee's children, children of the employee's spouse, common-law spouse or same-sex partner, employee's parent, parent's spouse (including common-law spouse), parent's same-sex partner, employee's sibling, employee's mother-in-law or father-in-law, father or mother of employee's same-sex partner, mother-in-law or father-in-law's spouse (including common-law spouse), same-sex partner of the father or mother of the employee's same-sex partner, employee's grandparent, employee's grandchildren and any relative permanently residing in the employee's house or with whom the employee permanently resides.

**1107** Employees required by the Company to attend as a witness at Court, an investigation, or Coroner's Inquest as a result of cases arising out of his/her employment will be granted time off with pay.

## **ARTICLE 12 - SENIORITY**

**12.01** Upon successful completion of the probationary period an employee shall be credited with seniority as provided herein.

(a) Seniority is the length of continuous employment with the Company based on the employee's full or part-time status in the bargaining unit.

(b) Service is defined as the length of continuous employment with the Company.

**12.02 (a)(i)** A new full-time employee shall establish seniority as defined above upon successful completion of a probationary period of six (6) months and such seniority shall be effective from the most recent date of hire.

(ii) A part-time employee who has completed the part-time probation period in (b) below and is promoted to full-time status from part-time status shall establish

seniority as a full-time employee upon successful completion of a further trial period of two (2) months in the full-time capacity from the date of promotion.

If an employee promoted to full-time cannot perform to a level satisfactory to the Company within the two (2) month trial period he will be returned to the part-time unit and will be restricted from applying for a similar full-time position for a period of six (6) months.

(iii) A part-time employee who has not completed the part-time probationary period in (b) below and is promoted to full-time status from part-time status shall establish seniority as a full-time employee upon successful completion of the full-time probationary period as defined in 12.02 (a)(i) less the equivalent period of time served as a part-time employee at the date of promotion. For the purpose of this conversion, one hundred and sixty (160) hours worked shall equal one (1) month of full time probationary service.

(b) A new part-time employee shall establish seniority as defined above upon successful completion of a probationary period of six (6) months or 520 hours, which ever is greater and such seniority shall be effective from the most recent date of hire.

12.03 The Company reserves the sole right to make decisions regarding the termination or retention of an employee at any time during their probationary period. Grievances may be presented in connection with the discharge or layoff of probationary employees but shall not be arbitrable.

12.04 An employee shall lose his seniority and shall be deemed terminated if he:

- (a) resigns
- (b) is discharged for just cause
- (c) is absent without leave
- (d) fails to return from layoff under the recall procedures
- (e) has been laid off and not been recalled to work
- (f) is retired
- (g) is a part-time employee who has not been scheduled for work for a period of three (3) months.

## **ARTICLE 13 - IT VACANCIES AND NS**

13.01 Without prejudice to the rights reserved under Section 5 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, productivity, ability, experience and qualifications to do the work required, the employee possessing the greater seniority shall receive preference.

13.02 Subject to clause 13.03 and 13.04 prior to filling any vacancies in regular full-time positions covered by the terms of this Agreement, the Company shall post a notice of the vacancy for a minimum of five (5) calendar days and interested employees may make application for such position.

Part-time vacancies will not be posted and will be filled at the discretion of the Company.

- 13.03 (a) Full time vacancies within the bargaining unit as determined by the Company will be filled in accordance with Article 13.01 and 13.02 above. Where full-time vacancies remain vacant following the completion of the procedure as outlined in 13.01 and 13.02 the Company may hire a new employee to fill the position.
- (b) Temporary full-time vacancies within the bargaining unit caused by absence due to long term illness, accident and leaves of absence (including maternity and child care leave) will be posted in accordance with Article 13.01 and 13.02 above.
- (c) Temporary full-time vacancies caused by vacations, short term illness, the vacating of a position while the posting procedures are being completed and transfers need not be posted. Such temporary full-time vacancies will be filled in accordance with Article 13.01 above.
- 13.04 The Company may temporarily assign any person to fill a vacancy, pending the selection of the successful candidate and completion of the job posting procedures and such temporary vacancy need not be posted.
- 13.05 a) The Company will identify a date in January of each calendar year when part time employees will be allowed to write the qualifying test for potential full time position vacancies. Part time employees may continue to qualify for full time vacancies as part of the normal bidding process during the calendar year that they successfully passed the qualifying test. Failure to pass the qualifying test will result in the part time employee being unable to bid on a full time position during that calendar year.
- b) Once a part time Passenger Service Agent has successfully qualified for a temporary full time position he/she will remain qualified for the length of that temporary full time position. In the event the calendar year ends and the successful candidate writes the annual test and fails, he/she will continue in his/her temporary full time position until the completion of the temporary full time position but will not be eligible for any other full time positions in that calendar year.
- Once a part time Passenger Service Agent has successfully passed the annual test and has been promoted to a permanent full time position in the qualifying year, he/she will not be required to write the qualifying test again.
- 13.06 In order to prevent misunderstandings with respect to the process of full time Passenger Service Agents exercising their seniority for the purpose of bidding shift rotations, the parties agree to the following:
1. It is understood and agreed that the scheduling of employees is and will continue to be the exclusive function of the Company and nothing herein restricts that right.
  2. The current schedule and/or schedules amended or posted in the future shall not be construed as a guarantee of days of work, shifts of work, the number of days off from work, either in a day, week or month.
  3. The approval of full time shift trade requests is at the sole discretion of the Company. Shift trade requests are normally between one full time employee and another full time employee. However, at the discretion of the Company, full time employees may be allowed to trade shifts with part time employees who have been with the Company for a period of six (6) months or more.

4. Requests for shift trades will be kept to a minimum and will only be approved by the Supervisor for reasons which are acceptable to the Company taking into account operational requirements.
- 5 (a) When a full time vacancy exists, the vacancy will be posted and filled in accordance with the Collective Agreement.
- (b) The successful candidate will be assigned the shift rotation applying to the vacancy for the remainder of the monthly schedule or as required to allow time to complete the shift bid process.
- (c) Fulltime Passenger Service Agents wishing to exercise their seniority and bid the vacant or new shift rotation or a subsequent available shift rotation will submit their names in writing to the Base Manager within forty-eight **(48)** hours of posting of a notice for shift preference bidding.
- (d) Those full time employees wishing to maintain their current shift rotation will not submit their name and will not be affected by the process. These individuals will have their shift rotations protected and will not participate in the shift bid process.
- (e) All those full time Passenger Service Agents who submitted their names indicating that they wish to participate in the shift bid process will be required to attend a meeting to be scheduled by the Company. The Company will then identify all available shifts for bid. The employees will then be asked by full time seniority to choose their shift preference. Each employee involved in the process will be required to pick a shift rotation until all remaining shift rotations have been assigned.
- (9)** Implementation of the shift bid process results will be at the discretion of Company giving regard to the operational requirements and the issuance of the normal monthly schedule.
- (g) **All** new shift assignments will remain in effect until the next available vacancy exists at which time the process may be initiated again.

#### **ARTICLE 14 - LAYOFF AND RECALL**

- 14.01 (a) When the Company determines that there is to be a reduction of staff at the Thunder Bay base, it shall be accomplished in reverse order of seniority and status (full-time or part-time) at the base according to the procedure herein provided that the employee who is retained can perform the available work without training.

It is not the intent of the Company to reduce the full-time staff positions in favour of part-time positions except to accommodate changes to scheduling and operational requirements.

- (b) Temporary employees working at the base shall revert ~~to~~ their previous status and position.
- (c) Recall: When a vacancy occurs within the bargaining unit the following procedure will be used provided that the employee recalled can perform the available work without training.

1. Full-time Vacancies:

- (i) Offer the vacancy to the most senior full-time employee who is currently laid off.
- (ii) Fill the vacancy through the posting procedure.

2. Part-time Vacancies:

- (i) Offer the vacancy to the most senior part-time employee who is currently laid off.
- (ii) The vacancy will be filled at the discretion of the Company.

14.02 Notice of layoff will be in accordance with the provisions of the Canada Labour Code. The Company shall notify employees who are to be laid off fourteen (14) calendar days prior to the effective date of the layoff.

In the event of a labour dispute (strike or lockout) involving the Company and another bargaining unit not represented by the United Food and Commercial Workers Union, notice of layoff will be in accordance with the provisions of the Canada Labour Code.

14.03 (a) Employees shall have bumping rights in accordance with their seniority in the classification and status at the base.

(b) A Part-Time employee in a layoff situation shall not have the right to bump a Full-time employee.

14.04 The Company shall give notice of recall initially by a person to person telephone call. A written recall notice will also be sent by registered mail to the employee's last address on file with the Company. The employee shall keep the Company advised at all times of his current address and telephone number.

14.05 Within forty-eight (48) hours of receiving the recall notice, the employee must notify the Director of Human Resources or his designate, by a person to person telephone call followed by a registered letter whether he will accept or decline the recall. Failure of an employee to reply to a notice of recall within forty-eight (48) hours of receiving notice (telephone or mail) he shall be deemed to have resigned.

14.06 Full-Time employees shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:

- (a) a period equal to his seniority at the commencement date of the layoff; or
- (b) one (1) year.

14.07 Part Time employees shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:

- (a) a period equal to his seniority at the commencement date of the layoff; or
- (b) six (6) months.

## **ARTICLE 15 - WAGES AND CLASSIFICATION**

15.01 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" of this Agreement.

15.02 To provide appropriately for new work or for substantial change in work normally and regularly assigned, the Company, as per Article 5, may revise any occupational classification affected or prepare a new occupational classification. The rates of pay thereof shall be subject to the Union's agreement.

15.03 The Company agrees that wages shall be paid semi-monthly on or about the seventh (7th) and twenty-second (22nd) day of each month. When the date is interfered with by the occurrence of a paid holiday the regular pay day may be delayed.

The employees will be paid by direct deposit or by cheque as determined by the Company.

15.04 **All** changes to payroll will become effective at the beginning of the next nearest payroll period (ie. 1st or 16th of the month).

15.05 Students

In order to prevent misunderstandings with respect to the use of students and the working relationship between students and employees of the bargaining unit, 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 classification covered by the Agreement where such employment is for a term necessary to assist such student with the requirements of their educational program.
2. Students **will** not become members of the Union and shall not attain any rights or privileges under this Agreement.
3. The Company will inform the Union of the names of such students and also the period of service.
4. No regular full time or part time employees will suffer a reduction of hours because of the employment of students under this program.

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

16.01 The normal hours of work for full-time employees will be up to forty (40) hours per week and up to eight (8) hours per day.

16.02 Notwithstanding the above, the normal work week and days may be varied to accommodate operational requirements.



- 16.03 a) Part time employees may be scheduled up to twenty-nine (29) hours per week according to skill, productivity, ability, experience, qualifications to do the work and seniority.
- b) Part time employees will normally be provided with two (2) consecutive days off in every two (2) week period.
- 16.04 Part-time employees may be scheduled more than twenty-nine (29) hours per week in accordance with Article 13 of the Agreement.
- 16.05 The Company will endeavour to not schedule part-time employees more hours than a regular full-time employee.
- 16.06 Schedules of work shall be posted ten (10) calendar days prior to the start of the next schedule.
- 16.07 Schedules may be changed from time to time, due to operational requirements, at the discretion of the Company. Affected employees will be notified by management of schedule changes.
- 16.08 Full time employees will normally be given two (2) consecutive days off in a normal work week.
- 16.09 Call-in and Overtime
- The Company will endeavour to allow regular full-time employees an opportunity to increase their hours up to forty (40) hours per week so long as in doing so, the Company does not incur overtime.
- 16.10 Part-time employees who are not scheduled to their maximum hours per week will be offered available hours by seniority.
- 16.11 (i) Call-In Procedure
- If the Company deems that a shift need to be replaced the following call in procedure will occur until an employee is selected or (a) to (h) is completed. The Company will keep a log of all call ins. When the Company calls the employee and a message can be left, the message shall include allotted time under 16.11 (ii). Employees will not be eligible for the call in procedure in 16.11 (i) if they are on a switch shift for the day the call in is required.
- (a) As per the Collective Agreement under Article 16, Clause 16.09 and 16.10.
- (b) After (a) above, full time employees on days off starting with the senior employee.
- (c) After (b) above, part time employees on days off starting with the senior employee.
- (d) After (c) above, full time employees on shift if there is no conflict with hours starting with the senior employee.
- (e) After (d) above, part time employees on shift if there is no conflict with hours starting with the senior employee.

(9) After (e) above, adjust shift for full time employees starting with the senior employee.

(g) After (9) above, adjust shift for part time employees starting with the senior employee.

(h) After (g) above, will not fill vacant shift.

16.11 (ii) Time Frame for calling employees for overtime

The Company will wait the allotted time before proceeding to the next employee or next step:

1) Same Day – ten (10) minutes per employee

2) Same **Week** – thirty (30) minutes per employee

3) Over One (1) Week – Twenty-four (**24**) hour period per employee

16.12 (a) A full-time and part-time 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.

(b) If the employee as a result of such call-in works in excess of eight (8) hours that day, he will be paid at the overtime rate of pay for all hours worked in excess of eight (8) hours that day.

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

16.13 Authorized overtime in excess of eight (**8**) hours per day and forty (**40**) hours per week shall be paid for at the rate of time and one-half (1 1/2X) the employee's regular hourly rate exclusive of any premiums for **all** hours worked.

16.14 Meal Periods and Breaks

Any employee scheduled to work more than a four (**4**) hour but less than six (6) hour shift may be entitled to a fifteen (15) minute paid break subject to operational requirements.

16.15 Any employee scheduled to work greater than a six (6) hour but less than a seven and one-half shift will be entitled to a thirty (30) minute unpaid meal period and one (1) fifteen minute paid break.

16.16 **Any** employee scheduled to work greater than a seven and one-half (7.5) hour shift **will** be entitled to a thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.

16.17 Any employee having completed their regularly scheduled shift and who is working authorized overtime will be entitled to a fifteen (15) minute paid break period after four (**4**) authorized overtime hours worked.

16.18 Minimum Scheduled Shift

The minimum scheduled shift shall consist of three (3) hours of work.

**ARTICLE 17 - VACATIONS**

17.01 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.

17.02 Preamble

The Company, upon determining its service requirements, shall approve vacations with pay to all Passenger Service Agents as defined in this Article.

a) Annual vacations with pay will be granted to all Passenger Service Agents in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
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 annual gross pay per eligible week.

17.03 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.

17.04 On January 5<sup>th</sup> of each year the Company shall post a vacation calendar for bidding purpose. Each Passenger Service Agent 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 Passenger Service Agent and one (1) part time Passenger Service Agent.

There will be a limit on vacation dates able to bid in the weeks between May 01 to September 30 inclusive. Only two (2) weeks by any one Passenger Service Agent shall be bid in this period.

It should be noted that the Company will allow one (1) full time Passenger Service Agent vacation request and one (1) part time Passenger Service Agent 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 Passenger Service Agent in the time frame allotted, the Passenger Service Agent will forfeit the vacation bidding process and the next Passenger Service Agent in seniority will get the option to bid.

Once all Passenger Service Agents 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>.

- 17.05 All 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 employee who has failed to designate his choice of vacation on such list shall be granted vacation on a first come basis for those available periods provided, a minimum of two (2) weeks written notice is given to the Company prior to the posting of the monthly schedule.
- 17.06 Vacations will normally be taken in blocks of five (5) consecutive working days.
- 17.07 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.
- 17.08 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.
- 17.09 Vacation pay for full-time employees shall be paid in accordance with established Company policy.
- Part-time employees will have their vacation pay paid out at the time vacation is taken.

#### **ARTICLE 18 - PAID HOLIDAYS**

- 18.01 In accordance with the provisions of the Canada Labour Code, the Company recognizes the following paid holidays:
- |                 |                  |
|-----------------|------------------|
| Good Friday     | Thanksgiving Day |
| New Year's Day  | Christmas Day    |
| Victoria Day    | Boxing Day       |
| Canada Day      | Labour Day       |
| Remembrance Day |                  |
- 18.02 The parties agree the Company may substitute or designate another day for any of the Statutory Holidays mentioned above in accordance with service requirements.
- 18.03 Full time employees will be allowed to bank five (5) Statutory Holidays. Employees must submit their requests to use these days in writing for approval by the Company one (1) week prior to the issuance of the monthly schedule. The following Statutory Holidays can not be banked: Christmas Day, Boxing Day, New Year's Day and Good Friday. Banked Statutory Holidays can be used until April of the following year.

#### **ARTICLE 19 - HEALTH AND WELFARE**

- 19.01 Each full-time 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 Union. 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.

19.02

### Sick Bank

#### **Preamble**

The Union and the Company agree that the following provisions are for those situations where the employees are legitimately unable to work as set *out* in Article 19.02

#### **Full-Time**

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

Effective January 1, 2006, full time Passenger Service Agent shall be entitled to a sick bank of three (3) working days prorated to their anniversary date. (i.e. – January – 1/12 of 3, March – 3/12 of 3, November – 11/12 of 3). Effective on the their anniversary date, each **full** time employee shall ~~be~~ entitled to a sick bank of three (3) working days

These days are non-cumulative from year to year, the maximum being three (3) 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.

#### **Part-Time**

Part-Time bargaining unit Employees may build up a sick bank of one (1) working day earned from the previous year. Each continuous period free of absence of twelve (**12**) months in the previous year shall result in one (1) day being credited to a Part Time Passenger Service Agent's sick bank.

This day is non-cumulative from year to year, the maximum being one (1) day at January 1.

Effective January 1, 1998 the above day must be utilized prior to any of the banked Statutory Holidays.

### 19.03 Pension

In order to prevent misunderstandings with respect to the pension plan the parties agree to the following:

1. The Company will continue to provide a Defined Contribution Plan for all employees.
2. All employees will be eligible to join the plan after twenty-four (24) months of continuous service with the Company subject to the requirements of the plan.
3. Eligible employees will contribute an amount equal to three percent (3%) of their earnings excluding overtime, bonuses, etc.
4. The Company will contribute, for eligible employees, an amount equal to three percent (3%) of the employee's earning excluding overtime, bonuses, etc.
5. All other terms of reference shall be as contained in the master contract and in accordance with any Government regulations covering such plans.

## **ARTICLE 20 - GENERAL**

20.01 The Union shall have the privilege of posting approved notices at specified places on the Company's premises. The Company shall be furnished copies of all such notices prior to their posting and shall require the Union to refrain from posting any notice which it considers to be objectionable.

20.02 Upon completion of an employee's probationary period the Company will provide an uniform in accordance with the present practice and terms and conditions. Hearing protection will be provided to the staff working at the counter. If an employee misplaces the hearing protection that employee will be responsible to purchase another at their own cost.

Employees will be required to sign a Uniform Agreement. The Agreement will set out a service period and a promise to pay for the amount of the uniform costs. The Agreement shall be enforceable as specified in the Agreement document should the employee fail to complete the determined service period (i.e. – employee dismissed prior to the completion of the service period or employee leaves the Company prior to the completion of the service period. The amount due to the Company will be pro-rated based on the length of time remaining in the service period.

20.03 Shift Premiums – Employees will receive premium pay for all hours worked between 11:30 p.m. and 5:00 a.m. of thirty cents (\$0.30) per hour in addition to their regular pay.

Shift premiums will not form part of the calculations for the purposes of overtime.

20.04 Lead Hand Premium – One dollar (\$1.00) in addition to their regular pay when assigned by the Company to provide direction to other Passenger Service Agents on the same shift.

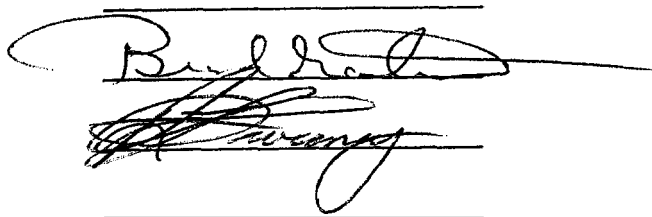
**ARTICLE 21 - DURATION OF AGREEMENT**

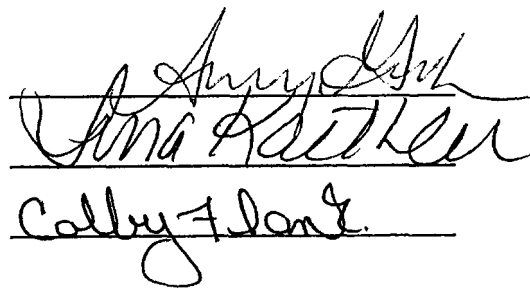
- 21.01 This Agreement shall be effective on December 1, 2005 and shall continue in full force and effect until November 30, 2008.
- 21.02 This Agreement shall renew itself without change on that date of each succeeding year, unless notification of termination of the Agreement, or of intended change to the Agreement, is served in writing by either party hereto, such notification to be served not more than four (4) months prior to the expiry date.

IN WITNESS WHEREOF the parties hereto have signed this Agreement at  
Thunder Bay, Ontario this 20<sup>th</sup> day of March, 2006.

For: **BEARSKIN LAKE AIR  
SERVICE LTD.**

For: **UNITED FOOD AND COMMERCIAL  
WORKERS CANADA - LOCAL 175**

  
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**APPENDIX "A"****PASSENGER SERVICE AGENT – THUNDER BAY, ONTARIO****WAGE SCALE**

	<u>Dec.1 2005</u>	<u>DEC. 1, 2006</u>	<u>DEC. 1, 2007</u>
5 & + YEARS	\$14.88	\$15.30	\$15.60
4 YEARS	\$13.75	\$14.14	\$14.43
3 YEARS	\$12.81	\$13.19	\$13.45
2 YEARS	\$11.67	\$12.02	\$12.26
1 YEAR	\$10.73	\$11.06	\$11.28
6 MONTHS	\$10.10	\$10.42	\$10.63
START	\$ 9.47	\$ 9.78	\$ 9.98



LETTER OF UNDERS

Between

BEARSKIN LAKE AIR SERVICE LTD.

and

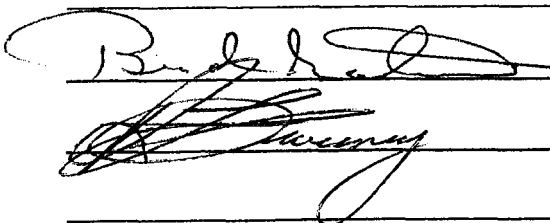
UNITED FOOD AND COMMERCIAL WORKERS CANADA  
LOCAL 175

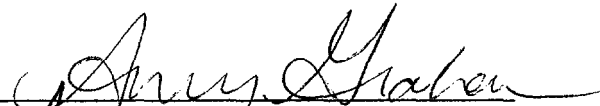

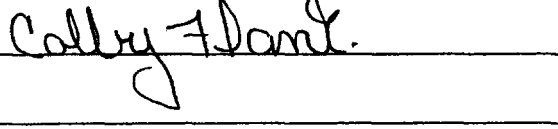
The Company agrees that in the application of Article 1.03 (a) it will not contract out the counter, cargo or reservations work performed by the bargaining unit during the term of this Collective Agreement.

Dated at Thunder Bay this 20 day of March, 2006.

For: Bearskin Lake Air Service Ltd.

For: United Food & Commercial Workers  
Canada – Local 175



### Overtime Bank

Effective January 1, 2006, full time employees **will** be allowed to bank overtime up to **sixty** (60) hours and part time employees will be allowed to bank overtime up to thirty (30) hours per calendar year.

This will not be part of the Collective Agreement, however, this policy has been agreed to by the Company and the Union.

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