

**PERIMETER AVIATION LP
(Operating as Bearskin Airlines)**

FROM: December 14, 2019

TO: November 30, 2022

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832



PERIMETER AVIATION LP

(Operating as Bearskin Airlines)

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EXPIRY DATE: NOV. 30, 2022

AGREEMENT BETWEEN:

**PERIMETER AVIATION LP
(operating as Bearskin Airlines),
hereinafter called "the Company"**

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL 832, herein after
called "the Union".**

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.

ARTICLE 1 RECOGNITION

1.01 The Company recognizes the United Food and Commercial Workers Canada, Local 832 as the bargaining agent for all employees of **Perimeter Aviation LP (operating as Bearskin Airlines)** employed as passenger service agents in the City of Winnipeg, Manitoba, excluding office and clerical staff, supervisors and those above the rank of supervisor, and employees subject to any other certification order issued by the Canada Industrial Relations Board.

1.02 The Union and the Company recognize that work done by bargaining unit members may also be 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 **The Union and the Company recognize that other employees of the Company and/or a third party may perform work of the bargaining unit on a temporary basis when required for staff shortages, short term illness and other emergency situations provided:**

- a. **it does not deny regular employees overtime hours;**
- b. **the Company cannot utilize its regular employees based on its operational requirements;**
- c. **there are no qualified employees on lay-off;**
- d. **the other employees or third party services do not result in a lay-off, displacement, reduction or demotion of regular employees; and**
- e. **the work performed doesn't extend beyond three (3) consecutive shifts. Union agreement shall be required for anything longer than three (3) consecutive shifts.**

1.04 The Company agrees that in the application of Article 1.03 it will not contract out the counter work performed by the bargaining unit.

1.05 Employment Equity

The Company and the Union recognize the need to conform to the Federal Governments 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) All employees shall be persons hired for a permanent full-time or part-time set shift. Whenever the permanent shifts are required to change to accommodate operational requirements, such shifts shall be bid upon by seniority.

- b) "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.
- c) "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. In scheduling part-time employees, preference in available hours of work in a week shall be given to senior part-time employees insofar as this is consistent with their availability and ability to perform the work. If, after the schedule is posted, a senior part-time employee refuses to work an additional shift offered by the Company, the Company may, at its discretion, offer the next employee in line of seniority the available hours for that week.
- d) 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, for example illness, leaves of absence, vacations, training, 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.
- e) A regular part-time employee **who works less than twenty-four (24) hours per week on a continuous basis** 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.
- f) A "term" employee is where the Company needs an employee to replace a permanent employee who is on vacation, on approved leave of absence, short term or long term disability, Workers Compensation, modified work assignment, or for a special assignment or project and whose assignment will be of a limited duration and in any event no longer than one (1) year. A term employee will be informed of the start and end dates of the term position they are filling. If the employee filling the term position is a new hire they will be terminated at the end of the term. If the employee filling the term position is an existing employee of the Company they shall be returned to their former position, at the end of the term. The length of a term position may be extended beyond one year with concurrence of the Union. Such concurrence will not be unreasonably withheld.

- g) "Probationary Period" means the assessment period for newly hired employees prior to their being considered permanent employees. For the purposes of this collective agreement probationary period means a probationary period of six (6) months or seven hundred and fifty four (754) hours whichever is greatest from the date of hire in the bargaining unit. The Company, at its discretion, may discharge any probationary employee within the above time limit and said employee shall have recourse to the Grievance procedure but no access to the Arbitration articles of this Agreement.
- h) Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.
- i) Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.
- j) A layoff of an employee shall be deemed to occur when an employee is removed from the work schedule for one (1) week or more due to lack of work.

ARTICLE 3 UNION SHOP

3.01 The Company shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

3.02 The Company shall acquaint each new employee and rehired employee, at the time of employment, with the fact that a Union Agreement is in effect and with the conditions set out in 3.01 and 4.01. The Company will provide the new employee with a **digital** form supplied by the Union (Exhibit One). During the time of New Hire Orientation, management will introduce the new employee to their Union Steward if they are on shift, or their Union Representative, who will have ten (10) minutes with the employee to provide the new employee information about the Union and an opportunity to familiarize themselves with their rights and responsibilities. The Union Steward **and/or the Company** will collect the completed Exhibit One **and digitally provide it to the Union.**

3.03 The Company shall provide the Union, once a month, with an **electronic Excel** list containing the names and Social Insurance Numbers of all employees who have terminated their employment, **retired, been laid off, are off on sick leave or any other leave of absence**, during the previous month.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues, initiation fees and assessments automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction, indicating which deductions were dues and which were initiation fees or assessments. The Company shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

4.02 Each year the Company shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip of each employee by no later than February 28th.

4.03 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.

4.04 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.

ARTICLE 5 UNION STEWARDS AND COMMITTEES

5.01 The Company shall recognize one (1) Union Steward and one (1) alternate 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.

5.02 The Union shall notify the Company in writing of the name of its stewards and whenever there is a change. The Company will not be required to recognize the stewards until it has been notified in writing by the Union.

5.03 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 **Eastern** Regional Manager or designate and on resuming regular duties, they will report to the **Eastern** Regional Manager 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 **percent** (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.

5.04 The Company and the Union shall not discriminate against any union steward or any member of the bargaining unit for exercising their rights under the terms of the Collective Agreement or because of any employee's activity or lack of activity in the Union.

ARTICLE 6 UNION REPRESENTATIVE'S VISITS

6.01 Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Company's operations that they have security clearance to visit for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

6.02 The full-time Union Representative shall interview employees during their meal and/or rest periods, whenever possible. However, if the interview must occur during the employee's working hours, the Company shall allow each employee up to ten (10) minutes of paid time off in order to meet with the full-time Union Representative.

6.03 Discussions between the full-time Union Representative and a bargaining unit member shall be held in private so as to not distract other employees. Any such meeting shall take place in a location that is acceptable to the Union.

6.04 No Union activity will be conducted on Company property or Company time other than as expressly provided for in this Collective Agreement.

ARTICLE 7 MANAGEMENT RIGHTS

7.01 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, classify, transfer, direct, appoint, promote, demote, lay-off, recall, suspend and to discipline or discharge any employee for just cause
- 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.

7.02 In administering this Agreement, the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 8 HOURS OF WORK

8.01 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, worked in five (5) consecutive days.

8.02 The normal work week and days may be varied to accommodate operational requirements. Unless mutually agreed there shall be no split shifts for employees.

- 8.03
- a) Part time employees may be scheduled up to twenty-nine (29) hours per week, by seniority provided they are able to do the job.
 - b) Part time employees will normally be provided with two (2) consecutive days off in every two (2) week period.

8.04 Part-time employees may be scheduled more than twenty-nine (29) hours per week in accordance with Article 2.01 (d) of the Agreement. The Company **shall** not schedule part-time employees more hours than a regular full-time employee.

8.05 Monthly schedules of work shall be posted ten calendar days prior to the beginning of the next month.

8.06 The issued monthly schedule aforementioned in **8.05** may be changed at the discretion of the Company from time to time, due to operational requirements. Notification to affected staff will be done by the following means:

- 1) If management and affected staff are on shift when the schedule changes management will notify staff directly.
- 2) All affected staff not on shift when the schedule changes will be notified by email to the employee's jvops account and to their home email address if it has been provided by the employee to management.

8.07 Full time employees will normally be given two (2) consecutive days off in a normal work week.

8.08 **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.

8.09 Part-time employees who are not scheduled to their maximum hours per week will be offered available hours by seniority.

8.10 **Call-In Procedure**

- a) If the Company deems that a shift or a portion of a shift is needed to be replaced, the following call in procedure will occur. In the course of the call in procedure, the Supervisor will assure that all applicable steps of the call in process should be completed in its entirety. The Company will keep a log of all call ins. Call ins shall be offered as follows:

1. Full time employees who have not been scheduled forty (40) hours provided no overtime is incurred and the employee is available for the call in shift.

Failing which

2. Part time employees by seniority to bring their hours up to a maximum of twenty nine (29) hours and are available for the call in shift.

Failing which

3. Part time employees by seniority to bring hours up to a maximum of forty (40) hours and are available for the call in shift.

Failing which

4. The Company/Lead hand may attempt to juggle shifts, extend shifts to provide the required coverage of the call in shift.

Failing which

5. Overtime shall be offered to the senior available full time employee.

Failing which

6. Overtime shall be offered to the senior available part time employee.

Failing which

7. Overtime shall be offered to full time employees on site for all or part of the available shift at the discretion of Management.

Failing which

8. The shift will be assigned to the Junior Employee who is available.

- b) The Company agrees to leave a telephone message for the employee called using the process outlined above, however, the Company will continue to call employees down the list to find a replacement. In the event a message is returned by an employee who was called, the first employee to contact the Company shall receive the call in.

Employee's may refuse to work any overtime assigned by the Company in order to carry out the employee's family responsibilities such as treating an illness or injury, carrying out responsibilities related to the health or care of any of their family members, carrying out responsibilities related to the

education of any of their family members who are under 18 years of age, addressing any urgent matter concerning themselves or their family members, or attending their citizenship ceremony if they have taken reasonable steps to carry out their family responsibility by other means, so as to enable them to work overtime and they are still required to carry out that responsibility during the period of the overtime.

8.11 Employees will be allowed to bank overtime so that the time may be used at a later time. The amount of hours banked will be one and one-half (1½ X) times the number of overtime hours worked. For example, if an employee worked four (4) hours of overtime and chose to bank it, the banked amount would be six (6) hours. Each time an employee works overtime the Company will pay out the overtime unless the employee tells their supervisor at the time they agree to work it that they would like that overtime to be banked.

Full time employees will be allowed to bank up to sixty-four (64) hours and part-time employees will be allowed to bank overtime up to thirty-two (32) hours per calendar year.

- 8.12**
- 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.

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

8.13 Authorized overtime in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1½X) the employee's regular hourly rate exclusive of any premiums for all hours worked.

8.14 **Meal Periods and Breaks**

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

8.15 Any employee scheduled to work six (6) or more hours but less than a seven and one-half hour shift is entitled to a thirty (30) minute unpaid meal period and one (1) fifteen minute paid break.

8.16 Any employee scheduled to a seven and one-half (7.5) hour shift or more is entitled to a thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.

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

8.18 Any employee who has been authorized to work through any meal breaks because of operational requirements shall be paid the equivalent amount of time as the break they worked through.

8.19 **Minimum Scheduled Shift**

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

8.20 **Breaks for Medical Reasons or Nursing**

Every employee is entitled to and shall be granted any unpaid breaks that are necessary for medical reasons or for them to nurse or to express breast milk.

On written request by the Company, the employee must provide a certificate issued by a health care practitioner setting out the length and frequency of the breaks needed for medical reasons.

8.21 **Time Off Between Shifts**

All employees shall be granted a minimum of eight (8) hours of rest between shifts, unless mutually agreed otherwise.

8.22 **Flexible Work Arrangements**

An employee who has completed six (6) consecutive months of continuous employment with the Company may request from the Company a change to the following terms and conditions of employment:

- (a) the number of hours that the employee is required to work;**
- (b) the employee's work schedule;**
- (c) the employee's location of work; and**
- (d) any terms and conditions that apply to the employee and that are prescribed by regulation.**

All requests shall be made in writing and shall include

- (a) the employee's name;**
- (b) the date on which the request is made;**
- (c) a description of the change to the terms and conditions of employment that is requested;**
- (d) the date on which the change would take effect and, if the change is intended to be temporary, the date on which the change would cease to have effect;**
- (e) an explanation of the effect that, in the employee's opinion, the requested change would have on the Company and the manner in which, in the employee's opinion, the Company could manage that effect; and**
- (f) any information that may be prescribed by regulation.**

Company shall: Upon receipt of any request for a flexible work arrangement the

- (a) grant the request;**
- (b) offer to grant the request in part or to make an alternative change to the terms and conditions of employment; or**
- (c) refuse the request on one or more of the following grounds:**
 - (i) the requested change would result in additional costs that would be a burden on the Company,**
 - (ii) the requested change would have a detrimental impact on the quality or quantity of work within the Company's industrial establishment, on the ability to meet customer demand or on any other aspect of performance within that industrial establishment,**
 - (iii) the Company is unable to reorganize work among existing employees or to recruit additional employees in order to manage the requested change,**
 - (iv) there would be insufficient work available for the employee if the requested change was granted, and**
 - (v) any ground prescribed by regulation.**

The Company shall, as soon as possible and not later than thirty (30) days after receiving the request, give written notice to the employee of their decision. Prior to agreeing to change a current condition of employment outlined in this agreement the Company must have agreement with the Union in writing.

ARTICLE 9 SENIORITY

9.01 Upon successful completion of the probationary period an employee shall be credited with seniority as provided in this agreement. For the purposes of this agreement seniority is the length of continuous employment in the bargaining unit based on the employees last date of hire with the Company in the bargaining unit.

9.02 A new employee shall establish seniority as defined above upon successful completion of a probationary period of six (6) months or 754 hours whichever is greatest and such seniority shall be effective from the most recent date of hire.

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

- (a) is duly discharged by the Company and is not reinstated through the grievance and arbitration procedure contained in the Agreement;
- (b) voluntarily quits, resigns or retires;
- (c) is subject to the applicable provisions of Article **20** – Layoff and Recall;
- (d) is a part-time employee who has not been scheduled to work for a period of six (6) months;
- (e) is absent from work without an approved leave of absence for more than three (3) consecutive working days unless a satisfactory reason is given by the employee. Sickness and/or proven inability to communicate with the Company shall be considered a satisfactory reason;
- (f) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given by the employee. Sickness and/or proven inability to communicate with the Company due to that sickness or a force majeure shall be considered a satisfactory reason; or
- (g) has his RAIC (Restricted Area Identification Card) revoked by WAA or Transport Canada preventing the individual to perform his work.

9.04 Employees from within the bargaining unit who accept a position with the Company which places them outside of the bargaining unit shall continue to accumulate seniority for a period of twelve (12) calendar months. Said employees may be returned at management's discretion, to the bargaining unit and their former job at any time during the twelve (12) month period. Employees who remain outside of the bargaining unit beyond the twelve (12) month time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit but shall not in such cases accumulate any seniority for the time period that they were outside of the bargaining unit beyond the twelve (12) month limitation.

9.05 No new employees shall be hired by the Company so long as there are qualified part-time employees who meet operational demand who are able and willing to perform the work required, or so long as there are employees who are on layoff status who are able and willing to perform the work required.

9.06 The Company shall give two (2) weeks' notice in writing or two (2) weeks' pay in lieu thereof, to any employee whose status is to be changed by the Company from full-time to part-time.

9.07 The Company shall provide the Union in January and July of each calendar year with an up-to-date seniority list of all full-time and all part-time employees covered under the terms of the Collective Agreement. Copies of the seniority list shall also be given to the Shop Stewards and a copy shall be posted on the bulletin board located on the Company's premises.

9.08 Seniority shall be the governing factor in all matters of promotion, awarding of a new full-time position or vacancy, and recall after layoff, providing the more senior employee has the qualifications and ability to be able to perform the work required.

Reverse order of seniority shall be the governing factor in all matters of demotion, layoff, and reduction to part-time, providing the more senior employee has the ability to be able to perform the normal functions of the job.

ARTICLE 10 JOB POSTINGS, VACANCIES AND PROMOTIONS

10.01 Subject to clause **9.08** 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. Where there are full-time employees on lay-off the vacancy shall be offered to the laid off employees prior to hiring any new outside employee to fill the position.

10.02 Temporary full-time vacancies within the bargaining unit caused by absence due to long term illness, accident and leaves of absence (including maternity and parental leave) will be posted in accordance with **10.01**.

10.03 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 **9.08**.

10.04 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.

10.05 Full time vacancies within the bargaining unit as determined by the Company will be filled in accordance with **9.08** and **10.01**. Where full time vacancies remain vacant following the completion of the procedure as outlined above, and no qualified employees remain on lay-off, the Company may hire new employees to fill the position.

10.06 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 schedules, 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 shift trade requests is at the sole discretion of the Company and will not be unreasonable in its' approval or denial of a shift change. Shift trades will not be allowed for those employees on probation. Shift trades will be paid for hours worked at straight time and such hours worked will not be used in any overtime calculation in the collective agreement. Both ends of the shift change must be completed within the following month. Shift trades are intended to accommodate unforeseen circumstances or appointments for an employee.
4.
 - 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 schedules applying to the vacancy for the remainder of the monthly schedule or as required to allow time to complete the shift bid process.

- c) Full time Passenger Service Agents wishing to exercise their seniority and bid the vacant or new shift schedules or a subsequent available shift schedules will submit their names in writing to the Supervisor 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 schedules will not submit their name and will not be affected by the process. These individuals will have their shift schedules 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 schedules until all remaining shift schedules have been assigned.
- f) 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.

10.07 Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time employees. The intent of this language is not to force the hiring of a full-time position if the business case does not warrant the replacement of a full-time position.

10.08 If within forty (40) shifts worked from the date an employee commenced work in a new full-time position, the employee proves to be unsatisfactory to the Company the employee shall be returned to the former position and former rate of pay without loss of seniority. Any other employee(s) affected may also be returned to their former position(s) and former rate(s) of pay without loss of seniority and without any notice. If any employee is returned to their former position they will be restricted from applying for a similar position for six (6) months.

ARTICLE 11 GENERAL HOLIDAYS

11.01 The Company recognizes the following paid holidays:

- | | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Terry Fox Day | |

11.02 Full time employee will be allowed to bank six (6) General Holidays provided they work the General Holiday. Employees must submit their request 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 cannot be banked: Christmas Day, Boxing Day, and New Year's Day. Banked General Holidays can be used until April of the following year. Any unused banked General Holiday from the previous calendar year not requested by January 10th each year will be scheduled by the Supervisor to be taken by March 31st of each year.

11.03 In order for an employee to qualify for a general holiday with pay the employee must not have been voluntarily absent from their scheduled work day immediately prior to and following such holiday. Vacation, illness, injury, or any other authorized leave of absence shall not disqualify an employee.

11.04 The amount of general holiday pay received by full-time and part-time employees shall be calculated in accordance with the provisions outlined in the Canada Labour Code.

11.05 Employees who work on a general holiday shall be paid at the rate of one and one-half (1½ X) times their regular rate of pay for all time worked in addition to their general holiday pay or they will have the choice to bank any of the allowed six (6) holidays.

ARTICLE 12 VACATIONS

12.01 **Effective January 1st, 2020, the following will apply:**

Vacation accrues one (1) year behind, and runs on the January 1 – December 31 calendar year of the respective year for accumulation, to be used during the next calendar year.

All full-time employees are eligible for vacation accumulation, based on their respective years of service, to be used during the next vacation year. The accrual is pro-rated based on the employee's start date.

Part-time employees do not accumulate vacation; they are paid a percentage on each pay run respective to their years of service.

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

12.03 Annual vacations with pay will be grant to all Passenger Service Agent in accordance with the following schedule.

(a) Annual vacations with pay will be granted to all full-time employees in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
After completing one (1) year	4% or 80 working hours
After completing five (5) years	6% or 120 working hours
After completing ten (10) years	8% or 160 working hours
After completing fifteen (15) years	10% or 200 working hours

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

(b) Part-time employees do not accumulate vacation time; they are paid a percentage on each pay run respective of their years of service.

<u>Length of Service</u>	<u>Vacation</u>
After completing one (1) year	4%
After completing five (5) years	6%
After completing ten (10) years	8%
After completing fifteen (15) years	10%

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

12.04 Vacations are not cumulative and must be taken during the vacation year following that which the entitlement was earned.

12.05 Vacation bidding process will be as follows:

- (a) On October 1st 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.**
- (b) 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.**
- (c) On November 1st, a second bidding process for vacation will occur by seniority. The Employees will then be able to select alternative dates.**
- (d) The Company will allow one Passenger Service Agent vacation request per day to be completed on the vacation calendar.**

Once all Passenger Service Agents have submitted their requests on November 1st, the schedule will be finalized by Management and posted by November 15th. The posted vacation schedule with names and part time or full time status, will be updated as soon as possible per changes posted in an accessible area.

Any vacation requests after November 1st will be awarded on a first come first served basis.

12.06 All employees will bid for such holidays as they may be entitled to use in the calendar year following the bid period. After the November 1st 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.

12.07 Vacations will normally be taken in blocks of five (5) working days. No more than two (2) requests for single day vacation days per employee will be considered for approval.

12.08 In the event of unforeseen work load occurring by reason of emergency, the Company may seek volunteers from amongst employees who have vacation approved at that time to meet the additional work load.

12.09 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.

- 12.10 a) Full-time employees shall be paid their vacation pay paid in the pay period in which their vacation falls.
- b) Part-time employees will have their vacation pay paid out on each pay cheque.

12.11 When a general holiday occurs during an employee's vacation, the employee may choose to take an extra day's vacation if the holiday is one for which the employee would have received holiday pay had he been working or the employee may choose to bank the general holiday, unless this is a general holiday which is not bankable, such as Christmas Day, Boxing Day and New Year's day.

12.12 The Company agrees that an employee who is hospitalized or confined to their home as a result of hospitalization, during their vacation shall be entitled to reschedule the days of their vacation described above at a mutually acceptable time. The Eastern Regional Manager must be notified as soon as possible of this occurring.

ARTICLE 13 LEAVES OF ABSENCE

13.01 The Company may, at its discretion, grant a leave of absence without pay to any employee requesting such as stated in 13.02.

13.02 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.

13.03 Union Convention/Conference/Education Leave

On request from the Union Representative of the Union, the Company may grant a leave of absence without pay to the Union Steward to attend Union conventions, conferences 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. Such granting of the leave shall not be unreasonably withheld.

- 13.04 a) An employee may be granted a leave of absence without pay for a stated period of up to one (1) month without loss of seniority.
- b) Leaves of absences may be granted without loss of seniority to employees seeking to obtain non bargaining work with the Company that will provide new or improved airline customer service skills. The duration of the leave will not exceed one year.

13.05 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 (company and employee contribution) subject to the terms and conditions of the Group Insurance Plan

13.06 Negotiations Leave

A Negotiating Committee consisting of a Union 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.

The Company shall pay fifty percent (50%) of the cost of the meeting rooms for all negotiations, including caucusing, conciliation, mediation and interest arbitration if necessary.

The Company shall pay fifty percent (50%) of the costs of the printing of the Collective Agreements.

13.07 Maternity and Parental Leave

A female employee shall be granted a maternity leave of absence without pay by the Company. Said employee shall be re-employed by the Company after the birth and must return to work within seventeen (17) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Company a minimum of two (2) weeks' notice in advance of the day she intends to return to work.

An employee must request the leave of absence without pay for Parental 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. An employee entitled to Parental Leave shall be granted such leave.

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.

13.08 Bereavement Leave

- a) **In accordance with the terms and conditions of the Canada Labour Code, when bereavement occurs in the immediate family**

of an employee, eligible employees shall be allowed up to five (5) days that may be taken during the period that begins on the day on which the death occurs and ends six (6) weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. Employees who have been employed with the Company for at least three (3) consecutive months are eligible for paid Bereavement Leave for the first three (3) days, and such pay shall for all purposes be considered to be wages. Employees who have been employed with the Company for less than three (3) consecutive months are eligible for unpaid Bereavement Leave.

b) An Employee's immediate family members are defined as:

- Employee's Spouse or Common-law partner
- Employee's:
 - Father
 - Mother
- Spouse or Common-Law partner's
 - Father
 - Mother
 - Common-in Laws
- Employee's and Spouse/Common-Law Partner's
 - Children
 - Sibling(s)
 - Grandchildren
 - Grandfather / Great Grandfather
 - Grandmother / Great Grandmother
- Any relative of the Employee who resides permanently with the Employee.

“Common-law Partner” means a person who has been cohabitating with an individual in a conjugal relationship for at least one (1) year, or who have been so cohabitating with the individual for at least one (1) year immediately before the individual's death.

c) Eligible employees shall be granted time off without loss of pay for one (1) day to attend the funeral/memorial service for the following:

- Aunts
 - Uncles
 - Nieces
 - Nephews
 - Cousins (first)
- d) In the event of the death of a friend or an acquaintance of an employee, the employee shall be granted time off without pay to attend the funeral/memorial service.
- e) A request for Bereavement Leave must be made by the employee to their direct Manager or the Manager's designate as soon as possible after the death.
- f) An employee may be required to submit to their Manager or the Manager's designate proof of death.
- g) An employee who is eligible for paid Bereavement Leave will receive a maximum of three (3) days of pay at the employee's regular hourly rate of pay for their normal daily hours of work for Bereavement Leave requests. For example, if the employee's normal daily hours of work are eight (8) hours, the employee will receive a total maximum of twenty-four (24) hours paid Bereavement Leave.
- h) Bereavement Leave will not be considered as hours worked for the purposes of determining an employee's entitlement to compensation for overtime.
- k) Additional unpaid leave may be granted, upon the request of the employee to the direct Manager or the Manager's designate, where extensive travel is required to attend the funeral of the employee's immediate family member, non-immediate family member, and friends or acquaintances.
- l) Should a death occur and the internment is postponed, employees may defer one (1) day of their bereavement entitlement to attend the actual burial. The above will also apply to saving a date to attend a celebration of life at a later date.

13.09

Witness Leave

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.

13.10 Compassionate Care Leave

Employees may request time off for compassionate care purposes as identified in the Canada Labour Code and if so, shall be granted an unpaid leave of absence or absences which shall not exceed twenty-eight (28) weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement as per article 13.08 of the collective agreement. It is also understood that if the employee is receiving Employment Insurance for Compassionate Care Leave at the time of death, that they must declare the bereavement leave pay as earnings, under their EI claim.

13.11 Family Responsibility Leave

In the event of a serious medical injury or illness occurring to an employee's spouse, parent, child or other dependant, substantiated by medical documentation, the employee may request, and if so shall be granted, a leave of absence or absences which shall not exceed five (5) working days in total per calendar year. The purpose of this shall be to enable employees to attend to the needs of their ailing relative or dependant. Except for cases of emergency, employees will be required to give the **Company** forty-eight (48) hours' notice.

If the employee has completed three (3) consecutive months of continuous employment with the Company, the full-time employee is entitled to the first three (3) days of the leave with pay at their regular rate of wages for their normal hours of work, and the part-time employee is entitled to the first day of the leave with pay at their regular rate of wages for their normal hours of work. Such pay shall for all purposes be considered to be wages.

13.12 Personal Leave

Every employee is entitled to and shall be granted a leave of absence from employment of up to five (5) days in every calendar year for

- (a) treating their illness or injury;**
- (b) carrying out responsibilities related to the health or care of any of their family members;**
- (c) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;**
- (d) addressing any urgent matter concerning themselves or their family members; and**
- (e) attending their citizenship ceremony under the Citizenship Act.**

If the employee has completed three (3) consecutive months of continuous employment with the Company, the employee is entitled to the first three (3) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

The leave of absence may be taken in one (1) or more periods. The Company may require that each period of leave be of not less than one (1) day's duration.

The Company may, in writing and no later than fifteen (15) days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

13.13 Medical Leave

Every employee is entitled to and shall be granted an unpaid medical leave of absence from employment of up to 17 weeks as a result of

- (a) personal illness or injury;
- (b) organ or tissue donation; or
- (c) medical appointments during working hours.

If a medical leave of absence is three (3) days or longer, the Company may require that the employee provide a certificate issued by a health care practitioner certifying that the employee was incapable of working for the period of time that they were absent from work.

If an employee intends to take a medical leave of absence, they must give written notice to the Company of the day on which the leave is to begin and the expected duration of the leave at least four (4) weeks before that day, unless there is a valid reason why that notice cannot be given, in which case the employee must provide the Company with written notice as soon as possible.

An employee must provide the Company with written notice of any change in the length of their medical leave of absence as soon as possible.

An employee is entitled, on written request, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on a medical leave of absence under this Division and for which the employee is qualified, and on receiving that request, the Company must provide the information to the employee.

The pension, health and disability benefits and the seniority of an employee who is absent from work due to medical leave under the collective agreement shall accumulate during the entire period of the medical leave of absence.

If contributions are required from an employee in order for the employee to be entitled to benefits mentioned above, the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any medical leave of absence unless, at the commencement of the absence or within a reasonable time after, the employee notifies the Company of the employee's intention to discontinue contributions during that period.

A Company who pays contributions in respect of a benefit mentioned above must continue to pay those contributions during an employee's medical leave of absence in at least the same proportion as if the employee were not absent, unless the employee does not pay the employee's contributions, if any, within a reasonable time.

13.14 Leave for Victims of Family Violence

Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to ten (10) days in every calendar year, in order to enable the employee, in respect of such violence,

- (a) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
- (b) to obtain services from an organization which provides services to victims of family violence;
- (c) to obtain psychological or other professional counselling;
- (d) to relocate temporarily or permanently; or
- (e) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.

If the employee has completed three (3) consecutive months of continuous employment with the Company, the employee is entitled to the first five (5) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

An employee is not entitled to a leave of absence with respect to any act of family violence if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

The leave of absence may be taken in one (1) or more periods. The Company may require that each period of leave be of not less than one (1) day's duration.

The Company may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

13.15 Leave for Traditional Aboriginal Practices

Every employee who is an Aboriginal person and who has completed three consecutive months of continuous employment with the Company is entitled to and shall be granted an unpaid leave of absence from employment of up to five (5) days in every calendar year, in order to enable the employee to engage in traditional Aboriginal practices, including

- (a) hunting;
- (b) fishing; and
- (c) harvesting.

The leave of absence may be taken in one (1) or more periods. The Company may require that each period of leave be not less than one (1) day's duration.

The Company may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation that shows the employee as an Aboriginal person. The employee shall provide that documentation only if it is reasonably practicable for him or her to obtain and provide it.

ARTICLE 14 DISCIPLINE

14.01 A Union Steward, or in the absence of a Union Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when a member of the bargaining unit is being disciplined or is being discharged. A full-time Union Representative shall be notified by the Company prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so. An employee may, in writing waive their right to representation by a Steward, Union Representative or other employee from the bargaining unit at any disciplinary meeting and in such a case failure to have a Union Representative/Steward or co-worker present, at the choice of the employee, will not void any discipline or proceeding.

14.02 All disciplinary meetings shall be held in private and shall take place in a location on the Company's premises within the Airport Terminal Building.

14.03 The affected employee, the Union Steward who is involved, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an employee's personnel file and shall be given a copy of any discharge notice that is given to an employee. In all cases of discipline or discharge the Company shall notify the affected employee, the Union Steward who is involved, and the Union, in writing, of the exact reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected employee and the Union Steward who is involved, immediately, and they will forward the notice to the Union office using the Company's fax before they leave the building.

14.04 The Company's shall remove all written disciplinary notices from the employee's personnel file two (2) years. The Company shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of two (2) years shall not include periods of layoff.

14.05 Employees covered by this Agreement shall have access to their own personnel file. All personnel files are housed **electronically with the Company's Payroll Office in Winnipeg**. Once per year, the **Payroll Administrator or designate** will identify a day that employees may view their files in Winnipeg. The files must be viewed in the presence of the **Payroll Administrator or designate**, and copies of any articles may be requested at that point. If any person puts in a second request in a one year period, there will be a charge of \$1.00/page for any copies requested.

ARTICLE 15 GRIEVANCE PROCEDURE

15.01 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.

15.02 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.

15.03 **Step 1** - An employee who has a complaint shall first bring the issue verbally to the attention of **the Eastern Regional Manager or designate** either alone or with his Steward/Union Representative if he so desires. The **Eastern Regional Manager or designate** 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 through his Steward/Union Representative shall submit his grievance in writing within ten (10) calendar days to the **Director of Eastern Operations** or his designate. The **Director of Eastern Operations** 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 Union Representative of the Union may within ten (10) calendar days request a meeting with the **Eastern Regional Manager** or his designate to discuss the grievance. The **Eastern Regional Manager** 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.

15.04 **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.

15.05 **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.

15.06 Grievances must be submitted in writing, signed by the employee/Union Representative and shall list:

- a) the nature of the grievance;
- b) the provisions of the Collective Agreement alleged to have been violated;
- c) the remedy requested.

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

15.08 **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.

15.09 Grievances may be presented in connection with the discharge or layoff of a probationary employee but shall not be arbitrable.

ARTICLE 16 ARBITRATION

16.01 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.

16.02 In view of the parties history of amiable labour relations the parties agree to the following:

- a) Neither party shall raise or proceed with a timeliness issue argument regarding filing for arbitration without first giving the other party written prior notice of its intent to do so.
- b) Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.
- c) The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Canada Labour Code in so doing.

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

Selection of the Arbitrator:

- a) 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.

- b) 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.

Arbitration Proceedings:

- a) 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.
- b) 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.
- c) If a discharge grievance goes to arbitration, the Arbitrator may:
 - i. confirm the dismissal of the employee; or
 - ii. reinstate the employee with or without compensation; or
 - iii. substitute such other penalty for the discharge as the Arbitrator deems just and reasonable in all the circumstances.
- d) The decision of the Arbitrator shall be final and binding upon all parties and persons bound hereunder.

16.04

Arbitration Expenses:

- a) Each party shall pay its own costs, fees and expenses of witnesses called by it, and of its representatives.
- b) The fees and expenses of the Arbitrator shall be shared equally between the parties.

16.05

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

ARTICLE 17 PREMIUMS

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

17.02 Employees will receive premium pay for all hours worked between 11:30 p.m. and 5:00 a.m. of **one (\$1.00) dollar** per hour in addition to their regular pay.

17.03 Lead Hand employees shall receive one dollar (\$1.00) per hour in addition to an employee's regular rate of pay when assigned by the Company to provide direction to other Passenger Service Agents on the same shift.

17.04 Employees who agree to work a "scheduled" split shift will be paid an additional \$5.00 per occurrence.

ARTICLE 18 UNIFORMS

18.01 Upon completion of an employee's probationary period the Company will provide:

- a) a minimum of four (4) shirts, one (1) skirt and two (2) pairs of pants per year for full-time Passenger Service Agents and a minimum of two (2) shirts, one (1) skirt and one (1) pair of pants per year for part-time Agents.
- b) personal hearing protection for each of 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.
- c) one (1) fleece jacket **of proper size** per year for full time Agents and per every two (2) years, **of proper size**, for part-time Agents.
- (d)
 - i) Effective January 1, **2020**, a boot allowance of up to **Fifty-Five (\$55.00)** dollars per year, to be reimbursed to employees upon presentation of receipts.
 - ii) Effective January 1, **2021**, a boot allowance of up to **Sixty (\$60.00)** dollars per year, to be reimbursed to employees upon presentation of receipts.
 - iii) Effective January 1, **2022**, a boot allowance of up to **Sixty-Five (\$65.00)** dollars per year, to be reimbursed to employees upon presentation of receipts.

Effective January 1, 2020, the Company shall provide a minimum of two (2) winter coats to be shared by all employees. Winter coats shall be laundered, repaired and maintained by the Company and replaced when necessary.

Uniforms outlined in a), b) and c) above shall be laundered, repaired and maintained by the employee.

18.02 The Company agrees to reimburse reasonable expenses for hemming alterations to pants and skirts which are custom fit. For items where there is only size selection the Company also agrees to reimburse reasonable expenses for alterations to pants and skirts to ensure they fit properly.

ARTICLE 19 PARKING AND TRANSPORTATION

19.01 The Company does not control the parking areas, but will endeavour to work with the Winnipeg Airport Authority so that using their cars to drive to and from work shall be supplied with a non-transferable parking permit. This permit shall remain in force during the term of their employment.

The Company does not control the parking areas, but will endeavour to work with the Winnipeg Airport Authority to provide car winter plugs for employee's vehicles.

19.02 No employee shall be required to use their own vehicle when performing work for the Company unless they voluntarily agree to do so. Employees who voluntarily agree to use their own vehicle shall receive a vehicle allowance as outlined in Company Policy and is adjusted from time to time. The current rate is **forty-five (\$0.45)** cents per kilometre.

ARTICLE 20 LAYOFF AND RECALL

- 20.01**
- a) Prior to layoff, the Company will canvas all employees by seniority to see if there are volunteers for layoff.
 - b) When the Company determines that there is to be a reduction of staff at the Winnipeg 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 available work without training.
 - c) It is not the intent of the Company to reduce the full time staff positions in favor of part time positions except to accommodate changes to scheduling and operational requirements.

20.02 The **Company** will give all affected employees in the bargaining unit, who have completed the probationary period, three (3) weeks' notice or three (3) weeks' pay in lieu of notice or the levels outlined in the Canada Labour Code, whichever provides the greater notice, in the event they are to be permanently laid off.

20.03 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.

20.04 a) Full time employees subject to layoff shall have the right to bump a part time employee with less seniority or elect to take the layoff with recall rights.

b) A part time employee in a layoff situation shall not have the right to bump a full time employee.

c) In the event of a shift bid or change in hours, full time employee on lay off with recall will have the right to bump a full time employee with less seniority or elect to bump a part time employee with less seniority or elect to remain on lay off recall rights.

20.05 a) Full time employee shall lose all seniority and employment deemed terminated after being on lay off for one (1) year.

b) Part time employee shall lose all seniority and employment deemed terminated after being on lay off for six (6) months.

Recall

20.06 When a vacancy occurs within the bargaining unit the following procedure will be used provided that the employee recalled can perform the available work.

20.07 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 and electronic message to the last known email address on file with the Company. The employee shall keep the Company advised at all times of his current address and telephone number.

20.08 Within forty-eight (48) hours of receiving the recall notice the employee must notify the **Eastern Regional** Manager 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 any 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.

Full time Vacancies

- i) Offer the vacancy to the most senior full time employee who is currently laid off.
- ii) If the senior full time Passenger Service Agent waives his notice of recall, the recall shall be offered to the next senior full time Passenger Service Agent on layoff. However, if all full time Passenger Service Agents on lay off waive the notice of recall, the junior full time Passenger Service Agent on lay off shall be obligated to accept the recall, or lose all seniority, and be deemed to have resigned. In the event the most junior full time Passenger Service Agent refused recall, the next junior full time Passenger Service Agent shall be obligated to accept, or lose all seniority and be deemed to have resigned, and so on up the list.

The Company will provide an exception to agents who cannot return when recalled if they have a legitimate reason acceptable to the Company provided this reason will not extend beyond the agents twelve (12) month recall window. The Company reserves the right to post this position.

- iii) If no full time Passenger Service Agents are on lay off, the Company will post the position.

Part Time Vacancies

- i) Offer the vacancy to the most senior part time employee who is currently laid off.
- ii) If the senior part time Passenger Service Agent waives the notice of recall, this recall shall be offered to the next most senior part time Passenger Service Agent on layoff. However, if all part time Passenger Service Agents on lay off waive the notice of recall, the junior part time Passenger Service Agent on lay off shall be obligated to accept the recall or lose all seniority and be deemed to have resigned. In the event the most junior part time Passenger Service Agent shall be obligated to accept or lose all seniority and be deemed to have resigned and so on up the list.

20.09 If no Passenger Service Agents return from lay-off as outlined above the vacancy will be filled at the discretion of the Company.

ARTICLE 21 HEALTH AND SAFETY

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

21.02 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.

21.03 The Safety Committee shall consist of one (1) representative for the Company and one (1) representative for the Union.

ARTICLE 22 TRAINING

22.01 The Company shall ensure that all employees in the bargaining unit are provided with appropriate training so as to enable them to at all times be familiar with all facets of their job and with all equipment to be used when performing their job. All such training shall be considered as time worked by the employee and shall be paid for in accordance with the terms and conditions contained in this Agreement. The Company shall pay all costs involved in any courses or training that is required by the employee.

22.02 When an employee in the bargaining unit is assigned to train new employees a training premium of one (\$1.00) dollar per hour in addition to their regular hourly wage shall be paid for all hours worked as a trainer.

ARTICLE 23 JOINT LABOUR MANAGEMENT COMMITTEE

23.01 A Joint Labour/Management Committee consisting of one (1) bargaining unit employee, the assigned Union Representative and two (2) members of Management shall meet during each quarter of the calendar year to discuss issues of mutual concern. The meeting date for the next meeting will be set as an agenda item during these meetings, or as mutually agreed.

ARTICLE 24 NO DISCRIMINATION OR HARASSMENT

24.01 The Company has provided a copy of the Workplace Harassment and Workplace Violence Policy. The Company will provide amended copies of these policies to the Union whenever they are changed.

ARTICLE 25 BULLETIN BOARD

25.01 The Company shall allow the Union to install its own bulletin board on the Company's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Company and the Union and shall be situated in a prominent place. The Company shall be furnished with copies of all such notices prior to their posting and shall require the Union to refrain from posting any notice which it considers objectionable.

ARTICLE 26 STRIKES AND LOCKOUTS

26.01 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 27 COURT'S DECISION

27.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a Court of Law or Canada Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid, improper or otherwise unenforceable.

ARTICLE 28 OFF BASE WORK

28.01 Employees required to be away from their home base while on authorized Company business during the meal periods specified will be entitled to the following meal allowance in addition to any required hotel and transportation covered by the Company;

Breakfast (0700 - 0800)	\$11.65
Lunch (1200 - 1300)	\$13.30
Dinner (1800 - 1900)	\$21.10

A travel expense form must be submitted to the Accounting Department for payment either prior to or after the trip.

ARTICLE 29 PAST PRACTICES AND POLICIES

29.01 The Company shall not take away, restrict and/or reduce any past practice and policy existing at the time of ratification that has been a benefit to employees, under control of the Company, and that is not specifically mentioned in the Collective Agreement, unless otherwise agreed to in writing by the Union.

ARTICLE 30 WAGES AND CLASSIFICATIONS

30.01 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. The job descriptions of the occupational classifications will be provided to the Union by ratification date and any future times they are amended by the Company.

30.02 To provide appropriately for new work or for substantial change in work normally and regularly assigned, the Company, as per Article 7, 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.

30.03 The Company, during the term of this agreement, may opt to pay wages on a bi-weekly basis. Employees will be notified of any changes to the pay dates thirty (30) days before the change takes effect.

The employees will be paid by direct deposit or by cheque as determined by the Company. The Company will provide the employee with a paper copy of their pay stub/receipt or the ability to print off an electronic copy.

If an error occurs on a pay cheque greater than fifty dollars (\$50.00), the Company will pay out the error by way of Electronic Funds Transfer (EFT) within three (3) business days. Errors that are under fifty dollars (\$50.00) will be paid on the next pay period.

30.04 Co-operative Education Students (co-op students)

In order to prevent misunderstandings with respect to the use of co-op students and the working relationship between co-op students and employees of the bargaining unit, the parties agree to the following:

- a) The Company, as part of its commitment to educational institutions, shall employ co-op students to perform the duties of any classification covered by the Agreement where such employment is for a term necessary to assist such co-op student with the requirements of their educational program.

- b) Co-op Students will not become members of the Union and shall not attain any rights or privileges under this Agreement.
- c) The Company will inform the Union of the names of such co-op students and also the period of service.
- d) No regular full time or part time employees will suffer a reduction of hours because of the employment of co-op students under this program.

ARTICLE 31 HEALTH AND WELFARE

31.01 The Company shall pay fifty per cent (50%) and employees shall pay fifty per cent (50%) of the premium costs of all health and welfare benefits referred to in Article **30** (excluding the pension plan and the short term disability plan) that requires same. The employees shall contribute one hundred (100%) per cent of the premiums for Short Term Disability.

31.02 **Employees working more than twenty-four (24) hours per week on a continuous basis, and** after being employed continuously for three (3) months, 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 outlined in the Group Benefit Plan Booklet. For details about the extent of coverage under these plans, refer to the Group Benefit Booklet. The Group Benefit Plan Booklet will include information on the following:

- A) Employee Life Insurance Plan
- B) Accident & Sickness Plan
- C) Health Care Benefits including items such as:
 - Extended Health Benefits
 - Prescription Drug Plan
 - Vision Plan
- 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 or improved. If the changes or additions to any aspect of the benefit plan will increase the premium costs to the employees, a majority vote of bargaining unit premium payers will be required.

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.

31.03 The Company shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Company. The Company shall supply each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Company. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Company shall ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

31.04 **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.

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

- **Effective January 1, 2020, full-time Employees shall be entitled to a sick bank of four (4) working days / thirty-two (32) hours.**
- **Effective January 1st each calendar year, each full-time employee shall be entitled to a sick bank of four (4) working days / thirty-two (32) hours.**
- **Should an employee not use the four (4) working days / thirty-two (32) hours allotted in the period of January 1st to December 31st, the sick hours are cumulative from year to year to a maximum sick hour credit of eighty (80) hours.**
- **Should a full-time Employee resign with more than five (5) years of service, from their employment with the Company, they will be entitled to their accumulated sick hours by either pay out or time in lieu to a maximum period of eighty (80) hours.**

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

- **Effective January 1, 2020, part-time bargaining unit employees shall be entitled to a sick bank of two (2) working days / sixteen (16) hours.**
- **These days are non-cumulative from year to year, the maximum being two (2) working days / sixteen (16) hours at January 1.**

In the first year of employment, the Employees sick bank will be prorated to his/her start date.

31.05 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 who choose to enrol in the Pension Plan will contribute an amount equal to three (3%) of their earnings excluding overtime, bonuses, etc.
4. The Company will contribute, for eligible employees, an amount equal the three (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.

Eligible employees choosing to enrol in the Pension Plan and who have more than ten (10) years of continuous service may contribute an amount of four percent (4%) of their earnings (excluding overtime, and premiums and other items of that nature, etc.) and the Company shall contribute an amount equal to four percent (4%) of the Employee's earnings (excluding overtime, and premiums and other non-taxable items). All other items of reference shall be contained in the Master Agreement held with the Pension Carrier, and in accordance with all Government regulations covering such plans.

ARTICLE 32 EXPIRATION AND RENEWAL

32.01 This Agreement shall be in effect from the date of ratification, and shall remain in effect until **November 30, 2022**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

32.02 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

ARTICLE 33 APPENDICES AND LETTERS

33.01 The Company agrees that all Appendices and Letters of Understanding that are attached to the end of this Agreement shall be considered as forming part of the Collective Agreement for all purposes except as otherwise specified in the letter or appendix itself.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX A

WAGES

A-1

PASSENGER SERVICE AGENT – WINNIPEG, MANITOBA

	Dec. 1/19	Dec. 1/20	Dec.1/21
Start	\$13.86	\$14.14	\$14.42
6 months	\$14.58	\$14.87	\$15.17
1 year	\$15.33	\$15.63	\$15.94
2 years	\$16.25	\$16.58	\$16.92
3 years	\$16.96	\$17.30	\$17.65
4 years	\$18.00	\$18.36	\$18.72
5 + years	\$19.78	\$20.18	\$20.58

A-2

Retroactive Pay

All employees employed as of the date of Union ratification of this Agreement shall receive full retroactive pay to December 1, **2019**, for all hours worked and/or paid. Retroactive pay shall be paid to all eligible employees within thirty (30) calendar days following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each eligible employee in the bargaining unit on paycheques that are separate and apart from their normal earnings.

LETTER OF UNDERSTANDING

BETWEEN:

**PERIMETER AVIATION LP
(operating as Bearskin Airlines),
hereinafter called "the Company"**

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL 832, hereinafter
called "the Union".**

Re: Short Term Disability Premiums

The Company agrees to continue its current practice of providing non-taxable income equivalent to 50% of the premium costs for Short Term Disability as revenue on each eligible employee's paycheque.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT
AT WINNIPEG, MANITOBA THIS _____ DAY OF _____, 2020.**

For: Bearskin Lake Air Service LP

**United Food & Commercial
Workers Union – Local 832**

EXHIBIT ONE

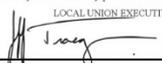
TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between **the United Food & Commercial Workers Union, Local 832**, and **Bearskin Lake Air Service LP** contain the following statements:

“The Company shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff. The Company shall acquaint each new employee and rehired employee, at the time of employment, with the fact that a Union Agreement is in effect and with the conditions set out in 3.01 and 4.01. The Company will provide the new employee with a form letter supplied by the Union (Exhibit One).”

”The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues, initiation fees and assessments automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction, indicating which deductions were dues and which were initiation fees or assessments. The Company shall also provide the Union, when remitting the monthly cheque, with the name change of employees.”

Please complete the attached Membership Application immediately and return it to your Union Steward during orientation so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (D/M/Y)	I hereby authorize to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required. (Cross out if you do not agree)		
COMPANY NAME	LOCATION	DEPARTMENT/NO.	FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
There is no charge for membership in the United Food & Commercial Workers International Union and within the above statements are true. I agree that all monies paid by me shall be forfeited and used for the purposes of collective bargaining and handling of grievances. I have read and understand the policies and procedures to be followed by the Union and I agree to abide by them. I have read and understand the privacy and protection of personal information policy of the United Food & Commercial Workers Local No. 832 and I agree to the use of my personal information by the Union. I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	
X					

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

**PERIMETER AVIATION LP
(operating as Bearskin Airlines),
hereinafter called "the Company"**

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
UNION LOCAL 832, hereinafter
called "the Union".**

Re: VACATION BID FOR 2021

WHEREAS the Company and the Union are both Parties to a Collective Agreement due to expire on November 30, 2022.

AND WHEREAS a number of full-time employees covered under this Collective Agreement have been on leave of absence or lay-off since March, 2020 due to the recent COVID pandemic.

AND WHEREAS a number of full-time employees covered under this Collective Agreement have a number of unused vacation days for the calendar year 2020.

NOW THEREFORE the Parties agree to the following:

1. Full-time employees accrue vacation one (1) year behind, and runs on the January 1st to December 31st calendar year of the respective year for accumulation, to be used during the next calendar year.
2. Part-time employees have not accumulated vacation; they are paid a percentage on each pay run respective to their years of service in accordance with Article 12.01 of the Collective Agreement.
3. Article 12.04 of the Collective Agreement states that vacations are not cumulative and must be taken during the vacation year following that which the entitlement was earned.
4. The parties agree to allow the full-time employees to rollover unused 2020 vacation time to the 2021 calendar year to the maximum allowable vacation time for 2021 based on their length of service.

5. Any rolled over and accrued vacation to be taken in the 2021 calendar year remaining unused at December 31st, 2021 will be paid out in accordance with the Collective Agreement.

6. This rollover of unused 2020 calendar year vacation to the 2021 calendar year is a one-time offer by the Company due to the COVID pandemic, and will not be seen as setting a precedent for future years.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT
AT WINNIPEG, MANITOBA THIS _____ DAY OF October, 2020.**

**Perimeter Aviation LP
Commercial**

Union – Local 832

**United Food &
Workers**
