

COLLECTIVE AGREEMENT

Between



WASAYA AIRWAYS LP

And

Employees as represented by the:



**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS**

MAINTENANCE

AGREEMENT #1

September 1, 2021 – August 31, 2024

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PREAMBLE

This Collective Agreement is made and entered into between Wasaya Airways Limited Partnership (LP), hereinafter referred to as the "Company", and the International Association of Machinists and Aerospace Workers (IAMAW), hereinafter referred to as the "Union".

The Collective Agreement in effect, including any amendments or interpretations thereto agreed upon and covered by letters or written amendments signed by authorized Company and Union Representatives, herein after referred to as the "Agreement". In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and development of a spirit of cooperation are essential for mutual benefit and public service.

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01** The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency, productivity and economy of operations, the maintenance of a high degree of quality of maintenance and engineering work, the elimination of waste and unnecessary expense and the facilitation of the amicable settlement of differences. It is recognized by this Agreement to be the duty of the Company, the Union and the employees to cooperate fully both individually and collectively, for the advancement of this purpose.
- 1.02** The Union and the employees recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position. This means that the Company and each of its employees must always provide the highest quality work at the lowest possible cost. Therefore, the Union and the employees agree that at all times they will cooperate with the Company and support its efforts to ensure the provision of quality work and combat any practices which restrict or interfere with efficient operations. The Union and the employees further agree that at all times they will support the Company in its efforts to improve the quality of work and services, eliminate waste of materials, supplies and time, conserve and protect materials, supplies, equipment and facilities, prevent accidents, strengthen goodwill between the Company, its employees and its customers and to do such other things as may be reasonably required to promote efficient operations and the provision of quality work and services.
- 1.03** The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Union, or because of their activity or lack of activity in the Union.
- 1.04** The Union agrees that each employee is responsible for the quality of their own work and the proper use, care and operation of equipment, tools and machines used in the performance of work. The Union and the Company agree to abide, and the Union agrees to see that its members abide by all the provisions of this Agreement.

ARTICLE 2 - SCOPE OF AGREEMENT

- 2.01** The Company recognizes the Union as the sole Collective Bargaining Agent for all employees employed as aircraft mechanics, including aircraft maintenance engineers, employees with shop certified authority, base engineers, heavy maintenance base engineers, crew chiefs and avionics managers, excluding supervisors and persons above the rank of supervisor.
- 2.02** Management may not perform bargaining unit work except for the purpose of assisting bargaining unit members or for the purpose of instructing employees, inspection or checking out of equipment to remain current on aircraft or in situations which require immediate action to remain operational.
- 2.03** The Union and the Company recognize that work done by bargaining unit members has also been contracted out in the past. The parties agree that nothing in this Agreement restricts the continuation of this past practice. It is not the Companies intention to displace bargaining unit employees by engaging such contractors, nor to circumvent the job posting requirements. It is agreed that these contractors may have wages, benefits and hours that differ from the terms and conditions of this Collective Agreement. The Company will disclose to the union at the end of each calendar year the number of contractors utilized.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union recognizes and agrees that except as specifically, unequivocally and expressly limited by this Agreement, all rights, powers and authority are retained solely and exclusively by the Company.
- 3.02** For greater certainty, but without limiting the generality of the foregoing, the Union recognizes and agrees that the Company has the sole and exclusive right to operate and manage its business, affairs and facilities in all respects as it sees fit; to control and direct the working forces and to select, hire, promote, demote, transfer, assign, classify, lay-off and recall employees; to maintain order, discipline and efficiency and to discipline, suspend and discharge non-probationary employees for just cause and probationary employees for any reason other than a reason which violates the *Canadian Human Rights Act*; to establish, maintain, alter and enforce from time to time rules, regulations, policies, practices and procedures to be observed by employees; to establish new jobs and to alter, consolidate or abolish existing jobs; to determine the number and type of employees needed at any time, the hours and shifts to be worked, starting and quitting times, the duties to be performed, overtime requirements, the number of employees and the classifications required to perform overtime work, job content, quality and quantity standards of performance and the qualifications of employees to perform any particular job; and to determine the hours and schedules of operation, operating techniques, methods, procedures and processes and means of performing work, the facilities and services to be provided, the materials, supplies, tools, machinery, equipment and facilities to be used, the nature and kind of business conducted, the number, location and types of operations and plants and the extension, limitation, curtailment or cessation of operations or any part thereof.
- 3.03** In administering this Agreement, the Company shall act reasonably, fairly, in good faith, and in a manner consistent with this Agreement as a whole.

ARTICLE 4 – STATUS OF AGREEMENT - NO LOCKOUT OR STRIKE

- 4.01** During the term of this Agreement, the Company shall not cause or engage in any lockout.
- 4.02** The Union and the employees, individually and collectively, agree that during the term of this Agreement they will not cause, support, encourage, condone or engage in any strike, cessation of work, refusal to work, refusal to continue to work, refusal to continue the standard cycle or normal pattern of operation, slowdown of work, picketing or any other activity in relation to work that is designed to directly or indirectly restrict, disrupt, limit or otherwise interfere with production or the quality or quantity of output, either individually or in concert, or in accordance with a common understanding. The Union and the employees further agree that they will not involve any of the employees of the Company or the Company itself in any dispute which may arise between any other employer and its employees and without limiting the generality of the foregoing, the Union and the employees agree not to engage in any sympathetic strikes, slowdowns, picketing or similar activity.

ARTICLE 5 - UNION MEMBERSHIP AND DEDUCTION OF DUES

- 5.01** All employees covered by this Agreement shall as a condition of employment, upon completion of their respective probationary periods, become members of the Union and remain members in good standing in the Union during the term of this Agreement.
- 5.02** The Union will advise the Company in writing of the amount of its regular Union dues to be deducted from the wages of employees and shall notify the Company in writing of any change in such amounts to be deducted at least thirty (30) calendar days in advance of the end of the pay period in which the deductions are to be made.
- 5.03** The Company agrees that it will deduct each pay period, a sum equal to regular Union dues from each employee in the bargaining unit, beginning with their first pay. Such deductions shall be remitted to the District Lodge of the Union by the 15th of the following month together with a list of employees from whom such deductions were made. The list will include new hires and severances and total dues remitted, total hours worked during the remittance period, along with the employees' email address. The Company will show the amount of the dues deducted on T-4 slips issued to employees.
- 5.04** In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Article, all parties shall cooperate fully in the defense of such action. The Union agrees to indemnify the Company and save it harmless against any claim by any employee or any group of employees which may arise as a result of its compliance.

ARTICLE 6 – DEFINITIONS

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

- (a) “Base” means a geographical location where the Company regularly operates a scheduled maintenance facility.
- (b) “Call-out” occurs when an employee is required by the Company to return to the workplace outside of the employees’ regular work schedule or following completion of the employee’s scheduled shift and after leaving the premises of the Company to perform a specific job assignment and does so return.
- (c) “Crew Chief” assigns, directs, instructs and supervises other employees in their duties, work assignments and work requirements, performs the work of their classification as directed by the Company and is responsible to management to properly carry out all duties as assigned, but does not have the authority to hire, fire or discipline any employee
- (d) “Temporary Positions” shall be a position held by an employee for no more than 18 months or as noted in Section 11.04 a) & b). The following are examples of a temporary position, but not limited to, maternity leave, parental leave, short term disability, long term disability, WSIB, Voluntary LOA or any other leave defined under the Canada Labour Code.
- (e) “Temporary Employee” means an employee who may be an internal hire or external hire and has been hired to fill a Temporary Position.
- (f) “ACA” means an Aircraft Maintenance Engineer who has aircraft certification authority.

6.02 It is understood that wherever in this Agreement employees are referred to in the male gender, it shall be recognized as referring to both male and female employees.

ARTICLE 7 - EMPLOYEE'S REPRESENTATIVE

- 7.01** The Company acknowledges the right of the Union to appoint not more than three (3) non-probationary employees to be Shop Stewards, as follows: one (1) Shop Steward for each of Thunder Bay, Sioux Lookout and Pickle Lake, one (1) of which shall be the Chief Steward. The Union shall promptly notify the Company in writing of the names of the Shop Stewards and any changes thereto. The Company will not recognize an employee as a Shop Steward until it has received such notification from the Union.
- 7.02** When the Union Business Representative makes a request to attend to matters relating to this Agreement, Shop Stewards shall, subject to the requirements and efficiency of operations and provided that a minimum of two (2) weeks' notice of the requested time off is provided by the Union to the Company, be granted time off without pay to meet with the Union Business Representative.
- 7.03** The Shop Committee and representatives of the Company will meet as required upon request by either party on mutually agreeable dates. The party requesting the meeting shall do so in writing with an agenda of the items to be discussed. Only Shop Stewards and a Union Business Representative or International Officer of the Union shall attend such meetings on behalf of the Union.
- 7.04**
- (a) A Shop Steward will be released from their regular work assignment only when clearly necessary to attend a meeting scheduled by the Company.
 - (b) A Shop Steward shall not leave their regular duties during working hours without first requesting and obtaining permission from their immediate Manager. When requesting permission to leave in order to adjust a grievance, the Shop Steward shall inform their immediate Manager of the nature of the grievance and their intended destination. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld, nor shall it exceed ten (10) minutes for any one (1) occurrence unless otherwise specifically agreed to by the Shop Steward's immediate Manager.
 - (c) No employee shall leave their regular duties to communicate with a Shop Steward without first requesting and obtaining permission from their immediate Manager. Subject to the requirements and efficiency of operations, permission to leave shall not be unreasonably withheld, nor shall it exceed ten (10) minutes for any one (1) occurrence unless otherwise specifically agreed to by the employee's immediate Manager.
 - (d) The Union recognizes and agrees that the Shop Stewards' primary function is to perform the duties of their classifications for which they are employed by the Company. Abuse of leave or excessive use of time spent adjusting grievances shall not be permitted.

- 7.05** The Union shall elect, and the Company shall recognize three (3) members who are employees of the Company covered by this Agreement and shall constitute a Negotiating Committee along with the Union Business Representative. The function of such Committee shall be to meet with 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 the face-to-face negotiations for up to (5) five days up to a maximum of 60 hours straight time, subject to operational demands. When required, members of the negotiating committee shall be granted confirmed space on Company aircraft to attend collective bargaining.
- 7.06** No Union activity of any kind will be conducted on Company property or Company time other than as expressly provided for in this Agreement.
- 7.07** The Company will allow the Union to install an agreed upon bulletin board in the maintenance office in Thunder Bay, Sioux Lookout and Pickle Lake for Union notices. Any notice posted on a bulletin board (other than a notice of regular Union meeting that sets out only the date, time and location of such meeting) must first be approved by the Production Manager or their designate and must not be in any way derogatory to the Company or its management, employees, suppliers or customers.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01** The Company and the Union agree that grievances shall be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company. Notwithstanding meetings scheduled between the Company and the Union to discuss the grievance.
- 8.02** For the purpose of this Agreement, a grievance is defined as any difference between the Company and the Union and/or those parties on whose behalf this Agreement was entered into concerning the interpretation, application, administration, or alleged violation of the Agreement.
- 8.03** If an employee feels they have suffered a grievance, they shall report the grievance in the manner provided herein. Pending possible settlement, the employee shall meanwhile perform the duties assigned by the Company if the Company so requests.
- 8.04** No employee shall have a grievance until they have first given their immediate supervisor the opportunity to settle the complaint, except for those complaints referred to in Article 8.07.
- 8.05** If such informal discussion does not result in a satisfactory adjustment of the employee's complaint, an earnest effort shall be made to settle grievances properly arising under this Agreement in the following manner:

STEP 1

The grievance shall be submitted in writing to the Production Manager or their designate within five (5) calendar days of when the employee first ought to have become aware of the event or circumstance giving rise to the grievance. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The grievance shall be signed and dated by the employee and the nature of the grievance, the article or articles of this Agreement alleged to have been violated, the remedies sought and the facts on which the grievance is based shall all be clearly set out in the written grievance. The Production Manager or their designate shall render their decision verbally within fourteen (14) calendar days of receipt of the written grievance.

STEP 2

Failing satisfactory settlement within fourteen (14) calendar days from the date of the submission of the written grievance at Step 1, the employee, or the Union on their behalf, shall within fourteen (14) calendar days of receipt of the Production Manager's decision at Step 1 request a meeting with the Vice President of Maintenance or their designate and the employee, together with a Shop Steward and/or Union Business Representative if the employee so requests, to discuss the grievance within the fourteen (14) calendar days following the employee's receipt of the Production Manager's decision at Step 1. The Vice President of Maintenance or their designate shall render their decision in writing within fourteen (14) working days after the meeting.

- 8.06** Failing satisfactory settlement at Step 2, either the Company or the Union may submit the grievance to arbitration in accordance with the provisions of Article 9.
- 8.07** A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 1 of the grievance procedure within five (5) calendar days of when the employee first ought to have become aware of the event or circumstance giving rise to such policy grievance. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance.
- 8.08** In the event a non-probationary employee claims they have been disciplined or discharged without just cause, such employee shall submit a written grievance at Step 1 of the grievance procedure within five (5) calendar days after being notified by the Company of their discipline or discharge. If not so presented the grievance shall be forfeited and waived by the aggrieved party.
- 8.09** The parties agree that this Article 8 does not apply in the event of the discipline or discharge of a probationary employee as referred to in Article 11.02.
- 8.10** Written agreements arrived at between the Company and the Union on the disposition of any specific grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 8.11** The time limits set out in this Article 8 are mandatory and may only be extended or waived by mutual agreement in writing between the Company and the Union. Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits specified in this Article 8 shall be deemed to have been abandoned and settled on the basis of the reply to the grievance and further recourse to the grievance procedure shall be forfeited.

ARTICLE 9 – ARBITRATION

- 9.01** When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing, within fourteen (14) calendar days after the date the decision of the Vice President of Maintenance at Step 2 of the grievance procedure was or should have been given, of its desire to submit the matter to arbitration. If no such written request for arbitration is received within the said fourteen (14) calendar daytime limit, then the grievance shall be deemed to have been abandoned. Grievances shall be submitted to a single arbitrator to be chosen in rotation from a panel consisting of:

Michael Werier QC
Diane Jones QC
Colin Robinson

- 9.02** If any individual of the above panel who, having been requested in their turn to act as arbitrator on an arbitration, shall be unable or unwilling to act, they shall not again be requested to act as arbitrator on any arbitration until their name comes up again on the regular rotation of the panel.
- 9.03** The arbitrator may determine their own procedure but shall give full opportunity to the parties to present evidence and to make representations.
- 9.04** In any arbitration the written representations of the aggrieved employee at Step 1 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Company at Step 1) shall be presented to the arbitrator and the award of the arbitrator shall be confined to the issues therein set out.
- 9.05** The arbitrator shall not have any jurisdiction to alter, modify, amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof nor to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as they may deem just and reasonable in the circumstances.
- 9.06** The findings and decision of the arbitrator on all arbitrable questions shall be final and binding upon all parties concerned.
- 9.07** The Company and the Union shall each pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator. Each party shall pay its own costs, fees and expenses relating to its representatives and the witnesses called by it.
- 9.08** No grievance shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

ARTICLE 10 - DISCIPLINE/DISCHARGE

- 10.01** Where an employee is given a written warning, is suspended or is discharged, such written warning, suspension or discharge will be confirmed to the employee by the Company in writing and a copy will be sent to the Union.
- 10.02** Prior to any suspension or dismissal, except in the case of the employee being considered detrimental to have in the workplace, the Company agrees to meet with the Union to discuss the matter. In situations where an employee is considered to be detrimental to have in the workplace and must be immediately removed, the Company agrees to meet with the Union within five (5) working days to review the situation and render a decision. However, failure of the Union to meet with the Company within the five (5) working days will not void the decision and will not be subject to a grievance.
- 10.03**
- a) Written caution notices dealing with attendance & punctuality placed in an employee's personnel file will be removed after twelve (12) months from the date of issuance, as long as there has been no other written discipline within the twelve (12) month timeframe. Reprimand notices dealing with attendance & punctuality within the twenty-four (24) month timeframe will result in all notices being left on file for twenty-four (24) months from the date of issuance as long as there has been no other written discipline within twenty-four (24) month timeframe.
 - b) All other written caution or reprimand notices not identified in 10.03 a) placed in an employee's personnel file will not be used for disciplinary purposes after twenty-four (24) months from the date of issuance, as long as there has been no other written discipline within twenty-four (24) month timeframe.

ARTICLE 11 – SENIORITY

- 11.01** Upon successful completion of the probationary period an employee shall be credited with seniority as provided herein. Seniority is the length of continuous service in the employ of the Company, while employed in the bargaining unit, since the employee's most recent date of hire.
- 11.02** A newly hired employee shall be on probation for twelve (12) months from their first day of work following their most recent date of hire. In the event that a probationary employee is absent from work for any reason, excluding regularly scheduled days off, for more than five (5) working days during the twelve (12) month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work. The Company may discipline or discharge an employee at any time during their probationary period and neither the employee nor the Union on their behalf shall have any recourse to the grievance procedure set forth in Article 8 or to the arbitration provisions set forth in Article 9. The discipline or discharge of a probationary employee shall be deemed to have been for just cause.
- 11.03** Subject to the provisions of this Agreement, each employee shall have:
- (a) Company seniority which will be based on the employee's most recent date of hire and will be considered when bumping is required due to a layoff or recall at a base
 - (b) Classification seniority which will be based on the date on which the employee most recently commenced work in their then current classification; and
 - (c) Base seniority which will be based on the date on which the employee most recently commenced work in their then current Base and will be used for the purposes of vacation and time off requests.
- 11.04**
- a) Temporary Employees hired from outside the Company shall be for a maximum term of twelve (12) months.
 - b) Notwithstanding 11.04 a), temporary employees hired from outside the Company for the purpose of maternity leave or paternity leave shall not exceed eighteen (18) months.
- 11.05** Temporary employees hired from outside the Company shall not attain seniority or any rights or privileges under this Agreement, be subject to the terms of this Agreement or become members of the Union but the Employee will be required to pay to the Union an amount equivalent to union dues.

11.06 An employee's continuous service with the Company shall be deemed to be broken, their seniority lost and their employment with the Company deemed to be terminated for just cause if:

- (a) they quit; or
- (b) they are discharged for just cause; or
- (c) they are absent from work without an authorized leave of absence for three (3) working days or more, unless they provide a reason satisfactory to the Company; or
- (d) they have been laid off or is otherwise absent from work for any reason for a period equal to the lesser of:
 - (i) a period equal to their seniority
 - ii) a maximum of one (1) year in the case of seniority of less than (ten)10 years
 - iii) a maximum of two (2) years in the case of seniority ten (10) years or more
- (e) they fail to report for work within seven (7) calendar days after notification to their last known address by registered mail when recalled following a layoff, the onus being on the employee to keep the Company advised of their current address; or
- (f) they retire; or
- (g) they take employment elsewhere while on an authorized leave of absence; or
- (h) they fail to report for work at the expiration of an approved leave of absence, a vacation or a suspension.

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

11.08 When an employee transfers from one classification to another, they shall retain their classification seniority in the classification they held immediately prior to such transfer for a period of thirty (30) calendar days, after which if the transfer remains in effect, they shall forfeit that prior classification seniority and accrue classification seniority in the classification to which they have been transferred effective from the date of such transfer.

11.09 A Company seniority list shall be established based upon each employee's most recent date of hire. A copy of such list will be provided annually for employees on the active payroll of the Company as of December 31st and will be posted by January 31st. The Union may request from the Company a list of new hires and employee terminations as may be available from time to time.

11.10 Employees hired on the same day will have their seniority sequencing determined by a random draw, conducted by one of the Shop Stewards during the initial training.

ARTICLE 12 - OCCUPATIONAL CLASSIFICATIONS

- 12.01** Each employee may hold one (1) classification at a time based on the work normally and regularly assigned to them. The classifications in which employees may be classified are those listed by job title and wage rates.
- 12.02** The Company may at any time revise classifications or create new classifications. The Company will provide notice to the Union of the minimum hourly rate of pay payable to an employee in the revised or new classification. Should the Union object to this minimum hourly rate of pay, it may, within five (5) working days of receiving such notice from the Company, submit a grievance at Step 1 of the grievance procedure set forth in Article 8 of this Agreement.

Students

- 12.03** The Company may, at its discretion, employ students to perform the duties of any unlicensed classification covered by this Agreement where such employment is for a term necessary to assist the student with the requirements of their educational program.
- 12.04** Except for students hired as per 12.03 (1), the Company may, at its discretion, (provided no employee is on layoff or delay the filling of a vacancy) employ students on a casual basis working less than twenty (20) hours per week in any unlicensed classification covered by this Agreement.
- 12.05** Notwithstanding 12.03 (2), the Company may, at its discretion, employ students for vacation, holidays, sick or summer relief of such duration as is required for the period identified in any classification covered by this Agreement.
- 12.06** It is agreed that student's wages, benefits and hours will be set by the Employer and may differ from the terms and conditions of this Collective Agreement, including that students will not attain seniority. The number of workers and the bases involved will be disclosed to the Union no more than once per calendar year.
- 12.07** The employment of students will not be used in such manner as to undermine the bargaining unit.
- 12.08** Classification breakdown is as follows:
- Apprentice
 - Mechanic
 - ACA engineer
 - Base engineer

12.09 It is agreed by both the Union and the Company that Base Engineers have some responsibilities that could be viewed as managerial. However, Base Engineers cannot and will not, discipline employees, and should any conflict arise between Base Engineers and other employees, the issue will be referred to the Production Manager. The following job description outlines the responsibilities and duties of the Base Engineer classification.

- Responsible for safety reporting as well as the completion of performance assessments as outlined in the Policies and Procedures Handbook. (Policy Number HH6, section 6.04)
- Ensuring that all maintenance activities are accomplished in accordance with the policies, procedures and instructions contained in the MCM, MPM, MOP and Transport Canada Requirements.
- Ensure that Task Cards are coordinated and completed in regard to the overall maintenance functions within their control
- Ensure that any and all applicable Airworthiness Directives and inspections are accomplished within the required time period
- Ensure that all work on the aircraft is scheduled and completed in a timely manner
- Ensure that Company is aware of staff attendance and performance on a weekly basis
- Build daily workload in Maintenance planner, utilizing staff compliment at base
- Forward all time off requests from staff compliment at base to Production Manager or delegate
- Provide payroll summary for staff at the base to Production Manager or delegate
- Ensure that all parts ordered for the base are received in a timely manner
- Ensure that all personnel are properly utilized and any necessary 'on the job training' is being accomplished in order to uphold a high standard of maintenance for the aircraft
- Provide and monitor training to individuals as directed by the PRM or Production Manager
- Notify the PRM of any abnormalities that occur in regard to the aircraft
- Liaise with dispatch (as required) in order to investigate any operational requirements as well as which aircraft are available
- Ensure that the hangar and delegated workshops are kept clean
- Ensure that maintenance personnel are instructed in regard to the inspection and maintenance methods to be employed
- Forecast (using an aircraft status board) aircraft inspections, component changes, defect rectification, etc. and forward them to Tech Records for recording
- Maintain the base Stores room in accordance with MOP (except for YQT stores)
- Maintain the base Technical Library
- Ensure that Journey Logbooks are completed and certified properly
- Participate in SMS and QA functions as required
- Includes duties of Crew Chief, MOC or ACA as required
- Perform and uphold Wasaya's Customer Care Commitments to both internal and external customers
- Any other related duties as assigned

ARTICLE 13 – JOB POSTING

- 13.01** When a position within the scope of the bargaining unit becomes permanently vacant and the Company determines that the position is to be filled, it will post notice of the position at all Bases for ten (10) calendar days. All employees interested in the permanent vacancy must make written application within the ten (10) calendar days during which the permanent vacancy was posted. This provision shall not preclude the Company from advertising outside the Company, nor shall it prevent the Company from filling any permanent vacancy on a temporary basis until the position is filled through the posting procedure.
- 13.02** Where, in the judgment of the Company, the qualifications, experience, skill, ability and reliability of any of the competing applicants for new positions or permanent vacancies are equal, the applicant with the greatest seniority shall be given preference provided that applicant has, in the opinion of the Company, the qualifications, experience, skill, ability and reliability to efficiently perform the tasks required.

ARTICLE 14 - LAY-OFF AND RE-CALL

14.01 The Company has the right to lay-off employees to the extent it determines necessary. In the event of layoff for a period in excess of seven (7) consecutive calendar days and recall from layoff, employees shall be laid off in reverse order of classification seniority—amongst employees at the affected Base and recalled in reverse order of layoff provided that the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Company, the qualifications, experience, skill, ability and reliability to efficiently perform the tasks required and provided there are, in the opinion of the Company, enough employees with the qualifications, experience, skill, ability and reliability to efficiently perform the tasks required.

Layoff Process

14.02 The laid off employee at the affected Base has the option to accept the lay-off or use their seniority and bump a less senior employee at their Base or another Base in their own or another lower classification provided they possess, in the reasonable opinion of the Company, the qualifications, experience, skill, ability and reliability to efficiently perform the tasks required and provided there are, in the opinion of the Company, a required position for employees with the qualification, experience, skill, ability and reliability to efficiently perform the tasks required in that lower classification. If, as a result of exercising this right to bump a less senior employee at another Base in their own or another lower classification, there is a surplus of staff in the Base, the least senior employee in the affected classification shall be declared redundant. This process shall continue so long as there are redundant employees.

14.03 The Company will provide at least seven (7) calendar day of written notice to affected employees of a lay-off in excess of seven (7) consecutive calendar days, with a copy of the notice being provided to the Shop Committee as soon as reasonably practicable thereafter.

14.04 Company and classification seniority will, subject to Article 11.05, accrue during the period of lay-off.

14.05 A seniority employee on lay-off may be recalled on a part-time basis for specific periods of not less than three (3) hours and not over five (5) working days and released at the completion of the work for which they were recalled without re-instituting lay-off procedures and provisions as outlined in this Article. Refusal to accept part-time recall shall not constitute a breach of contract or invalidate their right to recall to their occupational classification.

14.06 Except for recalls under Article 14.05, the Company will provide to the Shop Committee a copy of recall notices as soon as reasonably practicable after such notices are provided to employees.

14.07 In the event that a state of emergency takes effect in any jurisdiction in which the Company then operates, the period of written notice of lay-off referred to in Article 13.02 shall not be required and the Company may require, at its discretion, that the Company and the Union immediately meet to discuss modifications to this Collective Agreement, including, but not limited to, modifications to the lay-off and recall procedure.

14.08 Medical Accommodation

- (1) For employees who are subject to medical accommodation, if the accommodated position ceases to exist as a result of a layoff or the employee cannot hold such position based on seniority, the employee will then be laid off in accordance with this Article 14.
- (2) For the purpose of this process, medically accommodated employees will provide to the Company, from time to time as requested by the Company, a medical opinion regarding the employee's medical condition and related circumstances and such opinion shall be considered by the Company. The Company shall have the right to require the employee to submit to a medical examination by a physician selected and paid for by the Company.
- (3) The Company and the Union agree that the Canadian Human Rights Act will apply to all requests for accommodation of an employee's disability. In accordance with the Canadian Human Rights Act, an employee must be able to complete the essential duties of a classification in order to hold that classification. In seeking accommodation, the Company will consider the appropriateness and availability of other classifications. Where an employee is transferred to a different classification, the employee will be paid the wage rate applicable to that classification. If an employee is unable to complete the essential duties of any classification, the employee shall be deemed terminated with cause after a period of twelve (12) months' absence.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01** The Company shall consider and may or may not, at its discretion, grant a leave of absence without pay to any employee requesting same.
- 15.02** Employees requesting a leave of absence must do so in writing at least two (2) weeks prior to the commencement of the requested leave unless the situation is sufficiently emergent that such notice is impractical.
- 15.03** For leaves of absence without pay granted for a period not exceeding thirty (30) calendar days, seniority shall continue to accrue during the leave for non-probationary employees. For leaves of absence in excess of thirty (30) calendar days, the employee shall not accrue seniority during the leave of absence.
- 15.04** An employee on a leave of absence without pay may elect to maintain dental and extended health benefits for a maximum of three (3) months by paying for one hundred percent (100%) of the total cost of such benefits. The total cost of the benefits must be prepaid prior to the effective date of the leave of absence without pay. Failure to prepay the cost will result in cancellation of benefits and may subject the employee to waiting periods upon reinstatement as stipulated in the insurance carrier's contracts"
- 15.05** On request from the Union Business Representative, the Company may grant leave of absence without pay to Shop Stewards for the transactions of Union business and attending Trade Union conventions.
- 15.06** The Company may require an employee, prior to a return from leave, to provide medical documentation from a duly qualified medical practitioner certifying to the Company's satisfaction that the employee is fit to return to the classification they held at the time their leave commenced.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 The provisions of this Article 16 shall not be construed as a guarantee of or a limitation upon the hours of work per day or days of work per week.

16.02 Employees may, at the discretion of the Company, implement work averaging, modified or modified maximum work schedules. The scheduling and assignment of employees shall be at the discretion of the Company. The regular hours of work of Employees may vary by assignment and base of operation but should adhere to one of the following:

a) 8.5 hours per day with a 30-minute unpaid lunch (40 hours per week)

b) 12 hours per day with a 30-minute unpaid lunch (80.5 hours per week)

c) If employees wish to switch shifts in order to work a two (2) week rotational pattern the Employer may agree, provided the Company agrees all operational requirements are met.

16.03 The Company shall take reasonable steps to give the employees advance notice of any change or cancellation of regular working hours. When an employee is required to report for work and does report for work, they shall be guaranteed a minimum of three (3) consecutive hours of work or three (3) hours of pay at their regular rate of pay unless they have previously been advised by the Company not to report for work and provided, they performed the work, if any, that may be assigned to them that day. This Article 16.03 shall not apply when work is not available due to an act of God, adverse weather conditions, breakdown of machinery or other reasons beyond the reasonable control of the Company. To qualify for payment under this provision, employees must have their current address and telephone number on file with the Company.

16.04

a) Where reasonably practicable and subject to the requirements and efficiency of operations, meal periods will be granted by the Company. The meal period shall be one half (1/2) hour unpaid.

b) Where reasonably practicable and subject to the requirements and efficiency of operations, two (2) fifteen (15) minute paid coffee breaks will be provided.

16.05 The Company shall pay an employee one and one-half (1½) times their regular rate of pay, exclusive of any premiums, for all hours worked by them in excess of their regular scheduled shift or in excess of forty (40) hours per week averaged over the number of weeks applicable to the employee's averaging, modified or modified maximum work schedule.

Example:

1. Over a fourteen (14) day pay period where the employee is on a seven (7) day, twelve (12) hour shift (eleven and a half (11.5) hours paid), anything over eighty (80) hours will result in an overtime payment.

2. Over a twenty-eight (28) day period where the employee is on a fourteen (14) day twelve (12) hour shift (eleven and a half (11.5) hours paid), anything over one hundred and sixty (160) hours will result in an overtime payment.

- 16.06** No pyramiding or duplication of roles and classifications will be eligible for overtime.
- 16.07** Employees shall attend and remain at work as directed by the Company and use the timeclock system as directed by the Company.
- 16.08** Where overtime is required by the Company, the Company shall, to the extent reasonably practicable and subject to the requirements and efficiency of operations, give preference for overtime opportunities to the crew of employees previously assigned to the job for which the overtime is required. If there are insufficient qualified volunteers immediately available to do the required work, then the Company reserves the right to require employees presently on shift at work location to work the overtime which will be assigned on a reversed seniority basis to the most junior non-probationary employee immediately available to perform the overtime work who possesses the qualifications, experience, skill, ability and reliability to efficiently perform the tasks required. The Company will not assign overtime that extends their shift beyond 4 hours, to a maximum of 8 hours per week.
- 16.09** Each employee is required to notify their direct Manager or their direct Manager's designate prior to the start of their scheduled work period if they are going to be absent for any reason, indicating the reason for the absence and the probable length of the absence.
- 16.10** An employee who is subject to a Call-out shall be paid the greater of one and one-half (1½) times the employee's regular rate of pay for all hours worked on such Call-out, exclusive of any premiums, which premiums shall be added after any overtime calculation is done, or three (3) hours' pay at their regular rate of pay in addition to any applicable premiums. Re-occurring call outs that occur within the first three (3) hours of the initial call will be considered as one call out.

ARTICLE 17 - PAYMENT OF WAGES

17.01

- a) The hourly rates of pay payable to any employee in their respective classification shall be those set forth in Appendix "A" plus the applicable assignment rate appended hereto and forming part hereof.
- b) Applicable employees will progress up the scale on their classification anniversary date and the scale rate will change effective September 1 of each calendar year.
- c) An employee assigned a role(s) that is paid higher than their existing role, will be paid at the higher rate of that assigned role(s), and not at a combined rate of the role(s).
- d) A new hire AME may be evaluated for starting level based on the AME license date and the Company will advise the Chief Steward of such level.
- e) A new hire apprentice may be evaluated based on time identified in their logbook.

17.02

- a) Wages shall be paid bi-weekly payment schedule. The employees will be paid by direct deposit.
- b) Electronic paystubs will be made accessible to the employees containing all deductions and payments

17.03 All employees that are at the top of the E and BE scale or above the E and BE scale at the time of ratification of this agreement will receive a one-time wage recognition amount of \$2,000 payable in the month of January 2022.

17.04 Per Diems

An employee who is overnighing away from their assigned base at a location that the Company does not provide meals shall be entitled to the meal allowance provided they are away during all or any part of a meal period as specified below:

Breakfast \$20.00

Lunch \$20.00

Dinner \$30.00

17.05 An employee must be away from assigned base on an overnight where the accommodation does not provide breakfast in order to qualify for breakfast per diem.

17.06 No per diems will be paid if overnighing anywhere meals are provided and available. For clarity, continental breakfasts and soup bars are not to be deemed as meals being provided.

17.07 An employee who has overnighed away from their assigned base, but is not overnighing away again, may only claim the dinner per diem if they arrive back to their home station later than 1830 LT.

17.08 When an employee qualifies for per diems and an overnight occurs in the United States of America, the per diem shall be paid in U.S. dollars.

ARTICLE 18 – PERSONAL DAYS

- 18.01** If you have three (3) consecutive months of continuous employment with the Company, as an employee, you are entitled to up to 5 days of personal leave per calendar year.
- a) Each personal day used will be a full day period.
 - b) The first three (3) personal days are paid. The remaining two (2) personal days are unpaid.
 - c) After completing five (5) years of service, four (4) personal days are paid. The remaining one (1) personal day is unpaid.
- 18.02** An employee who wishes to use a personal day must notify their manager or designate as soon as practicable, but no later than one (1) hour prior to their scheduled shift.
- 18.03** Personal days are not to be used in conjunction with vacation days. Abuse of personal days will not be tolerated. The Parties shall not tolerate abuse of this privilege. To this end:
- a) At any time, the Company suspects misuse of the Personal Days by any employee, a meeting shall be held.
 - b) The Parties may schedule a meeting with any employee that does not report for scheduled work
 - c) Any employee who is found by the Company to be abusing the Personal Days may be subject to discipline as per Section 10.
- 18.04** A paid personal day will be paid at the rate equivalent to the regular straight time wage rate that the employee would otherwise have earned. Unused personal days are non-cumulative and shall not be carried over to a subsequent year.

ARTICLE 19 – BEREAVEMENT

19.01 Immediately following a death in their immediate family, an employee shall be entitled to three (3) paid bereavement days for which they were scheduled to work.

Immediate family is defined as per the Canada Labour Code as follows.

- (a) the employee's spouse or common-law partner*;
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- (c) the employee's children and the children of the employee's spouse or common-law partner;
- (d) the employee's grandchildren;
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;
- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

* "spouse or common law partner" means a person of the same or opposite sex who is married to the non-probationary employee or who has cohabited with the non-probationary employee in a conjugal relationship for at least twelve (12) consecutive months.

19.02 If requested, in order to qualify for bereavement leave, it must be established to the satisfaction of the Company that the employee's immediate family member died.

19.03 Compassionate Leave

Unpaid compassionate leave may be granted at the discretion of the Employer, in accordance with Section 14 – Leave of Absence, but such approval shall not unreasonable be withheld.

ARTICLE 20 - BENEFITS & PENSION

20.01 For all employees employed at the time of ratification, the following will apply:

- a) In the first year of the agreement, starting September 2021, the Company will pay 100% of the costs of the benefit premiums.
- b) In the second year of the agreement, starting September 2022, the Company will pay 80% of the costs of the benefit premiums, and the employee will pay 20% of the costs of the benefit premiums.
- c) In the third year of the agreement, starting September 2023, the Company will pay 60% of the costs of the benefit premiums, and the employee will pay 40% of the costs of the benefit premiums.

20.02 For all employees hired after the date of ratification, the Company agrees to pay 50% of the costs of the benefit premiums and the employee will pay 50% of the costs of the benefit premiums as outline below.

20.03 The Company agrees to explore cost saving options to reduce the cost of the benefits. Any benefit and/or insurance provided through the Group Insurance Plan shall be as more particularly described and set forth in the respective policy(s) of insurance and benefit plan document(s). The specific application and administration of all insurance benefits, and all matters with respect to the Group Insurance Plan, shall be governed by the terms of the contract(s) with the insurance carrier(s). In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the employee and the insurer or carrier concerned. In such cases, however, the Company if requested by the employee will intervene in an attempt to adjust or settle the dispute, but in all cases the Company's exclusive obligation shall be to pay its portion of the premiums for plans as referenced in this Section.

20.03 An employee on a leave of absence without pay may elect to maintain dental and extended health benefits for a maximum of three (3) months by paying for one hundred percent (100%) of the total cost of such benefits. The total cost of the benefits must be prepaid prior to the effective date of the leave of absence without pay. Failure to prepay the cost will result in cancellation of benefits and may subject the employee to waiting periods upon reinstatement as stipulated in the insurance carrier's contracts.

20.04 Employees on a layoff who have not lost seniority as per section 11, have the option of maintaining coverage, for up to a maximum of twelve (12) months, for medical and dental by prepaying both the Companies and the employees' portion of the premiums in advance on a month-by-month basis, provided you have not gained employment elsewhere.

20.05 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s). In such cases the Company shall inform the IAMAW. In any event the benefits provided will not be reduced without the express agreement of the Union.

20.06 A full-time employee shall be required to participate as a condition of employment in the Group Benefits Insurance plan, as arranged by the Company, after three (3) Calendar Months of continuous employment with the Company. Information on the Group Benefit Insurance plan will be provided by Human Resources to the employee upon request.

All full-time employees shall be enrolled in the Company's Defined Contribution Plan (Pension Plan), administered by Manulife Financial, Policy No. 88611009, after twelve (12) calendar months of continuous service with the Company. In order to prevent misunderstandings with respect to the pension plan the parties agree to the following:

- 1) Full time employees will contribute an amount equal to three percent (3%) of their earnings excluding overtime, bonuses, etc.
- 2) The Company will contribute, for eligible employees, an amount equal to three percent (3%) of the employee's earnings excluding overtime, bonuses, etc.
- 3) Any full-time employee who has completed seven (7) years of service, can contribute an amount equal to 4% of their earnings if they so choose, the company will contribute an amount equal to 4% of the employee's earnings excluding overtime, bonuses, etc.
- 4) All other terms of reference shall be as contained in the master contract and in accordance with any Government regulations covering such plans.
- 5) Employees may at any time make voluntary contributions to the Pension Plan. Voluntary contributions are not matched by the Company.

ARTICLE 21 – HOLIDAYS

21.01 The Company recognizes the following ten (10) paid statutory holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Boxing Day
Truth and Reconciliation Day
August Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day

* Note: The August Civic Holiday appears in lieu of Remembrance Day.

21.02 In order to qualify for any of the holidays referred to in Article 21.01, the employee must be active on the payroll for thirty (30) days.

21.03 An employee who works on a holiday referred to in Article 21.01 and complies with the qualifications set forth in Article 21.02 shall be entitled to one and one-half (1.5) times their regular hourly rate of pay for all hours worked by them on the holiday, plus an amount equivalent to their regular rate of pay for the number of straight time hours in their normal workday.

21.04 An employee who does not work on a holiday referred to in Article 21.01 and who complies with the qualifications set forth in Article 21.02 shall be paid for the holiday an amount equivalent to their regular pay and regular hours.

ARTICLE 22 - VACATION WITH PAY

22.01 Each employee shall be granted and shall take their vacation at such times as are mutually agreed to between the Company and the employee, provided however that the Company shall, subject to the requirements and efficiency of operations, endeavour to give preference in the selection of vacation dates to employees having the most seniority in their base and provided however that it is understood that the final right to determine the scheduling of all vacations is exclusively reserved to the Company to ensure the efficient and orderly operation of the Company.

VACATION YEAR

22.02 The vacation year shall run from January 1 to December 31.

VACATION ENTITLEMENT

22.03 Annual vacation shall be based on completed years of continuous service with reference to the most recent date of hire as an employee of the Company.

22.04 Annual vacation entitlement shall be granted based on the following Table A:

Length of Service	Vacation Time	Percentage of Gross Pay
Less than one year	No allotment	4%
After completing 1 year	2 weeks	4%
After completing 4 years	3 weeks	6%
After completing 9 years	4 weeks	8%
After completing 15 years	5 weeks	10%
After completing 20 years	6 weeks	12%

22.05 Employees with less than one (1) year of continuous service upon termination will receive vacation pay in accordance with the provisions of the Canada Labour Code.

VACATION BIDDING PROCESS

22.06 On October 1st of each year the Company shall post a vacation Calendar with open dates for bidding purposes. Each employee will have an assigned time frame to submit their vacation request.

22.07 The bidding process will be done in order of seniority.

- 22.08** The Company will allow one employee vacation request per day to be completed on the vacation calendar. Once all employees have submitted their requests on October 1st, the schedule will be finalized by Management and posted by October 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 October 15th will be awarded on a first come first served basis.
- 22.09** All employees will bid for such holidays as they may be entitled to use in the calendar year following the bid period. After the October 15th close of bidding, any employee who has failed to designate their choice of vacation on such list must take their 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.
- 22.10** If an employee has not identified all their vacation requirement by June 1st of the vacation year, the Company may assign to ensure vacation is taken, or, inform the employee of the dates their vacation pay will appear on their paycheck.
- 22.11** All vacation must be taken or paid out in the vacation year.
- 22.12** Bid vacations will be taken in blocks of seven (7) working days for rotational schedules and five (5) working days for non-rotational schedules. With the following exception: Employees will be entitled to take four (4) single vacation days during the vacation year. Bidding of these single days can be done on the vacation calendar or during the vacation year, with a minimum of three (3) weeks' notice prior to the requested day.
- 22.13** Consecutive vacation blocks are not allowed, except for non-rotational, where a maximum of 3 weeks (15 days) may be awarded.
- 22.14** In order to accommodate requests, the Company may restrict the number of vacation block allotments by seniority to two (2) vacation blocks per employee during the period of May 15 to September 15.
- 22.15** In the event of unforeseen workload occurring by reason of emergency, the Company may seek volunteers from amongst employees who have vacation approved at that time to meet the additional workload.

- 22.16** 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.
- a) Full-time employees shall be paid their vacation pay in the pay period in which their vacation falls.
 - b) Part-time employees will have their vacation pay paid out on each pay cheque.
- 22.17** 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 employee will notify the Production Manager as soon as practicable.
- 22.18** The Company shall confirm vacation dates and the number of weeks to be taken at one time for employees within such period of time as is practicable subject to the requirements and efficiency of operations.

ARTICLE 23 – TRAVEL TIME YPL/YXL/YRL BASE

- 23.01** The Company will decide the travel time and method when moving employees to its operational bases, prior to or after the end of the employee's rotation.
- 23.02** For employees permanently assigned to Northern Bases where an extended hold over of the flight (greater than twelve (12) hours exists from shift end to actual departure time, they will be paid at regular time for all hours after twelve (12). The above does not apply for mechanical or weather delays that may extend departure beyond the twelve (12) hours.
- 23.03** Company provided Travel to Operational Bases

For employees who are not assigned YPL, YXL, or YRL as their operational base, the Company shall pay travel time at the regular rate of pay, commencing one (1) hour prior to the scheduled departure time from a location of Company operations to/from YPL or YXL or YRL as applicable to a maximum of.

From/To Thunder Bay:

- a) YXL - two and a quarter (2.25) hours
- b) YPL - two and three quarter (2.75) hours
- c) YRL – three (3) hours

From/To Sioux Lookout:

- a) YQT – two and a quarter (2.25) hours
- b) YPL – two (2) hours
- c) YRL – one and three quarters (1.75) hours

From/To Red Lake:

- a) YXL – one and three quarters (1.75)
- b) YPL – three (3) hours
- c) YQT – three (3) hours

From/To Pickle Lake:

- a) YXL – two (2) hours
- b) YRL – three (3) hours
- c) YQT – two and three quarter (2.75) hours

23.04 Company provided travel to Non-Operational Bases

- 23.05** During assignments to locations other than Company operational bases and during an employee's regular scheduled shift, an Employee shall be paid travel time at the applicable rate of pay commencing one hour prior to the scheduled departure from the airport of departure to a location of Company operations.
- 23.06** During assignments to location other than Company operational bases and outside of an employee's regular scheduled shift, an Employee shall be paid travel time at the applicable overtime rate of pay commencing one hour prior to the scheduled departure from the airport of departure to a location of Company operations

ARTICLE 24 - TERM ASSIGNMENT

24.01 Term Assignment – Is a temporary assignment away from the Employee’s regular base, which involves an overnight stay.

24.02 Employees who are given a term assignment, should receive five (5) days’ notice prior to the beginning of the term assignment.

24.03

- a) Employees who are given a term assignment with less than five (5) days’ notice prior to the beginning of the term assignment, will receive seventy-five (\$75) dollar premium pay in lieu of notice.
- b) Term Assignments are to be assigned in an equitable manner subject to operational requirements and Employee skill sets.

24.04 Emergency Assignments – are less than 7 days’ notice – applicable assignment rates apply, plus 3 hours pay in lieu of 7 days’ notice.

24.05 Volunteers for Term Assignments will be thoroughly sought prior to any assignment. Once Management has made all reasonable efforts for finding volunteers, assignment may be used in accordance with operation requirements and Employee skill sets.

24.06 Where an Employee has been sent on a Term Assignment, they will receive the applicable assignment rate associated with the base.

ARTICLE 25 – ON CALL

- 25.01** It is recognized that there are operational circumstances where it is necessary and appropriate to designate an Employee as being On Call.
- 25.02** Management shall assign On Call status to qualified Employees, as required. Management is responsible for scheduling Employees for On Call status and shall give Employees as much notice as possible by establishing On Call schedules. Where an unanticipated On Call status for an immediate need arises, Management will make every effort to solicit volunteers to be On Call.
- 25.03** Where no qualified volunteers are not available, Management may assign a qualified Employee to be On Call. The assigned qualified employee must identify any pending expenditures that may occur when assigned. Where Management places an Employee On Call for the immediate need and has been advised by the Employee of expenditures incurred, the Member shall be reimbursed by the Company for the non-refundable portion of contracts or reservations made by the Employee in respect of that period, subject to the presentation of any documentation Management may require. The Employee must make every reasonable effort to mitigate any losses incurred and will provide proof of such action to Management when requested.
- 25.04** Where Management places an Employee on an On Call status, they must be available to report to work or respond to telephone inquiries as assigned by the Manager. Management and the Employee shall agree on the method of communication to be used (i.e., cellphone, pager). An Employee shall receive two dollars (\$2) per hour at straight time for each hour they are placed on call and not at work. Should an On Call Employee be required to report to work they will be paid the On Call premium in addition to the minimum call in of three (3) hours pay or actual time worked, whichever is greater. On Call hours are not considered hours worked for the purposes of calculating overtime.

ARTICLE 26 – TRAINING

Preamble

- 26.01** For the purposes of this section, the cost of training shall be defined as.
- a) the cost of the course
 - b) other expenses in excess of \$2,500 CAD (i.e., travel, accommodations and per diems)
- 26.02** Training identified by the Company as voluntary will be scheduled at the discretion of the Company. Employees who elect to attend such training will do so on their own time and at their own expense.
- 26.03** Training identified by the Company as mandatory will be scheduled at the discretion of the Company, but the Company will endeavour to normally schedule such training during regular hours of work. Time spent by employees in such training will be considered as hours of work and paid as such.
- 26.04** An Employee shall be paid travel time at their regular rate of pay commencing one hour prior to the scheduled departure from the airport of departure to the training location to a maximum of eight (8) hours regular time per day.
- 26.05** The Company will be responsible for arranging travel and accommodations for the employee.
- 26.06** An employee selected by the Company to receive training for a specific aircraft type will sign a training bond and promissory note prior to the commencement of training and will be provided with a copy of the signed training bond and promissory note. Pursuant to the training bond and promissory note and in lieu of the employee being required to immediately pay the cost of such training as defined in the Preamble, the Company will pay the cost of such training which cost the employee shall repay to the Company as follows:
- (a) subject to (b), (c), (d) and (e) below, commencing one (1) month after the employee's achievement of a passing grade following the successful completion of the training, the Company will credit to the employee one twenty-fourth (1/24) of the total cost of the training for each full month the employee is employed with the Company following the successful completion of the training;
 - (b) in the event that the employee fails to complete the training or achieve a passing grade, the Company and IMAW will jointly review the circumstances which led to the failure. If no course is rescheduled after the review, the employee agrees that they shall immediately pay to the Company the total cost of such training;

- (c) in the event that the employee resigns from their employment or the Company terminates their employment for just cause at any time during the period of twenty-four (24) months immediately following the employee's successful completion of the training, the employee agrees that they shall immediately pay to the Company the balance remaining pursuant to (a) above;
- (d) in the event that at any time during the period of twenty-four (24) months immediately following the employee's successful completion of the training, the Company discontinues use of the aircraft to which the training relates and does not offer an alternate position to the employee or terminates the employee's employment without just cause, the balance remaining pursuant to (a) above shall be reduced to \$0.00; and
- (e) any amounts owing to the Company under (b), (c) or (d) above may be deducted from any wages owing to the employee unless prior repayment arrangements have been agreed to between the parties. If such deductions are insufficient to satisfy the employee's payment obligations hereunder, the employee will immediately pay to the Company the amount remaining after such deductions.

ARTICLE 27 - CLOTHING

- 27.01** Employees shall wear uniforms at all times during working hours. Uniforms are the responsibility of the employee. Uniform items and colour must be approved by the Company prior to purchase. The Company, at its discretion, may require that uniform items be outfitted with Company logo at the expense of the Company. Uniforms are to be kept clean, properly fitted and presentable at all times.
- 27.02** The Company will provide each full-time employee with an allowance of three hundred and fifty (\$350), unreceipted, once each calendar year on their anniversary date. This allowance is to be used for the following uniform items:
- CSA approved footwear
 - Outerwear
 - Clothing
- 27.03** The Company agrees to supply one (1) pair of work gloves annually to all employees.
- 27.04** The Company agrees to supply one (1) hearing protection headset, respirator, safety glasses and safety vest to each employee. Employees agree to exercise proper care of all tools and equipment placed in their care. Improper use or treatment could result in disciplinary action. Employees will be required to wear the safety equipment as per Company policy (subject to amendments)

ARTICLE 28 - LIVING ACCOMMODATION

- 28.01** Where an Employee has been sent on an Assignment, the Company, will provide suitable accommodation.
- 28.02** Single rooms shall be provided at staff houses when and where available. At no time shall the number of occupants of any staff house exceed the number of bedrooms in the house.
- 28.03** The Company will be responsible for ensuring staff houses are kept in good repair and that each bedroom door is lockable.
- 28.04** At the Company's discretion, when and where available, and if staff housing allocation allows, the Company may separate night shift and day shift in staff houses.

ARTICLE 29 - HEALTH & SAFETY

- 29.01** The Company, the Union and the employees mutually agree to abide by the provisions of Part II of the *Canada Labour Code* and cooperate in maintaining and improving the clean and safe working conditions in the Company's premises and in its operations. The Union agrees to cooperate in the enforcement of the Company's rules, regulations, policies, practices and procedures concerning safety, health and sanitation and failure by an employee to comply with such rules, regulations, policies, practices and procedures may result in the employee being disciplined, up to and including discharge.
- 29.02** The Company and the Union agree to the establishment of a Safety and Health Committee in accordance with the provisions of the *Canada Labour Code*, which committee will meet in accordance with the provisions of the *Canada Labour Code*. The Safety and Health Committee will consist of an equal number of Union and Company representatives.
- 29.03** The Safety and Health Committee will have the rights, duties and obligations set forth in the *Canada Labour Code*.

ARTICLE 30 - MISCELLANEOUS PROVISIONS

- 30.01** This Agreement represents the parties' full, complete and only agreement on all issues. Any issue, practice, benefit or condition not specifically and clearly set forth herein is excluded from this Agreement.
- 30.02** This Agreement may not be amended, changed, altered or qualified except in writing between the parties.
- 30.03** This Agreement cancels and supersedes any and all previous agreements and claims arising thereunder

ARTICLE 31 - DURATION OF AGREEMENT

- 31.01** This Agreement shall be effective from Date of Ratification and shall continue in full force and effect until August 31, 2024.
- 31.02** A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than thirty (30) and not more than ninety (90) days prior to the expiry date hereof. During the period of such negotiations this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

THIS AGREEMENT SHALL BECOME EFFECTIVE ON SEPTEMBER 1, 2021 AND SHALL CONTINUE IN FULL FORCE AND EFFECTIVE UNTIL MIDNIGHT AUGUST 31, 2024.

Signed this 1st day of Nov 2021.

For the Company



James Ward
Chief Executive Officer



Brad Martin
Chief Operating Officer



Jeff Busniuk
Chief Financial Officer



Kerri Baryla
Senior Human Resources Advisor

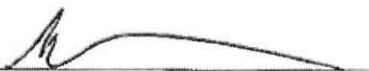


Ron Gernat
VP of Maintenance



Mike Fawcett
Production Manager

For the Union



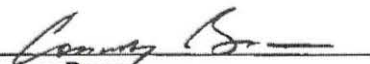
Scott Jackson
National Representative IAMAW



Richard Sheppard
Negotiating Committee Member



Aaron Serrao
Negotiating Committee Member



Conway Brown
Negotiating Committee Member

Pay Scale Classifications

Base Engineer = ACA Engineer + \$7.00 Assignment rate	Year 1	Year 2	Year 3	
BE8 from 84 months	\$ 45.79	\$ 46.57	\$ 47.36	
BE7 from 72 months	\$ 44.95	\$ 45.71	\$ 46.48	
BE6 from 60 months	\$ 44.04	\$ 44.78	\$ 45.53	
BE5 from 48 months	\$ 43.15	\$ 43.88	\$ 44.61	
BE4 from 36 months	\$ 42.04	\$ 42.74	\$ 43.45	
BE3 from 24 months	\$ 40.81	\$ 41.49	\$ 42.18	
BE2 from 12 months	\$ 39.41	\$ 40.06	\$ 40.72	BE1 & BE2 eliminated at end of Year 2
BE1 from 0 months	\$ 37.76	\$ 38.38	\$ 39.01	BE1 eliminated at end of Year 1

NOTE - Base Engineer is calculated as ACA Engineer Base Rate x % adjustment each year + \$7.00

ACA Engineer	Year 1	Year 2	Year 3	
E8 from 84 months	\$ 38.79	\$ 39.57	\$ 40.36	
E7 from 72 months	\$ 37.95	\$ 38.71	\$ 39.48	
E6 from 60 months	\$ 37.04	\$ 37.78	\$ 38.53	
E5 from 48 months	\$ 36.15	\$ 36.88	\$ 37.61	
E4 from 36 months	\$ 35.04	\$ 35.74	\$ 36.45	
E3 from 24 months	\$ 33.81	\$ 34.49	\$ 35.18	
E2 from 12 months	\$ 32.41	\$ 33.06	\$ 33.72	E1 & E2 eliminated at end of Year 2
E1 from 0 months	\$ 30.76	\$ 31.38	\$ 32.01	E1 eliminated at end of Year 1

Mechanic	Year 1	Year 2	Year 3	
M6 from 60 months	\$ 29.54	\$ 30.13	\$ 30.73	
M5 from 48 months	\$ 29.01	\$ 29.59	\$ 30.18	
M4 from 36 months	\$ 28.42	\$ 28.99	\$ 29.57	
M3 from 24 months	\$ 26.83	\$ 27.36	\$ 27.91	
M2 from 12 months	\$ 25.08	\$ 25.58	\$ 26.09	
M1 from 0 months	\$ 24.48	\$ 24.97	\$ 25.47	

Apprentice	Year 1	Year 2	Year 3	
A7 from 66 months	\$ 22.82	\$ 23.27	\$ 23.74	
A6 from 54 months	\$ 22.17	\$ 22.61	\$ 23.06	
A5 from 42 months	\$ 21.78	\$ 22.22	\$ 22.66	
A4 from 30 months	\$ 20.40	\$ 20.81	\$ 21.23	
A3 from 18 months (College)	\$ 18.08	\$ 18.44	\$ 18.81	
A2 from 0 months	\$ 16.91	\$ 17.25	\$ 17.59	

ASSIGNMENT RATES	RATE
Base Engineer Coverage	\$ 7.00
MOC	\$ 3.50
Crew Chief / Shop Supervisor	\$ 3.00
Structures / Avionics / QA Assistant / SMS Assistant / Special Projects	\$ 1.00
NDT - Start at E1	\$ 1.00
Nightshift (Apprentice and Mechanics)	\$ 1.00
Nightshift (Licensed - ACA)	\$ 2.00
YXL	\$ 5.00
YXL (company housing provided)	\$ 1.00
YPL + YRL	\$ 3.00
Additional ACA or Rating	\$ 0.50

NOTES

1. No pyramiding of assignment rates are allowed for the coverage of Base Engineer / Avionics Manager, MOC, Crew Chief, Shop Supervisor positions.
2. A new hire AME may be evaluated for starting level base on the AME license date.
3. A new hire apprentice may be evaluated for starting level based on time identified in their logbook.
4. Base Engineer is calculated as ACA Engineer Base Rate x % adjustment each year + \$7.00

From: [iamsurveyadmin](#)
To: [DataInfoGroup](#)
Subject: SRF-5
Date: Monday, February 7, 2022 12:24:24 PM

This email is from a sender not in the IAM's email system. Do not click any links or open attachments unless you are expecting this information. If unsure, contact the sender to confirm.

Username: CF2FF5D3-072B-4156-A64D-FAF9289076E0
Numeric Response ID: 130678
Response GUID: 96E9FC08-B5F7-421C-B4A7-0F26F317BE2A
Survey Start Date: Monday, 07 February 2022 12:13:03
Survey Completed Date: Monday, 07 February 2022 17:24:17

Your Name and Title:

Scott Jackson, GLR

Name of Employer:
(Company Name)

Wasaya Airways

Site Address of Employer:
(Address where work is performed)

Thunder Bay, ON Pickle Lake, ON Red Lake, ON

Corporate Parent:
(if applicable)

Not Answered

Former Name:
(if applicable)

Not Answered

Effective Date:
MM/DD/YYYY

09/01/2021

Expiration Date:
MM/DD/YYYY

08/31/2024

Number of Employees in the IAM Bargaining Unit:

Do not include other unions that you jointly negotiate with in this number.

45

Number of IAM Members in the Bargaining Unit:

45

Local Lodge(s):

2413

District Lodge(s):

140

Products Manufactured and/or Services Provided by Bargaining Unit:

Please state Primary Products/Services and/or Other Products/Services provided.

Airways

Other Union Agreements at this location:

IAM

Type of Union Security:

Rand Formula

Does this Agreement / or is this Agreement ...

First Agreement	Yes
-----------------	-----

Dues Check-Off	Yes
----------------	-----

MNPL Check-Off	
----------------	--

Covered by a Federal Wage Determination (i.e.: Service Contract Act)	
--	--

Apprenticeship Program	Yes
------------------------	-----

General Wage Increases and/or Lump Sum Payments

Please indicate if \$ or %. If no increase was negotiated, please enter "Zero".

	Wage Increase	Lump-Sum	Date
--	---------------	----------	------

First	Various		09/01/2021
-------	---------	--	------------

Second	2%		09/01/2022
--------	----	--	------------

Third	2%		09/01/2023
-------	----	--	------------

Fourth			
--------	--	--	--

Fifth			
-------	--	--	--

Sixth			
-------	--	--	--

Reopener Date:

MM/DD/YYYY

08/31/2024

Average Unit Wage Rate

\$35.00

Bonuses not included above:

Please enter amount(s) (\$ or %)

Signing

Year End/Holiday

Other

Defined Benefit Pension:

No

Has any portion of the defined benefit pension been frozen?

Not Answered

If pension is frozen, please explain if there is anything replacing the pension for the impacted workers (such as amount of additional employer contribution to a savings plan).

Not Answered

Defined Contribution/Savings Plan for all employees?

Yes

Additional Defined Contribution/Savings Plan for new hires? (i.e., in the event of frozen pension)

No

Employer Contribution:

Please state amount/formula and if match.

3%

Additional information regarding defined contribution savings plan:

Not Answered

Does the Agreement provide for the following types of insurance?

Health Yes

Prescription Drug Yes

Dental Yes

Vision Yes

Type of Plan:

Single Employer

Please enter the share of health insurance costs paid by employees in dollars per week or per month for the plan covering MOST employees in the Bargaining Unit:

Employee Employee + One Family

Enter amount

Additional Information:

By contract end costs split Employer 60% and Employee 40%

Please attach an electronic version of the Contract here.

signed CBA.pdf - 9 MB

[Download File](#)