

# COLLECTIVE AGREEMENT

*Between:*

**Viking Air Ltd.**



*And:*

**Unifor Local 114**



**Effective: June 1, 2017 to May 31, 2022**

**13864 (04)**

**TABLE OF CONTENTS**

**PREAMBLE ..... 1**

**ARTICLE 1 - RECOGNITION AND SCOPE..... 1**

    1.01 BARGAINING AGENT..... 1

    1.02 NO INDIVIDUAL CONTRACTS OR AGREEMENTS ..... 1

**ARTICLE 2 - UNION RIGHTS ..... 1**

    2.01 SHOP STEWARDS..... 1

    2.02 NOTIFICATION IN WRITING..... 2

    2.03 UNION ACCESS TO WORKSITES ..... 2

    2.04 NO DISCRIMINATION DUE TO UNION ACTIVITY ..... 2

    2.05 SHOP STEWARDS DUTIES ..... 2

    2.06 UNION MEMBERSHIP AND ORIENTATION..... 3

    2.07 UNION BULLETIN BOARDS ..... 3

    2.08 CONTRACTING OUT..... 4

    2.09 BARGAINING UNIT WORK ..... 4

    2.10 PICKET LINES..... 5

    2.11 UNION OFFICE ..... 5

    2.12 PAID BARGAINING TIME ..... 5

    2.13 PRINTING THE COLLECTIVE AGREEMENTS..... 5

    2.14 ACCESS TO SHOP STEWARDS ..... 6

    2.15 INFORMATION FOR THE UNION ..... 6

    2.16 PAID EDUCATION LEAVE ..... 7

    2.17 RETURN FROM UNION LEAVE..... 7

**ARTICLE 3 - UNION DUES DEDUCTIONS ..... 8**

    3.01 DUES DEDUCTION AND REMITTANCE..... 8

    3.02 DUES ON T4 SLIPS ..... 8

    3.03 NEW EMPLOYEES..... 8

**ARTICLE 4 - DISCIPLINE AND DISCHARGE OF EMPLOYEES ..... 8**

    4.01 DISCIPLINE FOR JUST AND REASONABLE CAUSE..... 8

    4.02 UNION REPRESENTATION AT INVESTIGATIVE AND DISCIPLINARY MEETINGS..... 8

    4.03 REMOVAL OF DISCIPLINE..... 9

    4.04 TIME LIMIT FOR IMPOSITION OF DISCIPLINE..... 9

    4.05 INSPECTION OF EMPLOYEE FILE..... 9

    4.06 COACHING RECORDS..... 9

**ARTICLE 5 - MANAGEMENT RIGHTS ..... 9**

    5.01 MANAGEMENT RIGHTS DEFINED..... 9

    5.02 JUST CAUSE FOR DISCIPLINE ..... 10

**ARTICLE 6 - GRIEVANCE PROCEDURE..... 10**

    6.01 PURPOSE OF GRIEVANCE PROCEDURE..... 10

    6.02 DEFINITION OF A GRIEVANCE ..... 10

    6.03 TYPES OF GRIEVANCES..... 10

    6.04 GRIEVANCE STEPS..... 10

    6.05 GRIEVANCE FORMAT AND TIME FRAMES ..... 11

    6.06 SUSPENSION OR DISMISSAL GRIEVANCES ..... 11

    6.07 TIME LIMIT EXTENSIONS..... 11

    6.08 GRIEVANCE MEETINGS..... 11

    6.09 MONETARY ADJUSTMENTS..... 11

    6.10 ALTERNATE DISPUTE RESOLUTION PROCEDURES..... 11

<b>ARTICLE 7 - ARBITRATION</b> .....	<b>12</b>
7.01 REFERRAL TO ARBITRATION.....	12
7.02 SINGLE ARBITRATOR.....	12
7.03 FAILURE TO AGREE ON ARBITRATOR .....	12
7.04 CONFLICTS.....	12
7.05 ARBITRATOR GOVERNED BY AGREEMENT.....	12
7.06 BINDING DECISION .....	12
7.07 ARBITRATION EXPENSES .....	12
<b>ARTICLE 8 - HUMAN RIGHTS AND ANTI-HARASSMENT</b> .....	<b>13</b>
8.01 DISCRIMINATION / HARASSMENT PROHIBITED.....	13
8.02 SEXUAL HARASSMENT.....	13
8.03 COMPLAINT PROCEDURE.....	13
8.04 RIGHTS OF ARBITRATOR.....	14
8.05 TRANSFER OF HARASSER.....	14
8.06 EXTERNAL REDRESS.....	14
8.07 REASONABLE DUTY TO ACCOMMODATE.....	14
8.08 HARASSMENT AND DISCRIMINATION TRAINING .....	14
<b>ARTICLE 9 - SENIORITY</b> .....	<b>15</b>
9.01 PROBATIONARY PERIOD.....	15
9.02 PROBATION AND SENIORITY .....	15
9.03 LAYOFF PROCEDURES.....	15
9.04 SENIORITY RETENTION.....	16
9.05 RECALL PROCEDURES .....	16
9.06 NOTIFICATION OF RECALL.....	16
9.07 LOSS OF SENIORITY.....	17
9.08 UNION NOTIFICATION PRIOR TO LAYOFF.....	17
9.09 SENIORITY LISTS .....	17
9.10 NO LOSS OF SENIORITY DUE TO SICKNESS OR INJURY.....	18
9.11 TRANSFERS OUTSIDE THE BARGAINING UNIT.....	18
<b>ARTICLE 10 - LEAVES OF ABSENCE</b> .....	<b>18</b>
10.01 LEAVE OF ABSENCE REQUESTS.....	18
10.02 FAILURE TO RETURN FROM LEAVE.....	18
10.03 ACCRUAL OF SENIORITY WHILE ON LEAVE .....	18
10.04 RESPONSES TO REQUESTS FOR LEAVE .....	18
10.05 NO WORK ELSEWHERE.....	19
10.06 UNION LEAVE OF ABSENCE .....	19
10.07 MATERNITY LEAVE.....	19
10.08 MEDICAL LEAVES.....	21
10.09 PARENTAL LEAVE .....	21
10.10 FAMILY RESPONSIBILITY / COMPASSIONATE CARE LEAVE.....	22
10.11 BEREAVEMENT LEAVE .....	23
<b>ARTICLE 11 - HEALTH AND SAFETY</b> .....	<b>24</b>
11.01 HEALTH AND SAFETY RESPONSIBILITY.....	24
11.02 OCCUPATIONAL HEALTH & SAFETY COMMITTEE .....	24
11.03 ACCIDENT AND INCIDENT INVESTIGATIONS.....	26
11.04 INJURED WORKER PROVISIONS.....	27
11.05 FIRST AID ATTENDANTS.....	27
11.06 CONFIDENTIALITY.....	27
11.07 RIGHT TO REFUSE UNSAFE WORK.....	27
11.08 PROPER TRAINING AND EDUCATION .....	29
11.09 DUTY TO ACCOMMODATE.....	30
11.10 NATIONAL DAY OF MOURNING.....	30
11.11 PROTECTIVE EQUIPMENT.....	30

11.12	EQUIPMENT AND WORKPLACE ENVIRONMENT STANDARDS.....	30
11.13	PROTECTIVE FOOTWEAR ALLOWANCE.....	31
11.14	RIGHT TO ACCOMPANY INSPECTOR.....	31
11.15	MANNER OF DRESS.....	31
11.16	WORKING ALONE.....	31
11.17	RESULTS OF ENVIRONMENT MONITORING TESTS.....	32
11.18	ERGONOMIC REQUIREMENTS.....	32
11.19	EMPLOYEE LUNCHROOMS AND WASHROOMS.....	32
<b>ARTICLE 12 - HOURS OF WORK AND OVERTIME.....</b>		<b>32</b>
12.01	WORK TIME.....	32
12.02	HOURS OF WORK.....	33
12.03	WORK WEEK AND SCHEDULES.....	33
12.04	NORMAL HOURS OF WORK AND VARIANCE REQUESTS.....	34
12.05	SHIFT SCHEDULE IMPLEMENTATION.....	35
12.06	SHIFT BIDDING.....	35
12.07	PERMANENT SHIFT VACANCY POSTING, SELECTION AND TRANSFER.....	36
12.08	TEMPORARY SHIFT VACANCY AND TRANSFER PROCESS.....	37
12.09	MEAL BREAKS AND REST PERIODS.....	37
12.10	OVERTIME MEAL BREAKS AND REST PERIODS.....	38
12.11	DAILY OVERTIME RATES.....	38
12.12	WEEKLY OVERTIME RATES.....	38
12.13	SUNDAY, THURSDAY AND SEVENTH (7 <sup>TH</sup> ) DAY OF WORK OVERTIME RATES.....	39
12.14	REPORTING PAY.....	39
12.15	MEDICAL OR PERSONAL TIME OFF.....	39
12.16	MAKE-UP TIME.....	39
12.17	OVERTIME CRITERIA.....	40
12.18	MANDATORY OVERTIME SCHEDULING.....	40
12.19	SHORTER WORK WEEKS.....	41
12.20	SATURDAY AND SUNDAY WORK TO A MINIMUM.....	41
<b>ARTICLE 13 - GENERAL HOLIDAYS.....</b>		<b>42</b>
13.01	ELIGIBILITY FOR GENERAL HOLIDAYS.....	42
13.02	GENERAL HOLIDAYS DEFINED.....	42
13.03	EXACT DATES FOR HOLIDAYS.....	43
13.04	PAYMENT FOR TIME WORKED ON A STATUTORY HOLIDAY.....	43
13.05	GENERAL HOLIDAYS AND LEAVES.....	43
13.06	HOLIDAY FALLING WITHIN EMPLOYEE'S VACATION.....	43
13.07	GENERAL HOLIDAYS AND LAYOFFS.....	43
<b>ARTICLE 14 - VACATIONS.....</b>		<b>43</b>
14.01	VACATION ENTITLEMENT.....	43
14.02	DEFINITION OF EMPLOYMENT.....	44
14.03	VACATION PAY.....	44
14.04	PLANT SHUTDOWNS.....	44
14.05	VACATION SCHEDULING.....	45
<b>ARTICLE 15 - PAYMENT OF WAGES.....</b>		<b>46</b>
15.01	PAY PERIODS DEFINED.....	46
15.02	DIRECT DEPOSIT.....	46
15.03	DEDUCTIONS.....	46
15.04	PAY STATEMENTS.....	46
15.05	BANKED TIME.....	46
15.06	TAX STATEMENTS.....	47
<b>ARTICLE 16 - BENEFITS.....</b>		<b>47</b>
16.01	MEDICAL SERVICES PLAN (MSP) PREMIUMS.....	47

16.02	HEALTH AND WELFARE PLAN.....	47
16.03	ADMINISTRATION OF BENEFIT PLAN(S).....	50
16.04	GROUP RRSP PLAN.....	51
16.05	COMPANY CONTRIBUTIONS TO GROUP RRSP PLAN .....	51
16.06	PATERNITY LEAVE.....	51
16.07	SICK TIME / FAMILY RESPONSIBILITY .....	52
<b>ARTICLE 17 - JURY OR CROWN WITNESS DUTY .....</b>		<b>52</b>
17.01	JURY OR CROWN WITNESS DUTY .....	52
<b>ARTICLE 18 - JOB POSTINGS AND TRANSFERS .....</b>		<b>53</b>
18.01	VACANCIES AND NEW POSITIONS TO BE POSTED.....	53
18.02	POSTING INFORMATION AND SELECTION FOR POSITIONS .....	53
18.03	APPLICATIONS FOR TRANSFER .....	53
18.04	NO TRANSFERS WITHOUT MUTUAL AGREEMENT .....	53
18.05	TIME REQUIREMENT QUALIFICATIONS.....	54
18.06	GENERAL LABOURERS.....	54
18.07	PROMOTION AND TRANSFER TRIAL PERIOD.....	54
<b>ARTICLE 19 - CLASSIFICATIONS AND WAGES .....</b>		<b>55</b>
19.01	CLASSIFICATIONS DEFINED.....	55
19.02	WAGE RATES AND LEVELS DEFINED.....	55
19.03	CHARGE HANDS.....	55
19.04	NO REDUCTION IN WAGE RATES .....	55
19.05	NEW OR MODIFIED DUTIES, CLASSIFICATIONS OR WAGE RATES .....	55
19.06	SHIFT PREMIUMS .....	56
<b>ARTICLE 20 - TRAINING .....</b>		<b>56</b>
20.01	TRAINING PROGRAMS .....	56
20.02	PAYMENT FOR MEETINGS.....	56
20.03	TRAINING BURSARIES .....	56
20.04	TRAINING AND APPRENTICESHIP COMMITTEE.....	57
20.05	OVERALL TRAINING REQUIREMENTS.....	58
20.06	TRAINING .....	58
<b>ARTICLE 21 - MOBILE REPAIR PARTIES (M.R.P.) .....</b>		<b>59</b>
21.01	MOBILE REPAIR PARTIES DEFINED.....	59
21.02	HOURS OF WORK ON MOBILE REPAIR PARTIES.....	59
21.03	TRANSPORTATION AND ACCOMMODATION .....	59
21.04	PERSONAL VEHICLE USE ON MOBILE REPAIR PARTIES .....	59
21.05	SELECTION FOR MOBILE REPAIR PARTIES .....	60
21.06	MOBILE REPAIR PARTY PREMIUMS.....	60
21.07	MEDICAL AND PHARMACEUTICAL COSTS COVERED .....	60
21.08	MOBILE REPAIR PARTY POLICY .....	60
<b>ARTICLE 22 - GENERAL.....</b>		<b>61</b>
22.01	PARKING SPACES.....	61
22.02	UNION / MANAGEMENT MEETINGS .....	61
<b>ARTICLE 23 - ADJUSTMENT PLAN &amp; SEVERANCE PAY .....</b>		<b>62</b>
23.01	ADJUSTMENT PLAN.....	62
23.02	GENERAL SEVERANCE PAY.....	62
23.03	GROUP TERMINATIONS.....	62
<b>ARTICLE 24 - DURATION.....</b>		<b>62</b>
24.01	TERM OF AGREEMENT .....	62
24.02	SECTION 50(2) AND 50(3) EXCLUDED .....	62

24.03 EXTENT .....	62
<b>SIGNATURES .....</b>	<b>63</b>
<b>SCHEDULE A - JOB DESCRIPTIONS.....</b>	<b>64</b>
RE: AUTOMATIC PROGRESSIONS .....	64
AVIATION MACHINIST.....	65
AIRCRAFT MECHANIC - AVIONICS AND ELECTRONICS - AME (E).....	67
AIRCRAFT MECHANIC - AME (M).....	69
AIRCRAFT PLATER / HEAT TREATER .....	71
AIRCRAFT WELDER.....	73
INSPECTOR .....	75
MAINTENANCE MECHANIC.....	77
PAINTER.....	79
MANUFACTURING SHEETMETAL MECHANIC / ASSEMBLER / PRODUCTION WORKER.....	81
MRO / AMO / R&O SHEETMETAL MECHANIC.....	84
STORESPERSON / MATERIAL PLANNER.....	86
GENERAL PRODUCTION SUPPORT .....	89
<b>SCHEDULE B - WAGES.....</b>	<b>90</b>
RE: TRADE QUALIFICATION ADJUSTMENTS.....	90
<b>CLASSIFICATION AND RATES .....</b>	<b>91</b>
<b>SCHEDULE "C" - STATUTORY HOLIDAY DATES.....</b>	<b>93</b>
<b>LETTER OF UNDERSTANDING # 1 .....</b>	<b>94</b>
RE: HIRING PREFERENCE .....	94
<b>LETTER OF UNDERSTANDING # 2 .....</b>	<b>95</b>
RE: WORK EXPERIENCE.....	95
<b>LETTER OF UNDERSTANDING # 3 .....</b>	<b>96</b>
RE: LEADERSHIP HARASSMENT AND HUMAN RIGHTS TRAINING.....	96
<b>LETTER OF UNDERSTANDING # 4 .....</b>	<b>97</b>
RE: SUBSTANCE ABUSE.....	97
<b>LETTER OF UNDERSTANDING # 5 .....</b>	<b>98</b>
RE: ADDITION OF WASTEWATER TREATMENT QUALIFICATION TO THE MAINTENANCE MECHANIC TRADE QUALIFICATION ADJUSTMENTS.....	98
<b>LETTER OF UNDERSTANDING # 6 .....</b>	<b>99</b>
RE: PERMANENT TRANSFER TO NEW CLASSIFICATIONS - DARNELL BENS.....	99
<b>LETTER OF UNDERSTANDING # 7 .....</b>	<b>100</b>
RE: PERMANENT TRANSFER TO NEW CLASSIFICATIONS - SARAH STUART.....	100
<b>LETTER OF UNDERSTANDING # 8 .....</b>	<b>101</b>
RE: CONTRACTING OUT .....	101
<b>LETTER OF UNDERSTANDING # 9 .....</b>	<b>102</b>
RE: PERMANENT TRANSFER TO NEW CLASSIFICATIONS .....	102
<b>LETTER OF UNDERSTANDING # 10.....</b>	<b>103</b>
RE: <u>NEW POSITION - TOOL CRIB OPERATOR</u> .....	103

**PREAMBLE**

THIS AGREEMENT entered into this 10<sup>th</sup> day of July, 2018.

**BETWEEN:**

Viking Air Ltd., of the Municipality of North Saanich, in the  
Province of British Columbia  
(hereinafter referred to as the "Company")

**AND:**

Unifor Local 114, in the Province of British Columbia  
(hereinafter referred to as the "Union")

WHEREAS it is the desire of the Company and the Union to enter into an Agreement governing the wages, hours of work, and working conditions of the Employees of the Company in the classifications listed in Appendix "A" attached hereto and to prevent strikes and lockouts, during the term of the Agreement.

WHEREAS the parties to this Agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

AND WHEREAS both parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations.

**ARTICLE 1 - RECOGNITION AND SCOPE**

**1.01 BARGAINING AGENT**

The Company recognizes the Union to be the sole Collective Bargaining Agent for all Employees of the Company, as pursuant to the Certification issued by the B.C. Labour Relations Board on February 10, 1995.

**1.02 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

The Company agrees not to enter into any agreement or contract with the Union Employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement will be null and void.

**ARTICLE 2 - UNION RIGHTS**

**2.01 SHOP STEWARDS**

Employees shall be represented by a Shop Stewards' Committee which shall consist of

Employees elected at the workplace. The Chief Shop Steward or designate shall act as the liaison between the Employees and the Company.

The Chief Shop Steward may at any time call upon the services of an accredited representative of the Union to assist them. The Company shall designate an individual representative to act in liaison between the Chief Shop Steward and the Company.

## **2.02 NOTIFICATION IN WRITING**

The Union shall promptly notify the Company in writing of the names of the Employees comprising the Shop Stewards' Committee and of any changes in the personnel thereof.

The Company shall inform the Union, in writing, of the supervisors with whom said Shop Stewards' Committee shall deal and any changes in personnel thereof.

## **2.03 UNION ACCESS TO WORKSITES**

Accredited representatives of the Union shall have reasonable access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

The Union will contact the Human Resources Department prior to arriving on site to advise that a visit is pending and will not interrupt Employees who are working without the prior permission of management.

Permission to speak to Employees who are working shall not be unreasonably delayed or denied.

## **2.04 NO DISCRIMINATION DUE TO UNION ACTIVITY**

No discrimination shall be shown toward an Employee active in the affairs of the Union.

## **2.05 SHOP STEWARDS DUTIES**

### **(a) Shop Steward Duties**

In a situation which requires a Shop Steward's attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor.

In the absence of the immediate supervisor, the Steward may seek permission from the Operations Manager of their respective area, or in their absence, from Human Resources. Permission will not be unreasonably withheld or delayed.

The Shop Steward shall return to their regular duties as expeditiously as possible.



**(b) Union Committee Meetings**

In addition to the above, up to six (6) Shop Stewards, a Skilled Trades Committee Representative, and the Union Co-Chair of the Joint Health and Safety Committee will be permitted to meet without loss of pay or any other benefit for a private meeting on site not to exceed one (1) hour every two (2) weeks.

The Union will give two (2) months written notice of the schedule of meetings for the following two (2) months.

**2.06 UNION MEMBERSHIP AND ORIENTATION**

- (a)** It is hereby agreed that all Employees shall become members of the Union and shall as a condition of employment become and remain members of the Union.
- (b)** The Company shall notify new Employees that Viking Air is a unionized facility and will introduce new Employees to the Chief Shop Steward or designate on their first day of work.

The Company will consult with the Chief Shop Steward to ensure that new Employees are scheduled to meet privately with the Chief Shop Steward or designate during working hours and without loss of pay, for the purpose of handing them a copy of the Collective Agreement and to conduct a presentation on Union affairs.

These meetings shall be scheduled no less than once every month unless no new Employees have been hired in the previous month and will be for a maximum of one (1) hour unless otherwise agreed.

- (c)** The Company will issue Union dues Administration cards and have each new Employee fill them out on their first day of employment. The Company will then forward those cards to the Local on a monthly basis.

The Company will provide the Chief Shop Steward with a copy of the offer of employment letter and any other information related to terms and conditions of employment related to each new Employee within thirty (30) days of the new Employees' first day of work.

**2.07 UNION BULLETIN BOARDS**

The Company agrees to provide locked Bulletin Boards for the exclusive use of the Union in the main lunchrooms for posting matters relating to Union meetings and other Union matters. These notice boards shall not be located in any place where the general public has access.

## **2.08 CONTRACTING OUT**

No bargaining unit work customarily performed by bargaining unit Employees shall be contracted out unless one or more of the following criteria has been met:

- (a) The work has always, or frequently, been contracted out; such as, but not limited to, electrical, avionics, upholstery and paint stripping.
- (b) The required tools and equipment are not in the plant, and the volume of work involved does not justify the purchase of such tools and equipment.
- (c) The maximum productive capacity of the plant has been reached, and it is necessary to contract out in order to meet commitments to clients.
- (d) The work is not economically feasible to do in-house. This may include, but not be limited to, work on the Trigull or Trigull project or any shareholder owned aircraft.

Note: The decision to do, or attempt to do, a piece of work in-house on one or a few occasions does not negate the criteria listed above.

In no case will any existing Employee be laid off or lose any regular hours on account of contracting out, beyond the exceptions listed above.

While the Company has some capacity to contract out work as set out in this Article, it is the intent of the Company to perform as much work in house as possible.

## **2.09 BARGAINING UNIT WORK**

It is agreed that the work normally done by members of the bargaining unit shall not routinely be done by foremen, supervisors, managers, or other non-bargaining unit Employees.

However, the following exceptions will not be considered violations of the Collective Agreement:

- (a) The work of the Chief Inspector;
- (b) Brief tasks incidental to the work of supervisors, and other non-bargaining unit personnel, such as but not limited to operating the forklift, float dolly, or tug;

This will only be done when there is no bargaining unit member readily available at the time that the brief tasks need to be performed.

- (c) There is a demonstrable emergency ("an unforeseen contingency"), and there is

no in-plant, off shift, or rest day Employee available to do the work;

- (d) The work of the manufacturing supervisors and/or planners for: Proto-Typing, Job Proving and R&D which may include some programming of equipment;
- (e) Any time worked by members of the Management team greater than thirty (30) minutes pursuant to Article 2.09 (b) and 2.09 (c) will be recorded on a form which will include the date, time, issue and why the member of Management felt that it was necessary to assist.

The Chief Shop Steward or designate will discuss these reports at the monthly Union-Management meetings to review any concerns which have arisen.

#### **2.10 PICKET LINES**

The Company shall not require an Employee covered by this Agreement to cross a legal picket line.

#### **2.11 UNION OFFICE**

The Company will provide the Union with a reasonably-sized private, secure mutually agreed office space for the exclusive use of authorized Union officers and representatives in the new planned manufacturing facility.

The Company will provide a suitable filing cabinet, a desk, and chairs.

The Company will make available secure access to a phone/fax line and an internet connection for the private and exclusive use of the Union in the office.

#### **2.12 PAID BARGAINING TIME**

The Employer shall make whole and cover the lost wages and benefit costs for three (3) Bargaining Committee members for the time spent in the 2007 collective bargaining meetings and every round thereafter including mediation up to a maximum of fourteen (14) days.

These Employees shall suffer no loss of seniority or any other benefit as a result of their participation in collective bargaining.

The Bargaining Committee members will sign in and out as if attending a regular shift and will be paid on that basis for the time spent in bargaining by the Company.

#### **2.13 PRINTING THE COLLECTIVE AGREEMENTS**

Each Employee will be provided with a booklet-sized copy of the Collective Agreement which will be printed in a Union printing shop. Sufficient copies will be printed so as to

supply all current Employees and cover any anticipated Employee turnover at all locations.

Extra copies will also be printed for the Union and Management as necessary for the ongoing Collective Agreement administration. The Employer shall cover fifty percent (50%) of the cost of printing the necessary Collective Agreement.

#### **2.14 ACCESS TO SHOP STEWARDS**

Employees who wish to leave their work station in order to consult with their Shop Steward during working hours in order to deal with a time sensitive matter can do so without loss of pay, providing they obtain prior authorization from their Supervisor or Department Head if their Supervisor is not available, and this authorization will not be withheld or delayed without just cause.

Time spent in consultation will be kept to a necessary minimum.

#### **2.15 INFORMATION FOR THE UNION**

The Employer will supply the Chief Shop Steward and the Local Representative with the following information at the end of every month:

- (a) Employees who have joined the bargaining unit during the month;
- (b) Employees transferred into or out of the bargaining unit during the month;
- (c) Employees on leave of absence at the end of the month;
- (d) Employees on medical leave and/or Workers' Compensation during the month and the date of the occurrence;
- (e) Employees on light duties, modified work or other accommodation;
- (f) Employees on layoff at the end of the month;
- (g) Employees who have lost seniority during the month;
- (h) Employees who have been discharged or who have quit during the month;
- (i) Any changes in Supervisors who deal with the Union;
- (j) Any new rules or policies implemented by the Employer during the month.
- (k) All Employees' dates of hire, employment status (full-time/part-time), classification, hourly rate, and any premiums and any changes to levels and/or progressions for any Employees during the month.

- (l) In addition to the above and upon written request, the Employer will provide the following information to the Local or National Representative for all bargaining unit Employees:
  - (i) Name;
  - (ii) Address with postal code;
  - (iii) Telephone number.

The information collected by the Local or National Representative shall be used in accordance with the Union's internal privacy policies. The Union will indemnify the Employer against claims arising out of its compliance with Article 2.15 (l).

#### **2.16 PAID EDUCATION LEAVE**

The Employer shall continue to make payments of twelve thousand dollars (\$12,000) at each yearly anniversary date of the contract.

These payments will be made payable to the Unifor Paid Education Leave Fund for the purpose of providing paid education leave.

Such leave will be for upgrading the Employees' skills in all aspects of trade Union functions.

The Employer agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary.

Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

#### **2.17 RETURN FROM UNION LEAVE**

- (a) Employees who are away from their workstation for a minimum period of six (6) consecutive months on Union leave will receive, if needed, at the time of their return to work, sufficient on the job training in line with the training requirements of the classification in order to be re-familiarized and to perform their tasks adequately.

Employees who are unable to regain the required qualifications for their classification shall be given the opportunity within nine (9) months of their return to be reclassified accordingly.

Employees are expected to make every effort to re-qualify for their classification

as soon as possible.

- (b) Employees holding a position that requires a minimum number of hours worked to maintain their qualifications and/or certifications or other licence requirements will be permitted to work the minimum number of hours needed to maintain the necessary qualifications, certifications, endorsements and/or licences upon request.

### **ARTICLE 3 - UNION DUES DEDUCTIONS**

#### **3.01 DUES DEDUCTION AND REMITTANCE**

The Company agrees to deduct, from the pay of each Employee covered by this Agreement, an amount of Union dues or their equivalent, as specified by the Financial Secretary-Treasurer of Local 114. The amount so deducted shall be remitted to the Financial Secretary-Treasurer monthly accompanied by a list of Employees on the payroll for the pay period in which the deductions were made.

#### **3.02 DUES ON T4 SLIPS**

The Company shall show the total amount of Union dues deducted on the Employee's T-4 slip at the end of each calendar year.

#### **3.03 NEW EMPLOYEES**

The Company shall furnish to the Union along with the monthly Union dues, a list of new Employees taken into the bargaining unit during the month.

### **ARTICLE 4 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**

#### **4.01 DISCIPLINE FOR JUST AND REASONABLE CAUSE**

Employees who have completed probation shall only be disciplined, suspended or discharged for just and reasonable cause.

All disciplinary action will be in writing. A copy of each disciplinary notation will be given to the Chief Shop Steward and a copy will be faxed and/or emailed to the Local Representative at the time of discipline.

#### **4.02 UNION REPRESENTATION AT INVESTIGATIVE AND DISCIPLINARY MEETINGS**

- (a) If in the course of a normal interview or meeting evidence is adduced that would lead the Supervisor or Manager to contemplate any discipline, suspension or discharge, the interview shall be adjourned and an investigative hearing shall be arranged at another mutually agreed time with a Shop Steward present.

- (b) Attendees at the investigative and disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings.

#### **4.03 REMOVAL OF DISCIPLINE**

Each disciplinary action, letter or notation including suspensions shall be removed from all of the Company and Employee files and destroyed after eighteen (18) calendar months following the date of the imposition of discipline.

#### **4.04 TIME LIMIT FOR IMPOSITION OF DISCIPLINE**

Employees will be advised if the Company is considering discipline within fourteen (14) working days of the Employer becoming aware of the incident(s) for which discipline is being considered or the resulting discipline shall be deemed to be null and void.

A meeting to discuss the incident(s) in question shall be scheduled as soon as reasonably possible but this meeting shall be held no longer than twenty-one (21) calendar days from the time of notification of pending discipline unless objective circumstances warrant a longer period.

The Chief Shop Steward must be advised in writing of these circumstances in this instance.

#### **4.05 INSPECTION OF EMPLOYEE FILE**

An Employee or an accredited representative of the Union acting on behalf of the Employee and with a written authorization from the Employee, shall be provided with reasonable access to inspect his/her own personal file with no loss of pay.

#### **4.06 COACHING RECORDS**

Coaching session records are non-disciplinary. Employees may request the presence of a Shop Steward during coaching sessions.

Copies of letters resulting from coaching sessions will be given to the Chief Shop Steward. Coaching session records shall be removed from an Employee file and destroyed after eighteen (18) calendar months.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

#### **5.01 MANAGEMENT RIGHTS DEFINED**

The Union acknowledges that all Management rights and prerogatives are vested exclusively with the Company except as specifically limited by the provisions of this Agreement.

The Company reserves any and all of its prior rights which have not been modified, limited, restricted or released by specific wording elsewhere in this Agreement.

**5.02 JUST CAUSE FOR DISCIPLINE**

The Company shall only discipline, suspend or discharge for just cause.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01 PURPOSE OF GRIEVANCE PROCEDURE**

It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

**6.02 DEFINITION OF A GRIEVANCE**

Any complaints, disagreement, or difference of opinion between the Company and the Union or the Employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

**6.03 TYPES OF GRIEVANCES**

Any Employee, the Union or the Company may present a grievance. Grievances involving harassment, suspensions, or terminations, group grievances, policy grievances and/or grievances filed on behalf of the Union or the Company shall be submitted at Step 2 of the grievance procedure.

Grievances will normally be filed within fourteen (14) calendar days from the time the Employee and/or the Union Representative became aware of the grievance, subject to leaves of absence, sickness, vacation, etc.

**6.04 GRIEVANCE STEPS**

**Step 1:**

The Employee and/or his/her Shop Steward shall submit his/her formal grievance in writing to his/her immediate supervisor, who shall give his/her reply in writing within ten (10) working days. If a satisfactory settlement cannot be reached, then;

**Step 2:**

Within ten (10) working days of receiving the decision under Step 1, the grievance shall be referred to the Chief Shop Steward who, in writing, shall submit it to the Company Representative.



The Company Representative and the Chief Shop Steward shall attempt to resolve the grievance. The Company shall provide a written reply within fifteen (15) working days.

It is agreed there is mutual benefit in consultation between the Parties before a matter is advanced to arbitration.

If a satisfactory settlement cannot be reached within the fifteen (15) working days the grieving party may then refer the grievance to a single arbitrator as established in Article 6 of this Agreement.

#### **6.05 GRIEVANCE FORMAT AND TIME FRAMES**

Where a grievance is not progressed by the Union or the Company within the prescribed step or time limits, it shall be considered dropped and all rights of recourse will be forfeited however an arbitrator shall have the authority to determine if time limits should be waived or extended.

Issues of timeliness shall be presented to the arbitrator as a preliminary matter.

#### **6.06 SUSPENSION OR DISMISSAL GRIEVANCES**

A grievance concerning the suspension or dismissal of an Employee may be initiated at Step 2 of the grievance procedure and must be submitted within fourteen (14) calendar days of the date the Employee is suspended or dismissed.

#### **6.07 TIME LIMIT EXTENSIONS**

The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties in writing.

#### **6.08 GRIEVANCE MEETINGS**

Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the Employees concerned.

#### **6.09 MONETARY ADJUSTMENTS**

All monetary grievances that are mutually agreed upon shall be paid on the following pay period or as soon as reasonable, but in any case, not more than two (2) pay periods from the date of resolution.

#### **6.10 ALTERNATE DISPUTE RESOLUTION PROCEDURES**

The Parties may agree at any time to use one or more of the alternate dispute resolution processes provided by the Labour Relations Board.

## **ARTICLE 7 - ARBITRATION**

### **7.01 REFERRAL TO ARBITRATION**

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration.

Such notification must be made in writing, within forty-five (45) calendar days of receiving the response at Step 2. Time limits may be extended by mutual agreement as per Article 6.07.

### **7.02 SINGLE ARBITRATOR**

The Board of Arbitration shall consist of a single arbitrator designated by the Company and the Union who shall act as the Board of Arbitration.

### **7.03 FAILURE TO AGREE ON ARBITRATOR**

Failing agreement on the selection of an Arbitrator within seven (7) calendar days, the matter shall be referred to the Collective Agreement Arbitration Bureau who shall appoint the Arbitrator.

### **7.04 CONFLICTS**

No person involved directly in the controversy under consideration shall be an Arbitrator.

### **7.05 ARBITRATOR GOVERNED BY AGREEMENT**

The Arbitrator shall receive and consider such material evidence and conditions as the Parties may offer.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the powers to change, modify or alter any of the terms of this Agreement.

### **7.06 BINDING DECISION**

The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

### **7.07 ARBITRATION EXPENSES**

The expense of the Arbitrator shall be borne equally by the Company and the Union.

## **ARTICLE 8 - HUMAN RIGHTS AND ANTI-HARASSMENT**

### **8.01 DISCRIMINATION / HARASSMENT PROHIBITED**

The Employer and the Union agree that discrimination and/or harassment of any Employee because of sex, colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited.

Every Employee has the right to work in an environment of mutual respect, free from discrimination and harassment based on any of the above categories.

Actions contravening this policy may constitute grounds for discipline.

In addition to the above, "harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an Employee's work performance or creating a hostile or offensive work environment.

Harassment is not to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, or the assessment of discipline.

This policy is not meant to inhibit free speech or interfere with normal social relations which is not in violation of the harassment policy.

### **8.02 SEXUAL HARASSMENT**

Sexual harassment means any deliberate and/or repeated, unwelcome behaviour, comment, gesture or contact of a sexual nature that might, on reasonable grounds, be perceived by that Employee as creating an uncomfortable working environment, or placing a condition of a sexual nature on employment or any opportunity for training or promotion.

### **8.03 COMPLAINT PROCEDURE**

Any complaint involving allegations of discrimination or harassment, as defined in Article 8.01, may be reported in confidence directly to the Director of Human Resources and the Union.

All complaints will be jointly investigated promptly, thoroughly, and in a manner that protects the privacy interest of all involved - the accused offender as well as the complainant.

The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures.

The individual accused of harassment has the right to know and respond to allegations. The Employer will take actions it considers appropriate to resolve the complaint.

Should the complainant decide appropriate action has not been taken, a grievance may be filed and admitted at Step 2 of the grievance procedure.

#### **8.04 RIGHTS OF ARBITRATOR**

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have jurisdiction to:

- (a) Dismiss the complaint or grievance;
- (b) Determine the appropriate redress regarding the complaint or grievance.

#### **8.05 TRANSFER OF HARASSER**

Where the discrimination or harassment is proven and results in the transfer of an Employee, it shall be the offender who is transferred.

The complainant shall only be transferred with the complainant's consent.

#### **8.06 EXTERNAL REDRESS**

Nothing in the Article shall be considered to negate the right of an Employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to filing a Human Rights complaint.

#### **8.07 REASONABLE DUTY TO ACCOMMODATE**

The strict prohibitions referred to in Article 8.01 are to be interpreted and applied in accordance with the notion of a reasonable duty to accommodate.

#### **8.08 HARASSMENT AND DISCRIMINATION TRAINING**

- (a) Once per calendar year, the Company will hold two (2) hour paid harassment and discrimination training programs for those Employees who have not yet received such training.
- (b) Representatives from the Union will be permitted to attend all of these sessions and participate in the discussion at no cost to the Company.
- (c) Refresher courses on harassment and discrimination for individuals and/or groups will be scheduled as required.

## **ARTICLE 9 - SENIORITY**

### **9.01 PROBATIONARY PERIOD**

- (a) The Union recognizes the right of the Company to hire its own Employees subject to the provisions of the Collective Agreement.
- (b) New Employees shall be considered probationary during their first seven hundred and twenty (720) hours worked. Probationary Employees may ask Human Resources for a report of their hours worked.
- (c) During this period, the Company may terminate a probationary Employee who is unsuitable, and agrees to inform the Chief Shop Steward of the reasons for the termination.
- (d) The probationary period may be extended by mutual agreement of the Company and the Chief Shop Steward. In this instance, a written performance report shall be created to identify the areas of concern and to clearly lay out the areas for improvement and the time frame for the extension. All other terms and conditions of employment shall apply from the date of employment.

### **9.02 PROBATION AND SENIORITY**

At the completion of the probationary period each Employee shall have his/her name added to the Seniority List of the Company.

Such Employee shall receive credit to the first day of current employment.

### **9.03 LAYOFF PROCEDURES**

- (a) When a lay-off is necessary due to lack of work, Employees shall be laid off from the classification affected in accordance with their company-wide seniority.
- (b) An Employee to be laid off may exercise his/her company-wide seniority to displace an Employee with less seniority in any classification, provided he/she has the required qualifications, skills and ability (as laid out in the job classifications) to perform the work of the displaced Employee.
- (c) The assessment of the qualifications, skills and ability of an Employee about to be laid off, to perform the work of another Employee who may be displaced, shall be at the reasonable discretion of the Company.
- (d) In no case may an Employee about to be laid off displace an Employee at a higher wage level.
- (e) Except in cases of emergency or unforeseen changes in operating circumstances,

Employees will receive three (3) working days' notice of lay-off or pay in lieu of notice.

#### **9.04 SENIORITY RETENTION**

Seniority with the Company shall continue to accrue for a one (1) year period (two (2) years if the Employee has four (4) or more years seniority at the time of layoff) during an Employee's period of layoff.

An Employee on layoff shall not be entitled to any benefit conferred by this Agreement on regular Employees, except as specifically provided for in this Agreement.

#### **9.05 RECALL PROCEDURES**

- (a) When the Company determines that work is again available in a classification and wage level, the laid-off and displaced Employees shall be recalled in accordance with their Company-wide seniority, provided the Employee has the qualifications, skills and ability, as assessed in the reasonable discretion of the Company, and that the Employee has not lost seniority in accordance with Article 9.07 below.
- (b) An Employee who displaced another Employee by way of seniority, instead of taking layoff, or who has been laid off and accepted a recall at a different classification, shall be returned to his/her previous classification at his/her previous wage level, if the Employee so desires, when the Company determines that work is again available in his/her former classification and wage level provided:
  - 1. The Employee still has the qualifications, skills and ability to do the job, as assessed, in the reasonable discretion of the Company.
  - 2. The Employee is the most senior displaced Employee.
  - 3. The Employee has not previously refused a recall to the position.
- (c) A displaced Employee is one who, as a result of a layoff, occupies a position in a classification other than the one the Employee occupied prior to the layoff.

#### **9.06 NOTIFICATION OF RECALL**

Employees to be recalled shall be advised of such recall by telephone, on at least two (2) successive days, at the last known telephone number on the Company files.

If the Company does not contact the Employee on the first phone call a letter advising the Employee of the recall will be mailed with a copy to the Chief Shop Steward.

Mailing of this letter does not change the requirement of the Employee to respond within four (4) days of the first phone call.

Employees on layoff shall be responsible for keeping the Company advised of a telephone number and address where they can be reached at any time.

Notice of each recall shall be given to the Chief Shop Steward or designate on the day the Company is unable to contact the Employee after a second telephone call.

An Employee to be recalled shall have four (4) calendar days from the first telephone call to respond to the call and a total of seven (7) calendar days from the first telephone call to report for work.

These periods of time may be extended by the Company if in its reasonable discretion the Employee gives a satisfactory reason for his/her failure to return to work.

#### **9.07 LOSS OF SENIORITY**

An Employee shall lose seniority for any of the following reasons:

- (a) Voluntary quitting of employment with the Company;
- (b) Discharge;
- (c) Retirement from the Company's service;
- (d) Failure of an Employee on layoff to return to work promptly, or at least within seven (7) calendar days to that Employee's previous classification. This period may be extended by the Company if in its reasonable discretion the Employee gives a satisfactory reason for his/her failure to return;
- (e) Layoff of an Employee for a period exceeding the Employee's accrued seniority at the time of layoff, to a maximum of one (1) year.

#### **9.08 UNION NOTIFICATION PRIOR TO LAYOFF**

When a layoff is necessary due to lack of work, the Chief Shop Steward will be informed and provided with a list of Employees to be laid off prior to the issue of notice to those Employees.

Upon completion of all layoffs and displacements, the Company will provide the Chief Shop Steward with an Employee layoff/displacement list.

#### **9.09 SENIORITY LISTS**

The Company will provide the Union and Chief Shop Steward with a copy of the

Seniority List pertaining to all Employees in the bargaining unit once per month. The list shall include the Employee's name, classification, level, and employment.

**9.10 NO LOSS OF SENIORITY DUE TO SICKNESS OR INJURY**

Employees shall not lose seniority rights during absence due to sickness or injury.

**9.11 TRANSFERS OUTSIDE THE BARGAINING UNIT**

An Employee who has been transferred to a position outside the bargaining unit shall retain seniority in the bargaining unit for a period of six (6) months from the time of his/her transfer out and may transfer back into the bargaining unit at the reasonable discretion of the Company, to the Employee's previous classification and wage level.

**ARTICLE 10 - LEAVES OF ABSENCE**

**10.01 LEAVE OF ABSENCE REQUESTS**

An Employee may request in writing a leave of absence without pay for personal reasons. The Company will grant leaves of absence in writing, at its reasonable discretion. The Chief Shop Steward or designate will be notified in writing of any leaves of absence in excess of thirty (30) days and any leaves for more than three (3) months must have the mutual agreement of the Chief Shop Steward and the Company.

**10.02 FAILURE TO RETURN FROM LEAVE**

An Employee who fails to return to work upon the expiration of any leave of absence may be considered to have terminated that Employee's service, unless the reasons given are satisfactory to the Company. The Chief Shop Steward shall be notified of any proposed action.

**10.03 ACCRUAL OF SENIORITY WHILE ON LEAVE**

Employees on leave shall accrue seniority. An Employee on Union leave shall accrue seniority. An Employee who returns to work from working for the Union must be able to perform their job satisfactorily in accordance with Article 2.19 (b).

**10.04 RESPONSES TO REQUESTS FOR LEAVE**

The Company will give prompt attention to any formal request from an Employee for Leave of Absence for personal reasons. Requests shall be made in writing to the Employee's Supervisor who will answer within fourteen (14) calendar days, unless it is an emergency requiring immediate attention.



#### **10.05 NO WORK ELSEWHERE**

Except with the written permission of the Company and the Union, no Employee shall accept other work with any other Employer, except the Union, during a period of leave of absence.

#### **10.06 UNION LEAVE OF ABSENCE**

The Employer, upon receiving seven (7) calendar days written notice from the Union, shall grant leave of absence without pay up to a minimum of two (2) Employees from each classification (or up to minimum of (1) Employee in classifications with less than eight (8) Employees) to a maximum of five (5) Employees at any one time, to attend bona fide Shop Steward education programs or to conduct other Union business.

Employees shall be allowed a leave of absence of up to six (6) years to serve in a full time elected or appointed position. Requests to extend this leave shall not be unreasonably denied.

#### **10.07 MATERNITY LEAVE**

- (a) A pregnant Employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:
  - (1) beginning
    - (i) no earlier than eleven (11) weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (2) ending
    - (i) no earlier than six (6) weeks after the actual birth date, unless the Employee requests a shorter period, and
    - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An Employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An Employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under sub-section (a) or (b).

**(d) A request for leave must:**

1. be given in writing to the Employer;
2. if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave; and
3. if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under sub-section (c).

**(e) A request for a shorter period under sub-section (a)(2)(i) must:**

1. be given in writing to the Employer at least one (1) week before the date the Employee proposes to return to work; and
2. if required by the Employer, be accompanied by a medical practitioner's certificate stating the Employee is able to resume work.

**(f) Maternity Related Re-assignment**

1. An Employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth (24) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the fetus or child.
2. An Employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the Employee's choice indicating the exact risk, the expected duration of the risk and the activities or conditions to avoid in order to minimize the risk.
3. When the Employee makes a request under subsection (1), the Employer and the Union will make a reasonable effort to accommodate the Employee's needs.

**(g) The Company will not because of an Employee's pregnancy leave, be allowed to:**

1. Terminate employment; or
2. Change a condition of employment without the Employee's written consent.

- (h) Requests to extend the maternity leave for an additional six (6) months shall be granted.

Employees requesting such an extension must notify the Company in writing at least one (1) month prior to their scheduled return to work.

During such an extension, the Employee shall be responsible for one hundred percent (100%) of their benefit premiums.

#### **10.08 MEDICAL LEAVES**

- (a) Employees on medical leave shall submit periodic medical reports from their attending physician to the Company.

When Employees are deemed fit to return to work, they shall provide the appropriate medical documentation from the attending physician.

- (b) The Company shall pay for any medical report(s) or other medical documentation required by the Company.

#### **10.09 PARENTAL LEAVE**

- (a) An Employee who requests parental leave under this section is entitled to:
  1. for a birth mother who takes leave under Article 10.02 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 10.07 unless the Employer and Employee agree otherwise,
  2. for a birth mother who does not take leave under Article 10.07 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
  3. for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
  4. for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an

additional period of parental care, the Employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under sub-section (a).

- (c) A request for leave must:
1. be given in writing to the Employer,
  2. if the request is for leave under sub-section (a)(1) or (2), be given to the Employer at least four (4) weeks before the Employee proposes to begin leave, and
  3. if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.
- (d) An Employee's combined entitlement to leave under Article 10.07 and this section is limited to fifty-two (52) weeks plus any additional leave the Employee is entitled to under Article 10.07(c) or Article 10.09(b).
- (e) Requests to extend the parental leave for an additional six (6) months shall be granted.

Employees requesting such an extension must notify the Company in writing at least one (1) month prior to their scheduled return to work.

During such an extension, the Employee shall be responsible for one hundred percent (100%) of their benefit premiums.

#### **10.10 FAMILY RESPONSIBILITY / COMPASSIONATE CARE LEAVE**

- (a) The Company shall grant an unpaid leave of up to eight (8) weeks duration each contract year to allow an Employee to attend to the care of a family member with a serious illness or to meet responsibilities related to the care, health or education of a child in the Employee's care, or the care or health of any other member of the Employee's family. The Company may request evidence of the requirement for this leave. Requests to extend this leave shall not be unreasonably denied.
- (b) A "family member" as set out in Article 10.10 is defined as someone who is:
- (i) in relation to an Employee:
    - a member of an Employee's immediate family;
    - an Employee's aunt or uncle, niece or nephew, current or former

foster parent, ward or guardian;

- the spouse of an Employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
- (ii) in relation to an Employee's spouse:
- the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- (iii) anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

#### **10.11 BEREAVEMENT LEAVE**

- (a) An Employee who has completed his or her probationary period shall be allowed up to five (5) working days off with pay at their regular rates for the purpose of arranging for and attending the funeral and/or for time to grieve when a death occurs involving the Employee's spouse, son, daughter, brother, sister, father or mother (including step children and step parents).
- (b) An Employee who has completed his or her probationary period shall be allowed up to three (3) working days off with pay at their regular rates for the purpose of arranging for and attending the funeral and/or for time to grieve when a death occurs involving the Employee's father-in-law, mother-in-law, grandparents (including in-laws), son in-laws, daughter in-laws, brother in-laws, sister in-laws, grand children or any relative permanently residing in the same household.
- (c) One (1) additional day with pay shall be paid for out of town travel in excess of two hundred (200) kilometres (one way) if required.
- (d) Requests to extend bereavement leave on an unpaid basis shall not be unreasonably denied. Banked or vacation time may be used to augment the paid time off.
- (e) The Company recognizes a common law relationship and where registered with the Company there shall be no question of qualification for immediate family.

**ARTICLE 11 - HEALTH AND SAFETY**

**11.01 HEALTH AND SAFETY RESPONSIBILITY**

- (a) The parties agree that the promotion of the health and safety of Employees in the workplace is crucial. The Employer, the Union and all Employees shall cooperate in ensuring that workers and other persons present at workplaces are protected from work-related risks to their health and safety. It is recognized that the Employer has the primary duty and obligation in providing a safe working environment.
- (b) The Employer and its Employees shall comply, at a minimum, with all applicable health and safety legislation including Part II of the *Canada Labour Code* and its regulations. Supervisors and Employees also have a responsibility to ensure they work in compliance with the Employer's health and safety program and policies.
- (c) Employees will be expected to observe established health and safety policies and to immediately report unsafe or harmful conditions, equipment, or practices to Management who shall investigate, and, if deemed necessary, arrange to correct the problem as soon as possible. Reports of safety issues shall be made in writing.

**11.02 OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

- (a) The Union will conduct an annual election for Union members on the Joint Occupational Health & Safety (OH&S) Committee. The Union shall elect or appoint at least four (4) Union members to serve on the OH&S Committee. Elected members serving on the OH&S Committee shall receive a premium of fifty dollars (\$50.00) per bi-weekly pay period.
- (b) The Union OH&S Committee members shall meet in person with an Employer representative or representatives at least once each month on paid time at applicable rates. The time, date, location, and agenda of these meetings will be established by mutual agreement. There shall be equal numbers of Union and Employer representatives on the OH&S Committee. Co-Chairpersons shall be elected from and by the members of the OH&S Committee. When one Chairperson is an Employer member, the other shall be a Union member and vice-versa.
- (c) The Union and Employer members will create an agenda for each meeting at least two (2) working days before the meeting to enable both parties to be prepared with necessary information and documentation on the agenda items to be discussed.
- (d) Additional persons necessary to the proper functioning of the OH&S Committee and the thorough consideration of an issue may be invited by any member of the

OH&S Committee to attend OH&S Committee meetings, inspections, and/or investigations with voice but no vote.

- (e) Minutes will be kept of all matters discussed in the monthly meetings to ensure an accurate record is kept of all proceedings. All documentation and reports brought before the OH&S Committee will be referenced in the monthly meeting minutes.
- (f) The OH&S Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Occupational Health and Safety (OH&S) program, and shall promote compliance with applicable government regulations. Without limiting the generality of the foregoing, the OH&S Committee shall:
  - (i) At least once per month, inspect all places of employment including buildings, structures, grounds, excavations, tools, equipment, machinery, work methods and practices.
  - (ii) Develop, where these do not already exist, written instructions, available for reference by all workers, in respect of safe working practices and procedures.
  - (iii) Appoint a Union OH&S Committee member and an Employer OH&S Committee member to investigate every injury or near-miss which involved or would have involved a worker going to a doctor or hospital.
  - (iv) Recommend measures required to correct hazardous conditions and to attain compliance with applicable government regulations.
  - (v) Consider recommendations from the workforce in respect to industrial health and safety and recommend implementation where warranted.
  - (vi) Review reports of current accidents or industrial diseases, their causes and means of prevention, and remedial action taken or required.
  - (vi) Have access to and promptly receive copies of all reports, records and documents including MSDS sheets in the Employer's possession or obtainable by the Employer pertaining to health, safety or the environment.
- (g) When the OH&S Committee is deadlocked on an issue, the Union OH&S Co-Chair can request a detailed written response from the Employer explaining the reasons for its action or lack of action on the matter. This written response shall be received within twenty-one (21) days of receiving a request from the Union OH&S Co-Chair.

- (h) The necessary time spent by members of the OH&S Committee in the course of their duties shall be determined by mutual agreement and will be considered as time worked and shall be paid in accordance with the terms of this Agreement.
- (i) Union OH&S Committee members shall be entitled to meet for thirty (30) minutes for paid caucus time paid at applicable rates prior to meeting with Employer representatives at each monthly OH&S Committee meeting. Additional reasonable time to caucus shall be granted upon request.
- (j) The Employer will ensure that its administrative staff are directed to prepare the monthly meeting minutes in a clean and legible format and will distribute draft copies of these minutes to all OH&S Committee members for review prior to approval. Minutes of such meetings, once approved, shall be signed by the OH&S Committee Co-Chairpersons, and shall thereafter be posted on all Employer bulletin boards in each work area and will be distributed to all Committee members and Management staff. A copy of the minutes will also be sent to the Local Representative.

### **11.03 ACCIDENT AND INCIDENT INVESTIGATIONS**

Every injury which involved or could have involved a worker going to a doctor or hospital must be investigated.

A Union OH&S Committee member and an Employer OH&S Committee member shall promptly investigate the accident or incident. The appropriate governmental inspection agency shall be notified immediately after the accident or incident. Accident or incident investigation reports shall contain:

- (a) the place, date and time of the accident or incident;
- (b) the names and job titles of persons injured, if applicable;
- (c) the names of witnesses;
- (d) a brief description of the accident or incident;
- (e) a statement of the sequence of events which preceded the accident or incident;
- (f) the identification of any unsafe condition, acts or procedures which contributed in any manner to the accident or incident;
- (g) recommended corrective actions to prevent similar occurrences;
- (h) the names of the persons who investigated the accident or incident and their



signatures.

#### **11.04 INJURED WORKER PROVISIONS**

- (a) Any Employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such Employee shall be provided with transportation to a doctor or hospital by the Company at no charge if necessary or requested.

#### **11.05 FIRST AID ATTENDANTS**

- (a) The OH&S Committee will ensure that at least one Union member on the OH&S Committee as selected by the Union will have a Level 2 First Aid ticket. This person must be prepared, if required, to be designated as a First Aid Attendant. Not more than once every two (2) calendar years, the Company shall cover the costs associated with such training pursuant to 11.05 (d).
- (b) In keeping with the applicable regulations, it is the Employer's responsibility to ensure there are adequate First Aid Attendants on duty at all times. The Company shall continue its past practise of scheduling bargaining unit First Aid Attendants when they are available.
- (c) A list of trained First Aid Attendants will be posted on all Company bulletin boards in each department and a copy of the list will be sent to the Local Representative. The list of First Aid Attendants will be reviewed at least once each year to ensure adequate and up-to-date coverage.
- (d) When the Company directs an Employee to take First Aid training, the Company will cover all costs associated with training including payment of wages at applicable rates, course fees, registration, and necessary materials.
- (e) Designated Level 2 First Aid Attendants will receive a premium of seventy-five dollars (\$75.00) per bi-weekly pay period in addition to their regular wage rate.

#### **11.06 CONFIDENTIALITY**

The Employer, the Union and OH&S Committee members shall bear in mind all applicable privacy legislation with regard to Employee health information.

#### **11.07 RIGHT TO REFUSE UNSAFE WORK**

- (a) It is recognized that consistent with the provisions of Part II of the *Canada Labour Code*, Employees may refuse to use or operate a machine or thing, to work in a place, or to perform an activity if the Employee while at work has

reasonable cause to believe that:

- (i) the use or operation of the machine or thing constitutes a danger to the Employee or to another Employee, or
  - (ii) a condition exists in the place that constitutes a danger to the Employee, or
  - (iii) the performance of the activity by the Employee constitutes a danger to the Employee or to another Employee.
- (b) An Employee may not, under this Article, refuse to use or operate a machine or thing, to work in a place, or to perform an activity if the refusal puts the life, health or safety of another person directly in danger or if the danger referred to above is a normal condition of employment.
- (c) The Employee must immediately notify their Supervisor of their concern.
- (d) A Supervisor or Employer receiving a report made under subsection (c) must immediately investigate the matter and
- (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must inform the person who made the report.
- (e) If the procedure under subsection (d) does not resolve the matter and the worker continues to refuse to use or operate a machine or thing, to work in a place, or to perform an activity, the Supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of in the following order:
- (i) a worker member of the Health & Safety Committee, or if not available, then
  - (ii) a worker who is selected by the Union representing the worker, or if not available, then
  - (iii) any other reasonable available worker selected by the worker.
- (f) If the investigation under subsection (e) does not resolve the matter and the worker continues to refuse to use or operate a machine or thing, to work in a place, or to perform an activity, the Supervisor or the Employer must immediately notify a HRSDC office to request that the office investigate the matter without undue delay and issue whatever orders, if any, are deemed

necessary.

- (g) Once the Employer has complied with orders, if any, issued by the HRSDC officer, the Employee shall resume work.
- (h) If an Employee decides to appeal any orders or lack of orders issued by HRSDC, he/she shall choose to do so either through the provisions set out in the *Canada Labour Code* or through the grievance procedure. The Employee and the Union shall inform the Employer of which process is to be used prior to starting an action and that selection shall be irrevocable unless the Employer and the Union agree otherwise.
- (i) The Employer shall ensure that no other Employee is asked or permitted to perform the work of the Employee who refused unless the second Employee is advised of the reasons of the work refusal in presence of the Union Safety Committee member or his/her designate and/or the refusing Employee.
- (j) No Employee who, in good faith, exercises his or her right to refuse work shall be discharged, penalized or disciplined for refusing to use or operate a machine or thing, to work in a place, or to perform an activity where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.
- (k) No Employee shall lose pay, seniority or benefits for the remainder of a shift due to a work refusal although the Employee may be assigned to other work.
- (l) A written report covering all aspects of each work refusal shall be produced and delivered to the OH&S Committee Co-Chairs for review at the next monthly meeting.
- (m) All other provisions relating to work refusals as set out in sections 128, 128.1 and 129 of the *Canada Labour Code Part II* shall continue to apply to Employees covered under this Agreement.

#### **11.08 PROPER TRAINING AND EDUCATION**

- (a) Employees shall not operate any piece of equipment or begin work unassisted in any classification until he/she has received proper training and instruction.
- (b) All current Employees and all new Employees will receive general health & safety training paid at applicable rates in addition to any specific training provided by the Employer for specific tasks. The content and delivery of such training shall be determined by the OH&S Committee.

- (c) The Employer will cover the course fees, registration, and wages at applicable rates for each OH&S Committee member to attend two (2) days of Union recommended safety training each year.

#### **11.09 DUTY TO ACCOMMODATE**

- (a) The Employer and the Union agree to make every reasonable effort to provide suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their regular duties, as a consequence of an occupational or non-occupational disability.
- (b) The Employer will discuss with the Union the necessary arrangements to accommodate the return to work of an Employee off as a result of an illness or injury. All light duty, work hardening and/or trial programs, modified duties or accommodation arrangements will be set out in writing between the Company and the Union.

#### **11.10 NATIONAL DAY OF MOURNING**

Each year on April 28<sup>th</sup> at 11:00 a.m. work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job. The Union shall send the Company a reminder of this requirement at least one (1) week prior to April 28<sup>th</sup>.

#### **11.11 PROTECTIVE EQUIPMENT**

Employees whose work requires them to wear protective devices may obtain the following from the Company as required: eye protective devices, hearing protection, face masks and, when handling acids, aprons, gloves and rubber boots.

The Company will supply and clean all coveralls and aprons.

Where specialized protective clothing is required by the Company for a specific operation, the cost will be borne by the Company.

#### **11.12 EQUIPMENT AND WORKPLACE ENVIRONMENT STANDARDS**

- (a) The Employer agrees to keep all equipment in safe operating condition and will ensure that all heating and lighting standards are reviewed frequently. The Employer will ensure that the temperature and ventilation in all work areas is maintained at a reasonably comfortable standard where possible.
- (b) Any Employee shall not operate any equipment which he or she considers to be in such condition as to endanger its safe operation. Any such equipment will be repaired before being put back into service. Red tags will be made available on every piece of equipment for use if needed. Lockout procedures will also be implemented and reviewed frequently by the OH&S Committee.

- (c) The Employer shall notify the OH&S Committee and all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard where practicable. Where Employee medical testing is required as a result of such exposure and the cost is not covered by WCB or another insurance plan, the Employer shall pay for such testing as well as the necessary time off work to take the tests.

#### **11.13 PROTECTIVE FOOTWEAR ALLOWANCE**

- (a) The Employer will pay a protective footwear allowance for certified safety boots or shoes of one hundred and fifty dollars (\$150.00) per contract year [or three hundred dollars (\$300.00) every two (2) years] for all Employees required to wear safety footwear.
- (b) Those Employees who are not required to wear safety boots on a daily basis but who are required to wear safety boots periodically when carrying out assigned tasks will receive the same protective footwear allowance every two (2) contract years.
- (c) To claim the protective footwear allowance, Employees must provide a receipt to the Company.
- (d) Employees must have the protective footwear available at work and wear the protective footwear when required to be eligible for this payment.

#### **11.14 RIGHT TO ACCOMPANY INSPECTOR**

The Union OH&S Co-Chairperson or designate shall accompany a Government Inspector on an inspection tour upon request.

The Company will inform the Health and Safety Committee Co-Chairs, respecting any scheduled inspection by HRDC or Fire Department or Airport Authority or any form of Local, Provincial or any kind of Federal Inspection is coming to the plant to conduct an inspection. This will be done as soon as the Company becomes aware of any such occurrence.

#### **11.15 MANNER OF DRESS**

Unless specified by the Company, the manner of dress is the prerogative of the Employee providing that it meets normal standards of safety.

#### **11.16 WORKING ALONE**

Adequate provision shall be made to monitor the health and safety of workers required

to work alone or in isolation. These measures shall be reviewed no less than annually by the OH&S Committee.

#### **11.17 RESULTS OF ENVIRONMENT MONITORING TESTS**

The Company shall promptly supply the results of environmental monitoring it conducts and the results of any monitoring by any government agency to the Committee and shall post the results in a conspicuous location.

#### **11.18 ERGONOMIC REQUIREMENTS**

- (a) The OH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/Employee interface. When an ergonomic concern is beyond the scope of the OH&S Committee, appropriate external consultants shall be used.
- (b) The OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.

#### **11.19 EMPLOYEE LUNCHROOMS AND WASHROOMS**

There shall be an Employee lunchroom and male and female washrooms in each main building separated from all work areas which shall be maintained daily in a clean and sanitary manner.

Additional washrooms shall be introduced without delay in accordance with section 9.12 of the *Canada Occupational Health and Safety Regulations*.

Wash basins shall be maintained in each restroom in accordance with section 9.20 of the *Canada Occupational Health and Safety Regulations*.

### **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

#### **12.01 WORK TIME**

- (a) The Company will make every effort to provide a forty (40) hour work week for all Employees but cannot guarantee forty (40) hours of work to every Employee.

Any reduction of hours from any work week shall be implemented by reverse order of plant-wide seniority by classification per Employee up to and including layoffs if necessary.

- (b) Within the context of the above, the work day for Employees will be determined by the hours and days of work schedule outlined in Article 12.03 (a) & (b).

**12.02 HOURS OF WORK**

- (a) The work day and work week for Employees will be determined by the hours and days of the work schedule outlined in Article 12.03.
- (b) Employees are expected to be at their work place when their scheduled work day begins and should not leave the work place until the end of the scheduled work day.

All Employees shall be allowed to use the last five (5) minutes of each shift for such purposes as securing personal and Company owned equipment, straightening up their work place, washing and removing their attire.

- (c) Employees will be paid in one-tenth ( $1/10^{\text{th}}$ ) of one (1) hour (i.e. six (6) minute increments with the first increment starting at start of the shift and the second six (6) minutes later.

The Company will round all Employees' time up or down in increments of one-tenth ( $1/10^{\text{th}}$ ) of one (1) hour (i.e. six (6) minutes) to reflect, as much as possible, the actual time worked by Employees.

**12.03 WORK WEEK AND SCHEDULES**

The Company will schedule hours in accordance with the Collective Agreement and operational requirements.

Subject to operational requirements the Company will schedule as many shifts as practical between Monday and Friday.

The working week will average forty (40) hours which will be accomplished by various work schedules as follows:

- (a) Regular Work Week Schedule

The regular work week shall be forty (40) hours. Positions on these shifts will be bid by seniority.

#	Schedule	Weekly Hrs Paid	Daily Hrs Worked/Daily Hrs Shift	Shift Times	Meal Break	# Rest Periods x length
1	(Monday to Friday - Day Shift) 5 days on 2 days off	40	8/8.5	07:00 - 15:30	30 mins	2 x 10 mins
2	(Monday to Friday - Straight Second Shift) 5 days on 2 days off	40	8/8.5	15:30 - 24:00	30 mins	2 x 10 mins
3	(Monday to Friday	40	8/8.5	22:30 - 07:00	30 mins	2 x 10

	- Straight Third Shift) 5 days on 2 days off					mins
4	(Monday to Thursday - Day Shift) 4 days on 3 days off	40	10/10.5	06:00 - 16:30	30 mins	2 x 15 mins
5	(Monday to Thursday - Second Shift) 4 days on 3 days off	40	10/10.5	16:30 -03:00	30 mins	2 x 15 mins

(b) Alternate Work Week Schedules

After the Company has used its best efforts to schedule as many Employees as possible to the regular work week outlined in 12.03 (a), the alternate work week schedules as set out below shall be used when required. Positions on these shifts will be bid by seniority.

Schedule	Weekly Hrs Paid	Daily Hrs Worked/Daily Hrs Shift	Shift Times	Meal Break	# Rest Periods x length
(Friday to Sunday - Days) 3 days on 4 days off	40	13/13.5	06:00 - 19:30	30 mins	3 x 10 mins
(Friday to Sunday - Second Shift) 3 days on 4 days off	40	13/13.5	18:00 - 07:30	30 mins	3 x 10 mins

*Note: Add the following to shift premium language in Schedule "B":*

Second Shift: \$1.75/hr applies to Shifts # 2, 5 & 7 as per Article 12.02 (a) & (b)

Third Shift: \$2.00/hr applies to Shift # 3 as per Article 12.02 (a)

**12.04 NORMAL HOURS OF WORK AND VARIANCE REQUESTS**

- (a) The Company, in order to meet operational requirements or to satisfy Employee requests, may schedule Employees to start work up to one (1) hour prior to the normal shift and end one (1) hour earlier, or start work up to one (1) hour later than the normal shift and end one (1) hour later. Any further changes will be by mutual agreement between the Company, the Chief Shop Steward and the Unit Committee.
- (b) Individual Employees may request to change their start time or days on/off for a particular work day, work week, month or shift. These changes shall not constitute a precedent nor shall it affect any Employees' entitlement to overtime or their ability to work on the shifts at the times outlined above.



- (c) The Union reserves the right to serve the Employer with seven (7) days' notice of its intent to cancel any and all such arrangements if it believes that these agreements are undermining the integrity of the shift options.

#### **12.05 SHIFT SCHEDULE IMPLEMENTATION**

Work shifts and schedules will be implemented in accordance with the following:

- (a) The Company shall determine the staff requirements for the shift in order to have an appropriate mix of qualified and experienced Employees on each shift.

Shift and schedule selection shall be by seniority and in the classification. Where alternate shifts are first implemented, the Company shall consult with the Chief Shop Steward first and senior Employees shall have the right to accept or decline by seniority provided there is a qualified junior Employee with the required ability and experience available to be scheduled.

- (b) Shift Schedule Implementation Notices will be posted at least fourteen (14) calendar days prior to implementation of a new shift, or shorter by mutual agreement between the Company and Chief Shop Steward prior to implementation.
- (c) Shift Schedule Implementation Notice will include the minimum qualifications and experience required for the shift and will be filled pursuant to Article 12.06 (b).
- (d) Adjustments to an individual's Employees schedule resulting from a shift change will be handled through a transition period designed to ensure there is a minimal loss or gain in hours.

#### **12.06 SHIFT BIDDING**

- (a) There will be a Shift Bid process started on the first Monday of October each year for all bargaining unit Employees. Additional plant-wide Shift Bids may occur throughout the year due to variations in operational needs and the procedures set out in this article will be followed.
- (b) The Shift Bid process will be as follows:
  - (i) The number of available positions for each shift as set out in Article 12.05 will be posted on bulletin boards throughout the hangars and made available to Employees on temporary assignment at other locations for a minimum of two (2) weeks prior to the start of the shift bid process.
  - (ii) The shift bid form will allow an Employee to indicate up to four (4) shift

preferences for various shifts.

Employees must return their completed Shift Bid form into their Department Supervisor no later than fourteen (14) calendar days after the start of the bid process.

- (iii) Employees will be assigned to a shift in order of their stated preferences subject to their seniority and having the required qualifications.

Where an Employee does not have the seniority or qualifications to hold a shift of their preference, they will be given an opportunity in seniority order to select one of the available shift vacancies.

- (iv) The results of the Shift Bid will be made accessible in writing to the Chief Shop Steward and/or Stewards prior to the revised schedule being posted.
- (v) Once the sign up is completed, the list will be posted and Employees will commence their new shifts on or about January 1<sup>st</sup>. The specific dates of commencement will be posted.

- (c) Employees cannot change classification as a result of the shift bid.

#### **12.07 PERMANENT SHIFT VACANCY POSTING, SELECTION AND TRANSFER**

The Company follows the principle that its Employees should be able to take advantage of opportunities that arise for transfer to another shift by applying for shift vacancies when there is a permanent shift transfer opening.

Permanent shift vacancies on new or existing shifts will be filled in accordance with the following:

- (a) When a permanent shift opening is set to occur the Company will post a Shift Vacancy Notice on all Company notice boards for a minimum of seven (7) days in advance of the opening, or a shorter period by mutual agreement between the Company and the Chief Shop Steward.
- (b) Shift Vacancy Postings will be posted for a minimum of seven (7) calendar days.
- (c) The senior Employee within the classification who has applied and who meets the qualifications and experience outlined in the Shift Vacancy Posting will be offered the shift vacancy.

The Employee may accept or decline the offer and, if qualified Employees until the vacancy is filled or the list is exhausted.

- (d) If any shift vacancy cannot be filled through this process the Company will assign the junior qualified available Employee in the classification.
- (e) Once the selection process is complete the Employee selected or assigned to the shift vacancy will receive written notice of their new shift a minimum of five (5) calendar days prior to commencement of their new assigned shift.

The five (5) calendar day minimum notice can be shortened with the agreement of the Employee.

#### **12.08 TEMPORARY SHIFT VACANCY AND TRANSFER PROCESS**

- (a) A temporary shift vacancy is defined as a vacancy not to exceed one (1) calendar month.
- (b) If the Company needs to assign an Employee temporarily to another shift as set out in Article 12.02, a notice will be posted on all Company bulletin boards for at least forty eight (48) hours.

In the event there are no volunteers who meet the qualifications and experience required for the shift vacancy, the junior Employee who meets the qualifications and experience in the classification will be assigned provided the notice requirements in Article 12.08 (c) are followed.

- (c) Except where unforeseen circumstances occur, Employees being temporarily transferred from one shift to another will receive forty-eight (48) hours written notice.

Where no unforeseen circumstances occur and forty-eight (48) hours is not given to the Employee, the Employee shall be paid one and one-half (1½) times the regular rate for the first day.

At the Employers option the Employee may be given the first day off with no loss of pay.

- (d) Temporary shift transfers must be from one of the shifts outlined in Article 12.03 to another shift outlined in Article 12.03

The hours and days of work outlined in Article 12.03 cannot be modified as a result of a temporary transfer.

#### **12.09 MEAL BREAKS AND REST PERIODS**

- (a) All shifts shall have a one-half hour unpaid lunch break scheduled by supervision approximately midway in the shift.

In addition, all Employees shall have a ten (10) minute rest period scheduled by supervision during the first half of the shift and a ten (10) minute rest period scheduled by supervision in the second half of the shift.

Prior to the first and second rest period Employees will receive a three (3) minute clean-up period.

The scheduled rest periods may not be the same for all Employees depending on the operational needs of the Company.

- (b) Scheduled shifts of ten (10) hours or more in duration shall have an additional rest period of ten (10) minutes which shall be taken at the midway point following eight (8) hours and the end of the shift.
- (c) Article 12.09 (b) does not apply to shift (4) and (5) as set out in Article 12.03 (a) of the Collective Agreement.

#### **12.10 OVERTIME MEAL BREAKS AND REST PERIODS**

- (a) An Employee who is required to work overtime, continuous to his/her normal shift, shall be entitled to a ten (10) minute rest period at the end of the first eight (8) hour normal shift and a further one-half ( $\frac{1}{2}$ ) hour unpaid lunch break after ten (10) hours worked during the shift.
- (b) An Employee who works more than four (4) hours overtime prior to or after their regular shift will be provided an additional meal break that will be paid time.
- (c) An Employee who is unable to take any meal break or rest period granted in accordance with this Article will be credited with the time worked plus the amount of the rest period at the applicable overtime rate.

#### **12.11 DAILY OVERTIME RATES**

All hours worked in excess of the regular daily hours defined in the work schedules per Article 12.03 (a) & (b) shall be paid at the rate of time and one-half (1.5x) for the first two (2) hours worked and double time (2x) thereafter.

#### **12.12 WEEKLY OVERTIME RATES**

All hours worked in excess of forty (40) regular hours per week shall be paid at the rate of time and one-half (1.5x) for the first eight (8) hours worked and double time (2x) thereafter.

**12.13 SUNDAY, THURSDAY AND SEVENTH (7<sup>TH</sup>) DAY OF WORK OVERTIME RATES**

- (a) For those Employees working on a shift that starts on a Monday, any work performed on Sundays will be paid at double time (2x).
- (b) For those Employees working on a shift that starts on a Friday, any work performed on Thursdays will be paid at double time (2x).
- (c) Double time (2x) will be paid for work on the Thursday or Sunday referenced in (a) or (b) above, except in cases where the Employer, the Employee, and the Chief Shop Steward mutually agree that work that could have been performed on a day other than the double (2x) time day (Sunday or Thursday) can be deferred to the double (2x) day, in which case the rate of time and one half (1.5x) up to eight (8) hours shall apply with double time (2x) thereafter.
- (d) The seventh (7<sup>th</sup>) day of work in any scheduled work week will always be paid at double time (2x).

**12.14 REPORTING PAY**

An Employee who reports for work:

- (a) on his/her regular shift;
- (b) on a call-back after his/her regular shift;
- (c) on a call-in on his/her day off;

shall be paid a minimum of four (4) hours at the applicable rate and work may be assigned, at the Company's discretion, to fill out the four (4) hours.

**12.15 MEDICAL OR PERSONAL TIME OFF**

An Employee requiring some time off during a shift for medical or other personal reasons, shall make the request in writing to his/her supervisor one day in advance and the supervisor will make every effort to accommodate the Employee.

**12.16 MAKE-UP TIME**

An Employee who has requested time off per Article 12.15 for personal reasons, may be asked by supervisor to come in early and/or stay late in order to make up the lost time at regular rates.

Similarly, an Employee who has requested and has been granted time off for personal reasons may wish to make up the time lost at regular rates by coming in early and/or staying late.

The conditions for accommodating the make-up time in the above situations will be:

- (a) It can be reasonably scheduled by supervision;
- (b) There will be at least two (2) Employees at work in the plant; and
- (c) It is in the same calendar week.

#### **12.17 OVERTIME CRITERIA**

It is understood that, on occasion, overtime work may be required to meet the operational needs of the Company. The overtime may be continuous to a shift, either before or after, or it may be on a call-in basis. In selecting the Employees to work overtime, the Supervisors shall take into consideration the following:

- (a) The skills required to complete the job;
- (b) The project requiring the overtime and who is knowledgeable about the project;
- (c) The length of the overtime required; and
- (d) After factors (a), (b) and (c) have been considered, the senior Employee will be given preference provided the estimated overtime hours required plus the overtime hours the Employee has already worked during the week do not exceed three (3) hours per day and eight (8) hours per week.

#### **12.18 MANDATORY OVERTIME SCHEDULING**

The Union recognizes that the Company routinely requires overtime to meet both customer and operational requirements, and the Company also recognizes that it must also consider the Employee's personal needs when scheduling overtime and will do so when exercising the following Clauses:

No Employee shall be required to work overtime against his/her wishes, unless:

- (a) No other qualified Employee will work overtime on a voluntary basis per Article 12.17;
- (b) In the opinion of the Supervisor, based on circumstances existing at the time of the decision, the work is required and there is no other reasonable alternative.

The term "Qualified Employee" means the most junior Employee whose qualifications, in the opinion of the Supervisor, meets the requirements of Article 12.17;

- (c) In the event an Employee is required to work overtime against his/her wishes,

the maximum number of hours he/she may be required to work shall be two (2) hours in conjunction with a regular shift and eight (8) hours on a regular day off or on a statutory holiday.

In no event, can the accumulative total exceed the statutory limit of eight (8) hours in one (1) week nor shall overtime be forced on an Employee for more than two (2) consecutive weeks.

If any of the limitations set out in this section is or will be exceeded on the next overtime assignment the next most junior "Qualified Employee" shall be assigned the overtime; and

- (d) Employees required to work overtime will be advised as far in advance as possible.

#### **12.19 SHORTER WORK WEEKS**

Employees may request to work a shorter work week. If such a request is made the parties shall discuss the feasibility of the request and mutually agree if it is feasible as well as the terms and conditions that will apply.

#### **12.20 SATURDAY AND SUNDAY WORK TO A MINIMUM**

It is understood and agreed by both Parties that Saturday and Sunday work will be kept to the minimum required to meet operational needs.

##### Example Shift Vacancy Notice

Posted by:

Posting End Date:

This Notice is to inform you of a Shift Vacancy. If you meet the qualifications and experience defined here and are interested in this shift please print your name on a line below.

Here are the details of the Shift Vacancy:

Shift:

Department:

Number of Vacancies:

Classification:

Minimum Qualifications:

Minimum Experience:

Name:

\_\_\_\_\_  
\_\_\_\_\_

### **ARTICLE 13 - GENERAL HOLIDAYS**

#### **13.01 ELIGIBILITY FOR GENERAL HOLIDAYS**

An Employee is not eligible for general holiday which occur in the first thirty (30) days of employment. Employees who have earned wages for part or all of each day of at least fifteen (15) of the thirty (30) calendar days immediately prior to a general holiday or immediately prior to a lay off shall receive payment for the holiday.

#### **13.02 GENERAL HOLIDAYS DEFINED**

(a) Employees will be paid eight (8) hours (ten (10) hours if assigned to the ten (10) hour shift) at regular rates, without working, for the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Employee's Birthday

(b) Employees will be given four (4) hours off on Christmas Eve afternoon and New Year's Eve afternoon at their regular rate of pay. Employees must be at work on the day in question to receive the pay.

For the duration of this Agreement the four (4) hours shall be granted as set out in Schedule C.



### **13.03 EXACT DATES FOR HOLIDAYS**

Exact dates for holidays as specified in Article 13.02 (a) (except for the Birthday holiday), shall be as set out in Schedule "C" of this Agreement. Proposals to change these dates must be mutually agreed between the Company and the Stewards Committee and be ratified by a secret ballot of the members.

### **13.04 PAYMENT FOR TIME WORKED ON A STATUTORY HOLIDAY**

Employees shall not be required to work on the day declared as a holiday. Employees who voluntarily agree by seniority to work on the day declared as a holiday shall be paid at time and one-half (1.5x) for the first eight (8) hours and double time (2x) thereafter and receive another day off with regular pay in lieu of the holiday.

### **13.05 GENERAL HOLIDAYS AND LEAVES**

An Employee absent due to certified illness, pregnancy or compensable injury, shall be entitled to receive pay for a general holiday occurring during the first (1<sup>st</sup>) thirty (30) days of such absence.

### **13.06 HOLIDAY FALLING WITHIN EMPLOYEE'S VACATION**

Should a general holiday fall within an Employee's vacation, such vacation period shall be extended by one (1) working day for each such general holiday.

### **13.07 GENERAL HOLIDAYS AND LAYOFFS**

In the event of a layoff, Employees laid off will be paid for any general holidays falling within thirty (30) calendar days following the date of layoff, subject to the limitations in Article 13.01.

## **ARTICLE 14 - VACATIONS**

### **14.01 VACATION ENTITLEMENT**

Employees covered by this Agreement shall be entitled to vacation as follows:

- (a) Employees who have completed one (1) or more years of employment are entitled to two (2) weeks' vacation, with pay calculated at the rate of four (4) percent of gross earnings since the last pay-out of vacation pay.
- (b) Employees who have completed three (3) or more years of employment are entitled to three (3) weeks' vacation, with pay calculated at the rate of six (6) percent of gross earnings since the last pay-out of vacation pay;
- (c) Employees who have completed seven (7) or more years of employment are

entitled to four (4) weeks' vacation, with pay calculated at the rate of eight (8) percent of gross earnings since last pay-out of vacation pay; and

- (d) Employees who have completed fifteen (15) or more years of employment are entitled to five (5) weeks' vacation, with pay calculated at the rate of ten (10) percent of gross earnings since the pay-out of vacation pay.
- (e) Employees who have completed twenty (20) or more years of employment are entitled to six (6) weeks' vacation, with pay calculated at the rate of twelve (12) percent of gross earnings since the last pay-out of vacation pay.

#### **14.02 DEFINITION OF EMPLOYMENT**

For the purpose of this Article, "employment" shall mean:

- (a) Unbroken employment from the latest date of commencement of full-time employment with the Company.
- (b) The total of one (1) or more periods of employment broken only by periods of layoff during which seniority was not lost.
- (c) Employment that has previously been accepted by the Company as qualifying an Employee for extended vacation benefits.

#### **14.03 VACATION PAY**

Employees will receive their vacation pay at the time vacation is taken. In the event an Employee's vacation weeks are not consecutive, payment for the entire vacation entitlement may be made, at the Employee's option, when vacations are first taken.

Any Employee whose employment with the Company is terminated shall receive vacation pay based on the percentages specified in 14.01 at the time of separation. This shall also apply to an Employee laid off for a period of more than two (2) months.

Upon request Employees may receive their vacation pay on the pay date prior to commencement of their vacation. Employees must request such payment in writing at least one (1) week prior to the pay date.

#### **14.04 PLANT SHUTDOWNS**

##### **(a) Summer Shutdowns**

The Company may elect to have a two (2) week summer plant shutdown. The Company will provide six (6) months' notice (i.e.: by the end of January) if it is going to schedule a summer shutdown.

**(b) Year End Shutdowns**

The Company may elect to have a year-end plant shutdown. The Company will provide four (4) months' notice (i.e.: by the end of August) to the Union if it is going to schedule a year end shutdown.

**(c) Request for Leave During Shutdowns**

Upon request in writing to the Company, Employees may elect to take a leave of absence during the summer and/or year-end shutdown in order to take their vacation at a later date.

**(d) Work During Shutdowns**

If work is to continue during the summer and/or year-end shutdown, Employees shall have the right to select the work in their classification by seniority subject to their qualifications and ability to perform the work required.

**14.05 VACATION SCHEDULING**

- (a) The vacation year for scheduling purposes will be from May 1<sup>st</sup> to the following April 30<sup>th</sup>. Vacation period selections will be carried out in seniority order from February 15<sup>th</sup> to March 30<sup>th</sup>.

Employees who request vacation time after March 30<sup>th</sup> shall have their vacation request on a first come first serve basis and the Company shall respond no later than fourteen (14) days after the request is received.

- (b) It is understood the Company will use its best efforts to ensure that Employees are approved to take the vacation they request and that all Employees use up their allotted vacation annually at mutually agreeable times.
- (c) The Company may limit the number of weeks of vacation taken by any Employee in the peak summer period and limit the number of Employees on vacation at any one time, either by Department or in total, provided that a minimum of one (1) Employee per classification is approved to be off at any one time.
- (d) Once a vacation request has been approved, it cannot be changed except by mutual agreement in writing between the Company, the Employee, and the Union. Any change to an approved vacation shall be in writing and shall not affect another Employee's approved vacation period.
- (e) Change to the vacation schedule that lead to swapping of vacations will require the approval of the Supervisor.

## **ARTICLE 15 - PAYMENT OF WAGES**

### **15.01 PAY PERIODS DEFINED**

Each pay period shall be two (2) weeks, starting on a Sunday morning and ending on a Saturday night.

### **15.02 DIRECT DEPOSIT**

The pay cheques shall be directly deposited on the Friday following the end of the pay period by 12.01 A.M.

### **15.03 DEDUCTIONS**

Except those required by law, deductions from any Employee's wages shall be made only on authority of the Employee.

### **15.04 PAY STATEMENTS**

Pay statements will include all information required by Federal and Provincial Statutes.

### **15.05 BANKED TIME**

- (a) Employees shall state on their time cards or other designated form when overtime pay is to be banked.
- (b) An Employee may bank overtime pay to a maximum of one hundred and twenty (120) hours straight time pay and may bank back up to one hundred and twenty (120) hours when he/she uses all or a portion of his or her banked overtime.
- (c) Banked overtime pay will be accrued at the rate earned at the time of banking.

When banked overtime is taken as paid time off, the Employee will be paid at the rate he/she is earning at that time and his/her banked pay will be reduced by that amount.

- (d) Banked overtime pay may be withdrawn by the Employee at any time. To make such a withdrawal the Employee must give the Company at least one (1) weeks' notice and the payment will be made with the next pay cheque.
- (e) Banked overtime may be taken as paid time off at a time mutually agreed between the Company and the Employee.

On occasion the Company may agree to allow the Employee to use banked overtime to cover absences due to sickness which have occurred prior to the Employee being able to ask for the time off.

- (f) In the event of lay-off all banked overtime will be paid out at the time of lay-off or at the Employee's request banked time may be used to delay a lay-off. This means the issuance of the record of employment shall be delayed for the duration of the banked hours and wages.
- (g) All banked overtime pay will be paid out on the first pay periods following March 31<sup>st</sup> and September 30<sup>th</sup> of each year.

#### **15.06 TAX STATEMENTS**

Employees required to purchase tools in the performance of their job may submit a Form (GST-370) to the company for verification and signing in order to claim a tax rebate when submitting their annual income tax statement.

### **ARTICLE 16 - BENEFITS**

#### **16.01 MEDICAL SERVICES PLAN (MSP) PREMIUMS**

After completion of the probationary period, the Company will contribute one hundred percent (100%) of the B.C. MSP premium.

#### **16.02 HEALTH AND WELFARE PLAN**

The Company will administer and pay one hundred percent (100%) of the cost of providing health and welfare benefit plan(s) for all Employees who have completed the probationary period. Employees shall not pay any premiums or make any contributions toward the cost of providing this plan.

This plan shall cover all Employees who regularly work twenty (20) or more hours per week.

This plan will contain the following minimum benefit coverage and levels:

<b>Life Insurance</b>	\$100,000 lump sum coverage. Reduces to 50% at age 65 and then no further reductions Termination age: as per current CHIPS Viking Plan
<b>AD&amp;D</b>	An amount equal to Life Insurance Termination age: as per current CHIPS Viking Plan
<b>Optional Life</b>	Available in \$10,000 units to a maximum of \$250,000, subject to approval
<b>Dependent Life</b>	\$5000 spousal coverage

	<p>\$2500 coverage for each child from birth Termination age: as per current CHIPS Viking Plan</p>
<b>Short Term Disability (ASO)</b>	<p>66.67% of gross weekly earnings to a maximum of \$800 for 26 week Waiting Period: 0 days accident or hospital / 4 days sickness No CPP offset Taxable</p>
<b>Long Term Disability</b>	<p>66.67% of gross monthly earnings to a maximum of \$3500 Waiting Period: 26 weeks 2 year "own occupation" coverage and then moving to "any occupation" coverage Benefit Period: To age 65 CPP offset: as per current CHIPS Viking plan Taxable</p>
<b>Health Care</b>	<p>All items cover all members and eligible dependents Calendar Year Deductibles: Out of Country - Nil Ambulance and Hospital - Nil For all other health care expenses: Nil Reimbursement: 100% for all healthcare expenses including drugs and dispensing fees 100% Out of Country Coverage (as per policy provided by CHIPS plan) Semi private hospital care Paramedical Coverage: \$500 per practitioner per year Acupuncture: \$500 included above Hearing Aids: \$700 every 5 years Custom Hose: 2 pairs per year to a maximum of \$400 Services and supplies such as braces, crutches, etc. with no set maximums Orthopaedic shoes / orthotics - \$600 per year</p> <p>Other services and supplies on a reasonable and customary basis Best Doctors Nursing Care: \$10,000 per 12 months per condition Lifetime Healthcare Maximum - Unlimited Pooling Level - \$10,000 Online claims submission and inquiries. Online health and wellness. Online custom claim forms.</p>

	<p>Employee Family Assistance Plan (EFAP) Termination date extended to retirement</p>
<b>Drug Coverage</b>	<p>All items cover all members and eligible dependents Deductibles: Nil 100% coverage including dispensing fees Prescription drug card based on Telus 84 formulary Smoking cessation products - \$500 per lifetime Fertility - \$5000 / lifetime Unlimited maximum Termination date extended to retirement</p>
<b>Vision</b>	<p>All items cover all members and eligible dependents Deductibles: Nil Eye Exams - Full coverage once every 24 months \$250 every 24 months for corrective lenses, contact lenses and laser eye surgery Preferred vision services included</p>
<b>Dental</b>	<p>All items cover all members and eligible dependents Deductibles: Nil Current dental fee guide Reimbursement: Basic Coverage - 100%, 6 month recall Major Coverage - 50% Orthodontic Coverage - 50% Accidental Coverage - 100% Maximums: Basic and Major Combined: \$2000 each calendar year Orthodontics - \$1500 lifetime Accidental - Unlimited Termination date extended to retirement</p>
<b>Surviving Spouse and Dependents</b>	<p>Spouse and dependents will be fully covered for all benefits for twenty-four (24) months following the death of a Viking unionized Employee</p>
<b>Employee Family Assistance Plan (EFAP)</b>	<p>Introduction of a new Employee Family Assistance Plan</p>
<b>Definition of Eligible Dependents</b>	<p>The definition of an eligible dependent child (non-student) so that dependent children under 22 years of age can be covered</p>

### **16.03 ADMINISTRATION OF BENEFIT PLAN(S)**

- (a) The Company will be responsible for managing and administering the Health and Welfare Benefit Plan(s).
- (b) The Company will provide transparency to the Union with regular and real-time reporting in relation to the cost of providing and administering the benefit plan(s) including the costs of the plan(s), plan(s) experience, and any deficits or surpluses of any form are provided to the Union in writing on a quarterly basis.
- (c) The Company agrees that the benefits outlined above will mirror or exceed the CHIPS benefit plan provisions, unless otherwise expressly outlined in this Article.

The Company has expressed interest in contracting a new carrier to provide the benefits. The parties recognize that in changing carriers, there may be some differences in the provision of benefits which, while not substantive, could adversely affect the Employee. If an Employee is in such a situation, the Company and the Union will review the situation on a case by case basis and seek a resolve to the best interest of the member. A resolve might include temporary maintenance of the old plan provision.

- (d) A copy of the full health benefit plan with the carrier will be provided to the Union upon request.
- (e) The Company will provide the Union with six (6) months written notice of any change in the benefit provider and any changes shall not reduce the coverage provided for in this article in any way.
- (f) Participation in the life insurance and weekly indemnity plan shall be compulsory for all Employees.
- (g) Employees hired prior to April 15<sup>th</sup>, 1999 who indicated their intention to participate in the Extended Health and or Dental Plans will continue to participate. All Employees hired after April 15<sup>th</sup>, 1999 will participate in the Life Insurance, Weekly Indemnity, Dental and Extended Health Plans.
- (h) The Employer contributions will be made for the month that a lay-off or leave of absence commences and will recommence at the beginning of the month following recall from a lay-off or return from leave of absence.
- (i) The Employer shall remit the Health and Welfare contributions except Weekly Indemnity during the period of leave for any accepted WCB or Weekly Indemnity related injury or illness to a maximum period of one (1) year. The Employer shall continue to remit Health and Welfare contributions except Weekly Indemnity for a period of one (1) year during Maternity and Paternity Leave.



- (j) The Employer shall be entitled to retain the entire EI premium reduction, as a result of the Employees weekly indemnity plan.

#### **16.04 GROUP RRSP PLAN**

The Company will make available to Employees a Group Registered Retirement Savings Plan, administered by a Trust or Insurance Company, and allow payroll deduction of contributions provided:

- (a) The minimum deduction is twenty-five dollar (\$25.00) per pay period;
- (b) Deductions are in multiples of five dollars (\$5.00);
- (c) Contributions are not changed more than once per quarter;
- (d) The Employee has completed the probationary period.

#### **16.05 COMPANY CONTRIBUTIONS TO GROUP RRSP PLAN**

The Company will contribute up to a maximum of four percent (4%) of earnings to match Employee contributions to their RRSP under Article 16.04.

The RRSP plan will be made available to Employees who have completed their probationary period.

The Company contributions will be maintained separately and will become vested with the Employee after two (2) years (i.e. Employees who leave the Company before completion of two (2) years will forfeit their right to the Company's contribution).

#### **16.06 PATERNITY LEAVE**

Upon completion of the Employee's probationary period, the Company will grant leave with pay for up to a maximum of three (3) days per calendar year for the following:

A bona-fide paternity leave to an Employee on the birth or adoption of their child.

The intent of this Clause is to minimize the loss of regular wages at a time of personal need.

Therefore holidays, vacations, other leaves of absence, illness and regularly scheduled days off shall be taken into consideration and shall reduce, in total or in part, the number of days paid for.

## **16.07 SICK TIME / FAMILY RESPONSIBILITY**

For Employees who have completed their probationary period, a Sick Time / Family Responsibility benefit shall be allotted each calendar year as per the following:

- (a) Eighty (80) hours at seventy-five percent (75%) of regular pay plus any premiums shall be granted to each Employee who has completed probation.

The maximum number of paid sick/family responsibility hours off in any calendar year will be eighty (80) hours and partial hours will be permitted.

- (b) Any unused sick/family responsibility hours from each year will be carried over for use in the next calendar year. Any such banked time shall be forfeited if not used in the following calendar year.

- (c) No hours will be paid when an Employee is eligible for Weekly Indemnity payments although they may be used for the three (3) day waiting period to become eligible for Weekly Indemnity.

- (d) This paid time off may be used as Family Responsibility time as defined in Article 10.10.

- (e) After an Employee has completed his/her probationary period in his/her first year of employment, the number of Sick Time/Family Responsibility hours allotted and the payout pursuant to (b) will be prorated from the date of hire to December 31<sup>st</sup> of that year.

## **ARTICLE 17 - JURY OR CROWN WITNESS DUTY**

### **17.01 JURY OR CROWN WITNESS DUTY**

Employees who have completed their probationary periods, who are summonsed or subpoenaed for jury selection or jury duty or as a crown witness in a court proceeding shall be paid the difference between their regular pay and the pay received for any of the above.

The Employee must show satisfactory proof of receiving the summons or subpoena and must provide the Company with a statement of pay received when claiming the difference.

Employees released before four (4) hours, who would have otherwise been working on the day of such duty are expected to report for work for the balance of the day.

## **ARTICLE 18 - JOB POSTINGS AND TRANSFERS**

### **18.01 VACANCIES AND NEW POSITIONS TO BE POSTED**

All vacancies and new positions within the bargaining unit shall be posted for seven (7) calendar days.

A copy of the posting will be immediately forwarded to the Chief Shop Steward prior to posting. All vacancies shall be posted prior to hiring from outside the bargaining unit.

### **18.02 POSTING INFORMATION AND SELECTION FOR POSITIONS**

- (a) All job postings and vacancy notices shall specify pertinent applicable information about the position, such as classification, function, location, department, requirements, qualifications, special conditions, closing date, etc.
- (b) In the event that two (2) or more internal applicants meet the necessary qualifications as set out in the job posting notice, the applicant with the greater seniority within the bargaining unit shall be selected for the position.
- (c) In the event that two (2) or more internal applicants apply for a job posting which has no formal qualifications required, the applicant with the greater seniority within the bargaining unit and ability to satisfactorily perform the work required shall be selected for the position.
- (d) All applicants for a position will receive an interview or a written response outlining why they were or were not selected for the position. A copy of this written response shall be provided to the Chief Shop Steward.
- (e) If a job posting or vacancy is not filled through lack of applicants or because no applicants meet the requirements of 18.02 (b) or 18.02 (c), the posting shall remain up and be open for bid until the vacancy has been filled through outside hiring or is withdrawn.

### **18.03 APPLICATIONS FOR TRANSFER**

Employees seeking a transfer to a specific classification or department may, although no vacancy has been announced, apply to the Human Resources Department for consideration at a future date.

Such applications will be kept on file for a period of twelve (12) months, and may be renewed at that time by the Employee.

### **18.04 NO TRANSFERS WITHOUT MUTUAL AGREEMENT**

No Employee shall be transferred from their classification or facility location outside of

the Capital Regional District for more than seven (7) days without mutual agreement between the Company, the Employee, and the Shop Stewards' Committee.

#### **18.05 TIME REQUIREMENT QUALIFICATIONS**

- (a) Time requirement qualifications as detailed in Schedule "A" shall not prevent the Company from hiring highly skilled and otherwise qualified people when the need arises, once the Company has satisfied the requirements of Article 18.
- (b) It is understood that a time qualification in a lower level is designed to ensure that an Employee is able to move up the pay scale in a reasonable period of time.
- (c) Reasonable discretion shall be used to waive the time requirement when considering accelerated progression for existing Employees who would otherwise qualify for a posting.
- (d) The Chief Shop Steward shall be provided with written documentation outlining which Employee is affected and what the reasons for the change are when the Company utilizes the provisions of this clause.

#### **18.06 GENERAL LABOURERS**

The General Labourer classification shall only apply to new Employees and to positions posted in accordance with Article 18.

#### **18.07 PROMOTION AND TRANSFER TRIAL PERIOD**

- (a) Any Employee who is selected to fill a posted job posting or transfer appointment by the Employer shall be on a trial period for up to forty-five (45) working days to demonstrate that they can satisfy the requirements of the work performance criteria for the job.
- (b) Should the Employee be unable, after normal training, to satisfy the requirements of the work performance criteria in the trial period, or if the Employee cannot demonstrate the necessary basic objective ability to satisfactorily perform the work required, or should the Employee decide during the trial period that they do not want to continue in the job, then the Employee will be returned to their former job, subject to the provisions of the grievance procedure.

In such cases, the Employer shall have the right to require all Employees who changed job positions to move back into their job positions and wage rates which they occupied prior to the posting with no loss of seniority.

- (c) Employees who exercise their rights to return to their former classifications shall

be prevented from applying for future job postings in the job they left for a period of eighteen (18) months.

Employees who are returned to their former classifications by the Employer shall be prevented from applying for future job postings in the job they left for a period of twelve (12) months or another time period upon mutual agreement in writing between the Company and the Union.

## **ARTICLE 19 - CLASSIFICATIONS AND WAGES**

### **19.01 CLASSIFICATIONS DEFINED**

The Job Classifications are as shown in Schedule "A".

### **19.02 WAGE RATES AND LEVELS DEFINED**

The wages for each classification and wage level for each year of the contract are as shown in Schedule "B".

### **19.03 CHARGE HANDS**

- (a) The Company may appoint Charge Hands as required. Charge Hand positions will not be subject to the job posting procedure but, prior to appointments, the Company will post notice of its intention to make an appointment and Employees may express an interest in being considered for them.

A Charge Hand is defined as an Employee who is responsible for the assignment of work, providing work instruction and overseeing the quality and quantity of work performed.

- (b) The Company will pay a two dollars and twenty-five cents (\$2.25) premium per hour to all Employees assigned to a Charge Hand position.
- (c) Once appointed as a Charge Hand, an Employee shall not be removed from this position unreasonably and not until a meeting has been convened with the Charge Hand, a member of Management, and the Chief Shop Steward.

### **19.04 NO REDUCTION IN WAGE RATES**

The application of the terms of this Agreement shall not have the effect of reducing any Employee's wage rate at the time of its execution.

### **19.05 NEW OR MODIFIED DUTIES, CLASSIFICATIONS OR WAGE RATES**

It is agreed that any new job classification, descriptions, progressions, duties and wage rates introduced by the Employer and/or any significant modifications to existing job

classifications, descriptions, progressions, duties and wage rates not specifically set out in this Agreement shall be included in the Agreement by mutual consent of both parties to this Agreement.

If unable to agree, either party may invoke the grievance procedure and refer the issue to arbitration for a binding decision on wage rates, working conditions and other relevant criteria.

This clause is not intended to provide an avenue to submit current and objectively agreed job descriptions, classifications, progressions or duties to a mid-contract review.

#### **19.06 SHIFT PREMIUMS**

The Company will pay a shift premium as set out in Schedule "B" for second and third shifts.

### **ARTICLE 20 - TRAINING**

#### **20.01 TRAINING PROGRAMS**

The Company will pay the full cost plus travel and living expenses for any formal training program that the Company directs an Employee to take.

In addition, the Employee will be paid at his/her regular rates of pay for the time involved.

However, the scheduled hours of work may be adjusted to accommodate the training program, notwithstanding Article 12.02.

The Company will consult with members of the bargaining unit on the availability and suitability of training programs that would benefit both the Company and the Employee.

#### **20.02 PAYMENT FOR MEETINGS**

An Employee who is required to attend a meeting on Company business shall be paid at his/her regular rates of pay for the time involved.

However, the scheduled hours of work may be adjusted to accommodate the meeting, notwithstanding Article 12.02.

#### **20.03 TRAINING BURSARIES**

All indentured apprentices attending training courses required to complete their apprenticeships will, upon successful completion of each course, be paid a training bursary. This is calculated as the difference between their regular wages and the EI

benefits.

The Company will also pay for any reasonable accommodation expenses the apprentice may incur while attending classes out of town.

#### **20.04 TRAINING AND APPRENTICESHIP COMMITTEE**

(a) The parties shall implement a Training and Apprenticeship Committee. The Training and Apprenticeship Committee shall be responsible for the apprentice training programs and to promote and develop training in all aspects.

(b) The Union members on the Committee shall be the Chief Shop Steward and two (2) journeypersons elected or appointed by the Union.

The Employer shall select three (3) persons excluded from the bargaining unit to sit on this Committee. The Union and the Management side of the Committee will have equal voice and vote.

(c) The Training and Apprenticeship Committee shall meet within one (1) month of ratification and shall meet not less than six (6) times each year unless mutually agreed in writing.

At the first meeting of the Committee following ratification and every year thereafter, the Committee members shall agree on a schedule of meetings for the following year.

Notice of these meeting dates and times shall be posted on all Company bulletin boards for the information of the members.

The schedule of meetings shall not be changed unless by mutual agreement in writing.

The Committee shall determine its own written terms of operation and procedures.

(d) Committee members shall be paid at applicable rates for the time spent in Committee meetings or performing duties on behalf of the Committee.

(e) Prior to the implementation of new training plans or programs the comments and concerns of the Union members on the Apprenticeship and Training Committee in the areas of training course needs, selection, content, prerequisites, availability and instruction will be solicited and addressed.

Training programs shall also be reviewed by the Committee no less than annually.

- (f) Disagreements between the Union and Management side of the Committee shall be referred to the grievance procedure; unresolved differences may be forwarded by either party to mediation followed by binding arbitration.

The mediator/arbitrator shall have the authority to make a binding decision in an interest arbitration award on needs, content, selection, prerequisites, availability and instruction for the training plan or program.

#### **20.05 OVERALL TRAINING REQUIREMENTS**

- (a) Based on the operational needs of the Company, the Employer will continue to provide Training Programs that will enable Employees to maintain and upgrade skills in their job classifications and maintain any endorsements they hold.
- (b) Skill training for Employees in their job classifications will be based on organizational needs assessment, Employee skill assessment and operational requirements.

These written criteria will be evaluated and reviewed by the Training and Apprenticeship Committee.

Except for recurrent training and apprenticeships, where a training course or program has been identified by the Training and Apprenticeship Committee as applicable to a classification, cell, department, premium group, facility location within the Capital Regional District, and/or level, seniority will be a key consideration when evaluating candidates for training when possible.

- (c) Company provided off-hour training for Employees to qualify for future job openings may be offered and seniority will be a factor if more than one (1) Employee applies for such training.

The Union will be advised that such training is being offered and the Company and the Union will reach a mutual written agreement on the applicable rate of pay, if any and other costs for such training prior to the training proceeding.

#### **20.06 TRAINING**

- (a) The Employer will provide required training to assist Employees to progress through the levels of their job classifications within the allotted time periods.
- (b) It is the Employee's responsibility to take all tests and exams and to complete applications as necessary to meet and progress through the requirements of their job classifications.



## **ARTICLE 21 - MOBILE REPAIR PARTIES (M.R.P.)**

### **21.01 MOBILE REPAIR PARTIES DEFINED**

Mobile Repair Parties are defined as any work including instruction and training outside the Capital Regional District performed by a bargaining unit member at Viking Air.

### **21.02 HOURS OF WORK ON MOBILE REPAIR PARTIES**

- (a) Employees assigned to a Mobile Repair Party will be paid at their regular rates of pay for the time involved, including overtime for overtime hours worked on an aircraft.

In addition, basic hours of work will be protected, but the scheduled hours of work may be adjusted to accommodate the nature of the assignment, notwithstanding Article 12.02.

- (b) Employees will be paid a minimum of eight (8) hours at straight time per day when on a day off and not working on an aircraft.

### **21.03 TRANSPORTATION AND ACCOMMODATION**

The Company will arrange for payment of transportation and accommodation as per the 2006 Mobile Repair Party Employee policy dated January 9, 2006.

If these expenses are not paid directly by the Company and/or other expenses will be incurred, the Employee will be given a travel advance and must account for the funds advanced, by way of an expense report including receipts, upon his or her return.

### **21.04 PERSONAL VEHICLE USE ON MOBILE REPAIR PARTIES**

- (a) An Employee required to use their own car for transportation on a Mobile Repair Party will be reimbursed in line with the applicable provisions of the federal *Income Tax Act*, however this amount shall be no less than forty-eight cents (\$0.48) per kilometre.

Employees will only use their only vehicle provided that their vehicle insurance is sufficient to cover such usage.

- (b) Employees who perform work off site but within the Capital Regional District will be reimbursed in line with the applicable provisions of the federal *Income Tax Act*, however this amount shall be no less than forty-eight cents (\$0.48) per kilometre if they are required to use their own vehicles.

Employees will only use their only vehicle provided that their vehicle insurance is sufficient to cover such usage.

## **21.05 SELECTION FOR MOBILE REPAIR PARTIES**

When selecting an Employee for a Mobile Repair Party, the following criteria shall govern in making the selection:

- (a) Qualifications required;
- (b) Availability of the Employee;
- (c) Time since previous M.R.P.
- (d) Seniority;
- (e) Right of selection of Technician by client; and
- (f) Right of refusal by Technician.

N.B. If there are no volunteers per the above criteria, then the junior qualified technician will be required to take the assignment.

Notwithstanding the above, Employees forced to accept a Mobile Repair Party assignment may exercise their right to refuse unsafe work as per the *Canada Labour Code* and/or if the insurance coverage set out by the Company will be nullified in the event of war, insurrections, etc.

## **21.06 MOBILE REPAIR PARTY PREMIUMS**

- (a) Employees working on a Mobile Repair Party will be paid a premium of three dollars (\$3.00) per hour worked excluding travel time as set out in the 2006 Mobile Repair Party Employee policy dated January 9, 2006.
- (b) In addition to the per diem, the Employer will attempt to negotiate an inconvenience allowance with the Union and the Employee(s) selected for each Mobile Repair Party.

## **21.07 MEDICAL AND PHARMACEUTICAL COSTS COVERED**

All medical and pharmaceutical costs incurred by an Employee while on a Mobile Repair Party that are not covered by the Employers' insurance shall be covered in full by the Employer.

Employees shall ensure that they bring sufficient prescribed medication with them when going on Mobile Repair Parties.

## **21.08 MOBILE REPAIR PARTY POLICY**

All other policies and procedures relating to a Mobile Repair Party shall be as set out in the 2006 Mobile Repair Party Employee policy dated January 9, 2006 however these

provisions shall not be less than the provisions set out in the Collective Agreement and shall not be changed without mutual consent.

## **ARTICLE 22 - GENERAL**

### **22.01 PARKING SPACES**

The Company shall provide a parking space for each Employee's car for each work shift.

### **22.02 UNION / MANAGEMENT MEETINGS**

#### **(a) Union / Management Monthly Meetings**

Monthly, two (2) members of the Shop Stewards' Committee (one from each building) and the Company Representative shall meet to discuss and resolve local issues between the Company and the bargaining unit. An agenda shall be provided by each party at least one (1) week prior to the meeting. All reasonable lost time shall be paid by the Company at the applicable rate.

#### **(b) Union / Management Consultation Meetings**

(i) Viking Air and Unifor recognize the benefits of establishing a mechanism for on-going discussion respecting a variety of issues which may be of interest to both and the benefits that these discussions may have on building a stronger relationship between the Parties.

(ii) This process will allow the Parties an opportunity to enhance dialogue and review matters pertaining to the business. Generally there shall be no limitation to the issues to be discussed.

However, it is recognized that these discussions will focus on operational initiatives including matters pertaining to the use of contractors and sub-contractor service, and the performance of bargaining unit work. Employee benefit administration issues will also be reviewed.

(iii) Three (3) meetings will be scheduled each year to be held in April, August, and December.

The participants in these sessions will include three (3) Employer representatives and three (3) Union Representatives.

(iv) In order to keep focussed on the purpose of these sessions, the Parties will exchange a list of agenda items to be discussed fourteen (14) days in advance of the scheduled meeting.

All reasonable lost time shall be paid by the Company at the applicable rate.

## **ARTICLE 23 - ADJUSTMENT PLAN & SEVERANCE PAY**

### **23.01 ADJUSTMENT PLAN**

Where the Company introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of Employees notice shall be given to the Union and Section 54 of the *Labour Relations Code* shall apply.

### **23.02 GENERAL SEVERANCE PAY**

The Employer will provide two (2) full weeks' of severance pay for each year of service to Employees who become redundant up to a maximum of twelve (12) weeks.

The Employer will train wherever practicable such Employees for other positions covered by this Agreement in line with their seniority. An Employee who takes severance pay will lose their seniority.

### **23.03 GROUP TERMINATIONS**

The Company shall abide by the provisions in the British Columbia *Employment Standards Act* related to group terminations, as amended from time to time.

## **ARTICLE 24 - DURATION**

### **24.01 TERM OF AGREEMENT**

This Agreement shall be made effective from June 1, 2017 until May 31, 2022 and thereafter year to year subject to written notice by either party in accordance with the provincial statutes to commence collective bargaining.

This Agreement will remain in full force and effect during the period when negotiations are being conducted until the parties enter into a renewal agreement unless the Union commences a legal strike or the Employer commences a legal lockout.

### **24.02 SECTION 50(2) AND 50(3) EXCLUDED**

The provisions of Section 50 (2) and (3) of the *Labour Relations Code* are specifically excluded.

### **24.03 EXTENT**

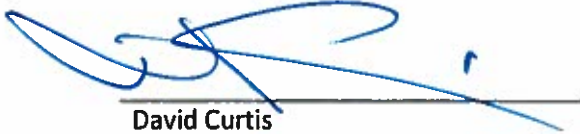
Should any part hereof or any provisions contained be rendered or declared invalid by

reason of existing or subsequently enacted legislation, or by any decree of court of competent jurisdiction, invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

**SIGNATURES**

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed by their authorized representatives on this 10<sup>th</sup> day of July, 2018.

For the Employer:  
Viking Air Ltd.



David Curtis  
President & CEO



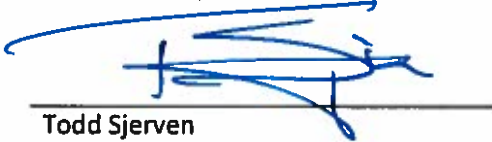
Peter Winters  
Vice President & CFO



Mike Hall  
Executive Vice President Operations



Robm Ambrose  
Director, People & Wellness



Todd Sjerven  
Plant Manager

For the Union:  
Unifor Local 114



Dave Ingram  
Unit Chairperson



Kelly Norminton  
Vice Unit Chairperson



Keith Cooper  
Shop Steward



Jeannie Blaney  
Local Representative



Jim Dixon  
National Representative

**SCHEDULE A - JOB DESCRIPTIONS**

**RE: AUTOMATIC PROGRESSIONS**

All Employees who have completed the experience requirements set out in the job descriptions to move from one level to the next shall receive the applicable increases and move up a level automatically unless the Employee has received an unsatisfactory evaluation prior to reaching the experience requirements.

Any evaluations performed after the Employee has reached the experience requirements shall not be used to prohibit the automatic progression or wage increase.

Any adjustments to wages shall be effective to the exact date between experience requirements (e.g. January 1, 2008 – Level 2, one (1) years' experience means that wage increase automatically effective on January 1, 2009) unless the Employee has been held back due to an unsatisfactory evaluation.

## **AVIATION MACHINIST**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Machine aircraft parts and/or tooling and other parts from routine and exotic materials utilizing both conventional and CNC equipment;
2. Able to program CNC equipment;
3. Capable of meeting all DOT, Viking Air and customer quality requirements;
4. Able to assist in training, directing and supervising Junior Employees;
5. Able to work efficiently, safely and with minimum supervision;
6. Able to estimate and plan projects on time and on budget;
7. Able to carry out In-process inspections;
8. Maintaining a clean work area, and alerting their Supervisor of any safety concerns;
9. Be responsible to their assigned Charge Hand;
10. Any other duties assigned

### **Qualifications**

- |    |            |   |  |
|----|------------|---|--|
| 1. | Level 1    | - | Able to carry out items 1 through 10   |
|    |            | - | All prior lower level requirements   |
| 2. | Level 2    | - | Able to carry out items 1, 3 through 10  |
|    |            | - | Able to trouble shoot and problem solve  |
|    |            | - | All prior lower level requirements   |
| 3. | Level 3 -  | - | Able to carry out items 1, 3, 5, 6, 8 through 10   |
|    |            | - | Possess an Inter-Provincial Machinist Trades Qualification or similar trade equivalency from another recognized national, state, or provincial body. |
| 4. | Apprentice | - | enrolled in ITA or its replacement Machinist Apprenticeship  |

5. CNC Machine Operator - Able to setup and run CNC Machining equipment in order to maximize production runs while maintaining equipment within acceptable operating parameters.
- Able to carry out items 3, 5, 7, through 10.

### **Progression**

1. Progression from Level 3 to Level 2 shall be based on the ability to carry out Level 2 requirements, a satisfactory recent evaluation from the Department Manager or designate, and one (1) years' experience at Level 3.
2. Progression from Level 2 to Level 1 shall be based on the ability to carry out Level 1 requirements, a satisfactory recent evaluation from the Department Manager or designate, and one (1) years' experience at Level 2.
3. Progression for Apprentices shall follow the ITA or its replacement Apprenticeship Program.
4. Progression for CNC Machine Operators starts at Machinist Level A8 and ends at Level A2. Progression through each level is automatic based on the language related to automatic progressions after six (6) months experience at each level.
5. Progression through all Levels shall be automatic based upon the language related to automatic progressions.

### **Note Relating to CNC Machine Operators**

Any Employee working as a CNC Machine Operator will be considered and interviewed for any new apprentice position based upon internal posting provisions and prior to any new external applicant being hired.

A CNC Machine Operator must be scheduled to work at the same time as a Machinist. No Machinist shall lose an opportunity to work maximum straight time hours or be laid off as a result of any CNC Machine Operator working. Should there be a layoff planned of Machinists, all CNC Machine Operators must be laid off first.



## **AIRCRAFT MECHANIC - AVIONICS AND ELECTRONICS - AME (E)**

### **Job Description**

#### **All Aircraft Mechanics-Avionics and Electronics shall:**

1. Following the policies and procedures laid out in the Company's Transport Canada Approved Maintenance Policy Manual to ensure the Company is in full compliance with the current Canadian Aviation Regulations;
2. Be responsible to their assigned Charge Hand;
3. Dismantle, inspect, record discrepancies, recommend and record methods of repair;
4. Repair, fabricate parts and components;
5. Install, rig and carry out all other mechanical and structural functions as they relate to avionics and electrical systems and test in accordance with manufacturer's specifications;
6. Ensure that all applicable standards of airworthiness are met;
7. Maintain a clean work area, and alert the Supervisor of any safety concerns;
8. Responsible for ensuring both accuracy and traceability of parts removed or installed on Aircraft;
9. For those AME's possessing certifying authority, perform and/or certify work performed within the scope of this Aircraft Maintenance Organization;
10. Perform any other work assigned.

#### **Aircraft Mechanic Levels 1 through 3 shall:**

1. Shall hold a current AME "E" Transport Canada licence;
2. Be responsible for signing release of any and all work performed;
3. Supervise any assigned Learners and be able to inspect and certify their work;
4. Be able to successfully plan and estimate a repair project;
5. Possess knowledge expected of an Aircraft Avionics and Electronics Technician on aircraft types handled by the Company.

**Aircraft Mechanic Learner Levels 1 through 8 shall:**

1. Shall carry out some or all of the duties of an Aircraft Mechanic-Avionics and Electronics, but under the direct supervision of an Aircraft Mechanic.

**Progression**

1. Progression from Level 3 to Level 2 shall be automatic provided the Employee has the following:
  - One (1) years' experience at a Level 3;
  - Some experience on types of aircraft handled by the Company;
  - Able to work safely and efficiently with limited supervision;
  - Progression shall be automatic based upon the language related to automatic progressions.
2. Progression from Level 2 to Level 1 will be automatic and attained by Employees who have demonstrated the following:
  - One (1) years' experience at a Level 2;
  - Extensive experience on all types of aircraft handled by the Company;
  - Able to work safely and efficiently with a minimum of supervision;
  - Able to take full responsibility for a job from planning and estimation to completion on a timely basis;
  - Progression shall be automatic based upon the language related to automatic progressions.

**Aircraft Mechanic Learner Levels 1 through 8:**

1. Progression from Learner Level 8 through to Learner Level 5 will be automatic based on six (6) months experience at each level based upon the language related to automatic progressions.
2. Progression from Learner Level 5 through to Learner Level 1 will be automatic based on six (6) months experience at each level, along with successful completion at each level of one (1) of the four (4) technical exams required to be written by Transport Canada for the AME "E" designation and based upon the language related to automatic progressions.
3. Graduates from Transport Canada Approved Training Organizations (ATO) will be credited with time experience as per Transport Canada standards.

## **AIRCRAFT MECHANIC – AME (M)**

### **Job Description**

#### **All Aircraft Mechanics shall:**

1. Follow the policies and procedures laid out in the Company's Transport Canada Approved Maintenance Policy Manual to ensure the Company is in full compliance with the current Canadian Aviation Regulations;
2. Be responsible to their assigned Charge Hand;
3. Dismantle, inspect, record discrepancies, recommend and record methods of repair;
4. Repair, fabricate parts and components;
5. Install, rig and carry out all other mechanical and structural functions and test in accordance with manufacturer's specifications;
6. Ensure that all applicable standards of airworthiness are met;
7. Maintain a clean work area, and alert the Supervisor of any safety concerns;
8. Responsible for ensuring both accuracy and trace ability of parts removed or installed on Aircraft;
9. For those AME's possessing certifying authority, perform and/or certify work performed within the scope of this Aircraft Maintenance Organization;
10. Perform any other work assigned.

#### **Aircraft Mechanic Levels 1 through 3 shall:**

1. Shall hold a current AME M1 or M2 Transport Canada licence;
2. Be responsible for signing release of any and all work performed;
3. Supervise any assigned Learners and be able to inspect and certify their work;
4. Be able to successfully plan and estimate a repair project;
5. Possess knowledge expected of an Aircraft Mechanic on aircraft types handled by the Company.

**Aircraft Mechanic Learner Levels 1 through 8 shall:**

Shall carry out some or all of the duties of an Aircraft Mechanic, but under the direct supervision of an Aircraft Mechanic.

**Progression**

**Aircraft Mechanic Levels 1 through 3:**

1. Progression from Level 3 to Level 2 shall be automatic provided the Employee has the following:
  - One year's experience at a Level 3;
  - Some experience on types of aircraft handled by the Company;
  - Able to work safely and efficiently with limited supervision;
  - Progression shall be automatic based upon the language related to automatic progressions.
  
2. Progression from Level 2 to Level 1 will be automatic and attained by Employees who have demonstrated the following:
  - One (1) years' experience at a Level 2;
  - Extensive experience on all types of aircraft handled by the Company;
  - Able to work safely and efficiently with a minimum of supervision;
  - Able to take full responsibility for a job from planning and estimation to completion on a timely basis;
  - Progression shall be automatic based upon the language related to automatic progressions.

**Aircraft Mechanic Levels 1 through 8:**

1. Progression from Learner Level 8 through to Learner Level 5 will be automatic based on six (6) months experience at each level and based upon the language related to automatic progressions.
  
2. Progression from Learner Level 5 through to Learner Level 1 will be automatic based on six (6) months experience at each level, along with successful completion at each level of two (2) of the nine (9) technical exams required to be written by Transport Canada for the AME M1 designation and shall be based upon the language related to automatic progressions.
  
3. Graduates from Transport Canada Approved Training Organizations (ATO) will be credited with time experience as per Transport Canada standards.

## **AIRCRAFT PLATER / HEAT TREATER**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Capable of meeting all DOT, Viking Air and customer quality requirements;
2. Perform all heat treat operations on carbon steels, stainless steels and aluminum alloys in accordance with customer specifications;
3. Able to safely store and maintain consumable materials;
4. Comprehensive knowledge of process specifications and ensure Company adherence;
5. Able to assist in training, directing and supervising Junior Employees;
6. Perform instrument and equipment and solution checks as required to meet all customer quality standards;
7. Cadmium plate to customer specifications;
8. Anodize in accordance with customer specifications;
9. Passivate in accordance with customer specifications;
10. Apply Chemical Conversion Coatings in accordance with customer specifications;
11. Clean and prepare parts for welding operations;
12. Chemically clean and prepare for painting various parts and materials;
13. Able to work safely and efficiently with a minimum of supervision;
14. Maintaining a clean work area, and alerting their Supervisor of any safety concerns;
15. Be responsible to their assigned Charge Hand;
16. Any other duties assigned.

### **Qualifications**

1. Level 1 - Able to carry out items 1 through 16 for both Heat Treatment and Plating  
- All prior lower level requirements
2. Level 2 - Able to carry out all items, as they relate to either Heat Treatment or Plating

- Able to trouble shoot and problem solve
  - All prior lower level requirements
3. Level 3
- Able to carry out all items, as they relate to either Heat Treatment or Plating
  - Successful completion of Kushner Electroplating Know How II course and (3) years Viking Plating experience or equivalent,
  - or, three (3) years Viking Heat Treating experience or equivalent
4. Learner 4 through 1
- Trainee
  - Enrolled in "Kushner Electroplating Know How II" (or equivalent)
5. Learner 8 through 5
- Trainee

### **Progression**

1. Progression from Learner Level 8 to Learner Level 5, shall be automatic every six (6) months based on the language related to automatic progressions.
2. Progression from Learner Level 4 to Learner Level 1 shall be automatic every six (6) months, provided the individual is enrolled in the "Kushner Electroplating Know How II" course and completes at least two (2) of the nine (9) required modules at each level, and the language related to automatic progressions.
3. Progression from Learner Level 1 to Level 3 shall be automatic based on the ability to carry out Level 3 requirements, successful completion of the "Kushner Electroplating Know How II" course and the language related to automatic progressions.
4. Progression from Level 3 to Level 2 shall be automatic based on the ability to carry out Level 2 requirements and the language related to automatic progressions.
5. Progression from Level 2 to Level 1 shall be automatic based on the ability to carry out Level 1 requirements, the language related to automatic progressions, and one (1) years' experience at Level 2.

## **AIRCRAFT WELDER**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Weld and fabricate parts in accordance with MIL-W-1595, and Customer Specifications such as PPS 37.03 and PPS 37.04;
2. Silver Braze to Customer Specifications such as PPS 37.07;
3. Create fixtures for assemblies;
4. Plan all weld operations, in process inspections and any other operations requiring welding operations on time and on budget;
5. Able to assist in training, directing and supervising Junior Employees;
6. Able to work safety and efficiently with a minimum of supervision;
7. Meet all quality standards and procedures;
8. Maintaining a clean work area, and alerting their Supervisor of any safety concerns;
9. Be responsible to their assigned Charge Hand;
10. Any other duties assigned

### **Qualifications**

- |            |   |   |
|------------|---|---|
| Level 1    | - | Able to carry out items 1 through 10  |
|            | - | Consistently satisfies Class A weld requirements  |
|            | - | All prior lower level requirements  |
| Level 2    | - | Able to carry out items 1 through 10  |
|            | - | Able to troubleshoot and problem solve  |
|            | - | All prior lower level requirements  |
| Level 3    | - | Able to carry out items 1, 2, 4, 6, 7, 8, 9 and 10  |
| Apprentice | - | Enrolled in ITAC registered apprenticeship or other provincial recognized apprenticeship program. |

## **Progression**

1. Progression from Level 3 to Level 2 shall be automatic based on the ability to carry out Level 2 requirements, based upon the language related to automatic progressions, and one (1) years' experience at Level 3.
2. Progression from Level 2 to Level 1 shall be automatic based on the ability to carry out Level 1 requirements, based upon the language related to automatic progressions, and one (1) years' experience at Level 2.
3. Progression for Apprentices shall follow ITAC or its equivalent apprenticeship program.
4. Progression from Learner Level 8 through to a Learner Level 5 will be automatic based on six (6) months experience at each level, based upon the language related to automatic progression, and having completed a Level (C) Apprenticeship course through a provincially recognized institution.
5. Progression from Learner Level 5 through to Learner Level 1 will be automatic based on six (6) months experience at each level, based on the language related to automatic progressions, and successful completion of the Welder Level (B) training course through a provincially recognized institution.
6. Graduates from provincially approved training institutions will be credited with time experience as per provincial regulations.



## **INSPECTOR**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Perform in-process and final inspection of structural assemblies.
2. Audit Company systems as they relate to quality assurance.
3. Able to assist in training, directing and supervising junior Employees.
4. Perform calibration of measuring and processing equipment.
5. Perform inspection duties to ensure all products, processes and services comply with applicable airworthiness, Company or customer quality requirements.
6. Provide assistance in quality review of Engineering Masters.
7. Knowledge of process specifications and materials.
8. Ability to read and interpret blueprints, perform measurement/testing of products, tools and processes and record results.
9. Perform in-process and final inspection of detail parts and minor assemblies.
10. Prepare all paper records and certificates.
11. Able to work safely and efficiently with a minimum supervision.
12. Maintain a clean work area, and alerting their Supervisor of any safety concerns.
13. Any other work assigned.

### **Qualifications**

- |    |         |   |  |
|----|---------|---|--|
| 1. | Level 1 | - | Able to carry out items 1 through 13           |
|    |         | - | All prior lower level requirements             |
| 2. | Level 2 | - | Able to carry out items 3 through 13 inclusive |
|    |         | - | Able to trouble shoot and problem solve        |
|    |         | - | All prior lower level requirements             |
| 3. | Level 3 | - | able to carry out items 8 through 13 inclusive |
|    |         | - | All prior lower level requirements             |

- 4. Level 4
  - Training
  - Relevant manufacturing and quality experience combined with education in areas of either quality, manufacturing or engineering.

**Progression**

1. Progression from Level 4 to Level 3 shall be automatic provided the Employee has completed the six months and shall be based upon the language related to automatic progressions.
2. Progression from Level 3 to Level 2 shall be automatic based on the ability to carry out Level 2 requirements and shall be based upon the language related to automatic progressions.
3. Progression from Level 2 to Level 1 shall be automatic based on the ability to carry out Level 1 requirements and shall be based upon the language related to automatic progressions.

## **MAINTENANCE MECHANIC**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Able to maintain all Company equipment and buildings.
2. Able to manage recycle materials and liquid waste.
3. Contact and direct outside contractors where necessary.
4. Able to plan and implement a preventative Maintenance Program or the Company.
5. Able to assist in directing, training and supervising junior Employees.
6. Able to work safely, efficiently and with limited supervision.
7. Operate forklift, vehicles and possess a valid A.V.O.P.S.
8. Able to perform any carpentry work as required.
9. Janitorial work as required.
10. Shop clean up.
11. Maintaining a clean work area, and alerting their Supervisor of any safety concerns.
12. Be responsible to their assigned Charge Hand.
13. Any other duties assigned.

### **Qualifications**

1. Level 1
  - Able to carry out all items
  - Possession of Inter-Provincial Millwright Trade Qualifications or equivalent
  - Any Employee hired directly into this Level shall be paid at the Level 2 rate for the first year of their employment.
2. Level 2
  - Able to carry out items 1, 2, 3, 5 through 13
3. Level 3
  - Able to carry out items 1, 2, 3, 5 through 13

## **Progression**

1. Progression from Learner Level 8 through to Learner Level 1 will be automatic based on six (6) months experience at each level and based upon the language related to automatic progressions.
2. Progression from Level 3 to Level 2 shall be automatic based on the ability to carry out Level 2 requirements, a satisfactory recent evaluation from the Department Manager or designate, and one (1) years' experience at Level 3.
3. Progression from Level 2 to Level 1 shall be automatic based on the possession and ability to carry out Level 1 requirements, a satisfactory recent evaluation from the Department Manager or designate, and one (1) years' experience at Level 2.

## **PAINTER**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Capable of meeting all DOT, Viking Air and customer quality requirements;
2. Monitor stock of commonly used items to ensure adequate stocking levels;
3. Able to assist in the training, direction and supervision of junior Employees;
4. Able to work quickly, safely and with minimum supervision and fully aware of all Health and Safety hazards;
5. Able to estimate and plan work on time and on budget;
6. Able to perform paint stripping, corrosion removal, cleaning and preparation for any coatings;
7. Able to prime and topcoat in accordance with Manufacturer's specifications and customer requirements;
8. Able to prime and topcoat large surfaces;
9. Able to prime large surfaces and topcoat small surfaces;
10. Maintaining a clean work area, and alerting their Supervisor of any safety concerns;
11. Be responsible to their assigned Charge Hand;
12. Any other duties assigned.

### **Qualifications**

1. Level 1
  - Able to carry out all items
  - All prior lower level requirements
2. Level 2
  - Able to carry out items 1 through 7, 9 through 12
  - Able to troubleshoot and problem solve
  - All prior lower level requirements
3. Level 3
  - Able to carry out items 1, 3 through 7, 9 through 12

- Completion of an Inter-Provincial Aircraft Painter Trade Qualification or equivalent including CAMC - Aircraft Painter;
  - or similar trade equivalency from another recognized national, state, or provincial body
4. Apprentice - Enrolled in ITA or its replacement Aircraft Painter Apprenticeship including CAMC - Aircraft Painter

#### **Progression**

1. Progression from Level 3 to Level 2 shall be automatic based on the ability to carry out Level 2 requirements, the language related to automatic progressions, and one (1) years' experience at Level 3.
2. Progression from Level 2 to Level 1 shall be automatic based on the ability to carry out Level 1 requirements, the language related to automatic progressions, and one (1) years' experience at Level 2.
3. Progression for Apprentices shall follow the ITA or its replacement Apprenticeship Program including CAMC - Aircraft Painter.

## **MANUFACTURING SHEETMETAL MECHANIC / ASSEMBLER / PRODUCTION WORKER**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Capable of meeting all DOT, Viking Air and customer quality requirements;
2. Able to assist in training, directing and supervising of junior Employees;
3. Able to work safely and efficiently with a minimum supervision;
4. Able to estimate and plan work on time and on budget;
5. Repair, assemble and fabricate parts and components from drawings, Engineering Masters, process sheets and repair manuals;
6. A knowledge of all phases of manufacturing or repair, including but not limited to cutting, shearing, pin-routing, CNC routing, CNC programming, deburring, forming, hydro-forming, hand working, heat treating, plating, welding, spot-welding, tooling or jig manufacture, touch up painting.
7. Maintaining a clean work area, and alerting their Supervisor of any safety concerns;
8. Be responsible to their assigned Charge Hand;
9. Any other duties assigned.

### **Qualifications**

1. Level 1
  - Able to carry out items 1 through 9
  - All prior lower level requirements
  - Restricted to AME (S) or unrestricted or restricted CAMC or ITAC Structural Technician
2. Level 2
  - Able to carry out items 1 through 9
  - Able to troubleshoot and problem solve
  - All prior lower level requirements
3. Level 3
  - Able to carry out items 1 through 3, 5 through 9
  - All prior lower level requirements
  - Completion of a Transport Canada License AME (S) or ITAC or a restricted CAMC or an unrestricted CAMC.

4. Apprentice - enrolled in ITAC or CAMC or registered with Transport Canada as an AME (S).
  
5. Sheetmetal CNC Programmer
  - Able to program all Sheetmetal CNC equipment (i.e. routers, turret punch, waterjet, etc.) to manufacture aircraft parts, tools, and other parts from routine and exotic materials.
  - Capable of meeting all DOT/MOT, Viking Air and customer quality requirements;
  - Able to work safely and efficiently with a minimum of supervision;
  - Maintaining a clean work area and alerting their Supervisor of any safety concerns;
  - Be responsible to their assigned Charge Hand;
  - Able to assist in training junior Sheetmetal CNC Programmers;

#### **Progressions**

1. Progression from Level 3 to Level 2 shall be automatic based on the ability to carry out Level 2 requirements, based upon the language related to automatic progressions, and one (1) years' experience at Level 3.
  
2. Progression from Level 2 to Level 1 shall be based on the ability to carry out Level 2 requirements, based upon the language related to automatic progressions, and one (1) years' experience at Level 2.

#### **Progression from Learner Levels 1 through 8**

1. Progression from Learner Level 8 through to Learner Level 5 will be automatic based on six (6) months experience at each level and based upon the language related to automatic progressions.
  
2. Progression from Learner Level 5 through to Learner Level 1 will be automatic based on six (6) months experience at each level, along with successful completion at each level of one (1) of the four (4) technical exams required to be written by Transport Canada for the AME "S" designation, CAMC or ITAC depending upon the program the Employee is following. In addition, progressions shall be based upon the language related to automatic progressions
  
3. Graduates from Transport Canada Approved Training Organizations (ATO) or ITAC programs will be credited with time experience as per Transport Canada standards or province of British Columbia apprenticeship guidelines.



### **Progression for Sheetmetal CNC Programmer**

1. Progression for the Sheetmetal CNC Programmer starts at the equivalent rate for Sheetmetal Mechanic Level L6 and ends at the equivalent rate for Sheetmetal Mechanic Level 3. Progression is automatic based on the language on automatic progressions and six (6) months of experience at each Level.

### **Note Relating to Sheetmetal CNC Programmer**

Any Employee working as a Sheetmetal CNC Programmer will be considered and interviewed for any new apprentice position based upon internal posting provisions and prior to any new external applicant being hired. No more senior Sheetmetal Mechanic will be laid off or lose an opportunity to work maximum straight time hours while a junior CNC Sheetmetal Programmer continues to work. The Sheetmetal Mechanic scheduled for lay off in this circumstance may choose to bump and retain their current wage rate rather than take a lay off.

## **MRO / AMO / R&O SHEETMETAL MECHANIC**

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Capable of meeting all DOT/MOT, Viking Air and customer quality requirements;
2. Able to assist in training, directing and supervising of junior Employees;
3. Able to work safely and efficiently with a minimum supervision;
4. Able to estimate and plan work on time and on budget;
5. Repair, assemble and fabricate parts and components from drawings, Engineering Masters, process sheets and repair manuals;
6. A knowledge of all phases of manufacturing or repair, including but not limited to cutting, shearing, pin-routing, CNC routing, CNC programming, deburring, forming, hydro-forming, hand working, heat treating, plating, welding, spot-welding, tooling or jig manufacture, painting (limited to as required basis for Repair and Overhaul division), repair or setup and testing;
7. Maintaining a clean work area, and alerting their Supervisor and/or Director of Maintenance of any safety concerns;
8. Be responsible to their assigned Charge Hand;
9. Dismantle, inspect, record discrepancies, recommend and record method of repair, repair, assemble, install, carry out all other structural functions and fabricate parts and components from drawings or repair manuals;
10. Follow the policies and procedures laid out in the Company's Transport Canada Approved Maintenance Policy Manual to ensure the Company is in full compliance with the current Canadian Aviation Regulations;
11. To be responsible for ensuring both accuracy and traceability of parts to be installed or removed from an Aircraft.
12. Ensure all standards of airworthiness are met.
13. For those AME's possessing certifying authority, perform and/or certify work performed within the scope of this Aircraft Maintenance Organization (AMO);
14. Supervise any assigned Learners or Apprentices and be able to inspect and certify their work.
15. Any other duties assigned.

## Qualifications

1. **Level 1**
  - Able to carry out items 1 through 15
  - All prior lower level requirements
2. **Level 2**
  - Able to carry out items 1 through 15
  - Able to troubleshoot and problem solve
  - All prior lower level requirements
3. **Level 3**
  - Able to carry out items 1 through 3, 5 through 15
  - All prior lower level requirements
  - Completion of an AME (S) and received a Transport Canada License or an unrestricted CAMC, or ITAC
4. **Apprentice**
  - enrolled or completed a Transport Canada authorized course or enrolled or completed an unrestricted CAMC program, or ITAC.

## Progressions

1. Progression from Level 3 to Level 2 shall be automatic based on the ability to carry out Level 2 requirements, based upon the language related to automatic progressions, and 1 years' experience at Level 3.
2. Progression from Level 2 to Level 1 shall be based on the ability to carry out Level 2 requirements, based upon the language related to automatic progressions, and 1 years' experience at Level 2.

## Progression from Learner Levels 1 through 8

1. Progression from Learner Level 8 through to Learner Level 5 will be automatic based on six months experience at each level and based upon the language related to automatic progressions.
2. Progression from Learner Level 5 through to Learner Level 1 will be automatic based on six months experience at each level, along with successful completion at each level of one (1) of the four (4) technical exams required to be written by Transport Canada for the AME (S) designation or equivalent progression in the unrestricted CAMC program.

In addition, progressions shall be based upon the language related to automatic progressions.

3. Graduates from Transport Canada Approved Training Organizations (ATO) will be credited with time experience as per Transport Canada standards.

## **STORESPERSON / MATERIAL PLANNER**

### **Job Description**

A Stores Person shall be responsible for some or all of the items below:

1. Capable of meeting all DOT, Viking Air and customer quality requirements as related to Stores Keeping, Shipping and Receiving;
2. Receipt of incoming parts from Vendors, subcontractors, and In House Manufacturing. This process includes preliminary inspections for damage, verification of quantity, and processing of appropriate paperwork, barcodes, or receiving documents for Quality Control and part marking;
3. Ensure proper storage, appropriate protective packaging and allocation for all parts being received into inventory;
4. Receipt of raw materials into inventory from Vendors, including preliminary inspection for damage, verification of quantity and material type, processing of appropriate paperwork, and submitting test samples for in-house materials testing with Quality Control;
5. Ship and prepare Customer orders, including ensuring proper protective packaging and supporting documents for shipments are enclosed;
6. Preparation of raw materials for subcontract work being performed outside of the Company, including appropriate shipping containers, dispatching of service orders, and maintaining accurate records;
7. Issue of material to Manufacturing and Repair & Overhaul for work in process, which may include raw materials, finished goods or purchased parts. All Stores Persons are responsible for ensuring that trace ability is maintained at all times, and keeping accurate records of same;
8. Operations of both manual and powered lift trucks and other warehouse equipment such as the Power Sheer and assorted power tools in a safe manner;
9. Certified to operate a forklift and possess a valid A.V.O.P.S.;
10. Demonstrated ability for working safely, accurately and efficiently and with a minimum of direct supervision;
11. Computer literate, able to fully understand, troubleshoot and train Junior Stores Persons on all Stores related functions in Visual;
12. Dangerous Goods Certification for Land and Air Transport required;
13. Able to assist in the training and provide guidance to Junior Stores Persons;
14. Responsible for ensuring both the accuracy and trace ability of the inventory;

15. Maintaining a clean work area, and alerting Supervisor of any safety concerns;
16. Be responsible to their assigned Charge Hand;
17. Any other work as assigned.

### **Material Planner Job Description**

A Material Planner shall be responsible for planning, scheduling, and coordinating various activities involving the supply of materials and tooling needs and the procurement of goods and services in support of the Manufacturing Cell. A Material Planner shall be responsible for some or all of the items below:

18. Reviews the MRP to determine demand for material, tooling and subcontract requirements for the Cell to meet daily production and service requirements.
19. Assist in generating purchase orders to supply components, raw materials, supplies and services required by the Cell.
20. Liaisons with Production Management and other Cells to ensure materials, components and supplies are available to meet scheduled production.
21. Expedites rush purchase orders, revising schedules to offset delays caused by procurement problems.

### **Qualifications**

1. Level 1
  - Able to carry out all items
  - Proven extensive experience in all areas of Stores
2. Level 2
  - Able to carry out items 1 through 11, 15 through 17
  - Experience in at least 3 areas of Stores (Shipping, Receiving, Tooling, Raw Materials, Aero Center Warehouse operations)
3. Level 3
  - Able to carry out items 1, 15, 16, 17
  - Working on mastering items 2 through 11 and 14
  - Gaining experience in other areas of Stores
4. Level 4
  - Trainee

## **Progression**

1. Progression from Level 4 to Level 3 shall be automatic based on the ability to carry out Level 3 requirements, completed the six month probationary period and shall be based upon the language relating to automatic progressions.
2. Progression from Level 3 to Level 2 will be automatic based on the ability to carry out Level 2 requirements and shall be based upon the language relating to automatic progressions, and one (1) year experience at Viking Air in Level 3.
3. Progression from Level 2 to Level 1 will be automatic based on the ability to carry out Level 1 requirements and shall be based upon the language relating to automatic progressions, and 1 year experience at Viking Air in Level 2.
4. Storesperson who have successfully completed the requisite training, have worked In a Manufacturing Cell for a minimum of six (6) months and have received a satisfactory performance evaluation from the Department Manager shall be recognized as a Material Planner. Material Planner positions are open to Storespersons at any qualification level.

## **GENERAL PRODUCTION SUPPORT**

At no time shall the number of General Production Support Employees exceed twelve percent (12%) of the total bargaining unit membership numbers.

### **Job Description**

A demonstrated ability/proficiency and knowledge of the following:

1. Assist Maintenance Mechanics where required;
2. While assigned to Manufacturing; deburring, part marking, part cleaning, shearing, sawing and cutting of materials;
3. While assigned to R & O, paint stripping, parts cleaning, shearing, aircraft cleaning;
4. Assist stores personnel by performing driver and delivery functions;
5. Able to set up and safely operate shop equipment necessary for performance of their duties;
6. Able to work safely, efficiently and with limited supervision;
7. Operate forklift with valid A.V.O.P. and other vehicles with appropriate licences;
8. Able to perform any carpentry work, as required in the performance of their duties;
9. Janitorial work as required;
10. Shop clean up;
11. Maintaining a clean work area, and alerting their Supervisor of any safety concerns;
12. Be responsible to their assigned Charge Hand;
13. Any other duties assigned.

### **Progression**

Progression from Level 4 to Level 1 shall be automatic after six (6) months of experience at each level and based on the language related to automatic progressions.

## **SCHEDULE B – WAGES**

### **RE: TRADE QUALIFICATION ADJUSTMENTS**

#### **TQ**

Employees with the following Trade Qualifications at Levels 1, 2, or 3, will have their wage rate adjusted upward by one dollar (\$1.00) per hour as long as they continue to hold the applicable trade qualification as set out below.

#### **Machinist**

Canadian provincial, inter-provincial Machinist ticket or equivalent ticket from another country as approved by the Training and Apprenticeship Committee based upon verifiable documentation.

#### **Welder**

Canadian provincial Welder Level (B) certificate, ITAC or inter-provincial (B) welder equivalent, or equivalent ticket from another country as approved by the Training and Apprenticeship Committee based upon verifiable documentation.

#### **Plater / Heat Treater**

Canadian provincial or inter-provincial plating certification or a completed Kushner electro-plating know-how course, or equivalent ticket from another country as approved by the Training and Apprenticeship Committee based upon verifiable documentation.

#### **Painter**

Canadian provincial or inter-provincial aircraft painter ticket including ITAC, or equivalent ticket from another country as determined by the Training and Apprenticeship Committee based upon verifiable documentation.

*Note: Grandfathering of current Employees with automotive painter ticket is applicable.*

#### **Sheetmetal Mechanics**

Canadian provincial or inter-provincial aircraft Sheetmetal ticket including ITAC or equivalent ticket from another country as approved by the Training and Apprenticeship Committee based upon verifiable documentation.

#### **Maintenance Mechanic**

Canadian provincial or inter-provincial applicable ticket such as Millwright, Electrician, Carpenter, Plumber, Pipefitter, etc., or equivalent ticket from another country as



approved by the Training and Apprenticeship Committee based upon verifiable documentation.

### **Quality Control Inspector Adjustment**

Quality Control Inspectors shall receive an adjustment to their base rate of one dollar seventy-five cents (\$1.75) per hour. (Two dollars (\$2.00) per hour for AME endorsement). No other premiums shall be paid. Effective November 1, 2018, Quality Control Inspectors shall have their existing wage grandfathered until the amount paid matches their base rate plus the applicable Quality Control Inspector Adjustment.

### **Storeperson / Material Planner**

Canadian provincial, inter-provincial Parts and Warehouse ticket or equivalent ticket from another country as approved by the Training and Apprenticeship Committee based upon verifiable documentation.

### **Aircraft Maintenance Engineer Endorsement Adjustments**

In lieu of the Trade Qualification adjustment outlined above, licensed Aircraft Maintenance Engineers (AME's) possessing an endorsement recognized by the Department and/or Ministry of Transportation (such as E, S, or M licenses) shall receive an additional adjustment added to their base rate of two dollars (\$2.00) per hour.

## **CLASSIFICATION AND RATES**

### **Classifications and Rates**

Aviation Machinist  
Aircraft Mechanic (E, M, S Licensed)  
Aircraft Plater / Heat Treater  
Aircraft Welder  
Inspector  
Maintenance Mechanic  
Aircraft Painter  
Manufacturing Sheetmetal Mechanic / Assembler / Production Worker  
MRO / AMO / R&O Sheetmetal Mechanic  
Storeperson / Parts & Warehouse Person / Material Planner  
General Production Support

\* Trade Qualification adjustments are paid to Employees as set out in Schedule B.

**Shift Premiums**

Second Shift: \$1.75/hr applies to Shifts # 2, 5 & 7 as per Article 12.02 (a) & (b)

Third Shift: \$2.00/hr applies to Shift # 3 as per Article 12.02 (a)

**WAGE TABLE**

	<u>Nov. 1, 2017</u>	<u>Nov. 1, 2018</u>	<u>Nov. 1, 2019</u>	<u>Nov. 1, 2020</u>	<u>Nov. 1, 2021</u>
	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>2%</u>	<u>3%</u>
TQ * + \$1.00					
Level 1	\$ 34.72	\$ 35.42	\$ 36.12	\$ 36.84	\$ 37.95
Level 2	\$ 31.93	\$ 32.56	\$ 33.22	\$ 33.88	\$ 34.90
Level 3	\$ 29.82	\$ 30.42	\$ 31.03	\$ 31.65	\$ 32.60
A1 / L1	\$ 27.63	\$ 28.18	\$ 28.75	\$ 29.32	\$ 30.20
A2 / L2	\$ 26.09	\$ 26.61	\$ 27.15	\$ 27.69	\$ 28.52
A3 / L3	\$ 24.56	\$ 25.05	\$ 25.55	\$ 26.06	\$ 26.85
A4 / L4	\$ 23.03	\$ 23.49	\$ 23.96	\$ 24.44	\$ 25.17
A5 / L5	\$ 21.49	\$ 21.92	\$ 22.36	\$ 22.81	\$ 23.49
A6 / L6	\$ 19.97	\$ 20.37	\$ 20.78	\$ 21.19	\$ 21.83
A7 / L7	\$ 18.43	\$ 18.80	\$ 19.18	\$ 19.56	\$ 20.15
A8 / L8	\$ 16.89	\$ 17.23	\$ 17.57	\$ 17.93	\$ 18.46
<b>Stores Person / Material Planner / Warehouse Person</b>					
TQ * + \$1.00					
Level 1	\$ 25.26	\$ 25.76	\$ 26.28	\$ 26.80	\$ 27.61
Level 2	\$ 22.60	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.71
Level 3	\$ 19.95	\$ 20.35	\$ 20.76	\$ 21.17	\$ 21.81
Level 4	\$ 17.88	\$ 18.24	\$ 18.60	\$ 18.98	\$ 19.54
<b>General Labourer</b>					
Level 1	\$ 22.41	\$ 22.86	\$ 23.31	\$ 23.78	\$ 24.49
Level 2	\$ 19.77	\$ 20.16	\$ 20.57	\$ 20.98	\$ 21.61
Level 3	\$ 17.74	\$ 18.09	\$ 18.45	\$ 18.82	\$ 19.39
Level 4	\$ 16.89	\$ 17.23	\$ 17.57	\$ 17.93	\$ 18.46

**SCHEDULE "C" - STATUTORY HOLIDAY DATES**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<b>New Year's Day</b>	<u>Monday, January 1</u>	<u>Tuesday, January 1</u>	<u>Wednesday, January 1</u>	<u>Friday, January 1</u>	<u>Saturday, January 1</u>
<b>Family Day</b>	<u>Monday, February 12</u>	<u>Monday, February 18</u>	<u>Monday, February 17</u>	<u>Monday, February 15</u>	<u>Monday, February 21</u>
<b>Good Friday</b>	<u>Friday, March 30</u>	<u>Friday, April 19</u>	<u>Friday, April 10</u>	<u>Friday, April 2</u>	<u>Friday, April 15</u>
<b>Victoria Day</b>	<u>Monday, May 21</u>	<u>Monday, May 20</u>	<u>Monday, May 18</u>	<u>Monday, May 24</u>	<u>Monday, May 23</u>
<b>Canada Day</b>	<u>Sunday, July 1</u>	<u>Monday, July 1</u>	<u>Wednesday, July 1</u>	<u>Thursday, July 1</u>	<u>Friday, July 1</u>
<b>B.C. Day</b>	<u>Monday, August 6</u>	<u>Monday, August 5</u>	<u>Monday, August 3</u>	<u>Monday, August 2</u>	<u>Monday, August 1</u>
<b>Labour Day</b>	<u>Monday, September 3</u>	<u>Monday, September 2</u>	<u>Monday, September 7</u>	<u>Monday, September 6</u>	<u>Monday, September 5</u>
<b>Thanksgiving Day</b>	<u>Monday, October 8</u>	<u>Monday, October 14</u>	<u>Monday, October 12</u>	<u>Monday, October 11</u>	<u>Monday, October 10</u>
<b>Remembrance Day</b>	<u>Sunday, November 11</u>	<u>Monday, November 11</u>	<u>Wednesday, November 11</u>	<u>Thursday, November 11</u>	<u>Friday, November 11</u>
<b>Christmas Day</b>	<u>Tuesday, December 25</u>	<u>Wednesday, December 25</u>	<u>Friday, December 25</u>	<u>Saturday, December 25</u>	<u>Sunday, December 25</u>
<b>Boxing Day</b>	<u>Wednesday, December 26</u>	<u>Thursday, December 26</u>	<u>Saturday, December 26</u>	<u>Sunday, December 26</u>	<u>Monday, December 26</u>

**LETTER OF UNDERSTANDING # 1**

*Between:*  
Viking Air Ltd.  
*And:*  
Unifor Local 114

**RE: HIRING PREFERENCE**

The Company agrees to consider qualified laid off workers without recall rights or former members from a Unifor certified aerospace plant prior to hiring other workers.

Agreed to this 10<sup>th</sup> day of July 2018, in the city of Victoria, BC.

**LETTER OF UNDERSTANDING # 2**

*Between:*  
Viking Air Ltd.  
*And:*  
Unifor Local 114

**RE: WORK EXPERIENCE**

The parties recognize that, from time-to-time, Viking Air is asked by high schools and other training institutes to provide students with work experience opportunities. It is understood that these students are present only for a limited time, are not covered by the Collective Agreement, and are there for a learning experience and will not replace or cause a loss of any hours to bargaining unit members.

The Chief Shop Steward shall be advised and provided with all relevant information at least two (2) weeks prior to the student beginning his/her program.

Students must receive appropriate safety training and be under appropriate supervision at all times. Each student will also be scheduled to attend a Union awareness seminar of no less than thirty (30) minutes provided by the Chief Steward or designate on paid time at applicable rates.

Agreed to this 10<sup>th</sup> day of July 2018, in the city of Victoria, BC.

**LETTER OF UNDERSTANDING # 3**

*Between:*  
Viking Air Ltd.  
*And:*  
Unifor Local 114

**RE: LEADERSHIP HARASSMENT AND HUMAN RIGHTS TRAINING**

The Company agrees to hold a jointly developed and delivered harassment and human rights training program for Union Representatives and designated Management Employees with the content, timing, location(s) and trainers to be determined jointly between the Company and the Union.

This course will be delivered on paid time and will be one (1) day in duration. The Company shall pay for the lost wages for a maximum of five (5) elected Shop Stewards to attend this course.

The Company and the Union will share equally in the cost of the instructor(s), room rentals, training materials and any other related costs.

Agreed to this 10<sup>th</sup> day of July 2018, in the city of Victoria, BC.

**LETTER OF UNDERSTANDING # 4**

*Between:*  
Viking Air Ltd.  
*And:*  
Unifor Local 114

**RE: SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical and social problem that can affect Employees. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees towards full rehabilitation. The Company recognizes that the Union can provide a source of information and be a positive influence in the process of addressing substance abuse.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. The Company will assist by referring Employees to appropriate counselling services, treatment or rehabilitation facilities.

Agreed to this 10<sup>th</sup> day of July 2018, in the city of Victoria, BC.

**LETTER OF UNDERSTANDING # 5**

*Between:*  
Viking Air Ltd.  
*And:*  
Unifor Local 114

**RE: ADDITION OF WASTEWATER TREATMENT QUALIFICATION TO THE MAINTENANCE MECHANIC TRADE QUALIFICATION ADJUSTMENTS**

It is agreed and understood that a Wastewater Treatment Qualification will be added to the Maintenance Mechanic Trade Qualification Adjustments in Schedule "B" of the Collective Agreement. The additions to the Collective Agreement are as follows:

**SCHEDULE B - WAGES**

**Trade Qualification Adjustments Maintenance Mechanic:**

Maintenance Mechanics shall receive a TQ payment of one dollar (\$1.00) per hour when they:

- Have completed a Waste Water Certification Program that is approved by the Joint Training and Apprenticeship Committee.
- Have worked a minimum of 9,900 hours performing tasks related to the treatment of wastewater.
- Are not eligible for, or receiving, another Trade Qualification payment.

Agreed to this 10<sup>th</sup> day of July 2018, in the city of Victoria, BC.



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**LETTER OF UNDERSTANDING # 8**

*Between:*  
Viking Air Ltd.  
*And:*  
Unifor Local 114

**RE: CONTRACTING OUT**

Further to discussions in collective bargaining, the Parties agree to the following:

1. The Parties are committed to adhering to the language of the Collective Agreement and recognize the need to review current and future outsourcing and insourcing opportunities;
2. The Parties agree to accelerate this process by holding the next review within 60 days of the signing of the Agreement, and to have more frequent meetings as agreed to by both Parties;
3. The Parties are committed to engaging in open and transparent consultations regarding contracting out pursuant to Article 22.02 (b) – Union / Management Consultation Meetings;
4. While Viking Air has some capacity to contract out work as set out in the Collective Agreement, the Company reaffirms that it is the intent of the Company to perform as much work in house as possible;
5. On any future and current outsourcing / insourcing that affect bargaining unit jobs, the Company agrees to provide an explanation of the business need. This information will be shared and discussed prior to the work being moved in or out. The information provided shall enable the Union to see what work is going to be contracted out and what the business need is that causes the work to be contracted out.
6. This LOU is not intended to replace or contravene any provision in the current Collective Agreement;
7. This LOU is not meant to preclude any further layoffs of the workforce where the Employer decides to make further reductions in the work force due to reduced production schedules.

**Agreed to this 28<sup>th</sup> day of May, 2018 in the city of Victoria, BC.**

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**LETTER OF UNDERSTANDING # 10**

*Between:*  
Viking Air Ltd.  
*And:*  
Unifor Local 114

**RE: NEW POSITION – TOOL CRIB OPERATOR**

It is agreed and understood that a new Union position of a Tool Crib Operator has been agreed upon between the Union and the Company. The new Tool Crib Operator shall be Robert Kutzner and this shall be a Union position onward.

The new position will fall under the Manufacturing Sheetmetal Mechanic / Assembler / Production Worker.

Progression for the Tool Crib Operator starts at the equivalent rate for Sheetmetal Mechanic Learner Level L6 and ends at the equivalent rate for Sheetmetal Mechanic Learner Level A1.

Robert Kutzner – Effective May 1<sup>st</sup>, 2018.

No change in classification.

Shall maintain his/her current wage rate of Sheetmetal Mechanic Learner Level 1 A1.

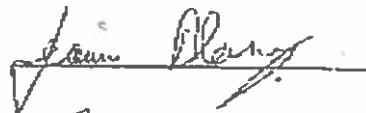
No further progression beyond A1.

Agreed to this 28<sup>th</sup> day of May, 2018 in the city of Victoria, BC.

For the Employer: \_\_\_\_\_ For the Union: \_\_\_\_\_



Robert Kutzner



Jeanne Blaney  
Unifor Local 114 Representative