

Collective Agreement

Between

Allied Wings FW Inc.

and

Manitoba Government and General Employees' Union

March 20, 2010 to March 19, 2013

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This Agreement made and entered into this 16th day of February 2011.

Article 1 Purpose of Agreement

1:01 The purpose of this agreement is to promote harmonious relations between the Employer and Pilots, provide for an agreed upon process for settling grievances, and to set out an agreed standard with respect to certain wages, benefits, and working conditions.

Article 2 Definitions

2:01 “Employer” means Allied Wings FW Inc. which may also be referenced as the “Employer”.

2:02 “Union” means the Manitoba Government and General Employees’ Union.

2:03 “Employee” means a person employed in a position in the bargaining unit:

(a) “Full-time Employee” means an employee who regularly works the full prescribed hours of work per week.

2:04 “Dismissal” means the removal of an employee from a position of employment for just cause arising out of disciplinary reasons.

2:05 “Position” means a position of employment with Allied Wings FW Inc. within the bargaining unit.

2:06 “Steward” means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement.

2:07 Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

Article 3 Application of Agreement

- 3:01** This Agreement shall apply to those employees of the Allied Wings FW Inc. within the Bargaining Unit defined in CIRB Order Number issued by the Canada Labour Relations Board dated the 23rd day of March, 2010.

Article 4 Recognition and Scope of Bargaining Agent

- 4:01** Allied Wings FW Inc. recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement.
- 4:02** The Terms of this agreement shall apply as set out in its respective parts to the following persons:
- “All AWI flight operations Phase 1 and Phase 2 instructors and instructor trainees employed by Allied Wings FW Inc. working at or out of its office at 55 Musketeer Road East, Southport, Manitoba, excluding multi-engine SIM instructors and instructors trainees, dispatch, dispatch lead, flight operations meteorological instructors, flight safety officers, standards officers, deputy chief flying instructors and those at or above the rank of deputy chief flying instructor.”
- 4:03** No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement unless it is mutually agreed upon by the Union and the Employer.
- 4:04** Nothing in the foregoing is intended to prejudice the Unions rights and responsibilities under the Canada Labour Code.

Article 5 Duration and Negotiations of the Agreement

- 5:01** That the length of the agreement is March 20, 2010 to March 19, 2013.
- 5:02** Bargaining conducted as outlined under Canadian Labour Code.

- 5:03** All pay increases shall take effect on dates noted herein; all seniority and service-earned benefits are deemed to be accumulated/earned effective the employee's last date of hire as an instructor pilot with Employer.

Article 6 Management Rights

- 6:01** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 6:02** The Union recognizes that the Company has sole authority to manage its affairs, to direct its working forces, including the right to hire, to assign wages within the terms of salary range, to transfer, promote, demote and to discipline, suspend or discharge any employee for just cause, and to increase or decrease the working force of the Company, to re-organize, close, or open operations from time to time, and to initiate and conclude functions as circumstances and necessity may require.

The Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time, the rules and regulations to be observed by the employees, not inconsistent with the terms of this Agreement.

- 6:03** In the event a section of the Collective Bargaining Agreement is in conflict with changes required by customer, regulatory agency or contract provider the Company and Union will meet within thirty (30) days to negotiate a solution.

Article 7 Union Dues

- 7:01** During the term of this Agreement, every employee who comes under the scope of this Agreement shall have an amount equal to the semi-monthly dues determined by the Union deducted by the Employer from each pay, whether a member of the Union or not. Such dues shall be forwarded to the Union monthly, together with a list of the names of the employees from whom deductions have been made and the amounts of such deductions.

- 7:02** The Union shall notify the Employer in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.
- 7:03** For new employees, payroll deductions shall become effective from the start of the pay period immediately following the commencement of employment.
- 7:04** When an Income Tax (T-4) slip is made available, it shall indicate the amount of dues paid to the Union by the employee in the previous year.
- 7:05** The Employer will provide new employees with a copy of the Collective Bargaining Agreement and name(s) of the Union's officers.
- 7:06** An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all benefits and protections afforded by this agreement.
- 7:07** The Employer agrees not to contract out work or services, which are currently performed by employees that result in the layoff of Bargaining Unit Members with similar qualifications who are capable of performing the same duties.

Article 8 Union Business

- 8:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to her immediate supervisor for approval. The Union will also provide a copy of the written request to the Employer.
 - (b) Requests for leave shall be made with reasonable advance notice but not less than five (5) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance, the request will be considered for approval.

(c) Where such leave of absence has been granted, the Union shall reimburse the Employer the wages paid to such employees during the approved absence. For any absence beyond 5 (five) days the Union will reimburse wages, vacation pay, and pension contributions.

8:02 Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employees on the negotiating committee.

8:03 The Employer agrees to allow the Union the use of space on bulletin boards in each work location for the purpose of posting Union information.

Article 9 Job Stewards

9:01 “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

9:02 The employer recognizes the Union’s right to select Stewards to represent employees.

9:03 The Union shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan or organization, the distribution of employees at the workplace and the administrative structure implied by the Grievance Procedure.

9:04 The duties of the Stewards shall be to represent an employee and present grievances in accordance with the Grievance Procedure.

Article 10 No Discrimination

10:01 The parties hereto agree there will be no discrimination or harassment by the Employer or the Union against any employee covered by this Agreement because of sex, age, race, color, religion marital status, physical or mental handicap, political belief, family status, sexual orientation, ethnic or national origin, or membership or non-membership in the Union.

Article 11 Medical Fitness

- 11:01** At the request and cost of Allied Wings FW Inc. An employee may be required to have a medical examination from a CAME acceptable to the employee and the Employer. The Employer shall provide written notice to the pilot to be presented to the CAME who will be required to validate the Pilot's fitness for work in writing along with this renewed medical certificate.
- 11:02** Female instructors are able to refuse aerobatic flights as soon as they find out they are pregnant, and shall be accommodated beyond their second trimester by the Employer within their workplace.
- 11:03** Normal Transport Canada Aviation medicals will be paid for by the company. An instructor shall have the right to choose a physician of their choice for the Aviation Medical provided the rates are reasonable, and will present a receipt for re-imbusement unless direct billing is implemented.

Article 12 Probation

- 12:01** New employees in the bargaining unit shall be on probation during their training period and for three (3) months following successful completion of instructor qualifications. The company may extend the probationary period by up to three (3) additional months upon written notification to the employee outlining the reasons why it is being extended.
- 12:02** Termination during the probationary period is not considered discipline, as the probationary period is a trial period during which the Employer assesses the suitability of an Instructor Pilot.
- 12:03** Employees transferring to PH2 shall be on trial period during their training and for three (3) months following successful completion of I.F. instructor qualifications. In the event they are unable to complete their trial period, they shall return to their previous position as an instructor in PH1.

Article 13 Payment of Wages and Allowances

- 13:01** The wages payable to an employee in her respective classification shall be those set forth in Appendix "A" attached hereto and forming part of this Agreement.
- 13:02** Wages shall be paid semi-monthly via direct deposit. Employees shall be provided with an itemized statement of wages and deductions. At the time of hire, an employee shall be advised in writing of her/his classification.

Article 14 Hours of Work

- 14:01** The regular hours of work for employees shall be eight (8) hours per complete work day, and forty (40) hours per week.
- 14:02** A modified work week schedule for employees shall be ten (10) hours per complete day, and forty (40) hours per week.
- (a) Employees hired before March 20, 2010 may volunteer for the modified shift schedule, but cannot be forced to work the modified shift.
 - (b) Employees hired after March 20, 2010 may be obligated to work the modified shift schedule if volunteers are unable to meet the Employer's requirements.
- 14:03** The regular work week shall be Monday to Saturday.
- (a) Employees hired before March 20, 2010 may volunteer for the scheduled Saturday shifts, but cannot be forced to work a scheduled Saturday shift.
 - (b) Employees hired after March 20, 2010 may be obligated to work the Saturday shift schedule if volunteers are unable to meet the Employer's requirements.
- 14:04** Employees will be entitled to one (1) thirty (30) minute unpaid lunch break during each complete workday.

- 14:05** Employees will be entitled to two (2) rest periods of fifteen (15) minutes during each complete workday.
- 14:06** The Employer will assign duties to staff who report to work and elect to remain at work when temporary operational limitations prevent flying duties from being performed, with the exception of a formal layoff as outlined in Article 18.
- 14:07** Employees are expected to self-manage their break schedule and take into account operational requirements. In the event an employee is unable to utilize a break or rest period due to Company work requirements, they shall note this on their time sheets, and will be compensated accordingly.
- 14:08** Employees may request time off without pay for personal reasons (doctor's appointments, children's activities, etc.). Approval is at the discretion of their Supervisor. If approved, they may also request to make up the granted time off if work load permits, in order to maintain a full forty (40) hours/week.
- 14:09** Employees may request time off with pay in order to attend work related appointments such as TC required Aeomedicals or other TC licensing. Approval is at the discretion of the Supervisor.
- 14:10** Instructor Pilots shall devote their professional flying service to the Company and shall not engage in any other professional flying operations without prior notification to the Manager of Flying Operations.

Article 15 Overtime

- 15:01** An employee who is authorized to and actually works in excess of forty (40) hours per week shall be compensated at the rate of time and one-half (1½x) for each additional hour worked. This authorization must be obtained prior to overtime being worked.
- 15:02** A flight instructor shall confer with their Supervisor (or designate) prior to refusing a mission that places the flight instructor into overtime.

- 15:03** When overtime is worked it may, at the employees request, be banked at the equivalent rate of one (1) hour for each one (1) hour worked, subject to the Company policy.
- 15:04** An employee may elect to withdraw from any of the hours within their bank time; this shall be paid on the following pay period in which it was requested.
- 15:05** If an employee is unable to take all, or part of their two (2) paid 15 minute breaks, or thirty (30) minute unpaid meal break during normal working hours they shall be compensated at the rate of pay as listed in article 15:01 for each break that the employee was unable to take during the normal working hours.
- 15:06** In the event overtime is required an employee shall receive an additional fifteen (15) minute break for every two (2) hours of overtime worked.
- 15:07** An employee shall have the right to a copy of his calculation of bank time upon request.

Article 16 Seniority

- 16:01** Seniority is defined as the length of continuous service in the bargaining unit since the date of last hire. Seniority shall determine the level of accrued benefits listed throughout this collective agreement
- 16:02** A seniority list will be posted as soon as possible after the signing of this Agreement and shall be revised annually on or about April 1 of each year. A copy will be posted on each bulletin board, and a copy will be given to the Union's Portage la Prairie office. An employee may challenge the accuracy of the seniority list within the first ten (10) working days from the date the list is posted. If no challenge is made, the employee's standing will be deemed to be correct. In the event the employee is not at work when the list is posted, the objection must be made within four (4) working days from the time of returning to work. The posting shall include a copy of this action.
- 16:03** An employee shall retain and accrue seniority if she/he is absent from work because of:

- (a) Illness or accident to a maximum of twelve (12) months;
- (b) Paid leave of absence;
- (c) An unpaid leave of absence of up to thirty (30) working days;
- (d) Maternity and parental leave; or
- (e) Jury Duty or Military service.

16:04 An employee shall retain but shall not accrue seniority if:

- (a) She/he is absent because of illness or accident over twelve (12) months but less than twenty-four (24) months;
- (b) She/he is promoted outside of the bargaining unit and has not completed his trial period;
- (c) She/he is laid off for less than six (6) months;
- (d) She/he is on an unpaid leave of absence in excess of thirty (30) working days.

16:05 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) She/he is discharged for just cause;
- (b) She/he resigns in writing;
- (c) She/he is laid off for a period longer than six (6) months;
- (d) She/he fails to report for duty after notification to her/his last known address or phone number to do so following a layoff; the onus is on the employee to inform the Employer of her/his current address and telephone number;
- (e) She/he is retired;
- (f) Employee who is on leave without pay beyond twelve (12) months;
- (g) She/he is AWOL three (3) or more days;
- (h) She/he is no longer qualified to instruct.

Article 17 Layoff and Recall

- 17:01** (a) A work reduction shall be defined as a reduction in the normal weekly scheduled work hours (except for the non-operational days at Christmas).
- (b) A layoff shall be defined as a reduction in the current number of employees.
- 17:02** (a) In the event a work reduction is planned, the Company will first meet with the Union to discuss options for implementation.
- (b) Employees shall be laid off in reverse order of seniority provided always that the employees retained possess the ability, qualification, and performance to perform the remaining work.
- In the event of a layoff, any employee(s) who's performance does not meet or exceed expectations (as evaluated annually in the last twelve [12] months) will be laid off first, followed by the remaining staff in reverse order of seniority.
- 17:03** Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess, the ability, and qualifications to perform the work.
- 17:04** Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee.
- 17:05** No new employee shall be hired until those laid off whom meet the requirements of the job have been given an opportunity of recall.
- 17:06** Employer shall give the employee written notice of the date upon which she is to be laid off four (4) weeks ahead if possible but in no case less than two (2) weeks before the date on which she is laid off, and to the extent that such minimum notice is not given, the employee shall receive pay in lieu thereof.

- 17:07** Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee. An employee who is recalled from layoff shall be required to indicate within three (3) working days her/his intention to return to work. The employee shall be required to return to work within fourteen (14) calendar days.
- 17:08** Employees on continuous layoff for a period of six (6) months shall, at the end of that period, be considered terminated, paid severance pay, and their names shall be removed from the recall list.
- 17:09** Grievances concerning layoffs and recalls shall be initiated at the second step of the Grievance Procedure.
- 17:10** When an employee is to be laid off, he/she shall be allowed time to attend to any personnel or pay related matters that may be outstanding.
- 17:11** An employee who is laid off shall maintain their benefit coverage to the end of the month of layoff excluding STD & LTD coverage which ceases immediately. An employee is eligible to purchase extended benefit coverage during layoff period.
- 17:12** To the extent that layoffs may occur, the parties agree to meet as far in advance as possible to plan for resultant change, but no less than one month before the anticipated layoff(s) occur, with the exception of an emergency situation.

Article 18 Resignations

- 18:01** An employee wishing to resign shall provide the Employer with a written notice of resignation.
- 18:02** An employee shall give notice of resignation at least fourteen (14) days prior to the date on which his/her resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may be accepted at the Employer's discretion.

Article 19 Vacancies Promotions, and Change in Employee Status

- 19:01** When the company determines a regular full-time vacancy is available within the bargaining unit, the Employer shall notify all employees of such vacancy and all pre-qualifications required either via e-mail posting or the bulletin boards providing for a minimum of seven (7) days to enable employees to apply.
- 19:02** The company has the sole authority to determine the number of full-time positions available at any time.
- 19:03** The company may elect to temporarily staff or hire PH1 or PH2 Instructor Pilot position or temporarily assign a PH1 to PH2 in order to address temporary staffing shortfalls, with no obligation to permanent full-time work.
- 19:04** Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position, provided the employee demonstrates the appropriate level of performance in their current position and possesses the ability and qualifications to perform the work.
- 19:05** Employees shall not be promoted or moved outside the bargaining unit without their written consent.
- 19:06** An employee who is notified that she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) working days of making a written request to the Employer. Such a request shall be made within ten (10) working days of receipt of the notification of being the unsuccessful applicant.
- 19:07** Promotions to Phase 2 will solely be from the Phase 1 instructor pool. There shall be no outside hires for Phase 2 unless no one in bargaining unit meets qualifications as established by the Company.

Article 20 Disciplinary Action

- 20:01** An employee shall only be disciplined for just cause.

- 20:02** Where an immediate supervisor believes that disciplinary action of that employee is necessary for just cause she/he may:
- (a) Orally reprimand the employee; or
 - (b) In writing reprimand the employee; or
 - (c) Suspend the employee with or without pay pending completion of an investigation;
- 20:03** Where the Employer is considering suspending, has suspended or is considering discharging an employee, the following steps will be taken:
- (a) The Employer will conduct an investigation to determine the facts and circumstances relevant to the issue, including:
 - (b) The Employer shall hold a meeting with the employee to hear the employee's side of the story within ten (10) working days. The Union will be notified that a meeting is to take place.
 - (c) The Employer shall make the determination as to what disciplinary action will be taken and shall inform the employee in writing within ten (10) working days of the meeting, stating full reasons for the action(s).
- 20:04** Where a disciplinary action report is to be placed on an employee's file, the employee shall be given an opportunity to sign and date the report indicating only that she has read it. Upon signing the employee shall receive a copy of such a report.
- 20:05** Where disciplinary action other than an oral reprimand has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions, which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and that it has been read, and shall retain a copy.
- 20:06** An employee may grieve any disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.

20:07 Except for oral reprimands, where there is any meeting held with the employer that could lead toward discipline the employee shall be allowed Union representation of his choice to be present at any meeting.

Article 21 Grievance Procedure

21:01 The Company and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly without necessarily having to resort to the following formal process.

21:02 The Union recognizes that each steward is employed full-time by the Employer and that she/he will not leave her/his work during working hours except to perform her/his duties under this Agreement. Therefore no steward shall leave her/his work without obtaining the permission of her/his supervisor.

21:03 An employee, a steward and/or a staff rep of the Union shall be allowed to attend meetings scheduled by the Employer during working hours for the purpose of settlement of a grievance without loss of remuneration.

21:04 When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

21:05 A grievance is defined as an unresolved difference in writing concerning:
The application, interpretation or alleged violation of this Agreement.

- (a) Where either party to the Agreement disputes the general application, interpretation or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Employer, and such grievances initiated by the Employer shall be made to the President of the Union, or his/her designate and in either case shall be within ten (10) working days from the date upon which the initiating party was notified orally or in writing, or on which it

became aware, or ought to have become aware of the action or circumstances giving rise to the grievance.

- (b) Where the parties fail to resolve a grievance under Section: 05 (a), either party may refer the grievance to the arbitration step of the Grievance Procedure.

21:06 If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

21:07 The grievance shall be presented on an official grievance form. The written description of the nature of the grievance, the article violated, and the redress requested shall be sufficiently clear on the form.

21:08 An employee has the right to representation by a Union steward and/or Union representative at any step of the Grievance Procedure, but must in all cases attend Steps 1 and 2 of the procedure.

- (a) Step 1

Within ten (10) working days after the date upon which the employee was notified orally or in writing, or on which she/he became aware, or ought to have become aware of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance with the redress requested to her/his supervisor or person designated by the Employer who shall issue a decision in writing to the employee and to the Union within seven (7) working days.

- (b) Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Flying OPS Manager of its desire to proceed to Step 2 within five (5) working days of the receipt of the decision at Step 1. The Employer shall issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance. The

Employer may hold a hearing to discuss the grievance with the grievor and/or the grievor's representatives before giving a decision on the grievance.

(c) Step 3

If the grievance is not resolved satisfactorily at Step 2, the Union shall notify the Site Manager of its desire to proceed to Step 3 within five (5) working days of the receipt of the decision at Step 2. The Employer may hold a hearing to discuss the grievance with the grievor and/or the grievor's representatives before giving a decision on the grievance. The Employer shall issue a decision in writing to the employee and to the Union within twenty (20) working days of receipt of the grievance.

(d) Step 4

If a satisfactory settlement cannot be effected at Step 3, the Union may within thirty (30) calendar days of receipt of the decision at Step 3 apply for Arbitration.

21:09 In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance may initially be presented at Step 2, within ten (10) working days of the disciplinary demotion, suspension or dismissal.

21:10 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure within ten (10) working days of the layoff or recall giving rise to the grievance.

21:11 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

Article 22 Arbitration Procedure

22:01 Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances shall be submitted to Arbitration in accordance with the procedure set forth in this Article. In the spirit of co-operation and in the interest of

minimizing costs, both parties express preference for a single arbitrator, but retain the right to choose a panel.

22:02 The procedure for arbitrating grievances shall be the procedure as set forth below:

- (a) Either of the parties shall, within thirty (30) working days from the receipt of the decision at Step 3 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration, and said notice shall contain the first party's appointee to the Arbitration Board and a request to proceed to single arbitration if desired.
- (b) The party who receives a notice shall, within ten (10) working days of receiving the notice either agree to proceed to a single arbitrator or decline and name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
- (c) In the event the parties agree to a single arbitrator the Company and the Union shall attempt to name and secure a person acceptable to both parties.

Failure to do so within thirty (30) days or a decline by either party will result in the formation of the Arbitration Board. The two (2) members of the Arbitration Board named by the parties shall within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairman thereof.

- (d) If the party receiving the notice fails to name an appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limit specified, the appointment shall be made by the Federal minister of Labour.
- (e) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee affected by it.

- (f) The Arbitration Board may summon before it any witnesses and may require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.
- (i) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.
- (j) The Arbitration Board shall expressly confine itself to the precise issue submitted to it, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (k) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for cause, and provided the collective agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.

22:03 Should the parties disagree as to the meaning of the Board's decision, within thirty (30) days of receipt of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

22:04 Each party shall pay the fees and expenses of the arbitrator it appoints, and one-half (1/2) of the fees and expenses of the Chairman.

22:05 In the event the parties agree to a single arbitrator, the provisions of this Article relating to an Arbitration Board shall apply, mutatis mutandis to the single arbitrator.

Article 23 Personnel File

23:01 All documents relating to an employee's disciplinary or employment records shall be retained on file in Southport, with the exception of payroll records and copies which are maintained in Kelowna.

23:02 Within one (1) week of making a written request, an employee shall have the right to have access to and review her personnel file and shall have the right to initial and date all documents on file. Such reply shall become part of the permanent record.

23:03 Any disagreement regarding disciplinary information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's file.

23:04 The Employer shall have the right to have its representative present when the employee is examining his/her personnel file. The employee may have a Union representative of her choice present for the examination.

23:05 An employee shall have the right to make copies of training, performance and disciplinary documents from his/her personnel file.

Article 24 Vacation

24:01 For the purpose of this article the vacation year for each employee shall be from the employee's anniversary date ending on the day before the employee's anniversary date. An employee's anniversary date shall be the date of hire with the employer.

24:02 If an employee does not schedule all of their vacation entitlement in the vacation year, the Employer may require that the employee use their remaining vacation entitlement prior to the end of the vacation year.

Alternatively, the Employer may allow an employee to be paid out their unused vacation accrual after their anniversary date.

- 24:03** Annual vacations can be taken at a minimum of a half day increment.
- 24:04** After completion of one (1) year of service, an employee shall be entitled to two (2) weeks of vacation.
- 24:05** After the completion of three (3) years of service, an employee shall be entitled to three (3) weeks of vacation.
- 24:06** After completion of eight (8) years of service, an employee shall be entitled to four (4) weeks of vacation.
- 24:07** After completion of fifteen (15) years of service, an employee shall be entitled to five (5) weeks of vacation.
- 24:08** The employee may request, in writing, up to forty (40) hours carry-over of unused vacation time to the following year. All requests must be completed by the employee's anniversary date.
- 24:09** Vacation pay is accrued in one (1) year and eligible for utilization the following year, based on an employee's earnings. Extended absences will have an impact on an employee's amount of paid vacation available the following year.

Article 25 Stat Holidays

- 25:01** The following holidays shall be observed:

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

- 25:02** The day observed as the Statutory Holiday shall be in accordance with the Canada Labour Code and align to the DND operational schedule in Southport.
- 25:03** An employee who is entitled to the statutory day off with pay and works that day shall, in addition to the regular holiday pay be compensated at time and one-half (1½x) for all hours worked on the holiday.
- 25:04** An employee who is scheduled and who works on a holiday shall receive an alternate day off with pay at a time agreeable to the employee's supervisor.
- 25:05** Where an employee who has been required to work on holidays, leaves the employ of the Employer she/he shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to him to which she/he is normally eligible under Section: 04.
- 25:06** Where a statutory holiday falls within the vacation period of an employee, the statutory holiday shall replace the vacation day, thereby not reducing the vacation accrual for that date.

Article 26 Sick Leave

- 26:01** It is agreed by both parties that earned sick leave entitlement shall be granted by Employer where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury not eligible for STD coverage.
- 26:02** The sick leave to which an employee is entitled shall accumulate at the rate of eight (8) hours per month.
- 26:03** Sick leave shall not accumulate beyond ninety-six (96) hours.
- 26:04** An employee shall accumulate sick leave credits from the date of commencement of employment.

- 26:05** Where an employee is to be absent because of illness, the employee shall Endeavour to notify the employee's immediate supervisor of the absence due to illness.

Article 27 Leave of Absence

- 27:01** An employee, upon request, in writing being made to the Employer, may be granted a leave of absence without pay for good and sufficient reason as determined by the Company.
- 27:02** All earned vacation and banked time must be utilized before a general leave of absence will be granted by the Company.
- 27:03** General Leave of Absence - An employee on a leave of absence shall not earn vacation but shall retain their service date and vacation credits earned prior to commencing leave of absence and may apply to prepay benefit coverage.

Article 28 Court Leave

- 28:01** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a court proceeding other than a court proceeding occasioned by the employee's private affairs, shall be granted an unpaid leave of absence for the required period of absence.

Article 29 Maternity Leave

- 29:01** An employee who has at least six (6) consecutive months of service with the Company is entitled to and shall be granted maternity / adoption / child care / compassionate care leave of absence without pay in accordance with the provisions of the Canada Labour Code.
- 29:02** An employee is required to pay their benefit premiums in advance via post-dated cheques in order to maintain their benefit coverage while on a leave of absence.
- 29:03** An employee shall be granted two (2) days of leave with pay to attend to the needs directly related to the birth or adoption of their child.

Article 30 Military Leave

30:01 Employees who have at least six (6) months of service with the Company shall be entitled to a leave of absence without pay for the purpose of serving as a Member of her Majesty's Canadian Armed Forces, as per the Canada Labour Code.

Article 31 Compassionate Leave

31:01 After ninety (90) days of service, a leave of absence with pay up to three (3) days shall be granted to employees for the purpose of arranging or attending the funeral of members of his/her immediate family. Where major travel or special circumstances are involved, approval may be given to provide an unpaid leave to support the bereavement process. Immediate family shall be defined to include only the employee's mother, father, step-parents, mother-in-law, father-in-law, spouse, daughter, son, step child, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild and spouse's grandparents or equivalent relationship.

This may be supplemented with further unpaid leave when requested by the employee.

Article 32 Strikes and Lockouts/Picket Lines

32:01 The Parties acknowledge the terms of the CLC per Section 88.1. For clarity, that "Strikes and lockouts are prohibited during the term of a Collective Agreement", or as may be amended in the CLC.

Article 33 Safety and Health

33:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all Employer operations and that these activities require the combined efforts of the Employer, employees, and the Union.

- 33:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 33:03** The Union will continue to make every effort to obtain the co-operation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 33:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect their safety and health, and the safety and health of any other persons who may be affected by their acts or omissions at work.
- 33:05** Employees are required to abide by Transport Canada (TC), Department of National Defense (DND), Labour Canada (CLC) and Statement of Work (SOW) legislation, regulations, directives, orders, etc. And any other formalized applicable requirements related to Ground and Flight Safety.
- Employees are required to support Flight Safety Incident investigations when requested.
- 33:06** Where an employee has reason to believe, and does believe that a condition exists that is dangerous to their safety or health in the performance of their work, the employee shall report that condition to their supervisor exercising their right to refuse unsafe work. If an employee exercises their right to refuse unsafe work, they must be available to perform other duties that are deemed safe by the employee.
- 33:07** Where mandated or allowed by DND, instructors shall be provided with parachutes.

Article 34 Harassment and Violence

- 34:01** The Employer, the Union and the employees agree that no form of harassment or violence shall be condoned in the workplace and it is further agreed that all parties will work together to recognize and deal with these problems when they arise.

Article 35 Civil Liability

35:01 The Company agrees to provide legal counsel, to pay all costs associated with legal counsel, to defend all pilots and their estates, free of charge in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgement rendered there under save in the case of gross negligence or wilful misconduct.

Article 36 Per Diems

36:01 All instructors will be paid per-diem rates to cover incidentals while away from Southport on employer business.

Between four (4) to eight (8) hours away from South port an instructor shall receive fifteen dollars (\$15.00) (in U.S. Dollars if in the U.S.)

Between eight (8) to twelve (12) hours away from Southport an instructor shall receive thirty dollars (\$30.00) (in U.S. Dollars if in the U.S).

Between twelve (12) to twenty-four (24) hours away from Southport an instructor shall receive fifty-six dollars (\$56.00) (in U.S. Dollars if in the U.S).

Each additional twenty-four (24) hours away from Southport within Canada an instructor shall receive fifty-six dollars (\$56.00) in Canadian funds.

Each additional twenty-four (24) hours away from Southport within the United States an instructor shall receive fifty-six dollars (\$56.00) in American funds.

No instructor will be out of pocket for expenses when required to travel, or be away from home while on company business.

All expenses not covered by per-diem, shall be reimbursed upon the submission of the receipts. In extenuating circumstances where receipts are not possible a written explanation will be expected in lieu of receipt.

Article 37 Severance

37:01 The employee is to receive two (2) days pay for each year of service upon permanent lay off.

Article 38 Technological Change

- 38:01** “Technological Change” means the introduction of equipment or material which is likely to affect the security of employment of a permanent member of the bargaining unit.
- 38:02** The Company and the Union agree to apply the Canada Labour Code requirements in the event technological change as defined above occurs.

Article 39 Training

- 39:01** Instructors will be offered the opportunity of mutual flights for maintaining the required currency set in place by the standard for lessons they are reasonably expected to deliver.
- 39:02** Any pilot ratings held by the instructor as of the certification date will be maintained and renewed at the expense of the company. Any pilot ratings achieved or held after that date will be maintained and renewed at the expense of the company if it is directly related to their current position.

Article 40 Contracting Out

- 40:01** The Company agrees not to contract out work normally performed by the bargaining unit that results in the layoff of bargaining unit members with similar qualifications who are capable of performing the same duties.

Article 41 Present Conditions and Benefits

- 41:01** Employer agrees to consult with the Union on any proposed changes to benefits, privileges and working conditions covered by policy but not specifically covered by this agreement.
- 41:02** All provisions of this Agreement are subject to applicable laws now or hereinafter in effect.
- 41:03** If any law now or existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.

Article 42 Uniforms

42:01 The Company shall provide, at no cost to the employee, an initial uniform including:

- Two (2) Flight Suits
- One (1) Flight Jacket
- One (1) Winter Parka
- One (1) pair Winter Pants
- Two (2) pairs Flight Gloves
- Two (2) pairs Flying Boots (summer, winter)
- Identifying Patches as required

42:02 Starting after the employee's second anniversary from the original date of hire, the Company will provide a uniform allowance (no cash payment) of three hundred (\$300) dollars annually to allow an employee to replace worn items.

Requests for items will only be from the Company Approved uniform item list.

42:03 Instructors are required to report to work in a presentable uniform and present a professional image.

Article 43 Allocation of Assignments

43:01 The entire core of flight instructors will remain professional, and dedicated, and will continue to strive to complete the daily contracted work schedule in as an efficient manner as possible within the guidelines of the collective agreement.

43:02 Instructor Pilots will typically be assigned ground school instructional duties (both primary and back-up); flight instruction duties (both primary and back-up); and secondary duties that may be directly or indirectly related to flying training.

43:03 In the event that the day's schedule requires a change in assignment, the affected instructor(s) shall be given reasonable prep time for new assignment.

Article 44 Performance Incentive Fee

44:01 The performance incentive fee will be shared with the flight instructor without malice, or penalty as per the published company policy.

44:02 Within thirty (30) days of Employer receiving PIF, they must provide payment to employees.

Appendix “A”

Trainee Wage - all new hires will be paid \$45,000 annually until achievement of their instructor designation.

Phase 1 and Phase 2 Pilots - will enter the PH1 or PH2 scale once QFI designated. Employees will move up the pay scale one (1) step following the completion of twelve (12) months service from that date of QFI designation or previous move. A Pilot’s wages will be increased by two percent (2%) upon advancement to the next step (as outlined in the Phase 1 Wage Scale and Phase 2 Wage Scale).

In first year of agreement, first move to next step may not be a full two percent (2%) ahead, depending on wage prior to move. For example, if wage presently in between steps outlined in wage scale, the first move will be to the next step up (current wage is \$54,500, between steps 2 and 3, first move would be to step 3).

Employees who move from PH 1 to PH 2 will move to the PH 2 table at the same step as they were at PH 1.

Phase 1 Wage Scale (Base pay)

Initial	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
52,000	53,040	54,100	55,183	56,286	57,412	58,560	59,732	60,926	62,145	63,566

Phase 2 Wage Scale (Base pay)

Initial	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
53,560	54,631	55,724	56,838	57,975	59,134	60,317	61,524	62,754	64,009	65,289

Endorsement Wages

Instructors who are certified as outlined below will receive the corresponding endorsement pay in addition to their Base pay as follows:

Bilingual \$2,080 annually

Phase 2 Instructors who are certified as outlined below will receive the corresponding endorsement pay in addition to their Base pay as follows:

Clear Hood & Nav \$1,400 annually
Form \$1,400 annually
Instrument Flying \$2,800 annually

Productivity Bonus

An employee who meets the annual sortie generation benchmark will be eligible for up to a one percent (1%) productivity bonus, exclusive of the annual base increase which will commence April 1, 2011 and paid out in following years by April 30.

Annual Wage Increase (CPI)

The employees' wage scales will increase by the Manitoba CPI on September 1 of each year starting in 2010 based on data published in August for Manitoba CPI.

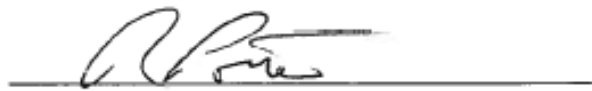
Red Circle

Employees who are above present wage scale will be red circled and exempt from COLA increases until wage scale reaches their present salary.

Signed this 18 day of MARCH, 2011.



On Behalf Allied Wings FW Inc.



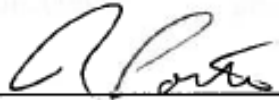
On Behalf of the Manitoba Government
and General Employees' Union

In witness hereof the undersigned have set their hands for and on behalf of Allied Wings FW Inc, and Manitoba Government and General Employees' Union.

Signed this 18 day of MARCH, 2011.



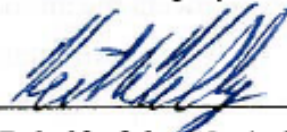
On Behalf Allied Wings FW Inc.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf Allied Wings FW Inc.



On Behalf of the Manitoba Government
and General Employees' Union