

**MEMORANDUM OF AGREEMENT REGARDING INTEREST ARBITRATION**

BETWEEN

**BRADLEY AIR SERVICES LIMITED d.b.a. CANADIAN NORTH**

(the “**Employer**”)

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES**

(**LOCAL 8111**)

(the “**Union**” or “**CUPE**”)

(together, the “**Parties**”)

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**WHEREAS** on November 1, 2019 Bradley Air Services Limited and Canadian North Inc. filed an application with the Canada Industrial Relations Board (the “**CIRB**”) pursuant to sections 18.1, 44, and 45 of the *Canada Labour Code*, R.S.C. 1985, C. L-2 (the “**Code**”) and that application was assigned CIRB file number 33336-C (the “**CIRB Application**”);

**AND WHEREAS** the Canadian Union of Public Employees (the “**Union**” or “**CUPE**”) served notice to bargain on October 2, 2020 regarding the legacy collective agreements between (a) Bradley Air Services Limited d.b.a. First Air and legacy CUPE Local 4058 and (b) Canadian North Inc. and legacy CUPE Local 4053;

**AND WHEREAS** the Parties agreed to jointly conclude a newly merged Collective Agreement under the newly recognized CUPE Local 8111 merged from CUPE Local 4053 and CUPE Local 4058;

**AND WHEREAS** on November 3, 2020 the CIRB issued Order No. 11555-U (the “**BU Order**”) declaring that a sale of business had occurred within the meaning of the *Code*, that Bradley Air Services Limited carrying on business as Canadian North (the “**Employer**”) is the successor employer, and that the Union continues to be the certified bargaining agent for a bargaining unit comprising “all cabin personnel employed by Bradley Air Services Limited carrying on business as Canadian North, excluding supervisors, and those above”;

**AND WHEREAS** the CIRB remained seized of the CIRB Application while the Parties are negotiating a collective agreement for the newly merged bargaining unit and may, where appropriate, determine any question that arises as a result of the BU Order pursuant to section 18.1 (3) of the *Code*;

**AND WHEREAS** the Parties have been engaged in collective bargaining since in or about February 2021 up to the date of this Memorandum of Agreement (the “**Agreement**”);

**AND WHEREAS** section 79 of the *Code* provides that the Employer and the Union may agree in writing to refer any matter respecting the renewal or revision of a collective agreement or the entering into of a new collective agreement to a person or body for final and binding determination with the effect of the Parties agreement being to suspend the right to strike or lockout and constitutes an undertaking to implement the determination;

**NOW THEREFORE**, the Parties agree as follows:

1. The Parties adopt the recitals set out above as forming an integral part of this Agreement.
2. The Parties now consider that negotiations have reached an impasse.
3. The Parties agree that all of the Union's bargaining unit members will continue to operate normally in their assigned functions, without the risk of service interruption due to a slow down or strike or lockout and any outstanding articles will be referred to interest arbitration as described in this Agreement. For greater clarity, neither party will have recourse to their respective right to strike or lockout under the *Code*.
4. The Parties agree to appoint Arbitrator Jennifer Webster as interest arbitrator to determine all outstanding articles regarding the joint collective agreement.
5. The interest arbitrator shall have the powers conferred on her by the Canada Labour Code and Regulations. The Parties will prepare a list of outstanding articles. Tentatively agreed to articles that are signed off by the Parties shall form part of the interest arbitration award. It is agreed that the interest arbitrator will first attempt to mediate the remaining outstanding articles in accordance with a procedure and timetable to be agreed upon by the Parties. Disclosure of documents for mediation will be supplied in accordance with a timeframe established by the Parties.
6. In accordance with a procedure and timetable to be agreed upon between the Parties, written submissions for the remaining outstanding articles will be submitted to the interest arbitrator.
7. The interest arbitrator shall convene a hearing in which the Parties will have an opportunity to submit oral arguments in support of their submissions and to respond to questions by the interest arbitrator. The interest arbitration including mediation will be conducted via a combination of virtual (ZOOM, Teams, etc.) and in person sessions as agreed to by the Parties and the interest arbitrator.
8. The interest arbitrator shall render a written final and binding decision within ninety (90) calendar days of the final day of hearing. The arbitrator shall provide reasons supporting his or her decision on the outstanding articles.
9. Each party shall share the cost of the interest arbitration, including reasonable fees and disbursements of the arbitrator.
10. The Employer will cover the costs associated with the release of the bargaining committee members for travel to/from and to attend mediation and interest arbitration sessions.

Signed electronically by the Parties.

For the Employer:

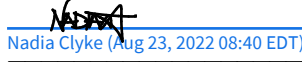


Aaron Speer



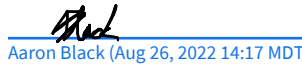
Lori Neill

For the Union:

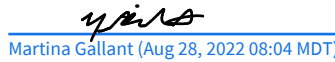
  
Nadia Clyke (Aug 23, 2022 08:40 EDT)

Nadia Clyke

Kevin Beath

  
Aaron Black (Aug 26, 2022 14:17 MDT)

Aaron Black

  
Martina Gallant (Aug 28, 2022 08:04 MDT)

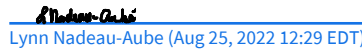
Martina Gallant



Killian Jackson

  
Joseph Kalin (Aug 26, 2022 10:35 MDT)

Joseph Kalin

  
Lynn Nadeau-Aube (Aug 25, 2022 12:29 EDT)

Lynn Nadeau-Aube

  
Martin Coursol (Aug 22, 2022 11:11 EDT)

Martin Coursol