

Transfer of Jurisdiction Agreement

Between:

Canadian Union of Public Employees, Local 4058
(hereinafter referred to as "Local 4058")

-and-

Canadian Union of Public Employees, Local 4053
(herein referred to as "Local 4053")

WHEREAS Local 4058 and Local 4053 desire to enter into a Transfer of Jurisdiction to form a new Local;

AND WHEREAS as the *Canadian Labour Code*, will result in the transfer of jurisdiction;

AND WHEREAS the said Transfer of Jurisdiction of these Locals is being undertaken pursuant to the provisions of the Constitution of the Canadian Union of Public Employees;

NOW THEREFORE Local 4058 and Local 4053 hereby agree to transfer jurisdiction into a new Local on the terms and conditions set out below:

1. The signatories to this document representing the above noted locals agree to recommend the acceptance of this document to their respective memberships. A resolution ratifying acceptance of the transfer of jurisdiction document shall be adopted by a simple majority of members, who voted electronically in a referendum style vote of both Locals, held for the purpose of ratifying the transfer of jurisdiction.
2. The new Local shall be known as Canadian North, Canadian Union of Public Employees, Local 8111. It is further understood that Local 8111 will become the bargaining agent with respect to all bargaining units for which Local 4058 and Local 4053 hold bargaining rights. Furthermore, the recognition clause of any collective agreement for which the Local holds bargaining rights will refer to Local 8111 as the collective bargaining agent for the employees in the bargaining unit.

3. Upon approval of the transfer of jurisdiction by their respective memberships, Local 4058 and Local 4053, on behalf of the new Local, will apply for a new charter of the Canadian Union of Public Employees, and will request that the charter number be 8111 assigned. It is understood that the charter issued will reflect the name of Local 8111 as outlined above at Paragraph 2. It is further understood that once the transfer of jurisdiction has been approved, in accordance with this agreement, Locals 4058 and 4053 will surrender their existing charters. It is further understood the effective date of the transfer of jurisdiction will be deemed the day the transfer of jurisdiction is approved by the National Secretary-Treasurer.

Structure of Local 8111 – Transition Period

4. The Transitional Executive Board for the new Local 8111 will be a blend of each of the present Executive Board structures of the existing Locals and will have the following structure:
 - (i) The Transitional Executive Board shall be comprised of the current Local 4058 and Local 4053 Executive Boards, and shall be made up of the President, Executive Vice President, Secretary-Treasurer, and Recording Secretary.
 - (ii) The Transitional Executive Board shall determine their meeting dates.
 - (iii) A quorum for the Transition Executive Board shall be two-thirds (2/3) of its members.
5. There shall be a Transitional Executive Committee for Local 8111 which shall consist of nine (9) representatives. The Executive Committee shall be as follows:

President: _____, current President Local ____

Executive Vice President: _____, current President opposite Local ____

Site VP Ottawa: _____, current, Local 4058

Site VP Iqaluit: _____, current, Local 4058

Site VP Yellowknife: _____, current, Local 4058

Site VP Calgary: _____, current, Local 4053

Site VP Edmonton: _____, current, Local 4053

Secretary-Treasurer: _____, current Secretary-Treasurer Local ____

Recording Secretary: _____, current Recording Secretary opposite Local ____

6. There shall be four (4) trustees, two (2) selected from each Local, who shall be appointed by Local 8111 Transitional Executive Committee. The mandate shall be to

complete an initial audit of funds coming into Local 8111 and a final audit once the positions have been established in accordance to the new by-laws and new trustees have been sworn into their positions. The selected trustees shall hold office until elections are held.

7. Any vacancy created on the Transitional Executive Committee will be filled from the predecessor local from which the incumbent in the vacant position originated. Any vacancy created on the Transitional Executive Board will be filled by a member from the predecessor local from which the vacant position arose. The selection of the individual to fill a vacancy on either the Committee or the Board will be done by the bylaws of the predecessor local.
8. It is understood, that the Transition Executive Board may delegate any of its responsibilities to the Transition Executive Committee.
9. In accordance with the CUPE Constitution, any other Local merging with Local 8111, shall be assured of a position on the Transition Executive Board and site VP('s) on the Committee.
10. The provisions of this Agreement related to the Structure of the Local 8111 transition period, shall be deemed to be part of the interim by-laws of Local 8111. The Local will request that these interim by-laws be approved by the National President's Office. The Transitional Executive Board will be responsible for developing additional by-laws for Local 8111. The proposed additional by-laws will be presented for approval to the membership. It is further understood that, until any additional by-laws provide otherwise, the Transitional Executive Board shall determine the frequency of the membership meetings of Local 8111.

Administering and Negotiating Collective Agreements

11. Until new additional by-laws as outlined in paragraph 2 are approved, the Transitional Executive Board will continue to administer the collective agreements for which they presently hold bargaining rights. For greater clarity, during this period, decisions associated with the filing, processing and arbitrating any grievance, or proceeding with any legal proceeding, shall be in accordance with existing decision-making structure of the former locals. It is understood, however, that the Transitional Executive committee will have ultimate authority regarding the handling of any such grievance or legal proceeding.

It is further understood that subject to the limited powers outlined above, associated with the filing, processing and arbitrating of grievances and proceeding with other legal

proceedings, no officer shall have authority to act on behalf of Local 8111 without the authorization of the Transitional Executive Committee. Moreover, any action taken pursuant to a meeting of the former Locals 4058 and 4053, after the effective date of the transfer of jurisdiction shall not bind Local 8111 without the authorization of the Transitional Executive Committee.

12. The Transitional Executive Committee of Local 8111 will be responsible for the negotiation of any new, renewal or "replacement" collective agreement, with the objective of consolidating existing collective agreements into one collective agreement with the new employer. Furthermore, notwithstanding paragraph 12, the Transitional Executive Committee shall be responsible for administering any issue regarding seniority or "seniority related issues" under a composite collective agreement in accordance with the provisions of the *Canadian Labour Code*.
13. Seniority applicable sections from Local 4058 and Local 4053 are as follows:

ARTICLE 14 - CUPE SENIORITY – Local 4058 (First Air)

14.01 COMMENCEMENT

a) Upon successful completion of her probationary period, an Employee's seniority will date back to the first Day of initial training.

b) In the event that more than one (1) Employee commences service on the same date, initial training class standing will determine who shall appear first on the seniority list. In the event there is a tie in initial training class standing, the seniority will be determined by lot.

14.02 MAINTENANCE

Cabin Personnel who establish a seniority commencement date in accordance with this Agreement shall not lose that date, except as provided in this Agreement.

14.03 APPLICATION

CUPE seniority shall govern all Cabin Personnel in case of promotion, their retention in case of reduction in force, vacation, personal leaves and leaves to avoid layoff, their assignment or reassignment due to expansion or reduction in schedules, their reemployment after release due to reduction in force and their choice of vacancies provided that the Employee's qualifications and languages are sufficient for the operation or assignment. In the event that the Employee is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish the Employee with written reason thereof and a copy of this letter shall be forwarded to the Local President of the Union.

14.04 SYSTEM-WIDE

Seniority of all Cabin Personnel shall be on a system-wide basis.

ARTICLE 24 - SUCCESSOR RIGHTS

In the event that the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the certificate issued by the Canada Industrial Relations Board then in effect shall not be affected in any way, except as otherwise governed or directed by the Board.

ARTICLE 14 - CUPE SENIORITY – Local 4053 (Canadian north)

14.01 COMMENCEMENT

- a) *An Employee's seniority will commence on date of hire within the bargaining unit. Seniority of all Flight Attendants shall be on a system-wide basis.*
- b) *In the event that more than one (1) Employee commences service on the same date, a draw of names will determine who shall appear first on the seniority list.*

14.02 MAINTENANCE

Flight Attendants who establish a seniority commencement date in accordance with this Agreement shall not lose that date, except as provided in this Agreement. Any Employee on layoff of more than forty-eight (48) Months, and who is not recalled, or who is dismissed from the Company and not reinstated or who resigns, shall therefore forfeit all previously accrued seniority rights and the individual's name shall be removed from all seniority lists.

14.03 APPLICATION

CUPE seniority shall govern the order all Flight Attendants are recognized where applicable in this agreement.

22.04 SUCCESSOR RIGHTS

Should the Company change ownership, merge with another Company, alter its corporate legal identity in any way whatsoever, including setting up of a subsidiary or combining with one or more other airlines, sell or transfer its assets in whole or in part, this Agreement shall remain in full force and effect unless provisions to the contrary are contained in the applicable legislation, or imposed by the Canada Industrial Relations Board.

It is further understood that both, Local 4058 and Local 4053, will recognize their respective members' CUPE date of hire as their seniority dates. Local 8111 will recognize one merged, CUPE date of hire seniority list. On the date of transition to the date of the

new AOC, a member's home base remains status quo. Any vacancies will be posted as per the appropriate Collective Agreement.

Financial Matters

14. Effective the day of the transfer of jurisdiction, union dues deducted in accordance with any collective agreement for which Local 4058 and Local 4053 currently hold bargaining rights, shall be the property of Local 8111 and as such will be forwarded to the treasury of Local 8111 as expeditiously as possible.
15. Further to paragraph 14, the parties shall use their best efforts to ensure that effective the date of the transfer of jurisdiction, all union dues which would otherwise have been paid to either Local 4058 or 4053, or any predecessor local of 4058 be paid directly to Local 8111; failing which, all union dues shall be promptly remitted to Local 8111 by the party receiving such dues.
16. Effective the date of the transfer of jurisdiction, Local 8111 shall be responsible for expenses and obligations incurred by the Local. Additionally, effective that date, Local 8111 will assume the responsibility and authority over all outstanding financial commitments, obligations and liabilities of the former locals.
17. Effective the date of the transfer of jurisdiction, Local 8111 shall assume all office space and assets of Local 4058 and Local 4053. Local 4058 and Local 4053 will transfer those assets to the treasury of Local 8111 as expeditiously as possible. It is understood that said transfer will be completed by no later than 3 months following National's approval of the transfer of jurisdiction, unless approval for an extension of the time for the transfer is approved by the Transitional Executive Committee.
Its is further understood that any financial commitments made by Local 4058 or Local 4053 prior to the transfer of jurisdiction, that were approved by the membership or executive thereof, and such financial commitments were in compliance with the CUPE Constitution and the relevant by laws of the local in question, and were duly recorded in the minutes of the said local, shall be honoured.
18. The Transitional Secretary-Treasurer will co-ordinate the transfer of the assets of Local 4058 and Local 4053 to Local 8111.

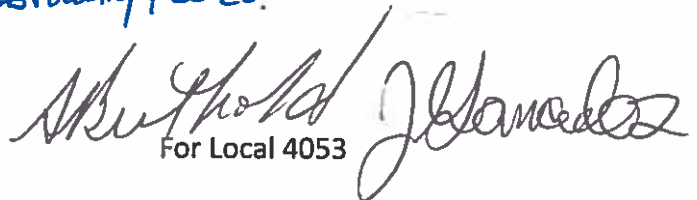
19. Effective the date of the transfer of jurisdiction, Local 8111 shall assume responsibility for all existing Union paid leaves for officers and stewards and all staff obligations, if any, of the former locals. Such obligations shall be continued until the Transition Executive Committee determines the ongoing operational needs of Local 8111.
20. Local 8111 shall be responsible for all expenses incurred, by any officers or members, authorized by the Transitional Executive Committee to act on behalf of Local 8111.
21. Out of Pocket expenses and allowances shall be paid as outlined in paragraph 19, until by-laws are approved.

Other Matters

22. Existing affiliations shall be continued, in accordance with the nature of any such affiliation of the former Locals until the membership of Local 8111 determines the affiliations it wishes to continue in the future.
23. Transitional Executive Board/Committee shall report regularly to the membership.
24. Should this transfer of jurisdiction not be approved as contemplated under section 3.6 of the CUPE Constitution, this agreement shall be null and void and Local 4058 and Local 4053 shall continue in existence as before.
25. The parties hereto shall have the authority to enter into any additional or supplementary agreements or to do any things that may be necessary to satisfy any legislation that may be applicable in order to see the fulfilment of the objects of this agreement.
26. Should any part of this agreement, or any provision herein, be rendered or declared invalid, such invalidation shall not affect the remaining parts for provisions hereof.

The above has been agreed to this ^{26th} day of ^{January} ~~February~~, 2020.


For Local 4058


For Local 4053