

AGREEMENT

BETWEEN

AIR CANADA

AND

THE AIR CANADA PILOTS ASSOCIATION

**Effective April 2, 2000 - April 1, 2004**

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## PREAMBLE

This Agreement is made and entered into by and between Air Canada, hereinafter known as the "Company" and the Airline Pilots in the service of Air Canada, as represented by the Air Canada Pilots Association, hereinafter known as the Association.

In making this Agreement, the parties hereto **recognize** that compliance with the terms of the Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the intent and purpose of this Agreement.

It is hereby mutually agreed:

### ARTICLE 1 – RECOGNITION and SCOPE

#### 1.01 Definitions

The following definitions apply for the purpose of Article 1:

- .01 Air Canada (AC) or ~~the~~ Company means Air Canada mainline operations.
- .02 Air Canada/Canadian Airlines International Ltd. (AC/CA/L) means the combined mainline operations of both AC and **CAIL**.
- .03 Active **Aircraft** means an aircraft in regular service in the past ninety (90) days or an aircraft planned to be in regular service in the next ninety (90) days.
- .04 Air Canada **Regionals (ACR)** means the combined operations of Air **BC**, Air Ontario and Air Nova.
- .05 Air Canada **Pilot** means a pilot who holds a position on the Air Canada Pilots System Seniority List.
- .06 **Affiliate** means any entity incorporated in Canada or operating aircraft in Canada that controls the Company or that the Company controls, including **CAIL**, Air **BC**, Air Ontario, Air Nova, **CRA**, the Low Cost Carrier (**LCC**) and any other Specialty Company (**Specialty Co.**). For greater clarity, should **CRA** be divested pursuant to the Competition Bureau process, **CRA** will be excluded from the definition of **Affiliate**.
- .07 **Aircraft** categories:
  - .01 Jet Aircraft means any aircraft **utilizing** a jet, turbojet, fan-jet, ductless fan or equivalent engine.
  - .02 Propeller Aircraft means any aircraft that uses propellers, however driven, to provide thrust. Propellers refer only to standard propellers as the term is commonly understood.
  - .03 Small Propeller Aircraft (**SP**) means a propeller aircraft with a maximum certified seating capacity of twenty-three (**23**) seats or less.
  - .04 Medium Propeller Aircraft (MP) means a propeller aircraft with a maximum certified seating capacity in excess of twenty-three (**23**) seats but not more than eighty (**80**) seats.

- .05 Small Jet **Aircraft (SJ)** means a jet aircraft with a maximum certified seating capacity of fifty-five **(55)** seats or less.
- .06 Medium Jet Aircraft **(MJ)** means a jet aircraft with a maximum certified seating capacity in excess of fifty-five **(55)** seats but not more than ninety **(90)** seats.
- .07 Narrow Body Jet Aircraft (NJ) means a jet aircraft with a maximum certified seating capacity in excess of ninety **(90)** seats but not more than two hundred and twenty **(220)** seats. It is specifically agreed that the **A322** is an NJ.
- .08 Wide **Body Jet Aircraft (WJ)** means a jet aircraft with a maximum certified seating capacity of more than two hundred and twenty **(220)** seats.
- .08 **ASM** means Available Beat Mile.
- .09 **CAIL** means Canadian Airlines International mainline operations.
- .10 **CRA** means Canadian Regional Airlines operations,
- .11 Code Share means an agreement by which Air Canada agrees to place its designator code (AC) and/or purchases blocked space on the flights of another Air Carrier, on a single, dual or multiple designator basis and on one or more of its flights, and also includes revenue sharing agreements.
- .12 Control means that one entity will be considered to "control" another entity (Entity **B**), only if it, whether directly or indirectly:
  - (a) owns securities that constitute, are exercisable for or **convertible** into more than **(i)** fifty percent **(50%)** of Entity B's outstanding common shares, or if shares in addition to common shares have voting power then (ii) fifty percent **(50%)** of the voting power of all outstanding securities of Entity B entitled to vote generally for the election of members of Entity B's Board of Directors or similar governing body; or
  - (b) maintains the power or right to manage or direct the management of all or substantially all of Entity B's air **carrier** operations; or
  - (c) has the power or right to designate or provide all or substantially all of Entity B's officers; or
  - (d) has the power or right to appoint or elect a majority of Entity B's Board of Directors, or other governing body **having** substantially the powers and duties of a board of directors; or
  - (e) has the power or right to appoint or elect a minority of Entity B's Board of Directors or similar governing body, but only if such minority has the power or right to appoint or remove Entity B's Chief Executive Officer, or President, or Chief Operating Officer, or the majority membership of the Executive Committee or similar committee on Entity B's Board of Directors, or the majority membership of at least one-half of Entity B's Board committees.
- .13 Maximum Certified Seating Capacity means the maximum seating capacity for which a hull size has been certified by any **recognized** aviation authority in the world. For greater certainty, aircraft in cargo or combination passenger/cargo configurations will assume an all passenger configuration to determine aircraft categories.

- .14 Merger means any action that either directly or indirectly results in:
- (a) the acquisition, or the right to acquire, by the Company or its **Affiliates** of more than thirty percent (**30%**) of the shares of another Canadian air carrier;
  - (b) the acquisition, or the right to acquire, by any entity or coalition of entities of more than thirty (**30%**) of the shares of the Company;
  - (c) the merger or amalgamation of all or part of the Company with another Canadian air carrier;
  - (d) any change of control of the Company; or
  - (e) any change to the Company's corporate identity.
- .15 Pilot Crew **Interchange** means the use of pilots of Air Canada by another air carrier to fly an aircraft operated by the other air carrier; or the use of pilots of another air carrier by Air Canada to fly an aircraft operated by Air Canada.
- .16 **Specialty** Co. means any Affiliate of the Company dedicated to a narrower segment of the travel market, such as air cargo, leisure market, low cost carrier or charter operations.
- .17 Wet Lease means the lease, contracting in or subcontracting in of an aircraft with pilot crew.
- .18 Tier 3 Carrier means an air carrier that operates primarily **SP** aircraft.

## 1.02 Recognition

The Air Canada Pilots Association has furnished to the Company evidence that a majority of the Air Line pilots employed by the Company have designated the **Association** to represent them and in their behalf negotiate Agreements with the Company as to hours of service, wages, and other employment conditions covering all Air Canada pilots.

This Agreement contemplates that pilots shall devote their entire professional flying service to the Company.

## 1.03 General

### .01 Flying

All pilot positions and all flying performed by or on behalf of the Company or its Affiliates, with the exception of **ACR, CRA** and **CAIL**, shall be occupied and performed by Air Canada pilots in accordance with the terms and conditions of this agreement. Such Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo, placement, ferry, charter, training, maintenance test flights and publicity flights.

### .02 The provisions of .01 do not apply to:

- .01 Training flights where the student pilot may be other than an Air Canada pilot but the Pilot-in-Command shall be an Air Canada pilot.
- .02 Delivery flights of Air Canada aircraft where one crew member may be a pilot representing the vendor, lessor, lessee or purchaser of the aircraft.
- .03 Maintenance Test flights where one or more crew members may be a pilot representing the manufacturer of the aircraft or systems being tested.

- .04 Flights such as Public Demonstration Flights (e.g. The Paris **Airshow**) where the local laws prohibit Air Canada Pilots From performing the flying.
- .05 Charity lights which are flown by Air Canada Pilots on a voluntary basis and are not subject to the terms and conditions of this agreement.

**.03 Employment Security**

- .01 In order to provide employment security for the Air Canada Pilots, Air Canada agrees that no furlough of any pilots will result from the following events:
  - .01 Current or future code share agreements with other air carriers;
  - .02 Current or future commercial agreements with other air carriers;
  - .03 The replacement by **ACR** and/or **CRA** on any route where Air Canada is partially or completely withdrawing.
  - .04 The transfer of the **25 CL-65** aircraft currently operated by Air Canada to **ACR** and/or **CRA**.
  - .05 The transfer to **ACR, CRA** and/or **CAIL** (for as long as **CAIL** remains a separate entity) of any jet flying that, as of the date of ratification of this agreement, was Air Canada flying.
- .02 Air Canada undertakes that until April **1, 2004**:
  - .01 No Pilot on the Air Canada Pilots Seniority List as of the date of signature of this agreement will be involuntarily laid off.
  - .02 All surplus pilots identified in the industry restructuring at Air Canada will be dealt with through attrition, voluntary severance options, leave of absence programs, voluntary transfers and any other mitigation programs as may be agreed to between the parties.
  - .03 No pilots on the Air Canada Pilots Seniority List as of the date of signature of this agreement will be involuntarily relocated from one base to another;
  - .04 No pilot on the Air Canada Pilots Seniority List as of the date of signing of this Agreement will be involuntarily relocated to a Specialty Co.

**.04** **AC/CAIL Fleet Guarantee**

- .01** Subject to Article **1.03.04.03**, the minimum number of active **WJ** aircraft within the **AC/CAIL** fleet shall be seventy-one **(71) WJ** aircraft.
- .02** Subject to Article **1.03.04.03**, the minimum number of active jet aircraft within the **AC/CAIL** fleet shall be:
- (i)** Two hundred thirty-nine **(239)** aircraft from July **31, 2000**;
  - (ii)** Two hundred forty-three **(243)** aircraft from December **31, 2001**;
  - (iii)** Two hundred forty-seven **(247)** aircraft from July **31, 2003**;
  - (iv)** Two hundred fifty **(250)** aircraft from July **31, 2004**.
- .03** Permissible shortfall – The number of active aircraft may decrease by a maximum of 6 below the guaranteed fleet numbers set out in Articles **1.03.04.01** and **1.03.04.02** for a period of time no greater than one **(1)** year from the date of non-compliance, provided firm orders are in place for these aircraft.
- .04** Should the Company fail to comply with Articles **1.03.04.01**, **1.03.04.02**, and **1.03.04.03**, the Company shall provide payment in accordance with the following:
- (i)** in the event of failure to comply with the aircraft complement and the shortfall is not in the **WJ** complement, the payment will be equivalent to the shortfall in active **non-WJ** aircraft paid on **A320** rates for the **NJ** fleet average hours of flying per day per **non-WJ** aircraft shortfall.
  - (ii)** in the event of failure to comply with the **WJ** complement, the payment will be equivalent to the shortfall in active **WJ** aircraft paid on **B767** rates for the **WJ** fleet average hours of flying per day per **WJ** aircraft shortfall.
- The method of distribution of wet lease payments described in Article **1.11.02.01** to Article **1.11.02.04** will apply to the payments above.
- .05** The above fleet guarantee provisions and payments do not apply if Air Canada is unable to comply with the guaranteed fleet numbers due to circumstances reasonably beyond Air Canada's control, A **"circumstance** beyond Air Canada's control' includes, but is not limited to, an act of nature; grounding of a substantial number of Air Canada aircraft; reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for AC operations; revocation of AC's operating certificate(s); war or threat of war; owner's delay in the delivery of aircraft scheduled for delivery; manufacturer's delay in the delivery of new aircraft scheduled for delivery.
- .06** In the event of a merger, the above fleet guarantees will be increased by the number of **WJ** and **NJ** aircraft in the air carrier with which the Company is merging.

- .07 For as long as the pilot bargaining units at Air Canada and **CAIL** remain separate, Air Canada agrees that there will be no reduction in the current ratio of Captains positions at Air Canada to Captains positions at **CAIL**.

#### 1.04 Merger Obligations

On each occasion that the Company and/or its Successors are involved in a merger:

- .01 This Agreement will remain in full force and effect and the recognition now in effect issued by the Canada Industrial Relations Board shall not be affected in any way except as otherwise governed or directed by the Board; and
- .02 The Company will enter into negotiations with the Association relative to protection of employees' seniority and other existing or new conditions of this Agreement. **Failing settlement**, provisions of the Canada Labour Code will apply.

#### 1.05 Change of Control

The Association shall have the following additional rights in the event of a Change of Control of the Company:

- .01 No pilot who suffers a reduction in his or her position (equipment, status and base) as a result of a Change of Control shall suffer any loss of pay.
- .02 No pilot will be involuntary relocated from one base to another as a result of a Change of Control.
- .03 The **Association** has the right in its sole discretion, upon written notice to the Company within sixty **(60)** days from the date of a Change of Control and subject to the requirements under the Canada Labour Code, to extend the duration of this Agreement for a period of one, two, or three years at the Association's option, beyond its original expiration with across-the-board wage, expense, benefit and **MPU** increases equivalent to the consumer price index plus two percent **(CPI + 2%)** to be effective on the original expiration date and on each annual anniversary of the original expiration date thereafter.

For the purpose of Article 1.05, a Change of **Control** is deemed to have occurred only when:

- (a) through one or more transactions, (i) securities which constitute and/or are then-currently exchangeable into, exercisable for, or convertible into more than **fifty percent (50%)** of the common shares of the Company; or if shares in addition to common shares have voting power then (ii) fifty percent **(50%)** of the voting power of all outstanding securities of the Company entitled to vote generally for the election of members of the Company's Board of Directors or similar governing body; and/or (iii) more than **fifty percent (50%)** of the value of the assets of the Company, are acquired or held by a single purchaser (or a group of purchasers acting in concert); and
- (b) an amendment to the Air Canada Public Participation Act is adopted to increase the fifteen percent **(15%)** limit of shares that a person can hold, own or control to at least the equivalent set out in paragraph (a).

A Change of Control does not include the Air Canada acquisition of **CAIL** or any of its subsidiaries.

## **1.06 Divestiture Obligations**

- .01** In the event of the divestiture of the fleet of Air Canada or of a Specialty Company or part thereof, the fleet and employment security guarantees will continue to apply to Air Canada.
- .02** In the event that Air Canada or a Specialty Company is forced by statutory requirement to sell, lease, transfer or otherwise divest itself of its fleet or part thereof, Air Canada and any affected Specialty Company shall not oppose any application by the Association to secure and/or protect bargaining rights and successor rights for any pilots affected by the sale, lease, transfer or divestiture.

## **1.07 Single Employer Obligations / Separate Entities**

- .01** Air Canada will not initiate or support any common employer application before the Canada Industrial Relations Board with respect to **ACR** or **CRA** unless such application is supported by the Association.
- .02** Air Canada will not enter into any Pilot Crew Interchange Arrangement with **ACR** or **CRA**.

## **1.08 Code Sharing**

### **.01 General**

- .01** Air Canada's corporate policy is to ensure that Code Sharing arrangements are entered into for the purpose of advancing the interest of Air Canada, including Air Canada Pilots. This policy further confirms Air Canada's intention of ensuring that Code Sharing arrangements, on balance, will benefit the Air Canada Pilots as well as Air Canada.
- .02** The Company and the Association agree to maintain a joint sub-committee for the purpose of addressing issues related to Code Sharing and non-Canadian feeder airlines. Within this sub-committee, it is agreed that all matters pertaining to code sharing arrangements entered into with Star Alliance partners will be considered.

### **.02 Code Share on Routes within Canada**

In addition to the provisions of Article **1.08.01**, the following will apply in respect of Code Sharing on routes wholly within Canada:

- .01** Air Canada and its Affiliates shall not enter into any new Code Share arrangements with any Canadian air carrier unless mutually agreed with the Association.
- .02** Air Canada shall provide the Association with full particulars of presently existing Code Share arrangements within sixty **(60)** days of the ratification of this collective agreement.

- .03 Article **1.08.02.01** does not apply to Code Share arrangements with:
- (a) Air **NorTerra** provided that these flights continue to be **crewed** by pilots on the **CAIL** seniority list or pilots included in the successor bargaining unit;
  - (b) any Tier 3 Carriers;
  - (c) any air carrier for the purpose of complying with a statutory requirement.
- .04 .01 The Company shall ensure that the Company and its Affiliates are limited to Code Share arrangements with Tier 3 Carriers on **SP** aircraft only.
- .02 The Company shall further ensure that a minimum of one hundred **(100) ASMs** are flown at **AC/CAIL** for every two **(2) ASMs** of Code Share flying by Tier 3 Carriers.
- .05 Air Canada will not enter into Code Share arrangements on **flights** of an air carrier that are considered **cabotage** flight operations In Canada unless mutually agreed with the Association.

**.03 Transborder and International Code Sharing**

In addition to the provisions of Article **1.08.01**, Air Canada agrees to make all reasonable efforts to maintain its current **percentage** of **transborder** and international code share flying.

**1.09 Feeder Arrangements**

- .01 It is Air Canada's intention to grow Air Canada at least equitably to the growth of **ACR** and/or **CRA**. Air Canada agrees that the Company may only enter into or continue with "feeder" arrangements with **ACR** and/or **CRA** as they are currently constituted or as they may be constituted in the future.
- .02 Regional Aircraft
- .01 **ACR** and/or **CRA** may operate the following numbers and types of aircraft for the purpose of providing feed to the Air Canada network:
- (a) A combined **ACR/CRA** maximum of thirty-nine **(39) SJ** active **aircraft** as a baseline, subject to the following exceptions:
    - (i) **ACR** may continue to operate up to ten (10) **BAE146-100/200** aircraft;
    - (ii) In the event **CRA** is not divested, **CRA** may continue to operate the **F28** aircraft in accordance with the following schedule and numbers:
 

After ratification of this agreement	<b>29</b>
After December <b>31<sup>st</sup>, 2003</b>	<b>15</b>
After December <b>31<sup>st</sup>, 2005</b>	<b>0</b>
    - (iii) The aircraft flown in **(i)** and **(ii)** shall be included for the purpose of the calculation of the thirty-nine **(39) SJ** aircraft maximum in Article **1.09.02.01(a)**.



- (iv) The twenty-five **(25) CL-65** aircraft currently operated at Air Canada may only be transferred to **ACR/CRA**, or otherwise removed from the **AC/CAIL** fleet, upon inclusion of one **(1) NJ** or one **(1) WJ** aircraft in the Air Canada fleet for each **CL-65** aircraft being transferred.
  - (b) Any **SP** or **MP** aircraft.
- .02** **ACR/CRA** may operate one **(1)** additional **SJ** aircraft for each one and one-half **(1.5) WJ**, three **(3) NJ**, or six **(6) MJ** aircraft, or any prorated combination (e.g. two **(2) NJs** + two **(2) MJs**) added to the **AC/CAIL** fleet in excess of two hundred and fourteen **(214)** active **NJ** and **WJ** aircraft provided that:
- (i) on every occasion a **CL-65** is transferred from the **AC/CAIL** fleet to the **ACR/CRA** fleet, or are otherwise removed from the **AC/CAIL** fleet, the two hundred and fourteen **(214)** number will increase by one **(1)** until it reaches two hundred and thirty-nine **(239)**; and
  - (ii) only **WJ** active aircraft in excess of seventy **(7)1** are to be taken into account for the purposes of adding **SJ** to the **ACR/CRA** fleet; and
  - (iii) All twenty-five **(25) CL-65** aircraft have been transferred to **ACR/CRA** before adding **SJ** aircraft to **ACR/CRA** in excess of thirty-nine **(39)**.
- .03** In the event that active aircraft is/are removed from the **AC/CAIL** fleet, **SJ** active aircraft will also be removed from the **ACR/CRA** fleet using the same ratios.
- If the reduction in active aircraft at **AC/CAIL** is due to circumstances beyond Air Canada's control that are not recurring and are temporary in nature (i.e. less than six **(6)** months), the number of **SJ** aircraft at **ACR/CRA** need not be reduced. Should the circumstances not be resolved after six **(6)** months the number of **SJ** active aircraft at **ACR/CRA** must be reduced by the appropriate amount.
- .04** Should **CRA** be sold as a result of the mandatory sale process, the baseline established in Article **1.09.02.01(a)** will remain unchanged in order to protect feed to the **AC** network.
- .05** Air Canada shall ensure that **ACR/CRA** do not operate any international flying or **transborder** flying other than flights between Canada and the United States of America (excluding Alaska and Hawaii).
- .06** Air Canada shall ensure that **ACR/CRA** do not wet lease any aircraft other than **SP**, **MP**, or **SJ** aircraft. Any aircraft wet leased by **ACR/CRA** shall be considered to be operated by **ACR/CRA** for the purposes of any aircraft and **ASM** limitations.
- .07** Air Canada shall ensure that a minimum of one hundred **(100) ASMs** are flown at **AC/CAIL** for every twelve **(12) ASMs** flown by **ACR/CRA**. This limit will remain in effect if **CRA** is divested.

## 1.10 Specialty Companies

- .01** The **Company** shall ensure that the Company and its Affiliates do not create or other&e form any Specialty Company without the express written consent of the **Association**.
- .02** **Notwithstanding .01**, the Company may create a Low Cost Carrier (**LCC**) subject to the **following** provisions:
- (i) Pilots on the Air Canada Pilot System Seniority List shall do all flying performed by or on behalf of the **LCC**. Pilots performing flying on the **LCC** shall be covered by all provisions of this collective agreement except as modified by LOU **51**.
  - (ii) The **LCC** may only operate NJ **aircraft** in an all passenger, all Y class configuration that have a maximum certified seating capacity and maximum certified gross take-off weight not greater than that of the 737-700 aircraft.
  - (iii) The **LCC** may not operate any international flying or **transborder** flying other than flights between Canada and the United States of America (excluding Alaska and Hawaii).
  - (iv) The **LCC** may operate six **(6)** NJ aircraft.
  - (v) If the number of active **WJ** aircraft in the **AC/CAIL** fleet remains at or above seventy-one **(71)**, then the **LCC** may operate one **(1)** additional NJ aircraft for every two **(2)** active NJ or **WJ** aircraft added to the **AC/CAIL** fleet in excess of two hundred twenty-six **(226)** active **WJ** or NJ aircraft until the **AC/CAIL** active fleet reaches two hundred fifty-four **(254)** active **WJ** or NJ aircraft.
  - (vi) If the number of active **WJ** aircraft in the **AC/CAIL** fleet remains at or above seventy-one **(71)**, then the **LCC** may operate one **(1)** additional NJ aircraft for every ten **(10)** active NJ or **WJ** aircraft added to the **AC/CAIL** fleet in excess of two hundred fifty-four **(254)** active **WJ** or NJ aircraft.
  - (vii) In the event that the number of active aircraft in the **AC/CAIL** NJ and **WJ** fleet decreases, the **LCC** must, unless the **Association** agrees otherwise, reduce the number of jet aircraft that it operates until it is less than or equal to the number of jet aircraft permitted by the calculations set out above.

## 1.11 Wet Leasing

- .01** Wet easing will be **utilized** by the Company and/or Specialty Company only in cases **of** a need for service to the public of a temporary nature and where the Company and/or a Specialty Company is unable to provide that service with its own **aircraft** and/or crews.

- .02** In the event that wet leasing becomes necessary in accordance with paragraph **.01** above, the Company ~~and/or~~ the Specialty Company will notify the Association prior to making such arrangements and after consultation, the Association and the Company will mutually determine the method of distribution of compensation for the wet lease in accordance with one of the following.
- .01** The appropriate amount of wet lease credits will be placed in open time for awarding to pilots using the open time awarding procedure; or
  - .02** The appropriate amount of wet lease credits will be placed in each pilots bank, or in the case of pilots with no bank action, cash cleared; or
  - .03** Any other method mutually agreed to by the Company or Specialty Company and the Association.
  - .04** In the event no agreement is reached, compensation for the wet lease shall be distributed in accordance with **1.11.02.02** above.
- .03** In the event that a rate of pay for the wet lease equipment is not covered by this Agreement, the Company or Specialty Company will consult with the Association to determine an applicable rate of pay, otherwise Article **13**, New Equipment, will apply.

#### **1.12 ASM Ratios**

For the purpose of calculating **ASM** ratios, the following will apply:

- .01** Air **Canada/CAIL ASM's** will exclude **ASM's** attributed to Affiliates or Specialty Companies.
- .02** In the event of a merger:
  - (i)** Air **Canada/CAIL** mainline **ASM's** will be consolidated with the mainline **ASM's** of the New Carrier;
  - (ii)** **ACR/CRA ASM's** will be consolidated with the New Carrier's Regional Airline **ASM's**;
  - (iii)** Air **Canada/CAIL** Tier 3 **ASM's** will be consolidated with the New Carrier's Tier 3 operations **ASM's**;
  - (iv)** The new **AC/CAIL** Carrier will ensure that the same minimum **ASM** ratio outlined in Article **1.09.02.07** will be maintained with the new **ACR/CRA** Regional Carrier **ASM's**;
  - (v)** The new **AC/CAIL** Carrier will ensure that the same minimum **ASM** ratio outlined in Article **1.08.02.04.02** will be maintained with the new **AC/CAIL** Tier 3 operations.

#### **1.13 Franchise Arrangements**

The Company will not enter into franchise arrangements with another air carrier on flights originating from Canada or with a final destination in Canada without the consent of **ACPA**.

#### 1.14 Pilot Crew Interchange

The Company will not enter into any Pilot Crew Interchange Arrangement without the consent of **ACPA**.

#### 1.15 Realignment of Routes and Aircraft Purchase

Within fifteen **(15)** days of the decision by the Company or a Specialty Company to purchase, lease, park or sell aircraft or to realign routes presently operated by the Company or the Specialty Company, whether by the addition or deletion of certain routes or segments of routes, the Company will meet with the Association for the purpose of discussing any conditions relating to such realignment.

#### 1.16 Notice and Information

##### .01 Merger Information

.01 Within ten (10) days of the Company's decision to effect or enter into a Merger, the Company will notify the Association of the same and will provide updates as significant information becomes available.

.02 Any confidential information shared with the Association in relation to a Merger will be the subject of a proper confidentiality undertaking.

##### .02 Code Share Information

.01 It is understood that the Association requires information in order **for** it to track the overall effect these arrangements **have** on its members.

Furthermore, Air Canada **recognizes** the important role that Star Alliance Code Sharing has on the futures of Air Canada Pilots. Consequently, it is in both parties' mutual interest **to** exchange information and issues of mutual concern related to code sharing with the Star Alliance partners. Such information will be exchanged at the Code Share Committee Meetings outlined in Article **1.08.01.02**. The parties will schedule meetings following the semi-annual STAR Alliance CEO meetings to address issues relevant to the Air **Canada** Pilots that emanate from such meetings. The Company will also continue to support proposals to have a representative of the Association's choice present at Star Alliance meetings.

.02 As a result, the Company shall provide the Association with full written disclosure of the following information covering Code Sharing agreements:

.01 All present flights and frequencies.

.02 **ASMs** by flight segment.

.03 **ATMs** by flight segment.

.04 All flight segments where Code Sharing, or like **arrangements**, are in effect, showing the combined number of **ASMs** and **RTMs** which are available, broken down into frequencies operated by Air Canada and frequencies operated by the Code Sharing partner airline.

.05 Any other information that is requested by the Association and can be shown to be necessary to monitor the impact **of these** arrangements on Air Canada pilots,

The Company will provide the Association with updates of the above Information on a quarterly basis by the 1 5<sup>th</sup> of February, May, August, and November of each year.

- .03 It is acknowledged that this commercial Information is of a highly sensitive and competitive nature and accordingly, **ACPA** agrees that any such information will not be disclosed to any person other than the **MEC** or Code Share committee members.

#### **1.17 Interpretation**

The provisions of Article 1 apply at all times and in all cases unless otherwise mutually agreed between the parties and shall be interpreted in accordance with the following:

- .01 Nothing in the provisions of Article 1 shall be interpreted to cover transactions (including mergers, acquisitions, divestitures, change of ownership or control) that do not affect or are not likely to affect the Air Canada pilots.
- .02 Statutory requirements shall supersede any provisions contained in Article 1 that are contrary to such **statutory** requirements.

## ARTICLE 2 - DEFINITIONS

As used in this Agreement, all masculine pronouns shall be read to include the feminine, the term:

- 2.01** "Pilot" means Captain, Reserve Captain, First Officer, Reserve First Officer, Second Officer, and Reserve Second Officer, Relief Pilot and Reserve Relief Pilot as defined herein.
- 2.02** "Reserve Pilot" means a Reserve Captain, Reserve First Officer, Reserve Second Officer or Reserve Relief Pilot who has been checked out and designated to serve as such by the Company in the applicable status, but who does not currently hold a block selection at the base.
- 2.03** "Captain" means a pilot who is in command of the aircraft and its crew members while on flight duty, and who is responsible for the manipulation or who manipulates the flight controls of an aircraft while under way, including the take-off and landing of such aircraft and who is properly qualified and designated by the Company as a Captain and holds current effective Ministry of Transport and other governmental certificates **authorizing** him to serve as such pilot.
- 2.04** "First Officer" means a pilot who is second in command of an aircraft and its crew members while on flight duty and whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft, and who is properly qualified to serve as and holds currently effective Ministry of Transport and other governmental certificates **authorizing** him to serve as such First Officer.
- 2.05** "Second Officer" means a pilot who is third in command of the aircraft and its crew members while on flight duty and whose duty is to assist the Captain and First Officer, and who is properly qualified, according to Company requirements, to serve as such, and who holds currently effective Ministry of Transport and other governmental certificates including a valid Commercial Pilot License **authorizing** him to act in this capacity.
- It is agreed that the third crew member shall be a pilot who is on the Pilots' System Seniority List and who holds at least a Commercial license and held a valid instrument rating when initially assigned to Second Officer status.
- It is agreed that equipment assignment requirements for the third crew member shall be filled in accordance with the provisions of Article **25** of the Pilots' Agreement.
- In order to assist the Captain or the First Officer in the event of incapacitation, the Second Officer will receive the First Officer ground school and sufficient right seat training to make him familiar with the other pilots' functions.
- 2.06** "Day Flying" means all flying between the hours of **6:00 a.m.** and **6:00 p.m.** Standard Time, and "Night Flying" means all flying between the hours of **6:00 p.m.** and **6:00 a.m.** Standard Time. In all cases, the time of departure used herein shall be the time of block departure of the airplane. When changes in the regional time occur in flight, the regional time at the **station** of last take-off shall be used in computing the day and night flying time for that leg of the trip,

- 2.07 "Flight Pay" or "Flying Pay"** means hourly base pay, hourly, mileage, gross weight, overseas and **nav-aid** pay if applicable, on scheduled and extra sections flights and the following non- scheduled flights, namely: publicity, charter, scenic; attempts; aircraft ground movement, **re-routed** flights: ferries; engine, instrument, plane and radio test flights; experimental, survey, proving and airway aid test flights; for which pilots receive pay in accordance with pay differentials outlined in this Agreement.
- 2.08 "Block Selection"** means a monthly unit of flying time within a pilot base not exceeding seventy-eight **(78)** hours. "Blockholder" means a pilot who currently holds a block selection at his base.
- 2.09 "Monthly Assignment"** means the block selection or reserve duty selection awarded to a pilot.
- 2.10 "Block to Block" or "Flight Time,"** means the elapsed time between actual ramp departure and ramp arrival.
- 2.11 "Vacancy"** means an available pilot position.
- 2.12 "Base" or "Domicile"** means a station which is the common domicile of a pilot or group of pilots from which scheduled and non- scheduled flying is accomplished.
- 2.13 .01 "Pilot Status"** means the pilot capacity in which a pilot is serving, **i.e.,** Captain, First Officer or Second Officer.
- .02 "Equipment Status"** means the equipment and pilot status which a pilot holds in his -monthly assignment, e.g. **DC-9 First Officer**, etc.
- .03 "Adversely Affected Pilot" is one who is to be reduced** in bid status.
- 2.14 "Month" for the purpose of pay and flight time limitation** shall be as laid down in **(.01)** to **(.12)** following:
- .01 January** shall be the period January **1** to January **30** inclusive **(30 days)**.
- .02 February** shall be the period January **31** to March 1 inclusive **(30 days; in a leap year, 31 days)**.
- .03 March** shall be the period March 2 to April 1 inclusive **(31 days)**.
- .04 April** shall be the period April 2 to May 2 inclusive **(31 days)**.
- .05 May** shall be the period May 3 to June 1 inclusive **(30 days)**.
- .06 June** shall be the period June 2 to July 1 inclusive **(30 days)**.
- .07 July** shall be the period July 2 to July **31** inclusive **(30 days)**.
- .08 August** shall be the period August **1** to August **30** inclusive **(30 days)**.
- .09 September** shall be the period August **31** to September **29** inclusive **(30 days)**.
- .10 October** shall be the period September **30** to October **30** inclusive **(31 days)**.

.11 **November** shall be the period October **31** to November **30** inclusive (**31** days).

.12 **December** shall be the period December 1 to December **31** inclusive (**31** days).

**2.15 "Year"** means a complete calendar year.

**2.16 "Overseas Operations"** means any flying operation conducted from any point on the North American continent to any landing point more than four hundred and thirty-five (**435**) nautical miles outside the boundary of said North American continent; or any flying operation conducted between any points more than four hundred and thirty-five (**435**) nautical miles outside such boundary; and such other flying operations not now included herein which may be mutually agreed upon between the Company and the Association to be overseas operation. For the purpose of this Agreement, the line in red shown on the map signed by and filed with both parties to this Agreement on April **3, 1981**, shall be deemed to be a line four hundred and thirty-five (**435**) nautical miles outside the boundary of the North American continent. All points and places shown as outside the red line on this map shall be deemed to be more than four hundred and thirty-five (**435**) nautical miles outside the boundary of the continent and all points shown as inside the red line on the said map shall be deemed to be within four hundred and thirty-five (**435**) nautical miles of the boundary of the continent. (See Article **8.06**)

**2.17 "Domestic Operations"** means all flying operations not specifically defined as overseas operations.

**2.18 "System"** means all flying operations conducted by the Company.

**2.19 "Mile"** means a nautical mile of **6,080** feet.

**2.20 "Voluntary Makeup"** is flying offered to and accepted by a pilot and for which he is legal. Such flying may be at or away from a pilot's domicile. Such flying may take place preceding, during or as an extension of a duty period, and in accordance with the limitations outlined in Article **17** of this Agreement, or may take place during what would otherwise be off-duty time.

**2.21 "Draft"** is the assignment of a pilot to flight duty for which he was not scheduled as outlined in Section **16**.

**2.22 "Service as a Pilot (line service)"** for the purpose of this agreement shall commence upon completion of a pilot's initial training with the Company or a period of ninety (**90**) days from commencement date of pilot training, whichever occurs first. However, if the period of pilot training extends beyond ninety (**90**) days through no fault of the Company the actual date of completion of training will apply.

**2.23 "Co-Terminal"** Those airports serving the same metropolitan area into which the Company operates.

**2.24 "System Seniority"** means the same as seniority as defined in Article **22.01**.



## **2.25 "Reserve 48 and 96 Hour Off-Duty Period"**

- .01 **"Regular 48"** - A forty-eight (48) hour off-duty period which is scheduled two times per month: once as a separate 48 hour period and once in conjunction with an optional 48 hour period [i.e., one ninety-six (96) hour off-duty period].
- .02 **"Optional 48"** - A scheduled forty-eight (48) hour off-duty period scheduled twice a month, which a pilot may choose to work.
- .03 **"Guaranteed 48"** - Two forty-eight (48) hour off-duty periods which shall not be subject to change, except as provided in Article 17.07.
- .04 **"96 Hour Off-Duty Period"**. An off-duty period in which one forty-eight (48) hour period therein shall be either a Regular forty-eight (48) hour or a Guaranteed forty-eight (48) hour and the other forty-eight (48) hour shall be an Optional forty-eight (48) hour period.

**2.26 "Long Range Flying"**: Flying that crosses more than four (4) one (1) hour time zones in one duty period.

**2.27 "Augmentation Pilot"**: A Captain or First Officer who is fully qualified on type and who holds a current Captain or First Officer position and whose duty it is to provide in-flight relief for the operating Captain and First Officer in order to extend the flight duty time as per Article 17.04.02. Where two augmentation pilots are **utilized**, the designated Captain will determine the chain of command. A pilot relieving the Second Officer must be qualified as Second Officer on type.

**2.28 "Relief Pilot"**: A pilot who is fully trained to the successful completion of a IA PPC, holds a Relief Pilot position on the aircraft type and is **utilized** solely for the purpose of providing in flight relief for the Captain and First Officer in order to extend flight deck duty time as per Article 17.04.02. The relief pilot requalification program will be as approved by the Minister of Transport and will include evaluation of the piloting skills and other duties required of a relief pilot.

NOTE: Pay will be equivalent to that of a Second Officer as per Article 9.01.

**2.29 "Flight Deck Duty Time"** means the total time spent by a flight crew member at a flight crew member position in an aeroplane during flight time.

## **2.30 "Onboard Crew Rest Facilities"**

These facilities shall **be** for the exclusive **use** of the pilots, and shall be located to provide quick access to the flight deck.

- .01 **"Flight Relief Seat"** - a comfortable, fully reclining **seat** for each relief pilot separated and screened from the passengers and flight deck, equipped with adequate airflow, a call **device** enabling the flight deck to immediately summon the resting crew member, a sleep restraint, portable oxygen, and not subject to distraction from noise (particularly random noise), movement or vibration in the cabin. Approval of this seat will **be** by mutual agreement between the Company and the Association.

Note: It is agreed that the single seat in the last row of the J class cabin as configured in **1996** on the **B-767-ER** constitutes a Flight Relief Seat.

- .02** "Flight **Relief Bunk**" - a bunk for each resting crew member which meets, as a minimum, the requirements set out in **SAE ARP4101/3** "Crew Rest Facilities" and is free from sources of noise (particularly random noise). Approval of this bunk will be by mutual agreement between the Company and the Association.

Note: The **A340** crew bunks will be located immediately behind the cockpit area as recommended by **Airbus** industry.

### **2.31 "Operational Delays"**

Delays that are beyond the control of the air operator, such as **unforecast adverse** weather, equipment malfunctions and **air traffic** control delays.

### **2.32 "Scheduled Flight Time"**

Scheduled Flight Time for planning purposes is considered to be **unrealistic** if the maximum flight duty time on a particular route is exceeded on more than **10%** of occasions on a semi-annual basis, coinciding with the summer and winter schedule changes. The Company shall take appropriate action to ensure that planning is realistic and the flight or series of flights is completed within the maximum allowable flight duty time.

### **2.33 "DMM"**

Designated Monthly Maximum – The maximum number of hours a pilot may be blocked in one block month.

### **2.34 "CARS"**

Canadian Aviation Regulations,

### **2.35 "Acting Check Pilot (ACP)"**

A pilot ~~on the~~ Air Canada Pilots' System Seniority List who ~~holds~~ an active position as per (he ~~conditions~~ outlined in ~~Article 25~~ and is temporarily assigned to Check Pilot duties. ~~This does~~ not include ground school Instructors and ~~contract Instructors~~ who are not "active" pilots.

### **2.36 "Acting Flight Instructor (AFI)"**

A pilot on the Air Canada Pilots' System Seniority List who holds an **active** position as per the conditions outlined in ~~Article 25~~ and ~~is~~ temporarily assigned to Flight Instructor duties. This does not ~~include~~ ground ~~school Instructors~~ and contract ~~Instructors~~ who are not "active" pilots.

### **2.37 "Line Indoctrination Training Captain (LITC)"**

A pilot on the Air Canada Pilot's System Seniority List who holds an active position as per the **conditions** outlined in Article **25** who is selected to provide line indoctrination instruction.

### **2.38 "Permanent Management Pilot"**

A **pilot** on the Air Canada Pilot's System Seniority List as described under Article **21** and Article **25.14**, who is deemed "inactive" in accordance with Article **25.01.03.01** of the Collective Agreement.

### **ARTICLE 3 - HOURLY BASE PAY - ALL PILOTS**

- 3.01** Each pilot shall receive ~~either~~ an hourly base pay to be included as a component of flying pay or salary ~~where~~ indicated in accordance with his total accredited ~~service~~ with the Company as a pilot as indicated below. Second Officers and ~~Relief~~ Pilots ~~will~~ progress to tenth year hourly base pay. Captains and First Officers to ~~twelfth~~ year.

Pilots on flat salary as of the date of ratification of this agreement will be paid the greater of their salary at ratification including any incremental pay increases and negotiated pay increases, or as ~~detailed~~ below

#### **Flat Salary Connector Pilots**

Pilots ~~transitioning~~ from Air Canada Connector Airline to the Air Canada Pilots' System Seniority List will be credited with a maximum of four (4) years of Air Canada service, in ~~yearly~~ increments, having earned such equivalent service wholly at an Air Canada Connector Airline. Service credited will be solely for the purposes of pay parameters, as outlined below, and for ~~Employee~~ vacation entitlements. The waiting period (6 months) will be waived for ~~free~~ and reduced ~~rate~~ travel benefits. ~~Connector~~ service ~~will~~ be applied as follows:

<b><u>Actual Connector Airline length of service</u></b>	<b><u>Equivalent Service Credit</u></b>
0 -- 11 months	0 years Credit
12 -- 23 months	1 year Credit
24 -- 35 months	2 years Credit
36 -- 47 months	3 years Credit
48 months or greater	4 years Credit

#### **.01 Flat Salary-All Pilots Effective April 2, 2000**

<b><u>Period</u></b>	<b><u>Less a n 2 years Credit</u></b>	<b><u>2 years Credit</u></b>	<b><u>3 years Credit</u></b>	<b><u>4 years Credit</u></b>
1 -- 12th Month	\$3,467.07	\$4,089.77	\$4,289.30	\$4,488.78
13 -- 24 <sup>th</sup> Month	\$3,938.75	\$4,289.30	\$4,488.78	\$4,688.36
25 -- 36 <sup>th</sup> Month	\$4,230.07	\$4,438.97	\$4,638.40	\$4,837.92

#### **Effective April 2, 2001**

<b><u>Period</u></b>	<b><u>Less a n 2 years Credit</u></b>	<b><u>2 years Credit</u></b>	<b><u>3 years Credit</u></b>	<b><u>4 years Credit</u></b>
1- 12th Month	\$3,571.08	\$4,212.46	\$4,417.98	\$4,623.44
13 -- 24 <sup>th</sup> Month	\$4,056.91	\$4,417.98	\$4,623.44	\$4,829.01
25 -- 36 <sup>th</sup> Month	\$4,356.97	\$4,572.14	\$4,777.55	\$4,983.05

**Effective April 2, 2002**

<u>Period</u>	<u>Less than 2 years Credit</u>	<u>2 years Credit</u>	<u>3 years Credit</u>	<u>4 years Credit</u>
1 – 12th Month	\$3,660.36	\$4,317.77	\$4,528.43	\$4,739.03
13 – 24 <sup>th</sup> Month	\$4,158.33	\$4,528.43	\$4,739.03	\$4,949.74
25 – 36 <sup>th</sup> Month	\$4,465.89	\$4,686.44	\$4,896.99	\$5,107.64

**Effective April 2, 2003**

<u>Period</u>	<u>Less than 2 years Credit</u>	<u>2 years Credit</u>	<u>3 years Credit</u>	<u>4 years Credit</u>
1 – 12th Month	\$3,751.87	\$4,425.71	\$4,641.64	\$4,857.51
13 – 24 <sup>th</sup> Month	\$4,262.29	\$4,641.64	\$4,857.51	\$5,073.48
25 – 36 <sup>th</sup> Month	\$4,577.54	\$4,803.60	\$5,019.41	\$5,235.33

\* MONTHLY Salary (all other figures are hourly base pay)

Note: Only Second **Officers** and Relief Pilots proceed to 25<sup>th</sup> to 36<sup>th</sup> month.

**.02 Hourly Base Pay -All Pilots**

<u>Period</u>	<u>April 2, 2000</u>	<u>April 2, 2001</u>	<u>April 2, 2002</u>	<u>April 2, 2003</u>
3 <sup>rd</sup> year	\$20.92	\$21.55	\$22.09	\$22.64
4 <sup>th</sup> year	\$22.61	\$23.29	\$23.87	\$24.47
5 <sup>th</sup> year	\$24.22	\$24.95	\$25.57	\$26.21
6 <sup>th</sup> year	\$25.95	\$26.73	\$27.40	\$28.09
7 <sup>th</sup> year	\$27.57	\$28.40	\$29.11	\$29.84
8 <sup>th</sup> year	\$29.33	\$30.21	\$30.97	\$31.74
9 <sup>th</sup> year	\$30.99	\$31.92	\$32.72	\$33.54
10 <sup>th</sup> year	\$32.67	\$33.65	\$34.49	\$35.35
11 <sup>th</sup> year	\$34.32	\$35.35	\$36.23	\$37.14
12 <sup>th</sup> year	\$35.99	\$37.07	\$38.00	\$38.95
13 <sup>th</sup> year				\$40.76
14 <sup>th</sup> year				\$42.58

**3.02** A pilot who is qualified as a Captain one year after his Flight Staff Employment **date with** Air Canada will be entitled to normal formula pay in accordance with his qualified position and his accumulated years of service only if his seniority entitles him to hold such a position, as determined by the **CMSC**. The hourly base pay amount will be as follows:

<b><u>Period</u></b>	<b><u>April 2, 2000</u></b>	<b><u>April 2, 2001</u></b>	<b><u>April 2, 2002</u></b>	<b><u>April 2, 2003</u></b>
	<b>\$19.25</b>	<b>\$19.83</b>	<b>\$20.33</b>	<b>\$20.84</b>

**3.03** Accredited service for pay purposes shall not accrue:

- .01** during any period of furlough;
- .02** during that portion of any continuous leave of absence without pay in excess of thirty **(30)** days; except that
  - .01** leaves granted to permit attendance of pilots at conferences with the Company will be considered as continuous service, and
  - .02** leaves granted to permit pilots to attend any conferences with Company permission will be considered as continuous service.

#### ARTICLE 4 • HOURLY PAY • CAPTAINS

**4.01** In addition to hourly base pay, each pilot when serving as Captain shall be paid hourly flying pay at rates based upon the equipment flown and whether such flying is day or night, as follows:

<u>Period</u>	<u>April 2, 2000</u>		<u>April 2, 2001</u>	
	<u>Day</u>	<u>Night</u>	<u>Day</u>	<u>Night</u>
CL-65 *	\$24.5619	\$26.8880	\$25.2988	\$27.6946
DC-9	\$75.3776	\$98.7213	\$77.6389	\$101.6829
B-737	\$79.3151	\$102.6588	\$81.6946	\$105.7386
A-319/320	\$86.5410	\$109.8851	\$89.1372	\$113.1817
B-767	\$80.9188	\$105.4436	\$83.3462	\$108.6069
A-330/340	\$87.1536	\$113.6357	\$89.7682	\$117.0448
B-747	\$87.1536	\$113.6357	\$89.7682	\$117.0448
B-747-400	\$93.4044	\$116.7480	\$96.2065	\$120.2504

<u>Period</u>	<u>April 2, 2002</u>		<u>April 2, 2003</u>	
	<u>Day</u>	<u>Night</u>	<u>Day</u>	<u>Night</u>
CL-65*	\$25.9313	\$28.3870	\$26.5796	\$29.0967
DC-9	\$79.5799	\$104.2250	\$81.5694	\$106.8306
B-737	\$83.7369	\$108.3820	\$85.8303	\$111.0917
A-319/320	\$91.3656	\$116.0112	\$93.6497	\$118.9115
B-767	\$85.4301	\$111.3221	\$87.5659	\$114.1052
A-330/340	\$92.0124	\$119.9709	\$94.3127	\$122.9702
B-747	\$92.0124	\$119.9709	\$94.3127	\$122.9702
B-747-400	\$98.6117	\$123.2567	\$101 .0770	\$126.3381

\* Note: For the purposes of establishing CL-65 Captain rates for the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> year, pursuant to Article 7.12, and CL-65 First Officer Rates pursuant to Article 9.

**ARTICLE 5 - MILEAGE PAY - CAPTAINS**

**5.01** Each pilot, when serving as Captain shall, in addition to other rates compensation stipulated in this Agreement, be paid mileage pay based on the speed of the aircraft being flown as specified in Article **5.02** as follows:

<b><u>Period</u></b>	<b><u>April 2, 2000</u></b>	<b><u>April 2, 2001</u></b>	<b><u>April 2, 2002</u></b>	<b><u>April 2, 2003</u></b>
	9.1678¢	9.4428¢	9.6789¢	9.9209¢

**5.02** The speed for mileage purposes shall be **460** knots for **CL-65** series aircraft, **470** knots for Douglas **DC-9** series, **B737** series and **Airbus A-319/320** series, **485** knots for Boeing **767** series and **Airbus A-330/340** series, and **530** knots for Boeing **747** series aircraft.

Effective April **2<sup>nd</sup>**, **2001** the speed for mileage purposes for the following series of aircraft shall be:

<b>B747/400</b>	<b>534</b> Knots
<b>B747</b>	<b>534</b> Knots
<b>A330/340</b>	<b>501</b> Knots
<b>B767</b>	<b>510</b> Knots
<b>A319/320</b>	<b>487</b> Knots
<b>B737</b>	<b>498</b> Knots
<b>DC9</b>	<b>498</b> Knots
<b>CRJ</b>	<b>491</b> Knots

**5.03** Total mileage shall be computed by multiplying the total number of hours credited as flown (schedule time or actual time, whichever is greater) during the month by the rated speed of the aircraft flown as stipulated in Article **5.02**.

#### **ARTICLE 6 - GROSS WEIGHT PAY, CAPTAINS**

- 6.01** Each pilot when serving as Captain shall be paid, in addition to other rates of compensation stipulated in this agreement, gross weight pay in accordance with the maximum certificated gross weight of the Company's aircraft as follows:

<b><u>Period</u></b>	<b><u>April 2, 2000</u></b>	<b><u>April 2, 2001</u></b>	<b><u>April 2, 2002</u></b>	<b><u>April 2, 2003</u></b>
	9.1678¢	9.4428¢	9.6789¢	9.9209¢

for each 1,000 pounds of the certified gross weight of the aircraft for each hour flown,

For the purpose of computing maximum gross weight pay, the total weight figure to the nearest 1,000 pounds shall be used.

- 6.02** For the purpose of this Article, gross weight of airplanes for pay is as follows:

Effective April 2, 1998

#### **Pounds**

CL-65.....	51,000
Douglas DC-9 .....	108,000
Boeing 737 .....	123,000
A-319/320.....	162,000
Boeing 767 .....	344,000
A-330/340.....	589,000
Boeing 747 .....	755,000
Boeing 747-400.....	870,000

NOTE: For calculation of minimum guarantee:

B-767 .....	355,000
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Effective April 2, 2001

#### **Pounds**

CL-65.....	51,300
Douglas DC-9 .....	109,000
Boeing 737 .....	128,600
A-319/320.....	167,300
Boeing 767 .....	409,000
A-330/340.....	608,250
Boeing 747 .....	803,000
Boeing 747-400.....	873,000



## **ARTICLE 7 – PAY - GENERAL**

**7.01** In computing the hours of pilots for flying pay purposes on all types of flights for which flying pay is applicable, the published schedule time from block to block for the equipment being flown or the actual time from block to block, whichever is greater, shall be used. Where there is no published schedule in effect for the equipment being flown, then the block to block times established for planning purposes shall be considered as the schedule time for pay purposes. In the case of ahead-of-schedule arrivals on any flight leg for which bonuses and/or special credits apply, the credits shall be calculated as though the last flight leg actually flown was flown according to schedule.

**7.02** When a change in calendar date occurs **enroute**, the pilot's originating date shall be considered the date on which date the flight was made and to which date all time for the flight shall be credited. In the event of delayed operations at the end of a month, the pilot's scheduled originating date shall be considered the date on which the flight was made and to which all credits for the flight shall be applied.

### **7.03 Calculation of Monthly Pay**

Each pilot shall be credited with the greater of his minimum guarantee, or his actual flight time and credits, to a maximum of the designated monthly maximum or seventy-eight hours **(78:00)**, whichever is greater, in any one month.

**.01** A pilot's monthly pay shall be credited to the pilot as the lesser of:

- day and night time as earned up to the designated monthly maximum or seventy-eight hours **(78:00)**, which ever is greater; or
- his pro-rated monthly maximum.

The excess, if any, over the designated monthly maximum or seventy-eight hours **(78:00)**, whichever is greater, shall be credited to the pilot's bank.

**.02** When a pilot's monthly flight time and credits are less than the greater of the designated monthly maximum or seventy-eight hours **(78:00)**, under the provision of Article **7.03**, any credit in his bank will be used to increase his flight time and credits up to a maximum of the greater of the designated monthly maximum or seventy-eight hours **(78:00)**. Under this provision, the bank credit shall be applied to the minimum guarantee hours specified in Article **10**.

**.03** When a pilot's bank is debited, the time credited to the pilot shall be night, domestic, at maximum gross weight of the equipment for which the credit applies.

**.04** Notwithstanding the provisions of Article **7.03**, the total earned overseas operations and **nav-aid** pay will be credited to the pilot in the month in which the flight originated.

- .05 In the event of leave of absence without pay, off-duty status without pay, leave of absence in the case of sickness, furlough, or termination of employment as a pilot, a pilot may elect to have his pay adjusted to include any remaining bank credit.
- .06 In the event of equipment conversion and/or a change in pilot status, bank credits will be carried forward and converted to hours and minutes in relation to the pilot's new equipment and/or status rates.

#### 7.04 Flights Overlapping Month

In the event a flight(s) overlaps the end of the month, time accrued in the originating month will be credited and paid up to the designated monthly maximum or seventy-eight hours (**78:00**), whichever is greater, and any excess shall be credited to the pilot's bank. Time accrued in the new month will be credited and paid in that month.

#### 7.05 Captain Serving as **First Officer, Relief Pilot** or **Second Officer**

When a pilot holding a Captain monthly assignment is assigned at the request of the Company to serve as a First **Officer**, Second Officer, or Relief Pilot, he shall, in addition to his hourly base pay, receive hourly, mileage, gross weight, and overseas pay, and any other pay/credits, if applicable, at Captain rates, except as otherwise provided in this Agreement.

#### 7.06 First Officer **Serving** as Relief Pilot or Second Officer

When a pilot holding a First Officer monthly assignment is assigned at the request of the Company to serve as a Second Officer or Relief Pilot, he shall, in addition to his hourly base pay, receive hourly, mileage, gross weight, and overseas pay, and any other **pay/credits, if** applicable, at First Officer rates, except as otherwise provided in this Agreement.

#### 7.07 First Officer Serving as Captain

When a pilot holding a First Officer monthly assignment flies as Captain during the month, his flight pay for the month will be the greater of:

- .01 Captain minimum guarantee for the month in accordance with Article **10.06**; OR
- .02 His actual flight pay during the period served as a First Officer, plus, during the period served as Captain, or Reserve Captain, the greater of:
  - .01 his actual flight pay; **OR**
  - .02 the flights in his First Officer block as though they had been flown according to schedule during the period.

### 7.08 Second Officer Serving as **First Officer**

When a pilot holding a Second Officer monthly assignment flies as a First Officer during the month, his Right pay for the month will be the greater of:

- .01 First Officer minimum guarantee for the month in accordance with Article **10.07**;  
OR
- .02 His actual flight pay during the period served as a Second Officer, plus, during the period served as a First Officer, the greater of:
  - .01 his actual flight pay; OR
  - .02 the flights in his Second **Officer** block as though they had been flown according to schedule during the period.

### 7.09 Monthly **Pay** Advance

A monthly pay advance in the following amounts will be distributed on approximately the **1st** banking day of each current month.

Captains:	<b>\$3,500</b>
First Officers and <b>CL-65</b> Captains:	<b>\$2,500</b>
Second Officers, Relief Pilots:	<b>\$2,000</b>
<b>CL-65 First Officers:</b>	<b>\$1,500</b>

The advance will be applied against the subsequent pay cheque paid in the next month normally no later than the **17<sup>th</sup>** day of that month.

Example: First banking day in May-Pay advance for the month of May  
May **17<sup>th</sup>** → Final pay for the month of April

### 7.10 Captains Flying With Left-Seating First Officers

All Captains flying with a left-seating First **Officer** for the purposes of Captain upgrade training (as described In Article **14**) will have all pay parameters increased by five percent (**5%**) for all pairings performed in this capacity including all applicable **THG** and **DPG**.

### 7.11 Line Indoctrination Training Captains

A Captain selected to provide line indoctrination instruction will be given appropriate training according to Company and Transport Canada requirements. Captains engaged in line indoctrination duties will be paid twenty dollars (**\$20**) per hour in addition to normal rates of pay for all complete pairings (including any **THG** and **DPG**) or part pairings (including any applicable **DPG**) performing these duties.

### 7.12 **CL-65** Captain Pay Rates

Formula pay rates for **CL-65** Captains will be equivalent to **A-319/320** First **Officer** pay rates based on the applicable years of service from the **5<sup>th</sup>**, to the **12<sup>th</sup>**, year (effective April **2, 2003** **14<sup>th</sup>** year), inclusive.

### 7.13 Retired Equipment

- .01 Effective the block month following the removal of all aircraft in a fleet type, those pilots qualified on type shall be paid the greater of the following until qualified on another equipment type:
  - .01 The daily average flying pay during the previous three **(3)** block months where flying credits were in excess of Reserve Minimum Monthly Guarantee **(MMG 70:00)** (exclusive of leaves of absence without pay) including overseas and **nav-aid** pay. This daily average shall be adjusted to include negotiated pay increases and any incremental pay increases.
  - or
  - .02 Reserve Minimum Monthly Guarantee **(MMG 70:00)**
- .02 Pilots who do not hold an awarded position as a result of being posted off pending retirement in accordance with Article **25**, subject to mutual agreement between the pilot and the Company, may **re-qualify** to another equipment type on which the pilot was previously qualified. Rates of pay for pilots who **re-qualify** to a lower rated position under this provision will be protected at the higher rate of **pay**.

### 7.14 Overtime Premium

In any month where a pilot's flight time credits exceed seventy-eight hours **(78)**, those hours in excess of seventy-eight **(78)**, less any credits applied from the pilot's bank, will attract a fifty percent **(50%)** overtime premium, which will be cash cleared.

**ARTICLE 8 • OVERSEAS OPERATIONS PAY – CAPTAINS, FIRST OFFICERS, SECOND OFFICERS, AND RELIEF PILOTS**

**8.01** Each pilot when serving as Captain, who flies on the Company's overseas operations shall, in addition to other rates of compensation outlined in this Agreement, be paid for each hour of such flying during the month as follows:

<u>Period</u>	<u>April 2, 2000</u>	<u>April 2, 2001</u>	<u>April 2, 2002</u>	<u>April 2, 2003</u>
	\$10.4095	\$10.7218	\$10.9898	\$11.2646

**8.02** Each First Officer who flies on the Company's overseas operations shall, in addition to other rates of compensation outlined in this Agreement, be paid for each hour of such flying during any month as follows:

<u>Period</u>	<u>April 2, 2000</u>	<u>April 2, 2001</u>	<u>April 2, 2002</u>	<u>April 2, 2003</u>
	\$5.6771	\$5.8475	\$5.9936	\$6.1435

**8.03** Each Second Officer or Relief Pilot who flies on the Company's overseas operations shall in addition to other rates of compensation outlined in this Agreement, be paid for each hour of such flying during any month as follows:

<u>Period</u>	<u>April 2, 2000</u>	<u>April 2, 2001</u>	<u>April 2, 2002</u>	<u>April 2, 2003</u>
	\$3.7853	\$3.8968	\$3.9963	\$4.0962

**8.04** The provisions of Article 8 of this Agreement shall apply only to those pilots who receive compensation under the formula pay system.

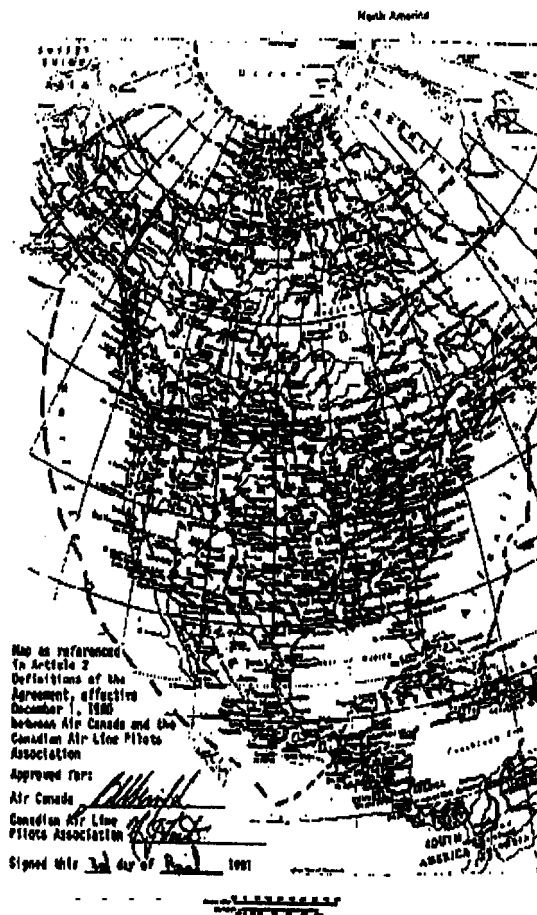
**8.05 Nav-Aid Pay**

Each pilot, when serving as Captain, First Officer, Second Officer, or Relief Pilot who flies on a route segment where a navigator has been or would have been required shall be paid, in addition to other rates of compensation, for each hour as follows:

<u>Period</u>	<u>April 2, 2000</u>	<u>April 2, 2001</u>	<u>April 2, 2002</u>	<u>April 2, 2003</u>
Captain	\$9.4633	\$9.7472	\$9.9909	\$10.2407
First Officer	\$4.7313	\$4.8732	\$4.9951	\$5.1199
Second Officer /Relief Pilot	\$2.8386	\$2.9237	\$2.9968	\$3.0717

**NOTE:** Nav-aid pay is included in the pay rates for the B747-400, B747, A-330/340, and B-767 aircraft.

8.06 Overseas Operations (map)



**ARTICLE 9 – FLYING PAY – FIRST OFFICERS, SECOND OFFICERS AND RELIEF PILOTS**

**9.01** First Officers with two **(2)** or more years of service with the Company, and Second Officers/Relief Pilots with more than three **(3)** years of service with the Company, shall receive, for each hour flown, such hourly base pay as specified in Article **3**, plus the following percentage of the Captain hourly mileage and gross weight pay in accordance with the following table:

<b><u>Years of Service as Pilot</u></b>	<b><u>F/O % of Capt. Flying Pay</u></b>	<b><u>S/O and RP % of Capt. Flying Pay</u></b>
Third Year	<b>47.2%</b>	
Fourth Year	<b>49.2%</b>	<b>37.2%</b>
Fifth Year	<b>51.2%</b>	<b>38.2%</b>
Sixth Year	<b>53.2%</b>	<b>39.2%</b>
Seventh Year	<b>55.2%</b>	<b>40.2%</b>
Eight Year	<b>57.2%</b>	<b>41.2%</b>
Ninth Year	<b>59.2%</b>	<b>42.2%</b>
Tenth Year & thereafter	<b>61.2%</b>	<b>43.2%</b>

**9.02** In computing the hours of First Officers, Second **Officers** and Relief Pilots, for flying pay purposes, the method used shall be as outlined in Article **7.01**.

## ARTICLE 10 -MINIMUM GUARANTEE

- 10.01** Each pilot flying **DC-9** or **CL-65** equipment, except Captains with less than one **(1)** year of service and First Officers with less than two **(2)** years of service as a pilot with the Company, shall be paid a minimum monthly guarantee consisting of hourly base pay, hourly, mileage and gross weight pay in accordance with his equipment status as follows:

### **DC-9**

**Blockholders:** Sixty-six hours **(66:00)**, one-half **(1/2)** day, and one-half **(1/2)** night.

**Reserve pilots:** Seventy hours **(70:00)**, one-half **(1/2)** day, and one-half **(1/2)** night.

### **CL-65**

**Blockholders:** Sixty-seven hours and forty minutes **(67:40)**, one-half **(1/2)** day and one-half **(1/2)** night.

**Reserve Pilots:** Seventy-one hours and forty-five minutes **(71:45)**, one-half **(1/2)** day and one-half **(1/2)** night.

- 10.02** Each pilot flying **B-747-400, B-747, A-330/340, B-767, A-319/320** or **B-737** equipment, except First **Officers** with less than two **(2)** years of service, Second Officers and Relief Pilots with less than three **(3)** years of service as a pilot with the Company, shall be paid a minimum monthly guarantee consisting of hourly base pay, hourly, mileage and gross weight pay in accordance with his equipment status, for sixty-six hours **(66:00)** of flying for blockholders and seventy hours **(70:00)** for reserve pilots paid at one-half **(1/2)** day, and one-half **(1/2)** night including overseas and **Nav-aid** pay. For the purpose of these guarantees the following weights and overseas pay hours shall be:

Effective April 2, 2000

Equipment Type	Weight Effective April 2, 2000	Weight Effective April 2, 2001	Overseas Hours	Nav-Aid Hours
B-747-400	870,000	873,000	71	
B-747	755,000	803,000	71	
A-330/340	589,000	608,250	71	
B-767	355,000	409,000	71	
A319/A320	162,000	167,300	3	3
B-737	123,000	128,600	0	0

- 10.03** In the event that aircraft other than **B-747-400, B747, A-330/340, B-767** or **A-319/320** equipment are flown on overseas routes a minimum guarantee shall be established in accordance with the ratio of overseas/domestic hours to be flown.

- 10.04** When a pilot holds a reserve assignment for less than the complete month due to training, vacation, sickness, furlough or leave of absence without pay, the monthly minimum guarantee will be pro-rated on a daily basis.



- 10.05** A pilot's minimum monthly guarantee shall be prorated on a daily basis during the month when:
- .01** A pilot on flat salary changes to flight pay.
  - .02** A pilot on flight pay is completely removed from or replaced on the payroll, or, during any period a pilot is removed from duty as described in Article **18.04.01**.
  - .03** A First Officer is initially promoted to Captain status,
- 10.06 First Officer Qualified as Captain** - When a First Officer qualified as a Captain is designated as a Captain during a calendar month, he shall be considered to be a Captain for the entire month for purposes of determining his minimum monthly guarantee, except that a pilot shall not be considered as being designated as a Captain should he be flying solely as a result of having been scheduled out as a Captain in the previous month. A pilot's guarantee under the latter circumstances will be prorated on a daily basis.
- 10.07 Second Officer Qualified as First Officer** - When a Second Officer qualified as a First Officer is designated as a First Officer during a calendar month, he shall be considered to be a First Officer for the entire month for the purpose of determining his minimum monthly guarantee, except that a pilot shall not be considered as being designated as a First Officer should he be flying solely as a result of having been scheduled out as a First Officer in the previous month. A pilot's guarantee under the latter circumstances will be prorated on a daily basis.
- 10.08** When a pilot flies more than one type of equipment during a month his minimum guarantee shall be based on the higher rated equipment except as provided in Article **14**.
- 10.09** When a pilot is required by the Company to stand reserve on more than one type of equipment during a month, his minimum guarantee shall be based on the higher rated equipment, plus any overseas differential which may apply.
- 10.10** Should a pilot elect and be permitted to maintain dual competency, his minimum guarantee shall be prorated on the basis of Article **10.09**.
- 10.11** Except as otherwise provided in this Agreement, a pilot shall be paid his actual flight pay earnings, or his minimum guarantee, whichever is greater. In cases where the minimum guarantee has been prorated during a month, a pilot shall be paid his actual flight pay earnings or the sum of his prorated guarantee, whichever is the greater.
- 10.12** When a pilot who does not hold a block selection does not fly during the month, his guarantee for such month shall be based on his position for the month in question.
- 10.13** The monthly guarantee provided for in this Article shall not apply to those pilots who are unable to fly because all or part of the Company's aircraft are grounded for reasons beyond the Company's control.
- 10.14** If the Company's aircraft are grounded for reasons beyond the Company's control, pilot's competency on their former aircraft type will be renewed as soon as practicable and for bidding purposes will be considered as not having lapsed,

## **ARTICLE 11-MISCELLANEOUS FLYING**

**11.01** A pilot may be removed or displaced from a flight or flights in his block, removed from his monthly assignment and reassigned to another flight or to another block or to reserve duty as outlined below for the purpose of providing relief during irregular operations or as a result of the Company's training requirements. A pilot affected by the provisions of this Article will be returned to his normal assignment as soon as practicable.

Notwithstanding the provisions of Articles **11.03** and **11.04**, a pilot will not be considered displaced or removed from his flight except when he is legal and in position to operate that flight.

### **11.02 Removal From a Block Selection**

**.01** A pilot may be removed from his complete block selection at Company request and assigned to reserve duty or another block on the same equipment and in the same status. A pilot who is assigned to reserve duty will stand reserve only on the calendar days on which he would have been working according to his block. Such **reserve** days will be designated as being from **0001** to midnight. The forty-eight **(48)** hour designated off-duty periods while on reserve will coincide with the designated off-duty periods of the block from which he was removed.

**.02** If a pilot is called for duty during such a reserve duty period and is required to operate a flight or flights that extend into what would normally have been days off, reinstatement of time off will be made immediately on return to home base. If the days off cannot be reinstated before the month ends, the pilot will not be required to operate the flight(s).

**.03** For pay purposes only, a pilot who is removed from his complete block selections as described in **11.02.01** and **11.02.02** shall be paid for the flights in the block from which he is removed as if they had been flown according to schedule, his actual flying pay, or his minimum guarantee, whichever is the greater. For flight time limitations such pilot will be credited with his accumulated block time or accumulated actual time whichever is the greater.

**.04** A pilot, holding a block selection who is assigned to reserve duty under the terms of **11.02.01** and **11.02.02** shall be permitted to enter his name in makeup and take open **flying** to increase his block flying time projection within the limitations of Article **17.01** provided he would have been legal for such flying if still assigned to his original block selection. Such makeup shall not be permitted during periods of reserve duty or on designated forty-eight **(48)** hour off-duty periods in the reserve duty selection to which he is assigned.

**11.03 Move-Up** In the event that open flying becomes available less than three **(3)** hours prior to scheduled departure and there is no pilot available on reserve, makeup or subject to **re-assignment**, a pilot may be removed from a flight or flights in his block and assigned to another flight or flights. A pilot "moved up" under these circumstances will be considered to be drafted as per Section **16.01** of the Scheduling Rules.

He shall receive flying pay for the actual flying performed or for the flights in his block as if flown according to schedule, whichever is greater. Flight time credit will be in accordance with the flight for which flying pay is applicable regardless of the actual amount of flying performed.

**11.04 Displacement From a Flight or Flights** -A pilot may be displaced from a flight or flights in his block. A pilot so displaced shall:

- .01 be released from all duties;
- .02 be paid for such flight or flights as if they have been flown according to schedule, and shall be credited with such flight time for the purpose of flight time limitations;
- .03 be permitted to go on immediate makeup during the time remaining until the period covered by the next regular makeup list.

**11.05 Removal From Monthly Assignment**

- .01 A pilot may be removed from his monthly assignment or part thereof, and assigned to other equipment in the same or different status.
- .02 A pilot so assigned shall, subject to the timing of such assignment, be permitted to exercise his seniority on the newly assigned equipment for bidding of monthly block awards; otherwise, he shall be assigned to reserve duty. The forty-eight (48) hour designated off-duty periods and days off should coincide with the designated off-duty periods of the block from which he was removed. If a pilot is called for duty during such reserve period and is required to operate a flight or flights into what would have normally have been days off, reinstatement of time off will be made immediately on return to home base. If the days off cannot be reinstated before the month ends, the pilot will not be required to operate the flight(s). At his option, when a pilot is removed from his "Monthly Assignment" and if his seniority on the new equipment would entitle him to be a blockholder, he shall be permitted to preselect sufficient flying from the open time to build a normal block.
- .03 Pay for such assigned pilot shall be the greater of:
  - .01 the flights in his block from which he is removed as if they had been flown according to schedule, or if removed from a reserve assignment the minimum guarantee for that equipment; OR
  - .02 the minimum guarantee for the equipment and status to which he has been assigned; OR
  - .03 the actual flying performed.
- .04 It is acknowledged that occasions occur where it can reasonably be understood that pilots will have to deal with the issue of fatigue. Fatigue must be responsibly addressed by all parties and requires pilot commitment to reasonable personal scheduling and management's commitment to provide relief from duty when required. Upon a pilot's request he will be relieved from duty via "Drop – No Credit" when fatigue is an issue. In such cases, timely notification of the requirement for relief is critical to the integrity of operations.

**11.06 Serving Out of Status-A** pilot holding a reserve assignment may be assigned, due to the needs of the service, to a flight or flights in another status on the same equipment. Pay for such flights shall be in accordance with the provisions of Articles 7.05, 7.06, 7.07, or 7.08, as applicable.

**11.07 Drafting -** If a pilot loses flying time because of over-projection of his monthly flying as a direct result of a draft, he shall be paid and receive flying time credit for the greater of:

- .01 the flying which he lost due to the over-projection, **OR**
- .02 the flying for which he was drafted.

**11.08 Drafting Into Days Off**

- .01 When a pilot is involuntarily assigned to flight duty, during one of his scheduled days off at his home base and such assignment results in a reduction to the number of scheduled days off, he will be entitled to replace the day or days off lost by dropping a flight (or flights) from his block, provided:
  - .01 the flight can be dropped without reducing the pilot's projected flying time below the applicable minimum monthly guarantee (**MMG**), and
  - .02 reserve coverage is available to operate the flight (or flights) to be dropped.
- .02 If a pilot loses flying time because of block flights missed as a direct result of a draft, he shall be paid and receive flying time credit for the greater of such flying as if it had been flown according to schedule or the flying for which he was drafted.

**11.09** A blockholder who has been awarded an open flight or flights before he was drafted and is unable to fly the flight or flights because of such draft shall be paid and receive flying time credit for the greater of such flying as if it had been flown according to schedule or the flying for which he was drafted.

**11.10 Minimum Pay - Irregular Operations -** When a pilot is requested to and reports to the airport to fly and for reasons beyond his control fails to fly, he shall receive a minimum of two **(2)** hour's credit for flight time limitation purposes, and a minimum of two **(2)** hour's flight pay (regular salary in the case of a pilot on flat salary) for the equipment flown, or for which he **was** scheduled to fly. The provisions of this paragraph shall not apply to training, practice or local check flights. The above mentioned two **(2)** hour flight pay will be paid at one **(1)** hour day and one **(1)** hour night.

**11.11 Voluntary Makeup**

- .01 A pilot shall be legal for makeup during a month to the extent that he would be legal for his last pairing of the month. He may avail himself of open flying under the provisions of Section 8 of the Scheduling Rules.
- .02 A blockholder, upon notification of loss of flying shall be **permitted** (provided such pilot is not under the applicable minimum monthly guarantee) to recover such loss under the following provisions:
  - .01 use of voluntary make-up (Article **11.11.01**), **OR**
  - .02 **pre-selection** of open time. This option must be exercised within **forty-eight (48)** hours of notification, or the return to home base whichever is later. The option to **pre-** select may not interfere with the awarding of flights to be covered by the next regular makeup list. **OR**
  - .03 As outlined under the pay protection provisions.

#### 11.12.01 PAY PROTECTION -GENERAL

- .01 When a blockholder loses flying time from his block during the block month because of consolidation, cancellation, substitution, **misconnection**, or operational reasons, he will be entitled to pay protection. The company will advise the pilot of any loss of flying as soon as possible.
- .02 Upon notification of loss of flying, it will be the pilots option to accept or refuse pay protection provided his block projection has not been reduced below his minimum monthly guarantee.
  - .01 If the pilot declines pay protection the Company shall advise the pilot whether he will be required to fly the balance of his interrupted flight sequence. If the pilot declines pay protection, it will not be offered for any further flight time losses occurring during the same block month.
  - .02 If the pilot accepts pay protection, he will not have the option to refuse pay protection for subsequent flight time losses occurring during the same block month.
- .03 Flat salary pilots are not eligible to refuse pay protection and/or reassignment.
- .04 A Pilot who accepts pay protection shall be paid and receive flying time credit for the actual flying performed or for the flights in his block as if flown according to schedule, whichever is greater, provided the pilot would have been legal to do the lost flying (except as provided for in Section **5.05** of the Pilot Scheduling Rules).

Pay Protection will be limited to the credit value of the original block as awarded, exclusive of block growth. Block growth will not be used to offset **flight** time losses. Any previous flying which has been pay protected will be deemed to have been flown for legality purposes and will count towards the monthly maximums. Therefore, the cumulative total of more than one pay protection event will not necessarily reduce a pilot's block below minimum guarantee. The cumulative value of any unused pay protection credit will be available when reassigning flying under pay protection.

Example: In a **78-hour DMM**, a pilot is projected to **78:00** and then has a **7:00** hour flight cancelled. The pilot opts to accept pay protection, but is not reassigned flying during the pay protection window. Later in the month, the pilot has a second flight cancelled also worth **7:00** hours. He may be reassigned flying within the pay protection window up to **14:00** hours provided he remains legal to depart home base on his last pairing.

Make-up flying performed exclusive of pay protection is paid in addition to the awarded block and will have no effect on flight time losses that have not been recovered. This includes involuntary assignment operated outside the normal pay protection provisions.

#### 11.12.02 Reassignment **Application**

- .01 When it becomes known that a blockholder is eligible and accepts pay protection under Article **11.12**, the Company shall determine and advise the pilot whether he will be required; to fly the balance of his interrupted flight sequence, to be assigned open time, or avail himself of makeup.
- .02 The Company may reassign the pilot under the open time or make-up provisions, or a combination of both. The reassignment to flying must fall within six hours **(6:00)** before the original departure and six hours **(6:00)** after the original scheduled arrival of the lost flying providing that it is within the same calendar days. Flying in addition to the original scheduled calendar days may be assigned at pilot option.
- .03 Pilots under pay protection will be assigned flying prior to pilots on normal make-up, pilots preselecting flying etc. regardless of seniority. The overlap portion of a pairing in the new month, as scheduled at block award time, will be protected and subject to the provisions of this Article. In the event that the reassigned flying is cancelled the pilot will be subject to further reassignment.
- .04 Reassignment flying may not cause the pilots block protection to exceed the greater of designated monthly maximum, or the pilots block projection at the time of the loss of flying. Reassignment flying must still allow a pilot to complete his last blocked pairing. Should the cumulative total of the pilots block plus his block growth exceed **DMM**, the pilot will only be protected for the pairings he is legal for (except as provided for in Section **5.05** of the Pilots Scheduling Rules).  
  
Example: A pilot has elected to accept pay protection at the beginning of the month. His last blocked pairing is worth **five (5)** hours, but prior to starting his last blocked pairing, he has already exceeded **DMM** and therefore, he is not legal to operate it. His last blocked pairing will be dropped from his block, as he is not legal, and he will be paid and receive flying time credit for the actual flying performed or the remaining flights in his block as if flown according to schedule, whichever is greater, plus any makeup or drafted flying performed.
- .05 If a pilot has reported to the airport for flight duty and fails to fly, it will be considered as a working day for the purpose of this section.
- .06 Pilots under pay protection may only be reassigned in their current status except as described in Scheduling Rule **8.03.02.01**.
- .07 A pilot who is on reserve in one month, but has a block in the next, and is forced out by the Company on a trip that results in missing his first block pairing(s) shall have the option of requesting pay protection. If the pilot requests pay protection, he will be protected for the value of the lost pairing and be subject to reassignment within the six **(6)** hour window. Any flying, including all applicable **THG, DPG** and deadhead credits accrued during the overlap will be used to offset pay protection.

EXAMPLES ON THE APPLICATION OF THE PAY PROTECTION PROVISIONS WHEN PAY PROTECTION IS ACCEPTED

**Example 1: DMM = 78:00**

PROTECTED	PROJECTED	AVAILABLE	PAY PROTECTION
<b>74:00</b>	<b>74:00</b>	<b>4:00</b>	NIL
5 Hour pairing cancelled on the 10 <sup>th</sup> of the month			
<b>74:00</b>	<b>69:00</b>	<b>9:00</b>	<b>5:00</b>

Therefore, the pilot may be assigned to a maximum of nine (9) hours total pay protection and if he is not assigned to any flying such pilot will be credited seventy-four (74) hours.

**Example 2: DMM = 78:00**

PROTECTED	PROJECTED	AVAILABLE	PAY PROTECTION
<b>74:00</b>	<b>74:00</b>	<b>4:00</b>	NIL
Pilot operates make-up pairing on the 6 <sup>th</sup> of the month worth 6 hours			
<b>74:00</b>	<b>82:00</b>	NIL	NIL
10 Hour pairing cancelled on the 10 <sup>th</sup> of the month			
<b>74:00</b>	<b>72:00</b>	NIL	<b>10:00</b>

Therefore, the pilot may be assigned to a maximum of ten (10) hours total pay protection and if he is not assigned to any flying such pilot will be credited eighty-two (82) hours.

**Example 3: DMM = 78:00**

PROTECTED	PROJECTED	AVAILABLE	PAY PROTECTION
<b>75:00</b>	<b>75:00</b>	<b>3:00</b>	NIL
Pilot operates make-up on the 6 <sup>th</sup> of the month worth 5 hours			
<b>75:00</b>	<b>80:00</b>	NIL	NIL
Part of a pairing cancelled on the 10 <sup>th</sup> and the pilot lost 3 hours 30 minutes			
<b>75:00</b>	<b>76:30</b>	NIL	<b>3:30</b>

The pilot may be reassigned flying in addition to the original pairing within the pay protection window on the 10<sup>th</sup>. If unable to reassign on the 10<sup>th</sup> the pilot cannot be assigned under the open time provisions of pay protection as such pilot has less than the minimum DPG available, and he will be credited eighty hours (80:00). The amount of flying assigned under pay protection is limited to the greater of the DMM or his projected block at the time of the flying loss.

Note: The provisions of example 2 and 3 are also applicable when a pilot is involuntary assigned flying as per Section 16.

**11.12.03 REASSIGNMENT PROCEDURES**

**.01 OPEN-TIME ASSIGNMENT PROVISIONS**

Under open-time assignment provisions the following will apply:

- .01** A pilot may be assigned in advance, any open flying on normal working days. This flying must fall within the six **(6:00)** hour "window" as defined in Article **11.12.02.02**.
- .02** It is desirable to offer pairings that are similar to the ones being pay protected.
- .03** A pilot may be offered an open time reassignment on days off, but refusal will not disqualify the pilot from pay protection.
- .04** Should a pilot accept reassignment on days off, he will not have to be available on the scheduled working days that are being replaced as a result of such assignment,

**.02 MAKE-UP PROVISIONS**

Under make-up provisions, the following will apply:

- .01** The pilot's name will be placed on the respective make-up list for the days he would have normally been scheduled.
- .02** Pilots under pay protection will be assigned flying prior to blockholders on regular make-up regardless of seniority. If two **(2)** or more pilots under pay protection are on make-up, the most senior pilot(s) will be assigned flying.
- .03** A pilot will not be required to remain constantly available. A pilot who is on the make-up list must contact Crew Scheduling as per the following procedures based on local time for possible reassignment:
  - .01** At **1900** hours the day prior to the normal working day and at **0900** hours on the working day.
  - .02** Should a pilot not be assigned flying at **1900** hours, he will not be required to contact Crew Scheduling until **0900** hours the following day and will not be subject to assigned flying which departs prior to **1300** hours on that day.
  - .03** Should a pilot not be assigned flying at **0900** hours, he will not be required to contact Crew Scheduling unless he is subject to reassignment the following day in which case he will have to contact Crew Scheduling at **1900** hours,
  - .04** Subsequent days will be subject to the same procedures as in **.02** and **.03**.
  - .05** Pilots unable to contact Crew Scheduling at these hours due to flight assignments will contact Crew Scheduling on arrival at home base.



.06 The 0900 hour call to Crew Scheduling may be made earlier should waiting until 0900 interfere with crew rest (i.e. arrival after all night operation).

.03 IMMEDIATE MAKE-UP

.01 A pilot on pay protection may be placed on immediate make-up and remove **any** reserve pilot who has been previously assigned flying subject to the limitations provided in this Article.

11.13 It may be **necessary** to award (assign) flying in advance of the normal award period for special visa, medical or security requirements.

Should a pilot be required to surrender his passport for visa requirements, he will be offered any other flying which will not make him illegal for the flying awarded (assigned) in advance. Should the other flying require the pilot to be in possession of a valid passport, the pilot will be displaced from the other flying. A pilot so displaced may be assigned to other flying which will not interfere with the flying awarded (assigned) in advance. Flights assigned may be any flying that operates during the same duty period as the displaced flying.

The pilot will be paid and flight time credited for the displaced flying or the flying actually operated, whichever is greater. The provisions of this Article do not apply to a pilot who has been given adequate notification and opportunity to meet the necessary requirements and has failed to do so.

11.14 Flying that becomes available as a result of bereavement leave, compassionate leave, or jury duty **may** be assigned at Company discretion to Reserve pilots, or at Company discretion may be made available to pilots on make-up.

11.15 On a monthly basis the Company will make available a hard copy of reserve pilot block **awards** to all pilots within twenty-four (24) hours of the block awards. On a daily basis, a hard copy of reserve coverage information will be available in the Flight Planning areas and up-to-date reserve coverage information will be provided via the Cruise Computer.

## ARTICLE 12 - DEADHEADING

**12.01** When a pilot not on flat salary deadheads under Company orders, he shall receive:

one half **(1/2)** credit – (PRIOR TO APRIL 2<sup>ND</sup>, 2002)

thereafter full credit – (AS OF APRIL 2<sup>ND</sup>, 2002)

for flight time limitation and pay purposes, one half **(1/2)** day, one half **(1/2)** night, based on the actual deadhead time or scheduled time, whichever is the greater, on the flight on which the deadhead took place between the originating and terminating point of the deadhead trip (or computed time where no schedule exists). Pay and credits to be based on pilots present equipment and status. All reserve pilots will receive pay and flight time credit for deadheading when awarded a flight by the Company in which deadheading occurs. When a pilot on flat salary deadheads under Company orders, such deadhead time shall be credited towards his monthly flight time limitation. Pay and credits for deadheading on other than Air Canada flights will be based on published scheduled times.

**12.02** When a pilot deadheads to his home base as a result of flight **consolidation**, cancellation, substitution or **misconnection**, he shall receive full credit for pay purposes one half **(1/2)** day, one half **(1/2)** night, based on the actual deadhead time or scheduled time, whichever is the greater, on the flight on which the deadhead took place between the originating and terminating point of the deadhead trip (or computed time where no schedule exists). Credit for flying time limitations will be in accordance with the provisions of **12.01**.

**12.03** A pilot may be required to deadhead to fly the balance of the flight or flights in his block (or assigned or awarded flight or flights) when a portion of the flight **is** missed because of consolidation, cancellation, substitution or **misconnection**. Deadhead pay and flight time credits in accordance with Article **12.02** and special duty time and trip time guarantees in accordance with Article **17.11** shall apply.

Under this provision, a pilot will be required to deadhead to protect the flights in his block except when a double deadhead would result; however, in order to protect reserve coverage, a pilot may be required to deadhead to protect flights in his block even though a double deadhead results.

**12.04** When a pilot is not required to deadhead to fly the balance of the flight or flights in his block following consolidation, cancellation, substitution or **misconnection**, he may elect to deadhead in order to fly any flights in his block for which he is legal; however, deadhead pay and credits shall not apply and the special duty time and trip time guarantees shall be applicable only for the flights actually flown. Deadheading, under this provision, may be done only on Company flights and only to domestic terminals.

**12.05** When a pilot who is a blockholder elects to fly open time which includes deadheading, deadhead pay and credits shall be allowed in accordance with Article **12.01**. The special duty time and trip time guarantees shall be applicable.

**12.06** No pilot in service with the Company will be required to deadhead on a freighter aircraft on a planned basis.

**12.07** A pilot will not normally be required to deadhead during the silent hours if other Air Canada flights are available. Guarantees will be calculated as if the deadhead actually took place on the flight available during the silent hours.

- 12.08** For the purpose of deadheading to simulator at another base **DC-9** rates of pay are applicable in addition to any minimum monthly guarantee or cap.
- 12.09** A pilot may deadhead on other than designated flights on an individual basis provided permission is obtained from the pilot's Chief Pilot or designate. Requests will be given every consideration, however, there may be occasions when it is not possible to grant this permission.
- 12.10** The Company will make every effort to assign seats in the F/J class cabin when pilots deadhead on flights that are designated as all economy flights.
- 12.11** Should a pilot have to deadhead on a flight where smoking is allowed, the Company will ensure that a non-smoking seat is requested, unless the pilot requests otherwise.
- 12.12 Deadheading on other Carriers:**

The Company will provide the following to pilots deadheading on other than Air Canada flights:

Positive J Class (Business Class) and if not available, will then provide the following levels in the following priority:

- a)** Fifty percent **(50%)** First Class if able to guarantee the reservation;
- b)** Positive Economy class and waitlisted for J Class (Business Class) and Fifty percent **(50%)** First Class.

It is understood that a pilot who **is** waitlisted and is provided an upgrade, will pay for the upgrade and will submit this expense on his normal crew cycle expense claim.

ARTICLE 13 -NEW EQUIPMENT

- 13.01** The hourly, mileage and gross weight rates specified in this Agreement apply only to the equipment specified herein. One **(1)** year prior to the anticipated date of introduction of a new type of equipment to regular airline operation and regardless of the provisions of Article **36** of this Agreement, conferences may be requested by either party for the purpose of negotiating rates of compensation, rules and working conditions which shall apply to such equipment. Conferences shall begin within thirty **(30)** days after a request for a conference has been made, unless otherwise mutually agreed upon between the Company and the Association, Failing settlement, provisions of the Canada Labour code will apply. No vacancies will be posted until all pay rates, rules and working conditions associated with the new equipment have been established.
- 13.02** The Company will provide the Association with advance information on the introduction of any future freighter aircraft.
- At this time, the Company will commence consultation with the Association regarding the planning for washroom facilities, galley set-ups and other associated pilot amenities on board in future freighter aircraft to ensure a satisfactory level of comfort, hygiene and safety prior to the introduction of the **airplane** into service.
- 13.03** The **A340** crew bunks will be located immediately behind the cockpit area as recommended by **Airbus** Industry.
- 13.04** The Company and the Association agree to enter into discussions to establish pay and working conditions, should it be necessary to m-introduce previously operated Air Canada aircraft types,

## **ARTICLE 14 – TRAINING AND RELOCATION PAY**

### **14.01 Training Pay Blockholders**

- .01 A pilot removed from his monthly block assignment for Aircraft Transition, Re-qualification, or Upgrade Training (ground school, simulator, flight training, and/or any necessary additional training), shall be credited with one thirtieth (**1/30<sup>th</sup>**) of the designated monthly maximum for flight time limitation purposes for each calendar day of training and paid his daily average flying pay during the previous **three (3)** block months (exclusive of leave of absence without pay) including overseas and **nav-aid** pay. This daily average pay shall be adjusted to include negotiated pay increases and any incremental pay increases.
- .02 Commencing when a pilot is qualified to be released to the line indoctrination phase of training and ending upon successful completion of his Initial Line Check, for flight time limitation purposes a pilot shall be credited with his actual flying performed **including** all applicable **THG, DPG** and deadhead credits. For pay purposes he shall be paid his daily average flying pay during the previous **three (3)** block months (exclusive of leave of absence without pay) including overseas and **nav-aid** pay. This daily average pay shall be adjusted to include negotiated pay increases and any incremental pay increases. Any excess flying time and credits associated with this flying (including **DPG, THG** and deadhead credits) greater than **1/30<sup>th</sup> DMM** times the number of days will be paid at the new position rates.

### **14.02 Training Pay- Reserves**

When a pilot is removed from his reserve assignment for Aircraft Transition, **Re-qualification** or Upgrade Training (ground school, simulator, flight training&and/or any necessary additional training) he shall be credited with one thirtieth (**1/30**) of the designated monthly maximum for flight time limitation purposes for each calendar day of training and he shall receive flying pay as follows:

- .01 When assigned to training for the entire month, such pilot shall be paid the greater of:

  - .01 his minimum guarantee for the month;
  - OR
  - .02 his daily average flying pay during the previous **three (3)** block months, including overseas and **nav-aid** pay (exclusive of leave of absence without pay). This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases.
- .02 When assigned to training for part of a month, such pilot shall receive pay as calculated in Article **14.02.01** for the period which he is so assigned.

PLUS

His actual flying pay or the minimum guarantee for the equipment to which he is assigned, whichever is the greater, for the remainder of the month.

- .03 Commencing when a pilot is qualified to be released to the line indoctrination phase of training and ending upon successful completion of his Initial Line Check, for flight time limitation purposes a pilot shall be credited with his actual flying performed including all applicable **THG, DPG** and deadhead credits. For pay purposes he shall be paid in accordance with Article **14.02.01** and **14.02.02**. Any excess flying time and credits associated with this flying (including **DPG, THG** and deadhead credits) greater than **1/30<sup>th</sup>** of **DMM** times the number of days will be paid at the new position rates.

#### **14.03 Pay - Special**

- .01 A pilot will be paid four hours **(4:00)** at one half **(1/2)** day, one half **(1/2)** night pay rates for each simulator period (**IPF, LOFT OR PPC**) required to maintain aircraft competency. In addition, when a pilot is required to attend special training (Annual Recurrent Training, Introduction to Command Training, new aircraft equipment or revised aircraft procedures briefings, etc.) he will be paid four hours **(4:00)** at one half **1/2** day, one half **(1/2)** night pay rates. These credits will not be used for flight time limitation purposes nor be part of the minimum guarantee.

- .02 A pilot assigned to simulator for the sole purpose of completing a crew complement shall be paid four **(4)** hours, (one half **(1/2)** day, one half **(1/2)** night) per session. Pilots on flat salary shall receive this credit on a prorated basis. This credit will not be used for flight time limitations nor be part of the minimum guarantee.

- .03 If, during the qualifying period for Captain Upgrade, a First Officer is undergoing training on lower-rated equipment than that which he was qualified to fly, or was being paid for in lieu thereof immediately preceding the commencement of the Captain Training Program, his flying pay for each month that he is so assigned will be the greater amount of:

- .01 His actual flying pay for the month;

OR

- .02 His daily average flying pay for the three **(3)** block months including overseas and **nav-aid** pay (exclusive of leave of absence without pay) immediately prior to the commencement of Captain Training. This daily average flying pay shall be adjusted to include negotiated pay increases.

Flight time credits will be in accordance with actual flying performed.

- .04 A pilot who for reasons beyond his control is unable to return from his simulator on the calendar day on which the pilot was scheduled to return to his home base shall contact Crew Scheduling. Should Crew Scheduling be unable to arrange travel to the pilot's home base on the planned calendar day, the pilot will receive four hours pay **(4:00)** at one-half **(1/2)** day, one-half **(1/2)** night pay rates. These credits will not be used for flight time limitation purposes nor be part of the minimum guarantee. This provision will not apply to pilots who request and are granted changes to their planned simulator period.

- .05 A pilot who **reports** for a scheduled simulator **period** at home base and for reasons **beyond** his control is unable to **complete** such period will receive **two** hours **(2:00)** pay at one-half **(1/2)** day, one-half **(1/2)** night pay rates. These credits will not be used for flight time limitation purposes nor be part of the minimum guarantee.
- .06 A pilot who reports for a scheduled simulator period at other than his home base and for reasons beyond his control is unable to complete such period will receive four hours **(4:00)** pay at one-half **(1/2)** day, one-half **(1/2)** night pay rates. These credits will not be used for Right time limitation purposes nor be part of the minimum guarantee.

#### 14.04 Administration

- .01 The development and monitoring of pilot proficiency standards and the quality of training are the ultimate responsibility of the Company.
- .02 A pilot shall be entitled to two **(2)** consecutive days off out of each seven **(7)** days while in ground school, simulator or flight training. For the purposes of simulator or flight training, these days off shall be midnight to midnight exclusive of travel time.
- .03 Days off which a pilot is unable to take during training may be accumulated but must be cleared prior to returning to duty at home base.
- .04 A pilot may elect to forego any part or all of the above days off.
- .05 A pilot will not be required to fly his previous equipment once he has commenced simulator training on his new equipment.
- .06 A pilot shall have a minimum of two **(2)** calendar days off prior to the start of a Transition or Upgrade Training course including a simulator only course. These two **(2)** calendar days off will be at pilot option and the pilot **will** receive pay and flight time credits as per Article **14.01** or **14.02**, whichever **is** applicable. For a transition course with a known start date, these days off will be planned. A pilot who elects to be planned to work the first or both of these optional days must notify crew scheduling of his preference no later than forty-eight **(48)** hours prior to block closing. After block closing, a pilot electing to forgo the first or both of these **optional** days off, may do so by notifying crew scheduling. A pilot may, at his option, request an additional day off for the purposes of travelling to training. In such cases, no pay or flight time limitation credits for this travel day will apply and the additional day off must be planned using PBS prior to block close.
- .07 A pilot shall have a minimum of **twenty-four (24)** hours rest upon completion of Transition or Upgrade training before commencing line duties. This twenty-four **(24)** hour period will be at pilot option.
- .08 A pilot shall not normally be scheduled for simulator training, between the hours of **23:59** and **06:00**. This may be waived with prior mutual agreement between the Company and the Association.

- .09 A pilot shall not be scheduled for more than eight **(8)** hours of training per calendar day, and shall not be scheduled for more than four **(4)** hours of simulator training per calendar day. Simulator training may be extended to eight **(8)** hours due to simulator breakdown as long as the daily training period does not exceed eight **(8)** hours.
- .10 All pilots assigned to a simulator period, whether completing crew complement or periodic training, will be subject to normal duty day limitations and/or crew rest as applicable.
- .11 A pilot assigned to flight simulator for the sole purpose of completing a crew complement will be limited to one **(1)** period of four **(4)** hours per day and may be extended to eight **(8)** hours due to simulator breakdown.
- .12 A pilot required to complete a crew complement in the simulator will not have his performance formally assessed. If it is apparent the pilot's performance is sub-standard, the pilot will be advised of the situation and given an opportunity to demonstrate his competence. Should this occur, the pilot will be handled in accordance with Article **14.05**.
- .13 A pilot on Captain Upgrade Training who has completed the simulator portion of the Transition Training Element, and is required to revert back to a First Officer position shall, where possible, be allowed to complete this training and be promoted before reverting back to First Officer status.
- .14 A pilot shall not be required to complete any training, competency or license renewal simulator sessions, or airborne training or checks with other than a qualified Air Canada pilot who holds a position on the Air Canada pilot seniority list as a member of the operating crew.
- .15 A pilot may request that another Air Canada pilot be present in the Flight Deck or in the simulator as an observer for any proficiency check including a routine instrument flight check. The pilot selected as an **observer** must be acceptable to both parties.
- .16 All **PPC's, IFT's**, Airborne training and checks, and line checks will be completed by an Air Canada Permanent Management Pilot, Acting Check Pilot **(ACP)** or Acting Flight Instructor **(AFI)** qualified on type or a Transport Canada Air Carrier Inspector. When an Air Carrier Inspector is conducting the check, the simulator must be operated by an Air Canada Permanent Management Pilot, Acting Check Pilot **(ACP)** or Acting Flight Instructor **(AFI)** qualified on type, or the designated Captain on an airborne training or check flight must be an Air Canada Permanent Management Pilot, Acting Check Pilot **(ACP)** or Acting Flight Instructor **(AFI)** qualified on type.
- .17 All line indoctrination will be completed by an Air Canada pilot qualified on type. Where a new aircraft type is being introduced to the Air Canada fleet, a manufacturer's representative may be used for line indoctrination or line checks only until **sufficient** Air Canada Permanent Management Pilots, Acting Check Pilots **(ACP)** or Acting Flight Instructors **(AFI)** are qualified on type.
- .18 A pilot undergoing a competency check may request that the other crew member(s) fulfilling the crew complement requirement are fully qualified or trained to the position that they are occupying for the check.



- .19 Audio-visual recordings taken during LOFT **sessions** will not be used for pilot monitoring or checking or in any disciplinary action without the written consent of the pilots involved and **ACPA**. Further, Air Canada agrees that audio-visual recordings of LOFT sessions will be erased in full view of the pilots at the conclusion of the LOFT debriefing.

#### **14.05 Failure Handling Procedures**

##### **.01 Transition Training and Recurrent- PPC, IFT, LOFT and Line Check**

- .01 When a pilot's performance is assessed as unsatisfactory or incomplete, the pilot and the **Association** will be advised and the candidate will be returned to the training department for **additional** training.
- .01 During this process the pilot candidate will have the option of requesting that a different Air Canada Pilot (Acting Check Pilot, Acting Flight Instructor or Permanent Management Pilot) or Transport Canada **ACI** conduct the check.
- .02 In the event that additional training does not result in the candidate's successful completion of the check, a meeting shall be convened with a Permanent Management Pilot, the pilot and an **ACPA** representative. In addition, an appropriate medical evaluation will be completed to **determine if a medical condition exists and is a contributing factor to the candidate's inability to complete the check.**
- .01 If, as a result of this medical evaluation, the pilot is assessed as unfit, the pilot will be placed on medical leave until such time as the pilot is considered fit to resume training.
- .02 If, as a result of this medical evaluation, the pilot is assessed as **fit**, the pilot will continue training until a successful assessment has been achieved.
- .03 A pilot, assessed as unsuccessful during transition training shall have the option of either completing the steps in **14.05.01.01** and **14.05.01.02** or returning to his previous position.
- .01 If the pilot chooses to return to his previous position, he will be paid at the appropriate rates for the position that he is qualified for and will be frozen from bidding on a vacancy for a period of **thirty-six (36)** months from the date of **re-qualification** to his previous position.
- .02 If, at the end of the thirty-six **(36)** month freeze, the pilot is awarded a vacancy but is subsequently unsuccessful, he will be returned to his previous position and will be frozen from bidding on a vacancy for a period of sixty **(60)** months **from** the date of re-qualification to his previous position.
- .03 In the event that the pilot's previous position is no longer in the fleet plan, he will be entitled to bid any lower rated position.

## **.02 Captain Upgrade Training**

- .01** The Captain Upgrade Training Program, under the direction of the Flight Operations Training Department, is comprised of two distinct elements; Transition Training and Command Indoctrination.

Transition Training Element ▪ includes all aircraft qualification training up to and including successful completion of the appropriate qualification check. **(#1PPC or 1A/1B)**

Command Indoctrination Element ▪ begins with line indoctrination training and continues up to and including successful completion of the Command Final Line Check.

- .02** A pilot who fails to qualify during the Transition Training Element shall be handled in accordance with Article **14.05.01.03**

- .03** The number of failures in both the Transition and Command Indoctrination elements of the Captain Training Program are cumulative to a maximum of three **(3)**. Following a second unsatisfactory assessment a meeting shall be convened with a Permanent Management Pilot, the pilot and an **ACPA** representative. In addition an appropriate medical evaluation will be completed to determine if a medical condition exists and is a contributing factor to the candidate's inability to complete the check.

- .01** If, as a result of this medical evaluation, the pilot is assessed as unfit, the pilot will be placed on medical leave until such time as the pilot is considered **fit** to resume training.

- .02** If, as a result of this medical evaluation, the pilot is assessed as fit, the pilot will return to training.

- .04** After a third unsatisfactory assessment the pilot will return to his previous position.

- .01** A pilot returning to his previous position will be frozen from bidding on a Captain vacancy for a period of thirty-six **(36)** months from the date of **re-qualification** to that position.

- .02** If, after the thirty-six **(36)** month freeze, the pilot bids another Captain upgrade course and is unsuccessful, he may be returned to his previous position and will be restricted to First Officer status for the remainder of his career.

- .03** In the event that the pilot's previous equipment is no longer in the fleet plan, he will be entitled to bid any lower rated position.

- .03** A pilot undergoing Captain upgrade training will have the option of terminating training and returning to his previous position anytime after his first unsuccessful assessment. The pilot returning to his previous position will be **frozen** from bidding for a period of thirty-six **(36)** months from the date of **re-qualification** on that position.

.04 Second **Officer/Relief** Pilot to First Officer Initial Upgrade

- .01 A pilot assessed as unsuccessful during Second Officer/Relief Pilot to First Officer transition training will have the option of either completing the applicable steps in **14.05.01.01** and **14.05.01.02** or returning to his previous position anytime after his first failure.
- .01 If the pilot chooses to return to his previous position, he will be paid at the appropriate rates for the position that he is qualified on and will be frozen from bidding on a vacancy for a period of **thirty-six (36)** months from the date of requalification to his previous position.
- .02 If, at the end of the thirty-six **(36)** month freeze, the pilot is awarded a vacancy but is subsequently unsuccessful, he **will** be returned to his previous position and will be frozen from bidding on a vacancy for a period of sixty **(60)** months from the date of requalification to **his** previous position.
- .03 In the event that the pilot's previous position is no longer in the **fleet** plan, he will be entitled to bid any lower rated position.

**14.06 Career Re-Orientation Plan**

- .01 A pilot who fails to maintain or achieve competency and, as a result, whose **services** with the Company are terminated, shall be paid the following allowances:
- 5 weeks for the first three years, prorated;  
3 weeks per year, prorated until the maximum of **52** weeks has been reached.
- The maximum benefit of **52** weeks will be reduced by six **(6)** weeks per year, prorated commencing on the pilot's **51st** birthday. This allowance shall be based on the average daily earnings of the last **twelve (12)** full calendar months prior to the effective date of termination.
- The rate of pay shall be the average daily earnings of the last twelve **(12)** full calendar months on the equipment and status held immediately prior to the competency problem.
- .02 The above allowances shall not apply to a pilot who is on probation,
- .03 A pilot will become eligible upon commencing his third year of employment with the Company at which time his past service will accrue.
- .04 The provisions of the plan will not apply where the service will terminate because of resignation, normal or early retirement, medical or health reasons, or discharge as a result of **willful** misconduct.
- .05 Should a pilot otherwise entitled to the benefits of this plan accept alternate employment with the Company, he shall forfeit any claim to the above allowances.
- .06 This Agreement shall have no effect on the rights of the individual under the terms of the Collective Agreement.

- .07** The payment of a Career Reorientation Allowance, as defined under the Collective Agreement, to a pilot grounded For competency reasons, shall not affect his eligibility for an early retirement pension, provided he has attained the necessary age and service; nor shall it affect the pass privileges that apply to a retired employee.

## **ARTICLE 15 - UNIFORMS**

- 15.01** The Company will arrange for the manufacture and supply of pilot uniforms. The cost of a uniform, including **raincoat/topcoat**, tunic and trousers, to be borne one half **(1/2)** by the Company and one half **(1/2)** by the pilot. The pilot will pay no more for a uniform and uniform accessories than is currently being charged as at April **1st, 1996** for the duration of this Contract. The Company share of the **raincoat/topcoat** shall be limited to one **(1)** every three **(3)** years. Two **(2)** extra pairs of trousers may be supplied with each uniform at the option of the pilot. The pilot's share of the uniform cost will be recovered through payroll deductions at one percent **(1%)** of gross monthly pay for all pilots not on flat salary and **\$25.00** per month for pilots on flat salary.
- .01** The Company will arrange for the manufacture and supply of, one **(1)** raincoat/topcoat, one **(1)** tunic with three **(3)** pairs of trousers and four **(4)** shirts for all new hire pilots.
- 15.02** **Uniform Accessories** - The Company will supply or assume the cost of buttons, braid, badges, uniform cap and insignia, as prescribed by the Company.
- 15.03** The Company will supply one suitcase every five **(5)** years, as prescribed by the Company, and to be used while on duty.
- 15.04** The Company will supply two **(2)** shirts per year at no cost to the pilot and up to an additional six **(6)** shirts per year at **50%** cost to the pilot, in accordance with uniform standards **as** prescribed by the Company.
- 15.05** The Company will provide an allowance of one hundred **fifty** dollars **(\$150.00)** to each pilot every two **(2)** years for the purchase of shoes on the condition that they conform to uniform standards as prescribed by the Company.
- 15.06** The pilot will supply and assume the cost of socks and ties to standards prescribed by the Company.
- 15.07** A uniform maintenance expense shall be paid to all pilots from the beginning of line assignment. This expense will not be paid during any period of leave of absence without pay. Effective **April 2, 1998**, this allowance shall be **\$40.10** per month.
- 15.08** Considering the acceptability of uniforms to be an important matter, the Company will hold a full consultation with an Association representative prior to making any change in the style, colour or material of the uniform.
- 15.09** As required and upon request, the Company shall provide a maternity uniform. The pilot shall contribute the same dollar amount for the maternity uniform that she would pay for a regular uniform as outlined in **15.01**.

## ARTICLE 16 – EXPENSES

**16.01 Flight Duty** - Pilots, when away from domicile on flight duty or when deadheading under orders from the Company, will be allowed reasonable and necessary expenses for rooms, meals, and transportation, the facilities and accommodation provided by the Company to be used whenever practical.

**16.02** Effective April 2, 2000 expense allowances shall be as follows:

.01 In Canada and the United States:

Breakfast	<b>\$12.87</b>
Lunch	<b>\$14.58</b>
Dinner	<b>\$28.88</b>
Snack	<b>\$7.54</b>
	<b>\$63.87 Cdn. Funds</b>

(US expenses shall be adjusted monthly to reflect a reasonable exchange rate effective at that time.)

.02 For all other locations the meal allowance shall be reviewed quarterly in consultation with the Association to cover the reasonable cost of meals at those locations.

In establishing these meal allowances, the rates of exchange and changes in the "cost of food at that location" shall be used in the calculation of these meal allowances. However, the meal allowances will not be less than those specified in the Collective Agreement,

.03 For each round trip to the airport at his home base for flight duty, periodic training, annual briefing, medical and ground school, a transportation expense shall be paid as follows:

April 2, 2000	April 2, 2001	April 2, 2002	April 2, 2003
\$4.00	\$4.10	\$4.20	\$4.30

Montreal based pilots required to make a round trip to **Mirabel** for such purposes shall be paid a transportation expense of seventeen dollars (**\$17.00**).

.04 For flights involving hotel accommodation, a check in and gratuity allowance shall be paid as follows:

April 2, 2000	April 2, 2001	April 2, 2002	April 2, 2003
\$3.80	\$3.90	\$4.00	\$4.10

This allowance shall apply for each additional night of hotel accommodation.

.05 For flights involving time away from home base in excess of one hundred and twenty (**120**) hours, an allowance for each complete twenty-four (**24**) hour period thereafter shall apply as follows.

April 2, 2000	April 2, 2001	April 2, 2002	April 2, 2003
\$9.20	\$9.50	\$9.75	\$10.00

- .06 Pilots, while on training at home base, will be paid a lunch allowance of fourteen dollars and fifty-eight cents (**\$14.58**) for each day of training. In addition pilots will be paid a travel allowance as follows:

April 2, 2000	April 2, 2001	April 2, 2002	April 2, 2003
\$4.00	\$4.10	\$4.20	\$4.30

**16.03 Meals and Accommodations Standards Committee (MASC)**

- .01 A Meals and Accommodations Standards Committee (**MASC**) comprised of Company and Association representatives will meet quarterly or otherwise as required for the purpose of updating the guidelines for on-board meals contained in **16.04**, hotel accommodations and home base parking.

Where standards involving quality, quantity and/or variety of the meals are deemed to be deficient or deteriorating, it will be reported to the Company in writing. The Company shall, within thirty (**30**) days investigate the situation and take appropriate action.

- .02 Unless otherwise agreed to by the **MASC**, **inflight** meals for operating pilots on Company aircraft will be boarded in accordance with Article **16.04**.
- .03 Prior to establishing, changing or renewing hotel accommodations, the Company shall consult with the members of the MASC.
- .04 The **MASC** will develop a list of suitable hotels at both airport and downtown locations for each layover point.

The Company commits that, when selecting layover accommodations under this Article it will be guided by the following:

**Location:**

- (a) **ACPA** order of preference
- (b) Length of the off-duty layover (Time)
- (c) Transportation factors (Time, Quality, Cost)
- (d) Availability of suitable accommodation at either location

**Hotel:**

- (a) **ACPA** order of preference
  - (b) Safety/Security issues
  - (c) Quality
  - (d) Availability
  - (e) Cost comparison
- .05 When any significant substantiated deterioration of accommodation is reported in writing by the **MASC**, the Company shall, within thirty (**30**) days investigate the situation and take appropriate action.
- .06 In the event **ACPA** and the Company representatives cannot reach agreement on the suitability of any specific hotel as in .04 and .05 above, **ACPA** shall provide reasons in writing to the Vice- President, Flight Operations. The **MEC** Chairman and the Vice-President, Flight Operations shall meet and resolve the matter.
- .07 The **MASC** will monitor and develop guidelines for home base parking including:

- .01 Transportation to and from the facility.
- .02 Security.
- .03 Access control.
- .04 Proper storage of luggage on buses.
- .05 Travel times to & from the flight planning location.
- .06 Cost.

#### 16.04 Pilot Crew Meal Guidelines

##### .01 OVERVIEW

**Recognizing** all aspects of Flight Safety as its primary objective, Flight Operations will ensure balanced meals are provided to the pilots at regular intervals. The casserole portion of the meals will be 'J' class casseroles for hot breakfast, lunch and dinner. Whenever possible, meals will be boarded according to the pilots normal eating periods, thereby satisfying the nutritional needs of the operating crews.

The type of in-flight meal boarded will depend on the time of day at the departure station and follow the normal breakfast, lunch, dinner sequence or part thereof.

All meal periods at a subsequent layover point will automatically revert to the local time upon arrival.

Flight Operations will attempt to keep meal intervals to a five (5) hour maximum and at the appropriate "reasonable meal hours" as described herein.

##### .02 Meal Periods

Breakfast	- Up to <b>0830</b>
Lunch	- <b>1200</b> to <b>1330</b>
Dinner	- <b>1730</b> to <b>1930</b>

##### .03 Flight Leg Lengths and Ground Times

- .01 Hot meals will only be boarded on flight legs of **1:35** or more.
- .02 A minimum ground time of **1:15** domestic and **1:30 transborder** is required in order to eat a proper meal between flights.
- .03 Whenever the ground time between flights is less than **1:15/1:30** and the boarding of a hot meal on the next flight leg is not feasible (less than **1:35** flight time), a sandwich snack will be boarded.

##### .04 Breakfast Guidelines

- .01 A cold breakfast will be boarded for all departures up to **0830** inclusive. No breakfast allowance will be paid out of home base.



**.05 Lunch Guidelines**

- .01** A hot meal will be boarded on all flight legs (min. **1:35**) which operate over the lunch period (**1200** to **1330**). A sandwich snack will be boarded for flight legs less than **1:35**.
- .02** Pilots terminating duty at home base will be paid the lunch allowance for arrivals of **1230** or later (local time), providing the applicable meal was not already boarded on a previous flight leg.

**.06 Dinner Guidelines**

- .01** A hot meal will be boarded on all flight legs (min. **1:35**) which operate over the dinner period (**1730** to **1930**). A sandwich snack will be boarded for flight legs less than **1:35**.
- .02** Pilots terminating duty at home base will be paid the dinner allowance for arrivals of **1830** or later (local time), providing the applicable meal was not already boarded on a previous flight leg.

**.07 Snacks**

- .01** A snack allowance will be paid whenever a legal layover extends through the hour of **0200** local time.
- .02** Sandwich snacks will be boarded in addition to a hot meal on certain **longhaul** flights (overseas/global).

**.08 Fruit Boxes**

- .01** A fruit box for each pilot will be boarded for each duty period over **4:00** hours.

**.09 Bottled Water**

- .01** A **1** litre bottle of water will be boarded for each pilot for each 6 hours on duty or portion thereof.

**.10 Domestic Freighter Guidelines**

- .01** For overnight operations (**2030** to **0700**), a hot dinner and hot breakfast along with a fruit box and bottled water for each pilot will be boarded. For operations with three (**3**) legs or more, Flight Operations will **endeavor** to board the hot dinner on the first leg and the hot breakfast on the last leg prior to destination.

**.11 Nighthawk Operations (2000 to 0700)**

- .01** A hot meal and fruit box for each pilot will be boarded for the outbound leg and a hot breakfast will be boarded for the return leg.
- .02** If the ground time prior to the return leg exceeds **2:00** hours, a snack allowance will be paid.

**.12 Symbols**

- .01** The following symbols appear on the monthly pairing sheets to indicate food service boarded for pilot consumption.

**HB** - Hot Breakfast  
**CB** - Cold Breakfast  
**HM** - Hot Meal  
**HL** - Hot Lunch  
**HD** - Hot Dinner  
**FB** - Fruit Box  
**2F** - 2 Fruit Boxes  
**SS** - Sandwich Snack

- .13 .01** These guidelines are meant to cover the majority of situations. Some adjustments to the meals boarded and/or allowances may be required on certain routes in order to maintain proper nutrition.

- .02** Pilots requesting an adjustment should contact their **LEC** Accommodation and Meal representative, who will present the request to the General Manager, Crew Scheduling and Flight Operations, **for approval**.

**16.05 Training** - Pilots when away from home domicile on training courses shall be allowed reasonable and necessary expenses for rooms and transportation. Meal expenses shall be as in Article **16.02.01** and **16.02.04**.

**16.06** Any fees assessed by Transport Canada for the purpose of attaining or maintaining pilot licensing qualification to operate Air Canada aircraft will be paid for by the Company.

**16.07 Moving Expenses**

- .01** Pilots when transferring from one station to another at Company request, will be allowed moving expenses for normal personal and household effects.
- .02** Pilots, when transferring from one station to another at their own request, or as successful base bidders, will bear their own expenses.
- .03** Pilots, making mutual transfers with the joint approval of the Company and the Association, or otherwise transferring at their own expense, shall be provided space available transportation for themselves and dependent members of their families to the extent permitted by law.
- .04** Pilots, temporarily or permanently transferred from one base to another at Company request, shall be allowed temporary or permanent transfer expenses, as the case may be, of not less than those provided in the Company's Regulations Manual.
- .05** Successful bidders on pilot vacancies to newly established or **re-established** bases shall be considered as having been moved at Company request.
- .06** Pilots may be allowed additional expenses when special occasions arise, subject to the approval of the Company.
- .07** A pilot, when transferring from one base to another at Company request, shall be allowed a reasonable period of travelling time, during which he will be allowed expenses in accordance with the Company's Regulations Manual.

## ARTICLE 17 – HOURS OF SERVICE

### **17.01** General Flex

- .01** Seventy-eight **(78:00)** hours of flying shall constitute the monthly maximum for all pilots. However, the Company may designate any month in the calendar year in which the monthly maximum may be in a range of seventy-seven **(77:00)** to eighty **(80:00)** hours. This flying may be designated in units of one **(1)** hour or more up to the maximum of eighty **(80:00)** hours. The following provisions will apply to the designated months.
- a) The Association will be given as much notice as possible of the increase/decrease and the designated monthly maximum will not be changed once the pairing package is issued.
  - b) The designated months may be applied by:
    - i) Equipment
    - ii) Equipment by base
    - iii) Equipment by status

- 1. Equipment by status may only be used when the total number of system line pilots is equal to or greater than the following levels (as of Bid **00-01**):  
  
Captain status - **997**  
F/O status - **1050**
    - 2. The total number of system line pilots in the Captain and F/O status shall be determined as of December **31** annually using the most recent Pilot Position Assignment List.
    - 3. Should either number be greater than the numbers specified above then future determinations for use by status shall be from the new higher level(s).
  - c) The designated months will be limited as follows:
    - i) The calendar quarterly total maximum hours must fall in the range of two hundred thirty-two **(232:00)** to two hundred forty **(240:00)** hours for each equipment type. The quarterly calendar shall be the block months January to March, April to June, July to September and October to December.
    - ii) The annual calendar total maximum hours must fall in the range of nine hundred thirty-six **(936:00)** to nine hundred forty-six **(946:00)** hours for each equipment type.
    - iii) The difference between the designated monthly maximum of the same equipment at different bases will not exceed **two (2:00)** hours. This maximum difference will also apply between Captains, First **Officers** and Second **Officers** should 'Equipment by status' (Article **17.01.01(b)** iii) ever be **utilized**.

- d) The bank may not be debited to increase pay hours beyond the designated monthly maximum or seventy-eight **(78:00)** hours, whichever is greater, and will be paid for in the normal manner. Hours over seventy-eight **(78)** hours or the designated monthly maximum, whichever is greater, will be deposited in the Bank. In a month designated less than seventy-eight **(78)** hours any credit in the pilots bank will be used to increase his flight time and credits up to a maximum of seventy-eight **(78)** hours,
- e) The minimum guarantee will be increased by the same amount as the designated hours over seventy-eight **(78)**.
- f) The Company may not designate hours greater than or less than seventy-eight **(78)** if any pilot is on furlough.
- g) **DPG** will be applicable as detailed in Article **17.11**.
- h) For each increase **of** one hour during designated months, the guarantees referred to in Article **10.02** for Overseas and **Nav-aid** pay, will be increased by thirty **(30)** minutes.
- i) Pilots on flat salary will have an hourly rate established by dividing their applicable monthly rate by seventy-eight **(78)**. This hourly rate will be paid for those hours flown in excess of seventy-eight **(78)** hours up to the designated monthly maximum. At no time will they earn less than their applicable monthly rate regardless of the designated monthly maximum. **CL-65** pilots on flat salary will have an hourly rate established by dividing the applicable monthly rate by the designated monthly maximum as detailed in LOU **#31**.
- j) Flight time limitations for training and leaves of absence will be one thirtieth **(1/30th)** of the designated monthly maximum.

- .02** Notwithstanding the provisions of Article **17.01.01**, a pilot shall be legal to complete his last pairing of the month provided his projected time to the outbound point (Ref. Section **9.04**), will not cause him to exceed the designated monthly maximum.
- .03** Notwithstanding the provisions of Article **17.01.01** and **17.01.02**, when a pilot is legal to commence the last pairing of the month, he shall be legal to complete such pairing.
- .04** Notwithstanding the provisions of **17.01.01** and **17.01.02**, a pilot holding a block selection but who has been subject to block growth, shall be legal to depart from his home base to complete his last flight or flight sequence in his block, provided his flying time has not reached the designated monthly maximum prior to commencing the last flight or flight sequence in his block, and provided he is not exceeding a total block projection of the designated monthly maximum plus seven **(7:00)** hours to a maximum of eighty-five **(85.00)** hours and at pilot option to a maximum of ninety **(90)** hours,
- .05** For determining compliance with the monthly maximum hours specified herein, the method used for computing flight time shall be as specified in Article **7.01** with respect to computing hours for pay purposes, in addition to other flight time credits specified in this Agreement.

- .06** The Company agrees to provide means at each base for accurately recording the time flown by each pilot during his current month, and to make this record conveniently available to the pilots.

**17.02 (a)** Flex Hours for Growth

- .01** In order to meet the training flow requirements as a result of growth, following the publication of an equipment bid reflecting an increase in the total number of pilot assignments (bid over bid), the designated monthly maximum limitation may be increased in thirty **(30)** minute increments by equipment by status, subject to the following conditions:

- i) Growth Flex may only be used when the total number of system line pilots is equal to or greater than the following levels (as of Bid **00-01**):

Captain status **997**  
F/O status **1050**

This threshold will be adjusted, upward only, on a bid to bid basis. Should either number be greater than the numbers specified above, then future determinations for use of Growth Flex shall be from the new higher level(s).

- ii) Growth Flex hours on a system-wide basis by equipment and status may be used, in addition to regular flex hours, to increase the applicable designated monthly maximum, but not to exceed eighty-five **(85)** hours. The amount of Growth Flex which may be allowed in any given month by successive Equipment Bids will be cumulative up to the maximum limit of eighty-five **(85)** hours.
- iii) Growth Flex hours may be used commencing with the start of the first or second block month following the posting of a bid meeting the Growth Flex requirements. That equipment bid may not be cancelled prior to closing once the decision to use Growth Flex has been declared. The Company will declare both the intent to use Growth Flex and the first block month of Growth Flex by not later than the date on which the resulting Equipment List is published.
- iv) Growth Flex hours may be **utilized** on all positions rated below the designated increased position as defined by equipment-status.
- v) The maximum amount of Growth Flex available and the position(s) to which it may be applied will be determined using the calculations in Article **17.02(a)11**. The Company may elect to increase the applicable designated monthly maximum by not more than this amount for **five (5)** block months from the commencement of Growth Flex, and by not more than one-half **(1/2)** the maximum amount for an additional five **(5)** block months.

- .02** Minimum Guarantee for Blockholders and Reserves will be increased by the same amount as the designated hours over seventy-eight **(78)**.

- .03** The Company may not designate hours greater than seventy-eight **(78)** if any pilot is on furlough.

- .04 For each increase of thirty **(30)** minutes during designated months, the guarantees referred to in Article **10.02** for Overseas and **Nav-aid** pay will be increased by fifteen **(15)** minutes.
- .05 Pilots on flat salary will have an hourly rate established by dividing their applicable **monthly** rate by seventy-eight **(78)**. This hourly rate will be paid for those hours flown in excess of seventy-eight **(78)** hours up to the designated monthly maximum. **CL-65** pilots on flat salary will have an hourly rate established by dividing the applicable monthly rate by the designated monthly maximum as detailed in LOU **#31**.
- .06 Pay and flight time limitations for training, reserve vacation and leaves of absence will be one thirtieth **(1/30th)** of the designated monthly maximum.
- .07 **DPG** will be applicable as detailed in Article **17.11**.
- .08 Notwithstanding the provisions of Article **17.01.01** and **17.01.02**, when a pilot is legal to commence the last flight or flight sequence for the month, he shall be legal to complete such flight or flight sequence provided he does not exceed the designated monthly maximum plus seven **(7)** hours and at pilot option to a maximum of ninety **(90)** hours.
- .09 **Notwithstanding** the provisions of **17.01.01** and **17.01.02**, a pilot holding a block selection but who has been subject to block growth, shall be legal to depart from his home base to complete his last flight or flight sequence in this block, provided his flying time has not reached the designated monthly maximum prior to commencing the last flight or flight sequence in his block, and provided he is not exceeding a total block projection of the designated monthly maximum plus seven **(7)** hours and at pilot option to a maximum of ninety **(90)** hours.
- .10 Normal bank action will take place when a pilot flies less than or more than the designated monthly maximum.
- .11 The following formulae will determine the allowable amount of Growth Flex and to which equipment-status it may be applied:

Maximum amount of Growth Flex = eighty **(80)** hours X f percent.

$$f = \frac{(n - p) - .025 p}{p}$$

Where: p = number of jobs on the previous bid  
n = number of jobs on the new bid  
g = overall growth percentage,  
e.g.  $g = \frac{(n - p)}{p}$

NOTE: This number will be rounded to the nearest one-half **(1/2)** hour.

Subject to overall growth of greater than two and one-half percent **(2.5%)**, Growth Flex may be applied to any equipment-status rated below the highest equipment-status which shows an increase in jobs of:

the total number of previous jobs in that equipment-status X g ,

OR

$$9 \times (n - p)$$

whichever is greater.

Note: Both parties agree that further modifications may be required to Article **17.02.01** as a result of unforeseen circumstances. Any change must be mutually agreeable.

.12 The Growth Flex provisions resulting from a given Equipment Bid will terminate in accordance with the first applicable condition below:

- (a) ten **(10)** block months from commencement, OR
- (b) all pilots training is completed, OR
- (c) a subsequent Equipment Bid reduces the assignments below the threshold levels.

.13 The following example illustrates the application of these provisions based on Bid **96-01**:

#### Determination of amount of Growth Flex

Net increase Bid **95-02 (1383)** to Bid

**96-01(1468)** = **85** jobs

Overall growth percentage = **6.1** %

Job correction based on **2.5%** of previous jobs = **35** jobs

Corrected job increase ( **85 - 35** ) = **50** jobs

Allowable flex percentage ( **50 / 1383** ) = **3.6%**

Maximum amount of Growth Flex (**80** hours X **3.6%**) = **2.88** hours

Growth Flex Hours (to nearest **1/2** hour) = up to **3:00** for first 5 block months = up to **1:30** for remaining 5 block months

#### Determination of affected positions

All positions below the highest equipment-status growing by the greater of:

- (a) **6.1%** of the jobs in that equipment-status (overall growth percentage),  
OR
- (b) 5 jobs in that equipment-status (**6.1%** of **85** net job increase)

In this example, based on Bid **96-01**, all positions below **A340** Captain would be eligible for Growth Flex based on system-wide growth of **23 A340** Captain jobs. (Although Vancouver **B744** Captains increased by 6 jobs, Toronto **B744** Captain jobs simultaneously decreased by **2**, resulting in a system-wide increase of 4 **B744** Captain jobs, below the required threshold. All positions rated below **A340** Captain could be flexed by an additional **3:00** over the maximum allowed by normal flex hours for **5** block months, and by **1:30** over the maximum allowed by normal flex hours for an additional 5 block months. Any growth flex triggered by a subsequent Equipment Bid prior to the **expiry** of Bid **96-01** Growth Flex would be cumulative above that remaining, to the maximum of **85:00**.

**Art. 17.02 (b) Flex For immediate Unplanned Aircraft Acquisition**

- .01 This will provide the executive branch the ability to pursue additional unplanned aircraft acquisition opportunities by allowing aircraft to be operated within the restrictions below, by prior mutual agreement between the Company and the Association. As a general guideline, this agreement should include at least the amount, duration and commencement of flex and the time period within which aircraft deliveries may reasonably be expected, on a case-by-case basis.
- .02 This flex provision is intended to be used as a bridge until an equipment bid can be produced and the resulting training program can meet the increased crew requirements on the affected **aircraft type**.
- .03 This flex only applies to the aircraft type being acquired, and will continue for a period of time to be determined on a case-by-case basis. Any agreed flex will not begin before the release of the associated equipment bid and will be terminated immediately in accordance with the first applicable condition as follows:
  - (a) upon cancellation of the pertinent Equipment Bid, OR
  - (b) upon posting of a subsequent Equipment Bid showing fewer jobs in the affected equipment-status than the pertinent Equipment Bid, OR
  - (c) in the event the new aircraft leaves the fleet, OR
  - (d) in the event the new aircraft is not delivered within a reasonable period of time. This period will be determined on a case-by-case basis.
- .04 This flex provision will be effective the month of delivery of the applicable new aircraft, and will be applied equally, system-wide, on that equipment **type**.

The amount of the flex additive (hours) will be based on the relationship of average aircraft type **utilization** to the current fleet or as a percentage of fleet size.
- .05 These agreed flex hours may be used, in addition to regular flex hours, to increase the applicable designated monthly maximum, but not to exceed eighty-five **(85)** hours.
- .06 The provisions of Article **17.02(a).02** through Article **17.02(a)11** will also apply whenever flex for immediate unplanned aircraft acquisition is **utilized**.



### 17.03 Voluntary Make-up

A pilot holding a block selection shall, provided he is "legal", be permitted to pick up flying time from "open" flying time available at his base throughout the block month, subject to the following:

At the time of awarding the open flying, the pilot must be legal to complete the last flight in his block from home base, provided the projected time of the pilot at the time of the awarding plus the scheduled outbound time of the open flight does not exceed the monthly maximum.

A pairing awarded to a **blockholder** on make-up will be considered as part of the pilot's block once awarded.

### 17.04 Duty Time – General (Effective April 2<sup>nd</sup>, 2000 until December 31<sup>st</sup>, 2001)

A flight duty period shall be determined as follows:

- a) **When Operating** - the flight duty period shall commence one **(1)** hour prior to the scheduled departure, or the required reporting time, whichever is later, and shall end thirty **(30)** minutes after actual arrival.
- b) **When Deadheading**
  - .01 **From Canadian Airports To Canadian Airports** - the flight duty period shall commence thirty **(30)** minutes prior to the scheduled departure, or the required reporting time, whichever is later, and shall end fifteen **(15)** minutes after actual arrival of the designated flight.
  - .02 **From Canadian Airports To Non-Canadian Airports** - the flight duty period shall commence one **(1)** hour prior to scheduled departure, or the required reporting time, whichever is later, and shall end fifteen **(15)** minutes after actual arrival of the designated flight.
  - .03 **From Overseas Operations Airports To Any Airport** - the flight duty period shall commence one **(1)** hour prior to the scheduled departure, or the required reporting time, whichever is later, and shall end fifteen **(15)** minutes after actual arrival of the designated flight.
  - .04 **From All Other Airports To Any Airport** - the flight duty period shall commence thirty **(30)** minutes prior to the scheduled departure, or the required reporting time, whichever is later, and shall end fifteen **(15)** minutes **after** actual arrival of the designated flight.

#### 17.04.01 Flight Duty Period - Basic Crew

- A) Pairings created by both the Crew Planning Department and the Crew Scheduling Department will be planned using the rules outlined below.

- .01 **Basic Limitations:**

The maximum scheduled flight duty period will be governed in accordance with local time at commencement of the flight duty period and the following rules:

A. FLIGHT DUTY PERIODS COMMENCING BETWEEN **0500-1659**

1. Maximum flight duty period will be limited to thirteen **(13)** hours. In cases where the flight duty period does not exceed three **(3)** planned flight legs, the maximum flight duty period may be scheduled to fourteen **(14)** hours, provided the flight duty period starts and stops within the home base time zone and the preceding rest period is twelve **(12)** hours or more.
2. First landing after **0200** will terminate the flight duty period except as provided in **17.04.01 A).04.01**

B. FLIGHT DUTY PERIODS COMMENCING BETWEEN **1700-1929**

1. Maximum flight duty period will be limited to twelve **(12)** hours.
2. First landing after **0200** will terminate the flight duty period except as provided in **17.04.01 A).04.01**.

C. FLIGHT DUTY PERIODS COMMENCING BETWEEN **1930-2159**

1. Maximum flight duty period will be limited to eleven **(11)** hours.
2. First landing after **0200** will terminate the flight duty period except as provided in **17.04.01 A).04.01** or with the exception of flight duty periods which do not exceed either:
  - a) ten **(10)** hours and two **(2)** planned flight legs
  - b) nine **(9)** hours and three **(3)** planned flight legs

D. FLIGHT DUTY PERIODS COMMENCING BETWEEN **2200-0459**

1. The preceding rest period must be twelve **(12) hrs** or more.
2. Maximum flight duty period will be limited to
  - a) ten **(10)** hours and two **(2)** planned flight legs
  - b) nine **(9)** hours and three **(3)** planned flight legs
3. First landing after **0600** will terminate the flight duty period with the exception of flight duty periods commenced at **0400** or later.

**.02** Specific Limitations: Notwithstanding the Basic Limitations in **17.04.01 A).01**, the following additional rules will apply:

A. Flight duty periods on the **DC-9** and **CL-65** aircraft will not be planned in excess of twelve **(12)** hours.

B. On two-pilot aircraft:

1. For flight duty periods finishing four **(4)** or more one **(1)** hour time zones from the starting flight duty time zone, the maximum planned flight duty period shall be twelve **(12)** hours and limited to two **(2)** planned flight legs.

- .03 Notwithstanding the Basic and Specific Limitations in **17.04.01 A).01** and **17.04.01 A).02**, for domestic operations only, any flight duty period commencing between **1900** and **2159** inclusive, may be scheduled for up to a maximum of twelve **(12)** hours provided:
- A. the flight duty period is broken by an airport layover of five **(5)** hours or more.
  - B. the flight(s) operate from a pilot's crew base to the layover point directly (may include an **enroute** landing) and return directly to that crew base (non-standard layover).
- .04 Provided the flight duty time, excluding additional time for deadhead on the last leg(s), is completed within the maximum flight duty periods described in **17.04.01** and **17.04.02**, and the deadhead flight departs no later than two and one half hours **(2 ½)** after the arrival of the last flight operated, the maximum flight duty period may be extended for a maximum of two **(2)** hours for the purpose of deadheading to home base or to a layover point.
- .01 A pilot may be planned to deadhead within Europe upon arrival of an Atlantic crossing provided the deadhead movement is completed before **12:00 British/13:00** European time.
- .05 A pilot may be scheduled for a flight duty period of up to eighteen **(18)** hours, provided the flight duty period consists of only a direct flight with a maximum of two **(2)** planned deadhead legs.
- .06 Except for the **CL-65**, in cases where a flight duty period exceeds five **(5)** planned flight legs, the maximum flight duty period will be reduced by one **(1)** hour for each landing in excess of five **(5)**. In cases where the **CL-65** flight duty period exceeds eight **(8)** planned flight legs, the maximum flight duty period will be reduced by one **(1)** hour for each landing in excess of eight **(8)**.
- .07 Flight duty periods in excess of those specified in Article **17.04.01** and **17.04.02** may be scheduled subject to agreement within **PEAC**.
- .08 A pilot who undergoes periodic training prior to line flying shall be considered as on flight duty for flight duty period limitation purposes only, from the time he is required to report for **training** or as detailed in Article **17.04b)** prior to a deadhead movement to the training location, whichever is earlier. Special flight time and pay credits will commence at the reporting time for line flying as per Article **17.04.01**.
- .09 Pilots based at a "Co-Terminal" who originate and terminate at the "**Co-Terminals**", will have an agreed travel time added to the beginning or end of the flight duty period for the purpose of flight duty period limitations as defined in Article **17.04** and Special flight time and pay credits as defined in Article **17.11**, Expeditious Transportation, will be provided by the Company.
- .10 Whenever a crew must deadhead between Co-Terminal airports as part of a flight duty period, they will be paid and flight time credited for the agreed-upon travelling time between these airports as per Article **12**. These times, as shown in Section **10.06**, will also be used to plan the pairings involving this movement.

- B)** Once a pairing has been started the following rules will apply:
- .01** In the event of operational delays, these maximum flight duty periods may be extended for up to **two (2)** hours with the concurrence of the flight crew.
  - .02** A pilot deadheading under the provisions of Article **17.04.01 A), 04 & .05** above may elect to exceed the limitations and all special flight time and pay credits as per Article **17.11** shall continue to accrue. Should a pilot not elect to exceed these limits, special flight time and pay credits shall apply until his actual arrival at home base or layover point.

## Basic Crew Flight Duty Period Limitations

D/H		L	E	G	S	
2	1	2	3	4	5	6*

## LOCAL START TIME

0500 – 1659	18	13*	13*	13*	13	13	~12
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- Following rest period of **12 hrs** or more, flight duty may be extended to **14 hrs**, provided the flight duty period starts and stops within the home base time zone.
- First landing after **0200** terminates flight duty period except as provided in **17.04.01 A).04.01**.

1700 ~ 1929	18	12	12	12	12	12	~11
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- First landing **after 0200** terminates flight duty period except as provided in **17.04.01 A).04.01**.

1930 ~ 2159	18	11	11	11	11	11	~10
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- First landing after **0200** terminates flight duty period except as provided in **17.04.01 A).04.01** or except for periods which do not exceed either:
  - **10 hrs** and 2 legs, or
  - **9 hrs** and 3 legs

2200 ~ 0459	18	10	10	9	N/A	N/A	N/A
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- Preceding rest period must be **12 hrs** or more.
- First landing after **0600** terminates flight duty period, except for flight duty periods which commence **0400** or later.

## IN ADDITION

- DC-9 CL-65** limited to **12 hrs**
- 2 pilot, 4 or more time zones limited to **12 hrs - 2 legs**
- Deadhead within Europe after Atlantic crossing may be planned provided the deadhead movement is scheduled to be completed by **12:00 British/13:00** European time.
- 1900 - 2159** with 5 hr **A/P** layover allowable to **12 hrs Fr/To** home base
- D/H** on direct flights with a maximum of 2 planned legs allowed up to **18 hrs**.
- Except **CL-65**, all flight duty period limits reduced by 1 hr for each planned flight leg over **5**. (All **CL-65** flight duty period limits reduced by 1 hr for each planned flight leg over **8**)
- In the event of operational delays, these maximum flight duty periods may be extended for up to two **(2)** hours with the concurrence of the flight crew.

17.04.02 **Flight Duty Period - Augmented Crew**

17.04.02.01 **Flight Duty Period-Augmented Crew-Single Augmentation**

Pairings created by both the Crew Planning Department and the Crew Scheduling Department will be planned using the rules outlined below.

- .01 If a crew is augmented by an Augmentation Pilot or a Relief Pilot the maximum flight duty period time will be planned as indicated in Chart 1 and/or 2 below subject to the availability of an **onboard** crew rest facility, either a flight relief seat, or a flight relief bunk and one **"J"** class seat, or a flight relief bunk and 1 row (**3** seats) of economy seats only on all economy configured aircraft.
- .01 For **A-340** aircraft the designated one (**1**) **"J"** class seat may be occupied by a full revenue passenger in the event the **"J"** class cabin is full. In all other cases this seat will be reserved for the use of the operating crew.
- .02 For overseas operations, excluding North America and the Caribbean, one (**1**) additional crew member extends the flight duty period planned as indicated in Chart 1 and/or 2 below and limits the number of scheduled landings to three (**3**) provided there is not more than one (**1**) flight leg following the longest flight leg.
- .03 The **A330** may not be scheduled on any route which has a stage length in excess of ten (**10**) hours, thirty (**30**) minutes, notwithstanding, an **A330** may be used on such a flight in order to replace another aircraft type due to mechanical or **misconnection**. Anytime the **A330** is substituted on a route where augmentation is required, the flight relief seat required will be a single non-adjointing J-class seat or two (**2**) adjoining J-class seats. The specific seats required will be determined by **PEAC**. The **A330** **cannot** be used on a route where a bunk is required.
- .04 For planned flight duty periods exceeding the basic limitations in Article **17.04.01 A)**, on North American and Caribbean operations **utilizing A-319/320 or B767** Aircraft not equipped with an **onboard** crew rest facility, one (**1**) additional crew member extends the planned flight duty period to a maximum of twelve (**12**) hours and limits the number of legs to two (**2**) provided the Augment or Relief pilot is provided with two (**2**) adjoining **J** class seats.
- .05 For planned flight duty periods exceeding the basic limitations in Article **17.04.01 A)**, on North American and Caribbean operations **utilizing** aircraft equipped with an **onboard** crew rest facility, one (**1**) additional crew member extends the planned flight duty period to a maximum of fourteen (**14**) hours and limits the number of legs to two (**2**).

# **Single Augmentation Rules**

## **CHART 1. Flight Duty period limits for flights crossing four or more time zones**

Over 10 hours to 12 hours	Over 12 hours to 14 hours	Over 14 hours to 16 hours with landing prior to 0400 home base time.
Augmentation will be provided for all Pacific crossings except as approved by PEAC. Europe – India – Europe and as detailed in Chart 2	Single Augmentation described in 17.04.02.01 will be provided for all flights.	Single augmentation will be provided except as described in 17.04.02.01.03 below Bunk required.

- .02 In recognition of the flight duty periods associated with flights on 2 pilot aircraft operating between Europe and Western Canada, pairings will be planned using the following rules:

## **CHART 2.**

CREWS BASED IN WESTERN CANADA	CREWS BASED IN EASTERN CANADA
Eastbound flights scheduled to land in Europe at 0400 home base time or later will be augmented.	Eastbound flights scheduled to land in Europe at 0400 home base time or later will be augmented.
Westbound flights departing the UK or Europe prior to 1500 local time will be augmented.	Westbound flights departing the UK or Europe prior to 1200 local time will be augmented.

- .03 Flights that have a planned flight duty period in excess of fifteen (15) hours and consist of one (1) flight leg will be reviewed by Flight Dispatch approximately four (4) hours prior to flight departure. At that time, if the air time is forecast to exceed thirteen hours, forty five minutes (13:45) or there are extenuating operational circumstances as determined by Flight Dispatch, double augmentation described in Article 17.04.02.02 will be provided.

## **17.04.02.02 Flight Duty Period -Augmented Crew – Double Augmentation**

- .01 A crew augmented by an Augmentation Pilot and a Relief Pilot or two (2) Augmentation Pilots may be planned between 14 and 16 hours where the landing is planned after 0400 Home Base time, subject to the availability of two (2) flight relief bunks and one (1) "J" class seat. A crew augmented by an Augmentation Pilot and a Relief Pilot or two (2) Augmentation Pilots may be planned between 16 and 18 hours subject to the availability of two (2) flight relief bunks and one (1) "J" class seat.

## **17.04.02.03 Augmentation -Miscellaneous**

- A) .01 Provided the flight duty time excluding deadhead time is completed within the maximum flight duty periods described in 17.04.02.01 and 17.04.02.02, the planned maximum flight duty period may be extended for up to two (2) hours (not to exceed eighteen (18) hours) for the purpose of deadheading to home base or to a layover point. The deadhead flight must depart no later than two and one-half (2½) hours after the arrival of the last flight operated.
- .02 Any flight duty period requiring augmentation will be limited to a maximum of two (2) planned flight legs if the planned flight duty period exceeds fourteen (14) hours. The second flight leg is planned only to allow an augmented crew to complete (or start) a direct flight after (or before) operating an oceanic crossing.

.03 **B-747** (Classic) flights exceeding the limitations in Article **17.04.01** will be referred to the **PEAC** committee for resolution of issues related to augmentation.

.04 An Augmentation Pilot is a Captain or First Officer who is fully qualified and also holds a Captain or First Officer position on the aircraft requiring augmentation and paid at normal rates of pay for the position held. A Relief Pilot is fully trained to the competency level required for the successful completion of a IA **PPC**, and holds a Relief Pilot position on the aircraft requiring augmentation

B) Once a pairing has been started the following will apply:

.01 In the event of operational delays, these maximum flight duty periods may be extended for up to two **(2)** hours with the concurrence of the flight crew.

.02 A pilot deadheading under these provisions may elect to exceed the limitations and all special flight time and pay credits as per Article **17.11** shall continue to accrue. Should a pilot not elect to exceed these limits, special flight time and pay credits shall apply until his actual arrival at home base or layover point.

**17.04.03 Irregular Operations**

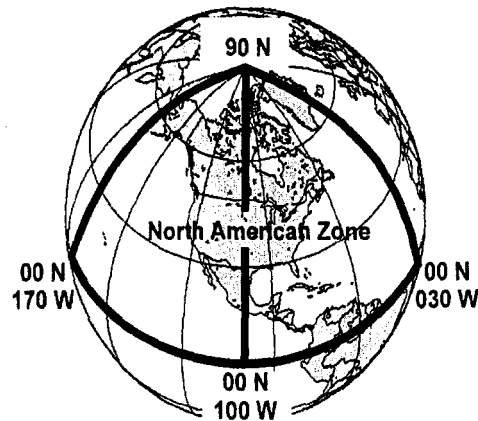
It is **recognized** that, during irregular operations, the actual flight duty period may exceed the maximum flight duty period but, in view of the many factors involved, the decision to continue or interrupt a flight should be left to the discretion of the pilots.



17.04 Duty Time -General (Effective from January 1<sup>st</sup>, 2002)

A flight duty period shall be determined as follows:

- a) **When Operating** - the flight duty period shall commence one (1) hour prior to the scheduled departure, or the required reporting time, whichever is later, and shall end thirty (30) minutes after actual arrival.
- b) **When Deadheading**
- .01 **From Canadian Airports To Canadian Airports** - the flight duty period shall commence thirty (30) minutes prior to the scheduled departure, or the required reporting time, whichever is later, and shall end fifteen (15) minutes after actual arrival of the designated flight.
- .02 **From Canadian Airports To Non-Canadian Airports** - the flight duty period shall commence one (1) hour prior to scheduled departure, or the required reporting time, whichever is later, and shall end fifteen (15) minutes after actual arrival of the designated flight.
- .03 **From Overseas Operations Airports To Any Airport** - the flight duty period shall commence one (1) hour prior to the scheduled departure, or the required reporting time, whichever is later, and shall end fifteen (15) minutes after actual arrival of the designated flight.
- .04 **From All Other Airports To Any Airport** - the flight duty period shall commence thirty (30) minutes prior to the scheduled departure, or the required reporting time, whichever is later, and shall end fifteen (15) minutes after actual arrival of the designated flight.
- c) **North American Zone**
- .01 The North American Zone is bounded by 30W, 170W and the equator.
- .02 Map of the North American Zone



**17.04.01 Flight Duty Period -Basic and Augmented Crew Inside the North American Zone**

- .01 Pairings created by both the Crew Planning Department and the Crew Scheduling Department will be planned using the rules outlined below when all points within a flight duty period are inside the North American Zone.
- .02 Basic Limitations: The maximum scheduled flight duty period will be governed in accordance with local time at commencement of the flight duty period and the following rules:
  - .01 FLIGHT DUTY PERIODS COMMENCING BETWEEN **0500-1659**
    - A. Maximum flight duty period will be limited to thirteen **(13)** hours. In cases where the flight duty period does not exceed three **(3)** planned Right legs, the maximum flight duty period may be scheduled to fourteen **(14)** hours, provided the flight duty period starts and stops within the home base time zone and the preceding rest period is twelve **(12)** hours or more.
    - B. First landing after **0200** will terminate the flight duty period.
  - .02 FLIGHT DUTY PERIODS COMMENCING BETWEEN **1700-1929**
    - A. Maximum flight duty period will be limited to twelve **(12)** hours.
    - B. First landing after **0200** will terminate the flight duty period.
  - .03 FLIGHT DUTY PERIODS COMMENCING BETWEEN **1930-2159**
    - A. Maximum flight duty period will be limited to eleven **(11)** hours.
    - B. First landing after **0200** will terminate the flight duty period except flight duty periods which do not exceed either:
      - a) ten **(10)** hours and two **(2)** planned flight legs
      - b) nine **(9)** hours and three **(3)** planned flight legs
  - .04 FLIGHT DUTY PERIODS COMMENCING BETWEEN **2200-0459**
    - A. The preceding rest period must be twelve **(12) hrs** or more.
    - B. Maximum flight duty period will be limited to
      - a) ten **(10)** hours and **two (2)** planned flight legs
      - b) nine **(9)** hours and three **(3)** planned flight legs
    - C. First landing **after 0600** will terminate the flight duty period with the exception of flight duty periods commenced at **0400** or later.
- .03 Specific Limitations: Notwithstanding the Basic Limitations in Article **17.04.01.02**, the following additional rules will apply:
  - .01 Flight duty periods on the **DC-9** and **CL-65** aircraft will not be planned in excess of **twelve (12)** hours.
  - .02 On two-pilot aircraft, for flight duty periods finishing four **(4)** or more one **(1)** hour time zones from the starting flight duty time zone, the maximum planned flight duty period shall be twelve **(12)** hours and limited to two **(2)** planned flight legs.
  - .03 The company shall not carry out any turnarounds between the Hawaiian Islands and the North American mainland.

- .04 Notwithstanding the Basic and Specific Limitations in Article **17.04.01.02** and **17.04.01.03**, for domestic operations only, any flight duty period commencing between **1900** and **2159** inclusive, may be scheduled for up to a maximum of twelve **(12)** hours provided:
- .01 the flight duty period is broken by an airport layover of five **(5)** hours or more.
  - .02 the flight(s) operate from a pilot's crew base to the layover point directly (may include an **enroute** landing) and return directly to that crew base (non-standard layover).
- .05 Provided the flight duty time, excluding additional time for deadhead on the last leg(s), is completed within the maximum flight duty periods described in Article **17.04.01**, and the deadhead flight departs no later than two and one half hours **(2 ½)** after the arrival of the last flight operated, the maximum flight duty period may be extended for a maximum of two **(2)** hours for the purpose of deadheading to home base or to a layover point.
- .06 A pilot may be scheduled for a flight duty period of up to eighteen **(18)** hours, provided the flight duty period consists of only a direct flight with a maximum of two **(2)** planned deadhead legs.
- .07 Except for the **CL-65**, in cases where a flight duty period exceeds five **(5)** planned flight legs, the maximum flight duty period will be reduced by one **(1)** hour for each landing in excess of five **(5)**. In cases where the **CL-65** flight duty period exceeds eight **(8)** planned flight legs, the maximum flight duty period will be reduced by one **(1)** hour for each landing in excess of eight **(8)**.
- .08 Flight duty periods in excess of those specified in Article **17.04.01** may be scheduled subject to agreement within **PEAC**.
- .09 A pilot who undergoes periodic training prior to line flying shall be considered as on flight duty for flight duty period limitation purposes only, from the time he is required to report for training or as detailed in Article **17.04 b)** prior to a deadhead movement to the training location, whichever is earlier. Special flight time and pay credits will commence at the reporting time for line flying as per Article **17.04.01**.
- .10 Pilots based at a "Co-Terminal" who originate and terminate at the "**Co-Terminals**", will have an agreed travel time added to the beginning or end of the flight duty period for the purpose of flight duty period limitations as defined in Article **17.04** and Special flight time and pay credits as defined in Article **17.11**, Expeditious Transportation, will be provided by the Company.
- .11 Whenever a crew must deadhead between Co-Terminal airports as part of a flight duty period, they will be paid and flight time credited for the agreed-upon travelling time between these airports as per Article **12**. These times, as shown in Section **10.06**, will also be used to plan the pairings involving this movement.

- .12 If a crew is augmented by an Augmentation Pilot or a Relief Pilot the maximum flight duty period time will be planned as indicated below subject to the availability of an **onboard** crew rest facility, either a flight relief seat, or a flight relief bunk and one **"J"** class seat, or a **flight** relief bunk and 1 row **(3 seats)** of economy seats only on all economy **configured** aircraft.
- .01 For **A-340** aircraft the designated one **(1) "J"** class seat may be occupied by a full revenue passenger in the event the **"J"** class cabin is full. In all other cases this seat will be reserved for the use of the operating crew.
- .02 The **A330** may not be scheduled on any route which has a stage length in excess of ten **(10)** hours, thirty **(30)** minutes, notwithstanding, an **A330** may be used on such a flight in order to replace another **aircraft** type due to mechanical or **misconnection**. Anytime the **A330** is substituted on a route where augmentation is required, the flight relief seat required will be a single non-adjointing **"J"** class seat or two **(2)** adjoining **"J"** class seats. The specific seats required will be determined by **PEAC**. The **A330** cannot be used on a route where a bunk is required.
- .03 For planned flight duty periods exceeding the basic limitations in Article **17.04.01** on North American and Caribbean operations **utilizing A319/320, B767 and A330** aircraft not equipped with an **onboard** crew rest facility, one **(1)** additional crew member extends the planned flight duty period to a maximum of twelve **(12)** hours and limits the number of legs to two **(2)** provided the Augment or Relief pilot is provided with two **(2)** adjoining **"J"** class seats.
- .04 For planned flight duty periods exceeding the basic limitations in Article **17.04.01**, on North American and Caribbean operations **utilizing aircraft** equipped with an **onboard** crew rest facility, one **(1)** additional crew member extends the planned flight duty period to a maximum of fourteen **(14)** hours and limits the number of legs to two **(2)**.
- .13 Once a pairing has been started the following rules will apply:
- .01 In the event of operational delays, these maximum flight duty periods may be extended for up to two **(2)** hours with the concurrence of the flight crew.
- .02 A pilot deadheading under the provisions of Article **17.04.01.05** and **17.04.01.06** above may elect to exceed the limitations and all special flight time and pay credits as per Article **17.11** shall continue to accrue. Should a pilot not elect to exceed these limits, special flight time and pay credits shall apply until his actual arrival at home base or layover point.

D/H		L	E	G	S	
2	1	2	3	4	5	6*

LOCAL START TIME

0500 – 1659	18	13*	13*	13*	13	13	~12
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- \* Following rest period of **12 hrs** or more, flight duty may be extended to **14 hrs**, provided the flight duty period starts and stops within the home base time zone.
- First landing **after 0200** terminates flight duty.

1700 – 1929	18	12	12	12	12	12	~11
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- First landing **after 0200** terminates flight duty.

1930 – 2159	18	11	11	11	11	11	~10
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- First landing **after 0200** terminates flight duty except for periods which do not exceed either:
  - 10 hrs and 2 legs, or
  - 9 hrs and 3 legs

2200 – 0459	18	10	10	9	N/A	N/A	N/A
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- Preceding rest period must be **12 hrs** or more.
- First landing **after 0600** terminates flight duty period, except for flight duty periods which commence **0400** or later.

IN ADDITION

- DC-9CL-65 limited to **12 hrs**
- 2 pilot, 4 or more time zones limited to **12 hrs - 2 legs**
- 1900 - 2159 with 5 hr airport layover allowable to **12 hrs** from/to home base
- D/H on direct flights with a maximum of 2 planned legs allowed up to **18 hrs**.
- Except CL-65, all flight duty period limits reduced by 1 hr for each planned flight leg over 5. (All CL-65 flight duty period limits reduced by 1hr for each planned flight leg over 8)
- In the event of operational delays, these maximum flight duty periods may be extended for up to two (2) hours with the concurrence of the flight crew.

- 17.04.02 Flight Duty Period - Basic and Augmented Crew Outside the North American Zone**
- .01 Pairings created by both the Crew Planning Department and the Crew Scheduling Department will be planned using the rules outlined below whenever any point within a duty period lies outside the North American Zone.
- .02 The **A330** may not be scheduled on any route which has a stage length in excess of ten (10) hours, thirty **(30)** minutes, notwithstanding, an **A330** may be used on such a flight in order to replace another aircraft type due to mechanical or **misconnection**. Anytime the **A330** is substituted on a route where augmentation is required, the flight relief seat required will be a single non-adjointing "J" class seat or two **(2)** adjoining "J" class seats. The specific seats required will be determined by **PEAC**. The **A330** cannot be used on a route where a bunk is required.
- .03 Provided the flight duty time excluding deadhead time is completed within the maximum flight duty periods described in Article **17.04.02**, the planned maximum flight duty period may be extended for up to two **(2)** hours (not to exceed eighteen **(18)** hours) for the purpose of deadheading to home base or to a layover point. The deadhead flight must depart no later than two and one-half **(2 ½)** hours **after** the arrival of the last flight operated.
- .01 A pilot may be planned to deadhead within Europe upon arrival of an Atlantic crossing provided the deadhead movement is completed before **1200 British/1300** European time.
- .04 Any flight duty period requiring augmentation will be limited **to** a maximum of two **(2)** planned flight legs if the planned flight duty period exceeds fourteen **(14)** hours. The second flight leg is planned only to allow an augmented crew to complete **(or start)** a direct flight after (or before) operating an oceanic crossing.
- .05 Augmentation will be provided for:  
all Pacific crossings except as approved by **PEAC**.  
all flights between Europe and India  
all flights to/from Europe and the United Kingdom (plus any other Atlantic crossings) from/to all points in the North American Zone west of **100°W**.
- .06 Flight duty periods in excess of those specified in Article **17.04.02** may be scheduled subject to agreement within **PEAC**.
- .07 A pilot may be scheduled for a flight duty period of up to eighteen **(18)** hours, provided the flight duty period consists of only a direct flight with a maximum of two **(2)** planned deadhead legs.
- .08 A pilot who undergoes periodic training prior to line flying shall be considered as on flight duty for flight duty period limitation purposes only, from the time he is required to report for training or as detailed in Article **17.04 b)** prior to a deadhead movement to the training location, whichever is earlier. Special flight time and pay credits will commence at the reporting time for line flying as per Article **17.04.02**.

- .09 Pilots based at a "Co-Terminal" who originate and terminate at the "Co-Terminals", will have an agreed travel time added to the beginning or end of the flight duty period for the purpose of flight duty period limitations as defined in Article **17.04** and Special flight time and pay credits as defined in Article **17.11**, Expeditious Transportation, will be provided by the Company.
- .10 Whenever a crew must deadhead between Co-Terminal airports as part of a flight duty period, they will be paid and flight time credited for the agreed-upon travelling time between these airports as per Article **12**. These times, as shown in Section **10.06**, will also be used to plan the pairings involving this movement.
- .11 Once a pairing has been started the following will apply:
  - .01 In the event of operational delays, these maximum flight duty periods may be extended for up to two **(2)** hours with the concurrence of the flight crew.
  - .02 A pilot deadheading under the provisions of Articles **17.04.02.03** and **17.04.02.07** may elect to exceed the limitations and all special flight time and pay credits as per Article **17.11** shall continue to accrue. Should a pilot not elect to exceed these limits, special flight time and pay credits shall apply until his actual arrival at home base or layover point.

.12 Flight Duty Period Limitations - Outside the North American Zone

.01 Basic Crew **Flight Duty** Period Limitations Chart-Outside the North American Zone

Crew	Max Legs	Flight Time Limitation	Other Restrictions	Max Flight Duty Period
Basic Crew  Capt & F/O, or 2 Cpts	2	Max planned flight time of 9 hours per flight duty period. (Effective not later April 2 <sup>nd</sup> , 2002)	local start time <b>0500-1929</b>  1 <sup>st</sup> landing after <b>0200</b> local start time terminates the flight duty period except for European D/H as per <b>17.04.02.03</b> and <b>17.04.02.03.01</b>	12:00 hrs
			local start time <b>1930-2159</b>  1 <sup>st</sup> landing after <b>0200</b> local start time terminates the flight duty period except for European D/H as per <b>17.04.02.03</b> and <b>17.04.02.03.01</b> except for flight duty periods which do not exceed 10 hours	11:00 hrs
			local start time <b>2200-0459</b>  The preceding rest period must be 12 hours or more.  1 <sup>st</sup> landing after <b>0600</b> local start time terminates the flight duty period except for flight duty periods that commence at <b>0400</b> or later.	10:00 hrs

In Addition for basic crew (set out in other provisions):

1. Basic crews will not be used on:

Pacific crossings except as approved by **PEAC**.

flights between Europe and India

flights to/from Europe and the United Kingdom (plus any other Atlantic crossings) from/to  
all points in the North American Zone west of **100°W**.

2. D/H only-direct flight (2 legs) up to 18 hours

3. Two hour extension of **max** duty period for D/H

4. European **D/H** rule

5. 2 hour extension for **ops** delay at pilot option



**.02** Augmented Crew Flight Duty Period Limitations Chart - Outside the North American Zone

Crew	Max Legs	Onboard Crew Rest Facility	Other Restrictions	Max Flight Duty Period
Single Augmentation	2	1 flight relief seat or flight relief bunk, and 1 "J" Class seat *	none	14:00 hrs
Basic Crew + 1 RP, or 1 Aug	1	1 flight relief bunk and 1 "J" Class seat *	lands prior to 0400 pilot home base time	15:00 hrs
Double Augmentation  Basic Crew + 1 Aug, 1 RP, or 2 Augs	2	2 flight relief bunks and 1 "J" class seat.	the second leg is planned only to allow an augmented crew to complete (or start) a direct flight <b>after</b> (or before) operating an oceanic crossing.	18:00 hrs

\* For Single Augmentation only, a flight relief bunk and 1 row (3 seats) of economy seats only on all economy configured aircraft, For the A340 aircraft, the designated one "J" class seat may be occupied by a full revenue passenger in the event the "J" class cabin is full. In other cases the seat will be reserved for the use of the operating crew.

In Addition for **single** and double augmented crew: (set out in other provisions)

1. D/H only - direct flight (2 legs) up to 18 hours
2. Two hour extension of max duty period for D/H (max 18 hours)
3. European D/H rule
4. 2 hour extension for ops delay at pilot option

**17.04.03 Irregular Operations**

It is **recognized** that, during irregular operations, the actual flight duty period may exceed the maximum flight duty period but, in view of the many factors involved, the decision to continue or interrupt a flight should be left to the discretion of the pilots.

**17.05 Rest Periods**

- A) Pairings** created by both the Crew Planning Department and the Crew Scheduling Department **will** be planned using the rules outlined below.
- .01** On layovers, the minimum rest period shall be ten **(10)** hours or the length of the preceding flight duty period whichever is greater. This is to provide an opportunity for eight **(8)** hours of uninterrupted sleep plus time for wind-down, personal hygiene and nutrition.
- .02** Layovers longer than fourteen **(14)** hours off duty will be planned at a suitable downtown location, except by prior mutual agreement between the Company and the Association.
- .03** At home base, the minimum rest period shall be twelve **(12)** hours off duty or the length of the preceding flight duty period whichever **is** greater.
- .04** At home base a **reserve** pilot shall have an eight **(8)** hour designated rest period during each **24** consecutive hours of reserve duty. The designated rest period for a reserve pilot shall normally be **21:00** to **05:00** local time unless otherwise advised by crew scheduling.
- B)** Once a pairing has been started the following rules will apply:
- .01** in the case of operational delays, for flight duty **periods** finishing four **(4)** or more one **(1)** hour time zones from the starting flight duty time zone, the actual rest period must be equal to or greater than the previous flight duty period, but at no time less than as provided for in Article **17.05 B).02**.
- .02** In the case of **operational** delays, for flight duty periods finishing less than four **(4)** one **(1)** hour time zones from the starting flight duty time zone, the actual rest period may be reduced to ten **(10)** hours. With the concurrence of the flight crew this rest period may be further reduced to a minimum of nine hours and thirty **minutes (9:30)**. This is to **provide** an opportunity for eight **(8)** hours of **uninterrupted** sleep plus time for wind-down, personal hygiene and nutrition.
- .03** in the case of operational delays, for flight duty periods finishing less than four **(4)** one **(1)** hour time zones from the starting flight duty time zone, home base crew rest may be further reduced to eleven hours thirty minutes **(11:30)** or with the concurrence of the pilot may be reduced to ten **(10)** hours.
- .04** At home base, the minimum rest period for reserve pilots shall be fourteen **(14)** hours off duty for a pilot returning from overseas (excluding Bermuda, Jamaica or Cuba).

**17.06 Monthly Off-Duty Periods - Blockholders**

During a month, a blockholder shall be scheduled for a minimum of four **(4)** separate forty-eight **(48)** hour periods, or three **(3)** separate seventy-two **(72)** hour periods.

For overseas operations, the above may be replaced by either two **(2)** separate **ninety-six (96)** hour periods and one **(1)** forty-eight **(48)** or two **(2)** separate one hundred and twenty **(120)** hour periods.

**17.07 Monthly Off-Duty Periods - Reserve Pilots**

- .01** A Reserve pilot may request, at his option, specific days off other than the following provided such pilot is not on duty for more than five **(5)** consecutive days. If the pilot does not use this option, the reserve assignment shall be constructed to include two **(2)** ninety-six **(96)** hour off-duty periods and two **(2)** forty-eight **(48)** hour off-duty periods. There will also be an additional six **(6)** hour off-duty period in conjunction with one **(1)** of the forty-eight **(48)** hour off-duty periods.
- .02** A pilot shall have the option of designating which forty-eight **(48)** hour off-duty period in a ninety-six **(96)** hour will be "optional" as defined in Article **2.25**. This option must be exercised by **0930** hours local time of the day prior to the start of the ninety-six **(96)** hour, otherwise the second forty-eight **(48)** hour will be designated as "optional".
- Once exercised, the optional days may not be moved or **re-designated**.
- .03** One of the ninety-six **(96)** hour off duty periods will have the first forty-eight **(48)** hour designated as a "guaranteed" forty-eight **(48)** hour, as defined in Article **2.25** and will not be subject to change except as provided above. In addition, one of the forty-eight **(48)** hour off duty periods will be designated as a "guaranteed" forty-eight **(48)** hour as defined in Article **2.25** and will not be subject to change. A pilot will not be required to extend his flight duty period into the guaranteed forty-eight **(48)** hour periods.
- .04** No pilot shall be scheduled for more than five **(5)** consecutive days of Reserve Duty unless such pilot has indicated on his bid that he is declining the five **(5)** day rule.
- .05** A pilot may be scheduled to fly into all off-duty periods if there is no other reserve pilot available, except the guaranteed forty-eight **(48)** hour off duty periods noted in **.03**. A pilot may elect to fly into any off duty period.
- .06** The additional six hour **(6)** off-duty period as described in **.01** above shall be subject to the same provisions as a forty-eight **(48)** hour off-duty period, except that a pilot may elect to operate a flight(s) during the six **(6)** hour off-duty period.
- .07** A pilot drafted during an "optional" forty-eight **(48)** hour will have the complete forty-eight **(48)** hour off-duty period replaced unless the pilot is drafted under Step **1** of the drafting procedure for those days off. Replaced days off will be scheduled in conjunction with a remaining off-duty period, if possible.
- .08** Sliding/Trading of optional twenty-four **(24)** hour or forty-eight **(48)** hour off-duty periods may be made with the approval of the Chief Pilot or his designate. An exemption may be made from the five **(5)** days as noted in **.04** above. This only applies to days originally scheduled as optional and not to those changed as in **.02**.
- .09** A reserve pilot who is forced to fly into his days off immediately prior to his vacation will, at his option, have that portion of his days off replaced upon completion of vacation. In cases where a reserve pilot is awarded a block selection in a subsequent month he will be entitled to pay protection for any flying in his block that he is unable to operate as a result of replaced days off.

- .10 A reserve pilot who is awarded a block selection in a subsequent month and is forced to fly into his days off in the current month shall have these days off replaced immediately following the cycle and will be entitled to pay protection for any flying in the subsequent block month that he is unable to operate as a result of replaced days off.

**17.08 Operating Into/On Off Duty Periods - Reserve Pilots**

- .01 If a reserve pilot operates a flight or sequence of flights which extends his flight duty period into one of his off-duty periods, his applicable rest period shall be twelve **(12)** hours or the length of the preceding flight duty period, whichever is greater. In the case of operational delays, the home base rest may be reduced to eleven **(11)** hours thirty **(30)** minutes or, with the concurrence of the pilot, may be reduced to ten **(10)** hours.
- .02 If a reserve pilot operates a flight or sequence of flights which does not extend his flight duty into an off-duty period but will cause his subsequent crew rest period to extend into his off-duty period, then his off-duty period will commence after the applicable rest period following termination of flight duty.
- .03 Notwithstanding **17.08.01** and **17.08.02**, a reserve pilot may elect to waive the applicable crew rest period, however, he must advise Crew Scheduling upon arrival at his home base.
- .04 When a reserve pilot is assigned to a flight, or sequence of flights, which will extend his flight duty period into a forty-eight **(48)** hour off-duty period described in **17.07.05**, he shall be relieved of duty on his first arrival at his home base following the commencement of his scheduled off-duty period, unless no other pilot is available. The pilot may elect to complete the sequence subject to Company approval. In no case will a reserve pilot be required to accept a flight or sequence of flights that is scheduled to fly into any guaranteed forty-eight **(48)**.
- .05 A reserve pilot contacted by crew scheduling at home base during his designated eight **(8)** hour rest period as detailed in **Article 17.05.04** shall be limited to a maximum flight duty period of ten **(10)** hours and the subsequent ten **(10)** hour rest period shall be increased by one-half the length of the preceding flight duty period. This ten **(10)** hour maximum flight duty period cannot be extended and the resulting rest period cannot be reduced.

- 17.09 Silent Hours for Reserve-A** reserve pilot will not be required to fly a flight or sequence of flights which operates during the hours of **0001** to **0559** on consecutive nights with an intervening off-duty rest period at home base unless there is no other reserve pilot available to operate the flight or flights and **sufficient** notice has been given to such pilot to allow a reasonable rest period prior to flight departure. The silent hour limitations will be established **utilizing** the pilot's base local time.

**17.10** Periodic Training for Reserve -A reserve pilot shall not be required to perform periodic training on one of his twelve **(12)** days off unless he so desires. If he elects not to train on his days off, the Company may designate a reserve day on which he will complete periodic training. During the designated day he will not be eligible for flying that will interfere with the training. If a pilot indicates that he will accept training during any of his off-duty days and the Company does not schedule him for training during these off-duty days, he shall be pay-protected for any flying that he is unable to complete because of this scheduling. A pilot shall not be required to submit to a local flight check at his layover station except with his consent.

**17.11** Special Flight Time and Pay Credits

**.01** Duty Period Guarantee-For each actual flight duty period worked, a pilot shall be guaranteed a minimum duty period for pay and flight time limitations in accordance with the applicable **aircraft** and timetable below, or one **(1)** hour pay and flight time credits for each two **(2)** hours of duty prorated whichever is greater. Any such credit shall be calculated for pay purposes as an extension of the last portion of the **final** trip.

<u><b>B-737/A319/320 / B767 / A330/340 / B747-400</b></u>		<u><b>DC-9</b></u>		<u><b>CL-65</b></u>	
<b>DMM</b>	<b>MIN. DPG</b>	<b>DMM</b>	<b>MIN. DPG</b>	<b>DMM</b>	<b>MIN. DPG</b>
<b>77</b>	<b>4:15</b>	<b>77</b>	<b>4:30</b>		
<b>78</b>	<b>4:15</b>	<b>78</b>	<b>4:30</b>		
<b>79</b>	<b>4:15</b>	<b>79</b>	<b>4:30</b>		
<b>80</b>	<b>4:20</b>	<b>80</b>	<b>4:35</b>	<b>80</b>	<b>4:30</b>
<b>81</b>	<b>4:25</b>	<b>81</b>	<b>4:40</b>	<b>81</b>	<b>4:35</b>
<b>82</b>	<b>4:30</b>	<b>82</b>	<b>4:45</b>	<b>82</b>	<b>4:40</b>
<b>83</b>	<b>4:35</b>	<b>83</b>	<b>4:50</b>	<b>83</b>	<b>4:45</b>
<b>84</b>	<b>4:40</b>	<b>84</b>	<b>4:55</b>	<b>84</b>	<b>4:50</b>
<b>85</b>	<b>4:45</b>	<b>85</b>	<b>5:00</b>	<b>85</b>	<b>4:55</b>

**.01** Where a single flight duty period consists of both overseas and domestic operations, the domestic flight duty period guarantee shall apply until the actual departure time of the first flight leg for which Overseas Operations Pay applies and shall apply commencing at the actual arrival time of the return flight leg for which Overseas Operations Pay applies.

**.02** If a pilot is held at the airport at Company request, the guarantee specified in **Article 17.11.01** and **17.11.01.01** will apply, except that the minimum applicable duty period guarantee credit will become a minimum of two **(2)** hours credit if no flying is performed in that duty period.

**.02** Trip Hour Guarantee - In the case of trips which involve legal layover(s) away from home base, a pilot shall be guaranteed one **(1)** hour of flight time credits and pay for each four **(4)** actual hours of trip hour time, prorated. Trip time shall be counted from the time a pilot is required to report to the airport at his home base prior to operating a flight or actual reporting time, whichever is later, to the time a pilot is released from duty thirty **(30)** minutes after arrival at his home base for a legal rest.

- .01** Any trip hour special credit will be calculated for pay purposes as an extension of the last portion of the final trip except where a combination of Overseas and Domestic flight legs are involved; in which case the ratio of Overseas/Domestic Trip hour time will be calculated as a percentage of the total Trip hour guarantee.

Note: When a scheduled layover has been extended to allow time for simulator training, the first twenty-four **(24)** hours of such extended time shall not be included as "trip time" and the provision of **17.11.02** shall not apply to this twenty-four **(24)** hours.

The greater of **17.11.01** and **17.11.02** shall apply.

- .03** For the purpose of these special duty time and trip time guarantees, both the duty time and the trip time shall be extended to include time involved in deadheading when deadhead credits are allowed as calculated from the flight duty period times as detailed in Article **17.04 b)**.
- .04** The special flight time and pay credits in Articles **17.11.01** and **17.11.02** shall be credited as though the flights had been flown according to schedule to a pilot who has been removed from the flight or flights for illness or training or at Company request.

**17.12 Bank Credits and Debits**

- .01** Seventy-eight **(78)** hours of flight time and credits or the designated monthly maximum, whichever is greater, shall constitute the monthly maximum flying time for which a pilot shall be paid. All flight time and credits accumulated in any one month in excess of seventy-eight **(78)** hours or the designated monthly maximum, whichever is greater, shall be credited to the pilot at maximum rates (night, gross weight) for the equipment flown or to which the pilot is otherwise entitled and shall constitute his flight time and credits "Bank". Pay will be in accordance with Article **7.03**.
- .02** When a pilot's monthly flight time and credits is less than seventy-eight **(78)** hours or the designated monthly maximum, whichever is greater, under the provisions of Article **7.03**, any credit in his bank will be used to increase his flight time and credits up to a maximum of seventy-eight **(78)** hours or the designated monthly maximum, whichever is greater, and his bank will be debited by the amount credited for pay purposes. Under this provision, for all pilots, including those on flat salary the bank credit shall be applied to the minimum guaranteed hours specified in Article **10**.
- .03** Following the application of Article **17.12.02** when a pilot's monthly flight time and credits are less than seventy-eight **(78)** hours or the designated monthly maximum, whichever is greater, and he has no bank credit, he may elect to borrow an amount up to a maximum of thirteen-thirty **(13:30)** hours from a negative bank to obtain a maximum of seventy-eight **(78)** hours, or the designated monthly maximum, whichever is greater. The amount borrowed from the negative bank shall be paid at domestic night rates.
- .04** In any month that a pilot exceeds seventy-eight **(78)** hours or the designated monthly maximum, whichever is greater, any negative bank balance must be repaid prior to any time being credited to his bank.

- .05 When a pilot retires, is terminated, or otherwise ceases employment, any negative bank balance owed to the Company will be deducted from the pilot's final pay cheque. Any positive bank balance owed to the pilot will be added to the pilot's final pay cheque.
- .06 This negative bank credit will be used to fill pay, but not for sickness or the dropping of flights.

#### 17.13 Voluntary Overtime

- .01 Notwithstanding the provisions of Article 17.01 and Article 17.02 the Company may, as a result of unforeseen circumstances during the course of a block month and with the consent of the MEC, declare the month as voluntary overtime eligible. Such declarations may be made for up to a maximum of three (3) block months in any calendar year. Voluntary overtime can be limited to specific equipment and status.
- .02 When the Company has declared that voluntary overtime provisions are in effect a pilot may, at his option and upon advice to the Crew Scheduling Department, volunteer to plan and fly up to a maximum of DMM plus eight (8) hours, but in no event to exceed ninety (90) hours. Under voluntary overtime, the provisions of Section 9.04 – Legal Outbound Time will not apply. Once a pilot has commenced his last pairing under Voluntary Overtime, he shall complete that pairing even if during the pairing, flight and pay credits increase, provided the flying performed is not due to a change in the assigned pairing. Voluntary overtime flying will only be permitted after make-up, reserve, and voluntary draft provisions (Steps 1 & 2) have been exhausted.

## ARTICLE 18 - VACATION

### **18.01 GENERAL**

The vacation year shall be from the period May 1 to April 30. Vacation shall be taken at such time as the services of the pilot can be spared. Such vacation periods shall be made available during the twelve (12) month period following the year in which accrued. However, not less than ten percent (10%) of vacation allotments in each status, on each equipment on each base, shall be made available during the period June 15<sup>th</sup> to September 15<sup>th</sup>, and not less than five percent (5%) of vacation allotments in each status, on each equipment on each base, shall be made available during the period December 15<sup>th</sup> to January 15<sup>th</sup>. These allotments shall be scheduled evenly over these designated periods subject to operational requirements.

### **18.02 ENTITLEMENT**

- .01 Annual vacation entitlement will be in accordance with provisions in the Company's Regulation Manual 707, based on years of service with the Company as of April 30 each year.

<u>Years of Company Service as of April 30<sup>th</sup></u>	<u>Vacation Entitlement</u>
1 year or more, but less than 3 years	14 calendar days
3 years or more, but less than 10 years	21 calendar days
10 years or more, but less than 18 years	28 calendar days
18 years or more, but less than 30 years	35 calendar days
30 years or more	42 calendar days

- .02 The above entitlement is increased by twelve (12) additional days in lieu of general holidays as provided for in the Canada Labour (Standards) Code.. These extra days off will accumulate at the rate of three (3) calendar days per full calendar quarter. The total accumulated days off in the calendar year will be added to the pilot's vacation for the following year.
- .03 The entitlement in .01 and .02 is applicable only following a full year of employment. Vacation entitlement for pilots with less than a full year of service in the twelve (12) months prior to April 30<sup>th</sup> is detailed in Chapter 3.11 of the 707 Manual.
- .04 Newly employed pilots who are first assigned to line duties during a calendar year will accumulate the extra days off in lieu of General Holidays at the rate of one (1) for each complete calendar month.
- .05 Vacation shall not be cumulative and shall be taken during the twelve (12) month period following the year in which accrued (unless special circumstances warrant otherwise and prior arrangements are made in writing with the Company). In cases where authorization has been granted to defer vacation in accordance with the provisions of 18.04.04, it shall be carried forward and taken in the next vacation year.



- .06 Based on the needs of the service the Company may offer vacation buy-back opportunities on a monthly basis throughout a vacation year in accordance with the following parameters.
  - .01 Subject to the availability of vacation buy-back, pilots with a total yearly vacation entitlement of forty **(40)** days or more may at their option cash clear up to a maximum of fourteen **(14)** days of vacation. Pilots with a total yearly vacation entitlement of twenty-six **(26)** days or more may at their option cash clear up to a maximum of seven **(7)** days vacation.
  - .02 Vacation buy-back will be offered by position. Notification to pilots will be issued in the month prior to the block month in which the vacation period(s) commence(s).
  - .03 Pilots interested in vacation buy-back must apply to the Crew Planning Department in writing no later than fifteen **(15)** days prior to the start of the block month. Requests will be considered in seniority order from pilots with planned vacation entitlements. Outstanding unbid vacation will be considered subsequent to planned periods. Pilots will be advised of the status of their request a minimum of five **(5)** days prior to the closing of the block bid.
  - .04 Vacation buy-back will not be offered in any month during which any pilot is on furlough or there is a surplus of pilots on the current Pilot Position Assignment List.
  - .05 Vacation that is cash cleared will be paid at two hours and fifty-five minutes **(2:55)** at  $\frac{1}{2}$  day,  $\frac{1}{2}$  night, rates per day.

### **18.03 BIDDING**

- .01 General
  - .01 Vacation scheduling followed by bid and award of vacation periods normally will be carried out in February or March. Vacation periods will be awarded in order of seniority in accordance with the pilots awarded position at their base.
  - .02 **ACPA** "monitors" will have the right to observe the process and if any irregularities are discovered or reported, a review of the process will be undertaken by **ACPA** and Air Canada personnel whose mandate will be to jointly resolve any irregularities.
  - .03 A pilot may not bid a vacation period during a known equipment conversion course.
  - .04 Pilots will have an unlimited vacation split.
  - .05 All vacation bids will be in seven **(7)** day periods. A pilot may not leave less than seven **(7)** days of vacation unbid at any time during the vacation bid process. A pilot with less than seven **(7)** days vacation entitlement shall bid all vacation during the primary bid. For example, if a pilot has less than fourteen **(14)** days of vacation remaining after the Primary bid, the pilot must bid the remainder as one **(1)** block either during the Secondary or the Tertiary bid.

- .06 A pilot must bid a minimum of fourteen **(14)** days in either a Primary bid or combined Primary/Secondary bid. By the completion of bidding the Primary, Secondary, and Tertiary vacation, a pilot may not leave more than twenty-eight **(28)** days of vacation outstanding.
- .07 Pilots who are unable to take planned vacation due to illness will have such vacation available for Tertiary bid.
- .08 Once the annual vacation bid closes, unused vacation periods will no longer exist,
- .09 Pilots with unbid vacation may be assigned vacation at the Company's discretion in reverse seniority order from a pilots qualified position. The assigned periods will be seven **(7)** days or the balance of their entitlement, if less than fourteen **(14)** days are outstanding. Vacation can be assigned to a pilot in consecutive months and in a month where the pilot already has vacation.
- .10 A pilot may not be drafted to fly into his scheduled vacation period.
- .11 A pilot shall be notified in writing of his vacation period as far in advance as is practical, but in any event shall not be assigned to a vacation period with less than thirty **(30)** days' advance notice. Such notice shall specify the beginning and ending dates of his vacation period. Vacation periods will commence and terminate at midnight. Vacation assignments once established may be **re-scheduled** outside the vacation year only by mutual agreement of the pilot, the Company and the Association. The Association will be advised of all vacation deferments within the vacation year.
- .12 A pilot who changes his status, equipment or base shall tentatively be scheduled to take his vacation on the dates he bid.
- .13 Notwithstanding the provisions of **18.03.01.11**, within thirty **(30)** days of the scheduled commencement of a pilot's vacation period, alteration of such vacation period may be made only under extenuating circumstances and at pilot option subject to Company concurrence.
- .02 **PRIMARY BID** – Primary vacation will be awarded in seniority order based on the position each pilot holds on the current equipment list (awarded position). A pilot may bid all or part of his vacation allotment during the primary vacation bid, but must bid a minimum of seven **(7)** days. An awarded primary vacation period cannot be changed by the Company or the pilot. A pilot who does not leave a vacation proxy bid, does not bid in person, or cannot be contacted by the vacation bid monitors will forfeit the right to a Primary vacation slot.
- .03 **SECONDARY BID**-Secondary vacation will be bid immediately following the completion of the Primary bid. Secondary vacation will be awarded in seniority order based on the position each pilot holds on the current equipment **list** (awarded position). A pilot may bid any or all of his remaining vacation allotment during this bid but may not leave less than seven **(7)** days remaining for the Tertiary bid. By mutual agreement between the pilot and the Company, a Secondary vacation period may be changed to accommodate an equipment conversion course assigned after the vacation has been awarded. A pilot that does not leave a vacation proxy bid, does not bid in person, or cannot be contacted by the vacation bid monitors will forfeit the right to a Secondary vacation slot.

- .04 TERTIARY BID –** A Tertiary vacation bid will immediately follow completion of the Secondary bid. **Tertiary** vacation will be awarded in seniority order based on the position each pilot holds on the current equipment list (awarded position). A pilot may leave no more than twenty-eight **(28)** days of vacation unbid following the completion of the Tertiary bid. By mutual agreement between the pilot and the Company, a Tertiary vacation period may be changed to accommodate an equipment conversion course assigned **after** the vacation has been awarded.
- .05 ADDITIONAL VACATION –** During the vacation year, the Company may identify additional vacation periods as being available. These periods will be posted as being available, forty-five **(45)** days to sixty **(60)** days prior to the date when they are available and any pilot may bid on them based on the seniority position the pilot enjoys on his current equipment. Any vacation that becomes available as a result of a deferral for training will be posted for bid. A pilot will not be forced to take vacation with less than thirty **(30)** days notice.
- .01 ADDITIONAL VACATION SLOTS AWARD –** Additional vacation slots will be awarded in the following order:
- Pilots with unbid vacation entitlement.
- Pilots who want to move a previously bid vacation ( except Primary)
- Pilots who wish to defer vacation (except Primary) from a preceding month, should the Company identify a need for deferments.
- .02 POSTING ADDITIONAL VACATION**
- The Company will post additional vacation periods for bid should they become available and award them in order of seniority. Only pilots qualified on the specific equipment will be allowed to bid on these additional periods.
- 18.04**
- .01 OPTIONS**  
**Optional 48**
- .01** A pilot shall have the option, once only per vacation year, of being relieved from duty for a maximum period of forty-eight **(48)** hour in addition to his annual vacation. This optional forty-eight **(48)** hour period shall be the two **(2)** days immediately preceding or immediately following the assigned vacation period. If desired, the pilot need only option twenty-four **(24)** hours, but it is understood that the forty-eight **(48)** cannot be split into two **(2)** twenty-four **(24)** hour periods to be taken immediately before and after the vacation period, unless coverage is available for the second optional period.
- .02** When a pilot elects to use this forty-eight **(48)**, he must exercise this option when bidding his block preferences.
- .03** The pilot may elect to cancel the optional forty-eight **(48)** and avail himself of the provisions of Section 8 (Awarding of open flights).
- .02 Sliding Of Vacation Dates**
- .01** In order to avoid loss of flying pay, a reserve pilot may, subject to the approval of the Chief Pilot, "slide" his vacation dates in order to complete a flight sequence.

.03

#### Pilots Returning From **Gdip**

A pilot returning from **GDIP** will assess his situation in conjunction with the Association and the Company to determine how his outstanding vacation will be taken. The following options will be considered.

1. Subject to the scheduling of any required training, any or all of the vacation may be deferred.
2. Outstanding vacation may be used to top up the pilots vacation entitlement for the next vacation year.
3. Any further outstanding vacation will be awarded using the 'Additional' vacation procedure during the applicable vacation year.

If an acceptable option cannot be reached by all three **(3)** parties, all outstanding vacation will be taken immediately after returning from **GDIP**.

.04

#### Deferment

- .01 Normally earned vacation will be taken during the vacation year. In the event that it is necessary to defer vacation (e.g., because of training or sickness) a new vacation period will be deferred to specific dates and the **M.E.C.** Chairman will be advised of all deferments and the deferred dates. Payment in lieu of vacation will not be made without the agreement of the Company and the Association.

Vacation assignments once established may be rescheduled outside the vacation year only by mutual agreement of the pilot, the Company and the Association. The Association will be advised of all vacation deferments within the vacation year.

The Company will advise the **MEC** Chairman no later than March 1<sup>st</sup> of any deferments planned after March 1<sup>st</sup>. With the understanding that vacation deferments, although occasionally necessary, are not in the best interests of the entire group, the following workable procedures were agreed to for the adequate protection of everyone's seniority rights. Once mutual agreement has been obtained from the pilot, the Company and the Association;

**.01 -** The deferred vacation will be added as a separate item to the pilots vacation entitlement for the next year.

**.02 -** At vacation bid time, the pilot may include his "deferred" allotment with his subsequent vacation bids.

**.03 -** A pilot may retain his deferred vacation until all pilots have completed their vacation bids, and, in seniority order, bid for the remaining periods available.

It was **recognized** that sufficient vacation periods would have to be made available at bid time to cover all outstanding vacations, including the deferred allotment. Any additional vacation allotments becoming available after the bid or during the vacation year should be made available, by bulletin, for all pilots' consideration.

## 18.05 VACATION PAY & CREDITS

Vacation periods begin and terminate at midnight local time. Pay and flight time limitations are calculated from and to midnight. Blockholders and reserve pilots will be credited as follows:

- .01 During a vacation period, a pilot holding a block selection shall be paid and flight time limited for two hours fifty five minutes **(2:55)** at one-half **(1/2)** day and one-half **(1/2)** night for each calendar day.
- .02 During a vacation period, a pilot not holding a block selection shall be paid and flight time limited two hours fifty-five minutes **(2:55)** at one-half **(1/2)** day and one-half **(1/2)** night for each calendar day. For the remainder of the month he shall receive the greater of his actual flying pay or his prorated minimum guarantee, calculated excluding the number of days on vacation (i.e., thirty **(30)** day block month with fourteen **(14)** days on vacation, **MMG** will be thirty **(30)** minus fourteen **(14)** divided by thirty **(30)**, which is sixteen-thirtieths **(16/30<sup>th</sup>)** of **MMG**).

## 18.06

### RETIREMENT

.01 - Pilots who are retiring at the normal age of retirement must bid at least a prorated vacation entitlement based on the number of calendar months remaining in the year from the commencement (May **1st**) to his retirement date.

**Example:** A pilot retiring at the end of November with **54** days of vacation entitlement must bid at least:

$$7/12 \text{ (months remaining)} \times 54 \text{ days (entitlement)} = 31.5 = 32 \text{ days}$$

.02 - A pilot may elect to bid his total previous year's entitlement prior to retirement, subject to his seniority. This must be done at the annual vacation bid in a Primary and/or Secondary bid. Retiring pilots can attempt to further split Secondary vacation during monthly Tertiary bids.

.03 - A pilot whose services are terminated for any reason, shall be paid for all vacation credit accrued but not taken in addition to all other compensation to which he is entitled, and shall be provided with space available transportation for himself and dependent members of his family to any point in the system to the extent permitted by law.

## ARTICLE 19 - SICK LEAVE

- 19.01** For the purpose of this Article, sick leave shall mean the period of days during which a pilot is unable to report for flight duty as a result of sickness or injury while off-duty and during which period he is paid as outlined herein. For the purpose of this Article, day shall mean a twenty-four **(24)** hour period or part thereof.
- 19.02** On January **1st** of each year, all pilots actively employed with the Company shall be entitled to twelve **(12)** days' sick leave with pay for the current year. Pilots employed during the year shall be entitled to one **(1)** day's sick leave with pay for each full month remaining in the year.
- 19.03** One-half **(1/2)** of unused portion of a pilot's yearly sick leave allowance shall be cumulative indefinitely. Cumulative sick leave will only be applied for additional sick leave benefits when the current year's allowance has been exhausted, such additional leave to be substantiated by a Doctor's certificate if required by the Company. The remaining unused portion shall be cumulative and credited to a **GDIP** bank. These credits can only be used to top up **GDIP** payments when the regular sick leave credits have been **exhausted**.
- 19.04** During a sick leave period, a pilot holding a block selection shall be paid for the flights in his block as if they had been flown according to schedule (regular salary in the case of a pilot on flat salary) and shall be credited with such flying time for the purpose of flight time limitation.
- 19.05** During a month in which a pilot not holding a block selection is on sick leave, his flying pay for the month shall be based on the greater amount of **19.05.01** or **19.05.02**; except that a pilot on flat salary shall be paid regular salary:
- .01** His normal minimum guarantee for the month; OR
  - .02** His actual flying pay for the month, plus the daily average of his flying pay during the previous three **(3)** block months (exclusive of leave of absence without pay) for each day he is on sick leave. This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases.
- For flight time limitation purposes, such pilot shall be credited with one thirtieth **(1/30)** of the **DMM** for each day he is on sick leave.
- 19.06**
- .01** For blockholders, the sick leave period begins at the on-duty time when the blockholder is unavailable for his next scheduled flight. A day shall be charged for each twenty-four **(24)** hour increment or part thereof. A pilot on sick leave who was awarded make-up flying will neither be charged for sick leave nor credited for the flying.
  - .02** For reserve pilots, sick leave shall commence at the earliest on duty time of any assignment for which the pilot would have otherwise been alerted for or assigned, or at the time the pilot is unable to be contacted. A day shall be charged for each twenty-four **(24)** hour increment or part thereof.
- 19.07** No pilot shall forfeit any sick leave credits accrued up to the signing of this Agreement.

#### **19.08 Foreign Operations**

- .01** Any pilot on duty outside North America, the Caribbean, Continental Europe and the United Kingdom who becomes sick due to causes which in the opinion of the Company Medical Branch, are related to the **living** and health conditions peculiar to the Foreign Country or countries shall be provided with or compensated for the complete cost of medical care and **hospitalization**. The pilot will receive salary based on the average of the previous three **(3)** complete block months for a period of three **(3)** months or such longer period **as** may be decided upon by the Company, depending on the circumstances. Pilots covered under this provision shall not forfeit sick leave credits.

#### **19.09 Group Disability Income Plan**

- .01** A pilot who is a member of the Air Canada Group Disability Income Plan (Article **26.03**) will draw sick leave benefits up to a maximum of thirty **(30)** days.
- .02** A pilot may elect to use any sick leave benefits remaining to his credit at the rate of one-quarter **(1/4)** day for each additional day of disability, based on the pilot's average earnings during the last three **(3)** full months prior to the pilot's disability.

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.01** When the requirements of the service permit, a pilot, upon written request to the Senior Vice President - Flight Operations, through his immediate supervisor, may be granted leave of absence without pay for a period not to exceed six **(6)** months. When a pilot has three **(3)** or more years of service as a pilot with the Company, such leave may be extended for additional periods up to an additional maximum period of six **(6)** months and in addition such leave may be further extended by mutual agreement between the Association and the Company.
- .01** The Senior Vice President -- Flight Operations may, at his discretion, give a pilot who requests a leave of absence special permission to engage in other employment while on leave of absence provided such employment is not considered a conflict of interest with the pilot's responsibilities to Air Canada.
- 20.02** In case of sickness or injury, a pilot shall be granted a leave of absence until such time as he is able to return to flight duty; except that in no case shall a leave of absence for sickness or injury exceed a total continuous period of three **(3)** years unless extended by mutual agreement between the Company and the Association.
- 20.03** When such leave of absence is granted, a pilot shall retain his seniority date.
- 20.04** In the event of a national emergency, a pilot volunteering with Company consent, or ordered to extended military service, shall retain his seniority date, pension, accumulated sick leave and bid status.
- 20.05** A pilot returning from a leave of absence shall be permitted to return to the base where he last held bid status and assume a position on the pilot status list in accordance with his base seniority, subject to a satisfactory medical **re-examination** and a reasonable qualifying period not to exceed six **(6)** months.
- .01** A pilot returning from a leave of absence granted in accordance with **20.01** shall be permitted to return to the base where he last held bid status and assume the position held at the time his leave of absence began or the next junior position his seniority entitles him to subject to a satisfactory medical **re-examination** and a reasonable qualifying period not to **exceed** six **(6)** months.
- 20.06** Any dispute arising hereunder concerning the physical fitness of a pilot shall be settled in accordance with Article **31** of this Agreement.
- 20.07** A pilot returning from Leave of Absence during a month will have flight time limitations apply **(1/30<sup>th</sup>)** of the designated Monthly Maximum).



ARTICLE 21 -ACTING CHECK PILOT, ACTING FLIGHT INSTRUCTOR AND PERMANENT MANAGEMENT DUTY

- 21.01** For the purposes of this Article, the term Acting Check Pilot (**ACP**) and Acting Flight Instructor (**AFI**) refers to any pilot on the Air Canada Pilots System Seniority List who holds an "active" position as per the conditions outlined in Article **25** and is temporarily assigned to checking, instructing or special project duties. This does not include ground school instructors and contract instructors who are not "active" pilots.
- 21.02** A pilot posted to Permanent Management Pilot duty in accordance with Article **25.01.03** shall retain and continue to accrue seniority, provided such pilot maintains at all times the airman's certificate or certificates required for his status. If such pilot shall permit such certificate or certificates to lapse, he shall retain the seniority already accrued to the time of such lapse and shall have a period not to exceed one (**1**) year in which to regain such specified certificate or certificates. If he does so regain such specified certificate or certificates within one (**1**) year, his seniority shall recommence to accrue from the date his certificate or certificates are so regained.
- 21.03** When a pilot is posted to Permanent Management Pilot duty on account of sickness or injury or becomes sick or injured while on such duty, he shall retain his seniority during such period of sickness or injury regardless of whether or not he is able to maintain his airman's certificate or certificates required for his status, until he is able to return to flying **duty** or is found to be **unfit** for such duty for a continuous period of three (**3**) years unless extended by mutual agreement between the Company and the Association.
- 21.04** Only pilots on the Air Canada Pilots' System Seniority List may hold Permanent Management Pilot, Acting Check Pilot or Acting Flight Instructor positions with the Company.
- 21.05** All simulator license checks (excluding training and **IPFs**) and all airborne training checks will be conducted by Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors on the Air Canada Pilots System Seniority List, or a Transport Canada Air Carrier Inspector.
- 21.06** Acting Check Pilots and Acting Flight Instructors will be subject to all the provisions of the Collective Agreement, except as provided in LOU **46**.
- 21.07** Acting Check Pilots and Acting Flight Instructors will not be required to write disciplinary letters nor undertake any other disciplinary action.
- 21.08** Revenue flying equal to two hundred and forty (**240**) hours annually times the number of Permanent Management Pilots may be selected and flown by such pilots, in addition to any non-revenue flying. Acting Check Pilots or Acting Flight Instructors annual allotment of flying will be limited to the number of months of temporary assignment multiplied by twenty (**20**) hours in any calendar year.
- .01 Should the Permanent Management Pilots, Acting Check Pilots and Acting Flight Instructors on any aircraft type in the fleet exceed the limitations of Article **21.08**, a pay penalty equal to the dollar amount of the excess flying performed will be credited to the Association to offset Association business displacement Costs.
- .02 The flying specified in Article **21.08** may be taken from open flying or from block selections.

- .03 The following types of flights will be considered non-revenue, provided no revenue passengers are carried or revenue cargo is carried: Airborne Flight Training, Publicity Flights, **Aircraft** Acceptance Flights, Maintenance Test Flights, Ferry Flights other than Placement Flights (**e.g.** Gear Down Ferry, or any other Maintenance Ferry Flight). All other flights are considered to be revenue flying.
- .04 The Company will provide the Association with a monthly report of the flying performed by each Permanent Management Pilot, Acting Check Pilot and Acting Flight Instructor. This will be done in a timely manner and such report will include all flying performed by each individual Permanent Management Pilot, Acting Check Pilot and Acting Flight Instructor. (This flying to include: **ACPA** open time, **NOPA**, Permanent Management Pilot **flying**, Acting Check Pilot and Acting Flight Instructor flying, Checking, Instructing, Competency flying.)
- .01 Permanent Management Pilots', Acting Check Pilots' and Acting Flight Instructors' **KRUZ** Master Schedule data will be accessible to all pilots.
- 21.09 When block selections are required for Permanent Management **Pilots**, Acting Check Pilots and Acting Flight Instructors the block selections shall be bid and awarded in accordance with the system seniority, and status of individual Permanent Management Pilots, Acting Check Pilots and Acting Flight Instructors, with the provision **that** Permanent Management Pilots, Acting Check Pilots and Acting Flight Instructors on each type of equipment shall bid in rotation, and further provided that flights in the awarded block(s) may be flown by any Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors.
- 21.10 The number of blocks awarded to Permanent Management Pilots, Acting Check Pilots and Acting flight Instructors for each equipment type at any base shall be limited to five **(5%)** percent of the Pilots eligible to bid Captain and First Officer monthly block assignments for that equipment type at that base divided by two **(2)**. Values of **(0.5)** or greater shall be rounded up to the next number. The numbers will be obtained from the Crew Planning department. Permanent Management Pilots, Acting Check Pilots and Acting Flight Instructors shall bid blocks with system seniority in their status in accordance with **the** bid rotation detailed in Scheduling Rule **4.02.03**.
- 21.11 A Permanent Management Pilot, Acting Check Pilot (**ACP**) or Acting Flight Instructor (**AFI**) shall not be prevented from completing a pairing as a result of the limitations specified herein.
- 21.12 When a Permanent Management Pilot, Acting Check Pilot or Acting Flight Instructor is taking all or part of his flying from open flying, he may select, in accordance with his seniority and Section **8.03**, along with Reserve pilots, any open flying remaining available after the award of open time to blockholders on make-up has been completed.
- 21.13 Notwithstanding any of the provisions of this Article, any Permanent Management Pilot, Acting Check Pilot or **Acting** Flight Instructor may **fly** any flight for which there is no regular line pilot available. Such flights will be included in the annual maxima specified in Article **21.08**.
- 21.14 A pilot may be removed from his flight by a Permanent Management Pilot, Acting Check Pilot or Acting Flight Instructor provided that in such cases the pilot shall, in addition to base pay, be paid and credited for flight time limitation purposes for the flight as if it had been flown according to schedule. Such flights will not be included in the annual maxima specified in Article **21.08**.

- 21.15** Second Officer Acting Check Pilots or Acting Flight Instructors flying time will only be accumulated and used as Second Officer time. Second Officer Acting Check Pilots or Acting Flight Instructors may only take open time from the Second Officer open time.
- 21.16** It is understood that Acting Check Pilots (**ACP's**) and Acting Flight Instructors (**AFI's**) are responsible to, and under the direction of, the Chief Pilots for a range of duties related to the **fulfillment** of the Company's Training and Checking requirements.
- 21.17** **ACP's** and **AFI's** will be paid seventy-eight hours (**78:00**) ½ day, ½ night rates, or the Designated Monthly Maximum (**DMM**), whichever is greater, plus **nav-aid** and overseas pay if applicable.
- 21.18** Pay rates will be based on the pilots' qualified position or awarded position according to activation date under Article **25**, and actual years of service to the **12<sup>th</sup>** year (effective April **2, 2003** the **14<sup>th</sup>** year).
- 21.19** An **ACP** or **AFI** will be paid a monthly override based on the pilots' accumulated years of service as an **ACP**, **AFI** or Permanent Management Pilot, to a maximum of **\$2000** as follows.
- |                |               |
|----------------|---------------|
| Year one (1)   | <b>\$1500</b> |
| Year two (2)   | <b>\$1700</b> |
| Year three (3) | <b>\$1900</b> |
| Year four (4)  | <b>\$2000</b> |
- 21.20** The monthly pay overrides will not be decreased without the agreement of the Association or increased without notification to the Association.
- 21.21** **ACP's** and **AFI's** will be guaranteed a minimum of thirty six (**36**) days off per quarter and a minimum of ten (**10**) days off per month unless otherwise agreed between the individual **ACP**, **AFI** and his Chief Pilot.
- 21.22** Vacations will be scheduled by the Company to a date that is mutually agreeable to the Chief Pilot and the **ACP** or **AFI**. Vacation of an **ACP** or **AFI** planned on such an assignment for less than the entire vacation year will be bid in accordance with Article **18**.
- Note:** Notwithstanding the above, it is further understood and agreed that all existing working conditions and all duties currently performed by **ACP's** and **AFI's** as of September **10, 1998** shall continue.

## ARTICLE 22 - SENIORITY

**22.01** The seniority date of a pilot shall be the date on which he is designated as and received remuneration as a **Pilot**. When two **(2)** or more Pilots are designated as such on the same date, their seniority shall be established in accordance with the date of their employment on the **flight** staff of the Company. If they were employed on the same date, their respective positions on the Pilots' System Seniority List shall be decided by the Company, provided that in no case **shall** a pilot's seniority date be later than the date of his first flight as a Pilot.

For greater clarity, in the event of any future:

- (i) declaration of common employer status and/or declaration of sale of business;
- (ii) purchase or merger of airlines or parts thereof; or
- (iii) other combination of flying operations under the Company;

the seniority of employees who are to be added to the seniority list as a result of such event shall commence no earlier than the date of the issuance of any **CIRB** order regarding the declaration of common employer status and/or sale of business, the date of the future purchase or merger of airlines, or the date of such other future combination of flying operations, as the case may be.

**22.02 .01** System Seniority shall govern all pilots in matters of a system-wide nature, including their choice of base assignments, their retention in the event of a reduction in force, and their subsequent re-employment after furlough due to such reduction.

**.02** Base Seniority shall govern all pilots in matters of a base nature, including promotion or demotion, assignment or reassignment due to expansion or reduction in schedules, block awards, vacation awards, application of the scheduling rules, and choice of equipment assignments, provided the pilot is sufficiently qualified for the conduct of the operation involved. In the event a pilot is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish such pilot written reasons therefore.

**22.03 Loss of Seniority** - Any pilot once having established a seniority date hereunder shall not lose that date except by termination of employment as a pilot with the Company, or as otherwise provided in Article **21** of this Agreement.

**22.04 Pilots' System Seniority List**-The Company shall maintain the "Pilots' System Seniority List", which shall specify the seniority number, name, seniority date and **date** of employment on the flight staff of the Company, of all pilots entitled to seniority. The seniority date of new pilots added to the Seniority **List** shall be established in accordance with the provisions of Article **22** of this Agreement.

**22.05** The Company shall, by January **31st** of each year, post on bulletin boards at each pilot base and furnish each pilot with a copy of the Pilots' System Seniority List, brought up to date to include changes or additions which have occurred since the posting of the previous list.

**22.06 Seniority Protests** -A pilot shall be permitted a period of sixty **(60)** days after any posting of the **Pilots'** System Seniority List each year in which to protest to the Company any omission or incorrect posting affecting his seniority.

- 22.07** A pilot on leave or away from his base station at the time of posting of the list shall have a period of thirty **(30)** days from the date of his return to his base station during which to file such protest.
- 22.08** Any incorrect posting or any other discrepancy which went **unprotested** on the annual Seniority List in which it first appeared shall not be protested on any subsequent annual posting except that typographical and clerical errors may be corrected at any time.
- 22.09 Retention of Seniority - Medical-** A pilot who is medically **unfit** shall not have his name removed from the Pilots' Seniority List prior to reaching age **60**.

ARTICLE 23 - PERIOD OF PROBATION

**23.01** The **probationary** period for a pilot commences from **the** date of his first flight as a pilot.

**23.02** Pilots will normally be on probation for twelve **(12)** months from the date of **first** line flight. In special circumstances, the probationary period may be extended up to an additional six **(6)** months and in such case, the pilot concerned and the Association shall be advised by the Company in writing stating the reasons.

ARTICLE 24 - BASE TRANSFER AND RELOCATION PAY

- 24.01** Transfer to a New Base - A pilot permanently transferring to another base, either at Company request or at his own request, shall be released from his former base with a transfer date as determined in Article **25.11**.
- 24.02** During approved time off for travelling purposes, a pilot on transfer shall be paid in accordance with the provisions of this Article. The maximum allowable time for travelling shall be established by the Vice President, Flight Operations, but shall not normally exceed seven **(7)** consecutive calendar days, exclusive of the last day actually on duty at the pilot's former base and the date he is to report at the new base.
- 24.03** Should a pilot fail to report to his new base within the time limit established, he shall be removed from the payroll until the date that he does report, and his flying pay guarantee specified in Articles **24.04** or **24.05**, as applicable, shall be adjusted accordingly.
- 24.04** Provided the conditions specified elsewhere in this Article are complied with, **during any** month in which a blockholder transfers to another base, either at Company request or his own request, he shall for that month receive his actual flying pay, or flying pay for the flights in his block for the whole month as if flown according to schedule, whichever is the greater. If through no fault of his own a pilot is not qualified to fly in his pilot **status** at the new base by the first of the month following his transfer, his flying pay for that month or any subsequent month shall be based on the greater amount of Articles **24.04.01** or **24.04.02** below:
- .01** His normal guarantee for the month; OR
  - .02** His daily average flying pay during the previous three **(3)** block months (exclusive of leave of absence without pay) for each day up to the date of qualification, plus his actual flying pay for the remainder of the month. This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases. For flight time limitations, such pilot shall be credited with one thirtieth **(1/30th)** of the designated monthly maximum for each day up to the date of qualification.
- 24.05** Provided the conditions specified in **24.02** are complied with, during any month in which a pilot not holding a block selection transfers to another base, either at Company request or at his own request, he shall for that month receive his actual flying pay, or his daily average flying pay during the previous three **(3)** block months (exclusive of leave of absence without pay), whichever is the greater. If through no fault of his own a pilot is not qualified to fly in his pilot status at the new base by the first day of the month following his transfer, his flying pay for that month or any subsequent month shall be based on the greater of Articles **24.05.01** or **24.05.2** below:
- .01** His normal minimum guarantee for the month; OR
  - .02** His daily average flying pay during the previous three **(3)** block months (exclusive of leave of absence without pay), for each day up to the date of qualification **plus** his actual **flying** pay or his minimum guarantee prorated for the remainder of the month. This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases. For flight time limitation purposes, such pilot shall be credited with one thirtieth **(1/30th)** of the designated monthly maximum for each day up to the date of qualification.

## ARTICLE 25 – PILOT POSITION ASSIGNMENT

### 25.01 PILOT POSITION

A pilot position will be defined by Base-Equipment-Status.  
e.g.: **YZ B-767 C** (Toronto **B-767** Captain)

### .02 EQUIPMENT/STATUS RATINGS

For the purpose of Article 25, equipment and status shall be rated in the following order regardless of base:

	<b>B-747/400</b> Captain	12	<b>B-767</b> First Officer
2	<b>B-747</b> Captain	13	<b>CL-65</b> Captain
3	<b>A-330/340</b> Captain	14	<b>A-319/320</b> First Officer
4	<b>B-767</b> Captain	15	<b>B-737</b> First Officer
5	<b>A-319/320</b> Captain	16	<b>DC-9</b> First Officer
6	<b>B-737</b> Captain	17	<b>LCC</b> First Officer
7	<b>DC-9</b> Captain	18	<b>B-747</b> Second Officer
8	<b>LCC</b> Captain	19	<b>B747/400</b> Relief Pilot
9	<b>B-747/400</b> First Officer	20	<b>A-330/340</b> Relief Pilot
10	<b>B-747</b> First Officer	21	<b>B-767</b> Relief Pilot
11	<b>A-330/340</b> First Officer	22	<b>CL-65</b> First Officer

For the purpose of base-status calculations only, the **CL65** Captain assignments will be included in the First Officer base-status statistics on the associated base, and the **CL65** First Officer assignments will be included in the Second Officer statistics on the associated base.

For the purpose of base-status calculations, the Relief pilot positions will be included in the Second Officer statistics on the associated base.

.03 Every pilot on the Air Canada system seniority list will be deemed an "active" line pilot and will hold an Awarded Position with the exception of:

- .01 Permanent Management Pilots;
- .02 Retired pilots;
- .03 Pilots on Long Term **LOA**, for Sickness or otherwise, as determined by the **CMSC**;
- .04 Pilots who have resigned or been terminated;
- .05 Pilots who are surplus;
- .06 Pilots who have been furloughed;
- .07 Deceased Pilots;
- .08 Pilots as detailed under provisions of Article 14, as determined by the **CMSC**; and
- .09 Pilots suspended under provisions of Article 29, as determined by the **CMSC**.

.04 Pilots who are not "active" as defined above in 25.01.03 will not hold an awarded position and will be deemed as "inactive" line pilots and assigned a designated base, as appropriate, in order to determine certain rights and restrictions as they exist under this Article when returning to active line duty. This designated base will be the base at which the pilot last held an awarded position as an "active" line pilot.



## 25.02 POSITION REQUIREMENTS

- .01 The Crew Manning Steering Committee (**CMSC**) will meet twice **(2)** a year to produce a **CMSC** Review and subsequently a Pilot Position Assignment List. The committee will review actual flying compared to the forecast flying for the previous twelve **(12)** months, future forecast flying and will establish position vacancy and/or reduction requirements for each base. The **CMSC** shall report the results of each review to Air Canada and the **MEC** Chairman, and post the expected vacancies and/or reductions, or lack thereof, on Article **25** Bulletin Boards within thirty **(30)** days.
- .02 **CMSC** review closing date ranges:
- Pilot Position Assignment List **XX-01**: Jan 1 - **Jun 30**  
Pilot Position Assignment List **XX-02**: Jul 1 - **Dec 31**
- (Where XX would indicate year, i.e., **90-01**)
- .03 The **CMSC** may decide that additional **CMSC** Reviews are required and may meet as described above in **25.02.01** to produce additional **CMSC** Reviews or at any time to resolve other matters as necessary.
- .04 The number of positions shall be determined by the following formula:
- .01 Scheduled flying hours plus flight time credits for each equipment type and status per block month divided by seventy-seven **(77)** hours; **PLUS**
- .02 Seven percent **(7%)** of **25.02.04.01** for reserve coverage; **PLUS**
- .03 Vacation people-month requirements; **PLUS**
- .04 Acting Check Pilots, Acting Flight Instructors.
- .05 **Additional Reserves**
- Nothing herein shall prevent the Company from increasing position assignments for reserve coverage in excess of the seven percent **(7%)** as set forth in Article **25.02.04.02**.
- .06 **Cancellation of CMSC Review**
- A **CMSC** Review may be cancelled by the **CMSC** prior to but not on or after the bid closing date. A subsequent **CMSC** Review will be posted during the same period or as soon as possible thereafter with respect to necessary time periods required between posting and closing dates as detailed elsewhere in Article **25**.

## 25.03 POSITION VACANCIES/REDUCTIONS

- .01 A replacement vacancy is created as a result of retirement, resignation, termination, surplus, furlough, death, long-term sickness, Articles **14/29**, or appointment as a Permanent Management Pilot.
- .02 A regular vacancy is created as a result of an insufficient number of pilots assigned to a position.

- .03 A reduction exists whenever the number of pilots currently assigned to a position plus any vacancies existing for that position are in excess of the number of pilots required.
- .04 A forced reduction is a reduction that must be assigned, in reverse order of seniority, as a result of **unawarded** reductions remaining during the bid process. Only pilots who are forced to take such reductions will be deemed to be "forced to reduce" from their position.
- .05 A subsequent vacancy or reduction is a vacancy or reduction (as defined above in **25.03.02** and **25.03.03**) created as a result of a change in a pilot's awarded position during a bid award and will not be posted but **actioned** automatically during the bid award process.

#### **25.04 POSTING POSITION VACANCIES AND REDUCTIONS**

- .01 Vacancies and reductions will be posted on all Article **25** Bulletin Boards following each **CMSC** Review showing reasons and dates as applicable. While vacancies are normally posted after they have occurred, retirements and surplus (planned furloughs) can be posted up to one year in advance.
- .02 Posting of vacancies and reductions must take place in adequate time so as to ensure that the closing date will not be less than fifteen (**15**) days or two (**2**) days longer than the longest pairing in the system, whichever is greater, from the date of posting.
- .03 The closing date for all vacancies and reductions shall be chosen to fall within the next available Bid Period as detailed in Article **25.02.02** and will be announced with the release of the next **CMSC** Review.

#### **25.05 STANDING PREFERENTIAL BID**

- .01 A pilot will be responsible for submitting a Standing Preferential Bid which reflects his current position preferences. This bid will be kept on file and considered current **until** a more current bid is received.
- .02 A pilot who does not submit a Standing Preferential Bid or who submits an insufficient number of choices will be considered as requesting to remain in his currently awarded position.
- .03 A pilot may qualify his Standing Preferential Bid by bidding:
  - .01 **[P]**, percentage from the top, or
  - .02 **[T]**, positions from the top, or
  - .03 **[B]**, positions from the bottom

as provided for on the Standing Preferential Bid form. The pilot may also indicate, via the **SPB** form, those bids that are only valid if associated with a Company paid move. Delayed course requests can also be indicated as per **25.10.05**.

- .04 Bid preference lines must be complete in all respects with regard to Base, Equipment, and Status. No assumptions will be made on behalf of the pilot. Incomplete bid lines will be disregarded except as follows:

- .01 A blank numerical value in the qualification field will indicate an unrestricted bid for the indicated position.
- .02 A blank qualifier (i.e., **P/T/B**) will be interpreted as a **[B]**, (or from the Bottom) qualifier.
- .05 A pilot may indicate via the **SPB** form (RIO Box), those bid lines that are valid only if a reduction on base or triple surplus reduction off base is available (Article **25.07**).
  - .01 This is only valid on a **downbid** to a lower rated position.
  - .02 This will indicate that the pilot is bidding the position only if a freeze will not be applied.

#### **25.06 FREEZES**

- .01 A new hire pilot may be frozen from changing equipment **and/or** status as per Article **25.17.01**.
- .02 Pilots who are in their last **18** months of service prior to normal retirement as of the closing date of an associated **CMSC** Review will be frozen from the award of any vacancy or reduction that involves changing equipment and/or status with the following exceptions:
  - .01 Pilots who require less than a full transition course may be awarded a position and trained at Company option; OR
  - .02 In cases where economic factors override, the **CMSC** may determine that it is practical to award a position and train a pilot with less than **18** months service remaining; OR
  - .03 Pilots who are force reduced from their awarded position.
  - .04 Pilots who are denied an award in accordance with Article **25.06.02** who have had an opportunity to bid the position prior to their last **18** months of service shall not be entitled to pay-in-lieu as described in **25.06.05** unless their **SPB** which was valid for a bid during the period **24-18** months prior to retirement has not been changed.
- .03 Pilots who are in their last **19 to 30** months of service **prior** to normal retirement as of the closing date of an associated **CMSC** Review may be frozen at the discretion of the Company from the award of any vacancy or reduction that involves changing equipment and/or status.
- .04 Pilots who are not frozen as in **25.06.02** or **25.06.03** above and are awarded a position involving a change in equipment and/or status will commence training no later than **90** days prior to their normal retirement date, unless they have been force reduced from their awarded position in which case training will be at Company option.
- .05 Pilots who are frozen, in accordance with **25.06.02** and **25.06.03** above, from a position which they would have otherwise held, will be paid hour for hour at the greater of the rates on their current position or the denied position effective with the earliest of the following dates:

- .01 the activation date the pilot would have received had the pilot not been denied training, as detailed in Article **25.09**; OR
- .02 in accordance **with** the first applicable condition as follows:
  - .01 the earliest qualification or activation date of any pilot junior to them currently qualified in the same position and requiring the same training who was awarded, (on the same bid award), the same position as that denied;
  - .02 the earliest qualification or activation date of any pilot junior to them currently qualified in the same position who required training and was awarded, (on the same bid award), the same position as that denied;
  - .03 the earliest qualification or activation date of any pilot junior to them who required training and was awarded, (on the same bid award), the same position as that denied;
  - .04 the earliest qualification or activation date of any pilot junior to them who was awarded, (on the same bid award), the same position as that denied.
- .03 Pay as described above in Article **25.06.05** will continue until such time as the pilot fails to indicate a preference for such position on his standing preferential bid or the pilot's seniority does not otherwise entitle him to hold the associated position, (i.e., pay will be discontinued when there are no pilots junior to such pilot who are assigned or qualified in the associated position).
- .06 Pilots who **upbid** may be frozen at the discretion of the Company from the award of any vacancy to a lower rated position for a period of thirty **(30)** months following the closing date of the associated bid award except when such award involves a base transfer.  
  
Pilots who **upbid** to the **CL-65** Captain position may also be frozen from the award of any vacancy to the **B-767** First Officer position for a period of twenty-four **(24)** months from the applicable bid closing.
- .07 Pilots who **downbid** on their own base may expect to be frozen at the discretion of the Company from changing equipment and/or status for a period of forty-two **(42)** months from the closing date of the associated bid award, except that the duration of this freeze for pilots who **downbid** on their own base to the position of **CL65** Captain will be thirty **(30)** months from the closing date of the associated bid award. On subsequent equipment bids, the Company may release the pilot from this freeze based on consistent economic principles with due regard to seniority, to a preferred higher rated position as indicated on the Pilots **SPB**.
- .08 Pilots who **downbid** on a vacancy in conjunction with a base transfer will be frozen from changing equipment for a period of twelve **(12)** months and frozen from changing status for a period of twenty-four **(24)** months, following the closing date of the associated bid award. The Company may release the pilot from this freeze, based on consistent economic principles with due regard to seniority, to a preferred higher rated position as indicated on the Pilots Standing Preferential Bid.

- .09 Pilots who are restricted as to equipment end/or status by specific individual agreement between the pilot and the company will be allowed to change equipment and/or status only with company approval. The company will provide the association with a list of pilots so affected whenever an Pilot Position Assignment List is published.
- .10 A pilot returning from a leave of absence which has been greater than twelve (12) months in duration will be frozen at his own base from upbidding for a period of twelve (12) months and downbidding for a period of thirty (30) months from his return date. Until qualified, a pilot returning from a leave of absence which has been greater than twelve (12) months duration will not be eligible to bid to a new base.

#### **25.07 AWARDING POSITION VACANCIES AND REDUCTIONS**

- .01 A posted position vacancy shall be awarded to the senior pilot bidding for such vacancy, subject to the preferences specified in his Standing Preferential Bid (SPB), the provisions of Article 22 (Seniority), and except as otherwise provided for in Articles 25.06, 25.07.03, 25.07.04 and 25.08. Only a pilot holding an awarded position (or a RIR) in the base-status in which a vacancy occurs shall be eligible for award of such vacancy if:
  - .01 The number of pilots required for the base-status (including higher rated status on the same base) is less than or equal to the existing number for that base-status (including higher rated status on the same base) at the time of the award; OR,
  - .02 The number of pilots required for that base is less than or equal to the existing number (including surplus pilots being reactivated to their designated base) at the time of the award.
- .02 Except as otherwise provided in Article 25, a reduction may only be awarded to a pilot who is moving to a position on his current base. A reduction may only be awarded to:
  - .01 A pilot who is moving to a lower rated position; OR
  - .02 A pilot who is forced reduced from his current awarded position as described in 25.07.06; OR
  - .03 A pilot who is currently holding the same awarded position as a forced reduced pilot and elects to use the seniority of the forced reduced pilot to enable him to move to a higher rated position on his current base. Seniority of the forced reduced pilot shall only be used to determine the eligibility for such a reduction; OR
  - .04 Pilots as described in Articles 25.07.06, 25.07.07 and 25.07.08; or,
  - .05 A "triple surplus" reduction may be awarded to a pilot if the following conditions are met:
    - .01 More pilots in awarded position than required; and,
    - .02 More pilots in awarded base-status than required; and,
    - .03 More pilots on awarded base than required; and,
    - .04 Pilot is moving to an equal or lower rated position on a base which has fewer awarded pilots than jobs available (i.e.: OPEN BASE).

- .03 Freezes as described in Articles **25.06.06**, **25.06.07** and **25.06.08** will not apply to pilots who are forced to take a reduction.
- .04 Freezes as described in Article **25.06.06**, **25.06.07** and **25.06.08** will not apply to pilots electing to take a reduction to a lower rated position.
- .05 When a reduction exists on a pilot's current position and a vacancy exists on the pilot's requested position, the pilot will be deemed to be moving on the vacancy (if to higher rated position) or reduction (if lower rated position), as appropriate, with the other being cancelled as the result of such a move.
- .06 A forced reduction is assigned to a pilot whenever the pilot can no longer hold his current equipment by virtue of his seniority. Forced reduction will be in accordance with the pilot's **SPB**. However, if there is no **SPB** on file or if there are an insufficient number of choices on an **SPB** during the award process and a forced reduction is required, a pilot so affected shall be awarded a position, subject to his seniority, in accordance with the following priority:
  - .01 His qualified position if on base.
  - .02 Previous position if on base.
  - .03 Next lower rated position on base until exhausted.
  - .04 Highest position on his base that his seniority entitles him to.
  - .05 Most junior position on most junior base that has a net increase. Company paid move.
  - .06 Most junior position on most junior base. Company paid move.
  - .07 Surplus.
- .07 A pilot forced to reduce from his awarded position to a lower rated status, who has sufficient seniority to hold a position at another base which would enable him to maintain or improve his status may elect to move to that base.
- .08 If a pilot on a base is force reduced out of his current position and is unable to hold any other position at his base, he shall have the option of moving to any position that he can hold in the system. If the pilot elects to move to a base which has, at that time, more jobs available than awarded pilots (i.e., OPEN BASE), then this move shall be at Company expense.

#### **25.08 REINSTATEMENT RIGHTS**

- .01 Reinstatement rights (**RIR**) to a position will only be assigned when a pilot is forced to reduce from his awarded position. These **RIRs** have a twelve (**12**) month duration from the closing date of the bid associated with the reduction subject to the provisions of Article **25.08.06**.
- .02 Pilots, when reduced to the extent that they can no longer maintain a position in their awarded base-status, will also acquire any **RIRs** to a position in that same Base-Status held by pilots junior to them. These **RIRs**, whether awarded or acquired, have a twenty-four (**24**) month duration from the closing date of the bid associated with the reduction subject to the provisions of Article **25.08.06**.
- .03 **RIRs** will "reserve" vacancy assignments subject to reductions and availability.
- .04 **RIRs** will be effective immediately and include the current position assignment award.

- .05 When more than one pilot holds **RIRs**, the **RIRs** will be **honored** in seniority order subject to the pilots' **SPBs**.
- .06 A pilot will lose a **RIR** whenever he bypasses any opportunity to exercise that **RIR**, when he is reinstated by that **RIR** or when the **RIR** expires.
- .07 Any pilot who elects to change base without being forced will not be entitled to **RIRs** at the base he elects to move from.
- .08 A pilot who is forced to change base and elects to move to the most senior position that he can hold at his new base shall inherit and have the right to exercise any **RIRs** to a position on that same Base, held by pilots junior to him.

#### 25.09 ACTIVATION DATES

- .01 The training and activation dates for all vacancies and reductions will be provided by the Company within sixty **(60)** days of the closing date of the associated **CMSC** Review.
- .02 Activation dates will be established for those pilots who are awarded a position change on an associated bid award. The activation date will be based upon the relative percentage position held by the pilot on his newly awarded position. The date will be established as the earliest of:
  - .01 Date of closing plus 4 months, for top **25%**; OR
  - .02 Date of closing plus 6 months, for top **50%**; OR
  - .03 Date of closing plus 8 months, for top **75%**; OR
  - .04 Date of closing plus **10** months, for top **100%**; OR
  - .05 Date of closing plus **12** months, for any pilot requesting delayed training; OR
  - .06 On completion of a specific **CMSC** bid award, when more than **30%** of the active pilots require training, the activation dates will be calculated as above plus two **(2)** months.
- .03 When an aircraft type new to a specific base **first** appears in a **CMSC** Review for bidding purposes, the activation dates associated with those aircraft positions will be calculated as in **25.09.02** above plus four **(4)** months to facilitate introduction planning. For the purposes of this article, an aircraft type will be deemed to be new to a specific base if assignments on the type have not existed on that base within the previous three **(3)** years.
- .04 For pilots who **downbid**, the activation dates as determined in **25.09.02** and **25.09.03** will supersede any previously held activation dates. Previously held activation dates will no longer apply and any pay associated with such previous activation dates will cease.
- .05 Pilots who do not **downbid** will maintain their interim activation dates until qualified in their final awarded position.

#### 25.10 TRAINING DATES

- .01 Subject to requests for late training and where practicable, when two or more pilots are awarded identical new positions they shall be trained to that new position in order of activation date, then seniority, regardless of their currently qualified position,

- .02 When two or more pilots are awarded identical new **positions, they shall be trained** in order of activation date, then seniority, from amongst those pilots who are being trained to that new position provided they are being trained from identically qualified positions, subject to vacation, illness and the provisions of Article **25.10.03** and **25.10.04**.

(e.g., All pilots who are currently qualified as Winnipeg **A-319/320** Captain who require training to a newly awarded position as Toronto **B-767** Captain will be trained in order of activation date, then seniority.)

- .03 Pilots who have previously held their newly awarded equipment and status and who do not require a full transition course, may be trained out of order.
- .04 A pilot may request a delayed course (late training) for any bid award. Where possible, when a pilot makes such a request, he will be scheduled in reverse order of seniority for the applicable course, that is, the most senior pilot making the request will be trained last. Such requests will be subject to vacation, illness, Article **25.10.03**, and training plan requirements. Pilots granted delayed training hereunder will be subject to the provisions of Article **25.09**.
- .05 A request made under the provisions of Articles **25.10.04** shall be indicated by placing a mark in the appropriate box marked "**DC**" (delayed course) on the pilot's **SPB** next to the applicable preference line.
- .06 Once assigned a training and activation date, a pilot may request a training delay for personal reasons. At the discretion of the Company a training delay may be approved, however, the activation date may be rescheduled to **60** days after the new training date at the discretion of the Company. Any training delays more than three **(3)** months beyond the associated training period must be approved by the **CMSC**. In addition, any pilot who for reasons of illness or injury is unable to commence training on the assigned date will be deemed to have requested a training delay for personal reasons and will be handled in accordance with the above.

#### **25.11 BASE TRANSFER**

- .01 In no case will a base transfer take place within ninety **(90)** days of the awarding of a vacancy unless by mutual agreement between the pilot and the Company.
- .02 A pilot who is awarded a vacancy involving a base transfer shall be transferred upon completion of any required training subject to the provisions of **25.11.01**.
- .03 A pilot awarded a vacancy involving a base transfer who does not require training shall be assigned a transfer date of not later than his activation date on the associated bid award. This transfer date will not change should a pilot be awarded another position on the same new base prior to his assigned transfer date.
- .04 Once assigned a training and transfer date, a pilot may request a training and/or transfer date change for personal reasons. At the discretion of the Company such change may be approved subject to Company requirements, however, if a training delay is involved the pilot's activation date may be rescheduled in accordance with **25.10.06**. In no case will a pilot's transfer date be advanced by more than six **(6)** months.



- .05 A pilot undergoing Command training shall be transferred upon completion of any transition training required to qualify him for the commencement of his left seat flying as a First Officer subject to the provisions of **25.11.01**
- .06 A Company paid move will only apply in cases where a pilot is forced from his current base and elects to move to a position at a base with a shortage of pilots (Le.: OPEN BASE) as per Article **25.07.08**.
- .07 A pilot transferring on a Company paid move under this Article shall be entitled to:
- .01 Two **(2)** space available passes between his current base and **his new** base for the pilot and his spouse to facilitate the arranging of accommodation at his new base; and
  - .02 One **(1)** positive space pass between his current base and his new base for himself and his family for the actual move to his new base; and
  - .03 Moving expenses in accordance with Company Publication **710**.
- .08 A pilot transferring at his own expense shall be entitled to:
- .01 Two **(2)** space available passes between his current base and his new base for the pilot and his spouse to facilitate the arranging of accommodation at his new base; and
  - .02 One **(1)** space available pass between his current base and his new base for himself and his family for the actual move to his new base.
- .09 A pilot awarded a position involving a transfer who has not commenced any required training by his transfer date may, by mutual agreement between the Company and the pilot, elect to be transferred to his newly awarded base to fly his qualified equipment and status if it exists on his new base. In such a case, the pilot will be trained to his new equipment prior to any pilot junior to him who received the same position awarded on the same bid. **Otherwise**, the pilot will continue to fly his qualified equipment and status on his current base until such time as he is transferred in accordance with Article **25.11.02**.
- .10 In order to facilitate travel between his current base and his new base, a pilot who has not been transferred by the transfer date of his awarded vacancy involving a base move shall be entitled to:
- .01 Positive space passes between his former base and his new base;
  - .02 Normal crew cycle expenses in accordance with Article **16.02** for hotel and meals while commuting, and;
  - .03 Expenses and passes as outlined above shall apply for a period not to exceed two **(2)** complete block months, subject to an extension as outlined in **25.11.11** below.
- .11 A pilot shall be transferred to his new base not later than the end of the second complete block month **after** his transfer date except when an extension beyond the two **(2)** complete block months has been approved by the **CMSC**.

## **25.12 FAILURE TO QUALIFY**

- .01** The position of a pilot who becomes inactive as a result of failing to qualify will be posted as a replacement vacancy after a reasonable period of time, as determined by the **CMSC**.
- .02** A pilot returning to active duty subsequent to action taken as in **25.12.01** above, will return in accordance with Articles **14, 29, and 25.19.02**.

## **25.13 VACATION**

- .01** A pilot who is awarded a vacancy or reduction shall have his vacation rescheduled only by mutual agreement between the Company and the pilot.
- .02** A pilot shall not be awarded a vacation period that conflicts with a planned training period.

## **25.14 PERMANENT MANAGEMENT PILOTS**

- .01** The last position held by a pilot prior to being appointed to permanent management duty shall be posted as a replacement position vacancy within thirty **(30)** days of the effective date of his appointment.
- .02** A Permanent Management Pilot may choose to return to line duty by electing to assume any position, by seniority, at his designated base, regardless of the presence of a vacancy or he may bid on a vacancy at any other base subject to the provisions of Article **25.07**.
- .03** In electing to bid for a vacancy at another base as in **25.14.02** above, a Permanent Management Pilot is not required to return to active line pilot status prior to submitting such a bid.
- .04** A Permanent Management Pilot may change his designated base provided his seniority would allow such a move and no **downbid** in status is involved as determined by the **CMSC**.

## **25.15 INACTIVE PILOTS**

- .01** Inactive pilots who may be eligible for return to active status will have a designated base assigned at the time they are posted as inactive. Such base shall be the base at which the pilot was last awarded a position as an active pilot.
- .02** During the period in which a pilot is posted as inactive, **RIRs** and freezes will be considered dormant. They will again be valid when the pilot returns to active status unless they have expired in accordance with one of the following:
  - .01** Time **expiry** of the **RIR** or freeze (as applicable) or,
  - .02** in the case of an **RIR**, a junior pilot is reinstated or bypassed, or,
  - .03** in the case of a freeze, the pilot is returned to a position other than that from which he left, or,
  - .04** the pilot is furloughed.

- .03 Returning to Active Status** - subject to satisfactory medical examination and aircraft requalification, pilots may elect to assume a position in accordance with the following table (and subject to Article **25.06.09**), except in the case where senior pilots have been forced reduced from the returning pilot's Designated Base and hold **RIRs** on such Designated Base. In such case, the returning pilot will be assigned appropriate **RIRs** and will be eligible to assume the position (subject to Article **25.06.09**), of any more junior pilot in the system (in the event of the return of the most junior pilot, he will assume the position held by the most junior active pilot). Once qualified in the declared position, the pilot will be considered 'active' and be eligible to bid.

**CATEGORY RETURNS IN ACCORDANCE WITH THE FOLLOWING**

- .01 GDIP** - may elect to assume any position on their Designated Base, as entitled by the seniority.
- .02 LOA - Twelve (12) Months or Less** – A pilot returning from a leave of absence which has been twelve (12) months or less in duration -will return to his awarded position at his Designated Base at the time such leave began as entitled by his seniority. If unable, due to insufficient seniority, or the removal of said position since such leave began, the pilot will assume any position at his Designated Base as entitled by his seniority.
- .03 LOA – Greater Than Twelve (12) Months-A** pilot returning from a leave of absence which has been greater than twelve (12) months in duration shall become active in accordance with Article **25.01** upon his return date and may assume any position at his Designated Base to which his seniority entitles him and subject to agreement by the **CMSC**. **CMSC** considerations will include the likelihood of future vacancies, anticipated fleet plans and impact on other pilots. In the absence of **CMSC** agreement, he shall become active in accordance with Article **25.15.03.02**.
- .04 ETD (Art.14)** -will assume a position as entitled by their seniority and in accordance with Article **14** and as determined by the **CMSC**.
- .05 TER (Art.29)** - will assume a position as entitled by their seniority and in accordance with Article **29** and as determined by the **CMSC**.
- .06 SURPLUS** - will assume any position on their Designated Base, as entitled by their seniority. Pilots will only be returned to active status after all active pilots have had a chance to bid on the available vacancies for reactivation. The pilot's designated base will be protected during such bid as per the provisions of **25.07.01.02**.
- .07 FURLOUGH** - may elect to assume a position as entitled by their seniority in accordance with Article **32** and as determined by the **CMSC**.
- .04** A 'Surplus' pilot returning to active status who cannot return to his Designated Base and who does not bypass an opportunity to return to a position whereby he does not deny another pilot's return to his designated base, will be eligible for a Company-paid move.

- .05 Any pilot returning to active status (other than from "Surplus" or "Furlough") who cannot return to his Designated Base will be eligible for a Company-paid move if moving to a base designated by the Company as open to additional assignments.
- .06 Pilots who are inactive due to **GDIP** may elect a change in their base designation as a result of a previous **RIR** in accordance with Article **25.08**.

#### **25.16 BASE EXCHANGE**

Pilots holding the same equipment and status shall be permitted to make a mutual exchange of bases provided that the pilots concerned are entitled by seniority to hold the position at the bases of intended transfer and provided that approval is obtained from the Association.

#### **25.17 NEW HIRES**

- .01 A pilot may be required to remain in his current status and/or on his current equipment unless he has completed two **(2)** years of line service as a pilot prior to the closing date of any vacancy upon which he bids. Such a pilot, having completed two **(2)** years of line service, shall be entitled to exercise his seniority preference at his base notwithstanding the availability of a vacancy and provided such preference is exercised at the first available opportunity following completion of two **(2)** years of line service.
- .02 A pilot affected by the provisions of Article **25.17.01** shall receive pay in accordance with his seniority preference no later than six **(6)** months after having completed two **(2)** years of line service or as determined by Article **25.09**. A pilot who chooses to delay his course in accordance with Article **25.10.04**, **25.10.05** or **25.10.06** will forfeit his right to this pay date.
- .03 A pilot affected by the provisions of Article **25.17.01** shall be trained in accordance with Article **25.10** utilizing normal activation dates for scheduling.
- .04 Positions intended for new hire postings must first be offered to active line pilots during a bid award prior to being filled by new hire pilots.

#### **25.18 CAPTAIN TRAINING**

- .01 A pilot scheduled for Captain Upgrade Training who is not qualified as a left seat First **Officer** by his activation date, will on successful qualification as Captain be paid retroactively the greater of:
  - .01 The difference between his pay and minimum guarantee on his promotional equipment for the period from sixty **(60)** days after his activation date to the date he successfully qualifies as a Captain; OR
  - .02 The difference between his pay and the pay of any pilot junior to him holding his promotional equipment for the period from sixty **(60)** days after his activation date to the date he successfully qualifies as a Captain; OR

- .03 The difference between his rate of pay and the rate of pay of his promotional equipment for each hour flown for the period from sixty (60) days after his activation date to the date he successfully qualifies as a Captain.
- .02 A pilot who is qualified as a left seat First **Officer** by his activation date but is not qualified as a Captain by sixty (60) days after his activation date will be paid, retroactively upon qualification as a Captain, the greater of **25.18.01.01**, **25.18.01.02**, or **25.18.01.03** if any or a combination of the following situations occur.
  - .01 The Company has been unable to complete the required checks.
  - .02 The pilot, at Company request, has been required to fly a number of flights as a First Officer during his Command Indoctrination Training.
  - .03 The pilot has been unable to obtain the required amount of left seat flying time under supervision, due to difficulty in being awarded trips with right seat qualified Captains.
- .03 A pilot undergoing Captain Upgrade Training shall be transferred upon completion of any transition training required to qualify him for the commencement of Command Indoctrination Element subject to the provisions of **25.11.01**.
- .04 A pilot scheduled for Captain Upgrade Training which involves a base move shall be entitled to the provisions of Article **25.11.10** if he has not been transferred by his activation date.
- .05 A pilot who fails at any stage of Captain Upgrade Training shall not be eligible for the pay benefits specified in Article **25.18.01** and **.02** but rather as detailed in Article **14**.

#### **25.19 PILOT POSITION ASSIGNMENT LIST**

- .01 The Company shall, within ten (10) days **after** the closing date of any bid review, post a Pilot Position Assignment List at all Pilot Crew Bases showing the active pilots at all bases, their position, seniority number, and relative position (%).
- .02 The **CMSC** may add to any Pilot Position Assignment List:
  - .01 any pilot who has returned from inactive status, (e.g., Permanent Management Pilot, Articles **14**, **20**, or **29**, etc.),
  - .02 pilots returning to their previous position, or if the position is no longer in the fleet to a lower rated position, as provided for in **14.05.01.03**, **14.05.02.04** or **14.05.04.01**; and
  - .03 new hire pilots,
- .03 The list described in **25.19.01** above will be amended to include training and activation dates within sixty (60) days after the closing date of any bid review as per Article **25.09**.

## 25.20 GLOSSARY OF TERMS

**.01 "Activation Date"**

The date, in accordance with Article **25.09**, at which time the winner of such vacancy shall be paid at his new rates of pay or present rates of pay, whichever is greater (except failure to qualify as detailed elsewhere in Articles **14 and/or 25**). The date is also to be used as the start date for benefits as provided in Article **25.11.10**.

**.02 "Active Pilot"**

Any pilot on the system seniority list who holds a Position on the current position list and deemed active as per Article **25.01**.

**.03 "Article 25 Bulletin Board"**

A bulletin board at each pilot base in the system set aside for the purpose of posting pertinent Article **25** information.

**.04 "Awarded Position"**

The position held by an active pilot as a result of a bid award and defined by "Base, Equipment and Status".

**.05 "Bid Award"**

The process whereby position assignments are awarded to pilots in accordance with an associated **CMSC Review** and the provisions of Article **25**.

**.06 "Captain Training"**

Training for the successful bidder on a vacancy that will result in the initial promotion to Captain status of a pilot on the system seniority list.

**.07 "Closing Date"**

The date declared by the **CMSC** as the closing date for the next Crew Planning Bid Review, at which time changes to a Standing Preferential Bid or a new bid will no longer be accepted for consideration during the associated bid award process.

**.08 "CMSC"**

The Crew Manning Steering Committee consisting of two **(2)** representatives each from the Company and the Association who shall review all pertinent documentation in order to make accurate determinations of crew requirements. Documentation shall be provided to the **CMSC** on a **confidential** basis.

**.09 "Gender/Number"**

This Agreement shall be read with all changes of gender and/or number that may be required by the context.

**.10 "Inactive Pilot"**

Any pilot on the system seniority list who does not hold a position on the **current** list and deemed inactive as per Article **25.01**.

**.11 "Month"**

For the purpose of Article **25** a month is defined as thirty **(30)** days.

- .12 "Normal Retirement Date"**  
The date when a pilot is required to retire under the terms and conditions of the Agreement.
- .13 "Posting Date"**  
The date when a position vacancy or reduction is posted on all Article **25** Bulletin Boards.
- .14 "Qualification Date"**  
The date a pilot successfully completes the qualifying line check associated with his training.
- .15 "Qualified Position"**  
The position in which a pilot is currently qualified as defined by "Base, Equipment and Status".
- .16 "Reinstatement Right"**  
The right assigned to a pilot entitling him to be preferentially awarded a position, without regard to normal seniority provisions, prior to those without these rights subject to the provisions of Article **25.08**.
- .17 "Restricted Pilot"**  
A pilot who by virtue of specific agreement with the Company is denied certain privileges with regard to Article **25**.
- .18 "Standing Preferential Bid"**  
The form on which pilots may indicate their qualifications and preferences for Base, Equipment, and Status as well as Delayed Course training requests and Paid Move stipulations.
- .19 "Training Date"**  
The date when a pilot scheduled to change positions is expected to commence training. This date shall be declared within sixty **(60)** days of the closing date of **Crew** Planning Bid Review.
- .20 "Training Period"**  
The training period is the period from bid closing to the latest training date initially assigned in conjunction with an associated bid award.
- .21 "Transfer Date"**  
The date established in association with an award involving a base move upon which the pilot will be transferred to his newly awarded base. This date will be sixty **(60)** days following the planned training date where training is required. The transfer date will be assigned according to the provisions of Article **25.11.03** in cases where training is not required.

## **25.21 OFF-SHORE ASSIGNMENT**

- .01** It is agreed that Off-Shore Assignments (**OSA's**) may be designated by the Company subject to the conditions outlined in this article.
- .02** The following locations have been identified for **OSA** subject to the conditions outlined below:
- |                                |                     |
|--------------------------------|---------------------|
| London, England                | Frankfurt, Germany  |
| Paris, France                  | Zurich, Switzerland |
| Madrid, Spain                  | Lisbon, Portugal    |
| Honolulu, Hawaii               | Anchorage, Alaska   |
| Singapore                      | Hong Kong           |
| Seoul, <b>S.</b> Korea         | Osaka, Japan        |
| Johannesburg, <b>S.</b> Africa | Athens, Greece      |
| Auckland, New Zealand          | Sydney, Australia   |
- (a)** A joint Company/Association team will be struck to investigate and jointly agree to all aspects of the proposed **OSA**, including accommodation (reference **25.21.19**), transportation, customs and immigration, local customs and procedures, vaccination and medical requirements (including agreement on a designated doctor, dentist and hospital), tax implications, if any (reference **25.21.20**), and any other factors that the Association or the Company may identify. The **OSA** will not be offered to system bid until both parties agree.
- (b)** Should additional locations be required, the Association and Company will form a committee to investigate the location and jointly agree to the proposed location subject to the normal considerations as outlined above. These new **OSA** will not be offered to system bid until both parties agree. Such agreement will not be unreasonably withheld.
- (c)** Should the **OSA** become unacceptable to either the Company or the Association as a result of events in the **OSA** location (e.g. political uprisings, earthquake, medical epidemics) the location will be removed from the above list, and the Company will immediately move any crews to a new location acceptable to both parties, or return them to Canada.
- .03** Assignment(s) may be in increments of one **(1)** to three **(3)** block months. No more than one **OSA** may be designated per aircraft type at any given time, without **prior** mutual agreement between the Company and the Association. Such agreement will not be unreasonably withheld.
- .04** The Company will offer the assignments to system bid at least sixty **(60)** days prior to, and bids will close at least forty-five **(45)** days prior to, the commencement of the **OSA**. Pilots must be qualified on the equipment assigned to the **OSA** as per Section **4.03.02** and **.03** of the Scheduling Rules. Assignments will be divided between the applicable bases with due regard to seniority, in a manner mutually agreeable to the Association and Company.
- .05** In the event there are insufficient bids received as established in **.04**, the **OSA** will be offered to interested pilots at bases other than those originally designated for the **OSA** with due regard to seniority and in a manner mutually agreeable to the Association and the Company. Should there be insufficient bids from all bases, the assignment will be filled in reverse order of system seniority from



pilots qualified on the aircraft type designated for the **OSA**. No pilot will be involuntarily assigned to any **OSA** nor combination of **OSA's** for more than one **(1)** month (including part months) nor for more than a total of two **(2)** months in any twelve **(12)** month period.

- .06 Pilots, while assigned to the **OSA**, will be paid the applicable maximum monthly pay (**1/2** day, **1/2** night rates) plus overseas operations pay (if applicable), or the actual flying performed, whichever is greater. During the **OSA**, a pilots bank will be frozen. Hours credited in excess of the designated monthly maximum accrued during the **OSA** will be cash cleared. When travelling to and from the assignment, pilots will be paid the greater of their actual flying if operating, or the applicable deadhead credits for pay and flight time limitations, to the block maximum limitation. The designated monthly maximum for an **OSA** will normally be seventy-eight **(78)** hours. This may be increased subject to mutual agreement between the Association and the Company.
- .07 Adequate and reasonable expense allowances, including a transportation component, and a daily allowance of twenty dollars **(\$20)** per day will be established for each Off-Shore Base. The allowances shall be agreed upon quarterly between the Company and the Association. A cash advance not less than **15** days of local meal allowance for each month of the assignment will be made available to each pilot prior to departure on the **OSA**.
- .08 Pilots will not normally be permitted to return to home base during an **OSA** to complete periodic training and/or **medicals**. Simulator, medical, and ART requirements will be rescheduled to be completed prior to departing, or after returning from the **OSA**, subject to government requirements. Nothing herein shall prevent the Company from making arrangements to complete periodic training, line checks and/or **medicals** during an **OSA**.
- .09 Dependent upon the length of a pilots **OSA** assignment and the length of his outstanding vacation, a successful bidder on an **OSA** may be required to arrange vacation **deferments** prior to the **OSA**. Advice of this requirement will be provided with the advice of the availability of the **OSA**. A pilot may defer any vacation period under this article. The Association will be notified of such deferment and the vacation slot so deferred will be immediately advertised as vacant for all pilots to bid on who are qualified on the same equipment and base this vacation slot was awarded from.
- .10 The Company medical department will provide pertinent information to pilots assigned to the **OSA**, including but not limited to vaccinations required, particular health issues unique to the **OSA** location and options for additional health insurance.
- .11 A system will be developed between the Company, Association and the pilots assigned to the **OSA** to cover flying available due to short term illness. Any pilot who is unable to operate his designated flights while assigned to an **OSA** will not be charged any sick days, however he will be required to arrange a mutually acceptable flight switch with the pilot who has covered his flying. **OSA** Flying that becomes open as a result of short term illness that cannot be handled by the above method shall be assigned as per Section 8 of the Scheduling Rules, and normal pay guarantees will apply (deadhead, **THG**, **DPG**, etc.)
- .12 All hospital and medical bills incurred by a pilot while on an **OSA** will be paid by the Company. Within a reasonable time on return from the Off-Shore Assignment the pilot will reimburse the Company that portion of the hospital and medical bills

that are covered by the pilots **Medicare** and Company Medical plan. The provisions of Article **19.08.01** will also apply.

- .13 All Company Insurance and Benefit plans remain in force while on an **OSA**. Provincial medical benefits will be arranged by the individual pilot and/or the Company, as applicable, for the duration of the assignment. If benefits cannot be arranged, the Company will ensure that benefits are covered.
- .14 All position vacancies and other relevant Company information will be forwarded to pilots at the **OSA** in sufficient time to respond appropriately if required.
- .15 Pass priority for pilots deadheading on Company and foreign carriers will be as per the current Collective Agreement. Return positive space travel on Company services to the **OSA** will be provided for spouse and dependants for each month a pilot is assigned to the **OSA**. Should Company services not be available to the **OSA**, return positive space travel will be provided for each pilot's spouse once for each month the pilot is assigned to the **OSA**.
- .16 Pilots will be given five **(5)days** off prior to duty at the **OSA**. **After** completion of the **OSA** pilots will be given five **(5)** days off upon arrival at home base. PBS will be programmed to provide the required days off as described above for a pilot assigned to an **OSA**.
- .17 The pilot will be paid and flight time limited for one thirtieth **(1/30)** of the applicable designated monthly maximum for each of the planned days off prior to and after the **OSA**, or the applicable deadhead credits, whichever is greater. Deadhead credits to/from the **OSA** will be credited in the applicable month.
- .18 The Company shall establish the procedures for and assist in the acquisition of visas and necessary documentation required for assignment to an **OSA**.
- .19 Furnished accommodations including household effects, utilities, basic television and local telephone service will be provided at Company expense. In addition to the normal criteria in Article **16.03** used to establish accommodation, the availability of health and fitness facilities will also be considered.
- .20 The Company will offset any tax liability to any foreign country which is in addition to normal Canadian Income Taxes.
- .21 Except as provided above, the terms of the Collective Agreement remain in effect. The Company and the Association will meet expeditiously to mutually agree on unforeseen issues which may arise.
- .22 The **OSA** will exceed a cumulative total of **12** months only with mutual agreement between the Company and the Association. Such agreement will not be unreasonably withheld.

## **ARTICLE 26 -BENEFITS**

### **26.01-GROUP INSURANCE**

It is agreed that the following will apply with respect to group insurance policies.

- .01 The Company will pay one hundred percent **(100%)** of the **first \$75,000** of Group Life Insurance; the premium for the remainder will be shared **fifty/fifty (50/50)** between the Company and the employee, with the following coverage effective October **1, 1998**.

Captains	<b>\$225,000</b>
First and Second Officers and Relief Pilots ( <b>3rd</b> year and thereafter)	<b>\$175,000</b>
First and Second Officers and Relief Pilots ( <b>1st</b> and <b>2nd</b> year)	<b>\$125,000</b>

Effective the month following **ratification**, the post retirement paid up insurance shall be twenty-five percent **(25%)** of the group life insurance to a maximum of **\$25,000** for Captains and **\$17,500** for First and Second **Officers** and Relief Pilots.

- .02 An Accident Insurance policy will be provided and paid for by the Company with the following coverage effective October **1, 1998**.

Accidental <b>Death</b>	
Captains	<b>\$300,000</b>
First and Second Officers and Relief Pilots ( <b>3rd</b> year and thereafter)	<b>\$250,000</b>
First and Second Officers and Relief Pilots ( <b>1st</b> and <b>2nd</b> year)	<b>\$200,000</b>

This insurance plan includes Accidental Death, Dismemberment and Loss of Use.

- .03 The Company will provide and pay for **\$500,000** additional Accidental Death, Dismemberment and Loss of Use insurance for pilots while travelling in ground transportation provided by Air Canada when on Company business.

- .04 Smoke inhalation insurance will be provided in the amount of **\$110,000**.

#### **.05 Supplementary Health Insurance Plan**

- .01 The Company will provide and pay for the present Company Supplementary Health Insurance Plan (Extra Plan **II**). The Plan includes the **S.O.S** Medical Assistance program.

**NOTE:** Effective the first day of the month following notification of ratification the Supplementary health insurance plan will be increased in accordance with the following:

- .02 The vision care is increased to **\$225.00** every **24** months and contact lenses for specific cases to be **\$300.00** per eligible person, Pilots who have a License Validation Certificate requiring "glasses worn" or "glasses available" may claim a second pair of prescription glasses to an amount of **\$225.00** every twenty-four **(24)** months.

- .03 The lifetime maximum benefit payable under the plan in respect of each eligible person will be increased from **\$30,000** to **\$50,000** with **\$2,000** annual reinstatement.
- .04 The coverage for private hospital rooms under the plan will be ninety **(90%)** of the difference between semi-private and private room coverage.
- .05 Psychologist services will be covered at **fifty (50%)** of each visit up to a maximum of **\$500** per year per employee or **\$1000** per family.
- .06 Coverage will be provided for the purchase or repair of hearing aids up to a maximum of **\$750** per eligible person in a five **(5)** year period. The Plan shall also provide for the reimbursement of **cochlear** implants.
- .07 Coverage for out of hospital nursing services that are determined to be reasonably or medically necessary will be increased to **\$150** per day and **\$7500** per year for each eligible person.
- .08 Coverage will be provided for hyperbaric oxygen therapy and hyperbaric chamber treatment.
- .09 The eligible expenses for the services of chiropractors, osteopaths, naturopaths, and podiatrists will each be covered to a maximum of **\$50** per visit and **\$100** for x-ray limited to **\$1000** per year per eligible person or **\$2,000** per family per year.

## **26.02 - DENTAL PLAN**

The Company will provide and pay for the Company Group Dental Insurance Plan. The Company shall be the sole policy holder and administrator of the above mentioned plan. Effective the first day of the month following notification of ratification the annual maximum covered expense is increased to **\$2000** per eligible person, orthodontic coverage for eligible dependent children increased to **\$2,500**, and basic Dental Services will be **90%**.

### **GENERAL**

For Pilots married to a member of the Dental and Supplementary Health Insurance Plans, co-ordination of benefits is allowed.

No changes and/or amendments to the benefits will be made without the agreement from the Association.

## **26.03 - GROUP DISABILITY INCOME PLAN -PILOTS**

### **GENERAL**

- .01 **Purpose of the Plan** - The "Air Canada Group Disability income Plan - Pilots" shall provide a reasonable level of income protection during periods that a pilot is, for medical reasons, unable to perform his regular duties, subject to the limitations herein.
- .02 **Application for Membership** - "Record of Participation" **ACF850**, includes Group Life, Supplementary Health and Disability Income Plans. Form **ACF850** will be prepared in duplicate, with the original being forwarded to Payrolls, Winnipeg **849**, and the copy retained on local file.
- .03 **Certificate of Membership** - No individual certificates **are** issued under this plan.

## 26.03.02 - COVERAGE

.01 **Eligibility** - Participation in the plan is a condition of employment (including Pilots in-training).

.02 **Maximum Covered Salary**-The maximum covered monthly salary will be:

.01	Effective date of ratification	•	<b>\$19,500</b>
.02	April 2, 2001		<b>\$20,000</b>
.03	April 2, 2002		<b>\$20,500</b>
.04	April 2, 2003		<b>\$21,000</b>

.03 **Disabilities Covered by the Plan**

- (a) **"Disabled"** -A pilot shall be considered disabled if the Air Canada Medical Department or Transport Canada determine that, for medical reasons, he is unfit to fly.
- (b) **"Totally Disabled"** - A "totally disabled" employee is one whose condition is judged by the Underwriter to be such that he is unable to work at any job for which he is reasonably fitted by education, training or experience.
- (c) **"Medically Restricted Return to Duty"** - A pilot returning to flight duty with a medically restricted license which precludes him from occupying his former position shall have his Group Disability Benefit pay the difference between his actual earnings in the restricted position and his presumed earnings at the time of his original disability.
- i) His presumed earnings at the time of his original disability will be based on the three **(3)** full block month average or twelve **(12)** block month average **whichever** is the greater immediately preceding the month in which the disability commenced.
- ii) Allowable service will continue to accrue during the period that a pilot is in receipt of benefits.
- iii) Pensionable earnings credits will continue to be based on his presumed earnings as defined in **(i)** above.
- iv) All other benefits in accordance with the position being flown consistent with the terms of the Collective Agreement.
- (d) **Pregnancy Leave** - A pilot who is pregnant is covered under the Plan for the periods during the pregnancy she has been declared unfit to fly for medical reasons by a certified physician. A post **partum** medical examination will be required within thirty **(30)** days.

.04 **Disabilities Not Covered by the Plan** - Benefits are not payable for any of the following:

- (a) An accidental bodily injury arising out of or in the course of any employment for remuneration or profit other than with Air Canada.
- (b) An injury or sickness which is a result of a hostile act occurring in a war zone which the employee has entered voluntarily and not in the course of the performance of his duties with the employer.
- (c) An Intentionally self-inflicted injury or sickness.

**.05 Coverage**

- (a) Hysteria
- (b) Phobic Reactions
- (c) Obsessive compulsive disorder
- (d) A psychoneurotic disorder
- (e) A **behavioral** disorder
- (f) Alcoholism, or
- (g) Drug addiction

For items (a) to (e) above, the employee is covered when receiving continuing treatment from a physician who is certified in psychiatry, and in the case of items (f) and (g) the employee is undergoing an alcohol or drug addiction rehabilitation program that has received the prior approval of the Company but only while the employee is undergoing the program of rehabilitation, OR unless required to meet the minimum sickness and the injury provisions of the Unemployment Insurance Act.

Notwithstanding, it is the intention to consider each of these claims individually and, based on the assessment of the insurer's Claim Department and Medical Board and the Air Canada Medical Directors made during the initial year to continue payment beyond one year, in accordance with the terms of the policy where the condition is judged to be sufficiently severe as to be comparable to a psychosis. By virtue of the fact, these cases require individual consideration, they do not lend themselves to precise contract definition.

**NOTE:** Subject to the minimum requirements under the Sickness and Injury Provisions of the Employment Insurance Act, and regulations, no benefits are payable to any claimant who fails to undertake and maintain any program of rehabilitative training or treatment which is recommended by his physician or by the Company's Medical Board and is designed to result in any improvement in his condition with a view to making possible his **re-qualification** for flight duties.

**.06 Suspension/Reinstatement of Coverage**

**.01 Suspension of Coverage-Coverage** shall be suspended on the date:

- (a) **Voluntary Leave of Absence** - An employee is placed on Voluntary leave of absence, and shall remain suspended for the duration of the Leave of Absence. If the employee becomes disabled while on such Leave of Absence, he will be entitled to income benefits from the plan commencing the thirty-first **(31st) day** from the date he is scheduled to return to active employment.
- (b) **Employment Suspension** - An employee is Suspended from Active employment except that in the case of a member who becomes disabled prior to being placed on suspension, he will continue to be entitled to income benefits until assessed as fit to return to active employment. If an employee becomes disabled during such period of suspension, he will be entitled to receive income benefits from the plan commencing on the thirty-first **(31st)** day from the date he is scheduled to return to active employment.
- (c) **Furlough** -An employee is Furloughed, except that if the employee is disabled prior to being placed on furlough, ha will continue to receive the benefits of the plan until such time as he is assessed fit to return to active employment.

- (d) **On Strike/Lockout-An** employee is On Strike or Locked Out as a result of a dispute between **ACPA** and Air Canada except that in the case of a member who becomes disabled prior to any such strike or lockout, he will continue to be entitled to income benefits until assessed as fit to return to active duty. If an employee becomes disabled during such period of strike or lockout, he will be entitled to receive income benefits from the Plan commencing on the thirty-first (**31st**) day from the date he is scheduled to return to active employment,

**.02 Reinstatement of Coverage** - Coverage is automatically reinstated on return to active employment.

**.07 Termination of Coverage** - Coverage terminates on the earliest of:

- (a) The date the employee leaves the Company.
- (b) The date the employee ceases to be a Pilot.
- (c) The date the employee retires.
- (d) The last day of the month in which the employee attains his **60th** birthday.
- (e) The date the employee dies.

**NOTE:** Coverage may NOT be terminated at the option of the individual member.

**.08 Conversion Privilege** - There is no conversion privilege for this insurance.

### **26.03.03 COSTS AND BENEFITS**

**.01 Premium** -The total monthly premium for this Group Disability Income Plan is paid by the Company.

**.02 Waiting Periods**

- (a) For each separate disability period there is a waiting period of **30** consecutive days before disability benefit payments commence. During this period, sick leave will be in accordance with the Sick Leave provisions of the Collective Agreement.
- (b) Under the terms of the plan, the disability commences on the date of original disablement and, for successive periods of absence, disability benefit payments will commence immediately without a further waiting period if: such absence is due to the same cause and is separated by less than **180** days of active full time employment, or due to different cause and is separated by less than **30** days of active full time employment,

**NOTE 1:** Employees absent from work due to illness or injury covered under Workmen's Compensation will be removed from the payroll in accordance with Chapter **10** of Publication **711**. (Refer to Subsection **4.05** of this chapter for effect on income benefits.)

**NOTE 2:** For administrative purposes, the date disability commences is deemed to be the date the member is unable to report for flight duties.

### .03 "DISABLED" - Benefit Schedule

Disability Income Benefits and Benefit Periods for Disabilities Which Commence on or After June 2, 1989:

#### Schedule of Benefits

An employee who is disabled shall be paid a benefit, determined by applying that percentage of the employee's monthly earnings shown opposite his applicable year of service, for the benefit period shown in the following schedule.

Years of Service		Benefit Period	Amount
1	(30 day W/P)	+ 11 months at 75% + 2 years	(24 months) at 40%
2	(30 day W/P)	+ 11 months at 75% + 2 years	(24 months) at 41%
3	(30 day W/P)	+ 11 months at 75% + 2 years	(24 months) at 42%
4	(30 day W/P)	+ 11 months at 75% + 3 years	(36 months) at 43%
5	(30 day W/P)	+ 11 months at 75% + 4 years	(48 months) at 44%
6	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 45%
7	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 47%
8	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 49%
9	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 51%
10	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 53%
11	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 55%
12	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 57%
13	(30 day W/P)	+ 11 months at 75% + 15.5 years	(186 months) at 59%
14	(30 day W/P)	+ 11 months at 75% + 15 years	(180 months) at 60%
15	(30 day W/P)	+ 11 months at 75% + 14 years	(168 months) at 60%
16	(30 day W/P)	+ 11 months at 75% + 13 years	(156 months) at 60%
17	(30 day W/P)	+ 11 months at 75% + 12 years	(144 months) at 60%
18	(30 day W/P)	+ 11 months at 75% + 11 years	(132 months) at 60%
19	(30 day W/P)	+ 11 months at 75% + 10 years	(120 months) at 60%
20	(30 day W/P)	+ 11 months at 75% + 9 years	(108 months) at 60%
21	(30 day W/P)	+ 11 months at 75% + 8 years	(96 months) at 60%
22	(30 day W/P)	+ 11 months at 75% + 7 years	(84 months) at 60%
23	(30 day W/P)	+ 11 months at 75% + 6 years	(72 months) at 60%
24	(30 day W/P)	+ 11 months at 75% + 5 years	(60 months) at 60%
25	(30 day W/P)	+ 11 months at 75% + 4 years	(48 months) at 60%
26	(30 day W/P)	+ 11 months at 75% + 3 years	(36 months) at 60%
27	(30 day W/P)	+ 11 months at 75% + 2 years	(24 months) at 60%
28	(30 day W/P)	+ 11 months at 75% + 2 years	(24 months) at 60%
29	(30 day W/P)	+ 11 months at 75% + 2 years	(24 months) at 60%
30 and over	(30 day W/P)	+ 11 months at 75% + 2 years	(24 months) at 60%

Notwithstanding anything to the contrary expressed or implied in the above schedule, if on the date an employee becomes disabled his Years of Service as a Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor or Pilot total:

- i) at least three years but less than 6 years, his "Benefit Period" shall be increased by 30 days for each full calendar month worked in excess of the number of full years shown in the column entitled "Years of Service".
- ii) at least 13 years but less than 14 years, his "Benefit Period" shall be decreased by 15 days for each full calendar month worked in excess of the employee's number of full years of service as a Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor or Pilot.



- iii) at least **14** years but less than **27** years, his "Benefit Period" shall be decreased by **30** days for each full calendar month worked in excess of the employee's number of full years of service as a Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor or Pilot,

**.04 "Totally Disabled"** - For claimants who are assessed as "Totally Disabled", benefits in the second and subsequent years will be paid at **60%** of salary to the earlier of death, recovery or attainment of age **60**.

**.05 Minimum Benefit**

Notwithstanding anything to the contrary contained in the Schedule of Benefits, it is hereby provided that in no event shall an employee's benefit be less than the monthly equivalent of the current weekly benefit paid under the Employment Insurance Act of Canada.

**.06 Calculation of Benefits**

- (a) **"Monthly Earnings"** -The average gross Air Canada earnings during the three full block months or **12** block months, whichever is the greater, immediately preceding the month in which disability commenced, not exceeding:
  - i. **\$19,500** per month effective on the date of ratification.
  - ii. **\$20,000** per month effective April **2, 2001**
  - iii. **\$20,500** per month effective April **2, 2002**
  - iv. **\$21,000** per month effective April **2, 2003**
- (b) The use of sick days as per Article **19.09.02** of the Agreement to increase the benefit level may not be **utilized** by a pilot to exceed **100%** of "monthly earnings" as defined in **26.03.03.06(a)** above. Upon return to active employment, **an** adjustment to the number of sick days **utilized** may be required.
- (c) **"Revised Salary"** - **If there is a revised** salary schedule or collective agreement which is retroactive to a date prior to the last day entitled to pay there will be an adjustment to the benefits payable.
- (d) **"Vacation Clearance and/or Return to Payroll"** - **Income** benefits will be suspended during any period the employee is returned to the payroll at the full pay of his regular job or due to vacation clearance by form **ACF801** (see Publication **707**, Chapter **3**, Section **4**), regardless of the continuing disability.

**NOTE:** Should suspension of income benefits occur during the first year benefit period, the first year level of income benefits will be extended by a corresponding period.

**.07 Indexation of Benefits**

**Effective Date** - The following escalated benefits will become payable to eligible claimants in Canada as of January **1, 1990**.

**Eligible Claimants** - Employees who are classified by the Company as "disabled or totally disabled".

**Basis of Calculation** - **On January 1 of each year a pilot's GDIP** benefit will be indexed by applying **fifty** percent (**50%**) of the change in the **CPI** for the period November to October in the immediately preceding respective two (**2**) years.

The **indexation** benefit will be limited to a maximum increase of five percent **(5%)**.

The applicable adjustment to benefits will be made effective with the first benefit payment issued on or after January **1** of each year.

Pilots who are on **GDIP** benefits less than one **(1)** year as of January 1 will have their **CPI** increase prorated.

**.08** Termination of Benefits-All benefits will cease for all employees upon attainment of age **60**.

**.09** Waiver of Premiums For Other Plans

While an employee is in receipt of benefits under the plan:

- (a) Contributions are waived and allowable service continues in the Air Canada Pension Plan.
- (b) The employee is entitled to full coverage under the Group Life, Dental and Supplementary Health Insurance Plans, and the Basic Accidental Death, Dismemberment and Loss of Use **(AD&D/LU)** Insurance Plan without cost to him.

**NOTE:** When employed in Air Canada in either an alternative job or **part-time** in a regular job, normal payroll deductions will be made for:

- i) Group insurances, as applicable; and
- ii) Pension if the salary in the alternative job exceeds that received in his regular job.

#### **26.03.04 CLAIMS PROCEDURE**

**.01** Action By The Employee - The employee will:

- (a) Notify his immediate supervisor of the expected duration of his absence on the first day of his disability.
- (b) If absence is likely to last more than thirty **(30)** days, obtain the "Confidential Statement of Claim" **(ACF863A)**, the "Attending Physician's Statement" **(M543)** and the **pre-addressed** blue-cornered envelope **(ACF851G)** from the base Personnel Services **office**.
- (c) Complete Part **1** of the "Confidential Statement of Claim" form and return it to his Flight Supervisor or to Personnel Services who will complete **Part 2**.
- (d) Once Part 1 and Part 2 are completed, have the Physician complete the "Attending Physician's Statement". If declared "medically unfit to fly" and removed from flight duties, the "Attending Physician's Statement" should be completed by the Company medical officer.  
NOTE: If there are any problems completing the claim form, contact the Flight Supervisor or a Personnel Services representative **for assistance**.

NOTE: In some cases, to enable payment (or continuation of payment) of benefits, Great-West Life may ask for additional information from the attending physician. It is recommended that the physician be requested to provide the required information as

soon as possible in order to avoid any undue delay in the adjudication of the claim.

#### **.02 Assessment of Claims**

A medical decision will be made to determine whether it is a case of "Total Disability" or "Disabled" as defined (see Article **26.03.02.03**).

- (a) It is not necessary for an employee to be confined to his home in order to be considered "totally disabled"; however, to be eligible for benefits, the employee must be continuously disabled and under the continuous care of a physician legally licensed to practice medicine.
- (b) The assessment of disability will be based on reports of the employee, the employer and the attending physician. Consideration will be given to the employee's ability to perform alternative work and the appropriateness of such work for the employee involved.
- (c) Prior to the end of the first year of disability, the Underwriters will assess the degree of the employee's disablement to determine whether the employee is disabled or totally disabled as defined under the plan. The results of such assessment will be forwarded to the Corporate & Human Resources Branch, the **Advisory** Committee and to Payrolls.

#### **.03 Follow-Up Information**

- (a) Follow-up medical reports will be required by the Underwriter from time to time while benefits are being paid. These follow-up reports will be requested at varying intervals depending on the nature of the disability.
- (b) While it is the responsibility of the Underwriters to conduct the normal follow-up on disabled employees, Air Canada may require an investigation be made of a particular case where doubt exists as to the validity of the employee's disability or the duration of the period of disablement. When circumstances suggest a special investigation is required, refer the situation to the Corporate & Human Resources Branch, Montreal, as quickly as possible, with full particulars, for further handling with the Underwriters, the Medical Board and/or the Advisory Committee, as applicable. (It may be necessary to withhold further income benefits until the results of the investigation are known.)

#### **.04 Disputed Claims**

- (a) Should the employee be dissatisfied with the assessment, he may lodge an appeal through his representatives on the Advisory Committee for **reconsideration**. (See Article **26.03.05** for role of the Advisory Committee).
- (b) Where an assessment is in dispute, a three (**3**) man medical board will be established and the findings of this board will be considered as final.

**26.03.05**      **Disability Income Plan Advisory Committee**

- (a)      A committee known as the Disability Income Plan Advisory Committee **will be formed**. This Committee will consist of three **(3)** members appointed by the Association and three **(3)** members appointed by Air Canada. This Committee will adjudicate all disputed claims. To permit the Committee to perform its function, all pertinent and requested information, other than information considered confidential between the claimant and the attending physician, will be provided to the Committee.

The Committee will be informed in all cases where it is the intention of the insurer to terminate a pilot's benefit (other than for termination of normal "schedule" benefits) and shall by majority vote have the authority to extend the period of coverage when in their opinion such extension would contribute to the claimant's ability to return to active status. The duration of any such extension shall also be subject to the agreement of a majority of the Advisory Committee.

- (b)      It would be difficult, indeed unwise, to **attempt** to establish rules and procedures that will apply in each and every case. Guidelines have been provided that should apply in most circumstances. In arriving at its conclusions, the Advisory Committee should be guided by common sense and the purpose of the Plan.
- (c)      Any dispute arising out of the application or interpretation of the Disability Income Plan not resolved by a majority vote of the Committee shall be settled by arbitration in accordance with Article **30** of the currently effective employment agreement between the Parties except when the dispute is one regarding a medical opinion, a Board shall be established.

**26.03.06**      **MEDICAL BOARD-SELECTION AND DUTIES**

- (a)      Where a medical assessment is in dispute a three **(3)** man medical board will be established as follows:
- i)      One Medical Examiner as appointed by Air Canada.
  - ii)     One Medical Examiner selected by claimant.
  - iii)    The Examiners in **(i)** and **(ii)** above to agree upon and appoint a third qualified and disinterested Medical Examiner, preferably a specialist in the related field.
- (b)      The findings of this Board will be considered as final

**26.03.07**      **CORRESPONDENCE ABOUT THE PLAN**

**.01**      **Who To Contact**

- (a)      Inquiries about payments, completion of forms, income benefits, individual claims, etc.:
- i)      Base Personnel Services Representative
  - ii)     Flight Supervisor
  - iii)    Employee Benefits Office
- Human Resources - Air Canada  
**Dorval 265**
- (b) Other inquiries:
- i)      Representatives of **ACPA**

## **26.04 AIR CANADA PILOT PENSION PLAN**

### **.01 Introduction**

A separate pension plan and trust fund have been established as at January **1, 1998** for pilots. These are called respectively the Air Canada Pension Plan - Pilots and the Air Canada Pension Trust Fund - Pilots. The rules of the new pension plan are contained in the plan text of the Air Canada Pension Plan - Pilots.

The Company has co-mingled the assets of the two plans (Air Canada Pension Plan and Air Canada Pension Plan - Pilots) for investment purposes in the Air Canada Pension Master Trust Fund. **ACPA's** actuaries shall have access to all pertinent information pursuant to the Air Canada Pension Plan - Pilots.

The Air Canada Pension Plan - Pilots shall be administered by a committee (\*Committee\*) comprised of equal numbers of **ACPA** and Company appointees.

Any costs normally borne by the Air Canada Pension Master Trust Fund are automatically charged on a proportionate basis to the participating funds; however, specific pilot plan costs that are incurred will be charged to the pilot plan.

### **.02 Review of plan amendments**

Air Canada shall undertake to amend the text of the Air Canada Pension Plan-Pilots to incorporate amendments to such plan text which are required by **Article 26.04**. The amended text will be submitted to **ACPA** for approval. Thereafter the plan text will not be changed unless required by law or agreed to by the parties. Amendments which are required by any law which applies to the Air Canada Pension Plan - Pilots can be made unilaterally by Air Canada.

Unless required by any law that applies to the Air Canada Pension Plan -Pilots, the Company shall not, without the consent of **ACPA**;

- (a) divide or merge the plan or the trust fund;
- (b) transfer into the plan, liabilities for pension benefits from another registered or non-registered pension plan or arrangement, except in respect of newly employed plan members in accordance with a reciprocal transfer agreement with an arms length plan or in respect of employees who become members of the Air Canada Pension Plan - Pilots due to a change in job positions; or
- (c) transfer assets from the trust fund to another registered or non-registered pension plan or arrangement sponsored by the Company or any other entity, except in respect of members whose employment with the Company has terminated or in respect of employees who cease to be members of the Air Canada Pension Plan - Pilots due to a change in job positions.

### **.03 Maximum Pension Units**

Effective January **1, 1990**, a pilot who retires in accordance with the rules of the Air Canada Pension Plan - Pilots (the Air Canada Pension Plan for those who retired prior to January **1, 1998**) shall be entitled to a total pension calculated and payable in accordance with such rules, with the exception of the maximum pension defined in such rules which, instead of **\$1,722.22** multiplied by the pilot's years of allowable service, shall be equal to new amounts (\*maximum pension unit\*) multiplied by the pilot's years of allowable service. The maximum pension unit varies with the year of retirement as follows:

# MAXIMUM PENSION UNIT

Year of retirement	For years of allowable service before	For years of allowable service after
	01-01-1990	01-01-1990
1990	\$1,784	\$2,277
1991	\$1,855	\$2,368
1992	\$1,929	\$2,463
1993	\$2,006	\$2,561
1994	\$2,087	\$2,664
1995	\$2,170	\$2,771
1996	\$2,257	\$2,881
1997	\$2,348	\$2,996
1998	\$2,441	\$3,116
1999	\$2,539	\$3,241
2000	\$2,641	\$3,370
2001	\$2,747	\$3,505
2002	\$2,857	\$3,645
2003	\$2,971	\$3,791
2004	\$3,090	\$3,942
2005	\$3,213	\$4,100
2006 and after	\$3,342	\$4,264

The pension and the maximum pension shall be calculated separately for allowable service before and after January **1, 1990**. For members retiring with **35** years of allowable service, the calculation shall be made using the years in respect of which the member has contributed to the pension plan.

The portion of the pension which cannot be payable from the Air Canada Pension Plan - Pilots due to the limits imposed by the Income Tax Act and Regulations (hereinafter called "supplementary pension") shall be payable from the Company's general revenues or the RCA under Section **26.04.10**. The supplementary pension shall be payable in the same form as the pension payable under the Air Canada Pension Plan - Pilots.

In the event a pilot terminates service, Article **26.04.03** shall not apply and the maximum pension unit shall therefore remain at **\$1,722.22** in respect of such pilot.

In the event a pilot dies before pension commences and before having completed fifteen **(15)** years of qualifying service, Article **26.04.03** shall not apply and the maximum pension unit shall therefore remain at **\$1,722.22** in respect of such pilot.

## **.04 Members contributions**

A member shall not be required to contribute in each calendar year an amount which exceeds a maximum annual contribution determined as three times the maximum pension unit in respect of allowable service after January **1, 1990** applicable for the given calendar year.

For the final year of contribution, the maximum contribution shall be equal to the maximum annual contribution multiplied by the number of months of allowable service **recognized** during the **final** year over twelve **(12)**.

**.05 Surviving Spouse's pension**

In the event a pilot dies before pension commences but after having completed at least **fifteen (15)** years of qualifying service, the benefits payable to the surviving spouse, if any, shall be the greater of the death benefits payable from the Air Canada Pension Plan - Pilots and an annual lifetime pension equal to **50%** of the accrued pension calculated as per Article **26.04.03** above.

**.06 Automatic indexation until January 1, 2006**

- .01** Effective on each adjustment date, the monthly instalment payable as of December **1st** immediately preceding such adjustment date, to any pensioner and to any surviving spouse, including the supplementary pension, shall be increased:
- .01** by the applicable adjustment rate in case of a disability pensioner or in the case of a surviving spouse; or
  - .02** by the applicable adjustment rate if the pension commenced at least one year prior to the applicable adjustment date, provided that the pensioner has attained **60** years of age prior to such adjustment date; or
  - .03** by **1/12th** of the applicable adjustment rate for each month prior to the applicable adjustment date, if it commenced within one year prior to such adjustment date, provided that the pensioner had attained **60** years of age prior to such adjustment date.
- .02** **.01** For the purposes of Article **26.04.06** "adjustment date" means January **1, 1999, January 1, 2000, January 1, 2001, January 1, 2002, January 1, 2003, January 1, 2004, January 1, 2005** and **January 1, 2006**, as applicable.
- .02** For the purposes of Article **26.04.06** "adjustment rate", applicable as of an adjustment date, means **fifty percent (50%)** of the first six percent (**6%**) increase in the ratio of the Pension Index as of January 1 of the given calendar year over the Pension Index as of January 1 of the previous calendar year.
- .03** The Pension Index as of January 1 of a year is the average for the **12-month** period ending October **31** of the previous year, of the Consumer Price Index for each month in that **12-month** period,
- .04** The Consumer Price Index for a month shall be as published by Statistics Canada.

**.07 Use of ancillary benefits for funding of a portion of the supplementary pension**

Effective January 1, **1998**, Air Canada has amended the new Air Canada Pension Plan - Pilots so as to increase the portion of a pilot's total pension which is payable from the Air Canada Pension Plan - Pilots. The following ancillary benefits have been added for that purpose alone:

- .01 Bridge benefit- (As described in Section 6 of the Plan Text)**
- .01** A pilot who retires **after** having completed **25** years of qualifying service or whose age plus qualifying service upon retirement adds up to **80** years or more, will qualify for a bridge benefit.

**.02** The amount of monthly bridge benefit shall be equal to:

the maximum monthly pension payable under the Canada Pension Plan to a person retiring at age **65** in the year of retirement of the pilot

multiplied by

the ratio of allowable service over **35**

**.03** The bridge benefit will be payable from the pilots retirement date and will cease with the payment due on the **first** of the month the pilot reaches age **65**, or the first of the month preceding the pilots date of death, if earlier. In the case where the pilot dies before age **65**, **50%** of the bridge benefit shall automatically continue to be payable to the pilot's spouse, if there is one, until the first of the month during which the pilot would have reached age **65**, or the first of the month preceding the spouse's date of death, if earlier.

**.02 Indexation -(As described in Section 6 and in Section 17 of the Plan Text)**

**.01** Effective January **1, 1998** and each January 1 thereafter up to and including January **1, 2006**, the pension in payment under the Air Canada Pension Plan - Pilots to a pilot who has retired before such date or to a survivor, shall be indexed by an **indexation** rate as defined hereinafter.

**.02** The **indexation** rate applicable on January **1** of a given year shall be equal to the first **3%** Increase in the ratio of the Pension Index as of January 1 of the given calendar year over the Pension Index **as** of January 1 of the previous calendar year, where the Pension Index is as defined in Article **26.04.06** above.

The **indexation** provided under Article **26.04.07.02** shall include any adjustments to pensions in payment payable under the Air Canada Pension Plan - Pilots, either as described in Article **26.04.06** of this Agreement or as provided as at January **1, 1998** under the terms of the Air **Canada** Pension Plan - Pilots.

Effective January **1, 2000**, Air Canada agrees to amend the Air Canada Pension Plan - Pilots so as to extend the **indexation** provided for in Article **26.04.07.02.01** above from January **1, 2002 (expiry** date applicable before current collective agreement) to January **1, 2006**.

The sole purpose of the bridge benefit and the **indexation** described herein above is to increase the portion of a pilot's total pension which is payable from the Air Canada Pension Plan - Pilots. In no event shall the ancillary benefits provided result in benefits in excess of those which would otherwise be payable if this Article **26.04.07** was not applicable. Therefore, an additional pension, if any, payable from the Air Canada Pension Plan - Pilots as a result of the above bridge benefit and **indexation** will result in a decrease, dollar for dollar, of the amount which would otherwise be payable as a supplementary pension from the Company's general revenues.

**.08 Higher pension to age 65 option**

The addition of a bridge **benefit** under the Air Canada Pension Plan - Pilots, in order to pay a portion of the supplementary pension from the registered plan, shall not prevent a pilot of electing the higher pension to age **65** option. Any amount of additional pension prior to age **65** which cannot be paid from the Air Canada Pension Plan - Pilots due to limits imposed by the Income Tax Act and Regulations will be paid as a supplementary pension with a corresponding actuarial reduction in the pension from age **65**.



**.09 Pension Plan Surplus on Termination**

- .01** Subject to any required approval by the Office of the Superintendent of Financial Institutions, the Air Canada Pension Plan -Pilots shall be amended to provide that, in case of termination of the plan, no part of the assets of the plan shall revert to the benefit of the Company until the Superintendent's consent has been obtained and:
- (a)** provision has been made for the payment to Members and Former Members and their Spouses, Beneficiaries or estates of all accrued or payable benefits in respect of membership up to the date of the termination and, for that purpose, such benefits shall be treated as vested without regard to conditions as to age, period of membership in the plan or period of employment; and
  - (b)** provision has been made for distribution of surplus to Members, Former Members and Spouses in accordance with section **18.5** of the plan, such distribution to be made by applying the surplus, up to the sum of the actuarial present value of the excess, if any, of the entitlement under Article **26.04.03** at the date of Plan **termination** of each Member, Former Member, and Surviving Spouse, over his or her entitlement under the Plan (his or her 'excess commuted value'), to each such individual in the same proportion that his or her excess commuted value bears to the sum of all such excess commuted values.
- .02** In the event the superintendent or other regulatory authority does not approve any payment of benefits or distribution of surplus to members, such payments or distributions shall be made in another form acceptable to the Air Canada Pilots Association,
- .03** Air Canada agrees that any required representation by the Company to Canada Customs and Revenue Agency or the Office of the Superintendent of Financial Institutions with respect to the Plan text amendments agreed to on September **1, 2000** will be made jointly with **ACPA**.
- .04** The purpose of this provision is to secure the supplementary pension described in Article **26.04.03** in the event of a plan windup and under no circumstances is it intended to provide for any increase in benefits.

**.10 Use of Retirement Compensation Arrangement to Secure Pension Benefits**

- .01** Effective April **2, 2000**, pilot contributions to the Air Canada Pension Trust Fund – Pilots will be limited to **1.5** times the **"post-1989" MPUs of that year**. Pilot contributions between this amount and an amount equal to 3 times the **"post-1989" MPUs** (\*Pilot RCA Contribution\*) will be deposited into a Retirement Compensation Arrangement fund (\*RCA Plan\*) to be established and administered by Air Canada.
- .02** For each pilot, Air Canada will contribute to the RCA an amount equal to the Pilot RCA Contribution (\*Basic Company Contribution\*).
- For pilots covered by Article **26.03 – Group Disability Income Plan - Pilots**, the Basic Company Contribution shall be calculated in the same manner as for active pilots based upon the deemed earnings used to determine the Average Annual Compensation for pension calculation purposes.

For pilots who have accrued or will accrue **35** years of service before Normal Retirement Age, Air Canada shall continue to make the "Basic Company Contribution" to their account in the RCA Plan. These contributions shall continue from when the member accrues **35** years of allowable service until their retirement date.

- .03** Each pilot will have an individual account under the RCA which will comprise the Pilots RCA Contributions, the Basic Company Contribution, investment earnings thereon, distributions as set out in Article **26.04.10.04.05** and **26.04.10.05** and the applicable refundable tax credits.
- .04** If a pilot retires from employment with eligibility to benefits payable from the Supplementary Plan, the individual account of this pilot will be used to pay the supplementary pension that otherwise would have been paid by Air Canada, in the following manner:
- .01** The pilot will elect the date at which payments from the RCA will start. Payments shall start no later than age seventy-five **(75)**.
- .02** Payments will be made over a period of **10** years: **1/10** of the account in the first year of payment, **1/9** in the second year and so on until the **10th** year, provided that in no event shall such payment exceed the supplementary pension.
- .03** In the event the RCA is not depleted at the end of the **10th** year, any residual amount in the RCA shall be used to pay the supplementary pension until the RCA has been depleted.
- .04** Supplementary pensions payable from Air Canada to the pilot will be reduced by **\$1** for each **\$1** received from the RCA.
- .05** In cases where the pensioner and his survivor die before the pilot's RCA payments have been depleted, the balance of the account will be distributed proportionally between the other RCA members' accounts. This calculation and distribution will be allocated at the end of each calendar year.
- .05** If a pilot terminates employment without eligibility for supplementary pension benefits, the pilot will receive a refund of the contributions made by the pilot to the RCA with the investment earnings credited thereon. The balance of the pilot's RCA account will be distributed proportionally among the other RCA members' accounts at the end of the calendar year.
- .06** The RCA will be administered by Air Canada. Investments under the RCA will be administered by a committee comprised of equal numbers of **ACPA** and Air Canada appointees. The parties agree to meet to do all necessary work to establish the operation of the RCA Plan by January **1, 2001**. Expenses associated with the set up of the RCA shall be borne by Air Canada. Ongoing administration costs of the RCA Plan will be assumed by the RCA Plan.
- .07** In the event that an actuarial valuation of the Supplemental Plan for RCA members reveals that the assets exceed the solvency liabilities, then, such excess may be used to eliminate both the Air Canada and Pilots contributions **for** the period corresponding to such excess.

For this purpose, the assets shall include, in addition to the RCA assets and applicable refundable tax, a portion of the solvency surplus determined on a valuation of the Air Canada Pension Plan – Pilots, as at the same valuation date. Such portion shall be determined by the ratio of solvency liabilities in the Air

Canada Pension Plan- Pilots in respect of the RCA members to the total solvency liabilities in the such plan.

The present value of the supplementary pensions shall be determined using the same assumptions and methods as those used for the solvency valuation of the Air Canada Pension Plan-Pilots on the same date except that an adjustment to the discount rate shall be made for tax purposes.

**.08 In the event that the RCA is wound-up**

**.01** a pilot who does not satisfy the eligibility criteria for a supplementary pension shall receive a refund of the contributions made by the pilot to the RCA with the investment earnings credited thereon. The balance of the pilot's RCA account shall be allocated proportionally among the accounts of those pilots who do satisfy the eligibility criteria for a supplementary pension.

**.02** a pilot who does satisfy the eligibility criteria for a supplementary pension shall have that supplementary pension provided, to the extent possible,

**(a)** firstly by any additional benefits payable to the pilot as a result of the termination of the Air Canada Pension Plan – Pilots, and

**(b)** secondly by his individual RCA account,

**.03** If the combination of any additional benefits payable as a result of the termination of the Air Canada Pension Plan – Pilots and his individual RCA account is more than sufficient to provide for his supplementary pension, the excess in his RCA account over the amount needed to provide the supplementary pension, shall be allocated proportionately to the accounts of those pilots whose supplementary pensions are not fully funded by **.02** above, to the extent necessary to fund their supplementary pensions.

**.04** If any assets remain in the RCA, they shall then be used to fund the supplementary pensions of those members who retired prior to April **2, 2000** with an entitlement to a supplementary pension and their survivors, and after taking into account any additional benefits payable to the members as a result of the termination of the Air Canada Pension Plan- Pilots, until all those members are fully funded.

**.05** If, after this process, there remains any assets in the RCA, those assets shall revert to the Company.

**.09** Within one month of the ratification of the collective agreement, Air Canada shall make a special contribution of **\$11,500,000** to the RCA. On April **2, 2001** and April **2, 2002**, Air Canada shall make further special contributions of **\$11,500,000** each to the RCA. These **special** contributions shall be allocated among the individual accounts of all active and disabled pilots who, on April **2, 2000**, were within ten **(10)** years of their Normal Retirement Date. This allocation shall be made in the following manner:

**.01** The individual account of the pilot shall be credited with an amount equal to the allocation factor, multiplied by:

**(i)** the pilot's year **2000** Compensation which is in excess of **\$93,650** without exceeding **\$177,900**, multiplied by:

- ii) the difference between **10** and the years and completed months (expressed in twelfths of a year) by which April **2, 2000** precedes his or her Normal Retirement Date.
- .02** The Compensation used shall be as defined in the Air Canada Pension Plan -Pilots. For pilots covered by Article **26.03**, Group Disability Income Plan - Pilots, the year **2000** deemed earnings used to determine the Average Annual Compensation for pension calculation purposes shall be used. For pilots retiring between April **2, 2000** and January **1, 2001**, the actual Compensation until retirement shall be **annualized**.
- .03** The allocation factor shall be established in such a way that the special contribution will be fully allocated among active and disabled pilots who, on April **2, 2000**, have attained age **50**. The allocation factor is estimated at approximately **5.8%**.
- .10** This agreement is effective from April **2, 2000** and is based on the current Income Tax Act and regulations in effect on the date of signing of this agreement. In the event that changes to the Income Tax Act and/or its regulations would change the amount of pension that can be paid from a registered pension plan, **and/or** the members' contributions that can be paid to a registered pension plan, and/or the rules applying to retirement compensation arrangements, the RCA Plan may be amended. Any amendment to the RCA Plan resulting from any legislative or regulatory change shall be made by mutual agreement.
- .11 Top-Up of Benefits on Grounded Retirement**  

A pilot who exhausts benefits under the **GDIP** Plan and does not qualify for Disability Retirement, but elects, **after** ratification of the collective agreement, Grounded Retirement under Section **5.4** of the Air Canada Pension Plan - Pilots shall receive a monthly amount payable from the Company's general revenues equal to the Disability Retirement Pension the pilot would have received had the pilot retired with a Disability Retirement Pension less the Grounded Retirement Pension payable.

Pilots who are currently receiving or have received benefits under the Grounded Retirement provisions of the Air Canada Pension Plan -Pilots and are shown on the **attached** letter shall be paid the difference between what they would have received had they been entitled to a Disability Pension based on their earnings and service at the time their **GDIP** benefits were exhausted, and what they received or are receiving under Grounded Retirement benefits.

#### **26.05 Company Insurances**

All Air Canada insurances will be in effect while on Air Canada business in areas of both declared and undeclared wars.

**ARTICLE 27 -THE INVESTIGATION OF ACCIDENTS OR INCIDENTS RELATED TO THE OPERATION OF AN AIRCRAFT and FLIGHT SAFETY PROGRAM – USAGE OF AIRCRAFT ELECTRONIC RECORDING & REPORTING DEVICES and FLIGHT OPERATIONS QUALITY ASSURANCE PROGRAM (FOQA)**

**27.01** Where a pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigation into the accident or incident undertaken by the Company, Transport Canada or the Canadian Transportation Accident Investigation and Safety Board, or any of them.

**NOTE:** Where held out of service, the pilot and the Association will be so notified in writing within seven (7) days along with the reasons therefore.

**27.02** Where the investigation is undertaken by the Company, the officers involved shall make every attempt to issue a final report within three (3) months,

**NOTE:** Both the pilot involved and the Association will be given the opportunity to participate fully in the investigation, will be informed on a regular basis on the course of such investigation and will be provided with a copy of any interim or final reports resulting therefrom.

**27.03** While pursuant to Article 27.01 a pilot is held out of service pending the outcome of an investigation, he shall be paid for the flights in his block as if they had been flown according to schedule (regular salary in the case of a pilot on flat salary), and shall be credited with such flying time for the purpose of flight time limitations. A pilot not holding a block selection shall be paid and flight time limited the daily average of his flying pay during the previous three (3) block months exclusive of leave of absence without pay. All such pay shall be adjusted to include negotiated pay increases and any incremental pay increases.

**27.04** Where disciplinary or discharge action is considered following the issuance of an accident investigation report, satisfactory to the Company, the provisions of Article 29 shall be applied from such date of issue.

**27.05** Prior to any form of investigation or interrogation by the Company following an accident or incident, the pilots shall make themselves available and shall be afforded a medical examination and the results shall be made available to the Company and pilots.

**27.06** In cases involving aircraft accidents, pilots will not be required to commit themselves orally or in writing to officials of the Company for a period of twenty-four hours following the accident unless they have the opportunity to be represented by ACPA.

**27.07** Throughout this procedure the pilot involved and/or his designated Association representative(s) may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.

**27.08 Representation During Accident Investigation**

During accident investigation, the pilot or his duly accredited representative or representatives shall have access to any information that may affect the pilots status. An Association representative shall be part of the Company investigation team.

**27.09 Flight Safety Program -Aircraft Electronic Recording & Reporting Devices**

- .01 The parties agree that the use of electronically recorded flight data can be used to enhance flight **safety**, provide relevant and accurate information to assist in accident/incident investigation, as well as to provide economic savings through preventative maintenance and enhancements to Standard Operating Procedures (SOPS).
- .02 It is agreed that no electronic recording and reporting devices of any kind, and no recorded data obtained or derived from the Cockpit Voice Recorders (**CVR**), Flight Operations Quality Assurance Programmes (**FOQA**), **ACARS**, Video Recorders, Quick Access Recorders (**QARs**) or any Flight Safety Program will be employed to monitor, nor to electronically check, the **judgement** and/or ability of any individual pilot. This does not preclude the use of de-identified information in the interest of flight safety, maintenance integrity programs or aircraft manufacturer assessment programs in a manner mutually agreeable to the Company and the Association.
- .03 No information or data derived, developed or obtained from or as a result of a Flight Safety Program utilising Aircraft Electronic Recording and Reporting Devices will be used by the Company, the Pilots, or the Association in any civil, administrative, penal, criminal, disciplinary, discharge or termination action or proceeding of any kind. Nor shall any data or information obtained as a result of knowledge derived from **a** Flight Safety Program utilising Aircraft Electronic Recording and Reporting Devices be used, nor permission granted for use, as the basis of, or in justification of any such civil, administrative, penal, criminal, discipline, discharge or termination action or proceeding of any kind.
- .04 The Company **agrees** to make available to the Association, upon request by the **MEC** Chairman, reasonable pertinent stored data relevant to the Association's interest in flight safety. No data obtained or derived from a Flight Safety Program identifying a pilot or crew shall be released without the permission of all persons so identified.
- .05 It is agreed that no recording devices, for Flight Safety or maintenance purposes not **utilized** in the Company's aircraft, will be installed without mutual agreement of the Company and the Association.
- .06 The parties agree that the following procedures will apply in order to ensure a mutually satisfactory usage of information from any Flight Safety Program utilising Aircraft Electronic Recording and Reporting Devices. These procedures are subject to the obligations of the parties to comply with government regulations.
- .07 Cockpit Voice Recorders will only be used under **a** Flight Safety Program as mutually agreed by the Company and the Association.
- .08 The Company will ensure that Cockpit Voice Recorders will have an operable means of erasure at the termination of flight.
- .09 Prior to usage for maintenance purposes, the Cockpit Voice Recorder tape will be completely erased.
- .10 The Company shall use its best efforts to ensure the security of Cockpit Voice Recording equipment against **unauthorized** removal and/or playback.

- .11 When Cockpit Voice Recorder data is retrieved by the Company under the program for other than maintenance purposes, or any other mutually agreed safety programs, both the Captain and the Association will be notified.
- 27.10 Flight Operations Quality Assurance (FOQA)**
- .01 It is agreed that programs to read routinely recorded data, for Flight Operations Quality Assurance Program (**FOQA**) or maintenance purposes, will not be introduced, without mutual agreement of the Company and the Association,
- .02 The design, implementation and operation of any Flight Operations Quality Assurance Program shall be by mutual agreement between the Company and **ACPA**. A joint Company and **ACPA FOQA** Monitoring Committee will oversee the **FOQA** program and establish necessary policies and procedures as required.
- .03 The design, implementation and operation of any Flight Operations Quality Assurance Program shall ensure that any data obtained or derived from the **FOQA** program will be de-identified in such a manner to guarantee that the identity of any pilot will not be known to anyone, except to a specified **ACPA** representative who, under the terms of a **FOQA** program, may determine the identity of the pilot in the pursuit of enhancing flight safety.
- .04 It is agreed that any data obtained or derived from a Flight Operations Quality Assurance Program shall be kept or stored only in an aggregate (combined) form. Raw, flight-specific data shall not be shared with a third party and will be destroyed after being added to the aggregate record.
- .05 It is agreed that data obtained or derived from a **FOQA** program will not be employed by Air Canada to monitor, nor to electronically check the **judgement** and/or the ability of individual pilots.
- .06 It is agreed that fuel burn or any other data derived from **DataPlus (ACARS)** will not be employed to monitor, nor to electronically check the **judgement** and/or the ability of individual pilots. Any use of Data plus information for the purpose of fuel management shall **utilize** methods that are mutually agreed by the Company and the Association.

**ARTICLE – 28 GRIEVANCE PROCEDURE – GENERAL**

- 28.01** .01 It is the desire of the parties to this Agreement that local complaints or grievances be settled as promptly as possible.
- .02 Appeals from disciplinary or discharge action are excluded from the provisions of this Article and will be handled in accordance with Article 29.
- 28.02** .01 Grievances under this Article may be initiated by any pilot (group of pilots) who considers himself aggrieved, with the concurrence of the Association.
- .02 Grievances of a general nature may be initiated by the Association at the appropriate step depending on the nature and scope of such grievance.
- .03 Grievances may be initiated by the Association on behalf of any pilot or group of pilots.
- 28.03** .01 Any pilot (group of pilots) who considers himself aggrieved, may, after first attempting to obtain a satisfactory settlement with his immediate supervisor, appeal through the following steps in writing outlining both the nature of the grievance and the facts involved, provided the grievance is **filed** within thirty **(30)** calendar days after the pilot(s) reasonably would have knowledge of the occurrence of the facts giving rise to the grievance. It is not intended that this limitation will preclude claims arising out of bookkeeping or clerical errors.
- Step 1 • A Chief Pilot or an appropriate designated representative from Flight Operations.
- Step 2 • The Chief Executive Officer or his designated representatives.
- NOTE:** Steps 1 and 2 above may be combined into a single step by mutual consent.
- .02 The foregoing notice requirements shall not be interpreted so as to restrict consideration of all relevant issues.
- 28.04** Throughout this procedure, the pilot or pilots involved shall be represented by the Association.
- 28.05** Where the procedures outlined in Article 28.03 have been exhausted, the Association may initiate the arbitration procedure in accordance with Article 30 within thirty **(30)** days of receipt of the final Company decision provided the grievance involves the interpretation, application, or alleged violation of the provisions of this Agreement.
- 28.06** .01 The following shall apply at all steps of the grievance procedure specified in Article 28.03.
- .01 A hearing shall be held within ten **(10)** calendar days of receipt by the Company of a written notice of grievance.



.02 Appeals must be lodged in writing within ten **(10)** calendar days of receipt of any decision.

.03 All decisions shall be rendered within ten **(10)** calendar days of the hearing and shall be communicated in writing to the parties concerned including, in all cases, the Association.

.02 The time limits specified above may be extended by mutual agreement in writing.

.03 Any decision not appealed within the relevant time limits shall be final and binding on the parties concerned.

**28.07** All employee witnesses called by the Association shall be granted time off subject to the requirements of the service and shall be provided with space available transportation to and from the hearing.

**28.08** Throughout this procedure, the pilot involved and/or his designated Association representative may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.

**NOTE:** If requested, the Company shall provide the pilot with two **(2)** copies of all documents relative to such grievance in his file.

ARTICLE 29 – GRIEVANCE PROCEDURE – DISCIPLINE OR DISCHARGE

- 29.01** Where disciplinary or discharge action is contemplated, the pilot involved may, where necessary, be held out of service pending investigation for up to seven (7) calendar days in order to provide local management with sufficient time to investigate and consider all factors involved.
- 29.02** In cases where disciplinary or discharge action is considered, the principle that the passage of time is a significant mitigating factor should be given substantial weight when reference is made to the past record of the pilot involved.
- 29.03**
- .01 Where disciplinary action is taken, the pilot and the Association will be notified in writing along with the reasons for such decision and informed of his right to appeal.
- .02 Where discharge action is considered, the pilot shall be suspended pending discharge, notified along with the Association of the reasons for such decision in writing and informed of his right to appeal.
- 29.04** The provisions of this Article do not apply to pilots during the entire probationary period where questions of flying qualifications are involved.
- 29.05** A pilot who has been disciplined or suspended pending discharge and who considers himself unjustly dealt with may appeal through the following steps in writing provided that the initial appeal grieving the Company's action is lodged in writing within thirty (30) calendar days after receipt of notification of discipline or discharge:
- Step 1 -A Chief Pilot or an appropriate designated representative from Flight Operations.
- Step 2 -The Chief Executive Officer or his designated representatives.
- NOTE:** Steps 1 and 2 above may be combined into a single step by mutual consent.
- 29.06** Throughout this procedure, the pilot or pilots involved shall be represented by the Association.
- 29.07** Where the procedures outlined in Article 29.05 have been exhausted, the Association may initiate the arbitration procedure in accordance with Article 30 within thirty (30) days of receipt of the final Company decision.
- 29.08**
- .01 The following shall apply et all steps specified in Article 29.05.
- .01 Appeals must be lodged in writing within ten (10) calendar days of receipt of any decision.
- .02 A hearing shall be held within ten (10) calendar days of receipt of notice of appeal.
- .03 All decisions shall be rendered within ten (10) calendar days of any hearing and shall be communicated in writing to the parties concerned, including in all cases the Association.

.02 Any decision not appealed within the relevant time limits shall be final and binding on the parties concerned.

**29.09** All employee witnesses called by the appellant shall be granted time off subject to the requirements of the service and shall be provided with space available transportation to and from the hearing.

**29.10** Throughout this procedure, the pilot involved and/or his designated Association representative may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.

**NOTE:** If requested, the Company shall provide the pilot with two **(2)** copies of all documents relative to the case in his file.

**29.11** If at any step of this procedure, including arbitration, the pilot is fully exonerated, his record shall be cleared of the charges against him, and he shall be reinstated without loss of seniority or pay.

## **ARTICLE 30 - ARBITRATION**

- 30.01** Board of Arbitration shall be established when required and shall consist of one **(1)** member appointed by the Association one **(1)** appointed by the Company and one **(1)** Chairman appointed by agreement between the appointees of the Association and the Company or failing such agreement, by the Minister of Labour at the request of either appointee.
- In the event that a member of the arbitration board resigns, dies or otherwise is unable to remain a member of the panel, the party who nominated him or, in the case of the Chairman, the other two nominees shall choose a replacement for him as soon as possible in the same manner as set out herein above.
- 30.02** .01 Each party must appoint its member to the Board within fifteen **(15)** days of receipt by the other party of a written submission to arbitration pursuant to Article **28.05** or **29.07**.
- .02 By mutual consent the parties may submit any matter to a single arbitrator for determination in accordance with the provisions of this Article.
- 30.03** .01 The Board shall have jurisdiction to consider any matter properly submitted to it under the terms of this Agreement.
- .02 The Board shall have no jurisdiction to alter, modify, amend or **make any** decision inconsistent with the terms of this Agreement.
- 30.04** .01 The Board shall establish its own procedure having due regard to the requirements of natural justice.
- .02 The Board shall make every effort to render a decision with the minimum delay and in no case more than three **(3)** months from the date of the final hearing.
- 30.05** The Board shall in the case of a grievance appeal have the authority to render any decision that it considers just and equitable.
- 30.06** .01 In the case of disciplinary or discharge appeals, the Board shall have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause.
- .02 In such disciplinary or discharge appeals, the Board may uphold the Company's final decision, fully exonerate and reinstate the appellant with pay for all time lost or render such other decision as it considers just and equitable.
- 30.07** .01 A majority decision shall constitute the decision of the Board; but, failing such majority, the decision of the Chairman shall govern.
- .02 A decision of the Board shall be final and binding on the Association, the appellant and the Company.

- 30.08** Throughout this procedure, the pilot involved and/or his designated Association representative may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.
- NOTE:** If requested, the Company shall provide the pilot with two **(2)** copies of all documents relative to the case in his file.
- 30.09** All employee witnesses called by the Board or the appellant shall be granted time off subject to the requirements of the service and shall be provided with space available transportation to and from the hearing.
- 30.10** .01 The expenses incurred by the Board shall be borne equally by each party.
- .02 Each party shall assume the expenses incurred by its own appointee.
- 30.11** The provisions of this Article shall not in any way limit restrict or abridge any rights or privileges accorded either party according to the law.
- 30.12** **Expedited Arbitration**
- .01 By mutual consent, the parties may submit any grievance to expedited arbitration in accordance with the provisions contained herein.
- .02 Within seven **(7)** days of written receipt of notice that the parties wish to have a grievance referred to expedited arbitration, they shall select an arbitrator from the list detailed in Appendix "A".
- If the parties are unable to agree on the selection of an arbitrator, selection shall be made through the process of elimination. The first party to strike a name from the panel will be selected by lot. Thereafter, the parties shall alternatively strike names until only one arbitrator remains, and that arbitrator shall be selected.
- If the arbitrator to be selected in accordance with the list is not available to hear the grievance within the time limits of **30.12.03**, the parties may select another available arbitrator using the aforementioned process.
- .03 Grievances referred to expedited arbitration shall be scheduled within one **(1)** month of selection of the arbitrator.
- .04 The parties shall agree to the location of the hearings. If no agreement is reached, the arbitrator shall set the location.
- .05 All presentations shall be short and concise and are to include an opening statement. The parties agree to make limited use of authorities during their presentations.
- .06 At any time prior to issuing a final decision, the arbitrator may assist the parties in mediating a resolution of the grievance. When mediation fails, or is not appropriate, a decision shall be issued as contemplated herein.
- .07 The decision of the arbitrator is to be completed and forwarded by registered mail and facsimile to the parties within ten **(10)** working days of the end of the hearing. The arbitrator may provide an oral decision at the conclusion of the hearing with written reasons to follow within ten **(10)** working days of the end of the hearing.

- .08 The parties shall equally share the cost of fees and expenses of the arbitrator.
- .09 The arbitrator shall have jurisdiction to assist the parties in mediating a resolution of the grievance or to render a decision that shall be binding on both parties. The arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of the agreement. In the case of a disciplinary hearing, the arbitrator may dispose of the matter in a manner that he deems just and equitable.
- .10 Any decision issued by an arbitrator under this provision is without prejudice and shall only have application to the particular grievance at issue. Such decision cannot be relied upon by either party in any other proceedings.
- .11 Both parties agree that no outside legal counsel will be retained to present grievances to expedite arbitration under this Article.
- .12 Within ninety **(90)** calendar days of ratification of this agreement, the parties will agree on the list of arbitrators outlined in Article **30.12.02**, through the selection of **five (5)** panel members by the Company and five **(5)** panel members by the Association and one **(1)** mutually agreed to member. Failing agreement on the "mutually agreed to" panel member, the member shall be selected by the Minister of Labour or his designate.
- .13 If one **(1)** or more of the arbitrators resigns or becomes incapable of performing his duties, or if either party, by notice in writing to the arbitrator and to the other party, terminates the services of the arbitrator, the party or parties having originally selected the resigning or terminated arbitrator will select a replacement forthwith.
- .14 All time limits outlined in this Article are subject to extension by mutual agreement of the parties.

## ARTICLE 31 - PHYSICAL EXAMINATION

- 31.01** Without his consent, a pilot shall not be required to submit to any Company physical examination in excess of periodic six **(6)** month or one **(1)** year examination required under government regulation for licence endorsement, unless it is apparent that his health or physical condition is impaired, in which case the pilot will be furnished a copy of the medical examination report. The physical standards required by the Company to be maintained for continued employment as a pilot shall be no more restrictive than those required by the Ministry of Transport at the time of the examination, including any waiver policy adopted by the Ministry.
- 31.02** Any pilot hereunder who failed to pass a Company physical examination may, at his option, have a review of his case in the following manner:
- .01** He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the Company's medical examiner.
  - .02** A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the findings of the Company's medical examiner, no further medical review of the case shall be afforded.
  - .03** In the event that the findings of the medical examiner chosen by the employee shall disagree with the findings of the Company's medical examiner, the Company will, at the written request of the employee, ask that the two **(2)** medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the employee.
- 31.03** The said disinterested medical examiner shall make a further examination of the pilot in question, and the case shall be settled on the basis of his findings.
- 31.04** The expense of employing the disinterested medical examiner shall be borne one-half **(1/2)** by the pilot and one-half **(1/2)** by the Company. Copies of each medical examiner's report shall be furnished to the Company and to the pilot.
- 31.05** It is specifically agreed that the findings of the medical examiners concerned herein shall be unbiased, and no exchange of medical opinions or history shall be made either in writing or verbally, until each medical examiner has examined the pilot concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.

ARTICLE 32 – FURLOUGH AND SEVERANCE

**32.01 Furloughing**

- .01 If there is a furlough, pilots shall be furloughed in reverse order of system seniority. Such furloughed pilots shall be recalled in order of their system seniority. New pilots may be hired only after all furloughed pilots have been recalled or have bypassed their recall notice.
- .02 The Company shall provide at least thirty **(30)** days **written** notice to a pilot prior to his being furloughed.
- .03 In the event of a furlough, affected pilots shall have:
  - .01 Their bank credits reconciled (paid out or paid back as the case may be);
  - .02 Any sick days will be carried forward to recall.
  - .03 By mutual agreement between the Company and Pilot vacation may be deferred, until furloughed and then paid at two hours, thirty-six minutes **(2:36)** per day, (one-half **(½)** day, one-half **(½)** night) or his daily average earnings of the best three **(3)** block months during the last twelve **(12)** months of active line service prior to the effective date of furlough, whichever is greater. A pilot who is furloughed shall also be provided with space available transportation for himself and dependent members of his family to any point in the system to the extent permitted by law.
  - .04 An opportunity to renew their Instrument Flight Rating prior to furlough. This includes pilots who currently hold a valid Instrument Flight Rating.
- .04 A pilot who is furloughed shall **file** his address with the **office** of the Vice President, Flight Operations or his delegate and shall thereafter promptly advise the Company of any change in address. A pilot shall not be entitled to preference in recall if he does not comply with this requirement.
- .05 A pilot offered recall shall be expected to respond within fourteen **(14)** days and to return to the service of the Company within thirty **(30)** days, or such longer period as may be mutually agreed upon, after notice has been received by registered mail or telegram sent to the last address filed with the Company as detailed in **32.01.04**.
- .06 A pilot offered recall shall have the option to bypass such offer, provided there are pilots junior to him still on furlough. Such pilot, electing to bypass an offer of recall shall not be entitled to the provisions of **32.01.07** and shall forfeit the right to recall until subsequent vacancies are available under the provisions of Article **25**.
- .07 A pilot recalled within one hundred and eighty **(180)** days of being furloughed shall normally be recalled at the base from which he was furloughed. Should this recall not be at the base from which he was furloughed, he shall be entitled to a Company paid move as per the provisions of Article **25.11.06**.



- 32.02** Recall
- .01** When recall occurs, the following will apply during training:
- .01** The pilots pay will be based on the average daily earnings of the best three **(3)** block months during the last twelve **(12)** months of active line service prior to the effective date of furlough, plus any negotiated pay increases.
- .02** The pilots will be entitled to Meal Expenses as outlined in Articles **16.02.01** and **16.02.04** and a hotel room if the pilot is away from his home base.
- .03** When recall occurs more than one hundred eighty **(180)** days after being furloughed the pilot will be entitled to meal expenses as outlined in Articles **16.02.01** and **16.02.04** and a hotel room.
- .02** A pilot who has been recalled may avail himself of Article **20. (LOA)**
- .03** A pilot who has been recalled shall be credited with one **(1)** sick day for every month left in the calendar year.
- .04** A pilot returning from furlough shall not have an adjusted service date later than a pilot junior to him.
- 32.03** Furlough Pay
- .01** Each pilot who becomes furloughed shall be entitled to two **(2)** weeks pay for each full year of service, prorated, up to a maximum of twenty **(20)** weeks pay. This provision does not apply to a pilot electing to take a voluntary separation.
- .02** In the event that a furloughed pilot is recalled without having used all his furlough pay, the unused portion will be credited to his account; however, service for additional furlough pay credits will only be accumulated from date of recall.
- .03** Furlough pay shall be based on the average daily earnings of the best three **(3)** block months during the last twelve **(12)** months of active line service prior to the effective date of furlough.
- 32.04** Severance Pay
- .01** Each pilot whose service is terminated shall be entitled to one half **(½)** month's pay for each full year of service, up to a maximum of six **(6)** months' pay. This provision does not apply to a pilot on probation in accordance with the provisions of Article **23.01** and **23.02**.
- .02** The provisions of **32.04.01** do not apply where service is terminated for disciplinary, retirement, medical or resignations other than as a direct result of, or during, a furlough.

- .03 Any pilot who is furloughed shall have the option of choosing to remain on furlough or of severing his employment with the Company. However, at the end of ten **(10)** years of furlough, severance will be automatic unless otherwise mutually agreed between the Association and the Company. In either case, severance pay based on a pilot's service would be applicable less any furlough pay already received.
- .04 Severance pay shall be based on the average daily earnings of the best three **(3)** block months during the last twelve **(12)** months of active line service prior to the effective date of severance.

## **ARTICLE 33 – MISSING AND INTERNMENT BENEFITS**

**33.01** Any pilot who, while engaged in the course of his duties for the Company, becomes missing or is reported interned, captured, or held as a prisoner or hostage or is missing under circumstances which would indicate being interned, captured or held prisoner or hostage, shall be allowed compensation calculated on the average daily earnings of the best three (3) block months during the last twelve (12) months of active line service prior to the time he became missing, was captured or held prisoner or hostage. The daily average flying pay shall be adjusted to include negotiated pay increases.

Such compensation shall continue for the period during which the pilot is Interned, captured, or held as prisoner or hostage or until the pilot is able to return to regular line duty, subject to the conditions of Article 31. When a pilot remains missing, the compensation allowed under this Article shall continue until the date that the pilot's death is established in fact or for a maximum of seven and one-half (7 1/2) years (or for the period described in the applicable laws).

**33.02** The monthly compensation allowable under Article 33.01 shall be credited to the pilot and shall be dispersed by the Company in accordance with written directions from him or her. The Company shall request from each pilot hereafter employed to execute and deliver to the Company, prior to such employment, a written direction in the form prescribed in Article 33.06. The Company shall, as soon as practicable, request all pilots now employed to execute and deliver to the Company such a written direction.

**33.03** Any amounts credited to the account of a pilot or paid to his beneficiary in accordance with the provisions of Article 33, shall not be required to be returned by such beneficiary or by the estate of the pilot even though it is established that such payments were made after the death of the pilot, nor shall such amounts be a charge against the estate of the pilot, provided that such beneficiary shall have furnished the Company with any evidence indicating the death of the pilot promptly after its receipt.

**33.04** As an alternative to paying compensation in accordance with Article 33.01, the Company may pay the difference between the amount of such compensation and the amount of any compensation provided for by law in respect of persons missing, interned, captured, held as prisoner or hostage as described in Article 33.01.

**33.05** Any payments due to the pilot under Article 33, which are not covered by a written direction as above requested, shall be held by the Company for any such pilot in an interest bearing account in the pilot's name. In the event of reasonable presumption of a pilot's death, in accordance with the applicable laws, all monies shall be paid to the legal representative of his estate.

**33.06** The direction referred to in Article **33.02** shall be in substantially the following form:

To Air Canada      D a t e

You are hereby directed to pay all monthly compensation allowable to me under the terms of Article **33.01** of the Agreement between Air Canada and the Air Canada Pilots Association as follows:

**1.** Name: \_\_\_\_\_

Address: \_\_\_\_\_

As long as living, or

**2.** Bank or Trust Company: \_\_\_\_\_

Transit Number: \_\_\_\_\_

Account number: \_\_\_\_\_

The foregoing direction may be modified by letter signed by the undersigned, and any modifications shall become effective upon receipt of such letter.

The balance, if any, and any amounts accruing after death to all persons designated shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

Payments made by the Company pursuant to this direction shall fully release the Company from any further claims to compensation on my behalf under Article **33** of the Agreement between Air Canada and the Air Canada Pilots Association.

\_\_\_\_\_  
Pilot's name

\_\_\_\_\_  
Pilot's Employee Number

\_\_\_\_\_  
Pilot's Signature

\_\_\_\_\_  
Witnessed by Air Canada

## **ARTICLE 34 • GENERAL**

### **34.01 Communication With The Company**

All orders to or mutual arrangements with pilots involving a change in base station, station assignments, promotions, demotions, furloughs, and leaves of absence shall be stated in writing.

### **34.02 Liability For Costs**

No pilot shall be required to pay for the use of any Company equipment used in personnel training required by the Company and no pilot shall be required to pay damage costs of airplanes or equipment damaged in the service.

### **34.03 Personnel Records**

- .01 At each Base, there shall be maintained for each pilot one **(1)** file containing information relating to items of an administrative nature. This file may be reviewed by the pilot with management on request.

Copies of all reports, orders, and all practice, training and flight checks shall be available for individual inspection at the simulator training building during regular business hours. A pilot shall be advised of any material of a critical or unfavourable nature at the time such material is placed in his files.

- .02 Notwithstanding the provisions of **34.03.01**, excepting cases involving safety of operations, a letter of reprimand, and all documentation pertinent to such a letter of reprimand, placed in a pilot's personal file shall be removed from such **file** twenty-four **(24)** months following date of insertion.

### **34.04 Flight Duty Releases For Association Business**

- .01 The following Designated **ACPA** Representatives **will** be released from flight duty for the duration of their term in order that they may attend to Association business and related Company/Association meetings.
- President
  - **MEC Chair**
  - **LEC** Chairs from each base
- .02 The rate of pay for a Designated **ACPA** Representative will be in accordance with the pilot's **qualified** position or awarded position according to **activation** date under Article **25**, and actual years of service to the **12<sup>th</sup>**, year, at:
- .01 **DMM**, paid at one-half **(½)** day and one-half **(½)** night rates and appropriate overseas and **nav-aid** pay.
- .02 The Company will bear the cost of the Designated **ACPA** Representative up to **MMG**, and the Association will be billed for the remainder. If a Designated **ACPA** representative has flight time and credits selected from open time exceeding one-half **(½)** **DMM**, there will be no charge to **ACPA** for that pilot for that month.
- .03 Designated **ACPA** representatives will bid vacation in accordance with Article **18** and the Company will not assume costs for vacation replacement.

- .04 If a Designated **ACPA** representatives is unable to attend Association business due to an Aircraft Transition or Upgrade Training Course during his term in office the Association may designate an alternate representative for the period he is on course.
- .05 When requested and subject to the needs of the service, other **ACPA** representatives shall be released from flight duty in order that they may attend to Association business, in accordance with Article **34.04.06**
- .06 It is agreed that any flying from which a pilot is released for **ACPA** business may be **re-allocated** or assigned as follows:
- .01 Blockholder
- If a pilot requesting flight release for **ACPA** is a blockholder, the Company would be free to **re-allocate** such flying at their discretion to any reserve pilots, regardless of seniority, to Permanent Management Pilots, Acting Check Pilots, Acting Flight Instructors, pilots in training, Designated **ACPA** Representative (as defined in **34.04.01**) or via open flying to pilots on makeup.
- Should the **re-allocation** of such flights result, at the end of the month, in additional costs to the Company then such costs would in turn be assumed by **ACPA**.
- If, at any time during the month it becomes apparent that **re-allocation** of such flights will not result in reduced costs to **ACPA**, then the normal seniority rights to such flying will be followed.
- .02 Reserve Pilots
- If a pilot requesting flight release for **ACPA** business is a reserve pilot, he will be credited and paid, as if flown according to schedule for flights which that pilot could have operated if he had been retained on duty. The Company would be free to m-allocate such flying at their discretion to any other reserve pilots, regardless of seniority, to Permanent Management Pilots, Acting Check Pilots, Acting Flight Instructors, Designated **ACPA** Representative (as defined in **34.04.01**) or pilots in training. Should the **re-allocation** of such flights result, at the end of the month, in additional costs to the Company then such costs would In turn be assumed by **ACPA**.
- .03 Any such flying operated by a Permanent Management Pilot, Acting Check Pilot or Acting flight Instructor will not be included in the **Permanent** Management Pilots, **Acting** Check Pilots and **Acting** Flight Instructors flying covered by Article **21** of the Collective Agreement. Any such Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors flying will be **itemized** in the monthly report to **ACPA** on Permanent Management Pilots, Acting Check Pilots, and Acting Flight Instructors flying.
- .07 The Company will assume the displacement costs for **ACPA** Committee members who attend joint meetings of the **MASC**, Tech Safety, Scheduling and **PEAC** Committees, to a combined annual maximum of **\$40,000**.
- .08 Payroll Cost of pilots engaged in Contract Negotiations assumed by the Company will be as follows:

- .01 One hundred percent **(100%)** of the applicable flight pay for up to five **(5) pilots** for the time involved in direct negotiations with the Company. For the duration of negotiations, these five will bid flying in the normal manner according to Section 4 of the Scheduling Rules and will be displaced with full credit at Company expense for those pairings that conflict with direct negotiations, have their banks frozen and have any vacation that falls within the negotiation period deferred. Deferred vacation will be taken immediately upon ratification of the contract except as mutually agreed upon by the Company and the Association.
- .02 The Company will provide flight coverage for these flights at its discretion without reference to the terms of the Collective Agreement.

#### **34.05 Travel While On Association Business**

Air Canada **ACPA** members travelling on Association business shall be issued passes and flight deck authority when conducting Air Canada business.

#### **34.06 Issuance Of Agreement**

- .01 The Scheduling Rules are a part of the Collective Agreement.
- .02 The Scheduling Rules will be amended as part of negotiations at the same time as this is being done for the Collective Agreement.
- .03 The Company shall, not later than sixty **(60)** calendar days after signing the Agreement, distribute the printed Agreement and Scheduling Rule revisions to the Pilots.
- .04 The basic information of changes to the Agreement and Scheduling Rules given to the Crew Scheduling Department for their implementation will also be distributed to the pilots at the same time.
- .05 The Company agrees to distribute Letters of Commitment in **37.02** to all pilots on a one time basis.
- .06 The Seniority List is part of the Collective Agreement.

#### **34.07 Hold-Harmless Clause**

The Company shall indemnify a pilot or his estate and provide ~~defense~~ against any claims, whether by third parties or by fellow employees, arising out of such pilot's performance of his duties with the Company as a pilot unless such claims arise from the wilful misconduct of the pilot.

#### **34.08 Telephone Monitoring System**

- .01 Air Canada and the Air Canada Pilots Association agree to the maintenance of a telephone monitoring system in the System Flight Crew Scheduling Department.
- .02 The purpose of the system is to provide a record of conversations between system flight crew schedulers and pilots covered by the collective agreement in the course of performing their duties.

- .03 It shall be referred to when situations such as those listed below, are brought forth by either party:
- incident reports (contractual disputes/violations);
  - letters of complaint: and
  - grievances
- .04 The following parameters have been agreed to by both parties:
- .01 The system will not be used to monitor the performance or initiate discipline on an employee.
- .02 When a situation described in **34.08.03** above occurs, the Association or Crew Scheduling may request a review of a recording by providing a written request to the Manager, System Flight Crew Planning & Scheduling. This request shall be initiated within thirty **(30)** days of reasonable knowledge of this situation by the Association or crew scheduler.
- .03 When there is a requirement to review a recording, at least one representative of the Company and one representative of the Association shall be present. The affected employee(s) may also attend the review.
- .04 An unmonitored telephone line shall be provided for calls from **ACPA** representatives to System Flight Crew Scheduling concerning matters arising from the collective agreement or other official business between the Company and the Association.
- Recorded calls shall be kept for at least seventy-five **(75)** days.

#### **34.09 Association / Management Headquarters Committee**

- .01 In recognition of the need for increased communication on matters of policy and discussion of issues which may have impact on the Association, the pilot group or the Company, it is agreed that a small committee composed of senior representatives of the Association, Flight Operations and Labour Relations will meet on a quarterly basis to review such matters.
- .02 Topics to be discussed will be exchanged two weeks in advance of the meetings which will be scheduled to occur in February, May, August and November annually.
- .03 Minutes of these meetings will reflect the discussion and any resolutions which may have been reached and will be distributed to senior management of Flight Operations and the **ACPA** Master Executive Council.
- .04 The Company and the Association agree that this procedure is intended to complement and enhance current channels of communication.

#### **34.10 Flight Crew Report (FCR) Distribution**

- .01 Flight Operations will forward a copy of all **categorized FCR's categorized** incident reports to **ACPA** if requested to do so by the individual pilots.
- .02 The Flight Crew Report form will include a distribution box for forwarding to the **Air** Canada Pilots Association.



- .03 All **FCR's** reports requested to be copied to **ACPA** will be forwarded to **ACPA** Headquarters, ATTN.: **MEC** Chairman.

#### **34.11 Preferential Bidding System**

- .01 **ACPA** and the Company have agreed to develop a Preferential Bidding System.
- .02 The Association and the Company have agreed to form a joint Preferential Bidding System Committee (**PBSC**). The **PBSC** will be responsible for the administration of the Preferential Bidding System.
- .03 Changes to PBS that are recommended by the **PBSC** will be subject to approval by both the Company and **ACPA**.

#### **34.12 Compassionate Transfer**

Air Canada and **ACPA** agree upon the need for a method of dealing compassionately with pilots who may, in exceptional circumstances require temporary transfer to a base other than the base to which they are contractually assigned.

Should such transfer be approved, the Company will create a temporary position (surplus to requirements) at the new base and retain the option to replace the vacated position at the original base. The **CMSC** will monitor this process.

- .01 Requests for **compassionate** transfer will be handled in the normal manner. (i.e. through his **ACPA** pilot assistance representative or Chief Pilot.)
- All such requests must be forwarded to the Compassionate Transfer Review Committee (**CTRC**) where approval of the request will require a majority vote. If the Committee vote is deadlocked, the Air Canada **ACPA MEC** Chair will cast the deciding vote. This decision will then be returned to the **CTRC** for implementation.
- .02 When a transfer is approved under Article **34.18**, the pilot's rights at the new base will be as follows:
- a) The pilot will retain his **pre-transfer** status (Captain, F/O, S/O) at the new base with the exception that, if he is a S/O transferring to a base having no S/O's he will be allowed to qualify for F/O status.
  - b) The pilot will be assigned to this temporary position which will be junior to the most junior position on the base in his status. (i.e. last man in his status on the lowest rated equipment.)
  - c) Pay will be calculated using the lesser of **1)** the pilots **pre-transfer** rate of pay or **2)** the **rate** applicable for the temporary position and will be applied to the credits earned at the new base.
  - d) Bidding for vacation periods, blocks, and all other contractual rights associated with seniority, will be based on **junior** seniority as in **b)** above.
  - e) The pilot will absorb all costs associated with any moves.
  - f) The pilot must bid for all vacancies at the new base in his status.

- g) The ongoing justification for all compassionate transfers will be reviewed annually by the **CTRC**. When a pilot is required by the **CTRC** to return to his original base, he will be reinstated in his original position, with all associated bidding rights.

- .03 **CTRC** Composition -two members from **Air** Canada (a management representative and company doctor), and two members appointed by **ACPA**. (The **ACPA** members will not come from the Employee Assistance Program.) The **CTRC** will develop and utilise a criteria test with the objective of achieving a fair, equitable and consistent system-wide adjudication process.

#### **34.13 Joint ACPA - Management Technology Committee**

- .01 It is recognised that technology within the Aviation industry is continually changing, and as a result the Association and Management agree to set up a joint committee (2 Company, 2 **ACPA**) to research, study, make recommendations and develop implementation and training programs to assist both the Company and it's pilots adapt to the changing technological environment.
- .02 The areas that this joint committee can investigate can include, but are not limited to: On Board Library, Electronic On Board Library, **GPS, RNAV, FANS, DATAPLUS**, Communications devices and navigation equipment.
- .03 The committee will agree to meet on a regular basis to discuss upcoming activity.

ARTICLE 35 – CHECK-OFF ASSOCIATION DUES

- 35.01** The Company shall deduct on the payroll for the first period of each month from wages due and payable to each employee (including Permanent Management Pilots) coming within the scope of this Collective Agreement an amount equivalent to the monthly dues of the Association, subject to the conditions set forth hereunder.
- .01** The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of Agreement excepting to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- .02** Membership in the Association shall be available to any employee eligible under the constitution of the Association on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Association. Membership shall not be denied for any reasons of race, national origin, colour or religion.
- .03** Deductions shall commence on payroll for the **first** pay period of the calendar month following completion of the first line flight in a position covered by this Agreement.
- .04** If the wages of an employee payable on the payroll for the first pay period of any month are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have **sufficient** wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- .05** Only payroll deductions now or hereafter required by law, deduction of monies due or **owing** the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- .06** The Company shall not be responsible financially or otherwise either to the Association or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the **Association**.
- .07** The question of what compensation, if any, shall **be paid** the Company by the Association in recognition of services performed under this Article shall be subject to reconsideration at the request of either party on fifteen **(15)** days' notice in writing.
- .08** In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Association, counsel fees are incurred, these shall be borne by the **Association**. Save as aforesaid, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

.09 Effective with the block month following ratification of the Collective Agreement Permanent Management pilots shall pay dues on basic salary plus ~~\$2000~~. Basic salary for permanent management pilots will be determined as ~~78h~~ ½ day, ½ night including overseas and ~~nav-aid~~ pay where applicable, based on the equipment for which the management pilot is being paid.

**ARTICLE 36 • DURATION AND EFFECTIVE DATE**

**36.01** This Agreement shall become **effective** April **2, 2000** and shall continue in full force and effect until April **1, 2004** and shall renew itself without change each succeeding year, unless written notice of intended change is served by either party within ninety **(90)** days prior to the **expiry** date. In the event that notice is given of intended change, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a further Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this     day of  
**2000.**

FOR: AIR CANADA

FOR: AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
R.G. Giguere

\_\_\_\_\_  
D. Belhumeur

\_\_\_\_\_  
M.J. Downey

\_\_\_\_\_  
R. Hall

\_\_\_\_\_  
P.J. Heinke

\_\_\_\_\_  
R.B. Parnell

\_\_\_\_\_  
C.L. Holmes

\_\_\_\_\_  
M.J. Bingham

\_\_\_\_\_  
H.H. Campbell

\_\_\_\_\_  
G. Bobro

\_\_\_\_\_  
A. Torriani

\_\_\_\_\_  
K.C. Wilson

\_\_\_\_\_  
J.E. Imber

\_\_\_\_\_  
P.M. Aubin

\_\_\_\_\_  
P. DiMarco

\_\_\_\_\_  
M. Duchesne

\_\_\_\_\_  
M. Tremblay

\_\_\_\_\_  
J.W. Petrie

\_\_\_\_\_  
C.N. Valentini

## **ARTICLE 37 - LETTERS**

### **37.01 Letters Of Understanding**

The following Letters of Understanding (**L.O.U.'s**) form part of the Collective Agreement and have either been retained, deleted or relocated to the appropriate article in the Collective Agreement.

<b>L.O.U.1</b>	Covering <b>Charges</b> for Relief from Flight Duties for Pilots on <b>CALPA</b> Business and Modification to Article <b>22 - Seniority</b>	Art. <b>34.04</b>
<b>L.O.U.2</b>	Charter/Cargo Flying	Remains as LOU
<b>L.O.U.3</b>	Third crew member for Boeing <b>747</b> , Lockheed <b>1011</b> and Boeing <b>727</b> aircraft	Deleted
<b>L.O.U.4</b>	Relief Pilot - Bombay to London	Deleted
<b>L.O.U.5</b>	Duty and Off Duty Periods	Deleted
<b>L.O.U.6</b>	Group Insurance	Art. <b>26.01</b>
<b>L.O.U.7</b>	Flight Safety Program Usage of Aircraft Electronic Recording and Reporting Devices	Art. <b>27.09</b>
<b>L.O.U.a</b>	Career Reorientation Plan	Art. <b>14.06</b>
<b>L.O.U.9</b>	Group Disability Income Plan	Art. <b>26.03</b>
<b>L.O.U.10</b>	Introduction <b>B747-400 Aircraft</b>	Deleted
<b>L.O.U.11</b>	Air Canada Pilot Pension Plan	Art. <b>26.04</b>
<b>L.O.U.12</b>	Two <b>(2)</b> Pilot <b>Aircraft</b> (Excluding <b>DC9</b> ) -- Overseas Operations Excluding North America and the Caribbean	Deleted
<b>L.O.U.13</b>	Deleted	Deleted
<b>L.O.U.14</b>	Association/Management Headquarters Committee	Art. <b>34.09</b>
<b>L.O.U.15</b>	Incident Report Distribution	Art. <b>34.10</b>
<b>L.O.U.16</b>	Preferential Bidding System	Art. <b>34.11</b>
<b>L.O.U.17</b>	Canadian Regional Air Carrier Alliance/Liaison/Connector Affiliates	Article <b>1</b>
<b>L.O.U.18</b>	Move-Up / Transition Provision Canadian Regional - Liaison / Alliance / Connector Carriers Transition <b>Agreement/LOU 18</b> Clarification	Remains as LOU
<b>L.O.U.19</b>	Off-Shore Assignment <b>B-747-400</b>	Deleted
<b>L.O.U.20</b>	System Pairing Evaluation Committee	Modified
<b>L.O.U.21</b>	Pilot Crew Meal Guidelines	Art. <b>16.04</b>
<b>L.O.U.22</b>	Flight Crew Augmentation (Except <b>DC9-DC8</b> )	Deleted
<b>L.O.U.23</b>	Deleted	Deleted
<b>L.O.U.24</b>	Temporary Crew <b>B-737</b> -Winnipeg Base	Deleted
<b>L.O.U.25</b>	Extension to Collective Agreement	Deleted
<b>L.O.U.26</b>	<b>Hadj</b> Charter Operation - <b>1993</b>	Deleted
<b>L.O.U.27</b>	Wet Lease Program - Polynesian Airlines <b>1993/1994</b>	Deleted
<b>L.O.U.28</b>	Pilot Employment Levels	Deleted
<b>L.O.U.29</b>	Pilot Productivity Improvement Protection Plan	Deleted
<b>L.O.U.30</b>	<b>RJ-50</b> Aircraft	Deleted
<b>L.O.U.31</b>	The <b>CL-65</b> Aircraft	Modified
<b>L.O.U.32</b>	Code Sharing	Article <b>1</b>
<b>L.O.U.33</b>	Joint Sub-Committee Activities	Deleted
<b>L.O.U.34</b>	Compassionate Transfer	Art. <b>34.12</b>
<b>L.O.U.35</b>	<b>L-1011 Re-Introduction</b>	Deleted
<b>L.O.U.36</b>	Trial Captain Upgrade Program	Deleted
<b>L.O.U.37</b>	Furlough Pilot Recall Process	Deleted
<b>L.O.U.38</b>	Introduction <b>A-340</b> Aircraft	Deleted

<b>L.O.U. 39</b>	Temporary Staffing Relief	Deleted
<b>L.O.U. 40</b>	Training Alternative Committee	Remains as LOU
<b>L.O.U. 41</b>	Transition Agreement	Modified
<b>L.O.U. 42</b>	<b>Crewing</b> Relief	Deleted
<b>L.O.U. 43</b>	Cogscreen Testing	Remains as LOU
<b>L.O.U. 44</b>	Pay and Vacation Adjustment/ Furloughed Pilots <b>1992-95</b>	Remains as LOU
<b>L.O.U. 45</b>	Preferential Bidding System	Modified
<b>L.O.U. 46</b>	Acting Check Pilots and Acting <b>Flight</b> Instructors	Article <b>21</b>
<b>L.O.U. 47</b>	Air Canada – Pilots Share Appreciation Plan	Remains as LOU
<b>L.O.U. 48</b>	Extra Hours to Address Growth Opportunities	Remains as LOU
<b>L.O.U. 49</b>	<b>A320/340</b> Augment Pilots	New LOU
<b>L.O.U. 50</b>	Procedure for Completing a Simulator Crew Complement	New LOU
<b>L.O.U. 51</b>	Low Cost Carrier -Basic Tenets for Work Rules & Conditions	New LOU

### **37.02** Letters Of Commitment

The following Letters of Commitment (**L.O.C.'s**) form part of this Collective Agreement and have either been retained, deleted or relocated to the **appropriate** article in the Collective Agreement.

<b>L.O.C. 1</b>	Flight pay loss for <b>ACPA</b> negotiators	<b>Art. 34.04.08</b>
<b>L.O.C. 2</b>	Deadheading pass priority	Remains as <b>LOC</b>
<b>L.O.C. 3</b>	Flight pay loss for <b>ACPA</b> President	Deleted
<b>L.O.C. 4</b>	Introduction of new freighter aircraft	Art. <b>13.02</b>
<b>L.O.C. 5</b>	Rehabilitation allowance/Pension/Pass Priority	Art. <b>14.06</b>
<b>L.O.C. 6</b>	Air Canada settlement involving Mr. <b>W.P.</b> Kelly	Deleted
<b>L.O.C. 7</b>	Crew complement in the simulator	Art. <b>14.04.12</b> & LOU <b>50</b>
<b>L.O.C. 6</b>	Involuntary assignment	Remains as <b>LOC</b>
<b>L.O.C. 9</b>	Changes to scheduled pairings	Remains as <b>LOC</b>
<b>L.O.C. 10</b>	Deadheading on other than designated flights	Art. <b>12.09</b>
<b>L.O.C. 11</b>	Article <b>2.18</b> map	<b>Art. 8.06</b>
<b>L.O.C. 12</b>	Introduction of the <b>B-767</b>	Deleted
<b>L.O.C. 13</b>	War zone insurance coverage	<b>Art. 26.05</b>
<b>L.O.C. 14</b>	Pass priority when deadheading for training	Remains as <b>LOC</b>
<b>L.O.C. 15</b>	Pass travel - Article <b>25</b>	Remains as <b>LOC</b>
<b>L.O.C. 16</b>	F/J seating - economy flights	<b>Art. 12.10</b>
<b>L.O.C. 17</b>	Scope clause - reopener	Remains as <b>LOC</b>
<b>L.O.C. 18</b>	<b>Centralized</b> crew scheduling	Deleted
<b>L.O.C. 19</b>	Deadheading on other airlines	<b>Art. 12.12</b>
<b>L.O.C. 20</b>	Non-smoking seat selection	Art. <b>12.11</b>
<b>L.O.C. 21</b>	On-board library	Art. <b>34.13</b>
<b>L.O.C. 22</b>	Meal guidelines	Deleted
<b>L.O.C. 23</b>	<b>Aircraft</b> headsets	Art. <b>34.13</b>
<b>L.O.C. 24</b>	Alliance carriers	Deleted

L.O.C. 25	LOU No.17	Deleted
L.O.C. 26	Pilot training	Deleted
L.O.C. 27	A-320 training	Deleted
L.O.C. 28	Flight Data Reporting Systems	Art. 27.10
L.O.C. 29	L.O.U. No. 19	Deleted
L.O.C. 30	Loft Training	Art. 14.04.19
L.O.C. 31	Simulator, Training/Checking	Deleted
L.O.C. 32	A-340 Rest Facilities	Art. 13.03
L.O.C. 33	Furloughed Pilot Pension <b>Buyback</b>	Deleted
L.O.C. 34	Printing and Distribution of the Collective Agreement	Remain as <b>LOC</b>
L.O.C. 35	Bank Time-Flat Salary Pilots	Deleted
L.O.C. 36	Collective Bargaining – Connector Airlines	Deleted
L.O.C. 37	Bank Time -Cash Clear Option	Deleted
L.O.C. 38	Relief Pilot <b>Crewing</b>	Deleted
L.O.C. 39	Training Failure Handling	Deleted
L.O.C. 40	Top-Up Benefits on Grounded Retirement	New <b>LOC</b>
L.O.C. 41	Augmentation – A340 Aircraft • Designated 1 “J” Class Seat	New <b>LOC</b>
L.O.C. 42	Top-Up Payment of Insured Medical Services	New <b>LOC</b>
L.O.C. 43	Long-Term Employee Stock Ownership Committee	New <b>LOC</b>
L.O.C. 44	Contracted Simulator Trainers	New <b>LOC</b>
L.O.C. 45	Application of Company Benefit Plans to Pilots Residing Outside of Canada	New <b>LOC</b>



**LETTER OF UNDERSTANDING 2**  
between  
**AIR CANADA**  
and the  
**AIR CANADA PILOTS ASSOCIATION**

**CHARTER/CARGO FLYING**

It is agreed that the following will apply to Charter/Cargo Flying.

**L2.01** Duty periods and/or **rest** periods outside contractual limitations associated with Charter Flying/Cargo Flying will be by mutual agreement between the Company and the Association.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement this **29<sup>th</sup>** day of January **1997**.

FOR: **AIR CANADA**  
**ASSOCIATION**

**B. W. MacLellan**  
Vice President, **Flight** Operations

**R.M. Tritt**  
Director, Labour Relations

**WITNESSES:**

**J.G. Guild**

FOR: **AIR CANADA PILOTS**

David **G.** Edward  
President

**D.** Johnson  
**M.E.C.** Chairman

Howard **M.** Malone

LETTER OF UNDERSTANDING 18  
between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

TRANSITION OF CONNECTOR PILOTS  
TO THE  
AIR CANADA PILOTS' SYSTEM SENIORITY LIST

It is hereby agreed that the opportunity of orderly advancement onto the Air Canada Pilots' System Seniority List shall be made available to all pilots employed by Air Canada Connector Airlines in accordance with the following provisions.

- L18.01** It is acknowledged that the intent of this provision is for Air Canada to offer positions and hire pilots from the Air Canada Connector Airlines, while respecting the law and in particular the requirements of the Employment Equity Guidelines of the Government of Canada.
- .01** Having canvassed and considered all eligible candidates from the Air Canada Connector Airlines, a minimum hiring ratio of **forty percent (40%)** will be in effect. Should there not be any pilot available to train to occupy pilot vacancies **at** Air Canada, the Company will then hire from outside the Air Canada Connector Airlines.
- .02** The above hiring criteria will be reviewed on a regular basis with the **MEC** Chairman, **ACPA**.
- L18.02** Pilots in **L18.01** above will be offered position vacancies in order of seniority from the Combined Seniority List of Air Canada Connector Airlines. This list will be compiled subject to the Labour Laws of Canada.
- L18.03** A pilot will be required:
- .01** To meet the published basic requirements and minimum's that relate to employment with Air Canada as a pilot and to successfully complete the assessment process.
- .02** To meet the performance standards established by Air Canada that apply to newly hired pilots.
- L18.04** Pursuant to an agreement between the Air Canada Connector Airline and **CALPA**, a pilot who fails to qualify for a position on the Air Canada Pilots' System Seniority List may have the option of returning to the position held at the Air Canada Connector Airline.

- L18.05** Subject to **L18.03**, a Connector pilot who applies for a vacancy offered in **L18.01** whose Combined Connector Seniority entitles him to such a vacancy but whose induction is delayed on the basis of **.01** or **.02** below, may have a seniority number reseeded for him on the Air Canada Pilots' System Seniority List. The respective time served as a pilot with the Connector Airline will be treated as Air Canada service (excluding pension) when he joins Air Canada.
- .01** If the pilot has not been on the current equipment and/or status with the Connector Airline for **24** months Air Canada may delay his induction for up to the remainder of the **24** month period. Information required to verify the application of this provision will be provided in advance to the **MEC** Chairman, **ACPA**.
- .02** Effective the date of ratification of this agreement, if a Management pilot at a Connector Airline is essential to that airline for operational reasons, Air Canada may delay his induction for up to six **(6)** months. This provision will be applied on a case by case basis with prior mutual agreement between Air Canada and the **MEC** Chairman, **ACPA**. Such agreement will not be unreasonably withheld.
- .03** A Pilot joining Air Canada subsequent to the period of time specified in **.01** and **.02** above will be assigned a position, as determined by the **CMSC**, such that no Air Canada pilot will be displaced from his base nor furloughed as a result.
- L18.06** A pilot **transitioning** to Air Canada from an Air Canada Connector Airline will be paid in accordance with Articles 3 through **10**, as applicable.
- L18.07** If there is a total sale or divestiture of any Air Canada Connector Airline, then the pilots of that carrier will be removed from the Combined Seniority List of Air Canada Connector Airlines, subject to the Laws of Canada.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this **1<sup>st</sup>** day of November, **1998**.

FOR: AIR CANADA

FOR: AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
**B.W. MacLellan**

\_\_\_\_\_  
**W.T. Jerrard**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**J-M. Bélanger**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D.E. Johnson**

LETTER OF UNDERSTANDING NO. 20

between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

**PAIRING EVALUATION AND APPROVAL COMMITTEE**

**L20.01**

One of the responsibilities of the Pairing Analyst is to produce flight pairings which are "legal" within the terms and conditions of the Collective Agreement. Occasionally, a pairing may be generated which, although meeting the above criteria, may be deemed to be onerous by the operating pilots. Therefore, the Company and the Association will form a joint committee to evaluate and where necessary, alter the pairings in question.

This committee will be known as the Pairing Evaluation and Approval Committee (**P.E.A.C.**) and will be comprised of the following members:

**Representing the Association;**

The Association will appoint a maximum of three **(3)** members.

**Representing the Company:**

The Company will appoint a maximum of three **(3)** members including:

**One Permanent Management Pilot**

- one **(1)** Air Canada management representative who served as a member of the Company negotiating team that negotiated the current contract.

**PEAC will consult with the Sr. Dir. Medical Services or his designate as required.**

**L20.02**

**Procedure**

When a crew operates a legal pairing they consider to be onerous they will notify their Chief Pilot and an **ACPA** representative in writing. **PEAC** will be requested, by the Company or the Association, to convene a **meeting** of the committee, within ten **(10)** calendar days to address the issue.

When assessing the acceptability of pairings, the following factors will be considered individually and cumulatively with due reference to the guidelines and regulations contained in the reference documentation (**L20.03** below).

Departure/arrival times  
Number of landings  
Time on duty (including flight deck duty time)  
Flight crew relief requirements  
Window of Circadian Low (**WOCL**)  
Deadheading - Prior to/after  
Off duty rest period  
Airport end/or Hotel Location  
Crew Base Time Zone (**Acclimatization** considerations)  
**Variation** between individual biological clocks  
Nutritional requirements

Whether reporting time of a flight or flights should be longer than one **(1)** hour

Pairings which are deemed by **PEAC** to be onerous, will be returned to the System Pairing Analyst for immediate rectification.

A pairing which is deemed by **PEAC** not to be onerous will remain active and the crew will be so advised. The crew will be given the option of an appeal before the Committee.

Based on these guidelines, with due recognition of Flight Safety and the continuing need for pairing efficiency, agreement within the Committee shall not be unreasonably withheld.

#### **L20.03 Reference Documents**

In recognition of published scientific data and guidelines relating to flight crew fatigue management, when the committee is required to approve a pairing that is deemed to be onerous, its evaluation will be based on but not restricted to, the regulations, guidelines and limitations contained in the following documents:

The COLLECTIVE AGREEMENT (Article **17**)  
Canadian Aviation Regulations (**CARs**)  
The NASA document entitled -Principles and Guidelines for Duty and Rest Scheduling in Commercial Aviation. (**Dated 1995**).  
The **Airbus Industrie** document titled - Coping With Long-Range Flying (**Dated 1995**).  
The document prepared for the FAA titled – ‘An Overview of the Scientific Literature Concerning Fatigue, Sleep, and the Circadian Cycle. (Dated January **1998**)

#### **L20.04 Onerous Pairing Resolution Procedure**

If a dispute regarding the acceptability of a pairing arises within the **PEAC**, it will be handled as follows:

- (a) The **PEAC** shall, within ten (10) calendar days of notification, attempt to resolve the dispute.
- (b) If due to time or flight crew constraints the pairing(s) cannot be changed it/they will be flown for a maximum of one **(1)** full block month **after** notification.
- (c) If unable to resolve the dispute, the **PEAC** shall advise the offices of the Vice President, Flight Operations and **MEC** Chairman of the reason(s), as well as recommendations for resolution of the onerous pairing(s). The Vice President and the **MEC** Chairman will then review the pairing(s) in dispute and **it/they** will be **resolved** or cancelled.

**L20.05      Disputed Pairing Resolution Procedure**

Monthly pairings will be forwarded to **ACPA** and to the **ACPA PEAC** members as soon as they have been completed. Any pairing, identified by the **ACPA PEAC** members, that does not meet the provisions of the Collective Agreement, either due to an error made during pairing production or due to a disagreement in interpretation of a particular aspect of the Collective Agreement shall be brought to the attention of **PEAC** for resolution. The following procedure shall be followed:

- .01      The **PEAC** committee shall, within ten **(10)** calendar days, attempt to resolve the disputed pairing.
- .02      Should **PEAC** be unable to agree on the contract interpretation or resolve the pairing error (if applicable), the interpretation or **pairing error** will be referred to expedited arbitration in accordance with Article **30.12** for final resolution.
- .03      The disputed pairing shall be flown until the earlier of a resolution using the **PEAC** process, an expedited arbitration decision, or one full block month after notification.

**L20.06      Glossary of Terms**

**.01      "Window of Circadian Low" (WOCL)**

The hours between **0200** and **0600** for individuals adapted to a usual day-wake/night-sleep schedule. For flight duty periods that cross 3 or fewer time zone boundaries, the **WOCL** is **0200-0600** home-base/domicile time. For flight duty periods that cross 4 or more time zone boundaries, the **WOCL** is **0200** to **0600 home-base/domicile** time for the first **48** hours only. After a crew member remains more than **48** hours away from his/her home-base/domicile, the **WOCL** is **0200-0600** local time at point of departure.

**.02      Acclimatised**

To become acclimatised a flight crew member must achieve three consecutive local nights free of duty and be **able to take an uninterrupted** night's sleep in a single time zone. The flight crew member shall be considered 'acclimatised' until he becomes **acclimatised** to another time zone or becomes non-acclimatised by finishing his duty at a place where the local time **differs** by more than three **(3)** hours from that to which he is acclimatised. For the purposes of this article, 'local night' is considered to be the period that falls between the hours of **22:00** hours and **07:59** hours local time.

**.03      "Flight Deck Duty Time"**

"Flight Deck Duty Time" means the total time spent by a flight crew member at a flight crew member position in an aeroplane during flight time.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this day of \_\_\_\_\_, **2000.**

FOR: AIR CANADA

FOR: AIR CANADA PILOTS **ASSOCIATION**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D. Belhumeur**

\_\_\_\_\_  
**M.J. Downey**

\_\_\_\_\_  
**R. Hall**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**R.B. Parnell**

\_\_\_\_\_  
**C.L. Holmes**

\_\_\_\_\_  
**J.W. Petrie**

LETTER OF UNDERSTANDING NO. 31  
between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

THE CL-65 AIRCRAFT

Effective January 1, 2000, the following provisions will apply to the CL-65:

- Normal DMM established at 80 hours;
- Normal block rules, including Growth Flex
- Reserve MMG – 71:45
- Blockholder MMG – 67:40
- PBS Blocking Window – 74 to 80 hours
- CMSC Crewing divisor (25.02.04.01) of 79 hours.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding on this day of  
2000.

FOR: AIR CANADA

FOR: AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
R.G. Giguere

\_\_\_\_\_  
D. Belhumeur

\_\_\_\_\_  
M.J. Downey

\_\_\_\_\_  
R. Hall

\_\_\_\_\_  
P.J. Heinke

\_\_\_\_\_  
R.B. Parnell

\_\_\_\_\_  
CL. Holmes

\_\_\_\_\_  
J.W. Petrie



LETTER OF UNDERSTANDING 40  
between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

TRAINING ALTERNATIVES COMMITTEE

- L40.01** During the recent contract negotiations, several issues related to Air Canada's concerns regarding pilot training were discussed but remain unresolved. As a result of these discussions, it is agreed to establish a joint committee which will meet during the term of the new Collective Agreement for the purpose of studying and reporting on these issues,
- L40.02** This committee will report on the feasibility of the following issues, and such further issues as may arise from its discussions:
1. Alternative pay methods
  2. Freezes and training bypass pay
  3. Equipment/Base alternatives (eg Satellite Crew Bases)
  4. The use of PBS to award annual line checks
  5. The problems of Blocking on Long-Range aircraft
  6. Overall training issues
- L40.03** Any recommendations the committee may make will not be implemented without ACPA ratification.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding on this 29<sup>th</sup> day of January 1997.

FOR: AIR CANADA

FOR: AIR CANADA PILOTS ASSOCIATION

B. W. MacLellan

David G. Edward

R.M. Tritt

D.E. Johnson

J.G. Guild

Howard M. Malone

**LETTER OF UNDERSTANDING 41**  
between  
**AIR CANADA**  
and the  
**AIR CANADA PILOTS ASSOCIATION**

**ACPA SENIORITY AND THE TRANSITION OF CONNECTOR PILOTS**  
**TOH E**  
**AIR CANADA PILOTS SYSTEM SENIORITY LIST**

The following changes will greatly enhance the pay, benefits and working conditions of pilots choosing to "move up" from the Connectors, compared to what they are presently entitled to as new hire pilots. This agreement will **significantly** improve the conditions under which a Connector pilot will transition to the Air Canada Pilots' System Seniority List as per LOU **18** and Article **22**, while still abiding by **ACPA's** desire for career protection through the continued **strict** application of Article **22.01**.

**Basic principles:**

1. Any integration of seniority lists such as that suggested by **M. Picher** or previously proposed LOU is not acceptable to Air Canada.
2. **No pilot whose Air Canada Flight Staff Employment date is later than June 4, 1995** will be senior to **R. Di Stasio, #1606** on the January **01, 1996** Air Canada Pilots' System Seniority List.
3. All pilot hiring shall be in accordance with Article **22** and **LOU 18** (as amended). Air Canada pilot positions offered to Air Canada Connector Airline pilots will be offered in order of combined connector seniority.

**Provisions to facilitate the transition of Connector pilots to the Air Canada seniority list:**

1. The Air **Canada/ACPA** joint pension committee will review the feasibility of "pension buy-back provisions" for pilots **transitioning** from Air Canada Connector Airlines, subject to pension rules under law and at no cost to Air Canada. Should the parties agree that such buy-back provisions are feasible they will be offered to **transitioning** Connector pilots to the extent possible.
2. Subject to the resolution of the seniority grievance between the parties, the seniority dates of all pilots whose Air Canada Flight Staff Employment date is later than June **4, 1995** will be adjusted so that no pilot will have a seniority date later than that of a pilot junior to him on the Air Canada Pilots' System Seniority List.
3. The following wording changes:

**ARTICLE 22: SENIORITY**

- 22.01** The seniority date of a pilot shall be the date on which he is designated as and received remuneration as a Pilot. When two **(2)** or more Pilots are designated as such on the same date, their seniority shall be established in accordance with the date of their employment on the flight staff of the Company. If they were employed on the same date, their respective positions on the Pilots' System Seniority List shall be decided by the Company, provided that in no case shall a pilot's seniority date be later than the date of his **first** flight as a Pilot.

For greater clarity, in the event of any future:

- (i) declaration of common employer status and/or declaration of sale of business;
- (ii) purchase or merger of airlines or parts thereof; or
- (iii) other combination of flying operations under the Company; the seniority of employees who are to be added to the seniority list as a result of such event shall commence no earlier than the date of the issuance of any **CLRB** order regarding the declaration of common employer status and/or sale of business, the date of the future purchase or merger of airlines, or the date of such other future combination of flying operations, as the case may be."

**34.11.06** (new) "The Seniority List is part of the Collective Agreement."

(NOTE: The seniority list is subject to the resolution of the grievance.)

- 4. The agreement reached between Air Canada and **ACPA** with respect to the transition of Air Canada Connector Pilots to the Air Canada Pilots System Seniority List shall be made available to all Air Canada Connector pilots,
- 5. **Amend LOU#18**, as attached, to reflect provisions for transition of pilots from the Air Canada Connector Airlines to the Air Canada Pilots' System Seniority List, as agreed to between Air Canada and **ACPA**.

This Agreement has been made and entered into by and between the parties on the \_\_\_\_\_ day of \_\_\_\_\_, **2000**, and shall be effective upon and subject to ratification by the Air Canada pilots.

FOR: AIR CANADA

FOR: AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D. Belhumeur**

\_\_\_\_\_  
**M.J. Downey**

\_\_\_\_\_  
**R. Hall**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**R.B. Parnell**

\_\_\_\_\_  
**CL. Holmes**

\_\_\_\_\_  
**J.W. Petrie**

PAY CLARIFICATION TO TRANSITION/SENIORITY AGREEMENT

TRANSITION AGREEMENT/LOU 18 CLARIFICATION

The following list is provided to clarify how an individual's benefits and employment conditions are affected by Flight Staff Employment Date or the implementation of **LOU18.05**:

LOU 18.05 Implementation Date

Flight Staff Employment Date

1. Seniority number & date
2. Flat Salary duration & amount
3. Formula pay commencement
4. New Hire Freeze **expiry** (Article 25.17)
5. Pass Service date & entitlement
6. Vacation **entitlement** (includes up to 4 yrs. connector credit)

1. Job (Position) selection (equip/base)
2. Air Canada insurance & benefit coverage

NOTE: This date will also govern all items listed under **L18.05** for any pilot not subject to **L18.05**.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this day of \_\_\_\_\_, 2000.

FOR: AIR CANADA

FOR: AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
R.G. Giguere

\_\_\_\_\_  
D. Belhumeur

\_\_\_\_\_  
M.J. Downey

\_\_\_\_\_  
R. Hall

\_\_\_\_\_  
P.J. Heinke

\_\_\_\_\_  
R.B. Parnell

\_\_\_\_\_  
C.L. Holmes

\_\_\_\_\_  
J.W. Petrie

LETTER OF UNDERSTANDING NO. 43  
between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION  
  
COG SCREEN

The Air Canada Pilot Association is opposed to the use of psychological testing except for purpose of research that may be of benefit for the piloting profession.

The Association is now faced with the task of applying this policy to the development of **computerized** aptitude test of cognitive function known as **CogScreen**. The **CogScreen** test may be beneficial to pilots seeking medical **re-licensing** after severe head trauma or invasive brain or other head surgery. The **re-licensing** of such pilots has been difficult in the past due to the lack of benchmark data to serve as a comparison for **pre-** and post- trauma cognitive functioning.

Discussions have been held involving **ACPA**, the **Aeromedical** Committee, **ACPA** Human Performance Division, Air Canada Medical Department and Air Canada Flight Operations. Following these discussions, an established protocol with appropriate guarantees has been agreed between the parties as follows:

- 1) The parties agree that the test will be administered by Air Canada personnel at Air Canada's medical clinics.
- 2) Air Canada Pilots may volunteer to take a **CogScreen** test as part of their regular medical examination.
- 3) The parties agree that the anonymity of individuals who elect to take the **CogScreen** test will be treated with the same medical privacy privilege that applies to any other medical test.
- 4) The parties agree that Dr. Kay or a member of his test development team at Georgetown University will explain the test result to the individual. Dr. Kay would also provide the pilot with advice on what the test result means and how the individual's results compare to his peers (**ie.** similar age group).
- 5) The parties agree that the test result will remain anonymous or be destroyed at the pilot's option if the pilot should, after the explanation outlined in paragraph 3 above, elect not to **release** the test results to his/her medical file.
- 6) The parties agree that if a pilot chooses to release the test result to his/her medical file, that it will not be used in any manner other than to establish Baseline data for future re-licensing purposes, following a severe head trauma or invasive brain or other head surgery to that pilot.
- 7) The parties agree that once the test result is on the medical file, that it will not be released to any outside agency without the express written **authorization** of the pilot involved.
- 8) The parties agree that abnormal test result will not lead to further testing or any other job implications.
- 9) Test result would only be released on an individual basis by express written consent of the pilot involved and used only for the **re-licensing** of the pilot, (Court orders for information would, however, always need to be respected).

10) It is understood that Air Canada has been and continues to use **CogScreen** for new hire **pilots**. All information drawn from such tests of new hires will be treated **for all** purposes as if provided on a voluntary basis in accordance with the principles set out in paragraphs 1 through 9 above.

11) **CogScreen** testing may be used in medical circumstances other than those listed above (e.g. psychological conditions) on a case by case basis subject to mutual agreement between the Association, the Company and the pilot involved."

IN WITNESS WHEREOF, the parties have signed the Letter of Understanding this **1<sup>st</sup>** day of November, **1998**.

FOR: AIR CANADA

FOR: AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
**B.W. MacLellan**

\_\_\_\_\_  
**W.T. Jerrard**

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**P.J. Heinke**

\_\_\_\_\_  
**J-M. Bélanger**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D.E. Johnson**

LETTER OF UNDERSTANDING NO. 44  
between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

**PAY AND VACATION ADJUSTMENT FOR 1992 TO 1995 FURLOUGHED PILOTS**

**L44.01** On a one-time basis, the Company will adjust the pay increment level and vacation entitlement of any pilot furloughed in the **1992 to 1995** time period who has a pay increment level or vacation entitlement less than a connector pilot with a seniority date junior to him. The pay increment level and vacation entitlement will be equal to the pilot hired after June **4, 1995** with the highest pay increment level and/or vacation entitlement. This agreement will be implemented in the month following ratification of this Collective Agreement and shall not result in a retroactive payment to any pilot.

**IN WITNESS WHEREOF**, the parties have signed this Letter of Understanding the **1<sup>st</sup>** day of November, **1998**.

FOR: **AIR CANADA**

FOR: **AIR CANADA PILOTS ASSOCIATION**

\_\_\_\_\_  
**B.W. MacLellan**

\_\_\_\_\_  
**W.T. Jerrard**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**J-M. B&anger**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D.E. Johnson**

LETTER OF UNDERSTANDING NO. 45

between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

PREFERENTIAL BIDDING SYSTEM (PBS)

.01 While it is **recognized** that the full scope and detail of the PBS Program can not be realistically contained in the collective agreement, the basic tenets upon which the program has been established, and should continue, are embodied within this LOU.

.02 This LOU will **serve** as the basic guidance and reference for the PBS committee as the need arises to resolve issues that are within the normal ongoing workings of the **PBSC** (PBS Committee). Any changes to the current PBS System and specification which are not in accordance with this LOU will require the mutual agreement of the Association and the Company.

.03 The basic intent of PBS is to provide pilots with monthly schedules in accordance with their preferences (i.e.: PBS bids). While preferences are honoured in seniority order, global blocking solution constraints on the construction of blocks will exist.

Simply stated - Pilots will be awarded blocks in accordance with their preferences and seniority, subject to the requirement that flying is blocked within the bounds of all system constraining parameters.

.04 The primary constraints would include the following:

.01 All flying must be blocked to within a maximum open time limit as established in the OPEN TIME FORMULA, see below, (or as otherwise agreed and selected by the **PBSC**).

.01 The "allowable concurrent open pairing" parameter will be set at **25%** (truncated integer value) of the anticipated pilot-months available on reserve for the associated **optimization** run (to be calculated by assuming an average block time equal to the median of the blocking window). This value will be a minimum of **2**.

.02 The "allowable open time" parameter will be set at fifty (**50**) hours per concurrent open time pairing, as calculated above, or as otherwise agreed by the **PBSC**.

.02 All blocking legalities are met.

.03 Scheduled activities such as vacation, training, absence and overlap will be factored into the global blocking solution constraints.

.04 When the first assigned reserve out of seniority (**ROS**) occurs above a seniority level of **fifteen** percent (**15%**) from the bottom of the eligible bidder list associated with a blocking solution, a rerun will be completed, where time permits, using a blocking window of **DMM** minus eight (**8**) to **DMM** plus two (**2**). Based on sound economic principals and adequate reserve coverage, the **PBSC** members will determine which solution will be implemented. Failing agreement, the original run shall be implemented. Out of seniority awards to block or reserve (**ROS/BOS**) resulting from the application of agreed to PBS specifications shall not be considered under **L45.06**.



- .05 The nature of the pairings and size of the global solution set can at times be expected to pose difficult blocking situations that might produce either undesirable results or, in some rare cases, "unblockable" situations. When such is the case, the **PBSC** has the authority to make decisions, as necessary, to generate a mutually acceptable resolution to such problem(s) through an interim policy. Options such as, but not limited to the following may be used:
- .01 Open the upper and/or lower limits of the blocking window to as much as **MMG** (lower) and/or **DMM+3** (upper). Any blocked flying over **DMM** would be treated as block growth for the purposes of legality, bank and pay protection.
  - .02 Adjust the value of Open Time and/or increase the value of concurrent reserve requirements for Open Time.
  - .03 Increase and/or decrease the optional bank time drop availability.
- .06 Reasonable efforts to avoid blocking irregularities may still **not** prevent the occasional "mis-award" from occurring. Because of the impracticality of **re-awarding** blocks **after** publication, the following resolution process will be used to compensate a pilot for a "mis-award":
- .01 Once a **mis-award** has been confirmed by the **PBSC**, a blocking rerun will establish the proper block award(s). The originally awarded block(s) will be flown.
  - .02 Pilot's will be pay protected for the greater of the originally awarded block or corrected (rerun) block, whichever is greater.
  - .03 Time-off requests that were not honoured in the original block, but are honoured in the corrected rerun block, will be allowed as a "drop - no credit", at pilot option, where reserve coverage exists. This is to be considered on a "net" basis. (If a generic request for SAT OFF results in 2 **SATs** worked on original block and 2 different **SATs** worked on corrected rerun, no entitlement to drop would exist.)
  - .04 Any pilot whose drop entitlement, as described above, is refused as a result of coverage shall have the flying performed on such day(s) treated and paid as a **draft** and the **draft** premium shall apply.
  - .05 A pilot **mis-awarded** reserve in lieu of a block, as determined by the **PBSC**, will be paid for the greater of his flying on reserve or the value of the block that should have been awarded. In the event that a determination of the correct block cannot be made due to discovery of programming errors, the pilot will receive the greater of his flying on reserve or the average of his last three (3) months. Where practical, a pilot at his option, may have any unused reserve days off rescheduled to days off that he would otherwise have been awarded, as identified by his corrected block.
- .07 Optional bank time drops will be made available on a monthly basis in accordance with the OPTIONAL BANK TIME AVAILABILITY FORMULA (see below).
- .01 Optional bank drop will be made available in an amount equal to the hours by which known pilot flying hour availability exceeds flying hours to be blocked x **1.25** (i.e., Flying x **1.25** - Pilots x **DMM** - Known Absences). The **PBSC**, through mutual agreement, may make additional optional bank drop time available.
- .08 Company paid flight displacements will be arranged for four (4) **ACPA** representatives, (to a maximum of twelve days total), in order to participate in the monthly block closing process until such time as the process is routinely monitored as "performing reliably with accuracy". Both Air

Canada and the Association are committed to developing a standardised approach that will automate all parameters and related aspects of the award.

.09 At the request of any member of the **PBSC**, a quarterly software vendor meeting will be arranged to provide an opportunity to review technical issues related to **optimizer** performance. Further meetings may be scheduled to take place with the mutual agreement of the **PBSC**.

.10 A modification and improvement fund of **\$35,000** per calendar year will be budgeted and under control of the **PBSC** to provide for ongoing enhancements to the PBS System. These funds will be available for use on mutually agreed items. Any unused portion of the annual **\$35,000** fund may be carried forward to a maximum value of **\$100,000**.

11. The PBS architecture will offer an option for pilots, on a voluntary basis, to bid their blocks from home. Any personal computer equipment, third party agreements and/or communication expense required to accommodate "home bidding" will be the sole responsibility of the pilot,

IN WITNESS **WHEREOF**, the parties have signed this Letter of Understanding this day of \_\_\_\_\_, 2000.

FOR: AIR CANADA  
ASSOCIATION

FOR: AIR CANADA PILOTS

\_\_\_\_\_  
R.G. Giguere

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D. Belhumeur

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M.J. Downey

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R. Hall

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P.J. Heinke

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R.B. Parnell

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C.L. Holmes

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J.W. Petrie

LETTER OF UNDERSTANDING NO. 47

between  
AIR CANADA  
and the

AIR CANADA PILOTS ASSOCIATION

AIR CANADA – PILOTS SHARE APPRECIATION PLAN

This Letter of Understanding sets out the terms and conditions of the Air Canada - Pilots Share Appreciation Plan

- L47.01** Air Canada will establish a Share Appreciation Plan effective within **90** days of the ratification of the collective agreement that commences April **2, 1998**.
- L47.02** Air Canada will place in this Plan, four **(4)** million share appreciation units with each unit having an initial value equivalent to seven dollars and fifty cents **(\$7.50)**.
- L47.03** The four **(4)** million share appreciation units will be granted to the pilot group in accordance with the following schedule:
- (a) two **(2)** million units will be granted to the pilot group unconditionally on the effective date of the Plan in **1998**;
- (b) up to one **(1)** million units will be granted conditionally to the pilot group within **30** days following the publication of the Company's **1999** and **2000** financial results in the years **2000** and **2001** respectively. The actual number of units granted will be calculated as follows:

Consolidated Operating Margin	Share Appreciation Unit Grant
less than 4.0%	0
4.0% - 5.0%	500,000
above 5.0%	1,000,000

Consolidated operating margin is defined as consolidated operating income divided by consolidated operating revenue expressed as a percentage.

Units that are not granted in one year are forfeited.

- L47.04** The share appreciation unit grant that is established under Section **47.03** will be shared with individual pilots in accordance with each pilot's pro-rata share of the total pilot wages,

For the initial grant in **1998** of two **(2)** million units, the period for which the pro-rata wage calculation will be made, is the January - August **1998** pay period.

For subsequent grants, the calendar year pay period will be used (Le. the calendar year **1999** for the grant in the year **2000** related to the results for **1999** and the calendar year **2000** for the grant in the year **2001** related to the results for calendar year **2000**).

- L47.05** The Company and representatives of **ACPA** will mutually agree on detailed eligibility rules for pilot participation in this Plan,

- L47.06** The Company and representatives of **ACPA** will determine the administrative procedures necessary for the establishment and maintenance of this Plan. The Company will be fully responsible for the ongoing administration of the Plan and the costs associated with such administration.
- L47.07** Eligible pilot participants in the Plan will receive individual share appreciation unit grants based upon the formula outlined in **47.04** above. The units thus granted will vest, or become exercisable, 6 months after the date of the grant.
- Share appreciation units are not transferable or assignable.
- L47.08** The exercise or redemption of individual share appreciation units will occur on the last business day of the month in which an individual pilot advises the Company of his intention to exercise or redeem share appreciation units. The value of the units to be redeemed will be based on the number of units being redeemed times the difference in the closing price of Air Canada common voting shares on the Toronto Stock Exchange on the redemption date and the initial value of the units as determined in **L47.02**.
- L47.09** The period over which share appreciation units granted under this Plan may be redeemed or exercised shall not exceed five **(5)** years from the date of the establishment of the Plan.
- L47.10** In the event that the common voting shares of the Company are subdivided, consolidated, converted or reclassified, there shall be an appropriate adjustment to the stock appreciation units grant size so as to maintain its original intent.
- L47.11** In the event that the Company establishes a share trust agreement for the purpose of supporting employee stock option plans, the share appreciation unit plan described herein will be converted to a pilot stock option plan. The terms and conditions of the stock option plan would provide equivalent value to the plan participants and may provide more beneficial tax treatment.

IN WITNESS **WHEREOF**, the parties have signed this Letter of Understanding this **1<sup>st</sup>** day of November, **1998**.

FOR: AIR CANADA  
ASSOCIATION

FOR: AIR CANADA PILOTS

\_\_\_\_\_  
**B.W. MacLellan**

\_\_\_\_\_  
**W.T. Jerrard**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**J-M. Bélanger**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**DE. Johnson**

LETTER OF UNDERSTANDING NUMBER **48**

BETWEEN  
AIR CANADA

AND

THE AIR CANADA PILOTS ASSOCIATION

EXTRA HOURS TO ADDRESS GROWTH OPPORTUNITIES

The purpose of this letter of understanding is to facilitate the pursuit of additional flying opportunities during the life of this LOU. This is an interim measure with the expectation to return to normal rules following implementation of these new flying opportunities,

**L48.01** Air Canada may increase the **DMM** up to **85** hours, by equipment and status, on the **A330/340** and the **B767** for a maximum of **12** block months commencing with the March **2000** block month.

**L48.02** Air Canada may increase the **DMM** up to **83** hours, by equipment and status, on the **B747-400, A319/320** and the **DC9** for **12** block months commencing with the March **2000** block month.

**L48.03** Air Canada may increase the **DMM** up to **82** hours, by status, on the **CRJ** for **12** block months commencing with the March **2000** block month.

**L48.04** The **DMM** for all positions will not be less than **81** hours for the life of this LOU.

**L48.05** All provisions of Article **17.02 (a) .02** to Article **17.02 (a) .11** will be in force during the life of this LOU. Article **17.02 (a) .08 & .09** and Section 9 of the Scheduling Rules will be amended only to give effect to the following changes:

- .01** Any make-up, drafted or reserve flying may not be awarded if the total block projection exceeds the Designated Monthly Maximum (**DMM**) plus Variable Flying Hours (**VFH**). This **DMM** plus **VFH** may only increase by up to two hours (**2:00**) as a result of irregular operations and/or block growth.
- .02** No pilot shall commence a pairing if the **DMM** has been met or exceeded, or if the total block projection is planned to exceed the Maximum **Mandatory** Block Projection (See Table Below).
- .03** Block Legalities Table

<b>DMM</b>	<b>VARIABLE FLYING HOURS</b>	<b>M/U, DRAFT OR RESERVE MAXIMUM</b>	<b>MAXIMUM MANDATORY BLOCK PROJ.</b>
<b>81</b>	<b>7</b>	<b>88</b>	<b>90</b>
<b>82</b>	<b>6</b>	<b>88</b>	<b>90</b>
<b>83</b>	<b>5</b>	<b>88</b>	<b>90</b>
<b>84</b>	<b>4</b>	<b>88</b>	<b>90</b>
<b>85</b>	<b>3</b>	<b>88</b>	<b>90</b>

- L48.06** At any time, twice during the life of this LOU, the Company may cash clear, by position, a pilot's bank at his option,
- L48.07** A **CMSC** review (**00-01**) must occur and subsequent bid must be posted no later than April **15, 2000**. This bid must reflect a minimum of **2222** system positions (increase of **93** to **99-02**) including a minimum increase of **18 A330/340** Captain positions. Any delay to this bid must be agreed to between the Association and the Company.
- L48.08** A **CMSC** review (**00-02**) must occur and subsequent bid must be posted no later than November **30, 2000**. This bid must reflect a minimum of **2249** system positions (increase of **27** to the minimum required in **00-01**). Any delay to this bid must be agreed to between the Association and the Company.
- L48.09** Air Canada will hire new pilots at a minimum cumulative rate of **14** per month, and advance the rate of training to higher rated positions.
- L48.10** Air Canada will make available as many additional summer vacation allotments as possible, but not less than **15% (12% in the case of the A330/340)**, rather than **10%** as described in Article **18**. If **crewing** needs permit, additional summer vacation allotments will be made available.
- L48.11** Air Canada will advise the Association within **10** days of any fleet acquisitions and/or significant changes to anticipated flying hours.
- L48.12** The provisions of Article **25.09.04** will not apply (with the exception of pilots who elect to **downbid**) on **CMSC** Bids **00-01** or **00-02** and pay associated with all interim activation dates will continue until the affected pilot is actually qualified in his awarded position.
- L48.13** In accordance with Article **14.04.08** the Association agrees to grant a waiver to **A330/340** simulator conversion training at the Toronto simulator-facility for the duration of this LOU under the following conditions:
- A pilot may only be assigned to a period that touches the hours between **01:01** and **06:59** with his agreement.
  - Check rides touching silent hours will only be at pilot discretion.
  - Any unsatisfactory assessment/failure associated with training or checking during silent hours will not be considered as such for the purposes of Article **14.05**.
  - In the case where two pilots are awarded the **A330/340** on the same bid from the same position and the junior pilot is trained first, the senior pilot will be paid **A330/340** rates as of the date of qualification of the junior pilot.
  - Affected pilots based in Toronto will be entitled to hotel accommodation upon request and an allowance of **\$11.50 (\$14.58 Effective April 2, 2000)** per day.
- L48.14** It is acknowledged that occasions occur where it can reasonably be understood that pilots will have to deal with the issue of fatigue. Fatigue must be responsibly addressed by all parties and requires pilot commitment to reasonable personal scheduling and management's commitment to provide relief from duty when required. Upon a pilot's request he will be relieved from duty via "Drop – No Credit" when fatigue is an issue. In such cases, timely notification of the requirement for relief is critical to the integrity of operations.

**48.15** This LOU will expire:

- On the completion of the February, **2001** block month; or
- If the Company fails to comply with **L48.07** and **L48.08**, without the consent of the Association; or
- Where a provision of any renewal agreement renders this LOU invalid; or
- If there is an external negative impact to the seniority of the pilots on the Air Canada Pilot System Seniority list in effect on the date of ratification of this LOU, unless **otherwise** mutually agreed between the Association and the Company; or
- Upon **60** days notification to the Association, by the Company, but no earlier ~~than~~ the end of the September **2000** block month.

Note: In the event this LOU expires prior to February **2001**, the **effective** date of cancellation will be no earlier than the end of the next block month.

**48.16** Provisions of the collective agreement are amended only to give effect to this LOU.

SIGNED AT \_\_\_\_\_ THIS \_\_\_\_ **DAY** OF, \_\_\_\_\_ **2000.**

FOR AIR CANADA

FOR **ACPA**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D. Belhumeur**

\_\_\_\_\_  
**M.J. Downey**

\_\_\_\_\_  
**R. Hall**

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**P.J. Heinke**

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**R.B. Parnell**

\_\_\_\_\_  
**CL. Holmes**

\_\_\_\_\_  
**J.W. Petrie**

LETTER OF UNDERSTANDING NO. 49  
between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

**A320/340 AUGMENT PILOTS**

In his report dated August 22, 2000 to the Company and the Association, Federally appointed Mediator Mr. S. Bruce Outhouse recommended that the trial period for the **A320/340** Augment Pilots not be **re-established**. Air Canada and the Association agree not to **re-establish** the trial period and further agree to delete Article 17.04.02.03 from the collective agreement.

For the record the following represents the provisions of Article 17.04.02.03 that were in place during the trial period and are now deleted from the collective agreement.

**A320 First Officers as A320-A340 Augment Pilots**

The following introductory working rules relate to the **utilization** of **A320** F/O as **A340** Augmentation Pilots. For identification purposes, such pilots shall be referred to as **A320-A340 Augmentors**. At the end of the trial period outlined in Article 17.04.02.03 C).01 the parties will meet for the purpose of replacing the trial period working conditions for the **A320-A340** Augment pilots. These permanent working conditions will be subject to the Associations ratification process prior to implementation.

- .01 Pilot Participation - For the trial period, up to eight (8) **A320 First Officers** may be **utilized** as **A340** Augment Pilots, subject to the following agreed conditions and working rules. The trial period shall last for one year from the qualification date of the first **A320-A340** Augmentor. Pilots who are the successful winners of an **A320-A340** Augmentor position shall commit to participate for the entire trial period.
- .02 Eligibility - In order to be eligible for the **A320-340** Augment position an **A320** First Officer must hold an **A320** First Officer position and have **sufficient** experience to meet the Transport Canada requirement for the short transition course **A320** to **A340**.
- .03 Selection -After posting and closing of the **A320-A340** Augmentor requirements, selection shall be made in seniority order only from eligible **A320 First Officers** who bid to participate in the program by submitting a letter in writing by the closing date and time indicating a bid preference and acceptance of the conditions detailed in Article 17.04.02.03 C).
- .04 Future Equipment Bidding - **A320 First Officers** selected for this program who are awarded another position on any equipment bid which occurs during the trial period will be given a delayed course and will be paid for the higher rated position as of his/her activation date. It is understood that **ACPA** agrees to this delayed course provision for the purposes of the trial period only due to the small number of pilots involved and due to the unique nature of the trial program. Upon completion of the trial period normal Article 25 provisions will apply.
- .05 Basing of Assignments - Although it is expected **A320 First Officers utilized** as **A320-A340 Augmentors** will be based at Toronto and Vancouver, the Company reserves the right to offer the assignments at any **A320** base as required to efficiently deploy the **A320-A340 Augmentors**.



- .06 **Vacation** - Volunteers for the **A320-A340** Augmentor program shall bid and take vacation subject to the normal rules for their Article **25** position as an **A320** First Officer. Vacation pay credits will be paid as per normal **A320** pilots vacation pay, plus **1/2** overseas pay.
- .07 **Training** - Available details of the **A320-A340** Augmentor initial and recurrent MOT - approved training program will be provided to **ACPA** at least two weeks prior to the posting of positions under .03 above. Any failure of pilots required to train to the **A320-A340** Augmentor position will be handled in accordance with the provisions of the Collective Agreement.
- .08 **Pay** - Pay will be in accordance with Article **17.04.02.03 A).04**; applicable **A320** First Officer rates plus applicable overseas credits.

**.09 Blocking Rules**

- .01 For the initial three months of this program the Company and the Association will agree on pairings that will be designated for those pilots qualified as **A320-A340 Augmentors** prior to release of the **A340** pairing package. Prior to the end of the three month period, the parties will review the pairing selection process and agree on how such pairings will be selected in future months.
- .02 On a monthly basis, and prior to the closing of **A320** First Officer blocks, **A320-A340** Augment pairings will be assigned to qualified **A320-A340 Augmentors** in order of seniority and preference.
- .03 Each **A320-A340** Augmentor will be required to select a minimum of one **A340** pairing per month subject to available flight time limitations.
- .04 Each **A320-A340** Augmentor may operate up to a maximum of two pairings per month, providing, at the time of the award of the pairing, the total **A340** flying credits over a two month period does not exceed the average of the designated monthly maximum over the same two month block period (e.g.: May **80** hours, June **78** hours = average **79** hours = **79** hours maximum **A340** flying credit for two months at award of pairing.
- .05 After the selection of **A320-A340** Augmentor flying is completed, each pilot will be eligible for a normal **A320** PBS award for available days and block credits up to the **A320 DMM** in accordance with normal blocking rules.
- .06 An **A320-A340** Augmentor who holds a reserve selection on the **A320** may operated up to two **A340** pairings per month while on reserve subject to the two-month average limit.
- .07 An **A320-A340** Augmentor may be drafted subject to normal draft rules and subject to the maximum two pairings per month and the two month average limitation.

- .08 .01 An **A320-A340** Augmentor who requests pay protection as a result of lost flying on the **A340** may be **utilized** on any **A320** pairing or **A340** augmentation/relief pairing subject to normal pay protection rules and subject to the maximum two pairings per month and the two month average limitation.
- .02 An **A320-A340** Augmentor who requests pay protection as a result of lost flying on the **A320** may be **utilized** on any **A320** pairing only subject to normal pay protection rules.
- .09 **Pre-selection** of open time and make up on either aircraft is permitted subject to the normal rules and to the maximum two pairings per month and the two month average limitation.

**.10 Flight Deck Duties**

- .01 An **A320-A340** Augmentor will not be permitted to perform takeoffs or landings in the **A340** Aircraft nor be permitted to occupy the Captain or First Officer seat for takeoff or landing. He will be considered qualified to perform all other functions and duties of an Augmentation Pilot as detailed in Article **2.27**.
- .02 In-flight relief by an **A320-A340** Augmentor will be managed and permitted only when a fully qualified **A340** Captain or **A340** First Officer is occupying the other seat.

IN WITNESS WHEREOF, the parties have signed this Letter of Understanding this            day of  
, 2000.

FOR AIR CANADA

FOR AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
R.G. Giguere

\_\_\_\_\_  
D. Belhumeur

\_\_\_\_\_  
M.J. Downey

\_\_\_\_\_  
R. Hall

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P.J. Heinke

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R.B. Parnell

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C.L. Holmes

\_\_\_\_\_  
J.W. Petrie

**LETTER OF UNDERSTANDING NO. 50**

between  
**AIR CANADA**  
and the  
**AIR CANADA PILOTS ASSOCIATION**

**PROCEDURE FOR COMPLETING CREW COMPLEMENT**

This letter of Understanding sets out the procedures for completing a simulator crew complement.

**L50.01** The simulator planner will maintain a list of volunteers that are willing to complete a simulator crew complement. This list will be available to pilots at all bases. The simulator planner will normally call volunteers from the base where the simulator is located and secondly from other bases, in order of seniority where practicable, in order to complete the crew complement assignment. Pilots who volunteer from other bases will be entitled to **PY1/J10** priority passes in accordance with **LOC 14**, pay as outlined in Article **14.03.01**, and applicable hotel accommodation and expenses. Travel credits will not apply.

**L50.02** If the simulator planner is unable to provide a volunteer, Crew Scheduling will award to Make-Up then to Reserve in order of **seniority** subject to the following:

- 1) The junior legal Reserve pilot will be alerted for the **SIM** assignment subject to a more senior reserve pilot accepting same.
- 2) No Reserve pilot may be forced out to cover a simulator more than once per block month provided there is a more senior reserve pilot available who has **not** been forced out to cover a **SIM** session in the same block month.
- 3) If a Reserve pilot is not available due to operational requirements, an Air Canada **AFI, ACP**, or permanent management pilot may be assigned.
- 4) If a Reserve pilot is not available due to operational requirements and an Air Canada **AFI, ACP**, or a permanent management pilot is not available, the **SIM** period may be covered with a contract instructor, for training purposes only, subject to the concurrence of the pilot being trained.

**L50.03** All **SIM** assignments will be subject to the approval of the Chief Pilot -Training or his designate.

IN WITNESS WHEREOF, the parties have signed this Letter of Understanding this      day of  
, 2000.

FOR: **AIR CANADA**

FOR: **AIR CANADA PILOTS ASSOCIATION**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D. Belhumeur**

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**M.J. Downey**

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**R.D. Hall**

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**P.J. Heinke**

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**R.B. Parnell**

\_\_\_\_\_  
**C.L. Holmes**

\_\_\_\_\_  
**J.W. Petrie**

between  
AIR CANADA  
and the  
AIR CANADA PILOTS ASSOCIATION

## Preamble

The ~~parties~~ agree to the following general principles and **considerations**:

- For operations related to LCC, conditions of the current Collective Agreement will be amended as follows:

- LOU 51 -1

- .09 Block Growth and Legalities
  - .01 Block Growth: **85 – 90** Hours mandatory
  - .02 Last Pairing: Air Canada rules,
- .10 Reserve Assignment Low Reserve assigned -with provisions, no right of refusal.
  - .01 Assignment of Flying
 

The low time pilot will be assigned **max** flying unless the flying assigned is planned to operate through a designated Guaranteed **48** hours. Flying which may be planned to operate through any other **48/72/96** hr. off duty period may be reassigned by the Company to the low time pilot whose designated off duty periods will not be interfered with.
  - .02 In the event two or more pilots are projected with the same flight time credits, flying will be assigned at Company discretion.
- .11 **MMG** and Pay Protection
  - .01 **MMG** will be the same as mainline **MMG** associated with **85** hour **DMM**
  - .02 The awarded block will be pay protected with no limitations on reassignment window and no right of refusal for assigned Pay Protection up to original block with no increase to number of days worked.
- .12 Training **2:50** / day Flight Time Credit for Training (blockholder and reserve)
  - .01 Company can **pre-select** up to a maximum of **10%** of flying hours prior to block awards (this time will only be used as necessary for training and checking).
- .13 **Deadheading** All deadheading will be at  $\frac{1}{2}$  pay and  $\frac{1}{2}$  credit.
- .14 Incentive Pay All pay credits beyond **85** hours in a given month will attract a **50** % premium.
- .15 Pay Hourly Flat Pay Captains & First Officers at **92%** of comparable (**B737**) mainline rates.
  - .01 The pilot's monthly flight time credits will be calculated as the pilot's actual flying credits plus any vacation and/or training credits, OR, by multiplying the total number of duty periods worked during the month times 4 hours plus any vacation and/or training credits, whichever is the greater.
  - .02 The pilot's monthly pay will be calculated based on the total monthly flight time credits as calculated in **L51.15.01**, OR, minimum monthly guarantee, whichever is greater.
- .16 Bidding **Rights** Pilots will move to and from the **LCC** using the basic provisions of Article **25** with exceptions and modifications as detailed below:
  - .01 The parties will rate the positions of **LCC** Captain and **LCC** First Officer in the appropriate order under Article **25.01.02**.
  - .02 No pilot will be frozen from bidding a position at the **LCC** with the exception of pilots who have transferred from the **LCC** within the past **36** months. Notwithstanding this, any pilot who is unable to hold a position within the mainline will be entitled to force reduce to an **LCC** position, in accordance with their seniority.
  - .03 Training & Bid freezes will be applied in accordance with the following:
    - .01 Any Air Canada Pilot qualifying during the initial start-up period (**18** months following receipt of **LCC** Operating Certificate) will be frozen for **36** months from their date of qualification at **LCC**.

- .02 Any Air Canada Pilot qualifying ~~after the~~ initial start-up period (18 months following receipt of LCC Operating Certificate) and new hires will be frozen for 48 months from their date of qualification at LCC.
- .03 Pilots who do not require aircraft conversion or upgrade training will be frozen for 24 months from their date of qualification at LCC.
- .04 Any pilot who is "Force Reduced" ~~will~~ is status at the LCC will be released from their associated LCC freeze and allowed to return to the mainline in accordance with their seniority.
- .05 All freezes calculated under the LCC provisions will be from date of initial qualification or activation date at LCC.
- .04 Movement between positions within the LCC will be based on needs of the LCC while respecting general provisions of seniority. Other than for movement between the mainline and LCC, the general provisions of Article 22 will not apply.

#### Duration and Re-negotiation of Working Conditions

- .17 Notwithstanding the duration contained in Article 36 this LOU will continue beyond the expiration of this Collective Agreement with full force and effect until April 2<sup>nd</sup>, 2008.
- .18 Pay ratio as determined in L51.15 shall not be subject to renegotiation.
- .19 On December 31st, 2004, the working conditions will become renewable. No later than July 1st, 2004, the parties will meet for the purposes of negotiating the renewal of these working conditions subject to the basic principles outlined in this LOU.
- .20 In the event the parties are unable to reach an agreement to renew the working conditions, the parties will submit the unresolved working conditions to interest arbitration no later than September 30th, 2004 under the following terms:
  - .01 The arbitrator will establish the unresolved LCC working conditions on the basis of the principles established in this LOU and on the basis of working conditions applicable at other Canadian low cost carriers.
  - .02 In no event shall the arbitrator establish a LCC working condition less favorable to the pilots than the LCC working conditions in effect when the working conditions were submitted to the interest arbitration.
  - .03 The interest arbitration proceeding will commence no later than October 31, 2004 and the proceeding will be concluded no later than November 30, 2004. Unless mutually agreed by the parties, the arbitrator will render his decision no later than December 31, 2004.
  - .04 The renewed working conditions will become effective as of December 31, 2004, except where a reasonable time period is required to implement such changes, and will continue with full force and effect until December 31<sup>st</sup>, 2008.
  - .05 The arbitrator's decision will be final and binding on the parties and the costs of the arbitrator will be shared equally between the parties.
  - .06 Neither party will resort to any strike/lockout activities during the term of this LOU. However, it is understood that the LCC will suspend its operations during any legal strike of the Air Canada Pilots at the mainline.

IN WITNESS WHEREOF, the parties have signed this Letter of Understanding this                      day of                      . 2000.

For: AIR CANADA

For: AIR CANADA PILOTS ASSOCIATION

R.G. Gigure

D. Belhumeur

M.J. Downey

R.D. Hall

P.J. Heinke

R.B. Parnell

C.L. Holmes

J.W. Petrie

**LETTER OF INTENT**  
**Between**  
**AIR CANADA**  
**And**  
**AIR CANADA PILOTS ASSOCIATION**

**CLARIFICATION TO LOU 51-LOW COST CARRIER (LCC)**  
**EXCERPTS FOR WORK RULES AND CONDITIONS**

WHEREAS the parties recognized during negotiations the need for further discussion and agreement on the application of the provisions contained in LOU 51; and

WHEREAS the parties met on November 22, 2000 to resolve outstanding issues arising from the implementation of LOU 51;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The LCC is scheduled to ~~operate~~ daily ~~operate~~ out of Vancouver (YVR) and Hamilton (YHM) airports. This will not ~~preclude~~ the Company for ~~changing~~ the operations to Toronto (YYZ) or Abbotsford (YXX) airports in the future.
2. LCC positions in Vancouver (and Abbotsford if applicable) will be included in the YVR base statistics. LCC positions in Hamilton and Toronto if applicable) will be included in the YYZ base statistics.
3. The base at YHM will ~~operate~~ as a 'co-base' to the YYZ base. If the Company changes the YVR operations to YXX, then the YXX base will operate as a 'co-base' with YVR base. For this purpose the following shall apply:
  - a. If an LCC pilot commences his pairing in YYZ and completes it in YHM, the pilot shall be entitled to pay and credits of forty minutes (00:40) to account for travel time from YHM to YYZ. The Company shall also provide expeditious transportation for the pilot from YHM to YYZ.

In the event YXX is a base and the pilot commences his pairing in YVR and completes it in YXX, the pilot shall be entitled to sixty (00:60) minutes pay and credits to account for travel time from YXX to YVR. The Company shall also provide the pilot with expeditious transportation from YXX to YVR.
  - b. If an LCC pilot commences his pairing in YHM and completes it in YYZ, the pilot shall be entitled to pay and credits of forty minutes (00:40) to account for travel time from YYZ to YHM. The Company shall also provide expeditious transportation for the pilot from YYZ to YHM.

In the event YXX is a base and the pilot commences his pairing in YXX and completes it in YVR the pilot shall be entitled to sixty (00:60) minutes pay and credits to account for travel time from YVR to YXX. The Company shall also provide the pilot with expeditious transportation from YVR to YXX.
  - c. If an LCC pilot commences and completes his pairings at YYZ, the pilot shall be entitled to pay and credits of forty minutes (00:40) each way to account for travel time to and from YYZ. The pilot shall also receive a travel allowance of seventeen dollars (\$17.00) to cover travel costs. This allowance shall also be paid if an LCC pilot is required to travel to YYZ for training in accordance with Article 14.



In the event **YXX** is a base and an **LCC** pilot commences and completes his pairings at **YVR**, the pilot shall be entitled to pay and credits of sixty minutes **(00:60)** each way to account for travel time to and from **YVR**. The pilot shall also receive a travel allowance of seventeen dollars **(\$17.00)** to cover travel costs. This allowance shall also be paid if an **LCC** pilot is required to travel to **YVR** for training in accordance with Article **14**.

- d. Pilots shall be provided parking in accordance with the Company's current parking policy..
4. The number of system line pilots at **LCC** will be used in the calculation of the number of system line pilots to determine growth flex pursuant to Article **17.02** (a) **.01(I)** of the collective agreement.
  5. For purposes of Article **25.01.02** of the collective agreement, **LCC** Captain shall be the junior Captain position and **LCC** First Officer shall be the junior First Officer position,
  6. In the event pilots are forced reduced to **LCC** positions pursuant to Article **25**, the parties shall establish a joint committee made up of equal number of representatives to meet and resolve the issue of how pilots will be accommodated for travel time and expenses associated with being force reduced to **LCC**. Failing agreement, the parties will appoint an arbitrator pursuant to Article **30** of the **collective** agreement to resolve any and all outstanding issues related to the accommodation for travel time and expenses.
  7. A joint committee made up of an equal number of representatives of the Association and the Management of **LCC** will be established to discuss issues relating to the start up of the new carrier.
  8. This Letter of Intent is established only to clarify the provisions of LOU **51** on the subject matters contained herein.

IN WITNESS WHEREOF, the parties have signed this Letter of Intent this            day of           , **2000**.

FOR AIR CANADA

FOR AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D. Belhumeur**

\_\_\_\_\_  
**M.J. Downey**

\_\_\_\_\_  
**R.D. Hall**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**R.B. Parnell**

\_\_\_\_\_  
**CL. Holmes**

\_\_\_\_\_  
**J.W. Petrie**

**LOC 2 – PASSES FOR DEADHEAD TRAVEL**

January **29, 1997**

Captain **D.** Johnson  
Chairman, **MEC**  
Air Canada Pilots Association  
**5915** Airport Road, Suite **320**  
**Mississauga**, Ontario  
**L4V 1T1**

Dear Captain Johnson:

The Company will provide First Class Positive Space passes for Captains and Economy Positive Space passes with move-up privileges to First Class for First Officers, Second **Officers** and Relief Pilots when deadheading for flight duty or returning to home base after flight duty.

Yours truly,

Wayne **MacLellan**  
Vice President, Flight Operations

**LOC 8 -INVOLUNTARY ASSIGNMENT OF PILOTS**

January **29, 1997**

Captain **D. Johnson**  
Chairman, **MEC**  
Air Canada Pilots Association  
**5915** Airport Road, Suite **320**  
**Mississauga**, Ontario  
**L4V 1T1**

Dear Captain Johnson:

The Company agrees with **ACPA** that the involuntary assignment of pilots is not desirable and wishes to avoid it whenever possible.

Further to this, it is agreed that, when annual pilot staffing requirements are determined, the involuntary assignment of pilots to flights will not be used in these calculations.

The Company will also make every possible effort on an ongoing basis to **minimize** involuntary assignments.

Yours sincerely,

Wayne **MacLellan**  
Vice President, Flight Operations

**LOC 9 – SCHEDULED PAIRINGS**

January **29, 1997**

Captain **D. Johnson**  
Chairman, **MEC**  
Air Canada Pilots Association  
**5915** Airport Road, Suite **320**  
**Mississauga**, Ontario  
**L4V 1T1**

Dear Captain Johnson:

The following is the text of a letter between **CALPA** and Air Canada signed on February **5, 1981**. We agree that this letter continues to be effective between **ACPA** and Air Canada to the extent it was effective between **CALPA** and Air Canada.

"The following reflects my understanding of our agreement on Scheduled Pairings.

Scheduled Pairings as defined in **17.04** will be reflected in the monthly blocks and will not be changed after the blocks have been awarded, except for charter operations (and supporting flights) and/or schedule revisions.

Changes which affect these Pairings on a day to day basis will be subject to Sections **8, 9, and 10** of the Scheduling Rules.

**NOTE:** Schedule revisions refers to any change to Air Canada's published passenger or freighter schedules, including supporting ferry flights and/or second sections.

I trust the above is agreeable to you.

Yours sincerely,

Wayne **MacLellan**  
Vice President, Flight Operations

**LOC 14 – PILOT TRAVEL PRIORITY FOR TRAINING**

January **29, 1997**

Captain **D. Johnson**  
Chairman, **MEC**  
Air Canada Pilots Association  
**5915** Airport Road, Suite **320**  
**Mississauga**, Ontario  
**L4V 1T1**

Dear Captain Johnson:

This will confirm our understanding concerning pilot travel for training purposes,

Pilots will be provided with **PY1/J10** priority passes when travelling for training.

Yours truly,

**R.M. Tritt**  
Director, Labour Relations

cc: Vice President, Flight Operations - **ACC Dorval 274**

**LOC 15 – PASS PRIORITIES**

January **29, 1997**

Captain **D. Johnson**  
Chairman, **MEC**  
Air Canada Pilots Association  
**5915** Airport Road, Suite **320**  
**Mississauga**, Ontario  
**L4V 1T1**

Dear Captain Johnson:

This will confirm the following pass priorities have been agreed to:

- Space available passes issued in conjunction with Base transfers will be a '**D**' priority.
- Positive Space passes issued in conjunction with a Company paid move will be priority **PY1/Y10**.
- Pilots entitled to positive space passes as a result of not being trained/transferred by the posted activation date will be issued **PY1/J10** priority pass.

Yours truly,

**R.M. Tritt**  
Director, Labour Relations

cc: Captain **B.W. MacLellan** -Vice President, Flight Operations

**LOC 17 – RELATIONSHIP WITH REGIONAL AIRLINES**

January 29, 1997

Captain **D. Johnson**  
Chairman, **MEC**  
Air Canada Pilots Association  
**5915** Airport Road, Suite **320**  
**Mississauga**, Ontario  
**L4V 1T1**

Dear Captain Johnson:

The following is the text of a letter between **CALPA** and Air Canada signed on May **20, 1987**. We agree that this letter continues to be effective between **ACPA** and Air Canada to the extent it was effective between **CALPA** and Air Canada.

"Air Canada hereby agrees to enter into negotiations with the Association pursuant to the appropriate notice under the Canada Labour Code for the purpose of negotiating issues which may be relevant to Air Canada's relationship with Air Ontario, Austin Airways and Air B.C., as the case may be."

Yours truly,

**R.M. Tritt**  
Director, Labour Relations

cc: Vice President, Flight Operations - **ACC Dorval 274**

November 1, 1998

Captain D. Johnson  
ACPA Negotiating Chair  
Air Canada Pilots Association  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T7

Dear Captain Johnson:

In the event the Company is unable to meet the time requirements outlined in Article 34.11.03, it is agreed that **ACPA** will be advised within fourteen (14) days of the signing of the Collective Agreement, and in consequence **ACPA** will arrange for the printing and distribution of the new Collective Agreement (English Version only). The Company agrees to assume reasonable costs related to this printing and distribution.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations



**LOC 40 -TOP-UP BENEFITS ON GROUNDED RETIREMENT**

August 12, 2000

Captain **R.Parnell**  
Chair, **ACPA** Negotiating Committee  
Air Canada Pilots Association  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

Dear Captain **Parnell**:

This letter will confirm that upon ratification of the Collective Agreement the following four (4) individuals will be covered **retro-actively** under the provisions of Article 26.04.11 -Top-Up of Benefits on Grounded Retirement.

Name	Emp.# Retirement Date
Stephen <b>C. Steele</b>	<b>#86680</b> November 1, 1998
Michael <b>McGrath</b>	<b>#62000</b> September 1, 1998
Paul <b>E. Jensen</b>	<b>#48052</b> June 1, 1997
Murray <b>Haines</b>	<b>#38628</b> February 1, 1997
Barry Hill	<b>#43330</b> July 31, 1998

Yours truly,

**P. J. Heinke**  
Senior Director, Labour Relations

**LOC 41 -AUGMENTATION – A340 AIRCRAFT – DESIGNATED ONE (1) “J” CLASS SEAT**

August 28, 2000

Captain Raymond Hall  
MEC Chairman  
Air Canada Pilots Association  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

**Re: Augmentation – A340 Aircraft – Designated one (1) “J” Class Seat**

Dear Captain Hall:

This letter will confirm that when the one (1) designated augmentation “J” Class seat on A340, as detailed in Article 17.04.02.01.01.01 (Effective January 1, 2002, Article 17.04.01.12.01), is required for a full revenue passenger, this seat will be ~~sold last and~~ only to a revenue “J” Class passenger.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations

**LOC 42 - TOP-UP PAYMENT OF INSURED MEDICAL SERVICES**

August 29, 2000

Captain Raymond Hall  
**MEC** Chairman  
Air Canada Pilots Association  
**5915** Airport Road, Suite **510**  
**Mississauga**, Ontario  
**L4V 1T1**

**Re: Top-Up Payment of Insured Medical Services**

Dear Captain Hall:

This letter will confirm that the Company will cover the difference between the amount paid under any provincial plan and the benefit that would otherwise be payable pursuant to the Supplementary Health Insurance Plan, for chiropractic, osteopathic, naturopathic, and podiatry services. This special undertaking is not extended to any other benefit under the plan.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations

**LOC 43 - LONG-TERM EMPLOYEE STOCK OWNERSHIP COMMITTEE**

August 11, 2000

Captain Raymond Hall  
**MEC** Chairman  
Air Canada Pilots Association  
**5915** Airport Road, Suite **510**  
**Mississauga**, Ontario  
**L4V 1T1**

**Re: Long-Term Employee Stock Ownership Committee**

Dear Captain Hall:

The Company agrees to establish a joint Long-Term Employee Stock Ownership Committee. The committee will consist of two **(2)** representatives of senior management and two **(2) ACPA** representatives, with a mandate of developing options involving long-term employee stock ownership.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations

**LOC 44 – CONTRACTED SIMULATOR TRAINERS**

March 14, 2000

Captain **R. Parnell**  
ACPA Negotiating Committee Chairman  
Air Canada Pilots Association  
5915 Airport Road, Suite 320  
Mississauga, Ontario  
L4V 1T1

Dear Captain **Parnell**:

This is to confirm that the parties agreed to delete **LOC 31 – Use of Contracted Simulator Trainers** in this round of Collective Bargaining.

Notwithstanding the above, the Company reserves its right to **utilize** contract **personnel** for training in the full flight simulator

Yours sincerely,

**P.J. Heinke**  
Senior Director, Labour Relations

**LOC 45 – MEDICAL SERVICES FOR NON-RESIDENTS**

July 10, 2000

Captain Raymond Hall  
**MEC** Chair  
**Air** Canada Pilots Association  
**5915** Airport Road, Suite **510**  
**Mississauga**, Ontario  
**L4V 1T1**

Dear Captain Hall:

This letter will confirm the applicability of Company Insurance and Benefit Plans as they relate to Air Canada pilots residing outside of Canada.

Basic hospital and medical expenses for pilots residing outside of Canada i.e., standard ward hospital accommodations and related services, as well as **physician's** fees, are not covered by the Air Canada Health Plan,

Pilots residing outside of Canada are **eligible**, based on the current cost in Ontario with the applicable "maximums", for all other services described in the Health section of the Employee Handbook. Eligible expenses under the Air Canada Health Plan are: private or **semi-private** hospital room, ambulance, hearing aids, diabetic supplies, medical services and supplies, surgical brassieres or camisoles, **orthopedic** boots or shoes, physiotherapy, drugs requiring a written prescription, prescribed drugs to eliminate the use of tobacco, services of a **qualified** psychologist, nursing services and speech therapy.

Vision care coverage for prescribed lenses and frames and contact lenses is the same as coverage for pilots residing in Canada with expense amounts being payable in Canadian dollars.

The Dental Plan reimburses eligible dental expenses, as described in the Dental Section of the Employee Handbook, subject to certain "maximums", in Canadian dollars based on the current Ontario dental fee guide.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations

**c.c.** Manager, Benefits Programs

## APPENDIX "A"

Between

AIR CANADA

-and=

AIR CANADA PILOTS ASSOCIATION

### Re: Article 30.12.02

1. Pursuant to the provisions of Article **30.12.02** of the Collective Agreement, the following persons are named as arbitrators to hear expedited arbitrations:

Mr. Kevin **Burkett**  
Mr. Claude **H. Foisy**  
Mr. Rob Herman  
Mr. William Kaplan  
Mr. David **H. Kates**  
Mr. **Brian** Keller  
Mr. Ron **Keras**  
Ms Debra Leighton  
Mr. Morton **G. Mitchnick**  
Ms. Kathleen **G. O'Neil**  
Mr. Dana Randall

2. The list will be amended when and as **required**, in accordance with Article **30.12.13**.
3. This Appendix is attached to and forms part of the Collective Agreement that expires April **1, 2004**.

IN WITNESS WHEREOF, the parties have signed this Appendix this    day of **,2000**.

For: Air Canada

For: Air Canada **Pilots Association**

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D. Belhumeur**

\_\_\_\_\_  
**M.J. Downey**

\_\_\_\_\_  
**R. Hall**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**R.B. Parnell**

\_\_\_\_\_  
**CL. Holmes**

\_\_\_\_\_  
**J.W. Petrie**

AIR CANADA

PILOT SCHEDULING RULES

EFFECTIVE APRIL 2, 2000 -APRIL 1, 2004



## AIR CANADA PILOT SCHEDULING RULES

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## Scheduling Rules -Foreword

In accordance with Article ~~34~~ **06** of the Agreement, the Scheduling Rules **will** be amended as **part** of negotiations. The **wording** for these changes will be developed at the same **time this** is being done for the required Collective Agreement changes.

Additions or modifications to previous rules are identified by a bar in the margin **alongside** the revision; editorial changes by Agreement • are not specifically identified.

Those paragraphs shown throughout in boxed fashion are excerpts from the **Pilot's** Agreement or Company Manuals and are Included for information purposes only, and do not form part of the scheduling rules

## SECTION 1 -INTRODUCTION

At the time of negotiating the Pilots Agreement effective August 1, 1956, it was agreed between the Association and Company representatives that it would not be feasible to include in the Agreement all the procedures and working rules governing the Air Canada Pilot Scheduling System. Nevertheless the majority of day-to-day scheduling procedures are enclosed herein, and are subject to change by mutual agreement. The Agreement, however, shall remain the master document and, where conflict exists, the Agreement shall prevail over the Scheduling Rules. The Agreement, of necessity, normally contains only those basic policies applicable to pilot scheduling which must be adhered to and are not subject to change except through the process of negotiations at the expiry of the Agreement. These Procedures and Rules cover the application of the Agreement and any changes thereto are subject to agreement by the Association and the Company.

## SECTION 2 - OBJECTIVE

The objective of the Air Canada Pilot Scheduling System is to provide the best possible working conditions for the pilots at each base with due regard to seniority and consistent with the necessary operational requirements and economy. The best way to achieve this objective is to provide, where possible, the maximum amount of flying and the minimum amount of ground time in the basing of flights.

Air transportation is a complex business. In addition to irregularities which result from weather and aircraft maintenance, the situation is made more complex by the high standard of pilot competency which must be maintained on the various types of equipment and routes operated by the Company. Another problem is the seasonal schedule changes.

These factors make it extremely difficult to completely stabilize working conditions for flight crews. It is believed, however, that a close and cooperative working relationship between Flight Operations supervisors both at Base and Headquarters levels, and the Base and Pilots' Master Scheduling Committee, results in a sound and mutually satisfactory Pilot Scheduling System.

All of the rules and procedures contained herein have been agreed with the accredited representatives of the Company and the Association. They will be applied uniformly at all pilot bases in order to maintain consistency in pilot scheduling across the system. In view of the many factors involved, it does not appear feasible to have a specific rule to cover every situation which may arise and in the final analysis we must rely on sound judgment in meeting any particular situation. If it is found that any of the rules require change, or alternatively, additional rules should be adopted, such changes or additions will be agreed to by the Company and the Association.

The Crew Scheduling function in this system is an extremely important one. An educational program has been and will continue to be conducted to ensure that Crew Scheduling personnel have a complete and thorough understanding of the Agreement and Scheduling System. The objective must be to avoid interruption of service wherever possible and this is one of the important responsibilities of Crew Scheduling personnel. Another vitally important aspect of a Crew Scheduler's job is to understand the pilot's point of view, while taking into consideration the operational requirements. A proper and cooperative relationship between pilots and Crew Scheduling personnel is an invaluable asset, and it is assumed that both groups will do their utmost to this end. Flight Supervisors can do much towards achieving this relationship.

### SECTION 3 - BASIC PILOT SCHEDULING SYSTEM

- 3.01 The Air Canada Pilot Scheduling System provides means whereby each pilot at a base will be entitled to select a block of flying or reserve duty assignment in accordance with his bid status at the base, seniority, route and equipment competency for each **blocking month**.
- 3.02 Flight Operations Headquarters shall be responsible for the manning of each pilot base and the allocation of outgoing and incoming flights to be covered by each base. In the **pairing** of outgoing and Incoming flights, the objective will be to provide the maximum flight time and minimum ground time consistent with operational practicability and protection, and compliance with the duty periods and rest periods specified in Article 17 of the Agreement. Flight and Duty Time Guarantees are now becoming a larger proportion of pilot costs and are cutting into pilot **utilization**. It is **recognized** that the Company's responsibility, wherever practicable, is to **minimize** the costs of guarantees by **flight pairings** and **sequencing** of flight pairings in accordance with **Article 17**.
- 3.03 Where an improvement in **pilot working** conditions or operational coverage will result, changes in the **allocation** or **pairings** of flights may be made by Flight Operations Headquarters upon **receipt** of recommendations from the Chief Pilot on the **applicable** equipment. Any changes suggested by the base Pilot Scheduling **Committee** should be referred to the **Chief** Pilot, for **consideration** prior to submission to **Flight Operations** Headquarters.
- 3.04 In the interest of **consistency** in pilot scheduling, changes in flight pairings should not be made without **prior** approval of **Flight Operations** Headquarters.
- 3.05 In order to **quickly** and **effectively identify** and resolve problems that **arise** relating to pairings and/or **routings**, **representatives** of the Association and the Company will confer on a routine monthly basis.

If agreement cannot be reached, then the **M.E.C.** Scheduling Chairman will meet with the Director, Flight Operations Strategy & Systems to resolve such problems

## SECTION 4 – BLOCK PREPARATION, BIDDING AND AWARDING

### 4 01 PREPARATION

- 01 Flight Operations shall **issue** a **bid** package to all **pilots** or **monthly pairings** for the next **bid** period. The **bid** package shall **contain** the following
  - .01 The **closing time** and date when **pilots** must have their **preferential bids** entered **into** the preferential bidding system
  - 02 A list of all **pilots** by status at the base **eligible** to **bid**, along with their seniority numbers, **vacation** or **training** dates, as **well** as the names and **seniority** numbers of any Permanent Management **Pilots**, **Acting** Check Pilots or **Acting** Flight Instructors **bidding** at that base **in** that **bid** period
  - 03 **Monthly pairings**

### 4 02 BIDDING

- 01 **Bid** preferences must be **input** to the system no later than the closing time and date was indicated on the **bid** package. The closing time and date shall be between the **20th** and the **25th** of the month. This time frame may be further reduced by mutual agreement after **discussion** between the Company and the Association.
- 02 A pilot **transferring** into a base on or before the first of the month may submit a **bid** preference by the closing time and date for blocks at his new base
- 03 ACPA shall be **advised** of the bidding rotation by status for the year of all Permanent Management **Pilots**, **Acting** Check **Pilots** and **Acting** Flight Instructors no later than January 31<sup>st</sup>. Permanent Management **Pilots**, **Acting** Check **Pilots** and **Acting** Flight Instructors may not **submit** another **bid** preference until all other Permanent Management **Pilots**, **Acting** Check **Pilots** and **Acting** Flight Instructors on that equipment and in their status have **bid**.
- 04 **Standing/Default bid** - A pilot may keep a **standing** default **bid** in the bidding system **which** will indicate his preferences in the event no **bid** is recorded
- 05 Blockholders **with** overlap flying into the new month will have these overlap credits **considered** as part of his next month's block projection. This overlap flying, may be **subject** to change due to pairing and schedule revisions etc and are not **considered** as part of the pilot's new month until actually awarded. These overlap **pairing** and schedule revisions cannot extend beyond the calendar day of the original home base arrival time prior to the overlap change.



#### 4.03 AWARDING

- .01 Monthly blocks will normally be constructed between seventy-two hours (72:00) and seventy-eight hours (78:00) however in no case no less than the monthly minimum guarantee of sixty-six hours (66:00). During any month, the designated monthly maximum is other than seventy-eight hours (78:00), the blocks will normally be constructed in a range from the designated monthly maximum minus six hours (6:00) to the designated monthly maximum. Should the preferential bid system be unable to produce the optimum number of blocks, the Company may reduce the total block projection minimum below seventy-two hours (72:00) E.g. (70:00 - 78:00). Blocks must conform to the provisions of Article 17
- .02 Block preferences which have been submitted by the closing time and date shall be awarded in the following order: (Block preferences shall be awarded to Permanent Management Pilots, Acting Check Pilots and Acting Flight Instructors in order of system seniority in their status).

##### Captain Assignments

In order of base seniority and valid route and equipment competency for the assignment from pilots holding Captain status at the base. (Route competency not required for Reserve assignment).

##### First Officer Assignments

In order of base seniority and valid route and equipment competency for the assignment, from pilots holding First Officer status at the base. Pilots holding Captains status and First Officer status who are completing transition and/or upgrade training and require Line Indoctrination training may also bid in order of base seniority subject to the provisions below. (Route competency not required for Reserve assignment)

- 1 A Captain or First Officer in training, may be allowed to bid for flying on his own base, exclusively with an LITC, during the monthly PBS bid he is expected to qualify for line Indoctrination training. When the pilot is transferring to a new base, the pilot may bid at the new base.
- 2 These Captains and First Officers may be awarded flying during a fifteen (15) day period in the First Officer status, exclusively with an LITC, commencing on the third day after the expected completion of his simulator and airborne (if required) qualification check.
- 3 PBS will award this flying in seniority order for a minimum number of legs as follows

Captains B747/All types, A-330/340 - 4 legs, B767, A-319/320, DC9 6 legs, CL 65 - 8 legs

First Officers B747/All types, A-330/340, B767 4 legs, A 319/320, DC9 6 legs, CL 65 - 8 legs

Where the pilot in training is new to the status, (Captain upgrade/First Officer upgrade) add two legs

4. PBS may award these pilots-in-training flying in a range from twenty-five (25) hours to thirty-five (35) hours but in no case will the total number of legs be less than the minimum required as described in 3 above. (Note: More than thirty-five (35) hours may be awarded to meet the minimum number of legs required)
5. If the pilot-in-training awarded the flying is not available the pairing may be flown by another pilot-in-training. If no other pilot-in-training is available for training, these pairings will be awarded in accordance with SR 8.13.02.
6. Any pilot-in-training who has been recommended for a line check may have the remainder of the LTC pairing(s) utilized for an initial line check.
7. The pilot-in-training will submit his days off requests (if any) to the Senior Flight Instructor (type) who will be responsible to submit the pilot's PBS bid. The Senior Flight Instructor (type) will ensure that each LTC is willing to accept pairings with a pilot-in-training each month prior to PBS close.
3. When a pilot-in-training is qualified on type he will revert to reserve duty and a reserve block will be created for him for the remainder of the bid month.

#### Second Officer Assignments

In order of base seniority, and valid equipment competency for the assignment from pilots holding a **Second Officer** status at the base

#### Relief Pilot Assignments

In order of base seniority, and valid equipment competency for the assignment from pilots holding a **Relief Pilot** status at the base. Pilots holding **Relief Pilot** status who are completing transition training and require Line Indoctrination training may also bid in order of base seniority subject to the provisions below:

A Relief Pilot in training may be allowed to bid for flying on his own base, exclusively with an LTC, during the monthly PBS bid he is expected to qualify for line indoctrination training. When the pilot is transferring to a new base, the pilot may bid at the new base.

2. These **Relief Pilots** may be awarded flying during a fifteen (15) day period in the **Relief Pilot** status, exclusively with an LTC, commencing on the third day after the expected completion of his simulator and airborne (if required) qualification check.
3. PBS will award this flying in seniority order for a minimum of two (2) legs.
4. PBS may award these **Relief Pilots-in-training** flying in a range from twelve (12) hours to twenty-five (25) hours but in no case will the total number of legs be less than two (2). (Note: More than 25 hours may be awarded to meet the two (2) legs restriction)

5. If the Relief **Pilot-in-training** awarded the flying is not available the pairing may be flown by another Relief Pilot-in-training. If no other Relief Pilot-in-training is **available** for training, this pairing will be awarded in accordance with **SR 8.03.04**.
6. A Relief Pilot-in-training who has been recommended for a line check may have the remainder of the **LITC** pairing(s) **utilized** for an initial line check.
7. The Relief **Pilot-in-training** will submit his days off requests (if any) to the Senior Flight Instructor (type) who will be responsible to submit the pilots PBS bid. The **Senior** Flight instructor (type) will ensure that each **LITC** is willing to accept **pairings** with a Relief Pilot-in-training each month prior to **PBS** close
8. When a Relief **Pilot-in-training** is qualified on type he will revert to reserve duty and a reserve block will be created for him for the remainder of the block month.

.03 To be awarded a block selection under the provisions of Section **4.03.02**, a pilot must hold a valid route and **equipment** competency for the assignment as of the closing time and date of **bids**, except under the following conditions:

- (a) If there are an **insufficient** number of pilots at the base with the necessary route **competency** to **fill** the available block selections, such block selections may be awarded on a seniority preference basis to pilots who have bid such assignments but do not hold route competency at the closing time and date of **bids**, except as otherwise provided in paragraph (b) below.
- (b) When there is a change of **equipment** over an existing route or **flying** on an existing Company route is first assigned to a base, pilots who have been unable to obtain route competency due to equipment limitations, may be awarded a block selection covering such routes without holding route competency **at** the **closing** time and date of bids, subject to the ability of the base to complete the necessary route check-outs.
- (c) A pilot expected to return to duty following long term illness who has been cleared by the Medical Department with an estimated return date will be eligible to **bid** a block or reserve selection in accordance with **Section 4.02** and **03**
- (d) A pilot temporarily **displaced** from an equipment assignment under the provisions of **Article 11.05** of the Agreement may bid and be awarded a block or reserve **selection** when he is returning to his previous equipment **assignment**
- (e) A pilot, when released by the **Training** Department, shall be **considered eligible to bid** and be awarded a block or reserve selection. Should the pilot not complete **his final** checkout, the flights in his block **selection will** be **considered** as open time and awarded as per **Section 7** A pilot undergoing command training shall be **considered eligible** for bidding purposes after **having** successfully completed **his** command simulator check

- (f) A pilot completing transition training shall be considered eligible to bid and be awarded a partial block selection comprised of pairings with Line Indoctrination Training Captains (LITC) in accordance with SR 4.03.02.
- 4. Failure to Bid - When a pilot does not submit a bid preference and he does not have a standing default bid preference on file, the preferential bidding system will assign the pilot to reserve.
- 4. Insufficient Bids - If there are insufficient preferences received to cover the required blocks of flying, pilots will be assigned to blocks in reverse order of seniority subject to a pilot's availability for the complete block month (e.g. military vacation, training, etc.).

#### 17.05 APPLICATION OF ARTICLE 17.05 OF THE AGREEMENT WITH RESPECT TO "LAYOVERS LESS THAN FOURTEEN (14) HOURS"

\* the normal driving time from the airport to the location of sleeping accommodation does not exceed 15 minutes, the location of such accommodation shall be considered within the intent of Article 17.05 of the Agreement with respect to the minimum ten (10) hour rest period. When the driving time may be questionable, the Chief Pilot on the applicable equipment shall establish same, in collaboration with the local Pilot Scheduling Chair. Hotel accommodation, which is agreed to meet the requirements of a layover which is less than fourteen (14) hours will be indicated in the flight pairings.

#### 4.5 MINIMUM LAYOVER (5 HOURS)

Accommodation will be provided on request to pilots with an airport layover of five (5) hours or more time-in to time-out) including layovers at home base. Special consideration will be given to cases where the layover is less than five (5) hours but takes place in the silent hours.

## SECTION 5 – BLOCK/FLIGHT REMOVAL, EXCHANGE AND OVERLAP

### 5.01 BLOCK/FLIGHT REMOVAL

- .01 A pilot may be removed from his block selection and assigned to reserve duty or other duties in accordance with Article 11 of the Agreement.
- .02 Any pilot with less than two (2) years of service as a pilot with the Company may be removed from his block selection and assigned to reserve duty at any time provided he is to be replaced by a pilot with less than eighteen (18) months of service as a pilot with the Company.
- .03 When it is necessary to remove a pilot from a single flight or a series of flights in his block, he shall be released from all duties,

#### .04 TENTATIVE DISPLACEMENT

In order to provide a pilot with as much notice as possible concerning an impending displacement, Crew Scheduling shall advise the pilot as soon as practicable that he is tentatively displaced from (specific flights). The pilot shall remain available to operate his tentatively displaced flights until three (3) hours prior to the originally scheduled departure of his first displaced flight.

At times, to meet operational requirements, it will be necessary for Crew Scheduling to advise a pilot whose flights operate through his home base that each segment is subject to the three (3) hour tentative displacement.

Example: (series of flights through home base)

401	YUL	0700	YYZ	0805
404	YYZ	0900	YUL	1005
409	YUL	1100	YYZ	1205
412	YYZ	1300	YUL	1405

Where Crew Scheduling advise a blockholder that he is tentatively displaced on each segment, he shall remain available to operate flights 401-404 until 0400 (0700 - 3 hrs) and flights 409-412 until 0800 (1100 - 3 hrs).

A pilot displaced from a flight(s) shall be paid and credited for such flight(s) as if flown according to schedule.

#### .05 Reserve Displacement

- 01 Where a reserve pilot is displaced by a Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor, three (3) or more hours before the scheduled departure time from flying from which he would have normally been alerted for, such pilot shall remain available on reserve until the normal completion of his block reserve duty. He may elect to exercise his seniority in accepting or passing any other flying which becomes available. He shall be paid and flight time limited for the displaced flying or if other flying is performed, the greater of the displaced flying or the actual, except where re-assignment would have been required. ref Section 8.04 Additional pay and flight time limitation credits will be applicable for pairings that originate from home base after the schedule arrival of the displaced flying.

When a reserve pilot is displaced by a Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor less than three (3) hours prior to the scheduled departure time of flying for which he has been alerted, he shall be paid and flight time limited for the displaced flying as if flown according to schedule. He shall have the option of either being released from all duty until twelve (12) hours after the scheduled arrival at home base of the displaced flying, or he may elect to remain available and on duty and elect to exercise his seniority in accepting or passing any other flying which becomes available. Should a pilot so affected perform any other flying, he shall receive pay and credit for such flying in addition to the flying from which he was displaced as described in this paragraph.

## **11.2 ASSIGNMENT TO RESERVE**

A pilot who is removed from his complete block selection and he is assigned to reserve duty under the provisions of Article 11.01 and 11.02 of the Agreement shall be assigned to reserve duty on the calendar days on which he would have been working such reserve days to be designated as being from 00:01 hours to midnight inclusive except that a pilot who is removed from flying for a single duty period which extends through the midnight hour shall be assigned to reserve for only one (1) calendar day as a result of such removal. The first calendar day affected by the single duty period shall be the reserve duty day.

01. When a pilot is affected by the above conditions, he shall receive flying pay for the actual flying performed, the block flights from which he was removed as if they had been flown according to schedule, or minimum guarantee prorated, whichever is the greater.
02. When a pilot is called for duty during his designated reserve duty days and is required by the Company to operate a flight or flights that extend into what normally would have been days off, reinstatement of time off will be made immediately on return to home base. If the days off cannot be reinstated before the month ends the pilot will not be required to operate the flight(s).
33. When assigned a sequence of flights which interferes with a designated off duty period such minimum off duty periods will, at pilot option, commence following legal crew rest after termination of duty following his return to home base.
04. A pilot who is reassigned to his block selection following such removal shall receive flying time credits for the greater of the flying actually performed or the block flight or flights from which he was removed as if flown according to schedule.
05. A pilot holding a block selection who is assigned to reserve duty as described in the foregoing shall be permitted to enter his name in make-up and take open flying in accordance with his system seniority preference in order to increase his block flying time projection within the limitations of Article 17 provided he would have been legal if still assigned to his original block selection. Such make-up shall not be permitted during periods of reserve duty or if the minimum time off required by Article 17.06 cannot be complied with. When his name is entered in make-up as described in this paragraph, a pilot shall be considered as being a blockholder to qualify under the terms of Section 8.03 for the awarding of open flying.

### 5.03 REMOVAL FROM TRAINING

When a pilot (or pilots) assigned to training for the complete bid period or part of the bid period and returns to service due to a delay in training, such pilot will be assigned to reserve duty. The following formula will be used to determine the off duty periods.

Formula: **12 days off X days remaining** in the bid period divided by the number of days in the bid period

Note: Values of point five (.5) and greater will be rounded up.

Example: Block month **1st to 30th (30 days)**

A pilot removed on training as the **16th** of the month, would be assigned to reserve duty for 8 days.

**12 days off X 14 days remaining in the month = 5.6 days = 6 days off**

**30 days** (total days in block month)

Note. **This** formula will also be used when a pilot is returning to line duty after a leave of absence without pay and on completion of training.

### 5.04 EXCHANGE OR RELEASE FROM BLOCK FLIGHTS

- .01 A pilot shall be expected to fly the block selection **which** he has been awarded. Any request to be relieved from a **flight** or flights, or to exchange flights, must be slated in writing and approved by the Chief Pilot or his designate. A pilot so relieved from a flight shall not be legal for make-up **flying** until he would normally have been legal in accordance with his block selection, except when relieved from a flight for bona-fide reasons. No mutual exchange of complete blocks between blockholders shall be permitted.
- .02 Blockholders who hold Captain status, First **Officer** status or Relief Pilot status who have been awarded a partial block for the purposes of line indoctrination may have Rights within their block selection assigned to another pilot who is undergoing line indoctrination or an initial line check subject to the needs of the service.

### 5.05 BLOCK OVERLAP

**After** the closing of the blocks for the next month, a **pilot** who becomes illegal to operate his outbound portion in the current month because of block growth will be subject to the pay protection **provisions** for the **portion in** the next month.

## SECTION 6 -- RESERVE DUTY

### 6.01 GENERAL

It is difficult to establish definite rules with respect to working conditions of reserve pilots in view of the stand-by nature of the assignment. Efficient utilization of reserve crews generally results in the least disruption to the rest of the pilot force, particularly in avoiding draft situations.

#### 01 On Call

A reserve pilot shall be considered to be on call at all times, except during his off-duty home base rest periods or his off-duty periods. This does not mean that a reserve pilot must stay at home during the designated reserve period, but Crew Scheduling should know at all times where he may be contacted. A reserve pilot must be available to arrive at the airport no later than two (2) hours after a call from Crew Scheduling for flight duty. The designated reserve duty period may not be scheduled to exceed sixteen (16) hours. The designated rest period for a reserve pilot shall normally be 21:00 to 05:00 local time unless otherwise advised by crew scheduling. A reserve pilot contacted by crew scheduling at home base during his designated eight (8) hour rest period as detailed in Article 17.05 A) 04 shall be limited to a maximum flight duty period of ten (10) hours. The subsequent ten (10) hour rest period shall be increased by one-half the length of the preceding duty period. This ten (10) hour maximum duty period cannot be extended and the resulting rest period cannot be reduced.

**Note:** Reserve pilot duty days will be in accordance with Article 17 Hours of Service

#### 02 Standby at Home

When a reserve pilot is advised by Crew Scheduling to stand-by for possible flight coverage, he shall remain constantly **available** to proceed to the airport until further instructions are received from Crew Scheduling. Crew Scheduling shall be responsible to release a reserve pilot from this type of stand-by as soon as the operational requirement will allow.

#### 03 Standby at the Home Base Airport

Under certain conditions a reserve pilot may be required to proceed to his home base airport for possible flight coverage. Crew Scheduling shall advise the pilot the time he is required to report to the airport, which time shall constitute the commencement of his flight duty period.

Such duty period shall not exceed the maximum scheduled duty period following which the reserve pilot shall have the required off-duty rest period at home before going "on-call" again. It is not necessary that the reserve pilot remain at the airport during the entire duty period. A pilot may be released from duty prior to the expiration of the duty period, in which case his off-duty rest period shall commence immediately upon such release.

Reserve pilots held on standby at the airport shall receive pay and credits as per Article 17.11.01.02



## 6.02 **RESERVE OFF-DUTY PERIODS**

The off-duty periods specified in the reserve selection shall not be subject to change except under the conditions specified in Article 17 of the Agreement (mutual exchange of days off) and in Paragraph (3) hereunder. Except as provided in Article 17.10 of the Agreement, and Section 16.02.01, Step 3, of these Rules, a reserve pilot shall be relieved of all duty during the off-duty periods specified in his reserve selection.

**Example:** If a reserve pilot commences reserve duty at 00:01, he shall be expected to report for duty at 02:00 for a 03:00 departure. If a reserve pilot is scheduled to start an off duty period (except a guaranteed forty-eight (48) at 00:00, he shall be required to report at 23:59 for a 00:59 departure if no other legal reserve pilot is available, or, at pilot option, he may avail himself of the provisions of Section 6.02.01.

e.g. A reserve pilots duty period is 05:00 to 21:00. He shall be expected to receive a call at 05:00 for a 07:00 report time and be continuously available until 21:00 for a 23:00 report time. The uninterrupted rest period will be from 21:00 to 05:00.

- .01 A reserve pilot may elect to operate an open flight or sequence of flights which extend(s) into his scheduled off-duty period **provided** the ETD is not more than two (2) hours after the scheduled termination of his reserve period. A reserve pilot who elects to operate **such a flight or** sequence, will normally be required to complete the entire sequence, even when the sequence is scheduled through his home base. In such cases, **his** scheduled off-duty period will commence after the completion of the pilot's rest period (which is **optional to** the pilot).
- .02 A reserve pilot will not be **subject to involuntary assignment** to such flight or sequence of flights regardless of seniority if there is another reserve pilot legal whose off-duty period will not be interfered with.
- .03 If there is no reserve pilot whose off-duty period will not be interfered with and none of the reserve pilots elect to operate the flight or sequence of flights the most junior qualified reserve pilot shall be assigned. The sequence will be terminated on the first return to home base unless he wishes to complete the sequence. However, if relief cannot be provided from reserve pilots, pilots on make-up, Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors desiring open **time**, he must complete the sequence. His scheduled off-duty period will commence after the **completion** of the **pilot's** rest period (which is optional to **the** pilot).
- 04 In no case **will** a reserve pilot be required to fly so that his planned duty period extends **into either** of the two guaranteed **forty-eight hour (48:00)** periods **not** subject to change (Article 17 07 03)

In the case of Irregular **operations** where the reserve **pilot** was **originally** scheduled to return home prior to the commencement of a guaranteed forty-eight hour **(48:00) period** and subsequently is unable, the Company will make every effort to replace the affected **pilot**

At pilot option, a pilot on a domestic pairing that was originally scheduled to return to home base prior to the commencement of a guaranteed forty-eight hour (48:00) period who is subsequently rescheduled, shall be returned to home base no later than the first twenty-four hours (24:00) of the guaranteed forty-eight hour (48:00) period except for reasons beyond the control of the Company. Deadheading under this provision will be done only on Company flights and to domestic destinations.

- 05 A reserve pilot who elects to fly into on a twenty-four hour (24:00) off-duty period will not have a 24-hour off-duty period replaced. If assigned flying into this twenty-four hour (24:00) off-duty period, this off-duty period shall be replaced at pilot option and the rest period as defined in Article 17:05 of the Agreement will not be applicable.
- 06 A reserve pilot on scheduled time off is subject to drafting under Section 6:02.01, Step 3.
- 07 The fourteen (14) hour rest period (Article 17:05 B) (04) shall not apply to a flight duty period the overseas portion of which consists solely of a Bermuda, Jamaica or Cuba flight. This fourteen (14) hour rest period will not be used to extend a scheduled off-duty period.

### 6.03 RESERVE RELEASE

- 01 Reserve pilots returning to home base after flight duty must contact System Crew Scheduling prior to leaving the airport to determine whether or not they are released from duty.
- 02 Reserve pilots who have completed periodic training must contact System Crew Scheduling on completion of training on a scheduled working day, or on arrival at home base where a deadhead is involved, to determine whether or not they are released from duty (Article 17:04.01 A) (08).
- 03 Reserves shall be released when assigned to flying considering adequate standby protection is available under the following circumstances:
  - 01 Unassigned Reserves
  - 02 Reserves assigned flying at the current award remaining on the Availability List
  - 03 Blockholders who missed the 10:00 hour award must make themselves available for new flying coming available or flying remaining after the original make-up list and Reserve Availability List have received their assignments
  - 04 Reserves being on continuing duty as a result of operating flying assigned at the previous award

NOTE: Reserves shall not consider themselves released unless so informed by Crew Scheduling.

- .04 Failing to have adequate standby coverage through any of the means outlined in .03 above, the Company will retain reserves assigned to flying in reverse seniority order to the number required to provide adequate protection for emergent situations.
- .05 If released under the conditions in .03 above, the reserve pilot may still **elect to** remain on active standby duty for any new flying coming available to which his seniority might entitle him. He must, however, be legal.

#### 6.04 RESERVE TIME BALANCING

In order to ensure that there **is** adequate reserve coverage throughout the month subject to concurrence by ~~the~~ Chief Pilot, a reserve pilot's flying time may be balanced at any time his flying time for pay purposes exceeds ~~the~~ number of days **expired** in the month x one thirtieth (**1/30<sup>th</sup>**) of the designated monthly maximum. Crew Scheduling will **advise** the **reserve** pilot, where practical, not less than twelve (**12**) hours in advance of the days on which he will be released from reserve duty for time balancing. Where possible, the additional days off will be combined with his regular off-duty periods. A reserve pilot will not be subject to time balancing during his optional forty-eight (**48**) hour off-duty period(s), if he elects to fly during that period. A pilot may be time balanced only once in any one period of consecutive reserve duty days.

#### 6.05 SILENT HOUR LIMITATIONS (0001-0559)

Reference Article **17.09** concerning the Assignment of Flights During the Silent hours on consecutive flights.

Example:      **578 YVR 0900 YYZ 1625 4:25**  
                  **579 YYZ 0700 YVR 0855 4:55**

A **YVR** base reserve pilot operating the above pairing would not be required to operate a pairing departing **YVR** on the evening following the arrival of flight **579** after legal crew rest, which operated during the hours of **0001-0559** local Vancouver time; unless no other pilot were available, and provided he had received sufficient notice to allow adequate rest before commencing duty. This determination is arrived at because of the departure time of flight **579** from **YYZ 0700** Toronto time correlates to **0400** Vancouver time) which falls within the silent hours.

#### 6.06 "A" AND "B" RESERVE

The designated reserve duty period may not be scheduled to exceed sixteen (**16**) hours. The intent of A-E Reserve is to allow the Reserve pilot some relief from this duty period.

Due to varying base conditions, flight schedules, etc., Manager, System **Flight** Crew Planning & Scheduling in consultation with the local Council Chairman may **vary** the designated number of A or B Reserves in order that these exigencies may be satisfied.

The conditions of A-B Reserve are as follows:

- .01 Where possible reserve coverage **will** be divided into two **(2) shifts**. These shifts **will** be awarded **in** order of **seniority** to those **pilots** who have indicated a preference for A or B Reserve.
- This system **will** not be used to increase the number of Reserves
- .02 The day **shift will** be "A" shift, the **night shift will** be "B" shift
- .03 All pilots **will** be on "A" and "B" Reserve unless advised **otherwise**. A or B shift award for the **following** day **will** be done subsequent to the normal open **flying** awards.
- .04 The Reserve availability book **in addition** to normal usage, shall be used to indicate a preference to stand "A" or "B" reserve.
- .05 Known open **flying will** be awarded **in** the normal manner and according to the scheduling rules.
- .06 Flights coming open after the normal flight awarding and shift award is completed will be offered in order of **seniority** to "all **available** reserve **pilots**" (all available reserves means **A/B + A** or **A/B + B**).
- .07 Shift hours will be predicated upon "airport reporting time".
- .08 Assignment to "A" or "B" Reserve duty will be for one shift or **until** commencement **of** flight duty
- .09 Previous awards to "A" or "B" reserve duty may be altered due to the operational requirements of the Company.
- .10 A pilot who wishes release from Duty during his "A" or "B" Reserve Duty Shift will contact Crew Scheduling in order to have such release **authorized**.

## SECTION 7 -OPEN FLYING

### 7.01 GENERAL

The term "open flying" shall cover any flight, flight pairing or sequence of flight pairings as designated by the Company and made up of the following:

- .01 Any flying not included in a base block selection, excluding any test, publicity, courtesy, **IFR**, or training **flights** to be flown by Permanent Management Pilots, Acting Check Pilots (**ACP's**), or Acting Flight Instructors (**AFI's**) as provided in Article **21** of the Agreement.
- .02 Except as provided in Section **7.02**, any flying in a base block selection for which the pilot holding such block is not available to fly for any reason, excluding:
  - (a) Those **flights** which may have been approved by the Chief Pilot for exchange between the blockholders.
  - (b) Those flights from which pilots have been released for **ACPA** business and which have been m-allocated to **reserve** pilots, Permanents Management Pilots, Acting Check Pilots, or Acting Flight Instructors, or pilots in training (under the provisions of Article **34.09**).
  - (c) Those flights In a block selection which are required for training and from which the pilot has been removed for a complete month and assigned to reserve under the provisions of Article **11.02** of the Pilots' Agreement.
- .03 Where open flying includes an engine-out ferry flight, this information will be provided to the pilot in order that he may exercise **his** option to accept or decline the Right. No pilot shall be required to operate an engine-out ferry flight.
- .04 Extensions of operations may be handled as open flying in accordance with the procedures specified in Section **16.03.01**.

### 7.02 OPEN TIME LIST

In order that pilots et a base will have some idea of the expected open flying to be available, the Company shall at all times maintain an up-to-date list showing the known open **flying** at each crew base. Such lists shall indicate date of operation, type of flight(s), equipment, route, **ETD** outbound and ETA inbound, layover time where applicable, and projected flying time.

Flights that are to be awarded in advance, as per Article **11.13**, will be shown on the date the flights are to be awarded.

#### 7.03 MAKE-UP REQUEST LIST

A pilot desiring make-up shall post his name on the make-up list or, alternatively, to avoid a special trip to the airport, he may request the Base Scheduling Coordinator on duty to place his name on those make-up lists covering flying which he would be legal to fly prior to his next scheduled block flight. On his next trip to the airport, the pilot himself should post his name on any other make-up lists desired. The Base Scheduling Coordinator accepting such verbal requests shall enter the pilot's name on the appropriate make-up lists and shall show his own initials. In order to avoid unnecessary telephone calls and disturbance to a pilot on make-up, a pilot desiring a certain type of open flying should so indicate on the make-up list. If there is no open flying which meets a pilot's stated specification, no telephone call to him shall be made and no claim for flight pay for any open flying shall be allowed.

#### 7.04 RESERVE AVAILABILITY LIST

- 01 The normal procedure of calling pilots presently on or coming on reserve to cover open flying is followed. To protect themselves, reserve pilots not expected to be at their residence because they are on scheduled time off, or are away from home base operating a previously assigned flight, should leave specific instructions on the Reserve Availability List as to the type of open flight which they are prepared to accept without further contact with Crew Scheduling.
- .01 If no specific instructions are left, the pilot will be assigned flying with the most flying time. A pilot arriving from a transoceanic terminal must have indicated on the reserve availability list he desires the normal off duty rest period as per Article 17.05.A). .03, otherwise the fourteen (14) hour off duty rest period will be planned.
- .02 It is not necessary for the reserve pilot on time off to put his name on the list if he can be reached by telephone.
- .03 Reserve pilots on scheduled time off, or away from base on a flight, whose names do not appear on the Reserve Availability List, will be assigned any remaining flying to be covered in reverse order of seniority.
- .04 Reserve pilots checking in with Crew Scheduling on the completion of flying may advise or indicate on the reserve availability list that they desire no calls during their off-duty rest period, and what type of flying they are willing to accept. Crew Scheduling will honour this request except when the pilot must be advised just prior to the expiry of the rest period to prepare for flying desired or required. Crew Scheduling will consider the type and time of flying previously completed before initiating a call in order to assure the pilot adequate rest.
- .02 A reserve pilot on an optional off-duty period who desires to fly may place his name in the Reserve Availability Book and must indicate in the remarks that he is on an Optional Day. He may accept or refuse any flying offered to him except under the conditions of Section 7.04.01.01. He will not be considered as standing reserve during this period. These off-duty periods include the optional forty-eight (48) hour period, the additional six (6) hour period, and a scheduled twenty-four (24) hour period which becomes optional.

#### **7.05 INVOLUNTARY ASSIGNMENT LIST**

A pilot may indicate his availability to accept a draft under Section **16** of the scheduling rules on a daily involuntary assignment list. The pilot must post his name on this list indicating he is willing to accept an involuntary assignment. The pilot may place his name on the list at any time by contacting the Crew Scheduling department directly. The list will be maintained at each of the respective bases. After **09:30** hours, pilots may call the Crew Scheduling Office directly to have their name entered on the list.

## SECTION 8 . AWARDING OF OPEN FLYING

### 8.01 AWARD TIME

The Crew Scheduling office shall arrange coverage for open flying commencing at 10:00 hours local time each day for flying or sequences scheduled to originate during the period 0600 to 2100 hours local time the next day. Pilots are to ensure that their names are entered on the make-up and reserve availability list prior to 09:30 hours local time each day. If no open flying may be sequenced to produce the best possible ratio of flying to duty time consistent with the limitations of Article 17 of the Agreement prior to being offered to blockholders on make-up or assignment to reserves, except for the provisions of Section 8.09. However, blockholders on make-up may be awarded a portion of a sequence if the flying involved does not produce any additional guarantee than what would normally be accrued (Reference Section 8.10).

- 01 Where it is necessary to award (assign) flying in advance of the normal award as per Article 17.10, every reasonable effort will be made to contact pilots to offer this flying.

*The normal procedures as outlined in Section 8.02 and 8.03 will be followed except that it may be necessary to allow more than 15 minutes between calls in some cases (e.g. pilot away flying, in simulator, etc.)*

Where possible this flying will be shown in the open time at least 48 hours prior to the actual award.

### a.02 PROCEDURES

Calls to pilots on make-up and reserve pilots shall commence at 1000 hours. Crew Scheduling will call each pilot at least twice with a 15-minute interval between calls before awarding open flying to another pilot.

- 01 To protect himself a pilot not expected to be at his residence during the award period should leave a telephone number where they can be reached or alternatively leave specific instructions with the Crew Scheduling office for open flying which he will accept and advise a time (no later than 2100 hours of the awarding date) when he will contact Crew Scheduling for confirmation of the flight(s) awarded. A pilot will be expected to fly the flight(s) so awarded.
- .02 A pilot on the make-up list who is away from home base on a flight should leave specific instructions on the make-up list prior to departing from his base as to the specific type of open flying which he is prepared to accept without further contact with Crew Scheduling. If no specific instruction is left on the make-up list, a pilot will be given open flying with the most flying time. If there is such open flying available, and it can be reasonably assumed by Crew Scheduling that the pilot will be legal to take the flying after his return to home base and his seniority entitles him to such flying, it will be awarded to him accordingly, and he will be expected to fly same.



- .03 A blockholder is not legal for make-up during the four **48-hour** or three **72-hour** off-duty periods designated as such in his block selection. It is permissible for these periods to "slide" **forward** or backward either during the immediate time off period involved or to some other time off period not designated in the block selection as a **48-hour** or **72-hour** off-duty period. If desirable to the blockholder, it is also permissible for the four designated **48's** to be changed to three **72's** or vice versa. The blockholder may combine **48's** or **72's** in a single time off period provided they are split by a minimum of **24** hours.
- .04 A blockholder on make-up or a reserve pilot who has refused any of the open **flying** available when called in accordance with **Para. 8.02** above shall not thereafter be permitted to displace any reserve pilot who may have been alerted for open flying at that time. He shall, however, be given an **opportunity** to accept additional open flying which may become available In accordance with Section **8.07**.
- .05 Once awarded open flying, a pilot shall not be allowed to relinquish same.

### **8.03 AWARD SEQUENCE**

Open **flying** shall be awarded to blockholders, Permanent Management Pilots, Acting Check Pilots, Acting Flight Instructors; and reserves will be alerted for their preferences in the following order:

#### **.01 Captain Flying**

- .01 In order of base seniority to pilots legal, holding a Captain block selection who are under pay **protection** procedures.
- .02 In order of base seniority to pilots legal, holding a Captain block selection who are on make-up.
- .03 In order of system seniority to Permanent Management Pilots, Acting Check Pilots or Acting Flight **instructors** and base seniority for Captains legal, holding a reserve Captain selection.
- .04 In order of base seniority to pilots legal, holding a Captain block selection or a Captain legal, **holding** a reserve Captain selection under the drafting procedure.

#### **.02 First Officer Flying**

- .01 In order of base seniority to pilots legal, holding a First Officer block selection who are under pay protection procedures. This includes First Officers completing qualifying flights accompanied by a Permanent Management Pilot, Acting Check Pilot, **Acting** Flight Instructor or an **LITC**.

Note: First Officers on pay protection who have lost a First Officer pairing may be **re-assigned** Lo a First **Officer/Augment** pairing. First **Officers** on pay protection who have lost an augmentation **pairing** may be **re-assigned** a First Officer/augment pairing or a relief pilot pairing provided there are no relief pilots available on make-up.

- 02 In order of base seniority to pilots legal, holding a Captain block selection who are on make-up and indicate a desire to do First Officer flying at First Officer rates. This step includes Captains being paid in accordance with Article 14 completing qualifying flights when accompanied by a Permanent Management Pilot, Acting Check Pilot, Acting Flight Instructor or an LITC
  - 03 In order of base seniority to pilots legal holding a reserve Captain selection for the purpose of maintaining equipment competency with the approval of the Chief Pilot. This flying will be paid at Captain's rates of pay
  - 04 In order of base seniority to pilots legal, holding a First Officer block selection who are on make-up. This step includes First Officers being paid in accordance with Article 14 completing qualifying flights when accompanied by a Permanent Management Pilot, Acting Check Pilot, Acting Flight Instructor or an LITC
  - 05 In order of system seniority to Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors and base seniority to First Officers legal, holding a reserve First Officer selection, except for flying time equalization in the case of First Officers on flat salary. This step includes pilots being paid in accordance with Article 14 completing qualifying flights when accompanied by a Permanent Management Pilot, Acting Check Pilot, Acting Flight Instructor or an LITC
  - 06 In order of base seniority to pilots legal, holding a First Officer block selection or First Officers legal, holding a reserve First Officer selection under the drafting procedure. At Company discretion, pilots detailed in SR 8.03.02 07 below may be utilised prior to the application of this clause.
  - 07 In order of base seniority to an unassigned Captain available holding a reserve Captain selection.
- 03 Second Officer Flying
- 01 In order of base seniority to pilots legal, holding a Second Officer block selection who are under pay protection procedures
  - 02 In order of base seniority to pilots legal, holding a **Second Officer** block selection who are on make-up
  - 03 In order of system seniority to Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors and base seniority to pilots legal holding a reserve **Second Officer** selection except for flying time equalization in the case of Second Officers on flat salary. This also includes pilots completing qualifying flights on conversion or re-conversion training and accompanied by a Permanent Management Pilot, Acting Check Pilot, Acting Flight Instructor or an LITC
  - 04 In order of base seniority to pilots legal, holding a Second Officer block selection or a Second Officer legal holding a reserve Second Officer selection under the drafting procedure

**.04**     **Relief Pilot Flying**

- .01**     In order of base seniority to pilots legal, holding a Relief Pilot block selection who are under pay protection. This also includes First Officers who are under the pay protection procedures who have lost an **augmentation/relief** pairing.
- .02**     In order of base seniority to pilots legal, holding a Captain block selection who are on make-up and indicate a desire to do Relief Pilot flying at Relief Pilot rates. This step includes Captains establishing route competency with the approval **of** the Chief Pilot. This flying will be paid at Captain's rates of **pay**.
- .03**     In order of base seniority to pilots legal, holding a First **Officer** block selection who are on make-up and indicate a desire to do Relief Pilot flying at Relief Pilot rates, This includes First Officers establishing route competency with the approval of the Chief Pilot. This flying will be paid at First Officer's rates of pay.
- .04**     In order of base seniority to pilots legal, holding a Relief Pilot block selection who are on make-up.
- .05**     In order of system seniority to Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors and base seniority to Relief Pilots legal, holding a reserve Relief Pilots selection, except for flying time **equalization** in the case of Relief Pilots on flat salary. This step Includes pilots being paid in accordance with Article **14** completing qualifying flights when accompanied by a Permanent Management Pilot, Acting Check Pilot, Acting Flight instructor or an **LITC**.
- .06**     In order of base seniority to pilots legal, **holding a Relief Pilot** block selection or Relief Pilot legal holding a reserve Relief Pilot selection under the drafting procedure. At Company discretion, pilots detailed in **SR 8.03.04.07** and **SR 8.03.04.08** below may be utilised prior to the application **of** this clause.
- .07**     In order of base seniority to an unassigned First Officer available holding a reserve First **Officer** selection,
- .08**     In order of base seniority to an unassigned Captain available holding a **reserve** Captain selection.

**8.04**     **SCHEDULING OF RESERVES**

At **10:00** hours local time when Crew Scheduling are awarding or **assigning** pilots to open flights or flight sequences, reserve pilots shall be advised of the flight or flights which they may expect to operate, subject to the three-hour displacement rule provided in Section **8.06**.

This Is to provide a reserve pilot with time to prepare for flight duty. While every effort will be made by Crew Scheduling not to call reserve pilots who have been alerted for flight duty for other flight duty, it should be understood that such action may be necessary at times to protect Company operations end to avoid the **drafting** of more senior pilots. Therefore, although seniority preference For the remaining open flying is available to reserves at awarding time as provided by Section **7.04** and Section **8.03**, a

reserve pilot may be subsequently assigned to any other flight or flights as may be necessary due to changes in required flight coverage, and flying pay shall be in accordance with the flying actually performed.

When a reserve pilot has been awarded a block in the following month, he may elect to pass flying which conflicts with his block assignment to a more senior reserve pilot, coverage permitting.

### 3.15 COMBINING OPEN FLYING

A combination of open flying which can be flown in one or more duty periods may be awarded as a complete sequence provided a more senior blockholder on make-up does not wish to operate part of the combined sequence.

### 3.16 RESERVE AWARDED FLYING - REMOVAL

A reserve pilot who has been alerted for open flying may only be removed from that flying up to three (3) hours prior to the original ETD by a blockholder on immediate make-up or as provided for under Section 8.08 and 3.10.13. A reserve pilot who has been alerted for flying for which a minimum of two (2) hours flight pay applies, as specified in Article 11.10 of the Agreement, must check in with Crew Scheduling three (3) hours prior to ETD to ensure that he has not been displaced from the flying and Crew Scheduling have been unable to contact him. If he fails to check in prior to reporting to the airport and has been displaced from the flying, the minimum pay shall not apply.

### 3.17 OPEN TIME PROCEDURES DUE ILLNESS

It is essential when booking on after sickness that blockholders do so at or before the awarding time of the next flight in their block. Unless Crew Scheduling are advised to the contrary, they must assume at the awarding time that the pilot is still off sick and therefore, they must award his flight to a pilot on make-up or alert a reserve. If the blockholder books back on after the awarding time, but prior to the departure time of the flight, he has no claim on the flight. If the blockholder is in doubt as to his ability to do his flight, he may so advise Crew Scheduling and they will hold his flight for him up to four (4) hours prior to departure, provided this advice is received at or before the awarding time for that flight.

A reserve pilot alerted for a pairing, because of a blockholder's illness, which consists of a series of flights operating through the pilot's base, shall be advised that each series is contingent on the blockholder's remaining ill and subject to the following four (4) hour rule. A blockholder who has booked off sick from a pairing containing a series of flights may advise Crew Scheduling of his "Intent to Book on". This advice to Crew Scheduling must be made prior to four (4) hours before the scheduled departure of his blocked flight outbound from his base. The blockholder will then operate his outbound flight and complete his blocked pairing.

#### 8.08 15 MINUTE CONNECTION RULE

If a pilot does not arrive in time (within **15** minutes of planned departure time) to cover the balance of a flight sequence, the pilot protecting the balance may be required to fly all or part of the remainder of the flight sequence and such flying will not be considered a draft for legality purposes, unless the pilot awarded the flight sequence was originally drafted. As soon as it is known that a pilot will arrive with less than **15** minutes to connect, the pilot shall inform the Company in order that Crew Scheduling may assign a new pilot to avoid a delayed operation. Because of coverage requirements Crew Scheduling may elect to have the original pilot connect with a possible delay to allow him to perform the necessary cockpit functions for the connecting flight. In this instance Crew Scheduling shall inform the incoming pilot that he **is** to operate his blocked or assigned flight outbound. (The **15** minutes referred to above shall mean the time required in the cockpit prior to planned departure.)

#### 8.09 SPLITTING OF SEQUENCES

##### .01 Procedures

A sequence of open flying shall not be split except in the following instances:

- (a) A blockholder on make-up or **pre-selecting** flying shall be permitted to split a sequence of open flying provided that he has lost **flying time** from his block because of weather, mechanical irregularities, pairing revision/change or because of flight time limitations.
- (b) A sequence shall not be split if an equal or greater amount of the flying time to that which was lost is available to the **blockholder**. This restriction applies to flight pairings open at the time of awarding or in the case of preselection, flight pairings available during the month.
- (c) When a sequence is split, It shall be done **in** such a manner that the increase in total duty period guarantees or trip hour guarantees is kept to a minimum, provided that the availability of recovery flying time to the blockholder is not affected.
- (d) A pilot who is permitted to split a sequence under this section should ensure that his name is on the correct make-up list for the full sequence which he desires to split and indicate he is wishing to exercise his option to split a sequence.
- (e) When a blockholder who has lost time from his block has regained flying time and brings his block of time equal to or greater than the original amount of his block flying, he shall no longer be permitted to split a sequence of open **flying**.

## 32 Application of Splitting Sequences

### Example 1:

Open flying available, Assume DPG = 4:15

Fit pairing	465	YUL	1015	YQB	1105	0:55	On duty time	9:10
	447	YQB	1130	YUL	1220	0:50		
	449	YUL	1445	YOW	1520	0:35	Total flying	2:50
	450	YOW	1720	YUL	1755	0:35	DPG	<u>1:45</u>
							Total time	4:35
Fit pairing	328	YUL	1545	JFK	1730	0:45	On duty time	6:00
	331	JFK	1830	YUL	2015	0:45	Total flying	3:30
							DPG	<u>0:45</u>
							Total time	4:15

- a: A blockholder who has lost time from his block and who is legal for 328 and 331 would not be permitted to split the sequence of flights since 328 and 331 offer an equal or greater amount of flying as in Section 8.09.01(b)
- (b) The total open time available above is 8:50. Flown separately, the YQB YOW and JFK flights would each carry a DPG of 4:15 for the flight, making a total of 12:45. If a pilot were allowed to split the sequence by taking 449 and 450, then he would receive a DPG of 4:15 for the flight. Resequencing 465, 447, 328, and 331 would produce a DPG of 5:45 which added to the 4:15 makes a total of 10:00. Both of these combinations would be contrary to Section 8.01.

### Example 2:

Open flying available

Fitpairing	103	YVR	0915	YYJ	0940	0:25
	106	YVR	1000	YVR	1025	0:25
	105	YVR	1200	YYJ	1225	0:25
	108	YVR	1500	YVR	1525	0:25
	2105	YVR	1630	YYJ	1655	0:25
	2108	YYJ	1715	YVR	1740	0:25
Total flying						2:30
on duty time 9:55					DPG	2:28
Total flight time credit						4:58

- (a) A blockholder who has lost time from his block and who is legal for the whole sequence must accept same or decline make-up
- (b) A blockholder who has lost time from his block who is not legal for the entire sequence may split the sequence as in Section 8.10.01(c) by taking:

- (c) (i) 103 and 106 or
- (ii) 103, 106, 105 and 108 or
- (iii) 105, 108, 2105 and 2108 or
- (iv) 2105 and 2108

He may not take 105 and 108 only, as this would leave the DPG for 103, 106, 2105 and 2108 unchanged, at the same time adding 4:15 DPG for 105.

#### 8.10 IMMEDIATE MAKEUP

- .01 A blockholder who has been affected by any of the following situations may go on immediate make-up during the ~~time~~ remaining until the period covered by the next regular make-up list or may remove a reserve pilot up to three (3) hours before the originally scheduled departure time of the reserve pilot's trip.

Note: There will be no ~~re-award~~ of previously assigned open flying as a result of this removal.

- (a) Cancellation of blocked flight or make-up flight.
- (b) Substitution of equipment.
- (c) Displacement by a Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor, or by another pilot who may have been assigned to the flight for competency purposes, and released from all duties,
- (d) **Misconnection** of flights including **misconnections** caused by legal crew rest.

#### .02 immediate Make-Up / Illness

This immediate make-up rule does not apply to a blockholder who has booked off his regular flying due to sickness. However, should a blockholder book back on before the termination of such flying, he will be allowed to go on make-up for the amount of flying not covered by sickness pay. In order to do so, he must be on make-up at the award ~~time~~ for current open flying in accordance with Section 8.01 or place his name on **make-up in** accordance with Section 8.11.01(c)(iv).

#### .03 One-Way Flights to Home Base/Scheduled Layover Point

A pilot from another base whose return flight to his home base/scheduled layover point has been affected by any of the following conditions:

- (a) Cancellation;
- (b) Substitution of equipment;
- (c) Displacement by a Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor, or by another pilot who may have been assigned to the flight for competency purposes;
- (d) **Misconnection** of flights;

may return to **his** home base/scheduled layover point by operating any unassigned one-way open **flight**, or may remove a reserve pilot domiciled at that base, subject to the required three (3) hour immediate make-up rule (8.10.01);

provided such open flights, if scheduled beyond the pilot's home base or scheduled layover point, would require a crew change at that base.

5.1.1

#### ADDITIONAL FLYING AFTER NORMAL AWARDS

- 01 Pilot coverage for additional flying not open at the closing time 1000 hours local time shall be arranged in the following order:
- (a) One-way flights may be awarded to a pilot who is legal and scheduled to deadhead to the same destination. The open flight must be scheduled to depart within three (3) hours of his planned deadhead flight. The one-way flight may also be assigned as per Section 8.10.03.
  - (b) Blockholders who have already been awarded open flying with which the new flying will sequence and for which they are legal, shall be offered the additional flying. When a pilot does not accept the additional flying, it will be awarded as provided in (c) and (d) immediately following.
  - (c) On a system seniority preference from the following combined group of blockholders desiring make-up:
    - (i) Blockholders on the **active list** for the ETD involved who have not already been awarded open flying.
    - (ii) Blockholders who are on **immediate** make-up under the conditions specified in Section 8.10.
    - (iii) Pilots from another base on immediate make-up under the conditions specified in Section 10.03.
    - (iv) Blockholders **desiring** make-up whose names were not on the original make-up list.
    - (v) Pilots from another **base** subject to re-assignment under the pay protection provisions.
  - (d) Open flying still remaining shall be sequenced with that flying for which reserve pilots have been alerted or are **performing or offered** to Permanent Management Pilots, Acting Check Pilots or Acting Flight Instructors desiring open time.
- It shall then be offered in order of base seniority to reserve pilots who are available.
- The automatic sequencing of flying as noted above will be restricted to within the same duty period unless there is no other reserve pilot available.
- 02 When open time becomes available as a result of cancellation, consolidation, substitution, or **misconnection** affecting a **portion** of a blockholder's flight sequence and the blockholder will be chasing the balance of the flight sequence, the pilot awarded the portion **of the flight sequence** which becomes open may be required to **remain** in position to protect the balance of the sequence until the blockholder arrives.



SHORT CALL

In order to protect the Company operation and pilot seniority, if there is insufficient time (normally less than 3 hours) for the Crew Scheduling Office to go through the normal award process, pilot coverage for such open flying shall be provided by available reserve pilots or by Permanent Management Pilots, Acting Check Pilots, or Acting Flight Instructors. The Company shall alert the most junior reserve pilot legal to prepare for immediate departure to the airport. This pilot will advise the preparation time required prior to his departure for the airport. During this time, calls will be made to more senior pilots who have indicated "short call" on the make-up and reserve availability list. The junior reserve pilot will operate the flight(s) subject to a more senior pilot accepting the assignment.

## SECTION 9 - LEGALITIES

- 9.01 The term "legal" shall mean that the pilot concerned is qualified for the assignment, he has had the necessary off-duty rest periods, he is not on a designated forty-eight hour (48:00) or seventy-two hour (72:00) off-duty period, his projected flying time is within the allowable maximum, and in the case of a blockholder, he will be available to cover his next sequence of flights. When a Captain or First Officer is completing equipment conversion training, he shall be considered as qualified under the terms of this paragraph to bid on First Officer open flying in accordance with his base seniority provided that an ACP, AFI, LiTC or Permanent Management Pilot is to be designated as Captain of the flight(s). The above will be applicable to a Second Officer bidding on Second Officer open flying provided an ACP, AFI, LiTC or Permanent Management Pilot qualified to operate the panel is scheduled to flight deck duty.

Note: The actual block may exceed the designated monthly maximum by up to seven (7) hours. Block growth beyond seven (7) hours would only be at pilot option. In no case will the total block projection be permitted to exceed ninety (90) hours.

Example 1 78 hour designated block month may increase to 85 hours. Any block growth beyond 85 hours is only at pilot option to a maximum of ninety (90) hours.

Example 2 85 hour designated block month may increase to ninety (90) hours due to block growth.

Example 3 77 hour designated block month may increase to eight-four (84) hours. Any block growth beyond eighty-four (84) hours is only at pilot option, to a maximum of ninety (90) hours.

- 9.02 In order to Operate a pairing over the month end, a blockholder on make-up/pre-selection must be legal in accordance with the provisions of Section 9.01 above in both months.
- 9.03 A blockholder who is required to pick-up the balance of his assigned or awarded pairing will be eligible only for open flying which will not affect his availability for his assigned or awarded flights.

### 9.04 LEGAL OUTBOUND RULE

- 01 The following is applicable to blockholders on make-up, drafted pilots prior to block growth and reserve pilots.

Legal outbound rule for all aircraft except CL-65 and DC-9 (DMM of 78 hours with DPG of 4:15)

The legal outbound time shall be 1/2 of the published pairing time or credits in the current month but not less than 2:08 hours. Therefore, a blockholder who is projected to 75:52 hours or greater may not go on make up. A reserve pilot who has accumulated 75:52 hours or greater after returning to his home base may not do any further flying. During months in which the designated monthly maximum is other than 78 hours, and/or the minimum duty period guarantee (DPG) has been adjusted, the above examples must be changed accordingly. The applicable DPG may be found in Article 17.11. Example: (effective January 1999)

**80-hour** designated month, the legal outbound time may not be less than **2:10**. A reserve pilot may not leave after accumulating in excess of **77:50**.

**Legal outbound rule for DC-9 (DMM of 78 hours with a DPG of 4:30)**

The legal outbound time shall be **1/2** of the published pairing time or credits in the current month but not less than **2:15** hours. Therefore, a blockholder who is projected to **75:45** hours or greater may not go on make up. A reserve pilot who has accumulated **75:45** hours or greater after returning to his home base may not do any further flying. During months in which the designated monthly maximum is other than **78** hours, and/or the minimum duty period guarantee (**DPG**) has been adjusted, the above examples must be changed accordingly. The applicable **DPG** may be found in Article **17.11**. Example: (effective January **2000**) **80-hour** designated month, the legal outbound time may not be less than **2:18**. A reserve pilot may not leave after accumulating in excess of **77:42**

**Legal outbound rule for CL-65 (DMM of 80 hours with a DPG of 4:30)**

The legal outbound time shall be **1/2** of the published pairing **time** or credits in the current month but not less than **2:15** hours. Therefore, a blockholder who is projected to **77:45** hours or greater may not go on make up. Also, a **reserve** pilot who has accumulated **77:45** hours or greater after returning to his home base may not do any further flying. During months when the **CL-65** is affected by Growth Flex and the designated monthly maximum is greater than **80** hours, and/or the minimum duty period guarantee (**DPG**) has been adjusted, the above examples must be changed accordingly. The applicable **DPG** may be found in **Article 17.11**.

To be legal to depart home base the pilot must have sufficient **time** available as follows.

Note: Examples below assume a seventy-eight hour (**78:00**) monthly maximum limitation with a minimum **DPG** of **4:15** per **Flight Duty** Period. Actual minimum **DPG** applicable can be found in Article **17.11**.

<b>Example 1:</b>	<b>458</b>	<b>YYZ</b>	<b>1615</b>	<b>YOW</b>	<b>1709</b>	<b>0:54</b>
	<b>157</b>	<b>YOW</b>	<b>1750</b>	<b>YYZ</b>	<b>1845</b>	<b>0:55</b>
	<b>DPG</b>					<b>2:26</b>
	<b>TOTAL</b>					<b>4:15</b>

A) The outbound **time** is **2:08**.

<b>Example 2:</b>	<b>456</b>	<b>YYZ</b>	<b>1515</b>	<b>YOW</b>	<b>1604</b>	<b>0:49</b>
	<b>153</b>	<b>YOW</b>	<b>1700</b>	<b>YYZ</b>	<b>1755</b>	<b>0:55</b>
	<b>108</b>	<b>YYZ</b>	<b>1925</b>	<b>YOW</b>	<b>2016</b>	<b>0:51</b>
	<b>473</b>	<b>YOW</b>	<b>2250</b>	<b>YYZ</b>	<b>2343</b>	<b>0:53</b>
	<b>DPG</b>					<b>1:31</b>
	<b>TOTAL</b>					<b>4:59</b>

A) If operating **either** Flight **456/153** or **108/473** as **split** pairings, the outbound is **2:08**.

B) If operating the entire cycle, the outbound is **2:30**.

<u>Example 3:</u>	914	YYZ	1935	MIA	235	3:00
	DPG					1:15
	LAYOVER					
	911	MIA	0950	YYZ	1250	3:00
	420	YYZ	1700	YUL	1804	1:04
	425	YUL	1900	YYZ	2010	1:10
	DPG					0:41
	TOTAL					10:10

- A) If only Flight 914 was operated on the last day of the block month, the outbound time is 2:08
- B) If the entire cycle was operated within the current block month the outbound time is 5:05
- C) If the pilot was operating only Flights 914 and 911, the outbound time is 4:15 (New DPG for 911 duty day).

<u>Example 4:</u>	661	YUL	1915	YOW	1949	0:17
	DPG					3:58
	LAYOVER					
	107	YOW	0800	YYZ	0853	0:53
	103	YYZ	1010	YXE	1130	3:20
	108	YXE	1340	YYZ	1835	2:55
	120	YYZ	1900	YUL	2010	1:10
	TOTAL					12:33

- A) If the deadhead on Flight 661 is on the last day of the month, the outbound is 2:08
- B) The outbound for the entire cycle is 6:17

<u>Example 5:</u>	423	YUL	1755	YYZ	1907	1:02
	141	YYZ	1955	WC	2150	3:55
	LAYOVER					
	120	WC	1235	YYZ	1803	3:28
	DPG					0:47
	LAYOVER					
	400	YYZ	0700	YUL	0805	1:05
	930	YUL	0900	MIA	1210	3:10
	933	MIA	1410	YUL	1720	3:10
	TOTAL					16:47

- A) If operating Flights 423/141 on the last day of the month, the outbound time is 2:34
- B) If operating the entire cycle, the outbound time is 8:24

**Example 6:**

	852	YVR	1945	LHR	1140	8:55
	BA756	LHR	1310	MUC	1550	0:50
	LAYOVER					
	871	MUC	1205	CDG	1330	1:25
	871	CDG	1425	YMX	1545	7:20
	871	YMX	1635	YYZ	1745	1:05
	LAYOVER					
147	YYZ	1440	YVR	1627	4:47	
	THG					0:11
	TOTAL					24:33

- A) If only Flight **852** was operating on the last day of the block month, the outbound time is **4:28**.
- B) If only Flights **852** and **BA756** were operated in the current block month, the outbound time is **4:53**.
- C) If only Flights **852/BA756/871** were operated in the current block month, the outbound time is **9:48**.
- D) If the entire cycle was operated in the current block month, the outbound time is **12:17**.

**Example 7:**

	585	YYZ	2350	YEG	0144	3:54
	585	YEG	0335	YVR	0401	1:26
	LAYOVER					
	578	YVR	0620	ORD	1140	3:20
	578	ORD	1315	YYZ	1535	1:20
	THG					1:47
	TOTAL					11:47

- A) If only Flight **585** was being operated in the current block month, the outbound time is **2:40**.
- B) If the entire cycle was being operated in the current block month, the outbound time is **5:54**.

**Example 8:**

	587	YYZ	2140	YMX	2212	1:02
	587	YMX	2345	YEG	0210	4:25
	584	YEG	0320	YWG	0601	1:41
	LAYOVER					
	AC196	YWG	1730	YYZ	2038	1:04
	DPG					3:11
	TOTAL					11:23

- A) Where a duty period commences in the current block month and a change of flight number occurs during the duty period, in accordance with Article **7.02**, the outbound time is **2:44**.
- B) If the entire cycle was operated in the current block month, the outbound time is **5:42**.

<b>Example 3</b>	188	YWG	0400	YYZ	0710	2:10
	188	YYZ	0810	LGA	0925	1:15
	DAY OVER					
	191	LGA	0700	YYZ	0825	1:25
	191	YYZ	1715	YWG	1845	2:30
	DPG					2:44
	TOTAL					10:04

If Flight 188 was the final on the last day of the current block month, the outboard time is 10:04, the minimum.

3. If the entry above was deleted in the current block month, the outboard time is 5:02.

#### Last Blocked Sequence

A blockholder will be legal to complete his last blocked sequence provided he has attained a flight time credit not exceeding 77.59 hours and not exceeding a total block projection of eighty-five (85) hours maximum, and at pilot option only to ninety (90) hours maximum.

<b>Example</b>	400	YYZ	0700	YUL	0800	1:00
	403	YUL	0900	YYZ	1005	1:05
	DPG					2:10
	TOTAL					4:15

Prior to the commencement of Flight 400, a pilot has accumulated 77.30 due to block growth caused by weather or other factors. Under these circumstances he is able to depart YYZ 10:10 and including 77.59 hours).

#### Blockholder (Legal to Start Legal to Finish)

As in the example above but with the same qualifications, i.e. 77.59 hours without exceeding a maximum of eighty-five (85) hours, (at pilot option a maximum of ninety (90) hours). Once a pilot legally commences a pairing he shall complete that pairing regardless of subsequently accrued flight time provided the pilot does not exceed ninety (90) hours.

<b>Example</b>	400	YYZ	0700	YUL	0800	1:00
	403	YUL	0900	YYZ	1005	1:05
	406	YYZ	1100	YUL	1200	1:00
	409	YUL	1300	YYZ	1405	1:05
	DPG					0:05
	TOTAL					4:15

Prior to commencing Flight 400 the pilot's actual flight time credits because of block growth are 75.45 hours. However, in operating Flights 400 and 403 the pilot arrives back in YYZ for the first time with 78.05 due the flights operating over schedule. Because he was legal to start the pairing on Flight 400, he is legal to operate Flights 406 and 409 even though he would be departing home base over 78.00.

**NOTE:** The pilot's block referred to above is his awarded block, including any drafted or Take-up flying and overlap flying, for which he was legal.

- .03 When a pilot holds a position where growth flex (Article **17.02**) is in effect, the above outbound legalities will be modified to reflect a limit of the designated monthly maximum to a maximum of designated monthly maximum plus seven (7) hours and at pilot option to a maximum of **90** hours. (Article **17.02(a).08**).

Example: The designated monthly maximum is **82** hours. A pilot who has been subject to block growth may depart home base with a maximum credited time of **81:59** provided the total block projection does not exceed **89** hours, or, at pilot option to a maximum of **90** hours.

#### **9.05 MAKE-UP LEGALITIES**

A pilot shall be eligible for make-up flying provided that:

- .01 Such make-up flying permits him on the last pairing of the block month to depart home base with the legal outbound time available for **his** last pairing and:
- .02 At the time of the make-up award his projected block time plus the legal outbound time for the make-up flying does not exceed the designated monthly maximum.

Where make-up flying overlaps into the next month, a blockholder will be permitted to take make-up flying provided he is legal in the current month and the overlap flying that will be applied to his next months **credits** plus the pilots projected block credits will allow him to depart home base on his last cycle of the new month at or under the legal outbound time for his last cycle of the next month.

If the pilot's projected block total at mid-month is **75:30**, a pilot would be eligible for make-up as long as his make-up outbound time does not exceed **2:30** hours (a maximum **5:00** hour pairing).

If after being awarded the make-up pairing legally, the pilot **gains** additional time, he would still be legal for all remaining blocked flying to a maximum of eighty-five (**85**) and at pilot option to a maximum of ninety (**90**) hours provided he could depart home base with **77:59** hours or less. In this context, then, the make-up flying constitutes part of the pilot's block.

**NOTE:** When a pilot is planned for vacation for part of a month the credits for the vacation period will be deemed to have already been accrued for the purpose of determining make-up legalities.

#### Example

The pilot's block for the month is projected to 74.10 hours and the last blocked pairing contains an overlap flight from a layover

780	YYZ	1400	NWG	2020	2:20
				DPG	1:55
<hr/>					
781	NWG	1515	YYZ	1520	2:15
				DPG	2:00
				TOTAL	3:30

The above example would indicate that the pilot may accept make-up flying with a total block time of 77.50 hours ( $74.10 + 3.50 = 77.60$  hours) for a total of 74.10 hours of flight, but both criteria in paragraphs 01 and 02 must be satisfied.

Because his last blocked pairing has an outbound time of 2:08 hours (only the portion in the present month is used) the maximum make-up allowable must not allow the pilot's block projection, not including the outbound time of the pilot's last blocked pairing, to exceed 75.52 ( $78.00 - 2.08$ ) at the time the make-up flight is awarded. In this case the total make-up allowed will be less than the 7.40 indicated in the paragraph above.

#### **9.06 RESERVE(LEGAL TO START -LEGAL TO FINISH)**

Reserve pilots who are legal and are alerted and operate a pairing shall complete that pairing even if during the pairing flight and pay credits increase provided the flying performed is not due to a change in the assigned pairing.

<u>Example</u>	780	YYZ	1400	JFK	1515	1:15
	781	JFK	1545	YYZ	1700	1:15
	784	YYZ	1800	JFK	1815	1:15
	785	JFK	2000	YYZ	2115	1:15
	TOTAL					5:00

4 reserve pilot is assigned this sequence. Prior to starting the sequence the pilot had accumulated 75.20 hours and was legal to complete the entire sequence. While operating flights 780 and 781 an additional 30 minutes of flying time is picked up which makes the pairing now worth 5.30, which requires an outbound legal time of 2.45 for the pairing and although the pilot only had 2.40 available he will complete the sequence.

Note: Reference to Growth Flex

When growth flex is in effect, the outbound legalities will be tied to the designated monthly maximum plus 7 hours and at pilot option to a maximum of 90 hours.



## SECTION 10 - DEADHEADING

### 10.01 AUTHORIZATION OF DEADHEAD MOVEMENTS

All pilot deadhead movements must be **authorized** by the Chief Pilot or his designate, whether or not pay is **applicable**.

### 10.02 DUTY TIME FOR DEADHEADING

- .01 For compliance with the maximum scheduled duty period according to Article 17 of the Agreement, in cases where the ten **(10)** hour rest period will not be available prior to a pilot **commencing** actual flight duty, the duty time of a pilot deadheading to protect a flight shall commence thirty **(30)** minutes (or one **(1)** hour as applicable) prior to the planned departure or the required reporting time of the flight designated for deadheading whichever is earlier. This applies whether or not flight pay is applicable.
- .02 It is not mandatory to take a rest period at a layover base if a pilot is to deadhead home following flight duty. In this case, authority to deadhead home on the first available flight may be requested, and the minimum off-duty **rest** period will commence on arrival at home base. A pilot who is planned to deadhead to home base during the silent hours **(2200-0459)** will normally be allowed to deadhead home on the first available flight after the silent hour period, and the minimum off-duty rest period will commence **15** minutes after arrival at home base. Any additional layover expenses incurred using this procedure will be paid by the Company. A pilot shall neither increase nor decrease his flight time pay and credits as indicated on the original pairing by **this** procedure.
- .03
  - (a) When the "on-the-go" time in actual operations exceeds the maximum duty times **specified** in Articles **17.04**, the pilot may elect to complete the deadhead movement. If a pilot elects to take crew rest, under these conditions, his flight time credits shall consist of the actual flying time or **DPG**, whichever is greater, to the elected layover point, plus the deadhead credits to the planned destination, and applicable special **flight** time and pay credits (Article **17.04**). Normal Company expenses including transportation, accommodation, and food will be provided.
  - (b) The Company shall have the right to require a pilot to deadhead to any point prior to such rest being taken within the limitations specified in Articles **17.04**.

Example 1:

Friday Flight 124 YUL-LHR Scheduled "on-the-go" - 14 hrs  
Saturday D/H LHR-BRU Total flight pay and credits - 7 hrs

If enroute delays will affect his arrival in BRU on Saturday such that his "on-the-go" time is now increased to more than 14 hours, the pilot may elect to continue through to BRU in which case his flight time credits will be in accordance with the DPG for the total period involved. If he elects to take crew rest in LHR and deadhead to BRU on the first flight following legal crew rest then in accordance with 10.03(a) above, his pay and credits would be his actual flying time YUL-LHR or 1 in 2 whichever is greater plus deadhead credits LHR-BRU and applicable special flight time and pay credits

Example 2:

Flight 123 YYZ-YVR Scheduled "on-the-go" 15:30 hours  
D/H Flt 234 YVR-YYZ

If a delay occurs enroute or at YVR affecting the departure of the deadhead flight so that the "on-the-go" becomes projected beyond 16 hours and pilot elects crew rest, he will receive flying pay for the greater of Actual flying time or DPG (whichever is the greater) for the Flight 123 plus deadhead time according to Article 12 of the Agreement for the first available flight YVR-YYZ after legal crew rest, and applicable special flight time and pay credits

OR

THG for the entire away from domicile period

Example

Using the same circumstances as in Example 2 above, the Company may require the pilot to deadhead to another on-line station within the 4 hour limitation before taking crew rest

04 A pilot is not "legal" to deadhead out of his home base during designated 48-hour or 72-hour off-duty periods, whether or not flight pay for the deadhead movement is applicable

05 When a pilot deadheads to pick up a flight and insufficient time (1 hour) is available at the pick-up point for flight planning, the duty time will commence one hour prior to the planned departure time of the flight on which he deadheads

10.03 FLIGHT PAY AND TIME CREDITS

01 A pilot shall receive deadhead pay and time credits in accordance with Article 12.01 of the Agreement at any time that he is required by the Company to deadhead from a base to protect a flight or flights, or return to his base after flight protection

Authority for determining when a deadhead movement is to be considered as made at Company request is vested with the Chief Pilot or his designate, excluding the conditions specified in Paragraph 10.04 hereunder

- .02** In accordance with Article **17.11.03** of the Agreement, at any **time** that actual flight duty is performed, such duty time shall be extended to **include** the time involved in deadheading when deadhead credits are allowed.
- .03** Trip Hour Guarantee will apply to all trip time away from a pilot's **home** base when one or more legal layovers is necessitated in the performance of his duties (except as specified in Section **10, Para. 10.04** and provided that:
- (a) When a deadhead movement takes place before flight duty, the pilot leaves his home base on the flight specified by Crew **Scheduling**, and
  - (b) When a pilot deadheads to his home base **after** termination of flight duty he does so on the first available **flight** subject to the provisions of **Paras. .01 and .02** of this Section.
- A pilot who is unable to operate his return flight due to **cancellation**, substitution, **consolidation** or **misconnection** and who deadheads back to his home base shall receive applicable deadhead and special flight time and pay credits.
- .04** All reserve pilots will receive pay and flight time credit as **specified** in **.01, .02** and **.03** preceding when awarded a flight or flights by the Company in which deadheading occurs.
- .05** When a blockholder elects to fly open time which includes deadheading, deadhead pay and credits and special duty **time** and trip **time** credits shall be applicable.

**10.04** **NON FLIGHT PAY AND TIME CREDITS**

Flight pay and time credits shall not apply under the following conditions:

- .01** A blockholder elects to deadhead, and is so **authorized** to pick up a flight or flights in his block selection. In this case, **DPG** and/or **THG** would not be effective until the actual commencement of flight duty. If a blockholder is ordered by the Company to deadhead to pick up his block flights, he shall be entitled to **flight** pay and time credit. For duty period limitation purposes only, a pilot deadheading without deadhead credits shall **be deemed** to have been **on** duty thirty **(30)** minutes (or **one (1)** hour as applicable) prior to the planned departure time and until **fifteen (15) minutes** after arrival of the deadhead flight.
- .02** A blockholder who is deadheading **without** deadhead credits because of **misconnection** or cancellation shall be deemed to have **terminated** duty **thirty (30)** minutes after the arrival time of the flight which he operated or at time of cancellation, **whichever** is later and Duty **Period** Guarantee terminates at that time. (Trip Hour Guarantee will be **in** accordance with **Section 10, Paragraph 10.03.03** above.)
- .03** A pilot travelling to another base for the purpose of ground or flight training except as outlined in Article **12.08** where **DC-9** deadheading rates are applicable in addition to any minimum monthly guarantee or cap.
- .04** A pilot transfers to another base.

## 12.5 CO-TERMINAL

Pilots based at a "Co-Terminal" whose trip sequence originates at one airport and terminates at another airport within the "Co-Terminal" will have an agreed travel time added where it occurs to the beginning or end of the duty period for the purposes of duty time limitations as defined in Article 17 and Special Flight Time and pay credits as defined in Article 11.1. Deadhead credits as in Article 12 shall be applicable. Expected bus transportation will be provided by the Company.

01. Application of this article at Montreal Base shall be as follows:

Agreed travel time: 40 minutes

Depart YUL - Arrive YMX - travel time added as an extension to the off-duty time at YMX - Deadhead credits apply YMX-YUL

Depart YMX - Arrive YUL - travel time added prior to the scheduled reporting time at YMX

Deadhead credits apply YUL - YMX

02. Flights scheduled and actually operating from Dorval to Dorval or from Mirabel to Mirabel are not considered as a "Co-Terminal" operation.

03. Example 1:

### PAY CREDITS

Ground Transport	YUL		YMX	-		3:20
866.2	YMX	2140	LHR	-	0855	6:15
857.4	LHR	1425	YYZ		1700	7:35
422.4	YYZ	1800	YUL		1900	1:00
						<u>15:10</u>

In the above example on duty time would commence at 2000 and terminate 1930

### Example

401	YUL	0700	YYZ	-	0810	1:10
942	YYZ	1050	BDA	-	1420	2:30
2955	BDA	1700	YMX	-	1830	2:30
Ground Transport	YMX		YUL			20
					DPG	<u>20</u>
						6:50

Example 3: - Irregular Operation

A flight pairing is scheduled to operate **YMX-BDA-YYZ-YUL**, as follows:

						<u>PAY CREDITS</u>
Ground Transport	<b>YUL</b>	-		<b>YMX</b>	-	<b>0:20</b>
<b>954</b>	<b>YMX</b>	-	<b>1300</b>	<b>BDA</b>	-	<b>2:40</b>

On arrival at **BDA** there is a change in plans and the crew now operates as follows:

<b>2955</b>	<b>BDA</b>	-	<b>1800</b>	<b>YMX</b>	-	<b>2:30</b>
Ground Transport	<b>YMX</b>	-		<b>YUL</b>	-	<b>0:20</b>
						<b>5:50</b>

In this example, deadhead credits would apply to **YUL-YMX** and **YMX-YUL**. Duty time would commence at **1120** and end at **2040**.

**10.06** CO-TERMINAL -DEADHEAD TIMES

Deadhead times for crew movements between co-terminal airports will be as follows: The following stations will be considered as "Co- Terminals" for the application of pay and credits as outlined in Article **17**.

Montreal	<b>Mirabel - Dorval</b>	<b>40 minutes</b>
Vancouver	<b>Vancouver - Abbotsford</b>	<b>60 minutes</b>
Edmonton	<b>International - Industrial</b>	<b>40 minutes</b>
New York	<b>LaGuardia - Newark</b>	<b>60 minutes</b>
	<b>LaGuardia - Kennedy</b>	<b>40 minutes</b>
	<b>Newark - Kennedy</b>	<b>40 minutes</b>
London	<b>Heathrow - Gatwick</b>	<b>40 minutes</b>
Paris	<b>Charles de Gaulle - Orly</b>	<b>40 minutes</b>
Rome	<b>Leonardo da Vinci - Ciampino</b>	<b>40 minutes</b>
Milan	<b>Linate - Malpensa</b>	<b>40 minutes</b>

Travel times for any co-terminal airports that are to be planned in a pairing and are not covered in the above list will be reviewed with the Association.

**10.07** SURFACE DEADHEAD

When a pilot is required to deadhead via surface transport, except as detailed in Section **10.05**, he will receive pay and credits in accordance with Article **12.01** for the **actual** times involved.

**NOTE:** Pilots must notify the crew scheduling **office** of the actual times involved upon return to home base, should these times be different **than** planned.

## SECTION 11 - MINIMUM MONTHLY GUARANTEE

### 11.01 GENERAL

- 01 When computing a pilot's pay entitlement for a month, the minimum monthly guarantee as specified in Article 10, is applied in various ways. For a complete month the minimum guarantee for blockholders is sixty-six hours (66.00) and for reserve pilots is seventy hours (70.00). This is paid at one-half (1/2) day one-half (1/2) night differential time rate of pay (which includes hourly, mileage and weight pay), plus applicable overseas premium for B-747, B-747-400, A-330/340, B-777, A-320X320 and the nav-aid pay differential for the A-319/320.

For the following, the minimum guarantee will be as follows:

**Blockholders** - Sixty-seven hours and forty minutes (67.40), one-half (1/2) day and one-half (1/2) night.

**Reserve Pilots** - Sixty-one hours and forty-five minutes (61.45) one-half (1/2) day and one (1) night.

- 02 For pilots absent part of a block month, the following applications will apply:

- 01 Blockholders and reserve pilots who are away for part of a month due to leave or absence (including long term illness), removal from the payroll, or not being a 24 id in conjunction with vacation, will have his monthly minimum guarantee prorated for the period actually worked. He will be paid the greater of actual earnings versus this prorated minimum guarantee. Pilots who have sufficient bank to offset the optional 24/48, will have these days considered in the proration of minimum guarantee.
- 02 A reserve pilot who is away for part of a month due to vacation, training, sickness will have his monthly minimum guarantee prorated for this period. He will be paid the greater of his average earnings versus the prorated minimum guarantee.
- 03 A pilot who is on duty for part of a month will always be paid the greater of his prorated minimum monthly guarantee or his actual earnings during the period worked.

### 11.02 FORMULA:

Number of days in period x **M.M.G.**  
\_\_\_\_\_ = Prorate **M.M.G.**

Block days for Month

**Example 1:** A reserve pilot on training/vacation for 14 days of a 30 day month accrues 30 hours of flight pay credits:

- a) For the period actually worked the greater of:

$$\frac{16}{30} \times 70:00 = 37:20 \text{ prorated M.M.G.} = \$$$

30

OR

30 Hours of flight time = \$

PLUS

- b) For the period of training/vacation, the greater of:

$$\frac{14}{30} \times 70:00 = 32:40 \text{ prorated M.M.G.} = \$$$

30

OR

14 Days average earnings = \$

11.03

**FLIGHT TIME LIMITATIONS:**

Daily flight time credit values will be pro-rated up or down during any month in which the flight time limit is flexed up or down (1/30th of the designated monthly maximum).

For the purposes of flight time limitations, the following will apply:

- .01 Blockholders will have 1/30th of the designated monthly **maximum** applied for each day of training, leave of absence, optional **48**, or removal from the payroll.
- .02 Reserve pilots will have 1/30th of the designated monthly maximum applied for each day of **vacation**, training, sickness, furlough, leave of absence, option **48**, or removal from the payroll.
- .03 A pilot **optioning 24/48** in conjunction with vacation who has sufficient bank time will have 4 hours per day applied for pay and **flight** time limitations.

## SECTION 12 - SICK LEAVE

- 12.01 This section is provided to outline additional information and some administrative procedures applicable to leave of absence including sick leave. Sick leave provisions are established under Article 19 of the Agreement.
- 12.02 Sickness is defined as illness of the employee himself and includes injuries received while off duty.
- 12.03 Sick leave entitlement is outlined in Article 19.02 and 19.03 of the Pilots' Agreement. Currently this is 12 days at January 1st each year, plus accumulated sick leave entitlement as per Article 19.03. (See Article 19.02 for entitlement if employment begins after January 1st). For the purpose of this section, day shall mean a twenty-four (24) hour period or part thereof.
- 12.04 Except when the sick leave entitlement has been fully used, pay during sick leave will be as per Article 19.04, 19.05 and 19.08.
- 12.05 When a pilot's sick leave entitlement has been fully used and sickness occurs, the pilot may arrange to take unused vacation credits.
- 12.06 A pilot without sick leave or vacation credits will be covered by Article 20 (leave of absence without pay).
- 12.07 SICK LEAVE CHARGES

Deductions from a pilot's sick leave allowance (number of days) and pay under Article 19 of the Agreement begin at the same time as follows:

- 01 For blockholders, the sick leave period begins at the on-duty time when the blockholder is unavailable for his next scheduled flight. A day shall be charged for each 24 hour increment or part thereof. A pilot on sick leave who was awarded make-up flying will neither be charged for sick leave nor credited for the flying.
- 02 For reserve pilots, sick leave shall commence at the earliest on duty time of any assignment for which the pilot would have otherwise been alerted or assigned or at the time the pilot is unable to be contacted. A day shall be charged for each 24 hour increment or part thereof.
- 03 A reserve pilot who is off "sick if required" and desires to be paid and flight time limited prior to his being required for flight duty must advise Crew Scheduling at that time and he will be booked off immediately.

## 12.08 BOOK-OFF PROCEDURES

When a pilot anticipates that he may not be available for duty it is necessary that Crew Scheduling be informed as early as possible. That early advice will not result in any additional charge against the pilot's sick leave allowance. That advice will be processed as follows.



- .01 Should a blockholder actually book off sick, he may place a "sick hold" on future flying. If Crew Scheduling are not advised prior to four hours before departure, the flights will be awarded.
- .02 If a blockholder does not actually book off, this advice will be used for planning purposes only, and will not result in the pilot being "booked off". The pilot must advise Crew Scheduling of his non-availability, otherwise, he will be expected to operate his flights.
- .03 A Reserve pilot who books "sick if required" **will** be actually booked off at the earliest on duty time of any assignment for which the pilot would have otherwise been alerted or assigned, or at the time the pilot **is** unable to be contacted. A Reserve pilot must advise Crew Scheduling of his availability for open time.

#### 12.09 SICK LEAVE CALCULATION

Calculation of the number of days of sick leave used and calculation of pay is based on the actual book-on time for blockholders. When the book-on time is prior to the termination of a flight in his block, pay is calculated only to the book-on **time** or to the **completion** of the **24** hour sick **day** as calculated from the book-off time. A blockholder who lost time as a result of this procedure is eligible to go on "make-up". When a reserve pilot books on, and subsequently flies in that **24** hour period, such book-on time shall be deemed to have been at the end of the preceding **24** hour period sick time.

- 12.10 A pilot who is off sick and who expects to be available to fly may go on "make-up" or reserve availability, as appropriate; such pilot will be awarded flying in the normal manner provided that Crew Scheduling is advised by the pilot that he will be available for the flight. A blockholder on sick leave who was awarded make-up flying will neither be charged for sick leave nor credited for the **flying**.
- 12.11 A pilot who has been absent from duty due to injury or illness for a period of over seven **(7)** days must normally have a Company Medical Examination before resuming duty. At the discretion of the Company Physician, the requirement for a Company Medical Examination may be waived after discussion between the Company Physician and the pilot.
- 12.12 A pilot who suffers injury or illness at any time which may affect medical fitness will check with a Supervisor and the Medical Department prior to any **flight** duty.

#### 12.13 BEREAVEMENT/COMPASSIONATE LEAVE

Compassionate/bereavement leave is not sick leave. Provisions for compassionate/bereavement leave are outlined in Company Manual **707**. For other personal reasons, time off may be arranged through the pilot's base supervisor (see Section **5.04** for applicable rules when **flights** are dropped or exchanged).

## SECTION 13 – BANK PLAN

### 13.01 GENERAL

In accordance with Article 7.03, 17.01, 17.12, and 17.12 of the Collective Agreement, the Bank Plan will be applied as per this Section:

- 02 The bank plan is designed to ensure a pilot's payment of monthly flight credits to the designated monthly maximum or seventy-eight (78) hours, whichever is greater. It does not necessarily limit flight hours to seventy-eight (78) hours, but provides greater flexibility via "legally" rules to bank excess time. Bank utilization should ensure that most pilots are paid for seventy-eight hours each month.
- 03 Bank time will not be used to offset Minimum Monthly Guarantee
- 04 Any pilot whose monthly flight credits exceed the designated monthly maximum or 78.00 hours whichever is greater will have the excess placed in his bank where it will accumulate and be applied as a start credit for monthly bid preferences or to obtain the monthly maximum of seventy-eight hours. The bank time is always paid at maximum rates (night, gross weight)
- 05 Pilots converting to new equipment and/or status will have bank credits (positive/negative) converted as per the provisions of Article 7.03.06

### 13.02 BANK CAP DETERMINATIONS

- 01 Factors **resulting** in the reduction of the bank cap (the designated monthly maximum or 78.00 whichever is greater, in a month) are as follows:
  - (a) Assignment to the plane a new pilot on completion of ground school will have the bank cap reduced by the number of days in that month prior to assignment)
  - (b) Return from Permanent Management Pilot, Acting Check Pilot, or Acting Flight Instructor duties or vice versa
  - (c) Absences from the payroll (i.e. leave of absence without pay account illness, etc.)
  - (d) A reserve pilot on vacation or in training receiving average earnings in accordance with Articles 14.02 and 18.05 will have the cap reduced by the number of days of such entitlement
- 02 In calculating the Bank Cap under conditions listed in 01 above, the designated monthly maximum or seventy-eight (78) hours, **whichever** is greater, is multiplied by the **number** of block days less days not **applicable** for cap purposes and divided by total block days

Example:

A reserve pilot with **15** training/vacation days and flying as an example **42:00** hours in the remainder of the month (e.g **31** day month) would be paid and banked as follows:

1. Training as per Article **14.02** of the Agreement or vacation as per Article **18.05** of the Agreement.

2. Bank Cap ~~Calculation~~.

$$\begin{array}{rcl} 78:00 & \times & 16 \\ \hline & & (31 \text{ less } 15 \text{ training/vacation days}) = 40:16 \\ & & 31 \end{array}$$

3. 

Bank Cap	40:16
Actual Flying	42:00
Therefore bank credited	01:44

**13.03**      BANK TIME UTILIZATION

- .01 A pilot with positive bank time may request that a start credit be applied toward his Monthly maximum block projection. This request must be done at the time such pilot is bidding his monthly assignment. The approval of such request will be subject to crew coverage.

- .02 A pilot bidding a block selection with bank credits in excess of twenty **(20)** hours will have the excess automatically applied towards **his** monthly block total.

Example: A pilot has **23:40** in his bank, the system will automatically assign **3:40** against his maximum block projection and build a block to a maximum of **74:20**.

$$(78:00 - 3:40 = 74:20)$$

- .03 A reserve pilot having bank credits in excess of twenty **(20)** hours should indicate the day(s) from which he wishes to be released subject to the approval of the Chief Pilot or **his** designate. This should be done by the tenth **(10th)** day of the "current month ". If the pilot did not make this designation, the Company may designate the duty day(s) to be dropped in that month. Bank credits of four **(4)** hours will be applied against each calendar day.

- .04 A reserve pilot with **positive** bank credits not in excess of twenty **(20)** hours **will** have the option to drop duty days once the month **is** in progress subject to the approval of the Chief Pilot or his designate. Bank credits of four **(4)** hours will be applied against each calendar day.

**13.04**      VACATION EXTENSION - BANK USAGE

- .01 A pilot may elect to apply **his** bank credits toward additional vacation days at the rate of four **(4)** hours for each calendar day. Such pilot must request the additional days when bidding his monthly **assignment**.

02 When a pilot exercises his option for a twenty-four (24) or forty-eight (48) hour period in conjunction with his vacation, he will have a four (4) hour credit applied to his flight time for each twenty-four (24) hour period. If a pilot does not have sufficient bank time, he will have his monthly block projection reduced by 1/30th of the designated monthly maximum for each twenty-four (24) hour period, and the minimum monthly guarantee shall be prorated accordingly. The option of using an optional 24/48 in conjunction with vacation must be requested when a pilot is bidding his monthly block assignment.

Example A pilot who has a total of 7/62 in his bank and is requesting an optional 48 in conjunction with his vacation will have 4 hours applied for the first 24 hour period and have the monthly block reduced by 1/30th of the designated monthly maximum for the second 24 hour period.

### 13.05 BLACKOUT PERIODS

During specified periods as agreed to by the Company and the Association, including the period December 20th to January 3rd, requests for additional days off will not be allowed except in conjunction with vacation, and optional 24/48.

### 13.06 ERROR ADJUSTMENT

Errors to a pilots flying credit summary and pay when corrected will be credited/debited to the pilots bank in the event the pilot was paid the monthly maximum. In the event the pilot was not paid the monthly maximum, he shall be issued a cheque to bring his pay up to the monthly maximum and the remainder credited to his bank. Where the pilot is being debited and there are no bank credits available the pilots negative bank will be utilized to handle the debit up to the maximum of the negative bank.

### 13.07 NEGATIVE BANK

- 01 A pilot may use negative bank up to thirteen hours thirty minutes (13/30) to increase monthly flight pay up to the designated monthly maximum or seventy-eight (78/00) hours, whichever is greater.
- 02 Any amount of negative bank may be borrowed in any one month but not to exceed the maximum as described in 01 above.
- 03 The negative bank borrowed may not be used to offset loss of flight pay due to sickness or dropping of flights.
- 04 Any bank credit will be used to offset any negative bank balance prior to being credited to his bank.
- 05 Negative bank will not be used to offset monthly minimum guarantee.
- 06 A pilot who elects to borrow from the negative bank must advise Crew Scheduling no later than two (2) days after block month end.

## SECTION 14- APPLICATION OF DUTY PERIOD AND TRIP HOUR GUARANTEES

### 14.01 CANCELLED FLIGHTS IN HOME BASE SEQUENCE

Example	Flt	252	YYZ	1100	YUL	1200	-	1:00
		305	YUL	1400	YYZ	1510	-	1:10
		305	YYZ	1655	ORD	1715	-	1:20
		304	ORD	1830	YYZ	2045	-	1:15

- .01** If Flights **252** and **305 (YYZ-YUL-YYZ)** in Example 1 are cancelled and **305-304 (YYZ-ORD-YYZ)** are subsequently operated on schedule, the duty period **(1 in 2)** for guarantee purposes would commence in this case at **15:55** and terminate at **21:15** if the pilot had been advised of the cancellation prior to arriving at the airport at **10:00** for the scheduled departure of Flight **252**; otherwise the duty period **(1 in 2)** for guarantee purposes would commence at **10:00**.
- .02** If Flights **252** and **305 (YYZ-YUL-YYZ)** in Example 1 are operated on schedule and **305, 304 (YYZ-ORD-YYZ)** are cancelled, the following would apply:
- (a) Where **305** and **304 (YYZ-ORD-YYZ)** are cancelled prior to scheduled departure of **305**, then duty period **(1 in 2)** for guarantee purposes should terminate at **15:40** or the time of cancellation, whichever is later, assuming a scheduled arrival at **YYZ** of the **YUL-YYZ** leg of **305**.
- (b) Where **305** and **304 (YYZ-ORD-YYZ)** are cancelled after the scheduled departure of **305 (YYZ-ORD)** then the duty period **(1 in 2)** for guarantee purposes would terminate at the time of cancellation.
- .03** At some bases, it is possible there will be sequences made up of three pairs. In this event, a **similar** application would be made to cancellation of either the **first** or last pair as outlined in **.01** or **.02** above. If only the middle pair should cancel, then it is understood that the duty period **(1 in 2)** would run continuously.
- .04** If the pilot has reported to the airport to operate Flight **252** in Example 1 schedule and the flight is involved in a delay but subsequently operates as Flight **252**, or its replacement, then the duty period **(1 in 2)** for guarantee purposes would commence at **10:00**. If, on the other hand, the pilot is contacted prior to leaving home for **252** and advised of the late operation then duty period **(1 in 2)** for guarantee purposes would commence one hour prior to actual **time** of departure or the required reporting time.
- .05** If a pilot has reported to the airport and fails to operate a flight for which he was assigned (blockholder or reserve) but subsequently operates another flight, except as in **.04** above, the duty period **(1 in 2)** for guarantee **purposes** would commence one hour prior to the planned departure of the **flight** which failed to operate.
- .06** If a pilot reports to the airport for Flight **252**, and he is on reserve or is a drafted blockholder, and the flight is put into a lengthy delay and subsequently cancels along with Flight **305**; then the pilot shall be paid the applicable duty period guarantee from **10:00** until the time of cancellation as he is at the airport "at Company request" as per Article **17.11.01.02** of the Agreement.

07. If a blocknoder reports to the airport for Flight 252 which is put into an indeterminate or lengthy delay, he may request (at 12:00, one hour after the scheduled departure time of flight 252) to be relieved of the complete pairing. Such decision shall be at the discretion of Crew Scheduling when the pilot is required to remain for the possible departure of flight 252, then the provisions of Article 17.11.01-02 will apply.

#### 14.72 DEADHEADING AT COMPANY REQUEST TO START OR COMPLETE DUTY PERIOD OR TRIP TIME

01. To start a duty period (1 in 2) where D/H credits applicable under Section 10.03 of the Scheduling Rules

<u>Example</u>	D/H Fit	808	YVR	11:00	AG	1625
		853	YWG	1520	CR	2130

Duty period (1 in 2) for guarantee pay would start at 11:00 and assuming a schedule operation of 853, terminates at 22:00

02. To complete a duty period where D/H credits applicable under Section 10.03 of the Scheduling Rules

<u>Example</u>	Fit	705	YUL	1325	YYZ	1440
	D/H Fit	704	YYZ	1515	YUL	1625

Duty period guarantee (1 in 2) pay would commence at 13:25 based on a schedule departure of Flight 705. It would normally terminate at 16:40 assuming a schedule operation of Flight 704. It is understood that if the pilot is unable to deadhead on the designated flight and is able to furnish proof of his inability to do so then his guarantee would be extended to cover the actual deadhead flight. This is applicable only where deadhead credits are allowed in accordance with Section 10.03 of the Scheduling Rules.

#### 14.03 DEADHEADING DUE TO IRREGULAR OPERATIONS

01. To start a duty period where D/H credits not applicable in accordance with Section 10.04 of the Scheduling Rules (not at Company request)

<u>Example</u>	Fit	252	YYZ	1100	YUL	1200	1:00
		305	YUL	1400	YYZ	1510	1:10
		305	YYZ	1655	CRC	1710	1:20
		304	ORD	1830	YYZ	2045	1:15

If Flight 252 should cancel and the pilot elects to D/H for flight 305 without credits in accordance with Section 10.04.01 of the Scheduling Rules, then the duty period (1 in 2) for guarantee purposes would commence at 11:30 assuming a schedule departure of 305 in YUL. Further, should the pilot miss 305 YUL-YYZ for any reason or should the flight cancel after his arrival at YUL and he ends up chasing his 305 (YYZ-ORD) and subsequently operates its schedule then his duty period (1 in 2) for pay purposes would commence at 15:15. The maximum

scheduled duty period would commence thirty (30) minutes prior to the planned departure time of the flight on which the deadhead movement took place.

- .02 To start a duty period where D/H credits are authorized in accordance with Section 10.03 of the Scheduling Rules (at Company request)

Using the same set of circumstances outlined in Para. .01 above, when a pilot is ordered to D/H to chase his block flights, then guarantee would also be applicable in accordance with Article 17.11.03 of the Agreement.

- .03 To complete duty period or trip time where D/H credits authorised in accordance with Section 10.03 of the Scheduling Rules.

Example	Fit	850	YVR	0955	YYZ	1700
		851	YYZ	1900	YUL	2050

If Flight 851 should cancel and the pilot deadheads to his home base, D/H credits will apply and the duty period guarantee will be the same as in Section 15.02.02. If the deadhead to home base cannot be made until the following day, then DPG credits would be applicable in accordance with Article 7.01, 12.02 and 17.11 of the Agreement as follows: flight time and DPG credits, if applicable, or the first day calculated from the commencement of duty at 08:55 until thirty (30) minutes after arrival in YYZ or until time of cancellation of flight 851, whichever is later, and deadhead credits and DPG credits, if applicable, or THG based on commencement of duty at 08:55 until arrival at home base on the first flight with space available.

- .04 En route cancellations or away from home base irregularities after commencement of duty.

Example	Fit	861	YUL	2345	YWG	0300	
		861	YWG	0345	YVR	0540	L/O 30:55
		800	YVR	1405	YUL	2340	

Let us assume that the pilot operated 861 YUL-YWG schedule and the flight cancelled YWG-YVR account mechanical.

If he elects to chase his 800 YVR-YUL as provided in Section 10.04.01 of the Scheduling Rules and subsequently operates 800 back to his home base there would be no break in trip time for application of THG. However, DPG would be applicable only to the YUL-YWG portion of 861 and along the lines of the Example in Section 15.03.03 and would terminate at 03:30 CST. There would be a normal application to the operation of flight 800 YVR-YUL.

If, in the same example, the pilot is required to deadhead to YVR to fly his 800 YVR-YUL, then DPG would be applicable in accordance with Article 17.11.03 of the Agreement.

## SECTION 15 IRREGULAR OPERATIONS

### 15.01 GENERAL

It is not considered feasible to establish rules for a system-wide application to govern pilot scheduling during periods of irregular operations. It is during these periods that many branches of the Company's activity are taxed to the limit with the brunt of the burden falling on the Flight Operations Department, and particularly on our flight crews. Generally speaking, the least disruption to pilots will usually result if blockholders remain with their assigned flights. It is appreciated, however, that depending upon the route pattern and geographical location of layover points, uniform application of such policy might not provide the best operational protection and might also create an unwarranted hardship on one particular crew.

In view of the many variable factors involved, it is considered more practical for the Chief Pilot on the applicable equipment, in collaboration with the Base Pilot Scheduling Committee, to adopt certain basic rules which will apply during periods of irregular operations, based on the problems peculiar to the pilot base. As local base rules must conform with the general policies specified in the Agreement or with system rules which may be in effect at the time, such local rules shall be approved by Flight Operations Headquarters and ACPA prior to adoption. There are certain system rules which shall apply during irregular operations as follows:

### 15.02 MAJOR DISRUPTIONS OF OPERATIONS

During major disruptions to operations, such as those caused by severe weather systems, reduced airport capacity caused by unforeseen events involving third parties, etc., crews will be expected to remain available to protect the operational interests of the Company if they are affected by such disruptions. Crews desiring return travel to their home base via other than Company flights shall first clear such action with the Chief Pilot or his designee.

### 15.03 CONSOLIDATIONS

The designator of the flight which operates will govern the crew to be assigned.

### 15.04 CANCELLATIONS AND RE-DESIGNATIONS

When a flight is cancelled and re-designated (operating to the same destination) it will be assigned to the crew whose flight was cancelled. Where co-terminal operations are in effect they are considered as one (for the purpose of this section).

#### Examples:

1. Flight 370 YYB-YYZ is cancelled due to oversale and Flight 2370 is set up to operate YYB-YYZ.
2. Flight 478 YYZ-YUL is cancelled and Flight F012 YYZ-YUL is set up to place the same equipment in YUL operating in the same approximate time span.



3. Pairing ~~DC-8~~ placement Flight ~~YUL-YMX, 469 YMX-YYZ, 484 YYZ-YOW, 483 YOW-YYZ, 876 YYZ-YMX~~. Placement flight is cancelled. Then ~~DC-8~~ substituted on ~~Rapidair 401~~ YUL-YYZ. The pilots shall operate Flight ~~401~~.

15.05 SUBSTITUTION OF EQUIPMENT

When a different type of equipment to that which a pilot is competent on is substituted on a flight, such flight shall be assignable to a pilot affected as in Section 8.10 or Section 15.11; otherwise, it shall be considered an "open" flight and coverage arranged accordingly. The pilot on the substituted flight shall not be entitled to flight pay or time credit for the trip missed, except as covered in Article 12 and Article 11.12 of the Agreement.

Examples:

1. Flight ~~460~~ YYZ 1800 YUL 1900 normally ~~A-320~~ equipment, is now substituted by ~~DC-9~~ equipment.
- Flight ~~478~~ YYZ 2000 YOW 2050  
YOW 2110 YUL 2140 normally DC-Q equipment,  
is now substituted by ~~A-320~~ equipment.
- (YUL is a scheduled layover point or home base).
- (a) A-320 Crew  
This crew will now operate ~~Flight 478~~ YYZ-YOW-YUL (subject to legality).
- (b) DC-9 CREW  
This crew if legal and in position will now operate ~~Flight 460~~.

15.06 DELAYS AFFECTING MINIMUM HOME BASE REST PERIODS

A blockholder will not be required to leave his home base in violation of the minimum required off-duty rest period of ~~11:30~~ hours specified in Article 17.05 of the Agreement. The pilot may, at his ~~discretion~~, reduce his minimum home base rest period to no less than ten ~~(10)~~ hours.

Under these circumstances, the flight(s) will be "open" and pilot coverage arranged accordingly.

15.07 DELAYS AT HOME BASE AFFECTING MAXIMUM SCHEDULED DUTY PERIODS

If a flight is delayed at a pilot's home base after he has reported for duty, to the extent that the maximum scheduled duty period will be exceeded, the flight may be flown in ~~the~~ same manner as if ~~the~~ delay had occurred ~~enroute~~ as provided in Article ~~17.04.01B).01~~ and ~~17.04.02.03 B).01~~ of the Agreement. If the flight crew ~~anticipate~~ that a delay for crew rest may be called ~~enroute~~, then a reserve crew should be called to operate the flight, or the ~~enroute~~ crew rest delay accepted.

15.08 DELAYS AFFECTING SCHEDULED LAYOVER REST PERIODS

When the outgoing and incoming flights provide a scheduled layover rest period as specified in Article 17 of the Agreement, and the outgoing flight is delayed to the extent that the minimum layover rest period cannot be provided and the outgoing and incoming flights cannot be flown within the maximum scheduled duty period, the decision to fly the return flight on schedule shall be left to the discretion of the pilots concerned under the application of Article 17.14.03 of the Agreement. If the pilots do not elect to turnaround on schedule, and the return flight cannot be handled by another crew at the turnaround point, then a delay for crew rest should be taken either at the originating base or at the turnaround point.

15.09 A pilot who is unable to deadhead to his home base due to irregular operations, must remain available for any necessary flight duty, or may be placed on crew rest after which he must be available for any necessary flight duty until such time as he is able to deadhead or operate a flight back to his home base.

15.10 A pilot operating in excess of the maximum duty day may continue at his option even though passing through a crew base but not home base. A pilot who wishes to be relieved at a crew base must inform Crew Scheduling of his intentions as early as possible so that a reserve pilot may be alerted when necessary.

15.11 ONE-WAY FLIGHTS (INTO A CREW BASE) and FLIGHT DISRUPTIONS (THROUGH A CREW BASE)

01 When the best operational interest will be served, a pilot operating a one-way flight into a crew base, or whose flight to his home base or scheduled layover point has been disrupted will be assignable to any unassigned one-way flight which will return or continue him on to his home base or scheduled layover point if/here practical. A reserve pilot assigned at that base may be displaced for this purpose, regardless of seniority, subject to the required three (3) hour displacement rule (ref Section 8.06). In the case of pilots being on make-up and/or immediate make-up for the flying in question, normal system seniority shall prevail.

EXAMPLES OF ONE-WAY FLIGHTS

Flight 636 YUL-YQM is open with a deadhead return. A crew losing flying YUL to layover point YQM would be assigned Flight 636 YUL-YQM.

Flight 615 YUL-YOW-YYZ is open with a deadhead return. A crew deadheading to home base or layover point YYZ from YUL would be assigned Flight 615 YUL-YOW-YYZ.

Flight F069 YUL-YYB and Flight C012 YYB-YYZ are open with a deadhead return. A crew deadheading to home base or layover point YYZ from YUL could not be assigned these flights as they do not conform to the "one-way return to home base".

- .02 Except as provided in Section **15.09**, if there is no flight available on which a blockholder can be returned to his home base under the provisions of this paragraph, he may only be required to remain at the base on a stand-by basis for a period which would hold him no more than two **(2)** hours beyond the departure time of the flight he was scheduled to deadhead on or operate, without providing definite information as to a specific flight to be covered. If no definite information can be given prior to the expiration of this waiting period, he shall be allowed to deadhead home. This rule applies only at a base where there is other coverage available.

**15.12** IRREGULARITIES **REQUIRING** DEADHEADING

A pilot may be required to deadhead to pick up the balance of his blocked flights (of awarded flights) when a portion of a flight sequence is missed because of cancellation, consolidation, **misconnection** or substitution. (Article **12.03** of the Agreement).

In such circumstances Crew Scheduling will advise the pilot as early as practicable whether or not he **will** be required to **D/H** to pick up the balance of his flight sequence.

- .01 The pilot will be required to D/H to fly ~~the~~ flights in his block except when a double deadhead movement would result.
- .02 The pilot will be required to D/H to fly the balance of the flight sequence, even though a double deadhead results, whenever the reserve pilot who is covering a portion of that flight sequence is required to provide adequate reserve coverage at his base.
- .03 The pilot will be required to **D/H** to protect the balance of the flight sequence, even though a double deadhead results, if the deadhead movement does not increase the total crew cost.
- .04 Notwithstanding the provisions of .01, .02 and .03 above, provided there is adequate reserve coverage at his base for the initial portion of the flight sequence, the pilot will not be **required** to deadhead to fly a **portion** of the flight sequence if by so doing it would obviously result in the pilot missing other flying in his block which would cause a greater loss of time.

Example: **Flt**

<b>456</b>	<b>YYZ</b>	<b>1700</b>	<b>YUL</b>	<b>1800</b>
<b>567</b>	<b>YUL</b>	<b>1900</b>	<b>YYZ</b>	<b>2000</b>
<b>789</b>	<b>YYZ</b>	<b>2100</b>	<b>YVR</b>	<b>2200</b>

- (a) If Flight **456** should cancel or be subject to equipment substitution and the operation of Flight **567** necessitates a deadhead, the blockholder **will** be required to deadhead to **YUL**, subject to space **availability** and ability of the **blockholder** to arrive in time to operate Flight **567**.
- (b) If in the above example flight **567** is planned to operate late so that a **misconnection** to flight **789** would result, the blockholder will not be required to **D/H** to fly **flt. 567** if adequate reserve coverage is available.

PROCEDURES WHEN A PILOT ELECTS TO CHASE A BLOCKER FLIGHT

When a blockholder is not required to deadhead to pick up the balance of his blocked flights following consolidation, cancellation, substitution or misconnection, he may elect to deadhead to any domestic terminal in order to fly the flight or flights for which he is legal. Deadhead pay and credits shall not apply and DPB and THG credits shall be applicable only for the flights actually flown. (Article 12.04 of the Agreement)

- 01 When Crew Scheduling has determined that the blockholder is not required to deadhead, following cancellation, substitution, consolidation or misconnection, he will be so advised as soon as practicable. The blockholder will then immediately inform Crew Scheduling of his intent to elect or not to elect to deadhead to fly the balance of the flight sequence.
- 02 When the blockholder elects to fly the balance of his flight sequence only the portion which he could not fly will be offered as open time. However, a pilot awarded the portion which the blockholder could not fly will normally be required to remain in position to protect the balance of the flight sequence. In those circumstances when the pilot on make-up flies all or a part of the balance of the flight sequence, the additional portion will not be considered as a draft.

## SECTION 16 – INVOLUNTARY ASSIGNMENT PROCEDURES

### **16.01      OBJECTIVES/DEFINITIONS**

- .01**      The Company, its pilots and the Association have at least two common objectives:

-To provide the best possible service to the travelling public consistent with sound economic consideration.

-To provide the best possible working conditions for all pilots, and other Company employees, consistent with the considerations necessary to achieve the first and primary objective.

The Company **recognizes** that drafting is undesirable and wishes to avoid drafting wherever possible. Nevertheless the Scheduling Rules must **provide an** orderly sequence to be followed by the Crew Scheduling Office when involuntary assignment is necessary to provide flight coverage.

- .02**      A pilot will be considered **drafted** when any of the following events occur. A pilot will attract a **50%** premium to the drafted flying under the provisions outlined in Section **16.06**.

**Note:** Exceptions are flying assigned under the provisions of Article **11.12** (Pay protection).

1.      The blockholder was assigned to involuntary flying from his home base.
2.      The blockholder was assigned to involuntary flying on a scheduled working day which increased his flight credits in relation to his scheduled flying which was missed because of the draft.
3.      The blockholder was assigned to involuntary flying which prevents him from operating his block flights or deadheading to chase his blocked flights when such a deadhead would be possible or from deadheading to home base following flight cancellation.
4.      The blockholder was assigned to involuntary flying on **a** scheduled working day which he performed In addition to his scheduled **flights**, and he attained increased **flight** credits for that working day as a result of the draft.
5.      The blockholder was **assigned** to involuntary flying away from home base when:
  - (a)      His blocked flying was operating and he could have legally performed that flying.
  - (b)      His blocked flying cancelled and he could have legally "chased" his blocked flying or deadhead home in the same **time** span (approximately two hours before and after) as his cancelled **flying**.

- (4) The drafted flying operates in the same time span as his cancelled/blocked flying, and as a result of such drafted flying he accrues increased flight credits.
- (5) The blockholder was assigned flying in accordance with Article 11.03 (Move-up), Section 8.11 and 15.11 (one-way flights), Section 3.08 (15-minute connection rule), and Section 14.03 (extensions of operations).
- (7) A reserve pilot is drafted for flying from his reserve base on an optional 24 or 48-hour off-duty period.

## PROCEDURES

When it becomes known by Crew Scheduling that a draft is inevitable, they will contact the pilot concerned and offer the flight(s) which are available and for which he is legal (Section 9.01) rather than cover the flights first from reserves and draft for what is remaining.

Drafting will be done on a personal contact basis only and not earlier than thirty-eight (38) hours in advance of the planned departure time of the drafted flying. Where additional flying not foreseen at awarding time causes a draft situation, it will be covered in the following manner:

- (1) The pilot drafted may be assigned new flying, CR.
- (2) The pilot drafted may be assigned to previously known flying and the reserve pilot, whose flight has been reassigned to re-drafted pilot will be re-alerted for the new flying.

The following steps shall be followed by the Crew Scheduler on duty when drafting becomes necessary:

**Step 1-** A pilot may indicate his availability for an involuntary assignment by placing his name on a Draft Availability List. This list will be maintained and updated on a daily basis by the Crew Scheduling Department. Pilots who have indicated their availability will be contacted and offered flying in accordance with their seniority for which they are legal, based on sound economic principles with due regard to seniority.

**Step 2** When the Crew Scheduler has sufficient time (normally 2 hours or more) to make the necessary contacts, the most junior blockholder legal shall be assigned subject to a more senior blockholder legal being offered and accepting the flying. However no calls shall be initiated between 2200 hours and 0700 hours for such flying.

Step 3 -The most junior qualified pilot at the base who is not on minimum home base rest period, or on one of his designated forty-eight **(48)** hour or seventy-two **(72)** hour off duty periods, provided his assignment to such flying will not result in another draft situation to cover his next blocked flight. A reserve pilot on scheduled time off is subject to drafting under this Rule if he is the junior **qualified** pilot and will have had a minimum of forty-eight **(48)** hours off-duty at home base from the termination of his last preceding period of reserve or flight duty and the commencement of duty prior to the flying for which he is drafted; or, if he has not had forty-eight **(48)** hours off-duty at home base, the **draft** will not result in his being on duty for more than five **(5)** consecutive days. (The forty-eight **(48)** hours referred to in this paragraph for blockholders shall be increased to sixty **(60)** hours and for a reserve pilot sixty **(60)** or sixty-two **(62)** hours, as **applicable**, if his preceding duty period extended into his designated off-duty period(s).)

Step 4 - The most junior qualified pilot at the base who is not on minimum home base rest period, but is on one of his **designated** off-duty **periods**, provided his assignment to such flying will not result in another draft situation to cover his next blocked flight. This means as well that a pilot with flying time available will be used prior to one **who** will be or **is** already over-projected. When drafting under this Rule, the Crew Scheduler will designate the off-duty period which the pilot will be given in return for the **one** that is being interfered with. Except at pilot option, the **re-designated** off-duty period may not precede the flight for which the pilot is drafted. If such designated off-duty period cannot be given in the current month, the pilot may not be drafted (exception Article **11.08**). A reserve pilot is not subject to drafting under this rule. This is in order to avoid complete disruption of subsequent reserve duty days and the Company's reserve coverage, which could result in further drafting being necessary. (This includes pilots removed from their block selection and **assigned** to reserve duty Reference Section **5.02**).

- .02 In the case of a Captain draft, the above steps will include only qualified pilots currently holding a Captain assignment. Flying pay for blockholders assigned to flying under Steps **1, 2**, and 3 shall be in accordance with the provisions of Article **11.07** of the Agreement.
- .03 If a blockholder on make-up or adequate reserves becomes available after a pilot has been drafted for a sequence of flights, he may, at his option, complete the sequence of flights or terminate his duty day at his next arrival at home base. Adequate reserves will exist if a reserve pilot is available and is not planned or required for other flying.
- .04 A pilot may not be drafted for a flight which interferes with his planned vacation period.
- .05 A reserve pilot is subject to drafting under Step 3 only during his optional **48**, or during an optional off-duty period when the preceding period of reserve is not more than **five (5)** days. The off-duty period lost as a result of a draft will be replaced.

## EXTENSION OF OPERATIONS

When a layover/turnaround pilot is requested by the Company to operate a flight(s) which is a logical extension to his blocked flying and be legal for his return blocked flight such layover/turnaround pilot may be assigned to the flight before leaving home base or not later than the arrival time at such layover or turnaround point. A pilot shall not lose flying pay as a result of this assignment. Any flying which is not a logical extension to a pilot's blocked flying will be handled by the other procedures identified in Section 16 or handled as open time in accordance with Section 17.

If after two such assignments taking place on non-standard layovers during the silent hours, the pilot may at his option drop the remaining flights in his block and stand normal reserve for the balance of the month. In this case all flying performed during the month will be handled as if the pilot was assigned to reserve duty at the start of the block month.

Example 1	308	YYZ	0745	YQB	0900	
	353	YQB	1540	YOW	1630	
	463	YOW	1740	YYZ	1830	Duty time 12:15

Flights 2558 and 251 are set up to operate YQB-YYZ-YQB departing YQB 0930 and arriving YQB 1230.

This flying would be a logical extension to Flight 308 in the above example.

Example 2:	162	YYZ	2055	YOW	2145	
	441	YOW	0600	YYZ	0655	Duty time 3:0

Flights F013 and C014 are set up to operate YOW-YYZ-YOW departing YOW 2215 and arriving YOW 0100.

This flying would be a logical extension to the pairing in the above example.

Example 3	227	YUL	1310	YQG	1435	
	206	YQG	2025	YUL	2145	L/O 28:20

Flights F029 and 2214 YQG-YWG-YYZ are set up to depart YQG 1600 and arriving YYZ 2045.

This flying, even though the pilots could legally operate and/or return to YQG would not be a logical extension and such flying would be considered as open flying.

Example 4	308	YYZ	0745	YQB	0900	
	353	YQB	1540	YOW	1630	
	463	YOW	1740	YYZ	1830	Duty time 12:15

Publicity flights departing and arriving YQB, scheduled for the stopover in YQB would be included in the above pairing as logical extensions except that in the above example, when four (4) such flights are scheduled then, as per the restrictions in Article 17.04.01A).06, such flying would be considered as open flying and not handled as an extension of operations.



02 A pilot scheduled to **terminate** duty at his home base shall not have **additional** flying added to **his** blocked flying except as **provided** for otherwise in the scheduling rules.

16 04 UNSCHEDULED REROUTING

When a pilot's scheduled flight is routed through a **station** to **which** it was not scheduled in the **original pairing** and such a **rerouting** results in a loss of flying time because of overprojection of **his** monthly **flying** or illegality for a blocked flight as a direct result of such rerouting he shall be paid and credited the **greater** of:

- (a) the flying actually performed, OR
- (b) the **pairing** as **originally** scheduled plus the **flying** time lost due to **overprojection** or illegality

The **provision** of this paragraph is not **applicable** when a flight is re-routed because of weather, **technical** reasons, **enroute** fuel stops, mechanicals or alternate operations

16 05 INVOLUNTARY ASSIGNMENT LEGALITIES

When a **pilot** has been **involuntarily** assigned during the month, he must be legal outbound for his **last pairing** of the month so as not to exceed the **designated** monthly maximum hours. Any make-up **flying** done before the involuntary assignment to flying **will** be considered as **being** a part of the pilot's original blocked **flying**.

When a pilot has been **assigned flying** in accordance with Article 11 03, Sections 8 08 and 8 10 03, he shall receive flying pay **and credits** for the actual flying performed or for the **flights** in his block as if flown according to schedule whichever is greater. **Flying** that has been assigned under these **provisions** will not be **considered** a draft for legality purposes (ref Section 9 04 01)

In accordance with Article 11 07 through 11 09 of the Agreement the blocked flights **missed** (including awarded open time) are compared to the **draft operation** and the greater **dollarwise**, regardless of flight time value, **is** applied for pay purposes

- 01 a) A pilot is projected because of block growth to depart home base on his with eighty-five hours (85:00) for the block month. Following this block growth and prior to the last pairing of the month the pilot is drafted to operate a short turnaround worth four hours fifteen minutes (4:15). Because he has been drafted, he can no longer depart home base legally, as per Section 9:04:01, as he does not have sufficient time available and, because of the involuntary assignment, cannot use the 7:59 rule ex home base, therefore he is compelled to drop his last pairing. In this case, he would forfeit the four hours fifteen minutes (4:15) draft pay for the day for his last blocked pairing twelve hours (12:00). He would thus be paid for seventy-eight hours (78:00) and seven hours (7:00) would be credited to his bank. Thus, in accordance with the draft articles of the Agreement, a pilot will always receive the greater pay in relation to the draft versus his last pairing(s) which he would be compelled to drop as he no longer had sufficient time available to depart home base legally on his last pairing(s).
- b) Pilots drafted, who at the time of the draft, are legal to operate their last cycle such that they may reach their outbound point at or under seventy-eight hours (78:00) and who subsequently accrue block growth, will be legal under the 30 minute 7:59 rule.
- 02 Pilots who are drafted over the block month end shall be paid the greater of the drafted flying versus the applicable credit of his pairing in the current month and the greater of the drafted flying versus the portion of credit on his pairing in the new month.

16:06

#### INVOLUNTARY ASSIGNMENT - PREMIUM

- 01 A draft premium equal to fifty (50) % of the pay hours and credits will be paid (cash cleared) including any applicable THG or DPG when one of the following conditions apply:
  - 01 All flying a blockholder operates prior to or after any pairing awarded in his block or on make-up (e.g. a pilot is awarded a pairing on make-up that starts at 14:00 and is scheduled to finish at 16:00. If the Company drafts the pilot to operate a flight or flights prior to 10:00 or after 16:00 the draft premium will be applicable only to the drafted flying, deadheading, and applicable duty period guarantee or trip hour guarantee as defined in Article 17).
  - 02 All flying a blockholder operates on a day or days off
  - 03 A reserve pilot is drafted at home base on a optional twenty-four (24) or forty-eight (48) hour off-duty period. A reserve pilot drafted under Step 1 of the drafting procedure (draft availability list) will forfeit his optional days off. Any reserve pilot involuntarily drafted will have his optional days off replaced in accordance with Article 17:07.

02 Exceptions for blockholders

- 01 The draft **premium will** not apply when a blockholder is **required** to operate a flight on which he was originally scheduled to deadhead, due to **consolidation**, cancellation, **substitution**, **misconnection** or operational reasons
- 02 The draft premium **will** not apply to flying performed **while** under pay protection (Article 11 12) that takes place **entirely within** the pay protection window
- 03 In the event of an unplanned diversion (weather, **mechanical**, **medical** or other emergency) on the last flight of a pairing, the draft **premium will** not apply to the **direct** return flight to home base, unless that last flight had **originally** attracted draft premium.

## SECTION 17 -FLYING PAY CLAIMS PROCEDURES

### 17 01 AWARDING ERROR

In cases where two (2) pilots are legal and Crew Scheduling errs by awarding or assigning a flight to the wrong pilot, both pilots will be paid for the flight. If the error is corrected at least three (3) hours prior to departure time, there is no claim, except as provided in Article 11.12 (Pay - Protection)

If the error is not corrected at least three (3) hours prior to flight departure, the pilot legally entitled to the flight will be paid the greater of the actual flights operated or the flights awarded in error.

### 17 02 NON-PAYMENT OF FLYING WHEN PILOT ILLEGAL

In cases where a pilot operates a flight for which he was not legal, whether or not he knew he was illegal, only the senior legal pilot filing claim to the flight shall receive flying pay. If payment for the flight has already been made, and a claim is subsequently received from the pilot who was legally entitled to the flight, payroll deduction of the over-payment will be made from the pilot who operated the flight illegally. No pay claim shall be affected by subsequent flying performed at either party's request. Unless the claim is settled in the pilot's favour prior to the block month's end a pilot may exclude this flying for legality purposes. Subsequent to the end of the block month should the claim be settled in favour of the pilot, he shall be paid up to the monthly maximum for the applicable month and the remainder deposited in the pilot's bank. No subsequent claims resulting from the same situation will be considered.

### 17 03 PROCEDURES

The following procedure is to be used in the handling of claims for pay and minor scheduling irregularities and is designed to provide an orderly and expeditious means of processing the majority of claims. Initially, the pilot claiming the irregularity may be able to resolve the matter on a one to one basis through the Crew Scheduling Department. Should this not be possible, the pay claim should then be discussed with the ACPA Base Pay Claims Chair who will assess the claim and advise the pilot of his findings. If not satisfied, the pay claim should then be instituted at Step 1. In the case where there is no pilot legal to pay claim, the Association shall have the right to initiate a pay claim under this Section.

#### Step 1:

The Pay Claim shall be submitted on the proper form (see Appendix A) with all necessary documentation to the ACPA Base Pay Claims Chair and the Manager, Crew Planning and Scheduling with a copy to any other affected pilot (if applicable). The Manager, Crew Planning and Scheduling, will review the claim and advise the pilot, or the Association as the case may be, in writing, within fifteen (15) days of receipt of the claim of his decision, along with the reasons for his decision.

Step 2            If not satisfied, the pilot or the **Association** may, **within fifteen (15)** days of **receipt** of the Step 1 decision, submit the claim to **ACPA** Headquarters with the request that it be **reviewed** by the joint **Company-ACPA** Committee. (To be composed of two members from each party) The Committee shall meet from time to time as required to review and dispose of those **claims** submitted to it. A majority decision of the Board shall be **final** and binding on **all parties**. In the event that the Committee is unable to agree as to the resolution of the claim, it may recommend arbitration in accordance with Article **30** of the Agreement

Throughout the above,

- 1)    Documentation of **claims** submitted shall be in **duplicate** in the **prescribed** form (See Appendix "A").
- 2)    **Claims**, to be considered **valid**, must be **submitted within** forty-five (45) **days** of the **flight** or scheduling **irregularity**. It is not Intended that this **limitation will** preclude claims arising from **bookkeeping** or **clerical** errors
- 3)    The Base Pay Claims Chair may represent the **pilot** if requested, **provided** such request is made known in **writing** The **ACPA Pay Claims Chair** will present claims initiated by the **Association**
- 4)    A **pilot** or the **Association** may withdraw **his** claim at any step of this procedure.
- 5)    A majority **decision** of the Board shall be **final** and **binding** on both **parties**
- 6)    Pay **Claims** awarded to the Association **shall**:
  - 01    Be placed **in** each pilot's bank or **in** the case of pilots with no bank action, cash cleared; or
  - 02    Be credited to pilots by any other method mutually agreed to by the Company and the **Association**

**IMPORTANT**

DEAR USER:

IT WAS NOTICED AFTER PRINTING THAT CERTAIN PAGES WITHIN THIS AGREEMENT WERE NOT LEGIBLE. THEREFORE, PLEASE AMEND IT WITH THE ATTACHED PAGES.

THANK YOU FOR YOUR UNDERSTANDING AND WE APOLOGIZE FOR THE INCONVENIENCE.

- .02 Any Air Canada Pilot qualifying **after** the initial start-up period (**18** months following receipt of **LCC** Operating Certificate) and new hires **will** be frozen **for 48** months from their date of qualification at **LCC**.
- .03 Pilots who do not require aircraft conversion or upgrade training will be frozen for **24** months from their date of qualification at **LCC**.
- .04 Any pilot who is "Force Reduced" from his status at the **LCC** will be released from their associated **LCC** freeze and allowed to return to the mainline in accordance with their seniority.
- .05 All freezes calculated under the **LCC** provisions will be from date of initial qualification or activation date at **LCC**.
- .04 Movement between positions within the **LCC** will be based on needs of the **LCC** while respecting general provisions of seniority. Other than for movement between the mainline and **LCC**, the general provisions of Article **25** will not apply.

#### Duration and **Re-negotiation** of Working **Conditions**

- .17 Notwithstanding the duration contained in Article **36**, this LOU will continue beyond the expiration of this Collective Agreement with full force and effect until April **2<sup>nd</sup>, 2008**.
- .18 Pay ratio as determined In **L51.15** shall not be subject to renegotiation.
- .19 On December **31<sup>st</sup>, 2004**, the working conditions will become renewable. No later than July **1<sup>st</sup>, 2004**, the parties will meet for the purposes of negotiating the renewal of these working conditions subject to the basic principles outlined in this LOU.
- .20 In the event the parties are unable to reach an agreement to renew the working conditions, the **parties** will submit the unresolved working conditions to interest arbitration no later than September **30<sup>th</sup>, 2004** under the following terms:
  - .01 The arbitrator will establish the unresolved **LCC** working conditions on the basis of the principles established in this LOU and on the basis of working conditions applicable at other Canadian low cost carders.
  - .02 In no event shall the arbitrator establish a **LCC** working condition less **favorable** to the pilots than the **LCC** working conditions in effect when the working conditions were submitted to the interest arbitration.
  - .03 The interest arbitration proceeding will commence no later than October **31, 2004** and the proceeding will be concluded no later than November **30, 2004**. Unless mutually agreed by the parties, the arbitrator will render his decision no later than December **31, 2004**.
  - .04 The renewed working conditions will become effective as of December **31, 2004**, except where a reasonable **time** period is required to implement such changes, and will continue with full force and effect until December **31<sup>st</sup>, 2008**.
  - .05 The arbitrator's decision will be final and binding on the parties and the costs of the arbitrator will be shared equally between the **parties**.
  - .06 Neither party will resort to any strike/lockout activities during the term of this LOU. However, **it** is understood that the **LCC** will suspend its operations during any legal strike of the Air Canada Pilots at the mainline.





LETTER OF INTENT  
Between  
AIR CANADA  
And  
AIR CANADA PILOTS ASSOCIATION

CLARIFICATION TO LOU 51-LOW COST CARRIER (LCC)  
BASIC TENENTS FOR WORK RULES AND CONDITIONS

WHEREAS the parties **recognized** during negotiations the need for further discussion and agreement on the application of the provisions contained in LOU 51; and

WHEREAS the parties met on November 22, 2000 to resolve outstanding issues arising from the implementation of LOU 51;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The **LCC** is scheduled to initially operate out of Vancouver (**YVR**) and Hamilton (**YHM**) airports. This will not preclude the Company for changing the operations to Toronto (**YYZ**) or **Abbotsford** (**YXX**) airports in the future.
2. **LCC** positions in Vancouver (and **Abbotsford** if applicable) will be Included in the **YVR** base statistics. **LCC** positions in Hamilton (and Toronto If applicable) will be included in the **YYZ** base statistics.
3. The base at **YHM** will operate as a 'co-base' to the **YYZ** base. If the Company changes the **YVR** operations to **YXX**, then the **YXX** base will operate as a 'co-base' with **YVR** base. For this purpose the following shall apply:

- a. If an **LCC** pilot commences his pairing in **YYZ** and completes it in **YHM**, the pilot shall be entitled to pay and credits of forty minutes (**00:40**) to account for travel time from **YHM** to **YYZ**. The Company shall also provide expeditious transportation for the pilot from **YHM** to **YYZ**.

In the event **YXX** is a base and the pilot commences his pairing in **YVR** and completes it in **YXX**, the pilot shall be entitled to sixty (**00:60**) minutes pay and credits to account for travel time from **YXX** to **YVR**. The Company shall also provide the pilot with expeditious transportation from **YXX** to **YVR**.

- b. If an **LCC** pilot commences his pairing in **YHM** and completes it in **YYZ**, the pilot shall be entitled to pay and credits of forty minutes (**00:40**) to account for travel time from **YYZ** to **YHM**. The Company shall also provide expeditious transportation for the pilot from **YYZ** to **YHM**.

In the event **YXX** is a base and the pilot commences his pairing In **YXX** and completes it in **YVR** the pilot shall be entitled to **sixty** (**00:60**) minutes pay and credits to account for travel time from **YVR** to **YXX**. The Company shall also provide the pilot with expeditious transportation from **YVR** to **YXX**.

- c. If an **LCC** pilot commences and completes his pairings at **YYZ**, the pilot shall be entitled to pay and credits of forty minutes (**00:40**) each way to account for travel time to and from **YYZ**. The pilot shall also receive a travel allowance of seventeen dollars (**\$17.00**) to cover travel costs. This allowance shall also be paid if an **LCC** pilot is required to travel to **YYZ** for training in accordance with Article 14.

In the event **YXX** is a base and an **LCC** pilot commences and completes his pairings at **YVR**, the pilot shall be entitled to pay and credits of sixty minutes **(00:60)** each way to account for travel time to and from **YVR**. The pilot shall also receive a travel allowance of seventeen dollars **(\$17.00)** to cover travel costs. This allowance shall also be paid if an **LCC** pilot is required to travel to **YVR** for training in accordance with Article **14**.

- d. Pilots shall be provided parking in accordance with the Company's current parking policy..
4. The number of system line pilots at **LCC** will be used in the calculation of the number of system line pilots to determine growth flex pursuant to Article **17.02 (a).01 (l)** of the collective agreement.
5. For purposes of Article **25.01.02** of the collective agreement, **LCC** Captain shall be the junior Captain position and **LCC** First Officer shall be the junior First Officer position.
6. In the event pilots are forced reduced to **LCC** positions pursuant to Article **25**, the parties shall establish a joint committee made up of equal number of representatives to meet and resolve the issue of how pilots will be accommodated for travel time and expenses associated with being force reduced to **LCC**. Failing agreement, the parties will appoint an arbitrator pursuant to Article **30** of the collective agreement to resolve any and all outstanding issues related to the accommodation for travel time and expenses.
7. A joint committee made up of an equal number of **representatives** of the **Association** and the Management of **LCC** will be established to discuss issues relating to the start up of the new **Carrier**.
8. This Letter of Intent is established only to **clarify** the provisions of LOU **51** on the subject matters contained herein.

IN WITNESS WHEREOF, the parties have signed this Letter of Intent this day of \_\_\_\_\_, **2000**.

FOR AIR CANADA

FOR AIR CANADA PILOTS ASSOCIATION

\_\_\_\_\_  
**R.G. Giguere**

\_\_\_\_\_  
**D. Belhumeur**

\_\_\_\_\_  
**M.J. Downey**

\_\_\_\_\_  
**R.D. Hall**

\_\_\_\_\_  
**P.J. Heinke**

\_\_\_\_\_  
**R.B. Parnell**

\_\_\_\_\_  
**CL. Holmes**

\_\_\_\_\_  
**J.W. Petrie**

**LOC 34 – PRINTING AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT**

November **1, 1998**

Captain **D. Johnson**  
**ACPA** Negotiating Chair  
Air Canada Pilots Association  
**5915** Airport Road, Suite **510**  
**Mississauga**, Ontario  
**L4V 1T7**

Dear Captain Johnson:

In the event the Company is unable to meet the time requirements outlined in Article **34.11.03**, it is agreed that **ACPA** will be advised within fourteen (**14**) days of the signing of the Collective Agreement, and in consequence **ACPA** will arrange for the printing and distribution of the new Collective Agreement (English Version only). The Company agrees to assume reasonable costs related to this printing and distribution.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations

**LOC 40-TOP-UP BENEFITS ON GROUNDED RETIREMENT**

August 12, 2000

Captain **R. Parnell**  
Chair, **ACPA** Negotiating Committee  
Air Canada Pilots Association  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

Dear Captain **Parnell**:

This letter will confirm that upon ratification of the Collective Agreement the following four (4) individuals will be covered **retro-actively** under the provisions of Article **26.04.11 – Top-Up of Benefits on Grounded Retirement**.

Name	Emp.# Retirement Date
Stephen <b>C. Steele</b>	<b>#86680</b> November 1, 1998
Michael <b>McGrath</b>	<b>#62000</b> September 1, 1998
Paul <b>E. Jensen</b>	<b>#48052</b> June 1, 1997
Murray <b>Haines</b>	<b>#38628</b> February 1, 1997
Barry Hill	<b>#43330</b> July 31, 1998

Yours truly,

**P. J. Heinke**  
Senior **Director**, Labour Relations

**LOC 41 - AUGMENTATION – A340 AIRCRAFT – DESIGNATED ONE (1) "J" CLASS SEAT**

August 28, 2000

Captain Raymond Hall  
MEC Chairman  
Air Canada Pilots Association  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

**Re: Augmentation – A340 Aircraft – Designated one (1) "J" Class Seat**

Dear Captain Hall:

This letter will confirm that when the one (1) designated augmentation "J" Class seat on A340, as detailed in Article 17.04.02.01.01.01 (Effective January 1, 2002, Article 17.04.01.12.01), is required for a full revenue passenger, this seat will be sold last, and only to a revenue "J" Class passenger.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations

**LOC 42 - TOP-UP PAYMENT OF INSURED MEDICAL SERVICES**

August 29, 2000

Captain Raymond Hall  
MEC Chairman  
Air Canada Pilots Association  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

**Re: Top-Up Payment of insured Medical Services**

Dear Captain Hall:

This letter will confirm that the Company will cover the difference between the amount paid under any provincial plan and the benefit that would otherwise be payable pursuant to the Supplementary Health Insurance Plan, for chiropractic, osteopathic, naturopathic, and podiatry services. This special undertaking is not extended to any other benefit under the plan.

Yours truly,

**P.J. Heinke**  
Senior Director, Labour Relations