

SECTION 1  
PREAMBLE

MEMORANDUM OF AGREEMENT

FOR AGREEMENT NO. 2

BETWEEN AirBC

AND

THE CANADIAN AIR LINE PILOTS ASSOCIATION

It is agreed that, subject to ratification, by the Canadian Air Line Pilots Association membership, Agreement No. 2 between AirBC and the pilots in the employ of AirBC as represented by the Canadian Air Line Pilots Association, shall ammend Agreement No.1 between the parties.

It is further agreed that Agreement No. 2 between' AirBC and the Canadian Air Line Pilots Association will be deemed settlement of all issues entered into negotiations between the parties.

All the provisions of Agreement No. 2 shall be effective on the date of ratification except as otherwise provided.

IN WITNESS WHEREOF,  
the parties hereto have signed this Agreement,

this 21st day of February, 1994.

FOR AirBC LTD.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

FOR CALPA

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SECTION 1  
PREAMBLE

1-1 GENERAL

This Agreement is made and entered into by and between AirBC LTD. hereinafter known as the "Company", and the pilots in the employ of AirBC, as represented by the CANADIAN AIR LINE PILOTS ASSOCIATION, hereinafter known as the "Association". In making this agreement, the parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service. The parties also recognize that compliance with the terms of this 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.

1-2 ASSOCIATION RECOGNITION

The Company recognizes the Association as the sole bargaining agent, as certified by the Canada Labour Relations Board dated July 3, 1990, or as may be amended, for the Pilots employed by the Company.

1-3 RENEWAL

This Agreement shall renew itself without change for each succeeding year, unless written notice of intended change is served by either party hereto within ninety (90) days prior to the expiry date. In the event that notice is given of intended change, this Agreement shall remain in effect until the provisions of the Canada Labor Code are met.

1-4 STRIKE/LOCKOUT

The parties agree that there shall be no strike or lockout without all requirements of the Canada Labour Code having been met.

1-5 DURATION

This Agreement shall become effective January 1, 1993, and shall continue in full force and effect until December 31, 1995.

SECTION 3  
GENERAL

3-1 PILOT'S PROFESSIONAL FLYING

This Agreement contemplates that pilots shall devote their entire professional flying service to the Company. This paragraph shall also relate specifically to Company Policy Regulations concerning participation in any capacity in a competing company.

3-2 CORPORATE RE-ORGANIZATION

In the event that the company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the recognition now in effect issued by the Canada Labour Relations Board shall not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Association relative to protection of employees' seniority and other conditions of this Agreement. Failing settlement, provisions of the Canada Labour Code will apply.

3-3 PROBATION

A new pilot shall be considered as a probationary employee for the first twelve (12) months of service. The probation period may be extended upon mutual agreement between the Company and the Association. During the probationary period the Company reserves the exclusive right of discipline or retention of the employee. A probationary employee will have rights of access to the grievance procedure.

3-4 DEDUCTION OF DUES/ASSESSMENTS

- 01 The Company shall, on the fifteenth (15th) of the month deduct Association dues and properly authorized assessments from wages due and payable to all pilots coming within the scope of this Agreement.
- .02 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.

SECTION 3  
GENERAL

3-4 DEDUCTION OF DUES/ASSESSMENTS  
(cont'd)

- .03 If the wages of an employee payable on the last pay period of any month are insufficient to permit the deduction of the 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.
- .04 Only payroll deductions required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds where existent, shall be made from wages prior to the deduction of dues.
- .05 The amount of dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association not later than thirty (30) calendar days following the pay period in which the deductions were made.
- .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 the 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 Subsection shall terminate at the time it remits payment to the Association.
- .07 In the event of any action at law against the parties hereto resulting from any deduction or deduction from payrolls made or to be made by the Company pursuant to this Sub-Section, all 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 it as a result of any such deduction or deductions from payrolls.

SECTION 3  
GENERAL

3-5 COPY OF THE AGREEMENT

The Association shall provide each pilot with a copy of this Agreement within sixty (60) days of the signing of the Agreement. The cost of producing the Agreement shall be shared equally by the Company and the Association.

3-6 GENDER

It is understood that any references contained within this Agreement to the masculine gender shall also pertain to the feminine gender. Any references in the singular shall also pertain to the plural where appropriate.

3-7 DATA BASE

The Company shall supply to the MEC Chairman, by the twentieth (20) of each month, a data base. The MEC Chairman shall specify which information he requires on a monthly basis from the following:

- all the pilots in the employ of the Company.
- address, phone numbers,
- scheduled duty,
- current seniority number, and POSITION.
- flight times for all supervisory and management pilots
- wet lease and or charter hours performed in the previous month.
- all instances of drafts from the previous bid period
- all draft credits to be carried forward

3-8 ASSOCIATION/COMPANY ADMINISTRATIVE FILES..

- .01 The Company and the Association shall maintain a file of all Letters of Agreement, letters of intent, memos or other such documents agreed to by the parties during contract negotiations. These Letters of Agreement, letters of intent, memos or other such documents shall constitute part of the Collective Agreement between the parties.
- .02 Letters of Agreement, letters of intent, memos or other such documents may be added to or deleted from the file during the term of the Agreement by mutual agreement between the Company and the Association. Any document added to the file will also form part of the Collective Agreement provided it is dated and bears the authorized signatures of both parties. Any document deleted from the file must be noted as canceled, dated and signed by both parties.
- .03 Unless canceled or otherwise specified in the document, all documents in the file in accordance with .01 and/or .02 above shall remain in full force and effect in accordance with Section 1-5 (DURATION)

SECTION 3  
GENERAL

3-9 FLYING OF COMPANY AIRCRAFT

- .01 All flying by the Company of any flights, passenger or cargo, including extra sections, charters, ferry flights, and all flights to which the Company is the carrier as well as those listed in any published passenger or cargo schedule whether by the Company's own aircraft or other aircraft, chartered, leased, (wet or dry) by the Company, shall be flown by pilot(s) whose name(s) appear on the pilots seniority list.
- .02 Notwithstanding .01 above, wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company under the circumstances listed in (a) and (b) below, provided that such leases are not entered into with a Company(s) that has been declared as common employer under the Canada Labour Code.
  - (a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (e.g. weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.)
  - (b) The Company may enter into wet leases or charters under other circumstances for a period of up to ninety (90) days provided such wet leasing or chartering does not result in layoff or reduction in base, status or equipment of AirBC pilots. The company will advise the Association of such wet leases. The Company will not renew, extend or enter into such leases beyond ninety (90) days without mutual agreement between the Company and the Association.

3-10 HIRING OUTSIDE THE COMPANY

- .01 In the event new types of aircraft are procured, or new type airline operations are undertaken, pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders on the newly created vacancies.
- .02 These pilots contracted on a temporary basis, shall be bound by the working conditions of this Agreement, and the period of their association with the Company shall not exceed one hundred and twenty (120) days unless mutually agreed upon by the Company and the Association.

SECTION 3  
GENERAL

3-11 NEW EQUIPMENT

- .01 The rates of pay specified in this Agreement only apply to the equipment specified in this Agreement. In the event a new aircraft type is to be introduced by the Company, the Company shall provide notice to the Association of its intention to so introduce such new aircraft type sixty (60) days prior to the date upon which the aircraft will enter service. The application of rates of pay and working conditions for this aircraft will be the subject of negotiations between the parties.
- .02 Negotiations shall begin within fifteen (15) days after a request for meetings has been made by either party unless otherwise mutually agreed between the Company and the Association. In no event shall pilot vacancy bulletins for such equipment be published before preliminary meetings between the Company and the Association have taken place.
- .03 In the event, after forty-five (45) days, that the Company and the Association cannot reach agreement on the appropriate rates of pay and working conditions, either party may submit the matter to arbitration in accordance with the procedure outlined in Section 27 (ARBITRATION).
- .04 It is understood that the terms of the preceding paragraphs will not prevent the Company from operating the aircraft on the anticipated date providing that it establishes temporary salary rates and working conditions, and grants full pay retroactivity as per Section 10-4 PAY as soon as the arbitration decision is known.

3-12 FLIGHT RELEASE - GENERAL

- .01 Flight Duty Releases for Association Business - The Company shall, when requested, authorize release from flight duty all MEC delegates in order that they may attend to Association business, subject to the needs of the service.
- .02 Travel While on Association Business - AirBC CALPA members travelling on Association business shall be issued passes when conducting AirBC business.
- .03 It is hereby agreed between the Company and the Association that all requests for Association releases must be in writing by the MEC Chairman and submitted to the Director of Flight Operations or Chief Pilot for authorization.

SECTION 3  
GENERAL

3-12 FLIGHT RELEASE

- 04 When the Association requests a flight release for Association business, the Company may, at its discretion, reallocate the flying to Reserve Pilots, Supervisory Pilots, pilots in training or by drafting.

NOTE

Every effort shall be made to avoid drafting. Drafting will only be done with the approval of the MEC Chairman. When assigning Reserve Blockholder, Crew Scheduling shall endeavor to assign a low-time reserve pilot.

Should the reallocation of such flights result in additional costs to the Company, then all such costs will be assumed by the Association.

- .05 The following guidelines will be used to determine when the additional costs referred to in .03 and .04 above are to be applied:
- (a) If a Reserve pilot assumes the open flight(s) and the duty performed causes the pilot to exceed the monthly minimum guarantee, then the Association will reimburse the Company for the difference between the minimum guarantee and the incremental hourly costs associated with the duty performed.
  - (b) If the open flights are covered by drafting, the Association will reimburse the Company for the costs of the drafting including any costs associated with the solving of an overprojection.
- .06 Any such flying operated by a Supervisory Pilot will not be included in the revenue flying limit for Supervisory Pilots covered by Section 9-03.01 of the Collective Agreement.
- .07 The MEC Chairman shall be allotted twenty (20) credits per bid period for known Association business after January 1, 1995 this will be increased to (40) credits. These credits will be paid by the Company and be built into the MEC Chairman's block as "CALPA" days using a value of four (4.0) credits per day. If a draft is required, to cover flying in the MEC Chairman's position on any of the designated CALPA days the Company will be reimbursed by the Association in accordance with .05 above.
- .08 If an Association release is subsequently canceled by the Association with at least twelve (12) hours notice, the pilot will be returned to the originally scheduled pairing as per his assigned block.



SECTION 3  
GENERAL

3-13 MEDICAL EXPIRATION NOTICE

The Company shall provide a pilot notice of his Medical Certificate expiration. This will be included in a pilots monthly bid package the month prior to his Medical expiration. It is pilots responsibility to insure that his Medical Certificates remains valid.

SECTION 4  
SENIORITY

4-1 APPLICATION OF SENIORITY

A pilot's seniority shall govern the awarding of all assignments (i.e. the opportunity to qualify on other aircraft and/or change status), provided that all minimum requirements contained in the Ministry of Transport Regulations, Company Flight Operations Manual, and this Collective Agreement are met. The Company will not amend the Company Flight Operations Manual with respect to minimum qualifications for assignment except as required in maintaining the integrity of the Company Operating Certificate. In the event a pilot does not meet these minimum requirements, the Company will inform any such pilot in writing and will provide a copy to the Association. A pilot's seniority shall also govern retention in the case of reductions in force and recall after layoff (the most senior pilots being the last to be laid off and the first to be recalled), the awarding of blocks and the choice of vacation.

4-2 GENERAL

- .01 The Company will maintain a Pilot System Seniority List. Seniority on the Pilot System Seniority List will begin to accrue from the date of employment as a pilot and will continue to accrue except as otherwise provided for in this agreement.
- .02 Where two (2) or more pilots commence employment on the same date, their relative seniority on the Pilot System Seniority List will be determined by lottery in a manner acceptable to the Company and the Association.

4-3 SENIORITY LIST

- .01 All pilots in the employ of the Company shall have their names posted on the Pilot System Seniority List. Such list shall contain in order of seniority the names and status of all pilots and their respective date of employment. By the last day of each quarter, the Company will post on the pilots' bulletin board a copy of a Pilot System Seniority List, brought up to date to include changes or additions which have occurred since the posting of the previous list.

SECTION 4  
SENIORITY

4-3 SENIORITY LIST  
(cont'd)

- .02 Protest in regard of Seniority standing shall be submitted to the Director of Flight Operations in writing by the pilot(s) concerned within thirty (30) calendar days of the date of posting. When a pilot is on vacation, sick leave, or is out of the country when such a list is published, he shall have fifteen (15) days after his return to duty, or until the end of the thirty (30) day period (whichever is later) to register such protest. Any omissions or errors are to be brought to the attention of the Director of Flight Operations within the specified time period; otherwise the Seniority List as posted shall be considered as final and binding and no longer subject to challenge. However, by mutual agreement, the Company and the Association shall have the power to correct errors at any time.
- .03 Seniority protests which cannot be satisfactorily resolved shall be processed through the grievance procedure.

4-4 LOSS OF SENIORITY

A pilot shall lose his seniority if he:

- i) resigns;
- ii) is discharged for cause
- iii) forfeits seniority pursuant to other terms of this Agreement.

4-5 RETURN TO DUTY

A pilot who ceases to accrue seniority under the terms of this Agreement and who returns to duty on the same seniority date as an existing pilot will have his new POSITION on the Pilots System Seniority List determined in accordance with Section 4-2.02 (SENIORITY - GENERAL).

SECTION 5  
FILLING OF ASSIGNMENTS

5-1 GENERAL

NOTE

For clarification, the following definition is repeated from the definition Section:

"POSITION" means a pilot's flying position with reference to status, aircraft and base. eg; Captain BAE 146 YVR

- .01 The objective of the filling of assignments Section is to provide an orderly method of applying the principles of seniority to the selection of pilot POSITIONS and to ensure a measure of stability for the pilot's base and working conditions.
- .02 For the purposes of determining higher or 'lower 'assignment, equipment assignments shall be rated in the following order, regardless of base:

Equipment Assignment

- 1. BAE 146 Captain
  - 2. Dash 8 100/300 Captain
  - 3. BAE 146 First Officer
  - 4. Twin Otter Float Captain
  - 5. Jetstream 31 Captain
  - 6. Dash 8 100/300 First Officer.
  - 7. Jetstream 31 and Twin Otter First Officer
- .03 On the fifteenth day of January and on the fifteenth day of every quarter thereafter the Company will publish a Pilot Position List for posting on bulletin boards.

5-2 POSITION VACANCY BIDDING

- .01 Any position vacancy shall be further defined as the following:

System POSITION Vacancy:

If the Company determines there is a POSITION vacancy at any base, the POSITION vacancy at the base shall be open to system bid by all pilots. Secondary and subsequent vacancies created as a result of a system POSITION vacancy shall be open for system bid to all pilots.

SECTION 5  
FILLING OF ASSIGNMENTS

5-2 POSITION VACANCY BIDDING

(cont'd)

- .02 Primary POSITION vacancy bulletins, which will comprise of a Posting Notice and a Pilot Position List, shall be posted on all pilot bulletin boards, and shall state the following;
- (a) Bulletin number and date of issue;
  - (b) Aircraft type, Status and base;
  - (c) Rate of pay;
  - (d) Number of vacancies;
  - (e) Anticipated effective date for each Primary vacancy bulletin number;
  - (f) The closing date after which revised standing bids will not be accepted for the specific vacancy bulletin. Such date will be not less than fifteen (15) days after the posting date of the vacancy bulletin.
  - (g) A list of pilots holding reinstatement rights.

5-3 STANDING BIDS

- .01 A pilot shall maintain on file, on the approved form, a Standing Bid with the Director of Flight Operations. The Standing Bid form shall be date stamped, with the original being kept by Flight Operations and a copy returned to the pilot for his/her personal records. The format of the Standing Bid form may be altered by mutual agreement between the Company and the Association to satisfy changing operating conditions.
- .02 A pilot may qualify his standing bid by specifying a minimum number of POSITIONS below him at the time of the vacancy award. A pilot may amend his standing bid at any time; however, he shall be responsible for ensuring that his current standing bid reflects his current desires.
- .03 If a new pilot base or the introduction of a new aircraft type is anticipated, the Company shall post a notice at all existing pilot bases a minimum of sixty (60) days in advance of the anticipated vacancy, so that pilots may change their Standing Bid. Such notification does not commit the Company to the acquisition of equipment or opening of new bases.

SECTION 5  
FILLING OF ASSIGNMENTS

5-4 POSITION VACANCY AWARDS

- .01 Each POSITION vacancy shall be awarded to the senior pilot bidding, subject to 5-9 (REINSTATEMENT RIGHTS) and 5-12 (GENERAL PROVISIONS GOVERNING VACANCIES), as follows:
  - (a) Primary, secondary and subsequent POSITION vacancies:

From the standing preferential bids on file as of the closing date of the primary POSITION, vacancy bid, subject to any qualification as to the minimum number of POSITIONS below the applicable pilot at the time of the vacancy award, to the pilot having the minimum required Transport Canada license(s), and meeting the requirements of the Company Operations Manual.
  - (b) Any vacancies not filled by (a) above:

To be filled by assigning the most junior pilot in the system who holds the minimum required Transport Canada licenses and meets the requirements of the Company Operations Manual, or the hiring of new pilots if the total number of system POSITIONS has increased.
- .02 Within fifteen (15) days after the closing date of the primary POSITION vacancy bid, a Pilot Position Award list will be posted on all pilot bulletin boards. Effective dates for all primary, secondary, and subsequent Position awards with anticipated training month shall be listed.
- .03 A pilot shall not be required to report to a new base prior to his effective date with the following exception. The Company may advance the reporting date provided the pilot is advised at least 30 (thirty) days prior to the new reporting date. Under these conditions a pilots expenses will be paid as per Sections 11 ACCOMMODATION, 12 MEALS, and 13 EXPENSES. During this period a pilot will be provided positive space transportation to his previous base on his days off if requested. In the event that the required reporting date is delayed a pilots expenses will be paid as per above from the original effective date to the new reporting date.
- .04 Training required as a result of a Vacancy Award shall be carried out in order of seniority for each Vacancy Bulletin, except as outlined below:
  - (a) A pilot may request a later training date and where possible, the Company may grant such request.

SECTION 5  
FILLING OF ASSIGNMENTS

5-4 POSITION VACANCY AWARDS

(cont'd)

- (b) If line indoctrination is completed out of seniority, the Company shall, within thirty (30) days complete line indoctrination for all pilots senior to the junior qualified pilot, or award "Bypass Pay" to the senior unqualified pilot. For every junior qualified pilot, one senior unqualified pilot will receive "Bypass Pay".
- .05 Training required as a result of a Vacancy Award will commence no later than 30 (thirty) days after the effective date of the award. In the event that circumstances preclude the Company's ability to train within the 30 days, training may be delayed beyond this date with mutual agreement between the Company and the Association.
- .06 If a primary POSITION vacancy bid award is canceled between the time of its issue date and its effective date, all-vacancy bids awarded during such time frame shall be canceled and reissued as new vacancy bulletins. All pilots will then be considered as bidding from the POSITION they were in as of the closing date of the canceled primary vacancy bid.

5-5 POSITION REDUCTION(S) AND DISPLACEMENT(S)

When it has been determined that a reduction in POSITIONS is required, such reduction will be carried out in accordance with .01 through .06 below.

NOTE

If it is determined that both a vacancy and a reduction will be required, the vacancies shall be processed prior to the awarding of the reductions.

- .01 Primary POSITION reduction bulletins, which will comprise of a Posting Notice and a Pilot Position List, shall be issued to all pilots and posted on all pilot bulletin boards, and shall state the following:
  - (a) Bulletin number and date of issue;
  - (b) Aircraft type, Status and base;
  - (c) Rate of Pay
  - (d) Number of reductions in POSITIONS.
  - (e) Reasons for such reductions.

SECTION 5  
FILLING OF ASSIGNMENTS

5-5 POSITION REDUCTION(S) AND DISPLACEMENT(S)  
(cont'd)

- (f) The primary reduction bid(s) with the effective date for each individual reduction.
- (g) The closing date after which revised standing preferential bids will not be accepted for the specific reduction bulletin. Such date will be not less than fifteen (15) days after the posting date of the reduction bulletin.
- .02 A pilot shall maintain on file, on the approved form, a Standing Bid with the Director of Flight Operations. The Standing Bid form shall be date stamped, with the original being kept by Flight Operations and a copy returned to the pilot for his/her personal records.
- .03 A pilot may qualify his standing bid by specifying a minimum number of POSITIONS below him at the time of the reduction award. A pilot may amend his standing bid at any time; however, he shall be responsible for ensuring that his current standing bid reflects his current desires. If a pilot has insufficient seniority to maintain his current or awarded POSITION, and has not indicated sufficient choices or has not submitted a bid, he will be considered as bidding to the highest rated equipment assignment that he can hold in the system.
- .04 The reductions and displacements shall be carried out as follows:
- (a) Primary reduction:
- Any requirement to force a reduction will take place in reverse order of seniority. The pilot will displace according to his standing bid on file as of the closing date of the primary reduction bulletin subject only to any qualifications as to the minimum number of POSITIONS below him at the time of the reduction assignment.
- (b) Secondary and subsequent displacement:
- Any pilot displaced by a senior pilot shall have the same rights as if he had been displaced in (a) above.



SECTION 5  
FILLING OF ASSIGNMENTS

5-5 POSITION REDUCTION(S) AND DISPLACEMENT(S)  
(cont'd)

- .05 Within fifteen (15) days after the closing date of the primary reduction bid, a Pilot Position Award list will be posted on all pilot bulletin boards. Effective dates for all primary, secondary, and subsequent reduction awards with anticipated training month shall be listed.
- .06 If a pilot is forced to reduce his equipment assignment or move to another base to maintain his status or employment, his reporting date shall not be less than thirty (30) days after the awarding of the displacement.
- .07 Training required as a result of a reduction award shall be carried out in reverse order of seniority for each reduction bulletin, except as outlined below:
  - (a) A senior pilot may request a change in his training date and, where possible, the Company shall grant such request.
  - (b) If the Company is unable to adhere to the training schedule as described in 5-5 no pilot will be assigned a lower rate of pay until such time as all junior pilots to him have completed their line indoctrination.
- .08 Training required as a result of a reduction award will commence no later than 30 (thirty) days after the effective date. In the event that circumstances preclude the Companys' ability to train within the 30 days training may be delayed beyond this date by mutual agreement between the Company and the Association.

5-6 BASE CLOSURE

A Base Closure will be handled in the same manner as Section 5-5 [POSITION REDUCTION(S) AND DISPLACEMENT(S)].

SECTION 5  
FILLING OF ASSIGNMENTS

5-7 BASE TRADE

Pilots holding the same equipment assignment shall be permitted to make a mutual exchange of base provided:

- (a) The pilots concerned are entitled by seniority to hold the POSITION at the bases of intended transfer and,
- (b) That written approval is obtained from the Company and the Association and,
- (c) That written approval is obtained from all pilots between the seniority numbers of the two pilots trading bases.
- (d) The next Pilot Position List issued after such base trade will reflect each pilots new position.

5-8 RETURN TO SERVICE

- .01 When a pilot returns to line flying duties from long term illness, leave of absence or supervisory pilot status, he will submit a standing preferential bid that will be-used to award him a vacancy according to his seniority by the reading of all vacancy bulletins, starting with the most recent, that were issued while he was off the line or, if there were no vacancy bulletins issued, to displace according to his seniority to the POSITION from which he left. If the POSITION from which he left no longer exists he will displace according to seniority.

5-9 REINSTATEMENT RIGHTS

- .01 A pilot affected by a forced reduction from a POSITION will hold the reinstatement right to that POSITION for a period of twelve (12) calendar months from the effective date or the completion of line indoctrination in his new POSITION, whichever is later.
- .02 During the awarding process a pilot holding the reinstatement right to a POSITION shall have that POSITION reserved for him when a vacancy becomes available. Such a vacancy shall be held until such time as the pilot holding the reinstatement right elects to assume his protected position or waive his reinstatement right, in accordance with his Standing Bid.
- .03 If more than one pilot holds a reinstatement right to a position, reinstatement shall be awarded in order of seniority from the pilots holding a reinstatement right to that position.

SECTION 5  
FILLING OF ASSIGNMENTS

5-10 TEMPORARY POSITIONS

- .01 The Company may make temporary POSITIONS from one established Base to another established Base.
- .02 Temporary POSITIONS within an established Base which remain in effect after three (3) months shall be regarded as permanent unless mutually agreed otherwise between the Company and the Association. When such POSITIONS become permanent, they will be filled in accordance with Section 5 (FILLING OF ASSIGNMENTS)
- .03 All currently qualified pilots holding the same equipment assignment will only be offered a TEMPORARY POSITION in accordance with seniority.
- .04 A pilot, other than the most junior qualified, will not be temporarily assigned to another established Base without his consent.
- .05 Pilots on temporary POSITIONS at another established Base will be reimbursed for living expenses as per Sections 11 ACCOMMODATION, 12 MEALS, 13 EXPENSES. A pilot will also receive a telephone allowance of fifteen dollars (\$15.00) per week, or the equivalent of one fifteen (15) minute phone call per week, whichever is greater, for the duration of the temporary POSITION.
- .06 A Pilot on a TEMPORARY POSITION at another established Base will be returned to his home Base, during days off at Company expense if he so wishes. If the Pilot remains at the established Base during his days off, reimbursement for living expenses will be continued.
- .07 The three months referred to in 5-10 .02 above may be extended by mutual agreement between the Company and the Association.

SECTION 5  
FILLING OF ASSIGNMENTS

5-11 TEMPORARY BASE

- .01 When a Contract or Charter operation requires that an aircraft be positioned away from An established base temporarily, the Company may offer a Temporary Base Bid to currently qualified pilots holding equipment assignment to the type provided that:
  - (a) No pilot other than the most junior qualified will be assigned such a bid.
  - (b) No pilot shall lose his permanent POSITION or be reduced in status as a result of the establishment of a Temporary Base.
- .02 Temporary BASE Bids will be offered in monthly increments to a maximum of six (6) months. Should such an operation extend beyond six (6), the Temporary Base will be canceled unless extension is mutually agreed between the Company and the Association.
- .03 The Company may cancel a Temporary Base Bid with notice of one (1) month.
- .04 A pilot may cancel his Temporary Base Bid with notice of one (1) month.
- .05 If an operation was originally planned for a period of less than six (6) months and is extended, the extension will be offered first to the present Bid Holder to a maximum total of six (6) months. Should he decline, it will be re-bid.
- .06 The terms of this Agreement will apply to a Pilot on assignment at a Temporary Base as though it were his permanent Base.
- .07 Pilots assigned to a Temporary Base will be reimbursed for living expenses as per Sections 11 ACCOMMODATIONS, 12 MEALS and 13 EXPENSES, while assigned to the Temporary Base.
- .08 Should the pilot be required by the Company to return to his Base during the Bid Period he shall travel at Company expense.
- .09 The Company shall pay. for additional local taxes, medical and insurance coverage where applicable and where mutually agreed upon between the Company and the Association.
- .10 A pilot who bids a Temporary Base assignment -and whose vacation falls within this period shall, subject to operational requirements have his vacation period(s) reassigned to another period(s) that is mutually agreeable between the Company and the pilot. Failing mutual agreement, awarded vacation period(s) shall remain as published.

SECTION 5  
FILLING OF ASSIGNMENTS

5-12 GENERAL PROVISIONS GOVERNING VACANCIES

- .01 In consideration of training costs there shall be certain limitations on bidding new vacancies. A pilot may bid on a vacancy which is a higher step on the equipment assignment ladder outlined in Section 5-1. 02 (FILLING OF ASSIGNMENTS) without restriction except that a BAE-146 First Officer shall not be awarded a bid out of that position for one (1) year from the completion of initial line indoctrination. In the event that no higher POSITIONS are posted for bid in the following 12 months after the freeze period, the BAE-146 First Officer may displace to any higher POSITION in the system according to his seniority.
- .02 A pilot may not bid downward on the ladder for one (1) year from the date of completion of initial line indoctrination.
- .03 The Company may waive the foregoing limitations.
- .04 Pilots must be actively working for the periods of time outlined above. Child Care Leave or time on Compensation will not extend the periods of time in 5-12.01. and .02.
- .05 The freeze periods shall not apply in any instance where the pilot holds reinstatement rights to a previously held POSITION.

5-13 TYPES AND VARIANTS

No pilot shall be required to remain current on more than one type of aircraft, requiring a separate endorsement. It is recognized that several variants of one type exist, for example BAE 146-100, -200 or -300, or DHC 8-100 or -300.

SECTION 6  
LAYOFF AND RECALL

6-1 LAYOFF

- . 01 When it is determined that there will be a reduction in the total system positions, the Company will issue a bulletin to all pilots, advising of the requirement for reductions. In order to restrict the number of lay-offs, the Company will offer, where applicable, leaves of absence on specific position assignments on the basis of seniority. Such leaves of absence shall be awarded in accordance with the Leaves Of Absence section. If after the granting of leaves there is still a requirement for a reduction in force, then such reduction in force shall be accomplished in reverse order of the Pilots' System Seniority List in accordance with the provisions of the Filling Of Assignments section.
- . 02 The Company shall provide written notice to a pilot-being laid off. Pilots with more than two (2) years service shall receive at least thirty (30) days notice and pilots with two (2) or less years of service shall be given at least twenty-one (21) days notice.
- . 03 Any pilot to be laid off, and whose instrument-rating is due to expire within sixty (60) days from the date of lay-off, will have the opportunity to renew his instrument rating by the Company prior to his lay-off date. A pilot whose qualifications have expired while on lay-off shall be requalified at Company expense upon recall.
- . 04 A pilot prior to being laid off shall be awarded the option of taking all or any outstanding vacation or statutory holiday days in lieu of or as part of his layoff period.
- . 05 A pilot who is laid off shall have the option of choosing to maintain all or any benefits normally covered by payroll deduction at pilot expense subject to the terms and conditions of the Benefits Plans.
- . 06 A pilot who is laid off shall file his address with the office of the Director, Flight Operations and shall thereafter promptly advise the Director, Flight Operations of any change in address.
- . 07 A pilot affected by a reduction in force who must displace to another base to maintain employment may, at his option, take an-early lay-off at his base in lieu of bumping a more junior pilot who continues to work at another base.

SECTION 6  
LAYOFF AND RECALL

6-1 LAYOFF  
(cont'd)

- .08 After five (5) years of uninterrupted layoff a pilots employment with the Company shall be terminated automatically unless otherwise mutually agreed upon between the Company and the Association. Any pilot on layoff in excess of a three (3) uninterrupted years will be required to serve a 3 month probationary period upon recall to service. A pilot returning from layoff shall have successfully completed the Transport Canada Instrument Rating written examination, if required so as to be eligible for an instrument rating flight test.
- .09 Notwithstanding the notice requirements above, in the case, of a third party industrial relations dispute, sudden cessation of work caused by an act of God or any other cause over which the Company has no control, the requirements of notice shall not apply. When pilots are laid off due to such work stoppages or any other cause over which the Company has no control, such pilots will receive, at their option, any days off and vacation due them on a pro rata basis prior to their being placed on laid off status. Pay will be on a pro rata basis.

6-2 RECALL

- .01 When there is a system vacancy in the pilot complement during the period of lay-off, pilots shall be recalled in order of system seniority.
- .02 Initial notification of recall may be given to the pilot by a person-to-person telephone call. A recall notice will then be sent to the pilot via double registered mail to his last address on file with the Director, Flight Operations and will contain the reporting date and location.
- .03 The Company shall give the pilot his recall notice not less than twenty-one (21) days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the pilot.
- .04 Within three (3) days of receipt of the recall notice, the pilot shall notify the Director, Flight Operations, by a person- to-person telephone call followed by double registered mail, whether he will accept or waive the notice of recall.

SECTION 6  
LAYOFF AND RECALL

6-2 RECALL  
(cont'd)

- .05 If a pilot waives his notice of recall, the recall will be offered to the next senior pilot on layoff. However, if all pilots on layoff waive the notice of recall, the junior pilot on layoff shall be obliged to accept the recall, or permanently forfeit his position on the Pilot System Seniority List.
- .06 A pilot who waives his notice of recall will have no further right until the next notice of recall.
- .07 A pilot who is obliged to report under the provisions of .05 above, must report within fifteen (15) days of receiving notification, or the required reporting date, whichever is the later. However, a longer reporting period may be arranged by mutual agreement between the Company and the pilot.' Such agreement shall not be unreasonably withheld.
- .08 A pilot who is recalled from layoff shall be guaranteed ninety (90) days employment in a specified - assignment. Notwithstanding the foregoing ninety (90) day guarantee, a pilot may accept a recall of less than ninety (90) days; however, refusal to do so shall not cause any pilot to permanently forfeit his position on the Pilot System Seniority List as per .05 above. An accepted notice of recall as per .04 shall become binding upon the Company.
- .09 The Company may, at its own discretion, grant a leave of absence to any pilot who is recalled but who is unable to report for duty because of an employment contract.
- .10 A pilot shall retain his accumulated seniority and continue to accrue seniority during any period of layoff, except for pay progression and vacation entitlement.



SECTION 7  
TRAINING

7-1 GENERAL

- .01 Instrument ratings and necessary endorsements as required by the Company shall be maintained at Company expense
- .02 All flight training and flight tests required by the Company or by Transport Canada regulation, shall be at Company expense.
- .03 All ground training courses as required by Company or Transport Canada regulation, shall be at Company expense.
- .04 All required publications shall be made available to each pilot at Company expense.
- .05 If a successful bidder on a vacancy does not possess the required technical qualifications, the Company shall provide him with the opportunity to obtain an aircraft type rating and a pilot proficiency check on the aircraft concerned.
- .06 All training and checking shall be conducted in accordance with Transport Canada requirements and the airBC Company Pilot Training Manual.
- .07 Observers will not be permitted in the simulator or on the aircraft flight deck when a pilot is undergoing a PPC or ICF other than normal crew, instructor, check pilot, or Transport Canada Air Carrier Inspector without the consent of the pilot(s) being assessed.
- .08 A pilot will be given forty-eight (48) hours notice of all Company ICF/PPC's and LPC's. This notice may be waived by the pilot. The notice requirement does not apply in the case of the re-assignment of a previously scheduled check, or in the case of a Transport Canada conducted LPC.
- .09 After commencing the line indoctrination portion of conversion training, a pilot shall not be required to operate in his previous equipment assignment unless his training has been canceled. This paragraph does not apply to variants of the same type. If the pilot is required to operate in his previous equipment assignment after completion of simulator/ aircraft training he may request additional training prior to the commencement of line indoctrination.
- .10 At the pilots request he will be given a copy of all reports including the proficiency report after all simulator and/or aircraft checks. (ICF. PPC,&LPC)

SECTION 7  
TRAINING

7-1 GENERAL

con't

11. No pilot shall be evaluated on a written examination without having received an preparatory course of study. A preparatory course of study shall consist of:
  - a. A ground school or,
  - b. Self study course materials or,
  - c. Reference to materials in the pilots possession
  
- .12 When a fully qualified crew complement of Captain and First Officer is not utilized during simulator PPC/ICF, a failure contributed to by the non qualified pilot will not be deemed a failure in accordance with SEC 7-4 or 7-5.
  
- .13 A pilot who returns to a previously held equipment assignment, who does not require an initial course, shall be provide with the following:
  - (a) A recurrent groundschool,
  - (b) A minimum of two simulator sessions of not less than two hours each.
  - (c) PPC if required,
  - (d) A minimum of two (2) days - off between equipment assignments.

7-2 SCHEDULING

- .01 All required training and proficiency checks shall be scheduled in advance and included in the pilots monthly block awards. If it becomes necessary to delay or cancel awarded training pairings, aircraft or simulator training/checks may be conducted on a day off or rescheduled during the month.
  
- .02 If a pilot is assigned aircraft or simulator training on a scheduled day off as per .01 above, he will have the appropriate number of duty periods dropped from the current bid period. If this training assignment occurs such that the pilot has only days off remaining in his block, the appropriate number of duty periods will be dropped from his awarded block in the next bid period. The pilot will be given preference to the duty periods dropped subject to approval of the Crew Planner/Scheduler.
  
- .03 A pilot may be displaced from his awarded pairing for his own training as per .01 above. In this specific case the pilot may be reassigned outside the duty period expansion limitations in Section 8-36 (REASSIGNMENT).

SECTION 7  
TRAINING

7-2 SCHEDULING  
con't

- .04 When conversion training is included in a pilot's block, he will have a minimum of two (2) days off prior to the start of ground school. When conversion training is not blocked, the Company will still provide two (2) days off prior to the start of ground school.

Note

The above shall not apply to single day differences course for variants of the same type.

- .05 A pilot will receive two (2) DFD's in any seven (7) day period of training while away from home base, exclusive of deadheading. A pilot will receive two (2) days off in any seven (7) day period of training while at home base. Consecutive duty periods of training shall not exceed five (5) .
- .06 During the course of block construction, a pilots minimum days of at home base will be reduced by one day for every two duty free days (DFD'S)e while training at a location away from home base.

Example

A pilot who is on a three week ground school in SEA with 6 DFD'S would reduce his days off by 3 at home base. In the case of a blockholder he would still be entitled to 7 days off in that monthly bid period.

- .07 If there are insufficient days remaining in the current bid period to resolve these additional days off at home base, they shall be resolved within the next bid period.
- .08 All duty free days (DFD's) at a training location away from home base in excess of one (1) will be credited at two (2) credit hours per DFD.
- .09 Any duty period involving training shall be preceded by a minimum of ten (10) hours free of all duty.
- .10 The training duty periods will be subject to the following:  
Groundschool Training:
  - a) When deadheading is not required the maximum duty period shall be nine hours, eight hours for scheduled instructional training, one hour for breaks.

SECTION 7  
TRAINING

7-2 SCHEDULING  
con't

- b) When deadheading to a training location the total time from check-in to the completion of the instructional training shall be ten hours, expandable to eleven hours provided the deadhead sectors do not exceed two.
- c) The time required to deadhead home shall not be limiting as in i) or ii) above. However the maximum length of any duty period shall be fourteen (14)hours.

Simulator/and or Aircraft Training:

- a) When deadheading is not required the maximum duty period shall be eight(8) hours, four(4) hours for simulator/aircraft training exclusive of the time required for briefing and/or debriefing and breaks.
- b) When deadheading to a training location the total time from check-in to the completion of the instructional training shall be nine (9)hours, expandable to ten(10) hours provided the deadhead sectors do not exceed two (2)
- c) The time required to deadhead home shall not be limiting as in i) or ii) above. However the maximum length of any duty period shall be fourteen (14)hours.

- .11 For those pilots requiring initial upgrading or line training, a variety of pairings necessary to complete line training will be selected prior to the distribution of the bid package at the base to which the trainee holds a bid, or at the base where the training will take place.

7-3 FAILURE TO QUALIFY - GENERAL

- .01 The term failure to qualify shall mean:
  - (a) failure to receive a recommendation for a PPC/ICF after completion of the full training syllabus or,
  - (b) failure of the actual PPC/ICF after receiving said training and recommendation, or,
  - (c) failure to successfully complete line indoctrination, or,
  - (d) failure to pass an initial or recurrent groundschool, or,
  - (e) failure to pass other written exams following an approved preparatory course of study or,
  - (f) failure to pass a LPC

SECTION 7  
TRAINING

- .02 The scheduling of any subsequent training after a failure as described herein shall be established by the Company following an examination of the reason(s) for the failure and discussions with the pilot involved. A representative of the Association may be present during the discussions if so requested by the pilot.
- .03 After a failure as described herein and when available the Company will normally assign a different instructor or Company Check pilot to provide the additional training or checking as may be appropriate. The pilot may however, request and may be assigned at the option of the Company, the original instructor or Company Check pilot.
- .04 A pilot shall have full access to the grievance procedures in Section 26 (GRIEVANCES) if any disciplinary or discharge action is taken as a result of a failure to maintain or demonstrate the required level of proficiency as described herein.

7-4 FAILURE TO QUALIFY - CONVERSION/STATUS CHANGE.

- .01 This sub-section shall apply to a pilot that is changing equipment where an initial training course is required, or to a pilot that is upgrading from First Officer status to Captain status. This sub-section shall also apply to a pilot downgrading from Captain status to First Officer status.
- .02 A pilot who is awarded a new position for which training is required and who fails to qualify, as per 7-3.01 (a) (b) (c) (d) (f) above, shall be subject to the following:
  - a) He shall be given additional training in the area in which the required proficiency was not demonstrated, followed by the appropriate check.
  - b) If the pilot fails a second time, he shall be have the option of returning to his former position subject to normal seniority provisions and his ability to qualify in accordance with this section. Should the pilot elect not to return to his former position, he may instead be given additional training followed by a third check.
  - c) If the pilot fails a third time his employment may be terminated at the option of the Company.

SECTION 7  
TRAINING

7-4 FAILURE TO QUALIFY - CONVERSION/STATUS CHANGE.

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- .03 A pilot who is awarded a new position for which training is required and who fails to qualify after the completion of line indoctrination or on an LPC after having successfully completed the required ICF/PPC in paragraph 7-3.02 above shall be subject to the following:
- a) He shall be given additional training in the area in which the required proficiency was not demonstrated, followed by the appropriate check.
  - b) If the pilot fails a second time, he shall be have the option of returning to his former position subject to normal seniority provisions and his ability to qualify in accordance with this section. Should the pilot elect not to return to his former position, he may instead be given additional training followed by a third check.
  - c) If the pilot fails a third time his employment may be terminated at the option of the Company.
- .04 A pilot having returned to his former status and or equipment as in 7-3.02 (b) or 7-3.03 (b) above and who subsequently bids and is awarded a higher rated assignment within two (2) years of requalifying in his current assignment shall be given training followed by the appropriate check. Should he again fail to demonstrate the required proficiency his employment may be terminated at the option of the Company.
- .05 A pilot who has returned to his former status and /or equipment as in 7-4.02 (b) or 7-4.03 (b) above, and who subsequently bids and is awarded a higher rated assignment after two (2) years from requalifying in his current assignment shall be entitled to all the provisions of 7-3.02 and 7-3.03 above.
- .06 In the application of 7-3.02 (b) or 7-3.03 (b) above, if the pilot's former equipment/status no longer exists due to the removal of the type from the fleet, or in the case of a forced displacement, the pilot shall have the option of exercising his seniority to any lower (than his former equipment assignment) rated equipment assignment.

SECTION 7  
TRAINING

7-5 FAILURE TO QUALIFY - RECURRENT

- .01 This sub-section shall apply to a pilot that is undergoing a recurrent training and check program for the purposes of maintaining or renewing his Instrument Rating, his Pilot Proficiency Check, his Line Proficiency Check or any other flight check as may be required by Transport Canada Regulation. This sub-section shall also apply to a pilot returning from a Leave of Absence, Lay-off, Sick Leave or any other period of absence from the Company as may be described in this Agreement provided that he is returning to equipment on which he was previously qualified by the Company and his qualification has not been expired by more than two (2) years.
- .02 A pilot who fails to qualify as per Section 7-03.01(a)(b)(c)(d)(f) above, shall be subject to the following.
- (a) He shall be given additional training in the areas in which the required proficiency was not demonstrated, followed by the appropriate check.
  - (b) If the pilot fails a second time to demonstrate the required proficiency, he shall again be given additional training in the areas in which he failed to demonstrate the required proficiency, followed by the appropriate check.
  - (c) If the pilot fails a third time, his employment may be terminated at the option of the Company.
- .03 It is recognized that failure to qualify as in 7-4.02 above is an unusual occurrence. Should a pilot's proficiency deteriorate to a point where he is unable maintain his qualification and the reason for such deterioration be identified by a Company approved Medical Examiner as an illness (physical or mental) the Company will postpone any further training. At such time as the Company Medical Examiner determines that the pilot is fit and that he can return to work the pilot will resume the recurrent training program. During any absence from work due to illness the pilot will be entitled to disability benefits in accordance with this agreement and the terms of the appropriate benefit plan(s).
- .04 Any pilot that fails more than three (3) recurrent ICF or PPC flight tests in the same equipment assignment in any thirty-six month period, may have his employment terminated at the option of the Company.

SECTION 7  
TRAINING

7-6 FAILURE TO QUALIFY - WRITTEN EXAMINATIONS

- .01 A pilot who fails to qualify on other written exams as per 7-3.01(e) above, shall be subject to the following:
  - (a) Shall be given further instruction on the subject matter which constituted the failure followed by the appropriate exam.
  - (b) If the pilot fails the second exam he shall be given further instruction on the subject matter which constituted the failure followed by the appropriate exam.
  - (c) If the pilot fails the third exam he may have his employment terminated at the option of the Company.

7-7 PAY AND CREDITS

- .01 A pilot in training, or deadheading to/from the training location will receive credits in accordance with Section 8-13 (CREDITS-TRAINING)

7-8 TRANSPORTATION AND EXPENSES

- .01 When a pilot travels to a training location other than his home base and the training period exceeds thirty-five (35) days, the, Company will, at the pilot's request, provide positive space air transportation to his home base for days off once after each thirty-five days of the training period.
- .02 At a non-Company training location, where it is impossible to return a pilot to his home base in compliance with .01 above, the Company will, if requested by the pilot, provide the pilot's spouse with Positive Space air transportation to and from the training location once during the training program.
- .03 While in training away from home base, a pilot will receive a telephone allowance of fifteen dollars (\$15.00) per week, or the equivalent of one (1) fifteen (15) minute phone call per week, whichever is greater.
- .04 The Company will provide accommodation, expenses and meal allowances under the provisions of Sections 11 (ACCOMMODATIONS), 12 (MEALS) AND 13 (EXPENSES) during the time that a pilot is away from his home base for training.



SECTION 19  
MISSING AND INTERNMENT

19-1 MISSING/HIJACKING/INTERNMENT/HOSTAGE OR PRISONER OF WAR

- .07 Any amounts credited to the account of a pilot or paid to his beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or 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 any such beneficiary shall have furnished the Company with any evidence indicating the death of the pilot promptly after its receipt.
  
- .08 Pilots shall maintain and continue to accrue seniority for pay purposes during the period in which they are missing, interned, a hostage or prisoner of war, and on returning after such period shall be governed as if he had been on a leave of absence under the provisions of Section 5-8 (FILLING OF ASSIGNMENTS - RETURN TO SERVICE).

DATE;.....  
You are hereby directed to pay all monthly compensation allowable to me, while missing, under the terms of the "MISSING, HIJACKING, INTERNMENT, HOSTAGE OR PRISONER OF WAR" Sections of the Collective Agreement or any subsequent specific agreement between AirBC and the Airline Pilots in the service of AirBC as follows:

\$.....per month to.....,.....  
Name

.....  
Address

as long as living.

The balance, if any, and any amounts accruing after death of all persons in the above designation 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.

The foregoing direction may be modified from time to time by letter signed by the undersigned and any modification shall become effective upon receipt of such letter.

Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

.....  
Pilot's Signature

AGREED

SECTION 20  
EMPLOYEE BENEFITS

This Section shall represent the minimum standards of coverage available to all pilots of AirBC. It is further agreed that the Company may change its insurance underwriter(s) at any time provided there is no decrease of the Long Term Disability, Dental, Health, Group Life and AD & D Insurance benefits as outlined in this Section.

The Company shall inform the Association of the costs per pilot for each of the below mentioned Insurance benefits, and further, shall inform the Association of any changes in underwriter(s).

Any layoff of one calendar month or less shall not result in any interruption of benefits to the pilot(s).

A pilot will receive all benefits during any period of short or long term disability. The Company will continue benefits for pilots on maternity/child care leave if the pilot pays their portion of the premium.

Any unused sick credits from a pilot's sick bank may be used at the pilot's discretion immediately prior to retirement.

The cost of all Insurance Plans and Benefits will be shared by the pilots and the Company; the pilots' share being 25% of the cost; the Company's share being 75% of the cost, except where otherwise specified herein.

20-1 ILLNESS OR INJURY

.01 It is agreed that the "Illness or Injury" coverage for pilots will be as follows:

|                      |   |
|----------------------|---|
| Day 1-30 inclusive   | Company Sick Leave as per Section 18 of the Collective Agreement  |
| Day 31-365 inclusive | C.A.L.P.A. Mutual Aid   |
| Years 2-6 inclusive* | Company Long Term Disability Insurance Plan to cover pilot unable to perform his regular occupation as a pilot. |

\*Note: Total of 6 years

)-1 ILLNESS OR INJURY  
(cont'd)

- .02 The level of benefits to be provided by the Company's Long Term Disability Insurance Plan will be as follows:
- a) 70% of gross salary, calculated on 85 hours at the pilot's current hourly rate to a benefit limit of \$6,000.00 per month.
  - b) There will be no offset for CALPA Extended Mutual Aid or any Government-sponsored plan.
  - c) There will be an offset of 50% of all earned income until the level of combined benefit and earned income reaches 85% of the pilot's pre-disability income.
  - d) The Plan will provide for the benefit specified in (a) above until retirement for a pilot 'considered "totally and permanently" disabled.
  - e) In addition to the above benefit, the Plan will provide for payment of the pilot's contribution to the Pension Plan to the maximum provided by the Plan.
  - f) Mental, nervous, alcohol and Drug coverage treated as an illness, providing the employee is undergoing approved rehabilitation, is included.

20-2 DENTAL PLAN

The Dental Plan will provide for one hundred percent (100%) coverage (i.e. no deductible), however this will exclude major restoration and orthodontia. One month of service is required for eligibility to the Dental Plan.

(See Benefits Appendix)

20-3 EXTENDED HEALTH CARE

The Company's Insurance Plan(s) shall include additional coverage for home care costs in lieu of hospitalization.

The draft copy of the proposed Confederation Life insurance coverage shall form the basis of the health care plan, subject to the final details of the plan being available for confirmation.

(SEE BENEFITS APPENDIX)

SECTION 20 - EMPLOYEE BENEFITS

(Cont'd)

20-4 GROUP LIFE AND AD & D INSURANCE

Group Life Insurance shall be provided by the Company to the level of Two Hundred (200%) percent of the pilot's annual earnings. A cap of \$200,000.00 shall be acceptable for Group Life and AD & D.

20-5 PROVINCIAL HEALTH CARE

The premiums for Provincial Health Care shall be paid by the Company.

20-6 ADDITIONAL COVERAGE

Additional Vision Care, dependant life, Schedule B and C Expanded Dental Coverage will be offered to the AirBC pilots on the condition that the entire premium for such benefits are to be paid by the pilots.

| TYPE OF LEAVE                      | DURATION             | PAY INCREMENTS  | VACATION ENTITLEMENT                            | SYSTEM SENIORITY | SICK LEAVE CREDITS  | DENTAL         | MAJOR MEDICAL  | LIFE INSURANCE |
|------------------------------------|----------------------|-----------------|---|------------------|---------------------|----------------|----------------|----------------|
| SICK LEAVE                         | Day 1-30 Inclusive   | Retain & Accrue | Retain & Accrue                                 | Retain & Accrue  | Retain & Accrue     | Normal         | Normal         | Normal         |
| MUTUAL AID (Short-Term Disability) | Day 31-365 Inclusive | Retain & Accrue | Retain & Accrue Vacation Only (No Stat Accrual) | Retain & Accrue  | Retain (No Accrual) | By the Company | By the Company | By the Company |
| LONG-TERM DISABILITY               | Years 2-6 Inclusive  | Retain & Accrue | Retain & Accrue Vacation Only (No Stat Accrual) | Retain & Accrue  | Retain (No Accrual) | By the Company | By the Company | By the Company |
| WORKER'S COMPENSATION              | Indefinite           | Retain & Accrue | Retain & Accrue Vacation Only (No Stat Accrual) | Retain & Accrue  | Retain (No Accrual) | By the Company | By the Company | By the Company |

29 Sept 1993

NOTE: This document is for quick reference purposes only.  
Language contained in the main body of the Collective Agreement shall apply.

V-1C

SECTION 21  
MOVING

21-1 MOVING - GENERAL

The following will be applied to the moving provisions of 21-2 (VOLUNTARY MOVE) and 21-3 (INVOLUNTARY MOVE).

. 01 TIME OFF

- (a) No pilot who is authorized to change base in accordance with this Section will be required to commence duties at his new base with less than two (2) days free from duty since the last actual working day at his previous base. In the event that the distance travelled between the two bases exceeds 1,000 miles (1,600 km), he shall be allowed one additional day off for each 500 miles or fraction thereof. This travelling time is in addition to all time off already provided.
- (b) To allow a pilot time to establish his new domicile, in addition to (a) above, he will receive a single period of seven (7) calendar days free from all duties without loss of pay, prior to or after the commencement of duties at the changed base at a time deemed necessary by the pilot. The total of seven (7) consecutive days, or a combination of the foregoing will constitute the time off. Any days off included in the period will not require repayment.
- (c) Days off provided for in (b) above must be taken no later than one (1) year after the commencement of duties at the changed base.

. 02 TRANSPORTATION

The pilot and spouse will be entitled to a maximum of two (2) return trips by air on the Company system to the new base. It is expected that these trips will be done during the pilot's scheduled days off or between assignments. In addition, the pilot and his dependents will be allowed to travel once by personal automobile or by train or Company space available air transportation to his new base.

SECTION 21  
MOVING

MOVING GENERAL con't  
.03 EXPENSES

The pilot will be reimbursed by the Company for reasonable meal allowances, hotel or motel allowances and mileage allowance (one automobile) incurred by himself and his dependents during the period of automobile transportation to his new base. Additionally, reasonable current living expenses for himself and his dependents at the new base will be allowed for a period not to exceed seven (7) days. Under extenuating circumstances, the Director, Flight Operations can authorize further special arrangements.

.04 REASONABLE DISTANCE

The provisions of this Section will apply to a pilot moving to a new domicile located a reasonable distance from his new base. Reasonable distance is defined as a distance which will allow the pilot to commute daily, to and from work, by ground transportation.

21-2 VOLUNTARY MOVE

.01 TRANSPORTATION AND EXPENSES

Successful bidders on all permanent POSITIONS as contemplated in Section 5 (FILLING OF ASSIGNMENTS), shall pay their own moving expenses to the new base. The Company will furnish free contingent (Space Available) air transportation on the Company's system for such pilots and the members of their immediate family to the extent permitted by law.

21-3 INVOLUNTARY MOVE

.01 QUALIFICATION

Pilots who qualify in accordance with sub-paragraphs (a), (b), (c) or (d) below, shall be entitled to the provisions of 21-1 and all the provisions contained in this Sub-Section.

- (a) Base Closure: In the event that a base is discontinued, the pilot complement at such base who are entitled by seniority to transfer to another base.
- (b) Base Displacement: A pilot who is forced to change his base to maintain his status or equipment assignment.

SECTION 21  
MOVING

.01 QUALIFICATION

(cont'd)

(c) Forced Move:

- (i) A layed off pilot who is forced to change his base because he has been awarded a POSITION at another base in accordance with Section 6 (RECALL - GENERAL), and any pilot transferred from one base to another to fill a permanent POSITION, but who has not volunteered for such transfer by way of a bid, providing he actually moves his domicile to within a reasonable distance of his new base.
  - (ii) Successful bidders on pilot vacancies to a newly established base or a re-established base shall be considered to have been moved at the Company's request. A base will be considered new for one (1) year following its establishment.
  - (iii) Successful bidders on positions at a Company base which were created as a result of corresponding reduction of pilot staffing at another Company base, shall be considered as having been moved at the Company's request.
- (d) Bid Cancellation: In the event a pilot relocates his domicile as a result of a published bid award and the bid is subsequently canceled.

.02 HOUSEHOLD EFFECTS

- (a) Before commencing the move the pilot shall advise the Company of his intent to move. The Company shall coordinate all moves allowed under this section with a Company approved moving firm.
- (b) A pilot will be allowed actual costs of moving household and personal effects up to a maximum of 11,500 lbs. gross weight plus an additional 1,150 lbs. gross weight for each dependent child. To qualify for this allowance, a pilot must apply to the Company through the Director, Flight Operations not less than three (3) weeks in advance of the preferred date of move. Should his moving estimate exceed the limits specified in this paragraph, he shall submit a written claim to the Director Flight Operations. His claim will be reviewed and, if deemed justified, will be paid by the Company.



SECTION 22  
DATA RECORDERS

22-1 GENERAL

- .01 For the purposes of this Section, the term "Data Recorders" shall mean:
- (i) Cockpit Voice Recorders (CVR's), and
  - (ii) Flight Data Recorders (FDR's).
- .02 Subject to the obligations of the Company and the Association to comply with applicable government regulations, data or other information obtained from any type of Data Recorder will only be used for incident or accident investigation purposes, except as provided for in Section 22-1.03. 1
- .03 The parties recognize that information from Flight Data Recorders can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident reconstruction. However, it is agreed that information obtained from Flight Data Recorders ~~will not be used:~~
- (a) By the Company to monitor individual pilot judgement, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the Association.
  - (b) By the Company in any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against any pilot or for the development of information leading to such proceedings.
  - (c) By the Company as a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company. However, data from such equipment may be used to substantiate information obtained from other sources.
- .04 In the event of an incident or accident investigation, the Company may not release any data or other information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association as well as either the pilot(s) involved or his (their) estate(s).

SECTION 22  
DATA RECORDERS

22-1 DATA RECORDERS - GENERAL  
(cont'd)

- .05 It is agreed that no program to read routinely recorded information from Flight Data Recorders, except for maintenance purposes, will be introduced without mutual agreement between the Company and the Association.
- .06 The Company shall use its best efforts to ensure the security of all data **or** other information obtained from Data Recorders against unauthorized removal and/or playback.
- .07 No Data Recorders will record specific pilot identification designators.
- .08 Where any Data Recorder (other than a completely' erased Cockpit Voice Recorder) is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Association and all pilot crew members involved in the incident or accident. -
- .09 The cockpit voice recorder shall have a means to be erased at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident free or accident free flight, except where prohibited by law.

SECTION 23  
LEGAL

23-1 DEFENSE

The Company agrees to defend all pilots and their estates in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered thereunder save in the case of gross negligence or wilful misconduct.

23-2 PILOT COSTS

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

23-3 ESTATE SETTLEMENT

Any payment that may be due the estate, and not a named beneficiary, of the pilot under this Agreement, may be made by the Company by payment to such person as may furnish the Company with a court certificate evidencing his appointment as legal representative of the estate and the receipt by such person of such payment shall release the Company of any further obligation to the estate of any other person with respect to such payment.

23-4 PILOT FILES

- .01 All files kept by or on behalf of the Company on a pilot shall, at the pilot's request, be made available for his examination in the presence of a member of management. The pilot will also be provided either by hand or by registered mail, a copy of any material of a negative or unfavourable nature. If the pilot chooses to respond to any material(s) on his file(s), the response(s) shall be kept on his personal file with the material to which it refers.
- .02 Material not related to technical competency will be removed from a pilot's file(s), upon request, after two (2) years, and will be deemed inadmissible as evidence in any disciplinary proceedings provided there is no reoccurrence of the same nature.

SECTION 24  
INVESTIGATIONS

24-1 INCIDENTS OR ACCIDENTS

- .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 investigations into the accident or incident undertaken by the Company, Transport Canada or both.
- .02 In order to hold a pilot out of service, the pilot must be so notified by the Vice-President Flight Operations or other Management Pilot that he may designate. In addition, within seven (7) days, notification must be provided to the pilot in writing along with the reasons therefore, with a copy forwarded to the Association.
- .03 While, pursuant to .01 above, a pilot is held out of service pending the outcome of an investigation, he shall be paid in accordance with his regular scheduled duty.
- .04 In cases involving aircraft accidents, a pilot will not be required to commit himself orally or in writing to officials of the Company for a period of twenty-four (24) hours following the accident unless the following conditions have been met: He has the opportunity to be represented by the Association (or IFALPA if outside Canada) and has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada) and the Company.
- .05 In cases involving aircraft incidents, pilots who are held out of service under the terms of .01 above will not be required to commit themselves orally or in writing to officials of the Company for a period of twenty-four (24) hours following the incident unless they have the opportunity to be represented by the Association (or IFALPA if outside Canada).
- .06 Where the investigation is undertaken by the Company, the Officers involved shall make every attempt to issue a final report within three (3) months.
- .07 Both the pilots involved and the Association will be given the opportunity to participate fully in the investigation, will be informed on the course of such investigation and will be provided with a copy of any interim or final reports resulting therefrom.

SECTION 24  
INVESTIGATIONS

24-1 INCIDENTS OR ACCIDENTS

(cont'd)

- .08 Throughout this procedure, the pilot involved and/or his designated representative(s) may, upon request, and in conjunction with a designated representative of the Company, review any information contained in his files.
  
- .09 Where disciplinary or discharge action is considered following the issuance of an incident or accident investigation report satisfactory to the Company, the provisions of Section 25-1 (DISCIPLINE/DISCHARGE) shall be applied from the date of issue of such report.

SECTION 25  
DISCIPLINE/DISCHARGE

25-1 DISCIPLINE/DISCHARGE

- .01 All disciplinary or discharge actions must be for just and proper cause.
- .02 Where disciplinary or discharge action is considered, the pilot involved may, where necessary be held out of service pending investigation for a maximum of seven (7) calendar days to provide the Company with sufficient time to investigate and consider all factors.

NOTE

The time period stipulated above may be extended by mutual agreement between the Company and the Association.

- .03 During any investigations or hearings the pilot involved may request the presence of a representative(s)
- .04 Any investigations or hearings shall be held at the pilot's base whenever practicable. At any investigation(s) or hearing(s), all representatives and/or witnesses who are employees of the Company shall be given time off, subject to the requirements of the service and space available transportation. Pilots appearing as witnesses or representatives under this Sub-Section will be paid in accordance with his regular scheduled duty.
- .05 When disciplinary or discharge action is taken, the pilot will be so notified in writing, with a copy to the Association, stating the precise charge or charges, and the nature of the action taken.
- .06 Pursuant to .02 and .05 above, any pilot held out of service prior to such written notification shall be paid in accordance with his regular scheduled duty.
- .07 Where any disciplinary action includes suspension without pay, any suspension time may include the time held out of service. Any time held out of service without pay shall be deducted from the penalty or discipline assessed. If a pilot has been held out of service without pay for a longer period than the penalty or discipline assessed, an adjustment shall be made to provide for such loss of pay.

SECTION 25  
DISCIPLINE/DISCHARGE

25-1 DISCIPLINE/DISCHARGE  
(cont'd)

- .08 During the period of his suspension the pilot shall be entitled to bid on any vacancy or displacement bulletins so that when and as relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.
- .09 A pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 26 (GRIEVANCES).

NOTE

Grievances under the provisions of paragraph .09 above may be initiated at any step of the Grievance or Arbitration procedures by mutual agreement between the Company and the Association.

SECTION 26  
GRIEVANCES

26-1 INITIATION

- .01 Prior to filing a grievance, the pilot(s) having a complaint should, together with an Association representative if desired, discuss such complaint with the appropriate Assistant Chief Pilot, Chief Pilot, and/or the Director of Flight Operations, who will make every effort to resolve the complaint.
- .02 A pilot who has a grievance, or group of pilots having a grievance dealing with the same issue, including any grievance with respect to the interpretation, application, or alleged violation of this agreement, shall deal with the grievance, in accordance with the procedures as specified in -2 through -7 below.
- .03 Grievances may be initiated by the Association on behalf of its members or on its own behalf.

26-2 HEARINGS

The following steps may be waived or combined subject to mutual agreement between the Company and the Association.

.01 Step One:

A pilot who has a grievance, or group of pilots having a grievance dealing with the same issue, shall present it in writing within thirty (30) days of the occurrence or awareness of the occurrence to the Director of Flight Operations, (fifteen [15] days in matters regarding the awarding of Positions, discipline or discharge). The Director of Flight Operations or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within ten (10) calendar days of the presentation of the grievance, and render his decision in writing not later than on the tenth (10th) calendar day following the above mentioned hearing.



SECTION 26  
GRIEVANCES

26-2 HEARINGS

(cont'd)

.02 Step Two:

If the decision of the Director of Flight Operations or his designated representative is not acceptable to the grievor(s) or is not rendered within ten (10) calendar days, then the grievance shall be submitted in writing to the Senior Vice President of Operations, or his designated representative within fifteen (15) calendar days of the receipt of the decision, or as the case may be, within twenty-five (25) calendar days from the time the above mentioned hearing took place. The Senior Vice President of Operations, or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within ten (10) calendar days of the receipt of the grievance; and shall render his decision in writing not later than on the tenth (10th) calendar day following the grievance hearing.

NOTE 1

If the ten (10) day time limits outlined in .02 above are not complied with, the Association may proceed to Arbitration.

NOTE 2

It is agreed that the Company Official named or designated pursuant to 26-2.01 and .02 will not hear both step one and step two.

- .03 It is agreed by the parties hereto that the period of time for submission of grievances, holding of hearings and rendering of decisions established in this Section, shall be considered as maximum periods unless extensions shall have been mutually agreed upon and that when grievances, hearings, and decisions can be handled in a time period of less than the maximum stipulated every effort will be made to so expedite the case(s).

26-3 GRIEVORS RIGHTS/REPRESENTATIVES

- .01 At any hearing held throughout these grievance procedures, the grievor(s) shall have the right to be represented by the Association.
- .02 The grievor(s) and the Company shall be given every opportunity to adduce evidence, make representations and present, examine and cross-examine witnesses.

SECTION 26  
GRIEVANCES

26-3 GRIEVORS RIGHTS/REPRESENTATIVES  
(cont'd)

- .03 Throughout these procedures, the grievor(s) may, together with their representative(s) review any information contained in his (their) personal file(s) or any document which the Company has introduced at any step of these procedures.
- .04 On request, the Company shall provide the grievor(s) and the Association two (2) copies each of all such documents.

26-4 WITNESSES

At any hearing(s) held throughout the grievance procedures, all witnesses and representatives who are employees of the Company shall be given time off, subject to the requirements of service and space available transportation. Pilots appearing as witnesses under this Sub-Section will be-paid in accordance with his regular scheduled duty.

26-5 RESULTS

If as a result of any hearing or grievance as provided herein, the decision is to exonerate the pilot(s), the personal record(s) of the pilot(s) shall be cleared of the charges and all reference thereto shall be removed from all files.

26-6 REFERRAL TO ARBITRATION

- .01 If any grievance is not settled in accordance with the procedures set forth in 26-2 through 26-6 above then such grievance may be referred by the Association or the Company to Arbitration, as provided for in 27-1 through 27-7 (ARBITRATION)
- .02 The Notice of Intention to proceed to Arbitration shall be made in writing to the Senior Vice President of Operations or his designated representative within thirty (30) calendar days of the decision at step two (2) I or within thirty (30) calendar days from the date such decision should have been rendered.
- .03 Such notice shall state the matter in dispute, the section(s) alleged to have been violated, and the nature of the relief or remedy sought.

SECTION 27  
ARBITRATION

27-1 BOARD ESTABLISHMENT

- .01 A Board of Arbitration shall be established when required and shall consist of one (1) member appointed by the Association, one (1) member 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 **Labor** at the request of either appointee.

NOTE

If pilot competency is the issue of the arbitration, it may be mutually agreed by the Company and the Association that their respective Board appointees will be persons having expertise in the field of pilot competency, and who are not employed by the Company.

- .02 The Company and the Association may, by mutual consent, submit any matter to a single arbitrator for determination in accordance with the provisions of this Arbitration section.
- .03 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 appointed him or, in the case of the Chairman, the other two appointees shall replace him as soon as possible in the same manner as set out herein above.
- .04 Each party must appoint its member to the Board within fifteen (15) calendar days of receipt of a written submission to arbitration pursuant to Section 26 (GRIEVANCES-REFERRAL TO ARBITRATION)
- .05 The Arbitration Board, once established, shall make every effort to expedite the Arbitration proceedings.

27-2 BOARD JURISDICTION

- .01 The Board shall have jurisdiction to consider any matter properly submitted to it under the terms of this agreement (including whether a matter is arbitrable or not). The Board shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- .02 The Board shall establish its own procedures having due regard to the requirements of natural justice and equity.

SECTION 27  
ARBITRATION

27-2 BOARD JURISDICTION  
(cont'd)

- .03 The Arbitration Board may extend the time limits for the taking of any step in the Grievance or Arbitration procedures, notwithstanding the expiration of such time limits, where the Arbitration Board is satisfied that there are reasonable grounds for the extension.
- .04 The Arbitration Board shall have the discretion to cure any defect of procedure, having due regard for natural justice and equity.
- .05 The Board shall, in the case of a grievance involving the application, interpretation or alleged violation of the agreement, have the authority to render any decision that it considers just and equitable.
- .06 The Board shall, in the case of disciplinary or discharge grievances, have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause. The Board may render such orders as it considers just and equitable, including, but without limiting the generality of the foregoing, the exoneration and reinstatement of the grievor, the reduction or modification of the discharge or discipline, and the compensation of the grievor.
- .07 The Arbitration Board shall have the jurisdiction, at any time before rendering a final decision, to make any interim or interlocutory decision which it considers just and equitable. Without limiting the generality of the foregoing, it shall have the jurisdiction to make decisions regarding the rights of the parties, the interpretation of the Agreement or the reinstatement of an employee and to reserve its jurisdiction on questions of quantum, damages, remedies, interest, restitution or amounts owing.
- .08 The Arbitration Board shall have the authority to determine whether a stenographic report is to be taken of the hearing, in whole or in part.
- .09 The provisions of this Arbitration Sub-Section shall not in any way limit, restrict or abridge any rights or privileges accorded either party according to the law.

SECTION 27  
ARBITRATION

27-3 BOARD EXPENSES

The expenses incurred by the Board, Chairman or the single Arbitrator, shall be borne equally by each party. Each party shall assume the expenses incurred by its own appointee.

27-4 ASSOCIATION RIGHTS/REPRESENTATIVE

- .01 At any hearing held throughout these Arbitration procedures the Association and the Company shall have the right to be represented by any person(s) whom they may choose or designate.
- .02 The Association and the Company shall be given every opportunity to adduce evidence, make representations, and present, examine and cross-examine witnesses.

27-5 WITNESSES

At any hearing(s) held throughout the Arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off subject to the requirements of service and positive space transportation. Pilots appearing as witnesses or representatives under this Sub-Section will be paid in accordance with his regular scheduled duty.

27-6 BOARD DECISION

- .01 The Board shall make every effort to render a decision with the minimum of delay, but in no case more than thirty (30) calendar days from the date of final hearing.
- .02 It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company, the Association or with the employees may be affected in any manner by an action taken by him in good faith in his capacity as a Board member.
- .03 A majority decision shall constitute the decision of the Board but, failing such majority, the decision of the Chairman shall govern. A decision of the Board shall be final and binding on the Association, the grievor and the Company.

SECTION 27  
ARBITRATION

27-7 MEDIATION/ARBITRATION

At any stage of the grievance procedure the parties may mutually agree to assign any matter in dispute to the procedure set out below:

- .01 A list of arbitrators shall be agreed upon between the parties, and included in Appendix "B".
- .02 The choice of arbitrator shall be by mutual agreement from the list above;
- .03 The disputed cases shall be numbered and heard in order of their becoming a dispute. A maximum of three cases shall be heard at any one hearing;
- .04 The hearings shall be held at a location agreed to by the parties;
- .05 Grievances shall be presented during mediation/arbitration by a designated representative of the Association and a designated representative of the Company, who shall not be a lawyer;
- .06 The parties, through their respective representatives, will attempt to agree on a written statement of facts in the dispute prior to the hearing. In the event that the parties are unable to agree on a written statement of facts, each shall provide to the other at least five (5) days prior to a hearing hereunder, a written outline of the evidence they intend to present of sufficient particularity to permit the other to prepare for the hearing;
- .07 Where possible, the arbitrator shall attempt to mediate a settlement between the parties. The arbitrator shall determine his/her own practice and procedures but shall give full opportunity to the parties to a hearing to present evidence and make submissions;
- .08 In the event that the arbitrator determines that a written decision is necessary, such decision shall be brief and to the point; and
- .09 The decision of the arbitrator shall be binding on both parties.

SECTION 28  
PENSION PLAN

28-1 PENSION PLAN

- .01 Commencing the first month after ratification of Agreement 2 the Company agrees to contribute each month on behalf of each pilot the sum of 4.5% of such pilot's gross earnings up to one-twelfth of the Canada Pension Plan Year's Maximum Pensionable Earnings (YMPE) and 6% of the excess if any pilots monthly gross earnings are over one-twelfth of the YMPE.
- .02 These contributions shall be on a mandatory basis and will be used to fund a Pilot sponsored Defined Benefit Pension Plan.
- .03 Pilot participation shall be on a mandatory basis, with payroll deductions to match .01 above.
- .04 The Company agrees to contribute to the Plan the negotiated contribution rate(s) on behalf of any pilot hired on or after January 1, 1993 as of the date the pilot is hired.
- .05 The Company agrees to contribute to the Plan their negotiated contribution rate(s) on behalf of any pilot who is on disability leave from the date the pilot qualifies to receive LTD monthly benefits based on the pilot's gross earnings.
- .06 The Company agrees to contribute to the Plan the negotiated contribution as per .01 on behalf of any pilot who is on a Company paid leave of absence the pilot's gross earnings prior to his leave.

SECTION 29

LETTERS

LETTER OF UNDERSTANDING NO. 1

Between: AirBC Limited (hereinafter referred to as the  
"Company")

And

The pilots in the employ of AirBC Limited, as represented by the Canadian Air Line Pilots Association (hereinafter known as the "Association").

It is hereby mutually agreed that the following terms and conditions shall apply to the "DHC-6 Float Captain" position only:

1. A pilot awarded the position of DHC-6 Float Captain shall not be awarded a bid out of that position for two (2) years from the completion of line indoctrination. The term may be extended by mutual agreement between the pilot and the Company.
2. Any DHC-6 Float Captain wishing to extend his term must notify the Company no less than ninety (90) days prior to the expiration of his term, and in any event, may bid and be awarded a vacancy his qualifications and seniority permit any time within ninety (90) days of completing his term.
3. Any vacancy for a DHC-6 Float Captain shall be awarded in accordance with Sec 5 (Filling of Assignments) provided he meets the following qualifications:  
Two Thousand (2000) hours Pilot in Command floats experience of which Five Hundred (500) hours are DHC-6 floats or equivalent.
4. A DHC-6 Float Captain will continue to accrue system seniority while occupying this position as per Sec 4. (Seniority).
5. When a DHC-6 Float Captain exercises his right to bid out of the position, he may be held in the DHC-6 Float Captain position for a period not exceeding six (6) months while a replacement is trained. Such pilot shall be paid the greater of his current pay or the applicable pay for his awarded position.
6. A pilot who obtains a position as a DHC-6 Float Captain and who holds an Instrument Rating at the time shall be allowed to re-qualify for an Instrument Rating at Company expense when leaving the position.



SECTION 29

LETTERS

LETTER OF UNDERSTANDING NO. 1

7. This Letter of Agreement shall not affect the rights of any pilot to exercise his seniority to the DHC-6 Float Captain position provided the pilot has the appropriate qualifications and seniority.
8. Remuneration for the DHC-6 Float Captains shall be as outlined in Section 10 (Pay).
9. It is agreed that this Letter of Agreement shall come into effect upon signing of the main Agreement and shall run concurrently with that Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Company

For the Association

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SECTION 29

LETTERS

**LETTER OF UNDERSTANDING NO. 2**

Between: AirBC Limited (hereinafter referred to as the "Company")

And

The pilots in the employ of AirBC Limited, as represented by the Canadian Air Line Pilots Association (hereinafter known as the "Association").

It is hereby mutually agreed that the following terms and conditions shall apply to the DHC-6 Float Pilots only:

- 1 Notwithstanding the terms of Sections 8 and 10 of the collective agreement the pilots employed on the DHC-6 harbour operation will be scheduled and paid in accordance with the following limitations.
  - a) From April 1 to September 30 inclusive (the summer months) a harbour pilot will be scheduled for between eighty (80) and ninety (90) credit hours per month. Minimum guaranteed pay shall be for (80) hours.
  - b) From October 1 to March 31 (the winter months) a DHC-6 Float Captain will be scheduled for between seventy (70) and (80) credit hours per month. Minimum guaranteed pay shall be for seventy (70) hours. From October 1 to March 31 (the winter months) a DHC-6 First Officer will be scheduled for between seventy (75) and (85) credit hours per month. Minimum guaranteed pay shall be for seventy (75) hours.
  - c) At the sole discretion of the pilot the maximum number of landings may be extended to twelve per duty period, if requested, for maintenance positioning.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Company

For the Association

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OUTSTANDING ITEMS

SECTION 29

LETTERS

LETTER OF UNDERSTANDING NO. 3

Between: airBC Limited (hereinafter referred to as the "Company")

And

The pilots in the employ of airBC Limited, as represented by the Canadian Air Line Pilots Association (hereinafter known as the "Association").

It is hereby mutually agreed that upon ratification of Agreement #2 each pilot's sick bank will be credited with 7 credits of sick leave for each month remaining in the 1994 calendar year. A pilot's sick bank shall not exceed a maximum banked value of one hundred and sixty-eight (168) credits.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Company

For the Association

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OUTSTANDING ITEMS

SECTION 29

LETTERS

LETTER OF UNDERSTANDING NO. 4

Between: airBC Limited (hereinafter referred to as the "Company")

And

The pilots in the employ of airBC Limited, as represented by the Canadian Air Line Pilots Association (hereinafter known as the "Association").

It is hereby mutually agreed that upon ratification of agreement, #2 the Company agrees to apply the vacation allotment as described, in Section 15-2.01 to the months remaining in the 1994 vacation year. To determine the supplementary weeks available per month per POSITION the following will apply:

The total number of vacation and stat credits per POSITION minus all vacation and stat credits taken per POSITION prior to ratification, divided by the number of months remaining in the 1994 vacation year after ratification.

The purpose of this is to allow pilots to bid weeks that were blacked out on the previous vacation bid but are now available under the new agreement Sec. 15-2.01. There will be no change in a pilots previously awarded vacation unless he rebids in accordance with Sec. 15-3.04.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Company

For the Association

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OUTSTANDING ITEMS

SECTION 29

LETTERS

LETTER OF UNDERSTANDING NO. 5

Between: airBC Limited (hereinafter referred to as the "Company")

And

The pilots in the employ of airBC Limited, as represented by the Canadian Air Line Pilots Association (hereinafter known as the "Association").

It is hereby mutually agreed that commencing the first day of the first month following ratification of Agreement #2, the Company will implement all of the provision of SECTION 12 (MEAL ALLOWANCE).

It is hereby further agreed that the Company will make a retro-active payment to each pilot equal to 5% of each pilot's earned meal expenses for the period commencing July 1, 1993 and ending the first day of the first month following ratification.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Company

For the Association

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OUTSTANDING ITEMS

SECTION 29

LETTERS

LETTER OF UNDERSTANDING NO. 6

Between: airBC Limited (hereinafter referred to as the  
"Company")

And

The pilots in the employ of airBC Limited, as  
represented by the Canadian Air Line Pilots  
Association (hereinafter known as the  
"Association").

OUTSTANDING STAT AND TIME BANKS

It is recognized by the Company and the Association that a method  
of depleting the pilots outstanding stat and time banks must be  
initiated in order to embark on the agreed concept of time  
balancing in agreement #2. To that end the following is agreed upon  
by both parties: (any reference to time bank will acknowledge both  
time and stat banks.) It is also agreed that the Company will  
provide the association a record of all pilots and their out-  
standing time banks within 15 days of ratification of Agreement #2.

From the time of ratification of agreement #2 pilots will have  
until the beginning of the 1995 vacation year (Jan. 31st 1995)  
to utilise their outstanding time banks.

Pilots will have the option of requesting time off, or cash  
payout for their bank. If the cash payout is requested it will  
be remunerated at the pilots rate of pay when the time bank  
was earned; If the bank is requested in time off, this time  
off will not be reduced if the pilot is earning a higher rate  
of pay now than when the stat was earned. For example a DH-8  
captain who has 6 unused stat days accrued while he was a DH-8  
first officer, will still be entitled to 6 days off as a  
captain with no loss in pay.

In the event that a pilots request for time off is not granted  
by Jan. 31st 1995, all remaining time bank will be paid out on  
that date.

OUTSTANDING ITEMS

AGREED

SECTION 29

LETTERS

LETTER OF UNDERSTANDING NO. 6

It is recognized that some pilots have bid and been awarded stat vacation weeks in the 1994 vacation year who do not have enough accrued stats from the 1993 vacation year to cover these bids. These vacation weeks will be honoured and the pilots 1995 stat vacation bid reduced accordingly. All pilots at the time of ratification will accrue and not be entitled to bid stat entitlement earned from Jan. 31 1994 to Jan. 31 1995 until the 1995 vacation year bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Company

For the Association

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OUTSTANDING ITEMS

SECTION 29

LETTERS

**LETTER OF UNDERSTANDING NO. 7**

Between: airBC Limited (hereinafter referred to as the "Company")

And

The pilots in the employ of airBC Limited, as represented by the Canadian Air Line Pilots Association (hereinafter known as the "Association").

It is hereby mutually agreed that commencing the June 1994 bid period, the Company will implement all of the provision of SECTION 8 (HOURS OF SERVICE , CREDITS AND SCHEDULING RULES)and SECTION 9 (PAY).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

For the Company

For the Association

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CLARIFICATION

SECTION 8-32 BLOCK CONSTRUCTION

The following is information mutually agreed upon between the Company and the Association that will assist both the pilot blockers in the SSC, and the Company crew planners when building and awarding monthly blocks.

It is recognized by both parties that the process of preparing, issuing, bidding, and awarding pilot monthly blocks is a difficult and complex process. The main factor in assuring that this process is completed on time and within the bounds of Agreement #2 is the preparation and planning that goes into it. As there is no time period allotted for rebid much care must be taken to ensure that the blocks when issued have been carefully reviewed by both the Company and the SSC. To this end no changes will be made to the blocks when submitted by the SSC to the Company unless the Association Scheduling Chairman or his designated representative have agreed that these changes are made in reference to the pilot's bids and conform to the rules of Section 8.

In commencing to build the monthly blocks the Designated Blockers will proceed as follows:

1. Review and check all monthly pairings to ensure that Flt. times, duty times, check-in check-out etc. are correct.
2. The company will determine the blocking average for each Position. To determine the total amount of credits to be blocked the total flying credits, vacation credits, stat credits, and training credits for each Position must be totalled. The blocking average will NORMALLY be determined as follows:

By dividing the total credits to be blocked by the greatest possible whole number of blockholders, that will result in the block average falling within the blocking average window (77.5 to 82.5). If this results in a fractional amount, then the lesser whole number will be increased in .1 increments, until the blocking average falls within the blocking average window.

EXAMPLE 1

|                               |                            |   |                     |
|-------------------------------|----------------------------|---|---------------------|
| Bae-146 Capt YVR JANUARY 1994 |                            |   |                     |
|                               | Flying Credits             | = | 628.2               |
| +                             | Vacation Credits 25x2.83   | = | 70.8                |
| +                             | Stat Credits 1x4.0         | = | 4.0                 |
| +                             | Training Credits 12x4.0    | = | 48.0                |
| =                             | Total Credits to block     | = | 752.0               |
|                               | Blocking Average           |   | 81.7                |
| =                             | Total Blockholders reqd    |   | 9.2 - 9.0 = .2 open |
|                               | Total blockholders         | = | 9                   |
|                               | Total Pilots available     | = | 13                  |
|                               | Total reserve blockholders | = | 4                   |

BLOCK CONSTRUCTION CLARIFICATION

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In the above example to determine the blocking average that will result in as many full blocks as possible with the least amount of open flying the following calculation would occur.

|   |                         |
|---|-------------------------|
| total credits to block                    | =752.0                  |
| divided by greatest possible whole number | =752.0/10=75.2 to low   |
| divided by the next lower whole number    | =752.0/ 9=83.6 to high  |
| lesser whole number increased by .1       | =752.0/9.1=82.6 to high |
| lesser whole number increased by .2       | =752.0/9.2=81.7 OK      |

The intent is to create as many full blocks as possible with the least amount of open flying. The above calculation would continue if required until the block average falls within the average blocking window. The Company may elect to set a higher or lower blocking average when staffing levels allow. However in all cases the provision contained in Section 8-32.04 &.05 shall apply.

EXAMPLE 2

Bae-146 Capt YYC JANUARY 1994

|                            |   |                    |
|----------------------------|---|--------------------|
| Flying Credits             | = | 240.0              |
| + Vacation Credits 9x2.83  | = | 25.5               |
| + Stat Credits 2x4.0       | = | 8.0                |
| + Training Credits 7x4.0   | = | 28.0               |
| = Total Credits to block   | = | 301.5 -            |
| / Blocking Average         |   | 81.5               |
| = Total Blockholders reqd  |   | 3.7 - 0.7 =.7 open |
| Total blockholders         | = | 3                  |
| Total Pilots available     | = | 5                  |
| Total reserve blockholders | = | 2                  |

|   |                         |
|---|-------------------------|
| total credits to block                    | =301.5                  |
| divided by greatest possible whole number | =301.5/4=75.4 to low    |
| divided by the next lower whole number    | =301.5/3=100.5 to high  |
| lesser whole number increased by .1       | =301.5/3.1=97.3 to high |
| lesser whole number increased by .2       | =301.5/3.2=94.2 TO high |
| etc... .7                                 | =301.5/3.7=81.5 OK      |

The above examples will determine the blocking average and the number of full blocks to be constructed.

4. The blocker can now commence to review the preferential bid requests and -begin building the blocks.

NOTE

It must be recognized that the blocking line in example 1 is now set at 9 blockholders. If on a given day the Company has 9 pairings that commence on one day, all 9 blockholders may be required to fly on that day. (must fly day) It is conceivable that a reserve pilot may get that day off as per his request, however this would only happen if the reserve requirements for the day where met, or there was insufficient reserves to cover all days of the month and the Company choose to allot them elsewhere.

## .OCK CONSTRUCTION CLARIFICATION

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5. The blocker will attempt to honour pilot bid requests in order of seniority until that pilot has reached a value within the blocking window. A blocker will not exceed the blocking window unless no other options exist and he has discussed it with Crew scheduling. Some blocks may fall short of the blocking window when no other options exists. These will be accepted as full blocks (minimum 75 credits) (Section 8-32.05) The blocker, can in reference to the pilot's bid sheet bring this block into the blocking window through the use of stats as described in Stat Clarification.

6. Once the full blocks are complete the blocker will then award the reserve blocks in accordance with the senior preferential bids. Reserve bids would usually revolve around two requests.

1. Preference for days off
2. Preference for alignment with open flying.

Note

The alignment with open flying may be the desire to do some flying, or in the case where there is a lot of open flying a pilot may see an opportunity to exceed his min 75 credit pay guarantee.

7. Open flying will be shown on the published blocks beneath the reserve lines. Reserve pilots will be able to assess their probability of call out or request the open flying as per Sec. 8-41.12. In a small base where only one line of reserve may exist the alignment of reserves to open flying will be obvious, however since there is no such thing as a partial block, all reserve lines will be built as pure reserve with the appropriate 12 (or prorated portion thereof) days off.

8. Once completed the blocks will be submitted by either hard copy or on disk to the Company for review and publication.

It is imperative that all problems that cannot be resolved by the blocker be communicated to the Scheduling Chairman in an effort to resolve these problems before the blocks are issued. This will greatly reduce the amount of grievances and provide a much more harmonious relationship between the pilots and crew scheduling.

## CLARIFICATION

### SECTION 8-36 REASSIGNMENT

The intent of the provisions of reassignment does not contemplate the removal of a pilot from a pairing or portion of a pairing when the pilot's pairing has not been cancelled or changed. Additional duty may be assigned, however this will not normally be done if it interferes with the remainder of the pilot's pairing (SECTION 8-36.08).

When assigning additional duty, all known operational delays must be factored into the scheduled time required to complete the additional duty. Delays that occurs prior to departure that are in the nature of late arriving operating aircraft or crew, previously known maintenance delays or connecting flights would be considered as a part of the two hour expansion window. If these delays resulted in the duty period exceeding the two hour expansion window the pilot cannot be reassigned and must be released from all duty. Standard minimum turn around times must also be used to determine whether the duty falls within the expansion window.

Under no circumstances will pilots be required to perform duty that exceeds the limitations as set forth in Length of the Duty Period Section 8-1 or 8-2, FU's section 8-32.06 or compromises the crew rest as specified in Section 8-3. Pilots will-be given an explanation of all aspects of any replanning, rerouting, delays, changes or cancellations to his published block award.

## CLARIFICATION

### SECTION 8-40 DRAFTING

A Draft is the assignment of a pilot to duty on his day off. The Company and the Association agree that the intent of the Draft is to provide the Company a means of staffing their aircraft during unusual or unforeseen situations. It is acknowledged by both parties that the Draft is not a means of staffing the airline in lieu of appropriate crewing levels. Use of the draft for this purpose will lead to chronic crew shortages when the draft penalty is applied as there is no means in Agreement #2 to buy off the draft penalty credits through a cash payout.

It is recognized by both parties that drafting on short notice is the result of an unusual situation and the pilot will make **every** effort to report as soon as possible. The notice will be the same as that required of a reserve pilot as specified in Section 8-41.05. Crew scheduling will give consideration to circumstances that may require extra time such as arranging child care or transportation requirements. Pilots are expected to make provision for a short notice draft. It is recognized by both parties that some situations may preclude a pilot from reporting immediately. Child care arrangements are one example. A pilot called out at 04:00 for a 6:00 check-in may have difficulty finding child care at this time. A mature attitude from both the crew scheduling department and the pilot group should help to resolve these situations.

Pilots who live in a residence other than their assigned base may also be drafted but is recognized that the time necessary to commute by their normal means will be taken into consideration when drafting these pilots.

Pilots drafted with adequate time in advance may offer this draft to another pilot if approved by crew scheduling.

A single draft may be a multi day pairing provided all the contractual provisions are met.

When a pilot is drafted, crew scheduling will indicate what duty constitutes the draft including check-in and out times. This duty is subject to reassignment as per the agreement however a pilot will not be drafted outside his reassignment windows as this would constitute his second draft in the month.

**CLARIFICATION**

**8-41 RESERVE**

- .02 A pilot assigned duty from reserve must be scheduled to check out no later than (8) eight hours after the end of the reserve duty period.

Example

The scheduled reserve period is 0300-1700 pst. The pilot must be scheduled to check out no later than 0100 pst the following day.

.04

EXAMPLE

A pilot on reserve from 04:00 to 18:00, is required for duty at 05:30 the following day. Crew scheduling shall assign the pilot the duty by 17:30 that day. If the trip or pairing is canceled or delayed crew scheduling may call the pilot up to one hour prior to check-in (04:30). Crew scheduling must: now release the pilot or reassign him within the limits of his originally assigned duty.

- .10 Whenever a pilot is assigned duty from reserve, crew scheduling will provide the pilot with the following information.

- i) Check in time
- ii) The flights to be operated or deadhead flights
- iii) The scheduled departure and arrival times of these flights.
- iv) The credits for the duty (as determined in 8-11 Trip Periods).
- v) Check out time at home base.

The above information will normally be provided to the pilot upon initial contact. However it is recognised that this information may not be available at the time of initial contact. In this event the pilot must be provided with a minimum of i) + v) above as well as any requirement to layover. The remaining the information must be provide no later than the time of check-in. Reassignments other than the original assigned duty may occur in accordance with all the provisions of Section 8-36 Reassignments. A pilot shall not be required to stand reserve at an airport or at a layover point.

- .13 The minimum enhanced guarantee is only available to reserve pilots. The intent of the minimum enhanced guarantee is to enable a reserve pilot to increase his pay level when it is apparent he will not earn over 75 credits and also to give the company the opportunity to use a pilot without incurring the draft penalty. This is strictly at the pilots option. It is envisioned that the following scenario would apply. Crew scheduling would phone a reserve pilot with the intent to draft him for duty. The reserve pilot at the time of the call would advise crew scheduling whether he is accepting the draft

- RESERVE CLARIFICATION

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or invoking the Minimum Enhanced guarantee. If he chooses the enhanced guarantee the draft provisions and draft penalty are waived and he will receive the daily standard credit (2.83) towards his monthly pay. ( $75 + 2.83 = 77.83$ ). The reserve pilot may opt to do this until he reaches 85 hours. It can be seen that 4 such days will result in an over projection at which time this must be resolved. If a reserve pilot exercised this option more than twice, crew scheduling would also be required to drop a day of work in order to preserve the minimum days off as prescribed in SEC. 8-33.

There is one other instance where a pilot may use the enhanced minimum guarantee. If the monthly schedule shows an obvious lack of reserve coverage, a pilot may offer, or Crew scheduling may ask a pilot to stand reserve on a day off. The pilot will be entitled to the enhanced minimum guarantee. It is crew scheduling option to accept the offer if pilot initiated and vice versa. In either case the pilot would receive the minimum guarantee whether he was used or not on reserve.

CLARIFICATION  
VACATION AND GENERAL HOLIDAYS

STAT CREDITS.

It is the intent of both parties to ensure that all stats and holidays are taken in the calendar year they are due and that none are carried forward. This is done to ensure that a large accumulation of time is not banked and will ensure an appropriate crewing level from year to year. Under this new agreement (#2), stats will be earned and bid as general holidays. This means stats will have to be accrued in the previous year, and then bid as holidays in conjunction with the annual vacation bid. Once bid, and awarded as vacation weeks; there is a contractual provision 15-1 .08, where stat credits may be withdrawn from the holiday bid. There are two instances where this may be done:

1. In the event that a pilot is deemed a blockholder but there is insufficient pairings left to bring him into the blocking window, 8-32 .05, a pilot at his option may request that stat credits sufficient to bring him into the blocking window be withdrawn from his stat holiday weeks. This must be done before the blocks are issued. Example: the blocking average is set to be 80.0 credits. This makes the blocking window 77.5 to 82.5. The blocker finds that he is unable to build a block above 75.5 for a particular pilot because all the remaining pairings have a value of 8 or more credits. This pilot would be deemed a block holder as per 8-32.05. In this case the pilot could request that 4.5 credits be removed from his stat vacation weeks (the pilot will specify which week of stats is to be reduced if his stat weeks are split) thus giving him the blocking average of 80. A pilot will not be able to request this if he is in the blocking window, or by an amount that will exceed the designated blocking average.
  
2. A pilot may request and be granted a stat in lieu of a duty day provided that crew scheduling approves. This will be solely at the discretion of crew scheduling. Example: A pilot requests a stat after the blocks are published for a 6 credit duty day. There is more than adequate reserve coverage on this day. His request is approved and the pilot has 6 credits removed from his stat holiday weeks. Once again the pilot will specify which week, if his stat vacation weeks are split.

AWARDING HOLIDAY AND STAT WEEKS DURING BLOCK CONSTRUCTION

In order to ensure that stat vacation weeks are treated like a week of vacation two days off will be granted in conjunction with each stat week bid to provide 7 consecutive days off. (Sec 15-1.06). In addition to this a pilot will be able to bid an additional 2 days off with both his normal vacation weeks or his stat vacation weeks as provided in Sec 8-32.13.



cont'd

The philosophy behind this is to enable a pilot to secure a minimum of 9 days off for a week of a vacation, the same as the majority of the work force who are on a five day work week from Monday to Friday. The 2 days provided in Sec 8-32.13 apply once to each vacation period i.e. A three week vacation period is guaranteed 21 days off with the 2 days in sec 8-32.13 at the pilots option for a minimum of 23 days.

In order to determine how to block a stat vacation week when a portion of the week has been used as in 1 and 2 above the intent is the following:

The days that are shown as STAT days on the monthly block will be reduced by one for every four credits used in the above examples. The provision to protect days off will continue to apply until there are a two STAT days left. The provision of Sections 8-32.13 and 15-1.06 are not intended to increase or reduce the number of minimum days of.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

HOURS OF SERVICE

8-1 DUTY PERIODS

- .01 The duty period will commence prior to the scheduled departure time, or at the required reporting time if earlier, in accordance with the following table:

|                            | <u>Commence</u> |
|----------------------------|-----------------|
| i) DHC-6 Floats            | 30 Minutes      |
| ii) Operating              | 60 Minutes      |
| iii) Deadhead to Operating | 60 Minutes      |
| iiii) Deadhead only        | 30 Minutes      |

Note:

1.) In the application of (ii) above, the duty period shall commence 45 minutes prior to departure for thru flight checkins or first flights when at layover points that the aircraft has stayed with the crew.

2.) In the application of (iii) above, the duty period shall commence 30 minutes prior to the deadhead departure if a break of 45 minutes exists from the arrival of the deadhead sector to the departure of the operating sector.

- .02 The duty period will end a minimum of 15 minutes (30 minutes if customs clearance or aircraft repositioning etc., is required) after the termination of the flight, or when released from all duty, whichever is later.

8-2 LENGTH OF THE DUTY PERIOD

The maximum duty period will be:

- .01 Fourteen (14) hours except as follows:
- (a) For duty periods commencing between 2300 and 0500 hours local time, or when one-third of the duty period falls between the hours of 2300 and 0500 hours local time, the maximum duty period will be twelve (12) hours.
  - (b) Notwithstanding (a) above, all duty periods affected by the silent hour provisions will be fourteen (14) hours providing that a break in the duty period exists of five (5) hours from scheduled arrival to scheduled-departure and sleeping accommodation is provided.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-2 LENGTH OF THE DUTY PERIOD  
(cont'd)

Note:

The silent hours are defined as the hours between 2300 local to 0500 local.

- (C) [i] All duty periods will be reduced by one hour for each operational landing in excess of eight (8), [BAE-31 six (6)]. The maximum number of operational landings in any duty period shall be ten (10), [BAE-31 eight (8)].

Note:

For duty periods that require deadheading prior to operating, and the deadhead portion includes two (2) or more landings, then all deadhead landings will be considered as operational.

- [ii] The duty period limitations in paragraph .01 (c) [i] specific to the BAE-31 will no longer apply it be equipped with an autopilot.

.02 Extensions to the duty day:

- (a) Pairings Exceeding the Duty Day:

Duty periods in excess of the maximums specified herein may be scheduled, subject to mutual agreement between the Company and the SSC prior to publishing the monthly block pairings for bidding purposes.

- (b) Delays:

If, after the start of a duty period (check-in), a flight becomes delayed due to mechanical problems, adverse weather conditions, enroute delays or other causes, and it becomes apparent that the duty period time limitations would have to be exceeded to complete the flight(s) as planned (including check out duties) it will be the Captain's responsibility to discuss with the Flight Deck Crew the operational and safety aspects of exceeding the maximum duty period time limitations. Having consulted with the crew, and taken all pertinent factors into consideration, the Captain will decide whether or not to continue. Should the decision be made not to extend the duty day, the crew will not be required justify their decision any further.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-3 REST PERIODS

.01 The rest periods are:

(a) Home Base:

Scheduled twelve (12) hours, or as provided in Section 8-32.12

(b) Away from home base:

Scheduled ten (10) hours; or,

By mutual agreement, giving consideration to the length of the preceding and following duty periods, pairings may be constructed that provide for a minimum of a 9 hour rest period. This shall only apply when the rest accommodation is defined as an Airport Hotel (Section 2.2)

.02 If due to operational delays an affected pilots scheduled rest period is compromised, the rest period may be reduced as required to no less than ten (10) hours at home base. The rest period away from home base may be reduced to no less than nine (9) hours at sole discretion of the affected pilots and where the rest accommodations are defined as an Airport Hotel.

NOTE:

Notwithstanding the provisions of this section, in no case shall a rest period be less than the time required for the pilot to acquire eight (8) hours of prone rest giving due consideration to travelling to and from the rest accommodation.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

CREDITS

8-10 GENERAL

- .01 Unless otherwise noted flight credits shall be referred to as "Credits" and shall apply for pay and flight time limitation purposes.
- .02 Daily Standard Credit is the monthly maximum credit level (85 credits) divided by thirty (30) (ie.  $85/30=2.83$  credits)
- .03 Credit values calculated at point zero five (.05) or greater shall be rounded up to the nearest point one (.1).
- .04 Pilots shall be guaranteed a minimum of seventy-five (75) credits a month for pay purposes.
- .05 Notwithstanding '04 above, blockholders shall be guaranteed pay and flight credits of his awarded block as if flown according to schedule or the actual credits accrued, whichever is greater.

8-11 TRIP PERIODS

- .01 In order to provide a balance between duty time, flight time, and total trip hours, the credits of .02 below shall apply to all trip periods.
- .02 For each trip period, or period of any other duty, excluding reserve, the credits earned shall be the greater of (a) through (d) below:
  - (a) A minimum guarantee of:
    - four (4) credits for each duty period.
  - (b) The accumulated flight time for the duty period, scheduled or actual whichever is greater.
  - (c) One (1) credit for each two (2) hours of the duty period, scheduled or actual whichever is greater.
  - (d) One (1) credit for each four (4) hours in a trip period, scheduled or actual whichever is greater.

Note 1:

Natural Block Growth (NBG) is the amount of time a pilot's actual credit hours exceed the scheduled credit hours in .02 8(b) (c) and (d) above, during the course of flying an awarded block.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-11 TRIP PERIODS

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Note 2:

For the application of 8-11.02(b) above pilots shall receive flight credits when required to taxi aircraft for purposes other than flight. These credits (as specified in Appendix A) shall be included in the pairing or be treated as NBG.

- .03 When a pilot on reserve duty or a pilot drafted reports to the airport to operate a flight and whose assignment is subsequently canceled, he may be reassigned in accordance with section 8-36 (Reassignments) or he shall be released from duty by the Company, and shall receive the minimum credits for the duty period as provided in .02 (a) above.
- .04 When a change in calendar date occurs during a duty period, the date on which the duty period originates shall be considered the date to which all credits for the duty period apply. In the event of advanced or delayed operations at the end of a month, the scheduled originating date of the duty period shall be considered the date on which the duty period originates and to which date all credits for the duty period shall apply.

8-12 Reserve Enhanced Minimum Guarantee

- .01 A reserve blockholder may enhance his minimum monthly pay credit by increasing his availability for reserve duty on a day off in accordance with section 8-41.13 Reserve.
- .02 For each 'day of a month a Reserve Blockholder stands reserve on a scheduled day off, or when he elects to remain on reserve after being released as per 8-11.03 above, he will be credited with one (1) day of daily standard credit in addition to his monthly minimum guarantee.
- .03 A reserve blockholder shall be paid the greater of :
  - i) His monthly minimum Guarantee
  - ii His enhanced monthly minimum guarantee up to the maximum monthly credit.
  - iii) His actual duty credits for the month.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-13 DEADHEADING

- .01 When a single duty period consists of deadhead duty combined with flight duty, the minimum credits of Section 8-11.02 (CREDITS-TRIP PERIODS) shall apply except that the deadhead sector(s) flight time credit shall not apply.
- .02 When a duty period consists of deadhead only, the minimum credit will be the greater of:
  - (a) Four (4) credits.
  - (b) One (1) credits for each two (2) hours duty time.When, deadheading to a training location 8-11.0.2(c) shall not apply.

8-14 TRAINING

- .01 For each training period, the credits earned shall be the greater of (a) or (b) below:
  - (a) A minimum of four (4) credits for each training period.
  - (b) If applicable, the actual flight time credits for aircraft flight training.

8-15 VACATION

- .01 For each day of vacation, a pilot shall earn the daily standard credit for flight and pay credit limitation purposes.
- .02 For each day of statutory holidays, a pilot shall earn four(4) credits for flight limitation and pay purposes.

8-16 RELOCATION TO ANOTHER BASE

- .01 When a pilot is relocating to another base, he shall receive credits during the portion of the month that he has approved time off for travel, as follows:
  - (a) Pilot in training: Credits as per (CREDITS-TRAINING)
  - (b) Blockholder: The credits for the pairings that he missed, as if flown according to schedule.

8-17 SICK LEAVE

- .01 When a pilot becomes ill, he will, providing he has sufficient accumulated sick leave credits, be credited as follows:
  - (a) Blockholder: The normal credits for the pairings that he missed, as if flown according to schedule.
  - (b) Reserve blockholder: The credits for each duty period missed if he would have been assigned duty in accordance with his seniority. (Sick if Required)
  - (c) Bid Period Overlap: A pilot whose illness extends into the next bid period and who is not awarded a block shall receive daily standard credit until his date of return to duty, or until he qualifies for Extended Sick Leave Plan, whichever is sooner.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-17 SICK LEAVE

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- .02 A pilot who becomes sick or injured under the provisions of Section 18-4 (SICK LEAVE - OCCUPATIONAL) shall remain on daily standard credit for the period he is ill.

8-18 PAID LEAVE/JURY DUTY

- .01 When a pilot is granted a paid leave of absence due to a requirement to serve as a juror, or for other reasons that the Company may agree to, the pilot shall be credited as follows:
  - (a) Blockholder: The normal flight credits for the pairings that he missed, as if flown according to schedule.
  - (b) Reserve Blockholder: The daily standard credit for each reserve duty period he is on Paid Leave/Jury Duty.
  - (c) Bid period overlap: A pilot whose paid leave of absence extends into the next bid period and who is not awarded a block shall receive daily standard credit- until his date of return to duty.

8-19 HELD OUT OF SERVICE

- .01 When a pilot is held out of service with pay he shall be credited as follows:
  - (a) Blockholder: The normal flight credits for the pairings that he missed, as if flown according to schedule.
  - (b) Reserve Blockholder: The daily standard credit for each reserve duty period that he is held out of service.
  - (c) Bid period overlap: A pilot who is held out of service into the next bid period and who is not awarded a block shall receive daily standard credit until his date of return to duty.

8-20 NATURAL BLOCK GROWTH

- .01 Natural Block Growth (NBG) is the amount of time a pilot's actual credit hours may exceed the scheduled credit hours during the course of flying an awarded block. Natural Block Growth shall include:
  - (a) Credits accrued proceeding to and from an alternate to complete a flight which has the same trip number as that which the pilot was scheduled to fly.
  - (b) Credits accrued above schedule for the duty period.
  - (c) Duty time or trip hour guarantees that are accrued on the flight designated by the original trip number, even if delayed.



SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-20 NATURAL BLOCK GROWTH  
con't

N O T E

A pilot who operates a part of a pairing and is removed with pay and credits from the remainder of the pairing, and who has accrued NBG in the operated portion shall be paid and credited for that growth in addition to the scheduled time and credits.

8-21 DRAFT PENALTY CREDITS

- .01 Pilots will receive draft credits at a rate of one times the credit level of the duty period(s) (four(4) credit minimum draft credit) when drafted to work on a day off.
- .02 Pilots will receive draft credits of one (1.0) times the credits earned in excess of eighty-five (85) while completing the last half of the last duty period in a month.
- .03 When the draft occurs on Christmas Day, Boxing Day or New Years Day the draft credits will be calculated at two point zero (2.0) times the credit accumulated in .01, .02 or .03 above.
- .04 The draft credits accumulated in .01, .02, or .03 above will be used as credit toward the monthly maximum of 85 credits for blockholders in the block the second month following the month in which the draft occurred.
- .05 If a pilot is a reserve blockholder the second month following the draft he shall have an additional day off awarded for every four (4) credits or portion thereof accumulated in .01,.02, or .03 above.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

SCHEDULING RULES

8-30 GENERAL

- .01 Eighty-five (85) credits per month shall be the maximum for pilots covered by this agreement.
- .02 The Company specifically agrees that when a pilot reaches his maximum credit limitation of eighty - five (85) credits, he shall be relieved of all duty with the Company until the commencement of his next bid period.
- .03 The Association and the Company shall form a System Scheduling Committee (SSC) to monitor the application of the scheduling rules. All pilot blockbuilders and those pilots directly involved in the administration of the blockbuilding process shall be scheduled on their monthly blocks for said planned duties. They shall be credited for pay and flight time limitation purposes at the rate of four(4) credits per day of blockbuilding duties. The daily expenses of the pilot members of the SSC shall be borne by the Association. Credits for scheduling are to be established by mutual agreement between the Company and the Association and outlined in Appendix A.
- .04 Once a block has been awarded, the credit level it establishes becomes guaranteed for pay and flight limitation purposes. Crew Scheduling will attempt to preserve the integrity of the block to protect the pilot's working conditions. When a pilot loses flying time from his block, he shall be credited for such loss as if he had flown his block, except as provided for elsewhere in this Agreement.
- .05 The maximum amount of flying that can be accepted by flight operations for blocking in any position shall be limited by the number of qualified line pilots available in that position in any given month.
- .06 No instruction, guide or rule concerning the scheduling of pilots will be used or made available to any employee of AirBC Ltd. who is directly or indirectly involved in the scheduling of pilots unless that instruction, guide or rule is made available to the CALPA members of the SSC.
- .07 The Company agrees to maintain a daily record of flight credits accrued during the month by every pilot. These figures shall be readily available to each pilot.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-31 PAIRING CONSTRUCTION

- .01 A pairing is a pre-arranged combination of one or more duty periods that will be identified by a number for bidding and scheduling purposes.
- .02 Reserve duty periods shall be constructed as pairings which include start and release times, and will be included in published blocks.
- .03 Pairings shall be constructed by the Company, in consultation with the CALPA SSC, from the known aircraft route tracks and shall reflect all known scheduled or charter flying.
- .04 All known training periods will be constructed as pairings.
- .05 The number of continuous days in a pairing shall not normally exceed four (4). The maximum number of continuous days in a pairing shall be five (5). The Company shall discuss with the Association the construction of any pairings in excess of four (4) continuous days before the pairings are published for bidding purposes.
- .06 For through flight checking at layover points, the checkin times may be later than the duty commencing time to facilitate transportation requirements, but in no case will this be less than 30 minutes prior to scheduled departure time.

8-32 BLOCK CONSTRUCTION

- .01 The Association and the Company agree to a system of preferential bidding to construct monthly blocks which will ensure that each pilot is awarded his choice of pairings, days off, or other duties specified by the Company, in accordance with his position and seniority as detailed in these Scheduling rules. The number of line pilots will be sufficient to protect the Company's operation and provide normal working conditions as provided for in this Agreement.
- .02 Blocks will be constructed by the CALPA members of SSC ensuring all operational requirements of the Company respecting training, check rides, line indoctrination, groundschool, etc. are met.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-32 BLOCK CONSTRUCTION

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- .03 All known flying will be blocked, including forecast scheduled flights, extra section flying, ongoing contract charter, confirmed charter flying, and training sessions, as well as all known credits for other reasons such as leaves, vacations, statutory holidays, Association Releases, etc.
- .04 The Calpa SSC will construct and award as many Full Blocks possible. Flying that cannot be built into full blocks will be placed in open flying.
- .05 Full Blocks will be constructed to have a credit level of between seventy-five (75) and eighty-five (85) credits. The Company shall specify the block average in each POSITION, for each bid period. Blocks will be built within a five (5) credit window around the specified block average of seventy seven point five (77.5) credit minimum, to eighty two point five (82.5) credit maximum. Occasionally blocks with an average lower than seventy-seven point five (77.5) credits will be considered acceptable when there is no higher credit average blocks that can be built.
- .06 The days that a pilot is on vacation or on LOA for part of the bid period will be placed on the pilots block prior to awarding any duty. His availability will be reduced by the daily standard credit for each day that he is on vacation or LOA in that bid period.
- .07 Pairings that are required for training purposes (ie. line indoctrination) shall be so designated for bid by Training Captains and removed for bidding purposes from the First Officer bid package. A maximum of forty (40) hours (flight time) of training will be scheduled in any month on a Training Captain's block.
- .08 No duty cycle shall be scheduled to include more than six (6) consecutive duty periods without the pilot's consent.
- .09 The total number of landings in a duty cycle plus the total number of duty hours in a duty cycle shall be known as fatigue units (FU's). The maximum number of FU's in a duty cycle will be one hundred (100), except as follows:

|             |          |
|-------------|----------|
| DHC-6 Float | 110 FU's |
| Bae-31      | 90 FU's  |

Note:

The FU limits specific to the Bae-31 will no longer apply should it be equipped with an autopilot.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-32 BLOCK CONSTRUCTION

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- .10 A reserve block shall consist of reserve pairings, training days, days off and/or vacation days as appropriate.
- .11 No pilot shall be blocked to successive Reserve Duty periods in excess of five (5). Any pilot blocked for five (5) successive Reserve Duty periods will have two (2) days off immediately prior to and following said five (5) Reserve Duty periods.
- .12 Notwithstanding Section 8-3.01a a pilot may request reduced crew rest to a minimum of eleven (11) hours at home base for block construction purposes.
- .13 A pilot may bid and will be awarded a minimum of two (2) guaranteed days off in conjunction with scheduled vacation periods. These guaranteed days off will take precedence over requests of pilots more senior who do not have any vacation or statutory holidays in the bid period.

8-33 DAYS OFF

- .01 Day Off: Any calendar day free of duty at home base. The minimum number of days off in a standard month shall be as follows, except as provided for elsewhere in this agreement.
  - (a) Full' Block: Minimum ten (10) days off.
  - (b) Reserve Block: Minimum twelve (12) days off.
- .02 When a pilot is on vacation or LOA for part of a month, the minimum number of days off in the remainder of the month shall be calculated using-the following prorating formula:
  - (a) Full Blockholder: Ten (10) days off x days remaining in the bid period divided by the number of days in the bid period.
  - (b) Reserve Blockholder: Twelve (12) days off x days remaining in the bid period divided by the number of days in the bid period.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-34 BLOCKING ERRORS

- .01 Blocking errors and conflicts shall not result in the pilot losing any of his awarded credits, however he may be subject to reassignment.
- .02 In the specific case of double blocking, the senior pilot will be given the choice of operating the flight or being subject to reassignment.

8-35 TRAINING

- .01 Scheduling rules for training shall be in accordance with Section 7.2 (TRAINING-SCHEDULING RULES)

8-36 REASSIGNMENT

When a pilots pairing, or portion of a pairing is canceled or changed, he will be released from duty or reassigned in accordance with the following:

- .01 The pilot may be reassigned more than once per- duty period.  

Note:

A pilot shall not be reassigned from a duty period to a reserve duty period.
- .02 If the original pairing consists of only a single duty period, the original duty period may be expanded by a maximum of two (2) hours.
- .03 Unless originally scheduled for an overnight pairing a pilot will not be reassigned an overnight pairing without his consent.
- .04 When a pilot's multi day pairing, or portion thereof is canceled or changed, he may be reassigned in accordance with the following:
  - (a) The pilot will be subject to reassignment(s) as though the duty periods in the multi day pairing were individual pairings except as follows:
  - (b) The first and last duty periods of the pairing may be expanded by a maximum of two (2) hours.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-36 REASSIGNMENT

(cont'd)

- (c) The remaining duty period(s) may be advanced by a maximum of two (2) hours before the originally awarded duty period(s) and/or extended by a maximum of two (2) hours after the originally awarded duty period(s).

Note:

The rest periods of Section 8-3 must be complied with, however, at Crew Sked discretion, his rest period at home base may be reduced to ten (10) hours if a hotel is provided.

- .05 In the event of a multi day pairing being changed or canceled prior to departure, reassigned duty must be assigned prior to the originally scheduled departure time of each duty period, or the pilot will be released from all duty for that duty period.
- .06 A pilot shall receive credit for the greater of the original or reassigned duty.
- .07 If the reassignment results in an overprojection, the overprojection credits must be resolved within the current bid period.
- .08 Reassigned duty will not normally be scheduled if it interferes with the remainder of the pilot's block. If the reassigned duty interferes with another duty period, the pilot shall receive credit for the greater of the sum of the original duty periods or the actual duty credit of the reassignment.
- .09 If, as a result of a reassignment, a duty period extends into a day off by more than two (2) hours, a day off in lieu will be granted in the bid period.
- .10 It is specifically agreed that no reassignment shall occur that results in duty that exceeds the limitations as set forth in Section 8-1, 8-2 or 8-3 (Hours of Service) or Section 8-32.06 (FU's)

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-37 PAIRING DISPLACEMENTS

- .01 A pilot may be displaced from a pairing or a portion of a pairing and shall not be subject to any reassignment.
- .02 A pilot who has been displaced shall receive the credit for his originally awarded pairing.
- .03 Notwithstanding .01 above, a pilot who is displaced and reassigned for his own training shall receive credit for the greater of the awarded pairing(s) lost or duties performed.
- .04 If the pairing displacement in .03 above results in an overprojection, the overprojection credits will be resolved in the current bid period.
- .05 A pilot who is displaced from a pairing or portion of a pairing by a supervisory pilot will only be required to be available with two (2) hours notice for his originally scheduled pairing and is not subject to reassignment to other duty.

8-38 DELAYED OPERATIONS

- .01 A delayed operation shall include any extra duty incurred as a result of departure delays, enroute delays, additional or alternate landings required to complete the normal course of the awarded pairing.
- .02 If, as a result of a delayed operation, a pilot is unable to report for his next duty period, he will receive credit for all duty lost and the following procedures shall apply:
  - (a) Crew scheduling will return such pilot to his pairing as soon as he has completed the appropriate rest period.

OR

  - (b) He may be reassigned in accordance with 8-36 (REASSIGNMENT).
- .03 If, as a result of a delayed operation a pilot's duty period extends into a minimum day off by more than two (2) hours, the provisions off 8-39 (DUTY INTO A DAY OFF) will apply.



SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-39 DUTY INTO A DAY OFF

- .01 A pilot may be scheduled so that the end of the duty period extends into a day off by two (2) hours. If for any reason a pilots duty extends into a minimum day off (as per Section 8-33.01 DAYS OFF) by more than two (2) hours a duty period will be dropped from his block within the current bid period.
- .02 Should the duty into a minimum day off occur such that the pilot has only days off remaining in his block, a duty period or a reserve duty period shall be dropped from his block within the next bid period.
- .03 If the duty into a day off results in a pilot overnighiting away from his base and deadheading to his base on a day off, Crew Scheduling shall return the pilot to his base over the most direct route with the least number of stops, after his crew rest. The pilot shall receive all the applicable credits for the additional duty period, in addition to having a duty period or a reserve duty period removed from the current bid period, if required to guarantee minimum days off, **or** the next bid period, if required in accordance with .02 above.
- .04 In the application of .01, .02 and .03 above, the pilot will be given preference to the duty period dropped subject to approval by the Crew Planner/Scheduler.
- .05 If the duty into a day off results in a pilot overnighiting away from his base and the pilot subsequently is assigned to duty other than deadheading to home base, this shall be considered a draft. All the provisions of 8-40 (DRAFTING) shall apply.

8-40 DRAFTING

- .01 A draft is the assignment of a pilot to any duty on a day off (section 8-39.03 notwithstanding) or the assignment of any duty outside the limitations in section 8-36 (REASSIGNMENTS)
- .02 Prior to any pilot being drafted, the following order of call out must be followed by Crew Scheduling.
  - (i) Pilot's whose pairings have been canceled that are subject to reassignment (section 8-36).
  - (ii) All available reserve blockholders.
  - (iii) All available supervisory pilots subject to the limitations in Section 9-??

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-40 DRAFTING

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- .03 Drafting may only be done in the reverse order of seniority and then only in the following order and subject to the restrictions in 8-40.04.
- (i) Reserve Blockholders
  - (ii) Blockholders
- .04 A pilot shall not be drafted if:
- (a) he has been previously drafted in the bid period and there are more senior pilots available who have not been drafted during the bid period.
  - (b) the draft results in an overprojection that cannot be resolved within the current bid period;
  - (c) He has not received crew rest in accordance with Section 8-3.01 (Rest Periods)
  - (d) The draft day falls on vacation days and/or statutory holidays or a day off consecutive with vacation days and/or statutory holidays;
  - (e) The draft reduces the total number of days off in the bid period below the minimum number, unless a day off in lieu is granted within the bid period;
  - (f) at another base, there are other pilots in the same equipment assignment until all the drafting procedures for the pilots at that base have been completed;
  - (g) he has been on duty for six (6) consecutive days;
  - (h) If the draft would interfere with the pilot's 'scheduled flying;
- Note:
- The conditions of (h) shall be waived if all other 'draft provisions have been exhausted. A blockholder who is not able to report for duty because of a reasons directly resulting from the application of a draft, will receive full credit for the duty lost as a result of the draft as well as the credit for the duty for which he was drafted.
- .05 A Captain shall not be drafted to, or assigned from reserve to First Officer duties unless:
- (i) All eligible reserve First Officers have been assigned.
  - (ii) All eligible First Officers have been drafted.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-40 DRAFTING

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- .06 Time Balancing (as a result of draft or drafts) - Any over-projection must be resolved within the bid period that the draft occurred, by removal of a pairing or portion thereof. The pilot will be given preference to the pairing or portion thereof to be removed, subject to Company approval.
- .07 The Company shall apply the draft procedure as far in advance as possible.
- .08 Draft Penalty Credits shall be accumulated as specified in Section 8-20 (Draft Penalty Credits).
- .10 The draft penalty credits accumulated in 8-20.01,.02,or .03 will be used as credit toward the monthly maximum of 85 credits for blockholders in their block the second month following the month in which the draft occurred.
- .11 If a pilot is a reserve blockholder the second month following the draft he shall have an additional day off awarded for every four (4) credits or portion thereof accumulated in 8-20.01,. 02, or 03.
- .12 A pilot shall not have his sick bank deducted if he is unable to report for duty he was DRAFTED to, due to illness or injury.
- .13 If a pilot is drafted for a pairing that-exceeds one (1) duty period, he will be released from all duty the first time he reaches his home base after the first duty period unless his removal would cause another draft, provided the Company does not chose to replace him with another drafted pilot.
- .14 The Company shall make available the record of all instances where pilots were drafted in the monthly Data Base.

8-41 RESERVE

- .01 The reserve duty period shall not exceed fourteen (14) consecutive hours.
- .02 A pilot on reserve shall be available to be assigned duty during the reserve duty period. The assigned duty period may be scheduled to end up to eight (8) hours beyond the end of the reserve duty period.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-41 RESERVE

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- .03 A pilot on reserve is responsible to ensure that he is available for call out by crew scheduling at any time during his reserve duty period. Crew scheduling shall telephone at least twice, with not less than fifteen (15) minute intervals between calls. Should he leave his place of residence, he shall advise Crew Scheduling where he can be reached. A pager is considered to be an acceptable method of communication.
- .04 Crew scheduling shall not interrupt a pilots stand down time or rest period, as applicable, in order to assign him duty. However, crew scheduling may contact a pilot up to one hour prior to checkin to advise him of a delayed or canceled departure.
- .05 A pilot on Reserve shall be given not less than two (2) hours notice to report for duty. This provision shall in- no way deter a pilot from reporting for duty in less than two (2) hours if the flight is scheduled to depart sooner, and he is able to report sooner. By the same token, no pilot shall be subject to discipline if he is not able to report in less than two (2) hours from receipt of notice.
- .06 Crew Scheduling shall ensure, by 2000 Pacific time each day, that crews have been assigned to all known duty commencing the next day. A reserve Pilot who is on days off may call Crew Scheduling after 2000 Pacific on the day prior to resuming duty to check on his assignment status.
- .07 When a pilot on reserve is assigned duty, he shall be so advised immediately, and shall normally be released from standing reserve twelve (12) hours prior to the commencement of the assigned duty.
- .08 A Pilot on reserve shall not be assigned duty in excess of the limitations as defined in section 8-1,-2,-3 (HOURS OF SERVICE) or section 8-32.09 (FU's).
- .09 A pilot shall automatically be off duty after completion of the originally assigned flight or flights, however he may be subject to reassignment in accordance with Section 8-36 (REASSIGNMENTS). A pilot may only resume his scheduled reserve duty after completing the appropriate rest period.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-41 RESERVE

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- .10 Any duty in excess of the originally assigned flight or flights shall be considered a reassignment.

NOTE:

The last duty assigned prior to the pilots rest period shall be considered the originally assigned duty in the application of the above.

- .11 A pilot on reserve who reports for a flight that subsequently does not operate, or who performs any other duty, or is otherwise released, shall not be subject to further reserve duty on that day until after the appropriate rest period except as provided for in Section 8-12.02.
- .12 If two reserve pilots in the same "POSITION" are assigned to the same reserve duty period, the senior pilot shall have the right of first refusal for any duty that falls within this reserve duty period.
- .13 A reserve Pilot may advise Crew Scheduling that he will be available on a day off for reserve duty. I-f the Company accepts this offer the Pilot Shall receive pay credits in accordance with Section 8-12 (Reserve Enhanced Minimum Guarantee). However, in no case shall a pilot exceed the maximum monthly credit levels, receive less that 10 (ten) (or prorated portion thereof) days off during the month, or exceed six (6) days in his duty cycle.
- .14 When reserve Blockholder is drafted, he may chose to make himself available under the provisions of .13 above.

Note:

Upon initial contact with crew scheduling the pilot will decide whether he will chose the provisions of 8-41.13 above or be drafted.

8-42 OVERPROJECTIONS

- .01 Overprojection means the situation that occurs when a pilots actual credits in a month plus the projected credits for the remainder of the month's block award exceed eighty-five (85) credits per month.
- .02 It shall be the responsibility of Crew Scheduling to ensure that credits that a pilot accrues throughout the month are tracked and recorded on a daily basis. This is an absolutely mandatory function.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-42 OVERPROJECTIONS

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- .03 Any credits accrued that create an overprojection (eg. reassignment, NBG, draft, assignment from reserve, or duty into a day off etc.) shall be resolved as soon as they become apparent by removing a pairing(s) or portion of a pairing within the current bid period.
- .04 Notwithstanding .03 above, the pilot's actual monthly credit hours may exceed eighty-five (85) under the following provision:  
On his last duty period of a month, a pilot may commence and complete said duty period provided that he will/not exceed the maximum of eighty-five (85) hours by more than one-half (1/2) the blocked credit of his duty period.  
However, no pilot will depart his home base with more than eighty-five (85) hours total monthly credits.

8-43 OPEN FLYING

- .01 The Company shall maintain a system that lists all known open flying available for reserve blockholders.
- .02 A reserve blockholder who wishes to be assigned specific duty from open flying will advise Crew Scheduling by 1600 hours the day prior.
- .03 A pilot who makes himself available under the provisions of Section 8-41.13 and whose offer is accepted by the Company will be assigned flight duty or a reserve duty period and will be so advised by crew scheduling by 2000 hours the day prior.
- .04 Open flying will be covered in the following order:  
(i) Pilots whose pairings have been canceled that are subject to reassignment in accordance with Section 8-36 (reassignments)  
(ii) Reserves  
(iii) Drafting under the provisions of Section 8-40 (Drafting)

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-44 SICK LEAVE BOOK-ON

When a pilot has booked off, and subsequently advises Crew Scheduling that he is fit to assume flight duty, he will be returned to his awarded block pairing if he books on prior to 1800 hours the day before the pairing originates. If he books on after 1800 hours Crew Scheduling will have the option of returning the pilot to his original pairing, reassigning him under the provisions of Section 8-36 (REASSIGNMENTS) or assigning him to reserve duty until such time as he can be returned to his original scheduled pairing.

8-45 RETURN TO DUTY

When a pilot is ready to resume flight duty too late to allow him to bid for the next bid period, he will be assigned a reserve block.

8-46 PAIRING TRADES

.01 Pairing trades will be allowed in the following manner:

- (a) Subject to crew planner approval pilots will be allowed to trade pairings or reserve duty periods with other pilots in the same POSITION. Pilots requesting a pairing trade shall do so in writing, signed by both pilots involved. Pairings may only be exchanged for pairings, and reserve duty periods for reserve duty periods, and no interference with either pilots, block or availability may be caused, ie. monthly maximum credit levels, the FU limits and/or the minimum rest periods cannot be compromised.
- (b) Once a pairing is exchanged, it becomes part of the pilot's block, except for pay and credit time limitation purposes. Pilots are credited and paid as per their original awarded block pairing.

8-47 BIDDING PROCEDURES

- .01 The Bid Package will be published no later than noon on the fifteenth (15th) of each month, preceding each bid period.
- .02 The bid closing date shall be not later than 8:00 AM on the twenty-first (21) day of the appropriate month.
- .03 Awarded blocks will be deposited in the pilot mail boxes no later than noon on the twenty-fifth (25) day of the appropriate month.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-47 BIDDING PROCEDURES

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- .04 The bid package shall contain not less than the following:
- (a) An information package
  - (b) Two (2) standard bid sheets, of a design mutually agreed upon between the Company and the Association.
  - (c) The pairing listings
- .05 The information package shall contain' not less than the following:
- (a) The dates of the closing and issue of the awarded blocks.
  - (b) The names and seniority numbers of pilots who require line indoctrination, training or check flight(s) and appropriate credits for the month.
  - (c) The names and seniority numbers of pilots on vacation and leaves of absence.
  - (d) The names of the pilots whose previous block caused an overlap into the next bid period, the overlap credit, day of end of duty, and the time of end of duty.
  - (e) The name of Pilots with draft credits and amount of the credits.
  - (f) A list of all pilots by status at the base eligible to bid; along with their seniority number.
  - (g) A pairing calendar.
- .06 The Pairing listings shall contain not less than the following information:
- (a) Pairing number
  - (b) Pairing frequency showing the day of the month and the effective dates the pairing operates
  - (c) Flight number
  - (d) Local departure time at each station
  - (e) Local arrival time at each station



SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-47 BIDDING PROCEDURES

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- (f) Flight time for each leg
  - (g) Local time at which duty ends
  - (h) Total duty time
  - (i) Pairing total flight time
  - (j) The number of FU's for each pairing
  - (k) Credit guarantees
  - (l) Layover elapsed time
  - (m) Name or identifier of hotel, where possible
  - (n) Name of the transportation company to/from hotel, where possible
  - (o) Scheduled hotel pick-up time, where possible
  - (p) Destination meals and expenses
  - (q) On-Board meals
  - (r) If deadheading, the deadheading flight number(s), local departure time(s), arrival time(s), elapsed time(s) and credit time(s)
- .07 If a pilot does not submit a bid, the SSC will revert to a preferential route bid (PRB), that all pilots are encouraged to submit. The PRB shall indicate the type of flying, days off preferred and other personal preferences. This form will be of a format approved by the SSC and will be kept of file. A pilot may update his PRB at any time.
- .08 If a pilot does not submit a bid and he does not have a PRB on file, the SSC will use their best judgement in awarding flying consistent with his previous months bid. However, if the pilot consistently fails to bid, his flying will be assigned from the remaining pairings.
- .09 No bids shall be accepted after the closing date and time unless extenuating circumstances dictate and only with the approval of the SSC.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

8-47 BIDDING PROCEDURES

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- .10 Telephone bids will not be accepted, unless the pilot is on vacation or leave of absence when the bids are due.
- .11 A pilot who is absent from his home base or on sick leave may arrange to have another pilot submit a bid on his behalf. The name and telephone number of the pilot submitting the bid must be indicated on the bid sheet in the event that the SSC may wish to contact him with respect to the bid.

SECTION 8  
HOURS OF SERVICE, CREDITS AND SCHEDULING RULES

APPENDIX A

- (I) In reference to Section 8-11 (CREDITS) the following will define the credit levels to be used when a pilot is required to taxi an aircraft for a purpose other than flight.

The values listed below will be built into a pilots block when known in advance. In the event a pilot is required to taxi an aircraft and it is not shown in his pairing he will be accrue the following flight credits towards his daily total.

|  | Credit Value |
|--|--------------|
| 1) Taxi between Co. Hanger and Terminal YYC                | .3           |
| 2) Taxi between Hanger and terminal at all other locations | .2           |
| 3) All Maintenance functions                               | .5           |

NOTE

If a pilot is required to taxi an aircraft for repositioning between gates, (2) above will apply. These values above are not subject to NBG.

It is agreed that if Air BC opens a new Base taxi credits will be assigned to this base by mutual agreement between the Company and the Association.

- (II) In reference to Section 8-30.03 (SCHEDULING RULES) a total of forty (40) credits per bid period will be allocated to the pilot blockers during the block building period.

The above credit levels will be changed by mutual agreement between the Company and the Association.

The Company will provide positive space transportation on airBC for all designated SSC blockers when requested.

The Association will determine the composition of the pilot members of the SSC blocking committees and allocate their credits for blockbuilding duties.

The Association will advise the Company in advance where the credit will be allocated.

SECTION 9  
SUPERVISORY/MANAGEMENT PILOT FLYING

9-1 GENERAL

- .01 Supervisory pilots shall be bound by the terms and conditions of the Collective agreement unless otherwise specified herein
- .02 For the purposes of this section, Management pilots will be the following:
- Director of Flight Operations,
  - Manager of Flight Safety
  - Manager of Flight Technical
  - Regional Manager of Flight Ops Alberta
  - Regional Manager of Flight Ops BC
  - Chief Pilot 146
  - Chief Pilot DHC-8
  - Chief Pilot J31\DHC-6
- .03 For the purposes of this section, Supervisory Pilots shall be those pilots holding positions in the Training and Standards Department.
- .04 The restrictions provided hereunder will not-apply when a supervisory pilot/management pilot is performing a maintenance test on an aircraft or when he is carried as an additional crew member for the purpose of performing a proficiency check.
- .05 When acting as a part of an operating crew, supervisory/management pilots shall be limited to, and restricted- by, all duty limitations provided under the provisions of Section 8 (HOURS **OF** SERVICE).
- .06 Nothing in this Agreement shall restrict the Company's right to transfer employees to non-flying or supervisory/management duties with their concurrence, or the right to withdraw employees from non-flying or supervisory/management duties. Line pilots may be transferred to supervisory pilot duties on a monthly basis to conduct training, but shall not evaluate a pilot during an ICF or PPC.
- .07 Supervisory/management pilots returning to line flying shall do so in accordance with Section 5-8 (RETURN TO SERVICE).

SECTION 9  
SUPERVISORY/MANAGEMENT PILOT FLYING

9-2 DISPLACEMENT

A pilot may be displaced from any flight by a supervisory/management pilot, however a pilot has the right to refuse such displacement. Crew Scheduling will endeavor to provide two (2) hours notice of the planned displacement. A displaced pilot shall be credited for flight time limitation purposes for the flight as if it had been flown according to schedule and shall not be subject to reassignment.

9-3 FLYING ALLOTMENT

- .01 A supervisory/management pilot shall be limited to forty-five (45) credit hours per standard month as an operating crew member.
- .02 Supervisory/management pilots may operate a flight which would otherwise be canceled due to the fact that there is no regular line pilot available, however, the limitations of 9-3.01 above still apply.

9-4 SENIORITY

A supervisory/management pilot shall retain and accrue seniority, provided such pilot maintains at-all times an Airline Transport Pilot License or other licenses and/or qualifications required for his status. If the supervisory/management pilot allows these licenses to lapse, he shall have a period not to exceed one (1) year in which to regain such licenses. If he does not regain such licenses within one (1) year, he will cease to accrue seniority from that date. His seniority accrual shall re-commence from the date his licenses are regained.

9-5 SICK OR INJURED

A supervisory/management pilot who becomes sick or injured while on non-flying or supervisory duty shall retain his seniority during such period of sickness or injury, regardless of whether or not he is able to maintain his Airline Transport License and/or other licenses, until he is able to return to flying duty.

SECTION 9  
SUPERVISORY/MANAGEMENT PILOT FLYING

SUPERVISORY/MANAGEMENT FLYING

9-6 STATUTORY HOLIDAYS

Notwithstanding Section 15-1.06 Supervisory Pilots will accrue and be awarded two (2) additional weeks of Vacation per Vacation Year.

9-7 SICK BANK

Notwithstanding Section 18-2.01 (SICK LEAVE ENTITLEMENT) all Supervisory Pilots will alloted thirty (30) days of sick leave per year to a maximum of sixty (60) days. Upon return to service all unused sick days will be converted to credits at a rate of 2.83 credits per day to a maximum banked value of one hundred sixty-eight (168) credits.

9-8 HOURS OF SERVICE

When not acting as part of an operating crew the hours of service and scheduling rules shall be determined by the Company.

## SECTION 10

### PAY

#### 10-1 GENERAL

- .01 Daily Standard Credit is the monthly maximum credit level (eg.85 credits) divided by thirty  $(30)=(2.83$  credits)
- .02 Daily standard pay is calculated by multiplying the daily standard credit by the pilots applicable hourly rate.
- .03 On the fifteenth (15th) of the month the Company will include a monthly pilot gross pay statement and detailed pilot time record with the pilot's monthly statement of earnings and deductions.
- .04 Pilots will be paid as follows:
  - (a) On the thirtieth (30th) of the month:  
Fifty percent (50%) of the pilot's minimum guarantee or monthly salary.
  - (b) On the fifteenth (15th) of the month:  
The total balance, including meal allowance and other expenses, owing from the previous month.If the dates above fall on a holiday or a day when the banks are closed, the pilots shall be paid one full banking day preceding the regular pay day.
- .05 Any pay discrepancies under one hundred (100) dollars will be paid on the next regular pay. Any discrepancies over one hundred (100) dollars will have a separate cheque issued within three (3) business days.

#### 10-2 HOURLY PAY

- .01 Actual pay is calculated by multiplying the credits (as per SECTION 8-10.05 CREDITS)the pilot earns in the month by the hourly rate applicable to his Position.
- .02 A pilot employed for a full month shall receive a minimum guarantee of seventy-five (75.0) credits. The minimum guarantee shall be reduced by two point five (2.5) credits for each calendar day that the pilot did not work because he was on leave of absence without pay, laid off, was suspended, was terminated or had resigned.
- .03 The rates of pay listed in Table 1 are in effect from January 1, 1994.
- .04 Notwithstanding .01 above pilots will be paid a monthly salary during the first 12 months of employment. Effective January 01, 1994 it will be \$2510/mo. Effective January 01, 1995 it will be 2586/mo.

TABLE 1  
RATES OF PAY

| Yr Serv | Jan.1, 94  | <u>146 Captain</u> | Jan 1, 95  |
|---------|------------|--------------------|------------|
|         | per credit |                    | per credit |
| 0-1     |            |                    |            |
| 1-2     |            |                    |            |
| 2-3     |            |                    |            |
| 3-4     |            |                    |            |
| 4-5     |            |                    |            |
| 5-6     | 83.86      |                    | 85.54      |
| 6-7     | 84.70      |                    | 86.40      |
| 7-8     | 85.55      |                    | 87.26      |
| 8-9     | 86.42      |                    | 88.15      |
| 9+      | 87.36      |                    | 89.11      |

| <u>146 First Officer</u> |        |  |        |
|--------------------------|--------|--|--------|
| 0-1                      | Salary |  | Salary |
| 1-2                      | 48.34  |  | 49.31  |
| 2-3                      | 48.83  |  | 49.81  |
| 3-4                      | 49.32  |  | 50.31  |
| 4-5                      | 49.82  |  | 50.82  |
| 5-6                      | 50.31  |  | 51.31  |
| 6-7                      | 50.82  |  | 51.83  |
| 7-8                      | 51.33  |  | 52.35  |
| 8-9                      | 51.85  |  | 52.89  |
| 9+                       | 52.41  |  | 53.46  |

| <u>DHC-8-100,300 Captains</u> |       |  |       |
|-------------------------------|-------|--|-------|
| 0-1                           | 60.91 |  | 62.13 |
| 1-2                           | 62.17 |  | 63.41 |
| 2-3                           | 63.45 |  | 64.72 |
| 3-4                           | 64.75 |  | 66.05 |
| 4-5                           | 66.05 |  | 67.37 |
| 5+                            | 67.00 |  | 68.34 |

| <u>DHC-8-100,300 First Officers</u> |        |  |        |
|-------------------------------------|--------|--|--------|
| 0-1                                 | Salary |  | Salary |
| 1-2                                 | 37.88  |  | 38.64  |
| 2-3                                 | 38.64  |  | 39.41  |
| 3-4                                 | 40.07  |  | 40.87  |
| 4-5                                 | 40.80  |  | 41.62  |
| 5-6                                 | 41.61  |  | 42.44  |



SECTION 10  
PAY

| Yr Serv | Jan.1, 94  | JETSTREAM 31 Captain | Jan 1, 95  |
|---------|------------|----------------------|------------|
|         | per credit |                      | per credit |
| 0-1 yr  | 43.90      |                      | 44.79      |
| 1-2 yr  | 44.70      |                      | 45.59      |
| 2-3 yr  | 45.50      |                      | 46.41      |
| 3-4 yr  | 46.32      |                      | 47.25      |
| 4-5 yr  | 47.45      |                      | 48.40      |

JETSTREAM -31 and DHC-6 First Officers

|        | Salary | Salary |
|--------|--------|--------|
| 0-1    |        |        |
| 1-2 yr | 33.99  | 34.66  |
| 2-3 yr | 34.66  | 35.35  |
| 3-4 yr | 35.35  | 36.05  |
| 4-5 yr | 36.06  | 36.78  |

DHC 6 Float Captain

|            |       |       |
|------------|-------|-------|
| 0-6 month  | 51.67 | 52.70 |
| 7-12 month | 52.72 | 53.77 |
| 1-2 yr     | 53.78 | 54.86 |
| 2-3 yr     | 54.88 | 55.98 |
| 3+ yr      | 56.00 | 57.12 |

- .04 All training Captains with a valid check "B" authority shall receive an additional three hundred (3.00) dollars per month in addition to their regular salary.

10-3 CHANGE IN INCREMENTS

- .01 A pilot who is, or has been, a Captain with the Company shall advance to the next stage of his yearly incremental pay on the anniversary of his Date of Employment with the Company.
- .02 A pilot who after the date of ratification of Agreement 2 upgrades for the first time to Captain status, shall advance to the next stage of his yearly incremental pay on the anniversary date of his Captaincy as established in Section 10-4 below.
- .03 First officers shall advance to the next stage of his yearly incremental pay on the anniversary of his Date of Employment with the Company.

SECTION 10  
PAY

10-4 CHANGE OF EQUIPMENT ASSIGNMENT

- .01 The pay transition date for pilots who have been awarded an equipment assignment vacancy shall be the effective date of the assignment or the date the pilot completes line indoctrination training for the awarded assignment, whichever is sooner.
- .02 The pay transition date for pilots who have been assigned an equipment assignment reduction or displacement shall be the effective date of the assignment or the date the pilot completes line indoctrination training for the awarded assignment, whichever is later.
- .03 For a month in which a pay transition occurs a pilot shall be paid credits prior to the transition date the pay rate of the pilot's old equipment assignment and after the transition date the pay rate the pilot's new equipment assignment.
- .04 For a month in which a pay transition occurs, a pilot on monthly salary, shall receive daily standard pay credits for the entire month. Prior to the transition date the daily standard pay rate shall be that of the pilots old equipment assignment and after the transition date it shall be that of the pilot's new equipment assignment.

10-5 FAILURE TO QUALIFY

If a pilot fails to qualify for his awarded POSITION, he shall remain on, or revert to, daily standard pay as determined in SECTION 10-4 above while his situation is being reviewed.

10-6 BYPASS

- .01 Prior to the effective date of a vacancy, a pilot awarded such vacancy may be entitled to bypass pay in accordance with Section 5-4.03 (POSITION VACANCY AWARDS).
- .02 A pilot who is entitled to bypass pay will be paid the greater of the following:
  - (a) His actual pay for credits accrued or salary for his operating POSITION or,
  - (b) The daily standard pay for his current POSITION or,
  - (c) The daily standard pay for his awarded POSITION where he qualified in place of the junior pilot, except in the case of voluntary bypass as provided for in Section 5-4.03 (POSITION VACANCY AWARDS) and Section 5-5.07 (POSITION REDUCTION AND DISPLACEMENT).

SECTION 10  
PAY

10-7 QUALIFICATION EXPIRED

- .01 A pilot returning from ESLP, or layoff and whose qualifications have expired will be paid, while he, is in training, the daily standard pay for the equipment assignment to which he is assigned.
- .02 A pilot returning from a voluntary leave of absence will be paid, while he is in training, the daily standard pay for the equipment from which he left.

10-8 VACATION

- .01 For each week of vacation, a pilot shall receive seven (7) **times** the daily standard pay or two (2) percent of the previous years earnings, whichever is greater.

10-9 LAYOFF

- .01 If a pilot is furloughed or leaves the service of the Company, he shall be paid for all vacation earned and/or accrued-under 10-8 (VACATION).

NOTE

Earned vacation is defined as vacation time accumulated during the previous calendar year but not taken in accordance with vacation scheduled. Accrued vacation is defined as vacation **time being accumulated each month during the current calendar year.**

10-10 RECALL

- .01 If the Company cancels a binding recall, the pilot shall receive **ninety (90)** days pay at the daily standard pay for the equipment assignment to which he was recalled.
- .02 If the Company lays off a pilot within ninety (90) days after the actual reporting date, the pilot shall receive a minimum of ninety (90) days pay, starting with his reporting date at the daily standard pay for his current equipment assignment.

10-11 RETROACTIVE PAYMENT

- .01 All pilots shall receive retroactive pay equal to two percent (2%) of their gross pay for 1993.
- .02 All pilots will receive retroactive pay equal to the difference between their current salary and applicable hourly rates (Table 1 above) multiplied by 80 for all the months in 1994 prior March 1,1994.
- .03 On April 30th 1994 each pilot will receive a separate cheque for **retroactive payment as per .01** and .02 above.
- .04 All pilots will be paid the applicable hourly rates (Table 1 above multiplied by 80 from March 1, 1994 to June 1, 1994.

SECTION 11  
ACCOMMODATION

11-1 Crew Rest Facilities

- . 01 A pilot away from home base while on flight duty, deadheading, training, or other authorized Company business, will be provided with single room accommodation at Company expense in accordance with the provisions of this Section, and will be allowed reasonable receipted expenses for laundry and dry cleaning after five (5) days away from home base .
- . 02 The Company will agree to discuss the requirement for adequate crew room facilities.
- . 03 When establishing hotel accommodation at new layover points or changing existing accommodation, the Company shall consult with the Meals and Accommodations Committee (MAC).
- . 04 Accommodation will be provided at designated Long Lay-over Hotel when the scheduled rest period is in excess of twelve (12) hours provided that it does not increase the cost to the Company. Long Lay-over hotels will be determined by mutual agreement between the Company and the MAC.

NOTE:

If due to operational delays, the rest period is reduced to less than twelve (12) hours the pilot may be required to layover at an Airport Hotel.
- . 05 For scheduled breaks exceeding five (5) hours from ramp arrival to scheduled departure, that occur in the same duty period, individual day rooms within reasonable proximity to the airport will be provided where available.
- . 06 When any significant substantiated deterioration of accommodation is reported in writing by the MAC, the Company shall, within seven (7) days, investigate the situation and take appropriate action.
- . 07 A hotel gratuity allowance of \$2.20 per layover will be paid to each pilot commencing the first day of the month following ratification.

SECTION 12  
MEALS

12-1 MEAL ALLOWANCE GENERAL

- .01 All airBC pilots, including Harbour pilots, on flight duty, deadheading or any other authorized Company business, will be paid the following meal allowances, subject to the provisions of this section. Where expenses are incurred in the United States of America allowances shall be **paid in U.S. dollars.**
- .02 Meal allowances listed below shall be in effect July 1, 1993 and shall be increased by three (3) -percent on January 1, 1995 The rates are GST inclusive.

TABLE 1

|           | CANADA      | USA         |
|-----------|-------------|-------------|
|           | Cdn \$      | us \$       |
| Breakfast | 9.92        | 9.92        |
| Lunch     | 11.02       | 11.02       |
| Dinner    | 18.74       | 18.74       |
| SNACK     | <u>3.30</u> | <u>3.30</u> |
| Total     | \$42.98     | \$42.98     |

NOTE:

The above allowances shall apply to all stations except those locations where increased rates have been determined by the Mutual Agreement.

- .03 Allowances will be paid in advance, when possible. It is recognized that the Company has paid a cash advance to some pilots. Pilots will be reimbursed in accordance with Section 10-1.04b (PAY).

12-2 SINGLE DAY PAIRINGS

- .01 Pilots on duty for a single day pairing (or any other duty where the pilot's check-in and check-out for the duty period are at home base), will receive the appropriate meal allowance (refer Table 1) in accordance with the following schedule:

| <u>Length of the Duty Period</u> | <u>Meals</u>            |
|----------------------------------|-------------------------|
| i) 4 to 6:59 hours:              | 1 full meal             |
| ii) 7 to 09:59 hours:            | 1 full meal and 1 snack |
| iii) Over 10 hours:              | 2 full meals            |

NOTE:

To determine for which meal allowances will be paid, the following will apply:

In the application of i) and ii) above, when the check-out time at home base is prior to 16:00(L) then the lunch allowance will be paid. When the check-out time at home base is 16:00(L) or later then the Dinner allowance will be paid. In the application of iii) above one(1) Lunch and one(1) Dinner allowance will be paid.

SECTION 12  
MEALS

12-3 MULTI-DAY PAIRINGS

- .01 Pilots on duty for multi-day pairings, (or any other duty where the rest period is not at home base) will receive the appropriate meal allowance (refer Table 1) in accordance with the following.

| FIRST DAY                          |                                       |
|------------------------------------|---------------------------------------|
| <u>CHECK-IN TIME AT HOME BASE</u>  | <u>ALLOWANCE PAID (refer Table 1)</u> |
| prior to 16:00(L)                  | Lunch, Dinner, Snack                  |
| 16:00(L) or later                  | Dinner, Snack                         |
| MIDDLE DAY(S)                      |                                       |
|                                    | <u>ALLOWANCE PAID (refer Table 1)</u> |
|                                    | Breakfast, Lunch, Dinner, Snack       |
| LAST DAY                           |                                       |
| <u>CHECK-OUT TIME AT HOME BASE</u> | <u>ALLOWANCE PAID (refer Table 1)</u> |
| Prior to 10:00(L)                  | Breakfast                             |
| 10:00(L) to 15:59(L)               | Breakfast, Lunch                      |
| 16:00(L) to 22:00(L)               | Breakfast, Lunch, Dinner              |
| after 22:00                        | Breakfast, Lunch,-Dinner, Snack       |

12-4 INFLIGHT

- .01 For every four(4) hours of duty, where a pilot does not have an opportunity to purchase a meal, the company will provide a snack. The composition of the snack shall be no less than that which is boarded for passengers. Forty five (45) minutes will be considered the minimum break necessary to purchase a meal.
- .02 A fruit tray will be boarded for each crew whose duty period exceeds four(4) hours.

SECTION 13  
EXPENSES

13-1 TRANSPORTATION

- .01 When away from home base, transportation as required will be provided at Company expense .
- .02 When transportation does not leave within thirty (30) minutes [fifteen (15) minutes if minimum crew rest is being compromised] after pilots' arrival at the pick-up point, at the Captains discretion the pilots may use any other reasonable means of transportation to the hotel and/or Company parking facility, and may claim reimbursement for expenses for such transportation.
- .03 Pilots required to use their own transportation for Company business shall be reimbursed by the Company at the rate of twenty six (26) cents per kilometre, otherwise the Company will pay for the most suitable means of transportation. However, in no case will this clause apply to employee transportation from residence to or from assigned base.
- .04 Pilots and their immediate dependants shall be permitted pass privileges according to the prevailing Company-Pass Manual.
- .05 In case of emergency within the Company's operating area, the Company shall provide free transportation to pilots and dependants on Company aircraft to the nearest regional or district medical center or in extreme conditions to the nearest medical, practitioner.
- .06 The Company will provide free transportation, positive space basis, on Company scheduled routes to any pilot requiring transportation for compassionate reasons, pursuant to the Company Pass Manual.
- .07 The Company will provide parking facilities for a pilot at his base while away from his base in the performance of his normal duties.

SECTION 13  
EXPENSES

13-2 BAGGAGE LOSS

- .01 The Company will pay claims to any pilot who, during the course of their duty, suffers loss of damage to baggage or personal effects.
- .02 The Company shall retain the sole and exclusive right to assess each claim on the basis of its own merits, and to determine appropriate re-imbusement which it considers reasonable under the circumstances.
- .03 When it is evident that a pilot's baggage has not arrived at layover point for any reason beyond the reasonable control of the pilot, a claim for any reasonable expenses required for the layover shall be permitted. An expense claim with supporting receipts must be submitted to account for any expenses incurred.



SECTION 14  
UNIFORMS

14-1 GENERAL

- .01 Uniforms will be maintained according to standards prescribed by the Company.
- .02 The Company and the Association shall provide an equal number of members to a Uniforms Standards Committee. The recommendations of the Committee shall be considered by the Company before making any changes in the supplier, style, color or material of the uniform.

14-2 SUPPLY AND ENTITLEMENT

- .01 The Company and the Pilots will each pay fifty (50%) percent of the cost of all uniforms. The supply shall consist of

(a) Initially:

- (i) Six (6) shirts/blouses
- (ii) Two (2) pairs of trousers
- (iii) One (1) jacket
- (iv) One (1) hat
- One (1) belt
- (vi) Two (2) ties
- (vii) One (1) raincoat or one (1) topcoat
- (viii) One (1) parka, and/or one (1) floater coat
- (ix) One (1) suitcase

(b) Once every eight (8) months:

- (i) One (1) pair of trousers

(c) Once every year:

- (i) Four (4) shirts/blouses
- (ii) One (1) jacket
- (iii) Two (2) ties

(d) Once every three (3) years:

- One (1) hat
- (ii) One (1) belt
- (iii) One (1) raincoat or one (1) topcoat
- (iv) One (1) floater coat and/or one (1) parka
- (v) One (1) suitcase

NOTE:

Floater coat entitlement will only apply to harbour pilots. Should said pilots change position they will be entitled to a parka under 14-2 (d) (iv).

- .02 The Company will supply or assume the cost of buttons, braid, badges insignia and hats, as prescribed by the Company.

SECTION 14  
UNIFORMS

14-2 SUPPLY AND ENTITLEMENT  
(cont'd)

- .03 Additional specific uniform items required for female pilots will be as agreed to by the Company and the Association and will be supplied by the Company.

Note

None of the above provisions will exclude the issue, at Company expense, of special clothing for particular operations.

- .04 The pilot's share of the uniform costs will be handled by a monthly payroll deduction of twenty-five (\$25.00) dollars. Additional items in excess of the entitlement listed above may be purchased by the pilot at cost, through a monthly payroll deduction of twenty five dollars (\$25.00). When a pilot has paid for his portion, no further deductions will be made until additional uniform items are purchased.
- .05 Entitlement of uniform items will accrue from year to year if unused.
- .06 Appropriate personal headsets shall be provided and maintained for all pilots at company expense.
- .07 A monthly uniform maintenance expense shall be paid to all pilots. This allowance shall be \$30.00. Effective the first day of the month following ratification of agreement # 2 this allowance will increase to \$38.00.

SECTION 15  
VACATION AND GENERAL HOLIDAYS

15-1 ENTITLEMENT

- .01 A pilot, who by January 30th of the vacation year will have had an employee relationship with the Company of less than three (3) years, (since the date of employment), shall be granted in that vacation year one (1) calendar day of vacation with pay for each twenty-six (26) calendar days of service or major portion thereof during the preceding vacation year up to a maximum of fourteen (14) calendar days of vacation.
- .02 A pilot, who by January 30th of the vacation year will have had an employee relationship with the Company of three (3) years, but less than six (6) years, (since the date of employment), shall be granted in that vacation year one (1) calendar day of vacation with pay for each seventeen and one-third (17 1/3) calendar days of service or major portion thereof during the preceding vacation year up to a maximum of twenty-one (21) calendar days of vacation.
- .03 A pilot, who by January 30th of the vacation year will have had an employee relationship with the Company of six (6) years, but less than ten (10) years, (since the date of employment), shall be granted in that vacation year one (1) calendar day of vacation with pay for each thirteen (13) calendar days of service or major portion thereof during the preceding vacation year up to a maximum of twenty-eight (28) calendar days of vacation.
- .04 A pilot, who by January 30th of the vacation year will have had an employee relationship with the Company of ten (10) or more years, (since the date of employment), shall be granted in that vacation year one (1) calendar day of vacation with pay for each ten and two-fifths (10 2/5) calendar days of service or major portion thereof during the preceding vacation year up to a maximum of thirty-five (35) calendar days of vacation.
- .05 Pilots shall be granted the following ten (10) statutory holidays:

|                 |                    |
|-----------------|--------------------|
| New Year's Day  | Labour Day         |
| Good Friday     | Victoria Day       |
| Remembrance Day | Canada Day         |
| Christmas Day   | Provincial Holiday |
| Boxing Day      |                    |

SECTION 15  
VACATION AND GENERAL HOLIDAYS

15-1 ENTITLEMENT  
(cont'd)

- .06 Pilots shall receive a credit of forty (40) credit hours per year in lieu of statutory holidays. Paid time off for 'statutory holidays shall be bid in-conjunction with annual vacation. Five (5) Stat days (20 credits), will be awarded in conjunction with two days off to provide a week of vacation. These five (5) Stats plus two (2) days off will also be subject to the provisions of Sec 8-32.13.
- .07 Stat credits will not be paid out in cash and cannot be accumulated from year to year.
- .08 After Stats have been awarded as annual vacation a pilot may request an individual Stat day (4 credits), be taken from his vacation and used toward his monthly parameter. This may be done either prior to or after the Blocks have been awarded. When Stats are used in this manner the following will apply. The pilot's vacation week must contain three (3) or more Stat days for the provisions of 15-1.06 (2 days off in conjunction) and 8-32.13 to apply.
- .09 Statutory holidays will be prorated on the basis of one (1) general holiday for each thirty-six point five (36.5) days of service or major portion thereof during the preceding vacation year.

15-2 POSTING AND AWARDS

- .01 The number of vacations allocated each month is established by the Company. A minimum of one twelfth (1/12th) of the total yearly vacation (including Stats) earned per position, will be available for bid each month, this will in no case be less than four weeks per month per position. If, after the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacations granted during any given month will be made, by mutual agreement between the Company and the Association.
- .02 Vacation awards shall be determined in accordance with the following schedules:
  - (a) On August 15 of each year the Company shall post a vacation calendar at each base for bidding purposes;
  - (b) Pilots shall have until October 15 to register their vacation preferences;

SECTION 15  
VACATION AND GENERAL HOLIDAYS

15-2 POSTING AND AWARDS

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- (c) By November 15 vacation awards will be posted at each base for the following vacation year.
- .03 Vacation Bid Sheets will be distributed to all pilots by August 15 each year.
- .04 Pilots who do not submit a vacation bid by October 15 shall have their vacation assigned by the Company.
- .05 Pilots shall be awarded vacation in order of seniority in their current POSITION. In the event that he is awaiting training to an awarded POSITION the pilot will be awarded vacation in order of seniority in the awarded POSITION.
- .06 All vacation periods will commence at 0001 and end at 2359 (local time).
- .07 The vacation year will commence January 31 and end January 30 of the following year.
- .08 Any pilot whose scheduled return to home base on his last duty period prior to a vacation period is delayed beyond 0300 on the first vacation day, shall be granted an additional day off following the end of that vacation period.
- .09 All pilots shall have the option of splitting their entitlement, subject to the following:
- (a) No vacation period, when bid shall be less than seven (7) days in length.
- (b) The preference for each vacation period shall be in order of seniority subject to the restrictions noted in .10 and .11 below.
- .10 July 1st to August 31st and the last two (2) weeks in December are considered to be preferential times for vacation. A pilot will be awarded time off in only one of the preferential periods, with such portion limited to a maximum of twenty-one (21) days, including statutory holidays taken. These twenty-one days need not be consecutive.

NOTE

Should preferential vacation days be left available after all periods have been awarded, the excess will be made available to all pilots in order of seniority.

SECTION 15  
VACATION AND GENERAL HOLIDAYS

15-2 POSTING AND AWARDS

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- .11 A pilot bidding his vacation may only exercise his seniority for the first 3 splits he requests. Any subsequent splits will be awarded after the remaining pilots have been awarded vacation.
- .12 By mutual agreement the Association will award the annual pilot vacation allotment. The Company will have the option of reviewing the awards prior to posting.

15-3 VACATION REASSIGNMENT

- .01 A pilot who moves into a higher rated equipment assignment or who voluntarily bids a base change and has not taken his vacation(s) shall relinquish his previously awarded vacation(s) on the date he commences training and will bid for available vacation(s) among the pilots in his new POSITION.

NOTE

A pilot whose training is interrupted or canceled for any reason and who returns to his previous POSITION shall have the option of either being awarded his previously relinquished vacation or re-bidding for another available vacation assignment.

- .02 A pilot who is displaced to a lower rated equipment assignment or who is involuntarily assigned a base change and has not taken his vacation(s) shall retain his previously awarded vacation(s).
- .03 Pilots transferring to a new base, after vacations have been awarded, shall not be allowed to disrupt the awarded vacations.
- .04 In the event that the Company determines that additional vacation periods are available during the vacation- year, a pilot may indicate his desire to change his vacation award. A pilot may express such vacation reassignment preference by submitting a vacation reassignment bid at any time after the initial awards. Known available vacation periods shall be awarded in accordance with seniority.

SECTION 15  
VACATION AND GENERAL HOLIDAYS

15-3 VACATION REASSIGNMENT

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.06 Vacation reassignments will be awarded no less than thirty (30) days prior to each bid period.

Note

The above thirty (30) day notice may be waived at the pilots discretion.

15-4 EXCHANGE

Subject to Company approval pilots in the same POSITION may mutually exchange vacation periods provided they obtain and present to the Company and the Association the written consent of all pilots between their two seniorities in the same POSITION.

15-5 MISCELLANEOUS

Vacations shall not be cumulative and shall be taken during the year following that in which accrued unless exceptional circumstances warrant otherwise and prior arrangements, confirmed in writing, are agreed to between the pilot, the Company, and the Association.

15-6 VACATION CREDITS

A pilot while on vacation shall receive the daily standard credit of (2.83) x the number of days of vacation up to a maximum of 28 days per month (28 x 2.83 = 79.2 per month).

SECTION 16  
LEAVES OF ABSENCE

This Section refers to a Leave of Absence requested by a pilot which is not related to sickness or injury.

16-1 UNPAID LEAVE

- .01 A pilot may request and may be granted, at the Company's discretion, a Leave of Absence of up to (1826) days, without loss of seniority. Such pilots may maintain benefits, for the first seven hundred thirty (730) days, by payment of the Company's and the employee's portion of the applicable premiums, subject to the terms and conditions of the applicable Plans and/or Policies. Such payments may be by post dated cheque.
- .02 Any pilot on leave of absence in excess of a three (3) uninterrupted years will be required to serve a 3 month probationary period upon return to service. A pilot returning from leave of absence shall have successfully completed the Transport Canada Instrument Rating written examination, if required so as to be eligible for an instrument rating flight test.
- .03 For the first (180) one hundred and eighty days of a Leave of Absence seniority will accrue in all aspects including for pay and vacation purposes. For the period of Leave between (181) days and (1826) days seniority will cease to accrue for pay and vacation purposes.
- .04 A pilot may request and may be granted's Leave of Absence of over five (5) years but the pilots seniority will not normally continue to accrue after the eighteen hundred and twenty-sixth (1826) day.
- .05 In special circumstances, a pilot may be granted an extended Leave of Absence and retain and continue to accrue seniority upon mutual agreement between the Company and the Association.
- .06 A pilot may exercise his bidding rights while on Leave of Absence, but if he is a successful bidder he must return from leave for training on the date specified by the Company.
- .07 The Company will give serious consideration to all requests for Leaves of Absence.
- .08 Travel privileges by pilots on Leave of Absence shall receive secondary consideration and shall be limited to two passes per month for immediate family only.



SECTION 16  
LEAVES OF ABSENCE

16-1 UNPAID LEAVE

(cont'd)

- .09 Maternity Leave shall be granted. subject to MOT licensing requirements and shall terminate no later than 17 weeks after the actual confinement date except that:
- (a) On receipt of a written request from the pilot the Leave of Absence may be terminated at an earlier date, and:
  - (b) Where the request termination date is less than six (6) weeks after the actual date of confinement, the employee must submit a medical certificate to certify that the resumption of duties will not endanger her health.
- .10 A pilot returning to flight duty after Maternity Leave shall provide a certificate from her medical advisor stating that she is fit for flight duties in all respects.
- .11 Adoption Leave shall be granted for a period of time in accordance with the following rules:
- (a) The pilot will give as much advance notice of planned adoption as possible, showing proof of the-facts from the applicable Agency, and in particular the expected date of reception of the child;
  - (b) Where two adoptive parents (who do not hold the same equipment at the same base) request a Leave of Absence for the same adoption, both shall be granted the Leave of Absence by right. In the event both adoptive parents hold the same equipment at the same base, the first parent shall be granted the Leave by right, and the second parent will be granted the Leave of Absence at the option of the company.
- .12 Child Care Leave shall be granted up to a maximum of twenty four (24) weeks upon request by an employee with more than six (6) months seniority in accordance with the following rule:
- (a) The pilot must provide the Company with written notice at least four (4) weeks prior to the commencement of leave and advise the Company in writing of the intended length of leave.
- .13 A pilot on Leave of Absence shall not, without prior written permission from the Company and the Association, engage in aviation employment.

SECTION 16  
LEAVES OF ABSENCE

16-1 UNPAID LEAVE

(cont'd)

- .14 In the event of a national emergency, a pilot volunteering with Company consent, or ordered to extended military service, shall continue to accrue seniority in all aspects.
- .15 In the event of a reduction in system POSITIONS, pilots shall be laid off in reverse order of seniority; In order to restrict the number of layoffs, the Company will offer, where applicable, leaves of absence of up to thirty-six (36) months in specific POSITION assignments on the basis of seniority. In such case the following will apply:
- (a) Such pilots shall continue to accrue seniority in accordance with section 16-1.02 above (UNPAID LEAVE).
  - (b) Pass and reduced rate privileges on AirBC Ltd. will be in accordance with Company policy.
  - (c) Pilots returning from such Leaves of Absence will be subject to 16-2 (RETURN TO SERVICE).
- .16 Leaves of Absence may be granted in conjunction with awarded vacation under the provisions of Section 15-1 (VACATION AND GENERAL HOLIDAYS-ENTITLEMENT).

16-2 RETURN TO SERVICE

- .01 A pilot returning from a Leave of Absence shall exercise his seniority in accordance with Section 5-8 (FILLING OF ASSIGNMENTS-RETURN TO SERVICE). If training is required, the pilot will receive training pay in accordance with Section 10-7 (PAY-QUALIFICATION EXPIRED). If required to relocate, the pilot will be entitled to such moving and expense benefits as he would have been entitled to had he transferred when not on leave.
- .02 A pilot granted a Leave of Absence for a specified period of time may return to work before the approved date only with the written approval of the Company and the Association.

16-3 PAID LEAVE

- .01 A pilot required to perform jury duty, appear for jury duty, or appear as a subpoenaed witness (provided this is not for personal interest), shall retain and continue to accrue seniority and service for pay purposes during such absence. Compensation at his current salary will be paid by the Company, provided, however, that all monies received from the court for such service, excluding payment for meals, lodging, transportation, and parking, shall be turned over to the Company.

SECTION 16  
LEAVES OF ABSENCE

16-3 PAID LEAVE  
(cont'd)

- .02 Bereavement Leave: Within the seven (7) days following a death in his immediate family, a pilot shall be entitled to a bereavement leave of up to five (5) days duration. A maximum of three (3) days of the above five (5) days shall be with pay, provided the circumstances exist which necessitate his absence from work. Immediate family shall be defined to include wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents. Additional Leave without pay will be granted on the request of the employee subject to the requirements of service.
- .03 A pilot may be granted a Leave of Absence with pay for compassionate reasons or for other reasons deemed to be valid by the Company. The duration of such leave shall be-at the discretion of the Director, Flight Operations.
- .04 A pilot granted a Leave of Absence in .01, .02, or .03, above will be paid as per his regular scheduled duty;

SECTION 17  
PHYSICAL EXAMINATIONS

17-1 GENERAL

- .01 Except for the initial medical examination for newly hired pilots, the medical standards for physical examinations shall be no more restrictive than those standards set forth in the Transport Canada regulations as being required to maintain an Airline Transport Pilot License, including any waiver policies adopted by Transport Canada.
  
- .02 The Company may, at its own expense, request a Pilot to complete a medical examination with a Company approved Aviation Medical Examiner of the pilots choice, if the Company has reason to believe the Pilot's health or physical condition is impaired, in which case the Pilot shall be furnished with a copy of the medical examiner's report. If the Company removes a pilot for suspected medical reasons, the pilot shall be credited as per Section 8-18, HELD OUT OF SERVICE, until such time as a medical report is received. If it is determined that the pilot's health or physical condition was impaired, then the pilot's sick bank will be deducted for the time lost.

17-2 MEDICAL EXAMINERS

A list of Aviation Medical Examiners who may be used for the purpose of licensing pilots shall be approved by the Company. The Company shall approve at least one (1) Medical Examiner for each fifty (50) pilots in a particular pilot base. This list of Medical Examiners will be subject to annual review.

17-3 FEES

The costs of all physical examinations, inoculations and other medical expenses incurred by a pilot to maintain his license(s) shall be borne by the Company.

17-4 RECORDS

Any information obtained by, or as a result of, a physical examination shall be strictly confidential between the Aviation Medical Examiner and the pilot and shall not be divulged to any other person without the written permission of the pilot.

17-5 MEDICAL EXAMINATIONS

A pilot who fails the required Transport Canada physical examination or a Company required physical examination may, at his option have a review of his case in the following manner:

SECTION 17  
PHYSICAL EXAMINATIONS

17-5 MEDICAL EXAMINATIONS  
(cont'd)

- .01 The pilot will choose a qualified Aviation Medical Examiner to carry out a physical examination for the same purpose as the physical examination that was originally conducted.
- .02 Should both Medical Examiners agree on the findings of the failure, any further review of the case will be afforded in accordance with the provisions of the applicable disability plan(s).
- .03 In the event that the findings of the Aviation Medical Examiner chosen by the pilot disagree with the findings of the original Medical Examiner, the Company will, at the written request of the pilot, ask that the two Medical Examiners agree upon and jointly appoint a third qualified and disinterested Aviation Medical Examiner or specialist for the purpose of further evaluating the pilot's fitness to meet Transport Canada medical standards.
- .04 The said disinterested Aviation Medical Examiner, after soliciting whatever other specialist opinions are necessary, shall complete a further evaluation of the pilot in question. If the disinterested Aviation Medical Examiner concludes that the pilot is not fit, the pilot will be eligible for disability benefits. If the disinterested Medical Examiner concludes that the pilot is fit, the Medical examiner originally chosen by the pilot will \*submit the case for licensing to Transport Canada at the expense of the Company.
- .05 It is specifically agreed that the findings of the Medical Examiners herein shall be unbiased. 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.
- .06 The expenses of employing the additional Medical Examiners or specialists referred to in this Subsection shall be shared equally by the pilot and the Company.
- .07 Notwithstanding the foregoing, where the findings of the above medical review procedure differ from those of the Civil Aviation Medical Review Board, the findings of the Board shall prevail.

SECTION 18  
SICK LEAVE

18-1 GENERAL

Sick leave shall mean the period during which a pilot is unable to report for duty as a result of illness or injury. During such period the pilot will receive credit hours in accordance with Section 8-16 (CREDITS-SICK LEAVE).

18-2 ENTITLEMENT

- . 01 On January 1st of each year, all pilots employed with the Company shall be entitled to and be credited with eighty-four (84) credit hours of paid sick leave to a maximum of one hundred, sixty-eight (168) credits. Pilots employed after January 1st shall be entitled to seven (7) credit hours of sick leave for each full month remaining in the year.
- . 02 All normal benefits and entitlements will continue to accrue while off on sick leave, until such time as the pilot goes on Mutual Aid.

18-3 APPLICATION

- . 01 When a pilot books off sick, his sick leave bank will be deducted as described in Section 8-16 (CREDITS-SICK LEAVE).
- . 02 After thirty (30) days on Sick Leave for the same illness or injury, the pilot will commence receiving benefits from the Short Term Disability Plan subject to the provisions of the waiting period of that Plan.
- . 03 A pilot may be required to provide a doctors certificate for any period of illness or injury of three (3) consecutive days or more for which sick benefits are paid.

SECTION 18  
SICK LEAVE

18-4 OCCUPATIONAL

- .01 In recognition of the medical licensing required for pilots, the following conditions will apply:
- (a) A pilot who becomes ill or injured during a trip period shall receive appropriate medical treatment as provided by the Company health care plan. Any medical expenses in excess of the benefit of the applicable plan shall be borne by the Company. Unless restricted from travel by a Medical Practitioner, such pilot shall be returned by the Company to his base. In the instance where the pilot's base is not his domicile he shall be returned to his domicile if no extra cost is incurred.
  - (b) A pilot who is unable to report for duty due to an occupational injury or illness will be entitled to receive Sick Leave Benefits in accordance with this Section. Any payments received by the pilot from the Workers Compensation Board for such occupational injury or illness will be endorsed to the Company.
  - (c) When out of country, a pilot, who is injured while performing duties to expedite Company Services, safeguarding Company equipment, and/or becomes ill due to the living and health conditions peculiar to a country in which he performed service, shall continue to receive full pay benefits and will not have his sick leave credits reduced during the period of recuperation from such injury or illness. This provision shall apply to recurrences of disabilities resulting from the original injury or illness as long as the pilot is an employee of the Company.

18-5 RETURN TO DUTY FROM SICK LEAVE

When a pilot has booked off, and subsequently advises Crew Scheduling that he is fit to assume flight duty, he will be returned to his awarded block pairing if he books on prior to 1800 hours the day before the pairing originates. If he books on after 1800 hours Crew Scheduling will have the option of returning the pilot to his original pairing, reassigning him under the provisions of Section 8-36 (REASSIGNMENTS) or assigning him to reserve duty until such time as he can be returned to his original scheduled pairing.

SECTION 18  
SICK LEAVE

18-6 SENIORITY

A pilot who is on sick leave, or loses his license due to medical reasons, shall continue to accrue seniority and shall not have his name removed from the pilot system seniority list.

Note:

The intent of the above is not to supersede the Company's right to apply the provisions of Section 4-4(ii) (SENIORITY).



SECTION 19  
MISSING AND INTERNMENT

19-1 MISSING/HIJACKING/INTERNMENT/HOSTAGE OR PRISONER OF WAR

- .01 No pilot will be forced by the Company to operate into any area excluded from coverage under the Company's Insurance Policy.
- .02 Any pilot who, while engaged in the Company's operations, is interned, captured, held as hostage or as a prisoner of war, shall be maintained at full pay for 'his current equipment assignment until he is able to resume work, his death is established in fact or his death is reasonably presumed to have occurred.
- .03 With reasonable presumption of death the Company shall cause to be paid death benefits provided for in this Agreement to the pilot's designated beneficiaries.
- .04 As an alternative to paying wages as provided for in .02 above, the Company may pay the difference between the amount of such salary and the amount of any compensation provided by other parties as a result of a law with respect to persons interned, captured, held as prisoners or hostage of war or missing as a result of an act of war.
- .05 Benefit Assignments: The monthly wages allowable under .02 above shall be credited to the pilot and shall be disbursed by the Company in accordance with written directions from him. 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 hereinafter set forth. The Company shall as soon as practicable, request all pilots now employed to execute and deliver to the Company such a written direction. The direction referred to shall be in substantially the form as outlined on page 19-2 of (MISSING AND INTERNMENT).
- .06 Any payments due to the pilot under this Section, 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 pilots' name. In the event of reasonable presumption of a pilot's death, all monies shall be paid to the legal representative of his estate.