

COLLECTIVE LABOUR UNION AGREEMENT

[Crew members]

BETWEEN:



AIR INUIT LTD.

547 Meloche
Dorval, Qc
H9P 2W2

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:-



TEAMSTERS QUEBEC, LOCAL 1999,

9393 rue Edison
Suite 100
Ville d'Anjou, Québec
H1J 1T4

(hereinafter referred to as the "Union")

OF THE SECOND PART

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PREAMBLE

With Air Inuit Ltd., the Inuit community of Nunavik created a crucial instrument for economic participation and growth. Given the collective nature of the Company, such economic and social development must respond to the needs of the Inuit community of Nunavik as well as the employees of Air Inuit. It is critical to the project that the economic viability of the enterprise ensure durable and stable development, development of a kind that assists in the production of better quality of life for all participants, realized in a climate of mutual participation and communication.

Air Inuit's 'Policy and Procedures Manual for Air Inuit Personnel' establishes policies and procedures that apply to all Air Inuit employees. These policies and procedures are not intended to conflict in any way with applicable legislation or collective agreements both of which will take precedence in the event of contrary interpretations or applications.

It is understood that the Company and the Union will cooperate to ensure efficient realization of the Company's operations, to maintain harmonious relations between the Company and the Crew member group such that methods which permit a positive resolution to differences which might arise between them. With these objectives in mind the parties agree as follows:

SECTION 1 JURISDICTION AND SCOPE OF THE AGREEMENT

1.01 According to the certificate of union recognition issued by the Canada Labour Relations Board, the Company recognizes the Union as the sole bargaining agent for the purpose of negotiating working conditions for the Crew members, as hereinafter defined;

1.02 a) i) All fixed-wing aircraft operated by Air Inuit Ltd. of any nature, that is, passengers or cargo, including extra-section flights, charter flights, ferry flights, positioning flights and all other flights for which the Company is the carrier, and all flights listed in a published flight schedule, either with aircraft owned by Air Inuit Ltd. or dry leased, shall be operated by the Crew members whose names appear on the seniority list of Air Inuit Ltd. Crew members. All these flights shall be considered as work belonging to the bargaining unit for which the Union is certified as bargaining agent.

However, in the event that no qualified personnel is available among the Crew members, the Company reserves the right to recruit qualified personnel from outside the bargaining unit on a contractual basis, in this case, the contract will not exceed five (5) consecutive months.

The Company shall pay directly to the Union an equivalent of union dues (Level 1) for Crew members engaged on a contractual basis.

ii) Any new operational project out of Nunavik or Montreal will be subject to a feasibility study involving both parties in order to evaluate the project, the routes, the equipment, the context; and to determine if the new project will be on a rotational or non-rotational basis etc. It is acknowledged that both parties will aim to apply the provisions of the collective agreement as much as possible.

b) Notwithstanding the above, the Company may:

i) Wet lease one aircraft or more on a temporary basis, provided that such leases are necessary because of circumstances beyond the Company's control, (such as bad weather, mechanical failure, acts of God), or to develop new services, provided however that such leases do not exceed thirty (30) days or such longer period with the consent of the Union;

- ii) On an occasional and irregular basis, subcontract a flight, including a charter flight, or any portion thereof to another carrier;
- iii) Subcontract to another carrier certain flights for which the Company does not have the Equipment, provided that Crew members are not laid off as a result and that such subcontracts are granted for a limited period of time. In such case, the Company and the Union shall meet to discuss the applicable conditions.
- iv) Notwithstanding article 1.02 b) I), the Union agrees that the Company may Wet Lease aircraft for a period exceeding thirty (30) days, to provide service to hunting and fishing camps during the summer period.

1.03 The Union recognizes that the Company has the exclusive right to direct and manage its company, its activities, business resources and employees, subject to the provisions of this Collective Agreement.

1.04 Air Inuit Ltd., a wholly-owned subsidiary of Makivik Corporation which was created by Special Act of the National Assembly pursuant to the James Bay and Northern Quebec Agreement (the "JBNQA") and actively encourages the employment of Nunavik's residents wherever possible in accordance with the spirit and intent of the JBNQA: priority will be given to the employment of qualified Inuit beneficiaries of the Nunavik region. However, the Company will not employ or continue to employ any person because they are member of a designated group. Employment shall always be on the basis that the individual is, or is capable of becoming a productive and contributive member of the Company.

1.05 Neither the Company nor the Union shall discriminate, in any way against any Crew member because of race, religion, sexual orientation, beliefs, colour, nationality or union allegiance or non-allegiance. However, it is the Company's and the Union's mutual objective to favour and promote the employment of Inuit Crew members.

- 1.06 The parties agree that all flights operated by the Company according to the contract or any similar contract between the Company and Hydro-Quebec, or any similar contract, will not be considered as flights operated by the Company covered by the present collective agreement. Moreover, both parties agree that any aircraft operated by the Company to fulfill a specific contract that would not be economically viable if the conditions of the collective agreement would apply will not be considered as part of work belonging to the bargaining unit. However, the Company agrees to demonstrate such non-viability to the Union and in such cases, the parties will meet.
- 1.07 An asterisk (*) means that the articles or part of it only applies to pilots.

SECTION 2 INTERPRETATION

2.01 Definitions

For the purpose of this agreement, the following words shall mean:

- a) **CREW MEMBER** shall mean a Pilot or a flight attendant employed by the Company assigned to duty in an aircraft during flight time.
- b) **CAPTAIN** shall mean the Crew member assigned by the Company to act as first-in-command, and who is properly qualified and holds current regulatory certificates authorizing him to serve as such **Crew member**.
- c) **FIRST OFFICER** shall mean the Crew member assigned by the Company to act as second-in-command, and who is properly qualified and holds current regulatory certificates authorizing him to serve as such Crew member.
- d) i) **FLIGHT ATTENDANT** shall mean a flight attendant employed by the Company, who performs the tasks described by the Company at the airports and in flight.

ii) **FLIGHT ATTENDANT IN CHARGE** shall mean the flight attendant employed by the Company, who in addition to the regular tasks of a flight attendant is responsible for all services in the cabin enroute, ground duties, and any other related tasks assigned by the Company.

- e) **FLIGHT OPERATIONS:**
- i) Domestic flight means any day or night, scheduled or nonscheduled flight, transporting passengers, express courier or cargo, or operating ferry flights, with commercial aircraft registered in Canada or approved by Transport Canada and which cannot be considered as international or overseas operations.
 - ii) International flight means any flight, as described above, which is operated entirely or partially outside Canada.
- f) **FLIGHT TIME** shall mean the total time from the moment the aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.
- g) **DAY** shall mean a 24-hour period from midnight to midnight.
- h) **YEAR/ROTATIONAL YEAR** shall mean a consecutive period of three hundred and sixty-four (364) calendar days commencing on the date this Agreement takes force and effect.
- i) **JOB VACANCY** shall mean any position left vacant by a Crew member.
- j) **HOME BASE** shall mean the station where a Crew member or a group of Crew members resides from which company flights are operated on a non-rotational basis being published scheduled flights or scheduled charter flights.
- k) **PROBATIONARY PERIOD** shall mean the assessment period for a Crew member prior to the Crew member being considered a permanent employee or the assessment period for a **Pilot** transferred from a First Officer's position to a Captain, as the case may be **and/or a flight attendant who transfers to a different type of aircraft and/or a flight attendant who transfers to the position of flight attendant in charge.**
- l) **EQUIPMENT** shall mean any aircraft owned or leased, and operated, by the Company to transport passengers and/or cargo for the purpose of operating as air carrier.
- m) **RESERVE DAY** shall mean that calendar day during which a reserve period shall occur.

- n) **SCHEDULED FLIGHT** shall mean any flight published by the Company from time to time in its regular schedule roster.
- o) **NON-SCHEDULED AND CONTRACT FLIGHT** shall mean any flight not included in the definition of a Scheduled Flight.
- p) **REST PERIODS** shall mean any continued rest period as defined in CARS at or away from Home Base.
- q) **SENIORITY** shall mean seniority which shall begin to accrue as of the last date of hiring of the employee as a Crew member.
- r) **CHARTER FLIGHT** shall mean any flight performed on a wet lease basis for the account of a charterer and for which payment is agreed according to a schedule of prices other than a rate per unit.
- s) **ROTATIONAL CREW MEMBER** shall mean a Crew member who is available for work on a rotational basis.
- t) **NON-ROTATIONAL CREW MEMBER** shall mean a Crew member other than a Rotational Crew member.
- u) **SUPERVISORY POSITION** shall mean a Chief Pilot or Chief Flight Attendant and any position above Chief Pilot or Chief Flight Attendant requiring the person holding the position to be a qualified licensed commercial Pilot or certified Flight Attendant.
- v) **NON-FLYING POSITION** shall mean a position in the Company that does not require the person holding the position to be a qualified licensed commercial Crew member.
- w) **EXTERNAL CONTRACT** the parties agree that all flights made by the Company pertaining to the contract between the Company and Hydro Quebec, or any similar contract with another company, not involving any aircraft owned or leased by Air Inuit LTD. to fulfill the contract, will not be considered as flights operated by the Company and covered by the collective agreement. Moreover, the parties agree that any aircraft leased by the Company to fulfill a specific contract which would not be otherwise viable if the present collective agreement would apply will not be considered as part of the union accreditation. However, the Company agrees to demonstrate to the Union such non-viability and the Company and the Union will meet.
- x) **WET LEASE** shall mean a charter.

- y) **NUNAVIK** shall mean that area of the Province of Quebec north of the 55th parallel.
- z) **EXTERNAL BASE** shall mean any base of operations from which the Crew members fly on a rotational or non-rotational basis.
- aa) **INUIT** shall mean a person registered or having the right to be registered as an Inuit Beneficiary in accordance with the *Act Respecting the Creeks, Inuit and ASCAP Native Persons*, R.S.Q., c.A-33.1.
- bb) **ROTATIONAL DAY** shall mean a day during which a Rotational Crew member is available to work on a rotational basis.
- cc) **NON-ROTATIONAL DAY** shall mean a day other than a Rotational Day.
- dd) **CREW SCHEDULING** is the process of assigning crewmembers to operate the fleet within the constraints of company requirements, government regulations, collective agreement, employee seniority, and crewmember qualifications.
- ee) **DIFFERED DAY-OFF** shall mean a replacement day off for a non rotational crew member who has worked on a day off or a scheduled vacation day.
- ff) **A TRAVEL DAY** shall mean the time required for transport by air or land at the request of the Company for operational reasons.
- gg) **A BLANK SQUARE** means a period of 24 hours starting at midnight (00:01) and terminating at midnight (00:00) where a crew member is at his home base with no activity scheduled on his block schedule. A crew member is not obliged to respond to a request to work, if called, during this period. A **BLANK SQUARE** earns zero (0) hours of credited time.

2.02 **Number and Gender**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- a) words in the singular number include the plural and such words shall be construed as if the plural had been used;
- b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

SECTION 3 COOPERATION

- 3.01 The Union agrees that neither it nor its members shall cause, help, encourage or take part in a strike, slowdown, work stoppage or picket line on or in front of the Company's property or elsewhere for any reason during the term of this Agreement.
- 3.02 The Company agrees that there shall be no lockout during the term of this Collective Agreement.
- 3.03 Posting of union meeting notices or other notices with regard to the Union shall be allowed on bulletin boards provided to that effect by the Company, providing such notices are in compliance with the Company policies and provided also they are signed by a Union Representative authorized to do so. Except for meeting notices, all other notices shall first be sent to the Director of Operations who reserves the right to authorize the posting or not (this authorization shall not be unjustly refused).
- 3.04 Any notice, document or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if sent by prepaid registered mail from a post office in Canada addressed in the case of the Union to:

TEAMSTERS QUEBEC, LOCAL 1999
AERONAUTICS DIVISION
9393 Edison Street, Suite 100
Ville d'Anjou (Québec)
HIJ IT4
Telephone: (514) 355-1110
Telephone: 1-800-361-4781
Fax: (514) 493-6679
Email: guy.bissonnette@videotron.ca

And, in the case of the Company to:

AIR INUIT LTD.
547 Meloche Avenue
Dorval (Québec)
H9P 2W2
Attention: Director of Flight Operations
Telephone: (514) 636-9445
Fax: (514) 636-3619
Email: nnoel@airinuit.com

Or if delivered by hand or sent by fax at such addresses.

Each of the foregoing shall be entitled to specify a different address by giving written notice as aforesaid to the other.

Any such notice, if mailed, shall be deemed to have been given on the third business day following such mailing, or if delivered by hand or sent by fax, shall be deemed to have been given on the day of delivery or dispatch if a business day or if not a business day, on the business day next following the day of delivery.

- 3.05 The Company agrees to pay for transportation costs of any crew member on duty away from his Home Base or, in the case of Rotational Crew members, away from Montreal, because of an operational disruption occurring during the term of this Collective Agreement or its renewal, except if such disruption is caused by an act or omission which contravenes the provisions of section 3.01 or, except if it is caused by the Union's or its members' acts or actions described in section 3.01, after the expiration of this Collective Agreement or its renewal.

- 3.06 The Company shall cause the printing and translation of this Collective Agreement in French, English and Inuktituk at its cost and any Crew member covered by this Agreement shall receive a copy as soon as possible following its signature in the language of his choice. The English version shall be the official version for deposit to the Minister of Labour.

SECTION 4 UNION SECURITY

- 4.01 Any Crew member shall, as a condition of continued employment, agree to sign the payroll deduction form for the purpose of union dues deduction (See Annex B). This form is provided by the Union and given to the Crew member by the Company. Union dues shall be deducted as of the Crew member's first pay cheque after the coming into effect of this Collective Agreement.
- 4.02 The Company shall deduct from the pay cheque of each Crew member, every pay period, the amount owed to the Union for union dues, and on the second pay period of the month the amount owed for initiation fees, where applicable, and/or any other special or occasional deduction requested by the Union. In the event of an error, the Company shall not be responsible financially or otherwise, either to the Union or to any Crew member for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent deduction and remittance. The Company's liability for any and all amounts deducted pursuant to the provision of this section shall terminate at the time it remits payment to the Union.
- 4.03 The Union shall advise the Company of the amount of union dues, initiation fees and/or any deduction determined by the Union, and the Company shall remit the amounts so deducted to the authorized Union Representative before the fifteenth (15th) day of the month following the month during which said deductions were made, along with a list of all the Crew members.
- 4.04 Only payroll deductions now or hereafter required by law and deductions of total amounts due to the Company shall be made from wages prior to the deduction of dues.
- 4.05 In the event of a labour dispute within the Company, the Company and the Union shall meet and try to agree on the appropriate measures to be taken, in order to ensure the Crew members' safety, their belongings and the Company's property.

SECTION 5 REPRESENTATION

- 5.01 **In this Agreement, the term "Certified Representative" shall mean the Crew members or the business agent from Local 1999 (hereinafter the "Business Agent").**
- 5.02 A meeting will be held to discuss items of mutual interest upon request either from the Union or the Company.
- 5.03 a) Three (3) **Crew members (2 pilots and a flight attendant)**, members of the committees, shall not lose any salary as a result of attending committee meetings, including negotiation committee meetings to conclude the present Collective Agreement. Committee meetings shall be scheduled, as needed, and when convenient for both parties. In the event that such a committee meeting coincides with a monthly day off or any other day off, the Company shall pay the Crew members' the salary that they would have otherwise received for a regular day of work, **and in addition a travelling or hotel expenses as required.**
- b) **The next elections for delegates will be on the 30th June 2014.**
- 5.04 a) Where departmental operational requirements allow and with the agreement of the Chief Pilot **or Chief Flight Attendant**, a leave of absence without pay shall be granted for union activities to the officers of the section. A written request shall be submitted thirty (30) days in advance.
- b) When necessary, the Company shall provide complementary travel passes on its flights to committee members in order for them to attend meetings of the committees, subject to available space on such flights.
- 5.05 At the end of each initial ground school and at each recurrent ground school, a Union representative will have an opportunity to meet with the Crew members.

SECTION 6 TRANSFER TO A SUPERVISORY OR A NON-FLYING POSITION

- 6.01 Any Crew member who is transferred to a Supervisory Position shall accumulate and maintain his seniority.
- 6.02 Any Crew member who has been transferred to a Non-Flying Position, including a Crew member transferred following disability or illness, shall maintain his seniority rating and continue to accumulate seniority for a period of one (1) year. After such one (1) year period, he shall maintain only his seniority for the following two (2) year period.
- 6.03 Any Crew member in a Supervisory Position or a Non-Flying Position and eligible, in accordance with sub-sections 6.01 and 6.02, who returns to his line Crew member status, shall be able to exercise his seniority right and bump any **Crew member junior to him on the seniority list.**
- 6.04 **a)** Any Crew member in a Supervisory Position shall be able to perform Crew member duties in the following cases;
- i) for training purposes;
 - ii) for replacement of Crew members on sick, bereavement, maternity or paternity leaves;
 - iii) to ensure on-time departure;
 - iv) to perform duties required because of last-minute operational changes (ex: additional flight to schedule);
 - v) when no other Crew member is available or refuses to work overtime;
 - vi) to compensate for accumulated days off;
 - vii) In order to maintain his abilities and competency he may fly a maximum of two hundred and fifty (250) hours per annum.
- b) Other qualified employees: Certain employees of Air Inuit who are qualified as crew members but not on the seniority list, may fly when no other regular crew member is available under the following circumstances.**
- 1. Replacing a crew member on sick leave, bereavement leave, leave without pay or short term sabbatical, or other operational limitations;**
 - 2. Last minute flight**
 - 3. Pay back of accumulated days off**
 - 4. Limited to 250 hours of flight per year**

- 5. Does not accumulate seniority in the position occupied
- 6. Does not effect the possibility of overtime for regular employees
- 7. The Union will be advised in writing

It is agreed that the above-mentioned provisions shall not be the cause for lay-offs.

- 6.05 The parties agree that, except when he has been dismissed for cause, a Crew member transferred to a Supervisory Position or a Non-Flying Position, who wishes to return to a line function shall be able to exercise his seniority in accordance with sub-section 6.03.

SECTION 7 SENIORITY

- 7.01 Subject to circumstances or the specific provisions of this collective agreement provisions, only Union Crew members shall be authorized to fly Company aircraft.
- 7.02
 - a) Seniority standing of any newly-hired Crew member shall correspond to the date upon which he is designated and receives pay as a crew Member, **after successfully completing their flight test.**
 - b) If two (2) Crew members or more are designated as such at the same date, their seniority standing shall be determined according to their results obtained at the end of their initial training and their experience, as well as the results of their finals tests.
 - c) The seniority of a Crew member shall be calculated as of his last hiring date as a Crew member. Crew members shall not accumulate seniority in the cases mentioned in sub-section 7.04.
- 7.03 A Crew member shall lose his seniority and his employment shall be terminated in the following cases:
 - (a) voluntary termination of employment;
 - (b) dismissal for cause;
 - (c) failure to confirm his return to work within three (3) days following confirmation of receipt of a letter requiring his return to work, and to reintegrate his position within fourteen (14) days following said confirmation;

- (d) absence from work for three (3) consecutive days or more, without authorization and/or valid reason;
- (e) lay-off exceeding two (2) years; and
- (f) failure to conform to the conditions of sub-section 12A.05.

7.04 Any Crew member who has completed his Probationary Period shall cease to accumulate seniority in the following cases:

- (a) a leave of absence for a period exceeding twelve (12) months;
- (b) a lay-off of less than two (2) years;
- (c) a leave without pay for educational purposes for a period exceeding twenty-four (24) months.

7.05 Seniority rules shall govern all Crew members in the event of promotions or demotions, if they are qualified, assignment or re-assignment following expansion or reduction in work schedule, and choice of vacant positions.

7.06 All Crew members employed by the Company, including those who are transferred to Supervisory Positions, shall appear on the seniority list. The Crew member seniority list shall be revised on November 1 each year and posted during that same month. It shall include the Crew member's seniority rank, his name and status as a Rotational Crew member or Non-Rotational Crew member, as well as the date he was designated as a Crew member. It shall be posted by the Company at places easily accessible to everyone and a copy shall be given to all Crew members concerned, with a copy to the Union.

7.07 Any Crew member may challenge in writing within thirty (30) days following the posting referred to in sub-section 7.06, any error or omission regarding him. Failure to do so, the seniority date of each Crew member shall be considered definite. Errors or omissions on preceding lists may not be questioned.

7.08 Any error or omission which has not been challenged upon publication of the first seniority list, cannot be challenged upon subsequent posting of the list, unless it concerns typing errors, transcription or writing errors that can be corrected at any time.

SECTION 8 POSITIONS, ASSIGNMENTS AND PROMOTIONS

- 8.01 Any new position or vacant position that becomes available for a flight position on a Company aircraft, other than in a Supervisory Position, shall be posted by the Company on bulletin boards throughout the system. Such posting shall include the following information:
- a) classification;
 - b) number of positions/vacancies;
 - c) employment location;
 - d) equipment concerned;
 - e) effective date of employment;
 - f) the closing date of posting after a period of 7 days if all eligible Crew members have been notified or 21 days in all other cases.
- 8.02 Bulletins for job postings shall be numbered beginning with No. 1 for the first posted bulletin in January of each year.
- 8.03 A copy of each bulletin shall be provided to the Union Representative.
- 8.04
- a) Any Crew member who considers himself qualified for a posted position shall apply, in writing, **by use of form number AILO 035 "Application for posted vacancy" to that effect**, to the person whose name appears on the bulletin. Failure by a Crew member to apply prior to the closing date indicated on the bulletin shall be considered as a refusal to bid.
 - b) Any Crew member who is absent shall leave his address and phone number. The Company and the Union shall make every possible effort to advise any absent Crew member.
 - c) Any Crew member who submits an application pursuant to the foregoing shall be assessed for his suitability to the position sought by the Chief Pilot **or Chief Flight Attendant**, in consultation with the Training Crew member. The candidate Crew member shall meet all the requirements determined by the Flight Department.

- 8.05 The Company shall post a notice including the bulletin number and the name of the successful candidate(s).
- a) **If a pilot sustains a failure during the course of a flight to renew his license or during the course of a flight test, the pilot will be advised in writing with a copy to the Union. He will receive appropriate training; that is to say a minimum of two (2) hours in the simulator or one (1) hour of flight time on the type in question, concentrating on the subjects that caused the failure.**
 - b) **Following this supplementary training and upon recommendation by the chief pilot, the pilot in question will undergo, if possible, within five (5) days of the first failure a second attempt with a Transport Canada inspector or a different Approved Check Pilot than the one who conducted the original test, at the choice of the Company.**
 - c) **If, after completing the period of supplementary training mentioned above, the pilot is not judged to be ready for a re-test with a Transport Canada inspector or an Approved Check Pilot, the chief pilot may deduct three (3) days pay. This deduction of three (3) days pay will be reimbursable to the pilot if he passes the second test with a Transport Canada inspector or an Approved Check Pilot.**
 - d) **In the event of a second failure of the flight outlined in paragraph b) of article 8.05, the pilot may be dismissed and will be advised of their dismissal in writing with a copy to the Union. In this situation, the dismissal will be considered to be a dismissal with cause.**
- 8.06 Whenever a new type of equipment is introduced, the Company shall give proper training to its Crew members, if necessary.
- 8.07 In the event no Crew member considered qualified by the Company has applied for a posted position, the Company may designate the junior Crew member who is qualified for the position or may hire a Crew member from outside of the bargaining unit.
- 8.08 When a Crew member gets promoted to a permanent position, he could be requested to occupy that position for a twelve-month period. He may bid on other posted positions during that period.

8.09 A Crew member shall not be allowed to apply for a lower-paying position without the consent of the Company. However, a Crew member may bid on a position of a lower status on the same equipment, if this were to be the only solution to avoid being transferred from the status of a Rotational Crew member to that of a Non-Rotational Crew member or vice versa. This sub-section shall not apply in the case of a transfer or a demotion following a change of equipment.

8.10 a) The Company shall pay up to a maximum of Five Thousand Dollars (\$5,000.00) to a Crew member who is transferred at the request of the Company from one location to another, either temporarily or permanently, to cover moving costs, lease cancellation, etc.

b) When a Crew member is chosen by the Company to fill a position at a new base or on a new route following its posting, he shall not be considered as transferred at the request of the Company and, consequently, shall not be entitled to any moving expenses.

c) A Crew member who is transferred from one location to another at the request of the Company shall be granted five (5) work days without loss of salary to move.

8.11 To enable preparation in advance for the next promotions or assignments, the Company may proceed with a posting to create a “bank of candidates”. This posting will indicate the type of aircraft, the number of candidates, the eligibility requirements and the validity period of this “bank”. Subsequently, to fulfill the requirements of the Company during the period of validity of the “bank”, the candidates who are in the “bank” will be called up on a seniority basis.

Once the “bank” has been emptied, a new posting shall be completed.

SECTION 9 LAY-OFFS AND RECALLS

9.01 A Union-Management committee shall be established comprising two (2) representatives of management and two (2) representatives of the Union, including at least one (1) Captain. The Business Agent and other members of Management shall have the right to attend all Union-Management committee meetings, but shall not have the right to vote at such meetings.

- 9.02 a) The Union-Management committee shall determine all lay-offs and recalls, the whole in accordance with the following criteria: seniority, priority of employment for Inuit beneficiaries, qualifications and competence.
- b) Before any lay offs, the parties agree to discuss all alternative possibilities to avoid such lay offs.
- c) In the event that the Union-Management committee cannot agree on the choices for lay-off or recall, the Union members and the Company members shall have alternate choices in turn during this Agreement starting with the Union members having the first.
- 9.03 Any Crew member shall be advised in writing of any reduction in the number of permanent positions within his job status, at least five (5) days in advance for a Crew member who has less than one (1) year of service, fifteen (15) days in advance for a Crew member who has one (1) year and less than three (3) years of service, and thirty (30) days in advance for a Crew member who has completed three (3) years of service or more. Furthermore, in the event a lay-off becomes necessary because of a third party or an Act of God, a reasonable notice shall be given but shall never be less than five (5) days.
- 9.04 Without giving up his recall rights, a Crew member liable to lay-off may agree on a voluntary lay-off.
- 9.05 Any laid-off Crew member shall confirm his home address with the Director of Operations by registered mail and promptly inform him of any subsequent change of address.

SECTION 10 GRIEVANCE PROCEDURE

- 10.01 For the purpose of this section, the word "grievance" means any misunderstanding and/or dispute related to the interpretation, the application or the alleged violation of this Collective Agreement, or part thereof, but does not include any misunderstanding and/or dispute relative to a verbal warning as described in paragraph (b) of sub-section 11.01.
- 10.02 The Union grievance committee is comprised of two (2) Crew members. The Company shall be informed, in advance by the Union, of the name of the designated Crew members, and of any subsequent change, if necessary.

10.03 The parties shall make an honest effort to promptly settle all grievances.

10.04 The present Collective Agreement recognizes four (4) types of grievances:

- a) Individual grievance:
When a grievance concerns only one (1) Crew member.
- b) Group grievance:
When two (2) Crew members or more (or the entire bargaining unit) have a grievance of the same nature and/or when the dispute concerns two (2) Crew members or more.
- c) Union grievance:
A dispute between the Union and the Company. Such grievance is signed by a representative of the Union or the Business Agent.
- d) Company grievance:
A dispute between the Company and the Union. Such grievance is signed by a representative of the Company.

10.05 For the purpose of Individual or Group grievance settlement, the following procedure shall be followed:

First step:

Any grievance must be presented within a time limit not to exceed twenty (20) days immediately following the day the incident giving rise to the grievance occurred. The Crew member(s) must submit a written grievance (and sign it) to the Chief Pilot **or Chief Flight Attendant**, to find a quick solution. He (they) may be accompanied by a Union representative or he (they) may submit his (their) grievance by himself (themselves).

Second step:

If the Chief Pilot **or Chief Flight Attendant** fails to render a decision within the following fifteen (15) days or if the Crew member(s) is (are) not satisfied with his decision, he (they) shall refer the grievance to the Union which can appeal in writing to the Director of Operations within the following ten (10) days. The parties shall meet to try and settle the grievance within twenty (20) days following the date of receipt of the Union's written grievance by the Director of Operations.

Third step:

Failing a written decision within twenty (20) days or if the Union is not satisfied with the decision of the Director of Operations, the grievance may be taken to arbitration, according to the sole arbitrator formula provided for hereinafter.

- 10.06 For the purpose of Union or Company grievance settlement, the following procedure shall be followed:

First step:

Any grievance must be presented within a time limit not to exceed twenty (20) days immediately following the day the incident giving rise to the grievance occurred. The grieved party must submit a written grievance (and sign it) to the other party, to find a quick resolution.

Second step:

The parties shall meet to attempt to resolve the grievance within the twenty (20) days immediately following reception of the written grievance.

Third step:

Failing a written agreement resolving the dispute within such twenty (20) day period, the grievance may be taken to arbitration, according to the sole arbitrator formula.

- 10.07 In the event of arbitration pursuant to section 10.05 or 10.06 (or in the event of arbitration pursuant to sub-section 15.01), each party shall make a suggestion as to the name of an arbitrator within twenty (20) days following the expiration of the last step. Failing to agree on the choice of an arbitrator, the Labour Minister shall, upon request from either party, appoint an arbitrator according to the provisions of Part I of the Canada Labour Code.
- 10.08 The Company and the Union may, from time to time, upon mutual agreement in writing, extend time limitations mentioned in this section.
- 10.09 The arbitrator shall have no authority to add to, delete, modify or alter any part of this Agreement.
- 10.10 In matters of discipline, the arbitrator has the power to evaluate if there are reasons for disciplinary measure, but may only maintain or cancel the disciplinary measure imposed.

- 10.11 In all cases, the arbitrator's decision shall be binding on both parties.
- 10.12 The costs and fees of the arbitrator shall be shared equally by the Company and the Union and each party shall pay for the expenses of its respective witnesses.
- 10.13 At every step of the grievance procedure and arbitration, the parties may be assisted or represented by the Union representative and/or Union Officers, or by any other representative duly appointed, such as legal advisors or any other person authorized by the Company, or Local Union 1999.
- 10.14 No grievance or written complaint submitted under the present section may be considered as null or rejected because of informalities or irregularities in the form of proceedings, providing it has been submitted within the time limitations prescribed in this section, unless otherwise agreed by the parties, as established in sub-section 10.08.
- 10.15 In the event a deadline day provided for in this section falls on a Saturday, Sunday or Statutory Holiday, the deadline day shall be extended to the next working day.
- 10.16 In the event a permanent Crew member believes he has been unjustly dismissed, his complaint shall be taken directly to the grievance procedure and shall be processed as of the second step provided for in sub-section 10.05.

SECTION 11 DISCIPLINARY MEASURES AND DISMISSALS

- 11.01 a) Any disciplinary measure shall be given in writing to the Crew member concerned and shall contain the reasons for discipline. Copies of such notice shall be given to the Union.
- b) Verbal warnings shall not be considered a disciplinary measure and, in consequence, shall not be submitted to the grievance procedure. With the exception of fraud or theft, which are subject to dismissal, the Company will apply the principle of progressive discipline in all disciplinary cases.
- c) Notwithstanding the article 11.01 a) and b), the following infractions can result in immediate dismissal, including but not limited to the following:

- a willful or negligent action that compromises Air Inuit's flight safety;
- prohibited movement of drugs, alcohol or other goods;
- severe harassment;
- theft;
- willful destruction of Air Inuit property.

11.02 Any disciplinary measure may be subject to the grievance procedure and submitted to arbitration.

11.03 a) Investigations and hearings with regard to disciplinary measures or dismissals concerning Rotational Crew members may take place at the Crew member's operating base and be scheduled in order to avoid meal expenses and time lost.

b) Investigations and hearings with regard to disciplinary measures or dismissals concerning Rotational Crew members may also be held at the Company's base in Dorval immediately before or after the rotation of the Crew member concerned, in which case the Company shall pay for the Crew member's accommodation.

c) Investigations and hearings with regard to disciplinary measures or dismissals concerning Non-Rotational Crew members shall be held at the Company's base in Dorval.

11.04 Any disciplinary measure for reasons other than professional shall be withdrawn from the Crew member's employment record after twenty-four (24) months, provided that during such period, no disciplinary measure of the same nature was registered in the Crew member's employment record.

SECTION 12 LEAVE OF ABSENCE

Section 12A Leave without pay

12A.01 The Company may, at its discretion, grant a leave without pay and without loss of seniority for a maximum period of twelve (12) months or a leave without pay and without loss of seniority for educational purposes up to a maximum period of twenty-four (24) months to any employee. During his absence, a Crew member may exercise his right to request assignment according to his seniority, but he has to return to work at the beginning of the training period required by his new assignment.

The Union shall be advised in writing of all leaves so granted, indicating the date the leave is to commence and the date the Crew member is to return to work. A Crew member on leave without pay or differed leave of absence pursuant to section 12, shall accrue seniority. However, such accrual shall not be used to change salary level or to reduce the required time period for such change in salary level. Upon his return to work, said Crew member shall be reinstated at the same salary level as he was before his leave without pay or differed leave of absence.

- 12A.02 Under no circumstances shall a leave without pay be granted to allow a Crew member to work elsewhere in the airline industry. However, for a valid reason, the provisions of this sub-section may be waived upon the written consent of the Company.
- 12A.03 Any Crew member returning to work following a leave without pay shall be reinstated in his former position if his seniority allows it according to sub-section 7.04. In the event his seniority does not allow him to resume his former position, he shall be allowed to exercise his right to bump a junior Crew member.
- 12A.04 Any Crew member on a leave without pay for a definite period of time who wishes to return to work sooner than expected may send his request to the Company by registered letter. Such a request may be accepted by the Company.
- 12A.05 Any Crew member on a leave without pay for a definite period of time, shall within thirty (30) days, but at least fifteen (15) days, prior to his return to work, inform the Company by registered mail of his intention to return to work. Failure to comply with this provision shall result in his name being taken off the seniority list.
- 12A.06 The Company shall not be compelled to accept a return to work as provided in sub-section 12A.05 earlier than the date of the next training session, if such a training session is required before the Crew member can resume his work activities. Sub-section 7.04 shall not apply to such situations.
- 12A.07 A Crew member on a leave of absence without pay for more than thirty (30) days may maintain his group insurance coverage provided he pays one hundred percent (100%) of the premium.

Section 12B Maternity Leave

- 12B.01 Any Crew member is entitled to a maternity leave without pay in accordance with the provisions of the Canada Labour Code.
- 12B.02 Any Crew member who fails to report for duty on her scheduled date of return is considered to have resigned.
- 12B.03 The Company reserves the right to have the Crew member examined by a physician designated and paid for by the Company.
- 12B.04 During her maternity leave, the Crew member shall remain in the employ of the Company and continue to accumulate seniority.
- 12B.05 The Crew member shall not be entitled to payment for statutory holidays which fall within her maternity leave.
- 12B.06 During her maternity leave, the Crew member may maintain her group insurance coverage, providing she pays her share of the contribution.
- 12B.07 **Progressive return to work: A Crew Member may be accorded a progressive return to work, on the condition of a written demand, with the following conditions applied to their return;**
- **A period of 1 to 6 blocks or rotation maximum (after this period the Crew Member returns to a normal schedule)**
 - **2 months notice prior to the end of the maternity leave**
 - **60% salary will be paid for eight (8) working days each block (2 working days for each period of seven (7) days or eight (8) consecutive days while on rotation**
 - **Progressive return does not include reserve days**
 - **The Crew Member must advise Crew scheduling of their choice of working days by the normal means**
 - **Have two (2) years seniority to be eligible for a progressive return to work**

Section 12C Paternity Leave

- 12C.01** Within the seven (7) days following the birth of his child, a Crew member shall have the right to five (5) days of paternity leave without loss of salary. For Rotational Crew members this shall be exclusive of the days required to fly between the base where they are positioned and Montreal.

Section 12D: Jury Duty

- 12D.01 Any Crew member called to serve on jury duty or to appear as a witness shall be granted a leave of absence and he shall accumulate seniority during his absence. During the time he serves as a juror or appears as a witness, he shall continue to receive his regular salary, less the amount received as a juror or witness.
- 12D.02 Sub-section 12D.01 shall not apply to a Crew member who has an interest, either direct or indirect, in the court procedure to which he is to appear as a witness, nor shall sub-section 12D.01 apply for a day or days when the Crew member is not required to work for the Company.

Section 12E: Bereavement Leave

- 12E.01 **Any Crew member shall be granted five (5) days off without loss of salary in the event of the death of his spouse, a child, his father or his mother, brother or sister, his father-in-law or mother-in-law, brother or sister of his spouse or the spouse of his brother or sister. Upon request, the Crew member may be granted a leave without pay.**
- 12E.02 **Any Crew member shall be granted three (3) days off without loss of salary in the event of the death of his grand-father or grand-mother. Upon request, the Crew member may be granted a leave without pay.**
- 12E.03 Every day of bereavement leave shall represent eight (8) hours of duty time.
- 12E.04 The above-mentioned days off are not added to already-scheduled days off or annual vacation.
- 12E.05 **The above-mentioned days shall, for Rotational Crew members, be exclusive of the days required to travel between the base where they are positioned and Montreal, and vice-versa.**

SECTION 12F DIFFERED LEAVE OF ABSENCE

- 12F.01 A Crew member may request, in writing, for a differed leave of absence which, after having a portion of his salary retained by the Company during an acquisition period (hereinafter referred to as "Retained Salary"), shall allow the said Crew member to continue to receive salary payment during his leave of absence from his Retained Salary.
- 12F.02 The acquisition period shall be no less than two (2) years and no longer than five (5) years.
- 12F.03 The differed leave of absence shall be no less than three (3) months and no longer than twelve (12) months as indicated in Section 12F.07's examples, **or any other method of application that satisfies both parties.**
- 12F.04 a) The Company shall not refuse to grant a differed leave of absence without valid reason. The Company reserves its rights to limit the number of Crew members on differed leave of absence due to operational requirements.
- b) No Crew member may begin a differed leave of absence until he has worked for the Company for at least five (5) years.
- c) The written request for a differed leave of absence shall contain the following:
- the duration of the acquisition period;
 - the duration of the leave of absence;
 - the date on which the leave of absence shall commence;
 - the amount of the Retained Salary during the acquisition period.
 - the formula adopted in accordance with insurance requirements in order to maintain the group insurance benefits.
- d) Within sixty (60) days following the Crew member's request for a differed leave of absence, the Company will confirm the terms and conditions of the differed leave of absence.
- 12F.05 Seniority shall continue to accrue during the differed leave of absence. A Crew member returning to work following a differed leave of absence shall be reinstated in his former position if his seniority allows it. In such event, the Crew member shall be reinstated at the same salary level as he was before his leave of absence.

12F.06 A Crew member returning to work following a differed leave of absence shall be reinstated in his former position if his seniority allows it as per section 7.04. In the event his seniority does not allow him to resume his former position, he shall be allowed to exercise his right to bump a junior Crew member.

12F.07 During the acquisition period, the Crew member shall receive a percentage of his salary, which shall be equal to his base salary as indicated in Appendix "A", less the amount of the Retained Salary.

EXAMPLES

Duration of the leave	Acquisition period			
	2 yrs	3 yrs	4 yrs	5 yrs
3 months	87.5%	91.67%	N/A	N/A
6 months	75%	83.34%	87.5%	90%
12 months	N/A	66.67%	75%	80%

MATERNITY LEAVE

12F.08 a) If, during the first half of the acquisition period, a Crew member is entitled to maternity leave, the acquisition period shall be suspended during the maternity leave and shall continue after the maternity leave is completed unless she decides to terminate the acquisition period. In this latter event, all Retained Salary shall be paid to her without interest in accordance with the terms and conditions of section 12F.14. If, during the second half of the acquisition period, a Crew member is entitled to a maternity leave, the differed leave of absence shall be automatically canceled and all retained salary shall be paid to her without interest on that date.

b) If, during the differed leave of absence, a Crew member is entitled to maternity leave, the differed salary payments shall be suspended and shall continue after the maternity leave. In the event that the duration of the maternity leave exceeds the termination date of the differed leave of absence, the Crew member may ask to resume her position by giving notice thereof to the Company at least two (2) months prior to such date. In this latter event, all Retained Salary shall be paid to her without interest on that date.

DISABILITY - LONG-TERM ILLNESS - ACCIDENT- WORK RELATED ACCIDENT

12F.09 a) If one of the above mentioned events occurs during the first half of the acquisition period, the acquisition period shall be suspended and shall continue upon return to work of the Crew member unless he decides to terminate the acquisition period. In this latter event, all Retained Salary shall be paid to the Crew member without interest in accordance with the terms and conditions of section 12F.14.

If such events occur during the second half of the acquisition period, the differed leave of absence shall be automatically canceled and all Retained Salary shall be paid to the Crew member without interest on that date.

- b) If one of the above mentioned events occurs during the differed leave of absence, the differed salary payments shall be suspended during the disability and shall continue after the disability unless the Crew member has not taken the necessary steps to maintain the group insurance in force.
- c) In the event of a long term disability, the Retained Salary shall, if permitted by law, be deposited into the Crew member's RRSP without interest.

12F.10 In the event of the death of the Crew member during the acquisition period or the differed leave of absence, his estate shall be entitled to all Retained Salary remaining unpaid to the Crew member without interest.

12F.11 If, during the acquisition period or the differed leave of absence the Crew member leaves the employ of the Company, he shall receive all Retained Salary remaining unpaid by the Company without interest.

POSTING OF VACANCIES

12F.12 A Crew member may, during his differed leave of absence, apply for a new or vacant position that becomes available and, if accepted for the position, his leave of absence will be considered as cancelled and the provisions of subsection 12F.14 shall apply.

The Crew member shall leave with the Company an address and a phone number where he can be reached during his differed leave of absence. The Company shall as much as possible try to bring any vacancy notice to the attention of the Crew member on differed leave of absence.

12F.13 For purposes of the RRSP contributions foreseen in section 24.01, during the acquisition period the Crew member's Base Salary shall be deemed his base salary, less the percentage of his base salary retained annually by the Company, and during the differed leave of absence shall be deemed the Retained Salary.

12F.14 If, during the acquisition period or the differed leave of absence, the Crew member wishes to return to work prior to the termination date of his leave of absence, the Crew member shall send a written request to that effect to the Company. The Company may, depending on operational requirements or the arrangements that have been taken with a replacement Crew member, accept such request. In the event of the acceptance of the request, all Retained Salary shall be paid to the Crew member without interest on that date.

12F.15 In order to replace the Crew member while on differed leave of absence, the Company shall have the right to hire a replacement Crew member from outside the bargaining unit on a contractual basis. Neither such Crew member nor the Company, on his behalf, shall be required to pay union dues.

12F.16 No Crew member shall have the right to work elsewhere in the airline industry in Canada during his differed leave of absence without the written consent of the Company which consent can be withheld at the Company's sole discretion.

SECTION 13 WORK STANDARDS

Section 13A: Non-Rotational Crew members

13A.01 Definitions

- a) '**BLOCK**' shall mean a period of twenty-eight (28) consecutive days commencing on a Friday.

- b) **'DAY OFF'** shall mean a period of twenty-four (24) consecutive hours **from midnight to midnight** during which a Non-Rotational Crew member is not on duty, on reserve or on training. The beginning of this period may be extended to 02:00 am for operational disruptions.
- c) **'RESERVE DAY'** shall mean a period of twelve (12) consecutive hours during which a Non-Rotational Crew member is available to report for duty commencing **0500** hours or at such other time as may be determined by the Company upon giving twelve (12) hours advance notice to the Non-Rotational Crew member concerned.
- d) **A BLANK SQUARE means a period of 24 hours starting at midnight (00:01) and terminating at midnight (00:00) where a crew member is at his home base with no activity scheduled on his block schedule. A crew member is not obliged to respond to a request to work, if called, during this period. A BLANK SQUARE earns zero (0) hours of credited time.**

- **The blank squares will only be used on the original block schedule at the discretion of AIL**
- **No blank square may be added to the block schedule after the initial issue**
- **The blank squares may be removed prior to twelve (12) hours before the start of the blank square**
- **Within twelve (12) and only if the Crew Member accepts to work, this work will be paid as overtime at 1.5 times their salary**
- **To indicate the allocation of a blank square for a Crew Member, this space shall be left blank on a block schedule**
- **A six (6) month trial period shall be implemented. At the end of six months, there will be a meeting to determine if we continue with the system.**

- 13A.02 a) **Crew schedules will be prepared by the Company for a period of one Block of 28 days.**
- b) **Each Non-Rotational Crew member shall submit, in writing, to the Crew scheduling office, their choice of Days Off for the following Block within twelve (12) days subsequent to the posting of the previous crew schedule.**

- c) **The Crew scheduling office will issue a Block schedule to each Non-Rotational Crew member ten (10) days prior to the commencement of each Block. These blocks will be supervised by the responsible Chief Pilot and the Chief Flight Attendant.**
 - d) Errors discovered in a Block schedule prior to commencement of such Block will be corrected and Non-Rotational Crew members will be notified as soon as possible after the error is discovered.
 - e) The Company will ensure that all known flights are indicated in the Block schedule.
 - f) Block schedules shall indicate guaranteed Days Off, reserve days, operational duty days, training days, vacation, **a blank square** and any other information deemed appropriate by the Company.
 - g) **Non-Rotational Crew members shall be immediately notified by the crew schedulers' office of any changes in Block scheduling.**
 - h) **A crew member with blank square (s) on his / her scheduled block may see those days re-assigned to flight or reserve days as per article 13A.01 e)**
- 13A.03 a) **The number of duty hours scheduled in a Block shall be indicated on the schedule and be distributed in a manner that is equitable between crew members. This will, as much as possible, approach the maximum duty times permitted under the Canadian Air Regulations.**
- b) Days off shall be scheduled for each Non-Rotational Crew member in order of seniority and shall include at least one (1) weekend per block.
 - c) **Reserve days for all Non-Rotational Crew members shall be scheduled at the discretion of the Company; but shall include at least one (1) weekend per Block.**
- 13A.04 a) All duty times will be scheduled in accordance with the Canadian Air Regulations.

- b) If a rest period is required away from the operational base, it shall be for a period of at least ten (10) hours from the end of duty time until the commencement of the next duty period and shall include eight (8) hours for prone rest. If a rest period is required at the operational base, it shall be for a minimum of eleven and one-half (11 1/2) hours calculated from the end of the duty period until the commencement of the next duty period and shall include eight (8) hours of prone rest.
- c) i) A Non-Rotational Crew member shall receive a minimum of ten (10) Days Off per Block and a minimum of one hundred and nineteen (130) Days Off per period of thirteen (13) Blocks. Statutory holidays shall be included in the Days Off.
- ii) Overtime Days (i.e., work on a Day Off) shall be assigned voluntarily based on Seniority. In the event no Non-Rotational Crew member volunteers, Non-Rotational Crew members shall be drafted in the reverse order of seniority. No Non-Rotational Crew member shall be required to work more than ten (10) Overtime Days during a Year, other than on a voluntary basis.
- iii) For each Day Off worked by a Non-Rotational Crew member, he shall be entitled to the greater of the number of duty hours actually worked or eight (8) duty hours at time and a half. In the case of overtime Training Day, he shall be entitled to eight (8) duty hours at time and a half.

Overtime may be compensated by time off based on the formula of 1.5 of the average of the time worked, upon the request of the employee and approved by the Company. A minimum of two (2) days will be accorded and this will be in complete days, not fractioned.

- iv) In the event a Non-Rotational Crew member is requested to work on a Day Off, the Company shall reimburse such Non-Rotational Crew member for expenses incurred (trips, special events, etc.) for which he cannot be reimbursed otherwise, upon presentation of receipts.

- v) **A crew member who is stranded away from base at the end of his rotation or cannot return to his base because of reasons beyond company control (Ex: mechanical problems, unfavorable weather conditions or other similar reasons) will consider himself 'drafted' and will have to remain at his post with the rest of the crew until the problem is resolved. It is understood that the company will take appropriate actions to fix the problem as soon as possible.**

- d) As much as possible, Days Off shall be chosen and scheduled in forty-eight (48) hour periods and this at least once per Block and at least twenty-six (26) times per period of thirteen (13) Blocks.

- e) If a Non-Rotational Crew member works a Day Off, it shall, if possible, be rescheduled in the same Block or in the following Block at the request of the Non-Rotational Crew member, in lieu of overtime pay as provided for in paragraph 13A.04 c) iii) above. If it is not taken in the following block, it will be added to his vacation period **and will be considered as a differed day-off.**

- f) Reserve duty shall be designated in the Block schedule of each Non-Rotational Crew member.

- g) A Non-Rotational Crew member on reserve must notify **crew scheduling office** where he can be contacted at all times when required for operational duty. Upon agreement with **the crew scheduler**, a Non-Rotational Crew member on reserve may be absent from his home after he has left a contact number where he can be reached.

- h) **Non-Rotational Crew members on reserve shall provide a phone number or a cell phone number to allow for contact at any time while on reserve. The Company will pay for the monthly communication charges.**

- i) Two (2) Company calls for operational duty shall be made to a Non-Rotational Crew member on reserve, if necessary. Such calls will be made fifteen (15) minutes apart. If the Non-Rotational Crew member on reserve is not contacted after two (2) calls, he will be deemed to be unavailable and shall be subject to disciplinary action.

- j) The Flight Department may, on a discretionary basis and subject to operational requirements, release a Non-Rotational Crew member for all or part of a Reserve Day.
- k) A Non-Rotational Crew member must report for operational duty within **ninety (90) minutes** subsequent to a call while on reserve duty.
- l) A Reserve credit shall be equal to the greater of the following will be credited to a Non-Rotational Crew member:
 - four (4) duty hours;
 - or the actual duty hours worked.
- m) A Non-Rotational Crew member shall receive up to a maximum of twelve (12) hours a day, a duty credit of thirty (30) minutes for each hour of lay-over commencing ten (10) hours after the duty period ends at a destination other than Home Base. The thirty (30) minutes per hour only applies while on the ground.
- n) A Non-Rotational Crew member shall receive one (1) duty hour credit for each two (2) hours of deadheading, if such deadheading is not followed immediately by a work assignment (i.e., no legal crew rest required prior to work assignment) and one (1) duty hour credit for each one (1) hour of deadheading, if such deadheading is followed immediately by a work assignment.

(Deadheading back to Home Base after a work assignment or for training shall be credited on a one (1) duty hour credit for each two (2) hours of deadheading basis).

- o) A minimum operational duty day shall be four (4) duty hours. A minimum day shall apply to deadheading.**

- 13A.05
- a) A Non-Rotational Crew member may request or be involved in one (1) trip exchange per Block, at the discretion of the Company.
 - b) It is the responsibility of the Non-Rotational Crew member requesting the exchange to find a replacement and advise him of the confirmation or refusal of the exchange.
 - c) **A Non-Rotational Crew member requesting a scheduling exchange shall provide a minimum of forty-eight (48) hours advance notice to the crew scheduling office, who shall approve or reject the trip exchange within twenty-four (24) hours by notice to the Non-Rotational Crew member involved.**

- d) In exceptional circumstances, the above-noted conditions may be modified by the Chief Crew member.

13A.06 a) All Non-Rotational Crew members scheduled for operational duty are required to contact Crew Sked **one (1) hour prior to scheduled showtime** or prior to leaving their place of rest but in no case later than **one (1) hour prior to scheduled showtime.**

- b) Unless otherwise advised, Non-Rotational Crew members scheduled for operational duty are required to report for duty one (1) hour prior to scheduled departure time.

- c) Unless otherwise advised, all Non-Rotational Crew members not scheduled for operational services are required to report for duty one-half (1/2) hour prior to scheduled departure time.

13A.07 Re-Assignment

- a) In exceptional circumstances and based on operational requirements, a Crew member who reported for duty and lost one (1) flight, or a series of flights, shall become available for re-assignment.

Re-assignment shall take place within daily limitations and the Crew member should be returned to his Home Base the same day, unless the Crew member was originally scheduled to stay overnight.

- b) When a flight is canceled after a Crew member has reported for duty, a Non-Rotational Crew member shall be credited the actual time of operational duty or four (4) hours, whichever is greater.
- c) **A period of duty will end with the consent of crew scheduling.**

13A.08 Employment Standards

For remuneration and work scheduling purposes, duty time includes the following:

- a) **The time required to report for duty prior to each work period (usually 1 hour) and the time required to complete after flight duties (usually 15 minutes) and/or as per the directives of the Company.**
- b) All hours worked to complete a flight (engine start to shutdown).

- c) All other hours of service shall be credited as follows:
- **Ground training: Eight (8) Hours + 3 meals per diem + Km**
 - **Simulator training: Eight (8) Hours + 3 meals per diem (an amount of \$300 may be charged on an expense claim by the Crew Member for travel to Toronto by his own means)**
 - **Vacation day: Eight (8) Hours**
 - **Layover: see 13A.04(m)**
 - **Deadheading: Four (4) Hours**
 - **Minimum day: Four (4) Hours**
 - **Reserve day: Four (4) Hours.**
 - **Differed day-off: Eight (8) Hours**
 - **Sick day: Eight (8) Hours**
 - **Blank Square: Zero (0) Hours**

13A.09 a) Hours of work:

The normal period of work in a Block is one hundred and sixty (160) Duty Hours.

- b) Overtime hours shall constitute all Duty Hours worked over and above one hundred and sixty (160) Duty Hours per Block (twenty-eight (28) days). The regular hourly rate is determined in accordance with the following formula:

$$\frac{\text{annual salary} \div 13 \text{ Block periods}}{160} = \text{hourly rate}$$

13A.10 a) **Each Non-Rotational crew Member shall advise the crew scheduling office if their duty hours are different from article 13A.08 a). In addition, all hours worked shall be registered and calculated for the application of this present agreement.**

Section 13B: Rotational Crew members

13B.01 Definitions

- a) **“Duty Day”** shall mean a day on which the Rotational Crew member has done any of the following duties:
- reported to duty for a flight;
 - worked in flight; or
 - received training

- b) **“Non-Duty Rotational Day (NDRD)” shall mean a day among the available Rotational Days of a Rotational Crew member on which he performs none of the duties described as constituting a Duty Day.**
- c) **“Travel Day”** shall mean a day on which a Rotational Crew member travels from Montreal to a rotational Base or that a Rotational Crew member travels from a Rotational Base to Montreal but performs none of the duties described as constituting a Duty Day nor is requested to be on Reserve.
- d) **“Sick Day”** means a day among the available Rotational Days of a Rotational Crew member on which, because of illness, he cannot work.
- e) **“Training Day”** shall mean a day on which a Rotational Crew member is requested to do training.
- f) **“Work Day”** shall mean a Rotational Day or a Training Day.
- g) **“To Draft”** shall mean the involuntary assignment of a Rotational Crew member to flight duty or training while such Rotational Crew member is on time off.
- h) **“Overtime Day”** shall mean any Duty Day, the working on which would have the effect of having the Rotational Crew member work more than two hundred (200) Duty Days in a Rotational Year.
- i) **“Rotational Period” shall mean the consecutive Rotational Days worked by a Rotational Crew member followed by his consecutive days off.**

13B.02 a) Each Rotational Crew member shall in each Rotational Year work two hundred (200) days.

- b) Each Rotational Crew member shall work on the following rotational schedule: fifteen (15) consecutive available On-Rotational Days, inclusive of the day of travel from Montreal to a Rotational Base, and the day of travel from the Rotational Base to Montreal, followed by thirteen (13) consecutive Off-Rotational Days.

13B.03 a) **Each Rotational Day shall constitute a Duty Day, a Travel Day, a Non-Duty Rotational Day (NDRD), a Sick Day, or a training day as the case may be.**

- b) During the fifteen (15) Rotational Days, the Rotational Crew member may be asked to work as per the following conditions:
- 1) Based on the exemption to paragraph 700.19 (I) (a) of the CAR's.
 - 2) Return to home base shall be a minimum of two and a half hours prior to departure of the flight returning to Montreal.
 - 3) As far as possible, Air Inuit will assign duty time to the crew with the least numbers of hours of duty **accumulated** during the period of their rotation.
 - 4) The maximum duty time that may be assigned to a crew member on the last day of their rotation is six (6) hours, with the exception of crew assigned to the return flight to Montreal.
 - 5) **A Crew Member who exceeds six (6) hours of duty will be paid at time and a half for all duty exceeding six (6) hours.**

13B.04 a) Any change to the Rotational Period, the number of Rotational Days and the number of Off-Rotational Days can only be made with the mutual consent of the Rotational Crew member and the Chief Pilot **or the Chief Flight Attendant**. Such changes shall not give rise to the payment of Overtime Days, unless it is mutually foreseen by the Chief Crew member and the Rotational Crew member that such a change will result in the Rotational Crew member working more than two hundred (200) Rotational Days in a Rotational Year, in which event paragraph (e) of sub-section 13B.10 shall apply.

b) A crew member who is stranded away from base at the end of his rotation or cannot return to his base because of reasons beyond company control (Ex: mechanical problems, unfavorable weather conditions or other similar reasons) will consider himself 'drafted' and will have to remain at his post with the rest of the crew until the problem is resolved. It is understood that the company will take appropriate actions to fix the problem as soon as possible.

13B.05 a) The duty times for a Rotational Crew member on a Duty Day or during the Rotational Period shall be determined by the limitations prescribed from time to time in the Canadian Aviation Regulations (CARs).

- b) The Company shall attempt to limit the number of landings to a maximum of twelve (12) per day and a maximum of forty (40) per four (4) days.

13B.06 Rotational Crew members shall be credited Duty Hours as follows:

- a) Rotational Days:
 - i) normally one (1) hour before a flight and normally fifteen (15) minutes after the flight;
 - ii) hours of flight;
 - iii) hours of training;
 - iv) hours of waiting before the official cancellation of a scheduled flight (if the Crew member is re-assigned, the Duty Hours shall comprise the hours worked and the hours waited);
 - v) hours of work after a flight to accomplish duties required by the Company or operationally necessary.
- b) **Each Rotational crew Member shall advise the crew scheduling office if their duty hours are different from article 13A.08 a). In addition, all hours worked shall be registered and calculated for the application of this present agreement.**

- c) Sick Day
Eight (8) Duty Hours

- d) Training Days:
Eight (8) Duty Hours

13B.07 a) If, during a Rotational Year, a Rotational Crew member works more than two hundred (200) Work Days, he shall be entitled for each additional Duty Day to the greater of the number of Duty Hours actually worked or eight (8) Duty Hours at time and one-half and, in the case of a Training Day, eight (8) Duty Hours at time and one-half calculated on the basis of his hourly salary. However, in no event shall he receive less for such additional Duty Day than an amount calculated as follows:

$$\frac{\text{Salary as per Annex "A"} \times 1.5}{200}$$

- b) For each overtime day worked at the demand of the Company, a rotational Crew Member shall be credited the greater of a number of hours actually worked or eight (8) hours duty time at time and a half. In the case of an overtime training day the Crew Member shall be credited for eight (8) hours duty time at time and a half.

Overtime may be compensated by time off based on the formula of 1.5 of the average of the time worked, upon the request of the employee and approved by the Company. A minimum of two (2) days will be accorded and this will be in complete days, not fractioned.

- c) A rotational Crew Member who achieves 160 hours of duty during a rotation is eligible for overtime calculated as per article 13B.08 b)

13B.08 On the day that a Rotational Crew member travels from Montreal to an external Base, he shall not be required to work after the following clock time calculated as: thirteen and one-half (13 1/2) hours after the scheduled time of his deadheading flight including of the time required by the carrier to be at the airport before the flight's departure.

13B.09 a) Overtime Days shall be assigned voluntarily based on Seniority. In the event that no Rotational Crew member volunteers, Rotational Crew members shall be drafted in reverse order of seniority. No Crew member shall be required to work more than ten (10) Overtime Days during a Rotational Year, other than on a voluntary basis.

b) Overtime Training Days may be assigned to a Rotational Crew member at the discretion of the Company. However, no Rotational Crew member shall be required to do more than ten (10) Overtime Training Days during a Rotational Year, other than on a voluntary basis.

c) All Overtime Days and Overtime Training Days shall be compensated for in the pay period immediately following the period in which the overtime work or training was performed, if possible; otherwise in the next following pay period.

d) Notwithstanding paragraph (c) above, in the event of a change in the Rotational Period pursuant to sub-section 13B.04 results in

Overtime Days, such Overtime Days shall only be paid in the first pay period following the end of the Rotational Year in which earned.

13B.10 A Rotational Crew member shall be deemed to have no Home Base.

13B.11 If a Rotational Crew member transfers from a Rotational to a Non-Rotational Crew member status at the Company's request, he shall be treated as if he was changing bases from his actual home address to the Home Base to which he is assigned on a permanent basis and the provisions of subsection 8.08 and following shall apply.

For greater certainty, a Rotational Crew member who applies for a posted position that would result in a transfer from being a Rotational Crew member to a Non-Rotational Crew member shall not be deemed to be changing location at the Company's request.

13B.12 Flight crew scheduling for Rotational Crew members shall be prepared by the Company.

13B.13 In the event that a Rotational Crew member does not report to work when required for a reason other than due to a Sick Day (up to a maximum of seven (7) per Rotational Year) or permitted leave described in section 12, he shall, for each such day, be docked one day's pay representing one/two hundredths (1/200) of his annual salary.

SECTION 14 PROBATIONARY PERIOD

14.01 Every Crew member shall be subjected to a Probationary Period of 13 rotations (for a Rotational Crew member) or 13 Blocks (for a Non-Rotational Crew member), as the case may be, commencing as of the date he is designated and paid as a Crew member. The Company reserves the right to dismiss the Crew member during his Probationary Period, should his services be deemed unsatisfactory. The Company shall inform the Crew member, in writing, of the reasons for his dismissal, with a copy to the Union. The Crew member concerned shall have no recourse to the grievance procedure to contest his dismissal during his Probationary Period.

- 14.02 Under special circumstances, the Company may extend the Probationary Period by three (3) months and/or 3 blocks for the Non-Rotational Crew members. The Company shall provide the reasons for such extension to the Crew member concerned with copy to the Union.
- 14.03 Nothing in the sub-section 14.01 shall prevent the Company from reducing such Probationary Period and informing the Crew member if his services are deemed satisfactory. The Company shall inform the Union.
- 14.04 a) A Crew member applying for an aimed position must succeed in passing a training period in accordance with the industry standards generally applied in the trade after which, he will be subject to an initial probation period of six (6) months duration. During that probation period, the Chief Pilot **or the Chief Flight Attendant** could, if in his opinion the Crew member's performance is deemed unsatisfactory, and after consulting with the Union, return him to the prior position.
- * b) A Crew member, who has once before been transferred from Captain to First Officer pursuant to the above, may again apply for Captaincy if he so desires and whose performance again is deemed unsatisfactory by the Chief Crew member, will not be allowed as an employee to reapply for Captaincy on the aircraft type on which he failed.
- * c) However, the Company reserves the right, pending a second failure, to dismiss the Crew member with a written letter to the Union. In such a case, the dismissal shall be deemed just and reasonable.

SECTION 15 NEW EQUIPMENT

- 15.01 Wage rates provided in this Collective Agreement apply only to the type of aircraft presently utilized by the Company and their present designation (rotational or non-rotational).

With the acquisition of new types of aircraft or, if there is a change in designation (rotational or non-rotational) of the present aircraft utilized by the Company, the Company and the Union shall meet to negotiate wage rates and working conditions applicable to the Crew members of these new types of aircraft.

Negotiation meetings shall take place within fifteen (15) days of the request from one of the parties. In the event the parties fail to reach an agreement forty-five (45) days after the first negotiation meeting, the dispute shall be submitted to arbitration, as stipulated in Article 10.07 of this Collective Agreement.

It is agreed that the preceding provisions shall not prevent the Company from operating the aircraft at the expected date, providing that the Company has determined temporary wage rates to be paid retroactively as of the date the aircraft is put into service, as soon as the arbitrator's decision is known.

- 15.02 * Upon introduction of new Equipment, the Company may hire qualified Crew members from outside the bargaining unit for the purpose of training, familiarization and scheduled flights on the network. Such contractual Crew members shall not form part of the bargaining unit. Hiring shall be temporary until Crew members from the bargaining unit who have been offered such position, have had the chance to qualify to operate said Equipment. Notwithstanding the above the company reserves the right to hire such contractual Crew members on a permanent basis. The so-hired Crew members will then form part of the bargaining unit.

SECTION 16 PAID ANNUAL VACATION

16.01 Rotational Crew members

1 - 9 years Seniority:	(6%)	3 weeks
10 – 15 years Seniority:	(8%)	4 weeks
16 - 24 years Seniority:	(10%)	5 weeks
25 years and more Seniority:	(12%)	6 weeks

Non-Rotational Crew members

1 - 9 years Seniority:	(6%)	3 weeks
10 – 15 years Seniority:	(8%)	4 weeks
16 - 24 years Seniority:	(10%)	5 weeks
25 years and more Seniority:	(12%)	6 weeks

- 16.02 a) Vacation time for a Rotational Crew member shall be deemed to be taken on the Off-Rotational Days immediately following the payment of vacation by the Company (twice a year).

- b) A Rotational Crew member entitled to six percent (6%) vacation shall be deemed to take the first seven and one-half (7 1/2) days of vacation after the first vacation payment (one-half) and the other seven and one-half (7 1/2) days of vacation after the second and last vacation payment, **during his period of days off (164 days).**
- c) ***A Rotational Crew member entitled to eight percent (8%), ten percent (10%) or twelve percent (12%) shall receive the excess to six percent (6%) as monetary compensation.***

16.03 Annual vacation for a Non-Rotational Crew member shall not be cumulative and must be taken during the year earned, save that one (1) calendar week (seven (7) calendar days) may be taken during the first six (6) months following the year such vacation was earned.

16.04 In the event of an illness of a Non-Rotational Crew member, vacation otherwise scheduled shall be taken upon his return to work.

16.05 **The first week of vacation for Non-Rotational Crew members shall be a period of nine (9) calendar days. This equals two weekend days followed by five vacation days followed by two weekend days. Subsequent weeks shall be five days of vacation followed by two weekend days.**

16.06 a) The preference for the choice of vacation periods for Non-Rotational Crew members shall be granted in accordance with the Company's seniority list. Vacation periods shall be determined by mutual consent between the Non-Rotational Crew member and the Company, failing which the Company may assign vacation periods. However, a Non-Rotational Crew member entitled to more than 3 weeks holiday may, at his discretion, receive the additional 2% or 4%, as the case may be, as monetary compensation and not in additional vacation days.

b) The Company retains the right to establish the number of Crew members on vacation at the same time in view of maintaining sufficient operating Crew members for meeting operational needs.

c) A posting for the vacation period of the first of May to the thirty first of October shall be made between the **fifteenth and the thirtieth of March** each year and a second posting for the vacation period between the first of November and the thirtieth of April shall be made between **the fifteenth and thirtieth of September** each year. After each posting, the Company shall advise all Non Rotational crew members of the dates of their annual vacation, indicating the starting dates and finishing dates of their vacation. For those crew members who do not apply for a vacation or differed days off during the posting period may submit a letter request which will be accorded based on availability.

16.07 The Company shall advise all Non-Rotational Crew members, by way of a posting, **regarding the choices accorded for the vacation period, not later than the 15th of April and the 15th of October** following the closing date of the vacation posting.

16.08 The vacation periods chosen by Non-Rotational Crew members cannot be changed without the mutual consent of the Non-Rotational Crew members and the Company.

16.09 Nothing in the present section shall prevent the Company from advising the Non-Rotational Crew member several months in advance of his annual vacation periods.

16.10 In the event the Company changes the annual vacation period of a Non-Rotational Crew member, the Company shall reimburse such Non-Rotational Crew member trip cancellation fees, upon presentation of receipts.

16.11 A Non-Rotational Crew member shall receive his vacation pay during his vacation period, unless he requests thirty (30) days in advance of the date his vacation starts that it be paid prior to his leaving on vacation.

16.12 Each day of vacation shall represent eight (8) Duty Hours.

SECTION 17 STATUTORY HOLIDAYS

17.01 The following ten (12) days shall be considered as paid statutory holidays for all Crew members appearing on the Company payroll:

- New Year's Day
- January 2nd
- Good Friday
- Easter Monday
- Dollard Day
- National Holiday
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

However, all Non-Rotational Crew members receiving benefits from a government program (CSST) or a salary insurance plan (disability) shall not be entitled to paid statutory holidays.

17.02 As the amounts of statutory holidays are included in the Rotational Crew member's salary, For a Rotational Crew member, the first twelve (12) Off-Rotational Days of his second Rotational Period shall be deemed to be his Statutory Holidays.

SECTION 18 SICK DAYS

18.01 Rotational Crew members and Non-Rotational Crew members shall be entitled each Year to seven (7) Sick Days. Such Sick Days shall be cumulative to a maximum of forty (40) and there shall be no pay out for unused sick days.

SECTION 19 GROUP INSURANCE

19.01 Each Crew member of the Company with more than six (6) months service with the Company shall be covered by the Company's Group Insurance Plan, save and except that each Crew member will be covered by life insurance from the date of his hiring with the Company.

- 19.02 For the duration of this Agreement, the Company shall maintain the present Group Insurance Plan or its equivalent. A copy of the present Group Insurance Plan is transmitted to the Union upon request.
- 19.03 Any material change to the Group Insurance Plan shall only be done after consultation with the Union.
- 19.04 The Company shall be responsible for all premiums for the Group Insurance Plan with the exception of the premiums for disability insurance which shall be deemed paid by the Crew member and added to his annual salary.
- 19.05 The parties agree to undertake meetings to review in depth the Group Insurance Plan within twelve (12) months of the signing of the present agreement

SECTION 20 MEDICAL EXAMINATION

- 20.01 The Company reserves the right to request a Crew member to submit within a seven (7) day delay to a medical examination by a physician of the Company's choice, in addition to any medical examination required by government regulations to maintain his Crew member license, if his health or physical condition seems to deteriorate. In such case, the Crew member shall receive a copy of the medical report.

Any Crew member who fails a medical examination requested by the Company, may, at his discretion, have his case reviewed as follows:

- a) within a delay of fifteen (15) days following such examination, he may ask a second opinion from a qualified physician of his choice and at his own expense for the same type of examination as the Company physician;
- b) a copy of the medical report from the physician chosen by the Crew member shall be provided to the Company, and if such medical report corroborates the report of the Company's physician, no further medical report shall be requested with regard to the Crew member's medical record;

- c) if the report of the physician chosen by the Crew member does not corroborate the report of the Company's physician, the Company, upon written request from the Crew member, shall ask both (2) physicians to agree on the name of a third qualified and impartial physician, preferably a specialist, to perform another medical examination;
 - d) This impartial physician shall examine the Crew member concerned and the case shall be settled according to the results of his medical examination.
- 20.02 The expenses of the impartial physician referred to in sub-section 20.01 c) shall be paid equally by the Company and the Crew member concerned. Copies of the reports from each physician shall be forwarded to the Company and to the Crew member.
- 20.03 It is agreed that findings of the above-mentioned physicians shall be impartial and medical opinions shall not be exchanged, verbally or in writing, before each physician has examined the Crew member concerned. However, nothing in the above provisions shall prevent the physicians from exchanging medical opinions once the Crew member has been examined and before a common decision is reached.
- 20.04 * The Company shall pay 100% of the following expenses:
- a) periodic physical examinations, electrocardiograms and audiograms required under government regulations;
- (In reference to the above-mentioned physical examinations, the Crew member shall see one of the physicians designated by Transport Canada, save for the initial examination which shall be done by the physician designated by the Company. In no event shall the Company be required to reimburse the costs of a physical examination done by a Transport Canada designated doctor more than it would cost for the same examination to be done by the Company designated doctor).
- b) license endorsement required by the Company.
- 20.05 * Periodic physical examinations, including electrocardiograms, which are required under government regulations to maintain a Crew member license, shall be the Crew member's responsibility. Failure to comply with this provision shall be a cause for a disciplinary measure.

SECTION 21 UNIFORMS

- 21.01 Uniforms for Rotational and **Non Rotational Crew members** shall comprise those items described in Annex 'D', the cost of which shall be shared between the Company and the new hired Rotational Crew member as indicated in Annex 'D'.
- 21.02 The Crew member shall be responsible for the upkeep of his uniform and shall, at all times, comply with issued instructions regarding its wear.
- 21.03 In the event that a Crew member leaves the employment of the Company within the first six (6) months following his hiring, he shall reimburse the Company its portion of the uniform expense on a pro-rated basis for the number of months worked.

SECTION 22 WAGE RATES

- 22.01 Wage rates are listed in Annex 'A' of this Agreement, which forms an integral part of this Agreement.
- 22.02 The Crew member's salary shall not be reduced if he is assigned by the Company to a lower-paying position, unless he has been permanently or temporarily suspended, or unless he has been permanently demoted.
- 22.03 When a change of Equipment requires a change in salary, such change in salary shall become effective as of the date of assignment to such Equipment (as mentioned in sub-section 22.07).
- 22.04 (a) A Crew member's salary is determined in accordance with his years of service in a position (Captain or First Officer **or Flight Attendant**) and the type of equipment he is operating within the Company as indicated in Annex 'A'.
- (b) The Company and the Union may jointly evaluate a new candidate's relevant experience in order to have him start at a particular salary level. If the Company and the Union do not agree, section 22.04(a) shall apply.
- 22.05 (a) The Company shall distribute pay cheques to its Crew members once every two (2) weeks.

- (b) Changes in salary level as indicated in Appendix "A" shall be made by the Company as per 22.04 a) and b) on the anniversary date of the level change.
- c) Any Crew Member exceeding eighty (80) flight hours (block time) during the same block or rotation shall be paid a supplement for each hour exceeding eighty (80) as follows
 - Captain \$25.00
 - First Officer \$15.00
 - Flight Attendant \$10.00

22.06 * Temporary Assignment to a Higher Position

- a) An assignment shall be considered as temporary when its duration does not exceed three (3) months in a calendar year, provided it has previously been designated as such.
- b) Any Crew member who has completed a temporary assignment shall, during the time of such assignment, be paid at the rate of salary provided for that position and aircraft concerned.
- c) Any Crew member who has completed a temporary assignment and who returns to his former position shall be credited in full months for the experience he has acquired in the temporary position.
- d) Any junior Crew member shall be on a temporary assignment for a maximum period of six (6) months, extendable for a further six (6) months. After that period, he shall become permanent in his position and shall be covered by sub-section 7.03.
- e) Junior Crew members on temporary assignments shall be chosen according to the seniority list.
- f) Within normal operations, when a senior Crew member has the required experience, he shall be able to bump any junior Crew member assigned to a temporary position within the twelve (12) month period.

22.07 * Effective Date of the Change:

- a) In the case of a promotion or a temporary assignment:

the change of wage rate shall take effect as of the date of the first scheduled flight (revenue flight) at the position provided for on the aircraft concerned.

- b) In the case of a demotion or at the end of a temporary assignment:

the change of wage rate shall take effect as of the date of the last scheduled revenue flight in the position with the aircraft prior to the demotion (for a Non-Rotational Crew member) and the change of wage rate shall take effect as of the date of the end of the Rotational Period during which the last scheduled revenue flight in the position with the aircraft prior to the demotion was performed for a Rotational Crew member.

- c) In the case of a promotion (status and/or Equipment) the change of wage rate shall take effect as of the date of the first revenue flight and the anniversary date, according to the applicable wage scale.

Moreover, following a training course, if a junior Crew member is assigned to revenue flights before a senior Crew member who have had the same training, the salary of the bypassed senior Crew member shall be changed at the same time as the junior Crew member. However, this provision does not apply in the following cases:

- sick leave,
- leave without pay,
- annual vacation,
- failure to report for training at the designated date.

- d) In the case of a demotion (status and/or equipment), the salary change shall become effective as of the date of the change of position, according to the flight schedule, considering the acquired experience in this position or in a higher position in full months. The anniversary date of the change in salary level shall be determined as per the anniversary date prior to the demotion.

SECTION 23 TRANSPORTATION AND EXPENSES

23.01 **Transportation**

- a) Rotational Crew members
 - i) At an external base, ground transportation to or from the airport to the rest accommodation will be made available by the Company;
 - ii) Air transportation will be provided by a carrier of the Company's choice originating from Dorval Airport to the work station and returning to Dorval Airport from the work station. Such transportation shall be on a confirmed basis. Normally, air transportation will be done by turboprop aircraft.

- b) **Rotational and Non-Rotational Crew members**

The rate for an employee who is approved to use his own vehicle on Company business is \$0.55 per kilometer.

23.02 **Meals and Allocations**

- a) Rotational Crew members
 - i) Meals in the form of readily prepared meals, or food and access to kitchen facilities, will be provided to all rotational employees while on duty.
 - ii) When a Rotational Crew member is on duty outside of a location where the Company supplies meals, reasonable expenses supported by receipts will be reimbursed.
 - iii) A cash advance of two hundred dollars (\$200.00) will be paid to each Crew member.
 - iv) When a Rotational Crew member is on duty out of his base, and does not have access to supplied meals, the following per diem can be claimed via expense claims:

Breakfast:	\$15.00
Lunch:	\$20.00
Dinner:	<u>\$30.00</u>
TOTAL	\$65.00

No receipts are required.

- b) Non-Rotational Crew members
 - i) Meals of like quality to those provided to passengers will be provided to non-rotational Crew members while flying.
 - ii) **When a Non-Rotational crew member is on duty, he will be reimbursed for expenses based on the following per diem if meals are not supplied:**

Breakfast:	\$15.00
Lunch:	\$20.00
Dinner:	<u>\$30.00</u>
TOTAL	\$65.00

No receipts are required.

23.03 **Lodging**

- a) Rotational Crew members

Accommodations deemed reasonable for the geographic region in which they are located are provided by the Company while the Crew member is on duty.

Rotational Crew members are also entitled for each rotational period to one (1) stay-over in Dorval (or other location acknowledged by the company), either before or after the rotation, at the hotel of the Company's choice. A second night may be accorded under exceptional circumstances.

Any Rotational Crew member, pertaining to his place of residence, who participates in required training is entitled to a hotel room on the day preceding and following a Training Day, at the hotel of the Company's choice, or to an actual kilometer allowance not exceeding the hotel room's price.

- b) Rotational and Non-Rotational Crew members

The Company will provide a hotel room or other accommodation to a Crew member who has a layover exceeding eight (8) hours or will provide a hotel room for the crew for a planned waiting period of between 5 and 8 hours, if those accommodations are located reasonably close to the airport.

- c) **Expense claims must be submitted within four (4) months of the date of expense.**

23.04 Prescription glasses

A crew member may claim a monetary compensation for prescription glasses (as a taxable benefit) for a maximum of 250.00\$ subject to the following conditions;

- Five years of seniority as crew member**
- Non-transferable to spouse or dependants;**
- Renewable subsequently every 3 years;**
- Receipts are mandatory; invoice and a copy of the optometrist exam.**

SECTION 24 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

24.01 Air Inuit has established a retirement saving plan for all permanent full time employees who have completed six (6) months of continuous service. An amount equivalent to five (5%) percent of the employees annual remuneration shall be deposited at a financial institution of the Company's choice within sixty (60) days of the end of the calendar year. This benefit commences only after the completion of the probationary period and is not retroactive.

SECTION 25 RETIREMENT ALLOWANCE PLAN

25.01 In addition to Air Inuit's RRSP program, the company has established a Retirement Allowance Program in accordance with the following:

- a) Upon retirement, retiring employees who have attained a minimum of 55 years of age and a total of 80 points, with 1 point allotted for each year of age and 1 point allotted for each year of service, will be entitled to the benefits defined below when they retire.**
- b) Years of service include company approved leaves of absence and disability/medical leaves.**
- c) Having attained a minimum of 55 years of age and having attained 80 points, upon retirement the employee will be entitled to 1 month of salary per year of service at his/her average annual remuneration (as per section 24.01 above) over the last three (3) years of service with Air Inuit, to a maximum of 24 months. In particular cases, the company may at its own discretion modify the average annual remuneration for an employee who has been disadvantaged for operational reasons at the request or concurrence of the company.**

- d) The employee will also be entitled to the following travel benefits:
 - i) 10 ID90 passes for travel on Air Inuit. The passes will retain validity for a ten year period or as otherwise agreed;
 - ii) Stand-by basis;
 - iii) For their use or the use of eligible dependants; or, for a guest of the employee if the employee travels with that guest;
 - iv) May be subject to blackout periods.
- e) For employees who are a minimum age of 50 years and who have attained 80 points, the Retirement Allowance will be reduced by 8% per year below the age of 55. Retirement travel benefits remain unchanged.
- f) In order to be eligible for retirement allowance, the employee must provide written notice of his/her intentions to retire at least 6 months in advance of his/her last day of active service.
- g) In the case of disability, death or long-term illness, the provisions of Air Inuit's medical and life-insurance programs, displace the Retirement Allowance.
- h) The Retirement Allowance will be disbursed in a lump sum payment upon retirement unless the employee provides other instructions.

SECTION 26 GENERAL PROVISIONS

- 26.01 Any orders or agreement between a Crew member and the Company regarding a change of base, a promotion, a demotion, a lay off, a change in vacation and a leave of absence shall be in writing with a copy to the Union.
- 26.02
 - a) A Crew member shall not be required to pay for any Company Equipment used for training purposes.
 - b) A Crew member shall not be held responsible for damages caused to aircraft or equipment while on duty for the Company, unless such damages are caused by his gross negligence or willful misconduct.
 - c) A Crew member shall pay for any manual lost or damaged because of his negligence (normal wear and tear excluded).

- 26.03 In the event that the Company changes ownership or merges with another company, the provisions of the Canada Labour Code and its regulations shall apply.
- 26.04 Flight data recorders and cockpit voice recorders shall be used exclusively to investigate accidents or incidents and to facilitate aircraft maintenance and aircraft safety. Under no circumstances shall these instruments be used to monitor or check a Crew member during the operation of any flight.
- During the investigation of an accident or an incident, the Company shall not reveal the content of these instruments to the general public or the news media, without prior approval from the Crew member involved and the Union.
- 26.05 The Company shall pay for all expenses incurred to repatriate the bodies of crew members killed in the line of duty for the Company, away from their Home Base, to their place of residence.
- 26.06 a) Following an aircraft accident or incident warranting an investigation, the Crew member and/or his representatives shall have access to any information over which the Company has authority and which could affect his employment status.
- b) When the investigation is conducted by the Company, the management person who is requested to submit a final report shall do so within six (6) months. The Crew member concerned and the Union shall cooperate fully in the investigation. They shall be kept informed of the progress of the investigation and shall receive a copy of any preliminary or final report.
- c) In the event of an accident or an incident involving an aircraft, the Crew member involved shall not be requested to submit a written or verbal statement within the first twenty-four (24) hours following the accident or incident, unless he has had the opportunity to be represented by the Union.
- 26.07 The Company shall provide legal counsel, free of charge, to a Crew member subject to a lawsuit taken by a third party arising from any accident which occurred while the Crew member was on duty for the Company. This shall include legal counsel for the estate of a deceased Crew member in any legal proceedings arising from an accident while the deceased Crew member was on duty on board a Company aircraft. The above applies equally to the deceased Crew member's estate subject to a legal suit resulting from an accident while on duty on board a Company aircraft

- 26.08 a) It is agreed that a Pilot shall perform all duties usually related to the operation of an aircraft in a northern Canadian context, including all duties required by the Company's operating and/or procedural manuals.
- b) * Pilots may be required to maintain qualification on two (2) different types of aircraft. The pilot who, at the Company's request, is required to maintain qualification on two (2) different types of aircraft either temporarily or permanently shall receive a 2000.00\$ premium subject to the following conditions:
- **He accomplish 150 hours of flight time on the second type of aircraft operated, within 12 months of his PPC on this second type and subsequently at each anniversary date thereafter subject to his maintaining competency and the pilot may submit his request for payment of the premium as soon as the above minimums are met. If the pilot does not achieve a minimum of 150 hours, at the end of the year, he will be remunerated for the hours flown on the second type of aircraft on a pro rata basis.**
- c) Crew members shall devote all their flight hours and duty time exclusively to the Company, unless agreed otherwise by the Chief Pilot or the Chief Flight Attendant.
- 26.09 a) The Company shall provide a copy of any flight inspection report to the Crew member upon his request.
- b) All training audio and/or video recordings shall belong to the Company but the Crew member concerned shall have access thereto.
- 26.10 Any Crew member shall receive a copy of any "absence notice" or "change of that concerns him and that is forwarded to the payroll department, in order for him to be informed in advance of any change to be made.
- 26.11 The work related expenses incurred by a Crew member for passports (initial only, the renewal shall be done by the mail) pictures, visas, vaccinations or inoculations, fees for airport security pass and parking pass which are not provided at no cost by the government, shall be reimbursed by the Company, subject to prior approval. It is the Crew member's responsibility to ensure that these documents are always valid.

- 26.12 A Crew member with four (4) or less years of service with the Company, who receives initial training on an Equipment type and who leaves the Company either voluntarily or by dismissal for cause within the twelve (12) month period following such training, shall reimburse a percentage of his training costs as follows, up to a maximum of Ten Thousand Dollars (\$10,000.00):
- Leaves within 0 – 3 months: 100% of training costs
 - Leaves within 4 – 6 months: 75% of training costs
 - Leaves within 7 – 9 months: 50% of training costs
 - Leaves within 10 – 12 months: 25% of training costs
- 26.13 The Company shall furnish aboard each aircraft a complete kit of En Route Charts, required VFR Charts, IFR Approach Charts for each Crew member on board, and such other manuals and charts necessary for the operation of the Company.
- 26.14 No individual agreement regarding any one or all of the clauses subject to this convention will be valid without the approval of the Union.
- 26.15 The Preamble, Annexes and Letters of Understanding are an integral part of this collective agreement
- 26.16 The Crew Members conducting training or administering flight tests shall be remunerated as follows:
- Simulator training: \$25.00/hour
 - Flight Training: \$65.00/hour
 - PPC Flight Test: \$25.00/hour
 - Line Check: \$65.00/day
 - Approved Check Pilot Type B: \$2000.00/year
 - Approved Check Pilot Type A: \$4000.00/year
 - Flight Monitoring: \$45.00 per day (F/A)
- 26.17 All Crew Members who attained the maximum salary scale in 2009 (3%), 2010 (3%), 2011 (3%) and subsequent years shall receive an annual adjustment equal to the cost of living as approved by AIL for all employees, calculations based on Statistics Canada data.

SECTION 27 ACQUIRED RIGHTS

26.01 The parties agree that there are no acquired rights other than those listed in Annex "C".

SECTION 28 DURATION OF AGREEMENT

28.01 This Agreement shall come into force on the signature date and shall remain in effect until June 30th, 2015, **it shall be reopen with regard to salaries June 30th 2013.** It shall automatically be renewed without modifications, year by year thereafter, unless one of the parties advises the other within ninety (90) days prior to its expiration date, of its intention to renew with modifications.

Negotiations shall commence within thirty (30) days of such notice. In the event of such notification, this Agreement shall remain in effect during the negotiations of such new agreement.

Calculation of retroactive salaries including overtime and vacation shall be calculated effective the 1st of July 2010, including Section 26.09.

Upon signature Agreement, crew member will receive lump sum payment equal to 2% of their salary in level for the period of July 1st, 2009 to June 30th, 2010.

Beginning on January 1st 2012, the salary scales will be increased by 2%, they will remain in force until June 30th, 2013.

A third party shall be engaged to conduct a comprehensive comparative study under supervision of the negotiating committee (company and union representatives) who shall determine which companies upon which to base the study. This study will include salaries, benefits, working conditions, work produced and the like. The results will provide guidance for future discussions regarding the above. In any case the results will not have the effect of a reduction in salaries for the following years.

IN WITNESS WHEREOF, the representatives of the parties have signed in Dorval, Quebec on this ____ day of the month of _____, **2011.**

AIR INUIT LTD

TEAMSTERS QUÉBEC, LOCAL 1999

Peter Horsman, AIL

Jean-François Lavallée, Teamsters

Pierre Laplante, AIL

Christian Tremblay, Teamsters

Normand Noël, AIL

Stéphanie Lacombe, Teamsters

Hélène Tremblay, CFA, AIL

Guy Bissonnette, Teamsters

ANNEX "A" SALARY SCALE

PILOTS

**CO-PILOT
DASH-8**

	ACTUAL	July 1st 2010 +7%
1-	36117	38645
2-	37924	40579
3-	39819	42606
4-	40616	43459
5-	41428	44328

**CO-PILOT
HS-748**

	ACTUAL	July 1st 2010 +7%
1-	36117	38645
2-	37924	40579
3-	39819	42606
4-	40616	43459
5-	41428	44328

**CO-PILOT
KING AIR**

	ACTUAL	July 1st 2010 +4%
1-	27647	28753
2-	29031	30192
3-	30482	31701
4-	31092	32336
5-	31714	32983

**CO-PILOT
DHC-6**

	ACTUAL	July 1st 2010 +4%
1-	27647	28753
2-	29031	30192
3-	30482	31701
4-	31092	32336
5-	31714	32983

**CAPTAIN
DHC-8**

	ACTUAL	July 1st 2010 +7%
1-	64499	69014
2-	67723	72464
3-	71109	76087
4-	72533	77610
5-	73982	79161
6-	75462	80744
7-	76971	82348
8-	78511	84007
9-	80080	85685
10-	81682	87400

**CAPTAIN
HS-748**

	ACTUAL	July 1st 2010 +7%
1-	64499	69014
2-	67723	72464
3-	71109	76087
4-	72533	77610
5-	73982	79161
6-	75462	80744
7-	76971	82348
8-	78511	84007
9-	80080	85685
10-	81682	87400

**CAPTAIN
KING AIR**

	ACTUAL	July 1st 2010 + 4%
1-	50128	52133
2-	52634	54739
3-	55266	57477
4-	56372	58627
5-	57501	59801
6-	58650	60996
7-	59823	62216

**CAPTAIN
DHC-6**

	ACTUAL	July 1st 2010 + 4%
1-	50128	52133
2-	52634	54739
3-	55266	57477
4-	56372	58627
5-	57501	59801
6-	58650	60996
7-	59823	62216

FLIGHT ATTENDANTS

	ACTUAL	July 1st 2010 + 5%
Min.	23000	25200
1-	25655	28221
2-	27065	29773
3-	28555	31410
4-	30125	33139
5-	31782	34961
6-	33377	36708
7-	35040	38543

PROFIT SHARING

As well as the salaries described above, Crew members will have the right to participate in profit sharing as described thereafter:

The calculation formula for profit sharing will be the one used in the last three years preceding December 31 2003. The formula may be reviewed by the Company to reflect the actual profit status of the affected year. It is understood that such sharing only exists if there actually is profits.

FEES FOR HUNTING/FISHING CAMPS AND ICE STRIPS

For each landing made on an ice strip or on a runway not listed in the Canadian aerodrome list as published in the CFS, but being classified and part of the Company bush strips listing, Crew members will get a landing premium as follows:

A) Category # 1 :	Captain	\$35.30
	First Officer	\$17.76
B) Category # 2 :	Captain	\$39.60
	First Officer	\$20.00
C) Category # 3 :	Captain	\$44.00
	First Officer	\$22.20
D) Ice strip :	Captain	\$44.00
	First Officer	\$22.20

OFFSTRIP LANDINGS AND SKI FLYING

Offstrip landings will be paid as follows: The Captain will get \$88.00 per landing and the First Officer will get \$44.00 per landing. It will be for the Company thereafter to classify, categorize and grade this new bush strip as per the usual scale already in use.

Landings resulting from a ski operation will be paid as follows: The Captain will get \$100.00 per landing and the First Officer will get \$44.00 per landing. There will be no categorization of landing sites for this type of operations.

ANNEX "B"

**FORMULE D'ADHÉSION
MEMBERSHIP FORM
TEAMSTERS QUÉBEC
LOCAL 1999**



Affilié / La fraternité internationale des Teamsters
Affiliated / International Brotherhood of Teamsters
9393, rue Édison, bureau 100, Anjou (Québec) H1J 1T4
tél. : 514-355-1110 / fax : 514-493-6679 / ligne directe : 1-800-361-4781
courriel : info@teamsters1999.com

Je demande, par la présente, d'être admis comme membre de **TEAMSTERS QUÉBEC LOCAL 1999**, avec toutes les responsabilités que cela comporte.

I hereby apply for membership to **TEAMSTERS QUEBEC LOCAL 1999**, with all the required responsibilities.

(Affilié à la Fraternité Internationale des Teamsters, chauffeurs, hommes d'entrepôts et aides) **et j'autorise ses représentants à me représenter auprès de mon employeur pour négocier une convention collective de travail.**

(Affiliated to the International Brotherhood of Teamsters, Drivers, Warehousemen and Helpers) **and authorize its representatives to represent me in negotiating a collective agreement with my employer.**

Date _____ 20 _____

Nom _____
Name _____

Adresse, rue _____
Address, street _____

Ville _____
City _____

Tél.: (_____) _____ Code postal _____
Postal Code _____

Occupation: _____

No. d'assurance sociale _____
Social Insurance Number _____

Employeur _____
Employer _____

Proposé par _____
Proposed by _____

J'ai payé personnellement une somme de _____ \$ pour frais d'adhésion.
I personally paid _____ as admission fee.

oui/yes _____ Signature _____

N° 01236

ANNEX "C"

MISCELLEANOUS

- A) In the event of a lay-off pursuant to Section 15 of the present Convention, no Crew member having more than ten (10) years of seniority as a Crew member with the Company as of the time this collective agreement shall come into effect, shall be laid-off in priority to any Crew member having ten (10) years or less of seniority as a Crew member as at the date this Agreement shall come into effect.

- B) In the event of a technological change or a change of the enterprise exploitation mode having the effect of bringing a change in the Crew member's employment security or in the rights that they hold regarding the present collective agreement, a one hundred and twenty (120) days former advise will be given to the Union and from which time the parties will start negotiating to try to avoid and/or limit as much as possible the impact of such a change on the Crew members.

Voir tableau Annexe D ci-joint

- The Company reserves the right to revise the lists.
- Notwithstanding the foregoing, items marked with an * shall at all times form part of the uniform.

NOTE: The percentages in the columns entitled 'Initial' are applicable solely to new Crew members hired after the signature of the present Collective Labour Agreement.

ANNEX "D" (continued) ALLOCATIONS

ITEM	ALLOCATION	AMOUNT PER PAY
Dry cleaning (Uniform)	30\$ / month	13.85\$
Dry cleaning (Parka)	60\$ / 1 year	2.31\$
Gloves	75\$ / 1 year	2.89\$
Shoes	60\$ / 1 year	2.31\$
Winter boots	100\$ / 1 year	3.85\$
Cellular	35\$ / month	16.15\$

These amounts are not taxable

ANNEX "E"

PROFESSIONAL COMMITTEE

The parties agree as follow:

- 1- The **Pilots** have established a Professional Committee composed of **Pilots** only which are appointed by the Air Inuit **Pilots** group.
- 2- The purpose of the Professional Committee shall be to act as a reference authority for **Pilots** in regards to the performance of their duties as **Pilots**.
- 3- The mandate of the Committee, which may evolve, shall be:
 - a) to prepare recommendations and suggestions to the Company or the Union upon their request;
 - b) if it deems appropriate, to express its opinion on any matters of professional interest to **Pilots**.
- 4- The Committee shall submit its recommendations or suggestions within three (3) months of a request unless the Committee and the party who requested the recommendations or suggestions agree to a different deadline.
- 5- By-laws shall be adopted at the first meeting of the Committee.
- 6- Members of the Committee shall not suffer any pay decrease as a result of the time spent doing Committee when such work has been requested by the Company and if the Company approved the time spent doing Committee work. In the event that the Company requests a Committee meeting on a day where one or more members of the Committee are on a day off, the time spent at the meeting shall be deemed to be working hours for the said members.

LETTER OF UNDERSTANDING #1

In spite of the arrangements included in Section 6, articles 6.01, 6.03 and 6.05, all parties agree that Ms Hélène Tremblay is exempted from these clauses, in the event that she returns to work as a Flight Attendant. She will not displace anyone, nor will not enter in conflict with block scheduling, vacation or holiday choice with any other Flight Attendants.

LETTER OF UNDERSTANDING #2

Included in the Agreement

LETTER OF UNDERSTANDING #3

Included in the Agreement

LETTER OF UNDERSTANDING #4

Included in the Agreement

LETTER OF UNDERSTANDING #5

Included in the Agreement

LETTER OF UNDERSTANDING #6

Included in the Agreement

Collective agreement
LETTER OF UNDERSTANDING #7

**Subject: Terms of application of Section 15 New Equipment:
Boeing 737-200**

Included in the present letter of agreement are;

1. **General conditions:** For the first 18 months period following pilot's simulator PPC on the Boeing 737, all crew members that had been selected will notice certain sections of the collective agreement be modified occasionally at the request of Air Inuit, in good faith, in view to facilitate the starting of the Boeing project. The terms of this letter of agreement will have no effect on any seniority rules contained in the collective agreement.
2. **In Charge:** shall mean a qualified Flight Attendant who, in addition to his duties as a Flight Attendant is responsible in the execution of all enroute cabin services, ground duties and station duties as required by the Company. An In Charge Flight Attendant shall be compensated as per Annex 'A' and additionally as follows:
 - **0-12 months:** \$6.50/flight time
 - **13-24 months:** \$7.20/flight time
 - **25-36 months:** \$8.00/flight time
3. ***Section 8.08:** Notwithstanding Section 8.08 in the case where a pilot gets promoted to a Boeing position; he could be requested to occupy that position for a thirty six-month period. After 36 months, he may bid on other posted positions if there is a vacant position or new position available but no bumping down is allowed.
4. ***Section 8.09:** Notwithstanding Section 8.09 in the event of a Boeing position that becomes available, a pilot shall be allowed to apply for a lower-paying vacant or new position.

5. Retirement Allowance Plan: Having attained a minimum of 55 years of age and having attained 80 points, upon retirement the employee will be entitled to 1 month of salary per year of service at his/her average annual remuneration (as per section 2.5.5.1 b of the Policy Manual) over the last three (3) years of service with Air Inuit, to a maximum of 24 months. In particular cases, the company may at its own discretion modify the average annual remuneration for an employee who has been disadvantaged for operational reasons at the request or concurrence of the company.

6. Section 14.04 a) and Section 22.02

- a. Additionally to the contents of these two sections, a Captain that occupies a First Officer position on the Boeing will maintain his salary for a 12 months period, including a 6 month probation period after which, he will be subject to the First officer Boeing salary scale published herein unless there is an open position as a Boeing Captain subject to the provisions of the present collective agreement. In the event that there is no vacation or no new position available the said Captain will enter the First Officer salary scale at level 3 and get a level change every year thereafter on his anniversary date up to level 5. This condition will remain available for Captains only during the first five years following the signing of the present letter of agreement.
- b. Where the 6 month evaluation does not prove successful, the candidate will have the choice to return to his/her previous position and salary or make use of the provision of Section 26.08.

7. Crew scheduling: Notwithstanding Section 13A.03 b) for the building of the Boeing work schedule, the Boeing work will be currently prepared by the Company as per a bid system whereas a qualified Boeing pilot will identify his choice of schedule posted by the Company before the next block begins. There could be a mix of DH8 and Boeing flights build into the Boeing's bid schedule. For a qualified crewmember a reserve day could cover both the B-737 and the DH8. A flight attendant that does not wish to bid on the Boeing work will send his request for days off as usual to Crew sked and will be assigned a DH8 block according to the provisions of the present collective agreement.

8. Section 26.14 and Section 26.15 Notwithstanding these sections and regardless of his years of service, a pilot who receives initial training on the Boeing type and who leaves the Company either voluntarily or by dismissal for cause within the thirty six (36) month period following such training, shall reimburse a percentage of his training costs as follows, up to a maximum of Twenty Thousand Dollars (\$20,000.00):

- Leaves within 0 – 12 months:
100% of training costs
- Leaves within 12 – 18 months:
75% of training costs
- Leaves within 18 – 24 months:
50% of training costs
- Leave within 24 – 36 months:
25% of training costs

9. *Pilots Salary scale Boeing 737-200:

B-737 Captain		B-737 F/O	
1-	100920	1-	59038
2-	106920	2-	61990
3-	113400	3-	65090
4-	120000	4-	68344
5-	126000	5-	70000

This letter of understanding shall come into force at the signature date and shall continue to remain in effect until June 30th, 2014, with reopening with regard to Boeing salaries for all subsequent years after 2011.

In witness thereof, the representative of the parties have signed in Dorval, Quebec on this day of the month of February 2008.

FOR AIR INUIT

FOR THE TEAMSTERS UNION

Normand Noël, AIL

Guy Bissonnette, Teamsters

Peter Horsman, Pres, AIL

Christian Tremblay, Teamsters

Pierre Laplante, AIL

Jean-François Lavallée, Teamsters

Hélène Tremblay, CFA, AIL

Stéphanie Lacombe, Teamsters

Collective Agreement
Letter of Understanding # 8

Subject: Boeing 737-200 Salary scale

Notwithstanding the content of L.O.U. # 7 which remains valid, the purpose of this Letter # 8 is to modify only Article 10. 'Salary scale'.

For the duration indicated below, the following scale will apply :

B-737 Captain		B-737 F/O	
1-	102940	1-	60220
2-	109060	2-	63230
3-	115668	3-	66392
4-	122400	4-	69711
5-	128520	5-	71400

This Letter of Understanding #8 shall come into force at the signature date . This scale will remain in effect for a period of 3 years, with revision to salaries June 30th, 2013.

IN WITNESS WHEREOF, the representatives of the parties have signed in Dorval, Quebec on this _____ day of the month of _____, 2011

AIR INUIT LTÉE

TEAMSTERS QUÉBEC, LOCAL 1999

Normand Noël, AIL

Guy Bissonnette, Teamsters

Peter Horsman, Président, AIL

Christian Tremblay, Teamsters

Pierre Laplante, AIL

Jean-Francois Lavallée, Teamsters

Hélène Tremblay, CFA, AIL

Stéphanie Lacombe, Teamsters

**LETTER OF INTENTION
(NOT INCLUDED IN THE PRESENT AGREEMENT)**

The negotiating committee will meet to jointly study the feasibility of establishing Base Crewmember positions (positions de membre d'équipage local) for the Northern bases. The results of that study will be subject to approbation by the crewmembers.