

SOURCE	CII		
EFF.	97	12	09
TERM.	01	11	30
NO. OF EMPLOYEES	60		
NOMBRE D'EMPLOYÉS	70		

**AGREEMENT NO. 02**

Between

**CALM AIR INTERNATIONAL, LTD.**

*Calm Air*  
Canadian Partner

and

**THE AIR LINE PILOTS**  
in the service of

**CALM AIR INTERNATIONAL, LTD.**

as represented by

**THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**



**ENTERED**

12481 (01)

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**PREAMBLE**

This Agreement is made and entered into by and between Calm Air International Ltd. operating as **Calm** Air, hereinafter referred to as the "Company", and the Pilots in the employ of Calm Air International Ltd., as represented by the Air Line Pilots Association, hereinafter referred to as the "Association".

In the making of this Agreement, the parties hereto recognize the objectives of promoting the safety of air transportation, the efficiency and economy of flight operations and the high quality of customer service. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation **are** essential for mutual benefit and in the public interest and for the intent and purpose of this Agreement.

Pilots will keep uppermost in their minds that the safety, comfort and well being of the customers **who** entrust their lives and properly **to** them are their **first** and greatest priority.

Pilots will at all times conduct themselves, both on duty and off, **so** as to instill and merit the confidence and respect of customers, the Company and their fellow employees.

During the **term** of this Agreement there will not be any strikes or lockouts.

**SECTION 1****GENERAL SCOPE****1.1            RECOGNITION**

1.1.1            In accordance with the certification issued 30 January, 1995 by the Canada Labour Relations Board, or as may be amended, the Company **recognizes** the Air Line Pilots Association as the sole bargaining agent for the pilots in the employ of the Company.

1.1.2            This Agreement shall not cover the Chief Pilot and pilots above that rank.

**1.2            FLYING OF COMPANY AIRCRAFT**

1.2.1            Only pilot(s) whose name(s) appear on the Pilot Seniority List shall be **assigned** to any revenue flight as crew members on aircraft **operated** by Calm Air International Ltd., except as otherwise provided in this **Agreement**.

1.2.2            Notwithstanding the above, the Company retains the right to enter into wet leases on a temporary basis, due to lack of suitable aircraft or pilots for reasons beyond the Company's control, provided that it does not do so for the purpose of furloughing members of the bargaining unit.

1.2.3            This Agreement contemplates that pilots **shall** devote their **entire** flying service to the Company, and shall not engage in any other flying (private or commercial) that may interfere with their ability to serve the Company, unless Company approval is otherwise **granted**.

**1.3            ISSUANCE OF AGREEMENT**

1.3.1            The Company shall, no later than thirty (30) calendar days after signing the Agreement, distribute the Agreement to the Pilots. All costs for printing and new binders shall be shared equally by the parties.

1.3.2            The Company agrees to distribute all **current** Letters of Understanding to all pilots, within thirty (30) calendar days **after** their respective signing dates, with the cost for this to be shared equally by the parties.

**1.4            GENERAL**

1.4.1            Any problems which arise during the term of this Collective Agreement may be discussed between the Company and the Association and any amendments arising from such discussion will be made in writing by mutual agreement between the Company and the Association.

- 1.4.2 It is understood that any references contained within **this** Agreement to ~~the~~ masculine gender shall also pertain **to** the feminine gender. Any ~~references to the~~ singular shall also pertain **to** the plural where appropriate.
- 1.4.3 In the event that the Company changes ownership, merges with another company ~~or~~ in any way changes its corporate identity, this Agreement will remain in full **force** and effect and the recognition now in effect issued **by** the Canada Labour Relations Board shall not be affected in any way except **as** otherwise governed or directed by the **Board**. The Company further **agrees** to ~~enter~~ into negotiations with the Association relative **to** protection **of** employees' seniority and other conditions of **this** Agreement. Failing settlement, provisions of the Canada Labour Code will apply.

**SECTION 2**

**MANAGEMENT RIGHTS**

The Association recognizes that the Company has the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company, its affairs and the direction of **employees**, all of which are fixed exclusively with the Company.

**SECTION 3**

Months of Service	Captain 30 Nov. 97	Add 2%	Add CPI	Captain 01Dec. 97	62% = F/O 01 Dec. 97
0-12	54.26	55.35	55.35	55.35	34.32
13-24	55.35	56.46	56.46	56.46	35.01
25-36	56.45	57.58	57.58	57.58	35.70
37-48	57.58	58.73	58.73	58.73	36.41
49-60	58.73	59.90	59.90	59.90	37.14
61- plus	59.91	61.11	61.11	61.11	37.89

i) HS 748, Captain and F/O, 01 December, 1997 rates will increase by 2% and the National CPI for that year on 01 December; 1998, 1999 and 2000.

b) **SF 34** - Indicated Per Credit Hour

Months of Service	Captain 30 Nov. 97	Add 3%	Add CPI	Captain 01Dec. 97	62% = F/O 01 Dec. 97
0-12	47.34	48.76	48.76	48.76	30.23
13-24	48.29	49.74	49.74	49.74	30.84
25-36	49.25	50.73	50.73	50.73	31.45
37-48	50.23	51.74	51.74	51.74	32.08
49-60	51.24	52.78	52.78	52.78	32.72
61- plus	52.27	53.84	53.84	53.84	33.38

3.1.2 Under 12,500 lbs Rates of Pay:

a) DHC 6 - Indicated Per Credit Hour.

Months of Service	Captain 30 Nov. 97	Add 2%	Add CPI	Captain 01 Dec. 97	60% = F/O 01 Dec. 97
0-12	35.83	36.55	36.55	36.55	21.93
13-24	36.55	37.28	37.28	37.28	22.37
25-36	37.29	38.04	38.04	38.04	22.82
37-48	38.03	38.79	38.79	38.79	- 23.27
49-60	38.79	39.57	39.57	39.57	23.74
61- plus	39.56	40.35	40.35	40.35	24.21

Months of Service	Captain 30 Nov. 97	Add 2%	Add CPI	Captain 01 Dec. 97	60% = F/O 01 Dec. 97
0-12	24.63	25.12	25.12	25.12	15.07
13-24	25.12	25.62	25.62	25.62	15.37
25-36	25.63	26.14	26.14	26.14	15.69
37-48	26.14	26.66	26.66	26.66	16.00
49-60	26.66	27.19	27.19	27.19	16.31
61- plus	27.19	27.73	27.73	27.73	16.64

- i) Pa 31, Captain and F/O, 01 December, 1997 rates will increase by 2% and the National CPI for that year on 01 December, 1998. Then 2.5% and the National CPI on December 01, 1999 and 2000.



3.1.3 Other special pay allowances are as follows:

- a) "A" Check Pilot - regular salary + \$ 3,000 per year.
- b) "B" Check Pilot - regular salary + \$ 2,000 per year.

Note: A pilot with both "A" and "B" check authority shall receive both special pay allowances as specified in a and b above.

- c) Pilots receiving or providing training will receive flight credit hours as specified in this Agreement.
- d) For pay purposes only, pilots providing training will receive premium pay for a training session.

3.2 **GENERAL**

3.2.1 Pilots shall be paid according to the type of aircraft flown and the position titled, except as otherwise provided in this Agreement. If the Company requires a pilot to be able to fly on more than one type of aircraft his monthly guarantee, vacation and statutory holiday entitlements will be based on the higher ranking position.

3.2.2 (a) A captain shall be paid based on cumulative years of service as a captain on aircraft in the over 12,500 pound class, or the under 12,500 pound class, provided there is no break in the employment relationship.

e.g. • A captain with two completed years service on an aircraft in the over 12,500 pound class who is assigned to a captain's position on another aircraft in that class, will receive the third year rate for such work. A captain with two completed years service on an aircraft in the under 12,500 pound class, who is assigned to a captain's position on an aircraft in the over 12,500 pound class, will receive the starting rate for such work.

(b) A first officer shall be paid based on years of service as a pilot on aircraft in the over 12,500 pound class, or the under 12,500 pound class, provided there is no break in the employment relationship.

e.g. • A first officer with two completed years service on an aircraft in the under 12,500 pound class, who is assigned to a first officer's position on an aircraft in the over 12,500 pound class, will receive the starting rate for such work.

(c) A captain on an aircraft in the under 12,500 pound class assigned to a first officer's position on an aircraft in the over 12,500 pound class, shall be credited with such captain's service when determining the pay grade as the first officer, provided there is no break in the employment relationship.

e.g. • A captain with two years completed service on an aircraft in the under 12,500 pound class who is assigned to a first officer's position on an aircraft in the over 12,500 pound class, will receive the third year rate for such work.

- 3.2.3 When a Captain is temporarily assigned as a First Officer on the same aircraft type, he shall maintain his current rate of pay as a Captain for that type.
- 3.2.4 Pay period(s) will be on a twice monthly basis. Wages will be paid as of the 15th of the month and on the last day of the month, within three (3) banking days.
- 3.2.5 The pay due as of the end of the month will be one half the applicable monthly guaranteed hours at the applicable hourly rate, plus all adjustments, including overtime and allowances for the prior month, less the required deductions. The pay due on the fifteenth (15) of the month will be one half the applicable monthly guaranteed hours at the applicable hourly rate less the required deductions.
- 3.2.6 Any pay or expense discrepancies, for which the Company is at fault, under one hundred dollars (\$100.00) will be paid on the next regular pay or expense cheque. Any discrepancies over one hundred dollars (\$100.00) will have a separate cheque issued within three (3) banking days of the discovery of the discrepancy.
- 3.2.7 When a pilot undergoes line indoctrination he will be paid at the rate appropriate to the assignment, provided the pilot is fulfilling a crew member's position. When a pilot undergoes training as the result of a bid award, he will be paid for the training at the rate appropriate to the assignment.
- 3.2.8 Pilots while on vacation or statutory holidays shall continue to receive four (4) credit hours per day.
- 3.2.9 No training or check ride shall be required on a guaranteed day off except as the result of a failure of a previous check ride.
- 3.2.10 A pilot assigned duty on a guaranteed day off shall be paid at the overtime rate for such duty, and be granted another guaranteed day off within the current block month if possible, otherwise be scheduled an additional guaranteed day off in the following month. This does not apply to a pilot who is undergoing training or a check ride on a guaranteed day off as the result of a failure of a previous check ride.
- A pilot assigned duty on a statutory holiday shall be paid at the overtime rate for such duty, and be granted another statutory holiday that may be bid in a subsequent month.

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- 3.2.11 When a change in permanent assignment necessitates a change in rate of pay, such change shall become effective:
- a) in the case of movement to a higher pay scale assignment,
    - i) effective date of the bid award
    - ii) date of first revenue flight in that assignment  
whichever occurs first.
  - b) in the case of movement to a lower pay scale assignment,
    - i) date of first revenue flight in that assignment
- 3.2.12 A pilot will be considered not available for work when he is not able to work on a given day, including because of a leave of absence, absence due to medical reasons for which he/she is not entitled to sick leave without loss of pay, failure to report for assigned work, furlough, suspension, loss of qualifications to perform the work, dismissal or resignation. The monthly minimum will be reduced by one-thirtieth (1/30th) for every calendar day during that month that a pilot is not available for work.
- 3.2.13 First officers qualified to fly as captains shall be paid at the captain's rate only when assigned by the Company to be Pilot In Command of a flight in the case of unexpected circumstances. The Company will not utilize more than one (1) such pilot on any aircraft type, and this will be done on the basis of seniority, unless the senior pilot has not yet achieved the qualifications.
- 3.3 **PAY - OVERTIME**
- 3.3.1 Credit hours in excess of the applicable maximum monthly bid block in any calendar month will be paid the overtime rate. The monthly maximum shall be calculated by totalling all credit hours in a calendar month, except hours for which the overtime rate of pay has already been paid, and except hours paid out of a pilot's sick bank.
- 3.3.2 Any pilot assigned duty on a guaranteed day off or statutory holiday will be paid at the hourly overtime rate.
- 3.3.3 The hourly overtime rate shall be 1.5 times the pilot's appropriate hourly rate.

**SECTION 4****HOURS OF SERVICE**

- 4.1 For all aircraft:
- a) For the months of June through October
    - i) Pilots shall be expected to bid ninety (90) credit hours per month;
    - ii) The minimum monthly guarantee shall be seventy-five (75) credit hours per month.
  - b) For the month of November through May
    - i) Pilots shall be expected to bid eighty-five (85) credit hours per month;
    - ii) The minimum monthly guarantee shall be seventy-five (75) credit hours per month.
- 4.2 The monthly maximum of flight credits shall be one hundred (100) hours per pilot. The Company may request due to pilot resignations/incapacities or unexpected/unplanned business opportunities extra flying up to the MOT maximum for up to three months per year. Such requests shall not be unreasonably withheld. Information as to flight credits over one hundred (100) hours per month per pilot shall be provided to the Association on a once monthly basis.
- 4.3 When a change in calendar date occurs during a duty period, the date on which the duty period began shall be used when determining the period to which the credits will be applied.
- 4.4 The maximum scheduled duty period shall be fourteen (14) hours.
- 4.5 The Company shall not interrupt a pilot's minimum crew rest in order to assign him duty. Any interruption of the minimum crew rest shall constitute a recommencement of that minimum crew rest.
- 4.6 An on-duty period shall commence:
- a) at a scheduled deadhead departure, or
  - b) forty-five (45) minutes prior to a scheduled flight departure at a maintenance base. or
  - c) one hour (1) prior to a scheduled flight departure when the flight is originating away from a maintenance base, or
  - d) at the required report time for a training session.

- 4.7 An on-duty period shall end:
- a) fifteen **(15)** minutes after the actual gate arrival of a last flight, or
  - b) where a flight is terminating away from a maintenance base thirty **(30)** minutes, or
  - c) at the end of a training session, or
  - d) when released from all duty.
- 4.8 The minimum ~~off~~ duty period between any two duty periods will be ten (10) hours, which may be reduced to nine **(9)** hours and fifteen **(15)** minutes with the consent of the pilot.
- 4.9 The maximum number of consecutive working days shall not exceed seven **(7)** days without the consent of the pilot.
- 4.10 Each pilot shall be guaranteed a minimum of ten (10) guaranteed days ~~off~~ per month at his home base.
- 4.11 Pilots required to perform aircraft test flights or maintenance ground runs prior to or after a scheduled flight shall be credited with actual flight time or ground run time with a minimum of one half hour (0.5) credit hours.
- 4.12 **A** pilot required to perform a check ride shall be credited with the actual flight time with a minimum of four **(4.0)** hours flight credit.

4.13 Pilots shall earn credits based on the greater of the following:

- a) The scheduled flight time.
  - i) The agreed scheduled miles as divided by the agreed aircraft speeds will be used to develop a scheduled flight time.
  - ii) For new destinations and charters the GPS direct mileage converted to statute miles divided by the agreed aircraft speeds will be used to develop the scheduled flight time.
  - iii) Agreed aircraft speeds are as follows:

<b>HS748</b>	<b>240 miles per hour</b>
SF34	270 miles per hour
<b>DHC6</b>	<b>180 miles per hour</b>
<b>PA31</b>	<b>180 miles per hour</b>
  - iv) for each sector, add six (6) minutes for taxiing for aircraft over 12,500 pounds, and five (5) minutes for those less than 12,500 pounds;
  - v) if the actual flight time for the duty period exceeds the scheduled flight time by more than ten percent (10%) such additional time will be credited, if the excess arises due to circumstances beyond the pilot's control;
  - vi) the parties will meet quarterly to ensure that the scheduled flight times are kept current and accurate, which will be adjusted as required.
- b) A minimum of four (4) hours credit for each duty period.
- c) One (1) hour credit for each two (2) hours of a duty period.
- d) One (1) hour credit for each four (4) hours in a trip period.

**SECTION 5****SCHEDULING****5.1        GENERAL**

- 5.1.1        Pairings shall be prepared by the Chief Pilot. The Company shall be responsible for maintaining and tracking all flight times for the purpose of payroll. Pilots shall provide completed time sheets as required by the Company to assist in this process.
- 5.1.2        The Association will designate one scheduling representative for each of the **HS 748**, the **SAAB 340**, and those aircraft less than 12,500 lbs to participate in the crew scheduling process. The Association's Scheduling Representatives (ASRs) will be scheduled on their monthly block for crew scheduling duties.
- 5.1.3        The ASR's will receive a stipend equal to four **(4)** credit hours per month at the mean (average) rate for the aircraft they are scheduling in lieu of flight credits. Positive space travel for ASR's shall be provided by the Company for scheduling meetings with the Company. Any expenses incurred by the ASR's shall be reimbursed by the Association.
- 5.1.4        The monthly schedule will be issued by the Company by the twenty-sixth (26th) calendar day of the month prior to the month being scheduled. Should a pilot quit without providing two **(2)** weeks notice, the Company may, without penalty, delay issuing (or re-issue) the schedule up to the last day of the month.
- 5.1.5        The monthly schedule published by the Company shall include a pairing summary of all known flight crew requirements. The monthly schedule shall include, but not be limited to, the following:
- a)        identification of pilot by name
  - b)        identification of work assignments and/or status (including Company required deadheading)
  - c)        Vacation days
  - d)        Statutory holidays
  - e)        Guaranteed days off
  - f)        Association business flight release days.

**5.2        BLOCK CONSTRUCTION**

- 5.2.1        The production and amendment of the schedule will be the responsibility of the Chief Pilot with the participation of the designated ASR's to ensure the provisions of the Agreement are met.

- 5.2.2** The schedule will be constructed ensuring all operational requirements of the Company are met. This shall take into account the qualifications and availability of the pilots, their seniority and scheduling preferences while adhering to the scheduling provisions of this Agreement. Requests will be awarded in accordance with seniority with senior pilots being scheduled to their monthly maximum bid.
- 5.2.3** On or before five PM (17:00 Local) on the fifteenth (15th) of each month, the Company will provide the Pilots with the bidding package which will contain the following:
- a) pairings containing all known flying and assigned credit to the pairing for their particular aircraft type(s),
  - b) names and dates of known vacation,
  - c) block overlap,
  - d) training,
  - e) check rides,
  - f) ground school periods,
  - g) approved leaves of absence,
  - h) Association business flight releases,
  - i) any extra reserve assignments, any temporary assignments,
  - j) pairing restrictions or limitations, due to rules or regulations, required qualification or safety considerations,
  - k) any other information that may be required for block building.
- 5.2.4** Pilots shall submit completed Block Request Forms for scheduling preferences to the Chief Pilot no later than five PM (17:00 Local) on the twenty-first (21st) of the month previous to the monthly block period affected.
- 5.2.5** Except as provided in Section 5.1.4, blocks altered due to circumstances beyond the Company's control will not affect previously scheduled guaranteed days off.
- 5.2.6** A Pilot may submit, and identify, a long standing Request Form identifying his scheduling preferences. In such instances this request will stand until the Pilot submits a further Request Form. If no Block Request Form is received by closing time, the ASR shall revert to the Pilot's long standing request form.
- 5.2.7** A Pilot may request days off immediately before and/or after his scheduled annual vacation or bid statutory holidays. The first request for days off associated with the Pilot's vacation or statutory holiday blocks shall take precedence over requests of pilots more senior who do not have any vacation or statutory holidays blocked.



- 5.2.8 Vacation periods, statutory holidays, block overlap, recurrent training, check rides, ground school periods, credit time and flight assignments for line indoctrination will be placed on a pilot's block prior to any requests.
- 5.2.9 There will be a minimum scheduled **off** duty period of ten (10) hours between any two duty periods. This may be reduced to a minimum of nine (9) hours and fifteen (15) minutes with the consent of the Association.
- 5.2.10 Individual pilot schedules (blocks) will be built up to a maximum of **six** (6) consecutive days of work. Pilots scheduled for **six** (6) consecutive working days shall then receive not less than two (2) consecutive days off.
- This shall not preclude the Company from scheduling a pilot for more than six (6) consecutive working days, or to receive less than two (2) consecutive days **off** following a six (6) or more day block, with the consent of the ASR. Blocks should be prepared to avoid multiple maximum duty days combined with minimum rest periods and maximum landings.
- 5.2.11 A Pilot working a partial month due to being newly hired, returning from long term sick leave, or leave of absence shall have his guaranteed days **off** prorated.

### 5.3 SCHEDULING PROBLEMS/ERRORS/CHANGES

- 5.3.1 If problems arise during the block building or the scheduling process and all scheduling rules have been followed, the Association and the Company will consult on how the problem will be resolved.
- 5.3.2 Pilots affected by errors discovered in the published pilot schedule and/or minor changes required after the commencement of the period to which the schedule pertains will be notified immediately **of** the changes.
- 5.3.3 The Company agrees that major changes to the published schedule will be made with the participation of the Association.

### 5.4 PAIRING EXCHANGE

Subject to advance approval by the Chief Pilot or his designate, pilots will be allowed to trade schedules or portions thereof. Pilots wishing to make such trades shall put their request in writing with the date, names and signatures of the relevant parties.

**5.5 RESERVE**

**5.5.1** The reserve period within the scheduled reserve day shall not exceed fourteen **(14)** consecutive hours.

The normal starting time for the reserve period shall be 06:00, local time. The start time may be changed provided the reserve pilot is advised at least ten (10) hours prior to the new start time.

The total time from reserve period commencement until the pilot is released from any assigned flight duty shall not exceed nineteen **(19)** hours. (e.g. A pilot commencing a reserve period at 06:00 who begins flight duty at 20:00 must be released from flight duty no later than 01:00 the next day.)

**5.5.2** A reserve pilot shall be considered on call at all times during his reserve period. The pilot shall advise Dispatch where he can be reached by telephone.

**5.5.3** A reserve pilot shall be given not less than sixty-five **(65)** minutes to report for duty, but in any event will do so as quickly as reasonable.

**5.5.4** For the purpose of pay, a reserve pilot will not be considered on duty until such time as he has been called in. As such, reserve pilots will not be eligible for flight credit compensation until receiving a call in for duty. Upon reporting for duty, he will then be eligible to receive flight credit under the provisions of this Agreement.

**5.5.5** Pilots who wish to avail themselves of additional flying on an on-call basis may have their names placed on a list, to be called in as required by the Company.

**5.5.6** Any Pilot who bids for and is scheduled for at least the applicable minimum monthly flying block shall not be scheduled or reassigned to reserve duty. Should a Pilot's seniority not entitle him to a block of at least the minimum monthly guarantee his block may be filled with reserve duty. A reserve duty period shall be given a four **(4)** hour flight credit for blocking purposes only. (i.e. to determine the number of reserve duty periods required to bring his block to the minimum monthly guarantee).

**5.5.7** Once the Pilot has reached the minimum monthly guarantee he will be released from any further reserve duty in the block month. A Pilot shall notify the Company when he has reached the minimum monthly guarantee through reserve assignment.

**5.6 REASSIGNMENT**

- 5.6.1 When a blockholder's pairing or portion of a pairing is cancelled, changed or displaced, he may be released from duty or reassigned.
- 5.6.2 A pilot who reports for a flight that does not operate may be reassigned, however, his duty period shall commence at the reporting time of his first assigned duty.
- 5.6.3 If a reassignment results in an over-projection for a pilot, the Company may have a subsequent pairing(s) removed.
- 5.6.4 A pilot may be reassigned to operate other flights within his available duty period provided that if not originally scheduled for an overnight pairing he shall not be reassigned to an overnight pairing without his consent.

**5.7 DRAFTING**

- 5.7.1 The Company may draft pilots on scheduled days **off** when all other pilots, including available reserves, have been utilized.
- 5.7.2 The Company is not required to draft a pilot on a Guaranteed day off, or if to do so will result in the pilot being paid a premium rate for flight duty. However, when it becomes necessary to draft such a pilot, the Company will attempt to reach qualified pilots in order of seniority, with the junior qualified pilot being required to do the work if the senior pilot refuses.
- 5.7.3 No **Pilot** shall be obligated to accept a draft during a scheduled vacation period.

**5.8 IRREGULAR OPERATIONS**

- 5.8.1 In the event of an unscheduled layover away **from** home base, due **to** weather or mechanical causes, the pilot may be required to operate the first available flight back to home base.
- 5.8.2 The Company will make every effort to return the affected pilot to his original schedule as soon as possible.

**SECTION 6****SENIORITY****6.1      GENERAL**

**6.1.1**      **A** Pilot Seniority List **for** pilots shall be established. Such list shall contain the names and status of all pilots as well as their respective seniority dates. Pilots shall be assigned a seniority date and number upon being employed full time as a pilot by the Company.

**6.1.2**      The Company is responsible for maintaining the Pilot Seniority **List**. The Pilot Seniority List will form part of this Collective Agreement and is attached hereto **as** "Appendix A".

**6.1.3**      The Company shall publish a Pilot Seniority **List** which is to be updated semi-annually on January 31st and July 31st. A copy **of** the List is to be posted on the Bulletin Boards or in the Flightcrew **Bulletin Book** at each place where pilots are based. The list shall be open for correction for a period **of** sixty (60) calendar days from date of posting, on presentation **of** proof of **error** by a pilot or a representative **of** the Association.

**6.1.4**      **A** pilot performing non-flying, supervisory or management duty shall retain and accrue seniority. When a pilot is released from such position, he may exercise his seniority, for which he is qualified **as** per Section 6.2.3.

**6.2      APPLICATION OF SENIORITY**

**6.2.1**      Subject to the provisions **of** this Agreement, and the MOT regulations, Pilot seniority shall govern awarding of assignments, furlough and recall, changes in required staffing, vacation periods, and scheduling.

**6.2.2**      Where two or more pilots are employed on the same date, their precedence on the Pilot Seniority List will be determined by **a** lottery in a manner acceptable to the Company and the Association.

**6.2.3** A Pilot returning from Managerial, non-flying or Supervisory duties must file a statement of preference and shall:

- a) be awarded a position, according to his seniority at the time ~~of~~ return, by reviewing all position awards that occurred while he held a status described above, beginning with the most recent.
- b) if he is not awarded, or does not accept, a position as described in (a) he shall return to his previous position providing his seniority entitles him to hold that position.
- c) a Pilot returning from a status described above may exercise his seniority to displace a junior pilot in accordance with (a) and (b) above.

**6.3** LOSS OF SENIORITY

**6.3.1** A Pilot shall lose his seniority and be deemed to have left the employ of the Company if he:

- a) resigns,
- b) is discharged for just cause,
- c) is retired subject to mutual agreement between the Company and the Association.
- d) fails to return from furlough or is not recalled from furlough subject to the provisions of Section 17, FURLOUGH **AND** RECALL.

**SECTION 7****SUPERVISORY AND MANAGEMENT PILOT FLYING**

- 7.1 Supervisory pilots shall be bound by the terms and conditions of the Collective Agreement unless otherwise specified herein.
- 7.2 Nothing in this Agreement shall restrict the Company's rights to transfer employees to non-flying, supervisory, or management duties with their concurrence or the right to withdraw employees from such non-flying, supervisory, or management duties.
- 7.3 A pilot returning from Managerial, non-flying or Supervisory duties will be able to return to line flying in the status his seniority will allow him to hold as specified in Section 6.2.3.
- 7.4 A management pilot may perform such flying as required by the Company up to a maximum of forty (40) flight hours per month (exclusive of training). Any hours in excess of this shall require the consent of the Association, which shall not be unreasonably withheld. Information as to hours flown by management pilots will be made available to the Association on a once monthly basis.
- 7.5 Once scheduled, a pilot will not normally be replaced on a flight by a supervisory and/or management pilot, except in exceptional circumstances. If so removed, he may be reassigned by the Company according to operational requirements, but will receive the greater of the scheduled flight or the reassigned flight credits.

**SECTION 8****PROBATION**

- 8.1 New pilot(s) will be required **to serve** a probation period of six (6) months of cumulative service with the Company from their date of hire. During the probation period, the Company has the sole discretion to retain or discharge any probationary pilot. A probationary pilot shall be entitled to file a grievance in accordance with the provisions of Section 22, GRIEVANCE PROCEDURE, with no recourse **to** arbitration.
- 8.2 A probationary pilot who is furloughed and then recalled for duty shall be credited with his previous period of employment in fulfilling his probation period.
- 8.3 No Pilot shall be required by the company to serve more than one (1) Probationary Period.

**SECTION 9****FILLING OF ASSIGNMENTS****9.1 BASES**

**9.1.1** For the purpose of this Agreement, the following locations will be recognized as pilot bases:

- a) CYWG
- b) CYTH

All pairings, including deadheading, will initiate and terminate from a pilot base.

**9.1.2** If new pilot bases are introduced into the system, the Company **and** the Association will enter into negotiations for the purpose of establishing terms and conditions of such base. If possible, terms and conditions shall **be** established prior to the date the base becomes operational. If not, the Company shall establish the terms and conditions and any subsequently agreed to or arbitrated change will be effective as agreed to or as directed by the arbitrator.

**9.1.3** Negotiations shall begin within seven **(7)** calendar days after a request for such negotiations has been made by either party. If an agreement can not be reached, the difference may be submitted by either party **to** the next available arbitrator as listed in the Arbitration Section of this Agreement. The arbitration will take place within fourteen **(14)** calendar days of the referral to arbitration, and the arbitrator will render his **or** her decision within seven (7) calendar days of the conclusion of the arbitration.

**9.1.4** In the event new pilot bases are added, positions will be bulletined in accordance with Section 9, FILLING OF ASSIGNMENTS.



**9.2 BIDDING ON PERMANENT/TEMPORARY ASSIGNMENTS**

9.2.1 When a vacancy for a permanent or temporary assignment occurs, the Company shall post a notice for seven (7) calendar days and send a copy to the Association. This notice shall contain at least the following information:

- a) status
- b) pilot base
- c) equipment
- d) effective date
- e) closing date of posting
- f) qualifications
- g) duration

9.2.2 Any pilot (including one who is out of service, provided he is reasonably expected to be available for work) may submit a bid in writing to the Chief Pilot by the closing date.

9.2.3 The Company will make a reasonable effort to ensure that pilots on vacation will be notified of a vacancy, provided the Company has been asked to do so. Pilots are responsible for providing the Company with a reasonable means of contact.

**9.3 AWARDING ASSIGNMENTS**

9.3.1 All permanent/temporary assignments will be filled in accordance with seniority provided that all minimum requirements contained in the MOT Regulations and this Collective Agreement are met, and the pilot is acceptable to the Chief Pilot. If no applications are received from such pilots, the Company may (in its discretion) assign the most junior pilot or hire a new pilot. A pilot successfully bidding a position vacancy may be frozen at Company discretion for a period of up to six (6) months. The Company may at its discretion waive such freeze period in order of seniority.

9.3.2 Within fourteen (14) calendar days after the closing date of the posting the Company will inform the successful candidate(s) and advise the Association of the award(s).

9.3.3 Temporary assignments may be made when there are insufficient Pilots of required status on permanent assignment at that base to cover all flights on that equipment. These temporary assignments may be filled from within that base.

- 9.3.4** Pilots on temporary assignment at another base will be on expenses as outlined in Section 19, EXPENSES, **LODGING** AND TRANSPORTATION, at that base for the duration of the temporary assignment, **or** on such other reasonable basis, mutually agreed to, that would provide for recovery by the pilot of his additional expenses.
- 9.3.5** Any flight which becomes available after the schedule is published will not be considered a temporary assignment. Such flights may be done by reserve pilots, management pilots or by drafts.
- 9.3.6** A vacancy arising due to incapacity of **a** pilot, or any vacancies of six (6) months duration or less, may **be** filled by a temporary assignment.
- 9.3.7** **A** pilot forced downward may bump into another base according to his seniority, provided that the same or higher position is not available at his present base.
- 9.3.8** The Company shall provide a pilot with fourteen (**14**) calendar days notice of any downgrade in **his** permanent assignment, unless such downgrade is the result of **a** failure of a Check ride in accordance with the provisions **of** Section 10, TRAINING.
- 9.4** **SELECTION REVIEW COMMITTEE**
- 9.4.1** All bids to a permanent/temporary assignment shall be reviewed by the Chief Pilot. Should the Chief Pilot not select the senior pilot candidate, he will forward the disputed bid to the Selection Review Committee for evaluation.
- 9.4.2** **A** Selection Review Committee, reporting to the Chief Pilot, shall be established to evaluate pilot candidates who bid to any permanent/temporary assignment when **so** required by the Chief Pilot. The Selection Review Committee shall comprise where possible a Company A or **B** Check Pilot (appropriate **to** type sought) or the most senior Captain **on** the type sought who is not otherwise included on the Committee, the Company Training Captain (appropriate to type currently flown), and two line Captains chosen by the Association. The proceedings of **the** Committee shall be overseen by the Director of Human Resources.
- 9.4.3** The Selection Review Committee shall be empowered to evaluate a pilot's qualifications, demonstrated **competence** and such other factors as the Committee deems appropriate, relevant to the assignment being sought.

**9.4.4**

Throughout the evaluation process, the Selection Review Committee shall endeavour **to** reach mutual consensus on the evaluation of a candidate. The Committee shall submit supporting or non-supporting recommendations to the Chief Pilot (based **on** its majority decision), **who** still retains the right to decide the selection. In the event a senior pilot candidate is not selected for an assignment, the Company shall inform such pilot in writing stating the reasons therefore and provide a copy to the Association within fourteen **(14)** calendar days of the convening of the Selection Review Committee. A pilot who has been disqualified shall be able to grieve such decision in accordance with Section 22, GRIEVANCE PROCEDURE.

SECTION 10TRAINING10.1 GENERAL TRAINING

- 10.1.1 The parties recognize that quality training is **of** significant benefit to both pilots and the Company, but comes at a significant cost. Training includes but is not limited to the training defined in the Company Operations Manual and Aircraft Training Manual.
- 10.1.2 The Company will endeavour **to** obtain Transport Canada approval for all aircraft training courses. The Association recognizes the legitimacy of such programs and will abide **by** their approved **format** and structure.
- 10.1.3 The Company will select pilots to perform training duties. Training duties do not include line indoctrinations and line checks. Pilots assigned to train other pilots will receive flight credits as per this Agreement.
- 10.1.4 No period **of** ground training shall be more than eight **(8)** hours in any given calendar day without the consent of the Association. Where possible, ground training will **be** scheduled on a continuous basis until completion.
- 10.1.5 No session of simulator/aircraft, or procedures training shall **be** more than four **(4)** hours excluding **pre** and post flight briefings. Ten (10) hours completely free of all live simulator/aircraft duty shall be provided between all simulator/aircraft or procedure sessions. With the consent **of** the pilot the time free of all live simulator/aircraft duty may be reduced.
- 10.1.6 **A** pilot shall receive at least forty-eight **(48)** hours advance notice for all flight training and/or checking sessions unless consent is given **by** the pilot.
- 10.1.7 Prior to an initial aircraft ground school, a Pilot shall receive one normal rest period **free** of all duty.
- 10.1.8 **A** pilot shall have the option of refusing training or a check ride, with just cause, if another reasonable alternate means of training or conducting the check ride is available.
- 10.1.9 No period of flight training shall have more than two (2) trainees on a simulator/aircraft at one time, unless mutually agreed.
- 10.1.10 Training will not normally take place between the hours of 2400 and 0600.

- 10.1.11 If a simulator/aircraft training session or check ride is preceded by any duty, the total duty period shall not exceed ten (10) hours. For these purposes, deadheading after the completion of training sessions or check ride shall not be included in the ten (10) hours.
- 10.1.12 The Company shall be responsible for all training costs as well as any reasonable expenses incurred (i.e. meals, travel and lodging associated with training) while away from home base as per Section 19, EXPENSES LODGING AND TRANSPORTATION.
- 10.1.13 Recurrent training and check ride shall not be conducted within the same session, without the consent of the pilot.
- 10.1.14 The Company retains the right to use training contracts for pilots subject to the following:
- a) A one time training contract for a new hire pilot assuming duties on the DHC 6 shall be in the amount of two thousand five hundred (\$2,500) dollars, to be paid out by the Company over a period of one (1) year.
  - b) A training contract for a pilot assuming duties on each aircraft type of more than 12,500 pounds shall be in the amount of ten thousand (\$10,000.00) dollars, to be paid out by the Company over a period of two (2) years.
  - c) A pilot dismissed during the probationary period shall have his training contract paid out in full by the Company.
  - d) A non-probationary pilot who is dismissed who grieves such dismissal shall have his training contract serviced by the Company up to a point where the procedures under Section 22, GRIEVANCE PROCEDURE, Section 23, DISCIPLINE AND DISCHARGE and Section 24, ARBITRATION have been completed. However, in such case and arbitration will be completed within sixty (60) days of the filing of the grievance, or such further period as the parties may agree.
  - e) If a pilot resigns from his employment with the Company, he shall retain the obligations under any existing training contract.
  - f) If a pilot is furloughed the Company shall pay out his/her existing training contract. However, if the furlough is to be short term, and the pilot is to be recalled, then the Company may service rather than pay out the existing training contract. If the Company has paid out the loan, and recalls the pilot, then the remainder of the training contract period will be reinstated.
  - g) No pilot with seven (7) or more years of accumulated service as a pilot will be required to commence a training contract.
  - h) No pilot shall be obliged to carry more than one (1) training contract, on submission of a second training contract the first shall be paid out in full by the Company.

- i) The training contract to be used shall be attached to this document as Appendix C.

## 10.2 FAILURE TO QUALIFY

### 10.2.1 INITIAL NEW-HIRE TRAINING

A new hire (probationary) pilot who fails to qualify during any phase of his initial training shall have his future employment status determined by the Company.

### 10.2.2 IFR/PPC Renewal and Continued Qualifications

A pilot failing to satisfactorily demonstrate the required proficiency during a check ride will be provided with additional training in the areas graded unsatisfactory, and a second check ride. These will be scheduled by the Company in consultation with the pilot, and the Association, if required by the pilot.

### 10.2.3 UPGRADES

A pilot who fails to demonstrate the required proficiency during his upgrade check ride shall be subject to the following:

- a) He shall have the option of returning to his former position.
- b) He may elect to receive additional training in areas graded as unsatisfactory and a second check ride. These will be scheduled by the Company in consultation with the pilot, and the Association, if required by the pilot.
- c) Should the pilot elect to receive additional training and a second check ride, and fail, his case shall be reviewed by the Company in consultation with the Association and he shall be advised in writing within thirty (30) calendar days of his future status with the Company, which may include dismissal.
- d) Should the pilot not elect to receive additional training and a second check ride, he shall be returned to his prior position.
- e) Should a pilot revert back to his previous position, he shall not be eligible to bid on an upgrade position for twelve (12) months unless approved earlier by the Company.

**10.2.4      DOWNGRADES**

A pilot who fails to satisfactorily demonstrate the required proficiency during his downgrade check ride will be provided with additional training in the areas graded **as** unsatisfactory, and a second check ride. These shall be scheduled by the Company in consultation with the pilot, and the Association , if required by the pilot.

**10.2.5      LINE INDOCTRINATION AND INITIAL LINE CHECK**

**10.2.5.1      A** pilot failing to satisfactorily demonstrate the required proficiency during a line indoctrination and initial line check within seventy-five (75) hours of flight time will be provided with the following:

He shall have the option of returning to his former position or in consultation with the Chief Pilot, two **(2)**"B" Check Pilots, and the Association, shall be provided with an additional twenty-five **(25)** hours line indoctrination and a line check. The pilot shall have the option of a different "B" Check Pilot for his second line check.

**10.2.5.2      Should** the Pilot elect to receive additional line indoctrination and fail the line check, his case shall be reviewed by the Company, in consultation with the Association and he shall be advised in writing within thirty (30) calendar days of his future status.

**SECTION 11****NEW EQUIPMENT**

- 11.1 If new equipment is introduced into regular operations, the Company and the Association will enter into negotiations for the purpose of establishing an appropriate rate of pay. If possible, such rate of pay shall be established prior to the date the new equipment is placed into revenue service. If not, the Company shall establish the rate of pay, and any subsequently agreed to or arbitrated change will be effective as agreed to or as directed by the arbitrator.
- 11.2 Negotiations shall begin within seven (7) calendar days after a request for such negotiations has been made by either party. If an agreement cannot be reached, the difference may be submitted by either party to the next available arbitrator as listed in the Arbitration Section of this Agreement. The arbitration will take place within fourteen (14) calendar days of the referral to arbitration, and the arbitrator will render his or her decision within seven (7) calendar days of the conclusion of the arbitration.
- 11.3 In the event new equipment is introduced, positions will be bulletined in accordance with Section 9 of this Collective Agreement. In the event pilots with special qualifications are required, such pilots may be hired by the Company on a contract basis for a period up to six (6) months or that period of time required to train and qualify current pilots, whichever is greater.



**SECTION 12**

**VACATION**

**12.1 VACATION YEAR**

12.1.1 The "Vacation Year" shall run April 1st. through March 31st.

**12.2 VACATION ENTITLEMENT AND PAY**

12.2.1 Annual Vacation will be based on completed years of cumulative service as of March 31. Annual vacation entitlement will be granted based on the following scale:

Completed years of Cumulative Service	Vacation
<b>Less than 1 year</b>	Proration 3 weeks
After completing 1 year	3 weeks
After completing 15 years	4 weeks

12.2.2 One week of vacation shall be the equivalent of five (5) working days, with two (2) guaranteed days off, which shall be subtracted from the allotment of guaranteed days off that the pilot would otherwise have had for that month.

**12.3 VACATION BID SYSTEM**

**12.3.1 PRIMARY BID**

12.3.1.1 By March 1 the Company will issue a vacation scheduling calendar including 75% of the budgeted vacation entitlements for the year, as determined according to status and aircraft type.

12.3.1.2 The vacation scheduling calendar will indicate blackout periods when pilots may not take vacation. For calendar 1998, blackout periods shall be June, July and October. For the subsequent years blackout periods to a maximum of three (3) months per vacation year shall be determined by the Company, prior to the release of the primary bid package, in consultation with the ASRs.

12.3.1.3 Other than in the blackout periods, the Company agrees to allow at least one (1) pilot in each position, on each aircraft type, to bid vacation.

12.3.1.4 Pilots shall bid their vacation preferences by March 10, and vacation will be awarded in order of seniority. Such vacation will be protected, and not subject to change without the consent of the pilot.

- 12.3.1.5 A pilot may elect to bid less than his full vacation entitlement in the primary bid, however, it must be bid in one (1) **week** increments.
- 12.3.2 **SECONDARY BID**
- 12.3.2.1 By March 15 the Company will issue a vacation scheduling calendar including the remaining 25% of the budgeted vacation entitlements for the year, plus any remaining vacation entitlements from the primary bid, as determined according to status and aircraft type.
- 12.3.2.2 Pilots shall bid for their vacation by March 21. A pilot is not required to bid in one (1) week increments in the secondary bid.
- 12.3.2.3 Any pilot who has not bid for all **of** his vacation in the primary and secondary bids may be assigned vacation as secondary bid vacation.
- 12.3.2.4 Secondary bid vacation will be awarded in order of seniority, subject to pilot resignations/incapacities or unexpected/unplanned business opportunities, in which case the Company retains the **right** to cancel and the pilot may rebid the vacation assigned in the secondary bid.
- 12.3.3 **GENERAL**
- 12.3.3.1 Vacation may not be accumulated from year to year, without the agreement of the pilot and the Company.
- 12.3.3.2 A pilot who changes base, equipment **or** status after having bid and awarded his vacation may be required **to** rebid.
- 12.3.3.3 Where for whatever reason additional vacation times become available in the course **of** the year, these may be listed in the monthly bid package, and be subject to the normal bidding process.
- 12.3.3.4 In cases where more pilots have bid particular days than can be accommodated, the Company, the pilots in question and the ASRs shall consult to determine how **to** best fulfil the pilots' vacation needs.

**SECTION 13****STATUTORY HOLIDAYS**

- 13.1 The "Holiday Year" shall run January 1st through December 31st.
- 13.2 A Pilot shall earn nine (9) statutory holidays per year at a rate of three-quarter (3/4) days per month. Each statutory holiday shall have a value of four (4) flight credit hours.
- 13.3 Two (2) of the statutory holidays will be used for Christmas Day and New Year's Day. A pilot will be able to bid his remaining statutory holidays based on his permanent assignment by submitting his bid to the Chief Pilot no later than five PM (17:00 Local) on the fifteenth (15th) of the month previous to the monthly block period affected.
- 13.4 Statutory holidays earned but not booked prior to December 31st, must be bid by January 15th, for dates up to March 31st, or be assigned by the Company.
- 13.5 The Company may assign duty on a statutory holiday under the provisions of Section 3, PAY. However, if a pilot bids three (3) or more consecutive days as statutory holidays, the Company cannot assign a pilot duty without his consent.

**SECTION 14****LEAVES OF ABSENCE****14.1           GENERAL**

- 14.1.1           A pilot on a Leave of Absence **will** continue to accrue seniority but that leave period will not be accredited towards a pilot's service with the Company for the purpose of pay or other monetary benefits related to service.
- 14.1.2           In its discretion the Company may grant a pilot a Leave of Absence, provided the written request is submitted not later than the date the pilot would submit a regular bid for flight **duty** in the following month.
- 14.1.3           A pilot may continue **to** exercise his seniority under Section 6, SENIORITY. If a new permanent assignment is awarded to a pilot while on leave, he must return from leave as required by the assignment.
- 14.1.4           If a pilot intends **to** engage **in** flying employment for remuneration, while on a leave of absence, he shall obtain prior approval from the Company to do **so**.
- 14.1.5           Excluding short and long **term** disability, and subject to agreement from the insurer, a pilot who is on a leave **of** absence may elect to maintain the remaining benefits normally covered by payroll deduction by paying **for** 100% of the total cost of the benefits. **The** total cost for the benefits **must** be prepaid prior to leaving, either for the duration of the leave or three (3) month blocks, whichever is the lesser. Failure **to** prepay the cost will result in cancellation of benefits and may subject the employee **to** waiting periods upon reinstatement as stipulated in the insurance carrier's contracts.
- 14.1.6           A pilot **on** leave of absence in excess of **three** (3) months shall, not later than forty-five (45) calendar days prior to the expiry of his authorized leave of absence, notify the Company in writing of his intention regarding a return.
- 14.1.7           If any qualifications lapse during the leave of absence, the pilot shall be available to take the required training and proficiency checks. The pilot shall be responsible for any expenses as per Section 19 incurred during re qualification.

- 14.1.8 A pilot shall forfeit his seniority and shall be deemed to have resigned from the Company if;
- a) He does not provide proper written notice required under this Section, or
  - b) He fails to report for the required training and proficiency checks, or
  - c) He does not return to work at the expiration of his leave of absence, or
  - d) He does not receive the required approval and engages in flying for remuneration.
- 14.1.9 A pilot returning from an authorized leave shall resume his last held permanent assignment subject to seniority and re qualification. This could result in another pilot being bumped.
- 14.1.10 Temporary vacancies created under this Section may be filled under Section 9, FILLING OF ASSIGNMENTS.
- 14.1.11 In its discretion the Company may allow a pilot to continue to work for the Company during an approved leave of absence. This pilot would be allowed to bid for a partial block each month, as his seniority would allow. The pilot would be responsible for the payment of all benefit as per Section 14.1.6. In such instances service benefits would be pro-rated.
- 14.2 **PREGNANCY AND PARENTAL LEAVE**
- 14.2.1 The provisions of the Canada Labour Code shall apply.
- 14.3 **JURY DUTY**
- 14.3.1 A Pilot called and serving on jury duty shall be granted leave of absence without pay and shall retain and accrue seniority and service for all purposes during such absence.
- 14.4 **BEREAVEMENT LEAVE**
- 14.4.1 Within the seven (7) days following a death in his immediate family, a pilot shall be entitled to bereavement leave of up to five (5) days duration. Of this leave the pilot will receive payment for up to three (3) days for which he was scheduled to work.
- 14.4.2 Immediate family for the purpose of this Section shall include the pilot's spouse (including common law spouse), child, parents, brother, sister, step-parents, grandparents, brother/sister in-law or father/mother in-law and any relative permanently residing in the pilot's home or with whom the pilot resides.

14.5 SHORT AND LONG TERM ILLNESS OR INJURY

- 14.5.1 While a pilot is in receipt of short or long term illness benefits, he shall continue to accrue seniority for all purposes. Return to duty after such leave shall be subject to a reasonable qualifying period and shall be subject to the returning pilot having a valid MOT medical licence validation certificate.

**SECTION 15****SICK LEAVE**

- 15.1 Sick Leave shall not be deemed to be a break in the employment relationship.
- 15.2 For the purpose of this section, sick leave shall mean the period of one or more days during which a pilot is scheduled or assigned and is unable to report for duty as a result of illness or injury.
- 15.3 Banking of overtime will be permitted solely for the purpose of wage protection due to sickness. Banking of hours may take place in accordance with the following:
- a) In the first year of this agreement a pilot may borrow an initial twelve (12) credit hours from overtime hours earned for the purpose of building a sick time bank.
  - b) On the second and each successive anniversary of this agreement the Company will top up each eligible pilots sick time bank according to the following schedule:
    - i) Pilots who have reported sick for one or fewer sick days during the previous twelve months will receive an additional eight hours of top-up sick time to a maximum cap of twenty hours.
    - ii) Pilots who have reported sick for two or three sick days during the previous twelve months will receive an additional four hours of top-up sick time to a maximum cap of sixteen hours.
    - iii) Pilots who have reported sick four or more days during the previous twelve months will receive an additional two hours of top-up sick time to a maximum cap of fourteen hours.
    - iv) A pilot who is ineligible for sick bank top-up or who has utilized all the time available to him in his sick bank may borrow from overtime hours earned for the purpose of building his sick bank to a maximum of twelve hours.
  - c) Pilots become eligible for sick bank top-up as set forth in 15.3.b (i), (ii) and (iii), after completing one year of continuous service with the Company.

- d) If a Pilot is sick and unable to work, he shall access banked credit hours in accordance with this Article. Sick days for which a pilot is not fully compensated by banked sick credits will be treated **as** days for which the pilot is not available for work, **as** per Section 3.2.11.
- e) If a Pilot is sick and unable to work to the extent that he receives short term disability coverage under the Group Benefits Plan, the Company will pay him for up to twelve **(12)** credit hours lost during the waiting period under the Plan
- f) There is no cash out of sick bank credits contributed by the Company. The only cash out allowable will be for those credits contributed by the pilot.

15.4 A pilot unable to report for duty due to illness or injury shall notify dispatch **as** far in advance as possible of his reporting time.

15.5 A pilot's sick leave period shall end when he has booked back on with Dispatch and/or Operations.

When a pilot has been off sick and subsequently advises Dispatch and/or Operations that he is fit to resume flight duty, he will be returned to his assigned duties as **soon as** possible.



**SECTION 16**

**PILOT HEALTH**

**16.1            PHYSICAL EXAMINATIONS**

- 16.1.1            Scheduling periodic examinations and procedures required under MOT regulations in support of a license validation certificate are the responsibility of the pilot.
- 16.1.2            Such examinations and procedures shall be conducted by **an** MOT approved Doctor.
- 16.1.3            The expense of the regular MOT examinations and procedures required under MOT regulations in support of a licence validation certificate shall be borne by the Company. The pilot will be reimbursed by submitting an expense claim.
- 16.1.4            The Company may, at its **own** expense require a pilot to complete a medical examination with a Company selected MOT approved doctor (medical examiner) if the Company has legitimate reason to believe the pilot's health or physical condition is impaired. The pilot shall be afforded prior consultation with the Company and both the pilot and the Company will be furnished with a copy of the medical report.
- 16.1.5            The Company recognizes the ALPA Canada Pilot Health and Rehabilitation Program, (as described in the Company Draft letter of **16 April 1998**) and will allow every Pilot the opportunity to participate provided there is no cost to the Company.

**16.2            SAFETY EQUIPMENT (DEICING)**

- 16.2.1            In the use of deicing fluids, the Company will be required to provide and maintain the proper gear where required. This gear shall include the following: Goggles, Rain suit, Gloves and Mask.

**SECTION 17****FURLOUGH AND RECALL**

- 17.1 A pilot on a Furlough will continue to accrue seniority but that period will not be accredited towards a pilot's service with the Company for the purpose of pay or other monetary benefits related service.
- 17.2. Subject to the provisions of Section 9, FILLING OF ASSIGNMENTS, when there is a furloughing of pilots on the system, such furloughing shall be in reverse **order** of system seniority, and furloughed pilots will be recalled in order of their system seniority.
- 17.3 The Company shall provide a minimum of two (2) weeks written notice and shall post a copy of the notice in the workplace(s) advising of a furlough. In the case of a third party strike, such notice may be less. In instances of recall after a third party strike, the Company will recall **as** soon as possible.
- 17.4 Except in the case of temporary assignments, a pilot placed on furlough status whose instrument rating is due to expire within sixty (60) calendar days from date of furlough will have an opportunity to renew his instrument rating at Company expense. This only applies if a pilot has been hired with a valid instrument rating. This provision shall not apply to a pilot who has **had** abbreviated IRT privileges issued by a Company Check-Pilot or a Transport Canada Inspector.
- 17.5 A pilot who is furloughed will maintain his current address with the Company Human Resources Department.
- 17.6 Excluding short and long term disability, and subject to agreement from the insurer, a pilot who is on a furloughed may elect to maintain the remaining benefits normally covered by payroll deduction by paying for 100% of the total cost of the benefits. The total cost for the benefits **must** be prepaid prior to leaving, either for the duration of the furlough or three (3) month blocks, whichever is the lesser. Failure to prepay the cost will result in cancellation of benefits and may subject the employee to waiting periods upon reinstatement as stipulated in the insurance carrier's contracts.
- 17.7 In accepting a recall the pilot(s) must report for duty within two (2) weeks of notification or on the date required if later. In instances of recall after a third party strike, the pilot(s) must report for duty as soon as possible, and in any event within twenty-four (24) hours.

- 17.8** Subject to the provisions of Section 9, recall to employment shall be in accordance with seniority. In the case of a recall for a temporary assignment, less than six (6) months, senior furloughed pilots may decline without loss of seniority, however, in such circumstances the junior pilot must accept the recall or forfeit his seniority. On recalls to a permanent assignment, senior pilot(s) must accept the recall or forfeit his seniority.
- 17.9** Excluding recall to permanent assignment, a pilot who waives his first notice of recall will have no further right until the next notice of recall. However, if a Pilot waives his second notice of recall he shall be deemed to have resigned.
- 17.10** Any pilot who is furloughed shall have the option of retaining recall rights or severing his employment with the Company. However, at the end of twenty-four (24) months, the pilot will be removed from the seniority list.
- 17.11** Upon being furloughed a pilot shall have the option of taking any outstanding credits.
- 17.12** A Pilot who is recalled from furlough shall be guaranteed thirty (30) calendar days employment.

Notwithstanding the above, a Pilot may accept a recall of less than thirty (30) days employment, however, a refusal to do so shall not be construed as the Pilot waiving a recall notice.

**SECTION 18****TRAVELLING AND MOVING EXPENSES****18.1 PILOT OPTION MOVES**

18.1.1 Successful bidders **on** permanent assignments not covered under Section 18.2, shall pay their own moving expenses **to** the new home base except that the Company shall furnish free contingent (space available) air transportation for such pilots and the members of their immediate families.

18.1.2 **A** pilot successfully bidding **on** a permanent assignment will be given seven **(7)** calendar days notice of the commencement of the new assignment, although less notice will be considered appropriate if the pilot agrees.

**18.2 COMPANY REQUESTED MOVES**

18.2.1 The Company shall pay such moving **expenses** as required by this Agreement in the case of a Company requested move.

18.2.2 For all Company requested moves a pilot shall be given thirty (30) calendar days notice, unless he agrees that less notice is acceptable.

18.2.3 For the purpose of this Section a new base will be considered as **a** new base **for** six (6) months after it has been established.

18.2.4 Successful bidders on pilot vacancies to a newly established base shall be considered as having been moved at Company's request.

18.2.5 In the event of **a** furlough, reduction or movement **of** work, a pilot who moves from one base to another as a result, shall be considered **as** having been moved at the Company's request.

18.2.6 **A** pilot shall be able to claim eligible expenses for any Company Requested move provided the actual move takes place within three (3) months of the effective date of the assignment. Such period may be extended by agreement in the case of extenuating circumstances, such as failure **to** sell a home, or completion of the school year by **a** child of the pilot. Claims must be submitted with the appropriate receipts, and by the fifteenth calendar day of the month following the month in which the expense was incurred, otherwise they will not be paid.

**18.3            EXPENSES COVERED**

- 18.3.1            For all Company requested moves, the Company agrees to pay actual moving expenses excluding packing and unpacking for personal effects. The pilot shall obtain three (3) quotes, one of which shall be from a **firm** selected by the Company, and the Company shall select the firm to be used. Actual moving expenses shall include the fuel cost associated in moving one (1) personal vehicle, supported by receipts.
- 18.3.2            For all Company requested moves, a pilot shall be allowed reasonable pre-approved living expenses for himself and dependent members of his family at point of new assignment for a reasonable period of time. Such expenses shall include reasonable meal costs **and** hotel accommodations, supported by receipts. Claims must be submitted with the appropriate receipts, and by the fifteenth (15th) calendar day of the month following the month in which the expense was incurred, otherwise they will not be paid.
- 18.3.3            For all moves a pilot shall be relieved of all duty for a period of four (4) days at such time as the pilot deems necessary for the establishment of permanent domicile at the point of new assignment, subject only to operational requirements. The pilot may request additional time if required.

**SECTION 19**

**EXPENSES, LODGING AND TRANSPORTATION**

19.1 **COMPANY BUSINESS EXPENSES**

19.1.1 Pilots travelling on Company business, and away from their assigned pilot base, will be allowed to claim reasonable expenses for pre-approved hotel and transportation, where not provided by the Company. Claims must be submitted with the appropriate receipts, and by the fifteenth (15th) calendar day of the month following the month in which the expense **was** incurred, otherwise they will not be paid.

19.1.2 A pilot required by the Company to deadhead on company aircraft shall be provided with a confirmed space seat on the flight on which he is scheduled to deadhead except where an unexpected crew movement does not **permit** confirming the seat.

A pilot required by the Company to deadhead on other than company aircraft may be required to travel space available. If this results in an unscheduled layover all reasonable extra costs incurred shall be borne by the company.

19.1.3 For trips away **from** assigned base, where expenses other than **meals** are to be incurred, each pilot shall be issued upon **request** an advance sufficient to cover all expected expenditures. Advances must be accounted for within ten (10) calendar days **of** the completion of trip. If a pilot does not account within that ten (10) days, the Company will have the right to deduct the advance from the pilot's pay.

19.2 **PER DIEM POLICY**

19.2.1 A per diem will be paid **to a** pilot based on his requirement to overnight away from the pilot's base, as follows:

a) with Company provided staff housing;

15 May, 1998	01 December, 1998	01 December, 1999	01 December, 2000
\$ 31.00	\$ 35.00	\$ 39.00	\$43.00

- b) with hotel accommodation;

<b>15 May, 1998</b>	<b>01 December, 1998</b>	<b>01 December, 1999</b>	<b>01 December, 2000</b>
<b>\$ 36.00</b>	<b>\$ 40.00</b>	<b>\$ 44.00</b>	<b>\$48.00</b>

- 19.2.2 When a pilot qualifies for per diems as per 19.2.1, and an overnight occurs in the United States of America, the per diem will be paid in U.S. dollars.
- 19.2.3 Pilots shall be reimbursed for all per diems and meal allowances by no later than the end of the month immediately following the month of the claim period. Claims shall be calculated by the Company, errors in expense claims shall be dealt with as specified in Section 3.2.6.

**19.3 CREW REST FACILITIES**

- 19.3.1 Where reasonably available, the following facilities will be provided for crew rest while away from home base:
  - a) For scheduled on-duty rest: over four (4) hours in duration, Company housing or a hotel/motel day-room.
  - b) For off-duty rest for all layovers, Company housing or a single hotel/motel room will be provided for each pilot.
  - c) Notwithstanding the above, where hotel or Company provided accommodations are not available, on short layovers, or in cases where the Company has had little previous notice, the Company will try to obtain permission for the crew to utilize the following: Nursing Stations, Police Stations, Hydro Houses, etc.

**19.4 ACCOMMODATION STANDARDS**

- 19.4.1 Prior to establishing accommodations at new layover points or changing existing accommodation, the Company shall consult with the Association. Additionally, on notice from the Association Representative, the Company will investigate accommodation complaints.
- 19.4.2 If upon arrival the accommodations prove unacceptable, the pilot will notify the Duty Manager giving the reasons therefore, and request to stay at a hotel or alternate rest facility in that community at the Company's expense.
- 19.4.3 In the event that overnight accommodations do not provide meal facilities the Company will pay, upon submission of receipts, reasonable transportation costs incurred by the Captain for the crew to the nearest meal facility, or provide transportation to that facility.

**19.5**      **GROUND TRANSPORTATION STANDARDS**

19.5.1      Where necessary, crew transportation shall be provided by the Company between the airport and hotels or Company provided accommodations. If courtesy transportation is available, that will be used by the pilots. If courtesy transportation is not available, then the Captain must submit receipts for reasonable transportation costs incurred by the Captain for the crew, by the fifteenth (15th) calendar day of the month following the month in which the expense were incurred, otherwise they will not be paid.

**19.6**      **PROPERTY LOSS**

19.6.1      Pilots shall not **be** required to pay for the theft, loss or damage of any Company issued material such as manuals or identification cards when such theft, **loss** or damage occurs while on Company business and is beyond the control of the pilot.

19.6.2      The Company agrees to replace required crew baggage (meaning CR3 flight computer or equivalent, functional flight bag, flashlight, clipboard and calculator) if stolen, lost or damaged (other than due to normal wear and tear) when such theft, **loss** or damage occurs while on Company business, is beyond the control of the pilot, and is not otherwise covered through the pilot's personal insurance.

19.6.3      When it is evident that a pilot's personal baggage has not or will not arrive at a layover point, a claim for reasonable expenses for the layover shall be permitted. An expense account with supporting receipts must be submitted to account for any expenses incurred.

**19.7**      **PERIODICALS**

19.7.1      The Company will provide all required periodicals and charts in each aircraft. The Captain of the aircraft will be responsible for ensuring the applicable periodicals and charts are current and in the aircraft.



**SECTION 20****ACCIDENT OR INCIDENT INVESTIGATION**

- 20.1 Nothing in this Agreement shall frustrate any bona fide government investigation or delay the rendering of assistance to persons where required.
- 20.2 Pilots shall notify the Company of all accidents and incidents by the most expedient means possible, using a Company Operations Report if practical.
- 20.3 In cases involving aircraft accidents, a pilot will not be required to commit himself orally or in writing (except as required by Section 20.2) to officials of the Company for a period of twenty-four (24) hours following the accident unless the following conditions have been met:
- (a) The Pilot has the opportunity to be represented by the Association (or IFALPA if outside Canada), and
  - (b) The Pilot has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada).
- at which time the Company shall request the pilot to provide a full and complete report.
- 20.4 In cases involving aircraft incidents, a pilot will not be required to commit himself orally or in writing (except as required by Section 20.2) to officials of the Company for a period of twelve (12) hours following the incident unless he has the opportunity to be represented by the Association (or IFALPA if outside Canada), at which time the Company shall request the pilot to provide a full and complete report.
- 20.5 Where the Company investigates a pilot's involvement in an accident or incident, the Director of Flight Operations or his designate shall make every attempt to issue a final report within three (3) months. The Association will receive a copy of any interim or final reports.
- 20.6 Throughout the procedure, the pilot involved and/or his designated representative(s) may, upon request, and in conjunction with a designated representative of the Company, review any information contained in his file.

- 20.7 Aircraft flight data recorders and cockpit voice recorders will only be used for accident/incident investigation and maintenance test purposes. Such recorders will not be used as a means of monitoring or checking a pilot during the operation of any normal flight. During any investigation the contents of the flight recorder will not be released by the Company to either the general public nor the news media without the prior approval of the pilot or pilots involved and/or the Association.

**SECTION 21****LEGAL****21.1 DEFENCE AND COUNSEL**

21.1.1 The Company agrees to provide Legal Counsel of its choosing and defend, free of charge, all pilots and their estates in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgement rendered thereunder, except in the case of gross negligence or willful misconduct on the part of the pilot(s) concerned.

**21.2 PILOT FILES**

21.2.1 All files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request and on reasonable notice, be made available for his examination in the presence of a member of management. If the Pilot chooses to respond to any material(s), the response(s) shall be retained on the appropriate file with a copy of the material to which it refers.

**SECTION 22****GRIEVANCE PROCEDURE**

- 22.1 Any pilot or group of pilots or a representative of the Association may initiate a grievance in accordance with the provisions of this section involving the interpretation or alleged violation of the Agreement.
- 22.2 The grievance must first be discussed with the Chief Pilot for adjustment, within thirty (30) calendar days of the incident or awareness of the incident (or when the pilot should have been reasonably aware of the incident). If the matter is denied in that discussion, or has not been resolved within fourteen (14) calendar days of that discussion, a grievance shall be filed in writing in accordance with the following, otherwise the matter is deemed to be abandoned.
- 22.3 **Step One:** A written grievance shall be presented to the Manager of Human Resources or his designate, whose decision shall be rendered in writing within fourteen (14) calendar days.
- 22.4 **Step Two:** Within fourteen (14) calendar days of receipt of the decision under Step One, a designated representative of the Association may present the grievance in writing to the Vice President of Operations or his designate whose decision shall be rendered in writing within fourteen (14) calendar days.
- 22.5 In presenting written grievances, such documents shall state the matter in dispute, the section of the Agreement considered violated and the nature of relief or remedy sought.
- 22.6 A grievance not progressed within the specified time limits shall not be subject to further appeal. A decision not rendered by the Company within the specified time limits may be progressed to the next step of the grievance process.
- 22.7 The time limits specified may only be extended by express mutual consent between the Company and the Association.
- 22.8 During the grievance process, meetings may be arranged by mutual agreement. At such meetings the Company will deal with the duly authorized Representative of the Association.
- 22.9 Throughout these procedures, including Arbitration, the griever may, together with his representative, review any information contained in his personal file. If requested, the Company will provide two copies of all such documents relating to the case at the cost of the Association.

- 22.10 All decisions rendered by the Company and appeals made by the Association shall be communicated in writing.
- 22.11 A grievance not settled at Step Two of the process may be progressed by the Association to Arbitration in accordance with Section 24, ARBITRATION, of this Agreement.

**SECTION 23**

**DISCIPLINE OR DISCHARGE**

- 23.1 All disciplinary action, including discharge, must be for just cause.
- 23.2 During any investigations or hearings **the** Pilot involved may request representation by the Association, which shall not delay the process by more than forty-eight (**48**) hours unless the Company otherwise agrees.
- 23.3 When disciplinary or discharge action is taken, the Pilot will be ~~so~~ notified in writing with reasons.
- 23.4 **A** Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 22, GRIEVANCE PROCEDURE.
- 23.5 No Pilot shall have a **letter** of warning or reprimand placed on his file without receiving written notice of same.

**SECTION 24****ARBITRATION**

- 24.1 Notice of Intent to proceed to arbitration by the Association shall be presented to the Company within thirty (30) calendar days of receipt of the Company's Step Two response. Should such notice not be received, then the grievance will be considered dropped.
- 24.2 A grievance referred to arbitration will be heard by a single arbitrator. The Company and the Association having expressed confidence in certain persons agree that they shall be called upon to arbitrate on a rotating basis as follows:
1. Jack Chapman
  2. Paul Teskey
  3. Martin Freedman
- The Company and the Association shall endeavour to arrange a hearing date with such arbitrator as soon as possible.
- 24.3 The time limits specified in this Section may only be extended by express mutual consent between the Company and the Association.
- 24.4 Parties shall be given the opportunity to present evidence, documentary or oral, make representations, and call, examine, and cross-examine witnesses. Throughout the arbitration process the parties shall have the right to be represented by whosoever they may choose and designate.
- 24.5 The decision of the arbitrator shall not in any case add to, subtract from, modify, rescind, or disregard any provision of this Collective Agreement. The arbitrator's decision shall be final and binding on all parties, and shall be rendered in writing, with reasons therefore, as soon as possible after the hearing.
- 24.6 The arbitrator shall, in the case of disciplinary or discharge grievances, have the authority to determine whether the Company's action was taken for just cause. The arbitrator may decide to dismiss the grievance in whole or in part, reinstate the grievor on such terms as he sees fit, reduce or modify the discharge or discipline, or substitute such other remedy as he deems just in the circumstances.
- 24.7 The expenses, fees and costs of the arbitrator shall be shared equally between the Company and the Association.
- 24.8 Each party will be responsible for the expenses of their respective witness.

**SECTION 25**

**UNIFORMS**

- 25.1 Uniforms will be worn and maintained according to standards prescribed by the Company.
- 25.2 Pilots will receive items of uniform apparel listed below. Such entitlements remain the property of the Company, and shall be replaced in accordance with this Agreement. Items purchased by a pilot remain the property of the pilot.
- 25.3 The Company will pay one hundred percent (100%) of the cost of all uniforms, except as noted below.
- 25.4 Pilots who have already received items of uniform apparel from the Company shall have such items replaced in accordance with this Agreement. Any items purchased by the pilot remain the property of the pilot.
- 25.5 The Company will assume the cost of buttons, braid, badges, and insignia, and installation of these, as prescribed by the Company.
- 25.6 Under normal circumstances, uniforms will be deemed to have a useful life of thirty-six (36) months of service. Any item of uniform entitlement will be replaced without charge to the Pilot when it can be shown that the need for replacement is due to normal wear and tear or accidental damage in the course of duty.
- 25.7 Upon submission of receipts, an allowance of eighteen (\$18.00) dollars per month will be granted to all pilots for the maintenance of uniforms.



**25.8** The Company uniform will consist of:

a) **A** new hire pilot (SF34 new hires do not receive) will receive:

Basic Entitlement

- i) one "three season" jacket\*
- ii) one blue jump (flight) suit\*
- iii) three pilot shirts
- iv) two pair uniform pants
- v) two ties
- vi) **\$150.00** towards purchase of one blue "Snow Goose" parka

Reissue

- replaced after three years
- replaced annually
- two additional per year
- one additional per year
- one additional per year
- replaced after five (5) years

SF34 Entitlement

- i) one uniform tunic
- ii) one additional pair of uniform pants
- iii) one "London Fog" topcoat

Reissue

- replaced after three years
- one additional per year
- replaced after five years

- b) Footwear shall be provided by the pilot and be appropriate to the type and location of the flight operation to be undertaken. Running shoes, sandals or any other form of informal footwear will not be acceptable.
- c) During cold weather operations pilots may substitute turtle necks and/or v-neck sweaters in place of the pilot shirt. SF34 pilots are restricted to the addition of a v-neck sweater with the pilot shirt.
- d) Upon submission of receipt the Company shall reimburse the pilot one hundred and fifty (\$150.00) dollars towards the purchase of a blue "Snow Goose" parka, which shall have a useful life of five (5) years.

**SECTION 26****DEDUCTION OF DUES**

- 26.1** The Company shall deduct from the payroll for each pay period from wages due and payable to each Pilot coming within the scope of this Agreement, an amount equivalent to the dues of the Association, subject to the conditions set forth hereunder:
- 26.2** The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of the Agreement except to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- 26.3** If the wages of a Pilot payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company in such month. The Company shall not carry forward and deduct from any subsequent wages, the dues not deducted in the previous month.
- 26.4** Only payroll deductions now or hereafter required by law, and/or deductions of monies due or owing the Company, shall be made from wages prior to the deduction of dues.
- 26.5** The amount of dues so deducted from wages accompanied by a statement of deductions from Pilots, shall be remitted by the Company to the Association not later than thirty (30) calendar days following the pay period in which the deductions were made.
- 26.6** The Company shall not be responsible financially or otherwise, either to the Association or to any Pilot for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.

**26.7** In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section of this Agreement, and should the company choose to participate in the proceeding, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Association, counsel fees are incurred these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

**26.8** The Company shall supply the MEC Chairman with a monthly statement showing the total dues paid to the Association from each pilots pay.

**SECTION 27****EMPLOYEE BENEFITS**

- 27.1 **As** a condition of employment and except as provided below, pilots will participate in the group insurance plan as arranged by the Company for all of its employees, which will be the minimum coverage available to the pilots.
- 27.2 The Company shall inform the Association of the costs per pilot for each of the insurance benefits, and further, shall inform the Association of any changes in underwriter(s).
- 27.3 Any furlough of one calendar month or less shall not result in any interruption of benefits to the pilot(s) subject to the insurer.
- 27.4 **A** pilot will receive all benefits during any period of short term disability. The Company will continue benefits for pilots on pregnancy/parental leave if the pilot pays their portion of the premium.
- 27.5 The cost of the group insurance plan will be shared by the pilots and the Company. The pilots' share is one hundred percent (100%) of the cost of the short term and long term disability coverage, and the Company's share is one hundred percent (100%) of the cost of the life insurance, the dental plan and the drug plan, in accordance with past practise. The pilots shall pay fifty (50%) percent of the total cost of all insurance plans and benefits.
- 27.6 Any benefit and/or insurance provided through the group insurance plan shall be as described in the respective policy or policies of insurance. The specific application and administration of all group insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract(s) with the insurance carrier(s).
- In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the pilot and the insurance carrier concerned, and not by the grievance and arbitration provisions of this Agreement. However, if requested to do so the Company will intervene and attempt to settle the dispute between the pilot and the insurance carrier(s).

27.7 In the event that the insurance carriers, benefit plan coverage or premiums are to be amended during the term of this collective agreement the Company will notify the Association sixty (60) days prior to the effective date of any such changes. The Association may elect within forty five (45) days of notification by the Company to withdraw from the group insurance plan. In the event that the Association makes this election the Company agrees to contribute their current share of the premiums on a monthly basis to a group insurance plan of the Associations choice.

27.8 **PARKING**

27.8.1 The Company will pay fifty (50%) percent of the cost of all Winnipeg based pilots who choose to have parking at the Winnipeg airport, by reimbursing pilots on the basis of receipted expenses.

27.8.2 The Company will continue its present practice respecting the provision of parking facilities in Thompson.

27.9 **SPACE AVAILABLE TRAVEL**

27.9.1 The Company will not provide pilots with lesser pass privileges than those afforded other Company non-managerial employees.

27.10 **LICENSING AND CERTIFICATION**

27.10.1 The Company will pay for all permanent licenses and certificates required to complete the assigned work, except duplicates required as the result of loss, damage, or defacement.

27.11 **PILOT PENSION PLAN**

27.11.1 All pilots hired after the ratification of this Agreement shall enroll in the Company's Pension Plan, administered by Mutual Life of Canada, after one (1) year of continuous service with the Company. Pilots hired prior to the ratification date may choose to join, but are not required to do so. Pilots participating shall contribute an amount equal to two percent (2%) of their regular wages to be matched by the Company. All conditions of the plan shall be as per the Master Agreement with Mutual Life of Canada, and in accordance with all applicable laws.

**SECTION 28****MISSING, HIJACKING & INTERNMENT BENEFITS**

- 28.1** While **on** Company duty, if a Pilot is deemed captured, held hostage or is missing, he will have his earnings continued at **80%** of his **gross** earnings as established by the previous month's schedule.
- Such compensation shall continue for the period during which the Pilot is captured, held **as** a prisoner, hostage or until death can be established, for a maximum period of one year.
- 28.2** The compensation allowable under Section **28.1** shall be held for the pilot's account without interest, provided that any such compensation remaining from time to time available to the pilot shall be dispensed by the Company to the person or persons designated by the pilot in the **form** letter prescribed in Section **28.4**.
- 28.3** **As** an alternative to paying compensation in accordance with Section **28.1**, the Company **may** pay the difference between the amount of **any** compensation payable and the amount of any compensation otherwise available in respect **of** pilots captured, held hostage or missing **as** described in Section **28.1**.

28.4 Form Letter:

Date: \_\_\_\_\_

To: Calm Air International Ltd.

The Company is hereby directed to pay all monthly compensation allowable to me under the applicable Section of the Agreement between Calm Air International Ltd. and the Air Line Pilots Association as follows:

(a) \_\_\_\_\_% of such compensation to (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as long as living.

(a) \_\_\_\_\_% of such compensation to (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as long as living.

(a) \_\_\_\_\_% of such compensation to (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as long as living.

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

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

Payments made by the Company pursuant to this direction shall fully release the Company from any further claims to compensation on my behalf under the Agreement between Calm Air international Ltd. and the Air Line Pilots Association.

\_\_\_\_\_  
Employee's Signature

**SECTION 29****ASSOCIATION BUSINESS FLIGHT RELEASE**

- 29.1 **The** Company may, when requested, authorize release from flight duty, MEC and LEC delegates in order that they may attend to Association business, subject to the needs of the service.
- 29.2 Requests for Association releases must be in writing by the MEC Chairman and submitted **to** the Chief Pilot **for** authorization **as** far in advance as possible.
- 29.3 Should additional costs **be** incurred due to the granting of a request for Flight Duty **R**elease, then all such costs will be assumed by the Association.
- 29.4 The Company and the Association will expeditiously meet for the purpose of developing and implementing a mutually acceptable ALPA Flight Release/**C**redit program.
- 29.5 Positive space passes on Company aircraft and time **off**, subject to operational requirements, will **be** provided **for**:
- a) Collective Bargaining meetings with the Company;
  - b)** Meetings **with** the Company requested **by** the Company including Grievance Hearings and;
  - c) Accident or Incident Investigations.



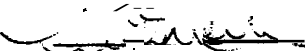
**SECTION 30**

**DURATION**

30.1 Provisions of this Agreement will become effective on December 1, 1997, and shall continue in full force and effect until midnight November 30, 2001. This agreement will renew itself without change for each succeeding year thereafter, unless written notice of desired change is served by either party within ninety (90) calendar days prior to the expiry date. Negotiations will commence within twenty (20) calendar days of such notice.


The parties hereto have signed this Agreement this 14<sup>th</sup> Day of December 1997

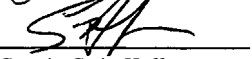
**FOR CALM AIR INTERNATIONAL LTD.**

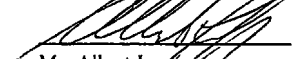
Signed:   
Mr. C.A.L. Morberg  
President

Signed:   
Mr. Gary Beurivage  
V.P. Operations

**FOR THE AIR LINE PILOTS ASSOCIATION:**

Signed:   
Captain J. Randolph Babbitt  
President

Signed:   
Captain Craig Hoffman  
Calm Air International MEC Chairman

Signed:   
Mr. Albert Leger  
Contract Administrator

APPENDIX ACALM AIR INTERNATIONAL LTD.  
PILOTS SENIORITY LIST

<u>No.</u>	<u>Name</u>	<u>Date of Hire</u>		<u>Base</u>
01.	Scott, Bonnar	12 November,	1979	YWG
02.	St. Pierre, Jim	01 December,	1981	YTH
03.	Menard, Mark	10 September,	1984	YTH
04.	Morberg, Nelson	25 May,	1987	YTH
05.	Hogarth, Glenn	10 August,	1987	YTH
06.	Wall, <b>Art</b>	15 February,	1988	YWG
07.	McFadzean, Bob	21 February,	1988	YWG
08.	Hoffman, Craig	15 June,	1988	YWG
09.	Cole, Stephen	06 July,	1989	YTH
10.	Scheper, Jack	01 October,	1990	YWG
11.	Gagnon, Rod	22 April,	1993	YWG
12.	Chritchley, Alec	05 July,	1993	YWG
13.	Backhouse, Robert	23 July,	1993	YTH
14.	Bell, David	15 July,	1994	YWG
15.	Brunelle, Jean <b>Louis</b>	27 April,	1995	YWG
16.	McKinnon, Harvey	27 April,	1995	YWG
17.	Ogwal, Patrick Lyndon	29 May,	1995	YWG
18.	Murray, Andrew	29 May,	1995	YTH
19.	England, Gregory	04 July,	199s	YWG
20.	Rodrigues, Michele	04 July,	1995	YWG
21.	Dick, Dwayne	18 August,	199s	YWG
22.	Moon, <b>Ed</b>	12 September,	1995	YWG
23.	Nes, Vegard	03 June,	1996	YWG
24.	Cupeiro, Paul	02 July,	1996	YWG
25.	Brown, Craig	06 September,	1996	YTH
26.	Schnellert, Conrad	09 September,	1996	YTH
27.	Sperle, Dwayne	10 September,	1996	YWG
28.	Calder, Sharlyn	30 September,	1996	YWG
29.	Boyd, Darren	21 March,	1997	YTH
30.	Sohlberg, Tore	22 March,	1997	YWG
31.	Phillips, Robert	22 March,	1997	YWG
32.	Simpson, Terry	30 March,	1997	YWG
33.	Hilderman, <b>Jerry</b>	30 March,	1997	YWG
34.	Martin, Greg	31 March.	1997	YTH



**APPENDIX A continued****CALM AIR INTERNATIONAL LTD.**  
**PILOTS SENIORITY LIST**

<b><u>No.</u></b>	<b><u>Name</u></b>	<b><u>Date of Hire</u></b>		<b><u>Base</u></b>
35.	Slykerman, Cory	01 April,	1997	YTH
36.	Arnbjornsson, Sveinn	09 October,	1997	YWG
37.	MacKenzie, Glenn	25 October,	1997	YTH
38.	Murphy, Kevin	01 February,	1998	YWG
39.	Dick, John (JAD)	02 February,	1998	YWG
40.	Kinasewich, Geoffrey	03 February,	1998	YTH
41.	Ryshytylo, John	28 February,	1998	YTH
42.	Wachta, David	01 March,	1998	YTH
43.	Astwood, Rob	28 March,	1998	YTH
44.	Baas, Greg	28 March,	1998	YTH
45.	Wilton, David	28 March,	1998	YTH
46.	Kozar, Rodney	28 March,	1998	YTH
47.	Hardy, Graham	03 May,	1998	YWG
48.	McGregor, Glen	04 May,	1998	YWG
49.	Caine, James	18 May,	1998	YTH
50.	MacDonald, David	19 May,	1998	YTH
51.	Murray, Cameron	19 May,	1998	YTH
52.	Thompson, Richard	19 May,	1998	YTH
53.	Morgan, John	01 June,	1998	YTH
54.	Hodges, Brad	01 June,	1998	YTH
55.	Fronte, Vincent	17 July,	1998	YTH
56.	Briggs, Tim	01 August,	1998	YWG

\*

Denotes where two or more pilots share the same date of hire. These pilots seniority shall be clarified as per paragraph 6.2.3 of Section 6 SENIORITY in the Collective Agreement.

APPENDIX BDEFINITIONS

- 1 "ASR Stipend Pay" shall mean the addition of the twelve rates of pay for the particular aircraft being scheduled, divided by twelve.
- 2 "Assignment" is considered the status, equipment and base of a pilot.
- 3 "Bid Award" shall mean written notice of change or confirmation of assignment given to a pilot from the Company.
- 4 "Block" shall mean a monthly schedule of flight duty periods (including training, vacation days, statutory holidays, and all other applicable credits) and days off constructed for a pilot from his bid.
- 5 "Blockholder" shall mean a pilot who currently holds a block.
- 6 "Calendar Day" is considered to be a twenty-four (24) hour period from midnight to midnight, local time.
- 7 "Captain" shall mean a pilot who is in command of the aircraft and its crew members while on flight duty and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified and designated by the Company to serve as, and hold effective MOT Certificates authorizing him to serve as such Captain. When two or more qualified Captains are designated on the same crew on a Company operated aircraft, the pilot most senior on the Pilot Seniority List shall be in command of the aircraft.
- 8 "Consumer Price Index (CPI)" shall mean the Consumer Price Index for Canada, for all items. The base rate CPI for calculating the rate increase is the CPI for October of the previous year.
- 9 "Day" is considered to be any consecutive twenty-four (24) hour period.
- 10 "Day Off" shall mean a Calendar day on which the pilot is not scheduled for duty of any nature (also called an "O" day).
- 11 "Deadheading" shall be the positioning of a non-operating pilot from one location to another at the Company's request. Deadheading shall be considered on duty.

APPENDIX B continued

DEFINITIONS

- 12 "Draft" shall mean the involuntary assignment of a Pilot to any duty on a day which he was originally scheduled a day off.
- 13 "**Effective** Date" shall mean the date on which a pilot **is** projected to begin duties in a new permanent/temporary assignment **as** awarded via a bid award.
- 14 "Equipment Status" shall mean the type of equipment to which a Captain or First Officer is assigned.
- 15 "First Officer" means a pilot designated by the Company who is second in command of the aircraft and whose duty is to assist or relieve **the** Captain, and who is properly authorized and holds currently effective MOT Certificates authorizing him to **serve** as such First Officer,
- 16 "Flight Time" shall mean the total time from the moment an 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,
- 17 "Guaranteed Day Off" shall mean any calendar day which forms part of the Pilot's minimum guaranteed days **off** per month.
- 18 "**Maintenance** Base" shall mean any base at which qualified Aircraft Maintenance Engineers (AMEs) are available to service and secure an aircraft upon completion of a day in service, and to release an aircraft into service when **so** required by the Company.
- 19 "Management Pilot" shall mean the Chief Pilot and Pilots above that rank whom are not covered under the terms and conditions of the Collective Agreement.
- 20 "Minimum Monthly Guarantee" shall **be** 75 credit hours for Pilots on all aircraft types.
- 21 "Month" shall mean a complete calendar month, commencing as of 12:01 a.m. on the first day of that month, and ending as of midnight on the last day of that month.

For the purposes **of** scheduling, January shall be considered from January 1st to January 30th inclusive, February shall be considered from January 31st to March 1st inclusive, and March shall be from March 2nd to March 31st inclusive **to** make the first three months 30 days each.

APPENDIX B continuedDEFINITIONS

- 22 "Monthly Maximum Bid" in the months of June through October shall be ninety (90) credit hours per month, for the months of November through May eighty-five (85) credit hours per month, for Pilots on all aircraft types,
- 23 "**MOT**" shall mean Canadian Department of Transport or ~~Transport~~ Canada, or such other federal agency that holds similar status in law.
- 24 "Off Duty" shall mean the period of time spent on the ground during which a Pilot is relieved of all duty associated with the Company.
- 25 "~~Overprojection~~" shall mean the situation that exists when a pilot's actual credits plus his projected credits for a month exceed the monthly maximum as provided for in Section 4.1. This applies to Overprojections caused by Reassignments and Irregular Operations,
- 26 "Pairing" shall mean a pre-arranged schedule of one or more consecutive duty periods.
- 27 "Permanent Assignment" shall mean the position held by a pilot in regard to pilot base, equipment and status. A change in any or all of the preceding shall constitute a change in a pilot's permanent assignment.
- 28 "Personnel File" means the record of a pilot's history of employment with the Company.
- 29 "Pilot Base" shall refer to the specific airport, designated by the Company and indicated on the Pilot Seniority List, to which a Pilot or group of Pilots is permanently assigned. All pairings initiate and terminate from a Pilot Base.
- 30 "Position" shall refer to a pilot's status and equipment.
- 31 "Probation Period" shall mean the assessment period for newly hired pilots to their being considered permanent employees.
- 32 "Reassignment" shall mean the assignment of a Pilot on a scheduled working day to any flight(s) not originally scheduled in his block.
- 33 "Reduction" shall mean a decrease in the number of assignments in status on an equipment type at a pilot base.
- 34 "Released" shall mean the time when a pilot's on-duty period ends.


APPENDIX B continuedDEFINITIONS

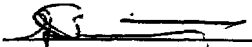
- 35            **"Report time"** shall mean the time that a pilot is required to begin a scheduled duty period.
- 36            **"Reserve Day"** shall mean the twenty-four (24) hour period from midnight to midnight local time during which reserve duty occurs.
- 37            **"Reserve Period"** shall mean a period, within a reserve day, when a pilot so assigned will be available for flight duty.
- 38            **"Service"** shall refer to the total length of time without a break in employment relationship that a pilot is employed by the Company as a pilot.
- 39            **"Status"** means a pilot's assigned classification. (i.e. Captain or First Officer.)
- 40            **"Supervisory Pilots"** shall mean those pilots whose names are on the Pilot Seniority List and who hold Check Pilot "A" Authority, Check Pilot "B" Authority, as designated by the Company.
- 41            **"Temporary Assignment"** shall mean a pilot position in regard to Base, Equipment and Status of six (6) months or less duration.
- 42            **"Training pilot"** shall be a pilot designated by the Company to conduct training for the purpose of upgrading or qualifying other pilots. Training duties shall include, but are not limited to: aircraft ground schools, flight training, ground briefings associated with flight training, acting as non-flying pilot on flight tests and line indoctrination, and any pertinent office duties.
- 43            **"Trip Period"** shall commence at report time on the first day of a multi-day pairing and continue until released from duty at home base.
- 44            **"Vacancy"** is a requirement, determined by the Company, for a position at a base to meet the requirements of the schedule.
- 45            **"Year"** means a complete calendar year.
- 46            **"Years of service as a Captain"** shall mean the total number of years a Pilot is employed as a Captain on a permanent assignment without any break in employment relationship, plus any temporary Captain flying.

APPENDIX B continued


DEFINITIONS

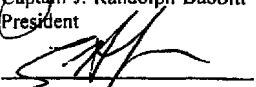
FOR CALM AIR INTERNATIONAL LTD.:

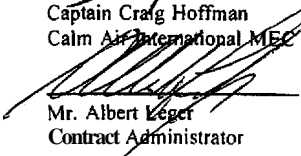
Signed:   
Mr. C.A.L. Morberg  
President

Signed:   
Mr. Gary Beurivage  
V.P. Operations

FOR THE AIR LINE PILOTS ASSOCIATION:

Signed:   
Captain J. Randolph Babbitt  
President

Signed:   
Captain Craig Hoffman  
Calm Air International MEC Chairman

Signed:   
Mr. Albert Leger  
Contract Administrator



APPENDIX C

TRAINING CONTRACT

CALM AIR INTERNATIONAL LTD.  
TRAINING CONTRACT FOR AIRCRAFT MORE THAN 12,500 POUNDS

BETWEEN:

CALM AIR INTERNATIONAL LTD.  
90 Thompson Drive  
Thompson, Manitoba  
R8N 1Y8  
("Calm Air")

• and •

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Pilot")

Provisos:

- a) Calm Air is a commercial air carrier which employs pilots to operate its aircraft.
- b) The Pilots in the employ of Calm Air are represented by the Air Line Pilots Association **as** per Section 1.1.1 of the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association.
- c) The Pilot is required to receive training under the provisions of Sections 9 and 10 of the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association.
- d) The Pilot acknowledges that it is reasonable to provide security to Calm Air to ensure payment **to** Calm Air on account of his/her failure to perform his/her duties as specified in the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association with regard **to** length of service following the execution of this agreement.

Therefore, for good and valuable consideration, the parties agree as follows:

1. The training consists of:
- 
- 

as specified in Calm Air's current Operations Manual.

2. The value of security for training agreed to be payable to Calm Air under this agreement is **\$ 10,000.00.**
3. Calm Air agrees to provide training to the Pilot as required in a reasonable and expeditious manner. The Pilot agrees to make him/herself available for training and to apply his/her best ~~effort~~ to it.
4. The Pilot agrees to make his/her services available to Calm Air for a period of two (2) years following the execution of this agreement subject to the provisions of the Collective Agreement between Calm Air international Ltd, and the Air Line Pilots Association.
5. The Pilot will pay Calm Air the amount specified in paragraph 2 upon execution of this agreement.
6. Calm Air will repay the Pilot or his/her assign. the training security amount. This repayment shall be made in twenty-four (24) equal monthly instalments.

Where the Pilot has secured the amount required through an accredited financial institution (lender) Calm Air will repay the principle amount to the Pilot, plus the fixed rate of interest specified in the banking instrument (loan agreement) executed by the Pilot and the lender. Where the Pilot has remitted the security payment required in cash, Calm Air will repay the principle amount to the Pilot, plus interest at the lowest prime rate charged by the Bank of Nova Scotia in the prior month plus one per cent (1%).

7. If the Pilot resigns from his/her employment with Calm Air, then the Pilot will be deemed to be indebted to Calm Air for the training security in the amount specified in paragraph 2 of this agreement. This amount will be reduced by 1/24th for each complete month the Pilot serves Calm Air after the execution of this agreement.
8. If Calm Air dismisses the Pilot from his/her employment after his/her probationary period the provisions in Section 10.1.14 paragraph d) of the Collective Agreement between Calm Air International Ltd, and the Air Line Pilots Association will apply.
9. If Calm Air dismisses the Pilot from his/her employment during his/her probationary period the provisions in Section 10.1.14 paragraph c) of the Collective Agreement between Calm Air International Ltd, and the Air Line Pilots Association will apply.
10. If the Pilot is furloughed the provisions in Section 10.1.14 paragraph f) of the Collective Agreement between Calm Air International Ltd, and the Air Line Pilots Association will apply.

- 11. The Pilot authorizes and directs Calm Air to pay any sum becoming due to Calm Air under the terms of paragraph 6 of the agreement from the funds paid to Calm Air from paragraph 5 of this agreement.
- 12. Nothing in this agreement is intended to supersede an of the provisions included in the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association.
- 13. In the event of a dispute under this agreement, such dispute shall be addressed through Section 22, Grievance Procedures and Section 24, Arbitration, of the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association.

Calm Air and the Pilot have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CALM AIR INTERNATIONAL LTD.

Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Pilot

**FOR CALM AIR INTERNATIONAL LTD.:**

Signed: 

Mr C.A.L. Morberg  
President

Signed: 

Mr. Gary Beurivage  
V.P. Operations

**FOR THE AIR LINE PILOTS ASSOCIATION:**

Signed: 

Captain J. Randolph Babbitt  
President

Signed: 

Captain Craig Hoffman  
Calm Air International MEC Chairman

Signed: 

Mr. Albert Lager  
Contract Administrator

APPENDIX C continued

TRAINING CONTRACT

CALM AIR INTERNATIONAL LTD.  
TRAINING CONTRACT FOR THE DHC 6 AIRCRAFT

BETWEEN:

CALM AIR INTERNATIONAL LTD.  
90 Thompson Drive  
Thompson, Manitoba  
**R8N 1Y8**  
("Calm Air")

- and -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Pilot")

**Provisos:**

- a) Calm Air is a commercial air carrier which employs pilots to operate its aircraft.
- b) The Pilots in the employ of Calm Air are represented by the Air Line Pilots Association **as** per Section 1.1.1 **of** the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association.
- c) The Pilot is required to receive training under the provisions of Sections 9 and 10 of the Collective Agreement between Calm Air International Ltd. **and** the Air Line Pilots Association.
- d) The Pilot acknowledges that it is reasonable to provide security to Calm Air to ensure payment to Calm Air on account of his/her failure to perform his/her duties as specified in the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association with regard to length of service following the execution of this agreement.

Therefore, for good and valuable consideration, the parties agree as follows:

1. The training consists of:

---

---

as specified in Calm Air's current Operations Manual.

2. The value of security for training agreed to be payable to Calm Air under this agreement is **\$ 2,500.00**.
3. Calm Air agrees to provide training to the Pilot as required in a reasonable and expeditious manner. The Pilot agrees to make him/herself available for training and to apply his/her best effort to it.
4. The Pilot agrees to make his/her services available to Calm Air for a period of **one (1)** year following the execution of this agreement subject to the provisions of the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association.
5. The Pilot will pay Calm Air the amount specified in paragraph 2 upon execution of this agreement.
6. Calm Air will repay the Pilot or his/her assign, the training security amount. This repayment shall be made in twelve (12) equal monthly instalments.

Where the Pilot has secured the amount required through an accredited financial institution (lender) Calm Air will repay the principle amount to the Pilot, plus the **fixed** rate of interest specified in the banking instrument (loan agreement) executed by the Pilot and the lender. Where the Pilot has remitted the security payment required in cash, Calm Air will repay the principle amount to the Pilot, plus interest at the lowest prime rate charged by the Bank of Nova Scotia in the prior month plus **one** per cent (1%).

7. If the Pilot resigns from his/her employment with Calm Air, then the Pilot will be deemed to be indebted to Calm Air for the training security in the amount specified in paragraph 2 of this agreement. This amount will be reduced by 1/12th for each complete month the Pilot **services** Calm Air after the execution of this agreement.
8. If Calm Air dismisses the Pilot from his/her employment after his/her probationary period the provisions in Section 10.1.14 paragraph d) of the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association will apply.
9. If Calm Air dismisses the Pilot from his/her employment during his/her probationary period the provisions in Section 10.1.14 paragraph c) of the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association will apply.
10. If the Pilot is furloughed the provisions in Section 10.1.14 paragraph f) of the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association will apply.

- 11. The Pilot authorizes and directs Calm Air to pay any sum becoming due to Calm Air under the terms of paragraph 6 of the agreement from the funds paid to Cairn Air from paragraph 5 of this agreement.
- 12. Nothing in this agreement is intended to supersede an of the provisions included in the Collective Agreement between Calm Air International Ltd. and the Air Line Pilots Association.
- 13. in the event of a dispute under this agreement, such dispute shall be addressed through Section 22, Grievance Procedures and Section 24, Arbitration, of the Collective Agreement between Calm Air international Ltd. and the Air Line Pilots Association.

Calm Air and the Pilot have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CALM AIR INTERNATIONAL LTD.

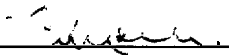
Per \_\_\_\_\_

Per \_\_\_\_\_

\_\_\_\_\_  
Witness

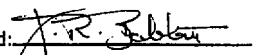
\_\_\_\_\_  
Pilot

**FOR CALM AIR INTERNATIONAL LTD.:**

Signed:   
Mr. C.A.L. Morberg  
President

Signed:   
Mr. Gary Beurivage  
V.P. Operations

**FOR THE AIR LINE PILOTS ASSOCIATION:**

Signed:   
Captain J. Randolph Babbitt  
President

Signed:   
Captain Craig Hoffman  
Calm Air International MEC Chairman

Signed:   
Mr. Albert Leger  
Contract Administrator

**LETTER OF UNDERSTANDING No. 1**

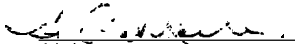
This Letter of Understanding is between Calm Air International Ltd. (the Company) and the Air Line Pilots Association (the Association) regarding:


**NELSON MORBERG**

This Letter of Understanding is to be read in conjunction with Section 1, GENERAL SCOPE, with particular reference to 1.1.2 and 1.2.1 wherein Nelson Morberg is recognized as a pilot and is otherwise excluded from this Collective Agreement.

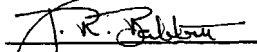
While Nelson Morberg is employed in a management position, and until he becomes a full time pilot, he shall not be allowed to bid for any planned flying, but may continue to operate aircraft for the purpose of marketing or promoting the Company, or transporting its Executives. He may also do other flying in exceptional circumstances and to minimize schedule disruptions where no other pilot is available, including pilots available to be drafted and reserve pilots.


**FOR CALM AIR INTERNATIONAL LTD.**

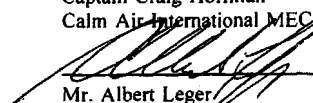
Signed:   
Mr. C.A.L. Morberg  
President

Signed:   
Mr. Gary Beauvage  
V.P. Operations

**FOR THE AIR LINE PILOT2 ASSOCIATION:**

Signed:   
Captain J. Randolph Babbitt  
President

Signed:   
Captain Craig Hoffman  
Calm Air International MEC Chairman

Signed:   
Mr. Albert Leger  
Contract Administrator

**LETTER OF UNDERSTANDING No. 2**

This Letter of Understanding is between Calm Air International Ltd. (the Company) and the Air Line Pilots Association (the Association) regarding:

**COMMUTING**

**At the** discretion of the Company new hire pilots will be required **to** maintain their residence at the pilot base specified by the Company for the first six **(6)** months of their employment or the duration **of** their first aircraft assignment, whichever is the greater.

**All** pilots intending to commute to/from their assigned base shall bear the entire cost associated with that commuting.

The Company reserves the right **to** limit the number of pilots commuting to/from a particular base. Such limits shall not be unreasonably imposed, and must **be** based on **demonstrable** operational requirements. It is further understood that **no** pilot will be required **to** move to his assigned base as a result **of** this provision. Should a limit be imposed on commuting pilots under this clause, the **next** pilot in the restricted category changing **base as** a result of a bid will be informed of the requirement **to** move to the location of the assignment by its effective date.

Pilots commuting to/from their assigned bases shall strictly adhere to established pass policies and flight reservation procedures. The Company shall assist by providing ID 50 tickets between Thompson and Winnipeg as backup, and jump seat priority **to** commuting pilots,

**FOR CALM AIR INTERNATIONAL LTD.:**Signed: 

Mr. C.A.L. Morberg  
President

Signed: 

Mr. Gary Beurivage  
V.P. Operations

**FOR THE AIR LINE PILOTS ASSOCIATION:**Signed: 

Captain J. Randolph Babbitt  
President

Signed: 

Captain Craig Hoffman  
Calm Air International MEC Chairman

Signed: 

Mr. Albert Leger  
Contract Administrator




LETTER OF UNDERSTANDING No. 3

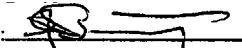
This Letter of Understanding is between Calm Air International Ltd. (the Company) and the Air Line Pilots Association (the Association) regarding:

PILOT HEALTH

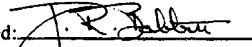
*As per Company draft letter of 16 April, 1998. To be finalized after further information sharing and consultations.*


**FOR CALM AIR INTERNATIONAL LTD.:**


Signed:   
Mr. C.A.L. Morberg

  
Signed Mr. Gary Beaurivage  
V.P. Operations  
V.P. Operations

**FOR THE AIR LINE PILOTS ASSOCIATION:**

Signed:   
Captain J. Randolph Babbitt  
President

Signed:   
Captain Craig Hoffman  
Calm Air international MEC Chairman

Signed:   
Mr. Albert Legot  
Contract Administrator

**LETTER OF UNDERSTANDING No. 4**

This Letter of Understanding is between Calm Air International Ltd. (the Company) and the Air Line Pilots Association (the Association) regarding:

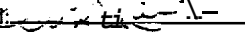
**PAIRINGS - IRREGULAR CONSTRUCTION**

This letter of understanding is to be read in conjunction with Section 4, **HOURS OF SERVICE** and Section 5, **SCHEDULING**, with particular reference to paragraphs 4.4 (maximum duty period) and **5.2.6** (minimum **off duty period**). The duration of this letter is to run concurrent with Section 30 of the Collective Agreement between the parties.

It is agreed that a pairing be constructed to group flight 1561 with the following day's **1562** and **1555** as one duty period. This will take advantage of Canadian Air Regulations 700.15 paragraph 5, which states in part that: the "flight duty time may be extended beyond the maximum time by one-half the **length** of the rest period, to a maximum of 3 hours". This will result in a combined **on duty** time of 15 hours and 20 minutes with 6 hours and 15 minutes of on duty rest.

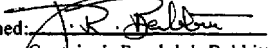
It is not intended that this be considered a standard way to group pairings, it's intent is rather to reduce the number of overnight's crew's would otherwise be assigned.


**FOR CALM AIR INTERNATIONAL LTD.:**

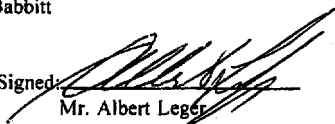
Signed:   
 Mr. C.A.L. Morberg  
 President

Signed:   
 Mr. Gary Beurivage  
 V.P. Operations

**FOR THE AIR LINE PILOTS ASSOCIATION.**

Signed:   
 Captain J. Randolph Babbitt  
 President

Signed:   
 Captain Craig Hoffman  
 Calm Air International MEC Chairman

Signed:   
 Mr. Albert Leger  
 Contract Administrator

**LETTER OF UNDERSTANDING No. 5**

This Letter of Understanding is between Calm Air international Ltd. (the Company) and the Air Lint Pilots Association (the Association) regarding:

**INITIAL SF34 TRAINING IN SAN ANTONIO**

This letter of Understanding is to be read in conjunction with Section 3, PAY and Section 4, HOURS OF SERVICE.

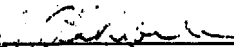
Pilots deadheading to San Antonio to receive SF34 initial training, shall receive four (4) flight credits for travelling, each way.

Pilots receiving such training will receive three (3) flight credit hours for a simulator session.

Pilots receiving such training will not have such flight credit hours counted when determining overtime entitlements.


The Company may assign one (1) GDO in San Antonio for every three (3) complete calendar days spent training in San Antonio.

**FOR CALM AIR INTERNATIONAL LTD.:**

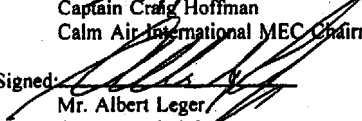
Signed:   
Mr. C.A.L. Morberg

Signed:   
Mr. Gary Beurivage  
V.P. Operations

**FOR THE CANADIAN AIR LINE PILOTS ASSOCIATION:**

Signed:   
Captain J. Randolph Babbitt  
President

Signed:   
Captain Craig Hoffman  
Calm Air International MEC Chairman

Signed:   
Mr. Albert Leger  
Contract Administrator

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