



ALPA / CALM AIR

AGREEMENT No. 4

between

CALM AIR INTERNATIONAL LTD.

and

the Pilots in the employ of

CALM AIR INTERNATIONAL LTD.

as represented by the

AIR LINE PILOTS ASSOCIATION

Effective December 01, 2004 – April 30, 2007

124 81 (03)

TABLE OF CONTENTS

MEMORANDUM OF AGREEMENT

PREAMBLE

GENERAL SCOPE SECTION 1

- 1.1 Association Recognition
- 1.2 Flying
- 1.3 Issuance of Agreement
- 1.4 General

MANAGEMENT RIGHTS SECTION 2

PAY SECTION 3

- 3.1 Rates of Pay
- 3.2 General
- 3.3 Pay – Over Time
- 3.4 Change of Equipment Assignment
- 3.5 Scheduling Credits
- 3.6 Health and Safety Committee
- 3.7 Pay Summaries

HOURS OF SERVICE SECTION 4

- 4.1 – 4.13 General Rules

SCHEDULING SECTION 5

- 5.1 General
- 5.2 Block Construction
- 5.3 Scheduling Problems/Errors/Changes
- 5.4 Pairing Exchange
- 5.5 Reserve
- 5.6 Reassignment
- 5.7 Drafting
- 5.8 Irregular Operations

SENIORITY SECTION 6

- 6.1 General
- 6.2 Application of Seniority
- 6.3 Loss of Seniority

SUPERVISORY AND MANAGEMENT PILOT FLYING SECTION 7

- 7.1 Management Pilots
- 7.2 Training and Standards Captains

PROBATION**SECTION 8**

FILLING OF ASSIGNMENTS**SECTION 9**

- 9.1 Bases
- 9.2 Temporary Base
- 9.3 Base Trade
- 9.4 Bidding on Permanent/Temporary Assignments
- 9.5 Awarding Assignments
- 9.6 Types and Variants
- 9.7 Selection Review Committee
- 9.8 Reinstatement Rights
- 9.9 HS 748 Seasonal Operation

TRAINING**SECTION 10**

- 10.1 General Training
- 10.2 Scheduling
- 10.3 Transportation and Expenses
- 10.4 Failure to Qualify
- 10.5 IFR/PPC Renewal and Continued Qualifications
- 10.6 Position and Equipment Upgrades
- 10.7 Downgrades
- 10.8 Line Indoctrination and Initial Line Check
- 10.9 Captain in Training Program
- 10.10 Training Contracts
- 10.11 Initial SF 34 Training

NEW EQUIPMENT**SECTION 11**

VACATION**SECTION 12**

- 12.1 Vacation Year
- 12.2 Vacation Entitlement
- 12.3 Vacation Bid System
- 12.4 General
- 12.5 Vacation Reassignment

STATUTORY HOLIDAYS**SECTION 13**

LEAVES OF ABSENCE**SECTION 14**

- 14.1 General
- 14.2 Maternity Leave/Child Care
- 14.3 Jury Duty
- 14.4 Bereavement Leave
- 14.5 Short and Long Term Illness or Injury
- 14.6 Emergency Days

SICK LEAVE **SECTION 15**

- 15.1 General
- 15.2 Entitlement
- 15.3 Application
- 15.4 Occupational
- 15.5 Return to Duty From Sick Leave
- 15.6 Seniority

PILOT HEALTH **SECTION 16**

- 16.1 Physical Examinations
- 16.2 Records
- 16.3 Safety Equipment (De-icing)
- 16.4 Medical Validity

LAYOFF AND RECALL **SECTION 17**

- 17.1 Layoff
- 17.2 Recall

TRAVELLING AND MOVING EXPENSES **SECTION 18**

- 18.1 Pilot Option Moves
- 18.2 Company Requested Moves
- 18.3 Expenses Covered

EXPENSES, LODGING AND TRANSPORTATION **SECTION 19**

- 19.1 Company Business Expenses
- 19.2 Per Diem Policy
- 19.3 Crew Rest Policy
- 19.4 Accommodation Standards
- 19.5 Meals
- 19.6 Ground Transportation Standards
- 19.7 Property Loss
- 19.8 Periodicals
- 19.9 Intentionally Left Blank
- 19.10 Admission to Flight Deck (Jump Seat)

ACCIDENT OR INCIDENT INVESTIGATION **SECTION 20**

- 20.1 Accidents or Incidents
- 20.2 Accident Investigation
- 20.3 Data Recorders

LEGAL **SECTION 21**

- 21.1 Defense and Counsel
- 21.2 Pilot Costs
- 21.3 Estate Settlement

GRIEVANCE PROCEDURE **SECTION 22**

DISCIPLINE OR DISCHARGE **SECTION 23**

ARBITRATION **SECTION 24**

- 24.1 Referral to Arbitration
- 24.2 Arbitration Selection
- 24.3 Jurisdiction
- 24.4 Association Rights/Representative
- 24.5 Arbitration Expense
- 24.6 Witness
- 24.7 Arbitrator's Decision

UNIFORMS **SECTION 25**

DEDUCTION OF DUES **SECTION 26**

EMPLOYEE BENEFITS **SECTION 27**

- 27.1 – 27.7 General
- 27.8 Parking
- 27.9 Space Available Travel
- 27.10 Licensing and Certification
- 27.11 Pilot Pension Plan
- 27.12 Commuting

MISSING AND INTERNMENT BENEFITS **SECTION 28**

ASSOCIATION BUSINESS FLIGHT RELEASE **SECTION 29**

- 29.1 General
- 29.2 Association Flight Release Time Bank

DURATION **SECTION 30**

APPENDIX A – (SENIORITY LIST)

APPENDIX B – (DEFINITIONS)

APPENDIX C – (TRAINING CONTRACT)

LETTERS OF UNDERSTANDING

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" or "CMA", 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" or "ALPA".

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 property to them are their first and greatest priority.

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

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

SECTION 1

GENERAL SCOPE

1.1 ASSOCIATION RECOGNITION

- 1.1.1 In accordance with the certification issued January 30, 1995 by the Canada Labour Relations Board, or as may be amended, the Company recognizes the 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, unless otherwise specified in this Agreement.

1.2 FLYING

- 1.2.1 Only Pilot(s) whose name(s) appear on the Pilot Seniority List shall be assigned to any Company flying as crew members on aircraft operated by the Company. Company flying shall include, without limitation, all revenue, non-revenue, scheduled, un-scheduled, passenger, cargo, placement, ferry, charter, training, maintenance test flights and publicity flights. Such flying, shall be in accordance with the terms and conditions of 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, (Example: Acts of God, or delay of aircraft delivery) provided that it does not do so for the purpose of laying off members of the Association.
- If circumstances arise that require the wet leasing of aircraft, the duration of the wet lease will be by mutual agreement between the Company and the Association. Prior to entering into such wet leases, the Company will advise the Association. Discussions will be held to examine the feasibility of the Company's pilots operating the leased aircraft.
- 1.2.3 This Agreement contemplates that Pilots shall devote their entire professional flying service to the Company, and shall not engage in any other professional flying without prior permission from the Company, which will not be unreasonably withheld. A Pilot's private flying shall not require prior permission from the Company unless it may affect his ability to serve the Company.

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.

Any amendments, such as Letters of Intent, and Letters of Understanding agreed to during the term of this Collective Agreement shall constitute part of the Collective Agreement between the parties. Unless cancelled or otherwise specified in the document, all such documents shall remain in full force and effect in accordance with Section 30 Duration.

- 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, or as may be amended, shall not be affected in any way except as otherwise governed or directed by the Board.
- 1.4.4 There shall be no discrimination on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for membership in the Association or participation in Association functions and activities, nor for the proper exercise of a Pilot's rights, responsibilities, and obligations under the Canadian Aviation Regulations, hereinafter referred to as "CARs".

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

PAY

3.1.1 HS748 Hourly Rates:

Months of Service	Captain 30 Nov. 03	Add 3% plus CPI	Captain 01 May 04	62% = F/O 01 May04
0-12	63.49	4%	66.03	40.93
13-24	64.77	4%	67.36	41.77
25-36	66.06	4%	68.70	42.59
37-48	67.38	4%	70.08	43.44
49-60	68.72	4%	71.47	44.30
61- plus	70.11	4%	72.91	45.21

3.1.2 SF340 Hourly Rates:

Months of Service	Captain 30 Nov. 03	Add 3% plus CPI	Captain 01 May 04	62% = F/O 01 May 04
0-12	58.11	4%	60.43	37.47
13-24	59.27	4%	61.64	38.23
25-36	60.47	4%	62.89	38.99
37-48	61.66	4%	64.13	39.76
49-60	62.90	4%	65.42	40.56
61- plus	64.17	4%	66.74	41.37

3.1.3 C208 Hourly Rates:

Months of Service	Captain 30 Nov. 03	Add 3% plus CPI	Captain 01 May 04	
0-12	42.34	4%	44.03	
13-24	43.18	4%	44.91	
25-36	44.06	4%	45.82	
37-48	44.93	4%	46.73	
49-60	45.83	4%	47.66	
61- plus	46.73	4%	48.60	

Annual increases shall be the annual CPI rate as of the month of October of the previous year to a maximum of 1%, plus a 3% wage increase to a maximum annual increase of 4%. Increases shall be paid effective May 01, 2004, May 01, 2005 and May 01, 2006.

3.1.4 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 training will receive flight credit hours as specified in this Agreement.
- d) For pay purposes, Training or Check Pilots shall receive credits as follows:
 - i) If training or check rides are the only duty in a particular day, they shall receive the greatest of four (4) credits, flight credit or duty credits at premium pay.
 - ii) If travel is required in the same duty period and training and check rides are the only other duty, they shall receive the greater of four (4) credits, flight credit or duty credit at premium pay.
 - iii) If travel is required for training or check rides and is not done in the same duty period, the travel will be paid as per the Agreement at regular pay.
 - iv) If training or check rides are done in a duty period that regular line flight duty is assigned, only the training flight time will be paid at premium.

v) If a Training or Check Pilot travels for these purposes and is on a trip period, he/she shall receive the greater of the combined travel and premium pay or the trip period pay.

3.2 **GENERAL**

3.2.1 Pilots shall be paid according to the type of aircraft flown and position filled, except as otherwise provided in this Agreement.

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.

Example - 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 First Officer on aircraft in the over 12,500 pound class, provided there is no break in the employment relationship.

Example - A First Officer with two completed years service on an aircraft in the over 12,500 pound class, who is assigned to a First Officer's position on another aircraft in the over 12,500 pound class, will receive the third year 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.

Example - 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.

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

Example - A Pilot with two years completed service on an aircraft in the over 12,500 pound class who is assigned to a position on an aircraft in the under 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 (15th) 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. In cases of an overpayment, a schedule of repayment by payroll deduction shall be arranged by mutual agreement between the Pilot and the Company subject to a maximum recovery period of six (6) months. Where the Pilot is terminated or resigns, the balance of the overpayment will be deducted from his final pay cheque.
- 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 a 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 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 or Vacation Day shall be paid at the overtime rate for such duty, and be granted another day in lieu that may be bid in a subsequent month.

A Pilot who is on duty that extends into a GDO, Statutory Holiday or Vacation Day will be paid at the premium rate for the duty that falls into the day off. If such duty is extended for more than one (1) hour into that day off, the Pilot will be granted an additional GDO, Statutory Holiday or Vacation Day in lieu to bid in the following month.

3.2.11 A Pilot will be considered not available for work when he is not able to work on a given day, including because of a personal leave of absence, absence due to medical reasons for which he 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.

Notwithstanding 3.2.11 above, a Pilot who fails a check ride, line check or ground school examination will continue to receive at least his monthly minimum guarantee for his first failure. A Pilot who fails a second consecutive check ride, line check or ground school examination arising from the failure will have his monthly minimums prorated from the date of the second or subsequent failure. The Company will endeavor to make any necessary training, check ride, line check or ground school examination available as quickly as possible.

3.2.12 Subject to the provisions of this Agreement, a Pilot shall be guaranteed a minimum of seventy five (75) credits per month for pay purposes.

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 The hourly overtime rate shall be 1.5 times the Pilot's appropriate hourly rate.

3.4 CHANGE OF EQUIPMENT ASSIGNMENT

- 3.4.1 The pay transition date for Pilots who have been awarded a Status upgrade shall be the Effective Date of the assignment or the date the Pilot completes his Pilot line check (LC) for the awarded assignment, whichever is sooner.
- 3.4.2 The pay transition date for Pilots who have been assigned a Status reduction shall be the Effective Date of the assignment or the date the Pilot completes his Pilot line check (LC) for the awarded assignment, whichever is later.

3.5 SCHEDULING CREDITS

- 3.5.1 The Association will designate one (1) scheduling representative for each aircraft type over 12,500 pounds, and one (1) scheduling representative for those aircraft less than 12,500 lbs to participate in the crew scheduling process.
- 3.5.2 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. The Association shall reimburse any expenses incurred by the ASR's.
- 3.5.3 The Company will provide each ASR a day to prepare their respective schedule, which will be placed on the ASR's monthly schedule, if requested by the ASR.

3.6 **HEALTH AND SAFETY COMMITTEE**

3.6.1 The Company agrees to incorporate at least one (1) Pilot in the Company Health and Safety Committee. The Pilot(s) on the Health and Safety Committee will receive a stipend equal to four (4) credit hours at the mean (average) rate for his aircraft type, per day, for attending such meetings. These days will be placed on the Pilot's monthly bid package being issued, whenever possible.

3.7 **PAY SUMMARIES**

3.7.1 The Company will provide the MEC Chairman a summary, on a once monthly basis, that will include all scheduled and un-scheduled flying carried out, drafts and reserve usage. This summary will also include a breakdown of the regular and overtime hours that each Pilot was paid.

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 months 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 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. A Pilot will not be forced to exceed the one hundred (100) hour limit without their consent.
- 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, with the exception of a flight that operates into a Pilot's scheduled GDO, Statutory Holiday or Vacation Day.
- 4.4** The maximum duty period will be fourteen **(14)** hours except as follows:
- a) The total time from reserve period commencement until the Pilot is released from any assigned flight duty shall not exceed nineteen **(19)** hours. (Example - A Pilot commencing a reserve period at 05:00 who begins flight duty at 19:00 must be released from flight duty no later than 00:00 the same day.)

- b) The duty period may be extended to seventeen (17) hours due to unforeseen circumstances provided both Pilots agree that it is safe to do so, and the requirements of the CARs are met. Should the decision be made not to extend the duty period, the crew will not be required to justify their decision any further. An unforeseen circumstance will be limited to:
- i) ATC delays
 - ii) Fuelling delays
 - iii) Weather (not forecasted)
 - iv) Mechanical breakdowns of aircraft
 - vi) Holding for other Company aircraft, provided that their delays are due to any of the above reasons.

4.5 The Company will not assign, and a flight crew member on those aircraft over 12,500 pounds, will not accept, more than three (3) consecutive duty periods in excess of twelve (12) hours without providing the Pilot with at least twenty four (24) consecutive hours free from flight duty prior to reporting for any further flight duty.

4.6 A duty period will start prior to the scheduled departure time in accordance with the following table.

<u>Start</u>	
i) Operating from a Maintenance Base -	45 Minutes
ii) Operating away from a Maintenance Base	60 Minutes
iii) Deadheading	45 Minutes
iv) Operating Charter flights out of CYWG	60 Minutes
v) At the required report time for training session	

4.7 A duty period will end in accordance with the following table.

<u>End</u>	
i) Terminating at a Maintenance Base	15 Minutes
ii) Terminating away from a Maintenance Base	30 Minutes
iii) Aircraft repositioning required (Taxiing)	30 Minutes
iv) Deadheading	15 Minutes
v) At the end of a training session	
vi) 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. 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.

- 4.9 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:

HS748	240 miles per hour
SF34	270 miles per hour
C208	180 miles per hour
 - iv) for each sector, add six (6) minutes for taxiing
 - 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

SCHEDULE

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 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.

In the event that the twenty-sixth (26th) day of the month falls on a weekend or a Statutory Holiday, the schedule will be available and distributed on the last working day prior to the weekend or statutory holiday.

5.1.3 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. (ALPA 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.

- 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 ASR's 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 5.1.2, blocks altered due to circumstances beyond the Company's control will not affect previously scheduled Guaranteed Days Off.
- 5.2.6 A Pilot may request Guaranteed Days Off (GDO's) immediately before and/or after his scheduled annual Vacation or Statutory Holidays with the following conditions:
- i) A VGDO is always to be considered as part of vacation
 - ii) Around three (3) or more STAT days, two (2) SGDO's on either side of the STATS will be given seniority bidding rights with those STATS.
 - iii) Around less than three (3) STAT days, only one (1) SGDO will be given seniority bidding rights with those STATS.
- 5.2.7 A Pilot assigned duty on a Guaranteed Day Off (GDO) will be paid in accordance with Section 3.3.2, and will be granted another GDO that must be bid by the Pilot in his next monthly block. Extra GDO's not bid in the next monthly block will be forfeited. Bid GDO's not awarded will be carried forward into the next consecutive monthly block by the ASR's.

- 5.2.8 Vacation periods, Statutory Holidays, block overlap, recurrent training, check rides, ground school periods, credit time and flight assignments for line indoctrination, and Association flight release (ALPA Days) 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 Association. 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 at a rate of one (1) GDO per three (3) days missed.

5.3 SCHEDULING OBLIGATIONS AND 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

- 5.4.1 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. These requests will not be unreasonably withheld.

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 05:00, 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. (Example: A Pilot commencing a reserve period at 05:00 who begins flight duty at 19:00 must be released from flight duty no later than 00:00 that same 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, or provide a cell phone number or pager number if available.

5.5.3 A reserve Pilot shall be given not less than ninety (90) minutes to report for duty, but in any event will do so as quickly as reasonable.

5.5.4 Crew scheduling will attempt to make contact with a reserve Pilot by calling not less than twice, with not less than ten (10) minutes between calls, and leaving a message if possible.

5.5.5 A Pilot on reserve who reports for a flight that does not operate or who performs any flight or other duty will not be subject to further reserve duty on that day.

5.5.6 A reserve Pilot will be credited four (4) flight credits (for the purpose of scheduling) on a reserve day. A reserve Pilot will not be considered on duty until such time as he has been called in. Upon reporting for duty, he will then be eligible to receive flight credit under the provisions of this Agreement.

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.

5.5.8 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. (Example - to determine the number of reserve duty periods required to bring his block to the minimum monthly guarantee).

5.6 REASSIGNMENT

5.6.1 When a block holder's pairing or portion of a pairing is cancelled, changed or replaced, 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. A Pilot must be reassigned within four (4) hours of the original assignment or be released from all duty. The Pilot will not be reassigned to reserve.

5.6.3 Notwithstanding 5.6.2 above, if the Pilot is contacted prior to reporting for a flight that has been cancelled, he may be reassigned to reserve duty so long as his reserve duty ends at the time his regularly scheduled pairing was scheduled to end, or the end of a normal reserve day (19:00), whichever is earlier. This only applies to a Pilot who was not originally scheduled for at least the monthly minimum block (75 hours).

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 A draft is the forced assignment of a Pilot to duty on his day off (RDO or GDO). The Company and the Association agree that the intent of the draft is to provide the Company a means of staffing their aircraft during unforeseen circumstances. At any time the parties may meet for the purpose of reviewing the frequency and circumstances of drafts, with a view to ensuring that staffing levels are appropriate.

5.7.2 The Company may draft Pilots on scheduled days off when all other Pilots, including available reserves, have been utilized.

- 5.7.3 When drafting, the following order of call out must be followed:
- i) Pilots whose pairings have been cancelled that are subject to reassignment, for that particular day.
 - ii) All available reserve block holders.
 - iii) RDO holders (in order of seniority)
 - iv) GDO holders (in order of seniority)
- 5.7.4 The Company is not required to draft a Pilot on a guaranteed day off (GDO), 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.
- 5.7.5 No Pilot whose credit level is at or above one-hundred (100) credits will be obligated to accept a draft.
- 5.7.6 No Pilot shall be obligated to accept a draft during any of the following situations:
- i) A Vacation Day (Including VGDO's)
 - ii) Three (3) or more STAT DAYS, and two (2) SGDO's on either side of the STATS
 - iii) Less than three (3) designated STAT DAYS, and only one (1) SGDO on either side of the STATS
 - iv) More than seven (7) calendar days prior to the draft.
- 5.7.7 The Company will apply the draft procedures as far in advance as possible.

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, status, base, and equipment of all Pilots as well as their respective seniority dates. Pilots shall be assigned a seniority date and number upon the commencement of training as a pilot with 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. Amendments shall not be limited to semi-annual if large changes in the Pilot group arise. A copy of the List is to be posted on the Bulletin Boards or in the Flight crew 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. When a Pilot is on vacation when such a list is published, he shall have thirty (30) calendar days after his return to duty, or until the end of the sixty (60) calendar day period (whichever is later) to register such protest. Any omissions or errors are to be brought to the attention of the Chief Pilot within the specified time period, otherwise the Pilot Seniority List as posted shall be considered as final and binding and no longer subject to challenge. However, by mutual agreement, the Company and the Association shall have the power to correct errors at any time.

Any Pilot who is on any bona fide leave shall have the Seniority List mailed to his/her last known mailing address on file with the Company. The provisions of seniority protests shall apply to any Pilot on a bona fide leave.

6.1.4 Seniority protests, which cannot be satisfactorily resolved, shall be processed through Section 22, GRIEVANCE PROCEDURE, and if necessary Section 24, ARBITRATION.

6.1.5 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 as per Section 6.2.3.

6.2 APPLICATION OF SENIORITY

- 6.2.1** Subject to the provisions of this Agreement, seniority number shall govern all Pilots in the case of determining higher and lower assignments, their retention in case of reduction of force, their assignments or reassignment due to expansion or reduction in schedules, their opportunity to qualify on other types of equipment, their re-employment after layoff due to reduction in force, their choice within base, status and equipment, Vacation/Stat periods, the awarding of blocks, and their choice of assignments provided that the Pilot's licenses, excluding type endorsements, are sufficient for the conduct of the assignment.
- 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. A minimum of thirty (**30**) days prior to an intended displacement, a notice will be sent to the affected Pilots and to the Association advising of the intended displacement. Any Pilot displaced by a returning management Pilot shall have the option of displacing any other Pilots more junior to him. This process will continue until only the most junior Pilot is unable to displace any other Pilots.
 - d) TSC's will return from management duties as per section 7.2.4

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 layoff or is not recalled from layoff subject to the provisions of SECTION 17, LAYOFF AND RECALL.
- e) forfeits seniority pursuant to other terms of this agreement.

When a Pilot resigns, he must submit written notification to the Company. The Company, upon receipt of a Pilot's resignation, shall forward a copy to the Association.

SECTION 7

SUPERVISORY AND MANAGEMENT PILOT FLYING

7.1 MANAGEMENT PILOTS

- 7.1.1 Supervisory Pilots shall be bound by the terms and conditions of the Collective Agreement unless otherwise specified herein.
- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 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.
- 7.1.5 Management Pilots and Supervisory Pilots may bid for hours as their seniority permits, and/or replace non-Management/Supervisory Pilots after flying has been scheduled. A non-Management/Supervisory Pilot who is so replaced may be reassigned by the Company (except if displaced by a TSC) according to operational requirements, but will receive the greater of the scheduled flight or the reassigned flight credits.

7.2 TRAINING AND STANDARDS CAPTAINS

- 7.2.1 The Company will be permitted to have one (1) TSC assigned to each aircraft type to exclusively perform training. Although this is a non-flying position, the TSC's may perform flying duties as outlined below, solely to maintain CARS currency and provide training tailored to the Company's operations.
- 7.2.2 The Training and Standards Captains will be Management Pilot positions, reporting directly to the Chief Pilot.
- 7.2.3 A TSC cannot fly one aircraft type and serve as a TSC on another.

- 7.2.4 If a TSC decides to leave his Management position and revert to a line flying position, he will be required to await a bid posting and bid on the line position based on his system seniority number.
- 7.2.5 The Training and Standards Captains (TSC's) will not be permitted to perform any flying, revenue or non-revenue, outside of line indoctrinations. The TSC's will not perform Check Rides, Line Checks, or line indoctrination that falls under 10.9 CAPTAIN IN TRAINING PROGRAM. Under no circumstances will the TSC's be permitted to cover flying due to a shortage of Pilots, as their position is solely for training purposes.
- 7.2.6 Once scheduled, the TSC's will not be subject to reassignment and may only perform the flying in which he was originally scheduled. The TSC's will not be permitted to perform any flying duties in months in which other Management Pilots are performing flying duties on the same aircraft type.
- 7.2.7 The TSC's will not perform any line indoctrination, unless the monthly average will force a member of the Association to exceed his maximum monthly block. If the monthly average is above the monthly maximum, the TSC's will be permitted to perform the excess credit hours up to a maximum of twenty (20) credit hours of line indoctrination. In these instances, all TSC flying will be blocked prior to the monthly bid package being distributed. If any Pilot is displaced due to downsizing of equipment, the TSC will not be permitted to perform any "overtime" flying, until all of the displaced pilots have been re-instated to the positions from which they were displaced.
- 7.2.8 Notwithstanding 7.2.7 above, in months where the monthly block average is below the maximum, the TSC's will be permitted to replace a scheduled Pilot for aircraft specific currency requirements. No single Pilot will have more than 10% of his monthly block displaced by the TSC's. The replaced Pilots will be paid in accordance with 7.1.5 above. The replaced Pilot however, will not be subject to reassignment. TSC replacement may only be done with the consent of the MEC Chairman, or his designate.
- 7.2.9 The Company will provide the Association, on a once monthly basis, a summary of all flying duties performed by the TSC's. This will include date, pairing numbers, actual flight times and credit hour times.
- 7.2.10 In the event that layoffs are required and if Pilots more senior to the TSC's are to be laid off, the TSC's will not be permitted to perform flying of any sort, until all Pilots more senior than them have been returned to active status.

SECTION 8

PROBATION

- 8.1 New Pilot(s) will be required to serve a probationary period of six (6) months of cumulative service with the Company from their date of hire. During the probationary 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 laid off and then recalled for duty shall be credited with his previous period of employment in fulfilling his probationary period.
- 8.3 Where at any time the Company has reason to believe that a probationary Pilot's performance is in question, the Company will advise the Pilot and draw the deficiencies to his/her attention as well as notifying the Association.
- 8.4 Under special circumstances, the probationary period may be extended by agreement between the Company and the Association. In such cases, the Pilot and the Association will be advised in writing. The affected Pilot shall be interviewed by the Chief Pilot or his designate to discuss the reason for the extension. The Company shall provide the Pilot and the Association a reasonable amount of notice prior to any such interview. During such interview, a representative(s) of the Association will accompany the Pilot. Due consideration will be given to the reason for the extension and may involve the Company or Association assistance programs.
- 8.5 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 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 either party has made a request for such negotiation. 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.

9.1.4 In the event new Pilot Bases are added, positions will be bulletined in accordance with SECTION 9, FILLING OF ASSIGNMENTS.

9.1.5 If a new Pilot Base is established and no bids are received, the Company may assign the most junior qualified Pilot on type. If this results in a shortage in a particular Pilot Base, the new Position openings will also be subject to bid. If the most junior Pilot chooses not to accept the new Position, he may exercise his seniority and displace a more junior pilot, change equipment or be downgraded if he so chooses.

9.2 **TEMPORARY BASE**

9.2.1 When a charter or contract operation requires that an aircraft be positioned away from an established Base temporarily, the Company may offer a temporary Base bid to currently qualified Pilots holding equipment assignments to the type, provided that:

i) No Pilot other than the most junior qualified will be forced into such a bid.

ii) No Pilot shall lose his permanent Position or be reduced in Status as a result of a Temporary Base.

9.2.2 Temporary Bases will be offered in monthly increments to a maximum of six (6) months. Should such operations extend beyond six (6) months, the Temporary Base will be cancelled unless an extension is mutually agreed between the Company and the Association.

9.2.3 Pilots assigned to a Temporary Base will be reimbursed for expenses as per SECTION 19, EXPENSES LODGING AND TRANSPORTATION, while assigned to a Temporary Base.

9.2.4 Should the Pilot be required by the Company to return to his Base during the bid period, he shall travel at the Company's expense.

9.2.5 The Company shall pay for additional local taxes, medical and insurance coverage where applicable.

9.2.6 A Pilot that has vacation that falls within this period will have his vacation reassigned to another period that is mutually agreeable to the Company and the Pilot. Failing mutual agreement, awarded vacation periods will remain as published.

9.3 **BASE TRADE**

9.3.1 Pilots holding the same equipment assignment will be permitted to make a mutual exchange of Base provided:

i) The Pilots concerned are entitled by seniority to hold the position at the base of intended transfer.

ii) That written approval is obtained from the Company and the Association.

iii) That written approval is obtained from all Pilots between the seniority numbers of the two Pilots trading bases.

9.4 BIDDING ON PERMANENT OR TEMPORARY ASSIGNMENTS

9.4.1 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) expected training commencement date
- e) effective date (which must be no longer than 90 days from expected training commencement date)
- f) closing date of posting
- g) qualifications
- h) duration

9.4.2 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.

9.4.3 The Company will make a reasonable effort to ensure that Pilots on vacation will be notified of a vacancy. Pilots are responsible for providing the Company with a reasonable means of contact.

9.5 AWARDING ASSIGNMENTS

9.5.1 All permanent/temporary assignments will be filled in accordance with seniority provided that all minimum requirements contained in the Transport Canada 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 start date of such a position freeze shall be the effective date of the bid or the date of the first revenue flight in the new assignment, whichever comes first. The Company may at its discretion waive such freeze period in order of seniority. If a Pilot is frozen in his position, no Pilots junior to that Pilot may have their freeze waived.

Any Pilot may bid on a particular position if his/her six (6) month freeze period is completed or will be completed prior to the Training Commencement Date of that particular bid.

9.5.2 Within fourteen (14) calendar days after the closing date of the posting the Company will post the bid results, inform the successful candidate(s) and advise the Association in writing of the award(s).

- 9.5.3 Temporary assignments may be made when there are insufficient Pilots of required status on permanent assignment at a Base to cover all flights on that equipment. These temporary assignments will be filled by bid, in order of seniority, by Pilots with the required status on that equipment,
- 9.5.4 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. A Pilot on a temporary assignment at another established base will be returned to his home base during days off at the Company's expense if he so wishes. If the Pilot remains at the established base during his days off, reimbursement for living expenses will be continued.
- 9.5.5 Any flight that becomes available after the schedule is published will not be considered a temporary assignment. Reserve Pilots, Management Pilots or other Pilots under their monthly maximum may operate such flights.
- 9.5.6 A vacancy arising due to incapacity of a Pilot, maternity or parental leave or any vacancies of six (6) months duration or less, may be filled by a temporary assignment.
- 9.5.7 A Pilot who is displaced may bump into another base and/or position according to his seniority.
- 9.5.8 In the event that section 9.5.7 becomes necessary and the duration will be temporary (less than six (6) months), the Company and the Association may meet in an attempt to come to an agreement on terms and conditions for a mutual resolve. In the event that an agreement cannot be reached within thirty (30) days, the conditions of section 9.5.7 will apply, unless extended mutually by the parties. If an agreement is reached, the terms and conditions will be attached to this Agreement in the form of a Letter of Understanding.
- 9.5.9 The Company shall provide a Pilot with thirty (30) calendar days notice of any displacement in his permanent assignment, unless such displacement is the result of a failure of a Check Ride in accordance with the provisions of SECTION 10, TRAINING.

9.6 TYPES AND VARIANTS

- 9.6.1 No Pilot shall be required to remain current on more than one type of aircraft, requiring a separate endorsement. It is recognized that several variants of one type exist (Example HS748 2A & HS748 2B). A Pilot successfully completing his training and checks on a new equipment type will no longer operate his previous equipment type.

9.7 **SELECTION REVIEW COMMITTEE**

9.7.1 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.

9.7.2 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 of, where possible, a Company A or B Check Pilot (appropriate to type currently flown) or the most senior Captain on the type currently flown 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.

9.7.3 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.

9.7.4 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.

9.8 **REINSTATEMENT RIGHTS**

9.8.1 A Pilot displaced from his current position will hold the reinstatement rights to that position.

9.8.2 During the awarding process a Pilot holding the reinstatement rights to a position shall have the position reserved for him when a vacancy becomes available. Such a vacancy shall be held until such time as the Pilot holding the reinstatement rights has been returned to his protected position or waives his reinstatement rights.

9.8.3 If more than one Pilot holds reinstatement rights to a position, reinstatement will be awarded in order of seniority from the Pilots holding reinstatement rights to that position.

9.9 HS748 SEASONAL OPERATION

9.9.1 The parties agree that the HS748 operation as operated and flown by CMA is seasonal in nature. Therefore, Section 9.9 shall apply solely to the HS748 Seasonal Operation for the period as specified in this Section.

9.9.2 The parties shall meet not less than sixty (60) days prior to the commencement of the HS748 Seasonal Operation to review the required staffing levels for the upcoming season.

SEASONAL OPERATION - INTERNAL BIDDING

9.9.3 Not less than thirty (30) days prior to the commencement of the HS748 Seasonal Operation, the Company shall post bids for the Temporary Positions required.

9.9.4 All bids posted for these Temporary Positions shall include notice that these Temporary Positions shall have a duration of six (6) months.

9.9.5 At the completion of the Temporary Positions such Pilots shall become or remain as HS748 F/O's, subject to staffing requirements.

9.9.6 Notwithstanding 9.9.5 HS748 type qualified Pilots may bid and be awarded a Temporary Position as per Section 9.4 and 9.5, at another Base. At the completion of the Temporary Position, six (6) months, said Pilots will return to their previous Base.

9.9.7 Any expenses associated with HS748 type qualified Pilots as contemplated in 9.9.6 shall be borne entirely by the pilot.

9.9.8 Any Pilot who is not previously qualified on the HS 748 bids and is awarded a Temporary Position shall be frozen on type and not Status for twelve (12) months commencing with the effective date of the bid award.

9.9.9 Pilots awarded a Temporary Position shall be compensated at the appropriate HS748 Captain or F/O wages for a minimum of six (6) months.

9.9.10 Any vacancy created by a Pilot bidding from another aircraft type to the HS748 Seasonal Operation Temporary Position shall be posted as a Permanent Bid, as staffing levels require. The bidding provisions of Section 9.5 shall apply.

9.9.11 Any Temporary Position, which extends beyond six (6) months shall become a Permanent Position subject to the bidding and awarding provisions as specified in Section 9.4 and 9.5.

SEASONAL OPERATION - OUTSIDE HIRING

9.9.12 Any remaining Positions not bid and awarded per Section 9.4 and 9.5 may be filled by outside hiring.

9.9.13 Pilots hired as contemplated in 9.9.12 shall be for a maximum duration of six (6) months effective June 01st to November 30th inclusive of each calendar year.

9.9.14 Pilots hired as contemplated in 9.9.12 shall have their names placed on the Seniority List per the provisions of Section 6.1.1.

9.9.15 Pilots hired as contemplated in 9.9.12 may be trained outside the Temporary Position dates.

9.9.16 The Company shall provide the Association with written verification of the Status, training dates, commencement and termination dates of all Pilots hired for the HS748 Seasonal Operation

9.9.17 Any Pilots hired as contemplated in 9.9.12 shall, while on training or at the completion of their training, will not be permitted to operate any Company flying exclusive of the HS748 flying for which he was hired.

9.9.18 Notwithstanding 9.9.17 for new hire direct entry Captains, during the month of May flying may be assigned for the sole purpose of completing line indoctrination.

9.9.19 A Pilot hired for the HS748 Seasonal Operation shall be frozen on type for twelve (12) months commencing on June 01st.

9.9.20 A Pilot who is initially hired for the HS748 Seasonal Operation and is recalled for a second season shall not be subject to a second freeze as contemplated in 9.9.19.

9.9.22 Any Temporary Position which extends beyond six (6) months shall become a Permanent Position subject to the bidding and awarding provisions as specified in Section 9.4 and 9.5.

9.9.23 Unless specified in this Section all other provisions of Collective Bargaining Agreement No. 03 shall apply.

SECTION 10

TRAINING

10.1 TRAINING

- 10.1.1 Instrument ratings and necessary endorsements as required by the Company shall be maintained at Company expense.
- 10.1.2 All flight training and flight tests required by the Company or by Transport Canada regulations shall be at Company expense.
- 10.1.3 All ground training courses as required by Company or Transport Canada regulation, shall be at Company expense.
- 10.1.4 All required publications shall be made available to each Pilot at Company expense.
- 10.1.5 All training and checking shall be conducted in accordance with Transport Canada requirements, the CMA Company Operations Manual and Aircraft Training Manual.
- 10.1.6 Observers will not be permitted in the simulator or on the aircraft flight deck when a Pilot is undergoing a PPC or IFT other than normal crew, Training Captain, Check "A" Pilot, or Transport Canada Air Carrier Inspector without the consent of the Pilot(s) being assessed.
- 10.1.7 No period of flight training shall have more than two (2) trainees on a simulator/aircraft at one time, unless mutually agreed.
- 10.1.8 A Pilot shall have the option of refusing training or a check ride, with just cause.
- 10.1.9 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.

10.2 SCHEDULE

- 10.2.1 Any Duty Period involving training shall be scheduled with a minimum of ten (10) hours free of all duty prior to training.
- 10.2.2 All required training and proficiency checks shall be scheduled in advance and included in the Pilot's monthly Block awards.
- 10.2.3 The training Duty Period will be subject to the following:

Ground Training:

- (a) Prior to an initial aircraft ground school, a Pilot shall receive one normal rest period free of all duty.
- (b) When Deadheading is not required a ground training session will not exceed eight (8) hours in any given calendar day.
- (c) When Deadheading to a training location is required, the total time from check-in to the completion of the instructional training shall be ten (10) hours, expandable to eleven (11) hours provided the Deadhead sectors do not exceed two (2).
- (d) The time required to Deadhead home shall not be limiting, however, the maximum length of any Duty Period will be fourteen (14) hours.

Simulator or Aircraft Training:

- (a) No simulator training will be combined with any other duty except for deadheading.
- (b) When Deadheading is not required the maximum Duty Period shall be eight (8) hours, four (4) hours for simulator/aircraft training exclusive of the time required for briefing and/or debriefing and breaks.
- (c) When Deadheading to a training location the total time from check-in to the completion of the instructional training shall be ten (10) hours. The Duty Period may be expanded to twelve (12) hours if the following conditions are met:
 - i) Deadhead sectors not to exceed two (2).
 - ii) The Duty Period starts no earlier than 06:00 a.m. local time.
 - iii) The simulator training session will be completed on the same Calendar Day by 24:00 local time of the Pilots Base.
- (d) The time required to Deadhead home shall not be limiting, however, the maximum length of any Duty Period will be fourteen (14) hours.
- (e) All check rides will be conducted prior to any other Duty.

- 10.2.4 A Pilot shall be given forty-eight (48) hours advance notice of all Company IFT/PPC's and LC's. This notice may be waived by the Pilot.
- 10.2.5 Training and check rides will not normally take place between the hours of 2400 and 0600.
- 10.2.6 A Pilot who is removed from his scheduled flights for his own training will receive credit for the greater of the assigned pairings lost or duties performed.

10.2.7 Recurrent training and check ride shall not be conducted within the same session, without the consent of the Pilot.

10.3 DURATION AND EXPENSES

10.3.1 The Company will be responsible for all training costs associated with this Section.

10.3.2 The Company will provide accommodation, expenses and meal allowances under the provisions of SECTION 19, EXPENSES, LODGING AND TRANSPORTATION.

10.3.3 All deadheading for the purposes of this Section will be done travelling on positive space tickets.

10.4 FAILURE TO QUALIFY

10.4.1 The term failure to qualify will mean:

- i) Failure of the actual PPC/IFT after completion of the full training syllabus, or
- ii) Failure to successfully complete line indoctrination, or
- iii) Failure to pass a Line Check, or
- iv) Failure to pass an initial or recurrent ground school, or
- v) Failure to receive a recommendation for a PPC/IFT after completion of the full training syllabus.

10.4.2 The scheduling of any subsequent training after a failure as described herein shall be established by the Company following an examination of the reason(s) for the failure and discussions with the Pilot involved. The Pilot will be afforded a reasonable opportunity to consult with the Association if he desires.

10.4.3 A Pilot who fails to qualify and who subsequently is to receive additional training will have the option of having such training and flight test done by a different Check Pilot.

10.4.4 The first time a Pilot fails to qualify he may be held out of service; however, his normal monthly minimum guarantee will not be reduced. The affected Pilot will be provided with training and re-qualified as quickly as possible.

10.4.5 A Pilot who fails to qualify, at the Company's discretion, may be scheduled to re-qualify on a scheduled day off, These days will not be subject to premium pay or replacement.

10.4.6 A Pilot shall have full access to SECTION 22, GRIEVANCE PROCEDURE, if any disciplinary or discharge action is taken as a result of a failure to maintain or demonstrate the required level of proficiency as described herein.

10.4.7 At any meetings with the Company pertaining to failure to qualify, the Pilot will be afforded a reasonable opportunity to consult with the Association if he desires.

10.5 R/I Renewal and Continued Qualifications

10.5.1 A Pilot failing to qualify, during any phase of training, will be provided with additional training in the areas graded as unsatisfactory, as scheduled by the Company in consultation with the Pilot and the Association. Failure to qualify after a second check ride will result in a meeting among the Company, the Pilot and the Association, to make a decision as to the Pilot's future employment status with the Company.

10.6 POSITION AND EQUIPMENT UPGRADES

10.6.1 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.
- (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 employment status with the Company.
- (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.

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- 10.7.1 A Pilot failing to qualify, during any phase of downgrade training, will be provided with additional training in the areas graded as unsatisfactory, as scheduled by the Company in consultation with the Pilot and the Association. Failure to qualify after a second check ride will result in a meeting among the Company, the Pilot and the Association, to make a decision as to the Pilot's future employment status with the Company.

10.8 LINE INDOCTRINATION AND INITIAL LINE CHECK

- 10.8.1 A Pilot failing to qualify during a line indoctrination and initial line check within seventy-five (75) hours of flight time will be provided with an additional twenty-five (25) hours line indoctrination and a second line check. The Pilot shall have the option of a different Check Pilot for his second line check.
- 10.8.2 Should the Pilot elect to receive additional line indoctrination and fail the line check, he will be reverted back to his previous assignment will not be eligible to bid on an upgrade position for twelve (12) months, unless approved earlier by the Company.

10.9 APTA INTRADING PROGRAM

- 10.9.1 The Company may at its discretion offer First Officers the opportunity to complete upgrade training when their recurrent training is due. In such cases the Company will give the Pilot a minimum of one months notice prior to their upgrade training, although less notice will be considered appropriate if the Pilot agrees.
- 10.9.2 A Pilot who fails to demonstrate the required proficiency during his upgrade check ride or decides not to undergo a Captain check ride after undergoing upgrade training shall be subject to the provisions of Section 10.6.1 and 10.6.2 of the Collective Agreement. With the exception that Section 10.6.2 shall be modified to restrict the previously mentioned Pilot from bidding on an upgrade position for six (6) months unless approved earlier by the Company.
- 10.9.3 The Pilot will be paid for training at the rate applicable to the position upgrading to. Line indoctrination will be paid when a bid position is awarded. The Pilot will receive the difference between the Captains rate and the First Officers rate for the greater of twenty-five (25) credit hours or the minimum set out by the **CARS**. This will be paid once he/she has completed their line check and first revenue flight.

10.9.4 Although Temporary Assignments are not limited to Pilots in the Captain in Training Program, the Company may use Pilots in order of seniority that have successfully completed this program, in a Temporary Assignment situation. This will only be done while the Pilot who has been awarded the permanent assignment undergoes training and line indoctrination.

10.10 **TRAINING CONTRACTS**

10.10.1 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 C208 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 his probationary period shall have his training contract paid out in full by the Company with his last pay cheque.

d) A non-probationary Pilot who is dismissed and 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.

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 laid off the Company shall pay out his existing training contract with his last pay cheque. If the Company has paid out the loan, and recalls the Pilot, then the remainder of the training contract period will be reinstated.

g) The Company shall assume responsibility for a training contract in the event that:

i) Calm Air International files for bankruptcy

ii) Death of the Pilot

iii) Loss of the Class 1 medical of the Pilot

h) No Pilot with five (5) or more years of accumulated service as a Pilot will be required to commence a training contract.

i) 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.

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

10.11 INITIAL SF34 TRAINING

10.11.1 Notwithstanding other sections of this Agreement the following shall apply to initial SF34 training:

- a) Pilots deadheading to receive SF34 initial training shall receive four **(4)** flight credits for traveling, each way.
- b) Pilots receiving such training will receive three (3) flight credit hours for a simulator session.
- c) Pilots receiving such training will not have such flight credit hours counted when determining overtime entitlements.
- d) The Company may assign one (1) GDO at the training site for every three (3) complete calendar days spent training there.

SECTION 11

NEW EQUIPMENT

- 11.1 The rates of pay specified in this Agreement only apply to the equipment specified in this Agreement. In the event a new aircraft type is to be introduced by the Company, the Company shall provide notice to the Association of its intention to so introduce such new aircraft type sixty (60) days prior to the date upon which the aircraft will enter service. The application of rates of pay and working conditions for this aircraft will be the subject of negotiations between the parties.
- 11.2 Negotiations shall begin within fourteen (14) days after a request for meetings has been made by either party unless otherwise mutually agreed between the Company and the Association. No pilot vacancy bulletins for such equipment will be published before preliminary meetings between the Company and the Association have taken place.
- 11.3 In the event that the Company and the Association cannot reach an agreement on the appropriate rates of pay and working conditions, either party may submit the matter to arbitration in accordance with SECTION 24 ARBITRATION.
- 11.4 It is understood that the terms of the above paragraphs will not prevent the Company from operating the aircraft on the anticipated date providing that it establishes temporary salary rates and working conditions, and publishes these rates and conditions with the pilot vacancy postings, and grants full pay retroactivity as per SECTION 3 PAY, as soon as the arbitration decision is known.
- 11.5 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 of 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

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 with the Company	Vacation
Less than 1 year	Pro-ration 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 By January 15 the Company will issue a Vacation scheduling calendar according to Status and Aircraft Type.

12.3.2 Pilots shall bid their Vacation preferences by February 28, and vacation will be awarded in order of seniority. Vacation not bid is subject to assignment by the Company. Once a Pilot has bid his Vacation blocks he will not be permitted to make any changes to those blocks until after all other Pilots have been permitted to bid their Vacation blocks. All Vacation will be protected and not subject to change, except in accordance with 12.3.4

12.3.3 The vacation scheduling calendar will indicate blackout periods when Pilots may not take vacation. Blackout periods will be to a maximum of three (3) months per vacation year shall be determined by the Company. 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.

During a calendar month which has been designated a blackout month for vacation bidding the following will apply. After the preparation of the monthly bid package. If the monthly average is below the monthly maximum bid, the Company will make available additional vacation allotments to increase the monthly average.

12.3.4 Pilots in the same position wishing to exchange Vacation weeks may do so. Such changes will be submitted in writing to the Chief Pilot to advise him of the changes.

12.3.5 A Pilot must bid for vacation in one (1) week increments. However, if in a given month the Company makes additional vacation allotments available under Section 12.3.3, then Pilots may rebid one (1) week of vacation in one (1) day allotments for that month.

12.4 GENERAL

12.4.1 Vacation shall not be accumulated from year to year unless exceptional circumstances warrant otherwise and prior arrangements, confirmed in writing, are agreed to between the Pilot, the Company, and the Association.

12.4.2 Where for whatever reason additional vacation times become available in the course of the year, these will be listed in the monthly bid package, and be subject to the normal bidding process.

12.4.3 In cases where more Pilots have bid particular days than can be accommodated, the Company, the Pilots in question and the Association shall consult to determine how to best fulfill the Pilots' vacation needs.

12.5 **VACATION REASSIGNMENT**

12.5.1 A Pilot who voluntarily moves into a higher Status or new Equipment Assignment or who voluntarily bids a Base change and has not taken his vacation(s) shall relinquish his previously awarded vacation(s) on the date he commences training and will bid for available vacation(s) among the Pilots in his new Position.

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

12.5.2 A Pilot who is displaced to a lower Status or new Equipment Assignment or who is involuntarily assigned a Base change and has not taken his vacation(s) shall retain his previously awarded vacation(s).

SECTION 13

STATUTORY HOLIDAYS

- 13.1 The "Holiday Year" shall run April 1st through March 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 On April 1, the Company will advance each Pilot seven (7) Statutory Holidays, his full biddable allotment excluding only the Statutory Holiday days kept in order to be used on Christmas and New Years Day. Pilots hired after April 1st shall have their Statutory Holiday advance prorated.
- 13.4 Any Pilot who has used but not accrued his Statutory Holiday days as per paragraph 13.2 and is dismissed, laid off, on leave of absence or resigns will have any days owed deducted from his final pay.
- 13.5 A Pilot wishing to bid Statutory Holiday days shall submit a bid to the Crew Scheduler by the tenth (10th) of the month previous to the monthly block period affected. Statutory Holiday days will be scheduled on the basis of seniority.
- 13.6 The Company will make every effort to allow not less than one twelfth (1/12th) of the total annual Statutory Holiday days for all Pilots in any given position to be available in any given month. The Company may at its discretion make available additional Statutory Holiday days in any given calendar month, but in no position will less than three (3) Statutory Holiday days be made available in any calendar month.
- Example: For twelve (12) HS 748 First Officers, the Company will allow not less than nine (9) Statutory Holiday days to be available for HS 748 First Officers in each calendar month.
- 13.7 Unused Statutory Holidays must be booked prior to December 10th for January, February, and March, or be assigned by the Company.

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 Notwithstanding 14.1.1, a Pilot who requests and is awarded a leave of absence to mitigate a layoff, shall retain and accrue seniority and service for all purposes during such absence.
- 14.1.3 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.
- 14.1.4 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.
- 14.1.5 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.
- 14.1.6 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. The Company will provide Company only flight benefits for a period of one hundred eighty (180) days to a Pilot on an approved leave.
- 14.1.7 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, or submit a request for an extension of his leave.
- 14.1.8 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.

- 14.1.9 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.
- 14.1.10 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.
- 14.1.11 Temporary vacancies created under this Section may be filled under SECTION 9, FILLING OF ASSIGNMENTS.

14.2 MATERNITY LEAVE/CHILD LEAVE

- 14.2.1 Subject to Transport Canada regulations, a female Pilot, at her request, will be granted up to fifty-two (52) weeks of maternity leave of absence without loss of seniority for each period of pregnancy. This leave shall be deemed to include the Maternity and Parental Care entitlements of the Canada Labour Code and the provisions of this Collective Agreement. The Pilot must request her leave of absence in writing accompanied by a Doctor's certificate certifying pregnancy and the estimated date of delivery.
- 14.2.2 A Pilot returning to flight duty after Maternity Leave shall provide a certificate from her medical advisor stating that she is fit for flight duties in all respects.
- 14.2.3 A male Pilot shall, at his request, be granted up to fifty two (52) Weeks of Parental Care leave without loss of seniority for each occurrence of birth, adoption, foster or ward custody. This leave shall be deemed to include the Parental Care entitlements of the Canada Labour Code and the provisions of this Collective Agreement. The Pilot must request his leave of absence in writing accompanied by documents verifying the estimated or actual date of birth, adoption, foster or ward custody.

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 Transport Canada medical license validation certificate,

14.6 **EMERGENCY DAYS**

14.6.1 Pilots will be granted three (3) unpaid emergency days per year to be used as necessary for emergencies. The Pilot will provide the Company with as much notice as possible for use of these days.

If the Pilot is able to make up the personal emergency day in the remainder of the block month, he will suffer no reduction of income as a result of taking the personal emergency day. The Company will allow the Pilot to go on reassignment to the extent that he can be reasonably accommodated so as not to suffer a reduction of income below the minimum monthly guarantee, at which point he will be returned to his normal status.

SECTION 15

SICK LEAVE

15.1 GENERAL

Sick leave shall mean the period during which a Pilot is unable to report for duty as a result of illness or injury. During such period the Pilot will receive credit hours from his sick leave bank equal to the daily credit for which he was sick, provided his sick leave time bank has sufficient credits to cover the missed pairing. In the event that his sick leave time bank does not have enough credits to cover his missed shift, his monthly minimum guarantee will be reduced by two point five (2.5) credit hours per day missed.

15.2 ENTITLEMENT

15.2.1 On December 1st of 2002, all Pilots employed with the Company shall be entitled to and be credited with twenty (20) credits of paid sick leave. Pilots employed after December 1, 2002 shall be entitled to one point six seven (1.67) credits of sick leave for each full month remaining in the year.

Pilots will accrue one point six seven credits (1.67) for each month in which they have not called in sick, to a maximum of twenty (20) credits.

15.2.2 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 three (3) sick leave days lost during the waiting period of the Plan.

15.3 APPLICATION

15.3.1 When a Pilot books off sick, his sick leave bank will be deducted as described in 15.1 and/or 15.4.

15.3.2 If a Pilot is drafted and becomes ill and is not able to perform his draft duties, his sick leave bank and/or his monthly minimum guarantee will not be reduced for the missed pairing.

15.3.3 While on sick leave for the same illness or injury, the Pilot will commence receiving benefits from the Short Term Disability Plan subject to the provisions of that Plan.

15.3.4 A Pilot may be required to provide a doctor's certificate for any period of illness or injury of three (3) consecutive days or more for which sick benefits are paid.

15.3.5 There will be no cash out of sick leave credits.

15.4 **OCCUPATIONAL**

15.4.1 In recognition of the medical licensing required for Pilots, the following conditions will apply:

(a) A Pilot who becomes ill or injured during a Trip Period shall receive appropriate medical treatment as provided by the Company health care plan. Any medical expenses in excess of the benefit of the applicable plan shall be borne by the Company.

(b) A Pilot who is injured while performing duties to expedite Company services or safeguard Company equipment, shall not have his minimum monthly guarantee reduced pending a successful Workers Compensation or Group Insurance Plan claim. Further, upon receipt of benefits from Workers Compensation or the Group Insurance Plan, the Company will top up such benefits to the level of the Pilot's minimum monthly guarantee for a period of up to six (6) months. Any benefits received for a time period when the Company had continued the minimum monthly guarantee pending the benefit claim will be repaid to the Company within three (3) banking days of receipt.

15.5 **RETURN TO DUTY FROM SICK LEAVE**

15.5.1 A Pilot's sick leave period shall end when he has booked back on with Crew Scheduling and/or Dispatch.

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

15.6 **SENIORITY**

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

SECTION 16

PILOT HEALTH

16.1 PHYSICAL EXAMINATIONS

- 16.1.1 The medical standards for physical examinations shall be no more restrictive than those standards set forth in the Transport Canada regulations as being required to maintain an Airline Transport Pilot License, including any waiver policies adopted by Transport Canada.
- 16.1.2 Scheduling periodic examinations and procedures required under Transport Canada regulations in support of a license validation certificate are the responsibility of the Pilot. The Pilot will advise crew scheduling, after the monthly schedule is published, of the date of his GDO for his medical appointment and will be protected from all duty including drafts for that particular day.
- 16.1.3 The costs of all physical examinations, medical licensing fees, inoculations and other medical expenses incurred by a Pilot to maintain his license(s) shall be borne by the Company. When possible the Company will establish a direct billing account to cover the medical licensing fees.
- 16.1.4 The Company may, at its own expense require a pilot to complete a medical examination with a Company selected Transport Canada 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 the Association, and all parties will be furnished with a copy of the medical report. The Pilot concerned will continue to receive his monthly minimum guarantee while held out of service, until such time as it is proven that he is unfit to resume duties.

16.2 RECORDS

- 16.2.1 Any information obtained by or as a result of a medical examination shall be strictly confidential between the Company, the Association, the Pilot and Transport Canada, and shall not be divulged to any other person without the written permission of the Pilot.

16.3 **SAFETY EQUIPMENT (DEICING)**

16.3.1 In the use of de-icing fluids, the Company will provide and maintain all proper safety required equipment required by the Pilot to perform such de-icing operation. This safety equipment shall, at minimum, include the following: goggles, rain suit, gloves and mask. All safety equipment provided and maintained by the Company shall meet the Canadian Standards Association (CSA) standards.

16.3.2 Any uniform pieces soiled or damaged during this operation shall be replaced or cleaned by the Company, and not be included in the Pilot's monthly cleaning allowance. All costs associated with the replacement or cleaning shall be the sole responsibility of the Company.

16.4 **MEDICAL VALIDITY**

16.4.1 Unless notification is given to the Chief Pilot prior to the expiry of his medical certificate, any Pilot who does not provide the Chief Pilot with a copy of an up to date validated medical prior to its expiry date, will be considered as not available for work until he does so.

SECTION 17

LAYOFF AND RECALL

17.1 LAYOFF

- 17.1.1 A Pilot on layoff 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.
- 17.1.2 A minimum of fifteen (15) calendar days prior to notice of layoffs being issued, the Company shall notify the Association to enable the parties to discuss possible ways of avoiding a layoff or minimizing the adverse effect of layoffs. If after taking this action, layoffs are still required, Pilot layoffs shall occur in reverse order of seniority regardless of equipment type.
- 17.1.3 When it is determined that there will be a reduction in the total system Positions, the Company will issue a bulletin to all Pilots, advising of the requirement for reductions. Prior to any layoffs, all surplus Pilots will be first dealt with through attrition, voluntary severance options, leave of absence programs, and any other mitigation programs as may be agreed to between the parties.
- If after attempting to mitigate layoffs there is still a requirement for a reduction in force, then such reduction in force shall be accomplished in reverse order of the Pilots System Seniority List in accordance with the provisions of SECTION 9 (FILLING OF ASSIGNMENTS).
- 17.1.4 The Company shall provide thirty (30) days written notice to a Pilot being laid off and copy the notices to the Association. 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.
- 17.1.5 Except in the case of temporary assignments, a Pilot placed on layoff status whose instrument rating is due to expire within sixty (**60**) calendar days from date of layoff 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 (Instrument Rated) privileges issued by a Company Check-Pilot or a Transport Canada Inspector.
- 17.1.6 A Pilot prior to being laid off shall be awarded the option of taking all or any outstanding Vacation or Statutory Holiday Days in lieu of or as part of his layoff period.

- 17.1.7 Excluding short and long term disability, and subject to agreement from the insurer, a Pilot who is on a layoff 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 layoff 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.
- 17.1.8 (a) A Pilot who is laid off shall file his address with the office of the Chief Pilot and shall thereafter promptly advise the Chief Pilot of any change in address.
(b) The office of the Chief Pilot will forward the address or change of address to the office of Human Resources to be placed in his personnel file.
- 17.1.9 After four (4) years of uninterrupted layoff a Pilot's employment with the Company shall be terminated automatically unless otherwise mutually agreed upon between the Company and the Association.
- 17.1.10 The Company will provide Company only flight benefits for a period of one hundred eighty (180) days to a pilot on layoff.

17.2 RECALL

- 17.2.1 When there is a system vacancy in the Pilot complement during the period of layoff, Pilots shall be recalled in order of system seniority.
- 17.2.2 Initial notification of recall may be given to the Pilot by a person-to-person telephone call. A recall notice will be sent to the Pilot via email, commercial courier service or registered mail to his last address on file with the office of the Chief Pilot and will contain the reporting date and location.
- 17.2.3 The Company shall give the Pilot his recall notice not less than twenty-one (21) Days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.
- 17.2.4 Within three (3) Days of receipt of the recall notice, the Pilot shall notify the office of the Chief Pilot by a person-to-person telephone call followed by email, a commercial courier service or registered mail, whether he will accept or waive the notice of recall. A Pilot will have been deemed notified upon receipt of his signature.
- 17.2.5 If a Pilot waives his notice of recall, the recall will be offered to the next senior Pilot on layoff, However, in all cases, the junior pilot qualified on type who is on layoff shall be obliged to accept the recall, or permanently forfeit his position on the Pilot System Seniority List.
- 17.2.6 A Pilot who waives his notice of recall will have no further right until the next notice of recall.

- 17.2.7 A Pilot who is obliged to report under the provisions of 17.2.5 above must report within twenty one (21) Days of receiving notification, or the required reporting date, whichever is the later. However, a different reporting period may be arranged by mutual agreement between the Company and the Pilot. Such agreement shall not be unreasonably withheld. In instances of recall after a third party strike, the Pilot must report for duty as soon as possible and in any event within twenty four (24) hours.
- 17.2.8 A Pilot who is recalled from layoff shall be guaranteed thirty (30) Days employment in a specified assignment. Notwithstanding the foregoing thirty (30) Day guarantee, a Pilot may accept a recall of less than thirty (30) Days; however, refusal to do so shall not cause any Pilot to permanently forfeit his position on the Pilot System Seniority List as per 17.2.5 above. An accepted notice of recall as per 17.2.4 shall become binding upon the Company.
- 17.2.9 The Company may, at its own discretion, grant a leave of absence to any Pilot who is recalled but who is unable to report for duty because of an employment contract.
- 17.2.10 A Pilot shall retain his accumulated seniority and continue to accrue seniority during any period of layoff, except for pay progression and vacation entitlement.

SECTION 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 Y 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 layoff, 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 if at all possible by the fifteenth (15th) calendar day of the month following the month in which the expense was incurred. Delay or failure to submit receipts may result in delay or failure to be paid.

18.3 **EXPENSES COVER**

- 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 period of up to seven (7) days. Such expenses shall include reasonable meal costs and hotel accommodations, supported by receipts. Claims must be submitted with the appropriate receipts if at all possible by the fifteenth (15th) calendar day of the month following the month in which the expense was incurred. Delay or failure to submit receipts may result in delay or failure to 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. Any such request will not be unreasonably denied by the Company.

SECTION 19

EXPENSES, LODGING AND TRANSPORTATION

19.1 COMPANY BUSINESS EXPENSES

19.1.1 Pilots traveling 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 if at all possible by the fifteenth calendar day of the month following the month in which the expense was incurred. Delay or failure to provide receipts may result in delay or failure to 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 fifteen (15) calendar days of the completion of trip. If a Pilot does not account for the expenses within fifteen (15) 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) Company provided staff housing effective May 01, 2004, \$51; effective May 1, 2005, \$55; effective May 1, 2006, \$59;
- b) Other than Company provided staff housing effective May 01, 2004, \$56; effective May 1, 2005, \$60; effective May 1, 2006, \$64.

Note:

For the purpose of defining overnight facilities, “Company provided staff housing” (a) shall mean the crew housing facilities in CYTH and CYYQ. “Other than Company provided staff housing” (b) shall mean any rest facility other than the crew housing facilities in CYTH and CYYQ.

- 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 by no later than the end of the month immediately following the month of the claim period, accompanied by a statement of any unpaid expenses. Claims must be submitted by the fifteenth (15th) calendar day of the month following the month in which the expense was incurred; otherwise they may not be paid by the end of the month.
- 19.2.4 Pilots that are operating pairings with on duty crew rest for the purpose of extending the duty day will receive per diems based on Section 19.2.1 above.

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 (single room accommodation in Thompson, if available) or a single hotel/motel room will be provided for each Pilot. It is recognized that if there are fewer than six (6) crew rooms available in Thompson, then the Company will endeavor to obtain a single hotel/motel room;
 - 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.
- 19.3.2 If a Pilot is scheduled to overnight and does not require the hotel room, which is provided by the Company, he can advise Crew Scheduling who will cancel the scheduled hotel accommodation. The Pilot will be credited twenty-five dollars (\$25.00) for each Day that a scheduled hotel room is cancelled.

19.3.3 The Company will provide adequate crew room facilities, and consult with the Meals and Accommodations Committee (MAC) on issues related to crew room facilities at all CMA Bases.

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 Meals and Accommodation Committee (MAC). Additionally, on notice from the MAC, the Company will investigate accommodation complaints.

19.4.2 Company staff housing must have a minimum of one (1) sleeping room per occupant and adequate personal cleaning and cooking areas. Pilots shall only be required to share common areas when it is not possible to have their own areas due to all of the rooms being occupied. The Company shall provide all necessary materials including bedding, towels, dishes, cooking utensils and cleaning supplies.

19.4.3 For hotels, Pilots will have their own room.

19.4.4 If upon arrival the accommodations prove unacceptable, the Pilot will notify the Station Manager giving the reasons therefore, and request to stay at a hotel or alternate rest facility in that community at the Company's expense. If the Station Manager determines that accommodation is unacceptable he will immediately arrange for alternate rest facilities at the Company's expense, including ground transportation.

19.4.5 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 MEALS

19.5.1 The Company will provide one (1) meal for every four (4) hours of duty period, beginning at departure time and ending at arrival time, based on the following schedule:

1-4	Hours on duty	0 meal
4-8	Hours on duty	1 meal
8-12	Hours on duty	2 meals
12+	Hours on duty	3 meals

- 19.5.2 Flights that cycle through a base that does not provide at least a minimum ninety (90) minute break, or do not provide a means of travel to an eating facility, will be provided with meals based on the above meal schedule. If traveling to an eating facility is available, travel will be at Company expense.

19.6 **OUND TRANSPORTATION STANDARDS**

- 19.6.1 Where necessary, crew transportation shall be provided by the Company between the airport and hotels or Company provided accommodations. If courtesy transportation is available, it will be used by the Pilots. If courtesy transportation is not available, then the Pilot must submit receipts for reasonable transportation costs incurred by the fifteenth (15th) calendar day of the month following the month in which the expenses were incurred, otherwise they may not be paid by the end of the reimbursement period.

19.7 **PROPERTY LOSS**

- 19.7.1 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.
- 19.7.2 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.
- 19.7.3 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.

19.8 **PERIODICALS**

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

19.10 **ADMISSION TO FLIGHT DECK (JUMP SEAT)**

- 19.10.1 Admission to the flight deck (jump seat) of non-essential persons will be solely at the discretion of the Pilot In Command (PIC), however the PIC may choose not to have the jump seat occupied.

SECTION 20

ACCIDENT OR INCIDENT INVESTIGATION

20.1 ACCIDENTS OR INCIDENTS

- 20.1.1 The CMA CASC must be notified by the Company as soon as possible of any accident requiring notification of the TSBC. The CASC will furnish current contact methods and telephone numbers to the Company. Although not required, the Company will endeavour to notify the CASC of all TSBC reportable incidents.
- 20.1.2 Where a Pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigations into the accident or incident undertaken by the Company, Transport Canada or both.
- 20.1.3 In order to hold a Pilot out of service, the Pilot must be so notified by the Vice President, Operations or other Management Personnel that he may designate. In addition, within seven (7) Days, notification must be provided to the Pilot in writing along with the reasons therefore, with a copy forwarded to the Association.
- 20.1.4 While, pursuant to 20.1.2 above, a Pilot is held out of service pending the outcome of an investigation, will not have his minimum monthly guarantee reduced.
- 20.1.5 In cases involving aircraft accidents, a Pilot will not be required to commit himself orally or in writing to officials of the Company for a period of twenty-four (24) hours following the accident unless the following conditions have been met:
- (a) He has the opportunity to be represented by the Association (or IFALPA if outside Canada) and,
 - (b) He has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada) and the Company.
- 20.1.6 In cases involving aircraft incidents, Pilots who are held out of service under the terms of 20.1.2 above will not be required to commit themselves orally or in writing to officials of the Company for a period of twenty-four (24) hours following the incident unless they have the opportunity to be represented by the Association (or IFALPA if outside Canada).
- 20.1.7 Where the investigation is undertaken by the Company, the Officers involved shall make every attempt to issue a final report within three (3) months.

- 20.1.8 Both the Pilots involved and the Association will be given the opportunity to participate fully in the investigation, will be informed on the course of such investigation and will be provided with a copy of any interim or final reports resulting there from.
- 20.1.9 Throughout this procedure, the Pilot involved and/or his designated representative(s) may, upon request, and in conjunction with a designated representative of the Company, review any information contained in his files.
- 20.1.10 Where disciplinary or discharge action is considered following the issuance of an incident or accident investigation report satisfactory to the Company, the provisions of SECTION 23 (DISCIPLINE OR DISCHARGE) shall be applied from the date of issue of such report.
- 20.1.11 Notwithstanding 20.1.5 and 20.1.6 above, the Pilot shall provide the Company, as soon as practicable, information specific to and limited to:
- i) Status and serviceability of the aircraft
 - ii) Status of passengers
 - iii) Status of crew

The purpose of this is to provide whatever relevant information the Pilot can to the Company, so it can resume normal operations as soon as possible. The information provided by the Pilot at this time, will not be used against him.

20.2 ACCIDENT INVESTIGATION

- 20.2.1 The Company will promptly notify the Association of all TSBC accident investigations involving Company Pilots. The Company will grant immediate Association flight release for up to two (2) Pilots designated by the MEC CASC Chairman to participate in the aircraft accident investigation. The MEC will take all steps necessary to assist the Company in covering their scheduled trips.
- 20.2.2 The Company and the Association representatives who are members of any TSBC Accident Investigation team will cooperate fully in the interests of safety.
- 20.2.3 Any Pilot requested by the Company to participate in an aircraft accident investigation involving Company aircraft will do so without loss of pay. The Company will provide positive space passes on Company aircraft, and interline passes in accordance with the pass policies of the interline carrier.

20.3 **DATA RECORDERS**

20.3.1 For the purposes of this Section, the term "Data Recorders" shall mean:

- (i) Cockpit Voice Recorders (CVR's)
- (ii) Flight Data Recorders (FDR's).
- (iii) Quick Access Recorders (QAR)
- (iv) Central Maintenance System (CMS)
- (v) ARINC Communication Addressing and Reporting System (ACARS)
- (vi) Video Recordings
- (vii) Aircraft Integrated Data System (AIDS)

20.3.2 Subject to the obligations of the Company and the Association to comply with applicable government regulations, data or other information obtained from any type of Data Recorder will only be used for incident or accident investigation purposes, except as provided for in 20.3.3.

20.3.3 The parties recognize that information from Flight Data Recorders can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident reconstruction. However, it is agreed that information obtained from Flight Data Recorders will not be used:

- (a) By the Company to monitor individual Pilot judgment, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the Association.
- (b) By the Company in any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against any Pilot or for the development of information leading to such proceedings, except in the case of gross negligence or wilful misconduct on the part of the Pilot(s) concerned.
- (c) By the Company as a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company, except in the case of gross negligence or wilful misconduct on the part of the Pilot(s) concerned.

- 20.3.4 In the event of an incident or accident investigation, the Company may not release any data or other factual information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association as well as either the Pilot(s) involved or his (their) estate(s).
- 20.3.5 It is agreed that no program to read routinely recorded information from Flight Data Recorders, except for maintenance purposes, will be introduced without mutual agreement between the Company and the Association.
- 20.3.6 The Company shall use its best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- 20.3.7 No Data Recorders will record specific Pilot identification designators.
- 20.3.8 Where any Data Recorder (other than a completely erased Cockpit Voice Recorder) is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Association and all Pilot crewmembers involved in the incident or accident.
- 20.3.9 In the event of an incident or accident investigation, the use of data or other information from any data recorder shall be strictly limited to the following:
- (i) Incident or Accident investigators from the appropriate official government agency.
 - (ii) Accredited Association representatives.
 - (iii) Company representatives comprising the investigating team and Senior Flight Operations Management.
- 20.3.10 The Cockpit Voice Recorder shall have a means to be erased at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident free or accident free flight, except where prohibited by law.

SECTION 21

LEGAL

21.1 DEFENSE 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 judgment rendered thereunder, except in the case of gross negligence or wilful misconduct on the part of the Pilot(s) concerned.

21.2 PILOT COSTS

21.2.1 No Pilot shall be required to pay for the use of any Company equipment used in the personal training required by the Company, and no Pilot shall be required to pay damage costs of airplanes or equipment damaged in the service, save in the case of gross negligence or wilful misconduct.

21.3 ESTATE SETTLEMENT

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

21.4.1 All files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for his examination in the presence of a member of management. The Pilot and the Association will also be provided either by hand or in a sealed envelope via Company mail, a copy of any material of a negative or unfavourable nature. If the Pilot chooses to respond to any material(s) on his file(s), the response(s) shall be kept on his personnel file with the material to which it refers.

21.4.2 Material not related to technical competency will be removed from a Pilot's file(s), upon request, after two (2) years, provided that there has been no further disciplinary action in the interim. Time off on lay off or leave of absence will not count towards this two years.

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 grievor may, together with his representative, review any information contained in his personnel 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 or discharge actions must be for just cause.
- 23.2 Where disciplinary or discharge action is considered, the Pilot involved may where necessary be held out of service pending investigation, to provide the Company with sufficient time to investigate and consider all factors. This investigation will take place as soon as possible, and in most cases it is expected will not take more than seven (7) calendar days. However, if the Company requires more time, it will advise the Association and the Pilot, prior to the expiry of the seven (7) days and to the extent possible provide an indication of by when the process will be completed.
- 23.3 During any investigations or hearings the Pilot involved may request the presence of an Association representative(s), which shall not delay the process more than forty-eight (48) hours.
- 23.4 Any investigations shall be held so as to best reasonably accommodate the persons concerned including the Pilot, any witnesses, the Company and any representative of the Association. "Best reasonably accommodating" the persons concerned may include things such as time off work and positive space transportation, and will be interpreted with the idea of taking all reasonable and cost effective steps towards a prompt and full investigation.
- 23.5 When disciplinary or discharge action is taken, the Pilot will be so notified in writing, with a copy to the Association, providing both an explanation of why the action was taken, and the nature of the action taken.
- 23.6 Pursuant to section 23.2 above, any Pilot held out of service prior to such written notification shall not have his monthly minimum guarantee reduced as a result. Should the Pilot not be disciplined or discharged has shall be made whole for lost wages arising from the investigation.
- 23.7 During the period of being held out of service, or while on a suspension, the Pilot shall be entitled to bid on any Vacancy bulletins. If as a result of being held out of service or on suspension the Pilot is not available for the vacancy as it requires, then he will not be eligible for that vacancy, regardless of his seniority or any other factor, unless the Company and the Association otherwise agree.
- 23.8 A Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of SECTION 22 (GRIEVANCE PROCEDURE).

SECTION 24

ARBITRATION

24.1 REFERRAL TO ARBITRATION

24.1.1 The Notice of Intention to proceed to Arbitration will be made in writing to the Vice-president, Operations within thirty (30) calendar days of decision at Step Two, or within thirty (30) calendar days from the date such decision should have been rendered. Should the Notice of Intention not be provided in a timely way, the grievance shall be considered abandoned.

24.2 ARBITRATOR SELECTION

24.2.1 A grievance referred to Arbitration per section 24.1.1 will be heard by a single Arbitrator. The Company and the Association having expressed confidence in certain persons, agree that they will be called upon to arbitrate on a rotating basis as follows:

1. Jack Chapman
2. Paul Teskey
3. Arne Peltz

24.3 JURISDICTION

24.3.1 The Arbitrator will have jurisdiction to consider any matter properly submitted to him under the terms of the Collective Agreement (including whether a matter is arbitrable or not). The Arbitrator will have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Collective Agreement.

24.3.2 Subject to section 24.3.1, the Arbitrator will, in the case of a grievance involving the application, interpretation or alleged violation of the Collective Agreement, have the authority to render any decision that he considers just and equitable.

24.3.3 The Arbitrator will, in the case of disciplinary or discharge grievances, have the authority to determine whether the disciplinary or discharge action taken by the Company was for just cause. Should the Association uphold the grievance, the Arbitrator may render such orders as he considers just and equitable, including, but without limiting the generality of the foregoing, the exoneration and reinstatement of the grievor, the reduction or modification of the discharge or discipline, and the order for compensation of the grievor in whole or in part.

24.3.4 The Arbitrator shall have the jurisdiction at any time before rendering a final decision, to make any interim decision, which he considers just and equitable. Without limiting the generality of the foregoing, he shall have the jurisdiction to make decisions regarding the rights of the parties, the interpretation of the Agreement or the reinstatement of a grievor and may reserve his jurisdiction on questions of damages, remedies, interest, restitution or amounts owing.

24.4 ASSOCIATION RIGHTS/REPRESENTATIVE

24.4.1 The Company and the Association will be given every opportunity to adduce evidence, make representations and present, examine and cross-examine witnesses.

24.4.2 The parties shall have the right to be represented by any person(s) whom they may choose and designate.

24.5 ARBITRATION EXPENSES

24.5.1 Expenses incurred by the Arbitrator will be borne equally by each party.

24.6 WITNESSES

24.6.1 All witnesses and representatives who are employees of the Company shall be given time off subject to the requirements of the service, and positive space transportation. Any Pilot appearing as a witness or representative in the arbitration will not have his minimum monthly guarantee reduced as a result.

24.7 ARBITRATOR'S DECISION

24.7.1 The Arbitrator will make every effort to render a decision with the minimum of delay, but in no case shall take more than thirty (30) calendar days from the date of the final hearing.

24.7.2 The Arbitrator's decision shall be final and binding on the Association, the grievor and the Company. All decisions will be rendered in writing with reasons therefore.

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 The Company will assume the cost of buttons, braid, badges, and insignia, and installation of these, as prescribed by the Company. The Company will also cover the cost of alterations and repair.
- 25.5 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.
- 25.6 Upon submission of receipts, an allowance of twenty four (\$24.00) dollars per month will be granted to all Pilots for the maintenance of uniforms.
- 25.7 The Company Uniform will consist of:

a) A new hire pilot will receive:

HS 748 & C208 Entitlement

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

SF 340 Entitlement

- i) one "three season" jacket
- ii) four pilot shirts
- iii) three pair uniform pants
- iv) two ties
- v) \$150.00 towards purchase, of one blue "Snow/Canada Goose" parka

Reissue

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

Reissue

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

- b) During cold weather operations pilots may substitute turtlenecks (provided by the Company) and/or blue sweaters in place of the pilot shirt. SF 34 pilots are restricted to the addition of a blue sweater with the Pilot shirt.
- c) White T-shirts, supplied by the pilot, will be permitted for the HS748 and the under 12,500 lb. crews to substitute for the white pilot shirt during the warmer months.
- d) A pilot's anniversary shall coincide with his/her hire date. Any uniform requests will be processed by the first (1st) day of the month following his/her anniversary.
- e) Pilots will provide footwear, and the Company will reimburse a pilot every two (2) years, with receipts, an amount not to exceed one hundred (\$100.00) dollars to be used for the purchase of acceptable work footwear. This allowance will coincide with (d) above.

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 layoff 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 practice. 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 Association's choice.

27.8 **PARKING**

27.8.1 The Company will provide parking to all Winnipeg based Pilots who choose to have parking at the Winnipeg airport, by purchasing yearly parking passes directly from the YWG airport authority.

27.8.2 The Company will provide parking to all Thompson based Pilots by continuing 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.

27.9.2 The Company will endeavour to provide payroll deducted ticket-less travel for all Pilots on Company aircraft and routes.

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 shall automatically be enrolled by the Company, in the Company's Pension Plan, administered by Mutual Life of Canada, after one (1) year of continuous service with 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.

27.11.2 The Company will provide an enrollment package thirty (30) days prior to the first (1st) year anniversary to all new applicants.

27.11.3	<u>Completed years of Cumulative Service with the Company</u>	<u>Rate</u>
	Less than 1 year	None
	After completing 1 year	3 %

Note: All pension contributions will be calculated on the regular wages of a Pilot.

27.12

TING

- 27.12.1 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.
- 27.12.2 All Pilots intending to commute to/from their assigned base shall bear the entire cost associated with that commuting.
- 27.12.3 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.
- 27.12.4 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.

SECTION 28

MISSING AND INTERNMENT BENEFITS

- 28.1** **MISSING/INTERMENT/HOSTAGE/PRISONER OF WAR**
- 28.1.1 No Pilot will be forced by the Company to operate into any area excluded from coverage under the Company's Insurance Policy.
- 28.1.2 Any Pilot who, while engaged in the Company's operations, is interned, captured, held as a hostage or as a prisoner of war, shall be maintained at full pay for his current Equipment Assignment until he is able to resume work, his death is established in fact or his death is reasonably presumed to have occurred.
- 28.1.3 With reasonable presumption of death the Company shall cause to be paid death benefits provided for in this Agreement to the Pilot's designated beneficiaries.
- 28.1.4 As an alternative to paying wages as provided for in Section 28.1.2, the Company may pay the difference between the amount of such salary and the amount of any compensation provided by other parties as a result of a law with respect to persons interned, captured, held as prisoners or hostages of war or missing as a result of an act of war.
- 28.1.5 Benefit Assignments: The monthly wages allowable per Section 28.1.2 shall be credited to the Pilot and shall be disbursed by the Company in accordance with written directions from him. The Company shall request each Pilot to execute and deliver to the Company a written direction, in which shall be in substantially the form as outlined in SECTION 28.1.9 (MISSING AND INTERNMENT BENEFITS).
- 28.1.6 Any payments due to the Pilot under this Section which are not covered by a written direction as above requested, shall be held by the Company for any such Pilot in an interest bearing account in the Pilot's name. In the event of reasonable presumption of a Pilot's death, all monies shall be paid to the legal representative of his estate.
- 28.1.7 Any amounts credited to the account of a Pilot or paid to his beneficiary in accordance with the provisions of this Section shall not be required to be returned even if it later becomes established that such payments were made after the death of the Pilot, nor shall such amounts be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.

28.1.8 A Pilot shall maintain and continue to accrue seniority for pay purposes during the period in which he is missing, interned, a hostage or prisoner of war, and on returning after such period shall be governed as if he had been on a leave of absence under the provisions of SECTION 14 (LEAVES OF ABSENCE) and SECTION 9 (FILLING OF ASSIGNMENTS).

28.1.9 DATE:.....

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

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

.....
Address
as long as living.

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

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

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

.....
Pilot's Signature

SECTION 29

ASSOCIATION BUSINESS FLIGHT RELEASE

29.1 GENERAL

- 29.1.1 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.
- 29.1.2 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.
- 29.1.3 The Company will allow the MEC Chairman, or his designate, to remove scheduled pairings from their monthly block. If pairing removal results in overtime for other Pilots, the overtime portion amount caused by this flight release will be paid by the Association, unless the pairing removal came at the request of the Company. The Association will not be responsible for any flying that can be covered by reserve Pilots. The MEC Chairman, in consultation with the ASR's will distribute the newly available flying.
- 29.1.4 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;
 - c) Accident or Incident Investigations;
 - d) The ALPA Contract Administrator in order to travel to Thompson for collective bargaining purposes.
- 29.1.5 The Company will not reduce any Association member's monthly minimum guarantee, or pro rate their GDOs, for meetings with the Company required for negotiations, selection review or disciplinary hearings.
- 29.1.6 If flight release for Association business for purposes other than meetings with the Company as per Section 29.1.5 causes a Pilot to be unable to hold a minimum monthly block (75 credits) his minimum monthly guarantee and GDOs may be reduced.
- 29.1.7 Should additional costs be incurred due to the granting of a request for flight duty release, then all such costs will be assumed by the Association.

29.1.8 Flight release requested prior to a monthly bid package being published will be included in the bid package. All known flight release will be published on the monthly Pilot schedule.

29.1.9 The Company will provide a reasonable amount of scheduled flight release to the ALPA Negotiating Committee to facilitate contract preparation.

29.2 ASSOCIATION FLIGHT RELEASE TIME BANK

29.2.1 It is agreed that the Company will deduct the first 0.2 (12 minutes) from the Pilots' overtime in each month. These deducted credits will then be deposited in the Association Flight Credit Time Bank as 0.3 (18 minutes) at the applicable Pilots hourly rate, the extra 0.1 to account for overtime.

Example: If a Pilot works ninety-five (95) credits in a given month that Pilot will be paid ninety-four decimal eight 94.8 credits and the Association Flight Credit Release Time Bank will be credited with 0.3 of a credit at that Pilots hourly rate.

29.2.2 The Company will track the total credits deposited in the Association Flight Credit Release Time Bank and supply the MEC Chairman with this information as well as the total value of the bank on a once monthly basis.

29.2.3 The Company will disperse the credits (cash value) in the Bank at the written request of the MEC Chairman, and will pay this cash value in credits as if they had been worked by the Pilot receiving the allotment from the bank.

29.2.4 The MEC Chairman can use Association Flight Credit Release Time Bank credits to top up the monthly credits for any Pilot involved in Association Business. The MEC Chairman may top up Pilots whom have had their minimum reduced because of Association Business Flight Release or top up a Pilot to the credit and pay level of their peers in similar assignments and position. The MEC Chairman or his designate must authorize all Time Bank debits.

29.2.5 If at any time the MEC feels that it is no longer necessary to continue to add credits to the Association Flight Credit Release Time Bank, the MEC Chairman may give written consent for the Company to stop the 0.2 deduction for any period of time.

SECTION 30

DURATION

30.1 Provisions of this Agreement will become effective on December 1, 2004 and shall continue in full force and effect until midnight April 30, 2007.

30.2 This Agreement will renew itself without change for each succeeding year thereafter, unless written notice of intended change is served by either party within one hundred and twenty (120) calendar days immediately preceding the date of expiration of the term of the Collective Agreement. In the event that notice is given of intended change, this Agreement will remain in effect while negotiations are being carried out until the provisions of the Canada Labour Code are met to bring it to an end,

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2004 at Thompson, MB.

FOR CALM AIR INTERNATIONAL. LTD

FOR THE AIR LINE PILOTS
ASSOCIATION INTERNATIONAL

Gary Beaurivage
President

Duane E. Woerth
President

Captain Bob Backhouse
Vice-president, Operations

Captain Glenn MacKenzie
MEC Chairman and
Negotiating Committee Chairman

Captain Craig Hoffman
Director Flight Operations

Captain Conrad Schnellert
Negotiating Committee

Captain Pete VanWalleghem
Chief Pilot

F/O Jake Nagy
Negotiating Committee

Captain Richard Cenerini
Negotiating Committee

Albert "Bert" Leger
Contract Administrator

APPENDIX A

CALM AIR INTERNATIONAL LTD.
PILOTS SENIORITY LIST

Seniority	NAME	Date of Hire		Status	Base	Type
1	Scott, Bonnar	12 November,	1979	Captain	YWG	SF 34
2	St. Pierre, Jim	01 December,	1981	Captain	YTH	HS748
3	Menard, Mark	10 September,	1984	Captain	YTH	HS748
4	Hogarth, Glenn	10 August,	1987	Captain	YTH	HS748
5	Wall, Art	15 February,	1988	Captain	YWG	SF 34
6	Gagnon, Rod	22 April,	1993	Captain	YWG	HS748
7	Backhouse, Robert	23 July,	1993	MGMT	YTH	N/A
8	McKinnon, Harvey	27 April,	1995	Captain	YWG	SF 34
9	Rodrigues, Michele	04 July,	1995	F/O	YWG	SF 34
10	Schnellert, Conrad	09 September,	1996	Captain	YTH	HS748
11	Martin, Greg	31 March,	1997	Captain	YWG	SF 34
12	Arnbjornsson, Sveinn	09 October,	1997	Captain	YWG	SF 34
13	MacKenzie, Glenn	25 October,	1997	Captain	YWG	SF 34
14	Ryszytlo, John	28 February,	1998	Captain	YWG	SF 34
15	Wachta, David	01 March,	1998	Captain	YWG	SF 34
16	Astwood, Rob	28 March,	1998	Captain	YWG	SF 34
17	Kozar, Rodney	28 March,	1998	Captain	YWG	SF 34
18	McGregor, Glen	04 May,	1998	Captain	YWG	SF 34
19	Caine, James	18 May,	1998	Captain	YTH	HS748
20	Thompson, Richard	19 May,	1998	Captain	YWG	HS748
21	Morgan, John	01 June,	1998	F/O	YWG	SF 34
22	Frey, Kenneth	19 February,	1999	Captain	YWG	SF 34
23	Gemmel, Bruce	19 February,	1999	F/O	YWG	SF 34
24	Baxter, Chris	04 April,	1999	F/O	YWG	SF 34
25	Romero, Oscar	07 April,	1999	F/O	YWG	SF 34
26	McLeod, Keith	11 May,	1999	Captain	YTH	HS748
27	Kent, Brian	11 May,	1999	Captain	YWG	SF 34
28	Berry, Brian	27 February,	2000	Captain	YWG	HS748
29	Lundgard, Michael	28 February,	2000	Captain	YWG	SF 34
30	Nagy, Jake	29 February,	2000	F/O	YWG	SF 34
31	Evans, Phil	29 February,	2000	Captain	YWG	SF 34
32	Cenerini, Richard	29 February,	2000	F/O	YWG	HS748

33	Peterson, Ryan	29 February,	2000	F/O	YTH	HS748
34	Kendall, Doug	29 February,	2000	F/O	YWG	HS748
35	Morberg, Monica	01 March,	2000	Captain	YTH	C 208
36	James, Andrew	17 April,	2000	F/O	YWG	SF 34
37	Derksen, Dale	17 April,	2000	F/O	YWG	SF 34
38	Biggs, Roderick	19 June,	2000	F/O	YWG	SF 34
39	Mitchell, Sean	20 June,	2000	F/O	YWG	SF 34
40	Van Wallegghem, Peter	9 November,	2000	MGMT	YWG	N/A
41	Ronan, Kyle	7, April	2001	F/O	YWG	SF 34
42	Ewanek, Arlin	8, April	2001	F/O	YWG	SF 34
43	Sass, Jarrett	8, April	2001	F/O	YWG	SF 34
44	Olson, Brad	8, April	2001	F/O	YTH	HS748
45	Hoffman, Craig	15, July	2002	MGMT	YWG	N/A
46	Stock, Bill	04, February	2004	Captain	YTH	C 208
47	Cavoukian, Sevan	01, March	2004	F/O	YTH	HS748
48	Giesbrecht, Bruce	01, March	2004	F/O	YTH	HS748
49	Norris, Sara	01, March	2004	F/O	YWG	SF 34
50	Baragar, Mark	01, March	2004	F/O	YWG	SF 34
51	Edwards, Tom	01, March	2004	F/O	YTH	HS748
52	MacLeod, Dan	08, March	2004	F/O	YTH	HS748
53	Beuckert, Mani	05, April	2004	F/O	YWG	SF 34
54	Dean, Shannon	05, April	2004	F/O	YWG	SF 34
55	James, Scott	05, April	2004	F/O	YWG	SF 34
56	Penner, Terry	05, April	2004	F/O	YWG	SF 34

APPENDIX B

DEFINITIONS

1. **“Accident”** shall be as defined in the Operations Manual.
2. **“ALPA”** shall mean Airline Pilots Association.
3. **“ASR”** shall mean Association Scheduling Representative.
4. **“ASR Stipend Pay”** shall mean the addition of the the twelve rates of pay for the particular aircraft being scheduled, divided by twelve. As in the case of the C208, it will be the addition of the six rates of pay divided by six.
5. **“Assignment”** is considered the status, equipment and base of a Pilot.
6. **“Bid Award”** shall mean written notice of change or confirmation of assignment given to a Pilot from the Company.
7. **“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.
8. **“Blockholder”** shall mean a Pilot who currently holds a block.
9. **“Calendar Day”** is considered to be a twenty-four (24) hour period from midnight to midnight, local time.
10. **“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 Transport Canada 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.
11. **“CAR’s”** shall mean Canadian Aviation Regulations.
12. **“CMA”** shall mean Calm Air International Ltd.
13. **“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.
14. **“Day”** is considered to be any consecutive twenty-four (24) hour period.

15. **"Day Off"** shall mean a Calendar day on which the Pilot is not scheduled for duty of any nature (also referred to as a DO or RDO (regular day off))
16. **"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.
17. **"Displacement/Displaced"** shall mean where a Pilot is removed from his permanent assignment.
18. **"Draft"** shall mean the involuntary assignment of a Pilot to any duty on a day on which he was originally scheduled a day off.
19. **"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.
20. **"Equipment status"** shall mean the type of equipment to which a captain or first officer is assigned.
21. **"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 Transport Canada Certificates authorizing him to serve as such First Officer.
22. **"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.
23. **"Guaranteed Day Off"** shall mean any calendar day which forms part of the Pilot's minimum guaranteed days off per month, also referred to as a GDO.
24. **"IFT"** shall mean Instrument Flight Training.
25. **"Incident"** shall be as defined in the Operations Manual.
26. **"LC"** shall mean Line Check.
27. **"MAC"** shall mean Meals and Accommodation Committee.
28. **"Maintenance Base"** shall mean any base where ground personnel are available to service and secure an aircraft upon completion of a day of service, and to prepare an aircraft for service at the beginning of a day.
29. **"Management Pilot"** shall mean the chief Pilot and Pilots above that rank who are not covered under the terms and conditions of this collective agreement.

30. **“Minimum Monthly Guarantee”** shall be 75 credit hours for Pilots on all aircraft types.
31. **“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 purpose 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.
32. **“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.
33. **“Occurrence”** shall be as defined in the Operations Manual.
34. **“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.
35. **“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 or Irregular Operations.
36. **“Pairing”** shall mean a pre-arranged schedule of one or more consecutive duty periods.
37. **“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.
38. **“Personnel File”** means the record of a Pilot’s history of employment with the Company.
39. **“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.
40. **“Position”** shall refer to a Pilot’s status and equipment status.
41. **“PPC”** shall mean Pilot Proficiency Check.
42. **“Probation Period”** shall mean the assignment period for newly hired Pilots to their being considered permanent employees.

43. **“Reassignment”** shall mean the assignment of a Pilot on a scheduled working day to any flight(s) not originally scheduled in his block.
44. **“Reduction”** shall mean a decrease in the number of assignments in status on an equipment type at a Pilot base.
45. **“Released”** shall mean the time when a Pilot’s on-duty period ends.
46. **“Report time”** shall mean the time that a Pilot is required to begin a scheduled duty period.
47. **“Reserve Day”** shall mean the twenty-four (24) hour period from midnight to midnight local time during which reserve duty occurs.
48. **“Reserve Period”** shall mean a period, within a reserve day, when a Pilot so assigned will be available for flight duty.
49. **“Service”** shall refer to the total length of time without a break in employment that a Pilot is employed by the Company as a Pilot.
50. **“SGDO”** shall mean a GDO placed beside a STAT Day for the purpose of scheduling.
51. **“Status”** means a Pilot’s assigned classification (i.e. Captain or First Officer),
52. **“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.
53. **“Temporary Assignment”** shall mean a Pilot position in regard to Base, Equipment and Status of six (6) months or less duration.
54. **“Training Pilot”** shall be a Pilot designated by the Company to conduct training for the purposes 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.
55. **“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.
56. **“TSC”** shall mean Training and Standards Captain.
57. **“Vacancy”** is a requirement, determined by the Company, for a position at a base to meet the requirements of the schedule.

58. "VGDO" shall mean a GDO placed beside a VACATION Day for the purpose of scheduling.
59. "Year" means a complete calendar year.
60. "Years of service as a Captain" shall mean the total number of years a Pilot is employed as a Captain without any break in employment relationship plus any temporary Captain flying.

APPENDIX C

TRAINING CONTRACT

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 International, Ltd. (hereinafter referred to as the "Company") are represented by the Air Line Pilots Association, International (hereinafter referred to as the "Association") as per Section 1.1.1 of the Collective Agreement between the Company and the Association.
- c) The Pilot is required to receive training under the provisions of Sections 9 and 10 of the Collective Agreement.
- d) The Pilot acknowledges that it is reasonable to provide security to the Company to ensure payment to the Company on account of his/her failure to perform his/her duties as specified in the Collective Agreement 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 the Company's current Operations Manual.

2. The value of security for training agreed to be payable to the Company under this agreement is per Section 10.10.1(a) or (b) as applicable.
3. The Company 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 the Company for a period of one (1) or two (2) years following the execution of this agreement subject to the provisions of the Collective Agreement. Per 10.10.1 (a) or (b)
5. The Pilot will pay the Company the amount specified in paragraph 2 upon execution of this agreement.
6. The Company will repay the Pilot or his/her assign the training security amount. This repayment shall be made in twelve (12) or twenty-four (24) equal monthly instalments as applicable, per 10.10.1(a) or (b).

Where the Pilot has secured the amount required through an accredited financial institution (lender) the Company 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, the Company 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 the Company, then the Pilot will be deemed to be indebted to the Company for the training security in the amount specified in paragraph 2 of this agreement. This amount will be reduced by 1/12th or 1/24th as applicable per 10.10.1(a) or (b) as applicable for each complete month the Pilot serves the Company after the execution of this agreement.
8. If the Company dismisses the Pilot from his/her employment after his/her probationary period the provisions in Section 10.10.1(d) of the Collective Agreement shall apply.
9. If the Company dismisses the Pilot from his/her employment during his/her probationary period the provisions in Section 10.10.1(c) of the Collective Agreement shall apply.

10. If the Pilot is laid off the provisions in Section 10.10.1(f) of the Collective Agreement shall apply.
11. The remainder of this contract will become payable by the Company. Under the provisions of Section 10.10.1 (g) of the Collective Agreement.
12. The Pilot authorizes and directs the Company to pay any sum becoming due to the Company under the terms of paragraph 6 of the agreement from the funds paid to the Company from paragraph 5 of this agreement.
13. Nothing in this agreement is intended to supersede any of the provisions included in the Collective Agreement.
14. 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.

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

CALM AIR INTERNATIONAL LTD

Per _____

Per _____

Witness

Pilot