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AGREEMENT No. 5

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 May 01, 2007 to April 30, 2013

12481 (04)

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PREAMBLE

0.1 COLLECTIVE BARGAINING AGREEMENT

0.1.1 This Collective Bargaining Agreement (the “Agreement”) is entered into between Calm Air International, Limited, doing business under the name of Calm Air (the “Company” or “CMA”) and the Pilots employed by Calm Air International, as represented by the Air Line Pilots Association, International (the “Association” or “ALPA”), collectively know as the Parties.

0.2 OBJECTIVES

0.2.1 The purpose of this Agreement is to recognize and promote air transport safety standards, the Company’s economic objectives and the highest quality customer service.

0.2.2 The Parties acknowledge that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential to the pursuit of standards of excellence that will be beneficial to both the interests of the public and the Parties concerned.

0.2.3 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.

0.2.4 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.

0.3 OBLIGATIONS

0.3.1 For the period of this Agreement, the Parties undertake to comply fully with procedures set out in this Agreement and the Canada Labour Code with respect to the peaceful settlement of disputes.

0.3.2 The Association undertakes not to call for a strike or work stoppage and the Company undertakes not to engage in any lock-out.

0.3.3 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 (“CARs”)

0.4 OBLIGATIONS OF SUCCESSOR AND CHANGE IN OPERATIONS

0.4.1 Should the Company change ownership, merge with another Company, alter its corporate legal identity in any way whatsoever, including the setting **up** of a subsidiary or combining with one or more other airlines, sell or transfer its assets in whole or in part, this Agreement shall remain in full force and effect, and the Canadian Industrial Relations Board certificate in effect at that time shall not be affected in any way, unless provisions to the contrary are contained in the applicable legislation, or imposed by the Canadian Industrial Relations Board.

SECTION 1

GENERAL SCOPE

1.1 ASSOCIATION RECOGNITION

- 1.1.1 In accordance with the Canada Industrial Relations Board certification issued on January 30, 1995, the Company shall recognize the Air Line Pilots Association, International (ALPA), or as may be amended, as the sole bargaining agent representing Pilots in its employ that has the power to bargain and conclude an Agreement with 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 OF COMPANY AIRCRAFT

- 1.2.1 Only Pilot(s) whose name(s) appear on the Pilot Seniority List (PSL) 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 1.2.1 above, wet leases (i.e. contracting with another Company for the provision of an aircraft and with crew) may be entered into by the Company under the circumstances listed in (a) and (b) below provided that such leases are not entered into with a Company(s) that has been declared as a common employer under the *Canada Labour Code*.
- a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (e.g. weather conditions, mechanical failures, acts of God, delay of aircraft delivery etc.). This provision is not meant to allow the Company to maintain the Company fleet and / or Pilot staffing levels below those which would be normally required to maintain operational integrity. For further clarity, this provision is not meant to allow the Company to layoff Pilots represented by the Association.
- b) 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 written authorization from the Company. Such authorization shall not be unreasonably withheld by the Company. A Pilot's private flying shall

not require prior authorization from the Company unless it may affect his ability to serve the Company.

1.3 **ISSUANCE OF AGREEMENT, LETTERS OF UNDERSTANDING (LOU's) OR AMENDMENTS**

1.3.1 The Company shall, no later than thirty (30) Calendar Days after signing the Agreement, distribute the Agreement to the Pilots.

1.3.2 The Company agrees to distribute all LOU's to all Pilots, within thirty (30) Calendar Days after their respective signing dates.

1.4 **COLLECTIVE BARGAINING AGREEMENT AMENDMENTS**

1.4.1 Any amendments to the Agreement, such as LOU's or Letters of Intent (LOI's) agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.

1.4.2 Unless cancelled or otherwise specified in the amendment, all such amendments to the Agreement shall remain in full force and effect in accordance with Section 30 DURATION.

1.4.3 Any agreement between the Company and a Pilot, made in accordance with the provisions of the Agreement, shall be subject of a written document, with a copy to the Association.

1.4.4 Individual agreements on working conditions that differ from or are not provided for in this Agreement shall be invalid.

1.5 **COST OF ISSUANCE OF COLLECTIVE BARGAINING AGREEMENT, LETTERS OF UNDERSTANDING OR AMENDMENTS**

1.5.1 All costs associated with the printing of the Agreement and binders shall be shared equally by the Parties.

1.5.2 All costs associated with the printing of LOU's or amendments shall be shared equally by the Parties.

1.6 **GENDER**

1.6.1 It is understood that any references contained within this Agreement to the masculine gender shall also pertain to the feminine gender.

1.6.2 It is understood that any reference contained within this Agreement to the singular shall also apply to the plural where appropriate.

SECTION 2

MANAGEMENT RIGHTS

- 2.1 The Association acknowledges that it is the Company's exclusive responsibility to manage, direct and administer its affairs, business and employees, the specific provisions of this Agreement being the sole exception.
- 2.2 The Company acknowledges that it shall exercise its management rights in a fair and equitable manner.
- 2.3 **Any** right of the Company that has not been specifically entrenched, delegated or restricted by this Agreement shall be the exclusive responsibility of the Company.

SECTION 3

PAY

3.1.1

MONTHS	SF 34		ATR		HS 748		C208
	CAPT	FO	CAPT	FO	CAPT	FO	CAPT
0-12	\$ 66.67	\$ 41.34	\$ 71.31	\$ 44.21	\$ 72.85	\$ 45.18	\$ 48.57
13-24	\$ 66.67	\$ 42.16	\$ 71.31	\$ 45.09	\$ 72.85	\$ 46.08	\$ 49.54
25-36	\$ 68.00	\$ 43.01	\$ 72.74	\$ 46.00	\$ 74.31	\$ 47.01	\$ 50.53
37-48	\$ 69.36	\$ 43.87	\$ 74.19	\$ 46.92	\$ 75.79	\$ 47.95	\$ 51.54
49-60	\$ 70.75	\$ 44.74	\$ 75.67	\$ 47.85	\$ 77.31	\$ 48.90	\$ 52.57
61-72	\$ 72.17	\$ 45.64	\$ 77.19	\$ 48.81	\$ 78.86	\$ 49.88	\$ 53.63
73-84	\$ 73.61	\$ 46.55	\$ 78.73	\$ 49.79	\$ 80.43	\$ 50.88	\$ 54.70
84-96	\$ 75.08	\$ 47.48	\$ 80.31	\$ 50.78	\$ 82.04	\$ 51.90	\$ 55.79
97-108	\$ 76.58	\$ 48.43	\$ 81.91	\$ 51.80	\$ 83.68	\$ 52.94	\$ 56.91
109-plus	\$ 78.11	\$ 49.40	\$ 83.55	\$ 52.84	\$ 85.36	\$ 53.99	\$ 58.05

3.1.2 Pay tables in Section 3.1.1 are effective May 01, 2007.

3.1.3 Effective May 01, 2008 a three percent (3%) across the board wage increase, plus the CPI average for the Year ending October, 2007 to a maximum wage increase of four percent (4%). For clarity, the CPI average is capped at a maximum of one percent (1%).

3.1.4 Effective May 01, 2009 a three percent (3%) across the board wage increase, plus the CPI average for the Year ending October, 2008 to a maximum wage increase of four percent (4%). For clarity, the CPI average is capped at a maximum of one percent (1%).

3.1.5 Effective May 01, 2010 a three percent (3%) across the board wage increase, plus the CPI average for the Year ending October, 2009, to a maximum wage increase of four percent (4%). For clarity, the CPI average is capped at a maximum of one percent (1%).

3.1.6 Effective May 01, 2011 a three percent (3%) across the board wage increase, plus the CPI average for the Year ending October, 2010, to a maximum wage increase of four percent (4%). For clarity, the CPI average is capped at a maximum of one percent (1%).

3.1.7 Effective May 01, 2012 a three percent (3%) across the board wage increase, plus the CPI average for the Year ending October, 2011, to a maximum wage increase of four percent (4%). For clarity, the CPI average is capped at a maximum of one percent (1%).

3.1.8 Other special pay allowances for Check "A", Check "B" and Training Pilots **are** as follows:

- a) "A" Check Pilot - regular salary + \$5,000 per Year.
- b) "B" Check Pilot - regular salary + \$3,500 per Year.
- c) Training 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. An "A" and/or "B" Check Pilot shall not be eligible for the Training Pilot special pay allowance identified in point c) above,

- d) For pay purposes, Training Pilots or "A" and/or "B" 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 credits 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 credits or Duty credits 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 and is not eligible for premium pay.

- iv) If training or check rides are done in a Duty Period that regular line flight Duty is assigned, the training flight time will be paid at premium pay with a minimum of four (4) credits. All line flying will be paid as per the Agreement. For clarity, the line flying and the training will not be considered part of the same Duty Period for pay purposes.

Example:

1. A Pilot who flies a four (4) credit hour Day, and then commences training will be paid four (4) credit hours as per the agreement plus a minimum of four (4) credit hours at premium pay.

2. A Pilot who flies a three (3) credit hour Day, and then commences training will be paid a minimum of four (4) credit hours as per the Agreement plus a minimum of four (4) credit hours at premium pay.

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

3.1.9 **TRAINING PAY – LINE PILOTS**

3.1.9.1 Pilots receiving training will receive flight credit hours as specified in this Agreement.

3.2 **POSITION AND STATUS PAY**

3.2.1 Pilots shall be paid according to his Position and Status based on years of service with the Company.

3.3 **PAY PERIODS**

3.3.1 Pilots will be paid as follows:

(a) On the fifteenth (15th) of the Month:

Fifty percent (50%) of the Pilot's minimum guarantee including per diems and other expenses, owing from the previous Month.

(b) On the last Day of the Month:

The total balance

If the dates above fall on a holiday or a Day when the banks are closed, the Pilots shall be paid one full banking Day preceding the regular pay Day.

3.4 **PAY DISCREPANCIES**

3.4.1 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, 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. Where the Pilot is terminated or resigns, the balance of the overpayment will be deducted from his final pay cheque.

3.5 **LINE INDOCTRINATION AND TRAINING PAY**

3.5.1 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,

3.6 **GUARANTEED DAY OFF PAY**

3.6.1 A Pilot assigned Duty on a Guaranteed Day Off (GDO) shall be paid at the overtime rate for such Duty, and be granted another GDO in the following Month. This does not apply to a Pilot who is undergoing training or a check ride on a GDO as the result of a failure of a previous check ride.

3.6.2 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.

3.7 **VACATION PAY**

3.7.1 A Pilot who works on a vacation Day or Vacation Guaranteed Day Off (VGDO) shall be paid at one and one half (1 ½) the regular rate for such Duty, and be granted another vacation Day in lieu that may be bid in a subsequent Month.

3.8 **STATUTORY HOLIDAY PAY**

3.8.1 A Pilot who works on a bid statutory holiday or Statutory Guaranteed Day Off (SGDO) shall be paid at one and one half (1 ½) the regular rate for such Duty, and be granted another statutory holiday Day in lieu that may be bid in a subsequent Month.

3.9 **PAY REDUCTIONS**

3.9.1 The monthly minimum will be reduced by one-thirtieth (1/30th) for every Calendar Day during that Month that a Pilot is not available to work, including for the following reasons:

- a) leave of absence;
- b) absence due to medical reasons for which he is not entitled to sick leave without loss of pay;
- c) failure to report for assigned work;
- d) furlough;
- e) suspension;
- f) loss of qualifications to perform the work;
- g) dismissal; or

h) resignation

3.9.2 Notwithstanding Section 3.9.1 above, a Pilot who fails a check ride, Line Check (LC) 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, LC 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, LC or ground school examination available as soon as practicable.

3.10 **MINIMUM MONTHLY GUARANTEE**

3.10.1 Subject to the provisions of this Agreement, a Pilot shall be guaranteed a minimum of eighty (80) credits per Month for pay purposes.

3.11 **PAY-OVERTIME**

3.11.1 Credit hours in excess of eight-five (85) in any Month will be paid at the overtime rate. Credit hours compensated at the overtime rate which are not included in the eight-five (85) calculation or credit hours paid out of a Pilots sick bank will not be paid at the overtime rate beyond eighty-five (85) credit hours.

3.11.2 The hourly overtime rate shall be one point five (1.5) times the Pilot's appropriate hourly rate.

3.12 **CHANGE OF EQUIPMENT ASSIGNMENT OR STATUS**

3.12.1 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.

3.12.2 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 LC for the awarded Assignment, whichever is later.

3.12.3 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.

3.13 **ASSOCIATE SCHEDULING REPRESENTATIVE (ASRs)**

3.13.1 The Association will designate ASRs to participate in the crew scheduling process as follows:

- a. **SF34** Two (2) **ASRs**
- b. **HS748** One (1) **ASR**
- c. **C208** - One (1) **ASR**
- d. **ATR** - One (1) **ASR**

3.13.2 The Parties will meet within thirty (30) Calendar Days upon receipt of written notice by either of the Parties to modify the number of **ASRs** per aircraft type.

3.13.3 The **ASRs** will receive a stipend equal to four (4) Credit hours per Month at the mean (average) rate for the aircraft the **ASR** is scheduling, in lieu of flight Credits.

3.13.4 The Company will provide positive space travel for the **ASR** to travel to all scheduling meetings requested by the Company.

3.13.5 The Association will reimburse expenses incurred by the **ASRs** when meeting with the Company.

3.13.6 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**.

3.14 **OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (OHSC)**

3.14.1 The Company agrees to incorporate at least one (1) Pilot in the Company OHSC. The Pilot(s) on the OHSC 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.

3.15 **PAY SUMMARIES**

3.15.1 The Company will provide the MEC Chairman or his delegate 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.

3.16 **TAXI CREDITS - CYWG**

3.16.1 Pilots shall receive a stipend of twenty-five dollars (\$25) for each occasion he is required to taxi an aircraft to or from the Company hangar to the main terminal in CYWG.

3.16.2 The stipend identified in Section 3.16.1 above, shall be paid with the monthly expense direct deposit payment.

SECTION 4

TERMS OF SERVICE

- 4.1 For all aircraft:
- a) Pilots shall bid eighty-five (**85**) credit hours per Month or up to the Monthly forecasted average, whichever is greater;
 - b) The minimum monthly guarantee shall be eighty (**80**) 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 CARS maximum for up to three (**3**) 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 Day 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 05:00LT who begins flight Duty at 19:00LT must be released from flight Duty no later than 00:00LT 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 Pilot on those aircraft over twelve thousand five-hundred (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 (2) 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) GDO's 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) 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
ATR	260 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

SCHEDULING

5.1 GENERAL

- 5.1.1 Pairings shall be prepared by the Chief Pilot or his designate. The Company shall be responsible for maintaining and tracking all flight times for the purpose of payroll. Pilots shall provide completed time sheets only when their pairing changes from the original published schedule to assist the Company 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 resign without providing two (2) weeks notice, the Company may, without penalty, delay issuing (or re-issue) the schedule up to the last Day of the Month.
- 5.1.3 In the event that the twenty-sixth (26th) Calendar 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.
- 5.1.4 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) GDO's;
 - f) Vacation Guaranteed Day Off (VGDO's);
 - g) Statutory Guaranteed Day Off (SGDO's);
 - h) Statutory Holiday Guaranteed Day Off (SHGDO's);
 - i) 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 or his designate, 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 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) ALPA Days;
 - i) any extra reserve assignments;
 - j) any temporary assignments;
 - k) pairing restrictions or limitations, due to rules or regulations, required qualification or safety considerations;
 - l) any other information that may be required for block building,
 - m) remaining statutory holidays;
 - n) available vacation allotments;
 - o) VGDO's;
 - p) SGDO's;
 - q) SHGDO's;
 - r) medicals due.
- 5.2.4 Pilots shall submit via email scheduling preferences as per the Association Scheduling System (ASS). The ASS must submit the completed schedule to the Company on or before the twenty-fourth (24th) of the Month by 17:00LT.
- 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 GDO's.
- 5.2.6 A Pilot may request 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 statutory holidays, two (2) SGDO's on either side of the statutory holidays will be given seniority bidding rights with those statutory holidays.
- iii) Around less than three (3) statutory holiday days, only one (1) SGDO will be given seniority bidding rights with those statutory holidays.

5.2.7 a) A Pilot assigned Duty on a GDO will be paid in accordance with Section 3.11.2, and will be granted another GDO that must be bid by the Pilot in his next monthly block. Bid GDO's not awarded will be carried forward, up to a maximum of ninety (90) Days. Any remaining GDO's not awarded within ninety (90) Days, at the sole discretion of the Pilot, will be treated as follows:

- i) For the purposes of bidding and pay, remaining GDO's will be treated as a SHGDO equivalent with a value of four (4) credit hours in accordance with Section 13.2; or

- ii) Each remaining GDO will be paid out at four (4) credit hours.

b) A Pilot who leaves the employ of the Company either voluntarily or involuntarily shall have all remaining non-awarded GDO's, paid out at four (4) credit hours per GDO owed.

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 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 (2) Duty periods.

5.2.10 Individual Pilot 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.

5.2.11 With the consent of the Association, the Company may schedule a Pilot for more than six (6) consecutive Days, or to receive less than two (2) consecutive Days off following a six (6) or more Day Block.

5.2.12 Blocks should be prepared to avoid multiple maximum Duty Days combined with minimum rest periods.

5.2.13 A Pilot working a partial Month due to being newly hired, returning from long term sick leave, or leave of absence shall have his GDO's prorated at a rate of one (1) GDO per three (3) Days worked.

5.3 **PAIRING PROBLEMS/ERRORS**

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 as soon as practicable of the changes.

5.3.3 The Company agrees that any 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.

5.5.2 Pilots on reserve will be called in order of seniority for reserve assignments. The senior reserve Pilot will have the first right to refuse a reserve Assignment if there are junior pilots to him on reserve on the same Day.

Example:

There are three (3) Pilots on reserve on a given Day. The most senior Pilot will be called first for any reserve Duty on that Day, and if he refuses then the next most senior Pilot will be called for the reserve Duty, and if he refuses then the third most senior Pilot must accept the reserve Duty.

5.5.3 The normal starting time for the Reserve Period shall be 05:00LT. The start time may be changed provided the reserve Pilot is advised at least ten (10) hours prior to the new start time.

5.5.4 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 05:00LT who begins flight Duty at 19:00LT must be released from flight Duty no later than 00:00LT that same Day.)

5.5.5 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.

5.5.6 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 practicable.

5.5.7 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.

5.5.8 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.

5.5.9 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 completion of the reserve Duty period, the Pilot will receive four (4) flight credits. If the Company anticipates the Pilot exceeding the monthly minimum hours, they have the right to remove future un-worked reserve shifts.

Example:

A Pilot who is scheduled for an eighty (80) hour block which includes four (4) reserve Days accepts Duty on a Day off, The Company may choose to pull a forthcoming reserve Day in the current Month in order to prevent the Pilot from exceeding minimums.

5.5.10 The Company shall notify a reserve Pilot as soon as practicable of his release from reserve Duty, but no later than 09:00LT on the Day he is scheduled for reserve Duty.

5.6 **REASSIGNMENT**

- 5.6.1 When a Block holder's pairing or portion of a pairing over four **(4)**credits is cancelled, changed or replaced, he will be reassigned in the following order:
- a) flying during the original scheduled period, or;
 - b) at the Pilot's discretion, added to the First Call List (FCL), or;
 - c) at the Pilot's discretion, may be released from Duty.
- 5.6.2 A Pilot who reports for a flight that does not operate may be reassigned, as per Section 5.6.1 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 Section 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 (19:00LT), whichever is earlier. This only applies to a Pilot who was not originally scheduled for at least the monthly minimum block **(80)** hours).
- 5.6.4 Subject to Section 5.6.2 above, 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 FIRST CALL LIST (FCL)

- 5.7.1 A FCL shall be maintained by Crew Scheduling and Dispatch. On a daily basis the FCL shall be emailed to the MEC Chairman or his designate.
- 5.7.2 Any Pilot whose monthly flight Credits are at or forecasted to be at or exceed one-hundred and five (105) Credits shall be placed at the bottom of the FCL.
- 5.7.3 Any Pilot who loses a minimum of four **(4)**Credit hours within a monthly Block may, at their discretion, inform the Company that they wish to be placed on the FCL. The Pilot must have been scheduled a minimum monthly block of eighty-three **(83)** hours in order to qualify for the FCL.
- 5.7.4 Pilots whose names appear on the FCL will be called in order of seniority.

5.8 DRAFTING

5.8.1 A Draft is the forced Assignment of a Pilot to Duty on his Day off or GDO.

5.8.2 The Company may Draft Pilots on scheduled days off or GDO when all other Pilots, including available reserves, have been utilized.

Example:

- i) Pilots whose pairings have been cancelled that are subject to reassignment, for that particular Day;
- ii) All available reserve block holders;
- iii) FCL.

5.8.3 The Company is not required to Draft a Pilot on a GDO, if it 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 report for Duty if the senior Pilot refuses.

5.8.4 The Company cannot Draft a Pilot whose credit level is at or forecasted to be at or above one-hundred and five (105) Credits will be drafted unless all available options have been proven to be exhausted.

5.8.5 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 statutory Holiday Days (STATS), 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;

5.8.6 The Company will apply the Draft procedures as far in advance as practicable.

5.9 IRREGULAR OPERATIONS

5.9.1 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.

5.9.2 The Company **will** make every effort to return the affected Pilot to his original schedule **as** soon as practicable.

SECTION 6

SENIORITY

6.1 GENERAL

- 6.1.1 A PSL 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 PSL. The PSL will form part of this Agreement and is attached hereto as "Appendix A".
- 6.1.3 The Company shall publish a PSL 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 PSL is to be posted on the bulletin boards or in the flight crew bulletin Book at each place where Pilots are based. The PSL 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 or his designate within the specified time period, otherwise the PSL 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 authority to correct errors at any time.
- 6.1.4 Any Pilot who is on any bona fide leave shall have the PSL mailed to his last known mailing address on file with the Company. The provisions of seniority protests shall apply to any Pilot on a bona fide leave.
- 6.1.5 Seniority protests, which cannot be satisfactorily resolved, shall be processed through Section 22, GRIEVANCE PROCEDURE, and if necessary Section 24, ARBITRATION.
- 6.1.6 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 (2) or more Pilots are employed on the same Date, their precedence on the PSL will be determined by a lottery in a manner acceptable to 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 MEC Chairman or his designate 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) Training and Standards Captains (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 MEC Chairman or his Designate.

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 this 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 MEC Chairman or his designate, which shall not be unreasonably withheld. Information as to hours flown by Management Pilots will be made available to the MEC Chairman or his designate 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 or non-Supervisory Pilots after flying has been scheduled. A non-Management or non-Supervisory Pilot who is so replaced may be reassigned by the Company according to operational requirements, but will receive the greater of the scheduled flight or the reassigned flight Credits.

7.2 TRAINING AND STANDARDS CAPTAINS (TSC)

- 7.2.1 The Company may assign one (1) TSC 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 TSC will be Management Pilot positions, reporting directly to the Chief Pilot.
- 7.2.3 A TSC cannot fly one (1) 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 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, LC, or line indoctrination that falls under Section 10.9. 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 Pilot 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 Section 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 ten percent (10%) of his monthly block displaced by the TSC's. The replaced Pilots will be paid in accordance with Section 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 MEC Chairman, or his designate, 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. Should the Company discharge a probationary Pilot, it shall give him reasons for his dismissal in writing with a copy to the MEC Chairman, or his designate. 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 **Dty** 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 attention as well as notifying the MEC Chairman, or his designate.
- 8.4 Under special circumstances, the probationary period may be extended by agreement between the Company and the MEC Chairman, or his designate. In such cases, the Pilot and the MEC Chairman, or his designate 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 MEC Chairman, or his designate a reasonable amount of notice prior to any such interview. During such interview, a representative(s) of the MEC Chairman, or his designate 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.
- 8.6 The Company may shorten the Probation Period of a Pilot whose services are considered satisfactory.

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 MEC Chairman, or his designate.

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 MEC Chairman, or his designate.

iii) That written approval is obtained from all Pilots between the seniority numbers of the two (2) Pilots trading Bases.

9.4 BIDDING ON PERMANENT/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 as well as e-mail all pilots and send a copy to the MEC Chairman, or his designate. 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 ninety (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 and e-mail to the Chief Pilot or his designate 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 Agreement are met, and the Pilot is acceptable to the Chief Pilot. If no applications are received from such Pilots, the Company may (at 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 twelve (12) 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.

9.5.2 Any Pilot may bid on a particular position if his six (6) Month freeze period is completed or will be completed prior to the training commencement date of that particular bid.

9.5.3 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 MEC Chairman, or his designate in writing and e-mail of the award(s).

9.5.4 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.

- 9.5.5 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.
- 9.5.6 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.
- 9.5.7 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.
- 9.5.8 A Pilot who is displaced may bump into another Base and/or Position according to his seniority.
- 9.5.9 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 MEC Chairman, or his designate will 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.
- 9.5.10 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 Equipment, 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 (SRC)

- 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 SRC for evaluation.
- 9.7.2 A SRC, 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 SRC 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 Training Captain (appropriate to type currently flown), and two line Captains chosen by the MEC Chairman, or his designate.
- 9.7.3 The SRC shall be empowered to evaluate a Pilot's qualifications, demonstrated competence and such other factors, as the SRC deems appropriate, relevant to the Assignment being sought.
- 9.7.4 Throughout the evaluation process, the SRC shall endeavour to reach mutual consensus on the evaluation of a candidate. The SRC 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 MEC Chairman, or his designate within fourteen (14) Calendar Days of the convening of the SRC. A Pilot who has been disqualified shall be able to grieve such decision in accordance with SECTION 22, GRIEVANCE PROCEDURE.
- 9.7.5 Decisions by the SRC shall be valid for one hundred and eighty (180) Days.
- 9.7.6 Notwithstanding Section 9.7.5 above, a Pilot displaying improvement may, at the discretion of the SRC, have his file re-evaluated.
- 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 (1) 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 Section **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 Section **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 his 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 Section 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. 4 Pilots hired as contemplated in Section 9.9.12 shall have their names placed on the PSL per the provisions of Section 6.1.1.
- 9.9. 5 Pilots hired as contemplated in Section 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 Section 9.9.12 shall, while on training or at the completion of their training, not be permitted to operate any Company flying exclusive of the HS748 flying for which he was hired.
- 9.9.18 Notwithstanding Section 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 Section 9.9.19.
- 9.9.21 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 Section 9.5.

SECTION 10

TRAINING

10.1 GENERAL 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 COM 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 LC's. Pilots assigned to train other Pilots will receive flight credits as per this Agreement.

10.2 SCHEDULING

- 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 (1) 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 06:00LT
 - iii) The simulator training session will be completed on the same Calendar Day by 24:00LT 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 24:00LT and 06:00LT.
- 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.

10.2.8 No training or check ride shall be required on a GDO except as the result of a failure of a previous check ride.

10.3 **ANSPC 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.

10.3.4 In the event a Pilot elects to drive to his training in KMSP, he shall be paid three-hundred and fifty dollars (\$350.00). A Pilot may elect to receive the three-hundred and **fifty** dollars (\$350.00) prior to his departure, as an advance, and must request that from the Company, at least two **(2)** weeks in advance.

10.3.5 A Pilot who elects to drive to his training in KMSP shall advise the Chief Pilot or his designate in writing twenty-five (25) Calendar days prior to his departure date of his decision to drive.

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 LC, 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 practicable.
- 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 **IFR/PPC 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 /PGR**

- 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.

10.7 **DOWNGRADES**

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 LC and initial LC within seventy-five (75) hours of flight time will be provided with an additional twenty-five (25) hours line indoctrination and a second LC. The Pilot shall have the option of a different Check Pilot for his second LC.

10.8.2 Should the Pilot elect to receive additional line indoctrination and fail the LC, 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 **CAPTAIN IN TRAINING 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 (1) 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 of the Agreement, with the exception that Section 10.6.1(e) 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 the Pilot has completed their LC 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 (1) 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 twelve-thousand five-hundred (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 the Pilot accepts a recall, 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 TRAINING**

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

- a) Pilots Deadheading to receive 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 Equipment type is to be introduced by the Company, the Company shall provide notice to the Association of its intention to so introduce such new Equipment type sixty (60) Days prior to the date upon which the Equipment will enter service. The application of rates of pay and working conditions for this Equipment 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 FILLING OF ASSIGNMENTS. In the event Pilots with type ratings on the new Equipment 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 less.

SECTION 12

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) GDO’s, which shall be subtracted from the allotment of GDO’s that the Pilot would otherwise have had for that Month. These GDO’s can be placed either prior to, after or on either end of the vacation week

12.2.3 Pilots on vacation will receive four (4) credit hours per Day.

12.2.4 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.

12.2.5 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.

12.2.6 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.

12.3 VACATION BID SYSTEM

12.3.1 By January 15 the Company will issue a Vacation Scheduling Calendar (VSC) according to Status and Equipment 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 Section 12.3.4

- 12.3.3 The VSC 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 Equipment type, to bid vacation.
- 12.3.4 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.
- 12.3.5 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.
- 12.3.6 A Pilot may elect to bid less than his full vacation entitlement, however, it must be bid in one (1) week increments where vacation entitlement allows.

12.4 **VACATION REASSIGNMENT**

- 12.4.1 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 canceled for any reason and who returns to his previous Position shall have the option of either being awarded his previously relinquished vacation or re-bidding for another available vacation Assignment.

- 12.4.2 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 Section 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 awarded on the basis of seniority.
- 13.6 The Company will make available 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) ATR First Officers, the Company will allow not less than nine (9) statutory holiday days to be available for ATR First Officers in each calendar Month.
- 13.7 Unused statutory holidays must be bid prior to December 10th for January, February, and March of the following calendar Year or be assigned by the Company. If the Company cannot assign the Pilot's bid of unused statutory holidays, the Pilot will be paid out at his current rate of pay for four (4) credits per statutory holiday.
- 13.8 Pilots on Statutory Holidays will receive four (4) credit hours per Day.
- 13.9 Statutory holidays 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 MEC Chairman or his designate.

SECTION 14

14.1 LEAVES OF ABSENCE

- 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 Section 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 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.
- 14.1.7 If any qualifications lapse during the leave of absence, the Pilot shall be available to take the required training and proficiency checks. The Pilot shall be responsible for any expenses as per SECTION 19 EXPENSES, LODGING, AND TRANSPORTATION incurred during re-qualification.
- 14.1.8 A Pilot who is on an authorized Leave of Absence shall forfeit his seniority and shall be deemed to have resigned from the Company if;
- a) He fails to report for the required training and proficiency checks,
or
 - b) He does not return to work at the expiration of his leave of absence, or

- c) He does not receive the required approval and engages in flying for remuneration.
- 14.1.9 A Pilot returning from an authorized leave of absence shall resume his last held permanent Assignment subject to seniority and re qualification. This could result in another Pilot being bumped.
- 14.1.10 Temporary vacancies created under this Section may be filled under SECTION 9, FILLING OF ASSIGNMENTS.
- 14.1.11 The Company will provide Company only flight benefits for a period of one hundred eighty (180) days to a Pilot on an approved leave.
- 14.2 **MATERNITY, PARENTAL AND COMPASSIONATE CARE LEAVE**
- 14.2.1 The clauses in this section describe the minimum rights to which a Pilot is entitled respecting Maternity, Parental and Compassionate Care Leave, Pilots shall receive all the rights and benefits provided for in the Canada Labour Code.
- 14.3 **MATERNITY LEAVE**
- 14.3.1 **UNIFORM**
- 14.3.1.1 The Company shall provide a pregnant Pilot with a maternity uniform.
- 14.4 **WORKING DURING PREGNANCY**
- 14.4.1 The Company cannot require a Pilot to take leave in case of pregnancy unless she is no longer able to perform an essential function of her position.
- 14.4.2 A Pilot with six (6) months continuous service shall be entitled to unpaid maternity leave for a maximum period of nineteen (19) weeks. Such leave shall be in the form of a single period, beginning no earlier than eleven (11) weeks before the expected delivery date and ending no later than nineteen (19) weeks after the maternity leave takes effect.
- 14.4.3 The pregnant Pilot shall submit a written notice to the Company stating the date on which she desires to start her leave and her duration. This notice shall be given at least one Month before the Pilot's departure and shall be accompanied by a medical certificate from the attending physician stating the expected delivery date. The leave may be terminated earlier, subject to four (4) weeks prior written notice.

14.4.4 The leave identified in Section 14.4.3 above may end earlier at the written request of the Pilot.

14.5 **REASSIGNMENT AND CHANGE OF DUTIES**

14.5.1 A Pilot who is pregnant may ask the Company to change her duties or reassign her to another position if the continuation of her normal professional activities may represent a risk to her health or that of the fetus.

14.5.2 The request for reassignment or change in duties shall be accompanied by a medical certificate signed by an accredited physician in accordance with the Aeronautics Act and selected by the Pilot, stating the expected duration of the possible risk and the activities or conditions to be avoided in order to eliminate it.

14.5.3 The Company shall study the request in consultation with the Pilot and, if at all possible, shall change her duties or reassign her, taking into consideration her experience, training and the expected duration of the Assignment.

14.6 **NOTICE**

14.6.1 Unless there is a valid reason, a Pilot whose duties have been changed, who is reassigned or on leave shall be required to provide the Company with at least two (2) weeks' written notice informing it of any change in the expected duration, risk or inability mentioned in the original medical certificate, and shall submit a new medical certificate in support of such change.

14.7 **RETURN FROM LEAVE**

14.7.1 Upon her return, a Pilot shall return to the position she held prior to the start of her absence or reassignment, providing she has sufficient seniority to do so.

14.8 **PARENTAL LEAVE**

14.8.1 A Pilot who of has served with the Company continuously for at least six (6) months and who is or shall be responsible for the care and custody of a child shall be entitled to unpaid leave of up to thirty-seven (37) weeks during the fifty-two (52) weeks that follow the date on which the child is born or given into his custody.

14.8.2 In the case of an adoption, a Pilot who, who under provincial law, undertakes an adoption procedure, or receives and adoption order, shall be entitled to unpaid leave of up to twenty-four (24) weeks during the fifty-

two (52) weeks following the date on which the child is given into his custody.

14.8.3 The maximum length of Parental Leave taken by two (2) employees upon the birth or adoption of a child is fifty two (52) weeks.

14.8.4 A Pilot who intends to take Parental Leave shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so. Such written notice shall specify the length of the leave.

14.8.5 Any change to the length of such leave shall be brought to the Company's attention in writing at least four (4) weeks in advance, unless there are valid reasons for not doing so.

14.8.6 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.

14.9 **COMPASSIONATE CARE LEAVE**

14.9.1 A Pilot is entitled to and shall be granted a Compassionate Care Leave for up to eight (8) weeks of leave to care or support a family member.

14.9.2 The family member must have a serious medical condition with significant risk of death within twenty-six (26) weeks of a medical certificate being issued by a certified medical practitioner or if the leave commenced before the medical certificate was issued the leave will commence the Day the Pilot went on leave.

14.9.3 Leaves of absence for Compassionate Care Leave may only be taken in periods of not less than one week's duration.

14.9.4 The maximum length of Compassionate Care Leave taken by two (2) employees in respect of care or support of the same family member shall not exceed eight (8) weeks.

14.9.5 For the purpose of Compassionate Care Leave only, a family member shall mean a spouse or common-law partner of the employee, a child of the employee or a child of the employee's spouse or common-law partner, a parent of the employee or a spouse or common-law partner of the parent.

14.10 **CONSEQUENCES OF LEAVE**

14.10.1 A Pilot who takes leave under this section is eligible for the benefits that the group insurance plan provides on the same basis as other eligible employees who are absent because of illness.

14.11 **LEGAL PROVISIONS**

14.11.1 Notwithstanding the foregoing, the provisions in this section cannot in any way contravene those of the Employment insurance Act and legislation governing leave and parental leave.

14.12 **JURY DUTY**

14.12.1 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.

14.13 **BEREAVEMENT LEAVE**

14.13.1 The clauses in this section describe the minimum rights a Pilot is entitled with respect to bereavement leave. Pilots shall receive all the rights and benefits provided by the Canada Labour Code.

14.13.2 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.

14.13.3 Immediate family for the purpose of this Section shall include the Pilot's spouse or common law partner, the Pilot's Father and Mother and the Spouse or common law partner of the Father and Mother, the Pilot's children or the children of the Pilot's spouse or common law partner, the Pilot's grandchildren, the Pilot's brothers and Sisters, the Pilots's Grandfather and Grandmother, the Father and Mother of the Spouse or common law partner of the Pilot and the spouse or common law partner of the Father and Mother, and any relative of the Pilot who resides permanently with the Pilot or with whom the Pilot permanently resides.

14.13.4 Common law partner means; a person who has been cohabitating with an individual in a conjugal relationship for at least one (1) Year or has been so cohabitating with the individual for at least one (1) Year immediately before the individual's death.

14.14 **SHORT AND LONG TERM ILLNESS OR INJURY**

14.14.1 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 Certificate.

14.14.2 The Company will provide Company only flight benefits to Pilots on Short and Long Term Illness or Injury.

14.15 **EMERGENCY DAYS**

14.15.1 Pilots will be granted three (3) unpaid emergency days per Calendar 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.

14.15.2 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.

14.15.3 The Pilot will be placed on the FCL for reassignment to the extent that he can be reasonably accommodated so as not to suffer a reduction of income below the minimum monthly guarantee.

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.

15.2.2 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.

15.2.3 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 UTILIZATION

15.3.1 When a Pilot books off sick, his sick leave bank will be deducted as described in Section 15.1 and/or Section 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 an average of the Pilot's last three (3) months pay 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 (average of last three (3) months pay) pending the benefit claim will be repaid to the Company within three (3) banking days of receipt.

15.4.2. The provisions of Section 15.4.1 become effective at 00:01LT, May 01, 2007.

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 practicable.

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 PSL.

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 (TC) 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 TC regulations in support of a Transport Canada Medical 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 TC 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. The medical examiner or the Pilot will advise the Company if the Pilot is fit or unfit to report for duty. 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 TC, 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.
- 17.1.3.1 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 MEC Chairman or his designate. 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 practicable.
- 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 one-hundred percent (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 or his designate of any change in address.
- (b) The office of the Chief Pilot or his designate 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 and 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 or his designate 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 or his designate 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 PSL.

- 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 Section 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 PSL as per Section 17.2.5 above. An accepted notice of recall as per Section 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 COMPANY REQUESTED MOVES

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

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

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

18.2.4 Successful bidders on Pilot Vacancies to a newly established Base shall be considered as having been moved at Company's request.

18.2.5 In the event of a 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 COVERED

18.3.1 For all Company requested moves, the Company agrees to pay actual

moving expenses excluding packing and unpacking for personal effects. The Pilot shall obtain three (3) quotes, one of which shall be from a firm selected by the Company, and the Company shall select the firm to be used. Actual moving expenses shall include the fuel cost associated in moving one (1) personal vehicle, supported by receipts,

- 18.3.2 For all Company requested moves, a Pilot shall be allowed reasonable pre-approved living expenses for himself and dependent members of his family at point of new Assignment for a 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. The Company will not unreasonably deny any such request.

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 fifth (5th) 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.

19.1.3 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.

19.1.4 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 CY

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:

Effective May 01, 2007 \$65.50;
May 01, 2008 \$69.50;
May 01, 2009 \$73.50;
May 01, 2010 \$77.50;
May 01, 2011 \$81.50

19.2.2 When a Pilot qualifies for per diems as per Section 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 no later than the fifteenth (15th) of the Month immediately following the Month of the claim period paid by direct deposit and accompanied by a statement of any unpaid expenses.

Claims must be submitted by the fifth (5th) Calendar Day of the Month following the Month in which the expense was incurred; otherwise they may not be paid until 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.

19.4 **ACCOMMODATION STANDARDS**

19.4.1 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.

19.4.2 Prior to establishing accommodations at new layover points or changing existing accommodation, the Company shall consult with the MAC.

19.4.3 Upon written notice from the MAC, the Company will investigate accommodation complaints.

19.4.4 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.

- 19.4.5 For hotels, Pilots will have their own room.
- 19.4.6 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. The Station Manager will immediately arrange for alternate rest facilities at the Company's expense, including ground transportation.
- 19.4.7 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 **GROUND 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, the Pilots will use it. If courtesy transportation is not available, then the Pilot must submit receipts for reasonable transportation costs incurred by the fifth (5th) 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 FER I

19.8.1 The Company will provide all required periodicals and charts in each aircraft and ensure they are current,

SECTION 20

ACCIDENT OR INCIDENT INVESTIGATION

20.1 ACCIDENTS OR INCIDENTS

20.1.1 The Central Air Safety Committee (CASC) must be notified by the Company as soon as practicable—of any Accident requiring notification of the TSBC. The CASC will furnish current contact methods and his telephone numbers to the Company. The Company will notify the CASC of all TSBC reportable incidents,

20.2 STATEMENT

20.2.1 **A** Pilot is not required to make a verbal or written statement to the Company within the twenty-four (24) hours following an Accident or Incident if the conditions hereunder have not been complied with:

i) He has been able to consult the Association or IFALPA if outside Canada.

ii) In the case of an Accident, he has been examined by a physician approved by the Association (or IFALPA if outside Canada) and the Company.

20.2.2 Notwithstanding Section 20.2.1 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

20.2.3 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.

20.3 INVESTIGATION

20.3.1 If, during the course of his duties, a Pilot is involved in an accident or incident relating to the operation of an aircraft, he may be subject to an administrative suspension during the investigation conducted by the Company, TC or the TSBC. In such an event, the Pilot is advised accordingly by the Vice President, Flight Operations or his representative. In addition, in the seven (7) days following the Date of such notification, a

written notice setting out the reasons for the Company's decision shall be given to the Pilot, with a copy to the MEC Chairman or his designate.

- 20.3.2 When a Pilot receives an administrative suspension under Section 20.3.1, he shall continue to receive full compensation and all fringe benefits until the Company rules on his case.
- 20.3.3 When the investigation is conducted by the Company, the executives charged with it shall make every effort to present a final report within three (3) months. The Pilot concerned and the MEC Chairman or his designate shall be completely free to assist in the investigation. They shall be kept up to date on progress made and receive a copy of any preliminary or final report. An Association representative shall form part of the internal investigation team.
- 20.3.4 Throughout the investigation, the Pilot or his representative may, upon written request, receive and review all information contained in the Pilot's file, in the presence of a Company representative.
- 20.3.5 If, during this process, disciplinary measures or dismissal are considered, the provisions in Section 22 GRIEVENCE PROCEDURE, Section 23 DISCIPLINE OR DISCHARGE and Section 24 ARBITRATION shall apply.
- 20.3.6 During any investigation or hearing, the Pilot concerned may be represented by a member of the Association or any other representative he may authorize.

20.4 **ACCIDENT INVESTIGATION – ASSOCIATION PARTICIPATION**

- 20.4.1 The Company will grant immediate Association flight release for up to two (2) Pilots designated by the CASC Chairman to participate in the aircraft Accident investigation. The MEC Chairman or his designate will take all steps necessary to assist the Company in covering their scheduled trips.
- 20.4.2 The Company and the Association representatives who are members of any TSBC Accident Investigation team will cooperate fully in the interests of safety.
- 20.4.3 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 confirmed travel to the site of the investigation.

20.5 **DATA RECORDERS**

20.5.1 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)

20.5.2 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 Section 20.3.3.

20.5.3 The parties recognize that information from FDR's 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 FDR's 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.

- 20.5.4 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).
- 20.5.5 It is agreed that no program to read routinely recorded information from FDR's, except for maintenance purposes, will be introduced without mutual agreement between the Company and the Association.
- 20.5.6 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.
- 20.5.7 No Data Recorders will record specific Pilot identification designators.
- 20.5.8 Where any Data Recorder (other than a completely erased CVR) 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 within twelve (12) hours of the Company becoming aware of its removal.
- 20.5.9 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.
- 20.5.10 The CVR 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 MATTERS

21.1 DEFENCE AND COUNSEL

21.1.1 If legal proceedings are taken against a Pilot for an a legal error committed while carrying out his duties on behalf of the Company, the Company shall undertake to provide him or his estate with legal counsel, free of charge.

21.1.2 The Company shall undertake to hold the Pilot free and blameless from any claims adjudged against him, unless they are caused by gross negligence or voluntary misconduct.

21.1.3 Legal counsel shall be selected and paid for by the Company.

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 PILOT FILES

21.4.1 All Pilot files kept by or on behalf of the Company are wholly confidential and only those in charge of the Company's Flight Operations and Human Resources Departments shall have access thereto, and then only in the course of their duties.

21.4.2 All Pilot files kept by or on behalf of the Company , at the Pilot's request, shall be made available for his examination in the presence of a member of management.

21.4.3 The Pilot and the Association shall be provided either by hand or in a sealed envelope via Company mail, a copy of any material of a negative or

unfavourable nature which may be placed on a Pilot's file kept by the Company.

21.4.4 If the Pilot chooses to respond to any material(s) placed on his file(s), the response(s) shall be kept on his personnel file kept by the Company, with the material to which it refers.

21.4.5 Material not related to technical competency will be removed from a Pilot's file(s) kept by the Company, 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 these 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 griever may, together with his representative, review any information contained in his personnel file. If requested, the Company will provide two (2) 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) Calendar 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 TRIAL 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. Blair Graham
2. Gavin Wood
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 Agreement (including whether a matter is arbitral 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 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 griever, the reduction or modification of the discharge or discipline, and the order for compensation of the griever 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 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 thirty (\$30.00) 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

Reissue

- replaced after three years
- replaced annually
- replaced annually
- four additional per Year
- one additional per Year
- one additional per Year

SF 340 & ATR Entitlement

- i) one "three season" jacket
- ii) four Pilot shirts
- iii) three pair uniform pants
- iv) two ties

Reissue

- replaced after three years
- four additional per Year
- one additional per Year
- one additional per Year

- 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) In addition to the above uniform allotments, the Company will provide a "Snow Goose" parka to each Pilot every five (5) years. The Pilot will be responsible for one-hundred and fifty (\$150.00) dollars of the cost of the parka, and the Company will provide the Pilot with a voucher (APPENDIX D) to cover the remaining cost of the parka.
- d) 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.
- e) 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 anniversary.
- f) Pilots will provide footwear, and the Company will reimburse a Pilot every two (2) years, with receipts, an amount not to exceed one-hundred and fifty (\$150.00) dollars to be used for the purchase of acceptable work footwear. This allowance will coincide with (e) above.

SECTION 26

DEDUCTION AND REMITTANCE OF ASSOCIATION DUES

- 26.1 The Company shall, from the payroll for each pay period, deduct Association dues and properly authorized assessments from wages due and payable to all Pilots coming within the scope of this Agreement.
- 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 tines. The amount to be deducted shall not be changed during the term of this Agreement except to conform to 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 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, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in the previous Month.
- 26.4 Only payroll deductions required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds where existent shall be made from wages prior to the deduction of dues.
- 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. However, in the instance in which an error occurs in the amount of any deduction of dues from a Pilot's wages the Company shall adjust it directly with the Pilot. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in 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, 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 MEC Chairman, or his designate of the costs per Pilot for each of the Insurance benefits, and further, shall inform the MEC Chairman, or his designate 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 MEC Chairman, or his designate 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 CYWG based Pilots who choose to have parking at the CYWG airport, by purchasing yearly parking passes directly from the CYWG airport authority.

27.8.2 The Company will provide parking to all CYTH based Pilots by continuing its present practice respecting the provision of parking facilities in CYTH.

27.9 **SPACE AVAILABLE TRAVEL**

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

27.10 **INSURING 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'S PLAN**

27.11.1 All Pilots shall automatically be enrolled by the Company, in the Company's Pension Plan, Sun Life, after one (1) Year of continuous service with the Company. All conditions of the plan shall be as per the Master Agreement with Sun Life, and in accordance with all applicable laws.

27.11.2 The Company will provide an enrolment package thirty (30) days prior to the first (1st) Year anniversary to all new participants.

27.11.3	<u>Completed years of Cumulative Service with the Company</u>	<u>Rate</u>
	Less than one (1) Year	None
	After completing one (1) Year	3 %
	Once vested in Pension Plan	4%
	After completing ten (10) years	5%

Note: All pension contributions will be calculated on the regular wages (up to 85 hours) of a Pilot.

27.12 **COMMUT**

- 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 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 CYTH and CYWG as backup, and jump seat priority to commuting Pilots.

SECTION 28

<u>G/HIJ</u>	<u>TERNM</u>	<u>W</u>
28.1		<u>;/INTERNMENT/HOSTIA GE/ W.</u>
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	
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 Section 28"MISSING, HIJACKING, INTERNMENT, HOSTAGE OR POW" of the 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

FLIGHT RELEASE AND ASSOCIATION BUSINESS

29.1 **RECOGNITION**

29.1.1 The Company recognizes the role of the Association's representatives with respect to union activities.

29.2 **REPRESENTATIVES**

29.2.1 Association representatives shall be duly identified by the MEC Chairman or his designate with written notification to the Company. In addition, the MEC Chairman or his designate shall advise the Company, in writing of any change in its representation, including the addition or withdrawal of representatives.

29.3 **MAINTAINING PILOTING QUALIFICATIONS**

29.3.1 Any Association representative released from flying duties to conduct union activities shall be responsible for the minimum number of hours required to maintain their qualifications.

29.4 **MEC OTL COM EE**

29.4.1 The MEC shall form a Bargaining Committee for purposes of renewing the Agreement.

29.4.2 Hours devoted to direct bargaining sessions with the Company shall not be deducted from a Pilot's minimum monthly guarantee per Section 4.1 a) and Section 4.1 b).

29.4.3 The Company shall provide a reasonable amount of scheduled flight release to the Bargaining Committee to facilitate contract preparation.

29.5 **MEC, LEC AND ASSOCIATION BUSINESS**

29.5.1 **FLIGHT RELEASE**

29.5.1.1 The Company will, when requested by the MEC Chairman, or his designate, authorize release from flight Duty, MEC, LEC or other Committee delegates in order that they may attend to MEC business, subject to the needs of the service of the Company.

29.5.1.2 Requests for Association flight releases must be in writing by the MEC Chairman or his designate and submitted to the Chief Pilot or his designate for authorization as far in advance as possible.

29.5.2 **FLIGHT RELEASE SCHEDULING**

29.5.2.1 The MEC Chairman, or his designate are authorized 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.

29.5.2.2 The Association will not be responsible for any flying that can be covered by reserve Pilots.

29.5.2.3 The MEC Chairman or his designate, in consultation with the ASR's will distribute the newly available flying.

29.5.3 **POSITIVE SPACE TRAVEL**

29.5.3.1 Positive space travel on Company aircraft for MEC representatives will be provided as follows:

- a) Collective bargaining meetings with the Company;
- b) All Company requested meetings including grievance hearings;
- c) Accident or Incident Investigations;
- d) The ALPA Contract Administrator in order to travel to YTH for collective bargaining purposes and any Company requested meetings including grievance hearings;

29.5.4 **MINIMUM GUARANTEE AND GDO'S**

29.5.4.1 The Company will not reduce any Association member's monthly minimum guarantee, or pro rate their GDO's, for meetings with the Company required for negotiations, selection review or disciplinary hearings.

29.5.4.2 If flight release for Association business for purposes other than meetings with the Company as per Section 29.5.4.1 causes a Pilot to be unable to hold a minimum monthly block (80 credits) his minimum monthly guarantee and GDO's may be reduced.

29.5.5 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.

29.5.6 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.

29.5.7 The Company will provide a reasonable amount of scheduled flight release to the MEC Negotiating Committee to facilitate contract preparation,

29.6 **MEC FLIGHT RELEASE TIME BANK (FRTB)**

29.6.1 The Company shall deduct the first 0.2 (12 minutes) from the each Pilot's overtime in any Month. in which overtime credits are earned. These deducted credits will be deposited in the CMA MEC FRTB as 0.3 (18 minutes) at the applicable Pilot's 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 FRTB will be credited with 0.3 of a credit at that Pilots hourly rate.

29.6.2 The Company will track the total credits deposited in the FRTB and supply the MEC Chairman or his designate with this information as well as the total value of the FRTB on a once monthly basis.

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

29.6.4 The MEC Chairman or his designate may use FRTB credits to top up the monthly credits for any Pilot involved in MEC Activities. The MEC Chairman or his designate may top up Pilots whom have had their minimum reduced because of MEC activities flight releases 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 FRTB debits.

29.6.5 If at any time the MEC feels that it is no longer necessary to continue to add credits to the FRTB, the MEC Chairman or his designate will 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 May 1, 2007 and shall continue in full force and effect until midnight April 30, 2013.
- 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 this 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 _____, 2007 at Thompson, MB.

FOR CALM AIR INTERNATIONAL. LTD

FOR THE AIR LINE PILOTS ASSOCIATION
INTERNATIONAL

Gary Beaurivage
President

John Prater
President

Captain Bob Backhouse
Vice-president, Operations

Captain Glen McGregor
MEC and Negotiating Committee Chairman

Captain Robert Astwood
Chief Pilot

Captain Conrad Schnellert
Negotiating Committee

Captain William Stock
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	CYWG	ATR
2	St. Pierre, Jim	01 December,	1981	Captain	CYWG	HS748
3	Hogarth, Glenn	10 August,	1987	Captain	YTH	HS748
4	Wall, Art	15 February,	1988	Captain	CYWG	SF 34
5	Gagnon, Rod	22 April,	1993	Captain	CYWG	SF 34
6	Backhouse, Robert	23 July,	1993	MGMT	YTH	N/A
7	McKinnon, Harvey	27 April,	1995	Captain	CYWG	ATR
8	Schnellert, Conrad	09 September,	1996	Captain	YTH	HS748
9	Martin, Greg	31 March,	1997	Captain	CYWG	ATR
10	Arnbjornsson, Sveinn	09 October,	1997	Captain	CYWG	ATR
11	Ryszytylo, John	28 February,	1998	Captain	CYWG	SF 34
12	Astwood, Rob	28 March,	1998	MGMT	CYWG	N/A
13	Kozar, Rodney	28 March,	1998	Captain	CYWG	SF 34
14	McGregor, Glen	04 May,	1998	Captain	CYWG	SF 34
15	Caine, James	18 May,	1998	Captain	YTH	HS748
16	Thompson, Richard	19 May,	1998	Captain	CYWG	SF 34
17	Morgan, John	01 June,	1998	F/O	CYWG	SF 34
18	Frey, Ken	19 February,	1999	Captain	CYWG	SF 34
19	Baxter, Chris	04 April,	1999	Captain	CYWG	ATR
20	McLeod, Keith	11 May,	1999	Captain	CYWG	SF 34
21	Berry, Brian	27 February,	2000	Captain	CYWG	HS748
22	Cenerini, Richard	29 February,	2000	Captain	CYWG	SF 34
23	Kendall, Doug	29 February,	2000	Captain	CYWG	HS748
24	Morberg, Monica	01 March,	2000	MGMT	YTH	N/A
25	James, Andrew	17 April,	2000	Captain	CYWG	SF 34
26	Derksen, Dale	17 April,	2000	Captain	CYWG	SF 34
27	Mitchell, Sean	20 June,	2000	Captain	YTH	HS748
28	Ewanek, Arlin	08 April,	2001	Captain	YTH	HS748
29	Sass, Jarret	08 April,	2001	Captain	CYWG	SF 34
30	Stock, Bill	04 February,	2004	Captain	CYWG	SF 34
31	Cavoukian, Sevan	01 March,	2004	Captain	CYWG	SF 34
32	Giesbrecht, Bruce	01 March,	2004	Captain	CYWG	SF 34

33	MacLeod, Dan	08 March,	2004	Captain	YTH	HS748
34	Beuckert, Mani	05 April,	2004	F/O	CYWG	SF 34
35	Dean, Shannon	05 April,	2004	F/O	CYWG	SF 34
36	James, Scott	05 April,	2004	Captain	CYWG	SF 34
37	Faragher, Todd	07 February,	2005	F/O	YTH	HS748
38	Bouchard, Martin	07 February,	2005	F/O	YTH	HS748
39	Brignell, Derek	07 February,	2005	F/O	CYWG	SF 34
40	Cowan, Dan	07 February,	2005	F/O	CYWG	HS748
41	Tremaine, Lance	05 June,	2005	F/O	CYWG	SF 34
42	Downes, Richard	13 June,	2005	F/O	CYWG	SF 34
43	Harman, Shaun	17 July,	2005	F/O	YTH	HS748
44	Jacobs, Jeff	17 July,	2005	F/O	YTH	HS748
45	Laurencelle, Shannon	24 August,	2005	F/O	CYWG	SF 34
46	Cooley, Chad	24 August,	2005	F/O	CYWG	SF 34
47	Reimer, Ken	24 August,	2005	F/O	CYWG	SF 34
48	Mellen, Chris	01 February,	2006	F/O	CYWG	SF 34
49	Meston, Corey	27 March,	2006	Captain	YTH	C 208
50	Perry, Tim	27 March,	2006	Captain	YTH	C 208
51	Potter, Brendan	27 March,	2006	Captain	YTH	C 208
52	Peterson, Justin	03 April,	2006	F/O	YTH	HS748
53	Randall, Kory	03 April,	2006	F/O	CYWG	HS748
54	Russell, Scott	10 April,	2006	F/O	CYWG	SF 34
55	Lovelace, Keith	10 April,	2006	F/O	CYWG	SF 34
56	Maksymowicz, Gregory	03 July,	2006	F/O	YTH	HS748
57	Moores, Peter	03 July,	2006	F/O	YTH	HS748
58	Sciberras, Troy	03 July,	2006	F/O	YTH	HS748
59	Tinker, Matthew	03 July,	2006	F/O	YTH	HS748
60	Marr, Shandra	21 July,	2006	F/O	CYWG	SF 34
61	Steiner, Tanice	21 July,	2006	F/O	CYWG	SF 34
62	Pennington, Elizabeth	21 July,	2006	F/O	CYWG	SF 34
63	Stuesser, Kelly	21 July,	2006	F/O	CYWG	SF 34
64	Tetrault, Corey	21 July,	2006	F/O	CYWG	SF 34

APPENDIX B

DEFINITIONS and ACRONYMS

1. **“Accident”** shall be as defined in the Company Operations Manual.
2. **“ ‘A’ Check Pilot”** shall mean a Pilot designated by the Company to carry out any training and Pilot Proficiency Checks (PPC), Instrument Flight Tests (IFT), line indoctrination and Line Checks (LC) for the purpose of assessing another Pilot’s performance and who holds valid Transport Canada (TC) or other government certificates authorizing him to serve as such Pilot.
3. **“ALPA”** shall mean Air Line Pilots Association, International.
4. **“ASR”** shall mean Association Scheduling Representative.
5. **“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.
6. **“Assignment”** is considered the Status, Equipment and Base of a Pilot.
7. **“ASS”** Association Scheduling System.
8. **“ATC”** Air Traffic Control.
9. **“ ‘B’ Check Pilot”** shall mean a Pilot designated by the Company to carry out any training, line indoctrination and Line Checks (LC) for the purpose of assessing another Pilot’s performance.
10. **“Base”** is a specific airport designated by the Company from which a Pilot or a group of Pilots carry out scheduled and non-scheduled flying.
11. **“Bid Award”** shall mean written notice of change or confirmation of Assignment given to a Pilot from the Company.
12. **“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.
13. **“Blockholder”** shall mean a Pilot who currently holds a block.
14. **“Calendar Day”** is considered to be a twenty-four (24) hour period from midnight to midnight, local time.
15. **“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.

16. "CAR's" shall mean Canadian Aviation Regulations.
17. "CASC" shall mean the Central Air Safety Committee
18. "CMA" shall mean Calm Air International Ltd.
19. "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.
20. "COM" Company Operations Manual.
21. "Credits" shall mean the units of time that a Pilot earns for pay and block time limitation purposes.
22. "CSA" Canadian Standards Association
23. "CYWG" Winnipeg, MB.
24. "CYTH" Thompson, MB.
25. "Day" shall mean any consecutive twenty-four (24) hour period.
26. "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))
27. "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.
28. "Displacement/Displaced" shall mean where a Pilot is removed from his permanent Assignment.
29. "Draft" shall mean the involuntary Assignment of a Pilot to any Duty on a Day on which he was originally scheduled a Day Off.
30. "Duty" shall mean any time a Pilot is engaged in any Company related activities.
31. "Duty Day" shall mean the elapsed time during which a Pilot is on Duty.

32. **“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.
33. **“Equipment”** shall mean the type of aircraft utilized for Company flying operations. Example: HS748, ATR, Saab340, Caravan.
34. **“Equipment Status”** shall mean the type of Equipment to which a Captain or First Officer is assigned.
35. **“FCL”** First Call List.
36. **“First Officer (F/O)”** 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.
37. **“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.
38. **“FRTB”** Flight Release Time Bank.
39. **“GPS”** Global Positioning System.
40. **“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.
41. **“Holiday Year”** shall run April 1st through March 31st.
42. **“IFALPA”** International Federation of Air Line Pilots Association
43. **“IFT”** shall mean Instrument Flight Training.
44. **“Incident”** shall be as defined in the Company Operations Manual.
45. **“KMSP”** Minneapolis, MN
46. **“LC”** shall mean Line Check.
47. **“LOI”** shall mean Letter of Intent
48. **“LOU”** shall mean Letter of Understanding
49. **“LT”** shall mean local time.
50. **“MAC”** shall mean Meals and Accommodation Committee.
51. **“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.

52. **“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.
53. **“Minimum Monthly Guarantee”** shall be eighty (80) credit hours for Pilots on all aircraft types.
54. **“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.
55. **“Monthly Maximum Bid”** shall mean eighty-five (85) credit hours per Month or up to the Monthly forecasted average, whichever is greater.
56. **“Occurrence”** shall be as defined in the Company Operations Manual.
57. **“OHSC”** shall mean Occupational Health and Safety Committee.
58. **“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.
59. **“Pairing”** shall mean a pre-arranged schedule of one or more consecutive Duty periods.
60. **“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.
61. **“Personnel File”** shall mean the record of a Pilot’s history of employment with the Company.
62. **“Pilot”** shall mean a Captain or First officer as defined herein
63. **“Pilot Base”** shall mean 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.
64. **“Position”** shall refer to a Pilot’s Status and Equipment Status.
65. **“PPC”** shall mean Pilot Proficiency Check.

66. **“Probation Period”** shall mean the Assignment period for newly hired Pilots to their being considered permanent employees.
67. **“PSL”** Pilot Seniority List
68. **“Qualified”** shall mean that a Pilot has met the standards required by Transport Canada for Equipment or Status qualification.
69. **“Reassignment”** shall mean the Assignment of a Pilot on a scheduled working Day to any flight(s) not originally scheduled in his block.
70. **“Recurrent Training”** shall mean the training required, including Line Orientated Flight Training (LOFT), Emergency Procedures Training (EPT), and/or any other form of training that is necessary to maintain the Transport Canada standard with respect to Status and Equipment for an Instrument Flight Test (IFT), Pilot Proficiency Check (PPC) or Line Check (LC).
71. **“Reduction”** shall mean a decrease in the number of assignments in Status on an Equipment type at a Pilot Base.
72. **“Released”** shall mean the time when a Pilot’s on-Duty period ends.
73. **“Report time”** shall mean the time that a Pilot is required to begin a scheduled Duty period.
74. **“Reserve Day”** shall mean the twenty-four (24) hour period from midnight to midnight local time during which reserve Duty occurs.
75. **“Reserve Period”** shall mean a period, within a reserve Day, when a Pilot so assigned will be available for flight Duty.
76. **“Rest Period”** shall mean a period of time free from Duty between consecutive Duty Periods. The minimum Rest Period must include the opportunity for eight (8) hours of prone rest.
77. **“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.
78. **“SGDO”** shall mean a GDO placed beside a STAT Day for the purpose of scheduling.
79. **“SHGDO”** Statutory Holiday Guaranteed Day Off.
80. **“SRC”** Selection Review Committee.
81. **“Status”** means a Pilot’s assigned classification (i.e. Captain or First Officer).
82. **“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.

- 83. “TC” shall mean Transport Canada.
- 84. “Temporary Assignment” shall mean a Pilot position in regard to Base, Equipment and Status of six (6) months or less duration.
- 85. “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.
- 86. “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.
- 87. “TSBC” Transportation Safety Board of Canada
- 88. “TSC” shall mean Training and Standards Captain.
- 89. “Vacancy” is a requirement, determined by the Company, for a position at a Base to meet the requirements of the schedule.
- 90. “Vacation Year” shall run April 1st. through March 31st
- 91. “VGDO” shall mean a GDO placed beside a VACATION Day for the purpose of scheduling.
- 92. “VSC” Vacation Scheduling Calendar
- 93. “Year” means a complete Calendar Year.

APPENDIX C

TRAINING CONTRACT

BETWEEN:

CALM AIR INTERNATIONAL LTD.
90 Thompson Drive
Thompson, Manitoba
R8N 1Y8
(“CalmAir”)

-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

APPENDIX D

PARKA VOUCHER

CALM AIR INT'L LTD THOMPSON

50 THOMPSON DRIVE
THOMPSON, MANITOBA
R8N 1Y8



PILOT

Uniform Authorization Voucher

PO # _____

Account # 68196200

SIZE _____ EMPLOYEE PAYS: \$150.00 includes taxes
(XS - XL) CHARGE TO ACCOUNT: \$426.25 includes taxes

OVER SIZE _____ EMPLOYEE PAYS: \$150.00 includes taxes
(2XL - XL) CHARGE TO ACCOUNT: \$539.25 includes taxes

NOTE: THE EMPLOYEE IS RESPONSIBLE FOR \$150.00 OF THE TOTAL SALE TO BE PAID BY CASH, DEBIT, VISA, MATERCARD OR CHEQUE THE DIFFERENCE AT THE POINT OF SALE IS TO BE CHARGED TO THE ACCOUNT.

This voucher is to certify that _____ is an employee of CALM AIR INT'L LTD THOMPSON and is entitled to purchase the following items on account at the listed program price. Where an item is sale priced the lower price will apply.

Quantity Allowed: Resolute Parka 1

STYLE #	DESCRIPTION	COLOUR	SIZE	Program Price Reg. Sizes	Program Price over size
6501	Canadian Goose Resolute Super Parka	NAVY		\$509.95	\$609.95

With any issues pertaining to this voucher please contact Troy Mask @ (204) 791-0881

NO STYLE SUBSTITUTIONS ALLOWED

Authorized signature: _____

This voucher must have an original signature - no photocopies will be accepted.

Expiry Date: 30-Apr-07



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