

AGREEMENT #2

Between

Skyservice Airlines Inc.

and

The Flight Crew Members in the Employ of

Skyservice Airlines Inc.

As Represented by the

Skyservice Pilots' Association of Canada  
(SkyPAC)

RECEIVED  
APR 04 2007

13709(01)

## INDEX TO ARTICLES OF AGREEMENT

### Articles of Introduction

1.	Preamble	Page 9
2.	Recognition and Management Rights	Page 10
3.	Definitions	Page 11
4.	Operation of Company Aircraft	Page 16
5.	Association Affairs	Page 17
6.	Not allocated	

### Personnel Policies & Benefits

7.	Pay and Supplemental Pay	Page 21
8.	Seniority	Page 23
9.	Probation	Page 25
10.	Contract Flight Crew Members	Page 26
11.	New Equipment	Page 27
12.	Deduction of Dues	Page 28
13.	Travelling Expenses and Allowances	Page 29
14.	Not allocated	
15.	Benefits	Page 31
16.	Medical Examination	Page 32
17.	Uniforms	Page 34
18.	Vacation	Page 35
19.	Leaves of Absence	Page 39
20.	Filling of Assignments	Page 40
21.	Reduction in Force, Furlough and Recall	Page 42
22.	Missing, Hi-Jacking, Hostage & Internment Benefits	Page 43
23.	Retirement	Page 45
24.	Grievance Procedures	Page 46
25.	Arbitration	Page 48
26.	Discipline / Discharge	Page 49
27.	Expedited Proceedings	Page 50
28.	Not allocated	
29.	Not allocated	
30.	Not allocated	
31.	Not allocated	

## **Normal Operations & Scheduling**

32.	Credits	Page 55
33.	Guaranteed Days Off (GDOs)	Page 58
34.	Reserve	Page 60
35.	Assignment to Additional Duty	Page 61
36.	Deadheading / Positioning	Page 62
37.	Not allocated	
38.	Not allocated	
39.	Not allocated	
40.	Not allocated	

## **Specialty Operations**

41.	Deployed Operations	Page 65
42.	Boeing 727 Operations	Page 66
43.	Not allocated	
44.	Not allocated	

## **Technical**

45.	Data Recorders	Page 69
46.	Accidents or Incidents	Page 71
47.	Not allocated	
48.	Not allocated	

## **Management & Training**

49.	Training and Qualifications	Page 75
50.	Management and Supervisory Flying	Page 78
51.	Not allocated	
52.	Not allocated	

## **General**

53.	Miscellaneous	<del>Page 83</del>
54.	Duration	Page 85

## **Appendices**

Appendix A - Seniority List	Page 89
Appendix B - Pay Schedules	Page 91
Appendix C - Scheduling Rules	Page 93

## **Letters of Understanding**

LOU No. 1 - Airtours UK A320 Summer Operation	Page 109
LOU No. 2 - Airtours A330 Winter Operation	Page 113
LOU No. 3 - B727 Contract Flight Crew Members	Page 117
LOU No. 4 - Company pledge to Flight Crew <b>Members</b>	Page 119
LOU No. 5 - Contract Pilots	Page 121
LOU No. 6 - CCQ pilots	Page 123

**ARTICLES OF  
INTRODUCTION**

1. PREAMBLE

- 1.01 This Agreement is made and entered into by and between Skyservice Airlines Inc. (hereinafter referred to as the "Company"), and the Skyservice Pilots Association of Canada ("SkyPAC"), (hereinafter referred to as the "Association"), representing the Flight Crew employed by the Company. The Company hereby confirms that it voluntarily recognizes SkyPAC as the representative of the Flight Crew Members employed by the Company.
- 1.02 The purpose of this Agreement is to serve the mutual interests of the Company and its employees in the provision of high quality scheduled and non-scheduled air services within the highly competitive air transport market; to further flight safety; to promote efficiency and economy of flight operations; and to ensure the viability of the Company and the continued employment of its Flight Crew.
- 1.03 In making this Agreement the parties hereto recognize that compliance with the terms of this Agreement with a spirit of co-operation is essential for the mutual benefit of the parties.
- 1.04 This Agreement replaces and takes precedence **over** all previous agreements, minutes, fetters of understanding, amendments and similar related documents issued prior to the signing of this agreement.
- 1.05 In the event that a new type of aircraft or operation is introduced by the Company, other than those covered by this Agreement, the Company and the Association will establish the terms and conditions **of** such an operation.
- 1.06 There shall not be any strikes or lockouts during the term of this Agreement.
- 1.07 No part of this agreement will contravene any present or future governmental regulations.
- 1.08 In this Agreement, unless otherwise specifically stated, the masculine shall include the feminine and the singular shall include the plural.

## 2. RECOGNITION AND MANAGEMENT RIGHTS

- 2.01 The Company recognizes the Association as the sole bargaining agent for all Flight Crew Members employed by the Company. It is agreed and understood that persons holding *bona fide* managerial positions are permitted to deal directly with the Company in relation to establishing terms and conditions of employment which may be different from those of non-managerial Flight Crew Members. If there is any dispute with respect to whether a person holds and exercises managerial functions, and the Company and the Association cannot agree on such issue, it shall be determined by arbitration.
- 2.02 The management of the Company, and the direction of the Flight Crew Members are vested exclusively in the Company, and shall not be restricted, except by terms and provisions set forth in this Agreement.
- 2.03 The Company retains the exclusive control over all matters concerning the operation] management and administration of its business, except as may be restricted or altered by the terms and provisions of this Agreement.
- 2.04 Subject to discussions with the Association, and without limiting the generality of Article 2.03, the Company's rights shall include, but not be limited to, the following:
- a) Select, hire, transfer, promote, and demote (with just and reasonable cause) Flight Crew Members, and to discipline or discharge Flight Crew Members with just and reasonable cause, and to require Flight Crew Members to observe reasonable rules and regulations which may be promulgated by the Company, provided such rules are not inconsistent with the terms and provisions of this Agreement;
  - b) Maintain order, discipline, and efficiency;
  - c) Determine and change the service and business of the Company, and the schedules with respect to same, subject to the provisions of Article 1.05;
  - d) Determine and change the location where the Company's business is carried on;
  - e) Determine and change the methods of carrying out the Company's business and service; and
  - f) Determine reasonable standards for the performance of work.

### 3. DEFINITIONS

- 3.01** Agreement - means the collective agreement in effect, including letters of understanding signed by authorized Company and Association officers.
- 3.02** Assignment - means the position held by a Flight Crew Member in regards to base, equipment, and status. A change in any or all of the preceding shall constitute a change in assignment.
- 3.03** Base - means an airport designated by the Company as a base of operations.
- 3.04** Block - means a series of pairings and time off awards for a given month that have been assigned to a Flight Crew Member.
- 3.05** Book Off - means a withdrawal of a Flight Crew Member from active flight duty for medical reasons. A Flight Crew Member will remain on book off status until he books back on.
- 3.06** Captain - means a pilot who is in command of an aircraft and its crew members while on flight duty. The Captain must be properly qualified and designated by the Company as a Captain and must hold a currently effective Transport Canada and/or other governmental certificate(s) authorizing him to serve as such pilot.
- 3.07** Crew Rest - means a period of time free from all duty with the company as defined in the Canadian Air Regulations(CARs).
- 3.08** Data Recorder - means Cockpit Voice Recorders, Flight Data Recorders, Automatic Flight Data Reporting System (ACARS), FOQA, LOMS, and any video or audio equipment used to record Flight Crew and/or aircraft performance.
- 3.09** Date of Hire - means the date that a person is hired as a full time Flight Crew Member. The date of hire will determine the position of a Flight Crew Member on the seniority list, subject to the provisions of Article 8.
- 3.10** Day - means a twenty-four (24) hour period commencing at **0300L** and terminating at **0259L**.
- 3.11** Deadheading - means the travelling of a non-operating Flight Crew Member from one location to another on the Company's aircraft.
- 3.12** Deployed Operations - means operations in which a Flight Crew Member is away from his home base in excess of twenty (20) days.



- 3.13 Displacement - means when a pairing or part of a pairing has been removed from a Flight Crew Member's Block by the Company.
- 3.14 Draft - means the allocation of any duty to a Flight Crew Member that is not in his awarded block, other than reassignment or reserve callout.
- 3.15 Duty Period - means the elapsed time during which a Flight Crew Member is continuously on duty from scheduled reporting time (or actual reporting time, whichever is later) until time of release from duty, and which is not broken by a minimum rest period.
- 3.16 Employee - the term as used in this agreement, refers to Flight Crew Members as defined in Article 3.18.
- 3.17 First Officer - means a pilot who is second-in-command of the aircraft and its crew members and whose duty is to assist or relieve the Captain, and who is properly qualified to serve as and holds a currently effective Transport Canada and/or other governmental certificate(s) authorizing him to serve as such pilot.
- 3.18 Flight Crew Member (FCM) - Captain, First Officer, Second Officer or Flight Engineer as defined herein.
- 3.19 Flight Duty Time - means the time during which the Flight Crew Member operates in an aircraft as a member of its crew. It commences at the required report time at the beginning of a duty period and finishes fifteen (15) minutes after the final flight in the duty period.
- 3.20 Flight Engineer - means a Flight Crew Member who is third-in-command of the aircraft, and who is properly qualified to serve as and holds a currently effective Transport Canada and/or other governmental certificate(s) authorizing him to serve as such Flight Engineer.
- 3.21 Flight Time - means the time from which the aircraft first moves under its own power until it stops on its parking spot.
- 3.22 Furlough - means a lay-off of a Flight Crew Member from active flight duty.

- 3.23 Grey Day - means a day on which a Flight Crew Member is not scheduled for any of the following:
- a) Flight duty,
  - b) Guaranteed day off,
  - c) Vacation,
  - d) Simulator,
  - e) Ground training,
  - f) Reserve duty,
  - g) Meetings, or
  - h) Any other form of work for the Company.
- 3.24 Guaranteed Day Off (GDO) - means a day off at a Flight Crew Member's home base, or designated base for deployed operations, during which period the pilot is not scheduled for any of the following:
- a) Flight duty,
  - b) Grey day
  - c) Vacation,
  - d) Simulator,
  - e) Ground training,
  - f) Reserve duty,
  - g) Meetings, or
  - h) Any other form of work for the Company.
- 3.25 Home Base - means the base permanently assigned to a Flight Crew Member.
- 3.26 Late Finish/Early Start - means any duty carried out within any part of the period 0100L to 0659L.
- 3.27 Local Night - means a period of eight (8) hours falling within 2000L and 0600L.
- 3.28 Long Range Flight - means a flight or series of flights that terminates more than four (4) one-hour time zones from point of departure, other than flights conducted entirely within the Northern Domestic Airspace, and;
- a) is limited to three (3) sectors;
  - b) only one sector, excluding one unscheduled technical stop, may be completed after a transoceanic sector.

- 3.29 Month - means a complete calendar month commencing at 0300L on the first day of the month and terminating at 0259L on the last day of the month, except for the months of January, February, and March which shall be divided into three (3) monthly periods of 1 January to 30 January inclusive, 31 January to 1 March inclusive, and 2 March to 31 March inclusive.
- 3.30 New Aircraft - means any aircraft not currently operated, for which a Flight Crew Member requires a new type rating and/or additional training.
- 3.31 New Operation - means any operation not previously carried out, whether scheduled or non-scheduled.
- 3.32 Pairing - means a group of flight sectors that are identified for scheduling purposes that fall within the rules of the Canadian Aviation Regulations (CARs).
- 3.33 Positioning - means the travelling of a non-operating Flight Crew Member from one location to another by any means other than on the Company's aircraft (ie: another airline, bus, train, etc.) at the Company's request.
- 3.34 Probation period - a period of time where a Flight Crew Member has not completed thirteen (13) months work with the Company following the date of first line flight as a Flight Crew Member.
- 3.35 Qualified - means having met the standards required by Transport Canada and the Company for the Flight Crew Member's assignment.
- 3.36 Reassignable - means a Flight Crew Member who is eligible for reassignment due to displacement from his assigned block.
- 3.37 Report Time - means the time designated for the Flight Crew Member to report for duty.
- 3.38 Reserve Duty - means a time period during which a Flight Crew Member so assigned must be available to be called for duty.
- 3.39 Second Officer - means a pilot who is third-in-command of the aircraft and its crew members, and who is properly qualified to serve as and holds a currently effective Transport Canada and/or other governmental certificate(s) authorizing him to serve as such pilot.
- 3.40 Seniority - means the relative standing of a Flight Crew Member on the seniority list.
- 3.41 Split Flight Duty Time - means a duty period that includes a rest period that does not constitute a legal rest between flight duty periods.

- 3.42** Status - means a Flight Crew Member's assigned classification (i.e. Captain, First or Second Officer, or Flight Engineer).
- 3.43** Time Away From Base (TAFB) - means a period of time commencing from departure at home base until arrival at home base.
- 3.44** Unforeseen Operational Circumstances - means any unplanned event, such as, but not limited to, adverse weather, equipment malfunctions or air traffic control delays, that is beyond the control of the Company.
- 3.45** Vacancy - means an unfilled Flight Crew Member assignment as determined by the Company.



#### 4. OPERATION OF COMPANY AIRCRAFT

4.01 All aircraft operated by the Company whether owned or leased, shall be operated by Flight Crew Members whose names appear on the Skyservice Flight Crew Seniority List as defined in Article 3.40, and further referenced in Article 3.09. Exceptions to this fundamental principle are as follows:

- a) In the event new types of aircraft are procured Flight Crew Members may be contracted from outside the Company, on a temporary basis, strictly for the purpose of qualifying successful bidders on the new types of aircraft.
  - i) Such Flight Crew Members, contracted on a temporary basis, are bound by the scheduling rules of this Agreement; and
  - ii) Such Flight Crew Members, contracted on a temporary basis, shall remain on contract with the Company only to the extent of time required to complete the training of the Company Flight Crew Members on the seniority list as defined above;
- b) Contract Flight Crew Members as provided for in Article 10;
- c) Flying performed by Flight Crew Members representing aircraft manufacturers, when flying for the purpose of technical evaluation of Company aircraft or procedures, shall be bound **by** the scheduling rules of this Agreement; and
- d) Flight training or line indoctrination of non-Company Flight Crew Members.

NOTE: Flying pursuant to 4.01(c) and (d) will be subject to the scheduling rules of this Agreement, and will not exceed 85 hours per month per Flight Crew Member.

4.02 The Company may enter into wet leases (contracting with another company for the provision of an aircraft with crew), provided the wet lease does not result in furlough or change of assignment of any Company Flight Crew Member. Prior to entering into such wet leases, the Company will advise the Association.

4.03 Whenever two line Captains are assigned to the same flight duty, the senior Captain shall be designated as the Pilot-in-Command **for** that flight duty.

## 5. ASSOCIATION AFFAIRS

- 5.01 The Company recognizes the Executive of the Association, comprised of the President, Vice-president, Secretary, and Treasurer, as duly elected representatives of the Association. The Company also recognizes the Negotiating Committee, currently consisting of four members, to be authorized by the membership of the Association to carry on discussions with the Company for the sole purpose of renewing this and subsequent Agreements.
- 5.02 The Executive of the Association may establish committees at its discretion; however, only members recognized in article 5.01 shall communicate with the Company on Association business. Recommendations made by such committees shall be communicated to the Company by the Executive. Individual members may communicate with the appropriate Company personnel at any time with regard to matters of a personal and/or singular nature.
- 5.03 The Association shall designate one member and three alternate members to monitor the bid award process for monthly schedules and annual vacation. Any of these designated members shall also monitor the awarding of assignments as defined by this agreement. These roles shall be advisory in nature to ensure compliance with the scheduling rules.
- 5.04 The Company agrees to release one member of the Association Executive for the purpose of conducting Association and Company related business. This Flight Crew Member shall be credited as per Article 32.10 for each day released. Such release and subsequent credit must be pre-authorized by the Company.
- 5.05 It is recognized that a Flight Crew Member may be required to attend Association business that allows credit as per Article 32.10. Such attendance and subsequent credit must be pre-authorized by the Company.
- 5.06 The Association may post notices upon Company designated bulletin boards wherever Association members are based. Such notices will contain Association related matters. The Association understands the requirements to conduct its affairs in a professional and business-like manner.
- 5.07 The Association may distribute Association mail to Flight Crew Members via Company mail and through the use of Flight Crew Members' mail slots provided at Company bases. The Company will bear no responsibility for delays or other distribution problems.
- 5.08 The Company will permit the use of its photocopy machine to reproduce Association notices and correspondence, provided it does not interfere with normal office activities.

**PERSONNEL POLICIES**

**&**

**BENEFITS**

7. PAY AND SUPPLEMENTAL PAY

- 7.01 Basic rates of pay (yearly and hourly) shall be determined by the Flight Crew Member's status and years of service in accordance with Appendix B.
- 7.02 For pay purposes, the date of classification and/or reclassification shall be the date of the first line flight under supervision for First Officers and the date of the first unsupervised flight for Captains.
- a) When a First Officer is promoted to Captain status, he will be placed in the first year level of the Captain classification wage scale.
  - b) In the case of reclassification, having held previous Captain status with the Company, a Flight Crew Member will be credited with his past service time as a Captain to establish his re-entry level within the Captain's classification wage scale.
  - c) When a Captain is downgraded to First Officer status, he will be placed in the appropriate pay level equivalent to his overall continuous service with the Company as a Flight Crew Member.
- 7.03 When a Captain is assigned, at the request of the Company to serve as a First Officer on any flight, while his permanent Captain assignment is still current, he will continue to receive pay at his Captain's rate.
- 7.04 When a Flight Crew Member as a result of Furlough, Leave of Absence or other causes works less than a full month, his monthly salary shall be determined by the percentage of the month worked, i.e. monthly salary times number of days employed in the month divided by thirty (30).
- 7.05 Any credits in excess of eighty-five (85) hours shall be paid at overtime rates as follows:
- a) From Jan/01 to Apr/03: From eighty-five (85) to ninety (90) credit hours at one hundred and twenty-five percent (125%) of the Flight Crew Member's hourly rate, and hundred and fifty percent (150%) for credits over ninety (90) hours.
  - b) From May/03: At one hundred and fifty percent (150%) of the Flight Crew Member's hourly rate.



- 7.06 Check pilots shall receive additional sum payments distributed equally over their periodic pay cycles in the following amounts:
- a) 'A' check – the greater of thirty dollars (\$30.00) per flight hour for line-indoctrination training or checking duties carried out in a month or one thousand dollars (\$1000.00) per month for the period of Jan/01 to Apr/03, and the greater of thirty-seven dollars and fifty cents (\$37.50) per flight hour or one thousand two hundred and fifty dollars (\$1250.00) per month thereafter.
  - b) 'B' check - the greater of thirty dollars (\$30.00) per flight hour for line-indoctrination training or checking duties carried out in a month or five hundred dollars (\$500.00) per month for the period of Jan/01 to Apr/03, and the greater of thirty-seven dollars and fifty cents (\$37.50) per flight hour or six hundred and twenty-five dollars (\$625.00) per month thereafter.
- 7.07 Training Captains, excluding check pilots, shall receive thirty dollars (\$30.00) per flight hour for line-indoctrination training duties carried out in a month for the period of Jan/01 to Apr/03, and thirty-seven dollars and fifty cents (\$37.50) per flight hour thereafter.
- 7.08 A statement detailing credit hours and per-diem earned during the pay period will be issued monthly.

## 8. SENIORITY

- 8.01 The Company and the Association adopt the seniority list, effective January 01, 2001, as attached at Appendix A. This seniority list supersedes all previous seniority lists, which are declared null and void.
- 8.02 Each new full-time Flight Crew Member hired into the Company will be assigned a seniority number. Such number will be appended to the end of the appropriate section of the current Seniority List.
- 8.03 The determination of seniority number will recognize current employment with other Skyservice divisions or companies. A new Flight Crew Member transferring to the airline division will be awarded the lowest (most senior) seniority number within any group of Flight Crew Members hired simultaneously. Where two (2) or more Flight Crew Member's of the same status have the same date of hire, their relative seniority on the seniority list will be determined by the Company once all Flight Crew Members within that group have completed their initial PPC.
- 8.04 The Director of Flight Operations will notify the Association of all new Flight Crew Member's names, their seniority numbers, and their dates of hire.
- 8.05 The Company will, within thirty (30) days of the first day of July of each year, or at any time significant changes have occurred, furnish all Flight Crew Members with a Pilot's and Flight Engineer's Seniority List. A copy of this list will be posted on a suitable bulletin board. Such list will contain, in order of seniority, the names of all Flight Crew Members in each category and their respective date of hire.
- 8.06 Protest in regard to seniority standing shall be submitted to the Director of Flight Operations in writing by the Flight Crew Member concerned within thirty (30) days of the date of posting. If a Flight Crew Member is on vacation, sick leave, or is out of the country when such a list is published, he shall have fifteen (15) days after his return to duty, or until the end of the thirty (30) day period, whichever is later, to register such protest. If no protest is brought to the attention of the Director of Flight Operations within the specified time period, the Seniority List as posted shall be considered as final and binding, and no longer subject to challenge. However, by mutual agreement, the Company and the Association shall have the power to correct errors at any time.
- 8.07 Seniority protests that cannot be satisfactorily resolved shall be processed through the grievance procedure.

- 8.08 The appropriate Flight Crew Member Seniority Number will govern all Flight Crew Members in case of reduction of force, vacation preference, their bidding of monthly blocks, their assignment or reassignment due to expansion or reduction in schedules and/or equipment, their recall from furlough, and their choice of vacancies except as outlined in Article 21 – REDUCTION IN FORCE, FURLOUGH AND RECALL.
- 8.09 Flight Crew Members transferred to non-flying or supervisory duty will retain and accrue their seniority provided that all necessary licenses are maintained.
- 8.10 A Flight Crew Member who is medically unfit to fly for a period of sixty (60) days or longer may not exercise his seniority unless medical evidence indicates he will be able to return to active status in time to fulfill his duties.
- 8.11 Following a medical leave, if a Flight Crew Member has not been able to bid in accordance with Article 8.08 above, he shall return to his last assignment.
- 8.12 A Flight Crew Member will retain and accrue seniority unless he:
- a) Resigns;
  - b) Is terminated for just and reasonable cause;
  - c) Overstays his leave of absence without written consent of the Director of Flight Operations, or his designate;
  - d) Refuses to accept a recall in accordance with the recall procedure of this Agreement; or
  - e) Retires.
- 8.13 Seniority will be the prime consideration but not **the** sole criteria for promotion to Captain.

## 9. PROBATION

- 9.01 New Flight Crew Members will be required to serve a probationary period of thirteen (13) months from the date of their first line flight as a Flight Crew Member. The Company reserves the sole right to dismiss any employee during his probationary period.
- 9.02 In the event a Flight Crew Member is not available for flying duty in excess of seven (7) consecutive calendar days during the probationary period, his probationary period may be extended by an equivalent number of days.
- 9.03 Flight Crew Members that are furloughed while on probation, then recalled for duty will be credited with their previous period of employment in fulfilling their probationary period, provided their furlough was **less** than thirteen (13) months.
- 9.04 No Flight Crew Member shall be required by the Company to serve more than one (1) probationary period.

## 10. CONTRACT FLIGHT **CREW** MEMBERS

10.01 The Company will endeavor to hire only full time pilots; however, in order to optimize its operational efficiency, it may engage contract Flight Crew Members subject to the following:

- a) The total number of contract Flight Crew Members may not exceed ten (10) percent of the full time Flight Crew Members, to a maximum of ten (10) contract Flight Crew Members;
- b) They will not be used when any full time Flight Crew Member is furloughed;
- c) They will be subject to the scheduling rules of this Agreement;
- d) They will not be paid less than first year Captain's hourly rate when flying as Pilot-in-Command;
- e) They will not be used as Captains when any full time First Officer meets the minimum qualification requirements for that position. In the event that this condition is violated, the most senior eligible First Officer shall receive bypass pay for the period that the contract Flight Crew Member is employed by the Company;
- f) Each Flight Crew Member must wear a Company uniform consistent with his status;
- g) Overtime will be assigned to full time Flight Crew Members who stated a willingness to work overtime on their monthly bid until their monthly block average exceeds ninety-two (92) hours; and
- h) Crew planning may schedule contract Flight Crew Members to maintain currency only when required.

## 11. NEW EQUIPMENT

- 11.01 The rates of pay specified in this Agreement apply to aircraft presently operated by the Company. In the event different equipment is to be introduced by the Company, the Company shall provide notice to the Association of its intention to introduce such new equipment sixty (60) days prior to the date upon which the new aircraft will enter service. Every attempt will be made to reach agreement between the Company and the Association on rates of pay and working conditions prior to the introduction of the new aircraft.
- 11.02 Meetings shall begin within fifteen (**15**) days after a request for a meeting has been made by either party, unless otherwise mutually agreed between the Company and the Association. In no event shall Flight Crew Member vacancy bulletins for such equipment be published before preliminary negotiations between the Company and the Association have begun.
- 11.03 In the event, after forty-five (**45**) days from the date of the notice that the Company and the Association cannot reach agreement on the appropriate rates of pay and working conditions, either party may submit the matter to binding arbitration in accordance with the procedure outlined in this Agreement.
- 11.04 It is understood that the terms of the preceding paragraphs will not prevent the Company from operating the aircraft on the anticipated date provided that it establishes temporary salary rates and working conditions, and grants full pay retroactively to the date the aircraft is first placed into service, as **soon as** the arbitration decision is known. No Flight Crew Member will be required to change his home base until an agreement is reached, or the arbitrator has handed down his decision.

## **12. DEDUCTION OF DUES**

- 12.01** The Company shall deduct Association dues from pay and wages due to all Flight Crew Members coming within the scope of this Agreement.
- 12.02** The amount of such dues to be deducted shall be equivalent to the regular dues required, as determined by the Association and so notified to the Company by the Association.
- 12.03** Only payroll deductions required by law, deductions of monies due or owing the Company, including previous overpayments, "floats" or RRSP deductions, shall be made from wages prior to the deduction of Association dues.
- 12.04** The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, will be remitted by the Company to the Association as may be mutually agreed by the Association and the Company not later than twenty-one (21) calendar days following the pay period in which the deductions were made.
- 12.05** The Company shall not be responsible financially or otherwise, either to the Association or to any Flight Crew Member for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error on a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.
- 12.06** In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this section of this Agreement, all parties shall cooperate fully in the defense of such action. All costs including council fees shall be borne by the Association. 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.

### 13. TRAVELLING EXPENSES AND ALLOWANCES

13.01 A Flight Crew Member when away from his home base on Company business, shall be allowed reasonable and necessary expenses for room, meals, transportation, and any additional expenses as governed by Company policy.

13.02 An allowance for expenses will be paid for layovers away from home base in excess of four (4) hours. The per diem rate will be calculated from departure (push or start time) at home base until arrival ("in" time) at home base.

13.03 Per Diem Rates:

	Inside Canada	Outside Canada
Jan/01-Apr/02	\$2.75 CDN/hr	\$3.50 CDN/hr
May/02 - Apr/03	\$3.00 CDN/hr	\$3.75 CDN/hr
May/03 - Apr/04	\$3.25 CDN/hr	\$4.00 CDN/hr
May/04 - Apr/05	\$3.50 CDN/hr	\$4.25 CDN/hr
May/05 - Apr/06	\$3.75 CDN/hr	\$4.50 CDN/hr

13.04 In addition to the expenses outlined in Article 13.03, the Company will provide hotel accommodation (single rooms) to all Flight Crew Members for all scheduled ground stop periods and/or unforeseen delays in excess of eight (8) hours. It shall be the responsibility of the Company to make the necessary reservations for the accommodations herein.

13.05 In the event that hotel accommodation is found to be unsuitable, the Company will arrange alternative accommodation as soon as possible.

13.06 When ground transportation away from home base is required, an allowance shall be provided to the Captain to pay a gratuity of **fifty** cents (\$0.50) (**US** funds outside of Canada) per crew member for each bus trip. These funds will be reimbursed to the pilot via a Company expense report.



- 13.07 The Company shall provide transportation for a Flight Crew Member when required as follows:
- a) To and from the airport and the hotel when the Flight Crew Member is away from his home base; and
  - b) **To** and from a training facility when the training facility is not at the Flight Crew Member's home base. **A** Flight Crew Member undergoing transition training away from his home base will have access to a rental car during the period of such training. The instructor and training candidates will share this vehicle.
- 13.08 The Company shall reimburse each Flight Crew Member for the costs of visas, passports, inoculations, and any airport or government charges incurred for travel on Company business.
- 13.09 For any duty period greater than four **(4)** hours, a meal will be provided. For any duty period greater than eight **(8)** hours, two meals will be provided. The Flight Crew Member will be paid twelve dollars (\$12.00) per meal not provided.
- 13.10 The Company will pay to each Flight Crew Member the expenses, allowances or reimbursement costs, **as** specified in this article, in the pay period following that in which the expenses were incurred or submitted.

25

15. **BENEFITS**

To be covered by LOU following a review of the Company-wide benefit committee report, but no later than 31 August 2001.

## 16. MEDICAL EXAMINATION

16.01 The medical standards required by the Company to be maintained for continued employment as a Flight Crew Member shall be no more restrictive than those required by Transport Canada at the time of any such examination and shall take into account any waiver policy adopted by said Ministry.

16.02 The Company will pay the cost of all license renewal medical examinations and Transport Canada License Validation certificate fees. Medical examinations subsequent to a Flight Crew Member's initial Company medical may be performed by a Transport Canada approved physician of the Flight Crew Member's choice. The Flight Crew Member will pay his examiner for services rendered and then submit an appropriately substantiated expense claim to the Company.

16.03 The Company may, at its own expense, require that a Flight Crew Member complete a medical examination with a Company approved Transport Canada physician, if the Company has reasonable grounds to believe that a Flight Crew Member's health or physical condition is impaired. If there is disagreement over the grounds, the Flight Crew Member shall submit to the examination and disclose the results in accordance with Article 16.05.

16.04 The medical reports resulting from the physical examination referred to in Article 16.03 are deemed to be confidential between the Flight Crew Member and the medical examiner. The only medical report that can be released from the doctor's office without the express consent of the Flight Crew Member is the copy to Transport Canada for license renewal.

16.05 Any Flight Crew Member hereunder who has failed to pass a Company medical examination may, at his option, have a review of his case in the following manner:

- a) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the Company's medical examiner.
- b) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the findings of the Company's medical examiner, no further medical review of the case shall be afforded.

- c) In the event that the findings of the medical examiner chosen by the employee shall disagree with the Company's medical examiner, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third and disinterested physician, preferably a specialist, for the purpose of making a further physical examination of the employee.
- d) The said disinterested physician shall make a further examination of the Flight Crew Member in question, and the case shall be settled on the basis of his findings.
- e) The expense of employing a disinterested physician shall be borne one-half (1/2) by the Flight Crew Member and one-half (1/2) by the Company. Copies of each physician's report shall be furnished to the Company and to the Flight Crew Member.
- f) It is specifically agreed that the findings of the medical examiners and physician referred to above shall be unbiased and no exchange of medical opinions or history shall be made either in writing or verbally until each has examined the Flight Crew Member concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.
- g) Any actions governed by this Article will be conducted in the absolute and strictest confidence subject to disclosure to essential Company and Association personnel on a "need to know" basis.

## 17. UNIFORMS

- 17.01 Initial uniform issue will be supplied by the Company. It includes one (1) tunic, three (3) pairs of pants, six (6) shirts, two (2) ties, wings, shoulder epaulets, one (1) overcoat and one (1) raincoat.
- 17.02 Uniforms will be replaced at Company expense every second (2<sup>nd</sup>) year consisting of, three (3) pairs of pants, and six (6) shirts. Ties, wings, shoulder epaulets, and raincoat will be replaced on an as required/exchange basis.
- 17.03 Overcoats and tunics will be replaced at Company expense every fourth (4<sup>th</sup>) year.
- 17.04 The Company will pay the cost of repair or replacement of any uniform or part thereof, which has been damaged, permanently soiled, or lost during the course of duties.
- 17.05 Each Flight Crew Member will receive a cleaning allowance of twenty dollars (\$20.00) dollars per month; this monthly allowance will increase by five dollars (\$5.00) for each of the next four years starting in May/02. Additionally, each Flight Crew Member will receive forty dollars (\$40.00) per month to cover miscellaneous equipment items; this monthly allowance will increase by five dollars (\$5.00) each year starting in May/02.
- 17.06 The Company will provide each Flight Crew Member with one (1) suitcase. Suitcases will be replaced at Company expense every five (5) years.
- 17.07 Uniforms will be worn and maintained in accordance with Company policy.
- 17.08 The Company will consult with the Association before making changes to the uniform.
- 17.09 The Company will pay Flight Crew Members whose baggage is lost while on duty up to five hundred dollars (\$500.00) of replacement value of such baggage and contents.
- 17.10 In the event a Flight Crew Member's suitcase is lost while on Company business, and the member requires the immediate replacement of clothing and toiletries necessary to complete the trip, the Company will reimburse the Flight Crew Member up to a reasonable amount for the actual expenses incurred on presentation of receipts. The reimbursement of such expenses shall not exceed five hundred dollars (\$500.00) and will be considered an advance payment by the Company, and is part of the total baggage and contents replacement value allowance provided for in Article 17.09 above.

## 18. VACATION

### 18.01 Definition

For the purposes of this Article, vacation will mean the total number of statutory holidays, combined with days of vacation, to which a Flight Crew Member is entitled.

### 18.02 Vacation Year

The vacation year shall commence May first (1<sup>st</sup>) in any year and terminate on April thirtieth (30<sup>th</sup>) of the following year. Vacation entitlement accrued in the current vacation year will be taken in the subsequent vacation year.

### 18.03 Vacation Carry Over

Vacations shall not be cumulative from year to year. Vacation entitlements shall be taken unless exceptional circumstances warrant otherwise and prior arrangements, confirmed in writing, are agreed to between the Flight Crew Member and Crew Planning. The Association will be notified in writing.

### 18.04 Statutory Holidays

In order to accumulate a Statutory Holiday, an employee must be available for work for fifteen (15) or more days during the thirty (30) day period immediately preceding said Statutory Holiday. After this period, Flight Crew shall accumulate Statutory Holidays at the rate of one (1) day for each month of their employment during which a Statutory Holiday falls. An employee who is absent from duty while on vacation, earned Statutory Holidays or sick leave (excluding Short-term or Long-term Disability) is considered to be "available for work" under the provisions of this clause. Flight Crew will not be eligible for Statutory Holidays that fall during the period that they are on a requested and approved leave of absence.

The nine (9) statutory holidays recognized and accredited by the Company are:

- New Years' Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

### 18.05 Vacation Entitlement

A Flight Crew Member's annual vacation entitlement is based on years of service with the Company and will be awarded as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than one year	0.83 days/month + accrued statutory holidays
1 year up to 3 years	10 days + 9 accrued statutory holidays
3 years up to 10 years	15 days + 9 accrued statutory holidays
10 years and over	20 days + 9 accrued statutory holidays

#### 18.06 Guaranteed Days Off (GDOs)

GDOs, as provided for in Article 33 of this Agreement, may be added before and/or after the vacation period as long as operational requirements ~~so~~ allow. Notwithstanding the foregoing, a Flight Crew Member must be awarded (upon request) two (2) of his GDOs immediately before or after each vacation block.

#### 18.07 Vacation Availability

Vacation availability will be determined by the Company, in consultation with the Association, based on operating requirements. The Company **will** endeavour to make as much time as possible available in the summer months.

#### 18.08 Vacation Bidding

Vacation bids will be awarded in order *of* seniority in accordance with the bidding procedures of this Article. Management Flight Crew Members as defined in Article 50.01 will not be included in this bidding procedure.

## 18.09 Bid Award Procedure

The Company will, by the thirty-first (31<sup>st</sup>) day of January in each year, distribute Vacation Bid Packages for the following vacation year. These packages will contain the following information:

- a) The vacation allocations for each week of the vacation year,
- b) The Flight Crew Member's name,
- c) The Flight Crew Member's seniority number, and
- d) The number of days of vacation to which the Flight Crew Member is entitled.

The Flight Crew Member will, by the fifteenth (15<sup>th</sup>) day of February, complete his first vacation bid. In the first bid, the Flight Crew Member will bid within his entitlement for up to two (2) weeks vacation. Vacation will be bid in no less than one (1) week blocks. Less than a one (1) week entitlement will be bid on the second vacation bid.

The Company will, by the first (1<sup>st</sup>) day of March, publish the first vacation bid awards.

The Flight Crew Member will, by the fifteenth (15<sup>th</sup>) day of March, complete his second vacation bid. In the second bid, the Flight Crew Member will bid his remaining entitlement. Entitlement that falls short of a one (1) week block may be bid.

The Company will, by the twentieth (20<sup>th</sup>) day of March, publish the final vacation bid awards.

Each Flight Crew Member will submit bids with a sufficient number of choices of vacation periods.

Once the vacation awards are published, a Flight Crew Member cannot displace another Flight Crew Member from his vacation.

No vacation entitlement will commence with less than fifteen (15) days notice without the consent of the Flight Crew Member. Bidding is considered as consent.



## 18.10 Vacation Changes

- a) The Company will endeavour to give at least thirty (30) days notice of any change in a Flight Crew Member's awarded vacation. Such changes shall be by mutual consent where required to maintain operations provided that the replacement vacation time will recognize the personal preferences of the Flight Crew Member.
- b) Where the vacation is cancelled or rescheduled by the Company after being awarded, the Company will reimburse the Flight Crew Member for his non-refundable vacation costs forfeited **as** a result of such cancellation or rescheduling.
- c) Flight Crew Members holding the same assignment may mutually exchange vacation prior to the monthly bid deadline for the effective month subject to the agreement of Flight Operations, which shall not be unreasonably withheld.
- d) In the event that the Company determines that additional vacation periods of no less than one (1) week are available during the vacation year, a Flight Crew Member may indicate his desire to change his vacation award. A Flight Crew Member may express such vacation reassignment preference by submitting a Vacation Reassignment Bid at any time after the initial awards. Known available vacation periods shall be awarded in accordance with seniority.
- e) If a Flight Crew Member's vacation coincides with a period when he is receiving disability benefits, his vacation period may be deferred as follows:
  - i) During another vacation period mutually acceptable to the Flight Crew Member and the Company; or
  - ii) By exchanging it with that of another Flight Crew Member in the same assignment.
- f) If, during the vacation period, the Flight Crew Member suffers from a disability requiring unscheduled hospitalization of two (2) days or more, he may contact the Company to request deferral of the remainder of his vacation period.

## 19. LEAVES OF ABSENCE

- 19.01 Leaves of absence may be granted by the Company based on Company requirements and the merits of the personal request.
- 19.02 All such requests for a leave of absence must be presented in writing to the Chief Pilot for consideration. Each request will be considered on its merits and granting or denial will be based on such factors as management deems appropriate, after which, all other things being equal, seniority will be the deciding factor. In either instance, the individual so requesting shall receive a written response.
- 19.03 A Flight Crew Member granted a leave of absence of sixty (60) days or less, shall retain and accrue seniority for the period of such leave. A Flight Crew Member granted a leave of absence for more than sixty (60) days shall retain and accrue seniority except for pay, vacation and sick leave purposes.
- 19.04 A Flight Crew Member on a leave of absence will file his address with the Director of Flight Operations and will promptly advise that office of any change of address.
- 19.05 A Flight Crew Member on a leave of absence is eligible to maintain all or any group benefits at his expense, subject to the terms of such benefit plans.
- 19.06 A Flight Crew Member on a leave of absence shall be granted an early return upon request.
- 19.07 In the event of a national emergency, a Flight Crew Member volunteering with the Company's consent, or ordered to extended military service, shall retain his seniority in accordance with Article 8.01.
- 19.08 In case of sickness or injury, a Flight Crew Member shall be granted a leave of absence until such time as he is able to return to flight duty; except that in no case shall a leave of absence for sickness or injury exceed a total continuous period of three (3) years unless extended by mutual agreement between the Company and the Association.
- 19.09 A Flight Crew Member returning from a leave of absence shall, consistent with his seniority, be permitted to return to duty, in accordance with his seniority, subject to re-qualifying on his previous or new equipment. In the event such Flight Crew Member's seniority does not permit him to hold his previous position, he shall be deemed to have been furloughed and will be permitted to exercise his seniority pursuant to Article 21 – REDUCTION IN FORCE, FURLOUGH, AND RECALL. In the event he is unable to hold a position, he shall be furloughed without notice.

## 20. FILLING OF ASSIGNMENTS

### Management and Supervisory

- 20.01 Vacant management and supervisory positions will be posted. The notice will be posted for at least seven (7) days and will contain the following information:
- a) Position(s) available;
  - b) Minimum qualification requirements;
  - c) Commencement date of the duties;
  - d) Closing date of the notice; and
  - e) Date the position(s) will be awarded.
- 20.02 Following the closing date of the notice, all applicants that hold the minimum qualification requirements will be interviewed. The Chief Pilot, or his designate, will advise all Flight Crew Members, crew planning and/or crew scheduling of the interview schedule.
- 20.03 The name(s) of the candidate(s) selected to fill the vacant position(s) will be posted.
- 20.04 Copies of both the vacancy and award notices will be sent to the Association.

### Flight Crew

- 20.05 Vacant Flight Crew assignments will be open for bid. The notice will be posted for at least seven (7) days and will contain the following information:
- a) Vacancies available;
  - b) Minimum qualification requirements;
  - c) Anticipated date of training;
  - d) Closing date of the notice; and
  - e) Date the bid(s) will be awarded.
- 20.06 All assignments will be awarded, subject to qualifications, in order of seniority number to Flight Crew Members who have submitted bids. Notification of awards will be promulgated no later than two (2) weeks after the closing date for bid submissions and in any case no less than one (1) week **prior** to commencement of training.

- 20.07 Once positions have been awarded, the Company will endeavour to train in order of seniority. The required training program will be at the discretion of Flight Operations. Where the Company schedules a junior Flight Crew Member's training prior to a more senior Flight Crew Member, the senior Flight Crew Member(s) to be trained will receive any increase in pay no later than 30 days after the junior Flight Crew Member, and will receive the same anniversary date for subsequent annual incremental increases. This Article does not apply to a Flight Crew Member who requires training beyond the Company approved syllabus.
- 20.08 In the event a Flight Crew Member is considered by the Company not to be sufficiently qualified for the assignment for which he has bid, the Company will immediately inform the Flight Crew Member and the Association, in writing, stating the reasons therefore.
- 20.09 Should a Flight Crew Member be passed over because of inadequate qualifications and at a later date become qualified, he will be required to wait for a suitable vacancy before being permitted to bid up to a senior status.
- 20.10 When a First Officer, who is qualified on the A330 only, receives upgrade training, A320 Captains with a lower (more senior) seniority number will be allowed to bid for CCQ training on to the A330. This will be done on a one-for-one basis in multiples of two.
- 20.11 Copies of both the vacancy and award notices will be sent to the Association.

## **21. REDUCTION IN FORCE, FURLOUGH, AND RECALL**

- 21.01** When there is a downgrading from Captain to First Officer status, such downgrading will be in reverse order of seniority.
- 21.02** When there is a furloughing of Pilots from First or Second Officer status, or Flight Engineers, such furloughing will be in reverse order of seniority.
- 21.03** The Company shall provide at least two **(2)** weeks written notice to a Flight Crew Member prior to his being furloughed, or two (2) weeks pay in lieu of such notice.
- 21.04** A copy of all furlough notices will be sent to the Association.
- 21.05** A Flight Crew Member will retain flight crew seniority and will not accrue time in service for pay and vacation purposes. Vacation and statutory holidays earned but not yet received will be paid out in accordance with the Canada Labour Code.
- 21.06** A Flight Crew Member who is furloughed but wishes to return to service with the Company will file his address with the Director of Flight Operations and the Association and will promptly advise both of any change in address.
- 21.07** Reinstatement of Captain status and/or recall to Captain Status will be in order of seniority
- 21.08** Pilots will be recalled in order of seniority.
- 21.09** A recall notice is to be in writing and will contain a reporting date. Flight Crew Members who are recalled must return to service with the Company within thirty (30) calendar days of receiving notification by courier at the last address filed with the Director of Flight Operations. A longer period may be arranged if it is mutually agreed between the Company and the Flight Crew Member.
- 21.10** When notified of a vacant permanent position, a Flight Crew Member must advise the Company of his intentions within seven (7) days from the date of the receipt of the Company notice, failing which his name will be removed from the Seniority List, and he shall be deemed to have resigned from the Company without notice.
- 21.11** Should a Flight Crew Member elect not to return to service after two **(2)** recall notices and provided all junior furloughed Flight Crew Members have returned to service he will be deemed to have resigned without notice and his name shall be removed from the Seniority List.
- 21.12** Copies of all recall notices will be sent to the Association. The Company and the Association will make their best efforts to bring to the attention of such Flight Crew Member the particulars of such recall notice.

## 22. MISSING, HI-JACKING, HOSTAGE & INTERNMENT BENEFITS

- 22.01 No Flight Crew Member will be forced by the Company to operate into any area that is otherwise not covered under the Company's aircraft fleet insurance policy. The Association shall have the right to refuse operations into these areas on behalf of its Flight Crew Members.
- 22.02 Any Flight Crew Member who, while on assignment or engaged in the course of his duties for the Company, becomes missing or his whereabouts becomes unknown or who is reported interned, captured or held as a prisoner or hostage, or is missing under circumstances which would indicate being interned, captured or held prisoner or hostage, shall be paid his appropriate salary during such absence.
- 22.03 The monthly compensation payable under Article 22.02 shall be placed by the Company in an interest bearing trust account if no beneficiary has been designated by the Flight Crew Member or shall be disbursed by the Company in accordance with the written directions from the Flight Crew Member in the form letter prescribed in Article 22.07.
- 22.04 Any amount paid to a beneficiary in accordance with the above provisions, even though such payment was made after the death of an employee, will not be required to be returned by such beneficiary or by the estate of the employee provided that the Company is satisfied it has been promptly furnished by such beneficiary with any evidence indicating the death of such employee.
- 22.05 Where a Flight Crew Member under Article 22.02 is missing under circumstances that would indicate being interned but there has been no confirmation, then the payment under this section shall be limited to fifty-two (52) regular pay periods.
- 22.06 A Flight Crew Member shall maintain and continue to accrue seniority and benefits during the period in which they are missing, interned, a hostage or prisoner of war.

22.07 Form Letter

TO: Skyservice Airlines Inc.

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

You are hereby directed to pay all monthly compensation allowable to me, from Skyservice Airlines Inc. under the terms of "Missing, Hijacking, Internment, Hostage or Prisoner of War" Article of our Agreement to those designated as follows:

\_\_\_\_\_ percent of such compensation to:

---

(Name and address)

as long as living and thereafter to: (name and address)

---

(Name and address)

as long as living.

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

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

I agree to indemnify and hold the Company harmless from any claims made relating to payments made by the Company pursuant to this direction and further. I hereby release the Company from any further claims to compensation paid by it on my behalf under this direction.

**SIGNATURE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

## 23. RETIREMENT

- 23.01 A Flight Crew Member who has reached age sixty (60) may elect to retire upon giving three (3) months advance written notice and shall be entitled to retiree staff travel privileges provided the Flight Crew Member has not received aircraft transition training within the preceding thirty-six (36) months.
- 23.02 A Flight Crew Member who has not reached age **sixty** (60) may elect to retire upon giving three (3) months advance written notice. He shall be entitled to retiree staff travel privileges if his age and years of service (minimum of five **(5)** years) with the company equal sixty-five (65).
- 23.03 If the Company requires an individual Flight Crew Member's expertise for the introduction of a new operation and/or aircraft type, the conditions of Articles 23.01 and 23.02 would be waived.
- 23.04 A Flight Crew Member who has reached age sixty (60) may be restricted to his present aircraft type. Transition training will be given only if necessary to ensure the Flight Crew Member's continued employment with the Company.



## 24. GRIEVANCE PROCEDURES

24.01 It is the expressed desire of the parties hereto that any complaint of a Flight Crew Member, the Association, or the Company shall be resolved as quickly as possible. If a Flight Crew Member has a formal complaint, he may discuss the matter with the Chief Pilot and at this time he may be accompanied by an Association Representative if he **so** elects, or the Association Representative may take the matter up on his behalf. If any such complaint is not settled to the satisfaction of the parties within ten (10) calendar days, the following steps of the Grievance Procedure may be invoked:

Step One: The Flight Crew Member shall present the grievance in writing within thirty (30) calendar days **of** the occurrence giving rise to the grievance, to the Chief Pilot who shall give his decision in writing within ten (10) calendar days;

Step Two: If no settlement is reached in Step One, the Association Representative and grievor, if required, and a representative of management will meet to discuss the grievance. **If** the grievance is not then settled within ten (10) calendar days, then at the request of either party to this Agreement, the grievance may be referred to arbitration within thirty (30) calendar days.

24.02 The Association may file a policy grievance at Step **Two of** the Grievance Procedure. An Association policy grievance is defined as an alleged violation **of** this Agreement concerning all or a substantial number of the Flight Crew Members in the bargaining unit.

24.03 Any grievance instituted by management may be referred in writing to an Association Representative within ten (10) full calendar days of the occurrence of the circumstances giving rise to the grievance, and the Association Representative shall meet within ten (10) calendar days thereafter with management to consider the grievance. If final settlement **of** the grievance is not completed within ten (10) calendar days of such meeting, the grievance may be referred, by either party, to a sole arbitrator as provided in Article 25 at any time within thirty (30) calendar days thereafter, but not later.

24.04 At any hearing held throughout these procedures, the grievor shall have the right to be represented by the Association.

24.05 The grievor and the Company shall be given every opportunity to present evidence, either **oral or** documentary, make representations, and call witnesses.

- 24.06 Throughout these procedures, the grievor may, together with his representative(s), review any information contained in his personal file(s) or any document that the Company may introduce at any step of the grievance procedure. **On** request, the Company shall provide the grievor and the Association with ~~two~~ (2) copies each of all such documents.
- 24.07 At any hearing held throughout the grievance procedure, all witnesses and representatives who are employees of the Company shall be given time off and transportation so as to attend the hearing.
- 24.08 A Flight Crew Member will not be sanctioned for having filed a grievance.
- 24.09 If, as a result of any hearing or grievance as provided herein, the decision is to exonerate the Flight Crew Member, the personal record of the Flight Crew Member shall be cleared of the charges and all reference thereto shall be removed from all files.

## 25. ARBITRATION

- 25.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Articles 24.01 through 24.02 above, and which has not been settled, may be referred to arbitration at the written request of either of the parties hereto.
- 25.02 Sole arbitrators will be used on a rotating basis. The sole arbitrators to be used during the term of this Agreement are: Maureen Saltman, J.F.W. Weatherill, John P. Brunner, and Michel Picher.
- 25.03 The decision of the sole arbitrator constituted in the above manner shall be binding on both parties.
- 25.04 The sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 25.05 Each of the parties to this Agreement will bear one half of the expenses and fees of the sole arbitrator.
- 25.06 No person may be appointed as sole arbitrator who is involved in an attempt to negotiate or settle a grievance.
- 25.07 If there should be an accumulation of grievances to be referred to arbitration then one sole arbitrator may be constituted to deal with all such grievances provided the parties specifically agree to such procedure in writing.
- 25.08 All time limits in Articles 24, 25, and 26, may be extended by mutual consent of the parties set out in writing.

## 26. DISCHARGE AND DISCIPLINARY PROCEDURE

26.01 A claim by a Flight Crew Member who has completed his probationary period that he has been discharged, suspended, or disciplined without just cause shall be treated as a grievance if a written statement of such grievance is filed at Step Two of the Grievance Procedure within ten (10) calendar days after the Flight Crew Member ceases working for the Company, or has been suspended, **or** has been disciplined. Such special grievances may be settled by:

- a) Confirming the management's action in dismissing, suspending, **or** disciplining the Flight Crew Member, **or**
- b) Reinstating the Flight Crew Member with full compensation for time lost, **or**
- (c) Any other arrangement that is just and equitable in the opinion of the conferring parties or a sole arbitrator, except **loss of** seniority.

26.02 It is agreed that whenever a Flight Crew Member is to be called to a meeting with management for any discussions that may result in any form of discipline, the Flight Crew Member shall be informed of the nature of the intended discussion and his right to have an Association Representative present during the proposed discussion. If this mandatory procedure **is** not followed, any form of discipline resulting from the discussion is null and void.

26.03 If a Flight Crew Member has no disciplinary notations for twelve (12) months, then disciplinary notations will be removed from the Flight Crew Member's file. Flight Crew Members shall be entitled to review the disciplinary notations on their file upon ten (10) calendar days notice being given to the Company.

## 27. EXPEDITED PROCEEDINGS

27.01 Notwithstanding the provisions of Articles 24 and 25 set out above, the parties agree that any complaints, issues, questions, or grievances, relating to:

- a) Flight Crew Member scheduling rules and issues;
- b) Application and interpretation of pairings and blocks and their preparation and assignment;
- c) Deadheading/Positioning issues;
- d) Start and finish time issues;
- e) Guaranteed day off (GDO) and grey day issues;
- f) Issues relating to being assigned and reassigned to and from blocks;
- g) Application of duty periods and trip hours; and
- h) Any other issues mutually agreed to by the parties in writing,

may be dealt with in accordance with the provisions of this Article.

27.02 For the purposes of this Article, any such complaints, issues, questions, or grievances are hereafter referred to as the "issue" or "issues".

27.03 If the Association or the Company has an issue as set out in Article 27.01 above, such issue may be dealt with as follows, at the request of either the Company or the Association.

27.04 The issue is to be reduced to writing and given by the Association to the Company, or the Company to the Association for consideration and resolution. Once so given by one party to the other party, the other party must give a decision in writing within ten (10) calendar days.

27.05 If no decision is given pursuant to Article 27.04, or any unsatisfactory decision is given pursuant to Article 27.04 within the applicable time limit, either party may submit the issue to be dealt with by way of an expedited proceeding as hereafter set out.

27.06 Expedited proceedings shall be heard by one of the following persons (the Arbitrator) who shall in every instance be selected by the parties drawing one of the four named Arbitrators on a random basis.

- 1. Appointed by Company
- 2. Appointed by Company
- 3. Bob MacWilliam
- 4. Dave Rohrer

- 27.07 The written issue is to be submitted to the Arbitrator, as selected pursuant to Article 27.06. The Arbitrator shall arrange for a hearing to consider the issue within five (5) calendar days of receiving the issue, or such other time as may be agreed to in writing between the Company and the Association. The Arbitrator shall determine the time and place of hearing, after consulting the parties.
- 27.08 The parties shall attempt to agree on the facts relating to the issue, and make every reasonable effort to minimize the use of witnesses in such proceedings. The parties agree not to use lawyers to represent them in such proceedings. Such proceedings shall be conducted in the most informal and expeditious manner possible.
- 27.09 The Arbitrator hearing the issue shall base his/her decision upon a consideration of:
- a) The Agreement between the parties;
  - b) Applicable policies of the Company;
  - c) Existing practices relating to the issue;
  - d) Submissions of the parties; and
  - e) Any agreed to facts relating to the issue.
- 27.10 The Arbitrator hearing the issue shall, whenever possible, deliver a decision orally at the conclusion of the proceedings, or, give a brief written decision within ten (10) calendar days of the conclusion of the proceedings.
- 27.11 The fees and expenses of the Arbitrator shall be split equally between the parties.
- 27.12 The decision of the Arbitrator shall be final and binding on the parties and shall not be appealed, judicially reviewed, or pursued further pursuant to the provisions of Articles 24 and/or 25.

**NORMAL OPERATIONS**

**&**

**SCHEDULING**



## 32. CREDITS

### 32.01 Flight Credits

A Flight Crew Member shall receive credit equal to the greater of the following:

- a) The actual flight time, **OR**
- b) The minimum duty period guarantee of four **(4)** hours, **OR**
- c) One-half ( $\frac{1}{2}$ ) of the actual duty period, **OR**
- d) A trip hour guarantee of one (1) hour **for** each six (6) hours of time away from base.

### 32.02 Training Credits

Flight Crew Members involved with training that is not part of a pairing will be credited as follows:

- a) Flight - the actual flight time for a training flight.
- b) Simulator/FTD - time will be credited at the rate of one-for-one for time actually spent in the simulator. Simulator instructors and check pilots will receive an additional two **(2)** hours of credit for briefing and debriefing for each simulator/FTD session conducted.
- c) Ground - three **(3)** hours credit for each day of ground school training for the period from Jan/01 to Apr/03, and four **(4)** hours credit per day thereafter. A ground **school** instructor will be credited with five **(5)** hours per day of training for the period from Jan/01 to Apr/03, and six **(6)** hours credit per day thereafter.



### 32.03 Deadheading/ Positioning Credits

For any duty period consisting of deadheading or positioning, a Flight Crew Member shall receive credits equal to the greater of the following:

- a) Deadheading or positioning following flight duty: one-half ( $\frac{1}{2}$ ) of the flight time from scheduled (or actual) departure to scheduled (or actual) arrival at final destination or one-half ( $\frac{1}{2}$ ) of the duty period, whichever is greater.
- b) Deadheading or positioning only duty periods shall be credited with one-half ( $\frac{1}{2}$ ) the time from scheduled or actual departure to scheduled or actual arrival at final destination.

NOTE 1: When positioning is longer than scheduled, the times shall be annotated on the Positioning Report.

NOTE 2: Credits will not be granted for total ground transportation of sixty (60) minutes or less.

### 32.04 Reserve Duty Credit

A Flight Crew Member shall receive three (3) hours credit for each period of reserve duty.

### 32.05 Vacation Credits

A Flight Crew Member shall receive four (4) hours credit per day of vacation.

### 32.07 Duty Change/Cancellation Credit and Reassignments

A reassignment will not extend beyond the original assigned or planned absence and any succeeding grey days.

A Flight Crew Member who is reassignable as in Article 3.36 shall contact Crew Scheduling between 1800L and 2200L the night before each reassignable day. The Flight Crew Member will be reassigned or released from duty. If he is reassigned, he will receive the flight time credit for the originally scheduled flight or the reassigned flight, whichever is greater. If he is released from duty, he shall receive no credit for the duty that was scheduled and will be considered to be on a grey day.

If the duty is changed after the Flight Crew Member reports for the duty at the assigned time, he shall receive credit for the greater of, the duty completed, or the duty originally scheduled, or, in the case of cancelled flight duty, the minimum duty period guarantee as per Article 32.01 (c).

### 32.08 Extended Charter Operations/Wet Lease

The Flight Crew Member shall receive credits **and** per diem allowance according to this Agreement except for specific agreements between the Company and the Association.

### 32.09 Displacement Credits

A Flight Crew Member' shall receive the Flight Time Credits provided in Article 32.01 (a) if displaced from a flight or flights in his block by Management/Supervisory/Transport Canada flying or Training. He shall receive no other credit for such day displaced unless reassigned to other flight duty that entitles him to greater credit than the displaced flight(s).

Displacement will not be used to prevent an overtime situation.

### 32.10 Meeting Credit

A Flight Crew Member shall receive three **(3)** credit hours for each day of meetings that are requested by the Company including each separate day of travel to and from such a meeting, provided no other credit is given for such a day. Starting in May/03 this shall increase to four **(4)** credit hours per day.

### 32.11 Month of Credit

When a sector starts in one month and ends in another (UTC), it shall be credited to the month in which it started. A sector is from departure to arrival of a flight or ground transport.

### 33. GUARANTEED DAYS OFF (GDO'S)

33.01 A Flight Crew Member will be entitled to receive a minimum of eleven (11) GDOs in each month, at his assigned or home base. A Flight Crew Member will not be assigned any stand alone GDOs.

33.02 Every effort will be made to ensure that GDOs are not disrupted; however, Flight Crew Members may be drafted on a GDO as a last resort.

33.03 GDOs will be bid for and awarded by seniority during the normal monthly bidding procedure,

#### 33.04 Open Flying Book

a) An Open Flying Book will be maintained by Crew Scheduling for any Flight Crew Member expressing their willingness to accept a GDO draft for pay and credit purposes under Article 33.05.

b) To Open Fly, advise Crew Scheduling on the date(s) you have GDOs and you wish to fly. Least block disruption within the award will be taken into consideration.

c) The following criteria must be met in order to be awarded an open flight:

i) Guaranteed days off (GDOs) will be forfeited and not replaced; and

ii) The pilot must be legal in all aspects - crew rest, hard hours, etc.

#### 33.05 Compensation for GDO/Vacation Duty

a) If drafted by the Company on a GDO or scheduled vacation, a Flight Crew Member will receive overtime pay at one hundred and fifty percent (150%) of his hourly rate for all credits earned during the drafted duty period. Such GDO or scheduled vacation shall not be replaced.

b) A Flight Crew Member whose previous **duty** day extends into a GDO shall be paid, in addition to his salary, those credits provided in Article 32.01 earned on that portion of the flight or pairing which occurs on the GDO and such GDO shall not be replaced.

c) If a Flight Crew Member is drafted for a pairing which includes a GDO/Vacation and he thereby becomes illegal for a subsequent pairing (the "displaced pairing"), he shall receive overtime **pay** for the credit earned on the GDO/Vacation, plus **credit for** the difference between the GDO/Vacation and the displaced pairing credits.

**Example 1:**

A Flight Crew Member is drafted on a GDO for a pairing which accrues five (5) credit hours – he receives pay at overtime rates for those five hours under Article 33.05 (a).

If **as** a result of this GDO draft he becomes "illegal" for a subsequent pairing worth eleven (11) hours, he would receive overtime pay for the five (5) hours actually flown, and six (6) hours credit towards his monthly total under Article 33.05 (c).

**If** the reverse occurred, and the Flight Crew Member was drafted on a GDO for a pairing worth eleven (11) hours and became "illegal" for a subsequent five (5) hour pairing, he would receive eleven (11) hours overtime pay under Article 33.05 (a) and no credit towards his monthly total.

- d) If he is reassigned during the displaced pairing, he will receive overtime pay for the credit earned during the GDO/vacation assignment, plus credits equal to the greater of:
  - i) Those earned during the reassignment, or
  - ii) The difference between the GDO/vacation assignment and the displaced pairing.

**Example 2:**

A Flight Crew Member is drafted on a GDO for a pairing which accrues five (5) hours becomes "illegal" for his next day's pairing which would have been worth eleven (11) credit hours. In this case, he **is** entitled to five (5) hours overtime pay under Article 33.05 (a) and a minimum of six (6) credit hours calculated as follows:

**If**, during the "illegal" pairing period, he is not reassigned **or is** reassigned to a pairing worth six (6) credit hours or less, he will be credited with six (6) hours under Article 33.05 (d)(ii).

If he is reassigned to a pairing that is greater than six (6) credit hours, he will receive credit **for** the hours flown on the new pairing under Article (33.05(d)(i).

- e) Credits accumulated and paid during a GDO will not be included in the monthly total.

33.06 A GDO will be shown as an "X" on the blocks.

## **34. RESERVE**

**34.01** The two reserve periods are:

a) Reserve 1: 0300 - 1700

b) Reserve 2: 1200 - 0200

**34.02** When a Flight Crew Member is on reserve, he is required to be available at a designated telephone number to receive flight duty assignments and to report for flight duty not later than two (2) hours after the assignment is received.

**34.03** A day of reserve only is not a flight duty period. Reserve duty does not constitute flight duty under time free from duty.

**34.04** When a Flight Crew Member is called to work while on reserve, the duty period should begin within the assigned reserve period. If the duty period does not begin within two (2) hours following the assigned reserve period, the Flight Crew Member will receive credit for the reserve period completed, as well as the flight time credits for the flight duty assignment.

## 35. ASSIGNMENT OF ADDITIONAL DUTY

35.01 Flight Crew Members may be assigned to additional duty not scheduled on their blocks. Additional flying duty, including related deadheading shall be assigned amongst Flight Crew Members in the same assignment in the following sequence:

- a) Reassignable.
- b) On scheduled reserve.
- c) On a grey day, where contact will be attempted in order of seniority from amongst those who are registered in the open flying book, who have the least amount of projected credit hours in the month, and whose blocks would be least disrupted.
- d) On a grey day in reverse order of seniority.
- e) On a GDO, and who are registered in the open flying book, in order of seniority from amongst those who have less than eighty-five (85) projected credit hours in the month and whose blocks would be least disrupted.
- f) **A Contract Flight Crew Member.**
- g) On a GDO, and who are NOT registered in the open flying book, in reverse order of seniority from amongst those who have ~~less~~ than eighty-five (85) projected credit hours in the month and whose blocks would be least disrupted.

35.02 Each Flight Crew Member accepting a grey day assignment will receive an additional GDO on a date mutually agreeable between Crew Scheduling and the Flight Crew Member within forty-five (45) days of the grey day assignment.

35.03 The Company reserves the right to assign any non-scheduled flight to a management Flight Crew Member without regard to the above sequence, and such flying shall be deemed to be "additional flying" under Article 50.07 (d) of this Agreement.

35.04 A grey day will be shown as "I" on the blocks.

36. **DEADHEADING / POSITIONING**

- 36.01 **A** Flight Crew Member shall not be planned to deadhead in the flight deck; however, they may be required to do so in unusual circumstances. Where there are repeated requirements for deadheading on the flight deck, the parties will discuss it with a view to minimizing such future requirements.
- 36.02 **A** Flight Crew Member deadheading in the passenger cabin will not be restricted to non-reclining seats.
- 36.03 **A** Flight Crew Member deadheading in the passenger cabin will be assigned Premier or Business Class seating when available.
- 36.04 If positioning on another carrier, a Flight Crew Member may travel economy on flights of less than six (6) hours. Otherwise, business class will be used. **A** Flight Crew Member may accept less than business class **for** expediency, at his discretion.
- 36.05 If positioning on a charter carrier that permits pre-booking of seats, specific seats offering the most comfort will be pre-booked.

5

# **SPECIALTY OPERATIONS**

56



## 41. DEPLOYED OPERATIONS

### 41.01 Terms and Conditions

A Letter-of-Understanding (LOU) delineating terms and conditions for each individual deployed operation will be promulgated by the Company and the Association. Each LOU will, as a minimum, detail the specifics of the following items:

- a) Positioning / De-positioning;
- b) Family Travel;
- c) Time Off;
- d) GDOs;
- e) Transportation;
- f) Accommodation;
- g) Scheduling;
- h) Per Diem; and
- i) Recreation.

### 41.02 Family/Companion Travel

On all Deployed Operations, a Flight Crew Member's family/companion may travel for a visit based on travel arrangements made by the Company. Advance notice is required, and once arrangements are confirmed and a financial commitment made, changes by the individual(s) travelling will not be permitted.

The entitlement to such travel requires that the pilot be away from home for six (6) continuous weeks or a total of eight (**8**) weeks on the deployed operations. Thereafter, entitlement for spousal/companion travel at company expense will be every eight (**8**) weeks of deployed operations duty.

For the purpose of family/companion travel, "companion" shall be as defined in Skyservice travel benefits.

## 42. BOEING 727 OPERATIONS

- 42.01 Basic rates of pay (yearly and hourly) shall be determined by the Flight Crew Member's status and years of service in accordance with Appendix B.
- 42.02 Full time B727 Flight Crew Members will be assigned seniority numbers on the appropriate seniority list (Pilot or Flight Engineer) in accordance with their date of hire into the Company.
- 42.03 Effective 01 January 2001, pilots will be frozen on type for a maximum of three (3) years, following which they may bid to different equipment in accordance with Article 20.
- 42.04 When a B727 Flight Crew Member is awarded a new assignment, he will retain his current salary until it is exceeded by the rate associated with **his** new assignment.
- 42.05 B727 Flight Crew Members are entitled to three (3) **GDOs** in a block month and will be shown on the blocks as "X3". The Flight Crew Member is entitled to an additional eight (**8**) **GDOs** in a block month and will be shown on the blocks as an "X".

A Flight Crew Member who is drafted on an "X3" GDO will be paid overtime for credits accumulated on the **GDO**.

A Flight Crew Member who is drafted on an "X" **GDO** will be paid overtime for a Roots Air flight. If drafted for a Sporthawk flight, the **GDO(s)** will be replaced on a date mutually agreeable between Crew Scheduling and the Flight Crew Member within forty five (45) days of the **GDO** assignment, and the Flight Crew Member will not be paid overtime. Also, Article 35.02 does not apply to Flight Crew Member's who are drafted for a Sporthawk pairing.

**TECHNICAL**

## 45. DATA RECORDERS

45.01 Any data or other information obtained from Data Recorders will not be used:

- a) By the Company to monitor Flight Crew Member judgement, ability, performance or technique in operating any aircraft subject to agreement reached under Article 45.08.
- b) By any party in any administrative, disciplinary, or discharge action proceedings of any kind against any Flight Crew Member, or for the development of information leading to such proceedings except in an accident or incident investigation.
- c) By any party in an incident or accident investigation as a means of seeking out information for use in any disciplinary, suspension, discharge, or termination action taken by the Company. However, data from such data recorders may be used to substantiate information obtained from other sources.

45.02 Video and audio recording may be utilized for training and checking purposes but will not be retained at the completion of the session and will be given to the Flight Crew Member(s) for erasure.

45.03 In the event of an incident or accident investigation, any data or other information from any Data Recorder shall be made available to the Company, accredited Association representatives, and the Flight Crew Member(s) or their estate(s).

45.04 All parties shall use their best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.

45.05 No Data Recorders will record specific Flight Crew Member identification designators.

45.06 The removal of any Data Recorder (other than a completely erased cockpit voice recorder) for the purpose of data retrieval must be brought to the attention of the Association prior to the investigation of the incident or accident that caused the Data Recorder to be removed. No playback or other examination of any data or information will be undertaken by the Company or its representatives without the attendance or express prior approval of the Association and/or the Flight Crew Member(s) unless such attendance or approval results in a prejudicial delay.

45.07 In addition to the other restrictions of this Article, the use of any Cockpit Voice Recorders will be subject to the following:

- a) The Captain shall always retain the right to carry *out* a complete erasure at the end of any incident-free or accident-free flight, subject to regulatory requirements.
- b) Prior to removal **for** maintenance purposes, a complete erasure is carried out by the maintenance personnel involved.

45.08 Provisions of this Article **will** not prohibit trend monitoring through a FOQA Monitoring Team. The terms of reference of this team will **be** subject to a comprehensive agreement on FOQA. Such agreement may be in the form of a future Letter(s) of Understanding.

## 46. ACCIDENTS OR INCIDENTS

46.01 Where a Flight Crew Member is involved in an accident or incident as defined by Transport Canada related to the operation of an aircraft while on duty, he may be held out of service with pay pending the outcome of any investigations into the accident or incident undertaken by the Company or any other governmental agency. In any case, the Association will be notified as soon as possible.

46.02 In order to hold a Flight Crew Member out of service, the Flight Crew Member must be so notified by the Director of Flight Operations or other management personnel that he may designate. In addition, within seven (7) days subsequent to such accident or incident, notification must be provided to the Flight Crew Member in writing along with the reasons thereof. A copy of the notice will be forwarded to the Association upon the Flight Crew Member's request.

46.03 In cases involving aircraft accident, a Flight Crew Member will not be required to commit himself orally or in writing to officials of the Company for twenty-four (24) hours following the accident unless the following conditions have been met:

- a) He has the opportunity to consult with the Association and/or his Legal Counsel, and
- b) He shall make himself available for and has been afforded the opportunity of a medical examination by a medical examiner approved by the Association and the Company.

46.04 In cases involving aircraft incidents, a Flight Crew Member who is held out of service under the terms of Article 46.01 above, will not be required to commit themselves orally or in writing to officials of the Company for twenty-four (24) hours following the incident unless they have the opportunity to consult with the Association and/or his Legal Counsel.

Where the investigation is undertaken by the Company:

- a) Every attempt will be made to issue a final report within three (3) months;
- b) Both the Flight Crew Member involved and the Association will be given the opportunity to participate in the Company investigation, and will be provided with a copy of any interim or final reports; and

c) The Flight Crew Member involved and/or his designated **representative(s)** may, upon request and under the supervision **of** a Company designated representative, review any information contained in his files.

46.05 Any discipline or discharge action taken following an accident or incident shall be subject to the provisions of **Article 26 – DISCIPLINE / DISCHARGE**.

**MANAGEMENT  
&  
TRAINING**

64



## 49. TRAINING AND QUALIFICATIONS

### 49.01 Training General

- a) The Company shall endeavour not to schedule a Flight Crew Member for simulator training (including any briefing or debriefing time) between the hours of 0100L and 0600L.
- b) A Flight Crew Member shall be given all necessary briefing before undertaking simulator, aircraft training or proficiency checks. This briefing shall include the projected lesson segments and shall be in the form of a scripted session. All simulator training and checking conducted will adhere to the Transport Canada approved scripted lesson plan.
- c) A Flight Crew Member shall be given, upon request, a copy **of** the Instructor's or Check Pilot's report on his training.
- d) The Company shall endeavour to notify a Flight Crew Member a minimum **of** forty-eight **(48)** hours prior to recurrent training or route checks.

### 49.02 Failure to Qualify - PPC Renewal

A Flight Crew Member who fails to demonstrate the required proficiency shall be subject to the following:

- a) He shall be given additional training in the areas in which the required proficiency was not demonstrated followed by the appropriate check.
- b) If the Flight Crew Member fails a second time to demonstrate the required proficiency, his case shall be reviewed by the Company in consultation with the Association, and he shall be advised **of his** future status within thirty (30) days.
- c) A decision by the Company to terminate shall be deemed to be for just cause. If the pilot has appealed the failure to the Civil Aviation Tribunal within ten **(10)** days, the Company's decision will be postponed until the Tribunal **has** rendered a decision. During the postponement, the Flight Crew Member shall be on an unpaid leave of absence and is not eligible for loss **of** income benefits.

#### 49.03 Non-Recommendation for a Check-Ride

Failure to obtain a recommendation for a check-ride on a simulator or a line-flight is not considered a failed check-ride. If the non-recommendation takes place during a change of status or equipment, the Flight Crew Member will return to his former assignment.

#### 49.04 Failure to Qualify - Type Conversion

A Flight Crew Member who fails to demonstrate the required proficiency shall be subject to the following:

- a) He shall be given additional training in the areas in which the required proficiency was not demonstrated followed by the appropriate check.
- b) If the Flight Crew Member fails a second time to demonstrate the required proficiency, he shall be advised of his future status within thirty (30) days.

#### 49.05 Failure to Qualify – Line-Check

In the event a Flight Crew Member's line check is assessed as a failure, he will immediately be placed on Line Indoctrination status and will only fly under direct supervision of a Check Pilot for a maximum of twenty-five (25) hard hours which must include four (4) sectors unless determined competent sooner. He must successfully complete a line-check conducted by a different Check Pilot prior to reinstatement to line flying duties. If the Flight Crew Member fails a second line-check he shall be advised of his future status within thirty (30) days.

#### 49.06 Failure to Qualify - Captain Upgrade

If a First Officer fails his upgrade or should he not be recommended for promotion to Captain, he **will** retain his former assignment.

Future upgrade attempts will be subject to "FILLING OF ASSIGNMENTS" in accordance with article 20. If at this time he is not considered as a potential Captain, he **will be advised** of his future status.

#### 49.07 Failure to Qualify - Re-Examination

- a) In the application of Articles **49.02**, **49.03**, **49.04**, **49.05**, or **49.06**, the Flight Crew Member shall have the option of having any additional training or checking conducted by a different Instructor or Check Pilot.
- b) The scheduling of **a** subsequent attempt **will** be established **by** the Company following examination of the reasons for the initial failure. Consultations will include the Flight Crew Member, the Association, and Chief Pilot or his representative.

## 50. MANAGEMENT AND SUPERVISORY FLYING

### MANAGEMENT FLYING

#### 50.01 Management Flight Crew

Management Flight Crew are Flight Crew Members whose primary duty is the performance of managerial or executive duties for the Company, and who also operate Company aircraft as part of a flight deck crew. Management Flight Crew Members are:

- a) Director of Flight Operations,
- b) Chief and / or Assistant Chief Pilot,
- c) Manager of Standards,
- d) Manager of Training,
- e) Manager of Ground Training,
- f) Manager Flight Technical/Audit,
- g) Company Flight Safety Officer, and
- h) Deployed Operations Base Captains.

50.02 Nothing in this Agreement shall restrict the Company's rights to transfer Flight Crew Members to non-flying or management duties with their concurrence or the right to withdraw employees from such non-flying or management duties.

50.03 A Management Flight Crew Member shall notify the Company of his intention to resign his non-flying or management position, prior to returning to a line flying position.

50.04 A Flight Crew Member employed in a non-flying or management position or a Flight Crew Member who resigned from such duties will be permitted to exercise his seniority to bid on a vacancy in the same manner as Line Flight Crew Members, in order to return to line flying duties.

50.05 A Flight Crew Member transferred to non-flying or management duties shall retain and continue to accrue seniority.

50.06 In recognition of the importance and time involved in their primary management duties and for planning pilot staffing requirements, the total revenue flying time to be operated by the Management Flight Crew Members listed in 50.01 (a, b, c, & d) should not be planned to exceed fifty (50) hard hours per month; however, they will not be scheduled to exceed 450 hours in a year.

50.07 Flying as described in 50.06 shall not include:

- a) Displacement flying, in which a Flight Crew Member who has been scheduled for and is ready to fly, is displaced by a management Flight Crew Member, in which case the scheduled Flight Crew Member will be credited with the scheduled flying time so displaced. A Flight Crew Member so displaced shall be reassignable on the day(s) originally scheduled, provided such reassignment does not interfere with guaranteed days off or his next scheduled pairing;
- b) Flying to replace a Flight Crew Member who is not available as scheduled; or
- c) Additional flying not previously scheduled.

## SUPERVISORY FLYING

### 50.08 Supervisory Flight Crew

Supervisory Flight Crew are Flight Crew Members whose duty is to conduct training or checking of Flight Crew Members.

50.09 Nothing in this Agreement shall restrict the Company's rights to transfer Flight Crew Members to supervisory duties with their concurrence or the right to withdraw employees from such supervisory duties.

50.10 A supervisory Flight Crew Member shall notify the Company of his intention to resign his supervisory position.

50.11 Although Check and Training Flight Crew Members are considered supervisory Flight Crew Members, they will be members of the Association and their names will be retained on the appropriate Flight Crew Seniority List. The combined simulator, checking and line flying duties of Check and Training Flight Crew Members in any given month will not normally exceed the workload expected of Line Flight Crew Members.

## 53. MISCELLANEOUS

### 53.01 Copies of Agreement

The Company will provide each Flight Crew Member with a copy of this Agreement

### 53.02 Savings Clause

Should any Article, or any provisions or part of this Agreement be void by reason of being contrary to law, the remainder of this Agreement shall not be affected.

### 53.03 Orders in Writing

All orders to a Flight Crew Member involving a change in assignment, promotion, demotion, dismissal, furlough, and leaves of absence, will be stated in writing with copies to the Association.

### 53.04 Technical or Personnel Files

A Flight Crew Member's technical or personnel files may be reviewed by the Flight Crew Member in the presence of an official of the Company at any time during office hours. All correspondence placed on a Flight Crew Member's file(s) will be copied to the Flight Crew Member. Prior to placing anything of an unfavourable nature on file, it will be reviewed by the Flight Crew Member and the Company. Disciplinary documents not related to technical competency will be removed from a Flight Crew Member's file and returned to the Flight Crew Member after twelve (12) months, provided twelve (12) months have elapsed without further disciplinary proceedings.

### 53.05 New Base Designation

Should the Company establish additional bases while this Agreement is in effect, the Company agrees to give the Association as much notice as possible in advance of the Company designating a base subject to competitive considerations and finalization of commercial arrangements and reach agreement with the Association with regard to moving-related expenses.

### 53.06 Legal Counsel

The Company agrees to provide Legal Counsel and defend, free of charge, all Flight Crew Members and their estates in any judicial, quasi-judicial, or administrative proceeding or inquiry instituted by the appropriate authorities, arising in connection with the performance of their duties and to protect and hold them harmless from any judgement rendered thereunder, save in the case of gross negligence or willful misconduct as ultimately found by court or other body having jurisdiction, provided however that the rights of the employee or his estate will be assigned to the Company on request with respect to such actions.

### 53.07 Use of Company Equipment

No Flight Crew Member will be required to pay for the use of any Company equipment used in personnel training required by the Company, and no Flight Crew Member will be required to pay damage costs of airplanes or equipment damaged in the service unless such damage is due to the willful misconduct of a Flight Crew Member.

### 53.08 Reorganization of Corporate Structure

In the event that the Company changes ownership, merges with another company, or in any way changes its corporate identity, this Agreement will remain in full force and effect, and the provisions of the Canada Labour Code will apply.

### 53.09 Jury Duty

If a Flight Crew Member is summoned or subpoenaed for Jury Duty, Coroner's Inquest or to appear in court on behalf of the Company, the Company shall grant the employee a leave of absence, with pay.

### 53.10 Parking

Free car parking will be provided at the Flight Crew Members assigned base.

### 53.11 Jumpseat Policy

Flight attendants, other Company personnel, and non-Company personnel will not be pre-authorized to occupy the jumpseat without the approval of the operating Captain. The Captain will have the final authority on the occupancy of cockpit jumpseats.

## **GENERAL**



54. DURATION ✱

54.01 This Agreement shall be in effect from January 01, 2001 and shall continue in full force and effect until it's expiry date on April 30, 2006, subject to Letters of Understanding as agreed to by the Company and the Association from time to time. This Agreement shall renew itself without change each succeeding year until written Notice of Intent to change is served by either party within one hundred and twenty (120) days prior to the expiry date. In the event that Notice of Intent to change is given, this Agreement shall remain in full force and effect while negotiations are being carried on for the renewal of this Agreement.

In WITNESS WHEREOF, the parties hereto have signed this Agreement at MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**For**  
Skyservice Airlines Inc.

For  
Skyservice Pilots Association of  
Canada (SkyPAC).

\_\_\_\_\_  
Leo Desrochers

\_\_\_\_\_  
Richard Pulman

\_\_\_\_\_  
Arnie MacLeish

\_\_\_\_\_  
Graham Hudson

\_\_\_\_\_  
Bob Walz

\_\_\_\_\_  
Don Burns

\_\_\_\_\_  
Ron French

\_\_\_\_\_  
Chris McCabe

\_\_\_\_\_  
George Sugar

APPENDIX A- SENIORITY LIST

PILOTS (Name & Date of Hire)

1.	Wim Kuilder	01 May94
2.	Arnie MacLeish	27 Jun 94
3.	Alain Jolicoeur	21 Aug 94
4.	Don Murray	11 Oct 94
5.	Howard Hendriks	13 Nov 94
6.	Fernando Gause	05 Feb 95
7.	Bob Walz	05 Feb 95
8.	Barry Hunter	27 Aug 95
9.	Bob Lee	27 Aug 95
10.	Mark Siatkowski	27 Aug 95
11.	Don Burns	27 Aug 95
12.	Tex Deagnon	27 Aug 95
13.	Len Garand	27 Aug 95
14.	Raul Mendoza	27 Aug 95
15.	Larry Fischer	15 Oct 96
16.	Graham Hudson	15 Oct 96
17.	Dan Cybulski	15 Oct 96
18.	Dick Reid	15 Oct 96
19.	Dave Wrathall	01 Jan 97
20.	Jim Cook	01 Jan97
21.	Darryl Pajot	01 Jan97
22.	Anthony Kairys	11 Feb 97
23.	Dave Buggie	11 Feb 97
24.	Richard Pulman	11 Feb 97
25.	Mo Hassani	17 Aug 97
26.	Mark Gallant	17 Aug 97
27.	Jeff Oliver	17 Aug 97
28.	Denis Cote	17 Aug 97
29.	Don Cowie	17 Aug 97
30.	Peter Nagnibeda	17 Aug 97
31.	Robert Mullin	17 Aug 97
32.	Luis Adame	17 Aug 97
33.	Chris McCabe	17 Aug 97
34.	Graham Ingham	17 Aug 97
35.	Michael Kurchina	17 Aug 97
36.	Jim Raleigh	17 Aug 97
37.	Andrew White	17 Aug 97
38.	Randy Jones	17 Aug 97
39.	Murray O'Shea	17 Aug 97
40.	Gary Sneyd	17 Aug 97
41.	Patricia Bischoff	10 Mar 98

12.	Steven Simmons	01 Jun 98
13.	Tom Kluge	03 May 00
14.	George Sugar	13 Sep 99
15.	Denise Kitson	13 Sep 99
16.	Nieram Arieli	01 Jan00
17.	Tom Clark	20 Jan 01
18.	Tom Kuilder	07 Feb 01
19.	Brian Reid	07 Feb 01
20.	Mark Kelso	03 Apr 01
21.	Geoff Scott	28 May 01
22.	Matt Bradley	28 May 01
23.	tba	
24.	Jean-Claude Vallee	07 Jun 01
25.	Fazlollah Mahdaviani	07 Jun 00
26.	Eric Murray	07 Jun 00
27.	Don Hughes	07 Jun 00
28.	Santiago Romero	07 Jun 00
29.	Anthony Johnson	07 Jun 00
30.	Fransisco Gonzalez	07 Jun 00
31.	Ed Sawatzky	07 Jun 00
32.	Mitch Dumont	04 Jul 00
33.	Danny Ferracci	04 Jun 00
34.	Armstrong Malemo	04 Jul 00
35.	Mehrdad Bagherinia	04 Jul 00
36.	Dan Harris	04 Jul 00
37.	Iraj Behnood	04 Jul 00
38.	Reginald Smith	04 Jul 00
39.	Scott McAllister	04 Jul 00
40.	Cecil Compagnon	04 Jul 00
41.	Patrick Vaillancourt	08 Aug 00
42.	Bob Gumbinger	08 Aug 00
43.	Artour Simikian	08 Aug 00
44.	Don Weston	08 Aug 00
45.	Craig Brown	08 Aug 00
46.	Jason Hartop	08 Aug 00
47.	Bertus TenBrinke	08 Aug 00
48.	Charles Bertrand	08 Aug 00
49.	William Sherwood	10 Oct 00
50.	Bryden Cofell	10 Oct 00
51.	Paul Allred	10 Oct 00
52.	Tim Mitchell	10 Oct 00

83.	Robert Wrightson	10 Oct 00
84.	Ali Yazdan	10 Oct 00
85.	Hector Facundo	10 Oct 00
86.	Larry Pinto	01 Dec 00
87.	Tom Young	01 Dec 00
88.	Chris Bigger	01 Dec 00
89.	Vance Envik	01 Dec 00
90.	Gordon Elford	01 Dec 00
91.	James Harrison	01 Dec 00
92.	Richard Mathison	01 Dec 00
	Christine Lyon	02 Jan 01
	Anne-Marie Lewis	02 Jan 01
	Jim Burns	02 Jan 01
	Duane Colbers	02 Jan 01
	Andrew Lillis	02 Jan 01
	Glen Price	02 Jan 01
	Ian Rampersaud	02 Jan 01
	Mark Moxham	02 Jan 01

FLIGHT ENGINEERS (Name & Date of Hire)

a)	Dean Carter	06 Mar 00
----	-------------	-----------

# APPENDIX B -PAY SCHEDULES

	Jan-01		Sep-01		May-02		May-03		May-04		May-05	
	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly
<b>CAPTAIN</b>												
	\$86,900	\$85.20	\$89,500	\$87.75	\$92,200	\$90.40	\$95,000	\$93.15	\$97,800	\$95.90	\$100,800	\$98.80
	\$89,500	\$87.75	\$92,100	\$90.30	\$94,900	\$93.05	\$97,800	\$95.90	\$100,700	\$98.75	\$103,700	\$101.65
	\$97,800	\$95.90	\$100,700	\$98.75	\$103,700	\$101.65	\$106,800	\$104.70	\$110,000	\$107.85	\$113,300	\$111.10
	\$104,000	\$101.95	\$107,100	\$105.00	\$110,300	\$108.15	\$113,600	\$111.35	\$117,000	\$114.70	\$120,500	\$118.15
10	\$109,400	\$107.25	\$112,700	\$110.50	\$116,100	\$113.80	\$119,600	\$117.25	\$123,200	\$120.80	\$126,900	\$124.40
	\$115,000	\$112.75	\$118,500	\$116.20	\$122,000	\$119.60	\$125,700	\$123.25	\$129,400	\$126.85	\$133,300	\$130.70
	\$121,700	\$119.30	\$125,300	\$122.85	\$129,100	\$126.55	\$133,000	\$130.40	\$137,000	\$134.30	\$141,100	\$138.35
	\$128,500	\$126.00	\$132,400	\$129.80	\$136,300	\$133.65	\$140,400	\$137.65	\$144,700	\$141.85	\$149,000	\$146.10
			\$136,000	\$133.35	\$140,100	\$137.35	\$144,300	\$141.45	\$148,300	\$145.40	\$152,700	\$149.70
					\$144,000	\$141.20	\$148,000	\$145.40	\$152,800	\$149.80	\$157,400	\$154.30
1	\$52,200	\$51.20	\$53,800	\$52.75	\$55,400	\$54.30	\$57,000	\$55.9	\$58,800	\$57.65	\$60,500	\$59.3
2	\$57,200	\$56.10	\$58,900	\$57.75	\$60,700	\$59.50	\$62,500	\$61.12	\$64,400	\$63.115	\$66,300	\$65.50
3	\$61,100	\$59.90	\$63,900	\$62.65	\$64,800	\$63.55	\$66,700	\$65.34	\$68,700	\$67.335	\$70,800	\$69.34
4	\$66,100	\$64.80	\$68,100	\$66.75	\$70,100	\$68.75	\$72,200	\$70.8	\$74,400	\$72.995	\$76,600	\$75.1
5	\$70,000	\$68.65	\$72,100	\$70.70	\$74,300	\$72.85	\$76,500	\$75.1	\$78,800	\$77.225	\$81,100	\$79.35
6	\$73,900	\$72.45	\$76,100	\$74.60	\$78,400	\$76.85	\$80,800	\$79.1	\$83,200	\$81.660	\$85,700	\$84.10
7	\$77,600	\$76.05	\$79,900	\$78.35	\$82,300	\$80.70	\$84,700	\$83.05	\$87,300	\$85.660	\$89,900	\$88.1
<b>FLIGHT ENGINEER</b>												
1	\$60,000	\$58.80	\$61,800	\$60.60	\$63,700	\$62.45	\$65,600	\$64.30	\$67,500	\$66.20	\$69,600	\$68.25
2	\$61,500	\$60.30	\$63,300	\$62.05	\$65,200	\$63.90	\$67,200	\$65.90	\$69,200	\$67.85	\$71,300	\$69.90
3	\$64,500	\$63.25	\$66,400	\$65.10	\$68,400	\$67.05	\$70,500	\$69.10	\$72,600	\$71.20	\$74,800	\$73.35
4	\$67,000	\$65.70	\$69,000	\$67.65	\$71,100	\$69.70	\$73,200	\$71.75	\$75,400	\$73.90	\$77,700	\$76.20
5	\$70,000	\$68.65	\$72,100	\$70.70	\$74,300	\$72.85	\$76,500	\$75.00	\$78,800	\$77.25	\$81,100	\$79.50

SECOND OFFICERS— 55% of the FIRST OFFICER rate.

# APPENDIX C -SKYSERVICE FLIGHT CREW MEMBER PLANNING/SCHEDULING RULES

## INDEX

### SECTION ONE - INTRODUCTION

- Purpose
- Aim
- Applicability
- Responsibilities
- Operational variance and review

### SECTION TWO - CREW PLANNING

- The Planning Process
- The Pairing Bid Process -Information  
Bidding
- Block Construction- Objectives  
Considerations -
  - Flight Time Limitations
  - Report Time
  - Flight Duty Time
  - Split Flight Duty Time
  - Duty Period
  - Late Finish/Early Start
  - Minimum Rest Period
  - Time Free From Duty**
  - Day Rooms

### SECTION THREE - CREW SCHEDULING

- Overview
- Booking Off
- Booking On
- Checking In
- Displacement
- Reassignable
- Extensions to Scheduled Duty Days/Flight Time Limitations
- Delayed Reporting Time
- Extensions to Rest Periods
- Flight Delays
- Hotel Rooms
- Flight Exchanges

17

## SECTION ONE - INTRODUCTION

### PURPOSE

The purpose of this Appendix is to provide the methodology for the distribution of Skyservice flying commitments.

### AIM

1. To follow all regulations,
2. To ensure all flight crew are adequately rested and prepared for their flight operations,
3. To ensure equitable distribution of workload,
4. To achieve these aims, consideration will be given to length of duty day, periods of time off, cumulative **duty** hours and other such factors that may affect flight safety,
5. To prioritize requisite functions that affect flight operations. Such functions shall include training, line indoctrination, line training, check rides, vacation, leave of absence, and sickness, **and**
6. When a discrepancy arises between these rules and the associated government regulations, the most restrictive shall take precedence.

### APPLICABILITY

With certain specified exceptions, these rules shall apply to all Flight Crew Members carrying out any duty at the behest of the Company.

### RESPONSIBILITIES

#### CREW PLANNING

Crew Planning will publish rosters in advance so that operating crews can adequately plan pre-flight rest and days off.

## FLIGHT CREW MEMBERS

Responsibility for the proper control of flight and duty time does not rest wholly with the Crew Planning/Scheduling. Flight Crew Members have the responsibility to make optimum use of the opportunities and facilities that are provided for rest. They are also responsible for planning and using their rest periods properly in order to minimize fatigue. Government regulations place a further responsibility on Flight Crew Members in that they shall not act as operating flight crew if they know, or suspect, that their physical or mental condition renders them unfit to operate. Furthermore, they must not act as operating flight crew if they know that they are, or are likely to be, in breach of these or any applicable rules.

## **OPERATIONAL VARIANCE AND REVIEW**

The Company and the Association both recognize that any set of rules may not adequately address every situation that may occur. In resolving such ad hoc situations, crew planners and schedulers shall be granted the latitude to resolve the issue taking due recognition of the intent of these rules. Subsequently and periodically, these rules will be reviewed in consultation between the Chief Pilot and the SkyPAC Flight Crew Scheduling Committee, and amended as mutually agreed.

## SECTION TWO - CREW PLANNING

### THE PLANNING PROCESS

Pairings are constructed by the Crew Planning department and distributed with a minimum of 10 days to bid for the following month's block. The bid closure deadline will not be earlier than the 15<sup>th</sup> day of the month. Any pairings that may have been deleted, changed, or added prior to the bid closure date will be posted in the Bid Binder located in the Flight Crew briefing area.

The final Bid Awards will normally be distributed by the 22<sup>nd</sup> of the month. These dates may be extended due to operational circumstances and will be posted in the bid and/or award packages as necessary.

The SkyPAC Flight Crew Scheduling Committee shall have the right to meet with the Chief Pilot for the purpose of advising and consulting with regards to scheduling issues and problems as they arise from time to time and as otherwise provided in this Agreement. The committee shall be notified of proposed schedule and pairing changes as far in advance as possible.

The SkyPAC Flight Crew Scheduling Committee should monitor and assist in the blocking process. Any inquiries or grievances arising from the published block awards shall be taken to the SkyPAC Flight Crew Scheduling Committee.

### THE PAIRING BID PROCESS

#### INFORMATION

The following will be published by the Crew Planning department to provide Flight Crew Members with the required information to complete their monthly pairing bids:

- a) Bid closure date;
- b) List of **all Flight Crew Members** who **require** recurrent training, ground training and required seminars, and the assigned dates if applicable;
- c) List of all absences for each Flight Crew Member - vacations, LOA;
- d) A bid window average target for each Flight Crew Member status;

40



- e) A pairing summary of all known pairings available with a chart showing check-in time, off-duty times, legal crew rest for the next pairing, total credit, month-end overlap credit, and crew required;
- f) Each pairing summary will be numbered and shall include:
  - i) Dates;
  - ii) Flight numbers;
  - iii) Points of departure and arrival;
  - iv) Positions required;
  - v) Departure and arrival times in local and UTC time;
  - vi) Scheduled flight and duty times;
  - vii) Credit time for each sector, and total pairing credit; and
  - viii) Total Time Away From Base (TAFB);
- g) The number of reserve duty periods to be completed;
- h) **All** ground school training will be bid for as part of the bid window where multiple dates are available;
- i) Recurrent simulator will be assigned and included in the bid package with consideration being given to advance requests; and
- j) All pairings for the DFO, the Chief Pilot, the Assistant Chief Pilot, the Manager of Standards, and the Manager of Training will be selected prior to publishing the bid package. Pilots completing line-indoctrination training will be assigned to pairings bid for and awarded to Check and Training Captains.

## **BIDDING**

Each Flight Crew Member may submit a bid indicating his preferences.

- a) This bid may be faxed or E-mailed to the Crew Planning department.
- b) In the event a Flight Crew Member submits an invalid bid, or does not bid sufficient pairings to protect his seniority, or fails to submit a bid, crew planning will rely on the Standing Bid in the computer. **If** there is no Standing Bid on file, the Crew Planner will assign the block.
- c) **All** Flight Crew Members will be entitled to receive a minimum of eleven (11) GDOs in each month. **A** Flight Crew Member will not be assigned any stand alone GDOs by Crew Planning.

- d) Crew Planning may assign a pilot who requires a check-ride or training flight to pairings that match the schedule of the assigned check/training pilot.

## **BLOCK CONSTRUCTION**

### OBJECTIVES

Crew Planning will construct the blocks with the following objectives:

- a) To grant the preferences bid by Flight Crew Members in order of seniority;
- b) Avoid a pairing which conflicts with month-end overlap;
- c) Adhere to the CARs regulation pertaining to consolidation period;
- d) Ensure the correct number of GDOs are awarded;
- e) Reserve days will commence no sooner than twelve (12) hours after the end of the previous duty period. Crew Planning may award and/or assign a pairing not less than twelve (12) hours after a scheduled Reserve day; and
- f) The scheduling rules shall prohibit a pilot who is age sixty (60) or more from bidding for flying or Reserve Duty that he cannot perform because of his age.

### CONSIDERATIONS

**FLIGHT TIME LIMITATIONS** - The flight time of a Flight Crew Member shall not exceed any of the following:

- i) 1200 hours in any 365 consecutive days;
- ii) 300 hours in any 90 consecutive days;
- iii) 120 hours in any 30 consecutive days; or
- iv) 40 hours in any 7 consecutive days.

**REPORT TIME** - Report time will normally be scheduled one hour and thirty minutes (1:30) prior to the scheduled departure time. Report time may be reduced to one (1) hour for check-ins at the terminal, ferry flights, for flights scheduled with three (3) pilot crews, and where prior arrangements have been made to accommodate a reduced check-in.

FLIGHT DUTY TIME - Flight duty time as defined in this Agreement, is the time required to prepare, conduct, and terminate a flight or a series of flights.

- a) Where a Flight Crew Member is required to position/deadhead prior to a flight, all travel time following the reporting time will be included in the duty period. The reporting time will be:
  - i) For travel by surface only, the scheduled departure time of the ground transport; **or**
  - ii) For travel by surface and air, or by air only, the scheduled departure time of the flight.
- b) A flight duty time period may be scheduled to fourteen **(14)** hours maximum if the period ends with the last leg operating. The fourteen **(14)** hour scheduled duty day may be extended up to one **(1)** hour by means of an augmented crew.
- c) When any additional Flight Crew Member is assigned to an augmented crew to provide in-flight relief, only one First Officer undergoing line-indoctrination training will be assigned.

SPLIT FLIGHT **DUTY** TIME - The flight duty time can be extended by up to one-half the length **of** the rest period used to divide the duty periods up to a maximum of three (3) hours so long as:

- a) The Flight Crew Member has advance notice of the split flight duty time;
- b) The Flight Crew Member receives a rest period of at least four **(4)** hours in suitable accommodation of single rooms;
- c) The Flight Crew Member's rest is not interrupted by the Company during the rest period, and;
- d) The subsequent minimum rest period **is** increased by an amount at least equal to the extension.

The minimum time between duties **for** a split duty day shall include fifteen **(15)** minutes post-flight time, four **(4)** hours **at** the hotel, travel time **to/from** the hotel, and the report time.

**DUTY PERIOD** - Duty period is the elapsed time during which a Flight Crew Member is continuously on duty from scheduled reporting time (or actual reporting time, whichever is later) until time of release from duty, and which is not broken by a minimum rest period.

A duty period may be planned up to a maximum of seventeen (17) hours when it ends with deadheading/positioning.

#### **LATE FINISH/EARLY START**

No more than three (3) consecutive duties that occur within any part of the period 0100L to 0659L will be planned, nor will there be more than four (4) such duties in any seven (7) consecutive days unless broken by a rest period of at least thirty-six (36) hours.

**MINIMUM REST PERIOD** - the minimum rest period following a duty period will be:

- a) Home Base - The minimum rest period at a Flight Crew Member's home base will not be less than thirteen hours and thirty minutes (13:30) chock to chock. This time may be reduced to thirteen (13) hours with a one-hour check-in.
- b) Away from Home Base - The minimum rest period at a facility away from a Flight Crew Member's home base will not be less than twelve (12) hours chock to chock. This time may be reduced to eleven hours and thirty minutes (11:30) with a one-hour check-in.
- c) Transoceanic Flight - On return to a Flight Crew Member's home base following a pairing that included a layover more than four (4) time zones away from home base followed by a transoceanic flight, the minimum rest will not be less than twenty-four (24) hours chock to chock.
- d) Long Range Flight - The minimum rest period must be at least equal to the preceding duty period.
- e) Deadheading/Positioning - When the duty period ends with deadheading or positioning, the minimum rest will be increased by half the amount of the deadhead period past the 14/15 hour duty day or the Long Range flight, whichever is greater.
- f) Company Related Requirements - Meetings and/or training will follow the minimum rest period.

TIME FREE FROM DUTY - A Flight Crew Member must be provided at home or away from home base:

- a) One period of at least thirty-six (36) consecutive hours within each seven (7) consecutive days or one period of at least 3 consecutive calendar days within each seventeen (17) consecutive days; and
- b) At least twenty-four **(24)** consecutive hours free from duty following three (3) consecutive flight duty time assignments that exceed twelve (12) consecutive hours unless the Flight Crew Member has received at least twenty-four **(24)** consecutive hours free from flight duty between each of these flight duty assignments.

### **DAY ROOMS**

While away from home base:

- a) Day rooms will be provided for layovers of four **(4)** hours or more but less than eight **(8)** hours. For mixed gender flight crew, two **(2)** rooms will be provided; and
- b) Individual day rooms will be provided for any layover in excess of eight **(8)** hours.

### **LEAVE OF ABSENCE**

A Flight Crew Member's block shall be reduced by two hours and fifty minutes (2:50) for each day of a planned leave of absence.

## SECTION THREE - CREW SCHEDULING

### OVERVIEW

Crew Scheduling is the day-to-day monitoring of flight operations and crew scheduling requirements and legalities. The considerations detailed in crew planning apply to crew scheduling.

Once the Crew Planning department has awarded and distributed the block awards, the information is downloaded into Crew Scheduling's computer system, which is now the "live" version of the blocks. This system constantly changes, day-to-day, to reflect the actual records of what happened or what is scheduled to happen up to the end of the current month. This system is used to track hours, hotels, per diem, transport, payroll, legalities, etc.

Once the actual times are entered into Crew Scheduling's computer, the system will evaluate, calculate, and give warnings of potential upcoming problems. The computer program calculates the actual hard hours up to midnight local at the Flight Crew Member's base for Transport Canada Flight Time Limitations.

Once the month starts, any changes to the pairings will be handled by the Crew Scheduling department.

**BOOKING OFF** - when a Flight Crew Member is unfit to fly, he will call Crew Scheduling with as much notice as possible to book-off. The Flight Crew Member will remain on book-off status until he calls to book back on. Book off days will not be counted as sick days if they fall on a GDO or a vacation day.

**BOOKING ON** - to book on for the next scheduled pairing, a call to Crew Scheduling by 1300L the day prior is required. The Flight Crew Member may call scheduling prior to 1300L and request a hold to book back on no later than twelve (12) hours prior to scheduled flight departure time.

**CHECKING IN** - all Flight Crew Members are required to check in a minimum of twelve (12) hours prior, and again, no later than one (1) hour prior to the report time of all scheduled pairings.

**DISPLACEMENT** - When a Flight Crew Member has been displaced, as defined in Article 3.13, he may now be classified as reassignable during this time. Displacement credits are summarized under Article 32.09.

**REASSIGNABLE** - When a Flight Crew Member is reassignable, as defined in Article 3.36, he shall be treated as described in Article 32.07.

## EXTENSIONS TO SCHEDULED DUTY DAYS/FLIGHT TIME LIMITATIONS

### Unforeseen Operational Circumstances

The flight duty time limits (at home or away from base) may be extended by the Pilot-in-Command up to a maximum of three (3) hours when unforeseen operational circumstances are encountered after the Flight Crew Member leaves his rest facility to start his duty period if:

- a) The Pilot-in-Command, after consultation with the other crew members, considers that it is safe to do so; and
- b) The minimum rest period prior to the next flight duty time is increased by an amount at least equal to the extension of the duty period beyond 14/15 hours.

Where an extension due to unforeseen circumstances causes a Flight Crew Member to exceed the Flight Duty Time or Flight Time Limitations, the flight is permitted to continue to destination and a report of the circumstances shall be made:

- a) The Pilot-in-Command shall report the reason and the length of the extension in the Captain's report; and
- b) Crew Scheduling will advise Transport Canada of the extension.

### DELAYED REPORTING TIME

When a Flight Crew Member is notified of a delay in reporting time prior to leaving the rest facility (home or hotel), and the delay is in excess of three (3) hours, the Flight Crew Member's duty period will be considered to have started three (3) hours after the original reporting time. Where the delay is less than three (3) hours, the duty period will be considered to start at the actual delayed report time.

If the delay occurs less than ten (10) hours prior to the original report time, Crew Scheduling will attempt to advise the Flight Crew Member 1½ to 2 hours prior to report time.

The Flight Crew Member may be advised of a delay to establish a new report time, provided that the Flight Crew Member is advised at least ten (10) hours prior to the amended report time, and that he is not further disturbed by the Company until a mutually agreed hour.

## EXTENSIONSTO REST PERIODS

The following crew rest extensions will apply at home or away from base:

- a) Where the flight duty time has been scheduled to be more than **14** hours, by means of an augmented crew, the minimum rest period following must be increased by two (2) hours.
- b) Where the crew duty day has been extended by unforeseen operational circumstances beyond the **14/15** hour duty day, the minimum rest period will be increased by the amount at least equal to the extension of the flight duty period beyond **14/15** hours.
- c) Where the Flight Crew Member has been required to travel for positioning after a duty period, the minimum rest period will be increased by an amount at least equal to one half the extension of the duty period over fourteen (**14**) hours.
- d) Where the Flight Crew Member has completed a Long Range Flight, the minimum rest period must be at least equal to the length of the preceding flight duty period.
- e) Where the flight duty time has been extended by means of the split duty time rule, the subsequent minimum rest must be increased by at least the time equivalent to the extension of the flight duty time over fourteen (**14**) hours.
- f) Following a transoceanic flight, the standard company rest period prior to any duty is twenty-four (**24**) hours chock to chock when at home base.
- g) Following a transoceanic flight that terminates away **from** home base, the greater of crew rest of "Long Range Flight" (see (d) above) or the "away from home base" (**12** hours chock-to-chock, but may be reduced to eleven hours and thirty minutes (11:30) with a one-hour check-in) rest will apply.

## FLIGHT DELAYS

Crew scheduling will advise the family or a designated contact person of a delay arriving back at home base of **two** (2) hours or more beyond the original scheduled time. Should a Flight Crew Member not wish such notification to be provided, he must advise crew scheduling accordingly.



## HOTEL ROOMS

Upon completion of a flight duty period in excess of sixteen (16) hours terminating at home base, the Flight Crew Member shall, upon request, be provided with a hotel room at Company expense.

Upon completion of a duty period that ends with a deadheading/positioning that extends such day beyond eighteen (18) hours and terminates at home base, the Flight Crew Member shall, upon request, be provided with a hotel room at Company expense.

## FLIGHT EXCHANGES

Flight Crew Members may trade pairings (includes reserves and GDOs) with other crew holding the same base, equipment and status.

- a) The exchange must be in writing and submitted to Crew Scheduling at least forty-eight (48) hours in advance; if positioning on another carrier is involved, then seventy-two (72) hours advance notice is required. Under exceptional circumstances, a switch may be approved without the above advanced notice.
- b) Switches must be legal in all respects; minimum crew rest, flight time limitations, and qualifications for aircraft type, etc.
- c) A switch will not be approved if it creates overtime credits, unless the resulting overtime or GDO is waived as part of an agreed condition prior to approval.
- d) New-hire, upgrade/downgrade, and transition Flight Crew Members are restricted from mutual switches until they complete their line indoctrination.
- e) It is the responsibility of each Flight Crew Member involved in a switch to contact crew scheduling to ensure the switch is approved or disapproved. Once a switch is approved, it forms part of each Flight Crew Member's block.

## LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN

SKYSERVICE AIRLINES INC.

AND

THE SKYSERVICE PILOTS ASSOCIATION OF CANADA

---

The parties agree on the following terms and conditions for the Airtours UK A320 Deployed Summer Operation

1. Positioning / De-positioning

Flight Crew Members will travel in accordance with Article 36 of the Agreement.

2. Family Travel

Flight Crew Member's family travel will be in accordance with Article 41.02 of the current Agreement, and will be booked on charter airlines. If the Flight Crew Member wishes to upgrade his family's travel arrangements, the Company will reimburse the amount equivalent to the charter airline fare available on the date of travel.

3. Time Off

Flight Crew Member's will receive the following time periods free from all Company Duty:

On arrival in England – thirty-six (36) hours,  
On departure from England – twenty-four (24) hours if requested,  
On return to Canada - one half (1/2) day per week of overseas duty,  
- two (2) days minimum to a maximum of ten (10) days (rounded up)  
- example - three (3) weeks overseas equals two (2) days off  
- Scheduled as N/A days

Minimum of three (3) days off on return to Canada (may include GDOs).

4. GDOs

a) No single GDOs will be scheduled unless requested by the Flight Crew Member.

- b) Crew planning will endeavour to schedule the maximum number of GDOs at the Flight Crew Member's home base when the Flight Crew Member spends only part of a month overseas in England.

5. Transportation

- a) Each Flight Crew Member will be provided with a vehicle. The company will pay all costs associated with the operation of such vehicle.
- b) A suitable number of large vehicles will be made available for use by Flight Crew Member's accompanied by their family.
- c) Ground transportation between the Flight Crew Member's home and Toronto airport will be reimbursed by the Company, with the submission of receipts, to a maximum of \$75 when going to, and a maximum of \$75 when returning from assignment.

6. Accommodation

- a) Single accommodation will be provided for each Flight Crew Member. The Company will pay all costs associated with such accommodation.
- b) Houses or apartments will be made available for Flight Crew Member's staying overseas for a long term (six (6) weeks or greater) of duty.
- c) All accommodation will be fully furnished and contain linens and kitchenware.
- d) Sky or Cable TV will be provided. If either of these services is not available, a VCR will be provided.
- e) If requested, a cleaning service will be provided when the Flight Crew Member vacates such accommodation.
- f) Full insurance coverage will be provided for the Flight Crew Member while occupying such accommodation.

7. Scheduling

- a) Individual Flight Crew Member's overseas duty periods will be bid and awarded well in advance. Priority will be given to the Flight Crew Member requesting the greatest continuous period away from home base when awarding the overseas dates. A minimum of three (3) weeks will be required.

8. Per Diem

- b) Scheduling changes will be kept to the minimum possible.

- a) The daily per diem **will** be paid from the day of arrival to the day prior to departure (inclusive) in the country of the deployed operation.
- b) Per diem will be paid at the same rate as Airtours pays its crew for layovers in the UK. For the calendar year 2001, the rate is fifty (50) pounds sterling per day.

9. Recreation

The Company will provide group membership at recreational facilities (golf clubs, recreation centers, health club, gym, etc...) at each deployed base.

In WITNESS WHEREOF, the parties hereto have signed this Agreement at MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**For**  
Skyservice Airlines Inc.

For  
Skyservice Pilots Association of  
Canada (SkyPAC).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING NO. 2

BETWEEN

SKYSERVICE AIRLINES INC.

AND

THE SKYSERVICE **PILOTS** ASSOCIATION ~~OF~~ CANADA

---

The parties agree on the following terms and conditions for the Airtours A330 Winter Deployed Operation.

1. Positioning/ De-positioning

Flight Crew Members will travel in accordance with Article 36 of the Agreement.

2. Family Travel

Flight Crew Member's family travel will be in accordance with Article 41.02 of the current Agreement, and will be booked on charter airlines. If the Flight Crew Member wishes to upgrade his family's travel arrangements, the Company will reimburse the amount equivalent to the charter airline fare available on the date of travel.

3. Time ~~off~~

Flight Crew Member's will receive the following time periods free from all Company Duty:

On arrival in England – thirty-six (36) hours,

On departure from England – twenty-four (24) hours if requested,

~~On~~ return to Canada - one half (1/2) day per week of overseas duty,

- two (2) days minimum to a maximum of ten (10) days (rounded up)

- example - three (3) weeks overseas equals two (2) days off

- Scheduled as N/A days

Minimum of three (3) days ~~off~~ on return to Canada (may include GDOs).

4. GDOs

a) No single GDOs will be scheduled unless requested by the Flight Crew Member.

- b) Crew planning will endeavour to schedule the maximum number of GDOs at the Flight Crew Member's home base when the Flight Crew Member spends only part of a month overseas in England.

5. Transportation

- a) While in the UK, each Flight Crew Member will be provided with a vehicle. The company will pay all costs associated with the operation of such vehicle.
- b) A suitable number of large vehicles will be made available for use by Flight Crew Member's accompanied by their family.
- c) Ground transportation between the Flight Crew Member's home and Toronto airport will be reimbursed by the Company, with the submission of receipts, to a maximum of \$75 when going to, and a maximum of \$75 when returning from assignment.

6. Accommodation

- a) Single accommodation will be provided for each Flight Crew Member. The Company will pay all costs associated with such accommodation.
- b) While in the UK, houses or apartments will be made available for Flight Crew Member's staying for a long term (six (6) weeks or greater) of duty.
- c) All accommodation will be fully furnished and contain linens and kitchenware.
- d) Sky or Cable TV will be provided. If either of these services is not available, a VCR will be provided.
- e) If requested, a cleaning service will be provided when the Flight Crew Member vacates such accommodation.
- f) Full insurance coverage will be provided for the Flight Crew Member while occupying such accommodation.

7. Scheduling

- a) Individual Flight Crew Member's overseas duty periods will be bid and awarded well in advance. Priority will be given to the Flight Crew Member requesting the greatest continuous period away from home base when awarding the overseas dates. A minimum of three (3) weeks will be required.
- b) Scheduling changes will be kept to the minimum possible.

8. Per Diem

- a) The daily per diem will be paid from the day of arrival to the day prior to departure (inclusive) in the country of the deployed operation.
- b) While in the UK, per diem will be paid at the same rate as Airtours pays its crew for layovers in the UK. For the calendar year 2001, the rate is fifty (50) pounds sterling per day.
- c) While operating from Indonesia, the per diem rate will be US\$100.00 per day.

9. Recreation

The Company will provide group membership at recreational facilities (golf clubs, recreation centers, health club, gym, etc...) at each deployed base.

in WITNESS WHEREOF, the parties hereto have signed this Agreement at MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For  
Skyservice Airlines Inc.

For  
Skyservice Pilots Association of  
Canada (SkyPAC).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



LETTER OF UNDERSTANDING NO. 3

BETWEEN

SKYSERVICE AIRLINES INC.

AND

THE SKYSERVICE PILOTS ASSOCIATION OF CANADA

---

The parties agree to waive the conditions of Article 10 for the B727 Flight Crew Members under contract with the Company as of 01 January 2001.

In WITNESS WHEREOF, the parties hereto have signed this Agreement at MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For  
Skyservice Airlines Inc.

For  
Skyservice Pilots Association of  
Canada (SkyPAC).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING NO. 4

BETWEEN

SKYSERVICE AIRLINES INC.

AND

THE SKYSERVICE PILOTS ASSOCIATION OF CANADA

---

Company pledge to Flight Crew Members.

1. This **LOU** applies to the following situation, namely:
  - a) If the Company is purchased by another person, persons, or entity, or
  - b) **If** there is a change of control in the Company. "Change of control" means the acquisition, by whatever means, by a person, persons, or entity, (the "person"), directly or indirectly, of the beneficial ownership **of** such number of voting securities or rights to voting securities **of** the Corporation, which together with such person's then owned voting securities and rights to voting securities, **if** any, represent "assuming the full exercise **of** such rights to voting securities" more than 51% of the combined voting power of the Corporation's then outstanding voting securities, together with the voting securities that would be outstanding on the full exercise **of** the rights to voting securities acquired and such person's previously owned rights to voting securities, or
  - c) **If** the Company merges or amalgamates its operation with the operations of another person, persons, or entity.
2. In any of the events described in paragraph 1. (a), (b), or (c), occur, or are anticipated to occur, the Company undertakes, without reservation, to the following courses of conduct:
  - a) in any applicable agreements, documents, letters, or contracts, to take all reasonable and available steps in order to protect the continuing employment of the Flight Crew Members represented by the Association, and

- b) In any applicable agreements, documents, letters, or contracts, to take all reasonable and available steps in order to ensure that the relative seniority of the Flight Crew Members represented by the Association is dovetailed (as opposed to end tailed) with the seniority of Flight Crew Members employed by the person, persons, or entity referred to in the situations set out in paragraph 1. (a), (b), or (c).

In WITNESS **WHEREOF**, the parties hereto have signed this Agreement at MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For  
Skyservice Airlines Inc.

For  
Skyservice Pilots Association of  
Canada (SkyPAC).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING NO. 5

BETWEEN

SKYSERVICE AIRLINES INC.

AND

THE SKYSERVICE PILOTS ASSOCIATION OF CANADA

---

The parties agree to waive the restrictions laid out in Article 10.01 (a) of the Agreement until 31 August 2001. If necessary this **LOU** may ~~be~~ extended with mutual consent of the **two** parties.

In WITNESS WHEREOF, the parties hereto have signed this Agreement at **MISSISSAUGA**, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For  
Skyservice Airlines Inc.

For  
Skyservice Pilots Association of  
Canada (SkyPAC).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

100

LETTER OF UNDERSTANDING NO.6

BETWEEN

SKYSERVICE AIRLINES INC.

AND

THE SKYSERVICE PILOTS ASSOCIATION OF CANADA

---

Pilots who are Cross Crew Qualified (CCQ) on the A320 and A330 as of 01 January 2001, may maintain cross crew qualifications on a voluntary basis. They will be given the opportunity to bid:

- a) A320,
- b) A330, or
- c) A320/A330.

Upon completion of the bids, each of the above Flight Crew Members assignment will be permanent and any changes to this assignment will be at the Company's discretion.

Future CCQ vacancies will be filled in accordance with Article 20.

In WITNESS WHEREOF, the parties hereto have signed this Agreement at MISSISSAUGA, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For  
Skyservice Airlines Inc.

For  
Skyservice Pilots Association of  
Canada (SkyPAC).

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

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

101