

CanJet **Airlines** (a division of IMP Group Limited)
Collective Agreement Proposal with
ALPA Council 235

ARTICLE 1: PURPOSE

1.1

This Collective Agreement is entered into between CanJet Airlines, a division of I.M.P. Group Limited, hereinafter referred to as the "Company", and the Pilots in the employ of CanJet Airlines, as represented by the Air Line Pilots Association, Intl., hereinafter referred to as the "Association".

1.2

The purpose of this Agreement is to set forth the rights of the parties and the rules concerning wages, hours of work and working conditions which will apply between the parties. It is recognized by this Agreement that the Company and the Pilots will co-operate to provide for the operation of the services of the Company in a manner which will further, to the fullest extent possible, the safety, efficiency and profitability of the operation, protection of property and the high quality of customer service.

1.3

The parties also recognize the compliance with terms of this agreement and the provisions of the Canada Labour Code, and the development of a spirit of cooperation, are essential for mutual benefit and the public interest.

1.4

In this agreement, unless otherwise stated, the masculine shall include the feminine and the singular shall include the plural.

ARTICLE 2: DEFINITIONS

2.01 AGREEMENT

The Collective Agreement, Letters of Understanding, and Letters of Interpretation and the Scheduling Rules negotiated between the Company and the Union including amendments or interpretations thereto and covered by letters or written amendments signed by the ASSOCIATION and the COMPANY.

2.02 ASSOCIATION:

Air Line Pilots Association, Intl., (ALPA)

2.03 BLOCK:

The Pilot's awarded monthly schedule.

2.04 BLOCK HOURS

The Pilot's actual flight time.

2.05 BUMPING

When, due to the requirement for a reduction of the Pilot workforce (lay-off) a more senior Pilot displaces a more junior Pilot from the latter's position.

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2.06 CAPTAIN:

Pilot member of **the** flight crew first in command of the flight **and** who is responsible for the manipulation of, or who manipulates, **the** flight **controls** of **an** aircraft **while** underway, **including** take-off, and landing of **such** aircraft and who is properly qualified and designated by **the** Company to serve **as** **Captain** and holds current Regulatory **Authority** certificates authorizing him to serve as **such** Pilot.

2.07 CHECK PILOT

A Pilot with **an** approved Check Pilot **Authority** appointed by the Company to **conduct** PPCs and/or **line checks**.

2.08 CLASSIFICATION:

Assignment of a Pilot **as** a Captain or First Officer.

2.09 COMPANY:

CanJet Airlines, A Division of I.M.P. Group Limited

2.10 DAY:

Means a twenty-four (**24**)**hour** consecutive period starting at 0001 hours.

2.11 DEADHEAD:

Travel **by** **air** or surface transportation at Company request to meet the requirements of **service**.

2.12 DRAFT:

A draft is **the** **involuntary** assignment of **a** Pilot **to** duty on a scheduled day off.

2.13 EQUIPMENT:

All types of aircraft operated by the Company in its Flight Operations.

2.14 FERRY FLIGHT:

A **flight**, without revenue passengers, used to position the aircraft.

2.15 FIRST OFFICER:

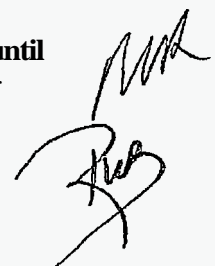
The **Pilot** member of **the** night crew second in command of the flight **and** any part of whose duty is to **assist** or relieve **the** Captain in **the** manipulation of **the** flight **controls** of **an** aircraft, and who is properly **qualified** **and** holds current Regulatory Authority certificates authorizing him to serve **as** **such** Pilot.

2.16 FIRST REVENUE FLIGHT

The **first** **flight** during which a **Pilot** carries out his new duties, in accordance with his classification, without being supervised by **a** Check **Pilot**.

2.17 FLIGHT TIME:

Total time from the moment the **main** passenger boarding door is closed for **departure** until the moment the aircraft is parked **and** the **main** passenger boarding door is **reopened** for disembarkment.



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2.18 FLIGHT TIME CREDIT HOURS

Units of **time** that a Pilot **earns** for accumulating **time** towards his/her **maximum** monthly flight **time** limitation.

2.19 GUARANTEED DAY OFF (GDO):

An unbroken period of at least **twenty-four** (24) hours off duty commencing at 0001 hours at the **Pilot's** home base.

2.20 MINIMUM MONTHLY GUARANTEE (MMG):

The **minimum** monthly salary to be paid to Pilots in accordance **with Article 17.11**

2.21 MONTH:

A complete calendar month for all purposes of the Agreement **including** pay **and** night-time **limitations**, except **that in** other **than a leap year, February** shall **be** the period from January 31st to March 1st inclusive **and in a leap year February** shall **be** the period from January 31st to February 29th inclusive.

2.22 OPEN FLYING:

Flights or pairings that are left out of **the block awards** because they do not fit **into a** schedule and/or **flights** or **pairings** that become available after **the awarding of** schedules.

2.23 PAIRING

A series of flights **that** takes the **Pilot** away **from** his/her home base and **that** ends with a flight that **returns** the **Pilot** back to his/her home base.

2.24 PILOT

A Captain or First Officer.

2.25 PPC

Pilot Proficiency Check.

2.26 PROMOTION

Change in classification **from** First Officer to Captain.

2.27 RESERVE:

A **period** of time during **which** a Pilot must be available (on call) in accordance with Article 13.13

2.28 REST PERIOD:

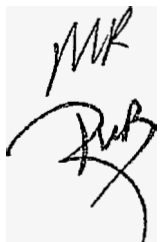
A period of **time** free of all **duty** with the Company in accordance with Article 13.9

2.29 UNFORSEEN CIRCUMSTANCES:

Events beyond the Company's **control** such as, but **not** limited to, unexpected adverse **weather** conditions, mechanical failure of equipment, delays in air traffic control, etc.

2.30 VACATION YEAR:

The period from April 1st to March 31st inclusive.



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ARTICLE 3: JURISDICTION & SCOPE OF THE AGREEMENT

3.1

The Company recognizes the **Association** as the sole bargaining agent for "all pilots of CanJet Airlines, A Division of I.M.P. Group Limited, excluding the Chief Pilot and those above the rank of Chief Pilot" as certified by the Canada Industrial Relations Board.

3.2

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 certificate issued by the Canada Labour Relations Board then in effect shall **not** be affected in any way, except as otherwise governed or directed by the Board. In any event, the provisions of the Canada Labour Code, Part 1, in dealing with such events shall apply.

ARTICLE 4: MANAGEMENT RIGHTS

4.1

It is the exclusive right of the Company, subject to the terms and conditions of the Agreement, to: determine the **policy** of the Company; manage and **direct** its operations; maintain order, **discipline** and efficiency; and **hire**, discharge, classify, promote and layoff **employees**. All functions, rights, **powers** and authorities, which the Company has not specifically abridged, deleted or modified by this **Agreement**, are recognized by the Association as being retained by the Company.

ARTICLE 5: STRIKES & LOCKOUTS

5.1

This Agreement provides for the just settlement of disputes within the **jurisdiction** of this Agreement, **which** may arise between the parties hereto, and binds them to accept and abide by a decision of an Arbitrator, **should** they fail to settle **such** disputes.

5.2

It is therefore agreed by the parties hereto, that during the life of this Agreement or while in **negotiations** for its amendments, or renewal, **there shall** be no illegal strikes, slowdowns, stoppages of work or other interference with operations by the employees covered by this Agreement which **constitute** a strike; **nor** any lockout by the Company.



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ARTICLE 6: COOPERATION

6.1 Withholding of Association Dues

6.1.1

The Company shall deduct Association dues from the salary of all Pilots in the bargaining unit.

6.1.2

The Company agrees to change the percentage of Association dues deducted from each Pilot in the bargaining unit when a new rate is advised by the Association, provided that the new rate is effective at the beginning of a pay period, and provided that the Company has been informed, in writing, at least thirty (30) days before such change becomes effective.

6.1.3

The amount of Association dues deducted shall be remitted with a statement to the Association by mail on or before the fifteenth (15th) day of the month following the month in which the dues have been deducted. The Company will, at the time of making such remittance to the Association, specify the Pilots from whose pay such deductions were made and the amount of each deduction.

6.1.4

The Association shall indemnify and save harmless the Company, including its agents and employees from any and all claims or actions brought by a Pilot arising out of or in any way related to the deductions made in accordance with this Article.

6.2 Bulletin Board & Employee Mail Slot

6.2.1

The Company agrees to designate a bulletin board in the crew room for Association use for the purpose of posting communiqué to bargaining unit members and that a copy is also provided to the Director, Flight Operations.

6.2.2

The Company agrees to the circulation of Association correspondence into individual employee mail slots provided it is enclosed.

ARTICLE 7: SENIORITY & SENIORITY LIST

7.1 Seniority General

7.1.1

Bargaining Unit Seniority on the seniority list will begin to accrue from the first day on which the Pilot commences training and will continue to accrue except as otherwise provided for in this Agreement.

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7.1.2

Where **two (2)** or more Pilots are hired **on** the same date, **their** position on the seniority list shall **be** determined by the drawing of lots **within their** respective ground school.

7.1.3

Subject to the provisions of this Agreement, bargaining unit seniority shall **govern** layoff, permanent reduction of the workforce, recall, scheduling and vacation award, **transfers** to a base, **within** classification, opportunity to be considered for Captain Upgrade Program and flying Company aircraft (Only Pilots listed on the seniority list may fly Company aircraft unless otherwise provided for in this Agreement).

7.1.4

A Pilot shall lose **his** seniority if he resigns, is discharged for **just** cause, or if he forfeits **his** seniority pursuant to any article of this Agreement.

7.2 Bargaining Unit Seniority List

7.2.1

The Company shall establish **and maintain** a Seniority List showing for each Pilot **listed** thereon:

- (i) Seniority Number;
- (ii) Employee Name;
- (iii) Bargaining Unit Seniority Date;
- (iv) Classification – Captain or First Officer; and
- (v) Status

7.2.2

The Company shall publish the Seniority List which is to be updated semi-annually on January 31st and July 31st. A copy of the Seniority List will be posted on the Association bulletin board, and a copy will be placed in each Pilot's mail slot. The list shall be open for correction for a period of thirty (30) calendar days from the date of posting, upon a Pilot or a representative of the Association presenting proof of an error.

7.2.3

The Seniority List will form part of this agreement and is attached hereto as "Appendix A"

ARTICLE 8: LAY-OFF & RECALL

8.1

The Company shall provide a minimum of two (2) weeks written notice of a lay-off to the Pilot(s) and shall post a copy of the notice of lay-off on the Association bulletin board.

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8.2

When a reduction of **the Pilot** workforce is necessary, Pilots shall **be laid off in** reverse order of **seniority**.

8.3

The Company shall **notify** Pilots of recall, **in** order of seniority, by registered **mail** to the **Pilot's** home address. **Pilots** must **respond** by telephone to **the contact** indicated in **the letter** of recall **within five (5) business days** of receipt of the letter of recall **and** shall also provide written confirmation, delivered in **person** or sent by registered **mail** to the Human Resources Department, **within five (5) business days** from **the date** of telephone contact. It is **the** responsibility **of the Pilot** to **notify the Company of** any **change** of address. **Pilots** that do **not** respond **to the letter of recall** shall be considered to have resigned, **and** shall lose **all** seniority rights.

8.4

Pilots accepting a recall must **report** for duty **within three (3) weeks from** the date of the letter of recall, or on **the date** required **if later than three (3) weeks from** the date of **the** letter of recall.

8.5

Pilots that do **not** accept a recall shall **be** considered to have resigned, and shall lose **all** **seniority rights**.

8.6

Pilots on layoff shall maintain their seniority and right of recall for a period **of thirty-six (39) months** from date of layoff.

8.7

In the event of a lay-off in which **a Captain** bumps into a **First Officer position**, the Captain shall be paid at the **top** level of the **First Officer scale** for the duration of time spent as a **First Officer**.

ARTICLE 9: DISCIPLINE & DISCHARGE

9.1

Discipline or discharge initiated by the Company shall be for **just and** sufficient cause.

9.2

When discipline or discharge **action** is **taken**, the Pilot **and the Association** shall receive copies of all **letters** placed on **the Pilot's file** pertaining to such discipline **or** discharge.

9.3

Prior **to** a scheduled meeting which may **result in** discipline **or** discharge, **the Company** shall verbally advise the Pilot of the reasons for the meeting. The Pilot shall have **the right** to have an **Association** representative present for **the meeting**. **During** the meeting, the Pilot and his Association representative shall be given the opportunity to present evidence and respond **to the** allegations made against the **Pilot**.

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9.4

A **Pilot** who has been disciplined with a loss of pay, suspended pending discharge or **discharged, and who** considers herself/himself **unjustly** dealt with, may file a grievance in accordance with Article 10.

ARTICLE 10: GRIEVANCE PROCEDURE**10.1**

The Company and the Association recognize that grievances may arise as a difference between the parties concerning the interpretation, application or administration of this Agreement. The Company, Association, or a pilot(s), **shall** have the right to file a grievance where there is any dispute of difference **as to** the interpretation or application of the collective agreement.

10.2

A Pilot **shall** have the right to representation by the **Association** at any stage of the grievance procedure. **The** Company shall take reasonable steps to ensure the release from duty of any Association representative.

10.3

Any **Pilot who considers** himself aggrieved **shall** attempt to **obtain** a satisfactory settlement with the Director, Flight Operations or his designate **and** may choose to be accompanied by his **Association** representative. If the matter has not been resolved, a grievance may be filed **in writing within thirty (30) days** of the occurrence **giving rise to the** grievance; otherwise the **matter** is deemed to be abandoned.

10.4 Step 1

The Association shall **submit** a written grievance within **thirty (30) days** of the occurrence giving rise to the grievance, signed by the grievor, **to** the Director, **Flight** Operations or his designate, **who** may convene such meetings as he deems necessary **and**, in any event, whose decision **shall** be rendered in writing within **fourteen (14) calendar days**.

10.5 Step 2**10.5.1**


Within **fourteen (14) calendar days** of receipt of the Step 1 **decision**, the **Association** may advance **the grievance** to the Director, Human Resources who will convene a meeting to review the grievance **and** provide a decision in **writing** within **fourteen (14) calendar days**.

10.5.2

A grievance **not** progressed within the specified **time limits** **shall** not be subject **to** further appeal. A decision not rendered by the Company within the specified **time limits** may be progressed **to** the next step of the grievance process.

10.5.3

The time limits specified may be extended by **expressed mutual consent** between the Association and the Company.



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10.5.4

A grievance not settled at Step 2 of the process may be progressed to Arbitration in accordance with Article 11 of this agreement.

10.5.5

The parties, upon request, shall provide each other with copies of all documents relevant to the grievance.

ARTICLE 11: ARBITRATION**11.1**

If the grievance is not satisfactorily settled at Step 2, the grievance may be referred to arbitration, within thirty (30) calendar days after the Step 2 decision is rendered.

11.2

The parties agree that grievances will be heard by a single Arbitrator who will be mutually agreed upon by the parties. If mutual agreement is not reached, either party may apply to the Minister of Labour for the appointment of an Arbitrator.

11.3

The Arbitrator shall have all of the powers granted to arbitrators under the Canada Labour Code.

11.4

The Company and the Association shall each pay one half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses.

ARTICLE 12: LEAVES OF ABSENCE**12.1.1**

Upon written request to the Director of Flight Operations, a Pilot may request, and based upon operational requirements, may be granted, an unpaid leave of absence for a period not to exceed Sixty (60) days. This period may be increased by mutual consent of the Company and the Association. Human Resources will administer all leaves of absences, and will notify the Association of approved leaves of absence.

12.1.2

When a leave of absence is granted, the Pilot shall retain and accrue his/her seniority rights. However, should the Pilot engage in other unauthorized employment while on an approved leave of absence, he/she may be subject to disciplinary action.



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12.2 Maternity Leave

12.2.1

Pilots who are eligible for maternity leave are entitled to the terms and conditions for such leave in accordance with the *Canada Labour Cod.* Female Pilots may take maternity leave without pay and will be eligible for Company benefits as provided ~~for~~ under Article 17.14 of this Agreement.

12.2.2

A Pilot will give the Company at least four (4) weeks written notice along with a medical certificate from her physician indicating her expected delivery date, and her request for maternity leave, unless there is a valid reason why that such notice cannot be given. The Pilot will also indicate the date she wants to begin her maternity leave as well as her planned return to work date. Should a Pilot wish to change the planned return to work date she provided to the Company, she must give the Company four (4) weeks notice of the new planned return to work date.

12.2.3

Maternity leave will commence no sooner than eleven (11) weeks prior to the expected delivery date.

12.2.4

Maternity leave can be for up to a maximum of seventeen (17) weeks, unless the maternity leave is terminated earlier as per Article 12.2.2.

12.2.5

During maternity leave, a Pilot's seniority, years of service, travel benefits and Company provided health and medical coverage (subject to the employee remitting required premiums) will not be affected.

12.3 Reassignment During Pregnancy

12.3.1

A Pilot who is pregnant or nursing, may, during the period from the beginning of the pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Company to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child.

12.3.2

A Pilot's request for reassignment under Article 12.3.1 must be accompanied by a certificate of a qualified physician indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

12.3.3

Should a Pilot's physician deem at any time that the continuation of a Pilot's duties of: reassignment to any position may pose a risk to the health of the Pilot or the fetus, the Pilot will be eligible to apply for benefits under the Company's Short Term Disability Program.



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12.3.4

If reassigned to another position, the Pilot will continue to be paid at her regular rate of pay.

12.3.5

The reassignment selected will be to a position **for which** the Pilot is qualified and can reasonably perform.

12.3.6

If reassignment cannot be immediately facilitated, the Pilot may stop working until the reassignment is made or **until** her delivery date. **In this case**, she shall be eligible to apply for benefits **under the Company's Short Term Disability Plan.**

12.3.7

A Pilot who exercises the right granted to her under this Article will retain all the benefits (subject to the Pilot paying required premiums) related **to the job** she held before the reassignment or before she stopped working.

12.4 Parental Leave**12.4.1**

A Pilot who has completed six (6) consecutive months of continuous employment with the Company will be **entitled** to a Parental Leave of Absence for a maximum of thirty-seven (37) weeks without pay, when a child **has or will come into the Pilot's actual care and custody, during the fifty-two (52) weeks** following the date that the child is born or the date the child is placed in the **Pilot's** care:

- (a) upon the expiry of time taken off in accordance with the terms and conditions of maternity leave without pay; or
- (b) on the date of the child's birth; or
- (c) on the date when the Pilot takes the child into their custody and care; or
- (d) upon the expiry of the time taken off by the child's mother under the terms and conditions of maternity leave.

12.4.2

During parental leave, a Pilot's **seniority**, years of service, travel benefits and Company provided **health** and medical coverage (subject to the Pilot remitting required premiums) will not be affected.

12.4.3

If two (2) employees of the Company are involved, the maximum duration of leave of absence that the employees may take under this Article is thirty-seven (37) weeks.

12.4.4

The total combined duration of maternity and parental leave cannot exceed fifty-two (52) weeks.



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12.5 Bereavement Leave

12.5.1

Pilots who are active at work at the time of death of a family member are eligible for bereavement leave. Those Pilots who are on lay-off, vacation, or otherwise off work for any reason are not entitled to additional time off in the form of bereavement leave.

12.5.2

When a member of a Pilot's immediate family dies, the Pilot is entitled to paid time off for bereavement for **any** days scheduled to **work** during the next three (3) calendar days, commencing the day after the date of the **death**.

12.5.3

In the case of the death of an immediate family member, should travel beyond 500 kms be required, **an** extension of **two** (2) additional **paid bereavement** days will be added to **the three** (3) calendar **days** commencing **the** day after the date of the **death**, should the Pilot have been scheduled to **work** on these **days**.

12.5.4

Immediate Family is defined as spouse, common-law partner, child, stepchild, parent, stepparent, brother, stepbrother, sister, stepsister, grandparent, grandchild, mother-in-law, and father-in-law of the Pilot.

12.5.5

When a member of a Pilot's extended family dies, the employee is entitled to one paid bereavement day for the purpose of attending at the **funeral or service**.

12.5.6

Extended **Family** is defined as brother-in-law, sister-in-law, son-in-law, daughter-in-law, **aunt**, uncle, nephew, or niece of **the Pilot**.

12.5.7

A **Pilot must** immediately **inform** his/her manager of **the death** and the **relationship** of the deceased, and the expected date of return to **work**.

12.6 Compassionate Care Leave

12.6.1

Pilots **are** entitled to **an** unpaid leave of absence of **up** to eight (8) weeks to provide care or **support** to a family member with a serious medical **condition** and a significant **risk** of death within twenty-six (26) weeks.

12.6.2

Weeks of leave can **only** be **taken** in periods of not **less than** one week duration.

12.6.3

The Pilot must provide a certificate from a legally **qualified** medical practitioner stating that **the** family member has a serious medical **condition with a** significant risk of death within **twenty-six (26) weeks**.



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12.6.4

For the purposes of Compassionate Care Leave, Family Member is defined as a spouse or common-law partner of the Pilot; child of the Pilot, or child of the Pilot's spouse or common-law partner; or parent of the Pilot, or spouse or common-law partner of the parent.

12.6.5

The unpaid Compassionate Care Leave may commence on the day the medical certificate is issued, and ends upon the death of the family member, or when the twenty-six (26) week period has expired.

12.7 Jury & Witness Duty**12.7.1**

Pilots will be granted time off due to jury duty, coroner's inquest, court witnesses (civil or criminal), and shall continue to accrue seniority, wages and benefits. The provisions of this Article shall not apply to a Pilot who, of their own volition, directly or indirectly has an interest in the Court proceedings.

12.7.2

Pilots must provide the Company with a copy of the official notification to appear before a court in one of the above proceedings.

12.7.3

Time off to attend any proceedings which involve the Company shall be granted without loss of seniority, wages or benefits.

12.8 Association Leave**12.8.1**

Leaves of absence for the purpose of Association business shall not be unreasonably denied. Such leaves shall be without pay unless otherwise provided by this Agreement

12.8.2

Requests for Association releases must be in writing by the MEC Chair and submitted to the Director, Flight Operations for authorization as far in advance as possible.

12.8.3

Flight releases granted in advance shall be included in the schedules and given a credit of four (4) hours per day. Flight releases granted after the block awards shall be given the scheduled credit as it appears in the block.

12.8.4

Pilots on approved Association leave will be maintained on the Company payroll.

12.8.5

The Company shall assume the cost of flight releases for grievance handling meeting with the Company, collective bargaining and any other meetings requested by the Company.



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12.8.6

Flight releases ~~for~~ Association business ~~not~~ indicated in 12.8.5, when granted in advance and are included in the ~~bits~~ monthly ~~block~~, shall be billed to the Association at ~~four (4)~~ hours times the ~~Pilot's~~ hourly rate, per day.

12.8.7

When flight releases are approved after the block awards, the Association shall be billed as follows:

- i) where the released Pilot's flight(s)/pairing is covered by a ~~Pilot~~ on reserve, and the actual flight time credits do ~~not~~ take the reserve Pilot over 85 ~~night hours~~ for the month, the Association will not be billed for the release.
- ii) where the released ~~Pilot's~~ flight(s)/pairing is covered by a Pilot on reserve, and the actual flight time credits do ~~take~~ the reserve ~~Pilot~~ over 85 flight hours ~~for~~ the month, the Association will be billed for the difference between 85 hours and the hours over 85 hours, at the Pilot's applicable overtime rate.
- iii) releases covered by a Pilot that is not on reserve, will be billed to the Association at the actual flight time credits to cover the release.

12.8.8

A Pilot on ~~Association~~ leave as per this Article shall retain and accrue seniority ~~rights~~; pay progression, ~~vacation~~ entitlement and ~~travel~~ pass benefits as if the Pilot was ~~working~~ for the Company for the duration of his/her ~~Association~~ leave.

ARTICLE 13: SCHEDULING – BLOCK RULES

13.1 OBJECTIVES

The fundamental objectives of the Block Rules are to provide an orderly method of flight assignment consistent with the provisions of this Agreement and to provide coverage ~~for~~ all flights in an efficient manner.

13.2 AMENDMENT OF BLOCK RULES

13.2.1

The Block Rules shall be subject to amendment upon agreement between the Association and the Company.

13.2.2

The Association or the Company may reopen the Block Rules for discussion, as required, upon written notice to the other party.

13.2.3

Where notice to reopen the Block Rules for discussion is provided and no agreement can be reached, the Block Rules as outlined in this Agreement shall continue in full force and effect.

*MR
RUB*

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13.3 ADMINISTRATION OF PREFERENTIAL BIDDING

13.3.1

The **Association** and the Company agree to a preferential bidding system in accordance with the ~~ides and procedures~~ and **Pilot seniority** as outlined in this Agreement.

13.3.2

In the event of modifications to the flight schedule **i.e. flight cancellations**, alterations or additions, the Company reserves the right to **delay** bid packages and/or amend already disseminated **schedules** as necessary with advisement to **the** Association. After the blocks have been awarded **and** published, **changes** may **only** be made to the blocks where they **do not conflict** with **pairings** in the **Pilot's** original schedule.

13.3.3

Monthly schedules retained by Crew Scheduling shall take precedence over electronic version e.g. **extranet** and shall be definitive.

13.3.4

Pairings **shall** be prepared by the Company.

13.3.5 **Pilots** shall bid ~~for~~ any of the following:

- i. **Pairings**
- ii. **Reserve**
- iii. **Guaranteed Days Off**

13.4 SCHEDULING COMMITTEE

The Company and the **Association** will **form** a **scheduling** committee to monitor the application of the **Block Rules** as outlined in this Agreement.

13.5 BIDDING PROCEDURES

13.5.1

Pairings for the following **month** shall **be** prepared by the Company **and** distributed for review to **the** Association scheduling committee no **later** than 1700 hours local on **the** tenth (10th) day of each month. **The** Association Scheduling Committee shall have **until** 1700 hours local on the eleventh (11th) day of each **month** to advise **the** Company of any issues or concerns with the proposed **pairings**. The **bid** packages will **be** distributed to each Pilot's **mail** folder no later than 1800 hours on the twelfth (12th) day of **the** month. A copy of the bid **package** will be faxed to each layover hotel **requesting** distribution to **Pilots** that **are** at the hotel on the **day** the bid packages **are** distributed to the **Pilots'** mail folder.

13.5.2

The bid **package** will include but not be limited to the **following**:

- A) Bid sheet **and** monthly calendar
- B) **Pairings will include the following information**:
 - i. **ON/Off duty** times
 - ii. **Total flying** time



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- iii. Total duty time
- iv. Layover hotels
- v. Scheduled arrival and departure times
- vi. Dates of operation
- vii. All known flying
- viii. All known reserve
- ix. Aircraft type

C) The names and classification of all Pilots who will be scheduled for Company training, any anticipated leaves of absence (5 days or greater), returning from leave, change of classification and/or qualification, awarded vacation for the applicable month and carry-over flying.

13.5.3

Pilots will have until 1700 hours on the sixteenth (16th) day of each month to submit their bid sheet for the following month, which they will deposit in the bid box provided by the Company in the crew room. In no case shall Pilots have less than four (4) days to bid.

13.5.4

Pilots shall be awarded blocks on order of seniority within their classification.

The monthly blocks will be constructed by the Company, who will then publish a copy to each Pilot no later than 1800 hours on the twenty-third (23rd) day of each month.

Exception: In December, for January blocks, the Company shall publish the blocks no later than 1800 hours on the twenty-first (21st) of December.

13.5.5 Open Flying During Block Construction

Open flying will be published with the block award. Pilots will have until 1700 hours on the twenty-fifth (25th) of the month or no less than two (2) days after the publishing of the block awards to submit their open flying bid for the following month. A Pilot who is absent from his/her base for Company reasons, or who is on an approved leave or on vacation at the time the open flying bid is issued may submit his/her bid via facsimile. All other bid sheets shall be submitted via the Company provided bid box. Open flying shall be awarded by the Company no later than the twenty-seventh (27th) of the month at 1800 hours.

13.5.6

The blocks as published will not be deemed final until resolution of any Pilot protests, but in any case will not be later than 1700 on the twenty-fifth (25th) day of each month. Protests will be handed in the following manner:

- i. A Pilot will submit his/her protest in writing to the scheduling committee no later than 0800 hours on the twenty-fifth (25th) day of the month. Exception: December: on the twenty-third (23rd) day.
- ii. The Association scheduling committee will meet with the Company at a mutually agreed upon time on the twenty-fifth (25th) day to resolve any protests received.
- iii. No request for shift trades will be actioned until all protests have been resolved.
- iv. The Company will respond in writing by the twenty-seventh (27th) day of each month to all Pilots who have submitted a protest.

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13.5.7

If a Pilot does **not** submit a bid or if the bid is late, a Pilot's *standing* bid will be utilized for the purpose of awarding his/her **monthly block**. In the circumstance whereby no standing bid is **on file**, the Pilot shall be assigned a schedule by the Company.

13.5.8

A Pilot who is absent from his/her base for Company reasons, or who is on an approved leave or on vacation at the time the bid sheets are issued may submit his/her bid via facsimile. All other bid sheets shall be submitted via the Company provided bid box.

13.5.9

The Company has the light to adjust the blocks to ensure the Pilot's bid is within the window limitations.

13.5.10

Pilots must be released to the line in his/her awarded position prior to bidding a monthly schedule. Pilots who have been released to the line after the bid period has closed will be assigned a monthly block after all others in their classification have been awarded their blocks.

13.5.11

Vacation periods, carry-over flying, training (including line indoctrination nights) will be placed on a Pilot's block prior to his/her bid preference.

13.5.12

A Pilot shall not bid for more than three (3) single days off.

Ex: Work Day/GDO/Work Day – in this instance the GDO is a single day off.

13.5.13

The Company will provide reserve requirements in the bid package, for which Pilots may bid. Any un-bid reserve will be assigned in reverse order of seniority within classification.

13.5.14

The Company may assign pure reserve blocks in reverse order of seniority within classification based on flying requirements. A Pilot who has not been assigned a flight after one (1) consecutive month, must be assigned a flight to maintain proficiency.

13.5.15

When bidding continuous duties, the Pilot shall bid for a minimum of two (2) consecutive continuous duties.

13.5.16

All bid sheets must be signed by the Pilot for validation purposes.



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13.5.17 Standing Bid

13.5.17.01

All Pilots released to the line in their awarded position are encouraged to submit a standing bid.

13.5.17.02

A Pilot may update his/her standing bid at anytime.

13.5.17.03

A Pilot's standing bid must be signed by the Pilot for validation purposes.

13.6 ERRORS & DOUBLE BLOCKING

13.6.1

Errors discovered after the blocks are published and distributed will be corrected to the mutual satisfaction of the Company and the Association consistent with this Agreement. Affected Pilots shall be notified immediately after the error is discovered.

Changes will not affect previously awarded Guaranteed Days Off (GDOs). Pilots will be paid whichever is the greater of the original pairing or the amended pairing hours.

13.6.2

When double blocking occurs, the senior Pilot, within classification, will be granted the choice of operating the flight/pairing or being subject to reassignment.

13.6.3

Where a reserve Pilot is assigned to operate a flight(s) or pairing(s) and a Pilot is scheduled to operate the flight, the originally scheduled Pilot will operate the flight(s) or pairing(s). The reserve Pilot shall remain on reserve or be assigned a new pairing.

13.7 BLOCKING REGULATIONS

13.7.1

For bidding purposes, the monthly window for a regular block shall be between eighty (80) and Ninety (90) flight time credit hours and between Seventy (70) and Seventy-nine (79) for a mixed block.

A mixed block will be any block whereby there are more than four (4) reserve days. Any block that has four (4) reserve days or less will be considered a regular block.

13.7.2

Flights/pairings that are un-bid and cannot be awarded within the maximum hours in article 13.7.1 shall be placed in open flying and awarded as per articles 13.5.5 & 13.15.

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13.7.3

The **maximum monthly** flight time limitation for each Pilot in any month including overtime recorded at straight time for this purpose, shall be the night Time Limitations as specified in the *Canadian Aviation Regulations, Section 700.15*.

13.7.4

When a change in the calendar month occurs during a duty period, the flight time credit hours are applied to the month in which they are worked. The change in the calendar month will be calculated based on the time zone in which the Pilot reported for duty on the last day of the month.

13.7.5

A record of each Pilot's accumulated flight time shall be maintained by the Company and made available to the Pilot concerned on request. A record of all flight time, overtime, and other credits will be maintained by the Company and may be reviewed by the Pilot or the Association upon request.

13.8 DUTY PERIODS

13.8.1.1

Regular scheduled Flight Duty Time shall not exceed fourteen (14) hours.

13.8.1.2

Deadheading time preceding a flight is included in the calculation of the duty period.

13.8.2 Beginning & End of Duty Periods

13.8.2.1

A duty period shall commence:

- i. one (1) hour prior to the scheduled departure time;
- ii. one hour thirty minutes (1:30) for all flights requiring customs pre clearance and/or aircraft security checks.

13.8.2.2

A duty period shall end:

- i. fifteen (15) minutes after the arrival at the gate of the last flight operated by the Pilot;
- ii. fifteen (15) minutes after the arrival of a deadhead flight;
- iii. thirty (30) minutes after the arrival at the gate of a flight where customs clearance is required.

13.8.2.3

If, because of unforeseen operational circumstances, a Pilot foresees that his/her flight duty time will be longer than fourteen (14) hours; the decision to continue beyond these limits is left to his/her discretion. If he/she agrees, he/she may extend his/her flight duty time up to an absolute maximum of seventeen (17) hours.

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13.8.2.4 Flight Crew Positioning

Where a **Pilot** is required to deadhead ~~for the purpose~~ of positioning after the completion of flight duty ~~time~~, the **Pilot** shall be provided with ~~an additional~~ rest ~~period~~ at least equal to one ~~half the time~~ spent traveling that is in excess of the ~~Pilot's~~ ~~maximum flight duty time~~.

The Company ~~shall make~~ every reasonable attempt to ensure that ~~the~~ deadhead flight is planned to depart no ~~later~~ than three (3) hours ~~after~~ the scheduled arrival time of the last flight flown by the Pilot.

13.8.2.5

The maximum scheduled duty period may be extended to fifteen (15) hours to facilitate the deadheading of Pilots back to home ~~base~~ at the end of a pairing.

13.8.3 Delays

13.8.3.1

Crew Scheduling reserves the right to modify the report times based on operational circumstances, ~~which~~ could reflect a lesser or a greater report time. In this case 13.11.4 shall apply for any ~~flights~~ lost as a result of the modification.

When a **Pilot** is notified of a delayed report time of three (3) hours or more and less than ten (10) hours; the commencement of the Pilot's duty period will be adjusted to reflect three (3) hours later than originally scheduled. In this case 13.11.4 shall apply for any nights lost as a result of the delayed report time.

13.8.3.2

When a **Pilot** is notified of a delayed report time of ten (10) hours or more, the commencement of the ~~Pilot's~~ duty period will be adjusted to reflect one (1) or one and one half (1.5) hours prior to the departure time of the first flight. In this case 13.11.4 shall apply for any flights lost as a result of the adjusted report time.

13.8.3.3

When a **Pilot** arrives at work without having been informed of the delay, the duty period shall begin at the original time at which he was to present himself for work.

13.9 REST PERIODS

13.9.1

Rest period is the interval of time between two (2) duty periods free from all duty with the Company. The minimum length of time of a rest period varies based on the duty period preceding it and the location at which it is taken.

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13.9.2 Minimum Length of Rest Period

13.9.2.1

Twelve (12) Hours at home base.

The **minimum** scheduled off **duty** rest period will not be less than twelve (12) hours at the Pilot's home base. Where a flight /pairing arrives at the Pilot's home base after the scheduled arrival time and the Pilot would not be able to operate **their** next flight, the rest period may be reduced to ten (10) **hours** and **fifteen** (15) minutes provided the Pilot has eight (8) **hours** of prone rest. In this instance the **Pilot** would be offered the **option** of being provided with accommodation at a **hotel** in the vicinity of the airport, and if the accommodation **is** accepted, the Pilot would be eligible for **any** applicable per diems.

13.9.2.2

The minimum rest period away from home base is ten **hours** and fifteen minutes (10:15).

13.9.2.3

Where a break in-between flights is for a period of five(5) hours or more and away from home base, **Pilots** will be granted an individual day room at a **hotel** of the Company's choice.

13.9.2.4

If, because of unforeseen operational circumstances, the **duty** period exceeds the maximum **duty** period, the **minimum** length of the rest period that follows shall be extended by the same **number** of **hours** as that by which the **maximum** duty period was exceeded.

13.9.2.5

The Company shall not interrupt a Pilot's **minimum** crew rest as outlined in this article in order to assign him/her **duty**. Any interruption of the **minimum** crew rest shall constitute a recommencement of the **minimum** crew rest unless it is **two** hours prior to **check-in** at home base, or **one** hour prior to **check-in** away from home base.

13.9.2.6

Crew rest provisions shall apply for the period between the end of a pairing and the commencement of training and the commencement of a pairing.

13.10 GUARANTEED DAYS OFF (GDOs)

13.10.1

Each Pilot available to work a full month shall have a **minimum** of ten (10) days off per month at his/her home base scheduled in his/her block, eight (8) of which will be guaranteed days off. A Pilot **not** available to work a full month shall have his/her guaranteed days prorated as per Article 13.20.

13.10.2

Guaranteed days off (GDO's) shall commence at 0001 hour local time at home base.



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13.10.3

A Pilot shall not be blocked for more than seven (7) consecutive calendar days, and in any case shall not be required to work in excess of nine (9) consecutive days unless mutually agreed upon.

13.10.4

Pilots blocked for seven (7) consecutive working days shall then receive no less than two (2) consecutive days off immediately following the seven (7) consecutive days worked.

13.10.5 Working on a Guaranteed Day Off**13.10.5.1**

A Pilot will be paid four hours and fifteen minutes (4:15) at his/her overtime rate for each day operated on a guaranteed day off, and for each day worked that brings a Pilot to less than ten (10) days off in any given month, or the Pilot shall have the option of having the GDO replaced within the current month on a mutually agreed upon day. If the GDO cannot be replaced in the current month the Pilot shall receive the four hours and fifteen minutes (4:15) at his/her overtime rate for each guaranteed day off on which the Pilot worked. The 4:15 credit for each day shall be for pay purposes only and is not added to the total flight time credit for the purpose of calculating monthly overtime entitlement. The actual flight hours worked on a GDO, and for each day worked that brings a Pilot to less than ten (10) days off in any given month, will be added to the Pilot's monthly flight time hours total for overtime purposes.

13.10.5.2

When a Pilot agrees to carry out a pairing during a guaranteed day off and thus cannot work a pairing already provided for in his flight block, he shall be subject to reassignment and Article 13.11.4 shall apply.

13.10.5.3

Where a duty period extends into a scheduled GDO, the pilot shall operate the flight. The pilot shall have the option of having the GDO replaced within the current month on a mutually agreed upon day, or they will receive four hours and fifteen minutes (4:15) at his/her overtime rate. If the GDO cannot be replaced within the current month, 13.10.5.1 shall apply.

13.11 REASSIGNMENT/CHANGE IN PAIRING**13.11.1**

No pairing shall be withdrawn from a Pilot's flight block unless it is due to:

- Cancellation of the flight or consolidation
- Misconnection, substitution, insufficient crew rest or duty period limitations
- Non-compliance with the provisions of this Collective Agreement
- Non-compliance with the *Canadian Aviation Regulations*

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- **A change in crew for purposes of a training flight or check flight**

13.11.2

Article 13.14 notwithstanding, Crew Scheduling may, with **the Pilot's agreement**, withdraw any pairing **from his flight block**.

In the **above** cases the Pilot **will** be subject to reassignment **and** may be reassigned in accordance with **the following**:

- i) If a pairing **or portion** thereof is cancelled, the Pilot may be reassigned to operate **another flight(s)** or be placed on Reserve for the **period of the original pairing or portion** thereof.
- ii) If the Pilot is subsequently reassigned he **may** be required to **work** outside of his **originally** scheduled duty period. **Should** this reassignment result in the loss of the **Pilot's next** scheduled flight, the **Pilot is** subject to reassignment **for** those flights lost **and will** receive the greater of the original flights/pairing or the actual flight time credits.
- iii) **Pilots** will receive credit for the greater of the **original pairing or flight(s)** or the actual pairing **or flight(s)** operated.

13.11.3

When a pairing is withdrawn **from a Pilot's night block** and assigned to **another Pilot** for training **or check flight** purposes, the **first Pilot** shall be subject to reassignment **and** will receive credit **for the greater of** the original pairing **or flight(s)** or the **actual pairing or flight(s)** operated.

13.11.4

If the **Pilot's pairing** is changed after flight blocks are published, he shall be entitled to the flight time credits **for** the original or revised pairing, whichever is **the greater**.

13.11.5

A pairing awarded as **the** result of reassignment cannot overlap the following month if the flight blocks **for** the **following month** are not yet published.

13.11.6 Reassignment to Reserve

13.11.6.1

Where a single day pairing is **lost**, reassignment to reserve will be from the start time **until the off duty time of the** scheduled pairing.

13.11.6.2

Where a two day pairing is **lost**, reserve on the first day will start **from the pairing's** scheduled report time until 2000 local. Reserve on the last day will start at 0600 local and end on the pairing's scheduled off duty time.

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13.11.6.3

Where a pairing scheduled to operate more than two(2) days is lost, all days that fall in between the first day and the last day of the scheduled pairing, will be reassigned to the Pilot as reserve days. In this case, the reserve hours shall be from 0600 – 2000 local. In any case, the company reserves the right to assign a flight or pairing to the reserve day(s) in which case the hours will be adjusted for crew rest purposes.

13.11.6.4

A Pilot that is net originally scheduled to operate an overnight pairing may not be reassigned an overnight pairing without consent of the Pilot.

13.12 Removal

A Pilot may only be removed from a flight or pairing at Company request to perform the following:

13.12.1

To perform non-flying duties on a voluntary basis. The Pilot shall receive the scheduled credit hours for the pairing or portion of the pairing missed.

13.12.2

To be trained. The Pilot shall receive the scheduled credits missed or training credits, whichever is greater.

13.12.3

To prevent a cancellation/delay as per article 13.15. The Pilot shall receive the greater of the original pairing/flight(s) or the actual credits for the pairing/flight(s) operated and will be subject to reassignment for the remainder of the originally scheduled pairing/flight(s).

13.12.4

As a result of disciplinary action.

13.13 RESERVE

13.13.1

All rules regarding reserve shall be applicable to Pilots both at and away from home base.

13.13.2

The duration of a reserve day shall be indicated on the Pilot's monthly bid package and such reserve day shall not exceed the maximum scheduled duty period as per article 13.8.1.1

13.13.3

While on reserve, Pilots are responsible to be contactable at all times during his/her reserve hours. Pilots are responsible to provide a primary contact number to Crew Scheduling and may provide an alternate number, but in any case no more than two (2) contact numbers are permitted.



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13.13.4

Pilots shall be well rested **for any** type of **flying** assigned on a **reserve** day and be available to report **for duty** within **two (2) hours following** notification by Crew Scheduling. Where a Pilot **may** not receive **the full two (2) hour** notification, reasonable attempts should be **made by the Pilot** to arrive at the airport prior to the departure of the flight. Where a Pilot is not **able** to arrive **prior** to **flight** departure, the **Pilot** shall advise Crew Scheduling of the approximate time he/she expects to arrive at the airport.

13.13.5

If the Company **is** unable to contact the **Pilot** on the first attempt, a message will be left where possible, and another call will be made within **fifteen (15) minutes**. In the event the **Pilot gets in** contact with Crew Scheduling following the second **call**, he/she **shall** be assigned a **pairing** if one is available.

13.13.6

If the Pilot **is** contacted **to work his/her** reserve hours and the assigned **flying** exceeds the scheduled reserve hours, Agreement legalities respected, the Pilot **is** expected to operate the **pairing(s)**.

13.13.7

A Pilot who is called out to operate a pairing on reserve **may** be assigned additional **flights** throughout the **course** of the reserve assignment respecting the **maximum** duty **period**. This could result in an overnight when reserve days are consecutive.

13.13.8

Once a Pilot has reached the Maximum Monthly Flight Time Limitation, he/she will be released **from** any **further** reserve in the block **month**.

13.13.9

Crew Scheduling may **modify work** days **which precede** or **follow** reserve assignment days and the **Pilot** may be subject to reassignment Pilot(s) will receive the greater of the original **flights/pairings** or the **actual** flight time credits.

13.13.10

No Pilot shall be expected to **operate** a flight **unless** Crew Scheduling has spoken to the **Pilot**

13.13.11

A Pilot shall not be required to be available prior to the start of his/her reserve period. Crew Scheduling may attempt to **contact** a reserve Pilot up to **two (2) hours** prior to the commencement time **of** his/her assigned reserve day respecting **agreement** legalities pertaining **to** crew rest



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13.13.12 Call Out Procedures

13.13.12.1

Where operational considerations permit, reserve callout shall be made in reverse order of seniority by classification. e.g. Where a Pilot on reserve for one day is senior to a Pilot on reserve for more than one day, the senior Pilot may be called out for a one-day pairing before the junior Pilot.

13.13.12.2

No Pilot shall be called out on a reserve day immediately preceding a day(s) off if he/she cannot be scheduled to return to home base prior to 0001 hours on the scheduled day(s) off, unless there is no other reserve Pilot who can be assigned to such flight(s) or pairing(s).

13.13.13 Reserve Credit

13.13.13.1

Reserve days will be given a three hour (3:00) flight time credit, which will be applied towards pay and the maximum monthly flight time limitation.

13.13.13.2

If the Pilot is contacted to work following the end of his/her reserve assignment, he/she will be credited for both; the reserve credit plus the actual flight time credit.

13.14 DRAFTING

13.14.1

The Association and The Company recognize the importance of scheduled days off to the Pilots. Drafting is only to be used as a last option when operational circumstances dictate.

13.14.2

The Company maintains the right to utilize a Pilot that is already operating a flight on the day of the draft depending on operational requirements.

13.14.3

Pilots shall not be obligated to accept a draft during a scheduled vacation period.

13.14.4

Crew Scheduling shall Leave a message where possible when drafting Pilots.

13.14.5

The Pilot shall receive the greater of the original pairing/flight(s) or the actual credits for the pairing/flight(s) operated and will be subject to reassignment for the remainder of the originally scheduled pairing/flight(s).

13.15 OPENFLYING

13.15.1

Open flying shall consist of all unscheduled flying and flying that becomes available during the month.

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13.15.2

Pilots who wish to **avail** themselves of open **flying** for the **following** month will **notify** the Company by completing an "Open **flying** bid sheet" as per article 13.5.5.

13.15.3

During **the month**, Crew Scheduling shall **have** until 1200 **hours** to award open **flying** for the next day as per Article 13.19 and utilizing the open **flying** list, A Pilot shall **have up to two (2) hours** to **respond**, but in no case **later than 1200 hours** the day prior to the **operation** of the **pairing**. After two (2) **hours**, if the **Pilot** has **not** responded, **the Pilot** shall have **no claim** to the pairing.

13.15.4

Open **flying** shall be awarded on the basis of **seniority**, within classification, respecting **the** Block Rules **in** the Agreement.

13.15.5

During **the month**, after 1200 **hours** the **day** before operation of the **pairing**, Crew Scheduling shall **award** open flying as per Article 13.19. **The** Company maintains **the** right to **utilize** Open Flying or reserve depending on **operational** requirements and **will** endeavor to **utilize** open **flying** where possible.

13.15.6

Once awarded, open **flying** becomes part **of** the Pilot's **schedule**.

13.15.7

The Company shall **notify** Pilots of the awarded open **flying** via telephone and where possible shall leave a message if the Company does **not** speak to **the** Pilot. **In** addition, the Company **will** also forward a copy **of** the **awarded** open flying to **the** Pilot's **mail** slot.

13.16 SHIFT TRADES

13.16.1

Subject to advance approval by **the Company**, Pilots, within classification, are permitted to **trade** a portion **of** his/her **monthly** block. **Shift trade forms** shall be **submitted to Crew** Scheduling via facsimile, company **mail** or by hand. Pilots shall submit completed **shift trade forms** to Crew Scheduling **no less than three (3) days prior** to the pairing being traded.

13.16.2

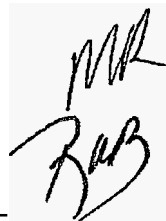
Shift trades **must conform to** all legalities regarding crew rest, maximum **monthly flight time** and **all other** applicable Block Rules.

13.16.3

Once **the pairing** is approved **it** becomes part of **the Pilot's** block.

13.16.4

A Pilot will **not** receive overtime as a result of shift trading.



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13.16.5

Hours operated as a result of a shift: trade **will** be paid at straight time **and will** be credited to the **Pilot** operating the **pairing**.

13.16.6

Pilots cannot **shift** trade **their** entire block.

13.16.7

Shift trades will include the trading of **pairings** and reserve days. Reserve days and **pairings** **must** be traded **as** a whole as indicated on the monthly bid package and cannot be split for the purpose of shift trading.

13.16.8

Shift trade requests will **only** be approved once the schedules **have** been completely finalized **and** disseminated to the **Pilots** and **following** the protest period.

13.16.9

Only mixed block holders are permitted more **than** one (1) **shift** trade per day. e.g. (double shift trade) **For** example: **Pilot** "A" shift trades with **Pilot** "B" to **work** a 2-day **pairing** on Dec. 14/15. Then **Pilot** "A" **tries** to shift trade the 2-day **pairing** on Dec. 14/15 **for** a one day on the 14th and one day on the 15th, **the** second request will be allowed.

13.16.10

Shift trades may not be approved if **the** Company has scheduled a line check night on one of **the** requested **pairings** **to** be **traded**.

13.16.11

One shift trade **shall** constitute the trading of one **pairing**.

Example **A**: **Pilot** "A" is shift **trading** three single-day **pairings** for a three-day **pairing** from **Pilot** "B". **Both** pilots are deducted **one** shift trade.

Example **B**: **Pilot** "A" is shift trading three single-day **pairings** **for** three single-day pairings from **Pilot** "B". **Both** **Pilots** are deducted three **shift** trades.

13.16.12

Pilots are permitted a maximum of three (3) shift trades per **month**. **Only** **one** shift trade per **form** is permitted.

13.16.13

Pure reserve block holders are **only** permitted to **shift** trade reserve for reserve as per article 13.16.7.

13.16.14

Regular and Mixed block holders are **only** permitted to **shift** trade pairings of similar value and reserve for reserve as per article 13.16.7.

Example: **Pilot** "A" may shift trade a three day **pairing** worth 30 flight time credits with **Pilot** "B" for a 2 day **pairing** worth 27 flight time credits.

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13.16.15

Regular block holders who shift trade shall **not cause his/her monthly flight time credit hours to** reduce below **eighty(80)** or exceed **ninety(90)**.

Example: Pilot "A" whose block credit is 85 hours **wants** to trade 3 single day pairings worth 30 hours for a 5-day pairing worth 33 hours with Pilot "B" whose block credit is 87 hours. This would be allowed as Pilot "A"'s new block credit is 88 hours and Pilot "B"'s new block credit is 84 hours. If Pilot "B"'s original block credit was 82 hours the shift trade would be denied.

13.16.16

Mixed block holder who shift trade shall **not cause his/her monthly flight time credit hours** to reduce below seventy(70) or to exceed seventy-nine(79).

13.16.17

Pilots that shift trade pairings involving Guaranteed Days Off (GDO) shall have the new days off deemed to be Guaranteed Days Off.

For Example: On two of his/her GDOs, Pilot "A" is shift trading to operate a 2 day pairing for Pilot "B". The 2 days off that Pilot "A" now has as a result of the shift trade shall be deemed to be Pilot "A"'s new GDOs.

13.16.18

Pilots who wish to shift trade a carry-in pairing that does not involve a deadhead shall initiate the trade prior to the 16th of the month or prior to construction of the monthly blocks. Shift trades that involve carry-in flying are the **only** shift trades that may be approved during block construction.

13.16.19

Whereby a pairing involves a deadhead, **Pilots** are only permitted to shift trade these flights/pairings three (3) days following the publishing of the monthly blocks. In any case, **pilots shall not be permitted to shift trade flights/pairings containing a deadhead four (4) days prior to** the commencement of the following month.

13.17 DEADHEADING**13.17.1**

Deadheading shall be included in the duty period, as per article 13.8.1.2.

13.17.2

Pilots must travel with his/her assigned crew while deadheading. No modification to a scheduled deadhead will be made unless it is initiated by the Company for operational circumstances.

13.17.3

Pilots are required to deadhead in full uniform.

13.17.4

Pilots shall be credited one half times (.5X) the actual scheduled duration of the deadhead flight

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13.18 TRAINING

13.18.1

Training shall not be scheduled for **any more than eight (8) hours** in a calendar day. A training day may be extended in the event of unforeseen circumstances to a **maximum of fourteen (14) hours**.

13.18.2

For each training day the credits earned shall be the greater of:

- i. **Four (4) hours flight time credit; or**
- ii. One (1) hour of flight time credit for every two hours of training.

13.18.3

Pilots shall be trained in accordance with the Company's approved training programs and are therefore subject to the conditions set forth within these programs regarding conduct and evaluation criteria.

13.18.4

Pilots receiving training in conjunction with flight duty, including line indoctrination, will receive flight time credits for the actual hours flown.

13.18.5

Pilots on familiarization flights will receive credit as per article 13.18.2.

13.18.6 Technical Training - General

13.18.6.1

This Article sets out the rules for all technical training given to Pilots, including but not limited to qualification on a given aircraft type, renewal of instrument flight qualifications, pilot or proficiency check (PPC), change in classification or annual re-qualification.

13.18.6.2

Theory training sessions shall last a maximum of eight (8) hours per day.

13.18.6.3

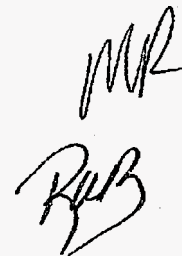
The Company shall provide Pilots with a copy of all check reports upon request.

13.18.6.4

Article 18.5 notwithstanding, No Pilot shall be required to spend any money to cover the cost of training or the use of equipment during training.

13.18.7 Technical Training - Failure

For the purposes of this Agreement, a Pilot is considered to have failed in obtaining or maintaining the qualifications required for his classification in the event of one of the following:



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- a) The Pilot does **not obtain** a recommendation for his Pilot Proficiency Check (PPC), or for a **line** check flight.
- b) **The** Pilot does not qualify during a pilot or proficiency check (PPC), or during a LOFT (Line Oriented Flight Training) session.
- c) **The Pilot** does not qualify during renewal of instrument **flying** qualifications.
- d) **The Pilot** does not qualify during a check **flight** following training on a simulator.
- e) The Pilot does **not qualify** during a **line** check flight.
- f) The Company **ends** the line *training* of a Pilot who is in the **Captain Upgrade Program**. Stopping such training shall be recommended by at least **two** Check Pilots.
- g) **The** company ends **simulator training** of a First Officer who is in the **Captain Upgrade Program**. Stopping such *training* shall be recommended by a Check **Pilot** in consultation with the **Chief Pilot**.

13.18.8 protocol in case of Non-Recommendation or Failure

13.18.8.1 During Re-Qualification as a First Officer

The First Officer **who** does not receive a recommendation for his PPC **following** the regular **training** session that precedes this check shall receive additional **training** in the area where he has failed to show the level of **proficiency** required. If the **additional training** requires **the use** of a flight simulator, the Company is not required to **give** him more than four **(4) hours**. If the Pilot **then fails** **under** sections 13.18.7 a), b), c), d) or e), he **shall** receive additional **training** in the area where he has failed to show **the** level of proficiency required. **If** the additional training requires **the use** of a **flight** simulator, the Company is not required to **give** him more than four **(4) hours**. **If**, at the end of **the** additional training, the Pilot again **fails** **under** sections 13.18.7 a), b), c), d) or e), he shall be deemed to have had three consecutive failures. **The** Company shall **inform** the candidate of its intentions, as set **out** in section 13.18.10.

13.18.8.2 During Re-Qualification of a Captain

A Captain who does not receive a **recommendation** for his PPC after **the regular training** session that precedes **this** check shall receive additional **training** in **the area** for which he has **not** shown the required proficiency. If the additional training requires the **use** of a flight simulator, the Company is not required to **give** more than **four (4) hours**. **If**, thereafter, the Pilot **fails** **under** sections 13.18.7 a), b), c), d) or e), he shall receive additional **training** in **the area** in which he lacks the required proficiency. **If** the **additional training** requires the **use** of a flight simulator, **the** Company is **not** required to **give** more than **four (4) hours**. **If**, at the end of **the** additional training, the **Pilot** fails **once again** as set **out** in sections 13.18.7 a), b), c), d) or e), he shall be deemed to have three consecutive failures. The Pilot shall **lose** his **position** as Captain **and** shall be required to qualify as a First Officer. He shall **receive** re-qualification training given to First Officers. **If** such **training** requires **the use** of a flight simulator, the Company is not required to **give** more than **four (4) hours**. **If**, **during his** training as a First Officer, **the Pilot** fails **under** section 13.18.7, **the** Company shall **inform** him of its intentions as set **out** in section 13.18.10.



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13.18.8.3 During First Officer Qualification

A First officer who fails under the provisions set out in sections 13.18.7 a), b), c), d) or e) when qualifying for a given aircraft type shall receive additional training in the area in which he lacks the required proficiency. If such training requires the use of a flight simulator, the Company is not required to give more than four (4) hours. If, at the end of the additional training, the candidate again fails under sections 13.18.7 a), b), c), d) or e), he shall be deemed to have had two consecutive failures. The Company shall inform the candidate of its intentions as set out in section 13.18.10.

13.18.8.4 During Captain Qualification

A Captain who fails under the provisions set out in sections 13.18.7 a), b), c), d) or e) when qualifying for a given aircraft type shall receive additional training in the area in which he lacks the required proficiency. If such training requires the use of a flight simulator, the Company is not required to give more than four (4) hours. If, at the end of the additional training, the candidate again fails under sections 13.18.7 a), b), c), d) or e), he shall be deemed to have had two consecutive failures. The candidate shall lose his position as Captain and shall be required to qualify as First Officer. He shall receive re-qualification training given First Officers. If, during his training as a First Officer, the candidate fails under section 13.18.7, the Company shall inform the candidate of its intentions as set out in section 13.18.10.

13.18.8.5 During First Officer Promotion to Captain

13.18.8.5.1

A First Officer who fails under the provisions set out in sections 13.18.7 a), b), c), d) or e) during the Captain Upgrade Program shall receive additional training in the area in which he lacks the required proficiency. If such training requires the use of a flight simulator, the Company is not required to give more than four (4) hours. If, at the end of the additional training, the Pilot again fails under sections 13.18.7 a), b), c), d) or e), he shall be deemed to have had two consecutive failures. He shall be required to qualify as First Officer. He shall receive the re-qualification training provided for First Officers. If such training requires the use of a flight simulator, the Company is not required to give more than four (4) hours. If, during his training as a First Officer, the Pilot fails under section 13.18.7, The Company shall inform him of its intentions as set out in section 13.18.10.

13.18.8.5.2

When the Company terminates a First Officer's training as a line Captain under section 13.18.7 f), he shall be required to re-qualify as a First Officer. He shall receive the re-qualification training required for First Officers. If, during his training as a First Officer, the Pilot fails under section 13.18.7, the Company shall inform him of its intentions as set out in section 13.18.10.

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13.18.9 Non-Qualification for the Position of Captain

A Captain who loses his position because of failure to qualify cannot be considered for the Captain Upgrade Program again before completing a minimum of twelve (12) months as a First Officer. The Company may, at its discretion, reduce this period based on the Pilot's performance.

13.18.10 Discretionary Decision by the Company

When a Pilot is unable to qualify as a First Officer because of consecutive failures, the Company shall advise the Pilot and the Association of its intentions within the thirty (30) days following the most recent failure.

13.18.11 Chance of Pilot Instructor or Check Pilot

A Pilot who fails his training shall be entitled to a change in instructor or Check Pilot.

13.18.12 Captain Upgrade Program

13.18.12.1 Eligibility Requirements:

First Officers will be given consideration ~~for~~ entering the Captain Upgrade Program based on the following criteria:

- a) Seniority;
- b) Minimum of one year operating experience with the Company, or minimum of one year Pilot In Command experience with another CAR 705 Air Operator in a Standard Operating Procedures (SOP) oriented environment;
- c) Satisfactory training history, including:
 - line indoctrination
 - line checks
 - simulator training
 - simulator tests; and
- d) Recommendation from current Company Captain(s).

13.18.12.2 Cockpit Procedures Training (CPT)

13.18.12.2.1

The Captain Upgrade Program ground training will consist of CPT training and classroom instruction under the facilitation of a Company Operations Instructor and/or a Company Check Pilot (CCP). The CPT training will take place prior to Captain Upgrade simulator training. There will be a minimum of two (2) hours CPT and three (3) hours of classroom instruction. To qualify for Captain Upgrade training, the First Officer must be currently qualified as second in command on the aircraft or be undergoing initial or recurrent training.



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13.18.12.2.2

The CPT and classroom instruction will cover the following Pilot Flying (PF) and Pilot Not Flying (PNF) duties:

- a) Normal, Abnormal and emergency system handling procedures and the use of the Quick Reference Handbook (QRH).
- b) Review of all memory actions;
- c) Use of the Company Standard Operating Procedures (SOPs), Minimum Equipment List (MEL), and Operations Manual;
- d) Command and decision making :
 - Interpersonal skills and the use of Crew Resource Management (CRM);
 - Weather dissemination and minimums; and
 - Safety Awareness.
- e) Right Seat Training
 - Abnormal/Emergency Checklists;
 - Procedures and SOPs; and
 - Review of all memory actions.

13.18.12.3 Simulator Training**13.18.12.3.1**

The Captain Upgrade Program normally consists of three (3) two-crew four (4) hour training sessions. Captain Upgrade simulator training will be valid to the first day of the thirteenth month following the month in which the training took place, and in accordance with CAR 705.113. The Captain Upgrade simulator training can be incorporated into recurrent or initial training for those Pilots not currently qualified as second in command on the aircraft.

13.18.12.3.2

The Captain Upgrade simulator training will be followed by a Pilot Proficiency Check (PPC) in accordance with Schedule I of CAR 725.106 and will consist of a single simulator session where both PF and PNF duties are assessed. The PPC will be valid to the first day of the seventh month following the month in which the PPC took place and in accordance with CAR 705.113.

13.18.12.3.3

Captain Upgrade simulator training shall consist of at least the following

- a) Pre-flight checks, flows and procedures;
- b) Normal and abnormal starts;
- c) Departure and enroute procedures and tracking;
- d) Airwork – Steep turns, Hold, Approach to Stalls;
- e) IFR approaches;
- f) Missed approach procedures with engine failure in missed approach;
- g) Abnormal and emergency procedures;
- h) Take-off and rejected take-off with 600 RVR; and
- i) Right seat training – Rejected take-off and V₁ engine failure.

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13.18.12.4 Line Indoctrination

13.18.12.4.1

Captain Upgrade line indoctrination is required for **Pilots** that have not qualified and served in the same capacity on the same group (turbo-jet) of aeroplanes. Captain Upgrade line indoctrination will be conducted under the supervision of a Company Check Pilot who will occupy the opposite Pilot operating position.

13.18.12.4.2

There are **four** (4) mandatory sector requirements (**two** (2) sectors as Pilot **Flying** and **two** (2) sectors as Pilot Not **Flying**) for the Captain Upgrade Line indoctrination.

13.18.12.4.3

The **minimum** flight time requirement for the Captain Upgrade line indoctrination is **twenty-five** (25) hours, and **no** reductions to the flight **time** requirement are permitted. The actual **amount** of line indoctrination will vary depending on the progress of **the candidate** and will be at the Company's **discretion**.

13.18.12.5 Line Check

13.18.12.5.1

A line check will be conducted **following** Captain Upgrade line indoctrination and will consist of **at least one** (1) sector and will be valid to the **first** day of the thirteenth month **following** the month in **which** the line check took place and in accordance with CAR 705.113.

13.18.12.5.2

Line checks **for the** Captain Upgrade **will** consist of the following:

- a) Flight Preparation – weather briefing, **dispatch** procedures, **flight** planning, weight and **balance**, load control, aeroplane servicing and ramp safety, crew briefing and pre-flight **checks**.
- b) Operation of Flight – pre-start, **starting**, after start checks, radio procedures, ATC clearance, pre-take-off checks, cabin security, taxiing, take-off, departure, climb, enroute, descent, approach procedures, flight logs and records, defect recording/clearing and application of **all** company SOPs.

13.18.12.5.3

In addition to the **above** criteria, First Officers in the Captain Upgrade **Program** are assessed through **out** the **program** on **Leadership Skills**, Situational Awareness, Problem **Solving**, **Task** Management, and Crew Resource Management.

13.18.12.5.4

Upon successful completion of the Captain Upgrade **Program**, vacant **Captain positions** will be awarded to Captain qualified First Officers on the **basis** of seniority.



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13.18.12.6 Eligibility for Subsequent Entry into the Captain Upgrade Program

13.18.12.6.1

Should a **First Officer** be unsuccessful or voluntarily withdraw during his first time through the Captain Upgrade Program, the **First Officer** will be required to wait twelve (12) months from the date the Captain Upgrade training terminates prior to being considered for entry a second time into the Captain Upgrade Program.

13.18.12.6.2

Should a **First Officer** be unsuccessful or voluntarily withdraw during his second time through the Captain Upgrade Program, the **First Officer** will be required to wait twenty-four (24) months from the date the Captain Upgrade training terminates prior to being considered for entry a third time into the Captain Upgrade Program.

13.18.12.6.3

Should a **First Officer** be unsuccessful or voluntarily withdraw during his third time through the Captain Upgrade Program, the **First Officer's** ability to enter the Captain Upgrade Program again will be at the sole discretion of the Company.

13.19 ORDER OF FLIGHT ASSIGNMENT

13.19.1

The order of assignment for a **Pilot** prior to 1200 (YHZ local) the day before the departure of the pairing is as follows:

- 13.19.1.1 Pilot scheduled for the flight;
- 13.19.1.2 Pilot on reassignment as per Article 13.11;
- 13.19.1.3 Pilot in open flying as per Article 13.15;
- 13.19.1.4 Pilot on reserve as per Article 13.13;
- 13.19.1.5 Draft as per Article 13.14.

13.19.2

The order of assignment for a **Pilot** after 1200 (YHZ local) the day before the departure of the pairing or the day of operation is as follows:

- 13.19.2.1 Pilot scheduled for the flight;
- 13.19.2.2 Pilot on reassignment as per Article 13.11;
- 13.19.2.3 Pilot on reserve as per Article 13.13 or Pilot on open flying as per article 13.15;
- 13.19.2.4 Draft: as per article 13.14.



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13.20 PRO-RATION FOR PARTIAL MONTHS

A Pilot will be considered not available for work when he/she is **not** able to work on a given day due to a leave of absence, absence due to medical reasons for which he/she is not entitled to sick leave, failure to report for assigned work, layoff, suspension, loss of qualifications to perform work. The minimum monthly guarantee will be prorated by deducting two point eight (2.8) hours for every calendar day during the month that a Pilot is not able for work, as per the Pro-ration Table below.

A Pilot working a partial month due to being newly hired, returning from long term sick leave or leave of absence shall have his/her block prorated in accordance with the table in this Article.

Days available	Min Monthly Guarantee	Max Monthly flight time	GDO's
1	2.8	4.3	0
2	5.7	7.6	0
3	8.5	10.9	1
4	11.3	14.2	1
5	14.2	17.5	1
6	17.0	20.8	2
7	19.8	24.1	2
8	22.7	27.4	2
9	25.5	30.7	3
10	28.3	34.0	3
11	31.2	37.3	3
12	34.0	40.6	4
13	36.8	43.9	4
14	39.7	47.2	4
15	42.5	50.5	5
16	45.3	53.8	5
17	48.2	57.1	5
18	51.0	60.4	6
19	53.8	63.7	6
20	56.7	67.0	6
21	59.5	70.3	7
22	62.3	73.6	7
23	65.2	76.9	7
24	68.0	80.2	8
25	70.8	83.5	8
26	73.7	86.8	8
27	76.5	90.1	9
28	79.3	93.4	9
29	82.2	96.7	9
30	85.0	100.0	10
31	85.0	100.0	10

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ARTICLE 14: VACATION & GENERAL HOLIDAYS

14.1

For the purpose of calculating and recording vacation, the vacation year shall be the period from April 1st to March 31st.

14.2

The Company reserves the right to declare one (1) "black out" period of one month in any vacation year during which vacation will not be awarded due to operational requirements. This period, if applicable, will be indicated on the vacation bid packages.

14.3

Pilots who have worked less than a full vacation year shall have their vacation pro-rated as follows:

- a) First Officers - .833 days per month of employment
- b) Captains - 1.25 days per month of employment

14.4

Pilots who work a full vacation year shall be entitled to the following vacation days:

Classification	Length of Service	Vacation Entitlement
First Officer:	1 - 3 Years	10 Days
	3 - 12 Years	15 Days
	12+ Years	20 Days
Captains:	1 - 12 Years	15 Days
	12+ Years	20 Days

14.5

Vacation shall be awarded in order of seniority within classification.

14.6

First Officers having less than three (3) years continuous service with the Company as of March 31st shall receive vacation pay equal to four percent (4%) of their total earnings (excluding per diems) in the preceding fiscal year.

First Officers having three (3) or more and less than twelve (12) years continuous service with the Company as of March 31st, shall receive vacation pay equal to six percent (6%) of their total earnings (excluding per diems) in the preceding fiscal year.

Captains having less than twelve (12) years continuous service with the Company as of March 31st, shall receive vacation pay equal to six percent (6%) of their total earnings (excluding per diems) in the preceding fiscal year.

Pilots having twelve (12) or more years continuous service with the Company as of March 31st, shall receive vacation pay equal to eight percent (8%) of their total earnings in the preceding fiscal year.

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14.7

Pilots shall be credited four hours and ~~fifteen~~ **(4:15)** minutes flight time credits for each vacation day for the purposes of scheduling, maximum **flight time limitations** and calculating overtime entitlement.

14.8 Vacation Splits

Pilots will be able to **split** their vacation as **follows**:

14.8.1

Where the entitlement is less **than** five (5) days, **Pilots** are not **eligible** to **split**.

14.8.2

Where the entitlement is **six** (6) days or more, **Pilots** will have the **option** to take the total entitlement **in** consecutive calendar days or **split** them in five (5) **day periods** as **follows**:

10 days – 1 split

15 days – 2 splits

20 days – 3 splits

14.9 Vacation Bid & Award Procedures**14.9.1**

A vacation bid package will be provided to **each** Pilot by November 1st. The **bid** package shall include the **following**

- i) the total vacation periods available **during** the **following** vacation year;
- ii) each **Pilot's** vacation entitlement **for** the following vacation year;
- iii) a **vacation year** calendar indicating **all** general **holidays**; and
- iv) a vacation bid sheet

14.9.2

Pilots shall have **until** **November 30th** **following** the **publishing** of the vacation bid package to **submit** his/her vacation **bid** to the Company. Pilots who fail to **bid** will be **assigned** **remaining** vacation periods.

14.9.3

Vacation awards shall be **posted** no **later** than January 15th of each **vacation** year.

14.9.4

A vacation week will commence **on** a Monday **and** end on a Sunday. The **Pilot** shall bid his/her vacation days within **this** seven (7) day period.

14.9.5

Where a general holiday may **fall** on a day in which a Pilot **has** bid vacation, **the Pilot** shall bid for the extra day **immediately** preceding or following the awarded entitlement.



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14.9.6

If following the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacation granted in any month may be made with the mutual consent of the Association and the Company.

14.9.7

Vacation given to a Pilot shall be for a period of five (5) days, providing the Pilot has accrued sufficient vacation days. Two (2) of the Pilot's Guaranteed Days Off for the monthly block shall be added prior to or following the vacation entitlement at the Pilot's request. These GDO's shall be deducted from the minimum eight (8) GDO's per month.

14.9.8

When a Pilot changes classification their awarded vacation moves with them.

14.10 Vacation Switches

Pilots may trade his/her vacation with another Pilot within classification.

14.10.1

At the request of the Pilot, Pilots within classification may have his/her vacation reassigned to any available week that has not been bid with concurrence of the Company. Un-bid weeks will be indicated as such on the final vacation award.

14.10.2

Pilots requests for vacation switches or reassignments shall be submitted in Writing to the Company prior to the construction of the monthly blocks for the following month. e.g. prior to the 16th on the previous month.

14.11 General Holidays

14.11.1

General Holidays shall be as follows:

- | | |
|----------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Labour Day | Civic Holiday (Natal Day) |

14.11.2

A Pilot who works on a general holiday will be paid in addition to the minimum monthly guarantee the greater of:

- 14.11.2.1 Four hours and fifteen minutes (415) at one and one halftimes (1.5 x) his/her hourly rate; or
- 14.11.2.2 One and one half (1.5 x) times his/her hourly rate for the actual flight time credits worked on the general holiday.

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ARTICLE 15: SICK LEAVE

15.1

Pilots are required to notify crew scheduling immediately when unable to report for work due to illness. All attempts should be made to notify crew scheduling in as far advance as possible to ensure crewmember replacement. If there is no notification, absence may be considered absent without pay.

15.2

Pilots shall be required to provide to Flight Operations, a doctor's note for a period of illness of three (3) days or more upon return to work to certify that he/she is able to perform all duties and responsibilities as assigned.

15.3

A Doctor's note may be requested for any absence where the Company suspects sick leave abuse. This request shall not be exercised unreasonably.

15.4

Pilots may be returned to home base, at the Company's expense, via the most appropriate method of transportation when a Pilot becomes ill away from home base.

15.5

Should it be necessary for a Pilot to visit a doctor while away from home base, any fees that are not covered by insurance shall be absorbed by the Company.

15.6

The Company shall provide hotel accommodation during illness away from base and the Pilot shall be paid standard per diem rate.

15.7

When a Pilot is removed from a multiple day pairing, should he be capable of returning to work at any time during the aforementioned pairing, he will be reassigned by Crew Scheduling respecting all legalities within this agreement.

15.8

A Pilot with a legitimate medical condition that prevents her/him from carrying out her/his assigned flying duties, may request to be temporarily assigned to non-flying office duties. Such requests shall not be unreasonably withheld, provided there are non-flying duties available in the office. A Pilot shall continue to accrue seniority while assigned to non-flying duties, provided that such accommodation is in accordance with the duty to accommodate or assists with returning the Pilot to regular flying duties. Pilots who are assigned modified non-flying duties shall be credited four (4) hours for each day worked, and the Pilot shall not have days deducted from his/her sick leave bank.

15.9

Pilots who are ill will be paid for a maximum of six (6) sick days per fiscal year. This is subject to the provisions of 15.3 with respect to sick leave abuse.



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15.10

When a Pilot reports unavailable for **duty** as a result of sickness, his/her *sick* leave bank shall be charged **one (1)** day for each period of **twenty-four (24)** hours, for which the Pilot was scheduled to work.

15.11

Where **sick** leave is used, **in** accordance with Article 15.9, Pilots shall be credited with three **(3)** flight time credits.

ARTICLE 16: ACCOMMODATION. TRANSPORTATION. EXPENSES, ALLOWANCES & UNIFORMS

16.1 Hotel Accommodation**16.1.1**

The Company will provide hotel accommodation **for** each Pilot **away** from their home with adequate facilities **as follows:**

- i) **Each** Pilot will be provided with **their** own room on a single **occupancy** basis;
- ii) Each room will have a security **feature** providing means **for** locking the room **in such a** fashion that it may not be opened from **the** outside;
- iii) **When** signing contracts with **hotels** the Company will include a stipulation that **no** ground **level** rooms will be issued to Pilots whenever possible;
- iv) **Pilots** will be assigned non-smoking **rooms**;
- v) Where a **break** in between **flights** is **for** a period of **five (5)** hours or more and **away** from home **base**, Pilots will be granted **an** individual **day** room at a hotel of the Company's choice.

16.1.2

The Company will **accept suggestions** from the Association **regarding** safety, **security**, hygiene **and** established criteria as per **Article 16.1.1** relating to appropriate hotel accommodation.

16.2 Transportation**16.2.1**

When a Pilot has been provided hotel accommodation by the Company, the Company shall provide **him with** transportation between **the** airport and the hotel.

16.2.2

When required, **the** Company **shall** provide transportation to **the Pilot** so that he can terminate his pairing at the airport from which the pairing began.

16.2.3

When deadheading requiring **ground** transportation is required, the Company shall utilize the most appropriate method of ground **transportation** available.



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16.2.4

The **Company** will provide the Captain that operated a **flight** that **terminated** away from **home base**, or the designated Captain of a deadheading crew with a transportation **tipping** allowance in the amount of \$2.00 per one **way** trip when **ground** transportation is used. The transportation **tipping** allowance shall be paid to the Captain with his monthly **per diems**.

16.3 Uniforms

16.3.1

Pilots shall wear the standard **d o r m** issued items at **all times while on duty or proceeding** directly to, or **from a duty assignment and** while representing the Company.

16.3.2

The **cost** of the **initial standard uniform** items shall be one hundred per cent (100%) paid by the Company.

16.3.3

Uniform pieces in addition to the standard **issue** shall be paid 100% by the **Pilot**.

16.3.4

Replacement pieces within the specified renewal time frame will be paid 100% by the **Company**.

Replacement pieces **that** are not within the reissue time frame shall be **paid** 100% by the **Pilot**.

16.3.5

No badges, **pins**, or **insignia** may be worn unless provided by the Company or specifically **authorized by Flight Operations**.

16.3.6

Pilots will be permitted to wear an Association membership **pin** on the Company issued **uniform**.

16.3.7

Pilots are required to **maintain** the appearance of **their uniform**. Where a uniform **item** is **within** its **normal** life and is confirmed as being damaged **during the course of a Pilot's** duties, it will be **repaired** at no **cost** to the **Pilot**. Otherwise, normal repair **and** maintenance is the **sole** responsibility of the Pilot.

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16.3.8 Standard Uniform Issue

The **standard uniform** in the quantities as **indicated** below will **be** provided by *the* Company and replaced according to the replacement timetable:

Uniform Piece	Expected Replacement Time
Pants (2)	2 years
Shirts (4)	1 year
Belt (1)	2 Years
Tunic (1)	3 years
Ties (2)	2 years
Hat (1)	3 years
Overcoat	5 years
Raincoat	4 years
Suitcase	3 years
Epaulets (1 set)	1 year

16.3.9 Uniform Alterations

The Company will assume **the** cost of **tailoring** the standard uniform with reference to general alterations **such** as hemming **and in the** circumstance whereby the uniform requires severe alterations; Flight **Operations** will assess **and grant approval for** partial or entire cost on a case by case basis.

The Company **shall** only **incur** the **cost** of tailoring when the alterations **are** performed **at the designated** tailoring venue.

16.3.10 Return of Company Property

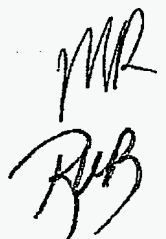
At the time of termination of employment, the Pilot shall **dry-clean and** return to the Company the **following** uniform items:

- i) if employment was **less than six (6) months** in **duration**, the Pilot is responsible to **return** all standard issued **uniform** pieces;
- ii) if employment was **greater than six (6) months** in **duration**, the **Pilot** is responsible to **return** all items **excluding shirts**.

The Pilot may **retain** all other pieces **for which** he paid 100% of the cost.

All Company issued documentation must be returned.

Should any items as prescribed within this article **not** be returned upon termination, the Company reserves the right to deduct payment at 50% **of the** original cost **per** item for all items **with** an issuance date of **less than one year** from the date of termination. This **payment** will be deducted from the **Pilot's** final pay **or may be billed to the Pilot**.



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16.4 Passports

16.4.1

It **is** the sole responsibility of **the Pilot** to **ensure** she/he is in possession of **valid** travel documents (e.g. passport) **as** required by the Company in the performance of his/her **duties**.

16.4.2

The Company **shall** incur the entire **cost** of initial **and** renewal of **passports**.

16.4.3

In the circumstance whereby a Pilot **voluntarily** terminates his/her employment **prior** to the completion of **one** year of service, the **Pilot** will **be** required **to** reimburse the Company the cost of **any** travel **documents** which were **paid** by the Company. This may be deducted **from** his/her final pay.

16.5 Medical & Licensing Fees

The cost of all medical **and** licensing fees required to maintain a **Pilot's** license shall **be** 100% paid by **the** Company.

16.6 Shots & Vaccinations

16.6.1

The Company shall incur the cost of any shot or vaccination recommended **by** the Pilot's doctor **in** connection with **any** destination **flown** by the Company.

16.6.2

A Pilot must **first** **submit** a medical claim reimbursement form for **the** cost of required **shots** **and** or **vaccinations** through the Company **Group Insurance** Plan. The **Pilot** may then submit **an** **expense claim** **to** the Company for the 20% deductible that is not reimbursed by the **Group Insurance** Plan.

16.7 Grooming Allowance

Pilots shall receive a grooming allowance of twenty-five dollars (\$25) per **month**. Such **grooming allowance** will be paid in the same manner as **per** diems, and **shall** be used for the maintenance of the **Company** issued uniform.

16.8 Parking

The Company shall **provide** parking **for** a Pilot's vehicle at his home base at no **cost** to the **Pilot**

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ARTICLE 17: COMPENSATION & BENEFITS

17.1

Pay dates shall be every second Friday with 26 pay periods per calendar year. In months where these days fall on a general holiday, payday shall be considered to be the day immediately preceding the holiday.

17.2

Any Pilot terminating employment with CanJet will have his/her final pay for all monies owing paid via a cheque rather than direct deposit. Providing that all Company property has been returned prior to the final pay date, the Pilot's final pay cheque will be mailed to the last address on file unless the Pilot provides an alternate address prior to her/his last day worked. Alternately, the Pilot's final pay cheque may be held for pick-up at the Company's Head Office during normal business hours, provided the Pilot advises the payroll department 48 hours prior to the final pay date.

17.3

At the time of ratification of this Agreement, Pilots shall be placed on the appropriate pay level as indicated on Appendix "B". Pilots will progress to the next pay level on the dates indicated on Appendix "B". Future progression through the pay levels shall be at twelve (12) month intervals based on the Pilots Credit Date indicated on Appendix "B".

In the event of a promotion, the First Officer will commence at Level 1 of the Captain scale effective the date of his first revenue flight as a Captain, and subsequent progression through the Captain pay levels shall be at twelve (12) month intervals from the date on which the first revenue flight as a Captain occurred.

17.4

Any monies payable to a Pilot over and above his regular salary (overtime, per diems, and any other allowances indicated in this Agreement) shall be paid on the first paycheque of the next month, with the following exceptions, in which cases these monies will be paid on the second paycheque of the following month:
(Applicable months will be added prior to printing of final document)

17.5 Underpayments

Upon discovery and verification that the Company made an error and underpaid a Pilot an amount of up to one hundred dollars (\$100.00), the necessary correction shall be made during the next pay period. If, the underpayment is over one hundred dollars (\$100.00), the amount shall be paid to the Pilot within five (5) working days of the day on which the error is found by the Company.



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17.6 Overpayments

17.6.1

Where **the** Company **is** recovering **an** overpayment, a mutually agreed upon repayment schedule shall be arranged between the Company and the **Pilot** within fourteen **(14)** days of the date **that the** overpayment **has** been discovered. **Once** a repayment schedule **has been** reached between the Company and **the Pilot**, the Company will provide the Pilot with **written confirmation** of the repayment schedule. A repayment schedule shall not exceed ten per cent (10%) of **the Pilot's** gross salary for any pay period unless authorized in writing by **the Pilot**.

17.6.2

Where a Pilot's employment has **been** terminated, **the** entire overpayment will **be** deducted **from the Pilot's** final pay cheque.

17.7

The following are **the only allowable** deductions from a Pilot's wages unless **authorized** by the Pilot: statutory deductions, court orders, arbitrator **awards**; and provisions of this **Agreement**. A **verification** of deposit **and** a break down of earnings and deductions will **be** forwarded to each Pilot's **mail slot on or** before each pay **date**, unless the **Pilot has** opted to receive an electronic pay **stub**.

17.8 Date Salary Changes Becomes Effective

17.8.1

Subject to section 17.9.3, when a Pilot **is** promoted, the change in **his** salary shall come **into** effect **on** the date of **the** first revenue flight **on** which **he** carries **out his** new duties.

17.8.2

When a Pilot is demoted due to a reduction of personnel, **the** change in **his** salary shall come **into effect** on the date of the first **revenue** flight on which he carries **out his** new duties. If the demotion **is for** disciplinary purposes or the downgrading **from** a provisional or temporary **position**, the change in salary rate shall come into effect on the date of **the** last **revenue** flight **carried out in** the pre-demotion classification, subject to section 17.8.3.

17.8.3

A Pilot who is demoted **from** Captain to First Officer and **who** is called upon **to** carry out a **Captain's** duties during **one** segment or who **holds** a reserve block as a Captain, shall be paid at his applicable Captain's **rate** during the **whole month**. In **addition**, he shall accumulate service time **as a Captain** for the month in **question**.

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17.9 New Pilot

Effective his first day of initial Ground School, a **new Pilot** shall receive a training salary of \$769.23 per week. He **shall begin** to receive his regular salary effective the earliest of the two following events:

- a) His **first** revenue flight; or
- b) *Sixty* (60) **days** after his first day of **Initial** Ground School.

17.10 Pay Levels

These Pay Levels shall apply for all aircraft types used by the Company in its operations:

CAPTAINS	
<u>Pay Level</u>	<u>Annual Salary</u>
1	\$85,000
2	\$91,000
3	\$97,000
4	\$103,000
5	\$109,000
6	\$116,000
7	\$122,000
8	\$128,000
9	\$134,000
10	\$140,000

<u>Pay Level</u>	<u>Annual Salary</u>
1	\$51,000
2	\$54,000
3	\$57,000
4	\$60,000
5	\$63,000
6	\$66,000
7	\$69,000

17.11 Minimum Monthly Guarantee

17.11.1

Any Pilot who serves a full month will be guaranteed a **minimum** of eighty-five (85) times his/her applicable hourly rate of pay for his/her classification. The **Minimum monthly** Guarantee will be pro-rated at two point eight (2.8) hours for each day of service in a part month as per- 13.20.

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17.11.2

All hours **in excess** of the **minimum** monthly guarantee shall **be paid** at **the** overtime rate of pay, unless otherwise indicated within this agreement.

17.12 Flight Time Credits (FTC)

To determine **the** compensation to **which** a Pilot is entitled in any given **month**, **The Company shall** calculate **the** number of Flight **Time Credits (FTCs)** **accumulated** by the Pilot **during** the **month** as follows:

ACTIVITY	FLIGHT TIME CREDITS
Flight Time	100% of the actual flight time hours are converted into flight time credits
Deadheading	One half times (.5X) the scheduled duration of the deadhead flight
Simulator – Student	4.15 Flight Time Credits per day
Simulator – Instructor	5.0 Flight Time Credits per day
Travel to/from Simulator	4.15 Flight Time Credits per day
Day Off at Simulator	4.15 Flight Time Credits per day
Ground School	The greater of 4.0 Flight Time Credits per day or 1.0 Flight Time Credit for every two (2) hours of training.
Sick Leave	3.0 Flight Time Credits per day
Vacation	4.15 Flight Time Credits per day
Reserve	3.0 Flight Time Credits per day
Reassignment	The Flight Time Credits of the original or revised pairing, whichever is the greater.
Joint Occupational Health & Safety Meeting	3.0 Flight Time credits per meeting
Association Business	4.0 Flight Time Credits per day if built into schedule, otherwise scheduled Flight Time Credits as indicated on schedule.

17.13 Overtime

Overtime hourly rate is calculated at **15** times (annual salary/12/85).

Overtime **shall be paid** at the **overtime** hourly rate for **all** flight time credits above eighty-five(85) flight time credits in any **month**, unless otherwise indicated in this agreement.

Overtime **shall be** pro-rated for part months as per pro-ration table in 13.20.

17.14 Health & Medical Benefits

The Company agrees to continue **the group** insurance **plan** in accordance with **the** terms and **provisions** of the **plan** and the **established cost sharing** arrangements, as of **(Insert date of ratification)**. Employees are required to **join the plan** as a condition of employment. **Group** insurance information **booklets** **shall be** provided to the Employees.

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17.15 Group RRSP/DPSP Plan

The Company agrees to ~~continue~~ the **Group RRSP/DPSP** in accordance with the terms and ~~conditions~~ of the plan, as of **(Insert date of ratification)**. ~~Group RRSP information~~ booklets ~~shall~~ be provided to the Employees.

17.16 Employee Travel

Pilots shall receive "Employee Leisure Travel Benefits" in accordance with the Company ~~policy and~~ the regulations governing the policy. **Pilots** shall be entitled ~~to~~ the same employee ~~travel benefits~~, and subject to the same ~~ideas and~~ regulations, as ~~all other~~ Company employees.

ARTICLE 18: GENERAL

18.1 Employee Files

18.1.1

The **Company shall** maintain employee files for each Pilot with a section containing ~~all~~ documents related to ~~his/her~~ employment performance. Upon reasonable notice to the Company, a Pilot may **review** his/her employee files in the presence of a Supervisor, or a member of the Human Resources Department. The Pilot shall ~~also~~ have the right to have an ~~Association~~ representative present **while** he/she reviews his/her employee files.

18.1.2

Letters of counsel or **discipline** that ~~are two (2) or more years old, and are not related to~~ technical **competency**, will not be considered in any future assessment of a **Pilot**, and such documents will ~~be removed from~~ the Pilot's **file**.

18.1.3

~~In the event of subsequent counsel or discipline correspondence of the same nature being placed on a Pilot's file within the two (2) year period of the previous counsel or discipline documents being placed on a Pilot's file, the previous documents shall remain on the employee file until the two (2) year period of the subsequent correspondence has elapsed.~~

18.1.4

Should a Pilot choose to respond to **any** material on his/her employee **file**, the response shall be kept ~~on his/her employee file~~ together with the material ~~to~~ which it refers.



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18.2 Human Rights

18.2.1

The Company and the Association **agree** that **discrimination** and/or harassment of any employee because of race, **marital status**, **ethnic origin**, color, creed, religion, sex, **sexual orientation**, physical or mental disability, age, political belief, place of residence, a **conviction** of an offence **for** which a pardon has been granted, **family status** or Association membership and/or activity is absolutely unacceptable. **Every** employee has **the** right to **work** in an environment of **mutual** respect, free from discrimination and harassment

18.2.2

New Pilots **will** be provided **with** a **copy** of **the** Company's Discrimination & Harassment policy as part of **the** documentation contained in the new Pilot hire package. Additional copies of **the** Company's Discrimination & Harassment **policy** may be obtained **from** **the** Human Resources Department.

18.2.3

A Pilot **who** believes **he/she** has been harassed or discriminated against is encouraged to report the alleged misconduct to the Company and to **the** Association.

18.2.4

Reports **of** alleged discrimination and/or harassment shall be dealt **with** in **confidence** and as quickly as possible, respecting the **dignity** of the complainant and the **right** of the alleged harasser to due process.

18.3 Production & Distribution of Agreement

The Company **will** provide **each** Pilot **with** a copy of this Agreement. The **cost** of producing **the** Agreement **will** be shared equally between **the** Company **and** the Association. **The** size **and** method of producing the Agreement **shall** be agreed to by **the** Company and the Association.

18.4 Joint Occupational Health & Safety Committee

18.4.1

The Company and the Association **are** committed to preventing occupational illness and injury in **the** workplace, **and** providing a safe and healthy work environment for **all** Pilots. **The** Company **and** the Association recognize that the prevention of accidents **and** promotion **of** health and safety in the workplace can **only** succeed with **the** full cooperation and contribution of management and **Pilots**.

18.4.2

The Company and the Association agree to promote safety practices in accordance with the *Canada Labour Code Part II* **and** Company policies and procedures.

18.4.3

The Company agrees to recognize the appointed members of **the** Association's Health & Safety Committee to be members of the JOSH Committee (one member and **an** alternate).

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18.4.4

The Association JOHS committee member **or** alternate **who** attends each JOHS Committee meeting will be credited **for** three (3) flight time credits **per** meeting attended.

18.4.5

The JOHS Committee will investigate and **resolve** health **and** safety issues **and** concerns in the workplace; participate in **all inquiries**, investigations, **studies**, **and inspections** pertaining to **Pilot** health and safety in the workplace; participate in the implementation of **changes that may** affect occupational **health** and safety, including **work** processes and procedures; **and** cooperate with HRDC Labour Program Health **and** Safety Officers and Transport Canada **A-OHS** Officers as required.

18.4.6

The JOHS Committee will ensure records are **maintained** in accordance with the Canada Labour Code **Part II including** Meeting Minutes, Inspection Reports, Investigations, Accident Reports, and **Annual** Health and Safety Reports. **All** documents required to be **posted** under the Canada Labour Code Part II **will** be posted on the designated Health & Safety bulletin board located in the crew room.

18.5 Professional Development Agreement (PDA)

18.5.1

Subject to 18.5.3, New Pilots will be required to sign a PDA. In consideration for the Company paying for all initial **training** costs for a Pilot to obtain the required aircraft **endorsement**, the Pilot agrees that, in the event that he/she resigns, or otherwise voluntarily leaves the employ of the Company, or is terminated for **just** cause within thirty-six (36) **months** of the Pilot's Date of Hire, the Pilot **will** reimburse the Company for **all actual** initial training costs pro-rated **based** on length of time **employment** with the Company.

18.5.2

Upon completion of the Company's **initial training** program, a Pilot will receive an accounting of his actual Professional Development **Costs** incurred. Should a Pilot's employment terminate within **thirty-six (36)** months, a Pilot will be required to reimburse the Company, on a pro-rated basis, his actual Professional Development **Costs** to a **maximum** of \$30,000 CDN.

18.5.3

Pilots **who** have **been** previously employed with the Company **and** who, upon rehire by the Company, do **not** require a full **initial training** course will not be required to sign a PDA.

18.5.4

A new Pilot who does **not** successfully complete initial **training** with **the** Company **and** subsequently **has** his employment terminated as a **result** of failing **initial training**, shall not be **required** to reimburse the Company for any of the costs associated with his initial training.

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18.6 Data Recorder

18.6.1

For the purposes of this Article, the term "Data Recorder" shall mean Cockpit Voice Recorder (CVR) and Flight Data Recorder (FDR).

18.6.2

Subject to Article 18.6.3, all data or information obtained from any type of data recorder pursuant to the Company's and Association's obligations to comply with relevant government regulations can only be used in the case of an investigation into the cause of an accident or incident

18.6.3

Section 18.6.2 notwithstanding, the parties acknowledge that information from data recorders can be used for the purpose of enhancing flight safety and generating savings through a preventive maintenance program. However, it is understood that the Company may not use any information from a flight data recorder:

- a) To evaluate the Pilot's judgment, skill, performance or techniques while carrying out his duties. However, anonymous information (no particular identity) from the FDR may be used in the interests of flight safety.
- b) During any civil, administrative, penal, criminal or disciplinary action taken or that might lead to action being taken against any Pilot
- c) To obtain information to justify instituting disciplinary measures, suspension or dismissal. Such information may, however, be used to corroborate that originating from other sources.

18.6.4

During the investigation of an accident or incident, the Company may not disclose information from the flight data recorder to the general public or information media without prior authorization from the Association, the Pilot(s) or estate(s) involved.

18.6.5

No program to routinely read information from the flight data recorder may be set up other than for the purposes of aircraft maintenance or to obtain anonymous information in the interest of flight safety.

18.6.6

The Company shall be responsible for protecting information obtained from the flight data recorder against any unauthorized collection or reading.

18.6.7

The identity of the Pilot(s) shall not be recorded by any flight data recorder.

18.6.8

Unless the contents are completely erased, when a flight data recorder is removed from an aircraft for the purposes of the investigation of an accident or incident, the Association, all Pilots involved in the said accident or incident shall be advised accordingly within a period of twelve (12) hours of its removal.

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18.6.9

The cockpit voice recorder shall be fitted with ~~the~~ means to erase its contents at the end of each flight, and must be fully erased before removal from the aircraft for maintenance purposes. The Captain shall have the right to erase the contents of the cockpit voice recorder at the end of each accident/incident free flight, except where prohibited by law.

18.7 Accident/Incident Investigation

18.7.1 Statement

A Pilot is ~~not~~ required to make a verbal or written statement to the Company within the twenty four (24) hours following an accident or incident if the conditions hereunder have not been complied with:

- a) He has been able to consult the Association
- b) In the case of an accident, he has been examined by a physician approved by the Association and the Company

18.7.2 Investigation

18.7.2.1

If, during the course of his duties, a Pilot is involved in an accident or incident relating to the operation of an aircraft, he may be subject to an administrative suspension during the investigation conducted by the Company, Transport Canada or the Transportation Safety Board of Canada. In such an event, the Pilot is advised accordingly by the Director, Flight Operations or his representative. In addition, in the seven (7) days following the date of such notification, a written notice setting out the reasons for the Company's decision shall be given to the Pilot, with a copy to the Association.

18.7.2.2

When a Pilot receives an administrative suspension under section 18.7.2.1, he shall continue to receive full compensation and all fringe benefits until the Company rules on his case.

18.7.2.3

When the investigation is conducted by the Company, the executives in charge of the investigation shall make every effort to present a final report within three (3) months. The Pilot concerned and the Association shall be completely free to assist in the investigation. They shall be kept up to date on progress made and receive a copy of any preliminary or final report. An Association representative shall form part of the internal investigation team.

18.7.2.4

Throughout the investigation, the Pilot or his representative may, upon request, receive and review all information contained in the Pilot's file, in the presence of a Company representative.

18.7.2.5

If, during this process, disciplinary measures or dismissal are considered, Article 9: Discipline & Discharge shall apply.

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18.7.2.6

During any investigation or hearing, the Pilot concerned may be represented by a member of the Association or any **other** representative **he** may authorize.

18.8. Medical Examination & Assessment Review

18.8.1 General

18.8.1.1

To maintain active employment with the Company, Pilots must meet the medical requirements of Transport Canada, **and** possess a current Transport Canada License Validation Certificate.

18.8.1.2

Pilots shall be responsible for ensuring the **renewal** of their licenses by undergoing medical examinations as per the timeframes established and required for that purpose by Transport Canada.

18.8.1.3

The cost of **all** medical examinations required for employment with **the** Company shall be paid by the Company. If the physician permits, the cost of required **medical** examinations may **be** direct billed to **the** Company. Otherwise, Pilots shall pay the required **fee** **and** submit an expense **claim** to the Company.

18.8.1.4

Only physicians appointed by Transport Canada may carry **out the** examinations stipulated in section 18.8.1.2. The choice of physician is left **to the** discretion of **the Pilot**.

18.8.1.5

The Company may not request or **have** access to **the** results of the examinations stipulated in section 18.8.1.2, without **the written** consent of the Pilot.

18.8.1.6

Should the Company have reason to believe that a Pilot is **unfit** to carry out his duties **for** health reasons; the Company may **ask** him to undergo a medical examination by a physician of the Company's choice. **Both** the Company and the **Pilot** **shall** receive a copy of the medical report.

18.8.2 Assessment Review

18.8.2.1

When a medical assessment results in a loss of license, the Pilot or **the** Company may, in **the** five (5) days **following** receipt of the medical report, request a **review**, as follows:

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- a) Within **the** seven (7) days following the request for review, the applicant shall select another physician authorized by Transport **Canada** to examine the Pilot. Both **parties** shall receive a copy of the examination results. If the **two** reports agree with one another, the decision is binding.
- b) Should **the** reports differ, within **the** next seven (7) days the Pilot or the Company may **ask** the **two** (2) physicians to agree upon and designate within a period of fifteen (15) days a **third** impartial physician, preferably a medical specialist, to carry out a third examination. **Following** the examination, the specialist **shall** give his opinion and his decision **shall** be binding. The Company and the Pilot shall receive a copy of **his** report.

18.8.2.2

If, at the end of the review process, the **decision** that the **Pilot** is unfit for work is rejected, the Pilot **shall** immediately take up his duties once **again**; otherwise, he shall be considered to have resigned. The Pilot shall resume **his** position and shall receive retroactive compensation based on the amounts which he would have received had he continued to carry out his duties from the **time** of **the** first unfit notice, **minus** remuneration received from any other sources.

18.9 War, Hostage-Taking, Hijacking, Internment or Disappearance18.9.1 Compensation

18.9.1.1

If, during the course of his employment, a **Pilot** is captured, made prisoner, interned, taken **as hostage** or is **missing**, the Company **shall** continue to pay him one hundred (100) percent of the regular **salary** he was receiving at the time of the incident until he is **found** or his death is confirmed. However, if the **Pilot has not** been **found** or his death has not been confirmed within twelve (12) **months** of his disappearance, payment of his regular salary shall cease.

18.9.1.2

The Company shall pay **the** Pilot's **regular salary** stipulated in section 18.9.1.1 into his **personal** account, without interest, **and** shall distribute **all** or part of the amount in accordance with the written **instructions** left by the **Pilot**. However, a Pilot who is arrested by authorities recognized by the Government of **Canada** or who is convicted of an **infraction** which, in Canada, may be subject to **criminal** proceedings, **is** not entitled to such benefit.

18.9.1.3

Section 18.9.1.1 notwithstanding, the Company shall **only** pay the difference between the payment provided **for** in section 18.9.1.1 and the amount of any compensation provided for under legislation respecting persons who **are** captured, made prisoner, interned, **kept** as hostages or **who** are missing due to acts of **war**.

18.9.2 Request for Instructions

The Company **shall** ensure that each new Pilot provides **his** instructions with respect to this Article. **The** Company **shall** also ensure that **all** Pilots already in its employ **have** also provided instructions with respect to this Article.



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18.10 Legal Representation

18.10.1

If legal proceedings are taken against a Pilot for consequences arising from his actions while carrying out his duties on behalf of the Company, the Company shall undertake to provide him or his estate with legal counsel. In addition, the Company shall undertake to hold the Pilot free and blameless from any claims adjudged against him, unless they are caused by gross negligence, voluntary misconduct or are the result of criminal acts. Legal counsel shall be selected and paid for by the Company.

18.10.2

A Pilot shall not be required to pay the cost of damage to aircraft or equipment when he is on duty for the Company, provided the damage is not a result of gross negligence, voluntary misconduct or a criminal act.

18.11 New Aircraft Type

Should a new type of aircraft be put into service by the Company, the Company or the Union may initiate meetings for the purpose of addressing issues arising from the introduction of new aircraft.

18.12 Collective Agreement Presentation

The Company will determine a period of time when an officer of the Association shall be given an opportunity to address new Pilots.

18.13 New Classification

18.13.1

In the event the Company wishes to introduce a new Pilot classification; the Company shall inform the Association of its intention in writing.

18.13.2

If the parties cannot reach agreement within thirty (30) days from the date of the written notification, the dispute shall be referred to arbitration. If both parties cannot reach agreement on the choice of an arbitrator, they shall apply to the Minister of Labour who will appoint an arbitrator.

18.13.3

The arbitrator's decision shall be final and binding on both parties.

18.13.4

The Company may not introduce a new classification before the parties reach agreement or the arbitrator has handed down a decision. In the latter case, the Agreement shall be amended to reflect the decision of the arbitrator.

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18.14 Probation

18.14.1

A pilot shall serve a probation period of twelve (12) months commencing on the first day of initial training. No employee shall be required to serve more than one (1) probationary period.

18.14.2

When a probationary pilot's performance is in question, the Company will advise the pilot and bring the deficiencies and required corrective action to his/her attention, and the Company shall also notify the Association.

18.14.3

During the twelve (12) months probationary period the Company reserves the sole right to make any decision regarding the retention or termination of the probationary employee. Therefore, any assessment of the employee or any decision to retain or discharge the employee during the probationary period may not be grieved or challenged, unless such action is found to be arbitrary, discriminatory, or in bad faith.

18.15 Job Postings

18.15.1

Job postings for Flight Operations positions will be posted for a minimum of fourteen (14) days, and will contain the following information:

- Job Title
- Location
- Title of Supervisor
- Job Duties
- Required Qualifications
- Last date to apply
- Information on how and where to submit applications

Job postings will be published in the Job Postings Binder located in the Crew Room. Pilots that have provided personal e-mail addresses to Human Resources will have job postings sent to these addresses.

Interviews will be arranged with applicants that meet the minimum qualifications listed on the job posting.

Applicants not selected for the position shall be notified either during the selection process or after the final selection has been made, and the position awarded.



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18.15.2 Temporary Positions

Vacancies ~~for~~ temporary positions are not required to be posted. The Company can assign the Pilot it chooses to occupy a temporary position. However, when such positions are assigned, and if qualifications are equal, the Company shall make every effort to observe the order of **seniority** when assigning temporary positions. When the temporary assignment terminates, the Pilot shall return to his permanent position, **if** one is held.

Temporary positions shall not exceed **six (6)** months in duration. Should a temporary position be required for a duration greater than **six (6) months**, but a permanent position is not required, a **term** position will be posted with an approximate length of the required term, and the provisions ~~of~~ Article 18.17.1 shall apply.

18.16 Seasonal Contract Pilots

18.16.1

The Company may, subject to the ~~limitations~~ set out in this section, temporarily **hire** "seasonal contract pilots" to operate "seasonal aircraft" for "**seasonal** aircraft operations". It is understood that this **shall** be a temporary measure for **the** sole purpose of developing the charter business, **growing** the permanent fleet, and providing upgrade and career stability **for** permanent pilots. Seasonal Contract Operations **shall be** conducted **annually only** for the purpose of providing **service** to **the** Company's customers which **could** not be provided by **its existing aircraft** fleet and Pilots on an economically viable basis. It is further agreed that any Seasonal Aircraft Operation will not be conducted in a **manner which** will jeopardize the continued employment and growth in employment of the Company's permanent **Pilots** nor their terms and conditions of employment. It is **further** understood that should the Company want this practice to continue ~~for~~ more **than two (2)** "**Seasonal Aircraft Operations**", then the Company **shall** endeavour to negotiate a "Reciprocal Agreement". **The** rights **and** entitlements of **Seasonal Contract Pilots shall** be set out in this Article, but they **shall** otherwise **not** be covered by the other Articles of **this** Agreement


"Seasonal **Contract Pilot**" shall mean **a Pilot** hired for a contract of fixed duration ~~for~~ **the** purpose **of** operating "seasonal aircraft" for "seasonal aircraft operations".

"**Permanent Pilots**" shall mean a permanent **minimum** Pilot group of forty-six **(46)** Pilots for the **duration** of this Agreement, while any Seasonal Pilot is employed.

"**Seasonal Aircraft**" shall mean additional aircraft leased by **the** Company, in addition to the regular aircraft fleet of the Company, for the **sole** purpose of a "**Seasonal Aircraft Operation**".

"**Seasonal Aircraft Operation**" shall mean **a** temporary seasonal operation whose **viability** is being assessed by the Company **and** the Association in terms of the **criteria** set out in 18.16.1.

"**Reciprocal Agreement**" Shall mean **an** arrangement between the Company **and** a third party Air Operator holding a valid Air Operator certificate providing for the mutual exchange of Pilots.



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18.16.2

Where the Company intends to hire Seasonal Contract Pilots, it shall provide the Association with notice in writing at least sixty (60) days in advance of the proposed commencement date of any Seasonal Aircraft Operation.

18.16.3

The notice shall specify:

- a) the number of Seasonal Contract pilots to be engaged
- b) the length of the contracts under which the Seasonal Contract Pilots are hired

18.16.4

The rate of pay offered to Seasonal Contract Pilots shall be no less than the rate of pay for a comparable Pilot under this Agreement.

18.16.5

There shall be no Permanent Pilots on layoff while any Seasonal Contract Pilot is employed.

18.16.6

There shall be no status downgrades while any Seasonal Contract Pilot is employed.

18.16.7

Seasonal Contract Pilots shall be part of the bargaining unit, and shall, as a condition of employment, remit regular Association dues to the Association. The Company agrees to remit to the Association by means of checkoff, the regular Association dues of all Seasonal Contract Pilots.

18.16.8

The Company shall, at the termination of any Seasonal Aircraft Operation, meet and discuss with the Association, the extent to which the operation met the criteria set out in 18.6.1.

18.17. Company Check Pilots (CCP) & Operations Instructors

18.17.1 Appointment of a Company Check Pilot

18.17.1.1

Check Pilots are selected by the Company from Pilots whose names appear on the seniority list. Pilots must have a minimum of twelve (12) months Company service to be eligible for a Check Pilot Appointment.

18.17.1.2

A job posting containing the following information shall be posted for a minimum of seven (7) days:

- Number of positions to be filled
- Dates on which positions come into effect
- Closing date of notice
- Minimum qualifications required

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18.17.1.3

After the closing date of the job posting, all Pilot candidates possessing the requirements as posted shall be called for an interview.

18.17.1.4

The name(s) of the selected candidate(s) shall be posted and a copy of the appointment notice forwarded to the Association.

18.17.2 Transfer

To maintain his seniority, a Pilot transferred to the position of Chief Pilot, Check Pilot or non-flight crew shall keep current all licenses and qualifications required to operate the Company's aircraft, unless medical reasons prevent the Pilot from maintaining such qualifications.

18.17.3 Return On-Line

Unless there is a reduction in personnel, the return to the line of a Pilot who is carrying out administrative or Check Pilot functions cannot result in the reclassification or layoff of a Pilot who holds a permanent position.

18.17.4 Premiums

In addition to the Pilot's regular salary, the following position premiums will apply:

Check Pilots with "A" Authority receive an annual premium of \$12,500

Check Pilots with "B" Authority receive an annual premium of \$10,000

Operations Instructors receive an annual premium of \$7,500

18.17.5 CCP Working Conditions

18.17.5.1

With respect to current practice, it is understood that Check Pilots' working conditions are governed by the provisions of this Agreement.

18.17.5.2

Check Pilots will receive twelve (12) Guaranteed Days Off per month. Check Pilots will be paid four hours and fifteen minutes (4:15) at their overtime rate for each day operated on a Guaranteed Day Off in any given month. The 4:15 credit for each day operated on a GDO shall be for pay purposes only and is not added to the total flight time credits for the purpose of calculating monthly overtime entitlement. The actual flight time hours worked on a GDO will be added to the Check Pilot's monthly flight time hours total for the purpose of calculating overtime entitlement.



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18.17.5.3

Check Pilots will receive three (3) reserve days each month, training requirements permitting. If these reserve days do not get assigned a training assignment or pairing by 00:01 of that day, then the Check Pilot will now have a day off.

18.17.5.4

Check Pilots will build their own monthly schedules in coordination with the Chief Pilot, who must approve the final schedules for all Check Pilots. (Check Pilots' schedules will remain separate from the Pilots' schedules that are based on preferential bidding.)

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ARTICLE 19: DURATION OF AGREEMENT

19.1

This Agreement shall become effective on April 1st, 2008 except as provided in the Memorandum of Settlement attached as Appendix "C" and shall continue in full force and effect until March 31st, 2012.

19.2

This Agreement shall remain binding from year to year thereafter, unless notification in writing to amend this Agreement is served by either party. Such notification shall be served not later than forty-five (45) calendar days prior to the expiration of the Agreement.

19.3

In the event notice is given of intended changes as per Article 19.2, this Agreement shall remain in full force and effect until a new agreement is ratified or until the provisions of the Canada Labour Code have been met.

Dated _____ of April, 2008

FOR THE COMPANY

FOR THE ASSOCIATION

Rob Burns

Michel Bernier

Bernard P. O'Rourke

Tracey Hyndman

Michael Zorychta

Roland Landry

Malcolm Reid

Appendix "C"
Memorandum of Settlement
Between
CanJet Airlines
And
Air Line Pilots Association, Intl., (ALPA)
For
Collective Agreement #1

1. The Company and the Association agree that the Memorandum of Settlement dated April 17th, 2008 with the language agreed to as attached and initialed, shall comprise the CanJet Airlines and Air Line Pilots Association Intl., (ALPA) Agreement #1.
2. Pay Levels will be effective April 1st, 2008, upon ratification of the Agreement
3. The parties agree that all other proposals by either the Company or the Association are withdrawn.
4. The effective date, unless otherwise noted in the language or this Memorandum of Settlement, shall be the date of ratification of the Agreement
5. The Block Rules for bidding shall become effective in June 2008 for the July 2008 block bid. Both parties agree that there will be a learning curve for both the Company and the Pilots in regards to the implementation of the bidding system, and therefore the parties acknowledge that there may be unintentional errors made by both parties during the first couple of block bids and awards.
6. The Association Bargaining Committee agrees to unanimously recommend acceptance of this Memorandum of Settlement to their membership.
7. Prior to the final printing of the Agreement, all errors and omissions shall be corrected by mutual agreement between the parties.

FOR THE COMPANY

[Handwritten signature]

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Dated 17 April, 2008

FOR THE ASSOCIATION

[Handwritten signature]

[Handwritten signature]

 Roland Landry
 Malcolm Reid
 For Roland Landry

[Handwritten initials]
[Handwritten initials]