

COLLECTIVE BARGAINING AGREEMENT #04

BETWEEN



WASAYA AIRWAYS LP:

A Native Venture Partnership

AND

THE PILOTS IN THE EMPLOY OF

WASAYA AIRWAYS LP: A Native Venture Partnership

AS REPRESENTED BY THE



AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

EFFECTIVE JULY 1, 2019 to June 30, 2023

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- (1) **NEWMONT GOLDCORP**
- (2) **NISHNAWBE-ASKI NATION POLICE SERVICE (NAPS)**
- (3) **GROUP INSURANCE**

SECTION 0

PREAMBLE

0.1 COLLECTIVE BARGAINING AGREEMENT

- 0.1.1 This Collective Bargaining Agreement (the “Agreement”) is entered into between Wasaya Airways LP, doing business under the name of Wasaya Airways (the “Company” or “WSG”), and the Pilots employed by Wasaya Airways LP, as represented by the Air Line Pilots Association, International (the “Association” or “ALPA”), collectively known as the Parties.

0.2 OBJECTIVES

- 0.2.1 The purpose of this Agreement is to recognize and promote air transport safety standards, the Company’s economic objectives, and the highest-quality customer service.
- 0.2.2 With WSG, the First Nations Bands of North Western Ontario created a crucial instrument for economic participation and growth. Given the collective nature of the Company, such economic and social development must respond to the needs of the remote First Nations communities served. It is critical to the project that the economic viability of the enterprise ensures durable and stable development, development of a kind that assists in the production of better quality of life for all participants, realized in a climate of mutual participation and communication. This clause shall not override any of the express terms of this Agreement.
- 0.2.3 The Parties acknowledge that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential to the pursuit of standards of excellence that will be beneficial to the interests of both the public and the Parties concerned.
- 0.2.4 Pilots will keep uppermost in their minds that the safety, comfort, and well-being of the customers who entrust their lives and property to them are their first and greatest priority.
- 0.2.5 Pilots will conduct themselves so as to instil and merit the confidence and respect of customers, the Company, and their fellow employees.
- 0.2.6 The Company will conduct themselves so as to instil and merit the confidence and respect of customers, the Pilots, and their fellow employees.

0.3 OBLIGATIONS

- 0.3.1 Strikes and lockouts are prohibited during the term of this Collective Agreement. The Association and the bargaining unit members undertake not to call for or engage in a strike or work stoppage, and the Company undertakes not to engage in any lock-out.

0.4 INTERPRETATION

- 0.4.1 Throughout this Agreement when the MEC Chairman, the MEC Grievance Chairman, the Chief Pilot, the Director of Operations, or the President is referenced, it shall be understood also to include "or his designate".
- 0.4.2 It is understood that any references contained in this Agreement, LOUs, LOIs, or amendments to the singular shall also pertain to the plural where appropriate.
- 0.4.3 It is understood that any references contained in this Agreement, LOUs, LOIs, or amendments to the masculine gender shall also pertain to the female gender.
- 0.4.4 It is understood that any references contained in this Agreement, LOUs, LOIs, amendments or administrative policies to the word Base shall also pertain to the word Station and vice-versa.

0.5 MANAGEMENT RIGHTS

- 0.5.1 The Association acknowledges that it is the Company's sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company, its affairs, business and the direction of employees, all of which are fixed exclusively with the Company.

SECTION 1

GENERAL SCOPE

1.1 ASSOCIATION RECOGNITION

- 1.1.1 The Company recognizes the Air Line Pilots Association, International, as the sole Collective Bargaining agent for all Pilots working for Wasaya Airways LP, excluding Assistant Chief Pilot(s) and those above the rank of Assistant Chief Pilot.

1.2 ISSUANCE OF AGREEMENT

- 1.2.1 The Company shall, no later than sixty (60) calendar days after signing the Agreement, distribute the Agreement to the Pilots. All costs for preparation of the Agreement shall be shared equally by the Company and the Association.
- 1.2.2 The Company agrees to distribute all the current LOUs to all Pilots on a one (1) time basis concurrent per Section 1.3.1, and thereafter to distribute any new LOUs, LOIs, or amendments to all Pilots within thirty (30) calendar days after their respective signing dates.
- 1.2.3 The agreed format will be an electronic version. In addition, printed copies will be made available to the MEC and the Company.
- 1.2.4 Any Pilot requesting a copy of the Agreement, and current Letters of Understanding or amendments, in Oji-Cree or French shall have such documents provided to him. All costs associated with translation shall be borne entirely by the Company.

1.3 COLLECTIVE BARGAINING AGREEMENT AMENDMENTS

- 1.3.1 Any amendments to the Agreement, such as LOUs or LOIs agreed to during the term of this Agreement, shall constitute part of the Agreement between the Parties unless otherwise specified within the LOU or LOI.
- 1.3.2 Unless cancelled or otherwise specified in the amendment, all such amendments to the Agreement shall remain in full force and effect per Section 32 – Duration.
- 1.3.3 Individual agreements on working conditions that differ from or are not provided for in this Agreement shall be invalid, unless specified in a Memorandum of Agreement, if any.

1.4 PILOTS' PROFESSIONAL FLYING

- 1.4.1 This Agreement requires that the Pilots will devote their entire professional flying service to the Company. A Pilot's private flying shall not require prior authorization from the Company unless it may affect his ability to serve the Company.

- 1.4.2 Notwithstanding 1.4.1, Pilots wishing to fly for hire or reward with another Company must seek prior approval from the Chief Pilot or Director of Operations in writing. The decision of the Company is not contestable.
- 1.4.3 Pilots who have received permission as per 1.4.2 are required to identify to the Company the number of hours flown on other than Company aircraft on a daily basis.
- 1.4.4 Pilots who have received permission as per 1.4.2 shall not be on the same PPC type the Company has qualified the Pilot for, and any flying will not be with a competitor of the Company.
- 1.4.5 If a Pilot breaches Section 1.4 of the collective agreement, he will be subject to discipline.
- 1.4.6 The Company has the right to disallow flying on any other aircraft if the Pilot's flight time parameters are in jeopardy of preventing him from flying the issued monthly schedule upon return.

SECTION 2

FLYING OF COMPANY AIRCRAFT

2.1 SCOPE

- 2.1.1 Only Pilots whose names appear on the Pilots Seniority List (PSL) shall be assigned to any flying as Pilots on aircraft operated by the Company, unless otherwise authorized by this Agreement.

2.2 WET LEASES

- 2.2.1 Notwithstanding the above, the Company may:
- a. Wet lease one (1) aircraft or more on a temporary basis, provided that such leases are necessary because of circumstances beyond the Company's control, provided, however, that such leases do not exceed one hundred twenty (120) days or such longer period with the consent of the Association;
 - b. On an occasional or irregular basis, subcontract a flight, including a charter flight, or any portion thereof to another carrier;
 - c. Subcontract to another carrier on a temporary basis air service for which the Company does not have the personnel or equipment available, provided that Pilots are not laid off as a result and that such subcontracts are granted for a limited period of time.

2.3 CONTRACT PILOTS

- 2.3.1 Notwithstanding Section 2.1 – Scope, in the event new types of aircraft are procured or new types of airline operations are undertaken to acquire new business, Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders in the newly created vacancies.
- 2.3.2 Contract Pilots shall not be bound by the wages and working conditions of this Agreement. A Contract Pilot who is subsequently hired by the Company shall have his seniority date established as his date of hire as a Contract Pilot.
- 2.3.3 Where the Company decides to continue the operation per Section 2.3.1 or reinstate it in following years, Pilots whose names appear on the PSL shall be trained for the operation.
- 2.3.4 If, due to expansion of the airline's operations, vacancies occur that cannot be filled by Pilots already in the employ of the Company, additional Pilots may be hired from outside the Company and their seniority will begin to accrue from the date of hire as a full-time Pilot with the Company and they will be placed on the PSL in accordance with that date.

- 2.3.5 Contract Pilots and their association with the Company shall not exceed one hundred eighty (180) consecutive calendar days or that period of time required to train and qualify current Pilots per Section 2.3.1 or whichever is greater per Section 11.1.10.

2.4 STAND-ALONE CONTRACTS

- 2.4.1 A stand-alone contract means a contract awarded to the Company that imposes special terms and conditions for a specific service to be provided on a full-time basis for the duration of such contract.
- 2.4.2 The parties recognize that stand-alone contracts are sources of economic growth and stability, enabling the Company to continue employing existing Pilots and create the opportunity for expanding employment. The stand-alone contract may contain provisions other than those specified in the Agreement, as required by the customer, and are subject to Association agreement.
- 2.4.3 In the event the Company has the opportunity to enter into a stand-alone contract, the Company shall give notice to the MEC Chair and the parties shall meet within seven (7) days of the notice to discuss issues related to the stand-alone contract and shall reduce any agreement into an LOU, which shall form part of the Agreement.

2.5 MERGER INFORMATION

- 2.5.1 Within ten (10) calendar days of the Company's decision to effect or enter into a merger, the Company shall notify the Association of the same and shall provide updates as significant information becomes available.

SECTION 3

PAY

3.1 PAY

3.1.1 Advancement of pay levels is based on aircraft-type months of service, commencing when the PPC or PC12 PCC has been completed.

3.1.2 New hires who are current on type with a valid PPC may be introduced at level two (2) at the discretion of the DO. For the purposes of salary under section 3.2 only, the pilot will be considered as having 12 months of service when his employment commences. This Pilot's salary will commence on day one of Company ground school.

3.2 SALARY TABLE

Type: 705		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		Captain		Captain		Captain		Captain	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$39.76	\$82,700.80	\$40.95	\$85,181.82	\$41.98	\$87,311.37	\$43.24	\$89,930.71
2	13-24	\$40.95	\$85,181.82	\$42.18	\$87,737.28	\$43.24	\$89,930.71	\$44.53	\$92,628.63
3	25-36	\$42.18	\$87,737.28	\$43.45	\$90,369.40	\$44.53	\$92,628.63	\$45.87	\$95,407.49
4	37-48	\$43.45	\$90,369.40	\$44.75	\$93,080.48	\$45.87	\$95,407.49	\$47.25	\$98,269.72
5	49-60	\$44.75	\$93,080.48	\$46.09	\$95,872.89	\$47.25	\$98,269.72	\$48.66	\$101,217.81
6	61-72	\$45.42	\$94,476.69	\$46.78	\$97,310.99	\$47.95	\$99,743.76	\$49.39	\$102,736.07
7	73-84	\$46.10	\$95,893.84	\$47.49	\$98,770.65	\$48.67	\$101,239.92	\$50.13	\$104,277.12
8	85-96	\$46.79	\$97,332.24	\$48.20	\$100,252.21	\$49.40	\$102,758.52	\$50.89	\$105,841.27
9	97-108	\$47.50	\$98,792.23	\$48.92	\$101,755.99	\$50.14	\$104,299.89	\$51.65	\$107,428.89
10	109-120	\$48.21	\$100,274.11	\$49.65	\$103,282.33	\$50.90	\$105,864.39	\$52.42	\$109,040.32
11	121-144	\$49.65	\$103,282.33	\$51.14	\$106,380.80	\$52.42	\$109,040.32	\$54.00	\$112,311.53
12	145-180	\$51.89	\$107,930.04	\$53.45	\$111,167.94	\$54.78	\$113,947.14	\$56.43	\$117,365.55
13	181-216	\$53.45	\$111,167.94	\$55.05	\$114,502.98	\$56.43	\$117,365.55	\$58.12	\$120,886.52
14	217-240	\$54.52	\$113,391.30	\$56.15	\$116,793.04	\$57.55	\$119,712.86	\$59.28	\$123,304.25
15	241-300	\$57.24	\$119,060.86	\$58.96	\$122,632.69	\$60.43	\$125,698.51	\$62.24	\$129,469.46

Type: 705		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		First Officer		First Officer		First Officer		First Officer	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$23.19	\$48,235.20	\$23.89	\$49,682.26	\$24.48	\$50,924.31	\$25.22	\$52,452.04
2	13-24	\$23.89	\$49,682.26	\$24.60	\$51,172.72	\$25.22	\$52,452.04	\$25.97	\$54,025.60
3	25-36	\$24.60	\$51,172.72	\$25.34	\$52,707.91	\$25.97	\$54,025.60	\$26.75	\$55,646.37
4	37-48	\$25.34	\$52,707.91	\$26.10	\$54,289.14	\$26.75	\$55,646.37	\$27.56	\$57,315.76
5	49-60	\$26.10	\$54,289.14	\$26.88	\$55,917.82	\$27.56	\$57,315.76	\$28.38	\$59,035.24
6	61-72	\$26.49	\$55,103.48	\$27.29	\$56,756.58	\$27.97	\$58,175.50	\$28.81	\$59,920.76
7	73-84	\$26.89	\$55,930.03	\$27.70	\$57,607.93	\$28.39	\$59,048.13	\$29.24	\$60,819.58
8	85-96	\$27.29	\$56,768.98	\$28.11	\$58,472.05	\$28.81	\$59,933.85	\$29.68	\$61,731.87
9	97-108	\$27.70	\$57,620.52	\$28.53	\$59,349.13	\$29.25	\$60,832.86	\$30.12	\$62,657.85
10	109-120	\$28.12	\$58,484.82	\$28.96	\$60,239.37	\$29.69	\$61,745.35	\$30.58	\$63,597.71
11	121-144	\$28.96	\$60,239.37	\$29.83	\$62,046.55	\$30.58	\$63,597.71	\$31.49	\$65,505.65
12	145-180	\$30.26	\$62,950.14	\$31.17	\$64,838.65	\$31.95	\$66,459.61	\$32.91	\$68,453.40
13	181-216	\$31.17	\$64,838.65	\$32.11	\$66,783.80	\$32.91	\$68,453.40	\$33.90	\$70,507.00
14	217-240	\$31.80	\$66,135.42	\$32.75	\$68,119.48	\$33.57	\$69,822.47	\$34.58	\$71,917.14
15	241-300	\$33.39	\$69,442.19	\$34.39	\$71,525.45	\$35.25	\$73,313.59	\$36.30	\$75,513.00

Type: 704		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		Captain		Captain		Captain		Captain	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$34.76	\$72,300.80	\$35.80	\$74,469.82	\$36.70	\$76,331.57	\$37.80	\$78,621.52
2	13-24	\$35.80	\$74,469.82	\$36.88	\$76,703.92	\$37.80	\$78,621.52	\$38.93	\$80,980.16
3	25-36	\$36.88	\$76,703.92	\$37.98	\$79,005.04	\$38.93	\$80,980.16	\$40.10	\$83,409.57
4	37-48	\$37.98	\$79,005.04	\$39.12	\$81,375.19	\$40.10	\$83,409.57	\$41.30	\$85,911.85
5	49-60	\$39.12	\$81,375.19	\$40.30	\$83,816.44	\$41.30	\$85,911.85	\$42.54	\$88,489.21
6	61-72	\$39.71	\$82,595.82	\$40.90	\$85,073.69	\$41.92	\$87,200.53	\$43.18	\$89,816.55
7	73-84	\$40.31	\$83,834.75	\$41.51	\$86,349.79	\$42.55	\$88,508.54	\$43.83	\$91,163.80
8	85-96	\$40.91	\$85,092.27	\$42.14	\$87,645.04	\$43.19	\$89,836.17	\$44.49	\$92,531.25
9	97-108	\$41.52	\$86,368.66	\$42.77	\$88,959.72	\$43.84	\$91,183.71	\$45.15	\$93,919.22
10	109-120	\$42.15	\$87,664.19	\$43.41	\$90,294.11	\$44.50	\$92,551.47	\$45.83	\$95,328.01
11	121-144	\$43.41	\$90,294.11	\$44.71	\$93,002.94	\$45.83	\$95,328.01	\$47.21	\$98,187.85
12	145-180	\$45.36	\$94,357.35	\$46.73	\$97,188.07	\$47.89	\$99,617.77	\$49.33	\$102,606.30
13	181-216	\$46.73	\$97,188.07	\$48.13	\$100,103.71	\$49.33	\$102,606.30	\$50.81	\$105,684.49
14	217-240	\$47.66	\$99,131.83	\$49.09	\$102,105.79	\$50.32	\$104,658.43	\$51.83	\$107,798.18
15	241-300	\$50.04	\$104,088.42	\$51.54	\$107,211.07	\$52.83	\$109,891.35	\$54.42	\$113,188.09

Type: 704		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		First Officer		First Officer		First Officer		First Officer	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$19.80	\$41,184.00	\$20.39	\$42,419.52	\$20.90	\$43,480.01	\$21.53	\$44,784.41
2	13-24	\$20.39	\$42,419.52	\$21.01	\$43,692.11	\$21.53	\$44,784.41	\$22.18	\$46,127.94
3	25-36	\$21.01	\$43,692.11	\$21.64	\$45,002.87	\$22.18	\$46,127.94	\$22.84	\$47,511.78
4	37-48	\$21.64	\$45,002.87	\$22.29	\$46,352.95	\$22.84	\$47,511.78	\$23.53	\$48,937.13
5	49-60	\$22.29	\$46,352.95	\$22.95	\$47,743.54	\$23.53	\$48,937.13	\$24.23	\$50,405.25
6	61-72	\$22.62	\$47,048.25	\$23.30	\$48,459.70	\$23.88	\$49,671.19	\$24.60	\$51,161.32
7	73-84	\$22.96	\$47,753.97	\$23.65	\$49,186.59	\$24.24	\$50,416.26	\$24.97	\$51,928.74
8	85-96	\$23.30	\$48,470.28	\$24.00	\$49,924.39	\$24.60	\$51,172.50	\$25.34	\$52,707.68
9	97-108	\$23.65	\$49,197.34	\$24.36	\$50,673.26	\$24.97	\$51,940.09	\$25.72	\$53,498.29
10	109-120	\$24.01	\$49,935.30	\$24.73	\$51,433.36	\$25.35	\$52,719.19	\$26.11	\$54,300.77
11	121-144	\$24.73	\$51,433.36	\$25.47	\$52,976.36	\$26.11	\$54,300.77	\$26.89	\$55,929.79
12	145-180	\$25.84	\$53,747.86	\$26.62	\$55,360.29	\$27.28	\$56,744.30	\$28.10	\$58,446.63
13	181-216	\$26.62	\$55,360.29	\$27.41	\$57,021.10	\$28.10	\$58,446.63	\$28.94	\$60,200.03
14	217-240	\$27.15	\$56,467.50	\$27.96	\$58,161.52	\$28.66	\$59,615.56	\$29.52	\$61,404.03
15	241-300	\$28.51	\$59,290.87	\$29.36	\$61,069.60	\$30.09	\$62,596.34	\$31.00	\$64,474.23

Type: PC12		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		Captain		Captain		Captain		Captain	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$29.56	\$61,484.80	\$30.45	\$63,329.34	\$31.21	\$64,912.58	\$32.14	\$66,859.95
2	13-24	\$30.45	\$63,329.34	\$31.36	\$65,229.22	\$32.14	\$66,859.95	\$33.11	\$68,865.75
3	25-36	\$31.36	\$65,229.22	\$32.30	\$67,186.10	\$33.11	\$68,865.75	\$34.10	\$70,931.73
4	37-48	\$32.30	\$67,186.10	\$33.27	\$69,201.68	\$34.10	\$70,931.73	\$35.12	\$73,059.68
5	49-60	\$33.27	\$69,201.68	\$34.27	\$71,277.73	\$35.12	\$73,059.68	\$36.18	\$75,251.47
6	61-72	\$33.77	\$70,239.71	\$34.78	\$72,346.90	\$35.65	\$74,155.57	\$36.72	\$76,380.24
7	73-84	\$34.28	\$71,293.30	\$35.30	\$73,432.10	\$36.19	\$75,267.91	\$37.27	\$77,525.94
8	85-96	\$34.79	\$72,362.70	\$35.83	\$74,533.59	\$36.73	\$76,396.93	\$37.83	\$78,688.83
9	97-108	\$35.31	\$73,448.15	\$36.37	\$75,651.59	\$37.28	\$77,542.88	\$38.40	\$79,869.17
10	109-120	\$35.84	\$74,549.87	\$36.92	\$76,786.36	\$37.84	\$78,706.02	\$38.97	\$81,067.20
11	121-144	\$36.92	\$76,786.36	\$38.02	\$79,089.95	\$38.97	\$81,067.20	\$40.14	\$83,499.22
12	145-180	\$38.58	\$80,241.75	\$39.74	\$82,649.00	\$40.73	\$84,715.23	\$41.95	\$87,256.68
13	181-216	\$39.74	\$82,649.00	\$40.93	\$85,128.47	\$41.95	\$87,256.68	\$43.21	\$89,874.38
14	217-240	\$40.53	\$84,301.98	\$41.75	\$86,831.04	\$42.79	\$89,001.82	\$44.07	\$91,671.87
15	241-300	\$42.56	\$88,517.08	\$43.83	\$91,172.59	\$44.93	\$93,451.91	\$46.28	\$96,255.47

Type: PC12		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		First Officer		First Officer		First Officer		First Officer	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$16.98	\$35,318.40	\$17.49	\$36,377.95	\$17.93	\$37,287.40	\$18.46	\$38,406.02
2	13-24	\$17.49	\$36,377.95	\$18.01	\$37,469.29	\$18.46	\$38,406.02	\$19.02	\$39,558.20
3	25-36	\$18.01	\$37,469.29	\$18.55	\$38,593.37	\$19.02	\$39,558.20	\$19.59	\$40,744.95
4	37-48	\$18.55	\$38,593.37	\$19.11	\$39,751.17	\$19.59	\$40,744.95	\$20.18	\$41,967.30
5	49-60	\$19.11	\$39,751.17	\$19.68	\$40,943.71	\$20.18	\$41,967.30	\$20.78	\$43,226.32
6	61-72	\$19.40	\$40,347.44	\$19.98	\$41,557.86	\$20.48	\$42,596.81	\$21.09	\$43,874.71
7	73-84	\$19.69	\$40,952.65	\$20.28	\$42,181.23	\$20.79	\$43,235.76	\$21.41	\$44,532.83
8	85-96	\$19.98	\$41,566.94	\$20.58	\$42,813.95	\$21.10	\$43,884.30	\$21.73	\$45,200.82
9	97-108	\$20.28	\$42,190.44	\$20.89	\$43,456.16	\$21.41	\$44,542.56	\$22.06	\$45,878.84
10	109-120	\$20.59	\$42,823.30	\$21.21	\$44,108.00	\$21.74	\$45,210.70	\$22.39	\$46,567.02
11	121-144	\$21.21	\$44,108.00	\$21.84	\$45,431.24	\$22.39	\$46,567.02	\$23.06	\$47,964.03
12	145-180	\$22.16	\$46,092.86	\$22.82	\$47,475.64	\$23.40	\$48,662.54	\$24.10	\$50,122.41
13	181-216	\$22.82	\$47,475.64	\$23.51	\$48,899.91	\$24.10	\$50,122.41	\$24.82	\$51,626.08
14	217-240	\$23.28	\$48,425.16	\$23.98	\$49,877.91	\$24.58	\$51,124.86	\$25.32	\$52,658.61
15	241-300	\$24.45	\$50,846.42	\$25.18	\$52,371.81	\$25.81	\$53,681.10	\$26.58	\$55,291.54

Type: C208		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		Captain		Captain		Captain		Captain	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$25.06	\$52,124.80	\$25.81	\$53,688.54	\$26.46	\$55,030.76	\$27.25	\$56,681.68
2	13-24	\$25.81	\$53,688.54	\$26.59	\$55,299.20	\$27.25	\$56,681.68	\$28.07	\$58,382.13
3	25-36	\$26.59	\$55,299.20	\$27.38	\$56,958.18	\$28.07	\$58,382.13	\$28.91	\$60,133.59
4	37-48	\$27.38	\$56,958.18	\$28.21	\$58,666.92	\$28.91	\$60,133.59	\$29.78	\$61,937.60
5	49-60	\$28.21	\$58,666.92	\$29.05	\$60,426.93	\$29.78	\$61,937.60	\$30.67	\$63,795.73
6	61-72	\$28.63	\$59,546.93	\$29.49	\$61,333.33	\$30.22	\$62,866.67	\$31.13	\$64,752.67
7	73-84	\$29.06	\$60,440.13	\$29.93	\$62,253.33	\$30.68	\$63,809.67	\$31.60	\$65,723.96
8	85-96	\$29.49	\$61,346.73	\$30.38	\$63,187.13	\$31.14	\$64,766.81	\$32.07	\$66,709.82
9	97-108	\$29.94	\$62,266.93	\$30.83	\$64,134.94	\$31.60	\$65,738.31	\$32.55	\$67,710.46
10	109-120	\$30.39	\$63,200.94	\$31.30	\$65,096.96	\$32.08	\$66,724.39	\$33.04	\$68,726.12
11	121-144	\$31.30	\$65,096.96	\$32.24	\$67,049.87	\$33.04	\$68,726.12	\$34.03	\$70,787.90
12	145-180	\$32.70	\$68,026.33	\$33.69	\$70,067.12	\$34.53	\$71,818.80	\$35.56	\$73,973.36

Type: C208		7/1/2019		7/1/2020		7/1/2021		7/1/2022	
		First Officer		First Officer		First Officer		First Officer	
Pay Level	Months	Rate	Salary	Rate	Salary	Rate	Salary	Rate	Salary
1	0-12	\$16.26	\$33,820.80	\$16.75	\$34,835.42	\$17.17	\$35,706.31	\$17.68	\$36,777.50
2	13-24								
3	25-36								
4	37-48								
5	49-60								
6	61-72								
7	73-84								
8	85-96								
9	97-108								
10	109-120								
11	121-144								
12	145-180								

3.2.1 Captain under Mentorship/Reserve Captain duty hour rate shall be eighty percent (80%) of the Captains level 1 rate of pay on the applicable aircraft type.

3.3 RETENTION PAY

3.3.1 Retention pay is payable to new hire Pilots upon completion of their PPC or PCC.

3.3.2 First Officers promoted to Captain on their current aircraft type shall retain First Officer airtime retention rate until completion of their PPC.

3.3.3 Retention pay must be submitted daily (as per Section 3.11) and will be reconciled at the end of each retention pay block. Retention pay shall be paid out twice per year on July 15th and January 15th. The final cut off dates for the retention pay are June 30th and December 31st.

3.3.4 The Pilot must be employed by the Company on June 30th or December 31st in order to receive retention pay for the period prior to the cut off dates identified in 3.3.3.

3.3.5 Any First Officer with three (3) years Company seniority shall receive Captain C208 hourly retention rate.

3.3.6 Retention pay is based on airtime recorded in the aircraft journey logbook and submission to pilottimes@wasaya.com as per Section 3.11 of the Collective Agreement (Submitting pay information).

3.3.7 At the end of each airtime retention block, Flight OPS will send out an email to the Pilots for verification of their airtime for the block. All Pilots are responsible for verifying their airtimes with the Company. Any pay discrepancies will be dealt as per Section 3.13 of the Collective Agreement (Pay Discrepancies).

3.3.8 Pilots shall receive airtime-based retention pay as per the rates in the table below.

3.3.9 Applicable flying duties covered under retention pay are;

- Revenue flights;
- Ferry flights;
- Maintenance test flights;
- Maintenance rescue flights;
- Company flights;
- Aircraft positioning (operating aircraft not dead heading);
- Candidates receiving re-current airborne training.

	<u>C208</u>	<u>PC12</u>	<u>BE02</u>	<u>705</u>
<u>Captain Hourly Rate</u>	<u>\$7.20</u>	<u>\$12.92</u>	<u>\$13.95</u>	<u>\$11.88</u>
<u>First Officer Hourly Rate</u>	<u>\$2.40</u>	<u>\$4.31</u>	<u>\$4.65</u>	<u>\$3.96</u>

3.3.10 Applicable non-flying duties covered under retention pay are;

- recurrent simulator training;
- recurrent ground training;
- recurrent ground schools.

3.3.11 Pilots shall receive non-flying duties retention pay as per the rates in the table below.

	<u>All Aircraft Types</u>
<u>Captain Daily Rate</u>	<u>\$30</u>
<u>First Officer Daily Rate</u>	<u>\$15</u>

3.3.12 Training Pilots that are scheduled for an office day, shall be paid a retention pay rate of thirty (\$30) dollars per day.

3.4 RETENTION PAY ALLOCATION

3.4.1 Each Pilot shall specify how they will receive the retention pay out;

- retention pay shall be paid as per paragraph 3a) above;
- percentage pay into Company RPP;
- how a Pilot receives a retention pay may be modified at the Pilot's request.

3.4.2 Any changes to the retention pay section shall be mutually agreed upon by the Company and the Association.

3.5 DUTY HOURS

3.5.1 Pilots shall be paid on a salary basis based on 160 duty hours in each 28-day period.

3.5.2 For remuneration and work scheduling purposes, duty hours include the following:

- a. The duty period identified in Section 4.
- b. All other hours of service shall be credited as follows:
 - Attending ground training: Eight (8) Hours per day
 - Attending simulator training: Eight (8) hours per day
 - Minimum day with assigned work: Eight (8) Hours
 - Reserve day: Six and one half (6.5) Hours
 - Reserve day away from home base: Eight (8) Hours
 - Minimum day for call-in for administrative business: Three (3) hours
 - A day where Pilot is required to remain away from his home station and unable to fly due to CARS regulation: Eight (8) hours per day
 - A day where Pilot is unable to fly due to CARS regulation and is at his home station: Zero (0) hours

- Paid Bereavement Leave: Eight (8) Hours
 - Vacation Day: Eight (8) Hours – added by company and ALPA October 31
 - Statutory holiday not worked: Eight (8) hours
 - Statutory holiday worked: Eight (8) hours plus time and a half for all duty hours worked, which will be paid above salary and not credited as part of 160 hours for the purpose of any overtime calculation
 - Personal day: Zero (0) Hours
- c. For Remote Location overnights, a minimum of twelve (12) duty hours shall be credited to the Pilot for each day where his duty period ends at the remote location. If the duty period exceeds twelve (12) hours, the Pilot shall be credited with the actual duty hours. Remote Locations do not include stations.

Example: A Pilot flies from YQT to NM5 on Tuesday morning and returns from NM5 to YQT on Friday morning. The Pilot will be credited for a minimum of 12 duty hours for each of Tuesday, Wednesday and Thursday and will be credited for his actual duty period on Friday or eight (8) hours, whichever is greater.

- 3.5.3 a. Duty Hours:
The normal period of work in a 28-day Block is one hundred and sixty (160) duty hours. A normal year of work consists of thirteen (13) Blocks and two thousand and eighty (2,080) duty hours.
- b. Overtime hours shall constitute all duty hours worked over and above one hundred and sixty (160) duty hours per Block (twenty-eight [28] days).

The duty hour rate is determined in accordance with the following formula:

$$\text{duty hour rate} = \text{annual salary} / 2080$$

$$\text{Annual Salary} = \text{hourly rate} \times 2080$$

- c. Where a Pilot is absent during a block due to vacation, the number of duty hours in the block shall be prorated for the purpose of determining entitlement to overtime pay.

To calculate the new overtime threshold, 160 duty hours is divided by the number of working days per block (See chart below for values). Multiply this value by the number of vacation days taken. This value shall be subtracted from the 160 duty hours to determine your new duty hour overtime threshold.

Working Days per Block	Daily Duty Hour Values
18	8.9
17	9.4
16	10.0
15	10.7
14	11.4

Example: 18 working days per block

$160/18=8.9$ (daily duty hour value)

8.9×5 vacation days = 44.5 (duty hour reduction)

$160 - 44.5 = 115.5$ (this is your new duty hour overtime threshold)

- d. Overtime hours in Section 3.3.3.b and c above shall be paid at the overtime rate of one and a half (1.5) times the Pilot's duty hour rate. Payment for this overtime shall be made on the Pilot's first regular pay following the end of the Block.

3.6 CALCULATION OF PAY

3.6.1 The pay for Pilots shall be one-26th of annual salary every two (2) weeks, provided the Pilot is employed for the entire two-week period.

3.6.2 Bi-weekly salary shall be pro-rated where a pilot is unavailable for duty for the following reasons:

- a. Leave of absence without pay (LOAWP)
- b. Medical reasons except as provided by Section 15
- c. Failure to report to work
- d. Failure to renew medical
- e. Laid off
- f. Suspension (without pay)
- g. Termination
- h. Resignation
- i. Unpaid bereavement leave (Section 14)
- j. Vacation
- k. Failure to maintain proficiency resulting in loss of PCC or PPC per Section 10.4.4

3.7 MAINTENANCE OF SALARY

- 3.7.1 Salary will be maintained if the Pilot is unable to perform his duties due to high flight time as identified in the CARS.

3.8 TRAINING PAY – TRAINING AND CHECK PILOTS

- 3.8.1 Dedicated Training and Check Pilots (Training and Check Pilots) have normal flying duties and also perform training of other Pilots. The pay for Training and Check Pilots is the Pilot's salary from normal flying duties plus special pay allowances.

Special pay allowances for Company-designated Training Pilots and Transport Canada Approved Check Pilots (ACP) are as follows:

- a. ACP – \$350/month
- b. Dedicated Training Pilot – \$250/month

Note: A Pilot is only eligible to receive one (1) of the special pay allowances for the primary position he is designated to.

- 3.8.2 For training pay purposes, ~~Training Pilots or ACPs or other non-dedicated Training Pilots~~ (a Company-assigned senior line Pilot) shall receive payment as follows:
- a. "ACPs" shall receive two hundred dollars (\$200) per check ride.
 - b. Line Check Captains shall receive fifty dollars (\$50) per line check.
 - c. Captains performing line indoctrination shall receive \$15.00 per flight hour of line indoctrination.
 - d. Training Pilots or non-dedicated Training Pilots performing flight training in an aircraft shall receive pay for all hours of flight instruction time paid at the rate of one and one-half (1.5) times the Pilot's duty hour rate. The flight instruction time shall include the actual flight time, a maximum of one and one-half (1.5) hour of briefing, and a maximum of one (1) hour of debriefing.
 - e. Training Pilots performing flight training in a simulator shall receive pay for all hours of simulator instruction time at the rate of one and one-half (1.5) times the Pilot's duty hour rate. Simulator instruction time shall include the actual simulator time, a maximum of one (1) hour of briefing, and a maximum of one (1) hour of debriefing.
 - f. Training Pilots performing ground school instruction shall be paid two hundred and fifty dollars (\$250) per day and shall be credited with eight (8) duty hours per day of ground school instruction.

- 3.8.3 Any Training Captain performing PNF duties for another pilot's check ride shall receive pay for each flight hour or simulator hour at the Pilot's duty hour rate.
- 3.8.4 Any Pilot performing non-scheduled PNF duties for another pilot's check ride shall receive pay for each flight hour or simulator hour at the Pilot's duty hour rate.
- 3.8.5 ACPs who have authority to perform check rides shall only perform check rides for Wasaya unless mutually agreed upon by the ACP and the Company.
- 3.8.6 Pilots requested by the Company to develop new ground schools, training materials, or company documentation shall be paid at a rate of twenty-five (\$25.00) dollars per hour.
- 3.8.7 All compensation per Section 3.6 will be paid over and above salary.

3.9 INITIAL TRAINING

- 3.9.1 Pilots who are upgrading to a new type or Status and are receiving initial training will receive the salary for the position that they currently hold. The new salary rate will become effective after successful completion of PPC or forty-two (42) days of being awarded the position, whichever happens first.
- 3.9.2 Notwithstanding Section 3.9.1, C208 Captains will receive their new salary rate on successful completion of PCC or PPC (where PCC appears add PPC and vice-versa).
- 3.9.3 A new hire will start receiving salary on the first day of attended company ground school at the rate of a Level 1 PC12 FO.

703 for Captain and FO – Level 1 PC12 FO Rate

704/705 FO – Level 1 PC12 FO Rate

704 Captain - Level 1 PC12 Captain Rate

705 Captain – Level 1 PC12 Captain Rate

- 3.9.4 Notwithstanding 3.9.3, Apprentice Pilots will continue to be paid according to Section 30 until successful completion of the PPC or PCC as per section 3.9.1 and 3.9.2.
- 3.9.5 When a new hire's training is delayed due to a lack of availability of training devices outside of the Company's control, the new hire may be required to complete a PCC and fulfill duties as a First Officer on their applicable type. If the Pilot was hired for a Captain's position, the Pilot will begin receiving the Captain's salary upon the successful completion of the PCC.

3.10 RECURRENT TRAINING

- 3.10.1 Pilots receiving recurrent flight training shall be credited with duty hours as per Section 3.5.

3.11 RECURRENT GROUND SCHOOL

- 3.11.1 Pilots attending recurrent ground school shall be credited with duty hours as per Section 3.5.

3.12 ONLINE TRAINING

- 3.12.1 Pilots shall be expected to complete online training during duty periods within a minimum day or on a reserve day.
- 3.12.2 Pay for online training is included in the annual salary and is not above the salary.

3.13 SUBMITTING PAY INFORMATION

- 3.13.1 On days of work, all Pilots are required to submit an e-mail to pilottimes@wasaya.com with the following information:

- Airtime
- Flight Time
- Duty start
- Duty end
- Duty hours being claimed for pay purposes
- Single-engine day and night takeoffs and landings
- Multi-engine day and night takeoffs and landings

All Pilots are responsible for verifying their flight times and duty hours in the accumulator. Four (4) days after the end of the Block, the duty hours reported in the accumulator will be used for pay purposes. It is the Pilot's responsibility to ensure accuracy. Failure to submit accurate and complete e-mails will result in the payment of salary only to the Pilot for the previous Block. Adjustments will be made the following pay upon submission of accurate and complete Pilot information.

- 3.13.2 All Pilot training pay reports and expense forms are to be e-mailed to pilotpay@wasaya.com or sent in the Company mail to the Flight Operations Assistant within four (4) days after the end of a Block. Pay for training pay and expenses shall be provided with the next regular pay.

3.14 PAY PERIODS

- 3.14.1 Pilots shall be paid bi-weekly.

3.15 PAY DISCREPANCIES

- 3.15.1 Any pay or expense discrepancies for which the Company is at fault, less than one hundred dollars (\$100.00), shall be paid on the next regular pay. Any discrepancies over one hundred dollars (\$100.00) shall be paid via direct deposit within three (3) banking days of the discrepancy being verified by the Company. In cases of an overpayment greater than one hundred dollars (\$100.00), a schedule of repayment shall be arranged by the Company with consultation with the Pilot. Where the Pilot is terminated or resigns, the balance of the overpayment shall be deducted from his final pay cheque.
- 3.15.2 Where there is a discrepancy between the information in the Pilot's e-mail submission and the Accumulator, the Pilot shall inform the Company of the discrepancy as soon as possible and no later than three (3) months after the date of the error.

3.16 VACATION DAYS OR DAYS-OFF PAY

- 3.16.1 A Pilot accepting duty on a day off shall be paid at the overtime rate of one and one-half (1.5) times the Pilot's duty hour rate for all duty hours. This overtime pay shall be in addition to regular salary. This does not apply to a Pilot who is undergoing training or a check ride on a day off as the result of a failure of a previous check ride. The additional duty hours worked on a day off shall not be included in the calculation of one hundred and sixty (160) duty hours in a Block for the purpose of determining a Pilot's entitlement to overtime for that Block.
- 3.16.2 A Pilot who is on duty that extends into a day off shall be credited with duty hours at the regular rate for the first two (2) hours of duty that fall into the day off.
- 3.16.3 A Pilot who is on duty that extends into a day off in excess of the two (2) hours per Section 3.12.2 shall be paid for such duty at the overtime rate for the time that extends past the initial two (2) hours. Overtime pay for hours worked beyond 0200 LT on the day off shall be paid in addition to regular salary. The additional duty hours which exceed the two (2) hours shall not be included in the calculation of one hundred and sixty (160) duty hours in a Block for the purpose of determining a Pilot's entitlement to overtime for that Block.
- 3.16.4 Notwithstanding Section 3.16.1, when a Pilot accepts unscheduled overtime, with less than twenty-four (24) hours' notice, a Pilot reporting for duty on a day off shall be paid a minimum of eight (8) duty hours at the overtime rate over and above his salary. If the Company advises the Pilot that the duty on his day off is no longer required by 1900 LT the previous day, no compensation will be allocated.
- 3.16.5 If scheduled overtime is assigned and agreed upon, more than twenty-four (24) hours in advance and the Company advises the Pilot the overtime is no longer needed, at least twenty-four (24) hours prior to the assigned duty, no compensation will be allotted. If a Pilot is notified with less than twenty-four (24) hours' notice prior to the assigned duty, a Pilot shall be paid a minimum of eight (8) duty hours at the overtime rate over and above his salary.

3.17 NORTHERN STATION PREMIUMS

3.17.1 All Pilots who maintain a residence at a Northern Station listed below shall receive a Northern Premium. The Northern Premium shall be pro-rated and paid on a bi-weekly basis as follows:

- a. YPL = \$3,000 annually
- b. YRL = \$3,000 annually
- c. YXL = \$3,000 annually

3.18 STATUTORY HOLIDAY PAY

3.18.1 Pilots shall be paid using the following formula for each Statutory Holiday:

- a. The previous year's annual gross earnings times zero-point four percent (0.4%), or
- b. Based on annual salary times zero-point four percent (0.4%) if employed less than one (1) year.

3.19 HOLD TIME

3.19.1 All hold time is included in a Pilot's duty period, as identified in Section 3.5.2.

3.20 OVERTIME PAY – THE OVERTIME RATE

3.20.1 The overtime rate shall be one and one-half (1.5) times the Pilot's duty hour rate paid above salary.

3.21 CHANGE OF EQUIPMENT ASSIGNMENT OR STATUS

3.21.1 The pay transition date for Pilots who have been awarded a status upgrade shall be the date the Pilot successfully completes his PPC/PCC for the awarded Assignment or, in the case of the C208 Captain and PC12 First Officers, the date the Pilot successfully completes the PPC/PCC or forty-two (42) days of being awarded the position, whichever happens first.

3.21.2 The pay transition date for Pilots who have been assigned a status reduction shall be the date the Pilot successfully completes his PPC/PCC for the awarded Assignment or, in the case of the C208 Captain and the PC12 First Officers, the date the Pilot successfully completes the PCC/PPC.

3.21.3 When a Captain is temporarily assigned as a First Officer on the same aircraft type, he shall maintain his current status rate of pay as a Captain for that type except in the case of demotion or disciplinary action.

3.21.4 A Pilot who is current on more than one (1) type of aircraft shall have a primary type of aircraft distinguished.

3.21.5 A Pilot who, per Section 3.21.4, is flying his primary aircraft shall receive primary aircraft pay rate.

3.21.6 A Pilot who, per Section 3.21.4, is flying his secondary aircraft shall receive primary aircraft pay rate or the rate of the secondary aircraft, whichever is higher.

3.21.7 When a pilot requests a move to a type/category within status for which he has prior service at the Company, he shall be placed on the relevant pay scale on the basis of that prior service. For any pilot that requires only recurrent training to return to the previous type, he will receive credit for service of one (1) year for every year on the type/category within status from which the Pilot is moving.

3.21.8 When a pilot upgrades from one type/category to another within status, he shall not suffer any loss of pay as a result. The Pilot will be frozen at the previous pay amount until the new pay scale catches up to him.

3.22 OCCUPATIONAL HEALTH AND SAFETY

3.22.1 The Company agrees to incorporate at least one (1) Pilot in the Company Occupational Health and Safety Committee (OHSC) and the OHS Policy Committee. The Pilot(s) on the OHSC and the Policy Committee shall receive pay for three (3) duty hours at the Pilot's regular duty hour rate for attending OHSC and Policy Committee meetings. Pay for OHSC and Policy Committee shall be above regular salary.

3.23 PAY FOR POSITIONING

3.23.1 Pay for positioning shall be included in the Pilot's salary as part of the duty period, as per Section 3.5.2.

3.23.2 Total duty for the purpose of calculating positioning in a duty period shall be determined by commencing forty-five (45) minutes prior to scheduled departure time or as per the relevant Airline recommended check-in time and ending fifteen (15) minutes after actual arrival time.

3.23.3 Pilots who position on a day off shall be paid per Section 3.16.1 and this shall be over and above a Pilot's salary.

3.24 TEST FLIGHTS

3.24.1 A Pilot's duty period in Section 3.5.2 shall include time required to perform aircraft test flights or maintenance ground runs prior to or after a scheduled flight.

SECTION 4**HOURS OF SERVICE****4.1 DUTY PERIOD**

- 4.1.1 A duty period shall start, unless delayed reporting or an earlier reporting time is requested by the Company, prior to the scheduled departure time in accordance with the following table:

Start

a. Operating from a Maintenance Base	45 Minutes
b. Operating Away from a Maintenance Base	60 Minutes
c. Pilot Positioning	45 Minutes
d. Operating 705 Passenger Flight	60 Minutes
e. Line Indoctrination	75 Minutes
f. Flight Training in an Aircraft	90 Minutes

- 4.1.2 A duty period will end in accordance with the following table:

End

a. Terminating at a Maintenance Base	15 Minutes
b. Terminating Away from a Maintenance Base	30 Minutes
c. Aircraft Repositioning Required (taxiing)	15 Minutes
d. Pilot Positioning	15 Minutes
e. Reserve	Per Section 5.12

- 4.1.3 When a change in calendar day occurs during a duty period, the date on which the duty period began shall be used when determining the period to which the duty hours will be applied.

- 4.1.4 When a scheduled duty period or a known duty period extends into the next calendar day for up to a maximum of two (2) duty hours where a Pilot is scheduled to be on a day off, the two (2) duty hours shall be paid per Section 4.1.3.
- 4.1.5 If a scheduled duty period or known duty period ends beyond the two (2) duty hours per Section 4.1.4, the Pilot shall have the following options:
- Prior to the duty period commencing, the sole right to refuse to operate beyond the two (2) duty hours; or,
 - If the Pilot elects to operate beyond the two (2) duty hours, he shall be paid at the overtime rate for such time that falls beyond the two (2) duty hours.

Example – If a duty period ends at 03:00 LT, the time from 00:00 LT to 02:00 LT will be paid at straight time. The time period from 02:00 LT to 03:00 LT will be paid at the overtime rate.

- 4.1.6 Currently the minimum rest between two (2) duty periods shall be ten (10) consecutive hours, which may be reduced to nine (9) hours and fifteen (15) minutes consecutive, with the consent of the Pilot(s). The Company shall not interrupt a Pilot's minimum crew rest in order to assign him duty. Any interruption of the minimum crew rest shall constitute a recommencement of that minimum crew rest.
- 4.1.7 Effective January 1st, 2021 or as directed by Transport Canada or the Company, for 705 Pilots, the Company shall provide the minimum rest periods between two (2) duty periods shall be as follows or as identified in the CARs:
- In a crew house with meals provided by the Company: 10 hours
 - In a hotel/crew house and meals provided by restaurants: 11 hours
 - At home base: 12 hours
 - Minimum rest will be increased by CARs rules for duty extensions, split duty days and positioning extensions
- 4.1.8 Effective January 1st, 2023 or as directed by Transport Canada or the Company, for 703/704 Pilots, the Company shall provide the minimum rest periods between two (2) duty periods shall be as follows or as identified in the CARs:
- In a crew house with meals provided by the Company: 10 hours
 - In a hotel/crew house and meals provided by restaurants: 11 hours
 - At home base: 12 hours
 - Minimum rest will be increased by CARs rules for duty extensions, split duty days and positioning extensions

- 4.1.9 When a Pilot agrees to a reduced rest period, the following duty day shall not exceed ten (10) duty hours. This clause will be void upon the earliest implementation of the new CARs duty times (SOR/2018-269) as per 4.1.7 and 4.1.8.
- 4.1.10 Notwithstanding Section 4.1.9, the Pilot shall have the sole discretion to accept a longer duty period. This clause will be void upon the earliest implementation of the new CARs duty times (SOR/2018-269) as per 4.1.7 and 4.1.8.

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SECTION 05**SCHEDULING****5.0 GENERAL**

- 5.0 The Company shall be responsible for the construction of the Pilot schedules, which shall be in 28-day Blocks. The Parties agree that input from the Pilot group is encouraged and the Company will seek it as needed.

5.1 CREW SCHEDULES

- 5.1.1 Flight crew scheduling information is located in Appendix F which contains: Block Number, Block Schedule Dates, Vacation Request Deadline, RD Request Deadline and Schedule Posting Date. Distribution of the crew schedules shall be the responsibility of the Flight Operations Department. The schedule shall be posted on Sharepoint or Company internal site no later than 1700 (ET) on the Schedule Posting Date identified in the Flight Crew Block Schedule (Appendix F).
- 5.1.2 If a holiday falls between the RD request deadline date and/or on the Schedule posting date, the schedule shall be posted as per the Schedule posting date identified in Appendix F.
- 5.1.3 Days off and vacation days shown on version number one (1) of the Block schedule shall be utilized in determining overtime pay, if any, under Section 3 – Pay.
- 5.1.4 The Block schedule shall include, but not be limited to, the following:
- a. seniority number, and
 - b. identification of Pilot by name, and
 - c. identification of a Pilot's station, and
 - d. identification of anticipated work assignments, including Company-required pilot positioning, flight training, ground schools, and
 - e. status, and
 - f. vacation day, and
 - g. Days off, and
 - h. Association business flight release days

5.2 SCHEDULING CONSTRUCTION

- 5.2.1 The production and amendment of the schedule shall be the responsibility of the Chief Pilot to ensure an uninterrupted flight schedule and to meet the provisions of this Agreement, the Company, and customer needs.
- 5.2.2 The schedule shall be constructed ensuring all operational requirements of the Company are met. This shall take into account the qualifications and availability of the Pilots, their seniority, and their requested Days Off while adhering to the scheduling provisions of this Agreement. Requests for Days Off shall be awarded in accordance with seniority by status and station, unless Company or customer needs dictate otherwise.
- 5.2.3 Awarded assignments are subject to change by the Company at any time after publication of the schedule to accommodate operational or customer requirements but shall not affect or change Days Off or vacation days as set out in version one (1) of the Block schedule.
- 5.2.4 Pilots shall submit their requests for Days Off to the Flight Operations Department via e-mail to pilotpay@wasaya.com no later than 1200 (ET) 1100 (CT) on the RD Request Deadline identified in the Flight Crew Block Schedule (Appendix F).

5.3 ROTATIONAL CREW SCHEDULE CONSTRUCTION FOR YPL AND YRL

- 5.3.1 Crew schedules for rotational crews are not biddable. The schedule for the rotational crews shall be for fourteen (14) consecutive days on, followed by fourteen (14) consecutive Days Off.
- 5.3.2 All Days Off must be scheduled at the Pilot's station. For the purposes of this Agreement, Pickle Lake rotational crews' station shall be YQT, and Red Lake rotational crews shall be YRL. Notwithstanding Section 19.2.1, if a Pickle Lake crew is scheduled to work anywhere other than Pickle Lake, accommodations and per diems will be provided.
- 5.3.3 Pilot positioning for rotational crews (YPL) may be scheduled for the day prior to the first scheduled flying day, and the day following the last scheduled flying day of the rotation. Notwithstanding Section 3.12.1, there shall be no pay and no credit for duty hours for pilot positioning for rotational crews, where the Pilots are travelling on the dedicated maintenance flight. The maintenance flight is normally scheduled to depart YQT at 1800 local. Changes in departure time may occur due to operational requirements.
- 5.3.4 In the case of a requirement to transition a Pilot from one (1) rotation to another, the Company will make an effort to ensure that the Pilot still maintains at least a ratio of one (1) day off to one (1) day on.

Note:

There will be no overtime pay when the rotation is being changed.

5.4 YXL CREW SCHEDULE OPTIONS

- 5.4.1 YXL-based Captains and “eligible” YXL First Officers shall be scheduled to work fourteen (14) days in a twenty-eight (28) day block. To ensure proper scheduling coverage rotational blocks can only be assigned if operational requirements are met. Below are the scheduling options:
- a) Rotational
 - 14 days On 14 days Off;
 - 7 days On 7 days Off, 7 days On 7 days Off
 - b) Non-Rotational
 - 4 On 3 Off, 3 On, 4 Off, 4 On 3 Off, 3 On, 4 Off;
 - As per Section 5.4.3 of the Collective Agreement between the Parties, a Pilot may choose to be assigned a fixed block of seven (7) consecutive days off plus any available RDs;
 - Captains and eligible First Officers may choose to receive fourteen (14) days off per a twenty-eight (28) day block schedule based on 5.7.1 of the Collective Agreement
 - c) Non-Eligible First Officers
 - A schedule based on 5.7.1 of the Collective Agreement
- 5.4.2 The above schedule options will also be made available to the top three (3) 704 YXL First Officers on the Company seniority list. To be “eligible,” these YXL First Officers must (i) not be a probationary employee, and (ii) must have at least three (3) years of Company Seniority. The Company may extend the above provisions to YXL 703/705 First Officers dependent on operational need and demand of the schedule.
- 5.4.3 All other YXL First Officers (i.e. those not covered by 5.4.2 above) will follow the scheduling provisions in Section 5.7.1 of the Collective Agreement between the Parties.
- 5.4.4 Once per calendar year, a YXL Captain or an eligible YXL First Officer may choose to change their schedule option. Pilots shall email the Chief Pilot, with a copy to the MEC, requesting the change no later than the Vacation Request deadline for the Block the YXL Captain or the eligible YXL First Officer wishes to change. Changes to the Pilot’s schedule can only be assigned if operational requirements are met.
- 5.4.5 The Vacation schedule for YXL Captains or eligible YXL First Officers that choose a rotational schedule as per 5.4.1(a) will follow the Vacation provisions of Section 12.2.3(b) of the Collective Agreement between the Parties.

5.5 YQT CAPTAIN CREW SCHEDULE OPTIONS (703/704 AIRCRAFT)

5.5.1 YQT-based 703/704 Captains shall be scheduled to work fourteen (14) days in a twenty-eight (28) day block. To ensure proper scheduling coverage rotational blocks can only be assigned if operational/customer contract requirements are met. Below are the scheduling options:

- a) Rotational
 - 14 days On 14 days Off;
 - 7 days On 7 days Off, 7 days On 7 days Off
- b) Non-Rotational
 - 4 On 3 Off, 3 On, 4 Off, 4 On 3 Off, 3 On, 4 Off;
 - As per Section 5.4.3 of the Collective Agreement between the Parties, a Pilot may choose to be assigned a fixed block of seven (7) consecutive days off plus any available RDs;
 - Captains may choose to receive fourteen (14) days off per a twenty-eight (28) day block schedule based on 5.7.1 of the Collective Agreement

5.5.2 All YQT-based 703/704 First Officers will follow the scheduling provisions in Section 5.7.1 of the Collective Agreement between the Parties.

5.5.3 Once per calendar year, a YQT-based 703/704 Captains may choose to change their schedule option. Pilots shall email the Chief Pilot with a copy to the MEC requesting the change no later than the Vacation Request deadline for the Block the YQT-based 703/704 Captain wishes to change. Changes to the Pilot's schedule can only be assigned if operational requirements are met.

5.5.4 The Vacation schedule for YQT-based 703/704 Captains that choose a rotational schedule as per 5.5.1. (a) will follow the Vacation provisions of Section 12.2.3(b) of the Collective Agreement between the Parties.

5.6 YQT 705 CAPTAINS AND YQT FIRST OFFICERS

5.6.1 All YQT-based 703/704/705 First Officers will follow the scheduling provisions in Section 5.7.1 of the Collective Agreement between the Parties.

5.6.2 All YQT-based 705 Captains will follow the scheduling provisions in Section 5.7.1 of the Collective Agreement between the Parties.

5.7 NON-ROTATIONAL CREW SCHEDULE CONSTRUCTION

5.7.1 Based on length of service on the Pilot seniority list, non-rotational crews shall be available for duty per 28-day Block as follows:

Captains:

A	0-3 years	17 days on	11 days off	9 RDs
B	More than 3 Less than 9	16 days on	12 days off	10 RDs
C	More than 9 less than 14	15 days on	13 days off	11 RDs
D	More than 14	14 days on	14 days off	12 RDs

First Officers:

A	Less than 1 Year	18 days on	10 days off	8 RDs
B	More than 1 - Less than 3 Years	17 days on	11 days off	9 RDs
C	More than 3 Years	16 days on	12 days off	10 RDs

5.8 REQUESTED DAYS OFF (RD)

5.8.1 RDs shall be scheduled according to seniority, per Section 5.2.2. Scheduled Days Off on the final schedule shall not be disputed by any Pilot.

5.8.2 Non rotational crews may choose to be assigned a fixed block of seven (7) consecutive days off. This block shall remain the same throughout the year. All blocks shall begin on a Wednesday and end on a Tuesday. If this option is chosen, the RD's shown in 5.4.1 will be reduced by seven (7). The initial allotment of the 7-day blocks will be assigned by preference in order of Seniority. As vacancies arise, further changes to the allotment of the 7-day block may be made available in order of seniority at the discretion of the company. This will not result in people being displaced from a block.

5.8.3 Pilots shall submit, their Days Off requests to the Company no later than 1200 (ET) on the RD Request Deadline identified in the Flight Crew Block Schedule (Appendix F).

5.8.4 Each Pilot's minimum days off per 28-day block shall be at the pilot's assigned station.

5.8.5 Notwithstanding Section 5.4.5, such restrictions may be waived solely with the Pilot's consent.

5.9 GOLDEN DAYS OFF (GDO)

- a) Non-rotational Pilots are entitled to three (3) consecutive Golden Days Off (GDOs) per calendar year. These GDOs are not in excess of the Days Off in Section 5.7.1. A Pilot who has requested GDOs in a Block is still entitled to request up to his maximum allowable RDs as outlined in Section 5.7.1 in that Block.

- b) The Pilot requesting GDOs shall do so no later than the Vacation Request Deadline for the Block where he wishes to reserve the dates. The Vacation Request Deadline is identified in the Flight Crew Block Schedule (Appendix F). The request for these dates shall be made no later than 1200 (ET)/on the Vacation Request Deadline via e-mail to pilotpay@wasaya.com. Pilots can only make one request at a time.
- c) These GDOs shall be awarded on a first-come, first-served basis, and should two or more Pilots request the same days at the same time, then seniority shall prevail. The Company reserves the right to limit the number of Pilots free of duty on any given day.
- d) Once granted, a GDO cannot be altered.
- e) Unused GDOs are not subject to carryover.
- f) GDO's do not supersede vacation request or awards.

5.10 SCHEDULING PROBLEMS – ERRORS – CHANGES

- 5.10.1 Pilots affected by errors discovered in the published Pilot schedule and changes required after the commencement of the period in which the schedule pertains shall be notified of the changes as soon as practicable by the Company. Only duty hours or other pay accumulated by the change will accumulate.
- 5.10.2 The Company shall have the latest version of the schedule published on Sharepoint or Company internal site.

5.11 DAY TRADES

- 5.11.1 Day trades are available to a pilot in two (2) forms:
 - a. Two (2) Pilots may trade schedules or portions thereof; or,
 - b. In the absence of a pilot with whom to trade, a pilot may trade within his own schedule.
- 5.11.2. Day trades are subject to the advance approval of the Chief Pilot.
- 5.11.3 As soon as possible and no later than twenty-four (24) hours prior to the contemplated day trade, Pilots wishing to make a day trade shall put their request in writing to the Flight Operations Administrative Assistant with the date, names, and signatures of the relevant Pilots. These requests shall not be unreasonably denied by the Chief Pilot who will respond within a timely manner. For greater clarity, it is not unreasonable for the Chief Pilot to deny a day trade which requires pilot positioning.
- 5.11.4 A pilot participating in a day trade shall not be paid the overtime rate in any event.

- 5.11.5 Day Trades are voluntary, and Pilots are credited only for the actual duty period. No pay or duty hour credit will be given for Pilot positioning or other expenses as a result of the exchange.
- 5.11.6 The company shall provide space available travel to any Company Station for any Pilot travelling on a day trade.
- 5.11.7 Day trades will be invalid should any Pilot in the day trade not be available to complete the day trade, unless the Pilot requesting the day trade is able to complete the trade with another Pilot per this Section.

5.12 RESERVE

- 5.12.1 Pilots on reserve who have not been given duties the night before or prior to that shall be called in order of seniority for reserve assignments. The senior reserve Pilot shall have the first right to refuse an assignment if there are unassigned Pilots junior to him of the same status and station on reserve on the same day.

Example:

There are three (3) Pilots on reserve on a given day. The most senior Pilot shall be called first (1st) for any duty on that day, and if he refuses, then the next most senior Pilot shall be called for the duty, and if he refuses, then the third (3rd) most senior Pilot must accept the duty.

- 5.12.2 The normal time for the reserve period shall be between 0600 LT and 1900 LT.
- 5.12.3 The normal reserve period commencement and end time can be changed by the Company by up to three (3) hours.
- 5.12.4 Crews on reserve must be notified by the Company of changes to their normal reserve-period commencement time ten (10) hours before the reserve period is to start.
- 5.12.5 Crews on reserve not called for duty before 1900 LT shall be considered released from duty, unless the normal reserve period has changed per Section 5.12.3.
- 5.12.6 The total time from reserve period commencement until the Pilot is released from all assigned duty shall not exceed eighteen (18) consecutive hours, unless the Pilot consents.

Example:

A Pilot commencing a reserve period at 0600 LT and who begins duty at 1800 LT must be released from duty no later than 0000 LT.

- 5.12.7 A reserve pilot shall be considered available for duty at all times during his reserve period. The Pilot shall advise the applicable operations centre of the primary telephone number where he can be reached and shall be available and answer all calls to those numbers made by the Company.
- 5.12.8 A reserve Pilot shall be given sixty-one (61) minutes to report for duty. Effective January 1st, 2021 for 705 Pilots and January 1st, 2023 for 703/704 Pilots or as directed by Transport Canada or the Company, the timeframe for a reserve Pilot required to report for duty will be as defined in the CARs.
- 5.12.9 The applicable Operations Centre shall attempt to make contact with a reserve Pilot. A Pilot who does not answer the call will not be deemed unavailable for future calls; however, the next Pilot will be called for duty. If after all Pilots on reserve have been called and no one is reached, the process will start over with no less than ten (10) minutes before the start of the second set of calls. If after the second attempt a Pilot is still not reachable, the Pilot will be deemed unavailable, and may be subject to discipline.
- 5.12.10 A Pilot on reserve who reports for a flight that does not operate or who performs any duty shall remain on reserve and the following conditions shall apply:
- a. The Pilot shall be credited with a minimum duty day of eight (8) hours, which shall start from the time he reports for duty. The Pilot's reserve shall end at the end of the eight (8) hour period, unless the reserve period is extended by the Company.
 - b. If the Pilot's duty period is greater than eight (8) hours or the reserve period is extended beyond the eight (8) hours, he shall be credited for the actual duty hours.
- 5.12.11 A reserve Pilot shall not be considered on duty until such time as he has been called in and has reported for duty. Example: If a pilot is called at 0700 LT and reports at 0800 LT and departs at 0845 LT, his duty period is considered to have started at 0800 LT.

5.13 ASSIGNMENT

- 5.13.1 The applicable operations centre shall ensure by 2000 LT each day that crews have been assigned to all known duty commencing the next calendar day. The applicable operations centre shall indicate to the Pilot:
- a. departure time, and
 - b. point of departure (hangar or terminal), and
 - c. route(s) flown, and
 - d. Time of anticipated assignment completion subject to further assignment for the duty day.

- 5.13.2 If the Pilot's duty period continues later than 2000 LT, the applicable operations centre shall notify the Pilot of his next day's assignment prior to the end of his duty period.
- 5.13.3 If no duty is assigned or if the Pilot has not been notified by 2000 LT, the Pilot shall be considered on reserve.
- 5.13.4 The applicable operations centre shall ensure that Pilots are notified with sufficient duty rest to report for the next day's assignment.
- 5.13.5 If the Company anticipates a pilot exceeding 160 duty hours in a Block, the Company shall have the right to remove future assignments in that Block to prevent the Pilot from going above 160 duty hours and into overtime pay.
- 5.13.6 Notwithstanding 5.13.5, the Company shall notify the pilot no later than 1900 LT the previous day that he is not on reserve, and such removal shall not reduce the Pilot's salary.
- 5.13.7 Upon reaching 180 duty hours in a block a pilot may refuse any future assignments.

5.14 REASSIGNMENT

- 5.14.1 A Pilot may be reassigned at any time within his reserve period. For a Pilot who reports for a flight that does not operate, his duty period shall commence at the reporting time of his first (1st) assigned duty. A Pilot's duty day shall continue until completion of his duty day per Section 4.1.2 – Hours of Service.
- 5.14.2 Notwithstanding Section 5.14.1, if the Pilot is contacted prior to reporting for a flight that has been cancelled, he may be reassigned to reserve duty that shall end at 1900 LT.

5.15 ASSIGNMENT OF OVERTIME ON DAYS OFF – ROTATIONAL

- 5.15.1 Pilots on Days Off shall be offered available overtime according to the Overtime List, regardless of station. The Overtime List will show Pilots in order of seniority, status, and primary type. The Overtime List will revolve based on acceptance of overtime.

Example:

If overtime is offered and accepted by the most senior Pilot, he will be placed at the bottom of the Overtime List. The next most senior Pilot will then be the first Pilot called for the next available overtime.

- 5.15.2 Under exceptional circumstances, the Company may use its discretion to assign overtime to meet operational requirements or efficiencies in an attempt to equalize overtime incurred.

- 5.15.3 If all pilots who operate the aircraft as their primary type are not available, pilots who operate the same aircraft as their secondary type may be called.
- 5.15.4 A Pilot accepting duty on a day off shall report for duty as quickly as practicable. If the Pilot is unable to report for duty within ninety (90) minutes, the Company reserves the right to contact the next most senior Pilot.

5.16 ASSIGNMENT OF OVERTIME ON DAYS OFF – NON-ROTATIONAL

- 5.16.1 Pilots on Days Off shall be offered available overtime according to seniority, status, primary type, and station.
- 5.16.2 When there are no Pilots available at the Station to accept overtime, overtime will be offered to pilots at other stations based on seniority and the most efficient solution.
- 5.16.3 Under exceptional circumstances, the Company may use its discretion to assign overtime to meet operational requirements.
- 5.16.4 If all pilots who operate the aircraft as their primary type are not available, pilots who operate the same aircraft as their secondary type may be called.
- 5.16.5 A Pilot accepting duty on a day off shall report for duty as quickly as practicable. If the Pilot is unable to report for duty within ninety (90) minutes, the Company reserves the right to contact the next most senior Pilot.

SECTION 6

SENIORITY

6.1 APPLICATION OF SENIORITY

- 6.1.1 Seniority means the continuous period from the first day of technical ground school with the Company as shown on the Company records, after successful completion of the probationary period excluding any LOA. The agreement to have seniority start at the time period referenced above does not constitute an agreement that this is a period of employment.
- 6.1.2 Subject to the provisions contained in this Agreement, and provided all minimum requirements as contained in the CARs and COM are met, a Pilot's seniority shall govern the following:
- a. where there is more than one equally qualified candidate when awarding vacancies,
 - b. the bidding and awarding of annual vacation entitlements,
 - c. retention in the case of reduction in force,
 - d. recall after layoff due to the reductions in force, and
 - e. the awarding of LOAs, VLOAs, and VLOFFs.

6.2 DETERMINING SENIORITY

- 6.2.1 All full-time Pilots shall be credited with their seniority held as of the date of ratification of this Agreement and defined above and shall continue to accumulate in accordance with the provisions of the Agreement. For all full-time Pilots hired on or after date of ratification, seniority shall accrue per Section 6.1.1.
- 6.2.2 A Pilot performing non-flying, supervisory, or management duty shall retain and accrue seniority. When a Pilot has given written notice to his direct supervisor and MEC Chair of his intention to return to a line pilot position, he may exercise his seniority per Section 6.1.1.
- 6.2.3 A Pilot returning from managerial, non-flying, or supervisory duties, who has given his written notice as per 6.2.2, shall:
- a. Bid on vacancies according to his seniority at the time of return, or
 - b. If he is not awarded, or does not accept, a position per Section 6.2.3(a), he may be placed on LOA at his option, per Section 14 – Leaves of Absence, until such time that there is a vacancy.

- 6.2.4 Management Pilots, who move to a bargaining unit position, shall be placed on the pay scale on the basis of prior service on type/category as bargaining unit member plus credit for management service of one (1) year for every year of management service.
- 6.2.5 In no instance will the pilot in 6.2.4 be placed lower than Level 2 (13–24 months).
- 6.2.6 The Company will credit the Association with an amount equal to Executive Inactive dues on behalf of each Management Pilot on the PSL to a maximum of \$1,000 per Management Pilot per year into the Flight Release Time Bank identified in Section 29.

6.3 PILOTS SENIORITY LIST (PSL)

- 6.3.1 A PSL for Pilots shall be established. Such list shall contain the names and the dates of seniority.
- 6.3.2 The Company is responsible for maintaining the PSL. The PSL will form part of this Agreement and is attached hereto as “Appendix A”.
- 6.3.3 The Company shall publish a PSL, which is to be updated monthly.
- 6.3.4 A copy of the PSL will be sent with the monthly schedule and will be posted on the Pilot website.
- 6.3.5 Where two (2) or more Pilots have the same seniority date, their relative seniority on the PSL shall be determined by a lottery. A pilot being hired directly from an ALPA carrier will be assigned seniority on the PSL prior to any lottery being conducted. If more than one (1) pilot with the same seniority date is hired by the Company directly from an ALPA carrier, the pilot with the lower ALPA number will be placed on the PSL first.
- 6.3.6 The lottery shall be conducted by the MEC Chairman within thirty (30) days of the seniority date.

6.4 PILOTS SENIORITY LIST DISPUTES

- 6.4.1 The PSL shall be open for correction for a period of thirty (30) consecutive calendar days from date of posting on presentation of proof of error by a Pilot or a representative of the Association.
- 6.4.2 When a Pilot is on vacation when such a list is published, he shall have thirty (30) consecutive calendar days after his return to duty.
- 6.4.3 Any omissions or errors are to be brought to the attention of the Chief Pilot within the specified time period per Section 6.4.2; otherwise the PSL as posted shall be considered as final and binding and no longer subject to challenge then or at any subsequent posting.

6.4.4 However, by mutual agreement, the Company and the Association shall have the authority to correct errors at any time with agreement of the disputing Pilot.

6.4.5 Seniority protests that cannot be satisfactorily resolved may be processed per Section 22 – Grievance Procedure and, if necessary, per Section 24 – Arbitration.

6.5 LOSS OF SENIORITY

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

- a. resigns, or
- b. is discharged for just cause, or
- c. retires, or
- d. fails to return from layoff or is not recalled from layoff per Section 17 – Layoff and Recall, or
- e. neglects to present himself for work at the completion of a leave per Section 14 – Leaves of Absence, or
- f. was on medical leave, and his Civil Aviation Medical Examiner (CAME) has medically certified the Pilot fit to return to work, and the Pilot refuses to do so, or
- g. Notwithstanding the above, the Pilot is no longer in touch with the Company's Chief Pilot for a period of six (6) calendar months.
- h. has not returned to work for any reason, after their layoff, for a period of one (1) year and six (6) months from his last day of work.

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

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SECTION 7

MANAGEMENT PILOT FLYING

7.1 MANAGEMENT PILOTS

7.1.1 For the purpose of this section, Management Pilots shall be the following:

- a. President/Chief Executive Officer
- b. Chief Operating Officer
- c. Vice Presidents
- d. Director of Flight Operations
- e. Chief Pilot(s)
- f. Assistant Chief Pilot(s)

7.1.2 Nothing in this Agreement shall restrict the Company's rights to transfer employees to management duties with their concurrence or the right to withdraw employees from such management duties.

7.2 MANAGEMENT FLIGHT DUTY LIMITATIONS

7.2.1 Management Pilots shall be permitted to perform such duties as required by the Company to meet its service requirements.

7.2.2 Management Pilots shall perform duties to ensure currency provisions for the particular aircraft.

7.2.3 A Management Pilot may perform such flying as required by the Company up to a maximum of forty (40) flight hours per Block (exclusive of their personal training, check rides, maintenance test flights, ferry flights, non-rev flights). Any hours in excess of this shall require the consent of the MEC Chairman which will not be unreasonably withheld. If the MEC Chairman is not reachable, he will be notified as soon as practicable.

7.2.4 Information as to revenue hours flown by Management Pilots shall be provided to the MEC Chairman as requested, via e-mail. The forty (40) flight hours per Block may be increased if the Management Pilot is covering for vacation per Section 12 – Vacation.

7.2.5 A non-Management Pilot displaced by a Management Pilot may be reassigned by the Company according to operational requirements but shall be credited with the greater of the duty hours for the scheduled flight or the duty hours for the reassigned flight.

- 7.2.6 A Pilot may be displaced from any flight by a Management Pilot, with reasons for the displacement provided to the Pilot.
- 7.2.7 In the event no qualified Training Pilot is available on days on and at the station where training is required, a Management Pilot may perform such training duties during this period of unavailability.

SECTION 8**PROBATION****8.1 PROBATION PERIOD**

- 8.1.1 All new-hire Pilots shall be subject to a probation period of twelve (12) calendar months of active continuous service starting from the date they are designated and paid as fulltime Pilots.
- 8.1.2 Section 30 of this Agreement does not apply to probationary employees.
- 8.1.3 The Company reserves the right to dismiss the Pilot during his probationary period, should his services be deemed unsatisfactory, which decision would be in the sole discretion of the company. At the time of dismissal, the Company shall inform the Pilot, in writing, of the reasons for his dismissal with a copy to the Union.
- 8.1.4 While a probationary pilot has access to the grievance/arbitration procedures with regard to the provisions in this Agreement that are applicable to him, he shall only have a right to contest his dismissal for decisions that are arbitrary, discriminatory, or in bad faith. This substantive right may be dealt with through the grievance and arbitration procedure.

8.2 EXTENSION OF THE PROBATION PERIOD

- 8.2.1 The Company may extend a Pilot's probation period for a maximum of three (3) additional calendar months.
- 8.2.2 A Pilot who has had his probation period extended per Section 8.2.1 shall be informed in writing. The Company shall state the reasons for such extension. A copy of the probation extension letter will be provided to the Pilot and MEC Chairman in writing as soon as practicable.
- 8.2.3 A Pilot who has had his probation period extended per Section 8.2.1 may meet with the Chief Pilot as soon as practicable to discuss the reasons for the extension. An Association representative may attend this meeting. It may be in-person or via a conference call.

8.3 REDUCTION OF THE PROBATION PERIOD

- 8.3.1 The Company may shorten the probation period of a Pilot whose services are considered satisfactory.
- 8.3.2 A Pilot who has had his probation period reduced per Section 8.3.1 shall be informed in writing by the Company with a written copy to the MEC Chairman as soon as practicable.

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SECTION 9

FILLING OF VACANCIES

9.1 STATIONS

9.1.1 For the purpose of this Agreement, the following locations shall be recognized as Pilot Stations:

- a. YPL
- b. YRL
- c. YQT
- d. YXL

9.1.2 If new Pilot Stations are introduced into the system, the Company shall comply with the terms and conditions of this collective agreement. The Company shall provide prompt notification to the Association of the introduction.

9.1.3 In the event new Pilot Stations are added, positions shall be bulletined per Section 9 – Filling of Vacancies.

9.1.4 If a new Pilot Station is established and no bids are received, the Company may assign the most junior qualified Pilot on type.

9.2 TEMPORARY STATION

9.2.1 When a charter or contract operation requires that an aircraft be positioned away from an established station for more than thirty (30) days, the Company may offer a temporary station bid to currently qualified Pilots holding equipment assignments to the type, provided that no Pilot shall lose his permanent position or be reduced in status as a result of a temporary station. This applies only to non-rotational crews.

9.2.2 Pilots assigned to a temporary station shall be reimbursed for expenses per Section 19 – Expenses, Lodging, and Transportation, while assigned to a temporary station.

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

9.2.4 When a Pilot is assigned by the Company to a temporary station and his vacation falls within this period, he shall have his vacation reassigned to another period that is mutually agreeable to the Company and the Pilot. If an agreement cannot be reached, the Company reserves the right to reassign the vacation.

- 9.2.5 In cases where the Company must assign the most junior qualified Pilot on type, and the Pilot's vacation falls within this period, the Company will uphold the approval of the Pilot's vacation, and he shall travel to his station at the Company's expense.

9.3 STATION TRADE

- 9.3.1 Pilots holding the same equipment assignment and status shall be permitted to make a mutual exchange of station with the approval of Management provided that the Association receives no objections from all Pilots on the same equipment type and status.

9.4 BIDDING ON VACANCIES

- 9.4.1 For the purposes of Section 9, position shall encompass aircraft type, station and status.
- 9.4.2 When a vacancy for a permanent position occurs, the Company shall post a notice as specified below.
- 9.4.3 This notice shall be posted on the Pilot website and shall contain at least the following information:
- a. Status; and,
 - b. Station; and,
 - c. Equipment; and,
 - d. Anticipated training commencement; and,
 - e. Closing date of posting; and,
 - f. Qualifications.
- 9.4.4 Vacancies shall be posted for a minimum of seven (7) calendar days where practicable. In order to meet operational requirements, shorter closing periods with agreement by the MEC may be utilized by the Company.
- 9.4.5 Any Pilot wishing to apply for a posted vacancy (including one who is out of service) shall apply in accordance with the posted instructions.

9.5 AWARDING OF POSITIONS

- 9.5.1 All permanent vacancies shall be filled in accordance with seniority provided that all minimum requirements contained in the Transport Canada Regulations, this Agreement, and customer contract requirements are met, pending the assessment review per Section 9.5.2 and acceptance by management.
- 9.5.2 All Pilots who apply will be assessed for their suitability for the position sought. Assessments will be done prior to training for possible movement to a new position. As part of the assessment, a review of the training files will be conducted by the Chief Pilot, along with consultation with the Training Captains to determine suitability for the position. Should the Chief Pilot not select the senior qualified Pilot candidate in accordance with Section 9.5.1, he will forward the disputed bid to the Selection Review Committee (SRC) for evaluation (*see* Section 9.6).
- 9.5.3 In the event no Pilot considered qualified by the Company has applied for a posted position, the Company may designate the junior Pilot who is qualified for the position or may hire a Pilot from outside of the bargaining unit.
- 9.5.4 A Pilot who is awarded a position will be frozen in the aircraft type and status for:
- a. eighteen (18) months on 705 aircraft, or
 - b. twelve (12) months on 703 or 704 aircraft.
- 9.5.5 A Pilot who is awarded a position will be frozen at the station for:
- a. twelve (12) months on 705 aircraft, or
 - b. six (6) months on 703 or 704 aircraft.
- 9.5.6 A Pilot who is awarded a position where he changes station but remains on the same aircraft type and status as in 9.5.5 will be re-frozen at the time of the awarding of the position at the new station for six (6) months.
- 9.5.7 Should it be operationally necessary, Pilots who are changing stations due to being awarded a new position may be delayed until the position they are leaving has been filled.
- 9.5.8 The Company at its discretion may waive such freeze periods per Section 9.5.4 due to issues such as, e.g., workload or fleet changes.
- 9.5.9 During any freeze period a Pilot will be permitted to apply for other positions provided the proposed effective date of the applicable position will begin within ninety (90) days of the completion of the freeze period.

9.5.10. For the purposes of determining higher or lower, equipment assignments shall be rated in the following order, regardless of Station:

1. 705 Captain
2. 704 Captain
3. PC12 Captain
4. C208 Captain, B1900 First Officer, HS748 First Officer, or DH8 First Officer
5. PC12 First Officer

9.5.11 Up to fourteen (14) calendar days after the closing date of the posting, the Company shall provide an offer to the primary candidate. This written offer via company email shall include;

- a) Status
- b) Station
- c) Equipment
- d) Training Commencement Date (when known); and,
- e) Salary

9.5.12 An offered candidate will have up to forty-eight (48) hours to accept or decline the offer. It is the responsibility of all applicants to monitor their company email during the selection process. In the event the current offered candidate does not accept within the above time frame, the Company will have up to forty-eight (48) hours to provide an offer to the subsequent candidate(s).

9.5.13 In the event work duties prevent an applicant from having access to Company email, the Company shall make alternate arrangements to communicate the offer.

9.5.14 If training dates are included in the offer letter, acceptance of the offer is an acceptance of those training dates. Should training dates conflict with a pilots previously awarded schedule/vacation, Section 12.5.1 will apply.

- a) Pilots accepting a position requiring an initial course will be assigned a non-rotational training schedule as per Section 5.7.1 until the completion of all training.
 - i) Any previously awarded rotational or flex schedule will be forfeited upon acceptance of the new position.
 - ii) No overtime will be paid unless the Pilot exceeds his duty hours for that block schedule.
 - iii) At the completion of line check/consolidation, Pilots will be placed on their appropriate schedule as per operational requirements for base and type.

- b) All new hires accepting a position requiring an initial course will be assigned a non-rotational training schedule as per Section 5.7.1 until the completion of all training.
- c) At the completion of line check/consolidation, new hire Pilots will be placed on their appropriate schedule as per operational requirements for base and type.

9.5.15 All conditions of the awarded position shall apply within forty-two (42) days of the position being awarded or the completion of the PPC/PCC, whichever happens first.

9.5.16 Within two (2) consecutive working days of the filling of the posting(s), the Company shall post the bid result(s) as a memo on the Pilot website.

9.6 SELECTION REVIEW COMMITTEE (SRC)

9.6.1 An SRC, reporting to the Chief Pilot, shall be established to evaluate Pilot candidates who bid to any permanent/temporary Assignment when so required by the Chief Pilot. The SRC shall comprise of, where possible, a Company Check Pilot (appropriate to type currently flown) or the most senior Captain on the type currently flown who is not otherwise included on the Committee, a Training Captain (appropriate to type currently flown), and line Pilot(s) chosen by the MEC Chairman, or his designate. The committee shall comprise of a minimum of three (3) members.

9.6.2 The SRC shall be empowered to evaluate a Pilot's qualifications, demonstrated competence and such other factors, as the SRC deems appropriate, relevant to the Assignment being sought. Information obtained during this process will be kept confidential.

9.6.3 Throughout the evaluation process, the SRC shall endeavour to reach mutual consensus on the evaluation of a candidate. The SRC shall submit supporting and/or non-supporting written recommendations within seven (7) calendar days to the Chief Pilot who still retains the right to decide the selection. In the event a senior Pilot candidate is not selected for an Assignment, the Company shall inform such Pilot in writing stating the reasons therefore and provide a copy to the MEC Chairman, or his designate within seven (7) calendar days of receipt of the SRC recommendation. A Pilot who has been disqualified shall be able to grieve such decision in accordance with Section 22.0 – Grievance Procedure.

9.7 TEMPORARY ASSIGNMENT EXPENSES

9.7.1. Temporary assignments will be made when there are insufficient Pilots of required status on permanent assignment at a station to cover all flights on that equipment. Pilots may be temporarily assigned to a station where there are insufficient Pilots to cover flights.

9.7.2. Pilots on temporary assignment at another station shall be eligible for expenses per Section 19 – Expenses, Lodging, and Transportation, at that station for the duration of the temporary assignment.

9.7.3 A Pilot on a temporary Assignment at another established station shall be returned to his home station during Days Off at the Company's expense if he so wishes. If the Pilot remains at the established station during his Days Off, reimbursement for living expenses shall be continued.

9.7.4 An assignment arising due to incapacity of a Pilot, maternity or parental leave, or any vacancies of six (6) months duration or less may be filled by a Temporary Assignment.

9.8 TYPES AND VARIANTS

9.8.1 No Pilot shall be required to renew a secondary PPC/PCC without his consent.

SECTION 10**TRAINING****10.1 GENERAL TRAINING**

- 10.1.1 All training and check rides shall be conducted in accordance with Transport Canada requirements, the Company Operations Manual (COM) and the applicable Aircraft Training Manual.
- 10.1.2 Observers shall not be permitted in the simulator or on the aircraft flight deck when a Pilot is undergoing a PPC other than normal crew, Training Pilot, Check "A" Pilot, or Transport Canada Air Carrier Inspector without the consent of the Pilot(s) being assessed.
- 10.1.3 No period of flight training shall have more than three (3) trainees on a simulator or two (2) trainees on an aircraft at one time, without the consent of the Pilot(s) being trained.
- 10.1.4 The Company shall select Pilots to be designated as a Training Pilot.
- 10.1.5 Any recommendations made by a Training Pilot with regard to a trainee's progress and competence shall be considered by the Chief Pilot.
- 10.1.6 The trainee reserves the right to request a different Training Pilot. The reason for the request must be presented to and agreed upon by the Chief Pilot. The Chief Pilot also reserves the right to request and assign a different Training Pilot.

10.2 SCHEDULING

- 10.2.1 All required training and proficiency checks shall be scheduled, whenever possible, in advance and included in the Pilot's monthly schedule.
- 10.2.2 The training duty period shall be subject to the following:

Ground Training

- a. Prior to an initial aircraft ground school, a Pilot shall receive one (1) normal rest period free of all duty.
- b. When positioning is not required, a ground training session shall not exceed eight (8) consecutive hours on any given calendar day, expandable to a maximum of ten (10) consecutive hours with the consent of the Instructor and the Pilot(s) being trained.
- c. Ground schools shall not be scheduled for more than six (6) consecutive days without a day off without the consent of the Instructor and the Pilot(s) being trained.

- d. When positioning to a training location is required, the total time from check-in to the completion of the instructional training shall be ten (10) consecutive hours, expandable to a maximum of twelve (12) consecutive hours with the consent of the Instructor and the Pilot(s) being trained.

Online Ground Training

- e. Notification that training is due shall be given ninety (90) calendar days in advance of the course expiration deadline.
- f. Online ground training shall be completed during a pilot's normal days on.
- g. If the Pilot is not able to complete the assigned course(s) during his days on due to excessive workload, he may request from the Chief Pilot or DFO to complete the course on his Days Off and collect overtime pay. This request must be made at least thirty (30) calendar days prior of the expiration deadline.
- h. A Pilot has the option to complete an online course at any location where Internet access is available. This may be completed during the Pilot's duty period and commence no earlier than the scheduled commencement of the Pilot's duty period, or in cases of reserve days, no earlier than 10:00 LT and shall be included in the Pilot's daily duty limitations.
- i. The Pilot shall be given the ability to speak (via phone, in person or email) to a designated Instructor for instructional purposes and curriculum clarification during normal business hours. Should an Instructor not be available, a designated Instructor will return the call within five (5) business days.

Simulator or Aircraft Training

- j. When a Pilot is positioning to a training location, the total time from check-in to the completion of the instructional training shall be fourteen (14) consecutive hours unless there is an opportunity for at least four (4) hours rest at the hotel prior to the commencement of the training. The extension period will not exceed half of the length of the rest period. At the discretion of the Pilot and the trainer, the rest may be waived.
- k. All initial check rides shall be conducted prior to any other duty except with the consent of the Pilot(s) being assessed.

10.2.3 A Pilot shall be given forty-eight (48) hours advance notice of all check rides. This notice may be waived by the Pilot. If the check ride does not proceed at the notified time because of weather, mechanical breakdown, or sickness, then the Company may promptly reschedule, and the Pilot shall attend.

- 10.2.4 Recurrent training and check ride shall not be conducted within the same duty period, except with the consent of the Pilot(s).
- 10.2.5 No training or check ride shall be required on a day off without the consent of the Pilot except as the result of a failure of a previous check ride or per Section 10.2.6.
- 10.2.6 No day off will be scheduled for the day following a training or check ride unless the Pilot agrees in advance to be available for training or check ride on a day off, if required by the Company.
- 10.2.7 A Pilot asked to do his training or check ride on a day off not as the result of a failed check ride shall be entitled to overtime pay for the flight time of the training or check ride.

10.3 TRANSPORTATION AND EXPENSES

- 10.3.1 Instrument ratings and necessary endorsements as required by the Company and Transport Canada shall be maintained at the Company's expense with the exception of the IFR of PCC'd Pilots.
- 10.3.2 All flight training and flight tests currently being paid for or required by the Company and Transport Canada regulations to fly Company aircraft shall be at the Company's expense, with the exception of the requirements for the ATPL.
- 10.3.3 All ground training courses currently being paid for by the Company or required by Company and Transport Canada regulations to fly Company aircraft shall be at the Company's expense, with the exception of the requirements for the APTL.
- 10.3.4 All required training materials shall be made available to each Pilot at the Company's expense. All manuals must be returned to the Company at the end of training with the exception of the SOPs. SOPs shall be returned when currency lapses on the aircraft type or the employment relationship ceases. Failure to return the training materials after request shall result in the cost of the materials not returned being deducted from the Pilot's next pay.
- 10.3.5 When the Company provides training other than at the Pilot's Station, the Company shall provide accommodation, expenses, and meal allowances per Section 19 – Expenses, Lodging, and Transportation.
- 10.3.6 All Pilots positioning for the purposes of training shall be on positive-space tickets at the Company's expense.

10.4 FAILURE TO QUALIFY

10.4.1 The term “failure to qualify” shall mean:

- a. Failure of the actual PPC after completion of the full training syllabus; or
- b. Failure to successfully complete line indoctrination; or
- c. Failure to pass a Line Check; or
- d. Failure to pass an initial or recurrent ground school; or
- e. Failure to receive a recommendation for a PPC after completion of the full training syllabus; or
- f. Failure to receive a recommendation by the Training Captain for continuation of training; or
- g. Failure to pass a Captain under mentorship line check.

10.4.2 Subsequent training after a failure as described herein may be scheduled by the Company at its discretion following an examination of the reason(s) for the failure and discussions with the Pilot involved. The Pilot shall be afforded a reasonable opportunity to consult with the Association.

10.4.3 A Pilot who fails to qualify and who subsequently is to receive additional training shall have the option of having such training and flight test done by a different Training Pilot and Check Pilot, if available within fourteen (14) days.

10.4.4 The first time a Pilot fails to qualify, he may be held out of service without pay. The affected Pilot shall be provided with training for up to two (2) additional hours and re-qualified as quickly as practicable.

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

10.5 PPC RENEWAL AND CONTINUED QUALIFICATIONS

10.5.1 A Pilot failing to qualify, during any phase of training, shall be provided with one (1) additional hour training (or more at the discretion of the Company) in the areas graded as unsatisfactory, as scheduled by the Company in consultation with the Pilot.

10.5.2 Failure to qualify after a second (2nd) check ride shall result in a meeting amongst the Company, the Pilot, and an Association representative(s) to discuss the Pilot’s employment status with the Company.

10.6 POSITION AND EQUIPMENT UPGRADES

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

- a. He may elect to receive additional training in areas graded as unsatisfactory, and a second (2nd) check ride. These shall be scheduled by the Company in consultation with the Pilot.
- b. A Pilot who fails to qualify and who subsequently is to receive additional training shall have the option of having such training and flight test done by a different Training Pilot and Check Pilot, if possible.
- c. Should the Pilot elect to receive additional training and a second (2nd) check ride, and fail, his case shall be reviewed by the Company in consultation with the Association, and he shall be advised in writing within thirty (30) consecutive calendar days of his future employment status with the Company.
- d. Should the Pilot not elect to receive additional training and a second (2nd) check ride, he shall be returned to his prior position as long as it is available. If his previous position is not available at his station, he shall have the option of:
 - i) Returning to his previous status and equipment at a different station of his choosing, if one (1) is available; or
 - ii) Being placed on LOA without pay per Section 14 – Leaves of Absence, until such time that there is a vacancy in his previous status and equipment at any station.
- e. Should a Pilot revert to his previous position, he shall not be eligible to bid on an upgrade position for twelve (12) consecutive months unless approved earlier by the Company.

10.7 CAPTAIN UNDER MENTORSHIP/RESERVE CAPTAIN PROGRAM

- 10.7.1 The Company and the Association desire to provide an opportunity to increase the Pilot-in-command time for First Officers using this program. It is intended that these positions will be temporary in nature, so they may successfully hold a future position of Captain in the fleet.
- 10.7.2 First Officers with applicable type rating who meet the minimum operational requirements as per the posting are eligible to apply to the program. Other than their initial ride on type, a Pilot who has failed two (2) PPC/IFR check rides in the previous twenty-five (25) months shall be ineligible for this program. At the Company's discretion, any Pilot employed with the Company who has failed a PPC/IFR check ride in the previous six (6) months may not be considered for upgrade.
- 10.7.3 For the purposes of this program, the Captain under mentorship training will be considered complete upon successful completion of a Captain line check. Upon successful completion of Captain line check, the Captain under Mentorship/Reserve Captain duty hour rate shall be eighty percent (80%) of the Captains level 1 rate of pay on the applicable aircraft type.
- 10.7.4 The Captain will remain in this program until he meets the time requirements of a permanent full time Captain, at which point he will become a Reserve Captain. The Reserve Captain will remain on the First Officer roster but when authorized by the Chief Pilot may be assigned to fly as a Captain with a First Officer. The Reserve Captain will be required to bid on a Captain's position at his base upon achieving the required qualifications in Section 9.5; however, the Company encourages the Pilot to bid on Captains positions at all bases.
- 10.7.5 Notwithstanding Section 3.19, Captain under mentorship/Reserve Captain, being a Pilot who is qualified as a Captain on type but has not been permanently assigned as a Captain on that type, will receive the Captain under mentorship/Reserve Captain rate based on the current pay scale regardless of crew position. Any Captain under mentorship/Reserve Captain operating in a Captain role with a First Officer, shall receive level 1 Captain rate of pay.
- 10.7.6 These positions will be posted and awarded by the Company in collaboration with the Selection Review Committee (SRC) if necessary.

10.8 LINE INDOCTRINATION AND INITIAL LINE CHECK

- 10.8.1 If current on more than one (1) type, the candidate shall not fly a secondary type until Line Indoctrination (LI) and Line Check (LC) on new type is completed, or in the case of CARS 705, consolidation is completed.

- 10.8.2 A Captain failing to qualify on an Initial Line Check following fifty (50) hours of LI shall be provided with an additional twenty-five (25) hours LI and a second (2nd) LC. The Pilot shall have the option of a different LI Pilot and/or Check Pilot for his second (2nd) LI and/or LC if possible.
- 10.8.3 A First Officer failing to qualify on an Initial Line Check following twenty (25) hours of LI shall be provided with an additional twenty-five (25) hours LI and a second (2nd) LC. The Pilot shall have the option of a different LI and/or LC Check Pilot for his second (2nd) LI and/or LC if possible.
- 10.8.4 At the Company's discretion, the initial LI per Section 10.8.2 and Section 10.8.3 can be extended.
- 10.8.5 Should the Pilot elect to receive additional LI and fail the LC, he shall revert to his previous position as long as it is available.
- 10.8.6 If his previous position is not available at his station, he shall have the option of:
- a. Returning to his previous status and equipment at a different station of his choosing, if one (1) is available; or,
 - b. Being placed on a temporary layoff, until such time that there is a vacancy in his previous status and equipment at any Station. The displacement provisions outlined in Section 17 are not applicable.
 - c. A Temporary Layoff may be extended to a maximum of thirty-one (31) calendar days immediately following the expiry of the initial Temporary Layoff period. Notice of such extension shall be provided in writing to the Pilot and the MEC Chairman fourteen (14) calendar days prior to the expiry of the initial Temporary Layoff.
- 10.8.7 Should a Pilot revert to his previous position; he shall not be eligible to bid on an upgrade Position for twelve (12) consecutive months unless approved earlier by the Company.
- 10.8.8 In the case of an external hire where no previous position exists, failure to qualify after a second (2nd) LC shall result in a meeting amongst the Company, the Pilot, and an Association representative(s) to discuss the Pilot's employment status with the Company.

10.9 FLIGHT CREW TRAINING CONTRACT

- 10.9.1 It is policy that all flight crews enter into a training contract with Wasaya Airways LP prior to the commencement of initial and/or secondary flight training. The different training contracts can be found in Appendices B, C, and D of this Agreement.

- 10.9.2 Should a Pilot join Wasaya Airways LP current on type with a valid PPC/IFR, or requiring only recurrent training to renew a PPC on type, a contract is **not** required; however, a contract will be required for training on subsequent aircraft types within the specified period of employment.
- 10.9.3 Training contracts are not required for PCC positions.
- 10.9.4 Training contracts are not required for upgrade training on type.

INITIAL AND SECONDARY TRAINING CONTRACTS

- 10.9.5 No later than ten (10) days prior to scheduled flight or simulator training or travel to said training, by way of notification to the Chief Pilot, a Pilot shall select one of the three (3) following options with regards to a training contract:
- a. **FULL PAYMENT BY THE PILOT:** Prior to taking flight or simulator training, the pilot will make a payment to Wasaya Airways LP in the amount of the training contract as outlined in Section 10.8.9. Wasaya Airways LP repays this money with interest to the Pilot in accordance with the provisions of Appendix B of this Agreement; or,
 - b. **HALF PAYMENT BY THE PILOT:** Prior to taking flight or simulator training, the Pilot will pay to Wasaya Airways LP half of the amount of the training contract as outlined in Section 10.9.9 Wasaya Airways LP repays this money without interest to the Pilot in accordance with the provisions of Appendix B of this Agreement. Should the Pilot not complete the duration of his training contract, the Pilot would owe money to Wasaya Airways LP in accordance with the provisions of Appendix C of this Agreement; or,
 - c. **NO PAYMENT BY THE PILOT:** Wasaya Airways LP would cover the amount of the training contract as outlined in Section 10.9.9. The pilot would only be required to reimburse Wasaya Airways LP for an amount pursuant to the conditions in Appendix D of this Agreement.
- 10.9.6 The Pilot will execute a Pilot training and compensation agreement and will make any required payments pursuant to that agreement no later than ten (10) days prior to scheduled flight or simulator training or travel to said training. If applicable, any money due to be paid to a Pilot pursuant to a Pilot training and compensation agreement will be repaid at the rate of RBC prime plus two over the specified time.
- 10.9.7 Only a cash deposit or a cheque will be accepted. No other forms of payment will be accepted.
- 10.9.8 Once a training contract is initiated, the Pilot will be frozen in that position for a minimum of eighteen (18) months on 705 aircraft, or twelve (12) months on 703 and 704 aircraft. Wasaya Airways LP may deviate from this policy due to workload, fleet changes, etc.

10.9.9 The amount and duration of the training contracts are as follows:

Aircraft Type	Initial Contract	Secondary Contract	Duration
Cessna Caravan	\$ 9,500.00	\$ 6,500.00	12 Months
Pilatus PC12	\$ 9,500.00	\$ 6,500.00	12 Months
Beech 1900	\$ 9,500.00	\$ 6,500.00	12 Months
DH8	\$15,000.00	\$10,000.00	18 Months
HS-748	\$15,000.00	\$10,000.00	18 Months

10.9.10 For First Nations pilots who receive government funding for training, any received funds will not be repaid to the individual.

10.10 PICUS PROGRAM

10.10.1 Wasaya Airways has a program of supervision using a briefing package as required by CASS 421.11 (s)(a) to allow First Officers to credit flight time as Pilot-in-command time for the issuance of an Airline Transport Pilot License. All LID Pilots are approved to mentor PICUS. It is always the Supervising Captains decision whether a flight or series of flight will be utilized for the PICUS Program. Supervisory pilots shall be briefed on the PICUS procedures by the Minister.

10.10.2 This program is identified in the Wasaya training manual Section 3.2.9. This is a voluntary program where no additional monetary compensation will be provided to the candidates or supervising Captains. The candidates and supervising Captains will be briefed by the Chief Pilot or designate in accordance with Transport Canada.

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SECTION 11**NEW MARKET OR EQUIPMENT EVALUATION**

- 11.1.1 To evaluate or enter into new markets, or evaluate new aircraft on existing services where either no Pilots or no Company aircraft are available to complete the evaluation or new market entrance, the Association will agree to a wet lease for a period of up to, and including, one hundred eighty (180) days.
- 11.1.2 The Company shall advise the Association prior to entering into all wet leases. No wet lease shall continue beyond the one hundred eighty (180) days without mutual agreement between the Company and the Association.
- 11.1.3 A wet lease with a term of less than one hundred eighty (180) days shall not be renewed, extended, or amended in any way that would create a term or consecutive terms that extend beyond a total period of one hundred eighty (180) days.
- 11.1.4 No wet lease shall result in, either directly or indirectly, the layoff of Company Pilots or cause delay in a Pilot recall for those on furlough status.
- 11.1.5 The rates of pay specified in this Agreement only apply to the equipment specified in this Agreement. In the event a new equipment type is to be introduced by the Company into its regular operations, the Company shall provide notice to the Association of its intention to so introduce such new equipment type sixty (60) days prior to the date upon which the equipment will enter service, or as soon as practicable. The application of rates of pay for this equipment will be the subject of negotiations between the parties and shall be reduced in writing into a LOU.
- 11.1.6 Within fourteen (14) calendar days of the notice given in Section 11.1.5, the parties shall meet (unless otherwise mutually agreed) to discuss issues arising from the new operation not covered by this agreement, including the rates of pay.
- 11.1.7 No Pilot vacancy bulletins for such equipment will be published before preliminary meetings between the Company and the Association has taken place unless operational requirements make this unrealistic. In the event the parties have not met, then Section 11.1.8 shall apply.
- 11.1.8 In the event that the Company and the Association cannot reach an agreement on the appropriate rates of pay within a period of thirty (30) calendar days, either party may submit the matter to arbitration in accordance with Section 24 – Arbitration.
- 11.1.9 It is understood that the terms of the above paragraphs will not prevent the Company from operating the aircraft on the anticipated date needed by the Company providing that it establishes temporary salary rates and publishes these rates with the Pilot Vacancy postings, and grants pay retroactively as soon as the arbitration decision is known.

- 11.1.10 In the event new equipment is introduced, vacancies will be bulletined per Section 9 – Filling of Vacancies. In the event Pilots with type ratings on the new equipment are required, such Pilots may be hired by the Company on a contract basis for a period of up to one hundred eighty (180) days or that period of time required to train and qualify current Pilots, whichever is greater.
- 11.1.11 In the event new equipment is introduced that replaces a current aircraft fleet type, vacancies will be bulletined per Section 9 – Filling of Vacancies and will be open to applicants of the aircraft type being taken out of service. Transition plans for Pilots on aircraft being taken out of service or being phased out over time will be discussed with the Company, MEC and Pilots affected. If no qualified applicants are found to fill the vacancies on the new equipment, then the vacancy will be opened to the rest of the Pilot group.

SECTION 12**VACATION****12.1 VACATION YEAR**

12.1.1 The vacation year shall run from May 1 through April 30.

12.2 VACATION ENTITLEMENT

12.2.1 Annual vacation shall be based on completed years of continuous service with reference to the most recent date of hire as an employee of the Company.

12.2.2 Annual vacation entitlement shall be granted based on the following Table A:

Table A

Length of Service	Vacation Time	Percentage of Gross Pay
Less than 1 year		4%
After completing 1 year	2 weeks	4%
After completing 4 years	3 weeks	6%
After completing 9 years	4 weeks	8%
After completing 15 years	5 weeks	10%
After completing 20 years	6 weeks	12%

12.2.3 One week of vacation shall be the equivalent of:

- a. five (5) consecutive days without duty for non-rotational crews and
- b. three point five (3.5) consecutive days without duty for rotational crews.

Notwithstanding 12.2.3 (b) when the Pilot's vacation allotment includes a half day ie: 3.5 or 10.5; the Company will top the half day up to a full day ie: 3.5 to 4 or 10.5 to 11; however the Pilot will only receive the applicable vacation pay hours ie: 3.5 or 10.5 unless otherwise requested by the Pilot.

12.2.4 A Pilot may elect to bid less than his full vacation entitlement; however

- a. For non-rotational crews it must be bid a minimum of 3 consecutive days where vacation entitlement allows. Vacation must be taken in not more units than the number weeks of your vacation week entitlement. Example – If you have 2 weeks' vacation, you can take it as a maximum of 2 units – minimum of 3 days, maximum of 10 days in each unit. If you take 3 days in your first unit, the remaining vacation of up to 7 days would be taken in the second unit. You may also elect to take entire vacation entitlement as one unit. Any vacation not taken in the maximum number of units will be paid out upon request.
- b. For rotational crews it must be bid in two (2) week units where vacation entitlement allows. Exceptions to the length of the units may be allowed for rotational crews, based on operational requirements and approval of management.

12.2.5 A Pilot's awarded vacation shall be in addition to the scheduled monthly Days Off.

12.2.6 For non-rotational crew, a maximum of four (4) Requested Vacation Days (RVD) may be requested and used on both sides of a vacation unit, with no more than two (2) of the days being used on either side of the vacation unit. RVDs awarded on either side of vacation will be guaranteed and requests from other Pilots for Days Off (RDs) on those days may not be awarded regardless of seniority. These RVDs are not in addition to a pilot's allotted Days Off in Section 5.7.1.

12.2.7 Vacation time shall not be accumulated from year-to-year unless prior arrangements, confirmed in writing, are agreed to between the Pilot, the Company, and the Association.

12.2.8 Where, for whatever reason, additional vacation times become available in the course of the year, at the sole discretion of the Company, they shall be listed in the monthly bid package, and be subject to the normal bidding process per Section 12.3.7.

12.3 VACATION BID SYSTEM

12.3.1 By March 1 the Company shall issue a vacation availability calendar according to station, status, and equipment type.

12.3.2 The Vacation availability calendar will incorporate an available number of Vacation Days per block based on operational requirements by station, status and equipment type. The available number of Vacation Days per block shall not be less than seven (7) calendar days for rotational pilots or less than ten (10) calendar days for non-rotational pilots.

12.3.3 Captains and First Officers in YPL and YRL shall be on the same vacation calendar. This does not apply to First Officers in the Apprentice Pilot Program.

- 12.3.4 Pilots shall bid their vacation requests in order of preference, vacation unit no. 1 being most preferred and vacation units no. 2, no. 3, etc. being the least preferred, no later than April 1, and vacation shall be awarded in order of seniority. Once a Pilot has bid his vacation units, he shall not be permitted to make any changes to those units except as set out in this section.
- 12.3.5 Pilots will be notified up to ten (10) business days after the vacation bid closes on April 1 whether their vacation bid was successful.
- 12.3.6 A Pilot is not required to bid vacation if he chooses.
- 12.3.7 A Pilot that forfeited his vacation bid per Section 12.3.6 or failed to receive a requested vacation unit per Section 12.3.3 may bid for a vacation unit at a later date if a vacation vacancy exists on the vacation bid calendar. He may not take another Pilot's vacation unit regardless of seniority. His bid must still conform per Section 12.2.3, Section 12.2.4, and Section 12.4.1. Vacation requests as per this Section must be received by 1700 (ET) on the Vacation Request Deadline shown on the Flight Crew Block Schedule (Appendix F). The Company will inform the Pilot requesting vacation within three (3) business days after the deadline whether his vacation is approved.
- 12.3.8 All vacation will be protected and not subject to change, except in accordance with Section 12.3.9 and/or Section 12.3.10.
- 12.3.9 Pilots in the same equipment type, status, and station wishing to exchange vacation weeks may do so. Such requests for changes shall be submitted sixty (60) days in advance of the vacation effective date in writing to the Chief Pilot and will be subject to his approval.
- 12.3.10 If, after the completion of the vacation bid calendar, there is a change in crew or operational requirements, an adjustment to the vacations granted within the vacation bid calendar will be made to conform to the change in crew or operational requirements. The Company will attempt to avoid altering a Pilot's vacation unit if the Pilot has a pre-paid financial commitment for which he would suffer a financial loss. If the Company requires the Pilot to work and he suffers a financial loss after making all reasonable efforts to minimize the loss, the Company shall reimburse the Pilot upon submission of proof of payment.
- 12.4 **VACATION AVAILABILITY RESTRICTIONS**
- 12.4.1 Once all Pilots have bid their vacation entitlements and the vacation calendar has been published, any remaining available vacation day(s) may be restricted by the Company due to operational requirements.
- 12.4.2 The restrictions, if any, shall be shown by the Company on the vacation calendar two (2) months prior to the 1st day of the Block affected by the restriction period(s).

Example: A restriction period for Block 1-2021 (January 4, 2021 to January 31, 2021) must be shown by November 9, 2020.

12.5 VACATION REASSIGNMENT

- 12.5.1 A Pilot who changes status, equipment type, or station, and has not taken his vacation(s) shall relinquish his previously awarded vacation(s) on the effective date of the change and shall bid for available vacation(s) based on his new status, equipment type, and station.

Note:

A Pilot whose training is interrupted or cancelled for any reason and who returns to his previous status, equipment type, and station shall have the option of either being awarded his previously relinquished vacation if still available or rebidding for other available vacation Assignment, in accordance with the provisions of this section.

12.6 VACATION PAY

- 12.6.1 Any time after completing twelve (12) months employment, a Pilot can request part or all funds accrued in the vacation pay account.
- 12.6.2 Withdrawing these funds does not prevent a Pilot from requesting time off without pay, which may be granted in the Company's sole discretion.

SECTION 13**13.1 STATUTORY HOLIDAYS**

13.1.1 The “Holiday Year” shall run January 01 through December 31.

13.1.2 A Pilot shall earn nine (9) statutory holidays per year at the regular rate of pay for his normal working day, per Section 3.16 – Pay. The Company will adhere to any additional statutory holidays outlined in the Canada Labour Code.

13.1.3 The statutory holidays referred to in Section 13.1.2 are as follows:

New Year’s Day
Good Friday
Victoria Day
Canada Day
August Civic Holiday *
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

*Note: The August Civic Holiday appears in lieu of Remembrance Day.

13.1.4 As the Company is a continuous operation employer, an employee who is required to work on a day on which the employee is entitled to a statutory holiday with pay shall be paid, in addition to his salary for his normal working day, an amount equal to one and one-half times (1.5 X) his duty hour rate for the duty hours that the employee worked on that day. This shall be paid over and above salary.

13.1.5 A Pilot shall not be entitled to pay for a statutory holiday on a day where:

- a. The employee did not report for work after being called to work on that day; or
- b. The employee makes himself unavailable to work in accordance with the conditions of employment.

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SECTION 14

LEAVES OF ABSENCE

14.1 VOLUNTARY LEAVES OF ABSENCE (LOA)

- 14.1.1 The Company shall consider requests for voluntary LOA without pay. Such requests shall be submitted in writing to the Director of Human Resources at least sixty (60) days prior to commencement and shall include the requested commencement date, duration, and reason for the leave.
- 14.1.2 Notwithstanding Section 14.1.1, in situations of an emergent nature, a request for an LOA may be granted with less than sixty (60) days' notice.
- 14.1.3 Pilots on an LOA shall not accrue seniority, unless specified in this section or contained in sections of the Canada Labour Code that provide for accrual of seniority.
- 14.1.4 Conditions related to the granting of the LOA, including return-to-work provisions, shall be determined by the Company at the time the LOA is granted.
- 14.1.5 The MEC Chairman shall be notified by the Company of an LOA granted, including the commencement and return dates.
- 14.1.6 If a Pilot is granted a LOA for a stated period, and then requests to return to service before the expiration of that period, such early return shall be at the discretion of the Company.
- 14.1.7 A Pilot on a LOA with pay or benefits as permitted in this agreement shall not engage in flying for hire or reward. If a Pilot engages in flying for hire or reward while on LOA, the Pilot shall lose his seniority and shall be deemed to have resigned from the Company.
- 14.1.8 Notwithstanding Section 14.1.7, the restriction shall not apply to recreational flying of ten (10) hours or less in a calendar month. A Pilot is required to identify to the Company the number of hours flown on other than Company aircraft.
- 14.1.9 The Company has the right to disallow flying on any other aircraft if the Pilot's flight time parameters are in jeopardy of preventing him from flying the issued monthly schedule upon return.
- 14.1.10 A Pilot may exercise his bidding rights while on LOA. If he is successful in exercising those rights, and the training commencement date is after the expiration of his LOA, he shall be awarded the vacancy.
- 14.1.11 If a Pilot is successful per Section 09 – Filling of Vacancies, in exercising these rights, and the training commencement date is prior to the expiration of his LOA, such award shall be at the discretion of the Company.

- 14.1.12 A Pilot who is on LOA may elect to maintain dental and extended health benefits for a maximum of three (3) months by paying for one hundred percent (100%) of the total cost of the benefits.
- 14.1.13 The total cost of the benefits per Section 14.1.12 must be prepaid prior to the effective date of the LOA. Failure to prepay the cost will result in cancellation of benefits and may subject the employee to waiting periods upon reinstatement as stipulated in the insurance carrier's contracts.
- 14.1.14 LOAs shall be granted for Compassionate Care, Military Leave, Bereavement Leave, Maternity Leave, and Parental Leave in accordance with the Canada Labour Code.
- 14.1.15 A Pilot who requests and is awarded an LOA to mitigate a layoff shall accrue seniority and service for all purposes during such absence.
- 14.1.16 A Pilot who takes an LOA per Section 14.1.15 shall not be bound per Section 14.1.7 for the duration of his LOA except that such flying for hire or reward shall not be on the same PPC type the Company has qualified the Pilot for, and any flying will not be with a competitor of the Company. If a Pilot breaches this clause of the collective agreement, the Pilot shall lose his seniority and shall be deemed to have resigned from the Company.
- 14.1.17 A Pilot who is on an authorized LOA shall forfeit his seniority and shall be deemed to have resigned from the Company if:
- a. He fails to report for the required training and proficiency checks required by the Company, or
 - b. He does not return to work at the expiration of his LOA.
- 14.1.18 The Company shall provide Company-only flight benefits on a space-available basis only while the Pilot is on an approved LOA.
- 14.1.19 Chief Pilot will use their discretion to approve single day Leaves Without Pay, any additional days requested, must be done through Human Resources as per 14.1.1
- 14.1.20 SOCC does not have the authority to approve any Leave Without Pay. If a Personal Day is not available, the following steps shall apply:
- a) SOCC will inform the Pilot they have no Personal Days available
 - b) SOCC will inform the Pilot to contact their Chief Pilot
 - c) If the employees Chief Pilot is not available, the employee shall contact the following in the order below:
 - i. Director of Flight Operations
 - ii. Assistant Chief Pilot
 - iii. Human Resources
 - d) Chief Pilot will notify SOCC and Crew Scheduling of their decision
 - e) Crew Scheduling will update the Leave Without Pay file

- 14.1.21 If Leave Without Pay is not approved by the Chief Pilot but the Pilot is unable to report for duty, the Chief Pilot may request proper documentation to show validity of the Leave Without Pay. Disciplinary action may result if no proper documentation is provided.

14.2 LEAVES OF ABSENCE PER THE CANADA LABOUR CODE

- 14.2.1 All Pilots shall be afforded LOA per the *Canada Labour Code*. Entitlements, e.g., benefits, seniority, and vacation accrual in accordance with the CLC, shall be posted on the Company website for reference [Wasaya Sharepoint](#) or as may be amended.

14.3 JURY DUTY

- 14.3.1 A Pilot called to and serving on jury duty shall be granted LOA and shall retain and accrue seniority and service for all purposes during such absence.

14.4 BEREAVEMENT LEAVE

- 14.4.1 Within the seven (7) days following a death in his immediate family, a Pilot shall be entitled to bereavement leave of up to five (5) days duration. On this leave the Pilot will receive payment for up to three (3) days for which he was scheduled to work. Further information on Bereavement Leaves can be found on the Crew Members Website – under Bereavement Leave.

14.5 REPATRIATION OF A PILOT WHILE ON DUTY

- 14.5.1 The Company shall repatriate, with a minimum of delay and at its cost, to a Company station of his choosing, any Pilot who is on duty when a Spouse, Child, Father, Father-in-Law, Mother, Mother-in-Law, Sister, or Brother suffers a life-threatening accident or dies.

14.6 RETURNING FROM MEDICAL LEAVE

- 14.6.1 A Pilot who is returning from medical leave shall return to the position he held prior to the start of his absence or reassignment, providing he has sufficient seniority to do so.
- 14.6.2 A Pilot who has been on a medical leave for more than thirty-six (36) months shall meet with the Company and MEC Chairman to discuss the employee's prognosis for return to work and any accommodation that may be necessary.

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SECTION 15

PERSONAL DAYS

15.1.1 The Company and the MEC recognize the importance and purpose of providing paid personal days. This benefit is a mutually negotiated privilege that is intended for the legitimate use of a Pilot's inability to report to work. The Parties shall not tolerate abuse of this privilege. To this end:

- a) At any time, the Company and Association suspect misuse of the Personal Days by any Pilot(s), a meeting shall be held.
- b) The Parties may schedule a meeting with any Pilot that does not report for scheduled work.
- c) Any Pilot who is found by the Company to be abusing the Personal Days may be subject to discipline as per Section 23.

15.1.2 The Company and the MEC recognize that during the course of his employment with the Company, a Pilot may need time away from work due to illness or to attend to unforeseen personal matters. In light of this, the Company will provide authorized paid absences to the Pilot group in the form of personal days as follows:

Length of Service	Yearly Allotment			Accrued Paid Personal Days	Total Paid & Accrued Paid Personal Days Allowed
	Paid Personal Days	Unpaid Personal Days	Total Personal Days		
0-3 Months	1 Day	---	1 Day	---	---
Greater than 3 months	3 Days	2 Days	5 Days	Up to 2 Days	5 Days
After completing 4 years	4 Days	1 Day	5 Days	Up to 2 Days	7 Days

* For tracking purposes, draw down on personal days will be paid days followed by unpaid days.

15.1.3 Personal days will be allocated yearly, based on a calendar year effective January 01, 2020.

15.1.4 Pilots will be able to carry over a maximum of two (2) unused *Paid* personal days to the following year. Any unused *Paid* personal days shall first replace unpaid personal days allowed in the following year (as per the chart in 15.1.2).

- i) For Pilots less than four (4) years the maximum combination of *Paid* and unpaid personal days will be no greater than five (5) days.
- ii) For Pilots with four (4) years or more, the maximum combination of *Paid* and unpaid personal days will be no greater than seven (7) days.

- 15.1.5 A Pilot who wishes to use a personal day must notify SOCC as soon as practicable, but no later than one (1) hour and forty-five (45) minutes prior to his scheduled departure. A Pilot who is assigned to a reserve day, in order to use a personal day, must notify SOCC prior to a call for a reserve assignment.
- 15.1.6 Notwithstanding exceptional circumstances (e.g. Pilot is incapacitated due to a car accident), if the notification procedures in 15.1.4 are not satisfied, the Pilot's salary will be deducted the daily prorated amount as per Section 3.
- 15.1.7 Notwithstanding exceptional circumstances, personal days are not to be used in conjunction with vacation days.
- 15.1.8 Use of Personal Days
- a) Pilot must call SOCC with their intent to use a personal day
 - b) SOCC will check the Pilot Personal Day Spread Sheet to verify a personal day is available
 - c) If a personal day is available SOCC will;
 - i. Notify the Chief Pilot, as well as Crew Scheduling that the personal day is being used
 - ii. Once SOCC has notified the proper personnel, Crew Scheduling will update the Personal Day file
- 15.1.9 If a Personal Day is not available, Leave Without Pay regulations shall apply, See Section 14 – Leaves of Absence.

15.2 **EMERGENCY DAYS**

- 15.2.1 A Pilot who has called in and must miss a day of work due to an emergency will be deducted for the day missed. Should the Pilot want to make up that lost day, and there is work available on a day off, he may do so, but this will be paid at straight time. The make-up day must be worked in the same or following block as the emergency day. The maximum amount of emergency days allotted per year is two (2) days. Any additional days off without pay can be requested in accordance with Section 14.1.2.

SECTION 16**PILOT HEALTH****16.1 TRANSPORT CANADA-REQUIRED MEDICAL EXAMINATIONS**

- 16.1.1 Company medical standards for physical examinations shall be those standards set forth in the Transport Canada Regulations as being required to maintain a Class 1 Medical, including any waiver adopted by Transport Canada.
- 16.1.2 The scheduling of periodic physical, electrocardiogram, and audiogram examinations, required under Transport Canada regulations, as well as, any other regulatory requirements to validate the Pilot's Aviation Document is the responsibility of the Pilot.
- 16.1.3 Pilots shall be responsible for providing a copy of their validated medical certificate to the Company within five (5) calendar days upon completion of all Transport Canada medical examinations, but at no time later than the last day of the calendar month in which his medical certificate expires. An emailed copy to training@wasaya.com is preferred.
- 16.1.4 Pilots shall advise the Company no later than thirty (30) calendar days prior to the expiration date of their medical certificate of any appointment-scheduling problems that could affect their medical certificate renewal. Both parties will work together to rectify this situation as expeditiously as possible.
- 16.1.5 If a Pilot has not renewed his medical prior to the last two (2) weeks of the calendar month before it expires, he shall advise the Company of the proposed date of his medical renewal exam, provided such notice does not prohibit a Pilot's being available for scheduled duty.
- 16.1.6 Pilots who fail to renew their medical certificate by the expiration date shall be subject to a reduction in pay for the day(s) missed and, in addition, may be subject to a one (1) day suspension without pay for each day of scheduled flying missed. Pilots who comply per Section 16.1.5 shall not be subject to discipline.
- 16.1.7 Pilots who are subject to the one (1) day suspension per Section 16.1.6 and who, after three (3) days of scheduled flying, have not renewed the medical certificate may be subject to discipline up to and including termination.
- 16.1.8 Pilots who fail to renew their medical certificate per Section 16.1.6 on more than two (2) renewals may be subject to discipline up to and including termination.

16.2 **FEES**

16.2.1 The required annual or semi-annual examinations shall be conducted by any Civil Aviation Medical Examiner (CAME).

- a) Effective July 1, 2019 to June 30, 2020 Pilots will be reimbursed for seventy-five percent (75%) of the receipted amount associated with medical examinations and documents required to maintain a Category 1 Medical up to three-hundred and fifty dollars (\$350) per medical (annual and bi-annual).
- b) Effective July 1, 2020 Pilots will be reimbursed for one hundred percent (100%) of the receipted amount associated with medical examinations and documents required to maintain a Category 1 Medical up to three-hundred and fifty dollars (\$350) per medical (annual and bi-annual).

16.3 **FATIGUE/FIT FOR DUTY POLICY**

- 16.3.1 Fatigue/fit for duty is an ever-present reality for Pilots and may be a factor in crew performance during periods of extended duty or duty that interferes with physiological rhythms and natural biological functions. Fatigue/fit for duty-related issues among Pilots is a shared responsibility, but the onus remains upon the individual to advise other Pilots when he feels that the effects of fatigue might be compromising his ability to perform his duties effectively and safely.
- 16.3.2 It is the responsibility of each Pilot to report for duty well rested and fit for duty. If prior to or during a duty period a Pilot recognizes that he is fatigued or unfit for duty, he shall notify SOCC immediately. SOCC will immediately release the Pilot for the remainder of his duty period. Should a Pilot be released from duty due to fatigue or being unfit for duty, he is required to submit a report to pilotfatigue@wasaya.com within twenty-four (24) hours of the duty day in which the event occurred.
- 16.3.3 All reports filed through pilotfatigue@wasaya.com shall be handled in accordance with the SMS policy and procedures.
- 16.3.4 The Chief Pilot may schedule an interview with the Pilot declaring fatigue to review his mitigation plan in reducing future fatigue concerns.
- 16.3.5 It is understood that the Parties shall continually review the Company fatigue/fit for duty policy for the Pilots throughout the term of this agreement.
- 16.3.6 This policy will reside in the Company Policy manual.

16.4 PREVENTATIVE MEASURES

- 16.4.1 The parties consider the health and wellbeing of pilots to be of significant importance. In light of this, the Company or a Pilot may request a meeting to discuss his health. The meeting will consist of the Pilot, the MEC, the Chief Pilot and an HR representative to discuss the concern(s) and provide necessary resources to address their concern(s).

16.5 COMPANY REQUESTED MEDICAL EXAMINATIONS

- 16.5.1 Should the company have reason to believe a pilot may be unfit to carry out his duties due to the impairment of his health (mental/physical) and notwithstanding 16.4.1 above, he shall be held out of service with pay. Within twenty-four (24) hours of removal from service, the MEC will be notified by the Chief Pilot of the reasons for the removal. Within seventy-two (72) hours a meeting will be held with the Pilot. The Company may, at its own expense, request the Pilot to complete a medical examination with a CAME and will provide a letter to the Pilot within twenty-four (24) hours of the meeting with the reasons for the examination request.
- 16.5.2 Within seven (7) calendar days of the request, the Pilot shall make an appointment to see the CAME within a reasonable time frame. The Pilot will notify the Company of the appointment date. Should the Company believe the appointment date is not within a reasonable time frame, the Company will meet with the MEC to discuss alternate arrangements.
- 16.5.3 The Pilot shall be required to show the letter referenced in 16.5.1 to the CAME. The CAME's signature on the letter will serve as verification the CAME has reviewed the letter outlining the concerns.
- 16.5.4 Any medical examination(s) including referrals, referenced in 16.5.1 will have payment arranged for by the Company.
- 16.5.5 If the Company removes a Pilot from service for suspected medical reasons, the Pilot shall receive his monthly salary while held out of service until it is proven he is unfit by report of the CAME per Section 16.5.1.
- 16.5.6 Any Pilot hereunder who fails to pass a medical examination per Section 16.5.1 may, at his option, have a review of his case in the following manner:
- a. He may employ a qualified CAME of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the CAME chosen by the Company.
 - b. The Pilot shall provide a copy of his medical certificate that declares that the Pilot is either fit or unfit to return to duty. For clarity, no further medical information shall be

provided to the Company. In the event that such findings verify the findings of the Company's CAME, no further medical review of the case shall be afforded.

- c. In the event that the findings of the CAME chosen by the Pilot disagree with the findings of the Company's CAME, the Company shall, at the written request of the Pilot, ask that the two (2) CAMEs agree upon and appoint a third qualified and disinterested CAME, preferably a specialist, for the purpose of making a further examination of the Pilot.
- d. The said disinterested CAME shall make a further medical examination of the Pilot in question, and the case shall be settled on the basis of his findings.
- e. The expense of employing the disinterested CAME shall be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. The Pilot shall provide a copy of his medical certificate that declares the Pilot is either fit or unfit to return to duty. For clarity, no further medical information shall be provided to the Company.
- f. It is specifically agreed that the findings of the CAME's concerned herein shall be unbiased, and no exchange of medical opinions or history shall be made either in writing or verbally until each CAME has examined the Pilot concerned. Nothing herein shall prevent the interchanges of medical opinion after examination and before a common decision is reached.

16.6 ALCOHOL AND DRUG TESTING

- 16.6.1 The Company shall not conduct drug or alcohol testing except for cause.

SECTION 17**LAYOFF AND RECALL****17.1 TEMPORARY LAYOFF****17.1.1 DEFINITION**

- a. For the purposes of this Section, a Temporary Layoff shall mean a temporary reduction in Pilots in the total system positions for a duration not exceeding three (3) consecutive months.
- b. For purposes of this Section, “qualified” for Temporary Layoff means a Pilot who does not require an aircraft technical ground school and holds a valid PPC (Pilot Proficiency Check) for the duration of the Temporary Layoff, with the exception of Training Captains, whose secondary type will be maintained.

17.1.2 The result of the Temporary Layoff will result in one (1) of two (2) consequences:

- a. A Pilot displaces a Pilot with less seniority to another position; or
- b. A Pilot receives a layoff, as described below.

17.1.3 A minimum of seven (7) calendar days prior to the notice of Temporary Layoff being issued, the Company shall notify the Association.

17.1.4 The Company shall provide fourteen (14) calendar days written notice to a Pilot who is to be temporarily laid off per Section 17.1.1. Receipt of the notice shall be deemed effective on the day e-mail notice is sent to the Pilot’s Wasaya e-mail address. A copy of such notice shall be provided to the MEC Chairman. In the case of a third-party strike, such notice may be less. In instances of recall in a third-party strike, recall shall be as soon as practicable.

17.1.5 All other Pilots will also receive, at the same time an e-mail per Section 17.1.4 is sent, an e-mail notification that they have not been laid off but may be affected by the displacement process (bumping). Receipt of the notice shall be deemed effective on the day e-mail notice is sent to the Pilot’s Wasaya e-mail address. A copy of such notice shall be provided to the MEC Chairman.

17.1.6 Pilots, on notification of a pending Temporary Layoff per Section 17.1.4 or Section 17.1.5, shall, within a period of four (4) consecutive calendar days from receipt, either confirm they would accept the layoff, or they would displace another Pilot, as per Section 17.1.10. A Pilot may only select either a layoff or one of the displacement options in Section 17.1.10.

- 17.1.7 At least five (5) days prior to the layoff or displacement being effective, the Company shall notify all affected Pilots of their layoff or displacement and displacement details as required by Section 17.1.10. A copy of such notice shall be provided to the MEC Chairman.
- 17.1.8 A Pilot who has received a notice of Temporary Layoff per Section 17.1.4 and Section 17.1.5 who does not respond per Section 17.1.6 shall be deemed to have selected a Temporary Layoff.
- 17.1.9 A Pilot who is laid off will forward any change of address, phone number, or e-mail address by completing a Notice of Change for All Records form and submitting it to the office of Human Resources to be placed in his personnel file.
- 17.1.10 Where there is to be a Temporary Layoff and the Pilots who are notified of the impending layoff, as in Section 17.1.4., choose to displace a Pilot with less seniority, the displacement options to be selected under Section 17.1.6 are as follows:
- a. Displace the Captain on his aircraft type who is most junior to him in the Company; or
 - b. Displace the most junior Captain on one (1) of the equipment types at his station (if the Pilot is qualified on the equipment type); or
 - c. Displace the most junior Captain on a equipment type that he is qualified for in the Company; or
 - d. Displace the most junior First Officer on his aircraft type at his station (where there is no First Officer junior to the affected Captain at his station, he shall have the option of displacing the most junior First Officer in the Company on his aircraft type, provided the First Officer being displaced is junior to him); or
 - e. Displace the most junior First Officer on the PC12, regardless of station or qualifications; or
 - f. Accept the Temporary Layoff.
- 17.1.11 If an aircraft type is removed from the fleet, either party can request a review of Section 17.1.10. The Parties will meet within seven (7) days or as otherwise agreed, to conduct this review.
- 17.1.12 A Pilot displaced from his position shall have his pay compensated at the level 2 rate of his new position for the first three (3) consecutive months.
- 17.1.13 Notwithstanding Section 17.1.1, a Temporary Layoff may be extended to a maximum of thirty-one (31) calendar days immediately following the expiry of the initial Temporary Layoff period. Notice of such extension shall be provided in writing to the Pilot and the MEC Chairman fourteen (14) calendar days prior to the expiry of the initial Temporary Layoff per Section 17.1.1.

- 17.1.14 For the extended period as per Section 17.1.13, Pilots affected in accordance with Section 17.1.12 shall be compensated at the rate of pay of his original position.
- 17.1.15 Pilots displacing a junior pilot at a different station shall not be eligible for expenses, per Section 19 – Expenses, Lodging, and Transportation.
- 17.1.16 Notwithstanding Section 17.1.15, if the Company provides staff housing, the displaced Pilot shall be entitled to Company staff housing if available.
- 17.1.17 Rotational Pilots displaced per Section 17.1.10 shall be provided with positive-space travel on Company flights if they are displaced to a station where they do not reside.
- 17.1.18 Non-rotational Pilots displaced per Section 17.1.10 shall not be provided with positive-space travel on Company flights.
- 17.1.19 Notwithstanding Section 17.1.18, the Company may provide positive-space travel on Company flights due to operational requirements. The Company shall have the sole determination in providing such travel.
- 17.1.20 Pilots on a Temporary Layoff shall continue to accrue seniority for all purposes.
- 17.1.21 Pilots on a Temporary Layoff shall continue to have their dental and extended health benefits provided per Section 27 Benefits.
- 17.1.22 For Pilots on a Temporary Layoff, the Company obligation per the Repayment Plan shall continue for the duration of his temporary layoff.
- 17.1.23 A Pilot shall be considered on a permanent layoff after the maximum four (4) month period of the Temporary Layoff has expired.
- 17.1.24 If the Temporary Layoff will become permanent, then at least fourteen (14) calendar days prior to the expiration of the extension period, the Company shall provide the notice and displacement options to the Pilots per Section 17.1.4, Section 17.1.5, and Section 17.1.6. Notification will be provided to the Pilots displaced or permanently laid off as per Section 17.1.7. Pilots who are so notified of permanent displacement shall have their salary compensated at the level 2 rate of their new positions until completion of negotiations or interest arbitration as set out below.
- 17.1.25 The commencement of negotiations per Section 17.2.2 shall be on the first business day immediately following the expiration of the Temporary Layoff for clarity, the first business day following the ninetieth (90th) day. This date may be amended with written consent between the Parties.

- 17.1.26 In the event the Parties cannot reach an agreement per Section 17.2.4 within thirty (30) consecutive calendar days, either party shall have the sole discretion to submit the outstanding matter(s) to Arbitration, in accordance with Section 24 Arbitration. Any Arbitration award will not be retroactive and will only take effect on the date of the award.

17.2 PERMANENT LAYOFF

- 17.2.1 The conditions of a permanent layoff shall be the subject of negotiations between the Parties.
- 17.2.2 When there is a layoff of Pilots, such layoffs shall be in reverse order of seniority. Laid-off Pilots shall be re-employed in order of seniority. Pilots shall maintain but not accrue seniority while on layoff.
- 17.2.3 The Company and the Association shall meet to discuss and devise a plan in order to mitigate the effect when the Reduction of Positions results in any layoffs, which may include the application of bumping by reverse order of seniority, attrition, severance, voluntary leaves of absence, hours sharing, etc.
- 17.2.4 When there is a layoff resulting in the bumping of Pilots, the Company and the Association will meet in order to minimize the training costs for the Company to the extent possible.
- 17.2.5 If the Company feels bumping is not financially feasible, a third party will be brought in to assist with mediation and /or arbitration of the matter.
- 17.2.6 In the event the Parties cannot reach an agreement per Section 17.2.4 within thirty (30) consecutive calendar days, either party shall have the sole discretion to submit the outstanding matter(s) to Arbitration, in accordance with Section 24 – Arbitration. Any Arbitration award will not be retroactive and will only take effect on the date of the award.
- 17.2.7 A Pilot prior to being placed on permanent layoff status shall, at his request, be paid out any outstanding vacation pay and wages owing.
- 17.2.8 A Pilot who is on a permanent layoff may elect to maintain dental and extended health benefits for a maximum of three (3) consecutive calendar months by paying one hundred percent (100%) of the total cost of the benefits. The total cost for the benefits must be prepaid prior to the effective date of the layoff. Failure to prepay the cost will result in cancellation of benefits and may subject the employee to waiting periods upon reinstatement as stipulated in the insurance carrier's contracts.
- 17.2.9 A Pilot who is laid off will forward any change of address, phone number, or e-mail address by completing a Notice of Change for All Records form and submitting to the office of Human Resources to be placed in his personnel file.

17.2.10 A Pilot shall maintain but not accrue seniority while on permanent layoff. Pilots shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:

- a. a period equal to his seniority; or
- b. two (2) years.

17.2.11 In any layoff, whether temporary or permanent, the Company shall retain one (1) training captain per aircraft type. In order to maintain at least one (1) training captain per type, the most junior training captain on any type shall accept displacement if required.

17.3 RECALL

17.3.1 When there is a system vacancy in the Pilot complement during the period of Temporary Layoff per Section 17.1.1, Pilots shall be recalled to the position they occupied immediately prior to the Temporary Layoff, in order of seniority. Recall from permanent layoff shall be negotiated per Section 17.2.4 and Section 17.2.5.

17.3.2 Initial notification of recall shall be given to the Pilot by a person-to-person telephone call. A recall notice shall be sent to the Pilot via e-mail, commercial courier service, or registered mail to his last address on file with Human Resources and will contain the reporting date and location.

17.3.3 The Company shall give the Pilot his recall notice not less than fourteen (14) calendar days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.

17.3.4 Within twenty-four (24) hours of receipt of the recall notice, the Pilot shall notify the Chief Pilot by a person-to-person telephone call followed by e-mail, a commercial courier service, or registered mail, whether he will accept or decline the recall.

17.3.5 A Pilot who is on layoff shall be entitled to waive any and all recalls for positions that are not at the station where he was employed at the time of the layoff, unless the station no longer exists. In such cases he shall be required to submit a Station Preference form, which, in the event of a recall at that station, shall become binding.

17.3.6 If a Pilot waives his notice of recall, the recall shall be offered to the next senior Pilot qualified for type and status on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot qualified for type and status that is on layoff shall be obliged to accept the recall, or permanently forfeit his position on the PSL.

17.3.7 A Pilot who is recalled from layoff shall be guaranteed thirty (30) calendar days employment. Notwithstanding the foregoing thirty (30) calendar day guarantee, a Pilot may accept a recall of less than thirty (30) calendar days.

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

- 18.1.1 Successful bidders on permanent vacancies shall pay their own moving expenses to their new station.
- 18.1.2 Successful bidders on permanent vacancies, which will require a move to a permanent residence at a different station, shall be given as much notice as practicable to prepare for the move.
- 18.1.3 A Pilot relocating to a different station shall be entitled to seven (7) consecutive calendar Days Off within his regular monthly days-off entitlement in which to move, and if the seven (7) consecutive Days Off are prior to the start date of his new position, he will not receive any per diems or paid hotel/ motel accommodations per Section 18.1.5. The Pilot shall receive, if requested and required, within the seven (7) consecutive days one (1) confirmed return ticket on Company aircraft.
- 18.1.4 A Pilot's salary shall not be reduced, per Section 18.1.3.
- 18.1.5 If the Pilot does not receive seven (7) consecutive Days Off per Section 18.1.3, then commencing after completion of training and on the first day of work in the permanent vacancy, the Company shall provide the Pilot, if requested and required, with hotel/motel accommodations and per diems per Section 19 – Expenses, Lodging, and Transportation unless staff housing and/or meals are provided. Pilots with dependents shall not be required to utilize station staff house accommodations and/or meals. The hotel/motel accommodations and per diems shall terminate the day prior to the seven (7) consecutive days, per Section 18.1.3.

18.2 COMPANY-REQUESTED MOVE

- 18.2.1 In the event that a Pilot is forced to relocate to a different station in order to maintain his employment, this shall be a Company-requested move.
- 18.2.2 The Company shall pay moving expenses as required by this section in the case of a Company-requested move.
- 18.2.3 For all Company-requested moves, a Pilot shall be given thirty (30) calendar days' notice, unless he agrees that less notice is acceptable.

- 18.2.4 A Pilot shall be able to claim eligible expenses for any Company-requested move, provided the actual move takes place within twelve (12) calendar months of the effective date of the assignment. Such period may be extended by agreement in the case of extenuating circumstances, such as, but not limited to, failure to sell a home or completion of the school year by a child of the Pilot.
- 18.2.5 Claims shall be submitted with the appropriate receipts by the fourth (4th) calendar day after the end of the Block in which the expense was incurred.
- 18.2.6 For all Company-requested moves, the Company shall provide a relocation allowance for receipted costs up to two thousand five hundred dollars (\$2,500.00). These expenses may include, but are not limited to, hiring of a moving company, truck or trailer rental including fuel and insurance, reasonable and customary costs for the sale and/or purchase of a new home, including legal fees and costs, mortgage fees or penalties, land transfer taxes, real estate commissions, usual and customary costs with breaking a lease, storage, accommodations, and meals en route.
- 18.2.7 A Pilot relocating to a different station shall be entitled to seven (7) consecutive calendar Days Off within his regular monthly Days Off entitlement on which to move, and if the seven (7) consecutive Days Off are prior to the start date of his new position, he will not receive any per diems or paid hotel/motel accommodations per Section 18.2.8. The Pilot shall receive, if requested and required, within the seven (7) consecutive days one (1) confirmed return ticket on Company aircraft.
- 18.2.8 If the Pilot does not receive seven (7) consecutive Days Off per Section 18.2.7, then commencing after completion of training and on the first day of work in the permanent vacancy, the Company shall provide the Pilot, if requested and required, with hotel/motel accommodations and per diems as per Section 19 – Expenses, Lodging, and Transportation unless staff housing and/or meals are provided. Pilots with dependents shall not be required to utilize station staff house accommodations and/or meals. The hotel/motel accommodations and per diems shall terminate the day prior to the seven (7) consecutive Days Off, per Section 18.2.7.
- 18.2.9 Claims must be submitted with the appropriate receipts by the fourth (4th) calendar day after the end of the Block in which the expense was incurred.
- 18.2.10 A Pilot's salary will not be reduced per Section 18.2.7.
- 18.2.11 Notwithstanding Section 18.2.6, actual moving expenses shall include the mileage rate of fifty-eight (\$0.58) Canadian per kilometer associated in moving one (1) personal vehicle to the Pilot's new station.
- 18.2.12 The mileage calculation per Section 18.2.11 shall be based on the most direct point-to-point as per Google Maps (www.google.ca/maps).

SECTION 19**EXPENSES, LODGING, AND TRANSPORTATION****19.1 COMPANY BUSINESS EXPENSES**

- 19.1.1 Pilots while on an overnight away from their assigned station, on flight duty or while on Company business other than flying duties, shall have hotels, transportation, and other necessary travel expenses arranged by the Company.
- 19.1.2 Other reasonable expenses not prearranged by the Company must be preapproved by the DO or, if not available, the Duty Manager prior to being incurred. Prior to expense(s) being incurred by the Pilot, every effort must be made to have the expense(s) processed through the Company, e.g., by purchase order or Company credit card.
- 19.1.3 Claims must be submitted, with the appropriate receipts, by the fourth (4th) calendar day after the end of the Block in which the expense was incurred.
- 19.1.4 Delay or failure to provide receipts by the fourth (4th) calendar day after the end of the Block shall result in delay in payment to the following Block.
- 19.1.5 A Pilot required by the Company to position on Company aircraft shall be provided with a confirmed-space seat on the flight on which he is scheduled to position. A Pilot may be bumped by the Company, for operational requirements, from the original scheduled flight to a later flight. If the bump results in a delay to the following day, which is a day off, the approval of the Pilot is required.
- 19.1.6 A Pilot required by the Company to position on other than Company aircraft shall be provided with confirmed travel. The Company will cover the cost of one (1) checked bag; if more is required prior approval must be received from the Company.
- 19.1.7 For trips away from his station longer than five (5) calendar days, where expenses are to be incurred, each Pilot shall be issued, upon request, an advance sufficient to cover all expected approved expenditures not already covered per Section 19.1.1. The expected expenditures must exceed two hundred dollars (\$200.00) before an advance will be made. Requests for the advance must be made five (5) business days prior to travel.
- 19.1.8 Advances must be accounted for by the end of the following day after completion of the trip unless impractical to do so, in which case the advance must be accounted for at the first opportunity.
- 19.1.9 If a Pilot does not account for the advances per Section 19.1.7 and Section 19.1.8, the Company has the right to deduct the advance from the Pilot's pay.

19.2 PER DIEM

- 19.2.1 A per diem shall not be paid to a Pilot originating and terminating from his home station. A Pilot shall not be paid per diems if he is staying at his place of residence. (see also 19.3.1)
- 19.2.2 Notwithstanding Section 19.2.1, if a Pilot's day is extended after reporting for duty by more than four (4) hours, and the Company does not provide food at the Pilot's home station, and the flight operates through the hours listed in Table A, he shall be entitled to reimbursement for un-receipted meal expenses up to the meal per diem maximum.
- 19.2.3 A Pilot who is overnighing away from his station, and is on duty the following calendar day or is commencing a duty period on that day, shall be entitled to the meal allowance provided he is away during all or any part of a meal period as specified below:

TABLE A	July 1	July 1	July 1	July 1
	2019	2020	2021	2022
Breakfast	21.00	21.50	22.00	22.50
Lunch (1200–1300)	21.00	21.50	22.00	22.50
Dinner (1800–1900)	31.50	32.25	33.25	34.25

Note: All times local

- A Pilot must be away from home station on an overnight where the accommodation does not provide breakfast in order to qualify for breakfast per diem.
 - A Pilot shall be entitled to a dinner per diem if he departs his home station prior to 1800 local time for an overnight operation. No other per diems are paid on the Pilot's departing day except per Section 19.2.2.
 - No per diems will be paid if overnighing anywhere meals are provided and available. For clarity, continental breakfasts and soup bars are not to be deemed as meals being provided.
 - A Pilot who has overnighed away from his home station, but is not overnighing away again, may only claim the dinner per diem if he arrives back to his home station later than 1830 LT.
 - Notwithstanding 19.2.3 b, a Pilot shall be eligible to claim a lunch per diem when he is travelling prior to 1200 LT as a passenger to locations where he must pass through airport security checkpoint (CATSA or TSA).
- 19.2.4 When a Pilot qualifies for per diems per Section 19.2 and an overnight occurs in the United States of America, the per diem shall be paid in U.S. dollars.
- 19.2.5 Pilots shall be reimbursed for all per diems no later than the first pay after the end of the Block paid by direct deposit and accompanied by a statement of any unpaid expenses.

- 19.2.6 Claims must be submitted by the fourth (4th) calendar day after the end of the Block in which the expense was incurred; otherwise they will not be paid until the next Block. All claims must be submitted on proper claim forms, and forms must be completed in full.
- 19.2.7 Claims not submitted per Section 19.2.6 may be submitted anytime over the following two (2) calendar months.

19.3 ACCOMMODATIONS

- 19.3.1 If a Pilot is scheduled to overnight and does not require the hotel room that is provided by the Company, he can advise Crew Scheduling or Dispatch, who shall cancel the scheduled hotel accommodation. The Pilot shall be credited fifty dollars (\$50.00) for each day that a scheduled hotel room is cancelled. Cancellations must not result in Wasaya being billed, or this credit will not apply. If the Pilot is staying at his place of residence, he is not entitled to hotel/hotel cancellation credit or per diems.
- 19.3.2 Per Section 19.3.1 the fifty -dollar (\$50.00) credit for each day that a scheduled hotel room was cancelled, the Pilot shall indicate these amounts on his expense report by the fourth (4th) day after the end of the Block.
- 19.3.3 Claims not submitted per Section 19.3.2 may be submitted anytime over the following two (2) calendar months.
- 19.3.4 The Company shall maintain a list of accommodations at locations that may be utilized for holding or overnighing.
- 19.3.5 Upon written notice from a Pilot or the MEC Chairman, the Company shall investigate and resolve accommodation complaints promptly.
- 19.3.6 Company staff housing shall have a minimum of one (1) sleeping room per occupant as per the CARs and provide all necessary materials including bedding, towels, dishes, cooking utensils, cleaning supplies, and laundry facilities.
- 19.3.7 For hotels, Pilots shall have their own separate sleeping room
- 19.3.8 If, upon arrival, the accommodations prove unacceptable, the Pilot shall notify the station manager or operations center giving the reasons, and request authorization to stay at a hotel or alternate rest facility in that community at the Company's expense.
- 19.3.9 The station manager or operations center shall immediately review the reasons given and determine if the arranging of alternate rest facilities at the Company's expense, including ground transportation, is required. Unresolved complaints may be dealt with per Section 19.3.5.

- 19.3.10 In the event that overnight accommodations do not provide meal facilities, the Company shall pay, upon submission of receipts, reasonable transportation costs incurred by the flight crew to the nearest meal facility in the community or provide transportation to that facility.

19.4 MILEAGE CLAIMS

- 19.4.1 Any Pilot using his own vehicle to travel to Company assignments must receive prior authorization from the Company.
- 19.4.2 If the Pilot is authorized to drive to his Company assignment per Section 19.4.1, he shall be paid the mileage rate of fifty-eight (\$0.58) cents Canadian per kilometer.
- 19.4.3 All mileage claims per Section 19.4.2 shall be calculated as per Google Maps (www.google.ca/maps) from city airport to city airport distance, using the shortest route.

19.5 GROUND TRANSPORTATION STANDARDS

- 19.5.1 Where necessary, crew transportation shall be provided by the Company between the airport and hotels or Company-provided accommodations.
- 19.5.2 Rental vehicles shall be provided in circumstances where it is determined by the DO that taxi or limousine services are not financially feasible or hinder a Pilot's travel abilities.
- 19.5.3 Pilots overnighing away from their station shall use courtesy transportation if available.

19.6 PROPERTY LOSS

- 19.6.1 When a Pilot's personal baggage has not arrived and is beyond the control of the Pilot, who is at a destination where the Pilot is to overnight, a claim for expenses for incidentals up to a maximum of twenty-five dollars (\$25.00) shall be permitted.
- 19.6.2 Any expense per Section 19.6.1 shall require supporting receipts.

19.7 PERIODICALS

- 19.7.1 The Company shall provide all Transport Canada required periodicals and charts in each aircraft and ensure they are current.

19.8 PARKING

19.8.1 The Company will provide parking to the Pilot group free of charge at Company designated locations. Alternatively, upon request by the Pilot, the Company shall arrange for a parking pass at the employee lot at the Pilot's home station. The cost of said pass will be borne equally by the Company and the Pilot and will be payroll deducted monthly. The Pilots in YXL shall pay 50% of the grandfathered parking fees of \$11.75 +tax per month per parking stall. This rate will remain fixed for the duration of this agreement.

19.9 TRAVEL FEES AND DOCUMENTS

19.9.1 The Company shall reimburse each Pilot for the cost and renewal of visas, inoculations, and any airport or government charges required by the Company for Company business.

19.9.2 Any expense per Section 19.9.1 shall require supporting receipts.

19.9.3 Inoculations to be covered shall be those required for travel outside of North America, as identified by the Centers for Disease Control website:
(www.CDC.gov/travel/destinationList.aspx).

19.9.4 Pilots who cross the border for Company business will be eligible for a border allowance in the amount five dollars (\$5.00) per crossing in order to offset the cost of Passport fees. Maximum allowable expense in any calendar year shall be twenty dollars (\$20.00). This expense shall be claimed on the Pilot Expense Report.

19.10 PASS CONTROL/RESTRICTED-AREA IDENTIFICATION CARD

19.10.1 All airport-required security passes shall be obtained by all Pilots. Pilots will be charged a replacement fee for lost or stolen cards. A Pilot shall return the pass to the Company upon his leaving the employ of the Company, failing which the Company will deduct any cost associated with failure to return the card from his final pay.

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SECTION 20**ACCIDENTS, INVESTIGATIONS & DATA RECORDERS****20.1 INCIDENTS OR ACCIDENTS**

- 20.1.1 Where a Pilot is involved in an accident or incident related to the operation of an aircraft while on duty, the Company may hold the Pilot out of service with pay, until the pilot returns to the line or the Company renders a decision on the Pilot's employment status.
- 20.1.2 In order to hold a Pilot out of service per Section 20.1.1, the Pilot must be so notified by the Director of Flight Operations. Such notification must include the reason(s) for being held out of service. In addition, within seven (7) calendar days, notification must be provided to the Pilot in writing along with the reason(s), with a copy forwarded to the MEC Chairman.
- 20.1.3 In cases involving aircraft accidents, a Pilot shall as soon as possible, and by the quickest means available, notify Thunder Bay flight watch of such accident, including status and serviceability of the aircraft, status of passengers, and status of crew. A Pilot will not be required to commit himself verbally or in writing to any representative of the Company following the accident unless the following conditions have been met:
- a. He has the opportunity to be represented by the Association (or IFALPA if outside Canada), and
 - b. He has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada) and the Company.
- 20.1.4 In cases involving aircraft incidents, a Pilot shall as soon as possible, and by the quickest means available, notify Thunder Bay flight watch of such incident, including status and serviceability of the aircraft, status of passengers, and status of crew. A Pilot will not be required to commit himself verbally or in writing to any representative of the Company following the incident unless the following conditions have been met:
- a. He has the opportunity to be represented by the Association (or IFALPA if outside Canada).
 - b. Such statements shall be provided to the Company within three (3) days of an accident or twenty-four (24) hours of an incident. These time frames may be extended at the discretion of the Company.
- 20.1.5 Where the Company undertakes an investigation, the officers involved shall make reasonable attempts to issue a final report within three (3) months.
- 20.1.6 The Pilot and the Association shall be given the opportunity to participate fully in the investigation and, upon request, be given information on the progress of the investigation and shall also have access to any interim and final reports.

- 20.1.7 Throughout this procedure, the Pilot involved, and his designated representative may, upon request, and in conjunction with a designated representative of the Company, review and receive copies of any information contained in his accident/investigation file.
- 20.1.8 Where disciplinary or discharge action is contemplated, the provisions per Section 23 – Discipline/Discharge shall apply.

20.2 DATA RECORDERS

- 20.2.1 Aircraft Flight Data Recorders (FDRS) and Cockpit Voice Recorders (CVRS) will only be used for accident/incident investigation and maintenance evaluation and analysis. Such recorders shall not be used as a means of monitoring or checking a Pilot during the operation of any normal flight. During an accident/incident investigation, the contents of the FDR shall not be released by the Company to either the general public or the news media without the prior approval of the Pilot or Pilots and/or the Association.
- 20.2.2 The ISAT system shall not be used as a means of monitoring or checking a Pilot during the operation of any normal flight unless there is an identified concern or issue regarding that flight or Pilot.
- 20.2.3 If the Company intends to use the ISAT information as support for discipline of the Pilot, a copy of the ISAT information will be provided to the Pilot and MEC Chairman prior to the disciplinary meeting.

SECTION 21

LEGAL MATTERS

21.1 DEFENCE AND COUNSEL

21.1.1 The Company agrees to provide its legal counsel to pay all costs associated with legal counsel to defend all Pilots and their estates from damage claims arising in connection with the performance of their duties, and to protect them and hold them harmless for any judgement rendered thereunder save in the case of gross negligence or wilful misconduct. Payment of legal fees and disbursements in cases of gross negligence or wilful misconduct shall be at the option of the Company.

21.2 PILOT COSTS

21.2.1 No Pilot shall be required to pay damage costs of airplanes or equipment damaged in the service unless such damage results from the Pilot's gross negligence or wilful misconduct.

21.3 ESTATE SETTLEMENT

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

21.4 PILOT FILES

21.4.1 Personnel files kept by or on behalf of the Company on a Pilot are confidential and shall not be used outside the employment relationship, or as required by law.

21.4.2 At the Pilot's request, such files shall be made available for his examination in the presence of a member of management and an Association representative of his choice, if the Pilot requests such assistance.

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

21.4.4 Material not related to technical competency that is a disciplinary response of the Company by caution or written warning or reprimand shall be removed from a Pilot's file(s) kept by the Company after two (2) years, provided there have been no further incidents in that period. Material properly removed in accordance with this paragraph shall be deemed as inadmissible as evidence in any disciplinary proceeding.

- 21.4.5 Materials in a Pilot's file that deal with reportable aviation incidents or reportable aviation accidents or both as defined per the Aeronautical Information Manual (AIM) Section 3.2 – Definitions (but the definition to include all aircraft types operated by the Company irrespective of weight) will remain in his file for the duration of the Pilot's employment.

SECTION 22**GRIEVANCE PROCEDURE****22.1 INITIATION**

- 22.1.1 Grievance in this section and throughout this Agreement means a complaint with regard to the interpretation, application, or alleged violation of this Agreement, and any complaint as to whether such matter is arbitrable.
- 22.1.2 In the case of a complaint with respect to the interpretation, application, or alleged violation of this Agreement, prior to filing a grievance, the Pilot(s) having a complaint shall notify the Assistant Chief Pilot or Chief Pilot and Association Representative via e-mail of the complaint and include a description and the date of the occurrence. The Pilot(s) shall, together with an Association representative, if desired, discuss such complaint with the Chief Pilot or Assistant Chief Pilot, and all shall make every effort to resolve the complaint.
- 22.1.3 Where two (2) or more Pilots have individual grievances that are sufficiently common in nature that they may be conveniently dealt with as a single grievance, such grievance may be filed as a group grievance.
- 22.1.4 A Pilot who has a grievance or a group of Pilots having a grievance dealing with the same issue, with respect to the interpretation, application, or alleged violation of this Agreement shall deal with such grievance in accordance with the procedures as specified below.
- 22.1.5 Grievances shall be in writing on ALPA or MEC letterhead, with an ALPA file number assigned by ALPA immediately prior to submission, and shall include:
- a. the nature of the grievance, and
 - b. the material facts (who, what, when where, how) supporting the grievance, and
 - c. the Section(s) alleged to have been violated, and
 - d. the remedies sought, and
 - e. the date, and
 - f. the signature of the grievour(s) or a member of the MEC.
- 22.1.6 Grievances may be initiated by the Association on behalf of its members or on its own behalf. Association grievances may be initiated at Step Two of the Grievance Procedure, with the approval of the Company.
- 22.1.7 Discharge grievances shall be initiated by the Association at Step Two.

- 22.1.8 Grievances may be initiated by the Company and shall be presented in writing to the Association. The Company shall meet with the Association within twenty-one (21) days to review the matter. The Company may, after such meeting if not satisfied with the outcome, refer the matter to arbitration per Section 24 – Arbitration.

22.2 GRIEVANCE STEPS

- 22.2.1 The following steps may be waived or combined subject to mutual agreement between the Company and the Association:

a. **Step One:**

- i. A Pilot who has a grievance or a group of Pilots having a grievance dealing with the same issue shall present it in writing within twenty-one (21) days of the occurrence or awareness of the occurrence to the Director of Flight Operations.
- ii. The Director of Flight Operations shall have a discussion with a member of the MEC or the Grievance Chairman, if requested in writing regarding the grievance, at a mutually convenient time within fourteen (14) days of the presentation of the grievance and render his written decision not later than on the fourteenth (14th) day following the above-mentioned meeting.

b. **Step Two:**

- i. If the decision of the Director of Flight Operations or his designated representative is not acceptable to the grievour(s) or is not rendered within fourteen (14) days, then the grievance shall be submitted in writing to the Chief Executive Officer or his designate within fourteen (14) days of the receipt of the decision, or from the date that said decision was supposed to have been rendered.
- ii. The Chief Executive Officer or his designate shall review the grievance and materials submitted with the grievance and, if he believes necessary, discuss the grievance with the MEC Grievance Chairman within fourteen (14) days of the receipt of the grievance, and shall render his decision in writing not later than on the fourteenth (14th) day following the grievance meeting.
- iii. When possible, the same Company official or designated representative of the Company shall not hear both Step One and Step Two of a grievance.
- iv. If the time limits per Section 22.2.1 (b) are not complied with, or the decision of the Chief Executive Officer or his designate is not acceptable to the Association or the grievour, then the Association may proceed to Arbitration.

- 22.2.2 It is agreed that to achieve and to maintain harmonious industrial relations between the parties and those persons bound by this Agreement, grievances shall be resolved as expeditiously as possible and that the period of time for submission of grievances, holding of meetings or discussions, and rendering of decisions established in this section shall be considered as maximum periods unless extensions have been mutually agreed upon, and that when grievances, meetings or discussions, and decisions cannot be handled in a time period of less than the maximum stipulated, every effort shall be made to so expedite the case(s).

22.3 GRIEVOUR'S RIGHTS AND REPRESENTATIVES

- 22.3.1 At any meeting, if any, held throughout these grievance procedures, the grievour(s) shall have the right to be represented by the Association and/or anyone (1) Association member whom they may choose or designate.
- 22.3.2 The grievour(s) and the Company, if either should choose, shall be given every opportunity to provide documents or statements in writing and/or make representations to the Company representative listed in Steps One and Two above.
- 22.3.3 Throughout these procedures, the grievour(s) or his Association representative upon request is entitled to review any information contained in his personnel and training files, and the Company and the Association may request any document, material, and information that either party has introduced at any grievance meeting unless otherwise privileged. Upon request, the Company or the Association, as the case may be, shall provide the other with a copy of all such documents.
- 22.3.4 At the discretion of the Company, any discussions or meeting may be held at the Pilot's station.

22.4 RESULTS

- 22.4.1 If, as a result of any meeting or grievance as provided herein, the Pilot(s) is exonerated from disciplinary or discharge action imposed by the Company, the personnel files of the Pilot(s) shall be cleared of the charges, and reference thereto shall be removed as soon as practicable.

22.5 REFERRAL TO ARBITRATION

- 22.5.1 If any grievance is not settled in accordance with the procedures per Section 22.1, then such grievance(s) may be referred by the Association to Arbitration per Section 24 – Arbitration.

- 22.5.2 The Notice of Intent to proceed to Arbitration shall be made in writing to the Chief Executive Officer or his designate or the MEC Chairman within thirty (30) business days of the Step II decision per Section 22.2.1.b.iv, or within thirty (30) business days from the date such decision should have been rendered or meeting held.
- 22.5.3 The Notice of Intent to proceed to Arbitration shall state the matter(s) in dispute, the section(s) alleged to have been violated, and the nature of the relief or remedy sought.

SECTION 23**DISCIPLINE AND DISCHARGE**

- 23.1.1 All disciplinary or discharge actions must be for just cause. However, if a probationary employee is dismissed, the standards set forth in Section 8.1.3 and 8.1.4 of this Agreement will apply.
- 23.1.2 Where disciplinary or discharge action is considered, the Pilot involved may, where necessary, be held out of service, with no loss of salary or benefits, pending investigation to provide the Company with sufficient time to investigate and consider all factors. The Company will advise the Pilot and the Association with an indication of when the process may be completed, to the extent possible.
- 23.1.3 During investigation and/or disciplinary meetings with a Pilot who is the subject of disciplinary consideration by the Company, the Pilot involved shall have the right to be represented by Association representative(s) of his choice, which shall not delay the process more than seventy-two (72) hours. The Pilot and the Association Rep shall be made aware of the nature of the meeting.
- 23.1.4 For Pilots who are the subject of disciplinary consideration or are not the subject of disciplinary consideration, the Company may schedule meetings at the completion of their flying but during their duty period.
- 23.1.5 If the meeting per Section 23.1.4 is held during a Pilot's duty period, no additional pay or benefits shall be paid for such attendance.
- 23.1.6 If the meeting per Section 23.1.4 is held outside a Pilot's duty period:
- a. on a day of work, he shall be credited with three (3) duty hours.
 - b. on a Day Off, he shall be paid for three (3) duty hours at the overtime rate over and above salary, and these duty hours are not included for the purpose of determining overtime entitlement over 160 hours in a Block. If the pilot is unavailable to meet due to a prior non-cancellable commitment, then he shall be questioned as soon as available by telephone or meeting.
- 23.1.7 Meetings shall be held at a location of the Company's choosing. The Company shall give due consideration to having the meeting conducted at the Pilot's station when practicable. Meetings may be conducted by speaker phone.
- 23.1.8 When disciplinary or discharge action is taken, the Pilot shall be so notified in writing, with a copy to the MEC Chairman as soon as practicable, stating the reason for the discipline and the nature of the action taken.

23.1.10 Notwithstanding the provisions of this section, the following actions can result in immediate dismissal, including but not limited to knowingly allowing prohibited movement of drugs or alcohol.

23.1.11 A Pilot who has been disciplined or discharged may file a grievance per Section 22 – Grievances and Section 24 – Arbitration.

SECTION 24**ARBITRATION****24.1 ARBITRATION PROCESS**

- 24.1.1 When a Party invokes arbitration concerning a grievance not settled per Section 22, the Parties may mutually agree to use the Federal Mediation and Conciliation Service (FMCS) prior to an arbitration hearing to try and resolve the grievance. Any mutual agreement to use the FMCS will not postpone the arbitration process.
- 24.1.2 When a party proceeds to arbitration of a grievance not settled per Section 22 – Grievance Procedure, the following Arbitrators have been agreed to, between the Parties, to hear such matter:
- a. Jennifer Webster
 - b. William Marcotte
 - c. Ken Swan
 - d. William Kaplan
- 24.1.3 The Parties will cycle alphabetically, a, b, c and d, through the list and appoint the first Arbitrator with available hearing dates that are within ninety (90) calendar days of the date for which the notice of intent to proceed with arbitration was given to the other party.
- 24.1.4 When establishing hearing dates, it is agreed that the Parties will take into consideration each other's schedules.
- 24.1.5 Where none of the Arbitrators has an available date within ninety (90) calendar days of the notice of intent to proceed with arbitration was given, the Parties may, by mutual agreement, refer the grievance to an alternative arbitrator not on the list of arbitrators in Section 24.1.2 above. If there is no mutual agreement to refer the grievance to an alternative arbitrator, the Parties shall select the arbitrator on the list in Section 24.1.2 with the first (1st) available dates thereafter to hear the entire arbitration.
- 24.1.6 Once an Arbitrator has been appointed, the subsequent selection process shall commence with the next Arbitrator on the list.
- 24.1.7 It is agreed that the Arbitrator will be appointed with jurisdiction under an arbitration model unless the Parties agree otherwise.
- 24.1.8 The list of Arbitrators may be amended by mutual agreement. However, it is not the intent of the Parties to modify the list unless Arbitrator availability impairs the process to the point where it is no longer timely.

24.2 ARBITRATOR JURISDICTION

- 24.2.1 The Arbitrator shall have jurisdiction to consider any grievance properly submitted to him in compliance with Section 22 – Grievances under the terms of this Agreement, including whether a matter is arbitrable or not.
- 24.2.2 The Arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of this Agreement.

24.3 ARBITRATION EXPENSES

- 24.3.1 The expenses incurred by the Arbitrator shall be borne equally by each party.

24.4 ASSOCIATION RIGHTS AND REPRESENTATIVES

- 24.4.1 At any arbitration hearing held throughout the arbitration procedures, the Association and the Company shall have the right to be represented by any person(s) whom they may choose or designate.
- 24.4.2 The Parties shall be given the opportunity to adduce evidence, make representations, and present, examine, and cross-examine witnesses.

24.5 WITNESS

- 24.5.1 All employee witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay, subject to the operational requirement of the Company, and, if possible, will be provided with space-available travel on Company services to and from the hearings.

24.6 ARBITRATION HEARING LOCATIONS

- 24.6.1 The arbitration hearings shall be held in the City of Thunder Bay, unless agreed otherwise; such agreement shall not be unreasonably withheld.

24.7 ARBITRATION DECISION

- 24.7.1 The Arbitrator shall make every effort to render his decision with the minimum of delay.
- 24.7.2 The decision of the Arbitrator shall be binding on both Parties and the grievour(s).

SECTION 25

UNIFORMS

- 25.1.1 Uniform items shall be worn and maintained according to standards prescribed by the Company, which may include the Air Line Pilots Association, International, lanyard and lapel pin.
- 25.1.2 Pilots shall receive items of uniform apparel per Section 25.1.6. Such entitlements remain the property of the Company and shall be replaced in accordance with this Agreement. Items purchased by a Pilot in excess of the number of items per Section 25.1.6 remain the property of the Pilot.
- 25.1.3 The Company shall pay one hundred percent (100%) of the cost of all uniforms, except as outlined in this agreement.
- 25.1.4 The Company shall assume the cost of hemming on the initial issue and reissue of pants.
- 25.1.5 Any item of uniform entitlement mentioned in this section, excluding black Canada Goose parkas or equivalent (collectively agreed upon by the Company and ALPA), shall be replaced without charge to the Pilot when it can be shown that the need for replacement is due to normal wear and tear or accidental damage in the course of duty.
- 25.1.6 The Company uniform shall consist of:

INITIAL ISSUE	HS74 DH8PF	DH8	BE02	PC12	C208
Dress Shirts (LS or SS)		4	4	4	
Dress Pants		2	2	2	
Cargo Pants ¹	(see note ¹)	1	1		(see note ¹)
Ties		2	2	2	
Sweater		2	2	1	
Flight Suit ¹	2			1	2
Winter Parka		1	1	1	
Spring/Fall Jacket		1	1	1	
Canada Goose or equivalent option	(see note ²)	(see note ²)	(see note ²)	(see note ²)	(see note ²)
Work Jacket	1				1
Toque	1	1	1	1	1
Baseball Hat	1				1

¹ Cargo Pant/Flight Suit – A HS74/DH8PF/C208 Pilot has the option to choose cargo pants and polo shirt in lieu of one (1) or both flight suits.

² Canada Goose or equivalent - In lieu of the Company issuing the Pilot a Winter Parka, the Pilot may choose to purchase a designated black Canada Goose or equivalent parka which shall be mutually agreed upon by the Company and the Association. The Pilot will be responsible for one-hundred and fifty (\$150.00) dollars of the cost of the parka, and the Company shall cover the remaining cost of the parka.

25.1.7 In the event a Pilot leaves the employ of the Company within the first two (2) years after the Canada Goose or equivalent is issued;

- a) The Pilot may purchase the parka outright for the cost the Company incurred, or;
- b) The Pilot may return the parka to the Company

25.1.8 In the event a Pilot leaves the employ of the Company more than two (2) years after the Canada Goose or equivalent is issued;

- a) The Pilot may purchase the parka outright for two hundred (\$200) dollars, or;
- b) The Pilot may return the parka to the Company.

25.1.9 In the event a parka is returned to the Company per Section 25.1.7 (b) above, the Company shall have the following options as they relate to the returned parka;

- a) The Company may sell the returned parka to another Pilot whose name appears on the Pilot Seniority List.
- b) The selection process identified per Section 25.1.7 (b) and Section 25.1.8 (b) above shall be done in seniority order.
- c) The cost of a Pilot purchasing a returned parka per Section 25.1.7 (b) and Section 25.1.8 (b) above shall be three hundred (\$300) dollars and the Pilot shall own the parka outright.

25.1.10 In the event no Pilot(s) whose names appear on the Pilot Seniority List wish to purchase a returned parka, then the Company has the right to deal with the returned parka by whatever means they deem necessary.

25.1.11 If the Pilot leaves the employ of the Company without exercising one (1) of the options above, the Company shall deduct from his final pay the amount owed to the Company. This amount to be deducted will be identified by use of an authorization form signed by the Pilot.

25.1.12 The Company uniform re-issue shall consist of:

RE-ISSUE	HS74 DH8PF	DH8	BE02	PC12	C208
Dress Shirts (LS or SS)		4 per year	4 per year	4 per year	
Dress Pants		2 per year	2 per year	2 per year	
Cargo Pants ¹	(see note ¹)	1 per year	1 per year		(see note ¹)
Ties		2nd year	2nd year	2nd year	
Sweater		2nd year	2nd year	2nd year	
Flight Suit ¹	1 per year (see note ¹)			2nd year	1 per year (see note ¹)
Canada Goose or equivalent option	5th year (see note ²)	5 th year (See note ³)	5 th year (See note ³)	5 th year (See note ³)	5 th year (See note ²)
Winter Parka		3 rd year	3 rd year	3 rd year	
Spring/Fall Jacket		3 rd year	3 rd year	3 rd year	
Work Jacket	3rd year				3rd year
Toque	1 per year	1 per year	1 per year	1 per year	1 per year
Baseball Hat	1 per year				1 per year

¹ Cargo Pant/Flight Suit – A HS74/DH8PF/C208 Pilot has the option to choose cargo pants and polo shirt in lieu of a flight suit.

² Canada Goose or equivalent - In lieu of the Company issuing the Pilot a Winter Parka, the Pilot may choose to purchase a designated black Canada Goose or equivalent parka, which shall be mutually agreed upon by the Company and the Association. The Pilot will be responsible for one-hundred and fifty (\$150.00) dollars of the cost of the parka, and the Company shall cover the remaining cost of the parka.

25.1.13 In the event a Pilot leaves the employ of the Company within the first two (2) years after the Canada Goose or equivalent is issued;

- a) The Pilot may purchase the parka outright for the cost the Company incurred, or;
- b) The Pilot may return the parka to the Company

25.1.14 In the event a Pilot leaves the employ of the Company more than two (2) years after the Canada Goose or equivalent is issued;

- a) The Pilot may purchase the parka outright for two hundred (\$200) dollars, or;
- b) The Pilot may return the parka to the Company.

25.1.15 In the event a parka is returned to the Company per Section 25.1.13 (b) and Section 25.1.14 (b) above, the Company shall have the following options as they relate to the returned parka;

- a) The Company may sell the returned parka to another Pilot whose name appears on the Pilot Seniority List.
- b) The selection process identified per Section 25.1.13 (b) and Section 25.1.14 (b) above shall be done in seniority order.
- c) The cost of a Pilot purchasing a returned parka per Section 25.1.13 (b) and Section 25.1.14 (b) above shall be three hundred (\$300) dollars and the Pilot shall own the parka outright.

25.1.16 In the event no Pilot(s) whose names appear on the Pilot Seniority List wish to purchase a returned parka, then the Company has the right to deal with the returned parka by whatever means they deem necessary.

25.1.17 If the Pilot leaves the employ of the Company without exercising one (1) of the options above, the Company shall deduct from his final pay the amount owed to the Company. This amount to be deducted will be identified by use of an authorization form signed by the Pilot.

25.1.18 Pilots who are dual-qualified will not be double-issued any of the uniform items. Dual-role pilots (ie: Dash 8 Passenger/Dash 8 Package Freighter) will be issued with the appropriate uniform pieces to cover both roles.

25.1.19 Plain shirts with no logos or markings, supplied by the Pilot, shall be permitted for the HS748 and C208 crews to wear under their flight suit.

25.1.20 For the purpose of issuing uniforms, a Pilot's anniversary shall coincide with his date of PPC/PCC on primary type. Any uniform requests shall be processed by the first (1st) day of the month following his anniversary. A Pilot who moves from one (1) aircraft type to another will only be issued the new items needed for the new aircraft type and not already received within that uniform year.

25.1.21 The Company shall reimburse Pilots fifty percent (50%) of the cost of CSA-approved footwear annually to a maximum of;

- a) \$115 - July 1, 2019
- b) \$135 - July 1, 2020
- c) \$150 - July 1, 2021

Note: This must be submitted on a proper expense form and supported by original receipts. Footwear shall be CSA approved, black in colour, and be of the work boot or dress style.

25.1.22 The Company shall provide season-appropriate gloves, reflective vests or belts and Company required PPE as required by the Pilot for their assignment. The decision on replacement of gloves and PPE shall be made by the station manager or designate, and

require, prior to replacement, provision to him of the gloves said to be worn out or no longer capable of use. Requests for replacement gloves and PPE shall not be unreasonably withheld.

- 25.1.23 Other than HS74 and C208 pilots, who shall wear issued flight suits with T-shirts as described above, all other pilots shall wear dress shirts, ties, and pants as the Company uniform, unless provided to the contrary below. For all pilots except those operating the HS74 and C208, even when authorized by this section to not wear dress pants, shirt and tie, and footwear, those parts of the uniform shall be with the pilot at work and available to them to wear if required by the Company.
- 25.1.24 Pilots may only purchase additional uniform pieces through the Company at cost.
- 25.1.25 Ties may be omitted should the temperature outside reach or exceed twenty (20) degrees Celsius.
- 25.1.26 PC12 Pilots operating freight or Hydro flights shall wear the issued flight suit with white shirt and tie, unless it is in the months of June to August inclusive, when plain T-shirts per Section 25.1.8 shall be worn. Flight suits in all cases must be properly zipped and worn to project a professional appearance to the public and customers. PC12 Pilots operating scheduled flights or passenger charters shall wear dress pants and shirts as issued by the Company.
- 25.1.27 The Pilot shall be responsible for the upkeep of his uniform and shall at all times report for flight duty well-groomed and wearing his uniform.
- 25.1.28 The Pilot is not required to wear the uniform for training, check rides, ground schools, and positioning; however, Pilots are expected to be presentable and well-groomed at all times.
- 25.1.29 Notwithstanding the Canada Goose parka, in the event that a Pilot leaves the employment of the Company within the first twelve (12) months following his hiring, the Company shall deduct from his final pay a pro-rated amount of the issued uniform pieces and boot allowance divided equally by number of months worked.
- 25.1.30 The Company shall reimburse a Pilot for laundry costs for Company duty scheduled away from a Pilots station in excess of five (5) consecutive calendar days to a maximum of fifteen (15) dollars un-receipted (for each five (5) day period away) If a Pilot needs to travel to the laundry facility, reasonable travel expenses shall be allotted. This shall not apply to stations where the Company supplies laundry facilities.
- 25.1.31 Pilots assigned to duty operating charters shall be informed by 2000 LT the previous evening by the appropriate operations center of the required uniform to be worn for the duration of the charter(s) if it is to be other than that stipulated above.
- 25.1.32 All of the uniform items and parka will be reviewed annually as to the suitability, availability and quality for the Pilot to perform their duties appropriately.

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SECTION 26**DEDUCTION AND REMITTANCE OF ASSOCIATION DUES**

- 26.1.1 The Company shall, from the payroll for each pay period of each month for wages due and payable, deduct an amount equivalent to the regular monthly Association dues and authorized assessments, and shall not include initiation fees or fines, from all Pilots coming within the scope of this Agreement.
- 26.1.2 The amount to be deducted shall not be changed during the term of this Agreement except to conform to a change in the amount of regular dues of the Association in accordance with its constitutional provisions. The Association shall advise the Company in writing of the amount or method of calculation of the regular monthly Association dues, which the employer may then use to calculate remittances.
- 26.1.3 If the wages of a Pilot payable for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in the previous month.
- 26.1.4 Only payroll deductions required by law, deductions of monies due or owing the Company, pension deductions, and deductions for provident funds where existent shall be made from wages prior to the deduction of dues.
- 26.1.5 The amount of dues so deducted from wages, accompanied by a statement of deductions from the Pilots, shall be remitted by the Company to the Association by the fifteenth (15th) of each month for the preceding month following the pay period in which the deductions were made.
- 26.1.6 The Company shall not be responsible financially or otherwise, either to the Association or to any Pilot, for any failure to make deductions or for making improper or inaccurate deductions or remittances.
- 26.1.7 In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this section shall terminate at the time it remits payment to the Association.

- 26.1.8 In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this section, all parties shall cooperate fully in the defense of such action. The Association shall indemnify and save harmless the Company from any losses, damages, costs, liability, or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.
- 26.1.9 The Company shall supply ALPA with a monthly statement showing the total dues paid to the Association from each Pilot's pay.

SECTION 27**BENEFITS****27.1 COMPANY GROUP INSURANCE PROGRAM**

27.1.1 A full-time Pilot shall be required to participate as a condition of employment in the Manulife Life Insurance plan listed below, as arranged by the Company, after three (3) calendar months of continuous employment with the Company. A full-time Pilot shall, as a condition of employment, be required to participate in the Manulife Benefits Insurance Plan listed below after three (3) calendar months of continuous employment.

27.1.2 Each Pilot shall be covered by the Group Insurance Program, paid by the Company at one hundred percent (100%), as identified below, which currently covers full-time employees who do not have First Nation status and full-time employees who have First Nation status:

- a. Manulife Policy No. 0111493 dated April 1, 2018; and,
- b. Employee and Family Assistance Program (EFAP) as provided by Human Solutions.

27.1.3 The Company Group Insurance Program shall cover:

- a. Life Insurance (#0111493), and
- b. Accidental Death and Dismemberment Insurance (#0111493), and
- c. Weekly Indemnity Insurance (#0111493), and
- d. Long Term Disability Insurance (LTD) (#0111493), and
- e. Medicare Supplement Insurance (#0111493), and
- f. Emergency Travel Assistance Benefit (Medi-Passport) (#0111493), and
- g. Dental Insurance–Multident (#0111493).

27.1.4 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s), provided the benefits are comparable. In such cases the Company shall inform the MEC thirty (30) days in advance of intended change to the plan(s).

27.1.5 During the first eighteen (18) months of receipt of disability benefits, a Pilot will be eligible to receive from the insurance carrier Medicare Supplement Insurance (#0111493), Emergency Travel Assistance Benefit (Medi-Passport) (#0111493), and Dental Insurance–Multident (#0111493).

- 27.1.6 Pilots on maternity, parental, and compassionate care leave shall continue to be eligible to receive benefits per Section 27.1.1.
- 27.1.7 Any benefit and/or insurance provided through the Group Insurance Plan shall be as more particularly described and set forth in the respective policy(s) of insurance and benefit plan document(s). The specific application and administration of all insurance benefits, and all matters with respect to the Group Insurance Plan, shall be governed by the terms of the contract(s) with the insurance carrier(s).
- 27.1.8 In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the Pilot and the insurer or carrier concerned. In such cases, however, the Company, if requested by the Pilot, will intervene in an attempt to adjust or settle the dispute, but in all cases the Company's exclusive obligation shall be to pay its portion of the premiums for plans as referenced in this section.

27.2 PILOT PENSION PLAN

- 27.2.1 All Pilots shall be enrolled in the Company's Defined Contribution Plan (Pension Plan), administered by Manulife Financial, Policy No. 88611009, after twelve (12) calendar months of continuous service with the Company.
- 27.2.2 Once enrolled, Pilots shall contribute an amount equal to three percent (3%) of their earnings (excluding bonuses), and the Company shall also contribute an amount equal to three percent (3%) of the Pilots' earnings (excluding bonuses). The Pilot and Company contribution amounts will increase to four percent (4%) after seven (7) years of service.
- 27.2.3 Pilots who are enrolled in the plan will become vested after twenty-four (24) months of plan membership. Pilots choosing to contribute more than the mandatory amounts referenced in 27.2.2 may do so on a voluntary basis with notification to Human Resources. These contributions will not be matched by the Company.
- 27.2.4 All other items of reference shall be as contained in the Master Agreement held with Manulife Financial, and in accordance with all government regulations covering such plans.

27.3 COMMUTING

- 27.3.1 Pilots commuting to and from their assigned Station shall bear the entire cost associated with that commuting, unless specified elsewhere in this Agreement, and shall strictly adhere to established pass policies and flight reservation procedures.
- 27.3.2 Pilots travelling using established interline agreements and jumpseat passes shall conform to standards set forth in those agreements. Any dress code described in the agreement shall be strictly adhered to.

- 27.3.3 The Company shall provide positive space travel originating from and terminating in YQT, for rotational YQT Stationed Pilots to commence and finish their scheduled rotation.
- 27.3.4 Any Pilot travelling within the Wasaya route structure to commence their work rotation, shall have highest priority on a space available basis.

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SECTION 28**PERIL****DEFINITION**

Peril shall mean a Pilot who is, while in the Company's operation, interned, captured, or held as a hostage or a prisoner of war, or is missing under circumstances that would indicate he is captured, or held as a hostage or a prisoner of war.

28.1 PERIL

28.1.1 No Pilot will be forced by the Company to operate into any area excluded from coverage under the Company's War Risk Insurance Policy AD0850592.

28.1.2 A Pilot who, during Company business outside of Canada, is in Peril shall be compensated by the Company for:

- a. One hundred percent (100%) of his salary on his current equipment assignment, unless insurance or employment benefits provides for income replacement, in which case the availability of payments from the income replacement alone will be the Company obligations to the Pilot; and,
- b. All costs associated with maintaining the Pilot's health and dental benefits, unless waived by the carrier, will be paid by the Company and the pilot in the percentages as required by the carrier or under the terms of this Agreement.

28.1.3 The compensation per Section 28.1.2 shall be maintained by the Company until the earlier of the date the Pilot is no longer subject to the Peril or the date his death is established in fact or his death could reasonably have been declared by competent court to have occurred.

28.1.4 With declaration of death from competent court obtained, the Company shall assist the Pilot's personal representative to make application for death benefits from any insurance provided by the Company (if any) to the pilot to be paid to their designated beneficiary.

28.2 BENEFIT ASSIGNMENTS

28.2.1 Amounts payable by the Company per Section 28.1 may be distributed by the Company in accordance with his written directions after receipt of confirmation of the authority of the individual to receive the same, and an indemnity for any claims that may arise due to the payments to the individual being made.

28.2.2 The Company shall request from each Pilot written direction in the form letter per Section 28.3.

- 28.2.3 Any payments (if any) due to the Pilot under this Section, which are not covered in the form letter per Section 28.3, shall be held by the Company for any such Pilot in a interest-bearing account in the Pilot's name.
- 28.2.4 In the event of valid declaration of death by competent court of a Pilot's death, all moneys per Section 28.2 payable by the Company shall be paid to his estate's personal representative duly authorized to receive the same.
- 28.2.5 Any amounts paid to his estate representative or beneficiary by the Company in accordance with the provisions of this section shall not be required to be returned by such beneficiary or the estate of the Pilot even though it is established that such payments were made after the death of the Pilot, unless the estate has sufficient assets to repay the amounts paid after the date of death without undue hardship to the beneficiaries of the estate.
- 28.2.6 Amounts per Section 28.2.5 shall be charged against the estate of the Pilot if any person receiving the payments, beneficiary, or personal representative of the pilot knew or could have known with reasonable diligence that the death of the Pilot had occurred.
- 28.2.7 A Pilot shall maintain and continue to accrue seniority for all purposes during the period in which he is in Peril.
- 28.2.8 A Pilot returning to work after any period of Peril shall be returned to his previous position. If his position no longer exists, he shall be assigned a position per Section 17 – Layoff and Recall.

28.3 FORM LETTER

TO: Wasaya Airways LP

DATE.....

You are hereby directed to pay all compensation due and payable to me by the Company, while in Peril, under the terms of Section 28 – Peril or any subsequent specific agreement between Wasaya Airways LP and the Air Line Pilots Association, International, as follows:

.....% of then current monthly salary to.....

Name

.....
Address

As long as living.

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

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

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

.....
Pilot's Signature

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SECTION 29**ASSOCIATION BUSINESS****29.1 FLIGHT DUTY RELEASE FOR WSG ASSOCIATION BUSINESS**

29.1.1 Effective upon ratification and subject to operational requirements, the MEC will be allowed up to Twenty (20) additional scheduled Days Off, without pay, in a calendar year to conduct Association business. Effective July 01, 2022 the association will be allowed up to twenty-four (24) additional scheduled Days off without pay. Association business days will be identified on the monthly schedule, when utilized.

29.2 ASSOCIATION REPRESENTATIVES

29.2.1 Association representatives shall be duly identified by the MEC Chairman with written notification to the Company.

29.2.2 In addition, the MEC Chairman shall advise the Company, in writing, of any change in its representation, including the addition or withdrawal of Association representatives.

29.2.3 The MEC Chairman shall advise the Company, in writing, thirty (30) days prior to any change in its bargaining committee members, unless waived by the Company.

29.3 MEC FLIGHT RELEASE TIME BANK (FRTB)

29.3.1 The Company shall deduct 0.07% from each Pilot's Pay in each Block. These amounts will be deposited in the FRTB and held in trust by the Company. Maximum deductions for any Pilot in any year will be \$100.00.

29.3.2 The Company will supply the MEC Chairman with the account balance on a monthly basis.

29.3.3 The Company will disperse the amounts in the FRTB at the written request of the MEC Chairman and will be paid through payroll.

29.3.4 The MEC Chairman may use FRTB to top up the monthly pay for any Pilot involved in MEC activities. The MEC Chairman may direct the Company to top up Pilots who have had their minimum reduced because of MEC activities. The MEC Chairman must authorize all FRTB debits.

29.3.5 If at any time the MEC feels that it is no longer necessary to continue to deduct contributions for the FRTB, the MEC Chairman will give written authorization for the Company to stop the deductions for any period of time.

29.4 FLIGHT RELEASE FOR MEC, LEC, AND ASSOCIATION BUSINESS

- 29.4.1 A maximum of four (4) bargaining committee members will be granted time off with pay at any one time, subject to the needs of the service of the Company and at the discretion of the Company when requested by the MEC Chairman.
- 29.4.2 When required, members of the Pilots' negotiating committee shall be granted positive space travel on Company aircraft to attend collective bargaining.
- 29.4.3 Unpaid flight release for other MEC business may be authorized, subject to the needs of the service of the Company.
- 29.4.4 Notwithstanding 29.4.1, when released from duty, any time off will result in proration of monthly salary.
- 29.4.5 Requests for Association flight releases must be in writing by the MEC Chairman and submitted to the Chief Pilot for authorization no later than 1200 (ET) on the RD Request Deadline identified in the Flight Crew Block Schedule (Appendix F). Notwithstanding Section 29.4.1, in situations of an emergent nature, a request for unpaid flight release may be granted after the day referenced above.
- 29.4.6 Requests for release for Association business will be granted before other Days Off requests.
- 29.4.7 No Association representative will suffer any loss of pay in order to attend a meeting or event at the request of the Company.

SECTION 30**C208 CARAVAN FIRST OFFICERS**

- 30.1 A C208 Caravan First Officer shall only have the rights and obligations when acting as a C208 F/O as requested by the Company as contained in the following paragraphs:
- a. Pay rate will be determined by the PC12 F/O duty hour rate for all hours worked for the Company as set out in Section 3 Pay.
 - b. All C208 F/O's shall submit an e-mail to pilottimes@wasaya.com as per Section 3.11 – Submitting Pay Information.
 - c. Copies of all C208 First Officer pay, and duty hour shall be provided to the MEC Chairman if requested.
 - d. Scheduling shall be determined by the station manager.
 - e. All provisions of the CARs shall be adhered to.
 - f. A C208 F/O shall not have seniority until successful completion of probationary period as specified in Section 8 – Probation. Upon successful completion of the probationary period, seniority shall commence on the date on which he received his C208 PCC.
 - g. Dues deductions shall be calculated based on the ALPA deduction rate from wages earned while operating as a C208 First Officer per his pay as referenced above in 30.1.a.
- 30.2 C208 F/O's shall have recourse to the grievance or arbitration procedure only for the rights expressly granted per Section 30.1.

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SECTION 31**360 DEGREE FEEDBACK PROCESS**

- 31.1.1 Annually, the Company may perform a 360 Degree Feedback Process for each Pilot. The process is meant to encourage an open and frank dialogue between a Pilot and his manager, and to provide the framework for a review of the Pilot and manager's performance. Both the MEC and the Company view this process as a means of fostering the exchange of ideas and concerns for the betterment of the pilot group and the Company as a whole.
- 31.1.2 Fourteen (14) days prior to the process being conducted, the Company will forward a copy of the form to be used to the MEC for content review. The Company will address any concerns of the MEC prior to the process being conducted.
- 31.1.3 Upon completion of the process and a review of the content of all forms, the Company will forward the MEC the top 5 findings of strengths and weaknesses. The parties may meet as needed to discuss the findings and any areas for improvement.
- 31.1.4 The 360 Degree Feedback form will be kept on record for one (1) year.
- 31.1.5 The 360 Degree Feedback Process will not be used as a basis for any disciplinary action against a pilot.

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SECTION 32**ELECTRONIC FLIGHT SUPPORT**

- 32.1 Upon request of either the Association or the Company, the Parties shall meet to discuss issues associated with the implementation of any new device and standards.
- 32.2 The Company has determined the 64 GB iPad Mini will meet the minimum standard and be considered the Standard Unit (SU).

32.3 LEASE AND/OR PURCHASE

- a) The Company shall cover the cost of the SU Lease and/or Purchase.
The Company will issue SU's to;
- i) 703 Pilots and Training Captains within thirty (30) days after ratification of Collective Agreement #4. In the case of 703 single pilot operations, a second SU as outlined in the SOP/COM will be required for dispatch. Apprentice Pilots will not be issued an SU but are expected to utilize the secondary SU.
 - ii) 704 Pilots by end of 2nd quarter 2020,
 - iii) 705 Pilots by end of 4th quarter 2020
 - iv) Upon issue, all Captains will receive a GPS enabled SU.
 - v) Up to three years after the scheduled dates above, all non-GPS enabled SU's shall be replaced with GPS enabled SU's.
- b) The Company and the Association shall meet to discuss any changes or issues arising from these implementation dates.
- c) The SU shall have a minimum of 64 GB of memory and may have Wi-Fi, GPS and SIM capability. A data plan is not required. If a data plan is considered at a later date, the Parties shall meet to discuss the details of the data plan.
- d) Upon initial issue or re-issue of all SU's a Pilot will be required to sign a Return Agreement for the SU. A provided protective case (which shall be on the unit at all times), charging block and cable as well as an optional battery pack, as determined by the Company, shall be included with the SU.
- e) The Company, at its discretion, may decide to purchase Apple Care for the SU's. The cost of the purchase shall be covered by the Company.
- f) Any costs associated with Company required Apps shall be covered by the Company.
- g) New Hire Pilots will receive an SU either from existing units or through the Company designated provider.
- h) All SU's may have no fault extended warranty through Apple Care. Any damage caused by gross negligence of the Pilot, will result in the Apple Care deductible being paid by the Pilot.

32.4 UTILIZATION

- a) Pilots shall take reasonable care to protect the SU from damage and theft.
- b) If a Pilot shall be away from his aircraft for an extended period of time (6 hours or more), he shall secure or remove the SU. In all cases the SU will be removed from the aircraft during overnights. In the event that the SU is stolen from the cockpit prior to the extended period of time mentioned above, the SU will be replaced at the expense of the Company.
- c) In the event an SU is lost, the Company will use Mobile Device Management System in an attempt to locate and recover the SU. In the event the SU is not recovered, the Pilot will be responsible for the lease payout or in the case of purchased units the depreciated value of the SU. Reasonable care of the SU is expected of the Pilot.
- d) Should the Pilot, the Company, or the Association feel a different course of action in b. or c. above, should be taken, any of the parties may ask for a meeting to discuss the situation.
- e) The Pilot shall be required to password protect the SU.
- f) The SU shall be deemed to have a minimum useful life of three (3) years. If, prior to the three (3) year term the SU no longer maintains suitable performance and/or battery life, the Pilot shall return the SU to the Company and the SU may be replaced through Apple Care or another SU provided to the Pilot.
- g) Pilots shall be required to have a Wasaya Airways email account set up on the SU. This will be the primary email contact used by Wasaya Airways.
- h) The Company may provide a mounting system in the aircraft capable of holding the SU and any upgraded versions of the SU.
- i) The Company shall ensure that there are limited serviceable spare SUs available to sign out at each Base for a Pilot to borrow in the event his own SU is unavailable. The borrowed SU shall be returned and signed in to the Company upon completion of the pairing or as otherwise agreed upon.
- j) Flight crew will ensure their SU is charged to the minimum requirement outlined in the SOP/COM.

32.5 RETURNS

- a) A Pilot leaving the employ of the Company or taking a personal leave shall return the SU to the Company upon completion of their last day of work.

32.6 PRIVACY

- a) The Company acknowledges and agrees that a Pilot's SU is property of Wasaya Airways, and the information and data on such a device are private and confidential except for information and data contained within proprietary or other Company provided software or applications.
- b) The Association acknowledges and agrees that information and data provided by the Company through Company provided software or applications on a Pilot's SU are Company property and such data may be monitored, replaced, or deleted by the Company.
- c) Wasaya Airways has a policy (*HG4: Email, Internet and Computer Use*) that applies to all employees. Any information or data from a Pilot's SU not in accordance with above

mentioned policy, may be used against a Pilot in any manner in a disciplinary proceeding. Failure to maintain and update information required by Wasaya Airways Operations or Transport Canada may also be subject to disciplinary action.

- d) Except in the case of a TSB reportable accident or incident, the Company agrees it will not use a Pilot's SU to determine, monitor, or track his location for any purposes including, but not limited to, disciplinary purposes.
- e) The Company agrees that the individual(s) accountable for Company compliance with the Personal Information Protection and Electronic Documents Act shall ensure that the protections of that Act are communicated to all Pilots as they pertain to SU usage.

32.7 TRAINING

- 32.7.1 All flight crews will be required to take in-class ground school approved by Transport Canada, for the implementation of the EFB.

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SECTION 33**DURATION**

- 32.1 The provisions of this Agreement shall be effective from July 1, 2019 and shall continue in full force and effect until midnight June 30, 2023.
- 32.2 This Agreement will renew itself without change for each succeeding year thereafter, unless written notice of intended change (Notice of Change) is served by either party within six (6) calendar months immediately preceding the date of expiration of the term of this Agreement. Notice of Change shall be the notice to bargain contemplated by clause six (6) of the Maintenance of Activities and Dispute Resolution Agreement dated February 19, 2009, attached as Appendix "E" In the event that Notice of Change is given, this Agreement will remain in effect while negotiations are being carried out in accordance with clause six (6) referenced above, until a new Collective Agreement has been agreed to by the parties or interest arbitration.

IN WITNESS WHEREOF, the Parties have signed this Agreement this _____ Day of _____, 2019, at Thunder Bay, ON.

For WASAYA AIRWAYS LP

For the AIR LINE PILOTS

ASSOCIATION INTERNATIONAL

TOM MORRIS
PRESIDENT & CEO

CAPTAIN JOSEPH G. DePETE
PRESIDENT

BRAD MARTIN
CHIEF OPERATING OFFICER

JAMES HARDING
WSG MEC CHAIR

DERRICK FLYNN
DIRECTOR OF FLIGHT OPERATIONS

MARK LAVOIE
WSG MEC VICE CHAIR

SCOTT ROUTLY
CHIEF PILOT

ROBERT WATSON
NEGOTIATING COMMITTEE CHAIR

KERRI BARYLA
SENIOR HUMAN RESOURCES ADVISOR

JONATHAN HEUVING
NEGOTIATING COMMITTEE MEMBER

JOEL FOURNIER
LABOUR RELATIONS ADVISOR

Appendix A

DEFINITIONS and ACRONYMS

1. **“Approved Check Pilot (ACP)”** shall mean a Pilot nominated by the Company and approved by Transport Canada to carry out any training and Pilot Proficiency Checks (PPC), Instrument Flight Tests (IFT), line indoctrination, and Line Checks (LC) for the purpose of assessing another Pilot’s performance and who holds valid Transport Canada (TC) or other government certificates authorizing him to serve as such Pilot.
2. **“Accumulator”** shall mean a program designed to accumulate data of a Pilot’s flight time, duty hours, duty day, and night takeoffs and landings.
3. **“Agreement”** shall mean the Collective Bargaining Agreement between the Parties.
4. **“Aircraft Training Manual”** shall mean a technical manual published for instructional purposes; e.g.: SIMCOM, Flight Safety manuals.
5. **“ALPA”** shall mean Air Line Pilots Association, International.
6. **“Amelia System”** shall mean the current computerized system utilized by the Company designed to track, e.g., passenger reservations, flight times, or any other computerized system as may be utilized by the Company.
7. **“Association Representative”** shall mean any ALPA member of the WSG bargaining unit or authorized WSG representative.
8. **“Captain”** shall mean a Pilot who is in command of the aircraft and its crew members while on flight duty and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified and designated by the Company to serve as, and hold effective Transport Canada Certificates authorizing him to serve as, such Captain.
9. **“CAME”** shall mean Civil Aviation Medical Examiner.
10. **“CARS”** shall mean Canadian Aviation Regulations.
11. **“CBA”** shall mean the Collective Bargaining Agreement.
12. **“CIRB”** shall mean the Canadian Industrial Relations Board.
13. **“CLC”** shall mean the Canada Labour Code.
14. **“Company”** shall mean Wasaya Airways LP.
15. **“COM”** shall mean Company Operations Manual.

16. **"CSA"** shall mean the Canadian Standards Association.
17. **"Equipment"** shall mean the type of aircraft utilized for Company flying operations.
Example: HS748, DH8, B1900, PC12, and Caravan.
18. **"First Officer"** shall mean a Pilot who is second (2nd) in command of the aircraft and 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 designated by the Company authorized and holds currently effective Transport Canada Certificates authorizing him to serve as such First Officer.
19. **"Flight Time"** shall mean the total time from the moment an aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.
20. **"GPS"** shall mean the Global Positioning System.
21. **"IFALPA"** shall mean the International Federation of Air Line Pilots' Associations.
22. **"Journey Logbook"** shall mean a legal document carried onboard that records all pertinent flight data as required by Transport Canada.
23. **"Line Check"** shall mean a proficiency check performed to assess a Pilot's performance.
24. **"LT"** shall mean local time.
25. **"MEC"** shall mean the Master Executive Council.
26. **"New Hire"** shall mean a pilot new to the Company who is not yet current on type.
27. **"OHSC"** shall mean Occupational Health and Safety Committee.
28. **"PICUS"** – Pilot in Command under Supervision
29. **"Pilot"** shall mean a Captain or First Officer.
30. **"PPC"** shall mean a Pilot Proficiency Check.
31. **"PSL"** shall mean the Pilot Seniority List.
32. **"RD/RDs"** shall mean Requested Days off.
33. **"RVD/RVDs"** shall mean Requested day off that immediately follows or precedes a vacation unit. These requested days off known as RVDs shall have the same priority as a vacation day in the bid process.

34. **“Remote Location”** shall mean a fly-in community with no road access.
35. **“SRC”** shall mean Selection Review Committee.
36. **“Training Pilot”** shall be a Pilot designated by the Company to conduct training for the purposes of upgrading or qualifying other Pilots. Training duties shall include, but are not limited to: aircraft ground schools, flight training, simulator training, ground briefings associated with flight training, acting as non-flying Pilot on flight tests and line indoctrination, and any pertinent office duties. Captains and First Officers who perform duties of non-flying pilots during flight tests are not deemed to be Training Pilots unless designated by the Company.
37. **“TSBC”** shall mean the Transportation Safety Board of Canada.
38. **“WSG”** shall mean Wasaya Airways LP.

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Appendix B**PILOT TRAINING & COMPENSATION AGREEMENT****PILOT TRAINING & COMPENSATION AGREEMENT (FUNDED IN FULL BY THE PILOT)**

BETWEEN:

Wasaya Airways LP (Wasaya)

And

_____ (the Pilot)

WHEREAS WASAYA is a commercial air carrier which employs pilots to operate its aircraft:

AND WHEREAS the Pilot has agreed to be so employed with Wasaya and wishes to receive training as part of his/her employment.

THIS AGREEMENT WITNESSED that in consideration of the employment referred to in these premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wasaya and the Pilot covenant and agree as follows.

1. **PROVISION OF TRAINING:** Wasaya will provide for training and instruction respecting the _____ aircraft, which will be held at _____ (“the Training”).
2. **FUNDING BY THE PILOT:** The Pilot will fund the Training by remitting the sum of \$ _____ to an account administered by and under the control of Wasaya (“the Compensation”).
3. **COMPLETION OF TRAINING:** The Training will be deemed to be completed on the date the Pilot passes the required Transport Canada proficiency check respecting the Training.
4. **REPAYMENT PLAN:** Wasaya will repay the Compensation, plus interest (based on the interest rate in Section 10.9.5 of the collective agreement between Wasaya and the Air Line Pilots Association, International), over _____ equal payments of \$ _____ (“the Repayment”). Payments under the Repayment Plan will be made on a biweekly basis, starting from the date the Pilot provides the funding to Wasaya.

5. **CESSATION OF WASAYA REPAYMENT OBLIGATIONS:** Wasaya's obligations pursuant to the Repayment Plan will cease upon the happening of one of the following occurrences:
- The Pilot is unsuccessful in passing the Transport Canada proficiency check respecting the Training.
 - Voluntary termination of employment by the Pilot within the time frame contemplated by the repayment plan.
 - The Pilot's employment is terminated by Wasaya for just cause.
 - The Pilot declines or refuses a job recall following a work layoff.
6. **REPAYMENT IN FULL BY WASAYA:** Wasaya will repay the compensation in full immediately after the happening of one of the following occurrences:
- The death of the Pilot
 - The Pilot's permanent layoff.
 - The wind-up and closure of Wasaya.
7. **COLLECTIVE AGREEMENT:** Nothing in this Agreement is intended to supersede any of the provisions of the collective agreement between Wasaya and the Air Line Pilots Association, International (ALPA).
8. **INDEPENDENT LEGAL ADVICE:** The Parties represent that they have had the full opportunity to obtain independent legal advice and that they enter into this Agreement voluntarily.

THIS AGREEMENT shall ensure for the benefit of and shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

DATED this _____ day of _____, 20____

Wasaya Airways LP

The Pilot

Appendix CPILOT TRAINING & COMPENSATION AGREEMENTPILOT TRAINING & COMPENSATION AGREEMENT (FUNDING SHARED
EQUALLY BY THE PILOT AND WASAYA AIRWAYS LP)

BETWEEN:

Wasaya Airways LP (Wasaya)

And

_____ (the Pilot)

WHEREAS WASAYA is a commercial air carrier which employs pilots to operate its aircraft:

AND WHEREAS the Pilot has agreed to be so employed with Wasaya and wishes to receive training as part of his/her employment.

THIS AGREEMENT WITNESSED that in consideration of the employment referred to in these premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wasaya and the Pilot covenant and agree as follows.

1. **TRAINING:** Wasaya will provide for training and instruction respecting the _____ aircraft, which will be held at _____ (“the Training”).
2. **PARTIAL FUNDING BY THE PILOT:** The Pilot will partially fund the Training by remitting the sum of \$_____ to an account administered by and under the control of Wasaya (“the Compensation”). This amount represents half of the total cost of Training for the aforementioned aircraft as delineated in Section 10.9.9 of the collective agreement between Wasaya and the Air Line Pilots Association, International (ALPA).
3. **COMPLETION OF TRAINING:** The Training will be deemed to be completed on the date the Pilot passes the required Transport Canada proficiency check respecting the Training.

4. **REPAYMENT PLAN:** Wasaya will repay the Compensation to the Pilot, without interest, in equal payments of \$ _____ per month, over the course of _____ months (“the Repayment”) after the Pilot has completed one half (1/2) of his training contract. This represents the money put forward by the Pilot to partially fund the training (as delineated in paragraph 2 above) paid back to the Pilot in equal payments over the second half of the applicable training contract.

The first payment under the Repayment Plan will commence the first month after one half of the applicable training contract has been completed by the Pilot.

5. **CESSATION OF REPAYMENT OBLIGATIONS:** Wasaya’s obligations pursuant to the Repayment Plan will cease upon the happening of one of the following occurrences:
- a. The Pilot is unsuccessful in passing the Transport Canada proficiency check respecting the Training.
 - b. Voluntary termination of employment by the Pilot within the time frame contemplated by the repayment plan as described in paragraphs 4 and 6 of this Agreement.
 - c. The Pilot’s employment is terminated by Wasaya for just cause.
 - d. The Pilot declines or refuses a job recall following a work layoff.
6. **FAILURE TO COMPLETE TRAINING CONTRACT:** Should the Pilot not fulfill the duration of his training contract as per Section 10.9.9 of the collective agreement between Wasaya and the Air Line Pilots Association, International (ALPA) for any of the reasons in paragraph 5 above, the following will apply:
- a. If the failure occurs at any time during the first half of his applicable training contract, the Pilot will forfeit the monies he provided in paragraph 2 above, and will owe Wasaya a prorated share of the funding provided by Wasaya based on the number of completed months of the training contract that were fulfilled. Any monies owed by the Pilot to Wasaya pursuant to this paragraph will be paid to Wasaya with interest at the rate specified in 10.9.6 of the Collective Agreement within three (3) months of the date the Pilot failed to fulfill the duration of the training contract, to the extent that Wasaya is unable to recoup said monies pursuant to paragraph 8 below. Interest will accrue from the date that the Pilot fails to fulfill the terms of his training contract until such time as full payment is made.
 - b. If the failure occurs at any time during the second half of his applicable training contract, the Pilot will receive no further monies under the Repayment Plan in paragraph 4 above.

7. **EXEMPTIONS:** Notwithstanding paragraph 6 above, should the Pilot not fulfill the duration of his training contract due to one of the following reasons, Wasaya will forgive and forego the recoupment of the funding provided by Wasaya of any training provided to the Pilot under this agreement:
- a. The death of the Pilot.
 - b. The Pilot's permanent layoff.
 - c. The wind-up and closure of Wasaya.
8. **AUTHORIZATION TO MAKE DEDUCTIONS:** The Pilot authorizes and directs Wasaya to withhold and pay any amount becoming due to Wasaya under the terms of this Agreement from any wages or other monies Wasaya may otherwise owe the Pilot.
9. **COLLECTIVE AGREEMENT:** Nothing in this Agreement is intended to supersede any of the provisions of the collective agreement between Wasaya and the Air Line Pilots Association, International (ALPA).
10. **INDEPENDENT LEGAL ADVICE:** The Parties represent that they have had the full opportunity to obtain independent legal advice and that they enter into this Agreement voluntarily.

THIS AGREEMENT shall ensure for the benefit of and shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

DATED this _____ day of _____, 20 ____

Wasaya Airways LP

The Pilot

PROMISSORY NOTE
APPENDIX C

Date: Month , 20xx

\$xx,xxx.xx

FOR VALUE RECEIVED UNDER SECTION 10, I, (name of Pilot) promise to pay to the order of Wasaya Airways LP the sum of \$ xx,xxx.xx without interest, or as stated in paragraph 6 of Appendix C.

DATED at Thunder Bay, ON, this xth day of Month, 20xx.

SIGNED, SEAL AND DELIVERED)

)

In the presence of)

)

)

)

Witness

)

(Name of Pilot)

Appendix DPILOT TRAINING & COMPENSATION AGREEMENTPILOT TRAINING & COMPENSATION AGREEMENT (FUNDED IN FULL BY WASAYA AIRWAYS LP)

BETWEEN:

Wasaya Airways LP (Wasaya)

And

_____ (the Pilot)

WHEREAS WASAYA is a commercial air carrier which employs pilots to operate its aircraft:

AND WHEREAS the Pilot has agreed to be so employed with Wasaya and wishes to receive training as part of his/her employment.

THIS AGREEMENT WITNESSED that in consideration of the employment referred to in these premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wasaya and the Pilot covenant and agree as follows.

1. **PROVISION OF TRAINING:** Wasaya will provide for training and instruction respecting the _____ aircraft, which will be held at _____ (“the Training”).
2. **FUNDING BY WASAYA:** Wasaya will fund the cost of the training (as delineated in Section 10.9.9 of the applicable collective agreement) in its entirety. The cost of the training is _____.
3. **COMPLETION OF TRAINING:** The Training will be deemed to be completed on the date the Pilot passes the required Transport Canada proficiency check respecting the Training.
4. **FULFILLMENT OF TRAINING CONTRACT BY THE PILOT:** Should the Pilot fulfill the duration of the Training contract as per Section 10.9.9 of the collective agreement between Wasaya and the Air Line Pilots Association, International (ALPA), then the Pilot will owe no money to the Wasaya for the training provided under this Pilot Training and Compensation Agreement.

5. **FAILURE TO COMPLETE THE TRAINING CONTRACT:** Should the Pilot not fulfill the duration of the training contract as per Section 10.9.9 of the collective agreement between Wasaya and the Air Line Pilots Association, International (ALPA) for any of the following reasons, provisions a or b in this paragraph will apply:
- The Pilot is unsuccessful in passing the Transport Canada proficiency check respecting the Training.
 - Voluntary termination of employment by the Pilot within the time frame contemplated by the repayment plan as described in paragraphs 4 and 6 of this Agreement.
 - The Pilot's employment is terminated by Wasaya for just cause.
 - The Pilot declines or refuses a job recall following a work layoff.
 - a. If the failure occurs at any time during the first half of his applicable training contract, the Pilot shall owe Wasaya the full amount of his training contract;
 - b. If the failure occurs at any time during the second half of his applicable training contract, the Pilot shall owe Wasaya 1/6th of the value of the applicable training contract (or 1/9th of the value of an 18 month training contract) for each uncompleted month remaining of his training contract.
6. **PAYMENT OF MONIES OWED:** Any monies owed by the Pilot to Wasaya pursuant to this paragraph will be paid to Wasaya with interest at the rate specified in 10.9.6 of the Collective Agreement within three (3) months of the date the Pilot failed to fulfill the duration of the training contract, to the extent that Wasaya is unable to recoup said monies pursuant to paragraph 8 below. Interest will accrue from the date that the Pilot fails to fulfill the terms of his training contract until such time as full payment is made.
7. **EXEMPTIONS:** Notwithstanding paragraph 5 above, should the Pilot not fulfill the duration of his training contract due to one of the following reasons, Wasaya will forgive and forego the recoupment of the cost of any training provided to the Pilot under this agreement:
- a. The death of the Pilot.
 - b. The Pilot's permanent layoff.
 - c. The wind-up and closure of Wasaya.
8. **AUTHORIZATION TO MAKE DEDUCTIONS:** The Pilot authorizes and directs Wasaya to withhold and pay any amount becoming due to Wasaya under the terms of this Agreement from any wages or other monies Wasaya may otherwise owe the Pilot.
9. **COLLECTIVE AGREEMENT:** Nothing in this Agreement is intended to supersede any of the provisions of the collective agreement between Wasaya and the Air Line Pilots Association, International (ALPA).

10. **INDEPENDENT LEGAL ADVICE:** The Parties represent that they have had the full opportunity to obtain independent legal advice and that they enter into this Agreement voluntarily.

THIS AGREEMENT shall ensure for the benefit of and shall be binding upon the parties hereto, their heirs, administrators, successors and assigns.

DATED this _____ day of _____, 20____

Wasaya Airways LP

The Pilot

**PROMISSORY NOTE
APPENDIX D**

Date: Month , 20xx

\$xx,xxx.xx

FOR VALUE RECEIVED UNDER SECTION 10, I, (name of Pilot) promise to pay to the order of Wasaya Airways LP the sum of \$ xx,xxx.xx without interest, or as stated in paragraph 5 of Appendix D.

DATED at Thunder Bay, ON, this xth day of Month, 20xx.

SIGNED, SEAL AND DELIVERED)

)

In the presence of)

)

)

)

Witness

)

(Name of Pilot)

APPENDIX E

MAINTENANCE OF ACTIVITIES AND DISPUTE RESOLUTION PROCESS

Pursuant to Section 87.4(3) and 87.4(8) of the *Canada Labour Code*

BETWEEN:

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

(the "Association")

And

WASAYA AIRWAYS LP

(the "Company")

MAINTENANCE OF ACTIVITIES & DISPUTE RESOLUTION AGREEMENT

WHEREAS the Association was certified by the Canada Industrial Relations Board (the "Board") on January 16, 2008 (attached) certifying ALPA as the exclusive bargaining agent for "all employees of Wasaya Airways LP, employed as Pilots, excluding Chief Pilot and all those above the rank of Chief Pilot"; further order of the CIRB was made November 5, 2008 amending the bargaining unit description to also exclude Assistant Chief Pilot and those above that rank;

AND WHEREAS the Association has applied to the Board to determine the scope of the bargaining unit with respect to employees who perform services as ramp attendants and occasional services as First Officers of C208 aircraft.

AND WHEREAS the Association has served notice to bargain a first collective agreement between the Parties on February, 01, 2008 (attached);

AND WHEREAS the Association delivered in February of 2008 a notice to the Company pursuant to s.87.4(2) of its desire to enter into a Maintenance Activities Agreement as required by the *Canada Labour Code*;

And Whereas the Parties met to resolve the essential services issues and exchanged proposals in February to April of 2008, and again in January and February of 2009;

And Whereas the Company delivered a report of Transportation Economist (Professor Emeritus, Lakehead University) Norman C. Bonsor dated November 5th, 2008 to the Association on January 23, 2009, (which the Association does not agree or disagree with) , opining:

- a. Wasaya provides an essential service in northern Ontario in that it provides critical services to the physical and mental well-being of the remote communities;



- b. That disruption of these services by strike or lockout would cut-off the communities from the outside world and places them at serious risk;

AND WHEREAS the Parties are cognizant of their obligations and their rights pursuant to Section 87.4 of the *Canada Labour Code* (the "Code"); and accordingly have agreed to an interest arbitration regime for collective agreement number one and all collective agreements thereafter (unless this agreement is amended to provide otherwise as described below).

AND WHEREAS both Parties have reviewed the nature of the Company's flying operations and facilities and services, and have concluded that their cessation, in whole or in part, during the course of a strike or lockout, has the potential to cause an immediate and serious danger to the safety and health of the public;

AND WHEREAS the Parties agree the air service of the Company to remote communities north of the towns of Red Lake, Sioux Lookout and Pickle Lake, is the actually accessible link available to a significant majority of the general traveling public, the supply of goods and services of industry and its customers, as well as the general public, for whom there is no realistic alternative means of access;

NOW THEREFORE the Parties have agreed to the following:

Maintenance of Activities

1. The Parties agree the supply of those services, the operation of those facilities and production of those goods used in providing the Company's air service and flying to remote communities and sites to the north of the towns of Red Lake, Sioux Lookout or Pickle Lake, at all times of the year, be and are designated necessary to prevent an immediate and serious danger to the safety and health of the public.
2. The Company, the Association and the employees must continue the supply, operation and production (if any) described in paragraph one (1) above, and there shall be no strike or lockout by the Association or the Company respectively with respect to any member of the bargaining unit represented by the Association, for this or any future period of time, unless and until the parties agree in writing to reinstatement of the rights referenced above in this paragraph, or until order of the Board altering or amending the order created by this agreement.

Dispute Resolution

3. The Parties agree the level of services whose maintenance is required pursuant to Section 87.4 of the Code is such as to render ineffective the exercise of the right to strike or lockout by the parties.



4. With respect to the bargaining for a first collective agreement that is presently ongoing, the Parties shall:
- a. Continue to bargain in good faith in accordance with the provisions of the Code and make every reasonable effort to enter into a collective agreement;
 - b. The Association shall apply to the Board forthwith to determine the scope of the bargaining unit with respect to employees hired as ramp attendants, but who perform occasional services as First Officers of C208 aircraft. This description cannot be used to support either party in regards to the application of the Association referenced above.
 - c. In the event a ratified collective agreement is not agreed to within ninety (90) days of the final order of the Board on the scope of the bargaining unit referenced in sub-clause b above, either party shall have the right:
 - i) To request in writing a conciliation officer from the Federal Mediation and Conciliation Service be appointed to assist the parties to reach a collective agreement as required by Section 73(2) (a) of the Code. The Conciliator shall have 60 days from the date of the above request, or such shorter time period as the Conciliator determines, to assist the parties. The parties may agree to extend the period of assistance;
 - ii) After the earlier of (60) sixty days or the Conciliator notifying the parties that no further assistance will be given, as referenced above, either party may refer all outstanding matters in the Collective Agreement to interest arbitration;
 - iii) To refer the outstanding matters to interest arbitration, the party doing so shall inform the other in writing, and the parties shall have 21 days thereafter to agree to an interest arbitrator, and if appointed he will have powers to settle a collective agreement for them on the outstanding matters and with the powers of an arbitrator under Section 60 of the Code, including the jurisdiction to determine the rate of pay per flight credit, and only the rate of pay per flight credit, retroactively (without prejudice to whether retroactivity should be imposed). Where the parties are unable to agree, the Minister of Labour shall appoint an arbitrator to settle the outstanding terms and conditions of the first collective agreement between



the parties, with the same powers described above in this sub-clause iii).

5. Until a first collective agreement is in effect, the Company shall comply with the requirements of Section 50 (b) of the Code (Business as Usual).
6. For subsequent collective agreements after the first collective agreement, the Parties shall serve notice to bargain if a new collective agreement is desired, and shall then bargain in good faith in accordance with the Code, and particularly Section 50 (a). If, after concerted, directed and complete review and bargaining on all issues raised by the Parties in the negotiations, an impasse is reached, either Party may give a written notice in accordance with the procedure set out above in sub-clause 4. C. i), and the remaining procedure set out in sub-clauses 4. C. ii) and iii) above utilized to have the collective agreement determined by interest arbitration.
7. It is agreed that the Association or the Company may file a copy of this Agreement on behalf of the Parties with the Canada Industrial Relations Board (the "Board") and that it shall have the same effect and shall be enforceable as, and protections of, an order from the Board under Section 87.4(3) and 87.4(8) of the Code.
8. This agreement and all terms of it shall be binding on the parties and the employees, and govern current and future rounds of bargaining or negotiations for collective agreements until amended in accordance with the terms of paragraph 2 above.


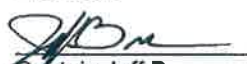

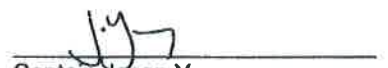


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Signed this 19th day of February, 2009 at Thunder Bay, ON.

FOR WASAYA AIRWAYS LP

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL and its
bargaining unit members


George Simon, Vice-President
of Operations
Captain Marc Boisvert
Director of Flight Operations
Ms. Tricia Murdoch-Woods
Director of Human Resources
Captain John Prater
President
Captain Jeff Braun
WSG MEC Chairman
Captain James Harding
WSG MEC Vice-Chairman
Captain Jason Young
WSG MEC Negotiating Committee
Captain Ron Stewart
WSG MEC Negotiating Committee
Mr. Albert Bert Leger
Contract Administrator

APPENDIX F

Flight Crew Block Schedule

BLOCK #	BLOCK SCHED DATE		VACATION REQUEST DEADLINE	RD REQUEST DEADLINE & TRAINING AND EXPENSES DUE	SCHEDULE POSTING DATE
8 - 2019	July 22, 2019	To August 18, 2019	May 27, 2019	June 27, 2019	July 9, 2019
9 - 2019	August 19, 2019	To September 15, 2019	July 1, 2019	July 25, 2019	August 7, 2019
10 - 2019	September 16, 2019	To October 13, 2019	July 29, 2019	August 22, 2019	September 4, 2019
11 - 2019	October 14, 2019	To November 10, 2019	August 26, 2019	September 19, 2019	October 1, 2019
12 - 2019	November 11, 2019	To December 8, 2019	September 23, 2019	October 17, 2019	October 29, 2019
13 - 2019	December 9, 2019	To January 5, 2020	October 21, 2019	November 14, 2019	November 26, 2019

BLOCK #	BLOCK SCHED DATE			VACATION REQUEST DEADLINE	RD REQUEST DEADLINE & TRAINING AND EXPENSES DUE	SCHEDULE POSTING DATE
1 - 2020	January 6, 2020	To	February 2, 2020	November 18, 2019	December 12, 2019	December 24, 2019
2 - 2020	February 3, 2020	To	March 1, 2020	December 16, 2019	January 9, 2020	January 21, 2020
3 - 2020	March 2, 2020	To	March 29, 2020	January 13, 2020	February 6, 2020	February 18, 2020
4 - 2020	March 30, 2020	To	April 26, 2020	February 10, 2020	March 5, 2020	March 17, 2020
5 - 2020	April 27, 2020	To	May 24, 2020	March 9, 2020	April 2, 2020	April 15, 2020
6 - 2020	May 25, 2020	To	June 21, 2020	April 6, 2020	April 30, 2020	May 12, 2020
7 - 2020	June 22, 2020	To	July 19, 2020	May 4, 2020	May 28, 2020	June 9, 2020
8 - 2020	July 20, 2020	To	August 16, 2020	June 1, 2020	June 25, 2020	July 8, 2020
9 - 2020	August 17, 2020	To	September 13, 2020	June 29, 2020	July 23, 2020	August 5, 2020
10 - 2020	September 14, 2020	To	October 11, 2020	July 27, 2020	August 20, 2020	September 1, 2020
11 - 2020	October 12, 2020	To	November 8, 2020	August 24, 2020	September 17, 2020	September 29, 2020
12 - 2020	November 9, 2020	To	December 6, 2020	September 21, 2020	October 15, 2020	October 27, 2020
13 - 2020	December 7, 2020	To	January 3, 2021	October 19, 2020	November 12, 2020	November 24, 2020

BLOCK #	BLOCK SCHED DATE			VACATION REQUEST DEADLINE	RD REQUEST DEADLINE & TRAINING AND EXPENSES DUE	SCHEDULE POSTING DATE
1 - 2021	January 4, 2021	To	January 31, 2021	November 16, 2020	December 10, 2020	December 22, 2020
2 - 2021	February 1, 2021	To	February 28, 2021	December 14, 2020	January 7, 2021	January 19, 2021
3 - 2021	March 1, 2021	To	March 28, 2021	January 11, 2021	February 4, 2021	February 16, 2021
4 - 2021	March 29, 2021	To	April 25, 2021	February 8, 2021	March 4, 2021	March 16, 2021
5 - 2021	April 26, 2021	To	May 23, 2021	March 8, 2021	April 1, 2021	April 14, 2021
6 - 2021	May 24, 2021	To	June 20, 2021	April 5, 2021	April 29, 2021	May 11, 2021
7 - 2021	June 21, 2021	To	July 18, 2021	May 3, 2021	May 27, 2021	June 8, 2021
8 - 2021	July 19, 2021	To	August 15, 2021	May 31, 2021	June 24, 2021	July 7, 2021
9 - 2021	August 16, 2021	To	September 12, 2021	June 28, 2021	July 22, 2021	August 4, 2021
10 - 2021	September 13, 2021	To	October 10, 2021	July 26, 2021	August 19, 2021	August 31, 2021
11 - 2021	October 11, 2021	To	November 7, 2021	August 23, 2021	September 16, 2021	September 28, 2021
12 - 2021	November 8, 2021	To	December 5, 2021	September 20, 2021	October 14, 2021	October 26, 2021
13 - 2021	December 6, 2021	To	January 2, 2022	October 18, 2021	November 11, 2021	November 23, 2021

BLOCK #	BLOCK SCHED DATE			VACATION REQUEST DEADLINE	RD REQUEST DEADLINE & TRAINING AND EXPENSES DUE	SCHEDULE POSTING DATE
1 - 2022	January 3, 2022	To	January 30, 2022	November 15, 2021	December 9, 2021	December 21, 2021
2 - 2022	January 31, 2022	To	February 27, 2022	December 13, 2021	January 6, 2022	January 18, 2022
3 - 2022	February 28, 2022	To	March 27, 2022	January 10, 2022	February 3, 2022	February 15, 2022
4 - 2022	March 28, 2022	To	April 24, 2022	February 7, 2022	March 3, 2022	March 15, 2022
5 - 2022	April 25, 2022	To	May 22, 2022	March 7, 2022	March 31, 2022	April 12, 2022
6 - 2022	May 23, 2022	To	June 19, 2022	April 4, 2022	April 28, 2022	May 10, 2022
7 - 2022	June 20, 2022	To	July 17, 2022	May 2, 2022	May 26, 2022	June 7, 2022
8 - 2022	July 18, 2022	To	August 14, 2022	May 30, 2022	June 23, 2022	July 6, 2022
9 - 2022	August 15, 2022	To	September 11, 2022	June 27, 2022	July 21, 2022	August 3, 2022
10 - 2022	September 12, 2022	To	October 9, 2022	July 25, 2022	August 18, 2022	August 30, 2022
11 - 2022	October 10, 2022	To	November 6, 2022	August 22, 2022	September 15, 2022	September 27, 2022
12 - 2022	November 7, 2022	To	December 4, 2022	September 19, 2022	October 13, 2022	October 25, 2022
13 - 2022	December 5, 2022	To	January 1, 2023	October 17, 2022	November 10, 2022	November 22, 2022

BLOCK #	BLOCK SCHED DATE			VACATION REQUEST DEADLINE	RD REQUEST DEADLINE & TRAINING AND EXPENSES DUE	SCHEDULE POSTING DATE
1 - 2023	January 2, 2023	To	January 29, 2023	November 14, 2022	December 8, 2022	December 20, 2022
2 - 2023	January 30, 2023	To	February 26, 2023	December 12, 2022	January 5, 2023	January 17, 2023
3 - 2023	February 27, 2023	To	March 26, 2023	January 9, 2023	February 2, 2023	February 14, 2023
4 - 2023	March 27, 2023	To	April 23, 2023	February 6, 2023	March 2, 2023	March 14, 2023
5 - 2023	April 24, 2023	To	May 21, 2023	March 6, 2023	March 30, 2023	April 12, 2023
6 - 2023	May 22, 2023	To	June 18, 2023	April 3, 2023	April 27, 2023	May 9, 2023
7 - 2023	June 19, 2023	To	July 16, 2023	May 1, 2023	May 25, 2023	June 6, 2023

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 11th day of March, 2020
at Thunder Bay, Ontario.

For:

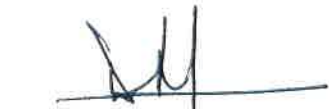
WASAYA AIRWAYS L.P.




TOM MORRIS
PRESIDENT & CEO



BRAD MARTIN
CHIEF OPERATING OFFICER



DERRICK FLYNN
DIRECTOR OF FLIGHT OPERATIONS



SCOTT ROUTLY
CHIEF PILOT



KERRI BARYLA
SENIOR HUMAN RESOURCES ADVISOR

For the:

AIR LINE PILOTS ASSOCIATION INT'L (ALPA)

CAPTAIN JOSEPH G. DePETE
PRESIDENT



JAMES HARDING
WSG MEC CHAIR



MARK LAVOIE
WSG MEC VICE-CHAIR



ROBERT WATSON
NEGOTIATING COMMITTEE CHAIR



JONATHAN HEUVING
NEGOTIATING COMMITTEE MEMBER

JOEL FOURNIER
LABOUR RELATIONS ADVISOR