

PAL AIRLINES

PVL 221

PILOT WORKING AGREEMENT

AGREEMENT #01



SECTION 0 PREAMBLE

0-1 GENERAL:

This Collective Agreement (the “Agreement”) is made and entered into by and between PAL Airlines Limited, hereinafter known as the “Company”, and the Pilots in the employ of PAL Airlines Limited, as represented by the Air Line Pilots Association, International, hereinafter known as the “Association” or “ALPA” collectively referred to as the “Parties”. In making this Agreement, the Parties recognize the objectives of promoting and maintaining the safety of air transportation, the high quality of customer service, and harmonious labour relations. The Parties recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit, and in the public interest, and for the intent and purpose of this Agreement.

0-2 ASSOCIATION RECOGNITION:

The Company recognizes the Association as the sole bargaining agent, as certified by the Canada Industrial Relations Board’s Certification Order Number 11480-U dated January 24, 2020 or as may be amended, for the Pilots employed by the Company.

0-3 PROBATION:

- .01 New Pilots shall be required to serve a probationary period of twelve (12) Months of cumulative service with the Company from their Date of Hire as a Pilot with the Company.
- .02 A Pilot who immediately prior to their employment with the Company was employed as a Pilot with PAL Aerospace Limited or Air Borealis Limited Partnership shall be required to serve a probationary period of six (6) Months of cumulative service with the Company from their Date of Hire as a Pilot with the Company.
- .03 Any Pilot who is absent from work for any reason in excess of five (5) years shall be required to serve a six (6) Month probationary period upon return to work.
- .04 A Pilot who is laid off during probation and then recalled for Duty shall be credited with the previous period of employment towards completing the probationary period.
- .05 The probationary period may be extended upon mutual agreement between the Company and the Association to a maximum total of eighteen (18) Months. The Chief Pilot and another Company representative shall meet with the affected Pilot to advise of the reason for the extension. The Company shall provide the Pilot and the Association a reasonable amount of notice prior to any such interview. The affected Pilot may choose to have an Association representative attend the

meeting. The Company shall provide a written confirmation to the Pilot of any decision to extend probation, with a copy to the Association.

- .06 The Company reserves the right to dismiss a Pilot during the Pilot's probationary period should their service be deemed unsatisfactory by the Company, and such decision would be in the sole discretion of the Company. The Company shall inform the Pilot, in writing, of the reasons for the dismissal with a copy to the Association. A probationary Pilot shall be entitled to file a grievance in accordance with the provisions of Section 22 (GRIEVANCE PROCEDURE).

0-4 PROFESSIONAL FLYING:

- .01 Active Pilots shall devote their entire professional flying service to the Company, and shall not engage in any other professional flying without prior written authorization from the Chief Pilot.
- .02 A Pilot's private flying shall not require prior authorization from the Company unless it may affect the Pilot's ability to serve the Company.

0-5 NO DISCRIMINATION

There shall be no discrimination on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for membership in the Association and the participation in various legal functions and activities related thereto.

0-6 NO STRIKE OR LOCKOUT

The Company agrees that there shall be no lock-out of its Pilots during the life of this Agreement, and the Association agrees that there shall be no strike during the term of this Agreement.

SECTION 1

SCOPE AND JOB SECURITY

1-1 GENERAL:

- .01 Unless otherwise authorized by this Agreement, all Pilot Positions and all flying performed by or on behalf of the Company shall be occupied and performed by Pilots on the PAL Airlines Pilot System Seniority List in accordance with the terms and conditions of this Agreement. Such Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo, placement, ferry, charter, training, maintenance test flights and publicity flights.
- .02 All flying in Subsection 1-1.01 above shall be crewed by no less than two (2) Pilots from the PAL Airlines Pilot System Seniority List.
- .03 Notwithstanding Subsection 1-1.01 above, the Company may:
 - a. Wet Lease one (1) or more aircraft on a temporary basis, provided that such Wet Leases are either:
 - i. necessary because of circumstances beyond the Company's control (weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.); or
 - ii. to evaluate or enter into new markets, or evaluate new aircraft on existing services where no Company aircraft are available to complete the evaluation or new market entrance,provided that such Wet Leases do not exceed ninety (90) consecutive Days or such longer period with the consent of the Association and does not result in any layoffs or reductions in a Pilot's Permanent Base or Status of any Pilot;
 - b. On an occasional or irregular basis, subcontract a flight, including a charter flight, or any portion thereof to another carrier provided it does not result in any layoffs or reductions in a Pilot's Permanent Base or Status of any Pilot; or
 - c. Subcontract to another air carrier on a temporary basis air service for which the Company does not have the personnel or equipment available, provided it does not result in any layoffs or reductions in a Pilot's Permanent Base or Status of any Pilot as a result, and that such subcontracts are granted for a limited period of time not to exceed thirty (30) consecutive Days or such longer period with the consent of the Association.

- .04 Notwithstanding Subsection 1-1.01 above, the Company may use Pilots employed by third party contractors in accordance with Subsections 9-1.08 (TRAINING; GENERAL) and 31-8 (NEW EQUIPMENT TYPES).

1-2 BUSINESS RELATIONSHIPS:

After the Company has signed and announced a capacity purchase agreement, code-share agreement, interline agreement, or any other agreement that provides for the sharing of passengers or revenue between the Company and another entity, the Company shall, upon request of the Association and subject to the parties reaching an agreement on confidentiality, meet with the Association in good faith to share information and discuss the potential impact of the agreement on Pilots and options to address that impact.

1-3 SUCCESSIONSHIP:

- .01 If the Company changes ownership or merges with another company, the provisions of the Canada Labour Code and its regulations shall apply. Within ten (10) Days of the Company's decision to enter into a merger, the Company shall notify the Association and provide updates as significant information becomes available.
- .02 Upon the announcement of a change in ownership or merger that may result in the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate any appropriate agreements such as a Transition and Process Agreement or Fence Agreement. No Pilot on the PAL Airlines System Seniority List will be laid off or have their hours or compensation reduced as a result of such transaction during the period between the announcement of any transaction and the later of completion of the change in ownership or merger.

1-4 TRANSFER OF ASSETS:

If the Company sells, leases or transfers an aircraft used by the Company to another air carrier, and such sale, lease or transfer results or may reasonably be expected to result in the layoff of one (1) or more Company Pilots, the Company will use reasonable efforts to obtain employment with the applicable air carrier for the Pilots laid off or likely to be laid off as a result of such sale, lease or transfer as and when such air carrier hires Pilots.

1-5 REMEDIES:

Any grievance filed by either Party alleging a violation of this Section 1 to this Agreement shall bypass the initial steps of the grievance process and shall be submitted, heard and resolved through binding arbitration on an expedited basis directly before either Arbitrators William Kaplan, Andrew Simms, Larry Steinberg, or any other arbitrator agreed to by the Parties. The dispute shall be heard as soon as possible following submission to the arbitrator, and shall be decided not later than thirty (30) Days after closing arguments, unless the parties agree otherwise in writing.

SECTION 2

ABBREVIATIONS AND DEFINITIONS

Active, Active Status: A Pilot who is eligible to be assigned Duty other than on a Day Off or while on sick leave or Vacation.

ACP: Approved Check Pilot

Ad Hoc Charter: A charter flight operated by the Company that becomes available after the Company publishes the bid awards for the applicable Bid Period.

Agreement, Collective Agreement, or CA: This Collective Agreement, including Letters of Agreement and Memoranda of Understanding, between PAL Airlines Ltd. and the Air Line Pilots Association, International.

Aircraft: See the definition of “Equipment”.

ALPA, Association: Air Line Pilots Association, International.

Annual Vacation Bid: The process contained in Section 11 (VACATIONS AND HOLIDAYS) for Active Pilots to bid their annual Vacation and Holiday Entitlement.

ATPL: Airline Transport Pilot License

Base, Permanent Base, Domicile: A specific airport designated by the Company from which a Pilot or a group of Pilots is permanently assigned to carry out all flying and non-flying duties as provided for in this Agreement.

Bid Period: A scheduling period as defined in Subsection 6-3.01 (MONTHLY SCHEDULING PERIODS).

Block-In: The time at the arrival station, or at the departure station in the case of an airport return, when the parking brake is set and the main cabin door is opened following the aircraft's movement.

Block-Out: The time at the departure station when the parking brake is released for the purpose of aircraft movement.

CAME: Canadian Aviation Medical Examiner

Captain: A Pilot who is in command of the aircraft and its crew members during a Flight Duty Period 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 them to serve as Captain.

CARs: Canadian Aviation Regulations

Chief Pilot: The System Chief Pilot, or their designee, who oversees management functions on behalf of the Pilot group.

CIRB: Canadian Industrial Relations Board

CLC: Canada Labour Code

Company: PAL Airlines Limited.

Competition Number: A sequential number for differentiating various bids as provided in Section 16 (FILING OF POSITIONS).

Data Recorder(s): Any electronic recording and reporting devices of any kind, including but not limited to the Cockpit Voice Recorders, Flight Data Recorders, ACARS, ICAS, FMS, Video Recorders, Quick Access Recorders, SkyTrak, or any other recording device installed on a Company owned or operated aircraft or able to transmit such information to another device.

Date of Hire: The first day of continuous employment as a Pilot with PAL Airlines Limited or Air Borealis Limited Partnership.

Date of Signing: The effective date of this Collective Agreement, which is September 1, 2022.

Day, Calendar Day: A twenty-four (24) hour period from 00:00 local time to 23:59 local time. The plural shall mean consecutive calendar days.

Day Off, DO: A Day on which the Pilot is not scheduled for Duty of any nature.

Deadhead, Deadheading: The positioning of a non-operating Pilot from one location to another at the Company's request. Deadheading is considered Duty.

Dependent: A person who is eligible for coverage under the Company's benefit and travel plans.

DFO: Director of Flight Operations

Displace, Displacement: A reduction or elimination of a Pilot's Rank and/or Equipment at their Permanent Base.

Domicile: See definition of "Base".

Duty, Duty Day, Duty Period: The period beginning when the earliest of the following events occurs and ends once a Pilot completes all required work or assignments for the Company and is released to Rest: (a) the Pilot reports to the location required by the Company to perform any work for the Company including Deadheading, training, Reserve or any other assignment; (b) the

Pilot reports for a flight Segment or, if there is more than one (1) flight Segment during the FDP, reports for the first flight Segment; (c) the Pilot reports for a Deadhead that precedes a flight Segment; and (d) the Pilot completes a Deadhead that occurs after the last operating flight Segment.

Electronic Flight Bag, EFB: A Company-approved and provided electronic tablet type device containing electronic versions of aircraft operating manuals, flight operations manuals, bulletins, memoranda, and other work-related information, including Company policies and manuals, that is issued to a Pilot. It is not a device installed on an aircraft.

Equipment: The type of aircraft utilized by the Company for flight operations (e.g., Dash-8 Q-400).

Equipment Freeze, Freeze: A period during which a Pilot may be restricted from being awarded a Vacancy on a different type of Equipment than presently assigned.

Final Schedule: The Pilot's final schedule after the completion of all flying and other Duty in a Bid Period that is used to determine a Pilot's pay and credit for that Bid Period.

First Officer (F/O): A Pilot who operates as Second in Command of the aircraft and its crew members during a Flight Duty Period 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 them to serve as Second in Command.

FDM: Flight Data Monitoring program

Flight Deck Observer Seat: The seat(s) within the flight deck that is situated behind the Captain's and First Officer's seats.

Flight Duty Period, FDP: The period that begins when the earliest of the following events occurs and ends at engines off or rotors stopped at the end of a flight following the Release Time: (a) the Pilot carries out any Duties assigned by the Company or delegated by the Minister of Transportation before reporting for a flight Segment(s); (b) the Pilot Reports for a flight Segment or, if there is more than one flight Segment during the FDP, Reports for the first flight Segment, and; (c) the Pilot Reports for a Deadhead that precedes a flight Segment. All time that a Reserve Pilot is on standby Duty at an airport or other location specified by the Company counts as part of the FDP. Thirty-three percent (33%) of the time a Reserve Pilot is on a RAP and then Reports for an assignment counts as part of the FDP. Additionally, any Deadhead Segments occurring after the Pilot's last operating flight Segment is not included in the FDP but does count towards the Pilot's Duty Period.

Flight Time: The period using hours and minutes as units of measurement between when an aircraft Blocks-Out for the purpose of a flight Segment and Blocks-In upon completion of a flight Segment.

Full Line: A Pilot's schedule for the Bid Period that meets the requirements of Subsection 5-1.01 (HOURS OF SERVICE, GENERAL) containing any combination of Pairings, Planned Absences and Reserve, as applicable.

Holiday, Statutory Holiday: Those federal and civic holidays provided pursuant to the Canada Labour Code or other local regulation and observed in accordance with this Agreement.

Home Based Training: Any training that does not require a Pilot to physically report to a classroom or facility in conjunction with the Company's or Transport Canada's training curriculum.

IFT: Instrument Flight Training

Immediate Family: This includes a Pilot's spouse, dependent children under the age of 21 or under the age of 25 if enrolled in a post-secondary institution or children over 25 who require constant care because of a physical or mental disability, parents, and parents-in-law.

Layover, Off Duty: The time spent on the ground during which a Pilot is relieved of all Duty associated with the Company usually after a flight Segment at a hotel or other accommodation.

Leg, Segment: See definition of "Segment".

LCP: Line Check Pilot

Line, Schedule: A Pilot's Bid Period schedule award that contains Days Off and any combination of Pairings, Reserve, Vacation, Holidays, Planned Absences, and all other applicable Duty for which credit or Duty is assigned and constructed for a Pilot from their scheduling bid requests.

Management Pilot: Any ATPL licensed Pilot on the PAL Airlines Pilot System Seniority List that holds the titles of President, Vice President, Director, Chief Pilot, Assistant Chief Pilot or Manager.

MEC: The PAL Airlines Master Executive Council of the Air Line Pilots Association, International.

MEC Chair: The PAL Airlines Master Executive Council (MEC) Chair or their designee.

Minimum Duty Period Credit, MDPC: A minimum duty period credit of four (4) hours of pay and credit associated with any Day a Pilot performs or is available for Duty other than on a Day Off, Vacation Day, Holiday Day, or sick Day.

Minimum Monthly Guarantee, MMG: Is the monthly pay guarantee in a credit-based system a Pilot shall receive when available for the entire Bid Period. MMG may be prorated when applicable if a Pilot is unavailable for a portion of the Bid Period.

Month: A complete Calendar Month, commencing as of 00:01 a.m. on the first Day of that Month, and ending as of midnight on the last Day of that Month.

Newfoundland Time (NT): means either Newfoundland Standard Time or Newfoundland Daylight Time, depending on the time of year.

Open Time: Any Pairing(s) or Segment(s) remaining after the close of the monthly schedule bid award process. This also includes any Pairing(s) and Segment(s) that become available during the Bid Period through means such as sick calls, leaves of absence, resignations, Ad Hoc Charters, etc.

Original Schedule: a Pilot's Line and other Duty awarded following the schedule bid and published by the Company in OSC before the start of the applicable Bid Period, which is used, in part, to measure a Pilot's guaranteed pay and credit for that Bid Period.

Overtime Rate: An hourly value of one point five (1.5) that is multiplied by a Pilot's hourly pay rate to determine that Pilot's compensation for overtime purposes.

Overtime Threshold: The credit value of ninety (90) hours after which a Pilot will be paid the Overtime Rate for all credit earned.

Pairing: The activities associated with one or more flight Segments including, layovers and Deadheads, from the Pilot's first Report Time to the last Release Time.

Parties: Refers to both PAL Airlines Limited (the Company) and the Air Line Pilots Association, International (the Association or ALPA).

Permanent Base: See definition of "Base".

Pilot(s): a flight crew member awarded the Rank of Captain or First Officer whose name appears on the Pilot Seniority List. For the purposes of this Agreement, a "Pilot" shall be synonymous with a "flight crew member".

Pilot Seniority List, PSL: the PAL Airlines Pilot System Seniority List.

Planned Absence: An event (including, but not limited to AFR, jury duty, training, or Vacation) that is pre-populated on a Pilot's schedule before the start of the Bid Period schedule bid process.

Position: This consists of three elements: (1) Rank or Status (Captain or First Officer); (2) Equipment type (e.g., Q-400, DHC8); and (3) Permanent Base (e.g., YYT, YUL). An example of a Position is Captain, 1900, YYT.

Position Vacancy(ies), Vacancy: A need for one or more Pilots for either a term position or permanent Position, based on Subsection 16-1.03 (FILLING OF POSITIONS), that is filled in accordance with that Section.

Positioning: See the definition of “Deadheading”.

PPC: Pilot Proficiency Check

Premium Rate: An hourly value of one point five (1.5) that is multiplied by a Pilot’s hourly pay rate to determine that Pilot’s compensation for premium pay purposes.

Qualified: A Pilot who has met the standards required by Transport Canada for Equipment or Rank qualification.

Rank, Status: A Pilot’s classification of either Captain or First Officer.

RAIC: Restricted Area Identification Card

Reassignment: Prior to the original Pairing’s initial Report Time, a change made by the Company to an assignment on a Pilots scheduled working Day to any Segment(s) not originally included or as depicted in that Pilot’s Pairing.

Reduction, Reduced: A decrease in the number of Pilots in Rank on an Equipment type at a Permanent Base.

Reduction Bid: The process provided in Subsection 16-7 (REDUCTION BIDS AND DISPLACEMENTS) for addressing overstaffing in a Permanent Base or when Pilots or Equipment are being removed from a Permanent Base or moved to an existing or new Permanent Base.

Regular Line: A Pilot’s Bid Period schedule award published by the Company containing Pairings, Planned Absences, and Days Off.

Release Time: The time when a Pilot is relieved of Duty for legal Rest.

Report Time: The time when a Pilot reports for Duty at the airport or other pre-determined location to commence their Duty.

Reserve Availability Period, RAP: The period in any Day during which a Pilot on Reserve is available for callout to report for a Flight Duty Period.

Reserve Block: One or more Days during which a Pilot is either available for a Pairing assignment(s) or in a Reserve Availability Period.

Reserve Line: A Pilot’s Bid Period schedule award published by the Company containing Reserve Blocks, Planned Absences, and Days Off.

Rest, Rest Period: The continuous period between two (2) Duty Periods free from all Duty with the Company that meets the requirements provided of this CA and the CARs.

Rotational Pilot: A Pilot holding a rotational Position that is bid on and awarded as per Section 16 (FILLING OF POSITIONS).

Segment, Leg: Any flight or other transportation, including a Deadhead, between two airports (or other locations in the case of a surface Deadhead).

SMS: Safety Management System

Split Duty Period: A Flight Duty Period that has a break in Duty that is less than a required rest period in suitable accommodations subject to the requirements provided by the CARs.

Status: See definition of “Rank”.

Statutory Holiday: See definition of “Holiday”.

TAFB, Time Away From Base: The elapsed time calculated from the Pilot’s initial Report Time at their Permanent Base to the final Release Time at their Permanent Base for each Pairing or other authorized Company business.

TC: Transport Canada

Temporary Assignment: A Pilot Position of six (6) months or less duration that is at a location other than a Permanent Base.

Term Position: A Pilot Position of six (6) to eighteen (18) months duration that is at a Permanent Base.

Training Pilot: A Pilot on the PAL Airlines Pilot System Seniority List designated by the Company to perform ground, simulator, and flight training/checking on other Pilots.

TSB: Transportation Safety Board of Canada

Vacancy(ies): See definition of “Position Vacancy”.

Vacancy Bid: The process for filling Positions as provided for in Section 16 (FILLING OF POSITIONS).

Vacation: A period of consecutive days free from Duty, including Days Off, where a Pilot is not obligated to be available to the Company.

Vacation Accrual: The amount of Vacation pay calculated based on the greater of a Pilot’s gross wages for the period in which the Pilot earned the Vacation (with gross wages having the definition as under the Canada Labour Code) or four (4) hours of pay and credit per Vacation Day.

Vacation Block: A grouping of Vacation Days available for Pilots to bid.

Vacation Day: A Day during which a Pilot is not obligated to be available to the Company and during which a Pilot will receive four (4) hours of pay and credit.

Vacation Entitlement: The number of Vacation Days that a Pilot is entitled to based on their years of service with the Company.

Vacation Year: The period beginning on January 1st of each year and ending on December 31st of that same year.

Wet Lease: Contracting and/or chartering an aircraft and crew to perform flight operations for or on behalf of the Company.

Worked on a Day Off (WDO): An hourly value of one point five (1.5) that is multiplied by a Pilot's hourly pay rate for all credit earned on a Day Off to determine the Pilot's compensation for working on such Day Off.

Year: A complete calendar year of January 1 through December 31.

SECTION 3 COMPENSATION

3-1 HOURLY PAY RATES AND TABLES:

- .01 All new hire Pilots shall start at Level 1 of the applicable Pay Table at Subsection 3-1.07 below unless otherwise agreed to by the Association.
- .02 A First Officer shall progress through the applicable Pay Table at Subsection 3-1.07 below each year on the anniversary date of the Pilot's Date of Hire.
- .03 A First Officer who successfully completes their upgrade Line Check will be placed on the applicable Captain Pay Table by being credited with half the time they served as a First Officer rounded up to the nearest whole number.
- .04 A Captain shall progress through the applicable Pay Table each year on the anniversary date of the Pilot successfully completing their upgrade Line Check. If a Captain is downgraded to a First Officer or a Pilot transitions to a lesser paying Equipment type, the change in their hourly pay rate shall become effective on either the date training is completed or the start date in the new Position, whichever is later.
- .05 A Captain assigned to temporarily serve as a First Officer, in accordance with this Agreement, will continue to be paid at the Captain's hourly pay rate for all pay and credit earned as a First Officer.
- .06 Monthly Transition Pairings: A Pilot who operates a Pairing that transitions from one Bid Period into the next shall be compensated for all credit earned in the applicable Bid Period.

.07 Pay Tables:

Pilots will be compensated for all pay and credit based on the following hourly pay rates:

a. Dash 8 – Q400 Captain:

LEVEL	September 1, 2022	September 1, 2023	September 1, 2024
1	\$92.54	\$94.39	\$96.28
2	\$94.95	\$96.85	\$98.79
3	\$97.36	\$99.31	\$101.30
4	\$99.78	\$101.77	\$103.81
5	\$102.19	\$104.23	\$106.32
6	\$104.60	\$106.69	\$108.83
7	\$107.02	\$109.16	\$111.34
8	\$109.43	\$111.62	\$113.85
9	\$111.85	\$114.09	\$116.37
10	\$114.26	\$116.55	\$118.88
11	\$116.68	\$119.01	\$121.40
12	\$119.10	\$121.48	\$123.91
13	\$121.68	\$124.11	\$126.59
14	\$122.95	\$125.40	\$127.91
15	\$124.21	\$126.70	\$129.23
16	\$125.50	\$128.01	\$130.57

b. Dash 8 – Classic Captain:

LEVEL	September 1, 2022	September 1, 2023	September 1, 2024
1	\$85.32	\$87.02	\$88.76
2	\$87.72	\$89.48	\$91.27
3	\$90.13	\$91.93	\$93.77
4	\$92.54	\$94.39	\$96.28
5	\$94.95	\$96.85	\$98.79
6	\$97.36	\$99.31	\$101.30
7	\$99.78	\$101.77	\$103.81
8	\$102.19	\$104.23	\$106.32
9	\$104.60	\$106.69	\$108.83
10	\$107.02	\$109.16	\$111.34
11	\$109.43	\$111.62	\$113.85
12	\$111.85	\$114.09	\$116.37
13	\$114.26	\$116.55	\$118.88
14	\$116.68	\$119.01	\$121.40
15	\$119.10	\$121.48	\$123.91
16	\$121.68	\$124.11	\$126.59

c. B1900 Captain:

LEVEL	September 1, 2022	September 1, 2023	September 1, 2024
1	\$70.24	\$71.65	\$73.08
2	\$72.59	\$74.04	\$75.52
3	\$74.93	\$76.43	\$77.95
4	\$77.27	\$78.81	\$80.39
5	\$79.61	\$81.20	\$82.83
6	\$81.95	\$83.59	\$85.26
7	\$84.29	\$85.98	\$87.70
8	\$86.64	\$88.37	\$90.14
9	\$88.98	\$90.76	\$92.57
10	\$91.32	\$93.14	\$95.01
11	\$93.66	\$95.53	\$97.44
12	\$96.00	\$97.92	\$99.88
13	\$98.34	\$100.31	\$102.32
14	\$100.68	\$102.70	\$104.75
15	\$103.03	\$105.09	\$107.19

d. Dash 8 Q-400 and Classic First Officer:

LEVEL	September 1, 2022	September 1, 2023	September 1, 2024
1	\$48.94	\$49.92	\$50.92
2	\$51.31	\$52.34	\$53.38
3	\$53.68	\$54.75	\$55.85
4	\$56.05	\$57.17	\$58.31
5	\$58.42	\$59.59	\$60.78
6	\$60.79	\$62.00	\$63.24
7	\$63.16	\$64.42	\$65.71
8	\$65.53	\$66.84	\$68.18
9	\$69.29	\$70.68	\$72.09
10	\$73.27	\$74.73	\$76.23

- e. B1900 First Officer:

LEVEL	September 1, 2022	September 1, 2023	September 1, 2024
1	\$43.31	\$44.17	\$45.06
2	\$45.65	\$46.56	\$47.49
3	\$47.99	\$48.95	\$49.93
4	\$50.33	\$51.34	\$52.36
5	\$52.67	\$53.73	\$54.80
6	\$55.01	\$56.11	\$57.24
7	\$57.35	\$58.50	\$59.67
8	\$59.69	\$60.89	\$62.11
9	\$62.04	\$63.28	\$64.54
10	\$64.77	\$66.06	\$67.38

- .08 The hourly pay rates established in Subsection 3-1.07 above are only for the Equipment types already operated by the Company as of this Agreement's Date of Signing.

3-2 RULES GOVERNING PAY:

- .01 Scheduled or Actual Flight Time:

- a. All Pilots will be paid and credited at the greater of the Minimum Monthly Guarantee (MMG), the credit hours assigned in their Original Schedule or actually completed in their Final Schedule in a Bid Period.
- b. A Pilot's Flight Time, for the purposes of pay and credit, is calculated from the Block-Out time to the Block-In time. The Block-Out time occurs at the departure station when the parking brake is released. The Block-In time occurs at the arrival station, or at the departure station in the case of an airport return, when the parking brake is set and the main cabin door is opened.

- .02 Cancellation Pay: A Pilot who incurs a cancellation of a flight Segment or entire Pairing and who is not reassigned shall be guaranteed the pay and credit value of the entire Flight Segment or Pairing as appropriate except in accordance with 6-14.05 (PAIRING MODIFICATIONS). The guaranteed credit value of a canceled Pairing that transitions into a subsequent Bid Period shall be split and paid based upon the scheduled activities completed in each Bid Period. A Pilot who incurs a cancellation of a flight Segment or entire Pairing and who is reassigned shall be guaranteed the pay and credit value of the cancelled flight or the reassignment, whichever is greater.

- .03 Deadhead Pay: A Pilot shall be paid and credited for each Deadhead as follows:
- a. When a Pilot is required to Deadhead by aircraft, they shall be paid and credited, at fifty percent (50%) of the scheduled or actual Deadhead time, whichever is greater.
 - b. When a Pilot is required to Deadhead by surface transportation (e.g., automobile, van, bus, boat, train, etc.) they shall receive pay and credit, for fifty percent (50%) of the scheduled travel time between destinations. If the scheduled travel time is not published (e.g., train schedule, bus schedule), the time shall be determined by using Google Maps or other agreed upon methodology.
 - c. If a Pilot's only Duty consists of Deadheading, the Pilot shall be paid and credited the greater of the Minimum Duty Period Credit (MDPC) or the greater of the scheduled or actual Deadhead as provided in Subsections 3-2.03.a and 3-2.03.b above.
- .04 Duty Rig: Effective nine (9) months from the signing of this Agreement, a Pilot who operates a Pairing or Deadheads during a Flight Duty Period shall receive a minimum of one (1) hour of pay and credit for each two hours (2:00) of a Flight Duty Period on a prorated basis.
- .05 Equipment Taxi Pay: Taxi-only Segments at the start of or end of a Flight Duty Period shall be built as part of a Pairing. The pay and credit per taxi Segment shall be fifteen (15) minutes.
- .06 Fatigue Pay:
- a. When a Pilot is removed from Duty due to fatigue, they will be pay protected for the pay and credit of their originally assigned Pairing, or portion thereof, provided every effort was made to utilize the time free from Duty to arrive at work fit to fly. This determination will be made once the circumstances of the incident have been reviewed by the Chief Pilot. Should the Chief Pilot deny pay protection, the Pilot may utilize either their sick bank or accrued Vacation to cover the missed work.
 - b. When a Pilot is removed from Duty due to fatigue:
 - i. the Pilot will be required to file a fatigue report in SMS;
 - ii. they will be required to mitigate fatigue through a local night's Rest at a Company provided accommodation at the location where the fatigue was identified while away from the Pilot's Permanent Base, then;

- iii. the Pilot will be assigned Open Flying pursuant to Subsection 6-18 (COMPANY OPEN TIME FLYING), as available, for the remaining length of their previously assigned Pairing.
- .07 Long Layover Credit: A Pilot shall receive four (4) hours of pay and credit for each Calendar Day in a scheduled or actual Pairing that does not contain a Flight Duty Period.
- .08 Minimum Duty Period Credit (MDPC): Unless otherwise provided for in this Agreement, a Pilot shall receive a minimum of four (4) hours of pay and credit for each Calendar Day that contains a Flight Duty Period or other Duty.
- .09 Overtime Pay: A Pilot shall be compensated at one and one-half (1.5) times their hourly pay rate for all credit earned in the Bid Period that exceeds the Overtime Threshold.
- .10 Premium Pay: A Pilot shall be compensated at one and one-half (1.5) times their hourly pay rate as provided for in this Agreement.
- .11 Worked on Day Off (WDO) Pay: A Pilot shall be compensated at one and one-half (1.5) times their hourly pay rate for all credit hours earned in the Bid Period for any Pilot on a Day Off who had such Day Off encroached upon as provided for in this Agreement.
- .12 A Pilot who voluntarily picks up flying on a Day Off or Vacation Day, shall be compensated at one and one half (1.5) times their hourly pay rate for all credit hours earned on that Day Off or Vacation Day.
- .13 Training Pay:
 - a. New Hire Training Pay: A new hire Pilot who is in initial training with the Company shall be paid but not credited the Minimum Monthly Guarantee (MMG) prorated based on their first Day of training. A new hire Pilot who successfully completes initial ground and simulator training mid-Bid Period shall be paid the greater of the MMG or their actual Bid Period credit. If a new hire Pilot experiences an unsuccessful initial training event, any rescheduled Days shall not result in any Overtime or Premium payments.
 - b. Recurrent Training/Checking Pay: A Pilot shall be paid and credited four (4.0) hours for each Day of recurrent training or simulator training/checking. In the event of an unsuccessful recurrent or simulator training event any rescheduled Days shall not result in any Overtime or Premium payments for the unsuccessful Pilot.
 - c. Transition and Upgrade Training Pay: A Pilot who is undergoing transition or upgrade training shall be paid and credited the MMG or their

originally awarded schedule's Bid Period credit, whichever is greater. In the event of an unsuccessful transition or upgrade training event any rescheduled Days shall not result in any Overtime or Premium payments for the unsuccessful Pilot.

- d. Home-Based Training Pay: A Pilot shall be paid and credited one (1) hour for every three (3) hours of Company required Home-Based Training. Course completion time shall not exceed the agreed upon course length. Home-Based Training shall include any training which does not require the Pilot to physically report to a classroom, training facility, or other location.
 - e. Simulator Seat Support Pay: A Pilot shall be paid and credited four (4) hours for each simulator seat support session conducted in a Duty Period inclusive of any briefing times when the Pilot is not undergoing their own training.
- .14 Trip/TAFB Rig: Effective fifteen (15) months from the signing of this Agreement, a Pilot shall receive no less than one (1) hour of pay and credit for each four (4) hours of a Duty Period on a prorated basis. The Trip/TAFB Rig calculation begins at the earliest of the scheduled or actual first report for a Pairing or other assigned Duty and ends at the later of the Pilot's scheduled or actually Release Time at the end of the Pairing or assigned Duty.
- .15 Vacation Pay: A Pilot shall receive four (4) hours of pay and credit for each Vacation Day in a Vacation Block.

3-3 PAY CREDIT SYSTEM:

- .01 A Pilot's compensation for each Bid Period shall be determined by the Company based upon the accumulated number of credit hours multiplied by the Pilot's pay rate found in the Pay Tables in Subsection 3-1.07, as applicable, for each Bid Period.
- .02 Credits for each Bid Period shall be determined as follows:
- a. Per Flight Duty Period: A Pilot shall receive credit hours, equal to the greater of the following, for each Flight Duty Period:
 - i. The actual Flight Time of each flight Segment, plus the applicable Deadhead pay and credit (fifty percent (50%)) of the actual Deadhead time and including the Final Schedule; or
 - ii. The scheduled Flight Time on each flight Segment, plus the applicable Deadhead pay and credit (fifty percent (50%)) of the scheduled Deadhead time and including the Original Schedule; or

- iii. The MDPC of four (4) Credit Hours per Calendar Day that contains either a Flight Duty Period or Duty Period including the Long Layover Credit; or
 - iv. The Duty Rig of one (1) hour of pay and credit for each two (2) hours on a prorated basis of a Flight Duty Period.
- b. Per Pairing: A Pilot shall receive credit hours for any Pairing, equal to the greater of:
 - i. The total Flight Duty Period credits as determined in Subsection 3-3.02.a. above added together for the entire Pairing; or
 - ii. Effective December 1, 2023, a minimum of one (1) hour of pay and credit for every four (4) hours on a prorated basis beginning at the Pilot's initial Report Time and ending at the Pilot's final Release Time for the Pairing or other Duty.
- c. Other Credits: In addition to the credit hours received in Subsections 3-3.02.a and 3-3.02.b. above, a Pilot shall also receive pay and credit as provided for in this Agreement.

3-4 PAY PERIODS, DIRECT DEPOSITS, EARNINGS REPORTS, AND PAYROLL ERRORS:

- .01 Pilots shall be paid on a semi-monthly basis on the fifteenth (15th) and the last day of each month.
- .02 Each Pilot shall have access to an electronic statement of earnings and deductions.
- .03 Payroll Errors:
 - a. Underpayments of three hundred dollars (\$300.00) gross or less will be paid in the next pay period. At the Pilot's request, underpayments greater than three hundred dollars (\$300.00) gross will result in a separate payment being issued within three (3) business Days of the pay discrepancy being confirmed.
 - b. Overpayments less than twenty-five hundred dollars (\$2,500.00) gross shall be recovered in three-hundred-dollar (\$300.00) gross increments per pay period. Where the Pilot is terminated or resigns, the balance of any overpayments shall be deducted from their final payroll deposit.
 - c. For overpayments greater than twenty-five hundred dollars (\$2,500.00) gross, the Company and the Pilot shall meet to discuss an alternate payment plan. If the Company and the Pilot cannot reach a mutually

agreeable payment plan, the Company may implement a repayment schedule of up to four-hundred-dollar (\$400.00) gross increments per pay period.

- .04 If there is a conflict between this Section and another Section of the Agreement, this Section governs.

SECTION 4

MANAGEMENT RIGHTS

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. The Company will exercise its rights in a reasonable manner.

SECTION 5 HOURS OF SERVICE

5-1 GENERAL:

- .01 Each Pilot shall bid a schedule and the Company shall award the schedule between seventy (70) and ninety (90) credit hours in a Bid Period, consistent with other applicable Sections in this Agreement.
- .02 The monthly maximum credits per Pilot shall be as provided in the table below, which may be waived by an individual Pilot during each Bid Period's schedule bid process. In any three (3) Bid Periods in a rolling twelve (12) month period, the Company may flex a Position up to the CARS maximum to account for unexpected Pilot resignations, long-term illnesses or injuries, unexpected business opportunities, or the introduction of new aircraft. The Company shall provide the Association with information substantiating the need to flex for each applicable Bid Period.

Effective Date	Maximum Monthly Credits
First day of Bid Period two Bid Periods after Date of Signing	105
First day of Bid Period six Bid Periods after Date of Signing	100
First day of Bid Period nine Bid Periods after Date of Signing	95

5-2 MINIMUM MONTHLY GUARANTEE (MMG), COMPENSATION AND OVERTIME:

- .01 An Active Pilot employed for a full Bid Period shall be paid a Minimum Monthly Guarantee (MMG) of seventy-eight (78)) credit hours.
- .02 Pilots shall be compensated at the greater of the MMG, the credit hours assigned in their awarded Original Schedule or actually completed in their Final Schedule in a Bid Period.
- .03 Compensation for scheduled or actual activities in excess of ninety (90) credit hours (also referred to as the "Overtime Threshold") shall be paid at the Overtime Rate.

5-3 MAXIMUM DUTY PERIOD:

- .01 The maximum length of a planned scheduled Flight Duty Period shall be as per the CARs, as amended from time to time, but as of the date of this Agreement:

Average Flight Duration	< 0:30	>= 0:30 and < 0:50		>= 0:50		
Start of Flight Duty Period	1 to 11 Flight Segments	1 to 7 Flight Segments	8 to 11 Flight Segments	1 to 4 Flight Segments	5 or 6 Flight Segments	7 or More Flight Segments
24:00 to 03:59	9:00	9:00	9:00	9:00	9:00	9:00
04:00 to 04:49	10:00	10:00	9:00	10:00	9:00	9:00
05:00 to 05:59	11:00	11:00	10:00	11:00	10:00	9:00
06:00 to 06:59	12:00	12:00	11:00	12:00	11:00	10:00
07:00 to 12:59	13:00	13:00	12:00	13:00	12:00	11:00
13:00 to 16:59	12:30	12:30	11:30	12:30	11:30	10:30
17:00 to 21:59	12:00	12:00	11:00	12:00	11:00	10:00
22:00 to 22:59	11:00	11:00	10:00	11:00	10:00	9:00
23:00 to 23:59	10:00	10:00	9:00	10:00	9:00	9:00

Notes: A Pilot shall not be required to operate more than the indicated number of Flight Segments in the table above.

The flight Segment limitations above may be waived by the Scheduling Committee during Pairing construction when specific operations may dictate such adjustment. In no event may a CARs limitation be waived.

- .02 A Duty Period may be extended to seventeen (17) hours due to unforeseen circumstances provided both Pilots agree that it is safe to do so, and the requirements of the CARs are met. Should the decision be made not to extend the Duty Period, the Pilots will not be required to justify their decision any further. An “unforeseen circumstance” will be limited to:
- a. ATC delays;
 - b. Fueling delays;

- c. De-icing delays;
- d. Non-forecast weather;
- e. Mechanical breakdown of the Pilots' assigned aircraft;
- f. Unanticipated delay requested by charter owner; and
- g. Holding for other Company aircraft, provided that the other aircraft's delay is due to any of the above reasons.

5-4 REPORT AND RELEASE TIMES:

- .01 A Duty Period shall commence, and a Pilot is required to report for a Duty Period at the airport prior to the scheduled departure time, in accordance with the following:

	Report Time – Hangar (mins)	Report Time – Terminal (mins)
Pairing Report Time	:60	:45
Report Time for Deadhead	:60	:60

The Report Times in the above chart may be adjusted depending on the Permanent Base in consultation with the Scheduling Committee, but shall be no less than the Report Times in the chart. Any Pilot who does not have sufficient time to prepare the aircraft based on the Report Time above, shall notify Crew Scheduling that there may be a delay to the Pairing's operation.

- .02 A Duty Period shall end, and a Pilot is required to remain on Duty following the flight's actual arrival time, in accordance with the following:

	Release Time – Hangar (minutes)	Release Time – Terminal (minutes)
Pairing Release Time	:30	:15
Release Time from Deadhead	:15	:15

- .03 Any Pilot whose Release Time is greater than that provided in the chart above, shall notify Crew Scheduling so as to adjust the Duty Period to correct for issues regarding pay, Rest and CARs compliance.

5-5 REST:

.01 The minimum planned scheduled and actual Rest Periods shall be:

	Minimum Scheduled Rest Period	Actual Rest Period
At A Permanent Base	Twelve (12) consecutive hours	Eleven (11) consecutive hours with the agreement of the Pilot. If the Company requests and the Pilot agrees, the Company may provide accommodation at or near the airport.
Away from A Permanent Base	Where Duty Period is up to twelve (12) Hours: eleven (11) consecutive hours Where Duty Period is over twelve (12) Hours: a number of consecutive hours equal to the length of the Duty Period.	Eleven (11) consecutive hours to afford the Pilot ten (10) consecutive hours in an accommodation. In situations where minimum Rest is impacted due to circumstances beyond either Parties' control, the Pilot will contact Crew Scheduling immediately upon arrival at the Rest facility to discuss any potential impacts to the following Duty Period.

.02 Unless otherwise provided for in this Agreement, Pilot Rest provisions shall apply before any Pairing, training, Deadheading, or any other Duty assignment.

.03 Except as provided in Subsections 6-10 (NOTIFICATION OF UNEXPECTED DELAY – AT BASE) and 6-11 (NOTIFICATION OF UNEXPECTED DELAY – AWAY FROM BASE), if the Company wishes to advise a Pilot of a schedule change during a Rest Period, the Company shall only do so in a passive manner such as through a text message or email so that the Pilot may receive the message when they wake up. Prior to leaving a Rest facility the Pilot is obligated to review text messages and emails to ascertain if any changes were communicated during the Rest Period.

5-6 DAYS OFF:

- .01 Each Pilot available to work in a full Bid Period shall receive a minimum of twelve (12) Days Off for that Bid period at their Permanent Base.
- .02 Days Off are not subject to change by the Company once awarded.
- .03 When a Pilot is not on Active Status for the entire Bid Period, the Days Off shall be prorated against the actual active days of availability in a Bid Period as found in Appendix A to Section 6 (SCHEDULING).
- .04 The maximum number of consecutive Duty Days, including Reserve Duty, shall not exceed seven (7) Days without the Pilot's consent.

SECTION 6 SCHEDULING

6-1 SCHEDULING REVIEW COMMITTEE:

- .01 The Parties agree to form a Scheduling Review Committee (hereinafter the “SRC”) comprised of a Crew Scheduling representative and one (1) Pilot designated by the Association, to meet no less than quarterly.
- .02 The purpose of the SRC is to work collaboratively with management in addressing Pilot scheduling needs from both a Crew Planning and Crew Scheduling perspective and to resolve any unique problems that may arise with the processing of any of the procedures contained in this Section 6 (SCHEDULING) or Section 7 (RESERVE) for both Bid Period and daily solutions.
- .03 Recommendations and unresolved issues will be decided by the Vice President of Flight Operations in consultation with the MEC Chair.
- .04 The Association member of the SRC shall have access to the software utilized by the Company for Pairing generation, Regular and Reserve Line construction, and fatigue mitigation software in a non-operational environment. The Company will provide, at the request of the Association, two (2) additional Pilots designated by the Association with read-only access to daily Crew Tracking, including the daily Open Time and assignments. The designated Pilots shall be able to run reports showing aggregate information broken down by Pilot that includes, but is not limited to: flight time, Duty time, Days Off, credit values, premium pay, the Open Flying Preference list, etc.

6-2 CREW PLANNING – SCHEDULING:

- .01 Pilots shall be awarded Bid Period schedules using a seniority-based system. Pilots may be scheduled for a combination of only line flying, only Reserve Duty, line flying and Reserve Duty, Pilot-related non-flying activities, training, instruction and/or known Planned Absences.
- .02 The Company will maintain a daily record for each Pilot of all credit accrued during the Bid Period. These records shall be available to each Pilot through a real time web-based system.
- .03 The Company shall not schedule, and the Pilot shall not be required to accept any Pairing scheduled to exceed the limits imposed by this Agreement and the current CARs, as they may be amended from time to time.
- .04 Except as provided elsewhere in this Agreement, once a Bid Period schedule assignment has been published and therefore awarded to a Pilot (known as the

Original Schedule), the credit hours awarded on that Original Schedule shall become the minimum guaranteed for pay purposes regardless of subsequent changes.

- .05 Every Pilot shall maintain one primary, current, telephone number in OCS (Scheduling Software) which the Company shall use to contact Pilots for scheduling purposes.

6-3 MONTHLY SCHEDULING PERIODS:

- .01 There are twelve (12) Bid Periods in a calendar year, each with a specific Day by which Pilots shall submit bids and a specific Day by which the schedule is published, as follows:

Bid Period	Dates	Last Day for Pilots to Submit Bid	Last Day for Schedule to be Published
January	January 1-30	November 30	December 25
February	January 31-March 1 Exception: Leap Years will be January 31–February 29	December 31	January 25
March	March 2-March 31 Exception: Leap Years will be March 1–March 31	January 31	February 25
April	April 1-April 30	February 28	March 25
May	May 1-May 31	March 31	April 25
June	June 1-June 30	April 30	May 25
July	July 1-July 31	May 31	June 25
August	August 1-August 31	June 30	July 25
September	September 1-September 30	July 31	August 25
October	October 1-October 31	August 31	September 25
November	November 1-November 30	September 30	October 25
December	December 1-December 31	October 31	November 25

6-4 SCHEDULE BUILDING:

- .01 For schedule construction purposes, a scheduled-service Pairing shall not exceed four (4) Days and a charter Pairing shall not exceed six (6) Days without the agreement of the Association.
- .02 A Day for purposes of all scheduling and pay reconciliation shall be the time period between 0001 and 2359 in the time zone where the Pairing originates.
- .03 A Pilot shall not be scheduled to operate all or part of two (2) Duty Periods in a single Day.

- .04 If Split Duty Periods are utilized, they will normally be scheduled as a standalone Pairing. The Company may schedule a Pilot for up to three (3) consecutive Duty Periods between 2359-0500 in the time zone where the Pairing originates. If more than one (1) standalone Duty Period is scheduled or flown, a Pilot will be provided with no less than one (1) Day Off after the standalone Duty Period.
- .05 Lines shall be constructed as follows:
 - a. As many Full Lines as possible that contain only Pairings and known Planned Absences including training; then
 - b. As many Full Lines as possible that contain only Reserve Blocks and known Planned Absences including training; then
 - c. As many Full Lines as possible that contain a combination of Pairings, Reserve Blocks, and known Planned Absences including training.

6-5 BIDDING AND PUBLICATION OF SCHEDULES:

- .01 The Company shall use its best efforts to make available to the Pilots in CrewWeb, or another system, at least three (3) Days prior to the close of the bid process, a list of all known flying (including carryover flying from the prior Bid Period), training, Vacation, and Planned Absences and the applicable credits associated with each.
- .02 Pilots shall submit their schedule bid through an electronic process by the date in Subsection 6-3.01 (MONTHLY SCHEDULING PERIODS). Pilots may bid:
 - a. For lines containing only Pairings;
 - b. For lines containing only Reserve Blocks. If a Pilot is within fourteen (14) Days of currency, the Company will assign them as per Subsection 6-18.02.b. (COMPANY OPEN TIME FLYING);
 - c. For lines containing a combination of Pairings and Reserve Blocks;
 - d. Up to twelve (12) Days Off consistent with Pilot availability in accordance with the proration table in Appendix A of this Section;
 - e. For early, midday, and afternoon Report Times;
 - f. Single versus multiple Day Pairings;
 - g. For priority processing of Days Off placement;

- h. For a line as close to the minimum line value or maximum line value as possible; and
 - i. Reserve Availability Period(s) (RAP) as applicable.
- .03 The Company shall process Pilot bids in seniority order by Position and publish electronically each Pilot's schedule for the subsequent Bid Period as per Subsection 6-3.01 (MONTHLY SCHEDULING PERIODS) by 1700 Newfoundland Time (NT).
- .04 Each Pilot's Original Schedule shall include the total scheduled Bid Period credit awarded, Days Off awarded, known Planned Absences, names and telephone numbers of any transportation and accommodation companies for all layovers.
- .05 A Pilot who is on approved medical leave must provide the Company with medical documentation confirming that they are able to return to work prior to being able to submit a bid. If a Pilot receives that documentation after the respective bid closes, the Company shall award the Pilot a schedule based on remaining Open Time.
- .06 If a Pilot does not submit a bid or their bid is late, the Pilot shall be assigned any remaining Open Time and Reserve Blocks.

6-6 TRAINING SCHEDULING:

- .01 Pilots may be scheduled to receive their training at their Permanent Base or elsewhere.
- .02 Prior to a Pilot being required to submit their Bid Period schedule, the Pilot's training dates, including travel, will be published in OCS.
- .03 For recurrent and upgrade training, a Pilot will receive four (4) credit hours for each Duty Period of simulator and ground training at their Permanent Base or elsewhere. In the case of training away from the Pilot's Permanent Base, the Pilot shall receive four (4) credit hours for each standalone travel Day associated with the training.
- .04 A Pilot shall not be scheduled for more than eight (8) hours of classroom instruction or familiarization training, excluding breaks and meal periods per Day, unless mutually agreed upon.
- .05 Duty Periods for simulator or aircraft training may contain required briefings. These briefings shall not exceed a total of three (3) hours for initial or recurrent training and shall not include any other non-simulator or aircraft training.
- .06 When simulator events are conducted over multiple Days, a Pilot will receive sixteen (16) hours of Rest between simulator events.

- .07 Simulator training or checking events scheduled between 01:00 and 04:30 local time excluding briefings away from the Pilot's Permanent Base will also be subject to the following:
- a. If a Pilot Deadheads to the simulator event location, the Pilot shall be scheduled for twenty-four (24) hours free from Duty prior to the Deadhead.
 - b. A Pilot who Deadheads on the same Day as and prior to a simulator training event shall receive a maximum scheduled Duty Period of no greater than ten (10) hours.
 - c. Following the completion of a simulator event on the final training Day, the Pilot shall be granted the minimum amount of Rest as per Subsection 5-5.01 (REST) prior to a Deadhead back to their Permanent Base. A Pilot may waive this Rest for the purposes of Deadheading back to the Pilot's Permanent Base.
 - d. Upon arrival of the Deadhead at the Pilot's Permanent Base, a Pilot will be scheduled for twenty-four (24) hours free from Duty.
- .08 For a simulator event at the Pilot's Permanent Base that is scheduled between 01:00 and 04:30 local time excluding briefings:
- a. The Pilot will not have any flying for the Day prior to the simulator time indicated above; and
 - b. Following the completion of the simulator event on the final training Day, the Pilot shall not be scheduled for any assignments until the next Day.
- .09 If it becomes necessary for the Company to delay or cancel awarded simulator or aircraft training events, the Pilot may be assigned to a substitute Pairing that is mutually agreed upon by the Pilot and Crew Scheduling, if available, or Reserve if no substitute Pairings are available.
- .10 In accordance with Section 9 (TRAINING), if it becomes necessary to schedule an additional training event due to the Pilot not satisfactorily completing the training program or due to a failed Pilot proficiency check, such training may be conducted on a Day Off. Pilots will be credited at their regular hourly pay rate for this event, and the Day Off shall not be restored.
- .11 If a Pilot satisfactorily completes the training program but is required to participate in an additional training event on a Day Off due to their partner not completing the program, that Pilot shall be paid and credited the greater of the credit for that Day or four (4) hours at the WDO rate.

- .12 If due to unforeseen circumstances, a Pilot is assigned any training, with the exception of Home Based Training, on a Day Off, they shall be paid and credited the greater of the credit for that Day or four (4) hours at the WDO rate.
- .13 Except as provided in Subsections 6-6.10 and 6-6.11, Deadheading to or from the training location and to or from the Pilot's Permanent Base shall be the only additional Duty required of a Pilot during a training Duty Day.

6-7 ERRORS IN SCHEDULING:

- .01 It is the responsibility of any Pilot who believes they have been scheduled incorrectly to bring the error to the attention of Crew Scheduling via email within forty-eight (48) hours of the Bid Period schedule award. Schedule awards generated in error outside the agreed-upon scheduling rules shall be reviewed and corrected by the Company.
- .02 If an error is discovered in a Pilot's schedule once the Bid Period has commenced, the party who discovers the error shall notify the other as soon as possible and both parties shall collaborate to resolve the error.

6-8 PILOT MEETINGS AND NON-FLYING DUTY:

- .01 The provisions of this Subsection 6-8 shall apply only to those meetings and activities that are not governed elsewhere in this Agreement.
- .02 A Pilot who attends a mandatory Pilot meeting called by the Company on a Day Off shall be paid and credited four (4) hours for that Day. When a Pilot attends a mandatory Pilot meeting on a Day involving scheduled Duty, the Pilot shall have their Duty Period extended to cover the duration of the meeting and shall receive full pay and credit for the extended Duty Period.
- .03 A Pilot may voluntarily attend a mandatory Pilot meeting while on an approved Leave of Absence or Vacation, but shall not receive additional compensation.
- .04 If a Pilot is required to travel to attend a mandatory Pilot meeting that requires in person attendance, they shall be entitled to positive space travel between the closest meeting location and the Pilot's Permanent Base or other mutually agreed upon location.
- .05 Pilots shall not be assigned other non-flying Duty, unless otherwise specified within this Agreement.

6-9 CHECK-IN FOR DUTY:

- .01 Each Pilot is required to check-in electronically for the first Day of a Pairing no earlier than twenty-four (24) hours and no later than twelve (12) hours prior to the Pairing's Report Time. If a Pilot is Deadheading or operating a flight that overlaps with the check-in deadline, the Pilot must check-in with Crew Scheduling upon their arrival at their Permanent Base.
- .02 When a Pilot is not checked in as required by Subsection 6-9.01 above, Crew Scheduling shall assume that the Pilot is unavailable for Duty and shall replace the Pilot. The Pilot's credit hours shall be reduced by the value of the Pairing removed. The Pilot shall be released from any and all Duties or the Company may invoke the provisions of Subsection 6-14.03 (PAIRING MODIFICATIONS).

6-10 NOTIFICATION OF UNEXPECTED DELAY – AT BASE:

- .01 The Company will notify the Pilot by telephone or text message when a delay of over one (1) hour becomes known before Report Time while a Pilot is at their Permanent Base.
- .02 Crew Scheduling shall reset the Pilot's Report Time according to the delay following notification to the Pilot. This notification should be made by the Company a minimum of one hour and fifteen minutes (1:15) prior to the originally scheduled Report Time. If the notification is not made one hour and fifteen minutes (1:15) before the scheduled Report Time and the Pilot has left their Rest facility, the Duty Day will start at the originally scheduled Report Time.

6-11 NOTIFICATION OF UNEXPECTED DELAY – AWAY FROM BASE:

If a flight delay greater than one (1) hour becomes known during a Pilot's Rest Period, the Company shall notify the Pilot to reset the Pilot's Report Time according to the delay. Notification shall be made no earlier than two (2) hours before the scheduled Report Time.

6-12 UNABLE TO REPORT FOR DUTY:

When a Pilot is unable to report for any Duty, including Reserve, they shall notify Crew Scheduling with as much notice as possible and indicate the general reason for the absence. A Pilot who is scheduled for Reserve who is awoken by an assignment may advise Crew Scheduling that they are unfit for Duty at the time of the assignment or shortly thereafter.

6-13 RETURN TO DUTY:

- .01 When a Pilot has been awarded a schedule but misses all or a portion of a Pairing as a result of an absence, the Company may at its discretion assign the Pilot to one of the following:
 - a. An assignment with a Pairing Report Time up to three (3) hours earlier than that of the originally scheduled Pairing, and a Pairing Release Time on the final Day not to exceed three (3) hours past the originally scheduled Pairing Release Time unless mutually agreed upon between the Pilot and Crew Scheduling; or
 - b. Reserve.
- .02 When a Pilot returns from an absence and does not have a Bid Period schedule, the Company shall assign the Pilot a schedule. The Company will endeavor to consult with the Pilot prior to assigning the schedule. However, the final schedule shall be built at the sole discretion of the Company and may include all Reserve Duty. If the Pilot is unavailable for the full Bid Period, they shall receive a prorated MMG and receive Days Off as provided for in the Proration Table located in Appendix A to this Section.

6-14 PAIRING MODIFICATIONS:

- .01 With the exception of Ad Hoc Charters, the Company may modify a Pilot's schedule when deemed operationally required provided the Pilot is paid for the originally awarded Pairing that was removed or modified, or the actual Pairing completed, whichever is greater.
- .02 The Company will notify the Pilot via text message or email as soon as possible regarding all Pairing modifications.
- .03 The following shall occur if a Pairing modification is initiated by the Company:
 - a. An attempt will be made to reposition the Pilot back onto their originally awarded Pairing or any part thereof if operationally feasible; or
 - b. An alternate assignment may be provided with a Pairing Report Time up to three (3) hours earlier than that of the Pilot's originally awarded Pairing, and a Pairing Release Time on the final Day not to exceed three (3) hours past the originally awarded Pairing Release Time, unless mutually agreed upon between the Pilot and Crew Scheduling; or
 - c. The Pilot will be placed on Reserve; or

- d. The Pilot may be released and pay protected for the value of the originally awarded Pairing.
 - e. Should Crew Scheduling require the Pilot to operate a Pairing from another Permanent Base, the Company shall be responsible for Deadheading the Pilot to that Permanent Base and providing per diems and accommodations while at that other Permanent Base.
- .04 When a Pilot's schedule is modified due to an Ad Hoc Charter client's cancellation of the Segment(s) more than twenty-four (24) hours before the Report Time, the following shall occur and the Pilot shall be paid the amounts of the alternate assignment, if any:
- a. An attempt will be made to reposition the Pilot back onto their originally awarded Pairing or any part thereof if operationally feasible; or
 - b. An alternate assignment may be provided with a Pairing Report Time up three (3) hours earlier than that of the Pilot's originally awarded Pairing, and a Pairing Release Time on the final Day not to exceed three (3) hours past the originally awarded Pairing Release Time, unless mutually agreed upon between the Pilot and Crew Scheduling; or
 - c. The Pilot will be returned to Reserve if previously assigned Reserve; or
 - d. If the Pilot's original Pairing was modified such that the Pilot was assigned to an Ad Hoc Charter, they may be released and paid for the previously awarded Pairing value.
 - e. Should Crew Scheduling require the Pilot to operate a Pairing from another Permanent Base, the Company shall be responsible for Deadheading the Pilot to that Permanent Base and providing per diems and accommodations while at that other Permanent Base.
 - f. If the Pilot is assigned an Ad Hoc Charter from the Open Flying Preference list on Days Off, such Pilot shall be released and not receive additional compensation.
- .05 When a Pilot's schedule is revised due to an Ad Hoc Charter client's cancellation of the Segment(s) with less than twenty-four (24) hours before the Report Time, the Pilot shall be paid fifty percent (50%) of the value of the originally awarded Pairing, or four (4) hours per Duty Period, whichever is greater, and the Pilot will be released from any obligation for the duration of that Pairing.

6-15 PAIRING EXTENSION:

- .01 The maximum extension to a Pilot's Duty Period will be up to three (3) hours, unless waived by the Pilot.
- .02 On a single Day Pairing, a Pilot who agrees to extend their Duty Period beyond three (3) hours shall receive the Premium Rate for all Duty beyond those three (3) hours following the Duty Period's original Release Time.
- .03 On the initial Days of a multi-Day Pairing, the Company may extend a Pilot's Duty Period by more than three (3) hours and the Pilot shall be paid at their regular rate. On the last Day of a multi-Day Pairing, the Company may extend a Pilot's Duty Period following the original Release Time and the Pilot shall be paid the Premium Rate for all Duty beyond the original Release Time.

6-16 ENCROACHMENT INTO A DAY OFF:

- .01 The Company shall make all reasonable efforts to avoid extending a Pilot into a Day Off. If due to unforeseen circumstances affecting that particular flight crew or aircraft, a Pilot is required to work into a Day Off, they shall be paid for all work performed on the Day Off at the WDO Rate.
- .02 Where the encroachment is three (3) or more hours, in addition to the pay in Subsection 6-16.01 above, the Pilot's Day Off shall be restored within the next two (2) Bid Periods. In no case will a Pilot's Days Off be encroached upon more than six (6) Days per year unless agreed upon by the Pilot.
- .03 When a Pilot is extended into a Day Off and away from their Permanent Base, the Company shall make all reasonable attempts to return the Pilot to their Permanent Base at the first available opportunity. Upon return to the Pilot's Permanent Base, the Pilot shall be released from Duty and not subject to an additional assignment.

6-17 OPEN FLYING PREFERENCE:

- .01 Crew Scheduling shall maintain an Open Flying Preference (OFP) list for each Bid Period of Pilots willing to accept an assignment on selected Days Off, Holidays, and Vacation Days. Pilots interested in being placed on the list will identify their interest in the Bid Period schedule bid through CrewWeb. A Pilot may withdraw their name at any time prior to an assignment by removing their name on CrewWeb.
- .02 When Crew Scheduling assigns Open Time, they shall use the OFP list and call the Pilots on the list in seniority order. A Pilot interested in accepting the assignment shall have fifteen (15) minutes to respond otherwise Crew Scheduling will contact the next name on the list. If no Pilots accept the assignment, then Crew Scheduling may distribute an electronic message to all available Pilots

seeking volunteers. A Pilot is under no obligation to accept an assignment, if called.

6-18 COMPANY OPEN TIME FLYING:

- .01 Open Time is flying that becomes available after the Bid Period scheduling award has been released but does not include extensions. Posted Open Time is Open Time that is released by the Company and is assigned or awarded in accordance with this Agreement. Crew Scheduling shall have the option to post the Open Time at the Pairing's regular rate or Premium Rate.
- .02 Open Time flying that becomes available more than six (6) hours ahead of the Report Time, shall be assigned by Crew Scheduling using the following ordered priority:
 - a. Pilots subject to Pairing modification as provided in Subsection 6-14 (PAIRING MODIFICATIONS); then
 - b. Pilots on Reserve needing currency; then
 - c. Pilots on the OFP list; then
 - d. Reserve Pilots with lines containing a combination of Pairings and Reserve Blocks; then
 - e. Reserve Pilots with lines containing only Reserve Blocks; then
 - f. Management Pilots.
- .03 Open Time flying that becomes available less than six (6) hours in advance of the Report Time, shall be assigned by Crew Scheduling using the following ordered priority:
 - a. Pilots subject to Pairing Reassignment as provided in Subsection 6-14 (PAIRING MODIFICATIONS); then
 - b. Any Reserve Pilot regardless of line type; then
 - c. Management Pilots prior to extending a Pilot into a Day Off; then
 - d. Pilots on the OFP list; then
 - e. Management Pilots.

6-19 PILOT-TO-PILOT PAIRING TRADES:

- .01 Pilots may trade Pairings or portions thereof with Crew Scheduling's approval. Pilots wishing to make such trades shall forward their request to Crew Scheduling at least forty-eight (48) hours prior to the desired trade with the dates, names, and approval of the relevant parties. Crew Scheduling shall acknowledge receipt of the trade request and either grant or deny the request, which will not be unreasonably withheld.
- .02 Pairing trades shall meet the following conditions:
 - a. Pilots must hold the same Positions; and
 - b. The trade must be legal under the CARs and this Agreement; and
 - c. Pairing trades cannot result in additional Deadheading or overtime beyond that in the original Pairing; and
 - d. If the Pairing trade is approved by Crew Scheduling, the Pilot who has accepted the Pairing trade shall be subject to all the provisions in this Agreement as if they were originally scheduled to operate the Pairing.

6-20 REMOVAL FROM PAIRING:

- .01 A Pairing removal occurs when a Pilot is removed from their awarded or assigned Pairing for any of the following reasons:
 - a. For the purpose of completing another Pilot's required training events; or
 - b. Where the Pairing of two (2) Pilots (one (1) Captain and one (1) First Officer) is prohibited because of minimum experience requirements between the Captain and First Officer being paired together or other CARs prohibition; or
 - c. For Management flying purposes as described in Subsection 25-2 (MANAGEMENT PILOT MONTHLY FLYING AND DISPLACEMENTS).
- .02 The Company will provide as much advance notice of a Pairing removal as reasonably possible. The Pilot being removed will be credited with the greater of the scheduled Pairing(s) or the Pairing(s) to which they are reassigned. The Pilot being removed will be reassigned in the following manner:
 - a. Any Pilot who is notified that they are removed from a Pairing, prior to their Report Time shall, at the time they are notified of the Removal:

- i. Be given a reassignment with a Pairing(s) Report Time no earlier than that of the Pilot's originally awarded or assigned Pairing(s) and with a Pairing(s) Release Time no later than that of the Pilot's originally awarded or assigned Pairing(s) unless mutually agreed to between the Pilot and the Company; or
 - ii. Be placed on Reserve as per Section 7 (RESERVE). Such Pilot's RAP shall be equivalent to that of the Pilot's originally awarded or assigned Pairing inclusive of Report and Release Times; or
 - iii. Be released from the assignment.
- b. Any Pilot who is notified that they are removed from a Pairing after their Report Time shall at the time of notification:
 - i. Be given a reassigned Pairing with a Release Time no later than that of the Pilot's originally awarded or assigned Pairing unless mutually agreed to between the Pilot and the Company; or
 - ii. Be provided accommodations (if away from the Pilot's Permanent Base) until such time as the Pilot is able to continue on a reassigned Pairing; or
 - iii. within ninety (90) minutes be automatically released for the remainder of the Pairing.
 - iv. By mutual agreement between the Pilot and the Company, the Pilot may be asked and remain at the airport for an additional ninety (90) minutes for a total of three (3) hours while awaiting reassignment.

**APPENDIX A
PRORATION TABLE**

DAYS OF ABSENCE	PRORATED WORK DAYS	PRORATED DAYS OFF	MMG TARGET HOURS
0	18	12	78.00
1	17	12	75.40
2	17	11	72.80
3	16	11	70.20
4	16	10	67.60
5	15	10	65.00
6	14	10	62.40
7	14	9	59.80
8	13	9	57.20
9	13	8	54.60
10	12	8	52.00
11	11	8	49.40
12	11	7	46.80
13	10	7	44.20
14	10	6	41.60
15	9	6	39.00
16	8	6	36.40
17	8	5	33.80
18	7	5	31.20
19	7	4	28.60
20	6	4	26.00
21	5	4	23.40
22	5	3	20.80
23	4	3	18.20
24	4	2	15.60
25	3	2	13.00
26	2	2	10.40
27	2	1	7.80
28	1	1	5.20
29	1	0	2.60
30	0	0	0.00
31	0	0	0.00

SECTION 7 RESERVE

7-1 RESERVE PLANNING AND SCHEDULING:

- .01 Unless otherwise provided for in this Section 7, all provisions contained in Sections 5 (HOURS OF SERVICE) and 6 (SCHEDULING) shall also apply to a Reserve Pilot.
 - .02 If the Company uses Reserve-only lines, it shall publish the anticipated number of Reserve-only lines for each Position before the monthly bidding process commences.
 - .03 The Company may utilize up to three (3) Reserve Availability Periods (RAPs) in a Bid Period in each Permanent Base provided such notice is communicated before the monthly scheduling bid opens:
 - a. RAP 1 may have a callout window from 03:00L to 15:00L or 04:00 to 16:00L;
 - b. RAP 2 may have a callout window from 10:00L to 22:00L or 06:00 to 18:00L;
 - c. RAP 3 may have a callout window from 18:00L to 03:00L or 10:00 to 22:00L; or
 - d. RAP 4 may have a callout window from 05:00L to 17:00L.
- Different Permanent Bases may have a different combination of RAPs and start times consistent with Subsection 7-1.03 above.
- .04 A Pilot may be required to enter their RAP later than the published RAP starting time due to Rest requirements. In such instances, the Pilots' RAP period will end at the originally published RAP end time.
 - .05 The Company will staff its Reserve coverage in accordance with this Agreement. A Reserve Pilot may only complete RAPs at their Permanent Base except in accordance with this provision. Once the month has begun and the Company finds itself without sufficient Reserve coverage for one or more Reserve Blocks, the Company may assign a Reserve Pilot to a RAP at another Permanent Base, provided that the Pilot is Deadheaded to and from the Permanent Base of coverage, and per diems and accommodations are paid for while at that other Permanent Base on Reserve. At the end of the Reserve Block(s) or the completion of the assigned Pairing, whichever is later, they shall be returned to their Permanent Base as soon as possible.

- .06 A Pilot holding a Reserve-only line will be scheduled with Reserve Blocks of between two (2) to six (6) Reserve Days. Such Reserve Pilots shall have at least two (2) Days Off following any Reserve Block.
- .07 A Pilot holding a Reserve-only line shall receive a Minimum Monthly Guarantee (MMG) of seventy-eight (78) credit hours. Any credit hours above the Overtime Threshold shall be paid at the Overtime Rate. A Reserve Pilot who accepts Duty on a Day Off shall have all credits earned on the Day Off applied above their MMG.
- .08 Due to a Rest requirement, a Reserve Pilot may enter their assigned RAP later than the published start time, which will end at their assigned RAP end time as published per Subsection 7-1.03 above.
- .09 The Company may upon operational needs, with forty-eight (48) hours notification, change a Reserve Pilot's awarded RAP to another published RAP.
- .10 Reserve Pilots awarded a RAP shall maintain that RAP for the entire Reserve Block. For example, if a Pilot has a Reserve Block of June 10-14 and Crew Scheduling assigns that Pilot RAP 1, that will stay the Pilot's RAP for June 10-14. The Pilot's next Reserve Block may be a different RAP.
- .11 Reserve Pilots may trade Reserve Blocks in accordance with Subsection 6-19 (PILOT-TO-PILOT PAIRING TRADES).

7-2 RESERVE DUTY PERIOD LIMITATIONS:

- .01 A Pilot completing one RAP shall receive a minimum of twelve (12) consecutive hours of Rest before starting another RAP.
- .02 A Reserve Pilot must accept an assignment with a Report Time that commences at the start of, or during, the Pilot's RAP, subject to Rest limitations. A Reserve Pilot may accept an assignment with a Report Time prior to the start of a RAP, provided the Pilot has received legal Rest and under such circumstances the Duty Period shall begin at the Pairing's Report Time.
- .03 The total time from the start of a Pilot's RAP until the Pilot is released from any assigned Flight Duty shall not exceed eighteen (18) hours. For example, a Pilot commencing a RAP at 05:00 NT and who begins Flight Duty at 19:00 NT must be released from Flight Duty no later than 23:00 NT.
- .04 The first Day of a Pairing assigned to a Reserve Pilot shall be no more than sixteen (16) hours from the beginning of the RAP until release. After the first Day of a Pairing, the Duty Limits provided in Subsection 7-2.03 above shall apply, except that the Duty Period may be extended by up to one (1) additional hour for the sole purpose of returning the Pilot back to their Permanent Base.

- .05 A Reserve Pilot who has not been assigned flying on the last Day of a RAP before a Day Off may request Crew Scheduling to release them from the remainder of their RAP beginning three (3) hours prior to the end of the RAP. Crew Scheduling may release Pilots from their RAPs at any time and there shall be no deduction of pay and credit.

7-3 RESERVE PILOT CALL-OUT:

- .01 A Reserve Pilot is responsible for being available for call-out at their Permanent Base or such location as may be mutually agreed upon between the Pilot and Crew Scheduling. Except as provided in Subsection 7-4.02 below, a Reserve Pilot shall not be required to perform airport standby Reserve.
- .02 Crew Scheduling shall make positive contact with a Reserve Pilot when assigning a Pairing with a Report Time of less than fourteen (14) hours.
- .03 A Pilot shall be provided a call-out period of not less than ninety (90) minutes notice to report for a Reserve assignment.
- .04 Subject to Subsection 6-2.05 (CREW PLANNING – SCHEDULING), if a call is missed for any reason, the Pilot shall call Crew Scheduling back within fifteen (15) minutes of the first call. If the Pilot does not return the call within fifteen (15) minutes, Crew Scheduling shall make one more attempt to contact that Reserve Pilot before assigning the Pairing to another Pilot. The Pilot's pay and credit shall be reduced by four (4) hours as a result of being unavailable, and the Pilot shall be released from any and all Duties for that Day.

7-4 RESERVE ASSIGNMENTS:

- .01 Reserve Pilots shall be offered Pairings in seniority order. If more than one Pilot is available to complete the Pairing, the senior Pilot shall have the option to pass to the more junior Pilot. The most senior Pilot(s) will not have the option to pass on an assignment within two hours and thirty minutes (2:30) of Report Time.
- .02 A Reserve Pilot who has reported and who is removed from their assigned Pairing prior to the first flight Segment shall be required to remain available at the airport for up to one (1) hour after the original check-in for a possible reassignment. If there is no reassignment within the one (1) hour period, the Pilot shall be released from Duty and credited for that Day.
- .03 Unless expressly provided in this Section 7, all provisions within Section 5 (HOURS OF SERVICE) and Section 6 (SCHEDULING) shall apply to the Reserve Pilot once assigned a Pairing. However, a Reserve Pilot may be assigned additional Duty up to a maximum of four (4) scheduled Reserve Days or the remainder of their originally awarded Reserve Day Blocks, whichever is less.

- .04 Unless Crew Scheduling makes positive contact with a Reserve Pilot prior to the Release Time of their Pairing, the Pilot will be released to Rest upon returning to the Pilot's Permanent Base.

7-5 RESERVE CREDIT:

A Pilot on Reserve shall receive pay and credit based on the greater of their scheduled or actual Flight Time or the MDPC.

SECTION 8 DEADHEADING

8-1 GENERAL:

- .01 The Company will provide confirmed travel arrangements to and from the Pilot's Permanent Base and for all Company business.
- .02 If confirmed travel arrangements are unavailable, the Company will make reasonable efforts to arrange suitable alternate travel.
- .03 When a Pilot is Deadheading, the Company will not assign a middle seat when there are other economy class options available.
- .04 Pilots will not be required to Deadhead on a Flight Deck Observer Seat unless the Pilot agrees.
- .05 Any general concerns regarding carriers used for Deadheading shall be raised by the Association to the Chief Pilot and resolved accordingly.
- .06 If there is a safety concern with a carrier used for Deadheading, the Deadhead assignment shall not proceed and the Pilot will immediately submit a SMS report to Flight Operations with a copy to the Association that details the concern(s). The Association and the Company shall conduct a joint review of the safety concern.
- .07 Where possible, the Company will Deadhead Pilots on an alternate carrier where flight time including layovers exceeds six (6) hours. Pilots may Deadhead on Company Equipment where the total travel time is up to two (2) hours longer than another carrier's shortest or most direct route.
- .08 A Pilot Deadheading shall wear proper attire in accordance with the Company Dress Code Policy.
- .09 If a Pilot's checked bag is lost, the Pilot may submit a claim through the carrier's claim policy. In addition, on presentation of a receipt, the Company shall reimburse the Pilot for reasonable immediate essential supplies not to exceed one hundred dollars (\$100.00).
- .10 The total Duty Day containing only Deadheading shall be no greater than fourteen (14) consecutive hours unless agreed upon.
- .11 A Pilot who is scheduled to Deadhead to their Permanent Base may choose to make alternate travel arrangements to return earlier or later, on their own accord and at their own cost, but must first notify Crew Scheduling. If a Pilot fails to notify Crew Scheduling that they are making their own alternate arrangements,

they shall be responsible for any cancellation, change, or no-show fees charged to the Company by the carrier.

- .12 If a pre-scheduled Deadhead flight is cancelled, a Pilot who is Deadheading back to their Permanent Base will still receive pay and credit for that flight and the Company will rebook and confirm the Pilot's travel arrangements. This may result in a delay to the Pilot's next operating flight if additional Rest is required.
- .13 If a pre-scheduled Deadhead flight is cancelled, a Pilot who is leaving their Permanent Base shall not receive pay and credit. The Pilot shall be subject to reassignment.

SECTION 9 TRAINING

9-1 GENERAL:

- .01 The development and monitoring of Pilot proficiency standards and the quality of training are the responsibility of the Company. The Company will publish the training guidelines applicable to Pilots for each Equipment type and Status in a location readily accessible to all Pilots and the Association. If these guidelines are amended or replaced, the Company will notify the Association and publish the new guidelines as soon as practicable.
- .02 Pilot Proficiency Check (PPC) standards are the standards as laid out in the Pilot Proficiency Check and Aircraft Type Rating Flight Test Guide (known as TP14727). PPCs and line checks will be administered in accordance with the Approved Check Pilot Manual (known as TP6533).
- .03 Training shall be conducted as per the Company's Pilot Training Manual and Company training standards.
- .04 Training includes, but is not limited to, initial and recurrent ground school, simulator and flight training. Home Based Training is any training required of a Pilot which does not require them to physically report to a classroom or facility.
- .05 With the exception of initial training and Captain upgrade training, simulator crewing will normally be completed with a crew combination of one (1) Captain and one (1) First Officer. The Company may deviate from this at its discretion, crewing a simulator with a combination of either a Captain/Captain or a First Officer/First Officer.
- .06 The Company shall schedule all training and checking events as part of the Pilot's monthly schedule. In extenuating circumstances, the Company may schedule training and checking events after the monthly schedule has been published by providing a minimum of forty-eight (48) hours' advance notice for simulator training and twenty-four (24) hours' notice for all other training events. In instances where less than the required notice is provided, training and checking events may proceed with the Pilot's consent. If additional training is required in order to complete a PPC or line check, the Company shall endeavor to give as much notice as possible to the Pilot.
- .07 Upon request by the Pilot, the Company shall provide a Pilot with a copy of any training-related report as soon as is reasonably practicable after a training or checking event.

- .08 Except as provided in Subsection 31-8 (NEW EQUIPMENT TYPES), check events shall only be conducted by an Approved Check Pilot or Line Check Pilot on the PAL Airlines Pilot System Seniority List or as agreed upon by the Parties.
- .09 Images or audio from any simulator or training device may be recorded or transmitted as a tool for the debriefing of training and for no other purpose unless with the consent of the Pilots involved.
- .10 Except for Training Captains/Check Pilots, a Pilot shall not be required to operate their previously assigned Equipment type once they have commenced simulator training on their newly assigned Equipment type, except as provided in Subsection 9-1.11 below.
- .11 For operational reasons, the Company may delay the Pilot's move to their newly assigned Equipment type for up to two (2) Bid Periods after completion of training. Under such circumstances, the following applies:
 - a. Where a period of greater than sixty (60) Days has elapsed since the Pilot last operated their previously assigned Equipment type, additional training on their previously assigned Equipment type may be provided if requested by the Pilot.
 - b. If additional training on their previously assigned Equipment type is not provided when requested, a Pilot shall not be required to operate their previously assigned Equipment type.
 - c. The Pilot will receive no less than the Minimum Monthly Guarantee (MMG) at the highest applicable rate between the two Equipment types, until they begin operating their newly assigned Equipment type.
- .12 All training files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for their examination as soon as practicable in the presence of a member of the Training Department.
- .13 The Company will provide applicable route experience training to Captains required to operate into unfamiliar destinations with special requirements. A list of these destinations will be maintained in the Company route manual. Captains without the applicable route experience training will not be required to operate into these destinations.

9-2 FAILURE TO QUALIFY - INITIAL AND RECURRENT TRAINING:

- .01 A Pilot who fails to demonstrate the required proficiency at any stage of training, including ground school, PPC, LOFT, line indoctrination, line check, or the PPC itself shall be subject to the following:
- a. In the case of failure to achieve a recommendation for a PPC or failure of the PPC itself, they shall be given reasonable additional training in the sequence that the required proficiency was not demonstrated followed by the appropriate PPC;
 - b. In the case that a Pilot does not successfully complete a LOFT training event, the Pilot shall be given reasonable additional training in order to complete the LOFT training event;
 - c. The Pilot shall have the option of having any additional simulator training conducted by a different qualified simulator instructor;
 - d. The Company shall endeavour to schedule the second attempt at PPC or LOFT within two (2) weeks following the initial failure; and
 - e. A Pilot who fails to demonstrate the required proficiency on a PPC, LOFT, line indoctrination, line check or the PPC itself, and is rescheduled on a Day Off, shall be paid training pay as per Section 3-2.13 (RULES GOVERNING PAY) but the Day Off shall not be restored.
- .02 If a Pilot undergoing initial or recurrent training fails to qualify in any part of simulator or flight training, reasonable additional training shall be provided to gain or regain competency in that part of training. Should the Pilot fail to achieve a successful ride in the simulator or flight test, the Chief Pilot shall review the case and may proceed to dismiss the Pilot from employment.
- .03 A Pilot who fails to qualify for initial training or recurrent training under this Subsection 9-2 shall continue to receive no less than their MMG.

9-3 FAILURE TO QUALIFY – UPGRADE:

- .01 A Pilot who fails to demonstrate the required proficiency at any stage of upgrade training, including ground school, a PPC, line indoctrination, line check, or the PPC itself shall be subject to the following:
- a. They shall have the option of returning to their former Position after requalifying as a First Officer; or

- b. They may elect to receive additional training in areas graded as unsatisfactory and a second check ride. These will be scheduled by the Company in consultation with the Pilot and the Association.
 - c. Should the Pilot elect to receive additional training and a second check ride, and fail, their case shall be reviewed by the Company in consultation with the Association and the Pilot shall be advised in writing within thirty (30) Days of their future employment status with the Company.
 - d. Should a Pilot revert back to their previous Position, they shall not be eligible to bid on an upgrade Position for twelve (12) months unless approved earlier by the Company.
- .02 A Pilot who fails to qualify for upgrade training under this Subsection 9-3 shall continue to receive no less than their MMG.

9-4 TRAINING COMMITTEE:

- .01 The parties shall establish a joint Training Committee composed of Company representatives from the Training Department, and a minimum of one (1) Pilot representative for each Equipment type operated by the Company.
- .02 The Training Committee will meet to discuss systemic problems or concerns with the Company's training program including addressing issues with specific Training Pilots. The Association representatives on the Training Committee shall prepare an agenda of items and shall request a meeting at least twice per year. Association members of the Training Committee will also act as a resource for Pilots in training.
- .03 The Company and the Association commit to share relevant information in order for Pilots to benefit from optimal training quality.
- .04 The Training Committee shall be notified without delay by the Chief Pilot of all training failures, failure to meet standards or difficulties that may result in additional training. The Training Committee shall participate with the Company regarding the concerned Pilot's technical and personal support. Upon request by a Training Committee member, and with the Pilot's consent, the Company shall permit access to the Pilot's training file.
- .05 It is agreed that any recommendation made by any member of the Training Committee does not constitute a renunciation of any right of the Association to take a different position in order to represent the Pilot.

9-5 INITIAL GROUND SCHOOL:

In conjunction with the Association-supervised seniority lottery draw identified in Subsection 29-3 (ASSIGNMENT OF SENIORITY NUMBERS), the Association may have a one (1) hour meeting at the end of each initial ground school to introduce new Pilots to the Association. Nothing of a derogatory or inflammatory nature concerning the Company will be communicated during this session.

9-6 TRAINING CONTRACTS:

- .01 The Parties acknowledge there is considerable cost to train Pilots. A Pilot, who in the first twelve (12) months of their employment as a Pilot with the Company has completed new hire training through the Company, resigns their employment within twelve (12) months from the date training is completed agrees to re-pay the actual training costs on a pro-rated basis. For example, a Pilot who has been employed one-hundred and eighty-two (182) days shall re-pay 50% of the actual training costs.
- .02 The Parties agree that fifteen thousand dollars (\$15,000.00) is a reasonable estimate of the actual Training Costs to be incurred by the Company for the Pilot's training on the 1900 and twenty-six thousand dollars (\$26,000) is a reasonable estimate of the actual training costs to be incurred for the Pilot's training on the DASH.
- .03 If the Company chooses, as a condition of employment, a new hire Pilot will be required to sign a promissory note that complies with this Subsection 9-6. If the Company waives the requirement for any new hire Pilot to sign a promissory note, then the Company agrees to waive the requirement for all new hire Pilots to sign promissory notes. If the Company waives the repayment of training costs for one Pilot who signed a promissory note, then the Company agrees to waive the repayment of training costs for all Pilots who signed promissory notes.
- .04 The Company shall provide the Association with a copy of all promissory notes pursuant to this Subsection 9-6.

SECTION 10 UNIFORMS AND ACCESSORIES

10-1 GENERAL:

- .01 Uniforms will be worn and maintained according to standards prescribed by the Company. A Pilot shall wear the uniform at all times while working, with the exception of training, where the dress code is business casual.
- .02 A Pilot is required to wear the hat outside the aircraft any time rank stripes are not visible.
- .03 Every Pilot shall obtain their required uniform clothing through the Company designated supplier with the exception of footwear and maternity clothing.
- .04 The Company shall provide an initial issue of the uniform and roller bag upon commencement of employment and replacement pieces as per the entitlement schedule below, which runs from a Pilot's Date of Hire.

Item	Quantity	Frequency of Company Replacement
Shirts (white epaulette, short or long-sleeve)	5	1 year
White undershirt (optional, to be worn underneath shirt)	Not issued	n/a
Socks (solid navy or solid black)	Not issued	n/a
Pants (navy)	4	1 year
Belt (black)	1	1 year
Hat	1	2 years
Toque	1	1 year
Tie (navy)	2	1 year
Gloves (black)	1	1 year
Sweater (navy)	1	1 year
Epaulettes (1 for shirt, 1 for sweater)	2 sets	1 year
Wings (on shirt and tunic)	2	1 year
Tunic (blazer)	1	1 year
Coat, Raglan (raincoat)	1	2 years
Coat, Parka	1	2 years
Boots (black, heel between .5" and 2")	1 - Not issued	1 year

Shoes (black, closed toe, heel between .5” and 2”)	1 - Not issued	1 year
High Visibility Vest	1	1 year

- .05 The Company will pay the full cost of all Company issued components. Where the Company changes the style, colour, or components of the uniform, the Company shall bear the full cost of providing replacement pieces to the Pilots.
- .06 Upon presentation of receipts, the Company shall reimburse a Pilot for up to three hundred and fifty dollars (\$350) for their annual purchase of shoes and boots. The Company will assume the cost of buttons, braid, badges, and insignia, and installation of these, as prescribed by the Company.
- .07 A Pilot who requires alternate uniform pieces during pregnancy may purchase navy maternity pants and white collared maternity shirts and may be reimbursed through an expense claim of up to three hundred dollars (\$300.00) per pregnancy.
- .08 A Pilot seeking Company reimbursement for uniform alternations may submit a request to the Chief Pilot in advance of incurring the expense. A uniform component 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.
- .09 Upon successful completion of upgrade training, the Company shall provide two (2) sets of Captain epaulettes and braiding.
- .10 The uniform apparel a Pilot receives shall remain the property of the Company and shall be replaced in accordance with this Agreement. All uniform pieces within the Pilot’s current allotment must be returned to the Company after the last Day of work. A Pilot who fails to return the current year’s uniform allotment within seven (7) Days from the date that employment ends will have deducted the full cost of the uniform from their last pay. Items purchased by a Pilot remain the Pilot’s property.

10-2 LUGGAGE:

Every two (2) years from the Date of Hire, the Company shall provide a Pilot with the Pilot’s choice of either one (1) roller bag or one (1) tote from the Company supplier.

10-3 HEADSET:

Every six (6) years from the date of purchase, on the presentation of a receipt, the Company shall reimburse a Pilot up to five hundred (\$500.00) towards the purchase or repair of an aviation headset.

SECTION 11 VACATIONS AND HOLIDAYS

11-1 VACATION ENTITLEMENT:

- .01 For the purpose of calculating and recording Vacation, the Vacation year shall be the period from January 1st to December 31st.
- .02 Pilots shall be entitled to the following Vacation Days, based upon their Length of Service, as of each January 1st:

Length of Service	Vacation Entitlement	Vacation Accrual
Less than a year	.83 Days per month of employment	0%
After 1 year up to and including 3 years	10 Days	4%
After 3 years up to and including 10 years	15 Days	6%
After 10 years up to and including 25 years	20 Days	8%
After 25 years	25 Days	10%

- .03 A new hire Pilot shall accrue .83 Vacation Days per full or partial Month of employment. At the end of the year, if a Pilot has a balance that includes a fraction of a Day, it will be rounded up to one (1) whole Vacation Day. For example, a Pilot hired on October 16th will be eligible to bid three (3) Days of Vacation in the Annual Vacation Bid.
- .04 The Company shall pay Pilots during their Vacation as provided in Subsection 3-2.15 (RULES GOVERNING PAY).
- .05 Vacation Entitlement continues while a Pilot is on any Leave of Absence other than a Personal Leave as per Section 15 (LEAVES OF ABSENCE).
- .06 New hire Pilots and Pilots changing their Position shall only be eligible to bid for Vacation and Holidays on the Annual Vacation Bid after passing their line check. A Pilot who is downgraded, displaced, or who is involuntarily assigned a Permanent Base change shall take their remaining awarded Vacation and Holidays to their new Position.

11-2 VACATION SCHEDULING:

- .01 A Vacation Block shall consist of five (5) Vacation Days totaling twenty (20) credit hours toward the Pilot's Bid Period schedule.
- .02 A Pilot must bid their Vacation in a minimum of a five (5) Day Vacation Blocks.
- .03 Half of a Pilot's Days Off as provided in the chart below will be awarded and placed immediately prior to and immediately after a Vacation Block, unless a Pilot bids differently through a process agreed upon by the Parties. The number of Days Off awarded shall be in accordance with the following:

Number of Vacation Blocks	Number of Vacation Days in a Block	Number of Days Off	Placement of Days Off	Format of Days Off
1 Block of Vacation	5	4	Before and/or after the Block of Vacation Days	0 Before, 4 After 1 Before, 3 After 2 Before, 2 After 3 Before, 1 After 4 Before, 0 After
2 Blocks of Vacation	10	6	Before the 1 st Block of Vacation Days, and/or after the 2 nd Block of Vacation Days with no Days Off placed between the Blocks	0 Before, 6 After 1 Before, 5 After 2 Before, 4 After 3 Before, 3 After 4 Before, 2 After 5 Before, 1 After 6 Before, 0 After
3 Blocks of Vacation	15	6	Before the 1 st Block of Vacation Days, and/or after the 3 rd Block of Vacation Days with no Days Off placed between the Blocks	0 Before, 6 After 1 Before, 5 After 2 Before, 4 After 3 Before, 3 After 4 Before, 2 After 5 Before, 1 After 6 Before, 0 After
4 or more Blocks of Vacation	20	6	Before the 1 st Block of Vacation Days, and/or after the 4 th or 5 th Block of Vacation Days, as applicable, with no Days Off placed between the Blocks	0 Before, 6 After 1 Before, 5 After 2 Before, 4 After 3 Before, 3 After 4 Before, 2 After 5 Before, 1 After 6 Before, 0 After

11-3 ANNUAL VACATION AND HOLIDAY WEEK DISTRIBUTION BID PROCEDURES:

- .01 The number of Vacation and Holiday Blocks available annually in a calendar year shall not be less than one hundred ten percent (110%) of the total Vacation and Holiday Blocks allocated to Pilots. Each Bid Period must contain at least six percent (6%) of the annual total Vacation and Holiday Blocks allocated per Position.
- .02 An Annual Vacation Bid package shall be provided to each Pilot electronically at least a month prior to the first bidding round opening on October 1st. The bid package shall include the following:
 - a. The total Vacation and Holiday Blocks available during the upcoming Vacation year by Position;
 - b. Each Pilot's Vacation and Holiday Entitlement for the upcoming Vacation year;
 - c. any carry-over Vacation Entitlement from prior years for the information of the Pilot;
 - d. A link to an annual Vacation and Holiday electronic bid sheet.
- .03 The Company will use a real time automated bid and award system agreed to by the Parties. Based on the system vendor's capability, each Pilot will be allotted no less than three (3) hours to place their bid for their applicable Vacation and Holiday Blocks.
- .04 Pilots shall bid for their current year Vacation and Holiday Entitlement only and be awarded their Vacation and Holidays in order of Seniority starting with the most senior for each Permanent Base with respect to Equipment type and Status. Bidding shall be broken down into two (2) rounds starting with Vacation first and Holidays second.
- .05 The first-round bid window will be open daily between 06:00 NT to 22:00 NT. The first bidding round shall open on October 1st at 06:00 NT and close no later than October 7th at 22:00 NT.
- .06 In the first-round of bidding, a Pilot shall not be able to bid Vacation Blocks in both prime-time Summer (July and August) and prime-time Winter (which includes any Vacation block(s) that encompass the last three (3) Vacation bid periods of December simultaneously).

- .07 The second-round bid window will be open daily between 06:00 NT to 22:00 NT. The second-round bid window shall open on October 10th at 06:00 NT and close no later than October 17th at 22:00 NT.
- .08 A Pilot will have the ability within the system to have a standing bid in case they are unavailable to bid during their bid window. Any Pilot who does not submit a Vacation and/or Holiday bid or express the maximum number of preferences shall be assigned their Vacation and/or Holiday based on remaining available Blocks.
- .09 Pilots may not change their Annual Vacation or Holiday bid once the bidding period has closed.
- .10 Pilots shall take all Vacation within the Vacation year in which it is earned. Absent exceptional circumstances approved by the Chief Pilot, a Pilot shall not carry over any Vacation.
- .11 The Company shall post any and all available Vacation Blocks for the calendar year at the beginning of every Bid Period. Any Pilot who, after participation in the current year Vacation bid, has carry-over Vacation Days that have not been awarded may, no later than the twenty-fifth (25th) of every Bid Period, email the Crew Scheduling Supervisor to request the assignment of the Vacation Day(s) for any of the posted available Vacation Blocks. The Crew Scheduling Supervisor shall grant the assignment of the Vacation Day(s) based on seniority, depending on operational requirements, and will advise the Pilot(s) whether their additional Vacation has been scheduled prior to the next issuance of available Vacation Blocks. If the Vacation is not granted, the Pilot may request the assignment of Vacation in future Bid Periods.
- .12 A Pilot who is on sick leave, who transitions from sick leave to disability or who is receiving Workers Compensation benefits, or on any other leave of absence and who has awarded Vacation that will not be used, shall bid on and be awarded Vacation as per Subsection 11-3.11 above.

11-4 RETIREMENT:

- .01 If a Pilot has any Vacation Accrual or Entitlement as of their date of retirement, it shall be paid out as of the retirement date.
- .02 A Pilot who is retiring may elect to move their current year scheduled Vacation and Holiday Entitlement, plus any carryover, if applicable, so that it falls immediately prior to their retirement date provided that they give the Company ninety (90) Days notice. The amount of the Vacation Entitlement will be pro-rated based on the retirement date.

11-5 VACATION RECONCILIATION:

- .01 In December of each year, the Company shall conduct a reconciliation of Vacation Accrual for all Pilots and:
 - a. any Pilot who has earned more Vacation Accrual than they have been paid shall be paid the remaining amounts in the last payroll of January of the following calendar year;
 - b. any Pilot who has been paid more Vacation Accrual than they have earned shall have the overpayment amounts deducted from their pay. Overpayment deductions shall be made in accordance with Subsection 3-4.03 (PAY PERIODS, DIRECT DEPOSITS, EARNINGS REPORTS, AND PAYROLL ERRORS).
 - c. any Pilot who was eligible for the years' Vacation Entitlement and was paid for the Entitlement as per Subsection 3-2.15 (RULES GOVERNING PAY) and such pay amounts to more than the Vacation Accrual will not require any adjustment to their pay.
- .02 When a Pilot leaves the employ of the Company as a result of resignation or termination, the Company shall conduct a reconciliation of Vacation Accrual and:
 - a. if the Pilot has earned more Vacation Accrual than they have been paid, the Pilot shall be paid the remaining amounts in their last pay; and
 - b. if the Pilot has been paid more Vacation Accrual than they have earned, the Pilot shall have those amounts deducted from their last pay. If the Pilot does not have sufficient funds in the last pay to cover the amount owing, the Pilot shall be responsible to arrange payment.
 - c. any Pilot who was eligible for the years' Vacation Entitlement and was paid for the Entitlement as per Subsection 3-2.15 (RULES GOVERNING PAY) and such pay amounts to more than the Vacation Accrual, the Pilot will not require any adjustment to their pay.

11-6 HOLIDAYS:

- .01 Pilots are entitled to ten (10) Statutory Holidays per year as set out in the Canada Labour Code: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- .02 In addition to the Statutory Holidays, the Company shall provide Pilots with one (1) additional Day of Holiday.

- .03 Holidays will be prorated for new-hire Pilots in their initial calendar year of hire.
- .04 A Pilot shall bid for Holidays in a calendar year in conjunction with the Pilot's Vacation bid as described in Subsection 11-3 (ANNUAL VACATION AND HOLIDAY WEEK DISTRIBUTION BID PROCEDURES). If a Pilot does not bid or hold their bid for Holidays, the Company shall schedule the Pilot's Holidays. For example, all Pilots who have been employed for at least one (1) year would bid for eleven (11) Days of Holiday.
- .05 A Pilot who works or is on Reserve on a Holiday will not receive any additional pay for that Day. A Pilot who Worked on a Day Off (WDO) on a Holiday will only receive pay according to Subsection 3-2.11 (RULES GOVERNING PAY).
- .06 In the event that as of the date that a Pilot's employment ends they have taken more Holidays than they have earned in the year, the Company shall deduct the amount owing from their final pay. In the event that a Pilot's last pay does not cover any Holiday overpayment, arrangements will be made with the Pilot to cover all amounts owing.
- .07 A Pilot on any type of leave of absence shall lose their entitlement to any Holidays that occurred while they were on the leave of absence.

SECTION 12 BENEFITS AND PENSION

12-1 GENERAL:

- .01 The Company agrees to maintain benefit coverage under a Group Insurance Plan for all eligible Pilots covered by this Agreement.
- .02 The Company reserves the right to secure coverage with an alternate insurer(s). If the Company exercises its right to change the insurer, the Company shall notify the Association of its intent prior to the change.
- .03 The Company shall provide the Association no less than thirty-days (30) Days' notice of any premium cost change. The Company shall provide the Association the basis for the premium increase.
- .04 At all times, the Company will maintain a program that, at a minimum, consists of the following types of benefits which are presently contained in Policy 163601.
 - a. Healthcare, which includes Global Medical Assistance;
 - b. Dentalcare;
 - c. Long-Term Disability (LTD);
 - d. Accidental Death & Dismemberment (AD&D) (Chubb Policy No. 9906-90-18);
 - e. Optional Critical Illness; and
 - f. Group Life Insurance, including dependent coverage.
- .05 Pilots shall be required to maintain the following mandatory coverage:
 - a. Group Life Insurance;
 - b. Accidental Death and Dismemberment (AD&D);
 - c. Long-Term Disability (LTD);
 - d. Out of Country/Out of Province Emergency Travel Medical.

- .06 The following benefit premium costs shall be shared equally by the Company and the Pilot:
- a. Healthcare;
 - b. Dentalcare;
 - c. Accidental Death and Dismemberment (AD&D); and
 - d. Group Life Insurance, including dependent coverage.
- .07 The following benefit premiums shall be paid 100% by the Pilots:
- a. Long-Term Disability (LTD) that is non-taxable.
- .08 Except as otherwise provided in this Agreement, the total cost of premiums for all mandatory benefits shall be split equally (50/50) by the Company and the Pilots but may be distinct for certain benefits. For example, the Pilots may pay 100% of LTD premiums and the Company will therefore pay a higher percentage of other benefit premiums.
- .09 The Company shall issue a summary of the benefits, including an explanation of the Company and employee cost-sharing, to all Pilots upon hiring.
- .10 The vendor policies govern with respect to decisions related to the policy administration and adjudication of insurance coverage and is, therefore, not subject to the grievance and arbitration procedures under this Agreement. Notwithstanding, any change(s) to the benefits that results in a reduction of the coverage levels, shall be subject to the grievance procedure.

12-2 HEALTH & DENTAL BENEFITS:

All Pilots must participate in the group healthcare and dentalcare plans unless they have proof of coverage under another plan. Proof of coverage must be provided prior to commencement of employment. Pilots will have the opportunity to opt-in to the Company plan in the event their coverage under another plan is amended or terminated for any reason.

12-3 LIFE INSURANCE:

- .01 The Company shall continue to provide life insurance coverage, including additional options, in accordance with the existing Group Insurance Plan. The following shall represent the minimum level of life insurance coverage for Pilots:
- a. Employee Basic Life Insurance: Three hundred percent (300%) of annual earnings to a maximum of five hundred thousand dollars (\$500,000). At age 65, the amount of insurance reduces to fifteen thousand dollars (\$15,000).
 - b. Dependent Life Insurance (Spouse/Child): Ten thousand dollars (\$10,000) for a Pilot's Spouse and five thousand dollars (\$5,000) for a dependent child.
 - c. Optional Life Insurance: Available in ten thousand dollar (\$10,000) units to a maximum of five hundred thousand dollars (\$500,000) for the Pilot or their spouse, subject to approval of evidence of insurability by the administrator.

12-4 BASIC ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE:

The Company shall continue to provide basic AD&D insurance and at a minimum, Pilots shall be provided three times (3x) their Annual Earnings, as defined under the policy, subject to a maximum of five hundred thousand dollars (\$500,000).

12-5 MATERNITY/ PARENTAL TOP-UP:

The Company will provide top-up to any Pilot with at least twelve (12) consecutive Months of continuous employment who qualifies for and receives Employment Insurance Maternity and Parental Benefits for a period of seventeen (17) weeks, not to exceed one hundred percent (100%) of gross salary to a maximum annual salary of \$65,000.00 (gross). This benefit shall not apply if the Pilot is receiving Short Term Disability benefits.

12-6 RETIREE BENEFITS PLAN:

Pilots shall remain eligible to participate in the Policy 163601 and Pilots shall be responsible for one hundred percent (100%) of the cost.

12-7 PENSION GENERAL:

The Company shall maintain the PAL Airlines Defined Contribution Pension Plan (the DC Pension Plan), as registered and effective July 1, 2017, that provides retirement income resulting from employee and Company contributions and the investment earnings.

12-8 ELIGIBILITY AND CONTRIBUTION AMOUNTS:

- .01 Pilots shall be eligible to contribute to the DC Pension Plan upon completion of two (2) years of full-time employment or as set forth in the applicable pension legislation, whichever provides for an earlier contribution. Enrollment in the Pension Plan is mandatory. The Pension Plan is a contributory plan meaning that once the Pilot contributes the required amount of employee contributions, the Company match is mandatory. The contribution percentages are set forth below:

Years of Service	Base Contribution (Mandatory)		Total Contribution	
	Employee	Company	Employee	Company
0-2 Years	0%	0%	0%	0%
2-5 Years	2%	2%	6%	4%
5-10 Years	2%	2%	6%	5%
10+ Years	2%	2%	6%	6%

- .02 Subject to regulatory limits, a Pilot shall be eligible to make additional voluntary contributions. Pilot contributions that exceed the percentages set forth in the chart above, shall not be eligible for an additional Company match beyond that provided in the chart above.

12-9 VESTING:

The Pilot and Company contributions to the DC Pension Plan shall not be subject to forfeiture. Pilots shall be one hundred percent (100%) vested immediately upon plan membership. Vesting under a Pension Plan refers to the Pilot's irrevocable right to the Company contributions and the interest earned thereon. For clarity, Pilots that leave the Company are entitled to their employee contributions, the Company contributions and the interest accrued on the total contributions.

12-10 DISCLOSURES:

The Company shall provide the Association with a copy of all general disclosures required under the Pension Benefits Standards Act and any plan amendments.

12-11 PENSION COUNCIL:

The Company shall establish a Pension Council as per the Pension Benefits Standards Act. The Council shall include at least one (1) Pilot representative and no more than two (2) Pilot representatives. The Company shall offer the Association the opportunity of a pre-meeting in advance of the Pension Council meeting at which the Pilot representatives may be accompanied by an Association staff representative. The Council shall meet, at a minimum, twice per year. The Company shall provide the Pension Council with the information that is necessary to enable it to carry out its functions.

12-12 VARIBALE COMPENSATION:

Employee Stock Purchase Plan: If the Exchange Income Corporation (EIC) Employee Stock Purchase Plan (ESPP) is available to Company employees, the Company agrees to make the plan available to its Pilots as offered.

SECTION 13 PILOT HEALTH

13-1 MEDICAL EXAMINATIONS:

.01 General:

- a. The medical standards for Pilots shall be no more restrictive than those standards set forth in the Transport Canada regulations required to maintain an Airline Transport Pilot License (ATPL), including any waiver policies adopted by Transport Canada.
- b. The choice of the available Canadian Aviation Medical Examiner (“CAME”) shall be at the sole discretion of the Pilot.
- c. Each Pilot shall provide the Training Department with a copy of a current Transport Canada Medical Certificate immediately upon receipt. Failure to do so will result in the Pilot being considered as not available for work until such certificate is provided.
- d. Scheduling periodic examinations and procedures required under Transport Canada regulations in support of a Transport Canada Medical Certificate are the Pilot’s responsibility. The Pilot shall include all known medical appointments in their monthly bid. If a Pilot learns of a scheduled medical appointment in the current Bid Period, they shall use a Family Leave Day in accordance with Subsection 15-7 (FAMILY AND CITIZENSHIP LEAVE) or attempt a Pairing trade in accordance with Subsection 6-19 (PILOT-TO-PILOT PAIRING TRADES).
- e. If a Pilot is aware of a change in their medical condition that could impact their ability to fly safely, they are obligated to seek an appointment with either their treating physician (includes family doctors and specialists) and/or the CAME and advise the Company as soon as possible.
- f. The costs of all examinations (including any Audiogram and Electrocardiogram exams) and medical licensing fees incurred by a Pilot to maintain a Transport Canada Medical Certificate shall be borne by the Company. Where possible, the Company will establish a direct billing account to cover such medical fees. Where direct billing is not possible, medical fees will be paid by the Pilot and submitted to the Company as an expense.

.02 Company Required Medical Examinations:

- a. Should the Company have reason to believe that a Pilot may be unfit to carry out duties due to impairment of health or physical or mental

condition, the Company may request that the Pilot provide information from their treating physician as outlined in Subsection 13-1.01.e. above. Where necessary, the Company may require the Pilot to undergo a medical examination with a CAME.

- b. Any Pilot required by the Company to undergo a medical examination shall be removed from service and notified in writing as to the specific reasons for the requirement. The MEC Chair shall be advised in writing within twenty-four (24) hours of the removal from service for medical reasons but without providing the medical information.
- c. A Pilot required to undergo a medical examination shall contact the CAME within two (2) business Days to request the next available appointment. The Pilot shall present the CAME with the request and the CAME's signature shall provide verification that they have reviewed the request.
- d. If the CAME determines that the Pilot is fit for Duty, the Company shall reinstate the Pilot to Active Status and shall not require any additional information from the CAME. However, if the CAME determines that the Pilot is unfit for Duty, the Company is entitled to obtain additional information from the CAME regarding the Pilot's health.
- e. All costs associated with Company required medical examinations, including medical and functional tests, shall be borne by the Company.

13-2 MEDICAL RECORDS:

Any information obtained by, or as a result of, a medical examination shall be strictly confidential between the CAME or other health care provider and the Pilot, and shall not be divulged to any other person without the Pilot's written permission. The Parties agree that the Company is unable to provide accommodation if a Pilot refuses to provide necessary consents to obtain medical information.

SECTION 14 SICK LEAVE

14-1 GENERAL:

- .01 Sick leave is only to be used in the event that a Pilot is unable to work due to a non-work related illness or injury.
- .02 Each Pilot on Active Status effective January 1 of each year shall be provided with sixty (60) credits of sick leave. For a new hire Pilot or for a Pilot returning to Active Status, the sixty (60) credits will be prorated from the Date of Hire or return to the end of the year.
- .03 A Pilot may carry-over unused sick leave credits for future use up to a maximum of eighty (80) credits.

Example: A Pilot has eighty (80) credits in their carry-over balance as of December 31st. On January 1st the Pilot receives sixty (60) credits for the current year. The Pilot's total sick leave entitlement is one hundred and forty (140) credits, which is the current year entitlement plus the carry-over balance.
- .04 A Pilot who is on short-term disability (STD) or long-term disability (LTD) shall retain their current sick leave credits but shall not accrue additional credits while on STD or LTD.
- .05 A Pilot who is unable to report for Duty due to sickness shall notify Crew Scheduling as soon as possible. During such notification, the Pilot will advise the Company of the anticipated duration of their sickness.
- .06 The Company may, in writing and no later than fifteen (15) Days after a Pilot's return to work following sick leave, require the Pilot to provide a certificate issued by a health care practitioner certifying that the Pilot was incapable of working for the period of their sick leave. In such instances, the cost of a doctor's certificate will be borne by the Company provided proper proof of payment has been submitted to the Chief Pilot. The Pilot shall not suffer any loss of pay or benefits as a result of this Subsection 14-1.06.
- .07 All benefits and entitlements in this Agreement shall continue to accrue while a Pilot is on sick leave.

14-2 RETURN TO DUTY FROM SICK LEAVE:

- .01 When a Pilot advises Crew Scheduling that they are fit to return to Duty, the following shall apply:
- a. The Pilot shall be returned to the original assignment, if possible, before it originates or when it cycles through the Pilot's Permanent Base.
 - b. If the original assignment does not cycle through the Pilot's Permanent Base, the Pilot shall be subject to reassignment in accordance with Subsection 6-13.01 (RETURN TO DUTY).
 - c. If the options in Subsections 14-2.01.a. or 14-2.01.b. above are not possible, the Pilot shall be assigned to a Reserve Availability Period for each remaining Day of the original Pairing. On a single Day Pairing or the last Day of a multi-Day pairing, a Pilot may only be assigned Reserve Duty that finishes no later than the pairing's originally scheduled release time.

14-3 SICK ENTITLEMENT DEDUCTION:

- .01 A Pilot utilizing sick leave will have their sick entitlement deducted as follows:
- a. If the Pilot calls in sick as a result of non-work related illness or injury and does not report for the scheduled assignment, the Pilot's sick entitlement shall be deducted for the scheduled credit value of the original assignment.
 - b. If the Pilot reports for Duty and becomes sick, the Pilot's sick leave shall be deducted by the amount of credits remaining in the assignment.
 - c. A Pilot who is on Reserve and is called in by the Company and is unable to report due to sickness shall have their sick bank deducted by four (4) credit hours.
- .02 Where a Pilot has called in sick and has insufficient sick credits to cover the missed assignment, the Pilot shall be paid as follows:
- a. If the Pilot's total monthly credit as of the sick call is below the Minimum Monthly Guarantee (MMG), then the credit value of the assignment not covered after the sick entitlement has been exhausted shall be deducted from the Pilot's MMG, or
 - b. If the Pilot's total monthly credit as of the sick call is above the MMG, then the credit value for the assignment not covered by the sick entitlement shall be deducted from the Pilot's monthly credit.

- .03 A Pilot shall only be deducted sick leave when they are on sick leave and not when they are on Workers' Compensation, STD, LTD, or any other leave under this Agreement.

14-4 WORKPLACE INJURY OR ILLNESS:

While engaged in Company operations, a Pilot who sustains a workplace injury or illness shall receive appropriate medical treatment. Any required medical expenses in excess of the benefit paid for by the Company's health care plan shall be borne by the Company. Unless restricted from travel by a medical practitioner, the Pilot shall be returned by the Company to their Permanent Base. In such cases, all reasonable travel and accommodation costs will be paid for and arranged by the Company. If the Pilot is restricted from travel by a medical practitioner, the cost of an accommodation and appropriate per diem expenses in excess of coverage provided by the health care plan shall be borne by the Company until the Pilot is able to travel.

SECTION 15 LEAVES OF ABSENCE

15-1 GENERAL:

- .01 Unless otherwise specified in this Agreement, a Pilot on a Leave of Absence shall:
- a. retain and continue to accrue seniority;
 - b. shall maintain travel privileges in accordance with the Company Travel Privileges Policy; and
 - c. shall be eligible for benefit continuation as follows:
 - i. for a Personal Leave of Absence: A Pilot who is on a Personal Leave of Absence shall have the option to maintain group health and dental benefits for a period of six (6) months, long term disability for thirty-one days (31) and employee/spouse optional life, employee/dependent life and Accidental Death and Dismemberment (AD&D) benefits, will cease upon commencement of the leave of absence. In order to maintain benefit coverage for six (6) months, the Pilot is responsible to pay the employee and Company paid portions of the monthly premium. Benefits may be discontinued after providing notice to the Pilot of a failure to pay. The foregoing will be subject to the terms and conditions of the Company benefits plans.
 - ii. for a Maternity and Parental Leave, Jury Duty Leave, Court Appearance Leave, and Bereavement Leave, a Pilot shall have the option to maintain any and all applicable group health benefits, disability benefits, employee/spouse optional life, employee/dependent life and AD&D benefits. In order to maintain benefit coverage, the Pilot shall pay the employee paid portion of the monthly premium. Benefits may be discontinued after providing notice to the Pilot of a failure to pay. The foregoing will be subject to the terms and conditions of the Company benefits plans.

15-2 PERSONAL LEAVE OF ABSENCE:

- .01 A Pilot may request an unpaid Leave of Absence, for a period of up to six (6) months, by providing a written request via email to the Chief Pilot with a copy to Human Resources. Except for circumstances beyond the control of the Pilot, such request must be submitted at least four (4) weeks in advance of the desired commencement date and shall include the requested commencement date, duration and reason for the request. The Company will either grant or deny the leave of absence and provide a copy of such response to the Association.
- .02 A Pilot may exercise their bidding rights for vacancies while on a leave of absence; however, if they are a successful bidder they must return from their leave of absence for training and Duty on the date specified by the Company.
- .03 Should a Pilot's leave of absence extend into a new calendar year, a Pilot's unused Vacation Entitlement shall carry over into the next calendar year.

15-3 MATERNITY OR PARENTAL LEAVE:

- .01 A Pilot is entitled to maternity leave and/or parental leave pursuant to the Canada Labour Code.
- .02 A Pilot requesting maternity and/or parental leave shall submit a written notice to the Chief Pilot with a copy to Human Resources, at least five (5) weeks in advance, stating the anticipated start date and the amount of leave intended to be taken, and shall be accompanied by a medical note from the attending physician stating the expected delivery date.
- .03 Notwithstanding Subsection 15-3.02 above, the leave may end earlier at the written request of the Pilot upon providing the Chief Pilot at least four (4) weeks' notice in advance of the requested return to work date.
- .04 A Pilot wanting to continue parental care beyond the scope of the parental leave described in this Subsection 15-3 may request a Personal Leave of Absence in accordance with Subsection 15-2 above.

15-4 JURY DUTY LEAVE:

A Pilot who is summoned for jury duty shall provide a copy of the jury duty notice to the Chief Pilot with a copy to Human Resources as far in advance of the scheduled jury duty as possible. The Chief Pilot shall be notified by the Pilot immediately after release from jury duty in order for the Pilot to return to Active Status. For each Day that a Pilot serves jury duty, the Pilot shall be guaranteed the value of any scheduled work missed on a Pilot's regular Duty Day, but no per diem shall be paid. A Pilot must provide the Chief Pilot documentation from the court showing the dates and times the jury duty was served

and a full accounting of any amounts received to be a juror. The Company shall deduct from a Pilot's wages the amount paid to the Pilot to be a juror.

15-5 COURT APPEARANCE LEAVE:

- .01 A Pilot receiving a summons or a subpoena to appear in court, including any proceeding before an administrative or regulatory tribunal, shall be removed from their schedule until excused by the court or the administrative or regulatory tribunal. A Pilot who is summoned or is subpoenaed to appear in court, or before an administrative or regulatory tribunal, will provide a copy of the summons or subpoena to the Chief Pilot with a copy to Human Resources as soon as possible.
- .02 A Pilot shall be granted court appearance leave with pay if the matter is related to their job duties with the Company. However, if the matter is unrelated to their job duties at the Company, the leave will be without pay unless the Pilot trades a conflicting Pairing/Reserve Block or moves the court date so as not to interfere with their monthly schedule.
- .03 If the Company is engaged in court proceedings against a Pilot for any matters outside the provisions contained in Section 21 (DISCIPLINE AND DISCHARGE), such court appearance leave will be without pay unless the Pilot trades a conflicting Pairing/Reserve Block or moves the court date so as not to interfere with their monthly schedule.

15-6 BEREAVEMENT LEAVE:

- .01 On the occasion of a death as outlined in Subsection 15-6.02 below, the Pilot shall advise the Chief Pilot with a copy to Human Resources, of the requirement for time off for bereavement.
- .02 A Pilot shall be entitled to paid time off from work under the following provisions:
 - a. In the case of the death of a spouse, common-law partner, child, parent or parent-in-law, the Pilot is entitled to a leave of up to five (5) Days, which need not be consecutive.
 - b. In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Pilot, the Pilot is entitled to a leave of up to three (3) Days, which need not be consecutive.
- .03 Notwithstanding Subsection 15-6.02 above, if a Pilot is not fit to return to Duty after the timelines outlined above, the Pilot may advise the Chief Pilot in writing of the need for further time off. This time off may be extended up to five (5) additional Days Off without pay. Such requests shall not be unreasonably denied.

- .04 For purposes of pay reconciliation, a Pilot will be pay protected for the actual work missed due to the bereavement leave.

15-7 FAMILY AND CITIZENSHIP LEAVE:

.01 General:

- a. Each Active Pilot on January 1 of each year shall be provided with eighteen (18) credits of paid Family Leave, which is equivalent to three (3) paid Days (six (6) credits per Day), and two (2) Days of unpaid Family Leave. For a new hire Pilot or for a Pilot returning to Active Status, the eighteen (18) credits of paid Family and Citizenship Leave will be pro-rated from to the end of the year.
- b. The Family Leave may be used by a Pilot in only the following circumstances:
 - i. carrying out responsibilities related to the health or care of any of the Pilot's family members;
 - ii. carrying out responsibilities related to the education of any of the Pilot's family members who are under eighteen (18) years of age;
 - iii. addressing any urgent matter concerning the Pilot or their family members;
 - iv. attending the Pilot's citizenship ceremony; and
 - v. for any other family-related reason.
- c. By the 30th of each month, a Pilot shall provide Crew Planning with any known Family Leave absences for the upcoming bid period. For example, for a Family Leave absence in March, the Pilot shall advise Crew Planning by January 30th of the need for such leave. Pilots with known Family Leave absences shall not submit a bid to fly for those dates. For Family Leave absences that come up after the Original Schedule is published, a Pilot shall notify Crew Planning as soon as the reason for the absence is known. During such notification, the Pilot will advise the Company of the anticipated duration of their absence.

.02 Return to Duty After Family Leave:

- a. When a Pilot advises Crew Scheduling that they can return to Duty from a Family Leave absence that came up after the Original Schedule was published, the following shall apply:
 - i. The Pilot shall be returned to the original assignment, if possible, before it originates or when it cycles through the Pilot's Permanent Base.
 - ii. If the original assignment does not cycle through the Pilot's Permanent Base, the Pilot shall be subject to reassignment in accordance with Subsection 6-13.01 (RETURN TO DUTY).
 - iii. If the options in Subsections 15-7.02.a.i. and 15-7.02.a.ii. above are not possible, the Pilot shall be assigned to a Reserve Block for each remaining Day of the original Pairing. On a single Day Pairing or the last Day of a multi-Day Pairing, a Pilot may only be assigned Reserve Duty that finishes no later than the originally scheduled Pairing's Release Time.

.03 Family Leave Entitlement Deduction:

- a. A Pilot utilizing Family Leave will have their Family Leave entitlement deducted as follows:
 - i. For known Family Leave absences that are published in the Original Schedule, a Pilot shall have their Family Leave deducted by six (6) credits per Day of use up to the three paid Days per year.
 - ii. If the Pilot calls in to use Family Leave and does not report for the scheduled assignment, the Pilot's Family Leave entitlement shall be deducted for the scheduled credit value of the original assignment.
 - iii. If the Pilot reports for Duty and is unable to complete their scheduled Pairing, the Pilot's Family Leave shall be deducted by the amount of credits remaining in the assignment.
 - iv. A Pilot who is on Reserve and is called in by the Company and is unable to report due to use of Family Leave shall have their Family Leave deducted by six (6) credits per Day of leave.

15-8 RETURN TO SERVICE:

- .01 A Pilot shall coordinate their return to Active Status following a leave with the Chief Pilot with a copy to Human Resources.
- .02 If no training is required for the Pilot to return from leave, the Company will return the Pilot at the earliest opportunity. If training is required, the Pilot will be scheduled for the next available training class and the Pilot will be returned to pay status on the Day the training commences. However, a Pilot shall not be held from returning to pay status longer than fourteen (14) Days following the date of the Pilot's return to work as per Subsection 15-8.01 above.

SECTION 16

FILLING OF POSITIONS

16-1 GENERAL:

- .01 The Company shall determine the number of Pilots required to meet Company flying requirements and to ensure Pilots are provided with adequate Rest, Vacation and leaves of absence as set out in this Agreement.
- .02 On a quarterly basis, the Company shall hold a staffing review meeting with the Association's Scheduling Committee Chair and MEC Chair to discuss the forecasted scheduled block hours and anticipated charter work for the upcoming six (6) month period and its plan to meet staffing requirements. Access to all data relevant to staffing that is not considered proprietary will be provided to the MEC representatives.
- .03 The number of Pilots in each Equipment type and Rank shall be determined by the Company by the following formula: dividing the sum of all known and anticipated forecasted flight time pay and credit hours and all known non-flying credits by the monthly average credit hours per pilot for the upcoming twelve (12) months, and adding an appropriate Reserve percentage to cover sickness and other unplanned contingencies based on historic trends. The Company shall run a Vacancy Bid should an insufficient number of Pilots exist in any Position(s) after applying the above formula.
- .04 No Pilot shall be required to remain current on more than one (1) Equipment type unless otherwise agreed to by the Parties. Training Pilots and Management Pilots may be required to remain current on more than one (1) Equipment type, depending on the needs of the operation.
- .05 For purposes of this Section 16, the Company shall post uniform requirements for all Positions which shall be no more restrictive than that provided by Transport Canada. If a client or the nature of the operation demands more restrictive requirements, other than a language or security requirement, the Company shall consult with the MEC Chair prior to posting.
- .06 The Company shall post all Position Vacancies on the Company ADP Career Centre for a minimum period of seven (7) Days and shall notify Pilots electronically on a weekly basis of any Position Vacancies. The Company may also publish Position Vacancies on social media or other sites.

16-2 FILLING OF POSITION VACANCIES:

- .01 A Position Vacancy shall include the following:
 - a. Rank (Captain or First Officer);
 - b. Permanent Base;
 - c. Type of Position (i.e., Permanent Base Position, Temporary Assignment, Term Position, Rotational);
 - d. Equipment type;
 - e. Competition Number;
 - f. Anticipated Duration (for Term Positions or Temporary Assignments);
 - g. Any applicable requirements;
 - h. Projected number of vacancies or reductions (up to what is anticipated);
 - i. Anticipated start date;
 - j. Expected training commencement date, if known;
 - k. Closing date and time.
- .02 The Company shall process Position Vacancies in order of posting date and Competition Number. Where there are no internal qualified candidates and the Company is advertising externally, the Company may keep the posting open for a longer duration.
- .03 Pilots interested in being considered for a Position must apply via the Company ADP Career Centre by the closing date and time. To be considered for a Position Vacancy, a Pilot is required to be available for training and to assume the Position after it has been awarded. If there are no applications for the Position, the Company may consider external candidates or may repost the Position.
- .04 Pilots may submit a standing bid at any time for the purpose of future potential Vacancies.
- .05 A Pilot subject to an Equipment Freeze as provided in Subsection 16-3.06 below may apply for a Position Vacancy posting. The Company may waive the Equipment Freeze only if it provides the same treatment for all similarly situated Pilots applying for a Position Vacancy. For example, the Company may waive the Equipment Freeze for all Pilots with eleven (11) months or less remaining on an Equipment Freeze who applied for the Position Vacancy, but not those with more than eleven (11) months.

16-3 AWARDING OF POSITIONS:

- .01 Pilots who meet the requirements in the Position Vacancy posting as of the closing date shall be awarded the Position based on seniority.
- .02 If no applications are received in response to a Position Vacancy posting the Company may hire a new Pilot(s).
- .03 If the Company cancels a bid, any Pilot(s) awarded a new Position shall remain in their current Position(s) or if training has commenced, return to their previous Position(s).
- .04 After a Position is awarded, should the successful Pilot become unavailable to report for training, the Company may contact the next senior qualified Pilot that bid on the Position posting to assume the Position.
- .05 The Company shall notify the successful candidate for the Position via email with a copy to the Association within four (4) Days of the decision. Candidates who are unsuccessful will also be notified.
- .06 A Pilot who applies and is awarded a Position where an initial training course is required shall be subject to an Equipment Freeze and restricted from applying for a Position with a different Equipment type for twelve (12) months from the date of completion of their Pilot Proficiency Check (PPC), unless they are awarded a higher paying Position or the Company agrees to waive the Equipment Freeze. A new hire Pilot will also be required to remain in their initial Equipment type for a period of twelve (12) months.
- .07 When a First Officer is to be upgraded to Captain, the Pilot shall only be awarded the Position if they meet the eligibility requirements as defined in the Pilot Training Manual and shall only commence in the Position following successfully passing the upgrade course, upgrade simulator training, flight test, and line indoctrination.

16-4 PERMANENT BASES AND THE ESTABLISHMENT OF NEW PERMANENT BASES:

- .01 As of this Agreement's Date of Signing, St. John's (YYT), Montreal (YUL), Goose Bay (YYR), Blanc-Sablon (YBX), and Halifax (YHZ) are the Company's Permanent Bases.
- .02 The Company may add a Permanent Base(s). Prior to opening a new Permanent Base, the Association will be notified at least forty-five (45) Days in advance of the first Day of the Permanent Base's operation.
- .03 Any New Permanent Base established under this Subsection 16-4 will be operated under the terms and conditions of this Agreement.

- .04 If a new Permanent Base is established, the Company shall post the Position Vacancy as provided in Subsection 16-2 above. A Pilot subject to an Equipment Freeze may apply for the Position and the Company shall waive all Freezes prior to hiring new Pilots for these Positions.
- .05 If a new Permanent Base is established and no applications are received, no Pilot will be involuntarily assigned unless that Pilot's Permanent Base is also undergoing a Reduction Bid.

16-5 TERM POSITIONS:

- .01 The Company may post a Position Vacancy for a Term Position at a Permanent Base for a term between six (6) and eighteen (18) Months when it determines that there are an insufficient number of qualified Pilots to cover the operation.
- .02 No Pilot will be assigned to a Term Position they have not applied for, other than the most junior qualified Pilot(s).
- .03 The provisions of Subsections 16-6.03 (no Equipment Freeze), 16-6.05 (no forfeiting Position), 16-6.06 (notice of posting to the Association) and 16-6.11 (vacation) below shall apply to Pilots in Term Positions. The provisions of Subsections 16-6.08 (round trip Deadhead), 16-6.09 (per diems) and 16-6.10 (accommodations and expenses) below shall only apply to Pilots in Term Positions where the Pilot is assigned to the Term Position in accordance with Subsection 16-5.02 above.

16-6 TEMPORARY ASSIGNMENT:

- .01 The Company may post a Position Vacancy for a Temporary Assignment for a Pilot to be stationed at a location other than a Permanent Base for between one (1) to six (6) Bid Periods, unless the Pilot agrees to a longer period. Should such operations extend beyond six (6) Bid Periods in a rolling twelve (12) month period, the Company shall post a new Position Vacancy.
- .02 This Subsection 16-6 does not apply to Rotational Pilots.
- .03 Pilots shall not incur an Equipment Freeze because of being awarded a Temporary Assignment, and may bid on any Position Vacancy and be awarded a Position but may not commence in the Position until the completion of the Temporary Assignment.
- .04 No Pilot will be assigned to a Temporary Assignment they have not applied for, other than the most junior qualified Pilot(s).
- .05 No Pilot shall forfeit their Position at a Permanent Base or be Reduced in Rank as a result of working in a Temporary Assignment.

- .06 The Company shall provide no less than seven (7) Days' notice to the Association prior to the posting of a Temporary Assignment.
- .07 The Company may cancel a Temporary Assignment with fourteen (14) Days' notice.
- .08 A Pilot on a Temporary Assignment shall be provided a round trip Deadhead at the beginning and end of the assignment. However, should the Temporary Assignment require a Pilot to remain in a location for longer than six (6) weeks, the Pilot will be provided with one (1) positive space round trip ticket every six (6) weeks of the assignment to the Pilot's Permanent Base.
- .09 For Temporary Assignments which require a Pilot to remain in a location for the duration of the assignment, the Pilot shall receive per diems from the beginning of the Temporary Assignment until the Pilot's arrival back at their Permanent Base at the completion of the Temporary Assignment.
- .10 The Company shall provide accommodations and expenses for Pilots on Temporary Assignment in accordance with Section 18 (PER DIEMS, EXPENSES, ACCOMMODATIONS, AND TRANSPORTATION). The Company may explore with the Association accommodation options such as long-stay hotels and apartments. One rental car will be provided by the Company for every two (2) Pilots assigned to a Temporary Assignment, if available.
- .11 A Pilot with Vacation previously awarded prior to the award of a Temporary Assignment may have their Vacation rescheduled by the Company after consultation with the Pilot. If the Company requires the Pilot during the period of the Vacation and the Pilot does not wish to reschedule their Vacation, the Position shall be awarded to the next most senior qualified applicant or repost the Position.
- .12 In accordance with Section 18 (PER DIEMS, EXPENSES, ACCOMMODATIONS, AND TRANSPORTATION), the Company shall pay for any required local costs associated with a Pilot performing such flying outside of their Permanent Base including, but not limited to, additional taxes, licenses, and medical and insurance coverage.

16-7 REDUCTION BIDS AND DISPLACEMENTS:

- .01 The Company may declare a Reduction Bid if it is overstaffed in a Permanent Base or is moving Equipment to an existing or new Permanent Base or removing Equipment from an existing or new Permanent Base.
- .02 The Reduction Bid shall be processed in accordance with Subsections 16-2 and 16-3 above, which includes all open Positions.
- .03 Pilots in the Position being reduced may apply for and be awarded any Vacancy in seniority order regardless of whether an Equipment Freeze exists for the Pilot.

.04 Displacements:

- a. Should there not be enough vacancies for the number of Pilots affected by a Reduction Bid, then the affected Pilot(s) may Displace a more junior Pilot in any Position.
- b. A Pilot who is Displaced may Displace any other more junior Pilot in any Position without regard to Equipment Freezes.
- c. The start date of a new Position arising from a Reduction Bid or a Pilot's Displacement shall be the later of the completion of any training or the start date in the new Position.
- d. A Pilot Displaced into a different Equipment type or Rank shall not incur a new Equipment Freeze.

16-8 BASE TRADES:

- .01 Pilots holding the same Equipment type and Rank will be permitted to make a mutual exchange of their Permanent Base provided that:
 - a. The Pilots are entitled by seniority to hold the Position at the Permanent Base of intended transfer;
 - b. Written approval is obtained from the Company and the Association;
 - c. Written approval is obtained by the Association for all Pilots between the seniority numbers of the two (2) Pilots trading Permanent Bases; and
 - d. The Pilots trading Bases are responsible for all costs associated with the trade.

16-9 REINSTATEMENT RIGHTS:

- .01 A Pilot Reduced or Displaced from their Permanent Position will hold a reinstatement right back to their former Permanent Position for a maximum of eighteen (18) months from their bid start date.
- .02 During the Vacancy bid award process, a Pilot holding a reinstatement right will have super-seniority compared to Pilots without reinstatement rights for purposes of a return to that Pilot's previous Permanent Position. A Pilot's reinstatement rights shall continue until returned to their previous Permanent Position or the Pilot waives their reinstatement right by failing to bid for their previous Permanent Position on the first Vacancy bid with an opening for that Position.
- .03 If more than one (1) Pilot holds reinstatement rights to a Position, the Vacancy will be awarded in order of seniority from the Pilots holding reinstatement rights to that Position.

SECTION 17 RELOCATION

17-1 HOUSE HUNTING AND TIME OFF – ALL MOVES:

- .01 A Pilot who moves their residence from one Permanent Base to another after being awarded a Position is entitled to the following:
 - a. One (1) positive space return trip (i.e., house hunting) by air to their new Permanent Base for the Pilot and their spouse. This trip shall be completed during the Pilot's scheduled Days Off or between assignments;
 - b. In addition, the Pilot, their spouse and dependents shall be allowed to travel, at Company expense, once by personal automobile or by train, or Company space available air transportation to their new Permanent Base; and
 - c. Seven (7) Days for travel and/or moving, free from all Duties and without loss of pay. These Days may be prior to or after the commencement of Duties at the new Permanent Base, at a time deemed necessary by the Pilot. If required, these seven (7) Days shall be preplanned to ensure a minimum of seven (7) Days Off. Pilots may request additional unpaid Days Off for travel and/or moving.

17-2 MOVING EXPENSES:

- .01 A Pilot who moves their residence from one Permanent Base to another within twelve (12) months after being awarded a Position shall be eligible for moving expenses in the following circumstances:
 - a. A new Permanent Base is established in the last nine (9) months;
 - b. Closure of a Permanent Base;
 - c. Reduction Bid occurs as per Subsection 16.7 (REDUCTION BIDS AND DISPLACEMENTS); and
 - d. A cancelled posting.
- .02 With the agreement of the Association, the Company may elect to provide paid moving expenses in other instances and it must be so indicated in the vacancy posting.
- .03 For all moves under Subsection 17-2.01 above, a Pilot shall be given thirty (30) Calendar Days' notice, unless they agree less notice is acceptable.

- .04 A Pilot shall be allowed actual costs of moving their household, vehicles and personal effects, including packing and unpacking. The Pilot shall obtain three (3) quotes from local moving vendors and the Company shall select the vendor used to move the Pilot. A Pilot may instead choose to personally move their household, vehicles, and personal effects provided that the cost of the move is less than the vendor selected by the Company. In such instances, the Company will reimburse the Pilot for the actual cost of the move in addition to half of the difference between the actual cost to move and the estimate selected by the Company as supported by receipts.
- .05 The Company shall reimburse hotel room expenses for the Pilot, their spouse and dependents at their new Permanent Base for a period of up to ten (10) Days. The Pilot shall also be entitled to their per diem for a period of up to ten (10) Days.
- .06 A Pilot, who moves under Subsection 17-2.01 above, and has not claimed moving expenses, shall be able to claim equivalent expenses on a subsequent move if that move takes place within two (2) years from the Effective Date of the previously Awarded Position.

SECTION 18
PER DIEMS, EXPENSES, ACCOMMODATIONS, AND TRANSPORTATION

18-1 PER DIEMS:

- .01 Each Pilot while engaged in training, Deadheading, flying or any other authorized Company business shall be paid per diem based on their total time away from the Pilot's Permanent Base (TAFB). A Pilot's TAFB shall be calculated from the Pilot's Report Time to Release Time for each Pairing or other authorized Company business.
- .02 Per diem shall be paid at the rate of five and one-half (CDN \$.055) cents per minute for TAFB within Canada that is less than twelve (12) hours. All TAFB within Canada that is over twelve (12) hours shall be paid at a rate of six and one-tenth cents (CDN \$0.061) per minute. For training, Deadheading, flying, or any other authorized Company business into the United States, the per diem rate shall be calculated in accordance with the US exchange rate in effect on the date the per diem payments are processed and paid in Canadian dollars.
- .03 Pilots operating outside of the North American continent shall be provided with an international meal allowance of six and nine-tenths cents (US\$.069 cents) per minute for each Day or portion thereof commencing upon the Pilot's arrival at the international destination. The international meal allowance rate shall be calculated in accordance with the US exchange rate in effect on the date the per diem payments are processed and paid in Canadian dollars. This international meal allowance shall be a replacement for the TAFB per diem as provided in Subsections 18-1.01 and 18-1.02 above.
- .04 Per diems shall be paid in accordance with the semi-monthly pay cycle.
- .05 On October 1st, 2022 and each October 1st thereafter, the per diem rate and international meal allowance rate shall increase by two percent (2%).

18-2 EXPENSES:

.01 Travel Expenses:

The Company shall reimburse Pilots for all Company required travel expenses including airport improvement fees not included in the purchase of the ticket and including the cost of one (1) personal checked baggage and any baggage to carry Company required materials.

.02 Licensing Fees:

The Company shall pay the full cost of all Transport Canada licensing fees including all recurring fees required for the issuance of an initial and recurrent

Pilot Proficiency Check and Aviation Document Booklet (Pilot's license). Any fees/costs associated with the replacement of a lost or damaged Aviation Document Booklet will not be reimbursed.

.03 Passports and Visas:

- a. All Pilots are required to have a current passport. The Company will reimburse Pilots for the fees associated with a five (5) year passport and passport photographs. Pilots shall use the normal service whenever possible for obtaining their passport. In the event a Pilot is unable to reasonably use the normal service to obtain a passport, the Company shall reimburse the Pilot for the "Express Service" passport acquisition fee. Any fees/costs associated with the replacement of a lost or damaged passport will not be reimbursed.
- b. The cost of any mandatory travel visas, vaccinations, or other applicable items for travel to a required destination shall be reimbursed by the Company following authorization from the Chief Pilot and upon submitting the appropriate receipts.

.04 Parking:

Company paid parking will be provided to each Pilot at their Permanent Base airport while in the performance of their required duties.

.05 Mobile Telephones:

In recognition of required communication between Pilots and the Company, Pilots shall be paid thirty-five dollars (\$35.00) per Month toward cell phone usage, provided they possess a functioning cell phone while away from their Permanent Base. Pilots will not be required to download Company required applications for use on their cell phone.

.06 Transition to Aircraft Wi-Fi:

For an interim period while the Company is implementing aircraft Wi-Fi solutions, in addition to the amounts in Subsection 18-2.05 above, Pilots shall be paid twenty-five (\$25.00) per Month towards data usage associated with the use of the Electronic Flight Bag. This payment shall be discontinued once SkyTrac or another aircraft Wi-Fi system is operational. If the transition to aircraft Wi-Fi does not occur within one (1) year of this Agreement's Date of Signing, the parties will meet to revisit these terms.

18-3 ACCOMMODATIONS:

- .01 The Company shall provide, at its expense, CARS compliant, single-room hotel/motel accommodation for a Pilot away from their Permanent Base in the following instances:
- a. during a Flight Duty Period;
 - b. Deadheading;
 - c. training; or
 - d. other authorized Company business;
- that results in any ground stop or Rest Period over four (4) hours in duration.
- .02 Each Pilot's schedule shall include the name, location, and confirmation number of each accommodation prior to reporting for Duty. As changes to a Pilot's schedule occur that requires a change in accommodation, the Company shall notify the Pilot and adjust the Pilot's schedule.
- .03 If upon arrival, the booked accommodation proves unsuitable, the Pilot will notify the Chief Pilot providing the reasons and best efforts shall be made by the Company for the Pilot to stay at an alternate accommodation at Company expense, including ground transportation to the alternate accommodation.
- .04 The Chief Pilot and the MEC Chair shall discuss and maintain a running list of acceptable accommodations updated from time to time for those locations the Company regularly services. This list will not apply to Ad Hoc Charters or unexpected events that result in a cancellation of the flight away from a Pilot's Permanent Base, and in those instances the Company shall choose a CARS compliant, single-room hotel/motel or Airbnb accommodation from available options that is generally consistent with the types of accommodations on the running list, if available. Any general concerns regarding accommodations or transportation shall be raised by the MEC Chair to the Chief Pilot and resolved accordingly.
- .05 In the event the MEC Chair and the Chief Pilot cannot agree on the hotels/motels on the running list of acceptable accommodations, the Vice President of Flight Operations shall make the decision and will provide the Association with the reason(s) for their decision in writing.

18-4 TRANSPORTATION:

- .01 The Company shall provide ground transportation to and from the airport when a Pilot is required to layover away from their Permanent Base. Best efforts will be made to provide transport to accommodation within forty (40) minutes after Block-In. If Pilots are required to wait for transport longer than forty (40) minutes after Block-In, their Rest and Duty Periods will be adjusted accordingly.
- .02 If the Company arranged transportation is not available within the time frame identified in Subsection 18-4.01 above after the Pilots' arrival at the pick-up point, the Captain can either use their discretion and use any other reasonable means of transportation to the accommodation and may claim reimbursement expenses for such transportation, or where the Captain is unable to arrange transportation, they may call Dispatch to arrange transport to the accommodation.
- .03 Each Pilot's schedule shall include the name and contact information of each transportation provider prior to reporting for Duty. As changes to a Pilot's schedule occur that requires a change in transportation, the Company shall notify the Pilot and adjust the Pilot's schedule.
- .04 From time to time the Company may provide a Company vehicle or car rental for the use of Pilots in certain locations. In those instances, the Company will have the responsibility for ensuring that the vehicle or car rental is available at the arrival point or the accommodation. Pilot(s) are responsible to return the rental vehicle with a full tank of gas except in exceptional circumstances where it is not possible to fill-up the gas tank prior to departure, in which case the Pilot should promptly advise the Chief Pilot via email of the reasons and that additional costs may be charged to the Company. Pilots are responsible for any parking or traffic tickets incurred in relation to a Company vehicle or car rental.

SECTION 19 LAYOFF AND RECALL

19-1 LAYOFF:

- .01 Except in unexpected situations where it is not feasible for the Company to provide notice, the Company shall notify the Association a minimum of ten (10) Days prior to layoff notices being issued to enable the Parties to discuss possible ways of avoiding a layoff or minimizing the adverse effect of layoffs.
- .02 When it is determined that layoffs are required, and not less than three (3) Days after notice to the Association under Subsection 19-1.01 above, the Company shall issue a memorandum to all Pilots advising of the number of Positions and the Permanent Base(s) affected, and the anticipated layoff date. Any Pilot who wishes to volunteer to be either laid off voluntarily or to take an unpaid leave of absence must do so within forty-eight (48) hours of the memorandum being issued.
- .03 Should additional layoffs be required after completing the process in Subsection 19-1.02 above, the Company shall conduct any layoffs in reverse order of seniority.
- .04 The Company shall endeavour to provide as much written notice as possible and in no case shall provide less than ten (10) Days written notice to a Pilot being laid off and shall copy the notices to the MEC Chair.
- .05 A Pilot shall have the option of either being paid out some or all their Vacation Accrual or taking some or all of the Pilot's Vacation Entitlement and/or Holiday Days earned up to the layoff date in order to extend the effective date of their layoff. During such extended period, the Pilot will be considered on Active Status.
- .06 The Company shall be responsible for paying the full employer portion of premiums for any and all benefits normally covered by payroll deduction, subject to the terms and conditions of the Company's group insurance plan for ninety (90) Days following a Pilot's layoff. After ninety (90) Days, the Pilot is responsible to pay the employee and employer paid portions of the Monthly premium. Benefits may be discontinued after providing a minimum of thirty (30) Days' notice to the Pilot of a failure to pay.
- .07 A Pilot on layoff shall ensure that their address is current at the time of layoff and shall thereafter promptly advise the Company of any change in address.
- .08 A Pilot shall retain their accumulated seniority and shall continue to accrue seniority during a period of layoff.

- .09 After two (2) years of uninterrupted layoff, a Pilot's employment with the Company shall be terminated unless otherwise mutually agreed upon between the Company and the Association.
- .10 The Company will provide PAL Airlines flight benefits for the duration of a Pilot's layoff but a laid off Pilot cannot bump a Company employee not on layoff.

19-2 RECALL:

- .01 A Pilot shall be recalled to the Position held at the time of layoff, if available. If that Position is not available at the time of recall, they shall be recalled to any available Position in the Pilot complement. Pilots shall be recalled in order of seniority.
- .02 Initial notification of recall may be given to the Pilot by a telephone call or email. Official recall notice shall then be sent to the Pilot via telephone and email with read receipt requested and contain the reporting date and location.
- .03 The Company shall provide the Pilot their recall notice not less than twenty-one (21) Days prior to their reporting date. A shorter reporting period may be arranged by mutual agreement between the Company and the Pilot. However, at the time of their recall notice, if the Pilot on layoff is employed elsewhere, they may decline recall and remain on layoff for a total of twenty-four (24) Months provided there are other Pilots who remain on the layoff list. The Pilot must provide the Company with a copy of their contract of employment/job offer before they can exercise this right.
- .04 Within seven (7) Days of the official recall notice, the Pilot shall notify the Company by a telephone call followed by email to the Chief Pilot indicating whether they will accept or waive the notice of recall.
- .05 If a Pilot waives their notice of recall, the recall will be offered to the next junior Pilot on layoff. The most junior Pilot who is on layoff shall be obliged to accept the recall or permanently forfeit their position on the PAL Airlines Pilot System Seniority List.
- .06 A Pilot who waives their notice of recall will have no further right until the next notice of recall.
- .07 A Pilot who is obliged to report after recall must report within thirty (30) Days of receiving notification or the required reporting date, whichever is later. A different reporting period may be arranged by mutual agreement between the Company and the Pilot.
- .08 A Pilot returning from layoff shall be entitled to the level of pay on the pay scale as if they had not been laid off.

- .09 Should a Pilot be medically unfit to return to Duty when they receive a notice of recall, they shall be placed on a leave subject to the terms and conditions of this Agreement and the Company benefits plan.

SECTION 20 INVESTIGATIONS

20-1 GENERAL:

- .01 In those instances where the Company contemplates discipline of a Pilot, no disciplinary action will be imposed until the Company first conducts an investigation in a timely manner.
- .02 Investigations will be conducted in accordance with the Company's Safety Management Systems (SMS) Manual.
- .03 The Pilot(s) shall cooperate fully in the investigation.
- .04 No discipline will be imposed until an investigation meeting is held with the Chief Pilot, the Pilot, and the Association representative(s), if desired by the Pilot.
- .05 If the Company wishes to hold an investigation meeting, the Pilot shall be advised in writing, with a copy to the Association, and shall provide general information regarding the accident, issue, or incident, including date of event and flight numbers, if applicable.
- .06 Absent exceptional circumstances, the meeting will be held at least twenty-four (24) hours from and not more than seven (7) Days from the date of the notice. The meeting shall be held at the Pilot's Permanent Base unless the Parties agree to another location.
- .07 The Company will provide the Pilot and Association with initial information regarding the issue, accident or incident prior to the investigation meeting. The Parties will enter into a confidentiality agreement on documents, as needed.
- .08 The Company may remove a Pilot from Active Status (suspend with pay and benefits) during an investigation, provided that written notice is provided to the Pilot, with a copy to the Association, no later than the end of the following Day.
- .09 The Company will issue an investigation report and provide a copy to the Pilot and the Association prior to the issuance of any discipline. Such investigation report should be issued within a reasonable period of time.

SECTION 21
DISCIPLINE AND DISCHARGE

21-1 JUST CAUSE STANDARD AND APPEALS:

- .01 No Pilot shall be disciplined or discharged without just cause.
- .02 A Pilot who is disciplined or discharged may file a grievance at Step Two of the grievance procedure provided in Subsection 22-2.03 (GRIEVANCE PROCEDURE). Such grievance shall be filed within fifteen (15) Days after receipt of the Company's decision.

21-2 GENERAL:

- .01 A Pilot who is required by the Company to attend an investigation meeting in accordance with Section 20 (INVESTIGATIONS) and Pilots appearing as witnesses or representatives on a scheduled workday shall be guaranteed the value of any scheduled Pairings or Reserve missed on a Pilot's Duty Day but no per diem shall be paid. A Pilot who is required by the Company to attend an investigation meeting on a Day Off shall receive four (4) hours of pay for the WDO.
- .02 At any investigation, hearing, or meeting all representatives and/or witnesses who are employees of the Company shall be given time off subject to the requirements of the operation and provided with space available transportation when required.

SECTION 22 GRIEVANCE PROCEDURE

22-1 INITIATION:

- .01 “Grievance” in this Section and throughout this Agreement means a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement.
- .02 Any Pilot, group of Pilots, or an Association representative having a potential Grievance should first discuss the matter with the Chief Pilot, who shall attempt to resolve the matter.
- .03 The Company shall not be required to consider any Grievance which has not been filed within sixty (60) Days after the Pilot, group of Pilots, or an Association representative became aware or ought reasonably to have become aware of the circumstances giving rise to the dispute.
- .04 All time limits within this Section 22 (GRIEVANCE PROCEDURE) may be extended by mutual agreement in writing provided that the mutual agreement in writing is reached prior to expiry of the time limit.
- .05 All Grievances and responses to Grievances must be in writing and shall be delivered both in hard copy by hand or mail and via email to the designated person(s).
- .06 Individual, group, and Association Grievances shall be filed by the Association in writing to the Chief Pilot and copied to the Director, Labour Relations. Company Grievances shall be filed by the Company in writing to the Association’s MEC Chair. All Grievances shall include the following:
 - a. The name(s) of the grievor(s);
 - b. The nature of the Grievance;
 - c. A summary of the facts giving rise to the Grievance;
 - d. The Section(s) in this Agreement that are alleged to have been violated;
 - e. The remedy sought; and
 - f. The date it is submitted;

22-2 GRIEVANCE PROCEDURE:

- .01 If a Grievance is not submitted to the next step by the Association within the prescribed time-limits, the Grievance will be deemed abandoned and shall not be referred to Arbitration. If the Company does not issue a response to a Grievance within the prescribed time-limits, the Grievance will automatically proceed to the next step of the Grievance procedure. The time-limits may be waived, combined or extended only by mutual written agreement of the Parties prior to the expiry of the deadline.

.02 STEP ONE

A Pilot who has a Grievance, or group of Pilots having a Grievance dealing with the same issue, or an Association representative who has a Grievance shall submit a Grievance to the Chief Pilot. The Chief Pilot shall have a meeting, where reasonably practicable, or a telephone discussion, to discuss the Grievance at a mutually convenient time within fourteen (14) Days of the submission of the Grievance. The Chief Pilot shall issue a written response to the Grievance within fourteen (14) Days of the meeting or telephone discussion to the Pilot(s) and the Association.

.03 STEP TWO

- a. A Pilot who is disciplined or discharged may file a Grievance beginning at STEP TWO of this Grievance procedure. Such Grievance shall be filed within fifteen (15) Days after receipt of the Company's decision.
- b. Within fourteen (14) Days of receipt of the Step One written response in non-disciplinary or discharge Grievances, a designated representative of the Association may proceed to Step Two of the Grievance procedure by forwarding an appeal letter concerning the Grievance to the Vice President of Flight Operations, with a copy to the Director, Labour Relations. The Vice-President of Flight Operations shall hold a meeting within fourteen (14) Days, or at such other time as the Parties may agree. A Step Two response to the Grievance appeal shall be provided within fourteen (14) Days to the Pilot(s) and the Association.
- c. If travel is required for a Step Two meeting, where reasonably practicable, positive space travel will be provided on Company aircraft.

.04 STEP THREE

If any Grievance is not resolved in accordance with the Grievance procedures, then such Grievance may be referred by the Association or the Company to Arbitration, in accordance with Section 23 (ARBITRATION).

.05 The Notice of Referral to Arbitration:

- a. by the Association, shall be made in writing to the Vice President of Flight Operations within thirty (30) Days of the Step Two response, or within thirty (30) Days of the receipt of a written response, or the date the response should have been received.
- b. by the Company, shall be made in writing to the MEC Chair within thirty (30) Days of the Step Two response, or within thirty (30) Days of the receipt of the response, or the date the response should have been received.

Such notice shall state the particulars of the matter in dispute, the Section(s) alleged to have been violated, and the nature of the relief or remedy sought.

.06 Nothing contained herein shall prevent the Parties from agreeing to batch pending Grievances for presentation during a Step One or Step Two meeting provided that all timelines run from that scheduled meeting.

22-3 GRIEVOR'S RIGHTS/ASSOCIATION REPRESENTATION:

At any Grievance meeting, the grievor(s) may attend and shall have the right to be represented by the authorized representative of the Association, including Association staff members.

SECTION 23 ARBITRATION

23-1 REFERRAL TO ARBITRATION:

In the event that the Association wishes to refer a Grievance to arbitration, the referral shall be made in writing to the Vice President of Flight Operations within thirty (30) Days of the Step Two decision, or within thirty (30) Days from the date such decision should have been rendered. In the event that the Company wishes to refer a Grievance to arbitration, the referral shall be made in writing to the MEC Chair within thirty (30) Days of the Step Two decision, or within thirty (30) Days from the date such decision should have been rendered.

23-2 ARBITRATION SELECTION:

- .01 When a Grievance has been referred to arbitration, the Parties shall jointly select an arbitrator from the list below within fourteen (14) Days.
 - a. Kevin Burkett
 - b. Vincent Ready
 - c. William Kaplan
 - d. Elizabeth McIntyre
 - e. Michel Picher
- .02 The Parties shall rotate in order through the list and appoint the first arbitrator with available hearing dates that are within ninety (90) Days from the referral to arbitration. When establishing hearing dates, the Parties shall take into consideration each other's schedules, Vacations, etc. Should none of the arbitrators have an available date within ninety (90) Days of the notice of intention to proceed to arbitration, the Parties shall select the arbitrator with the first available date thereafter.
- .03 Once an arbitrator has been appointed, the subsequent selection process shall commence with the next arbitrator on the list.
- .04 The Parties may, by mutual agreement, appoint an arbitrator not on the list.

23-3 JURISDICTION:

The arbitrator shall have jurisdiction to consider any matter properly submitted under the terms of the Agreement (including whether a matter is arbitrable or not). The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement except in accordance with the law as specified in the Canada Labour Code.

23-4 GENERAL:

- .01 Expenses incurred by the Arbitrator and in holding the hearing (e.g., meeting room, refreshments, etc.) will be borne equally by each Party.
- .02 If the Company or the Association requires a Pilot to attend an arbitration, the Pilot shall be given time off subject to the requirements of the operation.
- .02 The Parties shall have the right to be represented by any person(s) whom they may choose and designate.

23-5 WITNESSES:

At any hearing(s) held throughout the arbitration process, all witnesses and representatives who are employees of the Company shall be given time off subject to the requirements of the operation, and positive space transportation. Any Pilot appearing as a witness or representative under this Section 23 (ARBITRATION) on a scheduled workday shall be guaranteed the value of any scheduled Duty when appearing on a scheduled Pairings or Reserve missed on a Pilot's Duty Day but no per diem shall be paid. A Pilot who is required by the Company to attend an investigation meeting on a Day Off shall receive four (4) hours of pay for the WDO.

23-6 ARBITRATOR'S DECISION:

The arbitrator shall make every effort to render a written decision with the minimum of delay. The arbitrator's decision shall be final and binding on all Parties.

SECTION 24 TRAINING PILOTS

24-1 APPLICATIONS FOR TRAINING PILOT POSITIONS:

- .01 The Company will post Training Pilot positions as available and as required to fulfill the needs of the Company.
- .02 Any Pilot applying for a posted Training Pilot position shall be selected from the PAL Airlines Pilot System Seniority List and must have at least two (2) years active service as a Pilot and not on lay-off or retired. If there are no applicants from the PAL Airlines Pilot System Seniority List with at least two years' experience, the Company may re-post with less experience and if there are still not applicants, the Company may hire externally. The external candidates must meet the Pilot hiring qualifications and be placed on the PAL Airlines Pilot System Seniority List.
- .03 In selecting Training Pilots, the Company shall consider qualifications, experience, and Crew Resource Management skills.
- .04 Prior to extending a Training Pilot position to a candidate, the Vice President of Flight Operations shall discuss the candidate's selection with existing Training Pilots to solicit input.

24-2 GENERAL:

- .01 Training Pilots' authority and duties, while in such capacity, shall include training flights, line indoctrination, check flights, line or route checks, simulator instruction, ground school, development of LOFT scenarios, ground school manuals and lesson plans, or other work agreed upon with the Association.
- .02 All line checks shall be scheduled with the Training Pilot occupying the Flight Deck Observer Seat. Training Pilots may displace an operating Pilot to perform a line check with management approval when a checking event cannot be scheduled from the Flight Deck Observer Seat.
- .03 A Training Pilot may elect to cease performing Training Pilot duties upon providing the Company with a minimum of sixty (60) Days' notice prior to their intended date of return. A copy of such notice shall be provided to the Association. A Training Pilot returning back to the line shall return to any Position that their seniority allows, which shall not result in the Displacement of another Pilot.
- .04 A Training Pilot is considered available for a training assignment except when they are on Vacation or any other approved leave of absence in accordance with Section 15 (LEAVES OF ABSENCE). The Company shall use Training Pilots

who are on the PAL Airlines Pilot System Seniority List except for the following instances:

- a. to provide ground-based training (including classroom instruction, computer-based training, and flight simulator training) provided there are no Training Pilots available and the use of such non-seniority list Training Pilots is approved by the MEC Chair; or
- b. when a new Equipment type is being introduced into service, the Company may employ, on an interim basis, the services of the manufacturer's or other mutually acceptable Training Pilots for qualifying the initial bidders and Company Training Pilots on such new Equipment.

24-3 SCHEDULING OF TRAINING PILOTS:

- .01 The Company will make every effort to provide Training Pilots with a list of all known training events at least two (2) Bid Periods prior to the training Month to bid on, including the names of the Pilots being trained. For example, the known training events for March should be posted by December 31st.
- .02 Training Pilots shall submit a bid for upcoming training events for which they are not in a known conflict position as defined in the ACP Training Manual. Such bids shall be processed in seniority order and awarded to the Training Pilots before they bid their regular Bid Period schedules. If there are any known training events that have not been bid for, the Company may assign a Pilot starting with the least senior qualified Training Pilot that is not in conflict. Any training events that were not included in the bids shall be offered to Training Pilots in order of seniority, or assigned to the least senior Training Pilot, if not accepted by a more senior Training Pilot.
- .03 A Training Pilot performing Training Pilot Duties shall not be required to perform regular line flying or be available as a Reserve Pilot during that same Duty Period, but the Training Pilot can agree to pick-up additional Open Time assignments in accordance with Section 6 (SCHEDULING) of this Agreement.
- .04 A Training Pilot shall not be scheduled for more than the following per Duty Day with respect to training events unless waived by the Training Pilot:
 - a. two (2) flight tests (one (1) test with two (2) Pilots); or
 - b. one (1) simulator training session (one (1) session with two (2) Pilots); or
 - c. any other training/checking in accordance with the Duty time limits provided under the CARS.

- .05 A Training Pilot's schedule shall be constructed as per Section 5 (HOURS OF SERVICE).
- .06 A Training Pilot's pay and credit may only exceed the Bid Period limitation under the following circumstances:
- a. If any Pilot requires additional simulator training beyond the training originally scheduled to complete their qualifications, the Training Pilot shall complete the training and be paid Overtime in the month it was earned, unless the additional training would extend into a Training Pilot's Vacation or Day Off, in which case the Training Pilot must agree to complete the additional training.
- .07 A Training Pilot performing aircraft training or checking shall be treated like a regular line Pilot under Section 6 – SCHEDULING.
- .08 A Training Pilot performing non-aircraft training or checking may have their Duty Period extended by the Company, but any extension beyond one (1) hour shall be by agreement of the Training Pilot and shall be paid and credited at the Premium Rate.
- .09 If a Training Pilot's Duty Period is extended into a Day Off, they shall be paid their regular hourly rate as per Subsection 3-1 (HOURLY PAY RATES AND TABLES) for all work performed on the Day Off at the WDO rate.

For example, a Training Pilot who has a regular hourly rate of \$100.00 and who conducts simulator training four (4) hours into a Day Off shall be paid for the Work on a Day Off as follows:

	\$100 (normal hourly rate) x 4 (hours on WDO) x WDO rate	(=\$600)
+	<u>\$95 (simulator rate) x 4 (hours in simulator)</u>	(=\$380)
=	Total Payment	(=\$980)

- .10 A Training Pilot will not be scheduled to be away from their Permanent Base conducting training events for more than eleven (11) Days for initial training and seven (7) Days for recurrent training in any Bid Period without the Training Pilot's consent.
- .11 Once the Bid Period Training Pilot schedule is published, any changes must be approved by the Training Pilot. If the Training Pilot does not approve the changes, the Company shall offer the work in accordance with Subsection 24-3.02 above.

24-4 PAY AND CREDIT FOR TRAINING PILOTS:

- .01 A Training Pilot, when performing the Duties outlined below, shall be paid a training payment per hour in accordance with the following schedule, in addition to the applicable credits as per the table in Subsection 24-4.03 below:
- a. Ground Instructor: \$ 80.00/hour;
 - b. Simulator Instructor: \$ 95.00/hour;
 - c. Line Indoctrination: \$ 45.00/hour;
 - d. ACP Line Check/Check Ride \$ 110.00/hour;
 - e. On Wing Training \$ 125.00/hour; and
 - f. Scheduled Office/Admin Duties \$ 25.00/hour
- .02 A Training Pilot being trained or checked shall not receive Training Pilot pay while undergoing their own training.
- .03 A Training Pilot shall be credited with the following at their hourly pay rate:

Duties	Credits
Ground School	Either four (4) credit hours per Day or fifty percent (50%) of the actual Duty Period, whichever is greater
Simulator Training	Five (5) hours per simulator training event
Line Indoctrination	Either four (4) credit hours per Day or the actual Duty Period, whichever is greater
ACP Check Ride	Two and a half (2.5) credit hours per candidate
Line Check and Route Checks	Either four (4) credit hours per Day or the actual Duty Period, whichever is greater
Travel, Scheduled Office, and any other Duties	Shall be at the regular line Pilot credit hours

For example, a Training Pilot who has a regular hourly pay rate of \$100/hr and who conducts four (4) hours of line indoctrination would receive a minimum of four (4) hours of pay at \$100.00 plus four (4) hours line indoctrination pay at the training payment rate of \$45.00/hr for a total of \$580 in pay and would receive four (4) credit hours for such work.

- .04 Training Pilots shall be provided with a cell phone allowance of fifty dollars (\$50.00) per Month.
- .05 For training conducted away from a Training Pilot's Permanent Base that is scheduled for two (2) or more consecutive Days, a Training Pilot conducting training may rent a car in accordance with Subsection 18-4.04 (TRANSPORTATION) if a vehicle is not otherwise provided. A Training Pilot conducting checking events may also rent a car in accordance with Subsection 18-4.04 (TRANSPORTATION) if a vehicle is not otherwise provided or will be reimbursed for taxi or ride-share services while away from their Permanent Base.
- .06 Periods free from training or Duty away from such Training Pilot's Permanent Base shall be paid and credited at the Training Pilot's regular hourly pay rate at five (5) credit hours per Day or portion thereof. Any Days free from training or Duty following training at a Training Pilot's Permanent Base shall be without pay and credit and shall be counted as part of the Pilot's required minimum Days Off in Base.
- .07 A Training Pilot removed from line flying to perform a training event shall be paid the greater of:
- a. The value of the credit hours of their Original Schedule times their hourly pay rate; or
 - b. The hourly credit value of the training event in accordance with Subsection 24-4.03 above times their hourly pay rate.
 - c. In addition to Subsections 24-4.07.a. and 24-4.07.b. above, the Pilot will be paid the value of the credit hours for the training event in Subsection 24-4.03 times the hourly pay rate for the training payment in Subsection 24-4.01.

Example 1: a Training Pilot who is removed from a seven (7) hour credit Day and who conducts four (4) hours of ground school would receive seven (7) hours of pay at the Training Pilot's hourly pay rate plus \$320 (\$80.00 ground school rate times four (4) hours).

Example 2: a Training Pilot who is removed from a three (3) hour credit Day and who conducts five (5) hours of simulator training would receive five (5) hours of pay at the Training Pilot's hourly pay rate plus \$475 (\$95.00 simulator rate times five (5) hours).

- .08 A Training Pilot shall receive expenses in accordance with Section 18 (PER DIEMS, EXPENSES, ACCOMMODATIONS, AND TRANSPORTATION).

SECTION 25
MANAGEMENT AND NON-FLYING DUTIES

25-1 TRANSFER TO MANAGEMENT, SENIORITY, AND RETURN TO THE LINE:

- .01 Management Pilots are Pilots on the PAL Airlines Pilot System Seniority List who are excluded from the bargaining unit as certified by the Canada Industrial Relations Board in its Certification Order Number 11480-U dated January 24, 2020.
- .02 Only Pilots on the PAL Airlines Pilot System Seniority List may be designated as a Management Pilot. Any Management Pilot hired from outside the bargaining unit shall be placed on the PAL Airlines Pilot System Seniority List in accordance with their Date of Hire as per Section 29 (SENIORITY).
- .03 The Company shall advise the Association of the names of any Management Pilots.
- .04 A current Management Pilot or another Pilot on the PAL Airlines Pilot System Seniority List who is promoted into a Management Pilot position as identified in Subsection 25-1.01 above shall continue to accrue seniority.
- .05 Nothing in this Agreement shall restrict the Company's right to transfer Pilots to Management Pilot duties with the Pilot's agreement. The Company reserves the right to remove Pilots from Management Pilot duties.
- .06 A Management Pilot who is employed with the Company may elect to return to line flying upon providing the Company with a minimum of ninety (90) Days' notice prior to their intended date of return. This notice may be waived by the Company. A copy of such notice shall be provided to the Association. A Management Pilot returning back to the line shall return to the Position they held prior to becoming a Management Pilot. If that Position is not available, they shall select any Position of their choosing, which shall not result in the Displacement of another Pilot.

25-2 MANAGEMENT PILOT MONTHLY FLYING AND DISPLACEMENTS:

- .01 Each Management Pilot is encouraged to fly regularly. Revenue flying by Management Pilots shall not exceed a pooled annual amount of six hundred (600) hours for all Management Pilots combined. This pool can be allotted at the Company's discretion amongst the Management Pilots as operationally required. Promotional and non-revenue flying may be flown by Management Pilots without limits.
- .02 Management Pilots shall not bid schedules.

- .03 The Company shall provide a record of all hours flown by Management Pilots to the Association at the end of each quarter.

25-3 VACATION TREATMENT FOR MANAGEMENT PILOTS:

- .01 When a Pilot becomes a Management Pilot, they will continue to accrue their annual Vacation Entitlement, but shall not bid for Holidays or Vacation Blocks.
- .02 A Management Pilot who returns to line flying shall select any available Vacation Blocks they are owed or work with Crew Scheduling to select mutually acceptable Vacation Blocks. Should there be insufficient options available or no mutually acceptable Vacation Blocks exist, the Pilot shall have the option to carry that Vacation Entitlement into the following year or be paid out in the current calendar year.

25-4 NON-FLYING DUTIES:

- .01 With the Pilot's agreement, the Company may select Pilots to perform administrative or other non-flying Duties.
- .02 Pilots who are performing administrative or other non-flying Duties for a full Bid Period shall not bid a schedule for the non-flying Bid Period. The Pilot shall be paid an average of the total credit hours of the three (3) Pilots on Active Status above and the three (3) Pilots on Active Status below that Pilot on the PAL Airlines Pilot System Seniority List for the applicable Bid Period.
- .03 A Pilot performing administrative or other non-flying Duties for less than a full Bid Period shall be removed from any necessary Pairings or Reserve and paid as if the Pilot had operated the Pairing or was on a RAP.
- .04 The Company shall provide the Association with a list of the Pilots performing administrative and non-flying Duties at the end of each quarter.

SECTION 26 MISCELLANEOUS FLYING

26-1 ROTATIONAL FLYING:

- .01 A Rotational Pilot is a Pilot that holds a Rotational Position that is bid on and awarded as per Section 16 (FILLING OF POSITIONS).
- .02 A Rotational Pilot's rotation will be scheduled based on operational requirements but shall not exceed six (6) weeks away from their residence.
- .03 The Company is responsible for Deadheading Rotational Pilots from and back to the commercially serviced airport that is closest to their residence.
- .04 Upon arrival at the rotational base, the Company will make arrangements for an automobile for the duration. The provisions of Subsection 18-4 (TRANSPORTATION) shall apply.
- .05 Accommodations shall be provided as per Subsection 18-3 (ACCOMMODATIONS). The Company will provide single-room, hotel/motel or condo/apartment rental accommodations to Pilots on rotation. Accommodations will include space for Pilots to store personal belongings and access to laundry facilities. Accommodations will be cleaned in between rotations. If washroom facilities are shared, the Company will allocate an additional hour to their off-Duty time, if required.
- .06 Pilots on rotation will be paid daily per diems as per Subsection 18-1 (PER DIEMS).
- .07 Pilots on rotation will be paid and reimbursed expenses as per Subsection 18-2 (EXPENSES).
- .08 Rotational Pilots shall be paid out their Vacation Entitlement as per Subsection 11-1 (VACATION ENTITLEMENT), on each pay.
- .09 Training for Rotational Pilots will be scheduled during their rotation. In exceptional circumstances, should the Company be unable to schedule training for Rotational Pilots during their rotation, Rotational Pilots will be paid for training conducted on scheduled Days Off.

26-2 NEW TYPES OF FLYING:

The Company and the Association agree that the Company now engages in the following types of flying as per the Company Operations Manual: revenue, non-revenue (including but not limited to training, maintenance, ferry, positioning, test, and publicity), scheduled, unscheduled, passenger, cargo, and charter flights. The Company shall consult with the Association prior to commencing a new type of flying.

26-3 MAINTENANCE FLIGHTS:

The Company will establish a group of trained and qualified Pilots who will act as Flight Crew Members to perform maintenance acceptance flights, including heavy maintenance and for any modifications that require testing.

SECTION 27
MISSING/HIJACKING/INTERMENT/HOSTAGE/PRISONER OF WAR

27-1 GENERAL:

- .01 No Pilot will be forced by the Company to operate or train in any area excluded from coverage under the Company insurance policies or indemnity.
- .02 Any Pilot who, while engaged in the Company's operations is reported missing, or is interned, captured, held as a hostage, or as a prisoner of war, shall continue receiving all compensation, seniority, benefits, and privileges until the Pilot is able to resume work, the Pilot's death is established in fact or the death is reasonably presumed to have occurred.
- .03 Where a reasonable presumption of death exists, the Company shall co-operate with the Pilot's estate to assist in providing information to benefit providers regarding pay-out of life insurance to the Pilot's designated beneficiaries.
- .04 Any compensation paid a Pilot in accordance with the provisions of this Section 27 shall not be required to be returned even if it later becomes established that such payments were made after the death of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.

SECTION 28
FLIGHT SAFETY, ACCIDENTS/INCIDENTS, FLIGHT DATA

28-1 INCIDENT OR ACCIDENT NOTIFICATION:

The Association will be notified by the Company of any Transportation Safety Board of Canada (TSB) reportable incident or accident involving a Pilot.

28-2 PILOT HELD OUT OF SERVICE:

- .01 Where a Pilot is involved in an incident or accident related to the operation of an aircraft while on Duty, the Company may hold the Pilot out of service, pending the outcome of any investigations into the incident or accident undertaken by the Company, Transport Canada, the TSB or any other investigative body with appropriate jurisdiction.
- .02 A Pilot held out of service as per Subsection 28-2.01 above, shall be paid and credited for any scheduled Pairing(s) or Reserve missed. If the Pilot is held out of service into subsequent Bid Periods, the Pilot shall be paid the Minimum Monthly Guarantee.

28-3 INCIDENT AND ACCIDENT INVESTIGATIONS:

- .01 In cases involving an aircraft incident or accident related to the operation of a Company owned or operated aircraft while on Duty, outside of the initial requirement to report the event to Dispatch, a Pilot shall not be required to provide a written statement or be interviewed by the Company for a period of twenty-four (24) hours following the incident or accident unless:
 - a. They have had the opportunity to have an Association representative at the interview or consult with the Association prior to submitting a statement; and
 - b. They have been afforded the opportunity to seek medical treatment from a medical professional.
- .02 Notwithstanding anything in this Section 28, to the extent feasible, a Pilot, along with an Association representative may discuss the event with designated Company representative(s) prior to providing any statement or meeting with any representative(s) from Transport Canada, the TSB or any other investigative body with appropriate jurisdiction.
- .03 Unless prohibited by law, throughout any Company investigation pursuant to this Section 28, the Pilot involved and/or their Association representative(s) may, upon request, and in conjunction with the designated representative(s) of the Company, review information in relation to the incident or accident.

28-4 INVESTIGATION PARTICIPATION:

- .01 The Company shall grant immediate Association release for one (1) Pilot designated by the Association to participate in any Company owned or operated aircraft accident investigation if invited by the TSB (or anticipated by both the Company and the Association to be invited) to participate through the party process of any investigative body with appropriate jurisdiction.
- .02 A Pilot requested or required by the Company or an appropriate investigating body with jurisdiction to participate in an aircraft accident investigation involving Company aircraft shall do so without loss of pay. Should a Pilot be required to travel, the Company shall provide positive space travel at no cost to the Pilot.

28-5 AIRCRAFT ELECTRONIC RECORDING AND REPORTING DEVICES:

- .01 The term “Data Recorders” shall mean any electronic recording and reporting devices of any kind, including but not limited to the Cockpit Voice Recorders (CVR), Flight Data Recorders (FDR), ACARS, ICAS, FMS, Video Recorders, Quick Access Recorders (QARs), SkyTrak, or any other recording device installed on a Company owned or operated aircraft or able to transmit such information to another device.
- .02 The Company’s Vice President of Flight Operations shall advise the MEC Chair when information is downloaded from a Data Recorder and shall provide the Association with a copy of all downloaded data in a readable format.
- .03 The Parties recognize that information from Data Recorders can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident reconstruction. However, it is agreed that information obtained from Data Recorders will not be used:
 - a. By the Company to monitor individual Pilot judgment, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the Association.
 - b. By the Company in any disciplinary or discharge action proceedings of any kind against any Pilot except when required by law, no information or data derived, developed or obtained from a Data Recorder will be used by the Company, a Pilot, or the Association in any civil, administrative, penal, criminal, disciplinary, discharge or termination action or proceeding of any kind. In such circumstances, the Company shall provide the Association with notice of such request and cooperate in any attempts by the Association to oppose the request for access to such data or information.

- .04 The Company shall notify the Association if additional Data Recorders will be installed on Company owned or operated aircraft.
- .05 The Company shall make every reasonable effort to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- .06 The Company shall not release any data from Data Recorders to either the public or news media without the prior approval of the Association.
- .07 The Company will continue to implement its Flight Data Management (“FDM”) Program and commits to continue to work with the Association regarding such program, which will include finalizing an agreement between the Parties for inclusion as Appendix I in the FDM Manual.

SECTION 29 SENIORITY

29-1 PILOT SENIORITY LIST:

- .01 The Company shall maintain an updated seniority list for Pilots known as the PAL Airlines Pilot System Seniority List. By the last day of each calendar quarter, the Company shall post a copy of the seniority list in the Company's Electronic Flight Bag ("EFB"), brought up to date to include changes or additions which have occurred since the posting of the previous list.
- .02 The seniority list shall list the seniority of each Pilot by name, Rank, Permanent Base, Date of Hire and Equipment type of all Pilots employed by the Company regardless of whether they are on a leave of absence. The seniority list shall list Rank, Permanent Base, and Equipment type, but Date of Hire shall be used to assign the primary placement on the seniority list.
- .03 Except as otherwise provided in this Agreement, seniority shall begin to accrue from a Pilot's Date of Hire and shall continue to accrue during such period of service.

29-2 CORRECTIONS TO THE SENIORITY LIST:

- .01 A Pilot shall have thirty (30) Days following publication of the seniority list to contest, in writing dispute via email to the Chief Pilot with a copy to the Manager of Human Resources and the Association, any alleged error or omission related to such Pilot. If a Pilot is on leave at the time the seniority list is published, they shall have thirty (30) Days from their return to work to submit a written dispute via email to the Chief Pilot with a copy to the Manager of Human Resources and the Association.
- .02 The Chief Pilot will issue their decision in writing to the Pilot within fifteen (15) Days of receiving the written dispute with a copy to the Association.
- .03 A Pilot may not contest the same identical alleged error or omission twice.
- .04 New alleged errors or omissions to the seniority list may be contested when a subsequent seniority list is posted. Typographical errors, however, may be corrected at any time.
- .05 Before filing a Grievance, a Pilot must first follow the process delineated in Subsection 29-2 above. The timelines for filing a Grievance will begin to run from the date the Pilot receives a decision in writing from the Chief Pilot.

29-3 ASSIGNMENT OF SENIORITY NUMBERS:

- .01 On this Agreement's Date of Signing, all Pilots shall hold the same seniority they held on the day prior including:
 - a. A Pilot who is in the bargaining unit as defined in Subsection 0-2 (ASSOCIATION RECOGNITION); and
 - b. A Management Pilot as defined in Subsection 25-1 (TRANSFER TO MANAGEMENT, SENIORITY, AND RETURN TO THE LINE).
- .02 When two (2) or more Pilots have the same Date of Hire, their relative standing on the seniority list shall be based on a lottery draw. The Association will conduct the lottery draw in the presence of the affected Pilots.

29-4 APPLICATION OF SENIORITY:

Unless otherwise specified in this Agreement, and subject to law, regulation and Company minimum required qualifications, a Pilot's seniority shall govern the rights between Pilots in the awarding of Positions, Permanent Base transfers, new Equipment, involuntary transfers, layoff(s), bumping, recall(s), Vacation/Holiday Blocks, the awarding of Bid Period schedules, and other rights expressly provided for in this Agreement.

29-5 LOSS OF SENIORITY:

- .01 A Pilot shall lose Seniority only in the following instances:
 - a. Resignation;
 - b. Retirement;
 - c. Dismissal;
 - d. Layoff exceeding two (2) years;
 - e. They refuse recall/bypass, in accordance with Section 19 (LAYOFF AND RECALL); and
 - f. They fail to return to work in response to a notice of recall.
- .02 When a Pilot resigns, the Pilot must submit written notification to the Company. The Company, upon receipt of a Pilot's resignation, shall forward a copy to the Association.

SECTION 30 DEDUCTION OF DUES

30-1 DEDUCTION OF DUES AND ASSESSMENTS:

- .01 The Company shall, on a semi-monthly basis deduct Association dues and authorized assessments from wages due and payable to all Pilots within the scope of this Agreement.
- .02 The amount to be deducted shall be equivalent to the regular dues rate of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues or properly authorized assessments of the Association in accordance with its Constitution and Bylaws.
- .03 If the wages payable to a Pilot are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the Pilot's wages by the Company in that pay period. If a Pilot does not have sufficient wages payable to them in that semi-monthly pay period, the Company shall not carry forward and deduct from any subsequent wages the dues not deducted in a pay period.
- .04 The amount of dues and assessments deducted from wages shall be remitted by the Company to the Association not later than thirty (30) Days following the pay period in which the deductions were made. Each year, within sixty (60) Days following the issuance of T4s, the Company shall provide the Association with a report in electronic format of each Pilot's earnings, statutory deductions, dues, and assessments on an annual basis.
- .05 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. In the event of an error in the amount of any deduction of dues or assessments from a Pilot's wages the Company shall adjust it directly with the Pilot. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in the subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Subsection 30-1.05 shall terminate at the time it remits payment to the Association.
- .06 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section 30, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that, if at the request of the Association, legal fees are incurred, these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payroll.

SECTION 31 GENERAL

31-1 ASSOCIATION BUSINESS:

.01 General:

- a. The MEC Chair will notify the Company in writing when a Pilot is elected or appointed to fill an MEC position including the position's term.
- b. The Company will provide Pilots time off to perform Association business in relation to PAL Airlines Pilots or attend Association sponsored events ("Association Flight Release" or "AFR") in accordance with this Subsection 31-1, and the Association shall reimburse the Company for all such costs as per Subsection 31-1.05 below, except as provided in Subsection 31-1.03 below.
- c. Pilots in training will not be provided with AFR. A Pilot on AFR shall be responsible for completing Company-assigned training and maintaining currency. The Company may waive this provision in writing and will be responsible for any costs associated with requalifying the Pilot.
- d. If the Company specifically requests in writing the attendance of an Association representative at a meeting where their attendance is determined by the Company to be necessary as a result of their role with the Association, the Company shall compensate the Pilot for the value of any lost Pairing, Reserve, or Day Off (with WDO pay), as applicable, and shall not issue an invoice to the Association for that time.

.02 Request for Time Off Process:

- a. The MEC Chair shall submit requests via email for AFR to the Crew Planning Supervisor.
- b. By September 1 of each year, the Association shall provide the Crew Planning/Crew Scheduling Manager with the forecasted number of flight release hours or Days per Bid Period for the upcoming year broken down by Pilot and Position, to the extent known, for the purposes of Company planning. The forecasted flight release hours for Association events are as follows:

Event	Anticipated Month	Releases	Maximum # of Pilots Released
Spring/Summer Executive Board	April or May	MEC Chair and Vice Chair (or designates)	2
Fall/Winter Executive Board	September or October	MEC Chair and Vice Chair (or designates)	2
Bi-Annual Board of Directors	Even year Octobers; every two years	MEC Chair, Vice Chair, Secretary/Treasurer and Captain and First Officer Representatives from each Local Executive Council	5
Canada Board First Meeting	Normally first quarter of each year	MEC Chair and Vice Chair (or designates)	2
Canada Board Second Meeting	Normally August or September	MEC Chair and Vice Chair (or designates)	2

- c. By the 30th of each Bid Period, the MEC Chair shall provide the Crew Scheduling/Crew Planning Manager with all known AFR requests for the upcoming Bid Period. For example, AFR requests must be submitted by January 30th for March. Pilots who are making AFR requests shall not submit a bid to fly for those dates. The Company will assess its staffing needs for the Day(s) requested and if sufficient staffing for the requested Day(s) exists, the Company will approve the time off and place the appropriate code on the Pilot's schedule depicting the Days of Association business. If the Company cannot approve the request, it shall provide the MEC Chair with a reason for the denial and the Company and the Association can discuss possible alternative solutions such as moving the AFR Day(s) to another date.
- d. In instances where the Association could not have anticipated the AFR requirement, the MEC Chair may submit the request to the Crew Scheduling/Crew Planning Manager. The Company will assess its staffing needs for the Day(s) requested and if sufficient staffing for the requested Day(s) exists, Crew Scheduling will approve the time off and place the appropriate code on the Pilot's schedule depicting the AFR. If the Company cannot approve the request, it shall provide the MEC Chair with a reason for the denial and the Company and the Association can discuss

possible alternative solutions such as moving the AFR Day(s) to another date.

.03 AFR Credit Bank:

- a. On January 1st of each year, the Company shall allocate to the Association a deposit of three hundred (300) credit hours to the AFR credit bank. The maximum number of credit hours in the AFR credit bank shall not exceed six hundred (600). Any AFR in excess of this shall be reimbursed to the Company in accordance with Subsection 31-1.05 below.
- b. A Pilot utilizing AFR under Subsection 31-1.03 shall be paid four (4) credits for AFR. A Pilot on AFR in accordance with Subsection 31-1.04 shall be paid the value of their assigned Pairings or Reserve.
- c. Any flying performed by a Management Pilot to cover AFR under this Subsection 31-1 shall not be included in the total annual number of hours provided in Subsection 25-2.01 (MANAGEMENT PILOT MONTHLY FLYING AND DISPLACEMENTS).

.04 Allotment of AFR for MEC Officers and Contract Negotiations:

- a. The Company shall permit the full- or part-time Bid Period flight release of the MEC Chair. Additionally, up to three (3) additional Pilots shall be released on a full- or part-time regular and ongoing basis for the period of contract preparation, negotiations, ratification, and implementation. The MEC Chair or a designate shall notify the Company of the names of the three (3) Pilots required for each Month through the process provided in Subsection 31-1.02.c.
- b. The Pilots identified in Subsection 31-1.04.a above shall be compensated at an amount determined by the Association, which shall be reimbursed to the Company in accordance with Subsection 31-1.05 below.
- c. Any Pilot on AFR in accordance with this Section may volunteer for and be assigned additional Open Time during a Bid Period in accordance with Section 6 (SCHEDULING) provided that it does not violate Duty time limits under the CARS.

.05 Reimbursement to the Company

- a. The Company shall provide the Association with a detailed invoice of each Bid Period's AFR no later than forty-five (45) Days following the Bid Period in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain:

- i. name(s) of the Pilot(s);
 - ii. the date(s) such Pilot(s) was on AFR;
 - iii. the number of credit hours the Pilot(s) missed while on AFR;
 - iv. A copy of the Pairing and schedule for the Pilot receiving AFR, if applicable;
 - v. The Pilot(s)' nominal hourly rate(s); and
 - vi. The amount to be reimbursed to the Company that is not offset by the AFR credit bank provided in Subsection 31-1.03 above.
- b. The Association will reimburse the Company within forty-five (45) Days from the receipt of the submitted invoice and copies of the Pilots' Original Schedule for the costs incurred when granting Pilots time off pursuant to this Agreement. Said costs shall include a twenty-two percent (22%) premium to cover benefits and administrative expenses.

.06 Travel Costs:

When an Association representative is required to travel for meetings requested by the Company, they shall be entitled to free positive space travel if the Company has scheduled service between the two (2) cities the Association representative is travelling between.

31-2 COMMUTING:

.01 Pilot Responsibilities:

- a. Pilots choosing to commute are responsible to fulfill their job requirements and are expected to report for Duty as scheduled, fully rested and fit for Duty. Commuting Pilots must comply with the CARS.
- b. A commuting Pilot shall comply with the following:
 - i. The commuting Pilot must have a minimum of a primary and secondary flight, both of which are scheduled to arrive no less than thirty (30) minutes prior to the Pilot's Report Time.
 - ii. There must be adequate time to board the secondary flight if the attempt to fly on the primary flight is unsuccessful.
 - iii. There are open seats twenty-four (24) hours prior to departure, which do not include the Flight Deck Observer Seat.

- c. The Pilot will inform Crew Scheduling as soon as possible if they are unable to commute via the primary flight and:
 - i. The secondary flight is delayed and they will be unable to show for the original Pairing's Report Time; or
 - ii. The Pilot is unable to commute on the secondary flight; and
 - iii. In such instances, the Company may, but is not obligated to, provide the commuting Pilot with a positive space flight on Company aircraft.

.02 Pilots Unable to Report for Duty:

- a. Pilots who comply with their Pilot Responsibilities as provided in Subsection 31-2.01 above, and who are unable to report for Duty shall not be subject to discipline.
- b. In the case of a commuting Pilot failing to report for Duty, Crew Scheduling will designate the absence as a "No Show" and the credits of the missed Pairing or Reserve shall be removed. Crew Scheduling may place the Pilot back on their original Pairing, assign another Pairing, or place the Pilot on Reserve provided it does not further impact the Pilot's original schedule, and the Pilot shall be credited for any new Pairing or Reserve.

31-3 COMPANY POLICIES:

When the Company updates any Company document (e.g., rules, regulations or policies), the Company shall notify the Pilots of the specific changes in a timely fashion. Pilots continue to be subject to Company policies, rules, regulations, and manuals applicable to Pilots provided they do not conflict with this Agreement. The Association reserves the right to grieve the reasonableness of rules, regulations and policies when applicable to Pilots in actual cases.

31-4 ELECTRONIC FLIGHT BAG:

.01 Issuance and Replacement of the Electronic Flight Bag (EFB):

- a. The Company shall issue an EFB that complies with Transport Canada standards (AC No. 700-020) and provide a Company login to every Pilot on Active Status. Subject to Subsection 31-4.01.g. below, there shall be no cost to the Pilot for use of the EFB.
- b. Every Pilot is responsible to report for work with the EFB that is issued to them.

- c. A Pilot shall have a passcode to protect Company information on the EFB and shall not provide their passcode or the EFB to any other person other than a representative of the Company for the purpose of repair or replacement.
- d. An EFB issued to a Pilot remains the property of the Company. The information and data provided by the Company through its proprietary or licensed applications is considered Company property and such data may be monitored, replaced, updated or deleted by the Company.
- e. If an EFB is unable to be updated or otherwise not operational, the Pilot shall advise the Chief Pilot and return the device and the Company shall arrange for a replacement device.
- f. In the event a Pilot loses their EFB or it is stolen, they shall immediately report the incident to the Chief Pilot, and comply with any requests such as filing a police report. The Company shall issue a replacement for the lost or stolen EFB.
- g. A Pilot will not, except in the case of gross negligence or willful misconduct, be liable for any expense directly associated with a lost, stolen or damaged EFB.

.02 Use of the EFB by Pilots:

- a. The Company acknowledges and agrees that a Pilot may utilize their EFB for personal use provided that the personal use does not impact on the business use. Any information, data, etc., from such personal use is the Pilot's own personal property and shall be private and confidential.
- b. Prior to a Pilot returning the EFB to the Company for repair they shall remove all personal information and data.

.03 Use of EFB Data by the Company:

- a. The Company shall not utilize the Mobile Device Management (MDM) or Device Enrollment Program (DEP) or any other programs for the purpose of:
 - i. collecting data (including audio or video recordings);
 - ii. documenting or monitoring the device's internet or browsing history;
 - iii. monitoring any non-Company applications installed by the Pilot for personal use; and

- iv. remotely erasing data except in the case of a device that has been reported lost, stolen, or is not returned upon the Pilot's separation from the Company.
- b. The Company will not acquire or utilize location or tracking data from the EFB unless the device has been reported lost or stolen, or there is a bona fide and immediate concern for the safety and well-being of the Pilot. The Vice President of Flight Operations will contact the MEC Chair prior to utilizing this provision for the purpose of substantiating that there is a bona fide and immediate concern for the safety and well-being of the Pilot, but if the Company is not able to reach the MEC Chair, the Company may proceed to attempt to locate the Pilot using the EFB.
- c. The EFB software will permit a Pilot to erase the entirety of their personal applications, data or other materials at any time.
- d. Information or data on an EFB, or transmissions from an EFB including, but not limited to, audio or video recordings, will not be used against a Pilot in any manner for purposes of discipline.
- e. Other than as provided in Subsection 31-4.03.b. above, and except as may be required by law, the Company will not use the EFB to determine, monitor, or track a Pilot's location for any purpose including, but not limited to, disciplinary purposes.
- f. Except as provided elsewhere in this Agreement, the EFB will not be used to notify Pilots of scheduling changes.

.04 Return of the EFB During Leave and End of Employment:

- a. Pilots who are on a leave of absence or otherwise absent from work exceeding six (6) Months shall return their EFB to the Company.
- b. A Pilot shall return the EFB to the Company no later than seven (7) Days of the date that their employment ends. If a Pilot fails to return the EFB within seven (7) Days, the Company shall deduct the value of the EFB from the Pilot's final payroll deposit and the Pilot shall make arrangements with the Company to re-pay the balance owing. Such remaining value is determined by the market value of the Pilot's EFB using the average of three (3) vendors that purchase used EFB devices, provided the Pilot was assigned a new EFB.
- c. At the end of employment, a Pilot shall return their EFB to factory settings or provide necessary passwords so the Company may access the device. Any personal information left on the EFB shall be deleted by the Company.

- d. The Company will create and maintain a folder on each Pilot's EFB to hold this Agreement and any amendments to the Agreement. The Company will also create an "ALPA" folder on each Pilot's EFB for the Association to provide the Company with folder materials to upload that are mutually agreed upon which may include, but is not limited to, ALPA safety updates, Flight Deck Observer Seat agreements, seniority lists, and scheduling information.

31-5 FORMAT AND ISSUANCE OF THE AGREEMENT:

- .01 The format for this Agreement will be an electronic searchable pdf version with the Parties each retaining at least one signed original paper copy. Within sixty (60) Days of this Agreement's Date of Signing, the Company will make available an approved electronic version of the Agreement on CrewWeb and the EFB and any amendments or memoranda of agreement.
- .02 This Agreement shall supersede all previous agreements, including but not limited to letters of agreement, memoranda of agreement, or similar documents or individual agreements (including individual employment agreements) that were executed or applied prior to the effective date of this Agreement, unless such agreements or their terms and conditions are specifically incorporated into this Agreement.
- .03 Any amendments to this Agreement shall constitute part of the Agreement between the Parties. Any amendments to this Agreement or individual agreements on working conditions that differ from or are not provided for in this Agreement must be executed in writing by the President of the Association, MEC Chair and the Vice President of Flight Operations.

31-6 JOINT OH&S COMMITTEE:

The Company agrees to incorporate at least one (1) Pilot in the Company Joint Occupational Health and Safety Committee.

31-7 LEGAL:

- .01 Defence and Counsel:

The Company shall hold harmless, indemnify and provide legal counsel for any Pilot in the employ of the Company if the Pilot is named as a defendant, or subpoenaed as a witness, by a claimant in legal proceedings arising out of any act or omission of such Pilot occurring during the performance of any required or requested duties in the service of the Company, provided the Pilot is acting within the course and scope of such duties. This provision shall not apply to acts or omissions that are the result of willful misconduct or gross negligence.

.02 Pilots Costs:

A Pilot shall not be required to pay damage costs to airplanes or other equipment damaged in the performance of the Pilot's Duties. Additionally, no Pilot shall be required to pay for the use of any Company or third-party vendor's equipment used in training required by the Company.

.03 Liability Insurance:

The Company shall maintain policies of insurance covering airline liability, to include war and terrorism risks and to the extent that such risks are normally insured in the airline industry. Such policies of insurance shall include a definition of "insured" that includes an employee. Each of the insured under the policies will be considered as a separate person or organization with the intention being to protect each person or organization as if a separate policy had been issued to each Pilot.

.04 Estate Settlement:

Any payment owing by the Company under this Agreement to a Pilot who is deceased may be made by the Company to the Pilot's estate in accordance with the applicable law.

31-8 NEW EQUIPMENT TYPES:

.01 The hourly pay rates specified in this Agreement only apply to the Equipment types currently operated by the Company. If the Company intends to introduce a new Equipment type to its fleet, notice shall be provided to the Association at least sixty (60) Days prior to the date upon which the new Equipment type will enter service. The application of rates of pay and working conditions for this new Equipment type will be the subject of negotiations between the parties.

.02 Negotiations between the Company and the Association shall begin within thirty (30) Days after a request for meetings has been made by either Party unless otherwise mutually agreed between the Company and the Association. No Vacancy posting for such new Equipment type shall be published before notification to the Association.

.03 If the Company and the Association cannot reach an agreement on the appropriate pay rates and working conditions, within thirty (30) Days, either party may submit the matter to arbitration in accordance with Section 23 (ARBITRATION). The arbitrator shall consider the Company's ability to pay, the size of the Company relative to other companies operating that Equipment type, the Company's headquarter location in Newfoundland and Labrador, and economic circumstances of the Province. The arbitrator may set wage rates for the new Equipment type that are either less than or more than rates for current aircraft.

- .04 Subsections 31-8.02 and 31-8.03 above, shall not prevent the Company from operating the new Equipment on the date provided to the Association pursuant to Subsection 31-8.01 provided that the Company establishes temporary pay rates and working conditions.
- .05 Pilot Vacancies for new Equipment Types will be posted in accordance with Section 16 (FILLING OF POSITIONS). Should the new Equipment type require type ratings not already held by Pilots, the Company may temporarily hire Pilots on a contract basis for up to six (6) Months or such time required to train and qualify current Pilots.

31-9 PILOT FILES:

- .01 A Pilot's personnel file is confidential and shall not be used outside the employment relationship, except as required by law. Pilot files shall be kept by Human Resources and shall be shared with other authorized Company representatives only as necessary.
- .02 All Pilot files kept by the Company on a Pilot shall, at the Pilot's request, be made available for examination in the presence of a member of management. If the Pilot chooses, an Association representative may also accompany and view such Pilot's file(s).
- .03 The Pilot shall be provided with a copy of any material of a negative or unfavourable nature contained within the Pilot's personnel file when placed in such file. A Pilot may respond to any material(s) contained within the personnel file. Such response shall be placed within the personnel file containing the material to which the response refers.
- .04 Upon request any material not related to technical competency shall be removed from a Pilot's personnel file(s) kept by the Company after two (2) years, provided that there is no reoccurrence of the same nature. Time off on layoff or leave of absence will not count towards the two (2) year period.
- .05 Any material older than two (2) years that is not related to technical competency shall be deemed inadmissible as evidence in any disciplinary proceeding provided there is no reoccurrence of the same nature.

31-10 PILOT INFORMATION:

The Company will maintain and provide access to an electronic logbook of all flight and Duty time for each Pilot.

31-11 RECORDING OF CONVERSATIONS:

Pilots shall contact Crew Schedulers on Company telephone lines during the hours of 06:00 and 19:00. The Company will use best efforts to record all telephone conversations between Pilots and Crew Schedulers on Company telephone lines but shall not be responsible when the technology malfunctions. These recordings will be retained for ninety (90) Days. In the event of a dispute, the Association may request that any recording(s) be kept until the dispute is resolved. Any such request shall not be unreasonably denied.

31-12 RESTRICTED AREA IDENTIFICATION CARD:

- .01 Where a Pilot's security clearance or RAIC is suspended, revoked, or denied renewal, the Parties may reasonably assist the Pilot in attempting to obtain the re-issuance of the security clearance or RAIC.
- .02 It is the responsibility of each Pilot to apply for a RAIC card at least six (6) Months prior to its expiry. To assist in this process, the Company shall make the requisite forms and authorizations available to each Pilot prior to the six (6) Month expiry.

31-13 TRAVEL PRIVILEGES AND FLIGHT DECK OBSERVER SEAT ACCESS:

- .01 Pass Travel:
 - a. A Pilot and their Immediate Family shall be permitted travel privileges pursuant to the Company Travel with PAL Airlines Policy.
 - b. A Pilot may submit a request to the Chief Pilot for free transportation, on a positive space basis, to any Pilot or their immediate family requiring transportation for compassionate reasons.
 - c. In the event of a Pilot's death, for a period of six (6) Months, the Pilot's immediate family shall be eligible for travel benefits pursuant to the Company Travel with PAL Airlines Policy.
- .02 Flight Deck Observer Seat Access:
 - a. Access to the Flight Deck Observer Seat shall be reserved for Company training and Transport Canada in flight inspection or training.
 - b. If the Flight Deck Observer Seat is not being used for training or Transport Canada in flight inspection or training, and subject to the final authority of the Captain, Company Pilots and employees will have access to the seat in accordance with the Company Operations Manual, CARS and all applicable security requirements or regulations.

- c. Pilots on Active Status who are commuting to work will be afforded first standby access to the Flight Deck Observer Seat where there is no seat available in the passenger cabin.

.03 Flight Deck Observer Seat Travel:

- a. Pilots may travel on PAL Airlines scheduled flights on a space available basis and shall only be required to pay taxes and fees as required by law. Pilots may either sit in the back or subject to Subsection 31-13.02.b above may use the Flight Deck Observer seat. Pilots must adhere to Company Dress Code requirements while travelling.
- b. Pilots may travel on other airlines under the terms of the reciprocal Flight Deck Observer Seat agreements that the Company, in consultation with the Association, has negotiated with other airlines, which may change from time to time, and shall conform to standards set forth in those agreements.

31-14 WRITTEN DIRECTION:

Any notice of layoff, award of Position, upgrade, demotion, change in Permanent Base, discipline or dismissal to a Pilot shall be made in writing.

SECTION 32 TERM

32-1 GENERAL:

- .01 The term of this Agreement shall be for a period of three (3) years, from September 1, 2022 to October 1, 2025.
- .02 In accordance with s. 49(1) of the Canada Labour Code, either party may, within the period of four months immediately preceding the date of expiration of the term of the collective agreement, by notice, require the other party to the collective agreement to commence collective bargaining for the purpose of renewing or revising the collective agreement or entering into a new collective agreement.
- .03 The Parties have signed this Agreement on September 12, 2022.

For: PAL AIRLINES LTD.



Calvin Ash
President

For: the AIR LINE PILOTS ASSOC.,
INT'L



Joseph G. DePete
President

WITNESSES:



Shawn Keats
Vice President of Flight Ops.



Lisa Sparkes
Senior Vice President of
Human Resources



Conrad Reid
MEC Chair



Mike Hanrahan
Negotiating Committee Chair



Scott Pike
Negotiating Committee Member



Darrell Pye
Negotiating Committee Member



Leigh Kenington
Negotiating Committee Member

**LETTER OF AGREEMENT #1
BETWEEN
PAL AIRLINES LTD.
and the Pilots in the service of
PAL AIRLINES LTD.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

JOINT IMPLEMENTATION/RESOLUTION COMMITTEE

This Letter of Agreement is made and entered into pursuant to the *Canada Labour Code*, as amended, by and between PAL Airlines Ltd. (hereinafter referred to as the “Company”) and the Pilots in the service of the Company, as represented by the Air Line Pilots Association, International (hereinafter referred to as the “Association” and collectively referred to as the “Parties”).

WHEREAS, the Company and the Association have reached a tentative agreement on the Pilot Collective Agreement, (hereinafter referred to as the “CA” or “Agreement”); and

WHEREAS, the parties recognize that beneficial reasons exist for implementing the Agreement in an orderly and expeditious manner commencing with its agreed upon Date of Signing;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The parties recognize that the process of implementing the Agreement will benefit significantly by the cooperative efforts of representatives of both parties, and by the establishment of an orderly and expeditious process for resolution of questions and disputes regarding the interpretation and application of the Agreement. Therefore, it is agreed that a Joint Implementation/Resolution Committee (the “JIR Committee”) will be established to serve for the first six (6) full months following the Date of Signing of the Agreement. The JIR Committee will serve to facilitate the implementation process, including but not limited to assisting in the development of software modifications (if applicable), discussing any unforeseen problems, and the resolution of disputes regarding the interpretation and application of the Agreement. Disputes and questions regarding scheduling, hours of service limitations, Position vacancy/displacement bids, filling of positions, and compensation calculations, or any other questions relating to the interpretation or application of the Agreement will be submitted to the JIR Committee. This initial diversion from the grievance process will only apply to Non-Disciplinary Grievances of the type just described and will only apply until midnight, six full months following the Date of Signing of the CA (JIR Committee Expiration Date). It is understood that the Parties’ agreement to this initial diversion process does not relieve the Company from its obligation to adhere to the terms of the Agreement.
2. The JIR Committee will be comprised of up to three (3) Company representatives (with crew scheduling authority and payroll authority), and up to three (3) Association representatives

who were directly involved in the negotiation of the Agreement. Up to two (2) additional Company and two (2) additional Association representatives (including Association staff members) may be considered "Friends of the JIR Committee" who may be needed for implementation or administration purposes but will not have a voting or controlling position on the JIR Committee.

3. When an issue described in paragraph 1, above arises prior to JIR Committee Expiration Date, the first step will be, in the case of an hours of service or scheduling issue, for the individual Pilot and Crew Scheduler to discuss the matter in an attempt to resolve it without the delay of any flight. Unless performing the disputed assignment will result in an unsafe operation or violate a CAR, the normal "fly then grieve" rules will apply and the Pilot will fly the Pairing and thereafter resolve the dispute through the process set forth in this Letter of Agreement. If the matter is not resolved between the Pilot and the Crew Scheduler, they will jointly (if possible) or separately (if not possible) document the issue and submit it promptly to the JIR Committee. If the issue arises on a filling of a position, displacement or reduction bid, the Pilot will attempt to resolve the matter directly by discussion with the Company's Scheduling Department, but if not resolved, they will jointly (if possible) or separately (if not possible) document the issue and submit it promptly to the JIR Committee. If the issue arises on any other matter, the Pilot will attempt to resolve the matter directly by discussion with the Chief Pilot, but if not resolved, they will jointly (if possible) or separately (if not possible) document the issue and submit it promptly to the JIR Committee. After the JIR Committee Expiration Date, disputes will be resolved in accordance with Section 22 (GRIEVANCE PROCEDURE) of the Agreement.
4. The sole remedies prior to JIR Committee expiration date will be to correct pay, correct an awarded Position vacancy, displacement or reduction bid, and/or, if mutually agreed to by the Company and the Association members of the JIR Committee, to grant compensatory time off for a harmed Pilot. The JIR Committee will document all decisions as to the meaning of the Agreement and educate the Pilots and relevant Company personnel on its decisions. If the JIR Committee cannot reach agreement as to the meaning or application of the Agreement within 30 calendar days of an issue coming to the attention of the JIR Committee (or longer if mutually agreed), then each unresolved issue must be filed as a separate grievance within 30 days of the JIR Committee expiration date and such filings will comply to the requirements of Section(s) 22 (GRIEVANCE PROCEDURE) of the Agreement. The parties may mutually agree to resolve disputes under this Agreement via mediation-arbitration.
5. This Joint Implementation/Resolution Committee Letter of Agreement will be effective as of the date signed and will remain in full force and effect concurrent with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Joint Implementation/Resolution Committee Letter of Agreement on this September 1, 2022.

For: PAL AIRLINES LTD.

For: THE AIR LINE PILOTS
ASSOC., INT'L



Captain Shawn Keats, Vice President
Flight Operations

Captain Joseph G. DePete, President

Mr. Conrad Reid, Chair
PAL Airlines Master Executive Council

LETTER OF AGREEMENT #2
BETWEEN
PAL AIRLINES LTD.
and the Pilots in the service of
PAL AIRLINES LTD.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

IMPLEMENTATION SCHEDULE AND FURTHER AGREEMENTS

This Letter of Agreement is made and entered into pursuant to the *Canada Labour Code*, as amended, by and between PAL Airlines Ltd. (hereinafter referred to as the “Company”) and the Pilots in the service of the Company, as represented by the Air Line Pilots Association, International (hereinafter referred to as the “Association” and collectively referred to as the “Parties”).

WHEREAS, the Company and the Association have reached a tentative agreement on the Pilot Collective Agreement, (hereinafter referred to as the “CA” or “Agreement”); and

WHEREAS, the parties recognize that beneficial reasons exist for implementing the Agreement in an orderly and expeditious manner commencing with its agreed upon Date of Signing;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Implementation Dates:

The Parties’ first CA will be implemented according to the following schedule:

Section/Subsection	Provision	Effective Date
O – Preamble	All	Date of Signing
1 – Scope	All	Date of Signing
2 – Definitions	All	Date of Signing
3 – Compensation		Implementation of new pay tables and retro pay: Pilots will continue to be paid IAW their current position on the current pay scale until full implementation of credit system (Dec. 1). However, Retroactive to August 1, pilots will receive an additional payment equal to the

		<p>delta between their monthly salary at their old rate and the new rate included in the Collective Agreement. and 85 credits at their new credit rate. This will commence on the first pay period following ratification if possible, but no later than October 15th and for each month prior to full implementation of the credit system.</p> <p>In addition to the above, pilots will also retroactively be paid for any overtime flight hours at the delta between their current overtime and new overtime rates based upon the new hourly pilot pay rates contained in the CA. This will be effective for the same time period and paid as discussed above.</p> <p>Credit System Implementation: Full credit system implementation for December 1st (Schedule bid/build will take place during November for the December schedule.)</p> <p>Pilots will receive ½ of the December MMG on both December 15th</p>
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		and December 31st. Pilots will be paid for any credits earned over and above the December MMG on January 15th.
4 – Management Rights	All	Date of Signing
5 – Hours of Work	All	No later than November 1, 2022
6 – Scheduling	All	No later than November 1, 2022
7 – Reserve	All	No later than November 1, 2022
8 – Deadheading	All	No later than November 1, 2022
9 – Training	All	No later than November 1, 2022
10 – Uniforms	All	Date of Signing
11 – Vacation and Holidays	All	October 1, 2022
12 – Benefits and Pension	All	Date of Signing
13 – Pilot Health	All	Date of Signing
14 – Sick Leave	All	Date of Signing
15 – Leaves of Absence	All	October 1, 2022
16 – Filling of Positions	All	October 1, 2022
17 – Relocation	All	Date of Signing
18 – Per Diem, Expenses, Accommodations, and Transportation	18-1 Per Diems 18-2 Expenses 18-3 Accommodations 18-4 Travel	Date of Signing Date of Signing November 1, 2022 November 1, 2022
19 – Layoff and Recall	All	Date of Signing
20 – Investigations	All	Date of Signing
21 – Discipline and Discharge	All	Date of Signing
22 – Grievance Process	All	Date of Signing, but note that LOA-1 creates the JIR process for non-disciplinary disputes
23 – Arbitration	All	Date of Signing

24 – Training Pilots	24-1 Applications 24-2 General 24-3 Scheduling 24-4 Pay	Date of Signing October 1, 2022 No later than November 1, 2022 Date of Signing
25 – Management Flying	All	Date of Signing
26 – Miscellaneous Flying	All	October 1, 2022
27 – Missing and Internment	All	Date of Signing
28 – Flight Safety, Accidents/Incidents, Flight Data	All	Date of Signing
29 – Seniority	All	Date of Signing
30 – Dues	All	Date of Signing
31 – General		Date of Signing
LOA-1	All	Date of Signing

2. Section 12 – Benefits and Pension:

A. Short-Term Disability Program:

- i. The Parties agree that for the 2023 open enrollment period they will work together to continue refining a Short-Term Disability (STD) program to meet the Pilot group's concerns the Association will be consulted before the vendor is selected by the Company.
- ii. At a minimum, the Parties agree that the STD policy will provide a loss of license benefit. A Pilot's loss of license resulting from a medical or mental health condition shall be considered evidence that the Pilot is disabled under the std plan.
- iii. If other employee groups join the STD plan, the plan will be repriced, and the Pilots' costs of the current plan shall be adjusted accordingly.

B. Benefits Cost Sharing Analysis:

In order to ensure that the current benefits cost sharing as provided in Subsection 12-1.08 of the Agreement is being administered as contemplated, the Parties will discuss the current costs of all plans with appropriate third parties (e.g., insurance providers, benefits actuaries, etc.) in a timely manner. Should either party disagree with the outcome of these discussions, a mediator will be appointed to assist the parties to resolve any dispute.


3. Section 31 – General:

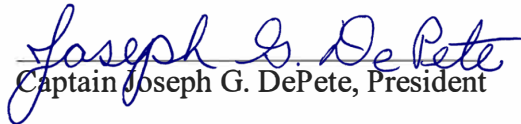
- A. In recognition of the role of the Association with respect to implementation of the first Collective Agreement between the Company and the Association, in addition to the AFR credit bank provided in Subsection 31-1.03, the Company shall provide an additional deposit of one hundred (150) hours which may be carried over if unused.
4. This Implementation Schedule and Further Agreements Letter of Agreement will be effective as of the date signed and will remain in full force and effect concurrent with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Joint Implementation/Resolution Committee Letter of Agreement on this September 27th, 2022.

For: PAL AIRLINES LTD.

For: THE AIR LINE PILOTS
ASSOC., INT'L


Captain Shawn Keats, Vice President
Flight Operations


Captain Joseph G. DePete, President


Mr. Conrad Reid, Chair
PAL Airlines Master Executive Council