

**AGREEMENT No. 01**

between

**PERIMETER AVIATION LP**

and

the Pilots in the employ of

**PERIMETER AVIATION LP**

as represented by the

**AIR LINE PILOTS ASSOCIATION INT'L**

Effective: 20 JUNE 2023 to 19 JUNE 2028

15225-02



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## **0 PREAMBLE**

### **0.1 COLLECTIVE AGREEMENT**

0.1.1 This Agreement is made and entered into by and between Perimeter Aviation LP., hereinafter referred to as the Company, and the Pilots in the employ of Perimeter Aviation LP., as represented by the Air Line Pilots Association, International, hereinafter referred to as the Association, ALPA, or the MEC. When referenced collectively the Company and the Association shall be referred to as the "Parties."

### **0.2 OBJECTIVES**

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

0.2.2 The Company, the Association and the Pilots recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position.

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

0.2.4 Pilots will keep uppermost in their minds that the safety, comfort and well-being of the customers who entrust their lives and property to them are their first and greatest priority.

0.2.5 Pilots will at all times conduct themselves, so as to instil and merit the confidence and respect of customers, the Company and their fellow employees.

### **0.3 OBLIGATIONS**

0.3.1 During the term of this Agreement, the Parties undertake to comply fully with procedures set out in this Agreement, and the Canada Labour Code, with respect to the peaceful settlement of disputes. The Association undertakes not to call for a strike or work stoppage and the Company undertakes not to engage in any lock-out.

0.3.2 There shall be no discrimination on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for membership in the Association or participation in Association functions and activities, nor for the proper exercise of a Pilot's rights, responsibilities, and obligations under the Canadian Aviation Regulations ("CARs").

#### **0.4 MANAGEMENT RIGHTS**

- 0.4.1 The Association acknowledges that it is the Company's exclusive responsibility to manage, direct and administer its affairs, business and employees, the specific provisions of this Agreement being the sole exception.
- 0.4.2 For greater certainty, but without limiting the generality of the foregoing, it is the Company's sole and exclusive right to hire, promote, discipline and discharge in order to maintain the safety and efficiency of its employees. It is understood that the methods to be followed, equipment to be used, location of facilities, the stations and offices, scheduling of flights, building of crew schedules, determining of flight assignments, the services of equipment, and the subcontracting of any of the above items are the sole and exclusive functions and responsibilities of the Company, unless otherwise specified in this Agreement.
- 0.4.3 The Company acknowledges that it shall exercise its management rights fairly, in good faith and in a manner consistent with this Agreement as a whole.

# **1 GENERAL SCOPE**

## **1.1 ASSOCIATION RECOGNITION**

- 1.1.1 In accordance with the Canada Industrial Relations Board Order No. 11378-U dated June 19, 2019, the Company shall recognize that the Air Line Pilots Association, International (ALPA), as the sole bargaining agent representing Pilots in its employ, has the power to bargain and conclude an Agreement with the Company.
- 1.1.2 This Agreement shall not cover the positions of Safety Compliance Officer, Pilot Training Manager, Assistant Chief Pilot, and all those above the rank of Assistant Chief Pilot in the employ of the Company, as identified in the above noted Canada Industrial Relations Board Order, unless otherwise specified in this Agreement.

## **1.2 FLYING OF COMPANY AIRCRAFT**

- 1.2.1 All Pilot Positions and all flying performed by or on behalf of the Company shall be occupied and performed by Pilots on the Perimeter Aviation Pilot System Seniority List (PSSL) 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.
- 1.2.2 Should an unusual situation arise where the Company requests that any flying listed in paragraph 1.2.1 above be performed by Pilots not on the Perimeter Aviation System Seniority List (PSSL), such flying shall only be so performed with the consent of the Association.
- 1.2.3 All flying in paragraph 1.2.1 above, with the exception of C-FAMF, shall be crewed by no less than two (2) Pilots from the Perimeter Aviation Pilot System Seniority List (PSSL).
- 1.2.4 Notwithstanding paragraph 1.2.1, the Company may Wet Lease (i.e., contract with another Company for the provision of an aircraft with crew) one (1) or more aircraft on a temporary basis, provided that such Wet Leases are:
  - a) necessary because of circumstances beyond the Company's control (e.g., weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.).
  - b) to evaluate or enter into new markets, or evaluate new aircraft on existing services where either no Pilots or no Company aircraft are available to complete the evaluation or new market entrance.
- 1.2.5 The duration of all wet leases in paragraph 1.2.4 above will be by mutual agreement between the Company and the Association. Prior to entering into such wet leases, the Company shall advise the Association.

- 1.2.6 Notwithstanding paragraph 1.2.1, the Company may 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.
- 1.2.7 Notwithstanding paragraph 1.2.1, the Company may 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.
- 1.2.8 No wet lease or Subcontract shall result in, either directly or indirectly, the layoff of Pilots or cause delay in a Pilot recall for those on layoff status.

### **1.3 OUTSIDE PROFESSIONAL FLYING**

- 1.3.1 Any OPF done outside of that scheduled/assigned by the Company which is performed by the Pilots whose names appear on the PSSSL shall be in accordance with the following:
- a) In order to perform OPF for hire or remuneration with another employer while employed at the Company, the Pilot must supply the Company with a written request providing the following information:
    - i) The name of the Company and contact information such as address, phone, email, and name of primary contact;
    - ii) Where the OPF flying will be performed such as, but not limited to communities, Provinces, Flight Training Units, and outfitters;
    - iii) the type of OPF;
    - iv) the estimated number of hours to be flown each day, week and month;
    - v) the duration of flying requested by the other Company.
  - b) The Company shall have the sole discretion to authorize or terminate at any time, all requests for OPF to be performed outside the Company, other than that done for recreational purposes as per the Agreement.
  - c) The Pilot may not fly commercially with another employer until he has received written authorization from the Chief Pilot or the Vice President of Operations. Once a Pilot receives approval from the Company for OPF, the Pilot shall provide a schedule of all planned OPF on a monthly basis. This schedule shall be amended by the Pilot as OPF is adjusted. The Chief Pilot shall be advised of the OPF schedule and all amendments.
  - d) Pilots authorized to perform OPF outside of the Company shall forward their additional flight and Duty times to the Chief Pilot on a daily basis in order to maintain each authorization.

- e) Pilots performing OPF per this [Subsection 1.3 \(OUTSIDE PROFESSIONAL FLYING\)](#) must abide by all Flight and Duty regulations as identified in the CARs for 705 operations regardless of if they fly smaller aircraft. Pilots shall comply with CARs 705 limits as they apply to maximums for duty limitations, such as, maximum flight times, flight duty periods, hours of work, minimum rest periods and time free from duty.
- f) Pilots in violation of paragraph 1.3.1 e) will be denied all OPF.
- g) Any Pilot who will or has exceeded his flight or duty times and is unable to complete any portion of his Company monthly schedule due to his OPF shall be subject to discipline, up to and including termination.
- h) The Pilot must immediately notify the Chief Pilot and or OCC if he is unable to report for Duty due to his OPF.

#### **1.4 ISSUANCE OF AGREEMENT, LETTERS OF UNDERSTANDING (LOU) OR AMENDMENTS**

- 1.4.1 The Company shall, no later than sixty (60) calendar days after signing this Agreement, distribute an electronic PDF copy of the Agreement to the Pilots and post a copy of the Agreement to the Pilot system scheduling software (i.e., VMO).
- 1.4.2 The Company agrees to distribute an electronic PDF copy of all LOU's to all Pilots and post a copy of all LOUs to the Pilot system scheduling software (i.e., VMO) within thirty (30) calendar days after their respective signing dates.

#### **1.5 COLLECTIVE BARGAINING AGREEMENT AMENDMENTS**

- 1.5.1 Any amendments to the Agreement, such as Letters of Understanding (LOU's) or Letters of Intent (LOI's) agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.
- 1.5.2 Unless cancelled or otherwise specified in the amendment, all such amendments to the Agreement shall remain in full force and effect in accordance with [Section 35 \(DURATION\)](#).
- 1.5.3 Any agreement between the Company and a Pilot, made in accordance with the provisions of this Agreement, shall be subject of a written document, with a copy to the Association.
- 1.5.4 Individual agreements on working conditions that differ from or are not provided for in this Agreement shall be invalid.

## **1.6 DESIGNATE**

- 1.6.1 Throughout this Agreement, (e.g., when the MEC Chair, the MEC Grievance Chair, the Chief Pilot, the Vice President of Operations, or the President) is referenced, it shall be understood to also include his designate.

## **1.7 GENDER AND PLURAL**

- 1.7.1 It is understood that any references contained in this Agreement to the masculine gender shall also pertain to the feminine gender and gender X.
- 1.7.2 It is understood that any references to the singular shall also apply to the plural where appropriate.

## **1.8 EMPLOYMENT EQUITY**

- 1.8.1 The Parties recognize the need to conform to the Employment Equity Act (Canada). The Parties recognize the need to achieve equality in employment opportunities in the workplace. When real or artificial barriers to the advancement of employment equity become apparent, the Parties shall consult.
- 1.8.2 A meeting will be convened to provide the Association with an opportunity to present its views concerning:
- a) The elimination of any practices or conditions imposed through this Agreement respecting employment equity; and,
  - b) Any assistance the Association may provide to the Company in order to facilitate the implementation of employment equity in the workplace and the communication to Pilots of matters relating to employment equity; and,
  - c) The preparation, implementation and revision of the Company's employment equity plan.

## 2 ABBREVIATIONS AND DEFINITIONS

### 2.1 GENERAL

**ACARS:** Aircraft Communication Addressing and Reporting System

**Acclimated, Acclimation, Acclimatized:** A flight crew members biorhythm is considered aligned with local time, has been in a location long enough to recover from circadian disruptions resulting from time zone travel (i.e., jet lag) and practically that they sleep at night and are awake during the day.

**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

**AIDS:** Aircraft Integrated Data System

**Agreement, Collective Agreement, or CA:** This Collective Agreement, including Letters of Agreement, Memorandum of Understanding, Letters of Understanding (LOU) or Letters of Intent between Perimeter Aviation L.P. 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 12 \(VACATION\)](#) for Active Pilots to bid their annual Vacation and Holiday Entitlement.

**Assignment:** any Pairing(s), ground training, flight training, Deadheading, ferrying, test flights, charters, meetings, courses, or any other duty required by the Company.

**ATC:** Air Traffic Control

**ATPL:** Airline Transport Pilot Licence

**Base, Pilot Base, Permanent Base:** 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. All Pilots shall have a designated Base.

**Base Freeze:** A period during which a Pilot may be restricted from being awarded a Vacancy at a different Base than presently assigned.

**Bid Period:** A scheduling period as defined in [Subsection 5.3 \(MONTHLY SCHEDULING PERIODS\)](#).

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

**Block-Out:** The time at the departure station when the main cabin door is closed for the purpose of aircraft movement.

**CA:** Collective Agreement or Agreement

**CAME:** Canadian Aviation Medical Examiner

**Captain (CA):** 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.

**CASC:** Central Air Safety Committee

**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:** Perimeter Aviation L.P.

**Continuous Duty Period:** See Split Duty Period.

**Contract Pilot(s):** Pilots hired from outside the Company on a temporary basis with special qualifications for the purpose of qualifying successful bidders on newly created Vacancies as specified in [Subsection 11.2 \(CONTRACT PILOTS\)](#). Such Contract Pilots and their employment with the Company shall not exceed one hundred eighty (180) consecutive calendar days.

**COM:** Company Operations Manual

**CPL:** Commercial Pilot Licence

**Credit, Credit Time:** The calculated value of either Bock Time, Minimum Daily Credit (MDC), Duty Credit, Trip Credit, or the value of the specific absence for any other assignment, including any applicable premium calculations, all used to calculate the total value of a Pilots monthly Pay.

**CRM:** Crew Resource Management

**CT:** Central Time

**CVR:** Cockpit Voice Recorder

**Data Recorder(s):** 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, SkyTrac, 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 (DOH):** The first day of continuous employment as a Pilot with Perimeter Aviation L.P. as indicated on the PSSL. (e.g., generally, the date the Pilot commenced their initial ground training.)



**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.

**Date of Ratification (DOR):** The effective date of this Collective Agreement, which is June 20, 2023.

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

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

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

**Downward Bid, Bidding:** any change in a Pilot's Position that results in a lower rate of pay, except a Downward Bid would not apply when a Captain on smaller equipment bids to First Officer on larger equipment (e.g., Metro Captain bids to Dash 8 First Officer).

**Duty Time Ratio (DTR), Duty Credit:** The calculated ratio of Duty Time to Pay Credit of one (1) hour of pay Credit for every two (2) hours of time on Duty.

**Duty, Hours of Work:** any task that a flight crew member is assigned by the Company at a specific time, including, but not limited to management, flight duty, administration, training, positioning, and reserve – synonymous with hours of work.

**Duty Day, Duty Period (DP):** 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 or, if there is more than one (1) flight during the flight duty period, reports for the first flight, and; (c) the Pilot reports for a Deadhead that precedes a flight

**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 (i.e., DH8-1xx, DH8-3xx (Dash 8), SA226 (Merlin/Metro 2), SA227 (Metro 3/23)).

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

**ESPB:** Electronic Standing Preferential Bid

**FDR:** Flight Data Recorder

**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.

**Flight Crew Member (FCM):** See the definition of “Pilot(s)”

**FDM:** Flight Data Monitoring

**Flight Duty Period (FDP):** The period that begins when the earliest of the following events occurs and ends at engines off at the end of a flight: (a) the Pilot carries out any Duties assigned by the Company before reporting for a flight; (b) the Pilot reports for a flight or, if there is more than one flight during the flight duty period, reports for the first flight, and; (c) the Pilot reports for a Deadhead that precedes a flight. Additionally, any Deadhead occurring after the Pilot’s last operating flight Segment is not included in the flight duty period 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 and Blocks-In upon completion of a flight. The Block-Out time occurs at the departure station when the main cabin door is closed. The Block-In time occurs at the arrival station, or at the departure station in the case of an airport return, when the main cabin door is opened.

**Full Line:** A Pilot’s schedule for the Bid Period that meets the requirements of [Section 5 \(SCHEDULING\)](#) containing any combination of Pairings, Planned Absences and Reserve, as applicable.

**GPS:** Global Positioning System

**HAC:** Hotel and Accommodation Committee

**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.

**Hours of Work:** See definition of “Duty, Hours of Work”

**IFALPA:** International Federation of Air Line Pilots Association

**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.

**Jumpseat:** The seat(s) within the flight deck that is situated behind the Captain’s and First Officer’s seats.

**Layover, off Duty:** The time spent on the ground while on a Pairing between Duty Periods that includes no less than the required Rest in accordance with paragraph 4.5.1 and paragraph 19.6.3, occurring away from a Pilots home Base at a hotel or other agreed upon accommodation.

**Leg, Segment:** See definition of “Segment”

**Length of Service, Longevity:** The period of employment commencing from the date of employment as a Pilot and adjusted as may be required pursuant to the terms of this Agreement.

**Line Check Pilot (LCP):** A Training Pilot qualified in equipment to provide line operational checking events to Pilots.

**Line, Schedule:** See definition of “Schedule”

**Local Night’s Rest:** A rest period of at least nine (9) hours that takes place between 22:30 and 09:30 local time at the location where the flight crew member is acclimatized. Travel time to and from suitable accommodation is excluded from a rest period.

**LOI:** Letter of Intent

**LOU:** Letter of Understanding

**LT:** Local Time

**Management Pilot:** Any ATPL or CPL licensed Pilot on the Perimeter Aviation L.P. Pilot System Seniority List that holds the title of President, Vice President, Director, Chief Pilot, Assistant Chief Pilot or Manager.

**MEC:** The Perimeter Aviation Master Executive Council of the Air Line Pilots Association, International.

**MEC Chair:** The Perimeter Aviation Master Executive Council (MEC) Chair.

**Minimum Daily Credit (MDC):** A minimum calendar Day credit of four point three (4.3) hours of pay and credit associated with each assigned Day that contains a Flight Duty Period, a Reserve Availability Period or any other Duty assigned by the Company other than on a Day Off, Vacation Day or Holiday Day.

**Minimum Monthly Guarantee (MMG):** Is the monthly pay guarantee a Pilot shall receive when available for the entire Bid Period. MMG may be prorated in accordance with this Agreement when applicable if a Pilot is unavailable for a portion of the Bid Period.

**Medevac:** A flight carrying a patient(s) who requires nursing or paramedic care and flown by designated Medevac Pilots who meet the appropriate Provincial requirements pertaining to Medevac flying.

**Month:** A complete Calendar Month, commencing as of 00:00 on the first Day of that Month, and ending as of 23:59 on the last Day of that Month. A Calendar Month is divided into Bid Periods of either thirty (30) or thirty-one (31) Days in accordance with the table in [Subsection 5.3 \(MONTHLY SCHEDULING PERIODS\)](#).

**Monthly Transition Pairing, Monthly Transition:** A Pairing, Duty Period or Assignment that begins in one Bid Period and continues into and ends in the subsequent Bid Period.

**OCC:** Operational Control Centre

**Online Training Events (OTEs):** Any computer-based or other mutually approved (between the Company and ALPA) 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.

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

**OPF:** Outside Professional Flying

**Original Schedule:** a Pilot's Line and other Duty awarded following the schedule bid process and published by the Company 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 Pay, 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 eighty-five (85) 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.

**Pairing Extension(s):** A Pairing Modification that lengthens a Duty Period, in accordance with [Subsection 5.12 \(PAIRING EXTENSION\)](#), by up to three (3) hours, unless waived by the Pilot. A Pairing Extension applies only to the last day of a Pairing (e.g., the end of a single day Pairing Duty Period or the last day of a multi-day Pairing Duty Period).

**Pairing Modification(s):** Any change to a pairing, other than a Pairing Extension, that occurs after publication of the bid awards, except for a "Pairing Removal".

**Pairing Removal:** Any change to a pairing that occurs after publication of the bid awards as described in [Subsection 5.17 \(REMOVAL FROM PAIRING\)](#) for the purpose of completing another Pilot's required training events, or due to minimum experience requirements between the Captain and First Officer, or for Management flying purposes as described in [Section 7 \(SUPERVISORY AND MANAGEMENT FLYING\)](#).

**Personnel File:** The record of a Pilot's history of employment with the Company.

**Parties:** Refers to both Perimeter Aviation L.P. (the Company) and the Air Line Pilots Association, International (the Association or ALPA).

**PICUS:** Pilot In Command Under Supervision

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

**Pilot System Seniority List, PSSL:** the Perimeter Aviation L.P. Pilot System Seniority List.

**PIPEDA:** Personal Information Protection and Electronic Documents Act

**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 construction.

**Position:** This consists of three elements: (1) Status (Captain or First Officer); (2) Equipment type (e.g., Dash 8) and (3) Permanent Base (e.g., YWG, YTH). An example of a Position is Captain, Dash 8, YWG.

**Position Vacancy(ies), Vacancy:** A need for one or more Pilots for either a temporary Position or permanent Position, based on [Section 9 \(FILLING OF POSITIONS\)](#), that is filled in accordance with that Section.

**Positioning:** See the definition of "Deadheading".

**PPC:** Pilot Proficiency Check

**Premium Pay, 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.

**Probationary Pilot:** A newly hired Pilot employed by the Company, whose name appears on the PSSL and who has not completed their first six (6) months of active service, or in the case where the Probation Period has been extended, has not completed their first twelve (12) months of active service.

**PSSL:** Pilot System Seniority List

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

**QAR:** Quick Access Recorders

**RAIC:** Restricted Area Identification Card

**Reassignment:** Is a change or modification to the original Pairing's 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 or a change in any other scheduled Duty that is on a Pilots awarded line.

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

**Reduction Bid:** The process provided in [Subsection 9.9 \(REDUCTION BIDS\)](#) 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.

**Remote Base:** The Thompson (CYTH), Sioux Lookout (CYXL), and Timmins (CYTS) Pilot Bases will be recognized as Remote Bases for the purposes of this Agreement.

**Remote Base Pilots:** Any Pilot whose Pilot Base is listed in the “Remote Base” definition above.

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

**Remote Base:** The Thompson (CYTH), Sioux Lookout (CYXL), and Timmins (CYTS) Pilot Bases will be recognized as Remote Bases for the purposes of this Agreement.

**Remote Base Pilots:** Any Pilot who’s Pilot Base is listed in the definition of “Remote Base” above.

**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 in a Reserve Availability Period.

**Reserve Duty Period (RDP):** The time when a Pilot on Reserve starts their RAP and ends at the completion of that days Duty. In accordance with paragraph 5.19.3, the Reserve Duty Period may not exceed eighteen (18) hours. The CARs may restrict a Reserve Pilot to lesser limits based on that Pilots activity during the Window of Circadian Low (WOCL).

**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, including any TFFD, that meets the requirements provided by this Agreement and the CARs.

**Schedule, Line:** 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.

**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

**SOCC:** Systems Operational Control Centre

**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.

**SRC:** Selection Review Committee

**Standby:** A Pilot who has been designated by the Company to remain at a specified location in order to be available to report for an Assignment on notice of one (1) hour or less. Standby assignments will not be used by the Company, unless mutually agreed by the Association.

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

**Statutory Holiday:** See definition of “Holiday”.

**TAFB:** Time Away From Base

**Time Away From Base (TAFB), Trip Period:** 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 Base:** Operating temporarily from an existing base which is not considered that Pilot's Permanent Base, for up to six (6) months in duration.

**Temporary Position:** A Position due to insufficient Pilots of required status in permanent Positions at a Base to cover all flights on that Equipment. A Temporary Position shall only occur for a period of six (6) months or less, occur due to an unexpected illness of a Pilot in that Position or to fill the Position due to another Pilot on maternity or parental leave.

**Training Pilot:** A Pilot on the Perimeter Aviation PSSSL designated by the Company to perform ground, simulator, or flight training/checking events on other Pilots.

**Trip Credit (TC):** The calculated ratio between the first Report Time of a Pairing or Assignment to the last Release Time of that Pairing or Assignment commonly referred as Time Away From Base (TAFB).

**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 9 \(FILLING OF POSITIONS\)](#).

**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 using the percentages outlined in paragraph 12.2.1, based on 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).

**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 in accordance with a Pilots Vacation Entitlement, and that is paid in accordance with paragraph 3.2.15.

**Vacation Entitlement:** The number of Vacation Days that a Pilot is entitled to based on their years of service with the Company, in accordance with [Subsection 12.2 \(VACATION ENTITLEMENT\)](#).

**Vacation Guaranteed Day Off (VGDO):** A Day, or Days Off attached to either the beginning or the end of a Vacation week in accordance with [Subsection 12.3 \(VACATION SCHEDULING\)](#).

**Vacation Year:** The period beginning on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup> 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.

**Window of Circadian Low (WOCL):** The period beginning at 02:00 and ending at 05:59 local time, at the location where the flight crew member is acclimatized.

**Worked on Day Off (WDO) Pay, Rate:** 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 January 1 through December 31.

**Years of Service (YOS):** Accumulated time at the Company including time served at either Perimeter Aviation or Bearskin Airlines.



### **3 COMPENSATION**

#### **3.1 HOURLY PAY RATES AND TABLES**

- 3.1.1 All new hire Pilots shall start at Level 1 of the applicable Pay Table, unless otherwise agreed to by the Association.
- 3.1.2 A First Officer shall progress through the applicable Pay Table each year on the anniversary date of the Pilot's Date of Hire.
- 3.1.3 A First Officer who successfully completes their upgrade Line Check will be placed on the applicable Captain Pay Table by being credited with fifty percent (50%) of the time they served as a First Officer rounded up to the nearest whole number.

Example: A First Officer with three (3) Years of Service who completes their upgrade Line Check shall be placed at level 2 on the Captain pay table;  $3 * 0.50 = 1.5$  rounded up = 2.

Note: A Pilot who upgraded to Captain on or before the Date of Ratification shall be credited as indicated in paragraph 3.1.3 above, and their placement on the applicable Pay Tables will be adjusted accordingly.

- 3.1.4 A Captain shall progress through the applicable Pay Table each year on the anniversary date of the Pilot successfully completing their upgrade Line Check.
  - a) A Captain shall be credited for all time served as a Captain regardless of the Equipment to which they were in the Captain Position.
  - b) If a Captain is either downgraded to a First Officer, or transitions to a lesser paying Equipment type in accordance with this Agreement, they shall receive and be credited for all years of service in both Captain and First Officer Positions and the change in hourly pay rate shall become effective on either the date training is completed or the start date in the new Position, whichever is later.
- 3.1.5 A Captain who has not obtained a valid ATPL shall not qualify for subsequent levels of the pay scale beyond level 1. Upon obtaining a valid ATPL, a Captain shall qualify for the appropriate level on the pay scale as per paragraph 3.1.3.
- 3.1.6 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.
- 3.1.7 Pilots who leave the employ of the Company and are later re-hired will resume their rate of pay at the time of resignation and shall progress through the applicable Pay Table each year on the anniversary of their date of re-hire; however, seniority will be governed by the provisions of this Agreement. Except in situations where paragraph 6.3.2 applies, a re-hired Pilot's vacation entitlement will accumulate based on their re-hire date.

3.1.8 In accordance with paragraph 4.2.1, a Pilot available for a complete Bid Period shall be paid no less than the Minimum Monthly Guarantee (MMG) of seventy-eight (78) Credit hours. A Pilot who is unavailable for a portion of the Bid Period shall have their MMG adjusted in accordance with the table below.

Reason for Adjustment	Prior to Schedule Issue	After Schedule Issue
Unpaid Leave of Absence	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>	Scheduled value of Day removed from the MMG
Absent due to medical reasons for which a Pilot is not entitled to sick leave, or personal leave	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>	Scheduled value of Day less portion completed will be removed from the MMG
Failure to report for assigned work	N/A	Scheduled value of Day removed from the MMG
Loss of qualifications to perform work	N/A	Scheduled value of Day removed from the MMG
Suspension, without pay	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>	Scheduled value of Day removed from the MMG
Layoff	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>
Dismissal	N/A	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>
Resignation	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>	Adjust Workdays, Days Off, and MMG as per <a href="#">Appendix B – PRORATE TABLE</a>

Note: Loss of qualifications to perform work would include expiry of OTEs, or other assigned training, etc. Training failures to qualify is excluded and shall be governed by [Subsection 10.7 \(FAILURE TO QUALIFY\)](#).

3.1.9 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.

3.1.10 Pay Tables: Pilots will be compensated for all pay and credit based on the hourly pay rates in [Appendix A – PAY TABLES](#).

3.1.11 The pay tables in [Appendix A – PAY TABLES](#) shall increase each anniversary of the Date of Ratification by the greater of five percent (5%) or the previous year’s CPI index for the life of the contract.

3.1.12 The hourly pay rates established are only for the Equipment already operated by the Company as of this Agreement’s Date of Ratification.

## **3.2 RULES GOVERNING PAY**

### **3.2.1 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 in their Original Schedule, or the Credit hours 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 main cabin door is closed. The Block-In time occurs at the arrival station, or at the departure station in the case of an airport return, when the main cabin door is opened.

### **3.2.2 Cancellation Pay: A Pilot who incurs a cancellation of a flight Segment or entire Pairing:**

- a) who is not reassigned shall be guaranteed the pay and credit value of the entire Flight Segment or Pairing as appropriate.
- b) who is Reassigned shall be guaranteed the pay and credit value of the cancelled flight or the re-assignment, whichever is greater.
- c) that transitions into a subsequent Bid Period shall be split and paid based upon the scheduled activities completed in each Bid Period.

### **3.2.3 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 Daily Credit (MDC) or the greater of the scheduled or actual Deadhead as provided in paragraph 3.2.3 a) and paragraph 3.2.3 b), above.

### **3.2.4 Minimum Daily Credit (MDC): Unless otherwise provided for in this Agreement, a Pilot shall receive a minimum of four point three (4.3) hours of pay and credit for each assigned Calendar Day that contains a Flight Duty Period, a RAP or any other Duty Period.**

### **3.2.5 Duty Credit: A Pilot who is assigned Duty by the Company shall receive a minimum of one (1) hour of pay and credit for each two (2) hours of a Duty Period.**

### **3.2.6 Trip Credit: A Pilot shall receive no less than one (1) hour of pay and credit for every four (4.0) hours while away from their Permanent Base beginning at the Pilot's initial**

Report Time and ending at the Pilot's final Release Time for the Pairing (Time Away From Base - TAFB).

Example: The Trip Credit 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 actual Release Time at the end of the Pairing or assigned Duty.

3.2.7 Equipment Taxi Pay: Taxi-only Segments at the start of or the end of a Flight Duty Period shall be built as part of a Pairing. The pay and credit per taxi Segment shall be zero point one (0.1) hours and shall be paid above any other credit earned in the Bid Period.

3.2.8 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 5.15 \(OPEN TIME FLYING\)](#), as available, for the remaining length of their previously assigned Pairing.

3.2.9 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 of eighty-five (85) Credit Hours.

3.2.10 Premium Pay: A Pilot shall be compensated at one and one-half (1.5) times their hourly pay rate as provided for in [Subsection 5.12 \(PAIRING EXTENSION\)](#) and [Subsection 5.15 \(OPEN TIME FLYING\)](#).

3.2.11 Worked on Day Off (WDO) Pay: When a Pilot works on a Day Off or Vacation Day the Pilot shall be compensated at one and one-half (1.5) times their hourly pay rate for all credit hours earned, and in addition to the vacation credits earned.

3.2.12 A Pilot who is eligible for combination of Overtime or WDO Pay Credits, and Premium Pay Credits shall earn pay credit as follows;

a) A Pilot who is eligible for Overtime Pay and Premium Pay shall be compensated at two (2.0) times their hourly pay rate for all credit earned as provided for in this Agreement.

- b) A Pilot who is eligible for WDO Pay and Premium Pay shall be compensated at two (2.0) times their hourly pay rate for all credit earned as provided for in this Agreement.

### 3.2.13 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 at minimum MDC of four point three (4.3) credit hours for each Day of recurrent training or simulator training/checking. However, Duty Credit and Trip Credit shall apply. 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.

### 3.2.14 Online Training Event (OTE) Pay: A Pilot shall be paid and credited one (1) hour for every two (2) hours of Company required Online Training Events. Such training shall include any training which does not require the Pilot to physically report to a classroom, training facility, or other location.

- a) A Pilots Online Training Events will be scheduled in equal occurrences during the calendar year and shall pay a minimum of two (2) hours each month for all Pilots, in addition to the MMG.
- b) Online Training Events that are not scheduled as part of the Pilot's monthly schedule shall be paid at the Duty Credit rate in accordance with paragraph 3.2.5 above. The Pay and Credit for these additional OTE's shall not apply towards the Overtime Threshold calculation(s) or be subject to WDO in accordance with either paragraph 3.2.9 or paragraph 3.2.11 above.

Note: The Parties shall meet on an annual basis to review the list of scheduled OTE's and the hours required to complete these events. Should the OTE hours increase from one year to the next, the scheduled hours in paragraph 3.2.14 a) above will need to be adjusted.

### 3.2.15 Vacation Pay: A Pilot shall receive four point three (4.3) hours of pay and credit for each Vacation Day or twenty-one point five (21.5) hours pay and Credit for a five (5) day block of vacation.

- 3.2.16 Sick Pay: A Pilot, including a Pilot on a Reserve RAP, who is unavailable due to sick leave shall be credited and compensated for the absence at one hundred percent (100%) of the credit value for that day's scheduled credit, and one (1) day shall be deducted from that Pilots sick bank. A Pilot who does not have sufficient days remaining in their Sick Bank shall not be credited and compensated for that day.
- 3.2.17 A Pilot who attends a Company meeting on a scheduled day of work shall receive two (2) hours of Pay credit in addition to all other Credit for the Bid Period for such attendance. A Pilot who agrees to attend a Company meeting on a Day off shall receive Minimum Daily Credit for that day, in addition to all other Credit for the Bid Period, to attend such meeting.
- 3.2.18 Multi type pay: A Captain who is dual qualified on more than one (1) aircraft type operated by the Company shall receive an additional Pay Credit of three hundred and fifty dollars (\$350.00) each month. A First Officer who is dual qualified on more than one (1) aircraft type operated by the Company shall receive an additional Pay Credit of one hundred and seventy-five dollars (\$175.00) each month.

Note: Multi type ratings are on a voluntary basis, no Pilot shall be forced to maintain Multi type ratings and position bids shall be only single rating bids.

### **3.3 PAY CREDIT SYSTEM**

- 3.3.1 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 [Appendix A – PAY TABLES](#), as applicable, for each Bid Period. All Pairings and Duty Periods shall be constructed and paid utilizing the Credit System herein.
- 3.3.2 Credits for each Bid Period shall be determined utilizing the greater of the calculated totals of paragraphs a) or b) below, as follows:
- a) Per Flight Duty Period: On a daily basis a Pilots pay credit shall be calculated to the greater of the following:
    - i) The scheduled Flight Time, plus the applicable Deadhead credit; or
    - ii) The actual Flight Time, plus the applicable Deadhead credit; or
    - iii) The Minimum Daily Credit (MDC) of four point three (4.3) Credit Hours per Calendar Day that contains a Flight Duty Period, a Reserve Duty Period (RDP) or any other Duty Period unless specified otherwise within this Agreement; or
    - iv) A Pilot on a calendar Day away from Base with no scheduled Duty shall be credited the MDC; or
    - v) The Duty Time Ratio (DTR) of one (1) hour of pay and credit for each two (2) hours Duty Period using standard rounding (e.g., eleven point five (11.5) divided by two (2) equals five point seven five (5.75) or five point

eight (5.8) credits, eleven point four (11.4) divided by two (2) equals five point seven (5.7) credits).

- b) Per Pairing: A Pilot shall receive the pay and credit hours for any Pairing, equal to the greater of:
  - i) The total daily Flight Duty Period credits as determined in paragraph 3.3.2 a) above, added together for the entire Pairing; or
  - ii) A minimum of one (1) hour of pay and credit for every four (4) hours that a Pilot is away from their Permanent Base beginning at the Pilot's initial Report Time and ending at the Pilot's final Release Time for the Pairing (I.e., Time Away From Base - TAFB).  
  
 Example: thirty seven (37) divided by four (4) equals nine point two five (9.25) or nine point three (9.3) credits, thirty six point five (36.5) divided by four (4) equals nine point one two five (9.125) or nine point one (9.1) credits).
- c) Other Credits: In addition to the credit hours received in paragraphs 3.3.2 a) and b) above, a Pilot shall also receive pay and credit as provided for in this Agreement.

**3.4 PAY AND CREDIT FOR TRAINING PILOTS**

3.4.1 Training Pilot Pay: A Training Pilot, when performing the Duties outlined below, in addition to all other credits and pay in [Section 3 \(COMPENSATION\)](#), shall be paid a training payment per credit hour in accordance with the following schedule:

- a) Classroom / Ground Instructor \$80.00
- b) Simulator Instructor \$95.00
- c) On Wing Training Instructor \$100.00
- d) ACP Check Ride / Line Check \$110.00
- e) Safety Pilot (if not a Training Pilot) \$40.00
- f) Line Indoctrination \$45.00
- g) Scheduled Office / Administrative Duties \$25.00

3.4.2 A Training Pilot shall be credited with the following at the training payment rates listed in paragraph 3.4.1:

Duties	Credits
Ground School	Actual Duty Credit hours.

<b>Simulator Training</b>	One Candidate Two point five (2.5) credit hours per simulator training session.  Two Candidates Five (5) credit hours per simulator training session.
<b>On Wing Training</b>	Actual Flight Credit hours, plus one (1) credit hour.
<b>ACP Check Ride / LOFT</b>	Two point five (2.5) credit hours per candidate
<b>Line Indoctrination / Line Checks</b>	Actual Flight credit, plus zero point five (0.5) credit hours.
<b>Travel, Scheduled Office, or any other Duties</b>	As per Credits, and other Compensation credits.

Example: Ground School – a Training Pilot who conducts eight (8) hours of classroom / ground instruction would be credited four (4) credit hours at the rate of \$80.00 per credit hour for a total of \$320.00, in addition to all other credits and pay earned for that day.

Example: Simulator Training – a Training Pilot who conducts simulator training with two (2) candidates would be credited five (5) credit hours per session at the rate of \$95.00 per credit hour for a total of \$475.00, in addition to all other credits and pay earned for that day.

Example: On Wing Training – a Training Pilot who conducts on wing training for five (5) flight hours would be credited five (5) flight credit hours, plus one (1) credit hour, for a total of six (6) credit hours at the rate of \$100.00 per credit hour for a total of \$600.00, in addition to all other credits and pay earned for that day.

Example: ACP Check Ride – an ACP who conducts a check event with two (2) candidates would be credited five (5) credit hours at the rate of \$110.00 per credit hour for a total of \$550.00, in addition to all other credits and pay earned for that day.

Example: Line Indoctrination – a Training Pilot who conducts line indoctrination for three (3) flight hours would be credited three (3) flight credit hours, plus zero point five (0.5) credit hour, for a total of three point five (3.5) credit hours at the rate of \$45.00 per credit hour for a total of \$157.50, in addition to all other credits and pay earned for that day.

- 3.4.3 A Training Pilot undergoing their own training or check shall not receive any of the additional Training Pilot pay indicated in paragraph 3.4.1 above.
- 3.4.4 The training payment rates listed in paragraph 3.4.1 are not subject to the overtime rate, and these rates shall not compound.



### **3.5 PAY PERIODS, DIRECT DEPOSITS, EARNINGS REPORTS**

- 3.5.1 Pilots shall be paid on a semi-monthly basis on the fifteenth (15th) and the last day of the month, as follows:
- a) On the fifteenth (15th) of the Month:
    - i) Fifty percent (50%) of the Pilot's MMG, or as adjusted by the prorate table in [Appendix B – PRORATE TABLE](#);
    - ii) Per Diems; and
    - iii) Adjustments from the previous Month.
  - b) On the last day of the Month:
    - i) Remaining credits owed; and
    - ii) Per Diems.
- 3.5.2 If the dates above fall on a holiday or a Day when the banks are closed, the Pilots shall be paid one full banking Day preceding the regular pay Day.
- 3.5.3 Pilots shall provide the Payroll Department with their banking information and shall receive their pay via direct deposit into their account. Each Pilot shall have access to an electronic statement of earnings and deductions. At least four (4) business days before the date of the pay deposit, a notification will be sent to the Pilot, advising their statement of earnings and deductions is available for review.
- 3.5.4 It shall be the responsibility of the Pilot to inform the Company of any changes to their banking or contact information. Subject to Pilot self-editing features, a Pilot shall update this information directly within the Company Payroll Software (Dayforce). If the Pilot is unable to update their information directly, they shall notify the Company as soon as practical so as to not interfere with normal payroll processes.

### **3.6 PAYROLL ERRORS AND DISCREPANCIES**

- 3.6.1 Pilots shall have up to thirty-six (36) hours from the receipt of the pay stub notification to advise the Company of any pay discrepancies.
- 3.6.2 Any pay discrepancies brought forward within the timeline outlined in paragraph 3.5.1 above, shall be corrected prior to the pay deposit or a separate cheque issued within three (3) banking days of the pay deposit.
- 3.6.3 Any pay discrepancies brought forward after the timeline outlined in paragraph 3.5.1 above, shall be corrected on the next regular pay.
- 3.6.4 In the event of an overpayment to a Pilot, a schedule of repayment by payroll deduction shall be arranged by the Company, in consultation with the affected Pilot. Where the Pilot is terminated or resigns, the balance of the overpayment shall be deducted from their final pay.

3.6.5 If there is a conflict between this [Section 3 \(COMPENSATION\)](#) and another Section of this Agreement, this Section governs.

## **4 HOURS OF SERVICE**

### **4.1 GENERAL**

- 4.1.1 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. The minimum number of Pilots shall be determined utilizing the following information: all known and anticipated forecasted block hours and credit hours, and all known non-flying credits including but not limited to, training, vacation, holidays and adding an appropriate Reserve percentage to cover sickness and other unplanned contingencies based on historic trends.
- 4.1.2 Each Pilot shall bid a schedule and the Company shall award the schedule between seventy-five (75) and ninety (90) credit hours in a Bid Period, consistent with other applicable Sections in this Agreement. Except as specified in paragraph 4.1.3 below, only a Pilot may add additional flying up to the CARs limitations in any monthly bid period.
- 4.1.3 In any three (3) Bid Periods, of which no more than two (2) may be consecutive, in a rolling twelve (12) month period, the Company may flex the bid award window by Base and Equipment 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.
- a) When a flex up occurs, the monthly bid award window shall be no less than fifteen (15) credits in size. For example, a ninety-eight (98) hour maximum window requires a minimum window of not greater than eighty-three (83) hours.
  - b) The Company shall provide the Association with information substantiating the need to flex for each applicable Bid Period.
- 4.1.4 In actual conditions due to block growth, a Pilot will not be forced to exceed the one hundred (100) credit hour limit without their consent. Except for voluntary adds, a Pilot shall not be responsible for any additional Pairings or Reserve upon reaching this one hundred (100) credit hour limitation.
- 4.1.5 Nothing shall prevent a Pilot from voluntarily adding credit hours to their line up to the Monthly CARs maximums in accordance with the provisions of this Collective Agreement.

### **4.2 MINIMUM MONTHLY GUARANTEE (MMG) AND OVERTIME**

- 4.2.1 A Pilot, including a Pilot assigned Reserve, who is available for a full Bid Period shall be paid a Minimum Monthly Guarantee (MMG) of seventy-eight (78) credit hours. A Pilot who is not available for a full Bid Period shall have their monthly guarantee prorated in accordance with the pro rate table in [Appendix B – PRORATE TABLE](#).
- 4.2.2 Pilots shall be compensated at the greater of the MMG, the credit hours assigned in their awarded Original Schedule or the actually completed credit hours in their Final Schedule in a Bid Period, including all credit calculations in [Subsection 3.2 \(RULES GOVERNING PAY\)](#) and [Subsection 3.3 \(PAY CREDIT SYSTEM\)](#).

4.2.3 Compensation for scheduled or actual activities in excess of eighty-five (85) credit hours (also referred to as the “Overtime Threshold”) shall be paid at the Overtime Rate in accordance with paragraph 3.2.9, above.

**4.3 DUTY PERIODS**

4.3.1 The maximum length of a scheduled Flight Duty Period (FDP) shall be as designated in the table below. As of the date of this Agreement all FDPs shall be based on report time and number of flight segments.

Average Flight Duration (minutes)	A	B	C
	Number of Flight Segments		
< 30	1 - 11	-	-
30 < 50	1 - 7	8 - 11	-
≥ 50	1 - 4	5 - 6	7 +
Start of FDP	Maximum FDP (hours)		
00:00 to 03:59	9	9	9
04:00 to 04:59	10	9	9
05:00 to 05:59	11	10	9
06:00 to 06:59	12	11	10
07:00 to 12:59	13	12	11
13:00 to 16:59	12.5	11.5	10.5
17:00 to 21:59	12	11	10
22:00 to 22:59	11	10	9
23:00 to 23:59	10	9	9

Note 1: A Pilot shall not be required to operate more than the indicated number of Flight Segments in the table above.

Note 2: 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.

4.3.2 A Pilot’s flight duty period may exceed the maximum flight duty period set out in paragraph 4.3.1 above, by the following amount of time, if the Company provides the Pilot with a break, in suitable accommodation, of at least sixty (60) consecutive minutes during the flight duty period:

- a) One hundred percent (100%) of the duration of the break that is provided to the Pilot during the period beginning at 00:00 and ending at 05:59; or
- b) Fifty percent 50% of the duration of the break that is provided to the member during the period beginning at 06:00 and ending at 23:59; and

- c) in the case of an unforeseen operational circumstance, fifty percent (50%) of the duration of the break that is provided to the member in the case of the replanning of a flight duty period after it has begun.
- 4.3.3 For the purposes of paragraph 4.3.2, the duration of the break provided to the Pilot is reduced by forty-five (45) minutes before the calculation is made.
- 4.3.4 If a Pilot is assigned to night duty, their flight duty period may only be extended under paragraph 4.3.2 for three (3) consecutive nights.
- 4.3.5 The time referred to in paragraphs 4.3.2 a) and b) is the time at the location where the flight crew member is acclimatized.
- 4.3.6 In accordance with CARs subsection 700.63, if the pilot-in-command is of the opinion that an unforeseen operational circumstance that occurs within sixty (60) minutes of the beginning of the flight duty period could lead to a level of fatigue that may adversely affect the safety of the flight, the pilot-in-command may, after consulting with the First Officer on their level of fatigue:
- a) reduce a flight crew member's flight duty period;
  - b) extend a flight crew member's flight duty period by the following number of hours in excess of the maximum flight duty period set out in paragraph 4.3.1 above, by:
    - i) one (1) hour for single-pilot operation,
    - ii) two (2) hours, if the flight crew is not augmented,
  - c) extend a flight crew member's rest period.
- 4.3.7 If a further unforeseen operational circumstance arises after take-off on the final flight for which the maximum flight duty period was extended under paragraph 4.3.6 above, the pilot-in-command may, despite that paragraph, continue the flight to the destination aerodrome or to an alternate aerodrome.
- 4.3.8 The Company shall extend the rest period after a flight duty period is extended under paragraph 4.3.6 by an amount of time that is at least equal to the extension of the flight duty period.
- 4.3.9 At the end of a flight duty period, the pilot-in-command shall notify the Company of any change to a flight duty period made under paragraph 4.3.6, and the Pilot's will not be required to justify their decisions any further.

#### **4.4 REPORT AND RELEASE TIMES**

- 4.4.1 A Duty Period shall commence, and a Pilot is required to report for a Deadhead or FDP at the airport prior to the scheduled departure time, in accordance with the following table:

<b>Report Time All locations (minutes)</b>	
<b>Pairing Report Time</b>	:60
<b>Exception: 703/704 Metro at CYTS, CYYB, and Non-Base Locations</b>	:45
<b>Report Time for Positioning (Deadhead) on Company Flight</b>	:45
<b>Report Time for Positioning (Deadhead) on other Carrier Flight</b>	:60 (greater if required by operator)

- a) The Report Times in the above chart may be adjusted depending on the Base in consultation with the Scheduling Committee but shall be no less than the Report Times in the chart.
- b) Any change in Report Time must be published in the monthly bid package.
- c) A 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.

4.4.2 Notwithstanding paragraph 4.4.1 above, on all layovers where a hotel cannot provide a late checkout to within one (1) hour prior to required report time, the Company shall make available the facilities, as per paragraph 19.6.1. The Pilot's duty period will start thirty (30) minutes after the Pilot is required to leave the overnight hotel.

4.4.3 A Pilot reporting for a training event shall be required to Report as scheduled at the commencement of the training event.

4.4.4 A Duty Period shall end, and a Pilot shall be released to Rest following the arrival time (cabin door open) of the last duty assigned for that Day in accordance with the following table:

<b>Release Time All locations (minutes)</b>	
<b>Pairing Release Time</b>	:15
<b>Release Time from Positioning (Deadhead)</b>	:15

4.4.5 Any Pilot whose Release Time is greater than that provided in the table in paragraph 4.4.4 above, for any work-related reasons, including, but not limited to, aircraft taxi requirements, maintenance briefings, etc., shall notify Crew Scheduling to adjust the Duty Period to correct for issues regarding pay, Rest and CARs compliance.

4.4.6 Any Pilot who reported for a training event, and such event is their only Assignment that day, shall have their Duty Period end when Released by the training Pilot.

**4.5 REST PERIODS**

4.5.1 The minimum planned scheduled and actual Rest Periods shall be:

	<b>Minimum Scheduled Rest Period</b>	<b>Actual Rest Period</b>
<b>At a Permanent Base</b>	Twelve (12) consecutive hours	Twelve (12) consecutive hours  or  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 to provide no less than ten (10) hours at an accommodation.
<b>Away from a Permanent Base</b>	Eleven (11) consecutive hours to afford the Pilot ten (10) consecutive hours in an accommodation.	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 adjustments required to the following Day's Duty Period.

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

4.5.3 Except as provided in [Subsection 5.8 \(SCHEDULING – NOTIFICATION OF UNEXPECTED DELAY – AT BASE\)](#) and [Subsection 5.9 \(SCHEDULING – NOTIFICATION OF UNEXPECTED DELAY – AWAY FROM BASE\)](#), 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.

- a) A Pilot has no obligation to respond to the Company while on any Rest requirements set forth within the CARs.
- b) Prior to leaving a Rest facility, a Pilot is obligated to review text messages and emails to ascertain if any changes were communicated during the Rest Period.

**4.6 DAYS OFF**

4.6.1 Except as provided for in the prorate table in [Appendix B – PRORATE TABLE](#), a Pilot shall be scheduled a minimum of twelve (12) Days Off at their Permanent Base and to a maximum of eighteen (18) days of work per Monthly Scheduling Period. Days off shall

be bid and awarded in accordance with [Subsection 5.4 \(PUBLICATION AND BIDDING OF SCHEDULES\)](#) and [Subsection 5.5 \(SCHEDULE BUILDING AND AWARDING\)](#).

- a) This does not preclude a Pilot from volunteering to work on a Day Off in accordance with [Subsection 5.14 \(OPEN FLYING PREFERENCE\)](#) and [Subsection 5.15 \(OPEN TIME FLYING\)](#).
- b) A Pilot who works on a Day Off shall be compensated in accordance with the WDO provisions in [Section 3 \(COMPENSATION\)](#).

4.6.2 During initial training, new hire Pilots may be scheduled more than eighteen (18) Days per Bid Period, however, no new hire Pilot shall actually work, or perform duty (training, flight assignment, etc.) for more than eighteen (18) Days per Bid Period.

- a) The Company may remove a new hire Pilot's workdays where no training resources are available to complete their training, provided the removal is done the day prior, and no less than twelve (12) hours in advance, or in accordance with [Subsection 5.8 \(NOTIFICATION OF UNEXPECTED DELAY – AT BASE\)](#).
- b) Once initial Line Indoctrination has been completed, the Company will assign a new hire Pilot their Schedule for the remainder of that Monthly Scheduling Period in accordance with the following:
  - i) Days Off will be prorated in accordance with the prorate table in [Appendix B – PRORATE TABLE](#). The new hire Pilot shall be eligible to participate in the next Schedule bid process.
  - ii) Once assigned their schedule, any changes to that Pilots schedule must be done in accordance with all other provisions in this Agreement.

4.6.3 Subject to paragraph 4.6.1 a) above and [Subsection 5.13 \(SCHEDULING – ENCROACHMENT INTO A DAY OFF\)](#), Days Off are not subject to change by the Company once awarded.

4.6.4 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 provided for in the prorate table in [Appendix B – PRORATE TABLE](#).

4.6.5 The maximum number of consecutive Duty Days, including Reserve Duty, shall not be scheduled to exceed five (5) Days. A Pilot may, at their option, waive the above limitation.



## **5 SCHEDULING**

### **5.1 SCHEDULING COMMITTEE**

- 5.1.1 The parties agree to form a Scheduling Committee (hereinafter the “SC”) comprised of a Crew Scheduling representative and two (2) Pilots designated by the Association, to meet no less than quarterly. If additional meetings are requested, they will be accommodated subject to operational abilities. The two (2) Pilots designated by the Association to attend such meetings shall be provided Flight Release for the day of the meeting and the Association shall reimburse the Company in accordance with [Subsection 32.6 \(REIMBURSEMENT TO THE COMPANY\)](#).
- 5.1.2 The purpose of the Scheduling Committee is to work collaboratively in addressing Pilot scheduling needs from both a Crew Planning/Scheduling and Pilot perspective and to resolve any unique problems that may arise with the processing of any of the procedures contained in this [Section 5 \(SCHEDULING\)](#) or [Section 4 \(HOURS OF SERVICE\)](#) for both Bid Period and daily solutions.
- 5.1.3 Recommendations and unresolved issues will be decided by the Vice President of Flight Operations in consultation with the MEC Chair. Although the parties agree that the ultimate responsibility to schedule Pilots is with the Company, nothing herein negates the Associations contractual and legal right to the grievance procedure in [Section 22 \(GRIEVANCE PROCEDURE\)](#).
- 5.1.4 The Association member(s) of the Scheduling Committee 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 also provide the Association member(s) of the SC read-only access to daily Crew Tracking, including the daily Open Time and assignments. Subject to the abilities of the Scheduling Software, the Association member(s) of the Scheduling Committee 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, Open Flying preference list, etc.

### **5.2 CREW PLANNING - SCHEDULING**

- 5.2.1 Prior to the issue of the Monthly Pilot Schedule, the Company reserves the right to make changes to flights and corresponding changes to the Pilot schedule when required by operational circumstances. The Association will be advised of such changes as early as possible, and the Scheduling Committee shall work together to minimize the impact on Pilots.
- 5.2.2 Pilots shall be awarded Bid Period schedules using a seniority-based Preferential Bidding System (PBS). Pilots may be scheduled for lines containing only line flying, only Reserve, or line flying and reserve duties along with any required Pilot-related non-flying activities such as training, instruction and/or known Planned Absences. Lines of Flying or Reserve will be constructed to ensure all operational requirements are met, to include, as applicable, CARs requirements, Collective Agreement rules, customer requirements and Scheduled Flying, confirmed Charter Flying, Reserve Days, ground schools, classroom training, flight training, simulator training, flight check, line indoctrination, line

checks, Vacation Days, Statutory Holiday Days, Leaves of Absence (LOAs), Association Flight Release (AFR), and all known meetings or other duties required by the Company.

- 5.2.3 The Company will maintain a daily record for each Pilot of Block, Credit and Duty hours accrued during the Bid Period. These records shall be available to each Pilot through a real time web-based system.
- 5.2.4 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.
- 5.2.5 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 Pilot shall be guaranteed the greater of MMG or the Credit hours awarded on the Original Schedule for pay purposes regardless of subsequent changes.
- 5.2.6 Every Pilot shall maintain one primary telephone number with Crew Scheduling which the Company shall use to contact Pilots for scheduling purposes.

### 5.3 MONTHLY SCHEDULING PERIODS

- 5.3.1 There are twelve (12) Bid Periods in a calendar year as specified in the table below. Pilots shall submit their monthly bid no later than, and the Company shall publish the final line award no later than, the day in the table below:

Bid Period	Dates	Bid Package Publication	Last Day for Pilots to Submit Bid	Last Day for Schedule to be Published
<b>January</b>	January 1 - 30	December 10	December 15	December 25
<b>February</b>	January 31 - March 1 Exception: Leap Years January 31 - February 29	January 10	January 15	January 25
<b>March</b>	March 2 - March 31 Exception: Leap Years March 1 - March 31	February 10	February 15	February 25
<b>April</b>	April 1 - April 30	March 10	March 15	March 25
<b>May</b>	May 1 - May 31	April 10	April 15	April 25
<b>June</b>	June 1 - June 30	May 10	May 15	May 25
<b>July</b>	July 1 - July 31	June 10	June 15	June 25
<b>August</b>	August 1 - August 31	July 10	July 15	July 25
<b>September</b>	September 1 - September 30	August 10	August 15	August 25
<b>October</b>	October 1 - October 31	September 10	September 15	September 25
<b>November</b>	November 1-November 30	October 10	October 15	October 25
<b>December</b>	December 1-December 31	November 10	November 15	November 25

## 5.4 PUBLICATION AND BIDDING OF SCHEDULES

5.4.1 The Company shall make the bid package available to the Pilots which includes 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 assignment on the date in [Subsection 5.3 \(MONTHLY SCHEDULING PERIODS\)](#) above, which shall open at 17:00 Central Time (CT).

- a) For Pilots Based in YWG, the Bid package may contain Pairings to fulfill the needs of flying in YTS that are up to six (6) Days in length. If the Company utilizes such Pairings, they shall be notated properly in the Bid package.
- b) If six (6) Day Pairings are utilized, the Trip Credit ratio as specified in paragraph 3.3.2. b) ii) shall not apply. Instead, the Trip Credit ratio shall be one (1) hour of pay and credit for every three point five (3.5) hours that a Pilot is away from their Permanent Base beginning at the Pilot's initial Report Time and ending at the Pilot's final Release Time for the Pairing (Time Away From Base - TAFB).

Example: CYTS Coverage Pairing – initial Report Time on Sunday at 08:00 and final Release Time on Friday at 14:00. This trip period is one hundred and twenty-six (126) hours, which is then divided by the 1:3.5 Trip Credit ratio, for a Trip Credit of thirty-six (36) credit hours.

5.4.2 Pilots shall submit their schedule bid through an electronic process by the date in [Subsection 5.3 \(MONTHLY SCHEDULING PERIODS\)](#) above, which shall close at 17:00 Central Time (CT). Pilots may bid their schedules to contain:

- a) Lines containing only Pairings; or
- b) Lines containing only Reserve Blocks; or
- c) Lines containing a mix of Pairings and Reserve; and
- d) Days Off consistent with Pilot seniority and availability in accordance with the proration table in [Appendix B – PRORATE TABLE](#); and
- e) For early, midday, and afternoon Report Times, as applicable; and
- f) Single versus multiple Day Pairings; and
- g) Reserve Availability Period(s) (RAP) as applicable; and
- h) Waivable Bid requests as set forth in this Agreement; and
- i) General scheduling preferences as agreed. All preferences shall be published to the Pilot group.

5.4.3 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 paragraph 5.4.4 below.

5.4.4 If a Pilot does not submit a bid or their bid is late, the Pilot shall be assigned a schedule by the Company after the remaining schedule is constructed unless a schedule can be built which does not affect the scheduling preferences of lower seniority Pilots.

## 5.5 SCHEDULE BUILDING AND AWARDING

5.5.1 For schedule construction purposes, except as provided for in the prorate table in [Appendix B – PRORATE TABLE](#), a Pilot shall be scheduled a minimum of twelve (12) Days Off at their Permanent base and to a maximum of eighteen (18) days of work per Monthly Scheduling Period. The PBS blocking window for the line award process shall be between seventy-five (75) and ninety (90) hours. As specified in paragraph 4.1.3 the Company may choose to flex a Position up to the CARS maximum.

5.5.2 No Pilot, including a Pilot on Reserve, shall be scheduled for more than five (5) consecutive Days. In accordance with their Bid request in [Subsection 5.4 \(PUBLICATION AND BIDDING OF SCHEDULES\)](#) above, a Pilot shall be able to enter a request to waive this provision to allow between six (6) and nine (9) Days of consecutive work. If awarded any sequence of more than five (5) Days of consecutive work the schedule shall include required Time Free From Duty as required within the CARs.

5.5.3 In accordance with their Bid request in [Subsection 5.4 \(PUBLICATION AND BIDDING OF SCHEDULES\)](#) above, a Pilot shall be able to enter a request to avoid being scheduled a single Day Off between scheduled pairings.

5.5.4 A Day for purposes of all scheduling and pay reconciliation shall be the twenty-four (24) time period between 00:00 and 23:59 in the time zone where the Pairing or Reserve Availability Period (RAP) originates.

5.5.5 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 5.3 \(MONTHLY SCHEDULING PERIODS\)](#) above, by 1700 Central Time (CT).

5.5.6 All Lines shall be constructed within the limitations specified in [Section 4.0 \(HOURS OF SERVICE\)](#) and this [Subsection 5.5 \(SCHEDULE BUILDING AND AWARDING\)](#). Lines shall be constructed as follows:

- a) As many Full Lines as possible that contain only Pairings and known absences including training; then
- b) As many Full Lines as possible that contain only Reserve Blocks and known absences including training; then
- c) At a minimum, Lines that may contain both Pairings, Reserve Days/Blocks and known absences including training.

5.5.7 Each Pilot's awarded (Original) Schedule shall include the total scheduled Bid Period Block time, Credit, Days Off, known Planned Absences, names and telephone numbers of any transportation and accommodation companies for all layovers.

- 5.5.8 Except as specified in paragraph 5.5.7 below, a Pilot shall not be scheduled to operate all or part of two (2) Duty Periods in a single Day. However, A Pilot properly scheduled in advance could Report for a Duty period in the same Day after proper Rest, with the Pilot's consent.

Example 1: During the schedule build process of this Subsection a Pilot is properly scheduled for a Pairing on Day 1 to Report at 06:00 and Release at 11:00. No other Pairing may be placed on that Day which would require the Pilot to Report before 00:00.

Example 2: A Pilot is properly scheduled for a Pairing on Day 1 to complete and Release at 23:00 and a Pairing on Day 2 scheduled to Report at 14:00. Due to weather the Pairing on Day 1 returns to Base and the Pilot is released at 01:00. The Pilot would be legal to begin their next scheduled Pairing on Day 2 at 14:00.

Example 3: A Pilot is properly scheduled for a Pairing on Day 1 to complete and Release at 20:00 and a Pairing on Day 2 scheduled to Report at 11:00. Due to weather the Pairing on Day 1 returns to Base and the Pilot is released at 01:00. Due to Rest requirements the Pilot would not be legal to Report to their next scheduled Pairing on Day 2 until after 13:00, or upon mutual agreement 12:00 if provided accommodations.

Example 4: A Pilot is properly scheduled for a Pairing on Day 1 to complete and Release from their pairing at 10:00. Subject to other restrictions which may be applicable within this CA or the CARs, the Pilot would not be legal to Report for another Pairing until after 00:00 the next Day.

- 5.5.9 When operationally required, the Company may construct and award Continuous Duty Pairings. Such Pairings shall be in accordance with the limitations in [Subsection 4.3 \(DUTY PERIODS\)](#). No Pilot shall be required to operate more than three (3) consecutive Continuous Duty Pairings in a row.

## **5.6 ERRORS IN SCHEDULING**

- 5.6.1 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.
- 5.6.2 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.
- 5.6.3 Where two (2) Pilots with the same status are scheduled the same Pairing in error, the senior Pilot will be given the option to fly the Pairing or accept Reassignment, as per Pairing Modification in paragraph 5.11 below.

## **5.7 REPORTING FOR DUTY**

- 5.7.1 A Line holder shall report for their assignment as indicated on their schedule. A reserve Pilot shall report as directed by Crew Scheduling when given an assignment.

- 5.7.2 A Pilot must receive two-way positive contact from the Company for any changes to their schedule. Positive contact requirements may not interfere with any required Rest.
- a) The Company may attempt passive contact during Rest periods, but a Pilot is not required to respond.
  - b) A Reserve Pilot is not required to respond to the Company except during an assigned RAP.
  - c) A Pilot who does respond to a passive attempt during a Rest period is not entitled to a Rest reset, as this response is voluntary and does not constitute an interruption of required Rest.
- 5.7.3 When a Pilot is unable to report for any Duty, including a Reserve RAP, 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 a Reserve RAP 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. A Pilot shall be compensated in accordance with [Subsection 14.8 \(PERSONAL LEAVE\)](#) or [Section 15.0 \(SICK LEAVE\)](#) and [Section 3.0 \(COMPENSATION\)](#).

## **5.8 NOTIFICATION OF UNEXPECTED DELAY – AT BASE**

- 5.8.1 The Company will notify the Pilot by telephone when a delay of over one (1) hour becomes known before Report Time while a Pilot is at their Base.
- 5.8.2 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 (1:00) hour and a maximum of one hour and thirty (1:30) minutes prior to the originally scheduled Report Time. If the notification is not made one (1:00) hour before the scheduled Report Time it shall be assumed that the Pilot has left their Rest facility, the active FDP will start at the originally scheduled Report Time.

## **5.9 NOTIFICATION OF UNEXPECTED DELAY – AWAY FROM BASE**

- 5.9.1 If a flight delay greater than one (1:00) 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 one (1:00) hour before the scheduled Report Time. If the notification is not made prior the Pilot departing their rest facility, the active FDP will start at the time of the delayed notification.

## **5.10 RETURN TO DUTY**

- 5.10.1 When a Pilot misses all or a portion of a Pairing as a result of an absence and wishes to return to Duty during that Pairings duration, the Company may at its discretion assign the Pilot to either a Pairing, or a Reserve RAP.
- 5.10.2 A Pilot returning to Duty in accordance with paragraph 5.10.1 above, shall be compensated for the Day in accordance with [Section 3.0 \(COMPENSATION\)](#).

- 5.10.3 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 B – PRORATE TABLE](#).

## **5.11 PAIRING MODIFICATIONS**

- 5.11.1 The Company may modify a Pilot's schedule when deemed operationally required provided the Pilot is paid in accordance with [Section 3 \(COMPENSATION\)](#) for the originally awarded Pairing that was removed or modified, or the actual Pairing completed, whichever is greater.
- 5.11.2 The Company will notify the Pilot via email as soon as possible regarding all Pairing modifications. The Pilot is not responsible for the pairing modification until they acknowledge the Company notification.
- 5.11.3 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 Base, the Company shall be responsible for Deadheading the Pilot to that Base and providing per diems and accommodations while at that other Base.

## **5.12 PAIRING EXTENSION**

- 5.12.1 The maximum extension to a Pilot's Duty Period will be three (3) hours, unless waived by the Pilot, or as required to complete their Original Scheduled flying.
- 5.12.2 On a single Day Pairing, a Pilot who agrees to extend their Duty Period beyond three (3) hours shall be credited the Premium Rate in accordance with paragraph 3.2.9 for all Duty beyond those three (3) hours following the Duty Period's original Release Time.
- 5.12.3 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 in accordance with paragraph 3.2.9 for all Duty and Credit beyond the original Release Time.

### **5.13 ENCROACHMENT INTO A DAY OFF**

- 5.13.1 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 specified in paragraph 3.2.11.
- 5.13.2 Where the encroachment is three (3) or more hours, in addition to the pay in paragraph 5.13.1 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. The Pilot shall suffer no loss of pay when this restored Day Off occurs.
- 5.13.3 When a Pilot is extended into a Day Off and away from their Base, the Company shall make all reasonable attempts to return the Pilot to their Base at the first available opportunity by completing a Flight Assignment, deadheading or otherwise. Upon return to the Pilot's Base, the Pilot shall be released from Duty and not subject to an additional assignment.
- 5.13.4 Other than the provisions allowed by this [Subsection 5.13 \(ENCROACHMENT INTO A DAY OFF\)](#), the Company shall not schedule a Pilot for an involuntary assignment on a Day Off. This does not preclude the Company asking, and the Pilot agreeing to work on a Day Off. In such case the Pilot shall be compensated at the WDO Rate specified in paragraph 3.2.11.

### **5.14 OPEN FLYING PREFERENCE**

- 5.14.1 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 the [Scheduling Software]. A Pilot may withdraw their name at any time prior to an assignment by removing their name in the [Scheduling Software].
- 5.14.2 Crew Scheduling shall assign Open Time using the OFP list, and contact the Pilots on such list by seniority order in the following manner:
  - a) For Open Time that is available in advance of the Day in which it operates, the Company may email by 15:30 local, all Pilots on the OFP list.
    - i) A Pilot interested in accepting the assignment shall advise Crew Scheduling by 16:00 local time on the day the email is sent.
    - ii) Crew Scheduling will assign the Open Time by 17:00 local on the day the email is sent.



- b) For Open Time that is available on the Day in which it operates, the Company shall call Pilots on the OFP list via telephone. If the Pilot doesn't answer Crew Scheduling will contact the next name on the list.
- c) A Pilot on the OFP list is under no obligation to accept an Open Time assignment, if called.

## 5.15 OPEN TIME FLYING

5.15.1 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 Premium Rate as specified in paragraph 3.2.10.

5.15.2 Open Time flying that becomes available more than thirteen (13) 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 5.11 \(PAIRING MODIFICATIONS\)](#), above; then
- b) Pilots on Reserve
  - i) needing currency; or
  - ii) with less than one-hundred (100) hours of flight time on type, after the completion of their initial training; then
- c) Pilots on the OFP list; then
- d) Reserve Pilots; then
- e) Management Pilots.

5.15.3 Open Time flying that remains available less than thirteen (13) hours in advance of the Report Time, shall be assigned by Crew Scheduling using the following ordered priority:

- a) Pilots subject to Pairing Extension as provided in [Subsection 5.12 \(PAIRING EXTENSIONS\)](#) above; then
- b) Pilots on Reserve
  - i) needing currency; or
  - ii) with less than one-hundred (100) hours of flight time on type, after the completion of their initial training; then
- c) Reserve Pilots; then
- d) Pilots on the OFP list; then

- e) Solicitating a change to a Day Off for a Reserve Pilot; then
- f) Management Pilots.

5.15.4 Except as otherwise provided within [Section 5 \(SCHEDULING\)](#), a Pilot shall not be required to perform any assignment on their Day(s) Off.

## **5.16 PILOT-TO-PILOT TRADES AND DROPS**

5.16.1 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.

5.16.2 Pairing trades shall meet the following conditions:

- a) Pilots must hold the same Position, and meet customer criteria, if applicable. Inter-based Pairing Trades will not be allowed;
- b) The trade must be legal under the CARs and this agreement, and
- c) Pairing trades cannot result in additional 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.

5.16.3 Reserve Pilots may trade one (1) or more reserve Days with another Reserve Pilot subject to approval of the Company.

5.16.4 A Pilot that trades a Pairing through the Pairing trade processes in accordance with this [Subsection 5.16 \(PILOT-TO-PILOT TRADES AND DROPS\)](#), and as a result the monthly Credit for that Pilot becomes less than MMG, the Pilots MMG will now be this new reduced Credit value.

Example: A Pilot, who has a projected monthly credit value of seventy-eight (78.0) hours trades six (6.0) hours away will have their MMG of seventy-eight (78.0) hours reduced by six (6.0) hours, resulting in a new MMG of seventy-four (72.0) hours.

5.16.5 A Pilot may drop a Pairing into Open Time with Crew Scheduling's approval. Pilots wishing to make such drops shall forward their request to Crew Scheduling as early as possible. Crew Scheduling will not be obligated to consider requests within forty-eight (48) hours prior to the pairing. Crew Scheduling shall acknowledge receipt of the drop request and provided another Pilot accepts the Pairing the Pilot who dropped the Pairing will be released from that Pairing.

5.16.6 Pairing drops that reduce a Pilots credit value below MMG will have their MMG adjusted to this new reduced Credit value.

5.16.7 Pairing Trades and Drops will not be subject to WDO pay or Overtime Pay.

## 5.17 REMOVAL FROM PAIRING

5.17.1 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 [Section 7 \(SUPERVISORY AND MANAGEMENT FLYING\)](#).

5.17.2 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 in accordance with [Section 3 \(COMPENSATION\)](#). 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 greater than three (3) hours earlier than that of the Pilot's originally awarded or assigned Pairing(s) and with a Pairing(s) Release Time no greater than three (3) hours 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 5.18 \(RESERVE PLANNING AND SCHEDULING\)](#). 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 three (3) hours after the scheduled release time 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 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 3 (three) hours while awaiting reassignment.

## 5.18 RESERVE PLANNING AND SCHEDULING

- 5.18.1 Unless otherwise provided for in the Reserve Subsections of Section 5 (SCHEDULING), all provisions contained in [Section 4 \(HOURS OF SERVICE\)](#) and [Section 5 \(SCHEDULING\)](#) shall also apply to a Reserve Pilot.
- 5.18.2 If the Company uses Reserve lines, it shall publish the anticipated number of Reserve lines for each Position in the bid package utilized for the monthly bidding process as indicated in [Section 5 \(SCHEDULING\)](#).
- 5.18.3 The Company may utilize up to three (3) of the five (5) Reserve Availability Periods (RAP) listed below at each Permanent Base per Equipment type in a bid period. Each RAP shall not exceed twelve (12) consecutive hours and each scheduled block of Reserve Days shall be the same RAP.
  - a) RAP 1                      0300 – 1500
  - b) RAP 2                      0500 – 1700
  - c) RAP 3                      0600 – 1800
  - d) RAP 4                      0800 – 2000
  - e) RAP 5                      1000 – 2200
- 5.18.4 A Pilot holding a Reserve line shall be scheduled with Reserve Blocks of between two (2) to five (5) Reserve Days. The Company may schedule a Reserve line with no greater than four (4) single RAPs in a Bid Period.
  - a) Days off shall be bid and awarded in accordance with [Subsection 5.5 \(SCHEDULE BUILDING AND AWARDED\)](#), above.
  - b) Crew Scheduling may move a Day Off, with the Reserve Pilots consent.
- 5.18.5 A Pilot may be required to enter their RAP later than the published RAP starting time due to Rest requirements. In such circumstances, the Pilots' RAP period will end at the originally published RAP end time.
- 5.18.6 A Pilot holding a Reserve line shall be credited and paid no less than the Minimum Monthly Guarantee (MMG) as specified in paragraph 3.1.6. A Pilot on Reserve shall accrue towards their MMG pay and credit for each Day while on a Reserve RAP and when assigned Duty in accordance with [Subsection 3.2 \(RULES GOVERNING PAY\)](#) and [Subsection 3.3 \(PAY CREDIT SYSTEM\)](#).
  - a) Once a Reserve Pilot accrues Credit equal to or above ninety (90) credits, that Reserve Pilot shall be released from any further obligation for the remainder of the Bid Period;

- b) Any Credit hours above the Overtime Threshold shall be paid at the Overtime Rate as specified in paragraph 3.2.9;
- c) A Reserve Pilot who accepts Duty on a Day Off shall be credited and paid at the WDO rate as specified in paragraph 3.2.11;
- d) A Reserve Pilot shall be entitled to all other applicable premium pay provisions as specified in [Subsection 3.2 \(RULES GOVERNING PAY\)](#).

5.18.7 Reserve Pilots awarded a RAP shall maintain that RAP for the entire Reserve Block.

Example: 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.

5.18.8 The Company may upon operational needs, with thirty-six (36) hours notification, change a Reserve Pilot's awarded RAP to another published RAP. Once changed all subsequent RAPs within that reserve block will be the same.

5.18.9 Reserve Pilots may trade Reserve Blocks or single Reserve Days in accordance with [Subsection 5.16 \(PILOT-TO-PILOT TRADES AND DROPS\)](#), above.

## **5.19 RESERVE DUTY PERIOD LIMITATIONS**

5.19.1 A Pilot completing their assigned RAP shall receive a minimum of twelve (12) consecutive hours of Rest before starting another RAP.

5.19.2 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) 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.
- b) A Reserve Pilot may, with proper notification and prior to starting a RAP, accept an assignment with a Report Time after the end 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.

5.19.3 Unless restricted further by CARs limitations for Duty, the Reserve Pilots RDP, the period of time from the start of a RAP until the Pilot is released from any assigned FDP, may not exceed eighteen (18) hours. The CARs may restrict a Reserve Pilot to lesser limits based on that Pilots activity during the Window of Circadian Low (WOCL).

5.19.4 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.

5.19.5 Crew Scheduling may release Pilots from their RAPs at any time and there shall be no deduction of pay and credit.

## **5.20 RESERVE PILOT CALL-OUT**

- 5.20.1 A Reserve Pilot is responsible for being available for call-out at their Base.
- 5.20.2 Except as provided in paragraph 5.21.2 below, a Reserve Pilot shall not be required to perform any standby Reserve.
- 5.20.3 Crew Scheduling may attempt, and a Pilot may accept, an assignment from Crew Scheduling by email, provided that occurs more than fourteen (14) hours prior to Report. Crew Scheduling must make positive contact with a Reserve Pilot when making any assignment with a Report Time of less than fourteen (14) hours, including any Assignment given during a RAP.
- 5.20.4 A Pilot on Reserve in CYWG shall be provided a call-out period of not less than ninety (90) minutes notice to report for a Reserve assignment. A Pilot on Reserve at any other Base shall be provided a call-out period of not less than seventy-five (75) minutes notice to report for a Reserve assignment.
- a) Nothing prevents a Pilot from voluntarily accepting a report of less than ninety (90) or seventy-five (75) minutes as applicable.
  - b) If the Company requires, and a Reserve Pilot accepts a Report with sixty (60) minutes or less, the entire time the Pilot was in the RAP and all Duty time of the assignment must be included in the allowable FDP as referenced in [Subsection 4.3 \(DUTY PERIODS\)](#).
- 5.20.5 A Pilot on Reserve shall call Crew Scheduling back within fifteen (15) minutes of attempted contact. If the Pilot does not return the call within fifteen (15) minutes, Crew Scheduling shall make one (1) more attempt to contact that Reserve Pilot before assigning the Pairing to another Pilot.
- a) A Pilot on Reserve who fails to return contact with the Company shall have their monthly pay and credit reduced by the Credit value of the Reserve Day. The Pilot on Reserve subject to this provision shall have no further obligation to the Company until their next RAP or assignment.
  - b) A Pilot on Reserve who promptly notifies the Company that they are in fact available shall resume their assigned RAP and shall not suffer any loss of Credit or Pay.

## **5.21 RESERVE ASSIGNMENTS**

- 5.21.1 Reserve Pilots will be offered Pairings in order of seniority, subject to the following:
- a) A senior Reserve Pilot shall be allowed to pass on the assignment, unless:
    - i) They are the only Reserve Pilot available, or all other Reserve Pilots have reached the ninety (90) credit hour limit specified in paragraph 5.18.6 a);  
or

- ii) In the event that it is shown that the Assignment would affect the senior Pilot's schedule for the following Day(s), the Company may assign the flight to a more junior Pilot at the same Base who is on Reserve; or
    - iii) The senior Reserve Pilot available that Day must accept the Assignment if it is shown that the Assignment would affect the junior Pilot's schedule for the following Day(s); or
    - iv) The Pilot needs to maintain currency.
  - b) The most junior Reserve Pilot must accept the Assignment if all senior Reserve Pilots have exercised their right to pass. If requested, Crew Scheduling shall inform the Reserve Pilot of the reasoning of their selection for the Assignment.
- 5.21.2 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 ninety (90) minutes after the original Report Time for possible reassignment. If there is no reassignment within the ninety (90) minute period, the Pilot shall be released from Duty and credited for that Day. Once reported for Duty, the Reserve Pilot is in an active FDP.
- 5.21.3 Unless expressly provided in the Reserve Subsections in Section 5 (SCHEDULING), all provisions within [Section 4 \(HOURS OF SERVICE\)](#) and [Section 5 \(SCHEDULING\)](#) shall apply to the Reserve Pilot once assigned a Pairing. However, a Reserve Pilot may be assigned Duty up to the maximum of available scheduled Reserve Days within their Block of Reserve. The Company shall not add additional Reserve Days to a Reserve Pilot without their consent.
- 5.21.4 A Reserve Pilot assigned a pairing and in an active FDP will make positive contact with Crew Scheduling upon returning to their Base at the end of a pairing and prior to being released to Rest.

## **6 SENIORITY**

### **6.1 GENERAL**

- 6.1.1 A PSSL for Pilots shall be established. Such list shall contain the names, status, base, and equipment of all Pilots as well as their respective seniority dates. Pilots shall be assigned a seniority date and number upon the commencement of training as a Pilot with the Company.
- 6.1.2 The Company is responsible for maintaining the PSSL. The PSSL shall be updated and posted on the Company intranet within the first seven (7) calendar days of each month.
- 6.1.3 The PSSL shall be open for correction for a period of twenty-one (21) calendar days from date of posting, on presentation of proof of error by a Pilot or a representative of the Association. When a Pilot is on vacation when such a list is posted, he shall have seven (7) calendar days after his return to Duty, or until the end of the twenty-one (21) calendar day period (whichever is later) to register such protest. Any omissions or errors are to be brought to the attention of the Chief Pilot within the specified time period, otherwise the PSSL as posted shall be considered as final and binding and no longer subject to challenge. However, by mutual agreement, the Company and the Association shall have the authority to correct errors at any time.
- 6.1.4 Seniority errors, which cannot be satisfactorily resolved, shall be processed through [Section 22 \(GRIEVANCE PROCEDURE\)](#), and if necessary, [Section 24 \(ARBITRATION\)](#).
- 6.1.5 A Pilot performing non-flying, supervisory or management duty shall retain and accrue seniority. When a Pilot is released from such position, he may exercise his seniority as per paragraph 6.2.3.
- 6.1.6 A Pilot while on short-term or long-term disability will continue to accrue seniority.

### **6.2 APPLICATION OF SENIORITY**

- 6.2.1 Seniority shall govern all Pilots in the case of:
- a) Awarding of all Positions (e.g., opportunity to qualify on other Equipment, or change Base, Equipment or Status);
  - b) Retention in case of reduction in force and recall after layoff, in accordance with the provisions of [Section 17 \(LAYOFF AND RECALL\)](#);
  - c) Awarding of the monthly Block schedule;
  - d) Choice of vacation/statutory periods.
- 6.2.2 Where two (2) or more newly hired Pilots are employed on the same date, their precedence on the PSSL will be determined by separate lotteries carried out in a manner acceptable to the Association in the following order:
- a) By time served in any previous ground position at Perimeter,



- b) Pilots leaving the direct employ or having been furloughed and not recalled by a company owned by Exchange Income Corporation or by a company whose Pilots were represented by ALPA at that time,
- c) All other Pilots.

6.2.3 A Pilot returning from non-flying, Supervisory or Management duties shall return to the Position they held prior to becoming such a Pilot. If that Position is not available, they shall return to a Position their seniority entitles them to hold, which shall not result in the Displacement of another Pilot.

### 6.3 LOSS OF SENIORITY

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

- a) resigns, subject to the provisions of paragraph 6.3.2;
- b) retires, subject to mutual agreement between the Company and the Association;
- c) is discharged for just cause;
- d) fails to return from layoff or is not recalled from layoff subject to the provisions of [Section 17 \(LAYOFF AND RECALL\)](#);
- e) was on medical leave, and his Civil Aviation Medical Examiner (CAME) has medically certified the Pilot fit to return to work, and the Pilot refuses to do so;
- f) is not on an approved leave of absence or layoff and is no longer in contact with the Chief Pilot or his designate for a period of six (6) consecutive Months;
- g) is absent from work for any reason, other than layoff, for a period of two (2) years inclusive from his last day at work, unless otherwise stipulated in any applicable statute.
- h) forfeits seniority pursuant to other terms of this Agreement.

6.3.2 A Pilot resigning his position in good standing and returning to employment with the Company within 180 calendar days from his date of resignation, can retain his previously accrued seniority and years of service.

- a) The Pilot must submit his application in accordance with the Company's hiring policy;
- b) There must be a suitable position vacancy at the time of re-hire;
- c) No Pilot on the PSSL at the date of any such re-hire shall be involuntarily bumped from his position, nor shall he be given an involuntary layoff;
- d) The Pilot's vacation entitlement will be determined by his previously accrued years of service;

- e) The Pilot shall be paid at a level of pay that is equal to his previously accrued level at the time of resignation.
- 6.3.3 Previously accrued seniority as specified in paragraph 6.3.2 shall be calculated by counting back from the new date of hire an amount of time equal to his previously accrued seniority prior to resignation. This date would then be the basis of the new seniority number.
- 6.3.4 The time limit as specified in paragraph 6.3.2 shall only be extended by mutual agreement between the Company and the Association.
- 6.3.5 When a Pilot resigns, they must submit written notification to the Company. The Company, upon receipt of a Pilot's resignation, shall forward a copy to the MEC Chair.

## **7 SUPERVISORY AND MANAGEMENT PILOT FLYING**

### **7.1 GENERAL**

- 7.1.1 Supervisory Pilots shall be bound by the terms and conditions of this Agreement unless otherwise specified herein.
- 7.1.2 Nothing in this Agreement shall restrict the Company's rights to transfer Pilots to non-flying, Supervisory, or Management duties with their concurrence, or the right to withdraw Pilots from such non-flying, Supervisory, or Management duties.
- 7.1.3 A Pilot returning from non-flying, Supervisory or Management duties will be able to return to line flying in the status his seniority will allow him to hold as specified in paragraph 6.2.3.
- 7.1.4 A Management Pilot may perform such flying as required by the Company up to a maximum of forty (40) flight hours per Month. The total number of flight hours flown by all Management Pilots shall not exceed one hundred and twenty (120) per Month. Any hours in excess shall require the consent of the MEC Chair or their designate, which shall not be unreasonably withheld.
- Note: The present 703/704 Pilot Training Manager, Captain Ron Adolph, shall be excluded from the provision in paragraph 7.1.4 above, while in the Position of 703/704 Pilot Training Manager. Should Captain Adolph change Positions or should a new 703/704 Pilot Training Manager be named, the provision in paragraph 7.1.4 will apply.
- 7.1.5 Management Pilots may be included on the monthly schedule as required by the Company to meet its service requirements and/or replace non-Management Pilots after flying has been scheduled. A non-Management Pilot who is so replaced by a Management Pilot will be free from Duty during the period of such replacement and shall receive their scheduled credits and pay.
- 7.1.6 In addition to the maximum flight hours per month referred to in paragraph 7.1.4, Management Pilots may perform such flying in order to cover any flying when no qualified Pilot has indicated a willingness to accept the Open Time flying.
- 7.1.7 Management Pilot flying shall not prevent upgrades or the creation of new positions.
- 7.1.8 Information as to hours flown by Management Pilots shall be made available to the MEC Chair upon request.
- 7.1.9 The MEC Chair shall be notified of any additions or deletions to the Management Pilot staff.

## **8 PROBATION**

### **8.1 GENERAL**

- 8.1.1 All new-hire Pilots shall be subject to a Probation Period of six (6) months of continuous active service, starting from their date of hire with the Company. This six (6) month period may be extended, by mutual agreement between the Company and the MEC Chair, to a maximum total of twelve (12) months of continuous active service with the Company.
- 8.1.2 A Probationary Pilot who is on a leave of absence or laid off during their probation period, when recalled for Duty, shall be credited with their previous period of employment in fulfilling their probationary period.
- 8.1.3 Where the Company determines that a probationary Pilot's performance is lacking, the Company will advise the Pilot and draw the deficiencies to his attention, as well as notify the MEC Chair.
- 8.1.4 During the probation period, the Company has the sole discretion to retain or discharge any probationary Pilot. Should the Company discharge a probationary Pilot, it shall give him reasons for his dismissal in writing with a copy to the MEC Chair.
- 8.1.5 A probationary Pilot shall be entitled to file a grievance in accordance with the provisions of [Section 22 \(GRIEVANCE PROCEDURE\)](#), with no recourse to arbitration as set out in [Section 24 \(ARBITRATION\)](#).
- 8.1.6 No Pilot shall be required to serve more than a twelve (12) month cumulative period of probation with the Company.

## **9 FILLING OF POSITIONS**

### **9.1 GENERAL**

- 9.1.1 The objective of [Section 9 \(FILLING OF POSITIONS\)](#) is to provide an orderly method of applying the principles of seniority to the selection process of Pilot Positions, and to ensure a measure of stability for the Pilot's base and working conditions.
- 9.1.2 While the Parties recognize the importance of seniority in the application of this Agreement, it must be understood that the safety of the travelling public and the Company is our primary focus.
- 9.1.3 The Parties agree to use the Selection Review Committee in the selection process for the filling of vacant Positions.
- 9.1.4 The Company may use evaluation tools for the purpose of evaluating Pilots for Position upgrades. (e.g., periodic reviews, peer recommendations, simulator evaluations, upgrade training, line checks.) The results of the evaluation tools shall be communicated to the Pilot and the Selection Review Committee.

### **9.2 BASES**

- 9.2.1 For the purpose of this Agreement, the following locations will be recognized as Pilot Bases:
- a) Winnipeg (CYWG),
  - b) Thompson (CYTH),
  - c) Sioux Lookout (CYXL),
  - d) Thunder Bay (CYQT), and
  - e) Timmins (CYTS).

All Pairings shall initiate and terminate from a Pilot Base.

- 9.2.2 If a new Base is anticipated, the Company shall post a notice to the Pilots a minimum of thirty (30) calendar days in advance. A copy of any such notice shall be sent to the MEC Chairman. The Company and the Association will enter into negotiations for the purpose of establishing terms and conditions of such base. If possible, terms and conditions shall be established prior to the date the base becomes operational. If not, the Company will establish interim terms and conditions and enter into negotiations with the Association within seven (7) calendar days. If an agreement cannot be reached within a further thirty (30) calendar days, the difference may be submitted by either Party to the next available Arbitrator as listed in [Subsection 24.2 \(ARBITRATOR SELECTION\)](#) of this Agreement.
- 9.2.3 In the event new Pilot Bases are added, the Company will post a notice for position vacancies in accordance with [Subsection 9.6 \(BIDDING OF POSITIONS\)](#).

### **9.3 TEMPORARY BASE**

- 9.3.1 When a charter or contract operation requires that an aircraft be positioned away from an established Base temporarily, the Company may offer a temporary Base bid to currently qualified Pilots holding Equipment Assignments to the type, provided that:
- a) No Pilot other than the most junior qualified will be forced into such a bid.
  - b) No Pilot shall lose his permanent Position or be reduced in Status as a result of a Temporary Base.
- 9.3.2 Temporary Bases will be offered in monthly increments to a maximum of six (6) months. Should such operations extend beyond six (6) months, the Temporary Base will be cancelled unless an extension is mutually agreed between the Company and the Association, which agreement shall not be unreasonably withheld.
- 9.3.3 Pilots assigned to a Temporary Base will be reimbursed for expenses as per [Section 19 \(EXPENSES LODGING AND TRANSPORTATION\)](#), while assigned to a Temporary Base.
- 9.3.4 Should the Pilot be required by the Company to return to his Base during the bid period, he shall travel at the Company's expense.
- 9.3.5 A Pilot that has vacation that falls within this period will have their vacation reassigned to another period in accordance with [Subsection 12.7 \(VACATION REASSIGNMENT\)](#).

### **9.4 BASE TRADE**

- 9.4.1 Pilots holding a position on the same Equipment and Status will be permitted to make a mutual exchange of Base provided:
- a) The Pilots concerned are entitled by seniority to hold the position at the Base of intended transfer.
  - b) That written approval is obtained from the Company and the MEC Chair, or his designate.
  - c) That the Association receives no objections from any Pilots between the seniority numbers of the two (2) Pilots trading Bases.

### **9.5 ELECTRONIC STANDING PREFERENTIAL BID (ESPB)**

- 9.5.1 The Company shall use a real time computerized web-based Electronic Standing Preferential Bid (ESPB) system that allows for the bidding of Positions and posting of awards.
- 9.5.2 Pilots shall maintain on file, on the approved form, an ESPB with the Company. All ESPBs or changes to ESPBs shall be emailed to the Pilot as a confirmation of changes. The format of the ESPB form may be altered by mutual agreement between the Company and the Association to satisfy changing operating conditions.

9.5.3 Only those ESPBs on file by 14:00 CT on the closing date of the posting of the Permanent or Temporary Position shall be considered.

9.5.4 New hire Pilots shall be trained and assisted in filing their first ESPB.

## **9.6 BIDDING ON POSITIONS**

9.6.1 When a vacancy for a Permanent or Temporary Position occurs, the Company shall post a notice for seven (7) calendar days as well as email all Pilots and send a copy to the MEC Chair. This notice shall contain at least the following information:

- a) Bulletin number and Date of Issue;
- b) Type of Position and Duration (i.e., Permanent or Temporary);
- c) Pilot Base, Equipment and Status;
- d) Projected Number of Vacancies;
- e) Effective Date;
- f) Closing Date of Posting;
- g) Qualifications, excluding type rating; and
- h) Duration.

9.6.2 For the purposes of this Section, the Company shall post consistent qualifications for all Positions. Notwithstanding, if a client or the nature of the operation demand more restrictive qualifications, the Company and the MEC shall mutually agree on these more restrictive qualifications prior to posting. The Association shall not unreasonably withhold approval for adjusting the standard qualifications in paragraph 9.6.1 above.

- a) The more restrictive qualifications shall be included in the Vacancy posting under "Qualifications" as per paragraph 9.6.1 g).
- b) When awarding the Position in accordance with paragraph 9.7.1 below, the Company shall award the most senior Pilot that meets a client's more restrictive qualifications.

9.6.3 Any Pilot (including one who is out of service, provided he is reasonably expected to be available for work) may submit a bid in writing and e-mail to the Chief Pilot or his designate by the closing date.

9.6.4 The Company will make a reasonable effort to ensure that Pilots on vacation will be notified of a Vacancy. Pilots are responsible for providing the Company with a reasonable means of contact.

9.6.5 It is understood that there shall be no downward bidding for position vacancies. However, in recognition of exceptional circumstances, downward bidding may be approved by mutual agreement between the Parties.

## **9.7 AWARDING OF POSITIONS**

- 9.7.1 All Position Vacancies shall be awarded in accordance with seniority provided that the Pilots' licenses and qualifications, excluding type ratings, are sufficient in accordance with the minimum requirements contained in the Transport Canada Regulations and this Agreement. If applicable, the Pilot must also meet the conditions in the Company's Upgrade Policy.
- 9.7.2 Within fourteen (14) calendar days after the closing date of the posting the Company will post the bid results, inform the successful candidate(s) and advise the MEC Chair in writing of the award(s).
- 9.7.3 A Pilot awarded a Position shall be bound by such award unless extenuating circumstances exist of a nature satisfactory to the Company. Extenuating circumstances are limited to personal and family emergencies.
- 9.7.4 If no applications are received from Pilots who meet the qualifications in accordance with paragraph 9.7.1 for a permanent or temporary vacancy, the Company may hire a new Pilot from outside of the bargaining unit to fill the Position Vacancy.
- 9.7.5 A Pilot who is awarded a Position where an initial training course is required, may be subject to an Equipment Freeze, at Company discretion, for a period of up to twelve (12) months. The start date of such freeze shall be the effective date of the bid or the date of a successful Pilot Proficiency Check (PPC), whichever is earlier. A new hire Pilot will also be required to remain in their initial Equipment type for a period of twelve (12) months. The Company may, at its discretion, waive such freeze period in order of seniority. If a Pilot is frozen on their Equipment, no Pilots junior to that Pilot may have their freeze waived.
- 9.7.6 During any freeze period a Pilot shall be permitted to bid for Position Vacancies on other Equipment provided the effective date of the applicable Position begins within sixty (60) days of the completion of the freeze period.

## **9.8 TEMPORARY POSITIONS**

- 9.8.1 Temporary Positions may be made when there are insufficient Pilots of required status in permanent Positions at a Base to cover all flights on that Equipment. Such a Temporary positions may be created under the following conditions:
- a) Any vacancies of six (6) months duration or less; or
  - b) A vacancy arising due to illness of a Pilot, provided that the illness is not expected to last more than six (6) months; or
  - c) A vacancy arising due to maternity or parental leave for the term of such leave.
- 9.8.2 Temporary Positions shall be awarded in accordance with [Subsection 9.7 \(AWARDING OF POSITIONS\)](#).
- 9.8.3 When a temporary position expires, the Pilot in the temporary position shall return to his permanent position.



9.8.4 Pilots on temporary assignment at another Base shall be eligible for expenses as per [Section 19 \(EXPENSES, LODGING AND TRANSPORTATION\)](#) at that Base for the duration of the temporary assignment. A Pilot on temporary assignment at another Base shall be returned to their home Base during days off at the Company's expense. If the Company and the Pilot agree, the Pilot may remain at the established base during their days off, and reimbursement for living expenses shall be continued.

## **9.9 REDUCTION BIDS**

9.9.1 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. The Parties shall cooperate to devise a plan for the implementation of such Reduction Bid.

9.9.2 The Reduction Bid shall be processed in accordance with Subsection [9.6 \(BIDDING ON POSITIONS\)](#) and [Subsection 9.7 \(AWARDING OF POSITIONS\)](#) above, which includes all open Positions.

9.9.3 Notwithstanding paragraph 9.9.2, if the Company is moving equipment from an existing Permanent Base to another existing or new Permanent Base, and there is no Reduction in the number of Pilots, the Pilots affected by the Equipment movement, in order of seniority, shall be permitted to follow the Equipment and retain their Status. Where a Pilot chooses not to follow their Equipment, they may Displace a more junior Pilot in any Position at their Base in accordance with [Subsection 9.10 \(DISPLACEMENTS\)](#).

9.9.4 Pilots in the Position being reduced may apply for and be awarded any Position Vacancy in seniority order regardless of whether an Equipment Freeze exists for the Pilot.

## **9.10 DISPLACEMENTS**

9.10.1 Should there not be enough vacancies for the number of Pilots affected by a Reduction Bid, or a Pilot is displaced by any other means, then the affected Pilot(s) may Displace a more junior Pilot in any Position.

9.10.2 A Pilot who is Displaced may Displace any other more junior Pilot in any Position without regard to Equipment Freezes.

9.10.3 The effective 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 and line indoctrination, or forty-five (45) Calendar Days after the notice of displacement.

9.10.4 During any Displacement to a lower Equipment and/or Status, if a senior Pilot begins in the new Position before a junior Pilot, they shall be entitled to their previous rate of pay until all junior Pilots awarded that Equipment and/or Status begin in the new Position.

9.10.5 A Pilot Displaced into a different equipment type may be subject to an Equipment Freeze, at Company discretion, for a period of up to six (6) months. Such freeze shall not apply to an upgrade in Status. The Company may at its discretion waive such freeze period in order of seniority.

## **9.11 REINSTATEMENT RIGHTS**

- 9.11.1 A Pilot reduced or displaced from their Permanent Position will hold the reinstatement rights to their former Permanent Position for a period not exceeding twenty-four (24) Months from the effective date as per paragraph 9.10.3.
- 9.11.2 During the awarding process a Pilot holding the reinstatement rights to a Position shall have the Position reserved for them when a vacancy becomes available. Subject to paragraph 9.11.1, such a vacancy shall be held until such time as the Pilot holding the reinstatement rights has been returned to their protected Position or waives their reinstatement rights by declining to return to their protected Position at the first Position vacancy bid with an opening for that Position.
- 9.11.3 If more than one (1) Pilot holds reinstatement rights to a Position, reinstatement will be awarded in order of seniority from the Pilots holding reinstatement rights to that Position.

## **9.12 TYPES AND VARIANTS**

- 9.12.1 It is recognized that several variants of one (1) type exist (ex. SA227AC and SA227DC.) For the purposes of this agreement the following are considered variants of the same type.
- a) DH8-1xx and DH8-3xx
  - b) SA227AC, SA227CC, SA227DC
- 9.12.2 No Pilot shall be required to remain current or renew a PPC on more than one (1) type of Equipment requiring a separate type rating, 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.

## **9.13 SELECTION REVIEW COMMITTEE**

- 9.13.1 All bids to a permanent/temporary Positions shall be reviewed by the Chief Pilot. Should the Chief Pilot not select the senior Pilot candidate, they will forward the disputed bid, with reason(s) of their decision, to the SRC for evaluation.
- 9.13.2 An SRC, reporting to the Chief Pilot, shall be established to evaluate Pilot candidates who bid to any permanent/temporary Position Vacancy when so required by the Chief Pilot. The SRC shall comprise of, where possible, a Company Check Pilot (appropriate to type currently flown) or a senior Captain on the type currently flown who is not otherwise included on the Committee, a non-management Training Captain (appropriate to type currently flown), and two (2) line Captains chosen by the MEC Chair.
- 9.13.3 The SRC shall be empowered to evaluate a Pilot's qualifications, demonstrated competence and such other factors, as the SRC deems appropriate, relevant to the Position being sought.

- 9.13.4 Throughout the evaluation process, the SRC shall endeavor to reach mutual consensus on the evaluation of a candidate. The SRC shall submit supporting or non-supporting recommendations to the Chief Pilot, based on its majority decision. The Chief Pilot retains the right to decide the selection. In the event a senior Pilot candidate is not selected for a Position, the Company shall inform such Pilot in writing stating the reasons therefore and provide a copy to the MEC Chair, within fourteen (14) calendar days of the delivery of the recommendation of the SRC to the Chief Pilot. A Pilot who has been disqualified shall be able to grieve such decision in accordance with [Section 22.0 \(GRIEVANCE PROCEDURE\)](#).
- 9.13.5 Recommendations by the SRC shall be valid for one hundred and eighty (180) calendar days.
- 9.13.6 Notwithstanding paragraph 9.13.5, a Pilot displaying improvement may, at the discretion of the Chief Pilot, have their file re-evaluated by the SRC.

## **10 TRAINING**

### **10.1 GENERAL**

- 10.1.1 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.
- 10.1.2 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).
- 10.1.3 Training shall be conducted as per the Company's Company Operations Manual (COM), Flight Crew Training Manual (FCTM) and Company training standards.
- 10.1.4 Training shall include, but is not limited to, initial and recurrent ground school, flight training including aircraft and simulator training, LOFTs and PPCs, Line Indoctrination, and Line Checks, all training listed in the FCTM, and all other required Online Training Events (OTE).
- 10.1.5 All Training, any endorsements or currency, and publications, as required by the Company or Transport Canada regulations, shall be provided, and maintained at Company expense.
- 10.1.6 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.
- 10.1.7 No period of flight training shall have more than one (1) trainee on an aircraft at one time or two (2) trainees in a simulator, without the consent of the Pilot(s) being trained. Gravel training, or GPS training and checks shall be excluded from this provision.
- 10.1.8 Observers shall not be permitted on the aircraft or in the simulator when a Pilot is undergoing a PPC or check event other than normal crew, Training Captain, Approved Check Pilot (ACP), or Transport Canada Air Carrier Inspector without the consent of the Pilot(s) being assessed.
- 10.1.9 The Company recognizes the value of Association members performing ground training and flight training, including aircraft and simulator training. The Company shall endeavor to designate all Training Pilots from the Perimeter Aviation Pilot System Seniority List.
- 10.1.10 Notwithstanding paragraph 10.1.9, should the need arise where the Company would utilize third party Training Pilots, the Company shall consult with the Association for the purposes of minimizing the impact on training work available to Pilots on the Perimeter Aviation Pilot System Seniority List.

- 10.1.11 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.
- 10.1.12 A Pilot shall not be required to operate their previously assigned Equipment type once they have commenced aircraft or simulator training on their newly assigned Equipment type, until such Pilot has completed Line Check or Line Indoctrination, as applicable, on the new Equipment type.
- 10.1.13 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. 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.

## 10.2 SCHEDULING

- 10.2.1 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 aircraft or simulator training and twenty-four (24) hours' notice for all other training events.
  - a) In instances where less than the required notice is provided, training and checking events may proceed with the Pilot's consent.
  - b) 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.
- 10.2.2 Notwithstanding paragraph 10.2.1, if a disruption in a Pilots training event occurs that is not within the Company's control, the Pilot may be assigned to complete their training the following Day provided the Pilot was already scheduled to other Duty that Day. Where a Pilots schedule is modified for such training, they shall be credited and paid the greater of their previously scheduled Duty or the Training event.
- 10.2.3 A Pilot who has been scheduled for their training or checking event in accordance with this [Subsection 10.2 \(SCHEDULING\)](#), may be removed from their training assignment and reassigned to Flight Duty in accordance with [Subsection 5.11 \(PAIRING MODIFICATIONS\)](#) provided:
  - a) the reassignment is being done as a last resort after exhausting the options in [Subsection 5.15 \(OPEN TIME FLYING\)](#), including the use of all management Pilots, to ensure the scheduled flight is able to operate; and
  - b) the Pilot is notified of this reassignment in advance. In this case advance notice will mean by no later than the times specified in [Subsection 5.8 \(NOTIFICATION OF UNEXPECTED DELAY – AT BASE\)](#) or [Subsection 5.9 \(NOTIFICATION OF UNEXPECTED DELAY – AWAY FROM BASE\)](#), whichever is applicable.

- 10.2.4 Any Duty period involving training shall be scheduled with a minimum rest period free from all Duty, in accordance with the applicable CARs regulations prior to the training.
- 10.2.5 Except where a Pilot fails to qualify and is subject to [Subsection 10.6 \(FAILURE TO QUALIFY\)](#), no training or Check rides shall be required on a Pilot's Day Off unless mutually agreed to between the Company and the Pilot. Any training or check ride on a Pilot's Day Off shall be compensated at the WDO rate.

### **10.3 GROUND TRAINING**

- 10.3.1 When deadheading is not required a ground training session shall not exceed nine (9) instructional hours in any given Calendar Day. When deadheading to a training location is required, the total time from check-in to the completion of the instructional training shall not exceed twelve (12) hours. Where possible, ground training will be scheduled on a continuous basis until completion.

### **10.4 SIMULATOR OR AIRCRAFT TRAINING**

- 10.4.1 No aircraft or simulator training will be combined with any other Duty within the same calendar day, except for deadheading. Other Duty may be included with the Pilot's consent.
- 10.4.2 When Deadheading is not required, the maximum Duty period shall be ten (10) hours. When deadheading to a training location is required the maximum Duty period shall be twelve (12) hours. The maximum period of aircraft or simulator training, excluding the time required for briefing and debriefing are as follows:
- a) three and one half (3.5) hours if one (1) candidate is present; or
  - b) six (6) hours if two (2) candidates are present.
  - c) Where possible, aircraft or simulator training will be scheduled on a continuous basis until completion.
- 10.4.3 A Pilot shall be given forty-eight (48) hours advance notice of all Company PPCs and LCs. This notice may be waived by the Pilot.
- 10.4.4 Initial or Recurrent training and check rides shall not be conducted within the same session, or scheduled on the same calendar day, without the consent of the Pilot. Specific GPS training and GPS check rides shall be excluded from this provision.
- 10.4.5 Where a pilot monitoring Safety Pilot is required during a Check event, a Company designated Training Pilot will be scheduled to perform such duties. If a Training Pilot is not available, with the Pilots consent, the Company may appoint a Pilot to act as the pilot monitoring Safety Pilot.
- 10.4.6 Notwithstanding paragraph 10.4.5 above, during a Check event or LOFT conducted in a simulator, if a Training Pilot is not available, the Company may appoint a Pilot to act as the pilot monitoring Safety Pilot. In such cases, the appointed Pilot shall not be subject to Regulatory or Company jeopardy, or discipline.

## **10.5 ONLINE TRAINING EVENTS (OTE)**

- 10.5.1 A Pilot shall be scheduled in accordance with their monthly schedule award in [Subsection 5.5 \(SCHEDULING BUILDING AND AWARDED\)](#) for a period of four (4) duty hours to perform their required Online Training Events for that month.
- 10.5.2 Where Online Training Events that are not scheduled as part of the Pilot's monthly schedule arise, the Company may require a Pilot to complete such OTEs. The Pilot will be paid and credited in accordance with paragraph 3.2.14 b) in such circumstances.

Note: The Parties shall meet on an annual basis to review the list of scheduled OTE's and the hours required to complete these events. Should the OTE hours increase from one year to the next, the scheduled hours in paragraph 10.5.1 above will need to be adjusted.

## **10.6 FAILURE TO QUALIFY**

- 10.6.1 A Pilot who fails to demonstrate the required proficiency at any stage of initial or recurrent training, including Check rides or LOFTs, Line Indoctrination, or Line Checks shall be subject to the following:
- a) In the case of a failure to achieve a recommendation for a PPC or failure of a PPC itself, a Pilot shall be given reasonable additional training in the areas where 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) In the case of a failure of a Line Check itself, a Pilot shall be given reasonable additional training in the areas where the required proficiency was not demonstrated, followed by the appropriate line check.
- 10.6.2 The scheduling of any subsequent training after a failure shall be established by the Company following examination of the reason(s) for the failure and discussions or meetings with the Pilot involved. The Pilot will be afforded a reasonable opportunity to consult with the Association if they desire before any such discussions or meetings take place.
- 10.6.3 A Pilot who fails to qualify and who subsequently is to receive additional training will have the option of having such training and check rides conducted by a different Training Pilot and/or check Pilot when available.
- 10.6.4 When a Pilot fails to qualify, they may be held out of service; and the Pilot shall be credited and paid MDC of four point three (4.3) for each scheduled day of work missed. The affected Pilot will be provided with training and requalified as quickly as practicable. Such training and check rides may be rescheduled on a day off with the Pilots consent, and the Pilots pay shall be at their regular rate for the rescheduled days.

- 10.6.5 Should a Pilot fail to qualify after subsequent training and/or check ride, their case shall be reviewed by the Company in consultation with the Association and they shall be advised in writing within thirty (30) Days with regards to their future employment status with the Company.
- 10.6.6 A Pilot shall have full access to [Section 22 \(GRIEVANCE PROCEDURE\)](#), if any disciplinary or discharge action is taken as a result of a failure to maintain or demonstrate the required level of proficiency as described herein.

## **10.7 POSITION AND EQUIPMENT UPGRADES**

- 10.7.1 A Pilot who fails to demonstrate the required proficiency during their upgrade check ride shall be subject to the following:
- a) They shall have the option of returning to their previous Position and will not be eligible to bid on an upgrade Position for six (6) months unless approved earlier by the Company.
  - 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 they shall be advised in writing within thirty (30) Days with regards to their future employment status with the Company.

## **10.8 DOWNGRADES**

- 10.8.1 A Pilot failing to qualify, during any phase of downgrade training, will be provided with additional training in the areas graded as unsatisfactory, as scheduled by the Company in consultation with the Pilot and the Association. Failure to qualify after the second check ride will result in a meeting among the Company, the Pilot and the Association, to make a decision as to the Pilot's future employment status with the Company.

## **10.9 LINE INDOCTRINATION AND LINE CHECK**

- 10.9.1 A Pilot failing to qualify during a Line Check or an initial Line Check within fifty (50) hours of flight time will be provided with an additional twenty-five (25) hours line indoctrination and a second Line Check. The Pilot shall have the option of a different Check Pilot for his second Line Check, if available.
- 10.9.2 Should the Pilot elect to receive additional line indoctrination and fail the Line Check, they will be reverted back to their previous Position and will not be eligible to bid on an upgrade position for six (6) months, unless approved earlier by the Company.



## **10.10 CAPTAIN IN TRAINING PROGRAM**

- 10.10.1 The Company may, at its discretion, offer First Officers the opportunity to complete upgrade training when their recurrent training is due. In such cases, the Company will give the Pilot a minimum of one (1) months' notice prior to their upgrade training, although less notice will be considered appropriate if the Pilot agrees.
- 10.10.2 A Pilot who fails to demonstrate the required proficiency during their upgrade check ride or decides not to undergo a Captain check ride after undergoing upgrade training shall be subject to the provisions of [Subsection 10.7 \(POSITION AND EQUIPMENT UPGRADES\)](#) of the Agreement.

## **10.11 TRANSPORTATION AND EXPENSES**

- 10.11.1 The Company shall be responsible for all training costs associated with this Section.
- 10.11.2 The Company shall provide accommodation, expenses, and Per Diems, in accordance with [Section 19 \(EXPENSES LODGING AND TRANSPORTATION\)](#).
- 10.11.3 All Deadheading for the purposes of this Section will be done so traveling on positive space tickets.

## **10.12 INITIAL GROUND SCHOOL**

- 10.12.1 In conjunction with the Association-supervised seniority draw identified in [Subsection 6.2 \(APPLICATION OF SENIORITY\)](#), 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.

## **10.13 TRAINING CONTRACTS**

- 10.13.1 The Company retains the right to use training contracts for Pilots subject to the following:
- a) A Pilot who receives initial training who leaves the employ of the Company either voluntarily or by dismissal for cause within the twenty-four (24) month period following such training, shall (subject to forgiveness as follows) forthwith reimburse the cost of the training, up to a maximum of twelve thousand (\$12,000) dollars.
    - i) Leaves within 0 – 12 months: 100% of training costs, less 2.083% for each of those completed months (i.e., forgiveness of 25% for the full year)
    - ii) Leaves within 13-24 months: 75% of training costs, less 6.25% for each of those completed months (i.e., forgiveness of the remaining 75% for the full second year)

- b) A Pilot who is laid off will not be required to reimburse the Company for training costs unless he fails to return from layoff upon being required to return by recall, at which time the training costs become due and payable. Time spent on layoff will not be taken into account when calculating the amount of forgiveness.
- c) The Company will be deemed to forgive in full a Pilot's training costs if:
  - i) the Company files for bankruptcy;
  - ii) the Pilot dies; or
  - iii) the Pilot loses his Class 1 medical.
  - iv) the Pilot is dismissed during his probationary period.
- d) No Pilot with four (4) or more years of accumulated service as a Pilot will be required to commence a training contract.
- e) No Pilot shall be obliged to carry more than one (1) training contract. On submission of a second training contract the first shall be deemed to be forgiven in full by the Company.
- f) The training contracts to be used shall be attached to this Agreement as [Appendix C.1 – TRAINING CONTRACT METRO](#) and [Appendix C.2 – TRAINING CONTRACT DASH 8](#).

## **11 NEW EQUIPMENT**

### **11.1 GENERAL**

- 11.1.1 The rates of pay specified in this Agreement only apply to the Equipment types specified herein. In the event a new Equipment type is to be introduced by the Company, the Company shall provide notice to the Association of its intention to so introduce such new Equipment type sixty (60) calendar days prior to the date upon which the Equipment will enter service, or as soon as practicable. The application of rates of pay and working conditions, not provided for in this Agreement, for this Equipment will be the subject of negotiations between the Parties.
- 11.1.2 Negotiations shall begin within fourteen (14) calendar days after a request for meetings has been made by either party unless otherwise mutually agreed between the Company and the Association. No Pilot Position posting for such Equipment will be published before preliminary meetings between the Company and the Association have taken place.
- 11.1.3 In the event that the Company and the Association cannot reach an agreement on the appropriate rates of pay and working condition, either party may submit the matter to arbitration in accordance with [Section 24 \(ARBITRATION\)](#).
- 11.1.4 It is understood that the terms of the above paragraphs will not prevent the Company from operating the aircraft on the anticipated date providing that it establishes temporary rates of pay and working conditions. Any temporary rates of pay and working conditions shall be no less than those specified in this Agreement for the type that most closely resembles the seating capacity of the new type. These rates and working conditions will be published with the Position postings and grants full pay retroactivity as per [Section 3 \(COMPENSATION\)](#), as soon as the arbitration decision is known.
- 11.1.5 In the event new Equipment is introduced, positions will be posted in accordance with [Section 9 \(FILLING OF POSITIONS\)](#).

### **11.2 CONTRACT PILOTS**

- 11.2.1 In the event new types of aircraft are procured or new type airline operations are undertaken, Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders on the newly created Vacancies. Such Pilots and their association with the Company shall not exceed one hundred eighty (180) consecutive calendar days or that period of time required to train and qualify current Pilots, whichever is greater.
- 11.2.2 Pilots contracted in accordance with paragraph 11.2.1 shall not be bound by the terms of this Agreement for the period of their association with the Company.
- 11.2.3 If new Positions are created due to expansion of the airline's operations, these Positions will be filled in accordance with [Section 9 \(FILLING OF POSITIONS\)](#).

### **11.3 STAND-ALONE CONTRACTS**

- 11.3.1 The Parties agree that in the event the Company requires Pilots for Stand Alone Contracts, additional Pilots may be hired subject to the following provisions:
- a) Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the sole purpose of qualifying successful bidders on the newly created Vacancies. These Pilots shall not be bound by this Agreement.
  - b) If Vacancies occur that cannot be filled by Pilots already in the employ of the Company additional Pilots may be hired from outside the Company and become members of the bargaining unit. Their seniority shall begin to accrue from the date of hire as a Pilot with the Company and they shall be placed on the PSSL in accordance with that date.
- 11.3.2 For Position Vacancies resulting from Stand-Alone Contracts, all conditions of the Agreement shall apply with the exception of:
- a) Any rules and/or requirements imposed by the contracting party; and
  - b) Any further operational requirements as dictated by the Company's operational plan as submitted to the contracting party; and
  - c) All Pilots accepting a Position for a Stand-Alone Contract shall be governed by the terms of reference defined under paragraph 11.3.2 a) and b); and
  - d) The Company and the Association will review the requirements of the Stand-Alone Contract prior to commencing operations. The Parties shall enter into a LOU and distribute the LOU to the Pilots outlining these requirements. This LOU shall form part of this Agreement.
- 11.3.3 After the awarding and prior to the start of a Stand-Alone Contract, the Company and the Association will review the pertinent sections of the operational plan.
- 11.3.4 Pilots will be permitted to bid on Stand Alone Contract Position Vacancies in accordance with [Section 9 \(FILLING OF POSITION VACANCIES\)](#) and this Section. Additionally, information shall be posted by the Company to define the requirements of the Stand-Alone Contract at least three (3) calendar days prior to the closing date of the posting.
- 11.3.5 All Pilots accepting a Position for a Stand-Alone Contract shall remain in this Position for at least six (6) months or the duration of the Stand-Alone Contract, whichever is less, unless waived at the discretion of the Company.
- 11.3.6 At the conclusion of the term of the Stand-Alone Contract, all Pilots employed under the Stand-Alone Contract shall be allowed to exercise their rights in accordance with the provisions of this Agreement.

#### **11.4 STANDING OFFER CONTRACT**

- 11.4.1 Standing Offer Contracts will be subject to all provisions of this Agreement with the exception of any rules or requirements imposed by the contracting party.
- 11.4.2 The Company and the Association will review the contracting party's requirements of the Standing Offer Contract prior to commencing operations. The Parties shall enter into a joint LOU and distribute the LOU to the Pilots outlining these requirements. This LOU shall form part of this Agreement.

## 12 VACATION

### 12.1 GENERAL

- 12.1.1 The Parties recognize that with the potential advances or changes in System Scheduling Software; amendments to the provisions of this Section may be required due to the new Software. Therefore, prior to implementation of any new Software the parties shall meet to negotiate and mutually agree on any required changes to facilitate the vacation bidding and awarding process.
- 12.1.2 For the purpose of calculating and recording Vacation, the Vacation year shall be the period from January 1 to December 31.

### 12.2 VACATION ENTITLEMENT

- 12.2.1 Annual vacation will be based on completed years of cumulative service as of January 1. Yearly vacation entitlement will be granted, and vacation pay will be calculated as follows:

Years of Cumulative Service	Vacation Entitlement (One week = 5 workdays)	Vacation Pay Accrual of Yearly Gross Pay
Less than one (1) year	0.83 Days per Month	Four Percent (4%)
After one (1) year	Two (2) weeks	Four Percent (4%)
After five (5) years	Three (3) weeks	Six Percent (6%)
After ten (10) years	Four (4) weeks	Eight Percent (8%)
After fifteen (15) years	Five (5) weeks	Ten Percent (10%)

Note: As of Date of Ratification, any Pilot whose Vacation Entitlement was greater than as listed in the table in 12.2.1 above, shall be red circled and have their previous Vacation Entitlement maintained for the duration of this Agreement.

- 12.2.2 A new hire Pilot shall accrue 0.83 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.
- 12.2.3 A Vacation Block shall consist of five (5) Vacation Days totaling twenty one point five (21.5) credit hours. A Pilot shall be credited and paid four point three (4.3) for each Day or twenty one point five (21.5) for each week of Vacation in accordance with [Section 3 \(COMPENSATION\)](#), toward the Pilot's Bid Period schedule.
- 12.2.4 Vacation Entitlement continues while a Pilot is on any Leave of Absence other than a Personal Leave as per [Section 14 \(LEAVES OF ABSENCE\)](#).
- 12.2.5 New hire Pilots and Pilots changing their Position shall only be eligible to bid for Vacation on the Annual Vacation Bid based on their projected Position as of January 1 of the year to which the Annual Vacation Bid pertains.

## 12.3 VACATION SCHEDULING

- 12.3.1 A Vacation Block shall consist of five (5) Vacation Days totaling twenty one point five (21.5) credit hours toward the Pilot's Bid Period schedule.
- 12.3.2 A Pilot must bid their Vacation in a minimum of a five (5) Day Vacation Blocks.
- 12.3.3 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 <sup>st</sup> Block of Vacation Days, and/or after the 3 <sup>rd</sup> 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 <sup>st</sup> Block of Vacation Days, and/or after the 2 <sup>nd</sup> 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 Blocks of Vacation	20	6	Before the 1 <sup>st</sup> Block of Vacation Days, and/or after the 4 <sup>th</sup> 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

12.3.4 Notwithstanding paragraph 12.3.3, a Pilot with less than a full vacation week to bid, will do so as follows:

Vacation Days and VGDO's	When to Bid
One (1) Vacation Day + One (1) VGDO	Bid during monthly bid period
Two (2) Vacation Days + Two (2) VGDO	Bid during monthly bid period
Three (3) Vacation Days + Two (2) VGDO	Bid during monthly bid period
Four (4) Vacation Days + Three (3) VGDO	Bid during monthly bid period

12.3.5 A Pilot shall receive four point three (4.3) hours of pay and credit for each individual Vacation Day in accordance with [Section 3 \(COMPENSATION\)](#).

**12.4 VACATION BID PROCEDURE**

12.4.1 The number of Vacation Blocks available annually in a calendar year shall not be less than one hundred and twenty (120%) of the total Vacation Blocks allocated to Pilots. Each Calendar Month must contain at least six percent (6%) of the annual total Vacation Blocks allocated per Position.

12.4.2 An Annual Vacation Bid package shall be provided to each Pilot electronically by August 1, which is at least one (1) month prior to the first bidding round opening on September 1. The bid package shall include the following:

- a) The total Vacation Blocks available during the upcoming Vacation year by Position;
- b) Each Pilot’s Vacation Entitlement for the upcoming Vacation year;
- c) Any carry-over Vacation Entitlement from prior years, if applicable;
- d) Instructions on how to complete the electronic Vacation Bid process.

12.4.3 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 six (6) hours to place their bid for their applicable Vacation Blocks. The six (6) hour windows shall be equally distributed between 06:00 and 00:00 LT.

Example: Window 1 06:00 – 11:59  
 Window 2 12:00 – 17:59  
 Window 3 18:00 – 23:59

12.4.4 Bidding shall be broken down into two (2) rounds. The first (1st) round bid shall begin on September 1 at 06:00 and close no later than September 30 at 23:59. The second (2nd) round bid shall begin on October 1 at 06:00 and close no later than October 30 at 23:59.

12.4.5 Pilots shall bid and be awarded their yearly Vacation Entitlement in order of Seniority starting with the most senior for each Pilot Base with respect to Equipment type and Status. Pilots may not change their Annual Vacation bid once their bidding period has closed.



- 12.4.6 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 bid or express the maximum number of preferences shall be assigned their Vacation based on remaining available Blocks at the end of the vacation bid process.
- 12.4.7 In round 1 a Pilot may bid their vacation entitlement but shall only be awarded the maximum number of vacation weeks indicated in the table below. In round 2 the Pilot may bid their remaining vacation entitlement and shall be awarded all remaining weeks within their bank.

Years of Cumulative Service	Vacation Entitlement	Round 1	Round 2
Less than one (1) year	0.83 Days per Month	All	-
After one (1) year	Two (2) weeks	2	-
After five (5) years	Three (3) weeks	2	1
After ten (10) years	Four (4) weeks	2	2
After fifteen (15) years	Five (5) weeks	3	2

- 12.4.8 The Company shall post the awarded vacation bid results for the following year on October 31, by no later than 1700 CT.
- 12.4.9 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.
- 12.4.10 A Pilot who does not bid and does not have a standing bid during the Annual Vacation Bid shall have their unassigned vacation weeks assigned by the Company after the normal award process is complete.

**12.5 OPEN VACATION, REBID VACATION, AND VACATION TRADES**

- 12.5.1 On the first (1st) day of each month, the Company shall post all unassigned Vacation Blocks remaining for the calendar year.
- 12.5.2 A Pilot who has Vacation Days available may, no later than the tenth (10th) day of the month, email Crew Scheduling and request to be assigned any of the published Vacation Blocks.
  - a) The Crew Scheduling Supervisor shall grant the assignment of the Vacation Day(s) based on seniority and will advise the Pilot(s) whether their additional Vacation has been scheduled in the publication of the bid package on the dates listed in [Subsection 5.3 \(MONTHLY SCHEDULING PERIODS\)](#).
  - b) If the requested Vacation is not awarded, or a Pilot fails to bid and has unassigned vacation remaining, it will be assigned by the Company, with consultation with the Pilot.
- 12.5.3 Pilots in the same Position wishing to trade Vacation weeks may do so, subject to Crew Scheduling approval.

12.5.4 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 unassigned vacation when they return to work, during the next monthly bid shall bid on and be awarded Vacation as per paragraph 12.5.2 above.

**12.6 VACATION CANCELLATIONS**

12.6.1 A Pilot who needs to cancel their vacation due to an emergency or as a result of an approved Leave of Absence in accordance with [Section 14 \(LEAVES OF ABSENCE\)](#), shall notify their Chief Pilot as soon as practical. The Chief Pilot shall not unreasonably deny the requested cancellation.

12.6.2 Only with the approval of the Pilot shall the Company cancel a Pilots Vacation.

12.6.3 A Pilot who has had their Vacation canceled shall have the opportunity to rebid for an available week during the monthly bid process in accordance with paragraph 12.5.2 above.

12.6.4 If the process in paragraph 12.6.3 above is not successful and takes place in Q4 (i.e., Oct, Nov, Dec) the Pilot will have the choice of a vacation payout, or to Carry-over to the next year, and bid in January via the process in paragraph 12.5.2 above.

**12.7 VACATION REASSIGNMENT**

12.7.1 A Pilot who voluntarily changes Positions and has not taken their vacation week(s) shall;

- a) retain their previously awarded vacation(s) weeks in the new Position if those vacation weeks are available, or
- b) If the previously awarded vacation week(s) are not available, bid for any other available vacation week(s) during the next monthly bid in accordance with paragraph 12.5.2 above.

12.7.2 If the process in paragraph 12.7.1 above is not successful and takes place in Q4 (i.e., Oct, Nov, Dec) the Pilot will have the choice of a vacation payout, or to Carry-over to the next year, and bid in January via the process in paragraph 12.5.1.

12.7.3 A Pilot who is downgraded, displaced, or who is involuntarily assigned a Base change shall take their remaining awarded Vacation to their new Position.

12.7.4 A Pilot whose training is interrupted or cancelled for any reason and who returns to their previous position shall have the option of either being awarded their previously relinquished vacation, if available, or rebidding for other available vacation in accordance with paragraph 12.5.2 above.

**12.8 RESIGNATION OR RETIREMENT**

12.8.1 If a Pilot has any Vacation Accrual or Entitlement as of their date of resignation or retirement, it shall be paid out as of the resignation or retirement date.

- 12.8.2 A Pilot with greater than fifteen (15) years of service with the Company who is resigning or retiring may elect to move their current year scheduled Vacation Entitlement, plus any carryover, if applicable, so that it falls immediately prior to their resignation or retirement date provided they give the Company ninety (90) Days' notice. The amount of the Vacation Entitlement will be prorated based on the resignation or retirement date.

## **13 STATUTORY HOLIDAYS**

### **13.1 GENERAL**

- 13.1.1 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, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- 13.1.2 In addition to the Statutory Holidays listed in paragraph 13.1.1, the Company shall provide Pilots with two (2) additional Days of Holidays per year in recognition of Louis Riel Day in Manitoba or Family Day in Ontario, and the August Civic Holiday.
- 13.1.3 In their initial calendar year of employment, a new hire Pilot shall accrue one (1) Day of Holidays per full or partial month of employment, to a maximum of twelve (12) Holidays per calendar year.
- Example: A Pilot hired in May shall be entitled to eight (8) Days of Holidays for the remainder of that year.
- 13.1.4 A Pilot shall be credited and paid four point three (4.3) for each Day of Holidays in accordance with [Section 3 \(COMPENSATION\)](#), toward the Pilot's Bid Period schedule.
- 13.1.5 The Company shall be responsible to ensure that Pilots are able to be awarded their full entitlement of Statutory Holidays during the year.

### **13.2 HOLIDAY BID PROCEDURE**

- 13.2.1 A Pilot shall have the option to bid their Holiday entitlement as follows:
- a) in accordance with [Subsection 12.3 \(VACATION SCHEDULING\)](#) and [Subsection 12.4 \(VACATION BID PROCEDURE\)](#) in either one (1) Day or five (5) Day blocks as a separate third (3rd) round bid.
  - b) after the conclusion of the Vacation Bid Procedure, in accordance with paragraph 12.6.2, bid in their Holidays in five (5) Day blocks, or
  - c) During the monthly bid process, in accordance with [Subsection 5.4 \(PUBLICATION AND BIDDING OF SCHEDULES\)](#) bid up to a maximum of three (3) Days of Holidays per month. Such Holidays shall be awarded based on Company operational abilities for that Bid Period, and shall not be unreasonable denied.
- 13.2.2 The third (3rd) round bid described in paragraph 13.2.1 a) shall begin on November 1 at 06:00 and close no later than November 30 at 23:59.

### **13.3 RESIGNATION OR RETIREMENT**

- 13.3.1 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. If a Pilot's last pay does not cover the Holiday overpayment, arrangements will be made with the Pilot to cover all amounts owing.

## 14 LEAVES OF ABSENCE

### 14.1 GENERAL

- 14.1.1 The Company shall consider requests for leave of absence. Such requests shall be submitted in writing to the Chief Pilot at least four (4) weeks prior; and will include the requested commencement date, duration and reason for the leave. In situations of an emergent nature, a request for leave may be granted with less than four (4) weeks' notice.
- 14.1.2 A Pilot on a leave of absence will continue to accrue seniority but that leave period will not be accredited towards a Pilot's service with the Company for the purpose of pay or other monetary benefits related to service.
- 14.1.3 If a Pilot is granted a leave of absence for a stated period and then requests to return to service before the expiration of that period, such early return shall be at the discretion of the Company.
- 14.1.4 A Pilot may continue to exercise their seniority under [Section 6 \(SENIORITY\)](#). If a new permanent Position is awarded to a Pilot while on leave, they must return from leave on the date specified by the Company.
- 14.1.5 A Pilot on a leave of absence shall not engage in flying for hire or reward. If a Pilot engages in flying for hire or reward while on a leave of absence the Pilot shall be deemed to have resigned from the Company.
- 14.1.6 Notwithstanding paragraph 14.1.5, the Company may, at its discretion, allow the Pilot to engage in flying employment for remuneration, while on a leave of absence.
- 14.1.7 Notwithstanding paragraph 14.1.5, the restriction shall not apply to recreational flying of thirty-five (35) hours or less in a calendar month. A Pilot is required to identify to the Company the number of hours flown on other than Company aircraft.
- 14.1.8 The Company has the right to disallow flying on any other aircraft if the Pilot's flight time parameters are in jeopardy of preventing him from flying the issued monthly schedule upon return.
- 14.1.9 A Pilot who is on leave of absence shall have the option to maintain the benefits normally covered by payroll deduction by paying for one hundred percent (100%) of the total cost of the benefits. This shall begin the date the leave commences, and is subject to the terms and conditions of the Group Insurance Plan in [Section 27 \(EMPLOYEE BENEFITS\)](#).
- 14.1.10 Prior to the effective date of the leave of absence, Human Resources will contact the Pilot to determine whether the benefits will be maintained. If maintained, the total cost for the benefits must be prepaid prior to leaving, either for the duration of the leave or three (3) Month blocks, whichever is the lesser.
- 14.1.11 A Pilot who is on a Leave of Absence shall be deemed to have resigned from the Company if he does not return to work at the expiration of his leave of absence.

- 14.1.12 A Pilot returning from a leave of absence shall return to their previous Position providing their seniority entitles them to hold the Position, the Position still exists, and they possess a valid Transport Canada Medical Certificate. In the event their seniority does not allow them to hold their previous Position, they may exercise their seniority to displace a more junior Pilot in accordance with [Subsection 9.10 \(DISPLACEMENT\)](#).
- 14.1.13 Pilots returning from a leave of any amount of time may be subject to retraining and requalification as necessary, in accordance with the Company Operations Manual, at Company expense. Should such Pilot be unsuccessful during this training they will be subject to the provisions of [Subsection 10.6 \(FAILURE TO QUALIFY\)](#).
- 14.1.14 Temporary vacancies created under this Section may be filled under [Section 9 \(FILLING OF POSITIONS\)](#).
- 14.1.15 The Company will provide Company only flight benefits for a period of one hundred eighty (180) calendar days to a Pilot on an approved leave.

## **14.2 BEREAVEMENT LEAVE**

- 14.2.1 Bereavement leave will be granted by the Company in accordance with the following. A Pilot on bereavement leave shall retain and accrue seniority and service for all purposes during such absence.
- 14.2.2 For the purposes of this Subsection:
- a) “immediate family” means: the Pilot’s spouse or common-law partner; siblings, grandchildren, grandfather, and grandmother, along with the father, mother, step-father, step-mother, children and step-children of the Pilot or the Pilot’s spouse or common-law partner; and any relative of the Pilot who resides permanently with the Pilot or with whom the Pilot permanently resides and any family member to whom the Pilot is providing care on compassionate care or critical illness leave at the time of the family member’s death;
  - b) “common-law partner” means: a person who has been cohabitating with an individual in a conjugal relationship for at least one (1) Year or who had been so cohabitating with the individual for at least one (1) Year immediately before the individual’s death; and
  - c) “Non-Immediate family” means: in respect of a Pilot, the Pilot’s aunts, uncles, nieces, nephews and foster children; the parent of the Pilot’s children who is not their current spouse or common-law partner; and the grandparents, aunts, uncles, nieces, nephews and foster children of the Pilot’s spouse or common law partner.
- 14.2.3 In the event of a death of an immediate family member, a Pilot shall be entitled to up to ten (10) Days of bereavement leave. This bereavement leave may be taken in one (1) or two (2) periods starting the Day on which the death occurs and ending six (6) weeks after the latest of the date of the funeral, burial or memorial service of that immediate family member. If a Pilot has three (3) consecutive months of continuous employment with the

Company, the Pilot shall receive pay for the first three (3) days of this bereavement leave for which they were scheduled to work.

- 14.2.4 In the event of a death of a non-immediate family member, a Pilot shall be entitled to one (1) day of bereavement leave to attend the funeral, burial or memorial service. If a Pilot has three (3) consecutive months of continuous employment with the Company, the Pilot shall receive pay for this one (1) day of bereavement leave.
- 14.2.5 In the event of a death of a friend or an acquaintance, a Pilot shall be entitled to one (1) unpaid day of bereavement leave to attend the funeral, or memorial service.
- 14.2.6 Additional unpaid bereavement leave may be granted, upon request, by the Pilot to the Chief Pilot or designate, where extensive travel is required to attend a funeral, burial or memorial service.
- 14.2.7 A request for bereavement leave must be made by the Pilot to the Chief Pilot or designate as soon as possible after the death.
- 14.2.8 A Pilot may be required to submit to the Chief Pilot or designate proof of death at the discretion of the Company.

### **14.3 COMPASSIONATE CARE LEAVE**

- 14.3.1 Compassionate Care Leave will be granted by the Company in accordance with the Canada Labour Code.
- 14.3.2 A Pilot on Compassionate Care Leave shall have the option of using accrued vacation and/or statutory holidays and pay to offset the loss of income as a result of being unable to work.

### **14.4 MATERNITY LEAVE**

- 14.4.1 Maternity Leave will be granted by the Company in accordance with the Canada Labour Code.
- 14.4.2 The pregnant Pilot shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so, stating the date on which she desires to start her leave and her duration. This notice shall be accompanied by a medical certificate from the attending physician stating the expected delivery date.
- 14.4.3 Any change to the length of such leave shall be brought to the Company's attention in writing at least four (4) weeks in advance unless there are valid reasons for not doing so.
- 14.4.4 Upon her return, a Pilot shall return to the position she held prior to the start of her absence or reassignment, providing she has sufficient seniority to do so.



## **14.5 WORKING DURING PREGNANCY**

- 14.5.1 The Company shall provide a pregnant Pilot with a maternity uniform.
- 14.5.2 The Company cannot require a Pilot to take leave in case of pregnancy unless she is no longer able to perform an essential function of her position.

## **14.6 REASSIGNMENT AND CHANGE OF DUTIES**

- 14.6.1 The Company cannot require a Pilot who is pregnant to change her duties or reassign her to another position without her mutual consent.
- 14.6.2 A Pilot who is pregnant may ask the Company to change her duties or reassign her to another position if the continuation of her normal professional activities may represent a risk to her health or that of the fetus.
- 14.6.3 The request for reassignment or change in duties shall be accompanied by a medical certificate signed by a Civil Aviation Medical Examiner (CAME) and selected by the Pilot, stating the expected duration of the possible risk and the activities or conditions to be avoided in order to eliminate it.
- 14.6.4 The Company shall study the request in consultation with the Pilot and, if at all possible, shall change her duties or reassign her, taking into consideration her experience, training and the expected duration of the Assignment.
- 14.6.5 Unless there is a valid reason, a Pilot whose duties have been changed, who is reassigned or on leave shall be required to provide the Company with at least two (2) weeks' written notice informing of any change in the expected duration, risk or inability mentioned in the original medical certificate, and shall submit a new medical certificate in support of such change.

## **14.7 PARENTAL LEAVE**

- 14.7.1 Parental Leave will be granted by the Company in accordance with the Canada Labour Code.
- 14.7.2 A Pilot who intends to take Parental Leave shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so. Such written notice shall specify the length of the leave. If the Pilot is going on Parental Leave only, they must request the leave of absence in writing accompanied by documents verifying the estimated actual date of birth, adoption, foster or ward custody.
- 14.7.3 Any change to the length of such leave shall be brought to the Company's attention in writing at least four (4) weeks in advance unless there are valid reasons for not doing so.

## **14.8 PERSONAL LEAVE**

- 14.8.1 A Pilot on Personal leave shall retain and accrue seniority and service for all purposes during such absence.

- 14.8.2 Pilots are entitled to up to five (5) days of Personal Leave per calendar year to:
- a) take care of health obligations for any member of your family or care for them;
  - b) take care of obligations related to the education of any family member under the age of eighteen (18);
  - c) manage any urgent situation that concerns you or a family member;
  - d) attend their citizenship ceremony under the Citizenship Act
  - e) manage any other situation prescribed by regulation.
- 14.8.3 All five (5) days of personal leave shall be credited and paid in the same manner as Sick Leave in accordance with paragraph 3.2.16.
- 14.8.4 A Pilot who elects to use a day of personal leave shall notify Crew Scheduling as soon as possible. During such notification, the Pilot will advise the Company of the anticipated duration of their personal leave days.

#### **14.9 COURT OR JURY DUTY**

- 14.9.1 Leave for court or jury duty will be granted by the Company in accordance with the Canada Labour Code. A Pilot called and serving on court or jury Duty shall retain and accrue seniority and service for all purposes during such absence.

#### **14.10 SHORT-TERM AND LONG-TERM ILLNESS OR INJURY**

- 14.10.1 While a Pilot is in receipt of short-term or long-term illness benefits, he shall continue to accrue seniority for all purposes. Return to Duty after such leave shall be subject to a reasonable qualifying period and shall be subject to the returning Pilot having a valid Transport Canada Medical Certificate.
- 14.10.2 The Company will provide Company only flight benefits to Pilots on short-term and long-term Illness or Injury.

#### **14.11 LEGAL PROVISIONS**

- 14.11.1 Notwithstanding the foregoing, the provisions in this Section cannot in any way contravene those of the Employment Insurance Act and the Canada Labour Code.
- 14.11.2 The clauses in this Section describe the minimum rights to which a Pilot is entitled. Pilots shall receive all the rights and benefits provided for in the Canada Labour Code.

## **15 SICK LEAVE**

### **15.1 GENERAL**

- 15.1.1 The Parties recognize the importance of providing sick leave, which is a mutually negotiated benefit intended for the legitimate use of a Pilot's inability to report to work. The Parties shall not tolerate abuse of this benefit. To this end:
- a) At any time, the Company and or the Association suspect misuse of Sick Leave by any Pilot(s) a meeting shall be held.
  - b) Any Pilot who is found by the Company to be abusing their Sick Leave may be subject to discipline.
- 15.1.2 Sick leave shall be considered as "Medical leave with pay" and shall mean the period of one (1) or more days, or portion of days during which a Pilot is unable to report for duty for any of the following reasons:
- a) personal illness or injury; or
  - b) organ or tissue donation; or
  - c) medical appointments during work hours; or
  - d) quarantine; or
  - e) care for dependent child under age twelve (12).
- 15.1.3 A Pilot shall only be deducted sick leave when they are on sick leave in accordance with paragraph 15.1.1 above, and not when they are on Workers' Compensation, Short-term Disability, Long-term Disability, or any other leave which may be excluded as stated within this Agreement or the Canada Labour Code.
- 15.1.4 While on sick leave for the same occurrence, a Pilot will commence receiving benefits from the Short-Term Disability Plan subject to the provisions of that Plan.
- 15.1.5 A Pilot may be required to provide a certificate issued by a health care practitioner for sick leave of five (5) consecutive days or more for which sick leave benefits are paid. If such certificate is requested by the Company, the Pilot shall have fifteen (15) days from their return to work to provide the certificate.
- 15.1.6 All benefits and entitlements in this Agreement shall continue to accrue while a Pilot is on sick leave. A Pilot who is on sick leave, or loses their license due to medical reasons, will continue to accrue seniority and will not have their name removed from the PSSL, except as provided under paragraph 6.3.1 g).

## **15.2 ENTITLEMENT**

15.2.1 Each Pilot effective January 1 of each year shall be provided with ten (10) days of sick leave. For a new hire Pilot, the (10) days of sick leave will be prorated by receiving three (3) days of sick leave following thirty (30) continuous days of employment and thereafter by receiving one (1) day of sick leave at the start of each month, to a maximum of ten (10) days in the year.

15.2.2 Sick Bank: A Pilot will carry-over unused sick leave days from the previous year, for future use, up to a maximum of twenty (20) days.

Example: A Pilot has twelve (12) days in their carry-over balance as of December 31st. On January 1st the Pilot receives ten (10) sick leave days for the current year. The Pilot's total sick leave entitlement is twenty (20) days which is the current year entitlement plus the carry-over balance capped at the sick bank maximum of twenty (20) days.

15.2.3 As of the Date of Ratification of this agreement, all Pilots currently employed by Perimeter Aviation shall be credited with twenty (20) days in their sick leave bank.

15.2.4 If a Pilot is sick and unable to work to the extent that they receive short term disability coverage under the Group Benefits Plan, the Company will pay the Pilot for sick leave days lost during the waiting period of the Plan.

15.2.5 A Pilot who is on short-term disability (STD) or long-term disability (LTD) shall retain the days in their sick leave bank, but shall not accrue additional sick leave days while on STD or LTD.

## **15.3 SICK LEAVE DEDUCTION**

15.3.1 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.

15.3.2 A Pilot on Sick leave will be credited and paid the scheduled credit value of each day(s) for which the Pilot was sick, provided their Sick leave bank has the equivalent number of days to cover the missed pairing. A Pilot who is on Reserve and who is unable to report due to sickness shall be credited and paid MDC of four point three (4.3) credit hours.

Example: If the pilot is scheduled for a day equal to 5.2 credit hours shall have a single day deducted from their Sick leave bank. The Pilot shall be credited and paid 5.2 credit hours for that day. If the actual pairing ends up being higher or lower than 5.2 credits, the sick day will remain valued at 5.2. For clarification the pairing value is based on the Pilot's Original Schedule issued on the 25th of the month.

15.3.3 A Pilot, including a Reserve Pilot utilizing sick leave will have their sick bank deducted by one (1) day for each day of sick leave. For greater certainty, sick leave will be deducted in no less than one (1) full Day periods.

- 15.3.4 A Pilot who is credited and paid Sick Pay in accordance with paragraph 15.3.2 and paragraph 15.3.3 above, shall have the scheduled credit value for their sick absence(s) applied towards their monthly Overtime Threshold calculation, however the Overtime Premium in paragraph 3.2.9 shall not apply to any Sick Pay credit.
- 15.3.5 When a Pilot has called in sick and has insufficient days in their sick bank to cover part of, or all, of the missed day(s) of the assignment, the Pilot shall have any portion of the Pairing(s) credit not covered by their Sick bank deducted from their monthly pay credit. For clarification the Pairings credit value is based on the Pilot's Original Schedule issued on the 25th of the month.

**15.4 WORKPLACE INJURY OR ILLNESS**

- 15.4.1 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 Base. In such cases, all reasonable travel and accommodation costs will be paid for and arranged by the Company. While away from their Base 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.

**15.5 RETURN TO DUTY FROM SICK LEAVE**

- 15.5.1 A Pilot's Sick leave period shall end when the Pilot has booked back on with Crew Scheduling.
- 15.5.2 When a Pilot has been off sick and subsequently advises Crew Scheduling that they are fit to resume flight Duty, the Pilot will be assigned as follows:
  - a) The Pilot shall be returned to the original pairing, if possible, before it originates or when it cycles through the Pilot's Base, or
  - b) If the original pairing does not cycle through the Pilot's Base, the Pilot shall be subject to reassignment in accordance with [Subsection 5.10 \(RETURN TO DUTY\)](#), or
  - c) If the options in paragraphs a) and b) above, are not possible, the Pilot shall be assigned to Reserve 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 to a Reserve Duty Period that Releases the Pilot no later than the Pairing's originally scheduled Release time.

**15.6 SICK BANK PAYOUT**

- 15.6.1 A Pilot who has completed ten (10) years of service shall be paid out, at their current hourly rate of pay listed in [Appendix A – PAY TABLES](#), the balance of days in their Sick

Leave Bank at four point three (4.3) credits per day, upon Retirement or Departure from the Company.

## **16 PILOT HEALTH**

### **16.1 MEDICAL EXAMINATIONS**

- 16.1.1 The medical standards for physical examinations shall be no more restrictive than those standards set forth in the Transport Canada (TC) regulations as being required to maintain an Airline Transport Pilot License, including any waiver policies adopted by Transport Canada.
- 16.1.2 A current list of approved CAMEs may be found on the Transport Canada website.
- 16.1.3 Scheduling of periodic examinations and procedures required under Transport Canada regulations in support of a Transport Canada medical certificate is the responsibility of the Pilot. By no later than the end of the monthly bid, the Pilot may advise crew scheduling of the date of their medical appointment and, subject to Company approval, such date will be protected from all duty for that day.
- 16.1.4 The required annual or semi-annual examinations shall be conducted by any Civil Aviation Medical Examiner (CAME). Pilots shall be reimbursed for any fees associated with such medical examinations and documents required to maintain a Category 1 Medical, up to three hundred and fifty (\$350.00) per medical examination, upon submission of receipts. Where possible the Company will establish a direct billing account to cover the medical examination and licensing fees.

### **16.2 MEDICAL VALIDITY**

- 16.2.1 Pilots shall be responsible for providing a copy of their validated Medical Certificate to the Company within five (5) calendar days upon completion of all TC medical examinations, but at no time later than the expiration date of their medical certificate. An emailed copy to the Chief Pilot is preferred.
- 16.2.2 Pilots shall advise the Company no later than fourteen (14) calendar days prior to the expiration date of their TC medical certificate of any appointment scheduling problems that could affect their TC medical certificate renewal. Both parties shall work together to rectify this situation as expeditiously as possible.
- 16.2.3 If a Pilot has not renewed their TC medical certificate at least fourteen (14) calendar days prior to its expiry, they will advise the Company of the proposed date of their medical renewal exam.
- 16.2.4 Pilots who fail to renew their TC medical certificate by the expiration date may be held out of service without pay for each day of scheduled flying missed. Pilots who comply with paragraph 16.2.2 shall not be subject to discipline.

## **16.3 COMPANY REQUESTED MEDICAL EXAMINATIONS**

- 16.3.1 Should the Company have reason to believe that a Pilot may be unfit to carry out their duties due to the impairment of their health or physical condition, he shall be held out of service with pay. The Company may, at its own expense, request a Pilot to complete a medical examination with a Transport Canada-approved CAME. Upon receipt of the CAME's report the Pilot shall provide the Company with the CAMEs clearance to return to service.
- 16.3.2 Where a Pilot has been held out of service in accordance with paragraph 16.3.1, the Company shall notify the Pilot and the MEC Chair, with reasons for removal.
- 16.3.3 Any Pilot hereunder who fails to pass a medical examination as per paragraph 16.3.1 shall be required to access benefits pursuant to [Section 15 \(SICK LEAVE\)](#).
- 16.3.4 Any Pilot hereunder who fails to pass a TC medical examination as per paragraph 16.3.1 may, at their option, have a review of their case in the following manner:
- a) The Pilot may employ a qualified CAME of their own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the CAME chosen by the Company.
  - b) A copy of the findings by the CAME chosen by the Pilot shall be provided to the Company and, in the event that such findings verify the findings of the Company's CAME, no further medical review of the case shall be afforded.
  - c) In the event that the findings of the CAME chosen by the Pilot disagree with the findings of the Company's CAME, the Company shall, at the written request of the Pilot, ask that the two (2) CAMEs agree upon and appoint a third qualified and disinterested CAME, preferably a specialist, for the purpose of making a further examination of the Pilot.
- 16.3.4 The said disinterested CAME per paragraph 16.4.3 c), shall make a further TC medical examination of the Pilot in question, and the case shall be settled based on his findings.
- 16.3.5 The expense of employing the disinterested CAME per paragraph 16.4.3 c), shall be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. Copies of each CAME's report shall be provided to the Company and to the Pilot.
- 16.3.6 It is specifically agreed that the findings of the CAMEs concerned herein shall be unbiased, and no exchange of medical opinions or history shall be made either in writing or verbally, until each CAME has examined the Pilot concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.

## **16.4 RECORDS**

- 16.4.1 Any information obtained by, or as a result of, a medical examination shall be strictly confidential between the CAME and the Pilot and shall not be divulged to any other person without the written permission of the Pilot.



## **16.5 FATIGUE / FIT FOR DUTY**

- 16.5.1 Fatigue/fit for duty is an ever-present reality for Pilots and may be a factor in crew performance during periods of extended duty or duty that interferes with physiological rhythms and natural biological functions. Fatigue/fit for duty-related issues among Pilots is a shared responsibility, but the onus remains upon the individual to advise other Pilots when they feel that the effects of fatigue might be compromising their ability to perform their duties effectively and safely.
- 16.5.2 It is the responsibility of each Pilot to report for duty well rested and fit for duty. If prior to or during a duty period a Pilot recognizes that they are fatigued or unfit for duty, they shall notify SOCC immediately. SOCC will immediately release the Pilot for the remainder of their duty period. Should a Pilot be released from duty due to fatigue or being unfit for duty, they are required to submit a Fatigue Report through Perimeter's SMS within twenty-four (24) hours of the duty day in which the event occurred.
- 16.5.3 The Chief Pilot may schedule an interview with the Pilot declaring fatigue to review his mitigation plan in reducing future fatigue concerns.
- 16.5.4 It is understood that the Parties shall continually review the Company fatigue/fit for duty policy for the Pilots throughout the term of this agreement.
- 16.5.5 This policy will reside in the Company Operations Manual (COM).

## **16.6 ALCOHOL AND DRUG TESTING**

- 16.6.1 The Company shall not conduct drug or alcohol testing except for cause, the sole exception being any regulatory requirement imposed by law.

## 17 LAYOFF AND RECALL

### 17.1 LAYOFF

- 17.1.1 The Company shall notify the Association a minimum of ten (10) Days prior to layoff notices being issued. Within five (5) days of such notification the parties shall meet to discuss options available, such as attrition, temporary leaves of absences or voluntary layoffs, and other options to mitigate and minimize the adverse effect of layoffs. The Company shall provide sufficient flight release to the MEC to allow for such discussions.
- 17.1.2 When it is determined that there will be a reduction in system Pilot Positions, the Company shall issue a memorandum to all Pilots, at least five (5) Days prior to the effective date of the notice, advising all Pilots of the anticipated number of Positions and the Base(s) affected, and the anticipated layoff date.
- 17.1.3 If after attempting to mitigate layoffs there is still a requirement for a reduction in force, then such reduction in force shall be accomplished in reverse order of the Pilot System Seniority List in accordance with [Subsection 9.9 \(REDUCTION BIDS\)](#).
- 17.1.4 The Company shall endeavor to provide as much written notice as possible and in no case shall provide less than fifteen (15) Days written notice to a Pilot being laid off and shall copy the notices to the MEC Chair, except in the case of a third party strike in which case the Company shall provide at least twenty-four (24) hours' notice and the Pilots shall be available for immediate recall.
- 17.1.5 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.
- 17.1.6 A Pilot on layoff shall have the option of choosing to maintain the benefits normally covered by payroll deduction at the Pilot's expense for the total premium costs of such benefits (employer and employee contribution) subject to the terms and conditions of the group insurance plan.
- 17.1.7 A Pilot on layoff shall ensure that their contact information, including address, telephone number, and email is current at the time of layoff and shall thereafter promptly advise the Company of any changes to such contact information.
- 17.1.8 A Pilot shall retain their accumulated seniority, but shall not continue to accrue seniority for the purposes of pay and vacation during a period of layoff.
- 17.1.9 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. In consultation with the MEC, the Company may extend the employment of all Pilots on layoff.
- 17.1.10 A Pilot who is on layoff shall upon request to the Chief Pilot, be entitled to standby travel benefits in accordance with Company policy on the Company's system for a period of one hundred and eighty (180) days from the date of their layoff.

## **17.2 RECALL**

- 17.2.1 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 the Pilot System Seniority List.
- 17.2.2 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 will contain the reporting date and location.
- 17.2.3 The Company shall provide the Pilot their recall notice not less than fifteen (15) 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.
- 17.2.4 Within three (3) 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.
- 17.2.5 If a Pilot fails to meet the deadline identified in paragraph 17.2.4, the Pilot shall be deemed to have waived their notice of recall, and the provision of paragraph 17.2.7, shall apply.
- 17.2.6 If a Pilot waives their notice of recall, the recall will be offered to the next senior 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 Pilot System Seniority List.
- 17.2.7 A Pilot who waives their notice of recall will have no further right until the next notice of recall.
- 17.2.8 A Pilot who is obliged to report after recall under the provisions of paragraph 17.2.6 above, must report within fifteen (15) 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.
- 17.2.9 In instances of recall after a third-party strike, the Pilot must report for Duty as soon as possible and in any event within twenty-four (24) hours. Twenty-four (24) hour recall applies only to the first three (3) weeks of a third-party strike after which recall procedures shall be mutually agreed to by the Parties.
- 17.2.10 A Pilot who is recalled from layoff shall be guaranteed forty-five (45) Days employment in a specified Pilot Position. Notwithstanding the foregoing forty-five (45) Day guarantee, a Pilot may accept a recall of less than forty-five (45) Days; however, refusal to do so shall not cause any Pilot to permanently forfeit their position on the PSSSL as per paragraph 17.2.6 above. An accepted notice of recall as per paragraph 17.2.4 shall become binding upon the Company.

- 17.2.11 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.
- 17.2.12 The Company may, at its own discretion, grant a leave of absence to any Pilot who is recalled but who is unable to report for Duty because of an employment contract.

## **18 TRAVELLING AND MOVING EXPENSES**

### **18.1 ALL MOVES**

- 18.1.1 A Pilot who moves their residence from one Permanent Base to another, for any reason, shall be entitled to the following provisions:
- 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) the Pilot, their spouse or significant partner, and dependents shall be allowed to travel, at Company expense, once by personal automobile or Company space available air transportation to their new Permanent Base; and
  - c) the Pilot shall be allowed to move personal items of a reasonable size and weight, at Company expense, and on a space available basis on Company aircraft to their new Permanent Base.
- 18.1.2 A Pilot shall be given 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.
- 18.1.3 A Pilot shall be given thirty (30) calendar Days' notice of a change of Permanent Base, unless the Pilot agrees less notice is acceptable.
- 18.1.4 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. Such paid move must not be discriminatory.

### **18.2 VOLUNTARY MOVES**

- 18.2.1 A Pilot who has voluntarily bid and been awarded a new Permanent Position at a different Base shall pay their own moving expenses to their new Base.

### **18.3 INVOLUNTARY MOVES**

- 18.3.1 A Company involuntary move occurs when a Pilot moves their residence from one (1) Base to another within twelve (12) months after being awarded or displaced into a Position in the following circumstances:
- a) a Reduction Bid occurs;
  - b) closure of a Permanent Base; or
  - c) a new Base is established within the last nine (9) months.

- 18.3.2 A Pilot shall be allowed actual costs of moving their household, vehicles and personal effects, including packing and unpacking up to a maximum of ten thousand dollars (\$10,000.00). The Pilot shall obtain three (3) quotes from local moving vendors, and the Company shall select the vendor used to move the Pilot.
- 18.3.3 Notwithstanding paragraph 18.3.2 above, 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 instance, the Company will reimburse the Pilot for the actual cost of the move in addition to one-half (1/2) of the difference between the actual cost to move and the estimate selected by the Company as supported by receipts.
- Example: A Pilot receives quotes between \$6,000 - \$7,000 for moving expenses. The Pilot chooses to move themselves at a cost of \$5,500. In addition to the \$5,500 reimbursement, the Company shall also pay the Pilot an additional \$250.
- 18.3.4 In addition, the Company shall provide a relocation allowance for receipted costs up to five thousand (\$5,000.00) dollars. These expenses may include, but are not limited to, reasonable and customary costs for the sale and/or purchase of a new home, including legal/notary fees and costs, mortgage fees or penalties, land transfer taxes, real estate commissions, usual and customary costs with breaking a lease, storage, enroute, etc.
- 18.3.5 The Company shall reimburse upon submission of receipts, up to ten (10) days lodging at a Company approved hotel/motel that is suitable for the Pilot, their spouse, and dependents at the Pilot's new Base. The Pilot shall also be entitled to per diems as per [Subsection 19.5 \(PER DIEMS\)](#) for the same time frame in the reimbursed lodging expense.

## **19 EXPENSES, LODGING, AND TRANSPORTATION**

### **19.1 EXPENSES**

- 19.1.1 Pilots while on a layover away from their assigned Pilot Base on flight Duty or while on Company business other than flying Duties, shall have hotels, transportation, and other necessary expenses arranged by the Company.
- 19.1.2 Other reasonable expenses not prearranged by the Company must be preapproved by the Chief Pilot or, if not available, the Duty Manager prior to being incurred. Prior to expense(s) being incurred by the Pilot, every effort must be made to have the expense(s) processed through the Company, e.g., by purchase order or Company credit card.
- 19.1.3 When unusual or emergency conditions arise, a Pilot shall be entitled to incur reasonable expenses outside those normally provided for by the Company. Such expenses must be supported by receipts.
- 19.1.4 Expenses incurred by a Pilot in accordance with paragraph 19.1.2 and paragraph 19.1.3 shall be reimbursed by the Company via expense remittance, upon submission of receipts.

### **19.2 LICENSING, PASS CONTROL, AND TRAVEL DOCUMENTS**

- 19.2.1 Pilots shall be required to maintain a valid Aviation Document Booklet. Should fees relating to renewing the Aviation Document Booklet arise in the future, the Parties shall meet to discuss such fees.
- 19.2.2 Pilots shall be required to maintain any airport-required security passes. Fees associated with such passes shall be borne by the Company. The Company shall not be responsible for fees to replace lost or stolen passes, or for passes not returned to the issuing authority.
- 19.2.3 Pilots shall be required to maintain a valid passport issued by Canada or their country of citizenship. The Company shall reimburse, with supporting receipts, fees relating to procuring a passport. Urgent passport renewal fees may be reimbursed with prior Company approval. If the Pilot leaves the employ of the Company within two (2) years of receiving such reimbursement, the Pilot shall repay the full cost of the passport fee to the Company via payroll deduction. A Pilot with more than five (5) years of employment as a Pilot with the Company shall be exempt from such repayment. (Agreed to 1 February 2023)19.1.6 The Company shall reimburse, with supporting receipts, fees relating to inoculations that may be required for a Pilot to carry out their duties, as required by the Company.

### 19.3 PERIODICALS

- 19.3.1 The Company will provide all required periodicals and charts to each Pilot. It is the Pilot's responsibility to ensure all periodicals and charts are current.
- 19.3.2 The Company and the Association agree [Section 30 \(ELECTRONIC FLIGHT BAG\)](#) meet the requirements of paragraph 19.3.1 above.

### 19.4 PROPERTY LOSS

- 19.4.1 Pilots shall not be required to pay for the theft, loss or damage of any Company issued material such as manuals, EFBs or identification cards when such theft, loss or damage occurs while on Company business and is beyond the control of the Pilot.
- 19.4.2 The Company agrees to replace required crew baggage (meaning flight bag, flashlight, clipboard, headset and calculator) if stolen, lost or damaged (other than due to normal wear and tear) when such theft, loss or damage occurs while on Company business, is beyond the control of the Pilot.
- 19.4.3 When it is evident that a Pilot's personal baggage has not or will not arrive at a layover point, a claim for reasonable expenses for the layover shall be permitted. An expense account with supporting receipts must be submitted to account for any expenses incurred.

### 19.5 PER DIEMS

- 19.5.1 Each Pilot while on a Pairing, single-day or multi-day, or while on Company business away from Base, including any ground schools or courses, shall be paid per diems based on their total time away from the Pilot's Base (TAFB), in accordance with the rates in paragraph 19.5.2. A Pilot's TAFB shall be calculated from the Pilot's report time to release time for each Pairing or other Company business.
- 19.5.2 Per Diem Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5
Hourly Rate	\$ 4.50	\$ 4.60	\$ 4.70	\$ 4.80	\$ 4.90

- 19.5.3 A Pilot shall be paid per diems for TAFB to the tenth (0.1) of an hour.

Example: If a Pilot reports for Duty at their base on January 1, 2021, at 0630 and is released from Duty at their base on January 4, 2021, at 1636, the TAFB would be eighty-two point one (82.1) hours. The Pilot shall be paid three hundred and sixty-nine dollars and forty-five cents (\$369.45) calculated as follows (82.1 x \$4.50).

- 19.5.4 For any Pairing, training, or other 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 United States is entered and paid in Canadian dollars for all hours (or tenth thereof) spent within the United States.



## **19.6 CREW REST FACILITIES**

- 19.6.1 The following facilities, where available, will be provided if a flight crew is assigned a scheduled pairing and are required to hold while on duty, away from the Pilot's Base:
- a) between Three (3) to Five (5) hours in duration, the Company shall make available a quiet room for the flight crew, e.g., MTO/NAMO, Fixed-Base Operator (FBO), Nursing Station.
  - b) Five (5) or more hours excluding overnights, the Company shall make available a separate day room for each Pilot, e.g., hotel, motel, Fixed-Base Operator (FBO) with private rest facility.
- 19.6.2 In circumstances where the facilities listed in paragraph 19.6.1 are not available, or in cases where the Company has had little previous notice, the Company shall try to obtain permission for the crew to utilize the following: MTO/NAMO, Nursing Stations, Police Stations, Hydro Houses, etc.
- 19.6.3 For off-Duty rest for all layovers, Company housing (i.e., single room accommodation), or a single hotel/motel room will be provided for each Pilot.
- 19.6.4 On all layovers where a hotel cannot provide a late checkout to within one (1) hour prior to required report time, the Company shall make available the facilities, as per paragraph 19.6.1. The Pilots duty period will start thirty (30) minutes after the Pilot is required to leave the overnight hotel.
- 19.6.5 If a Pilot does not require a day room or hotel room, which is provided by the Company, the Pilot may advise Crew Scheduling that they wish to cancel the reservation. Subject to Crew Scheduling approval, the Pilot will attempt to cancel the reservation, and if successful the Pilot will be credited fifty (\$50.00) for each day of the layover that a reservation is cancelled. The Pilot will provide confirmation/cancellation number to [hotel.cancellations@perimeter.ca](mailto:hotel.cancellations@perimeter.ca) once the cancellation is complete if the hotel is able to provide this information.
- 19.6.6 The Company shall provide a crew room at each Pilot Base that will serve as a clean, comfortable lounge facility for on Duty flight crew where reasonably achievable based on the available facilities at that Base.

## **19.7 ACCOMMODATION STANDARDS**

- 19.7.1 The Hotel and Accommodation Committee (HAC), comprised of two (2) representatives from the Association, shall continue to monitor accommodation available to Pilots, hotel selection and future accommodation alternatives.
- 19.7.2 Prior to establishing accommodations at new layover points or changing existing accommodation, the Company shall consult with the HAC. If a dispute arises between the Company and the HAC, the MEC and the Company shall meet to resolve such disputes.

- 19.7.3 When any significant substantiated deterioration of accommodation is reported in writing by Association representatives, the Company shall, within seven (7) Days, investigate the situation and take appropriate actions.
- 19.7.4 Where the accommodation is being provided for the purposes of a Rest Period as defined in the CARs, the location must meet the requirements set forth in the same regulations.
- 19.7.5 The Company may provide accommodations such as houses, apartments, or rooms in place of hotel accommodations. Company housing must have a minimum of one (1) bed within an individual room for each Pilot, separate washrooms, or a shared washroom with a locking door, adequate personal cleaning and cooking areas, including one (1) microwave, and one (1) stove, and where available, broadband internet capable of updating a Pilot's EFB. The Company shall provide all necessary materials including bedding, towels, dishes, cooking utensils and cleaning supplies.
- 19.7.6 For hotels/motels, Pilots will have their own room.
- 19.7.7 If upon arrival the accommodations prove unacceptable, the Pilot will notify the Chief Pilot giving the reasons therefore, and request to stay at the hotel or alternate rest facility in the community at the Company's expense.
- 19.7.8 In the event that overnight accommodations do not provide meal facilities, the Company shall pay, upon submission of receipts, reasonable transportation costs incurred by the Pilots to the nearest meal facility.
- 19.7.9 All accommodations shall be arranged prior to a Pilot's departure from his Base.

## **19.8 AIR TRANSPORTATION**

- 19.8.1 A Pilot required by the Company to Deadhead shall be provided with a confirmed seat on the flight which he is scheduled to Deadhead. A Pilot Deadheading on Company aircraft may be bumped for operational requirements, from the original scheduled flight to a later flight. For the purpose of pay, the Pilot shall be entitled to any additional pay that the delayed Deadheading may cause.
- 19.8.2 If a Pilot's Duty Day permits, he shall have the option to Deadhead on an earlier flight, provided a confirmed seat is available and this earlier departure does not affect the Pilot's scheduled or reassigned Duty Day. For the purpose of pay, the Pilot shall not be entitled to any pay that the earlier Deadheading may cause.
- 19.8.3 If a Pilot's Duty Day permits, he shall have the option to deadhead on a later flight, provided a confirmed seat is available and this delayed departure does not affect the Pilot's next Duty Day. For the purpose of pay, the Pilot shall not be entitled to any additional pay that the delayed Deadheading may cause.
- 19.8.4 Provided an alternate carrier operates to the destination that the Deadheading Pilot is travelling to, the Company may arrange for space available travel, at the Pilot's discretion, to expedite his Deadhead timeframe.

- 19.8.5 A Pilot who is scheduled to Deadhead to his Base but elects not to, shall inform the Company of their decision no later than five (5) Days after the issuance of the monthly schedule. Any less notice shall require approval by the Company.
- 19.8.6 A Pilot who elects to travel at a later time other than what was originally scheduled shall receive his originally scheduled entitlements, e.g., pay, per diems.
- 19.8.7 A Pilot self-positioning while Deadheading shall abide by all CARs & CA rules respecting time free from Duty, Rest Periods, Maximum Duty Periods, etc. Self-positioning shall not impact a Pilots ability to be assigned additional Assignments either prior to or following the original Assignment. A Pilot wishing to change any assigned Deadheading, shall require approval from the Company.

## **19.9 GROUND TRANSPORTATION**

- 19.9.1 Where necessary, crew transportation shall be provided by the Company between the airport and hotels or Company-provided accommodations. If courtesy transportation is available, the Pilot will use it. If courtesy transportation is not available, then the Pilot shall be reimbursed by the Company for reasonable transportation costs incurred, upon submission of receipts.
- 19.9.2 Rental vehicles shall be provided in circumstances where it is determined by the Company that taxi or limousine services are not financially feasible or hinder a Pilot's travel abilities.
- 19.9.3 Where a Pilot may be required to drive rental vehicles, or Company ground vehicles, the Pilot will be subject to the following:
- a) Only Pilots with a valid driver's license and who have signed the Company Vehicle Policy are permitted to drive Company ground vehicles.
  - b) The Company reserves the right to require Pilots who operate Company ground vehicles to provide a Driver Abstract within thirty (30) Days of a request from the Company.
  - c) Pilots will make their best efforts to operate ground vehicles in a safe and respectful manner and to advise the Company when vehicle maintenance is required.
  - d) Pilots are required to pay for all speeding tickets, including photo radar tickets, incurred while the Pilot was driving the Company vehicle.
- 19.9.4 The Company shall arrange and pay for all normal parking costs associated for the Pilot to park at their Pilot Base, where parking is not provided free of charge.

## **20 ACCIDENT OR INCIDENT INVESTIGATIONS & DATA RECORDERS**

### **20.1 ACCIDENTS OR INCIDENTS**

20.1.1 The Central Air Safety Committee (CASC) must be notified by the Company as soon as practicable of any Accident or Incident requiring notification of the TSBC. The CASC will furnish current contact methods and telephone numbers to the Company.

### **20.2 SAFETY MANAGEMENT SYSTEM (SMS)**

20.2.1 The Company manages an SMS program and has a non-punitive reporting policy in place that provides, subject to the provisions of such policy which shall be no more restrictive than as written in Rev. 7 dated 15 Dec 2022, immunity from disciplinary action for Pilots that report safety deficiencies, hazards or occurrences. The Company and the Association are committed to the shared goal of safety.

### **20.3 STATEMENT**

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

- a) They have been able to consult the Association or IFALPA if outside Canada.
- b) In the case of an Accident, they have been examined by a physician approved by the Association (or IFALPA if outside Canada) and the Company.

20.3.2 Notwithstanding paragraph 20.3.1 above, the Pilot shall provide the Company, as soon as practicable, on a without prejudice basis, information specific to and limited to:

- a) Status and serviceability of the aircraft,
- b) Status of passengers, and
- c) Status of crew.

20.3.3 The purpose of paragraph 20.3.2 is to provide whatever relevant information the Pilot can to the Company, so it can resume normal operations as soon as possible. The information provided by the Pilot at this time, will not be used against him.

### **20.4 INVESTIGATIONS**

20.4.1 Where a Pilot is involved in an accident or incident related to the operation of an aircraft while on Duty, they may be held out of service pending the outcome of any investigations into the accident or incident undertaken by the Company, Transport Canada, Transportation Safety Board, or any combination thereof.

- 20.4.2 In order to hold a Pilot out of service in accordance with paragraph 20.4.1, the Pilot shall be notified by the Director of Flight Operations, or delegate. In addition, within seven (7) calendar days, notification must be provided to the Pilot in writing along with the reasons therefore, with a copy forwarded to the MEC Chair, or their designate.
- 20.4.3 Where a Pilot is held out of service in accordance with paragraph 20.4.1, they shall continue to receive full compensation as if they had flown according to the published monthly block, and all employee benefits. During subsequent months they shall be paid not less than the minimum pay guarantee for that month. All such pay shall include negotiated pay increases and any incremental pay increases. These provisions shall continue until the Pilot returns to the flight line, or the Company renders a decision on the Pilot's employment status.
- 20.4.4 Where the Company undertakes an investigation, the officers involved shall make a reasonable attempt to issue a final report within three (3) months.
- 20.4.5 The Pilot concerned, and the Association shall be given the opportunity to participate fully in the investigation. They shall be kept up to date on progress made and receive a copy of any preliminary or final report.
- 20.4.6 Throughout the investigation, the Pilot involved, and their designated representative may, upon request, and in conjunction with a designated representative of the Company, review and receive copies of any information contained in the Pilot's accident/investigation file.
- 20.4.7 Where disciplinary or discharge action is considered, the provisions in [Section 22 \(GRIEVANCE PROCEDURE\)](#), [Section 23 \(DISCIPLINE OR DISCHARGE\)](#) and [Section 24 \(ARBITRATION\)](#) shall apply.
- 20.4.8 During any investigation or hearing, the Pilot concerned may be represented by a member of the Association or any other representative they may authorize.

## **20.5 ACCIDENT INVESTIGATION – ASSOCIATION PARTICIPATION**

- 20.5.1 The Company will grant Association flight release, as soon as practicable, for up to two (2) Pilots designated by the Association to form part of the internal investigation team and participate in the aircraft Accident investigation. The MEC Chair or their designate will take all steps necessary to assist the Company in covering their scheduled flights.
- 20.5.2 The Company and the Association representatives who are members of any TSBC Accident Investigation team will cooperate fully in the interests of safety.
- 20.5.3 Any Pilot requested by the Company to participate in an aircraft Accident investigation involving Company aircraft will do so without loss of pay. The Company will provide positive space passes on Company aircraft and confirmed travel to the site of the investigation.

## **20.6 DATA RECORDERS**

- 20.6.1 For the purposes of this Section, the term Data Recorder shall mean “any device which, under any form, is used for the recording and/or transmission of data issued from the aircraft”, and shall include but shall not be limited to:
- a) Cockpit Voice Recorders (CVR’s)
  - b) Flight Data Recorders (FDR’s)
  - c) Quick Access Recorders (QAR)
  - d) Central Maintenance System (CMS)
  - e) Aircraft Communication Addressing and Reporting System (ACARS)
  - f) Video Recordings
  - g) Aircraft Integrated Data System (AIDS)
- 20.6.2 Except where such disclosure or usage is required by regulation or law, the Company shall not disclose or use data or other information obtained from any type of Data Recorders for any purpose except for incident or accident investigation.
- 20.6.3 The Company and the Association recognize that information from a Data Recorder 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.
- 20.6.4 Notwithstanding paragraph 20.5.3 above, it is agreed the Company shall not use information obtained from a Data Recorder:
- a) 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) In any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against a Pilot or for the development of information leading to such proceedings, except in the case of gross negligence or willful misconduct on the part of the Pilot(s) concerned.
  - c) As a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company, except in the case of gross negligence or willful misconduct on the part of the Pilot(s) concerned.
- 20.6.5 Pilots shall be provided the protection of any rights and entitlements set out in the Aeronautics Act, the Personal Information Protection and Electronic Documents Act (PIPEDA), and the Canadian Transportation Accident Investigation and Safety Board Act.

- 20.6.6 In the event of an Incident or Accident investigation, the Company may not release any data or other factual information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association as well as either the Pilot(s) involved or their estate(s).
- 20.6.7 The Company shall use its best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- 20.6.8 No Data Recorder will record specific Pilot identification designators.
- 20.6.9 Where any Data Recorder, other than a completely erased CVR, is removed from an aircraft to be analyzed for any reasons other than maintenance purposes, the Company shall advise the MEC Chair and all Pilots involved, in writing, within twenty four (24) hours of the Company becoming aware of its removal.
- 20.6.10 In the event of an incident or accident investigation, the release of data or other information from any data recorder shall be strictly limited to the following:
- a) Incident or Accident investigators from the appropriate official government agency;
  - b) Identified Association representatives;
  - c) Company representatives comprising the investigating team; and
  - d) Senior Flight Operations Management.
- 20.6.11 Notwithstanding paragraph 20.5.10, a Data Recorder may be used in proceedings related to the investigation of accidents or incidents to corroborate information obtained from another source.
- 20.6.12 Notwithstanding paragraph 20.5.10, a Data Recorder may be used by the Company in its own defense for civil, administrative, penal, criminal, or other similar proceedings against the Company, subject to the limitations of the Canadian Transportation Accident Investigation and Safety Board Act Privilege.
- 20.6.13 The CVR shall be completely erased prior to removal for maintenance purposes, where the CVR is capable of such function.

## **20.7 FLIGHT DATA MONITORING**

- 20.7.1 The Company shall not implement a flight quality assurance program or flight data monitoring program utilizing information obtained from a Data Recorder without an agreement between the Parties. Any such agreement shall be reduced to writing and incorporated into an LOU which shall form part of the Agreement.

## **21 LEGAL**

### **21.1 DEFENCE AND COUNSEL**

21.1.1 The Company agrees to provide legal counsel of its choice and pay reasonable legal fees and disbursements in any legal proceedings claiming damages from the Pilot or the Pilot's estate arising out of the performance of their duties. Payment of legal fees in cases of gross negligence or willful misconduct shall be at the option of the Company.

### **21.2 INDEMNIFICATION**

21.2.1 The Company shall hold harmless the Pilots and their estates from those damages per paragraph 21.1.1, except those claims relating to gross negligence or willful misconduct.

### **21.3 PILOT COSTS**

21.3.1 No Pilot shall be required to pay for any damages or cost incurred by the Company in connection with his work for the Company, unless such damage results from his gross negligence or willful misconduct.

### **21.4 ESTATE SETTLEMENT**

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

### **21.5 PILOT FILES**

21.5.1 All Pilot files kept by or on behalf of the Company are wholly confidential, except as otherwise required by law, and only those members of Company management and Human Resources shall have access thereto, and then only in the course of their duties.

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

21.5.3 If the Pilot chooses to respond to any material(s) on his file, the response(s) shall be retained on his personal file with a copy of the material to which it refers.

21.5.4 Upon request, a Pilot shall be provided with a copy of all technical or operational documents such as PPCs, training records, etc., once per Year and when there is a Status or Equipment change.



- 21.5.5 A Pilot shall be advised of any material of a critical or unfavourable nature at the time such material is placed on his file. Except in the case of correspondence related to technical competency, written caution or reprimand placed on a Pilot's personnel file shall be removed from his file twenty-four (24) Months following the date of insertion, provided there has been no further disciplinary action on a related matter in that period. Any material removed from a Pilot's personnel file pursuant to this provision shall not be admissible as evidence in any disciplinary proceeding.
- 21.5.6 The Company during a disciplinary action shall not use any documents not received by the Pilot.
- 21.5.7 Notations of incidents and or accidents shall remain on file for the duration of the Pilot's employment with the Company.

## **22 GRIEVANCE PROCEDURE**

### **22.1 INITIATION**

- 22.1.1 Grievance in this section and throughout this Agreement means a complaint with regard to the interpretation, application, or alleged violation of this Agreement, and any complaint as to whether such matter is arbitrable.
- 22.1.2 Prior to filing a grievance, the Pilot(s) having a complaint shall notify the Chief Pilot and Association Representative via e-mail of the complaint and include a description and the date of the occurrence. The Pilot(s) shall, together with an Association representative, if desired, discuss such complaint with the Chief Pilot, and all shall make every effort to resolve the complaint.
- 22.1.3 Where two (2) or more Pilots have individual grievances, which are significantly common in nature such that they may be conveniently dealt with as a single grievance, such grievance may be filed as a group grievance.
- 22.1.4 A Pilot who has a grievance, or a group of Pilots who have a group grievance, or a grievance with respect to discipline or discharge, shall deal with such grievance in accordance with the procedures as specified in [Subsection 22.2 \(STEPS\)](#).
- 22.1.5 Grievances shall be in writing on ALPA letterhead, with an ALPA file number assigned immediately prior to submission, and shall include the nature of the grievance, the Section(s) alleged to have been violated and the remedies sought.
- 22.1.6 Grievances may be initiated by the Association on behalf of its members or on its own behalf. Association grievances may be initiated at Step Two of the Grievance Procedure.
- 22.1.7 Discharge grievances shall be initiated by the Association at Step Two of the grievance procedure.

### **22.2 STEPS**

- 22.2.1 The following steps may be waived or combined subject to mutual agreement between the Company and the Association.
- 22.2.2 Step One:
- a) A grievance shall be presented in writing within fourteen (14) calendar days of the occurrence or awareness of the occurrence to the Chief Pilot.
  - b) The decision shall be rendered in writing within fourteen (14) calendar days by the Chief Pilot.

### 22.2.3 Step Two:

- a) If the decision of the Chief Pilot at Step One is not acceptable to the grievour(s) or is not rendered within fourteen (14) calendar days, then the grievance shall be submitted in writing to the Vice President of Operations within fourteen (14) calendar days of the receipt of the decision, or from the date that said decision was supposed to have been rendered by.
- b) The Vice President of Operations shall review the grievance and materials submitted with the grievance and hold a grievance meeting with the MEC Grievance Chair at a mutually agreeable time within fourteen (14) calendar days of receipt of the grievance, and shall render his decision in writing not later than on the fourteenth (14th) calendar days following the grievance meeting.
- c) When possible, the same Company official or designated representative of the Company shall not render the decision at both Step One and Step Two of a grievance.

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

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

## 22.3 GRIEVOUR'S RIGHTS AND REPRESENTATIVES

22.3.1 At any meeting held throughout these grievance procedures, the grievour(s) shall have the right to be represented by the Association and/or any one (1) Association member whom they may choose or designate.

22.3.2 The grievour(s) and the Company, if either should choose, shall be given every opportunity to provide documents or statements in writing and/or make representations to the Company representative listed in Steps One and Two above.

22.3.3 Throughout these procedures, the grievour(s) or his Association representative upon request is entitled to review any information contained in his personnel and training files, and any document, material, and information that the Company has introduced at any grievance meeting unless otherwise privileged. Upon request, the Company shall provide the grievour(s) a copy of all such documents.

22.3.4 At the discretion of the Company, any discussions or meeting may be held at the Pilot's base.

## **22.4 RESULTS**

- 22.4.1 If, as a result of any grievance as provided herein, the decision is to exonerate the Pilot(s), the personnel files of the Pilot(s) shall be cleared of the charges and all reference shall be removed from all files.

## **22.5 REFERRAL TO ARBITRATION**

- 22.5.1 If the time limits specified in paragraph 22.2.3 are not complied with, or the decision of the Vice President of Operations is not acceptable to the Association, then the Association may proceed to Arbitration in accordance with [Section 24 \(ARBITRATION\)](#).

## **23 DISCIPLINE OR DISCHARGE**

### **23.1 GENERAL**

- 23.1.1 All disciplinary or discharge actions must be for just cause.
- 23.1.2 Where disciplinary or discharge action is considered, the Pilot involved may, where necessary, be held out of service with pay pending investigation for a maximum of seven (7) Calendar Days to provide the Company with sufficient time to investigate and consider all factors. However, if the Company requires more time, it will advise the Association and the Pilot, prior to the expiry of the seven (7) days and to the extent possible provide an indication of by when the process will be completed.
- 23.1.3 A Pilot who is the subject of a disciplinary investigation is entitled to be accompanied by Association representative(s) and to call witnesses. At any time, the Company considers discipline or discharge action, the Company shall provide both the Pilot and the Association a reasonable amount of notice prior to any investigation or hearing.
- 23.1.4 Any investigations shall be held so as to best reasonably accommodate the persons concerned including the Pilot, any witnesses, the Company, and any representative of the Association. "Best reasonably accommodating" the persons concerned may include things such as time of work and positive space transportation, and will be interpreted with the idea of taking all reasonable and cost-effective steps towards a prompt and full investigation.
- 23.1.5 Any disciplinary measure must be in the form of a written notice addressed to the Pilot in question. It shall contain a statement of the reasons for discipline. A copy of this shall be provided to the Association.
- 23.1.6 When, pursuant to paragraph 23.1.2, a Pilot is held out of service, he shall be paid his regular rate of pay as if they had been flown according to his schedule. He shall also continue to maintain and accrue all rights, pay, benefits and privileges. During the period of time the Pilot is held out of service he may be required to remain at his Base for those Days he was originally scheduled to work. This does not include his originally scheduled days off.
- 23.1.7 A Pilot held out of service or suspended shall be entitled to bid on any Vacancy, so that when relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.
- 23.1.8 A Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of [Section 22 \(GRIEVANCE PROCEDURE\)](#). A Pilot who is discharged shall be entitled to file a grievance at Step Two of the grievance procedure. Grievances may be initiated at any step of the grievance or arbitration procedures by mutual agreement between the Parties.
- 23.1.9 Throughout these proceedings, including arbitration, no evidence of documents relating to incidents or matters which occurred more than two (2) years prior to the disciplinary action, other than those related to flying competency, shall be taken into consideration in the taking of such action.

23.1.10 A Pilot shall be copied on any material of a critical or unfavourable nature placed in his file.

## **24 ARBITRATION**

### **24.1 ARBITRATION PROCESS**

- 24.1.1 A grievance not settled in accordance with [Section 22 \(GRIEVANCE PROCEDURE\)](#), may be progressed by the Association to Arbitration in accordance with [Section 24 \(ARBITRATION\)](#) of this Agreement.
- 24.1.2 The Notice of Intention to proceed to arbitration shall be made in writing to the Company within twenty-one (21) calendar days of the decision at Step Two of the Grievance Procedure or, within twenty-one (21) calendar days from the date such decision should have been rendered.
- 24.1.3 The Parties may mutually agree to use the Federal Mediation and Conciliation Service (FMCS) prior to an arbitration hearing to try and resolve the grievance. Any mutual agreement to use the FMCS will not postpone the arbitration process.

### **24.2 ARBITRATOR SELECTION**

- 24.2.1 A grievance referred to Arbitration in accordance with paragraph 24.1.1 will be heard by a single Arbitrator. The following Arbitrators have been agreed to between the Parties to hear such matters:
- a) Jennifer Webster
  - b) Colin Robinson
  - c) Arne Peltz
- 24.2.2 The Parties shall cycle alphabetically a, b and c through the list in paragraph 24.2.1 and appoint the first (1<sup>st</sup>) Arbitrator with available hearing dates that are within one hundred and twenty (120) Calendar Days of the date for which the notice of intent to proceed with arbitration was given to the other Party.
- 24.2.3 Where none of the Arbitrators has an available date within one hundred and twenty (120) calendar days of the notice of intent to proceed with arbitration was given, the Parties may, by mutual agreement, refer the grievance to an alternative arbitrator not on the list of arbitrators in paragraph 24.2.1 above. If there is no mutual agreement to refer the grievance to an alternative arbitrator, the Parties shall select the arbitrator on the list in paragraph 24.2.1 with the first (1<sup>st</sup>) available dates thereafter to hear the entire arbitration.
- 24.2.4 Once an Arbitrator has been appointed, the subsequent selection process shall commence with the next Arbitrator on the list.
- 24.2.5 It is agreed that the Arbitrator shall be appointed with jurisdiction under an arbitration model unless the Parties agree otherwise.

24.2.6 The list of Arbitrators may be amended by mutual agreement. However, it is not the intent of the Parties to modify the list unless Arbitrator availability impairs the process to the point where it is no longer timely.

### **24.3 ARBITRATOR JURISDICTION**

24.3.1 Arbitrator shall have jurisdiction to consider any grievance properly submitted to him in compliance with [Section 22 \(GRIEVANCE PROCEDURE\)](#) under the terms of this Agreement, including whether a matter is arbitrable or not.

24.3.2 The Arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of this Agreement.

24.3.3 The Arbitrator will, in the case of disciplinary or discharge grievances, have the authority to determine whether the disciplinary or discharge action taken by the Company was for just cause. Should the Association uphold the grievance, the Arbitrator may render such orders as they consider just and equitable, including, but without limiting the generality of the foregoing, the exoneration and reinstatement of the grievour, the reduction or modification of the discharge or discipline, and the order for compensation of the grievour in whole or in part.

24.3.4 The Arbitrator shall have the jurisdiction at any time before rendering a final decision, to make any interim decision, which he considers just and equitable. Without limiting the generality of the foregoing, he shall have the jurisdiction to make decisions regarding the rights of the parties, the interpretation of the Agreement or the reinstatement of a grievour and may reserve his jurisdiction on questions of damages, remedies, interest, restitution or amounts owing.

24.3.5 Notwithstanding paragraph 22.2.5, the Arbitrator may extend the time for taking any step in the grievance process or arbitration procedure set out in this Agreement, even after the expiration of the time, if the Arbitrator is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

24.3.6 At any stage of a proceeding before an Arbitrator, the Arbitrator may if the Parties agree, assist the Parties in resolving the difference at issue without prejudice to the power of the Arbitrator to continue the arbitration with respect to the issues that have not been resolved.

24.3.7 An Arbitrator shall determine his own procedure, however he shall give full opportunity to the Parties to the proceedings to present evidence and make submissions to the Arbitrator.

### **24.4 ARBITRATION EXPENSES**

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



## **24.5 ASSOCIATION RIGHTS AND REPRESENTATIVES**

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

## **24.6 WITNESSES**

- 24.6.1 All employee witnesses and representatives called by the Association, upon reasonable notice, shall be granted time off with pay, subject to the operational requirements of the Company, and, if possible, shall be provided with space available transportation to and from the hearings. Such pay incurred by the Company will be reimbursed by the Association.

## **24.7 ARBITRATION HEARING LOCATIONS**

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

## **24.8 ARBITRATION DECISION**

- 24.8.1 The Arbitrator shall make every effort to render a decision with the minimum of delay.
- 24.8.2 The decision of the Arbitrator shall be final and binding on the Association, the grievour(s), and the Company.

## 25 UNIFORMS

### 25.1 GENERAL

- 25.1.1 Uniforms shall be worn and maintained in a clean, neat, and conservative manner, according to standards prescribed by the Company.
- 25.1.2 A Pilot shall be allowed to wear an Association lanyard, one (1) Association pin, and one (1) Association tie clip on their uniform. The Pilot shall be allowed to have one (1) personalized identification luggage tag attached to each piece of luggage (e.g., roller bag, day bag/Pilot Flight bag, lunch bag). Any such items shall not contain any derogatory or inappropriate content and shall otherwise not detract from the uniform standards.
- 25.1.3 A Pilot shall wear the uniform at all times while working, with the exception of training, where the dress code is business casual. Ties may be omitted should the temperature outside reach or exceed twenty-five (25) degrees Celsius.
- 25.1.4 Pilots shall purchase uniform items from the vendor of their choice, as described below, and the Company shall reimburse a Pilot in accordance with this Agreement. Items purchased by a Pilot remain the property of the Pilot.
- 25.1.5 The Company will assume the cost of, buttons, braids, badges, and insignias, and the installation of these, as prescribed by the Company.
- 25.1.6 Any item of uniform entitlement shall be repaired, or replaced without charge to the Pilot when it can be shown that the need for repair, or replacement is due to accidental damage in the course of Duty, at the discretion of the Chief Pilot.

### 25.2 ENTITLEMENT

- 25.2.1 Upon submission of receipts, the Company shall pay the cost for the Pilot uniform items listed in the table below, including taxes, up to a maximum amount of six hundred dollars (\$600.00) in the Pilot's first year of employment, and four hundred and fifty dollars (\$450.00) in each subsequent year.

Item	Recommended Quantity	Recommended Frequency of Replacement (Years)
Pilot Shirt, white (epaulette, short or long-sleeve)	5	1
Undershirt, white (optional, to be worn underneath shirt)	**	**
Pilot Sweater, black	2	1
Dress Pants, black (no cargo pants)	3	1

Belt, black	1	**
Socks, black	**	**
Thermal Undergarments	1	2
Gloves	**	**

25.2.2 In addition to paragraph 25.2.1, the Company shall reimburse a Pilot at initial hire and then each subsequent year, thereafter, up to a maximum amount of three hundred dollars (\$300.00) to be used for the purchase of acceptable footwear (i.e., black shoes, or black/dark boots).

25.2.3 The Company shall provide the Pilot uniform items listed in the table below at initial hire, and then replacement thereafter as indicated.

Item	Initial Quantity	Frequency of Replacement (Years)
Epaulettes, pair (1 for shirt, 1 for sweater)	2	as needed
Tie	2	3
Toque	1	1
High Visibility Vest	1	As needed
Spring / Fall Jacket, black	1	3
Winter Parka	1	3
** OSC, Canada Goose or Equivalent	** Subsection 25.3	5

### 25.3 OUTDOOR SURVIVAL CANADA (OSC), CANADA GOOSE OR EQUIVALENT

25.3.1 In lieu of the Company issuing the Pilot a Winter Parka, the Pilot may choose to upgrade to a designated black Outdoor Survival Canada (OSC), Canada Goose, or equivalent parka. The Pilot will be responsible for twenty-five percent (25%) of the cost of the parka, and the Company shall cover the remaining seventy-five (75%) of the cost of the parka up to a maximum cost equivalent to the current cost of an OSC ATIM parka, including taxes.

Note: OSC ATIM parka cost at Date of Ratification, excluding taxes, is twelve hundred and eight dollars (\$1208.00). Appropriate federal and/or provincial taxes to be included in the percentages indicated above.

25.3.2 At the Pilot's option, the designated black Outdoor Survival Canada (OSC), Canada Goose, or equivalent parka may be replaced every five (5) years as indicated in the table in paragraph 25.2.3 above. Should the Pilot choose not to replace their designated black parka, they will be eligible for the Company issued Winter Parka instead.

25.3.3 In the event that a Pilot leaves the employ of the Company within the first three (3) years that the Outdoor Survival Canada (OSC), Canada Goose, or equivalent parka is issued, the Pilot will be obligated to repay the Company cost of their parka as follows:

- a) Year one (0-12 months) 100% of Company cost

- b) Year two (13-24 months) 50% of Company cost
- c) Year three (25-36 months) 25% of Company cost

25.3.4 After the first three (3) years that the Outdoor Survival Canada (OSC), Canada Goose, or equivalent parka is issued, the Pilot will retain full ownership of such parka, and will have no obligation to repay any of the Company cost.

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

### **26.1 GENERAL**

- 26.1.1 The Company shall, from the payroll for each pay period, deduct Association dues and properly authorized assessments from wages due and payable to all Pilots coming within the scope of this Agreement.
- 26.1.2 The amount to be deducted shall be equivalent to the regular dues payment 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 to a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- 26.1.3 If the wages of a Pilot payable for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to them on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in the previous month.
- 26.1.4 Only payroll deductions required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds where existent shall be made from wages prior to the deduction of dues.
- 26.1.5 The amount of dues so deducted from wages, accompanied by a statement of deductions from Pilots, shall be remitted by the Company to the Association by the fifteenth (15th) of each month for the pay received in the previous month.
- 26.1.6 The Company shall not be responsible financially or otherwise, either to the Association or to any Pilot, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in the instance in which an error occurs in the amount of any deduction of dues from a Pilot's wages the Company shall adjust it directly with the Pilot. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.
- 26.1.7 In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section, the Parties shall cooperate fully in the defence of such action. The Association shall indemnify and save harmless the Company from any losses, damages, costs, liability, or expenses suffered or sustained by it as a result of any such deduction or deductions from payroll.
- 26.1.8 The Company shall supply the MEC Chair, upon request, with a monthly statement showing the total dues paid to the Association from each Pilots pay.

## **27 EMPLOYEE BENEFITS**

### **27.1 GENERAL**

- 27.1.1 The Company agrees to maintain benefits coverage under a Group Insurance Plan for all eligible Pilots covered by this Agreement. A Pilot shall, as a condition of employment, be required to participate in the Company Benefits Plan after three (3) months of employment.
- 27.1.2 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.
- 27.1.3 The Company shall provide the Association no less than thirty-days (30) Days' notice of any premium cost change, excluding those premiums that change on a regular basis. The Company shall provide the Association the basis for the premium increase.
- 27.1.4 At all times, the Company will maintain a program that, at a minimum, consists of the benefits which are presently contained in the Company Benefits Plans #50739 and #178033.
- 27.1.5 The cost of the Benefit Plans shall be shared by the Company and by the Pilots in the following manner:
- a) Twenty-five percent (25%) covered by the Pilot and seventy-five percent (75%) covered by the Company for: Healthcare;
  - b) One hundred percent (100%) covered by the Company for: Basic Accidental Death & Dismemberment (AD&D), Basic Life, Critical Illness, Dentalcare, Travel Insurance and Employee and Family Assistance Program (EFAP).
  - c) One hundred percent (100%) covered by the Pilot for: Short-term Disability (STD), and Long-term Disability (LTD); and
- 27.1.6 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.
- 27.1.7 The Company shall issue a summary of the benefits, including an explanation of the Company and employee cost-sharing, to all Pilots upon hiring.
- 27.1.8 Any benefit and/or insurance provided through the Company Benefits Plan shall be as more particularly described and set forth in the respective policy(s) of insurance and benefit plan document(s). The specific application and administration of all insurance benefits, and all matters with respect to the Company Benefits Plan, shall be governed by the terms of the contract(s) with the insurance carrier(s).

## **27.2 HEALTH AND DENTAL BENEFITS**

27.2.1 All Pilots must participate in the group healthcare and dental care 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.

## **27.3 LIFE INSURANCE**

27.3.1 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: Two hundred percent (200%) of annual earnings to a maximum of two hundred and fifty thousand dollars (\$250,000). At age 65, the amount of insurance reduces by fifty percent (50%).
- b) 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.
- b) Dependent Life Insurance (Child): Available in five thousand dollar (\$5,000) units to a maximum of twenty five thousand dollars (\$25,000) for the Pilot's children.

## **27.4 BASIC ACCIDENTAL DEATH AND DISMEMBERMENT(AD&D)**

27.4.1 The Company shall continue to provide basic AD&D insurance and at a minimum, Pilots shall be provided two times (2x) their Annual Earnings, as defined under the policy, subject to a maximum of five hundred thousand dollars (\$500,000).

## **27.5 GROUP RETIREMENT GENERAL**

27.5.1 The Company shall maintain the Perimeter Aviation Group Retirement Plan (the "Group Retirement Plan") that provides retirement income resulting from employee contributions (RRSP plan) and Company contributions (DPSP plan) and the investment earnings.

27.5.2 Participation in the Group Retirement Plan is voluntary. A Pilot who wishes to enroll in the Pension Plan must submit the appropriate application form to payroll.

## **27.6 PILOT CONTRIBUTION (RRSP)**

27.6.1 Pilots shall be eligible to contribute to the RRSP plan immediately upon commencing employment with the Company.

27.6.2 Pilot contributions may be any amount, up to the Canada Revenue Agency RRSP contribution limits.

27.6.3 Withdrawals from the RRSP plan cannot be made while employed by the Company, except for the Home Buyers' Plan (HBP) and the Lifelong Learning Plan (LLP).

## **27.7 COMPANY CONTRIBUTION (DPSP)**

27.7.1 Pilots shall be eligible for the Company Match DPSP plan upon completion of one (1) year of employment with the Company.

27.7.2 The DPSP plan is a contributory plan, meaning that once the Pilot contributes the required amount of employee contributions in the RRSP plan, the Company match in the DPSP plan is mandatory. The contribution percentages are set forth below:

<b>Years (Months) of Service</b>		<b>Contributions</b>	
		<b>Employee (RRSP)</b>	<b>Company (DPSP)</b>
<b>0 - 1</b>	(0 - 11)	-	-
<b>1 - 3</b>	(12 - 35)	3%	3%
<b>3 - 5</b>	(36 - 59)	4%	4%
<b>5 - 10</b>	(60 - 119)	5%	5%
<b>10 +</b>	(120 +)	6%	6%

27.7.3 The Company match percentages in the table in paragraph 27.7.2 above, shall be based on gross pay up to eighty-five 85 credit hours per Monthly Scheduling Period (i.e., capped at the overtime threshold).

27.7.4 Pilot contributions that exceed the percentages set forth in the table in paragraph 27.7.2 above, shall not be eligible for an additional Company match beyond that provided in the table above.

27.7.5 Withdrawals from the DPSP plan cannot be made while employed by the Company.

## **27.8 VESTING**

27.8.1 Pilots shall be one hundred percent (100%) vested immediately upon plan membership. Vesting under the Group Retirement 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.

## **27.9 VARIABLE COMPENSATION**

27.9.1 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 per the Company policy.



**27.10 COMMUTING**

27.10.1 The Parties agree to further negotiate a Letter of Understanding (LOU) on a Commuting Policy during the term of this Collective Agreement.

**27.11 RECIPROCAL JUMPSEAT**

27.11.1 The Company shall reasonably support reciprocal Jumpseat agreements with other airlines in cooperation with the Association.

**27.12 TRAVEL BENEFITS**

27.12.1 In addition to the above, Pilots shall continue to receive Company travel benefits in accordance with the Company's general policy and regulations established by the Company.

## **28 PERIL**

### **28.1 GENERAL**

- 28.1.1 No Pilot will be forced by the Company to operate into any area excluded from coverage under the Company's insurance policy.
- 28.1.2 Any Pilot who, while engaged in the Company's operations, is interned, captured, held as a hostage or as a prisoner of war, shall be maintained at full pay for their current Equipment Assignment until the Pilot is able to resume work, their death is established in fact, or their death is reasonably presumed to have occurred.
- 28.1.3 With reasonable presumption of death the Company shall cause to be paid death benefits provided for in this Agreement to the Pilot's designated beneficiaries.
- 28.1.4 As an alternative to paying wages as provided for in paragraph 28.1.2, the Company may pay the difference between the amount of such salary and the amount of any compensation provided by other parties as a result of a law with respect to persons interned, captured, held as prisoners or hostages of war or missing as a result of an act of war.
- 28.1.5 Benefit Assignments: The monthly wages allowable per paragraph 28.1.2 shall be credited to the Pilot and shall be disbursed by the Company in accordance with written directions from the Pilot. The Company shall request each Pilot to execute and deliver to the Company a written direction, in which shall be in substantially the form as outlined in [Appendix D – PERIL FORM](#).
- 28.1.6 Any payments due to the Pilot under this Section which are not covered by a written direction as above requested, shall be held by the Company for any such Pilot in an interest-bearing account in the Pilot's name. In the event of reasonable presumption of the Pilot's death, all monies shall be paid to the legal representative of the estate.
- 28.1.7 Any amounts credited to the account of a Pilot or paid to their beneficiary in accordance with the provisions of this Section shall not be required to be returned even if it later becomes established that such payments were made after the death of the Pilot, nor shall such amounts be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.
- 28.1.8 A Pilot shall maintain and continue to accrue seniority for pay purposes during the period in which the Pilot is missing, interned, a hostage or prisoner of war, and on returning after such period shall be governed as if the Pilot had been on a leave of absence under the provisions of [Section 14 \(LEAVES OF ABSENCE\)](#) and [Section 9 \(FILLING OF POSITIONS\)](#).

## **29 AIRCRAFT HANDLING AND SERVICING**

### **29.1 GENERAL**

Note: Current Company practice will remain status quo for a period of two (2) years from the Date of Ratification to allow the Company time to implement acceptable Ground Support services at all destinations. After the two (2) year grace period, the language in this Section shall be open to negotiation between the Parties.

## **30 ELECTRONIC FLIGHT BAG (EFB)**

### **30.1 TABLET SPECS**

- 32.1.1 As of the date of ratification of this Agreement, the minimum for new devices purchased as the Personal Electronic Device (PED) for the Electronic Flight Bag (EFB) program shall be an iPad Mini with 64 GB of memory and Wi-Fi + Cellular.
- 30.1.2 A data plan is not required. If a data plan is considered at a later date, the Company and the Association shall mutually agree to the terms of the data plan, prior to its implementation.

### **30.2 INITIAL PURCHASE**

- 30.2.1 The Company shall provide the minimum Personal Electronic Device (PED) to the Pilot, as either new or used and shall cover the costs equivalent to the Company's bulk order pricing of the minimum PED and two (2) years of extended warranty (AppleCare+).
- 30.2.2 Notwithstanding paragraph 30.2.1, a Pilot may at his own expense purchase an upgraded version of the PED. Any accessories shall be at Pilot's expense.
- 30.2.3 If the Pilot purchases an upgraded version of the PED, upon submission of "proof of purchase" to the Chief Pilot, they shall be reimbursed by the Company, up to the costs in paragraph 30.2.1 above. The Chief Pilot or delegate will record the serial number and date of purchase of each iPad as a means of theft prevention, proof of purchase, and PED replacement records.
- 30.2.4 Extended Warranty: All conditions identified by the extended warranty (AppleCare+) shall apply. If a Pilot purchases the PED directly from the provider, he is responsible for purchasing the extended warranty (AppleCare+) at the time of purchase. Failure to do so will result in the Pilot concerned being responsible for all expenses that would have been covered by the extended warranty.
- 30.2.5 The Pilot shall receive reimbursement via expense form after showing the Chief Pilot the purchased iPad. The Chief Pilot or delegate will record the serial number and date of purchase, of each iPad as a means of theft prevention, proof of purchase, and EFB allowance records.
- 30.2.6 Any costs associated with Company required Apps shall be covered by the Company.

### **30.3 UTILIZATION**

- 30.3.1 A Pilot shall utilize and comply with the EFB policies identified within the Company Operations Manual (COM) and Standard Operating Procedures (SOP), as amended, when at work.
- 30.3.2 The Pilot shall be required to password protect the PED.

- 30.3.3 Pilots shall be required to have a Company email account set up on the PED. This will be the primary email contact used by the Company.
- 30.3.4 Pilots shall take reasonable care to protect the PED from damage and theft.
- 30.3.5 The Company shall provide an aircraft mounting system capable of holding the minimum PED.
- 30.3.6 A protective case may be used provided it does not interfere with any mounting device used in the aircraft. A Pilot shall be responsible for the cost of this protective case should he elect to use one.
- 30.3.7 The Company shall ensure that there are limited spare PEDs at each Base for a Pilot to borrow in the event his own PED is unavailable. A Pilot shall advise the Chief Pilot or designate before borrowing a PED and include a reason his own PED is unavailable. The borrowed PED shall be returned to the Company upon completion of the pairing or as otherwise agreed upon.

#### **30.4 PILOT PRIVACY**

- 30.4.1 The Company acknowledges and agrees that a Pilot's PED is his own personal property, and the information and data on such a device are private and confidential except for information and data contained within proprietary or other Company provided software or applications.
- 30.4.2 The Association acknowledges and agrees that information and data provided by the Company through Company provided software or applications on a Pilot's PED are Company property and such data may be monitored, replaced, or deleted by the Company.
- 30.4.3 The Company agrees that the Company will not, under any circumstances, access, collect, manage, or erase data or information of any kind, monitor, add or remove accounts or restrictions, or install or erase applications on a Pilot's PED, other than software or applications provided by the Company. In addition, the Company will not use a Pilot's PED to determine, monitor, or track his location for any purpose including, but not limited to, disciplinary purposes.
- 30.4.4 Information or data from a Pilot's PED will not be used against a Pilot in any manner in a disciplinary proceeding other than for failure to maintain and update information required by Company Flight Operations or Transport Canada.
- 30.4.5 The Company agrees that the individual(s) accountable for Company compliance with the Personal Information Protection and Electronic Documents Act shall ensure that the protections of that Act are communicated to all Pilots as they pertain to Unit usage.

#### **30.5 REPAIR OR REPLACEMENT**

- 30.5.1 A Pilot shall be responsible for maintaining the PED. If the PED is broken or fails to work properly, the Pilot is responsible to take the PED for repair or replacement.

- 30.5.2 In the event the PED is stolen at work, the PED will be replaced at the expense of the Company. However, the Pilot shall be held responsible to replace the PED if he leaves the PED unattended in the aircraft for station stops greater than fifteen (15) minutes.
- 30.5.3 In the event a PED is lost, the Pilot will be required to replace the PED at his own expense, using the following prorated basis.
- a) Year one (0-12 months) 100% of the cost,
  - b) Year two (13 to 24 months) 75% of the cost,
  - c) Year three (25-36 months) 25% of the cost.
- 30.5.4 Should a PED be damaged at work and require repair under the extended warranty, the Company shall cover the deductible cost of the repair. In the case of damage due to Pilot gross negligence, the Pilot will be responsible for the deductible costs.
- 30.5.5 In cases above, should the Pilot, the Company, or the Association feel a different course of action should be taken, any of the parties may ask for a meeting to discuss the situation.
- 30.5.6 The PED shall be deemed to have a useful life of three (3) years.
- a) If, between years two (2) and three (3) the SU no longer maintains suitable performance and/or battery life, or fails completely due to work related duties, the Company shall replace or repair the PED at Company expense.
  - b) After three (3) years Pilots will be eligible for a PED replacement at Company expense.

## **30.6 RETURNS**

- 30.6.1 If within six (6) months of being issued a PED, a Pilot either leaves the employ of the Company or takes a leave of absence of greater than six (6) months, he shall either return the PED to the Company or purchase the PED outright.
- 30.6.2 If after six (6) months of being issued a PED, a Pilot either leaves the employ of the Company or takes a leave of absence of greater than six (6) months, the Pilot will retain full ownership of the PED. The Pilot shall not be required to return the PED to the Company or purchase the PED outright.

## **30.7 NEW TECHNOLOGY**

- 30.7.1 Upon request of either party, the Company and Association shall meet to discuss issues associated with the implementation of any new device and standards.

## 31 ASSOCIATION BUSINESS

### 31.1 GENERAL

- 31.1.1 When a Pilot is elected or appointed to a position in the Association, the MEC will notify the Company in writing of the Pilot(s) holding such position(s) and the length or term of these position(s).
- 31.1.2 Subject to operational requirements, the Company shall provide a Pilot time off for Association Flight Release (AFR) to perform Association business and to attend Association sponsored events. Except as specified in [Subsection 31.3 \(AFR CREDIT BANK\)](#) and [31.4 \(AFR FOR NEGOTIATIONS COMMITTEE\)](#) below, the Association will reimburse the Company for such costs in accordance with [Subsection 31.6 \(REIMBURSEMENT TO THE COMPANY\)](#) below.
- 31.1.3 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.
- 31.1.4 A Pilot who is granted AFR shall be treated as an Active Pilot and will continue to retain and accrue Seniority, length of service, Vacation and Sick leave and other employee benefits. The Pilot shall have travel privileges in accordance with the Company Travel Policy.
- 31.1.5 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.

### 31.2 REQUEST FOR TIME OFF

- 31.2.1 The MEC Chair or their designate will submit requests via email for AFR to the VP of Flight Operations or their designate.
- 31.2.2 By September 1 of each year, the Association shall provide Crew Planning with the forecasted number of AFR days per month for the upcoming year broken down by Pilot and Position, to the extent known, for the purposes of Company planning.
- 31.2.3 Forecasted AFR for Association Sponsored Events

Event	Anticipated Month	Flight Releases	Anticipated # of Pilots Released
First quarter Canada Board	First quarter each year	MEC Chair MEC Vice Chair	2

Third quarter Canada Board	Third quarter each year	MEC Chair MEC Vice Chair	2
Spring/Summer Executive Board	April or May	MEC Chair MEC Vice Chair	2
Fall/Winter Executive Board	September or October	MEC Chair MEC Vice Chair	2
Bi-Annual Board of Directors	October	MEC Chair MEC Vice Chair MEC Secretary/Treasurer LEC Captain Representatives LEC First Officer Representatives	7

- 31.2.4 By the 30th day of each month the MEC Chair shall provide the Company with a list of requested AFR Days for the following Bid Period. 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 AFR. If the Company cannot approve the request, it shall provide the MEC Chair with a reason for the denial allowing the parties to discuss possible alternative solutions such as moving the AFR Day(s) to another date.
- 31.2.5 In instances where the Association could not have anticipated the AFR requirement, the MEC Chair may submit the request to the Company. 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.

### 31.3 AFR CREDIT BANK

- 31.3.1 On January 1st of each year, the Company shall allocate to the Association a deposit of two hundred (200) credit hours to the AFR credit bank. Any AFR in excess of the AFR credit banks accrual shall be reimbursed to the Company in accordance with [Subsection 31.6 \(REIMBURSEMENT TO THE COMPANY\)](#) below.
- 31.3.2 A Pilot scheduled AFR in advance of the Monthly Bid Period Schedule being released shall be credited and paid four point three (4.3) credits per day for AFR.
- 31.3.3 A Pilot on AFR who was released from a Pairing or Reserve after the Monthly Bid Period Schedule being released shall be credited and paid the value of their assigned Pairings or Reserve.



#### **31.4 AFR FOR NEGOTIATIONS COMMITTEE**

- 31.4.1 The MEC shall form a Negotiations Committee for purposes of negotiating LOUs and renewing the Collective Agreement.
- 31.4.2 The Company shall permit the full-time flight release of up to three (3) Pilots for the period of contract preparation beginning two (2) months prior to negotiations, negotiations, ratification, and implementation a period of one (1) month after ratification. The MEC Chair or designate shall notify the Company of the names of these (3) Pilots on the Negotiations Committee.
- 31.4.3 The Negotiations Committee shall be credited and paid the greater of eighty five (85) credits or the scheduling credit average in each Bid Period while on AFR under paragraph 31.4.2. The Company shall pay the AFR for the Negotiating Committee.

#### **31.5 AFR FOR ALPA NATIONAL ELECTED OFFICIALS**

- 31.5.1 The Company shall provide the following release for a maximum of one (1) Pilot at any given time serving as an ALPA Representative. Such Pilot shall be allotted compensation and full-time AFR for each monthly bid period they are in office. The Association will reimburse the Company for any ALPA Representative AFR in accordance with [Subsection 31.6 \(REIMBURSEMENT TO THE COMPANY\)](#), below.
- 31.5.2 A Pilot on ALPA National AFR shall maintain currency in accordance with paragraph 31.1.3, above.
- 31.5.3 A Pilot on ALPA National AFR shall be treated as an active Pilot in accordance with paragraph 31.1.4, above.

#### **31.6 REIMBURSEMENT TO THE COMPANY**

- 31.6.1 The Company shall provide the Association with a detailed invoice of each month's AFR no later than forty-five (45) Calendar Days following the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:
- a) name(s) of the Pilot(s);
  - b) date(s) such Pilot(s) was on AFR;
  - c) number of workdays the Pilot(s) missed while on AFR;
  - d) A Copy of the schedule for the Pilot(s) receiving AFR
  - e) Pilot(s)' daily and hourly rate(s);
  - f) amount to be reimbursed to the Company.
- 31.6.2 The Association will reimburse the Company within sixty (60) Calendar Days from the receipt of the submitted invoice for the costs incurred when granting Pilots time off pursuant to this Agreement.

## **31.7 TRAVEL COSTS**

- 31.7.1 The Company shall provide positive space travel on the Company network for Pilots on Association business, such as, but not limited to, LEC and MEC meetings, grievance, disciplinary, and arbitration meetings, collective bargaining and negotiations preparation, Accident or Incident investigations, and any other ALPA business.

## **32 REMOTE BASE FLYING**

### **32.1 SECTION 1 – GENERAL SCOPE**

- 32.1.1 Except as expressly modified within this [Section 32 \(REMOTE BASE FLYING\)](#), all Remote Base Flying will be governed under all other terms and conditions of this Collective Agreement.
- 32.1.2 Where there is a conflict specifically related to Remote Base Flying between [Section 32 \(REMOTE BASE FLYING\)](#) and another Section of the Agreement, this Section governs.

### **32.2 SECTION 3 – COMPENSATION**

- 32.2.1 All regular credit hours paid to Remote-based Pilots pursuant to [Section 3 \(COMPENSATION\)](#) shall be subject to a seven percent (7.0%) premium. This premium shall not apply to overtime, WDO or the Premium Rate paid for hours worked.

### **32.3 SECTION 5 – SCHEDULING**

- 32.3.1 Open Flying at Remote Bases shall be offered to available Remote Base Pilots at that Remote Base prior to using Pilots from other Pilot Bases to cover such flying.

### **32.4 SECTION 9 – FILLING OF POSITION VACANCIES**

- 32.4.1 A Pilot who is awarded a Position at a Remote Base, may be subject to a Base Freeze, at Company discretion, for a period of up to twelve (12) months. The start date of such freeze shall be the effective date of the bid or the date the Pilot begins flying in their Position at the Remote Base, whichever is earlier. The Company may, at its discretion, waive such freeze period in order of seniority for those Pilots who bid on a Position.
- 32.4.2 During any freeze period a Pilot shall be permitted to bid for all Position Vacancies provided the effective date of the applicable Position begins within sixty (60) days of the completion of the freeze period.
- 32.4.3 First Officers shall be considered for all Status upgrades in normal queue. If a First Officer is selected for a Status upgrade their Base freeze shall be waived.

### **32.5 SECTION 10 – TRAINING**

- 32.5.1 The Company may schedule a Remote Base Pilot in need of any training to a special Training Pairing that encompasses all training in consecutive Days, along with sufficient Days on either side of the training for any required travel to the training location. All such Pairings shall include all required Rest or Time Free From Duty as required by the most restrictive of the Agreement or the CARs.

Example: If a Pilot required four (4) Days of training and required four (4) Days of travel to get to and return from the location of the training event(s), the Pairing would be eight

(8) Days in length. However, the Pilot may, due to the Agreement or the CARs, require two (2) additional Days for required Rest. In this case the Pairing would be ten (10) Days in total length.

- 32.5.2 A new hire Pilot for a Remote Base may be temporarily relocated to Winnipeg (CYWG) or Thunder Bay (CYQT) for the duration of their initial training course, and if necessary, during initial line indoctrination. During this temporary relocation, the new hire Pilot will be provided lodging as per [Subsection 19.7 \(ACCOMMODATION STANDARDS\)](#) and shall receive a Per Diem of seventy dollars (\$70.00) per Calendar Day.

## **32.6 SECTION 12 – VACATION**

- 32.6.1 Including the attached Days Off specified in [Subsection 12.3 \(VACATION SCHEDULING\)](#), a Remote Base Pilot will be allowed to attach two (2) additional Days Off to recognize the difficulty in travelling to and from a Remote Base for Vacations.

## **32.7 SECTION 18 – TRAVELLING AND MOVING EXPENSES**

- 32.7.1 A Pilot who moves to a Remote Base shall be entitled to an advance of fifteen hundred dollars (\$1,500.00) to help cover the costs of moving to a Remote Base. The Pilot may complete an expense form and include receipts related to the move. Should the expense form and receipts not include the full fifteen hundred dollar (\$1500.00), or not be provided to the Company within ninety (90) Days of issuance of the advance, the fifteen hundred dollar (\$1,500.00) advance or the unreceipted portion thereof will be considered a taxable moving allowance for income tax purposes.
- 32.7.2 A Remote Base First Officer who moves to another Pilot Base for the purposes of a Status upgrade shall be entitled to the above fifteen hundred dollar (\$1,500.00) relocation allowance.

## **32.8 SECTION 19 – EXPENSES, LODGING, AND TRANSPORTATION**

- 32.8.1 For Remote Base Pilots the Company shall endeavor to schedule time for Pilot medical renewals, and Pilot RAIC renewals with Pilot training events to minimize the Pilots travel occurrences away from their Pilot Base.
- 32.8.2 For all work-related appointments (Ex. RAIC, Pilot Medical, etc.) where the Company cannot schedule time with the Pilot's training event, a Remote Base Pilot shall be entitled to confirmed round-trip airfare, up to two (2) nights' accommodation, and Per Diems as specified in [Subsection 19.5 \(PER DIEMS\)](#).
- 32.8.3 When a Remote Base Pilot is scheduled to be in Winnipeg or Thunder Bay for the purposes specified in paragraphs 34.7.1 and 34.7.2 above, the Pilot will be entitled to reasonable transportation expenses up to sixty dollars (\$60) per day.

### **32.9 SECTION 27 – EMPLOYEE BENEFITS**

- 32.9.1 A Remote Base Pilot will receive two (2) one-way confirmed passes on Company aircraft per month for use by the Pilot and two (2) round trip standby passes per month to be used by acquaintances of the Pilot.
- 32.9.2 Use of the standby passes is at the Pilot's discretion and is non-cumulative. The standby passes may be used by any acquaintance of the Pilot for the purposes of visitation while the Pilot is working at the Remote Base.
- 32.9.3 A Remote Base Pilot may utilize up to one hundred (100) pounds of freight for personal use only. Freight will be shipped on a space available basis.
- 32.9.4 No Pilot may receive a monetary gain in relation to any standby pass or freight usage.

### **33 MEDEVAC FLYING**

#### **33.1 SECTION 1 – GENERAL SCOPE**

- 33.1.1 Except as expressly modified within this [Section 33 \(MEDEVAC FLYING\)](#), all Medevac Flying will be governed under all other terms and conditions of this Collective Agreement.
- 33.1.2 Where there is a conflict specifically related to Medevac Flying between [Section 33 \(MEDEVAC FLYING\)](#) and another Section of the Agreement, this Section governs.

#### **33.2 SECTION 3 – COMPENSATION**

- 33.2.1 Pay Tables Medevac Flying: Medevac Pilots will be compensated for all pay and credit based on the hourly pay rates in [Appendix A – Pay Tables](#), as follows:
- a) Captain at Metro Pay Level 16
  - b) First Officer at Metro Pay Level 5
- 33.2.2 Medevac Trip Pay: In addition to the hourly pay rates specified in paragraph 34.2.1 above, a Pilot shall be paid the additional Trip Pay for each Revenue Medevac Trip. Medivac Trip Pay shall be calculated on a monthly basis as indicated in paragraphs a) and b) below:
- a) A Medivac Captain shall be paid:
    - i) If a Captain operates fifteen (15) or fewer Trips, the Pilot shall be paid an additional fifty dollars (\$50.00) per trip operated, or
    - ii) If a Captain operates more than fifteen (15) and twenty-five (25) or fewer Trips, the Pilot shall be paid an additional seventy-five dollars (\$75.00) per trip operated, including all Trips covered under paragraph 33.2.2.a) i) above, or
    - iii) If a Captain operates greater than twenty-five Trips, the Pilot shall be paid an additional one-hundred dollars (\$100.00) per trip operated, including all Trips covered under paragraph 33.2.2 a) i) and 33.2.2 a) ii) above.
  - b) A Medevac First Officer shall be paid:
    - i) If a First Officer operates fifteen (15) or fewer Trips, the Pilot shall be paid an additional twenty-five dollars (\$25.00) per trip operated, or
    - ii) If a First Officer operates more than fifteen (15) and twenty-five or fewer Trips, the Pilot shall be paid an additional forty dollars (\$40.00) per trip operated, including all Trips covered under paragraph 33.2.2.b) i) above, or

- iii) If a First Officer operates greater than twenty-five Trips, the Pilot shall be paid an additional fifty dollars (\$50.00) per trip operated, including all Trips covered under paragraph 33.2.2 b) i) and 33.2.2 b) ii) above.

### **33.3 SECTION 4 – HOURS OF SERVICE**

- 34.3.1 The minimum actual Rest Period for a Medevac Pilot shall be no less than ten (10) consecutive hours in an accommodation plus the travel time to and from the accommodation where the Rest Period is taken.

### **33.4 SECTION 5 – SCHEDULING**

- 33.4.1 In accordance with [Subsection 5.4 \(PUBLICATION AND BIDDING OF SCHEDULES\)](#) and [Subsection 5.5 \(SCHEDULE BUILDING AND AWARDING\)](#), the company shall post a mix of available Medevac schedules for the following Bid Period. Medevac Pilots will bid and be awarded one of the following rotational schedules:

- a) Either a schedule consisting of seven (7) consecutive days of work followed by seven (7) consecutive days off; or
- b) A schedule consisting of fourteen (14) consecutive days of work followed by fourteen (14) consecutive days off.

- 33.4.2 In order to ensure adequate operational coverage for Medevac Pilots who have Vacation, Statutory Holidays, or Training scheduled to occur in a Bid month, and after consulting with the Association's Scheduling Committee outlining the direct need for additional coverage, the Company may schedule up to thirty percent (30%) of Medevac Captains and up to thirty percent (30%) of Medevac First Officers to a non-rotational schedule up to a maximum of fifteen (15) days of work per Monthly Scheduling Period.

- 33.4.3 In accordance with [Section 5 \(SCHEDULING\)](#), Medevac Pilots may trade a portion of their rotation or days of work, subject to the duty and rest limitations in the CARs. All trade requests must be approved by Medevac Crew Scheduling.

- 33.4.4 Medevac Rotation: The Medevac Rotation shall start at 0445 central time on the first day of rotation and shall end by 2359 central time on the last day of rotation. A Medevac Pilot will be considered On Call for the duration of the Medevac Rotation, excluding required Rest Periods.

- 33.4.5 On the last day of a Medevac rotation, a Medevac Pilot will not decline a Medevac flight where there is a possibility the assignment will cause the Medevac Pilot to miss a scheduled flight back to their Pilot Base. If such a situation arises, the Company shall always ensure that on their last assigned Day of their rotation a Medevac Pilot is released at their Base no later than the end of that Pilots Medevac rotation.

### **33.5 SECTION 9 – FILLING OF POSITIONS**

- 33.5.1 In accordance with [Section 9 \(FILLING OF POSITIONS\)](#), Medevac positions will only be awarded where a position vacancy exists either due to attrition or when the Company has an operational need to increase the Medevac crewing complement.
- 33.5.2 All Medevac Position Vacancies shall be awarded in accordance with seniority provided that the Pilots' licenses and qualifications, excluding type ratings are sufficient in accordance with the minimum requirements stipulated by the applicable Provincial Government, and as contained in the Transport Canada Regulations, and the Company Operations Manual (COM).
- 33.5.3 The Company and the Association recognize Medevac Flying as a unique and challenging operation and therefore recognize a Medevac Pilot must meet specific training requirements and be suitable for the "Medevac environment." Should a situation arise where it is suspected a Medevac Pilot does not meet these requirements the Company and the Association shall meet to discuss.
- 33.5.4 All Medevac Pilots shall be considered Based in Winnipeg. For greater clarity, Medevac Bases shall not be considered Pilot Bases for Medevac Pilots.

### **33.6 SECTION 12 – VACATION**

- 33.6.1 A Medevac Vacation Block shall consist of:
- a) five (5) Vacation Days plus two (2) Statutory Holidays totaling thirty-five point seven (35.7) credit hours, or
  - b) ten (10) Vacation Days plus four (4) Statutory Holidays totaling seventy-one point four (71.4) credit hours.
- 33.6.2 Medevac Pilot shall take their vacation and Statutory Holiday entitlements in either a seven (7) day block or a fourteen (14) day block in order to ensure adequate operational coverage for their awarded rotation.
- a) A Medevac Pilot on a seven (7) day rotational schedule shall bid and be awarded a seven (7) day vacation.
  - b) A Medevac Pilot on a fourteen (14) day rotational schedule may bid and be awarded a seven (7) day vacation requiring seven (7) days on rotation, or
  - c) A Medevac Pilot on a fourteen (14) day rotational schedule may alternatively bid their Medevac Vacation in a fourteen (14) day block to cover a full fourteen (14) day rotation.
- 33.6.3 Notwithstanding paragraph 34.6.1 a Pilot with less than a full Medevac Vacation Block may use their remaining Vacation and Statutory Holiday days as a block at either the start or the end of a Medevac rotation.



**33.7 SECTION 19 – EXPENSES, LODGING, AND TRANSPORTATION**

- 33.7.1 The Company will provide all accommodations for Medevac Pilots and assume all associated costs. There shall be no change to the practices and procedures utilized for current Medevac Bases and the Company shall continue to comply with no less than the conditions set forth in [Section 19 \(EXPENSES, LODGING AND TRANSPORTATION\)](#).
- 33.7.2 Where reasonably available, the Company will provide a Computer and a Printer at each Medevac Base for flight planning purposes.
- 33.7.3 Medevac Pilots assigned to the fourteen (14) Day rotational schedule will be eligible for Company provided accommodations at the Winnipeg Pilot Base. In addition, the Company will cover all costs associated with round-trip air transportation from other major airports to Winnipeg International Airport for each rotational Medevac Pilot. Commuting to and from Winnipeg will not be part of that Pilot's fourteen (14) Day rotation.

**33.8 SECTION 29 – AIRCRAFT HANDLING AND SERVICING**

- 33.8.1 Medevac Pilots may be required to tow their aircraft at a Medevac Base.

**34 DURATION**

**34.1 GENERAL**

- 34.1.1 This Agreement shall become effective June 20, 2023 and shall continue in full force and effect until June 20, 2028.
- 34.1.2 This Agreement shall renew itself without change for each succeeding year thereafter, unless written notice of intended change is served by either party within four (4) calendar months immediately preceding the date of expiration of the term of this Agreement.
- 34.1.3 In the event that notice of intended change is given, this Agreement shall remain in full force and effect while negotiations are being carried out for the arrangement of a further agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 17th Day of November 2023 at Winnipeg, Manitoba.

For PERIMETER AVIATION LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

\_\_\_\_\_  
Mr. Joey Petrisor  
President & CEO

\_\_\_\_\_  
Captain Jason Ambrosie  
President, ALPA International

\_\_\_\_\_  
Captain Cory Bertram  
Vice President of Operations

\_\_\_\_\_  
Captain Tim Perry  
President, ALPA Canada

\_\_\_\_\_  
Mr. Trevor Gavinchuk  
Director of Eastern Operations

\_\_\_\_\_  
Captain Riley Box  
Perimeter MEC Chair

\_\_\_\_\_  
Captain Adam Layden  
Chief Pilot

\_\_\_\_\_  
Captain Robert Maxwell  
Bearskin MEC Chair

\_\_\_\_\_  
Captain Kris Unrau  
PAG-BRS Negotiating Chair

## APPENDIX A – PAY TABLES

Level	Years	DOR	DOR + 1*	DOR + 2*	DOR + 3*	DOR + 4*
<b>First Officer - Metro / Dash 8</b>						
1	0 - 1	\$ 48.40	\$ 50.82	\$ 53.36	\$ 56.03	\$ 58.83
2	1 - 2	\$ 52.52	\$ 55.14	\$ 57.90	\$ 60.79	\$ 63.83
3	2 - 3	\$ 55.71	\$ 58.50	\$ 61.42	\$ 64.50	\$ 67.72
4	3 - 4	\$ 57.11	\$ 59.96	\$ 62.96	\$ 66.11	\$ 69.41
5	4 - 5	\$ 58.53	\$ 61.46	\$ 64.53	\$ 67.76	\$ 71.14
<b>Captain - Metro</b>						
1	0 - 1	\$ 78.50	\$ 82.43	\$ 86.55	\$ 90.87	\$ 95.42
2	1 - 2	\$ 82.43	\$ 86.55	\$ 90.88	\$ 95.42	\$ 100.19
3	2 - 3	\$ 86.55	\$ 90.88	\$ 95.42	\$ 100.19	\$ 105.20
4	3 - 4	\$ 90.87	\$ 95.41	\$ 100.18	\$ 105.19	\$ 110.45
5	4 - 5	\$ 95.42	\$ 100.19	\$ 105.20	\$ 110.46	\$ 115.98
6	5 - 6	\$ 99.23	\$ 104.19	\$ 109.40	\$ 114.87	\$ 120.61
7	6 - 7	\$ 103.20	\$ 108.36	\$ 113.78	\$ 119.47	\$ 125.44
8	7 - 8	\$ 107.33	\$ 112.70	\$ 118.33	\$ 124.25	\$ 130.46
9	8 - 9	\$ 109.48	\$ 114.95	\$ 120.70	\$ 126.74	\$ 133.07
10	9 - 10	\$ 111.67	\$ 117.25	\$ 123.12	\$ 129.27	\$ 135.74
11	10 - 11	\$ 112.78	\$ 118.42	\$ 124.34	\$ 130.56	\$ 137.08
12	11 - 12	\$ 113.91	\$ 119.61	\$ 125.59	\$ 131.87	\$ 138.46
13	12 - 13	\$ 115.05	\$ 120.80	\$ 126.84	\$ 133.18	\$ 139.84
14	13 - 14	\$ 116.20	\$ 122.01	\$ 128.11	\$ 134.52	\$ 141.24
15	14 - 15	\$ 117.36	\$ 123.23	\$ 129.39	\$ 135.86	\$ 142.65
16	15 +	\$ 118.53	\$ 124.46	\$ 130.68	\$ 137.21	\$ 144.07
<b>Captain - Dash 8</b>						
1	0 - 1	\$ 106.66	\$ 111.99	\$ 117.59	\$ 123.47	\$ 129.64
2	1 - 2	\$ 108.79	\$ 114.23	\$ 119.94	\$ 125.94	\$ 132.23
3	2 - 3	\$ 110.96	\$ 116.51	\$ 122.34	\$ 128.45	\$ 134.88
4	3 - 4	\$ 113.18	\$ 118.84	\$ 124.78	\$ 131.02	\$ 137.57
5	4 - 5	\$ 115.45	\$ 121.22	\$ 127.28	\$ 133.65	\$ 140.33
6	5 - 6	\$ 117.76	\$ 123.65	\$ 129.83	\$ 136.32	\$ 143.14
7	6 - 7	\$ 120.11	\$ 126.12	\$ 132.43	\$ 139.05	\$ 146.00
8	7 - 8	\$ 122.52	\$ 128.64	\$ 135.08	\$ 141.83	\$ 148.92
9	8 - 9	\$ 124.97	\$ 131.21	\$ 137.77	\$ 144.66	\$ 151.90
10	9 - 10	\$ 127.46	\$ 133.84	\$ 140.53	\$ 147.56	\$ 154.93
11	10 - 11	\$ 130.02	\$ 136.52	\$ 143.34	\$ 150.51	\$ 158.04
12	11 - 12	\$ 132.61	\$ 139.24	\$ 146.20	\$ 153.51	\$ 161.19
13	12 - 13	\$ 133.94	\$ 140.63	\$ 147.67	\$ 155.05	\$ 162.80
14	13 - 14	\$ 135.28	\$ 142.04	\$ 149.14	\$ 156.60	\$ 164.43
15	14 - 15	\$ 136.63	\$ 143.47	\$ 150.64	\$ 158.17	\$ 166.08
16	15 +	\$ 137.99	\$ 144.89	\$ 152.14	\$ 159.75	\$ 167.73

\* or CPI increase, whichever is greater

**Multi-Type Pay Per Month**

Captain	\$	350.00
First Officer	\$	175.00

**Other Wage Proposals:**

Current Tier 1 pilot scales will each receive an 8% increase and each pilot will remain red-circled on their respective scale until they cap off or change status.

Tier 1 current hourly calculations should be calculated:  $((500 \text{ sched flight hours} \times \text{current hourly wage}) + \text{base salary}) \text{ divided by annual MMG}$

**APPENDIX B – PRORATE TABLE**

Days Absent	Thirty (30) Day Monthly Scheduling Period			Thirty One (31) Day Monthly Scheduling Period		
	Max Work Days	Min Days Off	MMG Target Hours	Max Work Days	Min Days Off	MMG Target Hours
0	18	12	78	18	13	78
1	17	12	75.4	17	13	75.5
2	17	11	72.8	17	12	73.0
3	16	11	70.2	16	12	70.5
4	16	10	67.6	16	11	67.9
5	15	10	65.0	15	11	65.4
6	14	10	62.4	14	11	62.9
7	14	9	59.8	14	10	60.4
8	13	9	57.2	13	10	57.9
9	13	8	54.6	12	10	55.4
10	12	8	52.0	12	9	52.8
11	11	8	49.4	11	9	50.3
12	11	7	46.8	11	8	47.8
13	10	7	44.2	10	8	45.3
14	10	6	41.6	10	7	42.8
15	9	6	39.0	9	7	40.3
16	8	6	36.4	9	6	37.7
17	8	5	33.8	8	6	35.2
18	7	5	31.2	7	6	32.7
19	7	4	28.6	7	5	30.2
20	6	4	26.0	6	5	27.7
21	5	4	23.4	6	4	25.2
22	5	3	20.8	5	4	22.6
23	4	3	18.2	5	3	20.1
24	4	2	15.6	4	3	17.6
25	3	2	13.0	3	3	15.1
26	2	2	10.4	3	2	12.6
27	2	1	7.8	2	2	10.1
28	1	1	5.2	2	1	7.5
29	1	0	2.6	1	1	5.0
30	0	0	0.0	1	0	2.5
31	-	-	-	0	0	0.0

**APPENDIX C.1 – TRAINING CONTRACT METRO**

TRAINING CONTRACT

BETWEEN:

PERIMETER AVIATION LP  
626 Ferry Road  
Winnipeg, Manitoba R3H 0T7  
(the “Company”)

-and-

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

(the “Pilot”)

Provisions:

- a) The Company is a commercial air carrier which employs Pilots to operate its aircraft.
- b) The Pilots in the employ of the Company are represented by the Air Line Pilots Association, International (the “Association”) as per paragraph 1.1.1 of the Collective Agreement between the Company and the Association (the “Collective Agreement”).
- c) The Pilot is required to receive training under the provisions of [Section 9 \(FILLING OF POSITIONS\)](#) and [Section 10 \(TRAINING\)](#) of the Collective Agreement.
- d) The Pilot acknowledges that it is reasonable to provide security to the Company to ensure payment to the Company on account of their failure to perform their duties as specified in the Collective Agreement with regard to length of service following the execution of this Agreement.

Therefore, for good and valuable consideration (the receipt and sufficiency of which is acknowledged) the parties agree as follows:

- 1. The training consists of Ground School, Simulator and Aircraft Training, and Line Indoctrination as specified in the Company Operations Manual and Flight Crew Training Manual.
- 2. The Company agrees to provide training to the Pilot as required in a reasonable and expeditious manner. The Pilot agrees to make themselves available for training and to apply their best effort to it.
- 3. The value of the training agreed contemplated by this Agreement is six thousand (\$6,000) dollars and upon execution of this Agreement, the Pilot is indebted to the Company for that amount.
- 4. The Pilot agrees to make his/her services available to the Company for a period of at least two (2) years following the completion of this training.

5. If the Pilot leaves the employ of the Company either voluntarily or by dismissal for cause within the twenty-four (24) month period following such training, the Pilot shall (subject to forgiveness as follows) forthwith reimburse the cost of the training, up to a maximum of six thousand (\$6,000) dollars.
  - a) Leaves within 0 – 12 months: 100% of training costs, less 2.083% for each of those completed months (i.e., forgiveness of 25% for the full year).
  - b) Leaves within 13-24 months: 75% of training costs, less 6.25% for each of those completed months (i.e., forgiveness of the remaining 75% for the full second year).
6. A Pilot who is laid off will not be required to reimburse the Company for training costs unless he fails to return from layoff upon being required to return by recall, at which time the training costs become due and payable. Time spent on layoff will not be taken into account when calculating the amount of forgiveness.
7. The Company will be deemed to forgive in full the Pilot's training costs if:
  - a) the Company files for bankruptcy;
  - b) the Pilot dies; or
  - c) the Pilot loses his/her Class 1 medical.
  - d) the Pilot is dismissed during his probationary period.
8. The Pilot authorizes and directs the Company to withhold and pay any amount becoming due to the Company under the terms of this Agreement from any wages or other monies the Company may otherwise owe the Pilot.
9. Any amount due to the Company under the terms of this Agreement shall bear interest at the lowest prime rate charged by the Bank of Nova Scotia in the month immediately prior to indebtedness, plus one per cent (1%), effective the date the Pilot leaves the employ of the Company or is laid off.
10. Nothing in this Agreement is intended to supersede any of the provisions included in the Collective Agreement.
11. In the event of a dispute under this Agreement, such dispute shall be addressed through [Section 22 \(GRIEVANCE PROCEDURE\)](#) and [Section 24 \(ARBITRATION\)](#), of the Collective Agreement.
12. The Parties represent that they have had the full opportunity to obtain independent legal advice and that they enter this Agreement voluntarily.

The Parties have duly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PERIMETER AVIATION LP

Per \_\_\_\_\_

Per \_\_\_\_\_

## APPENDIX C.2 – TRAINING CONTRACT DASH 8

### TRAINING CONTRACT

BETWEEN:

PERIMETER AVIATION LP  
626 Ferry Road  
Winnipeg, Manitoba R3H 0T7  
(the “Company”)

-and-

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

(the “Pilot”)

Provisions:

- a) The Company is a commercial air carrier which employs Pilots to operate its aircraft.
- b) The Pilots in the employ of the Company are represented by the Air Line Pilots Association, International (the “Association”) as per paragraph 1.1.1 of the Collective Agreement between the Company and the Association (the “Collective Agreement”).
- c) The Pilot is required to receive training under the provisions of [Section 9 \(FILLING OF POSITIONS\)](#) and [Section 10 \(TRAINING\)](#) of the Collective Agreement.
- d) The Pilot acknowledges that it is reasonable to provide security to the Company to ensure payment to the Company on account of their failure to perform their duties as specified in the Collective Agreement with regard to length of service following the execution of this Agreement.

Therefore, for good and valuable consideration (the receipt and sufficiency of which is acknowledged) the parties agree as follows:

- 1. The training consists of Ground School, Simulator and Aircraft Training, and Line Indoctrination as specified in the Company Operations Manual and Flight Crew Training Manual.
- 2. The Company agrees to provide training to the Pilot as required in a reasonable and expeditious manner. The Pilot agrees to make themselves available for training and to apply their best effort to it.
- 3. The value of the training agreed contemplated by this Agreement is twelve thousand (\$12,000) dollars and upon execution of this Agreement, the Pilot is indebted to the Company for that amount.
- 4. The Pilot agrees to make his/her services available to the Company for a period of at least two (2) years following the completion of this training.



5. If the Pilot leaves the employ of the Company either voluntarily or by dismissal for cause within the twenty-four (24) month period following such training, the Pilot shall (subject to forgiveness as follows) forthwith reimburse the cost of the training, up to a maximum of twelve thousand (\$12,000) dollars.
  - a) Leaves within 0 – 12 months: 100% of training costs, less 2.083% for each of those completed months (i.e., forgiveness of 25% for the full year).
  - b) Leaves within 13-24 months: 75% of training costs, less 6.25% for each of those completed months (i.e., forgiveness of the remaining 75% for the full second year).
  
6. A Pilot who is laid off will not be required to reimburse the Company for training costs unless he fails to return from layoff upon being required to return by recall, at which time the training costs become due and payable. Time spent on layoff will not be taken into account when calculating the amount of forgiveness.
  
7. The Company will be deemed to forgive in full the Pilot's training costs if:
  - a) the Company files for bankruptcy;
  - b) the Pilot dies; or
  - c) the Pilot loses his/her Class 1 medical.
  - d) the Pilot is dismissed during his probationary period.
  
8. The Pilot authorizes and directs the Company to withhold and pay any amount becoming due to the Company under the terms of this Agreement from any wages or other monies the Company may otherwise owe the Pilot.
  
9. Any amount due to the Company under the terms of this Agreement shall bear interest at the lowest prime rate charged by the Bank of Nova Scotia in the month immediately prior to indebtedness, plus one per cent (1%), effective the date the Pilot leaves the employ of the Company or is laid off.
  
10. Nothing in this Agreement is intended to supersede any of the provisions included in the Collective Agreement.
  
11. In the event of a dispute under this Agreement, such dispute shall be addressed through [Section 22 \(GRIEVANCE PROCEDURE\)](#) and [Section 24 \(ARBITRATION\)](#), of the Collective Agreement.
  
12. The Parties represent that they have had the full opportunity to obtain independent legal advice and that they enter this Agreement voluntarily.

The Parties have duly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

PERIMETER AVIATION LP

Per \_\_\_\_\_

Per \_\_\_\_\_

**APPENDIX D – PERIL FORM**

DATE: \_\_\_\_\_

You are hereby directed to pay all monthly compensation allowable to me, while missing, under the terms of [Section 28.0 \(PERIL\)](#) of the Agreement or any subsequent specific agreement between Perimeter Aviation and the Airline Pilots in the service of Perimeter Aviation as follows:

\$ \_\_\_\_\_ per Month to \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

as long as living.

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

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

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

\_\_\_\_\_  
Pilot's Signature

## APPENDIX E – SENIORITY LIST

### PRE-MERGER BEARSKIN AIRLINES AND PRE-MERGER PERIMETER AVIATION INTEGRATION OF PILOT SENIORITY LISTS

#### BACKGROUND

Following the completion and ratification of the joint collective agreement between Bearskin Airlines and Perimeter Aviation, Merger Representatives from both pre-merger carriers' Master Executive Councils (MECs) met, pursuant to ALPA Merger Policy, ALPA Administrative Manual Section 45, to integrate seniority lists between the pre-merger airlines. In doing so, the Merger Representatives ensured that all pilots had an opportunity to log into an electronic system whereby seniority list pilots could verify their respective seniority information that resulted in the certification of the respective pre-merger seniority lists as required by ALPA Merger Policy.

After the exchange of these certified pre-merger seniority lists, the two MECs' Merger Representatives then met to negotiate and create a single, integrated seniority list (ISL). In determining the construction of such ISL, the Merger Representatives considered the factors required by Merger Policy, and, consistent with the prevailing standards of Canadian Labour Law, eventually settled on a date of hire approach by starting with the pre-merger Bearskin Airlines Pilots' System Seniority List that utilizes a pilot's date of hire for placement on that seniority list. Then, the Merger Representatives used the pre-merger Perimeter Aviation Pilots' Seniority List that places pilots on that list as of their completion of pilot proficiency check. Given that Perimeter Aviation did not have readily accessible data available to provide a clear date of hire that corresponded to the approach used in the pre-merger Bearskin Airlines Collective Agreement, the Merger Representatives determined that for purposes of the ISL, a Perimeter pilot's completion of their proficiency check would be considered such pilot's date of hire. Thereafter, pilots on both pre-merger seniority lists were merged into the ISL via the above-described date of hire methodology.

Additionally, the Merger Representatives determined that based upon the date of hire approach used in creating the ISL, there was no need for any additional conditions and restrictions as applied to the new, merged seniority list.

#### INTEGRATION AGREEMENT

The Bearskin-Perimeter Integrated Seniority list is constructed as follows:

1. All pre-merger Bearskin Airlines pilots were placed on the ISL utilizing each pilot's date of hire, as the basis for determining a seniority number, from the certified pre-merger Bearskin Airlines' Pilots System Seniority List.
2. All pre-merger Perimeter Aviation pilots were then placed on the ISL utilizing each pilot's proficiency check completion date, as the basis for determining a seniority number, from the certified pre-merger Perimeter Aviation Pilots Seniority List.

3. The process used in paragraphs 1 and 2, above, resulted in a final integrated seniority list for the merged airline pilot group, using date of hire as the controlling principle, as described above.
4. No additional conditions or restrictions were deemed necessary in the creation of this date of hire-based integrated seniority list.

The Bearskin-Perimeter Integrated Seniority List is now considered complete effective this first day of September, 2023 and will be presented to management for implementation pursuant to ALPA Merger Policy, Administrative Manual Section 45.3.D.1.



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Captain Robert Maxwell, Chair  
Bearskin Aviation MEC



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Captain Riley Box, Chair  
Perimeter Airlines MEC

**Perimeter Pilot System Seniority List (PSSL)  
Perimeter-Bearskin Integrated Seniority List (ISL)**

ISL Effective Date: 2023-XX-XX

SL #	Emp #	First Name	Last Name	Status	Equip	Base	Hire Date	Seniority Date	Captain Date	Notes
1				-	-	MGMT	1990-04-09	1990-04-09	1993-03-10	Chief Pilot Standards
2				CA	M3/23	YWG	1997-03-10	1997-03-10	1998-02-10	-
3				-	-	MGMT	1998-03-02	1998-03-02	1998-03-02	-
4				CA	M3/23	YWG	1999-09-15	1999-09-15	1999-09-15	-
5				CA	M2	MVAC	2000-07-25	2000-07-25	2001-03-28	-
6				CA	DH8	YWG	2001-03-14	2001-03-14	2001-04-08	-
7				CA	DH8	YWG	2002-09-09	2002-10-23	2006-06-30	-
8				CA	DH8	YWG	1999-09-07	2003-06-13	2005-11-17	-
9				CA	DH8	YTH	2004-02-03	2005-02-08	2006-06-28	-
10				CA	DH8	YWG	2005-09-03	2005-10-08	2008-03-08	-
11				CA	DH8	YWG	2005-06-06	2006-09-18	2008-11-18	-
12				CA	M3/23	YQT	2006-11-29	2006-11-29	2007-11-21	-
13				-	-	MGMT	2006-08-21	2007-02-04	2007-11-27	-
14				CA	M3/23	YQT	2007-04-25	2007-04-25	2010-09-01	-
15				CA	M3/23	YQT	2007-08-01	2007-08-01	2010-09-30	-
16				-	-	MGMT	2005-09-25	2007-08-23	2008-11-21	VP Operations
17				CA	M3/23	YQT	2008-09-08	2008-09-08	2011-05-01	-
18				-	-	MGMT	2006-10-14	2008-10-20	2011-09-01	Chief Pilot Standards
19				-	-	MGMT	2006-11-13	2008-11-03	2010-01-19	Chief Pilot
20				CA	M3/23	YQT	2009-09-28	2009-09-28	2013-07-01	-
21				CA	DH8	YWG	2007-04-25	2009-12-14	2012-04-25	-
22				CA	DH8	YWG	2010-03-01	2010-03-13	2012-05-31	-
23				CA	DH8	YWG	2007-08-28	2010-04-23	2012-06-22	-
24				CA	M3/23	YQT	2010-08-16	2010-08-16	2013-06-20	-
25				CA	M3/23	YQT	2010-08-16	2010-08-16	2023-10-01	-
26				CA	DH8	YWG	2006-12-27	2010-10-04	2011-06-27	-
27				CA	DH8	YWG	2009-12-08	2011-03-16	2013-07-04	-
28				CA	DH8	YWG	2010-05-03	2011-03-28	2013-05-28	-
29				FO*	DH8	YWG	2011-04-18	2011-04-20	2012-12-05	* Tier 1 FO
30				CA	DH8	YWG	2010-07-17	2011-12-07	2014-05-30	-
31				CA	DH8	YWG	2010-11-23	2012-05-16	2017-05-08	-
32				-	-	MGMT	2009-01-12	2012-07-25	2016-03-11	Asst. Chief Pilot
33				FO*	DH8	YWG	2010-02-26	2012-09-06	2017-08-21	* Tier 1 FO
34				CA	DH8	YWG	2011-04-08	2012-12-21	2016-03-04	-
35				CA	DH8	YWG	2012-06-18	2014-08-15	2017-09-07	-
36				CA	DH8	YWG	2012-07-23	2014-11-18	2017-01-12	-
37				CA	DH8	YWG	2012-05-22	2016-06-27	2018-05-08	-
38				CA	M2	MVAC	2016-04-27	2016-08-23	2018-09-07	-
39				CA	M3/23	YQT	2016-08-29	2016-08-29	2023-01-19	-
40				CA	M3	YWG	2013-12-08	2016-09-30	2018-06-16	-

ISL approved by  
the Perimeter (PAG) MEC

ISL approved by  
the Bearskin (BRS) MEC

Perimeter Pilot System Seniority List (PSSL)  
 Perimeter-Bearskin Integrated Seniority List (ISL)

ISL Effective Date: 2023-XX-XX

SL #	Emp #	First Name	Last Name	Status	Equip	Base	Hire Date	Seniority Date	Captain Date	Notes
41				CA	DH8	YWG	2015-04-22	2016-10-05	2018-09-27	-
42				CA	DH8	YWG	2011-11-26	2017-01-26	2019-02-11	-
43				FO	DH8	YWG	2012-04-16	2017-02-20	-	-
44				CA	M3	YXL	2016-10-26	2017-04-01	2017-04-01	-
45				CA	M3	YWG	2009-09-21	2017-04-24	2019-12-05	-
46				CA	-	MGMT	2015-03-18	2017-04-26	2019-07-12	-
47				CA	DH8	YWG	2011-10-11	2017-05-28	2020-01-18	-
48				CA	DH8	YTH	2015-11-04	2017-06-02	2020-01-08	-
49				CA	DH8	YWG	2012-02-01	2017-06-27	2021-10-29	-
50				CA	M3/23	YQT	2017-07-10	2017-07-10	2017-07-10	-
51				FO	DH8	YWG	2016-04-01	2017-08-10	-	-
52				CA	M3	YTH	2016-10-31	2017-10-21	2019-08-30	-
53				CA	M2	MVAC	2017-11-07	2017-12-29	2018-11-29	-
54				CA	M3	YWG	2016-03-28	2018-02-09	2021-12-08	-
55				CA	M3	YXL	2018-04-01	2018-05-23	2018-05-23	-
56				CA	M2	MVAC	2017-03-27	2018-07-23	2020-01-06	-
57				FO	M2	MVAC	2017-03-17	2018-12-05	-	-
58				CA	M3	YWG	2017-09-11	2019-01-17	2022-03-23	-
59				CA	DH8	YWG	2019-01-07	2019-02-17	2022-06-13	-
60				CA	M3	YTH	2016-08-15	2019-03-30	2022-12-15	-
61				CA	M2	MVAC	2019-05-14	2019-05-31	2019-05-31	-
62				CA	M2	MVAC	2019-04-09	2019-06-12	2023-01-05	-
63				FO	DH8	YWG	2016-08-09	2019-07-03	-	-
64				FO	DH8	YWG	2019-05-14	2019-07-09	-	-
65				CA	M3	YWG	2011-07-04	2019-07-30	2023-06-13	-
66				CA	M2	MVAC	2019-07-16	2019-08-16	2019-10-20	-
67				CA	M2	MVAC	2019-09-17	2019-09-23	-	-
68				FO	DH8	YWG	2018-03-07	2019-10-06	-	-
69				CA	M3	YWG	2019-01-24	2019-12-04	2023-02-22	-
70				CA	M2	MVAC	2019-11-12	2019-12-17	2022-10-10	-
71				FO	DH8	YTH	2019-03-18	2020-02-16	-	-
72				CA	DH8	YWG	2019-11-13	2020-03-08	2022-12-31	-
73				CA	DH8	YWG	2019-10-21	2020-03-13	2023-05-04	-
74				-	-	MGMT	2020-10-05	2020-10-05	2020-10-05	-
75				CA	M3	YWG	2018-08-27	2021-03-02	2023-03-21	-
76				CA	M3	YWG	2019-11-12	2021-04-07	2023-04-14	-
77				FO	DH8	YWG	2021-06-21	2021-09-22	-	-
78				FO	M2	MVAC	2019-12-02	2021-10-04	-	-
79				FO	DH8	YWG	2020-03-01	2021-10-04	-	-
80				CA	M2	MVAC	2021-06-22	2021-10-04	2023-04-13	-

ISL approved by  
 the Perimeter (PAG) MEC

ISL approved by  
 the Bearskin (BRS) MEC

**Perimeter Pilot System Seniority List (PSSL)  
Perimeter-Bearskin Integrated Seniority List (ISL)**

ISL Effective Date: 2023-XX-XX

SL #	Emp #	First Name	Last Name	Status	Equip	Base	Hire Date	Seniority Date	Captain Date	Notes
81				FO	DH8	YWG	2020-09-07	2021-11-01	-	-
82				FO	M3/23	YQT	2021-11-01	2021-11-01	-	-
83				CA	M2	MVAC	2021-11-01	2021-11-01	2023-05-02	-
84				CA	M3/23	YQT	2021-12-07	2021-12-07	2023-05-11	-
85				FO	M3	YTH	2018-04-16	2022-01-04	-	-
86				FO	DH8	YWG	2022-01-07	2022-01-07	-	-
87				FO	M3	YTH	2020-10-14	2022-02-01	-	-
88				CA	DH8	YWG	2022-02-07	2022-02-07	2023-06-06	-
89				FO	M3	YWG	2019-11-12	2022-02-08	-	-
90				FO	M3	YXL	2021-07-15	2022-03-01	-	-
91				FO	M3/23	YWG	2021-09-20	2022-03-01	-	-
92				FO	M3	YWG	2020-09-14	2022-04-04	-	-
93				CA	M3/23	YQT	2022-04-04	2022-04-04	2023-03-01	-
94				FO	M3/23	YQT	2022-04-04	2022-04-04	-	-
95				FO	DH8	YWG	2020-03-01	2022-04-05	-	-
96				FO	DH8	YWG	2020-12-09	2022-04-05	-	-
97				FO	M3	YWG	2020-08-04	2022-05-02	-	-
98				FO	DH8	YWG	2021-04-19	2022-05-02	-	-
99				FO	DH8	YWG	2021-09-13	2022-05-02	-	-
100				FO	DH8	YWG	2022-05-02	2022-05-02	-	-
101				FO	M3/23	YQT	2022-06-06	2022-06-06	-	-
102				FO	DH8	YWG	2021-10-25	2022-06-24	-	-
103				FO	DH8	YWG	2022-02-01	2022-06-24	-	-
104				FO	DH8	YWG	2022-03-14	2022-06-24	-	-
105				CA	DH8	YTS	2022-06-24	2022-06-24	2022-10-14	-
106				CA	M3/23	YQT	2022-08-02	2022-08-02	2023-03-02	-
107				FO	M2	MVAC	2022-08-02	2022-08-02	-	-
108				CA	M3/23	YQT	2022-08-02	2022-08-02	2023-03-06	-
109				FO	DH8	YWG	2021-11-22	2022-09-01	-	-
110				FO	DH8	YWG	2022-04-18	2022-09-01	-	-
111				FO	M3/23	YQT	2021-11-20	2022-09-06	-	-
112				FO	M3	YXL	2022-05-02	2022-09-06	-	-
113				CA	M3/23	YQT	2022-09-06	2022-09-06	2022-09-06	-
114				CA	M3/23	YQT	2022-09-25	2022-09-25	2022-09-25	-
115				FO	DH8	YWG	2021-06-28	2022-10-04	-	-
116				FO	DH8	YWG	2022-04-25	2022-10-04	-	-
117				FO	DH8	YWG	2022-05-16	2022-10-04	-	-
118				FO	M2	MVAC	2022-10-04	2022-10-04	-	-
119				FO	M3	YWG	2022-10-04	2022-10-04	-	-
120				FO	M3	YWG	2020-09-21	2022-11-07	-	-

ISL approved by  
the Perimeter (PAG) MEC

ISL approved by  
the Bearskin (BRS) MEC

Perimeter Pilot System Seniority List (PSSL)  
 Perimeter-Bearskin Integrated Seniority List (ISL)

ISL Effective Date: 2023-XX-XX

SL #	Emp #	First Name	Last Name	Status	Equip	Base	Hire Date	Seniority Date	Captain Date	Notes
121				FO	M3	YWG	2022-11-07	2022-11-07	-	-
122				FO	DH8	YWG	2020-09-01	2022-12-21	-	-
123				FO	DH8	YWG	2022-03-14	2022-12-21	-	-
124				FO	M3	YWG	2022-01-10	2023-01-03	-	-
125				FO	M3/23	YQT	2023-01-03	2023-01-03	-	-
126				FO	M2	MVAC	2023-01-03	2023-01-03	-	-
127				FO	M3/23	YQT	2023-01-03	2023-01-03	-	-
128				FO	M3	YXL	2023-01-03	2023-01-03	-	-
129				FO	DH8	YWG	2022-03-28	2023-02-03	-	-
130				FO	DH8	YWG	2022-04-18	2023-02-03	-	-
131				FO	DH8	YTH	2022-08-01	2023-03-01	-	-
132				FO	M3/23	YQT	2022-08-15	2023-03-06	-	-
133				FO	M3/23	YWG	2022-09-05	2023-03-06	-	-
134				FO	M3/23	YQT	2023-03-06	2023-03-06	-	-
135				FO	M2	MVAC	2023-03-06	2023-03-06	-	-
136				FO	M2	MVAC	2023-03-06	2023-03-06	-	-
137				CA	M3/23	YQT	2023-03-06	2023-03-06	2023-03-06	-
138				FO	DH8	YWG	2011-12-19	2023-04-03	-	-
139				FO	M3	YWG	2021-09-15	2023-04-03	-	-
140				FO	M3	YTH	2021-09-25	2023-04-03	-	-
141				FO	M3	YWG	2021-10-12	2023-04-03	-	-
142				FO	DH8	YTH	2022-06-22	2023-04-03	-	-
143				FO	M3	YTH	2022-09-01	2023-04-03	-	-
144				FO	DH8	YTS	2022-12-12	2023-04-03	-	-
145				CA	DH8	YWG	2023-04-03	2023-04-03	2023-04-03	-
146				FO	M3/23	YWG	2023-05-01	2023-05-01	-	-
147				FO	M3/23	YQT	2023-05-01	2023-05-01	-	-
148				FO	M3/23	YQT	2023-05-01	2023-05-01	-	-
149				FO	DH8	YWG	2022-07-11	2023-05-02	-	-
150				FO	DH8	YWG	2022-07-14	2023-05-02	-	-
151				FO	DH8	YWG	2022-09-05	2023-05-02	-	-
152				FO	DH8	YWG	2022-09-26	2023-05-02	-	-
153				FO	M3	YWG	2022-09-14	2023-05-08	-	-
154				FO	M3	YWG	2022-09-15	2023-05-08	-	-
155				FO	M3	YWG	2022-09-16	2023-05-08	-	-
156				FO	M3/23	YYB	2023-01-26	2023-05-08	-	-
157				FO	M2	MVAC	2023-05-08	2023-05-08	-	-
158				FO	M3	YWG	2023-05-08	2023-05-08	-	-
159				FO	M2	MVAC	2023-05-08	2023-05-08	-	-
160				FO	M3/23	YQT	2023-06-05	2023-06-05	-	-

ISL approved by  
 the Perimeter (PAG) MEC

ISL approved by  
 the Bearskin (BRS) MEC



Perimeter Pilot System Seniority List (PSSL)  
 Perimeter-Bearskin Integrated Seniority List (ISL)

ISL Effective Date: 2023-XX-XX

SL #	Emp #	First Name	Last Name	Status	Equip	Base	Hire Date	Seniority Date	Captain Date	Notes
161				FO	DH8	YTH	2023-02-13	2023-07-04	-	-
162				FO	DH8	YTS	2023-07-04	2023-07-04	-	-
163				FO	M3	YTH	2023-01-09	2023-07-14	-	-
164				FO	M3	YXL	2023-03-03	2023-07-14	-	-
165				FO	M3/23	YQT	2023-07-14	2023-07-14	-	-
166				FO	M2	YWG	2023-07-14	2023-07-14	-	-
167				FO	M2	YWG	2023-07-14	2023-07-14	-	-
168				FO	M3/23	YQT	2023-08-01	2023-08-01	-	-
169				FO	M3/23	YQT	2023-05-09	2023-08-08	-	-
170				FO	M3/23	YQT	2023-08-08	2023-08-08	-	-
171				FO	M3/23	YQT	2023-08-16	2023-08-16	-	-
172				FO	M3/23	YQT	2023-08-16	2023-08-16	-	-
173				FO	M3/23	YQT	2022-05-01	2023-09-11	-	-
174				FO	M3/23	YQT	2022-07-04	2023-09-11	-	-
175				FO	M3/23	YXL	2023-06-05	2023-09-11	-	-
176				FO	M3/23	YQT	2023-09-11	2023-09-11	-	-

ISL approved by  
 the Perimeter (PAG) MEC

ISL approved by  
 the Bearskin (BRS) MEC

**Letter of Understanding (“LOU”)**

**Between**

**Perimeter Aviation LP**

**(the “Company”)**

**And**

**The Pilots in the service of Perimeter Aviation LP**

**As represented by the**

**Air Line Pilots Association, International**

**(the “Association”)**

**(hereinafter collectively referred to as the Parties)**

**LOU 1 – RATIFICATION PAYMENT**

WHEREAS, the Company and the Association are Parties to a new collective agreement (the “Agreement”) setting out the rates of pay and working conditions of the Perimeter and Bearskin Pilots;

WHEREAS, the Parties have agreed, pursuant to this Letter of Understanding (“LOU”), that the Company shall distribute to Pilots (with any remainder to the Association’s AFR Credit Bank) a total combined amount of \$500,000.00 (hereinafter referred to as “the Ratification Payment Amount”); and

WHEREAS, the Parties have also agreed that such payments shall be made no later than forty-five days following ratification of the new Collective Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Only those Pilots (excluding management pilots) who were on the Perimeter Aviation Pilots System Seniority List or the Bearskin Airlines Pilot System Seniority List as of the date the Agreement became effective following ratification (June 20, 2023) shall be eligible to receive the Ratification Payment (“Eligible Pilot(s)”). For the avoidance of doubt, pilots who retired, resigned or died before June 20, 2023, are not eligible for payments hereunder.

2. The methodology for allocation of the Ratification Payment Amount shall be as follows:
  - a. Eligible Pilots with less than one (1) year of service as of June 20, 2023, shall be paid \$1,000.00.
  - b. Eligible Pilots who have more than one (1) year of service as of June 20, 2023, but who were hired after July 22, 2021, shall be paid \$2,000.00.
  - c. Eligible Pilots who were First Officers, excluding Tier 1 First Officers, as of June 20, 2023 (with the exception of those covered by a. and b. above) shall be paid \$3,000.00.
  - d. Eligible Pilots who were either Captains or Tier 1 First Officers as of June 20, 2023 (with the exception of a. and b. above), shall be paid \$6,000.00.
3. No later than forty-five (45) days after the Collective Agreement's ratification, the Company shall pay pilots the amounts provided for in this Letter of Understanding, less appropriate withholdings.
4. Any remaining funds existing after the Company has paid pilots in accordance with this Letter of Understanding shall be deposited into the Association's AFR Credit Bank, which shall be in addition to the Company's obligation to provide AFR Credit Bank funds.

This Letter of Understanding – LOU 1 Ratification Payment shall become effective on the date the Agreement (Perimeter ALPA CA1) has been ratified and will remain in full force and effect concurrent with the Agreement.

For Perimeter Aviation

For the Air Line Pilots Association

---

Mr. Joey Petrisor  
President & CEO

---

Captain Jason Ambrosi  
President, ALPA International

---

Captain Cory Bertram  
VP Operations

---

Captain Riley Box  
PAG MEC Chair

---

Mr. Trevor Gavinchuk  
Director of SOCC & Network Performance

---

Captain Robert Maxwell  
BRS MEC Chair

---

Captain Adam Layden  
Chief Pilot

---

Captain Kris Unrau  
PAG-BRS Negotiating Chair

**Letter of Understanding (“LOU”)**

**Between**

**Perimeter Aviation LP**

**And**

**The Pilots in the service of Perimeter Aviation LP**

**As represented by the**

**Air Line Pilots Association, International**

**LOU 2 – IMPLEMENTATION OF CA1**

This Letter of Understanding is made and entered into pursuant to the Canada Labour Code, as amended, by and between Perimeter Aviation LP (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 are Parties to a new collective agreement (the “Agreement”) setting out the rates of pay and working conditions of the Perimeter and Bearskin Pilots;

WHEREAS, the parties recognize that beneficial reasons exist for implementing the Agreement in an orderly and expeditious manner commencing on the Date of Ratification.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Implementation Dates: The Parties first Agreement will be implemented according to the following schedule:

<b>Section</b>	<b>Subsection or Paragraph</b>	<b>Effective Date</b>
<b>0.0 Preamble</b>	All	Date of Ratification
<b>1.0 General Scope</b>	All	Date of Ratification

<b>2.0 Definitions</b>	All	Date of Ratification
<b>3.0 Compensation</b>	All	<p>Date of Ratification</p> <p>No later than July 15, 2023. Captain Pay level adjustments to be published.</p> <p>Bearskin Pilots - July 21, 2023, payroll will transition to CA1 credit hour pay rates.</p> <p>All Pilots - August 15, 2023. Payroll transition for Aug 15 pay deposits. (I.e., August 1, 2023, earnings and forward.)</p> <p>No later than August 15, 2023. Retroactive pay adjustment from June 20, 2023 - July 31, 2023, is due.</p> <p>(Association reps to be involved and scheduled time to help audit pay level adjustments, and retroactive pay adjustment.)</p>
	3.6 Timesheets	<p>Date of Ratification</p> <p>All Pilots are to complete a monthly timesheet provided by the Company during the transition to new Scheduling Software.</p> <p>The requirement for timesheets will be revisited between the Parties in January 2024.</p>
<b>4.0 Hours of Service</b>	4.1 4.2 4.3 4.4 4.5 4.6	<p>August 1, 2023</p> <p>July 1, 2023</p> <p>July 1, 2023</p> <p>July 1, 2023</p> <p>July 1, 2023</p> <p>August 1, 2023</p>
<b>5.0 Scheduling</b>	All, except below  5.11 5.12	<p>August 1, 2023, plan to bid, and build schedules using CA1 scheduling rules.</p> <p>No later than August 1, 2023</p>

	5.21.1	No later than July 15, 2023, for senior Pilot on (Reserve/Standby) to pass to junior Pilot.  Note: Standby no longer scheduled after July 31, 2023
<b>6.0 Seniority</b>	All	Date of Ratification - ISL (CA1 PSSL) to be published as per ALPA policy. August 15, 2023, target.
<b>7.0 Supervisory and Management Pilot Flying</b>	All	Date of Ratification
<b>8.0 Probation</b>	All	Date of Ratification
<b>9.0 Filling of Positions</b>	All, except below	Date of Ratification, Perimeter/Bearskin integrated bids to begin when ISL (CA1 PSSL) is published.
	9.5	No later than January 1, 2024, ESPB to be live. Emailed Standing Preferential Bids to ChiefPilots@perimeter.ca until ESPB is live.
<b>10.0 Training</b>	All	Date of Ratification
<b>11.0 New Equipment</b>	All	Date of Ratification
<b>12.0 Vacation</b>	All	Date of Ratification
<b>13.0 Statutory Holidays</b>	All, except below	Date of Ratification  All Pilots to receive 6 statutory holiday days for the period from June 20, 2023, to Dec 31, 2023. <ul style="list-style-type: none"> <li>- 1 will be considered used in July, and is to be paid out at 4.3 credit hours.</li> <li>- 5 remaining to bid and be used for the remainder of 2023.</li> </ul>
	13.2	A statutory holiday bid will be conducted for the remaining months of 2023 schedules as per CA1 13.2.1 a).

<b>14.0 Leaves of Absence</b>	All	Date of Ratification
<b>15.0 Sick Leave</b>	All	Date of Ratification
<b>16.0 Pilot Health</b>	All	Date of Ratification
<b>17.0 Layoff and Recall</b>	All	Date of Ratification
<b>18.0 Travelling and Moving Expenses</b>	All	Date of Ratification
<b>19.0 Expenses, Lodging, and Transportation</b>	All	Date of Ratification
<b>20.0 Accident or Incident Investigations &amp; Data Recorders</b>	All	Date of Ratification
<b>21.0 Legal</b>	All	Date of Ratification
<b>22.0 Grievance Procedure</b>	All	Date of Ratification
<b>23.0 Discipline or Discharge</b>	All	Date of Ratification
<b>24.0 Arbitration</b>	All	Date of Ratification
<b>25.0 Uniforms</b>	All	Date of Ratification
<b>26.0 Deduction and remittance of Association Dues</b>	All	Date of Ratification

<b>27.0 Employee Benefits</b>	27.1 - 27.4  27.5-27.8  27.9-27.11	Date of Ratification  Current Benefits Plan remain effective until new Benefits Plan is active. Company to pay the cost of Basic Life from June 20, 2023, forward.  Enrollment available no later than July 15, 2023. Company match to be retroactive to June 20, 2023, for any Pilots who enrol by August 1.  Date of Ratification
<b>28.0 Peril</b>	All	Date of Ratification
<b>29.0 Aircraft Handling and Servicing</b>	NA	NA
<b>30.0 Electronic Flight Bag (EFB)</b>	All	Date of Ratification
<b>31.0 Association Business</b>	All, except below  31.3	Date of Ratification  Prorated from June 20, 2023, to December 31, 2023 (192 days), as follows: $(200/365 = 0.548)$ . $192 * 0.548 = 105$ credit hours)
<b>32.0 Remote Base Flying</b>	All, except below  32.2	July 1, 2023  June 20, 2023



<b>33.0 Medevac Flying</b>	All, except below	Date of Ratification
	33.4	No later than Sept 1, 2023, except 33.4.4 is effective August 1, 2023.
	33.6.3	No later than Aug 1, 2023
	Medevac Retention LOU	Retention period retroactive to June 20, 2023, for any Pilot who was on Medevac as of that date. Any new Pilot joining Medevac Retention period effective date joining Medevac. LOU draft in progress.
<b>34.0 Duration</b>	All	Date of Ratification

2. This Letter of Understanding – LOU 2 Implementation of CA1 shall be effective as of the date signed and shall remain in full force and effect concurrent with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding on this 17th day of November 2023 at Winnipeg, Manitoba.

For Perimeter Aviation

For the Air Line Pilots Association

\_\_\_\_\_  
Mr. Joey Petrisor  
President & CEO

\_\_\_\_\_  
Captain Jason Ambrosi  
President, ALPA International

\_\_\_\_\_  
Captain Cory Bertram  
VP Operations

\_\_\_\_\_  
Captain Riley Box  
PAG MEC Chair

\_\_\_\_\_  
Mr. Trevor Gavinchuk  
Director of Eastern Operations

\_\_\_\_\_  
Captain Robert Maxwell  
BRS MEC Chair

\_\_\_\_\_  
Captain Adam Layden  
Chief Pilot

\_\_\_\_\_  
Captain Kris Unrau  
PAG-BRS Negotiating Chair

**Letter of Understanding (“LOU”)**

**Between**

**Perimeter Aviation LP**

**And**

**The Pilots in the service of Perimeter Aviation LP**

**As represented by the**

**Air Line Pilots Association, International**

**LOU 3 – INDUSTRY EXPERIENCE HIRING**

This Letter of Understanding is made and entered into pursuant to the Canada Labour Code, as amended, by and between Perimeter Aviation LP (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 is unable to upgrade and attract enough qualified Captains within the company, and due to a worldwide Pilot shortage, it is difficult to hire qualified Captains at pay level 1 as set out in the Agreement, and;

WHEREAS, the Company needs to hire a minimum of fifteen (15) Direct entry Captains, and desires to pay such Pilots at a pay rate in excess of the Level 1 pay rate to attract them to work for the Company, and;

WHEREAS, the Company is declining additional revenue Flying due to a lack of available and qualified Captains employed with the Company.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Company may hire up to fifteen (15) Direct entry Captains between June 20, 2023, and December 20, 2024, in the following order:
  - a. Current ALPA Pilots, who will at minimum bring their Longevity and Years of Service as an ALPA pilot for pay purposes and vacation entitlement, only.
  - b. Former ALPA Pilot, who will at minimum bring their Longevity and Years of Service from their last ALPA Carrier for pay purposes, only.

- c. External/Off the Street (OTS) Hiring
2. In order for the Company to hire Pilots under Part 1, the following conditions must be met:
    - a. Seniority number will be Date of Hire with the Company; and
    - b. Placement on pay tables will be by mutual agreement between the Chief Pilot and the MEC Chair; and
    - c. There must be no internal Pilot candidates who are eligible for upgrade; and
    - d. If an internal Pilot candidate becomes eligible for upgrade, in accordance with CA1 Section 9 – Filling of Positions, they will be awarded the next vacant Captain position that their seniority will hold.
  3. There will be no Contract Pilots or Temporary Foreign Workers with a license validation certificate of any kind.
  4. This Letter of Understanding – LOU 4 Industry Experience Hiring shall be effective as of the date signed and shall remain in full force and effect concurrent with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding on this 17th day of November 2023 at Winnipeg, Manitoba.

For Perimeter Aviation

For the Air Line Pilots Association

\_\_\_\_\_  
Mr. Joey Petrisor  
President & CEO

\_\_\_\_\_  
Captain Jason Ambrosi  
President, ALPA International

\_\_\_\_\_  
Captain Cory Bertram  
VP Operations

\_\_\_\_\_  
Captain Riley Box  
PAG MEC Chair

\_\_\_\_\_  
Mr. Trevor Gavinchuk  
Director of Eastern Operations

\_\_\_\_\_  
Captain Robert Maxwell  
BRS MEC Chair

\_\_\_\_\_  
Captain Adam Layden  
Chief Pilot

\_\_\_\_\_  
Captain Kris Unrau  
PAG-BRS Negotiating Chair

**Letter of Understanding**  
**Between**  
**Perimeter Aviation LP**  
**And**  
**The Pilots in the service of Perimeter Aviation LP**  
**As represented by the**  
**Air Line Pilots Association, International**

**LOU 4 – MEDEVAC PILOT RETENTION**

This Letter of Understanding is made and entered into pursuant to the Canada Labour Code, as amended, by and between Perimeter Aviation LP (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 are Parties to a new collective agreement (the "Agreement") setting out the rates of pay and working conditions of the Perimeter Pilots;

WHEREAS, the Parties recognize that experienced qualified Medevac Pilots are leaving the Company at an alarming rate and a retention program must be agreed to;

WHEREAS, this Medevac Pilot Retention Program was developed in order to assist the Company in recruiting and retaining experienced, qualified Medevac Pilots.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Company will offer all current and new Medevac Pilots the opportunity to participate in the Medevac Pilot Retention Program. A Pilot's participation in this program will be on a voluntary basis.
2. A Medevac Pilot who agrees to participate will be required to sign the Medevac Pilot Retention Agreement, the terms of which will include the following:
  - a. The Pilot's participation in the Medevac Pilot Retention Program will be for a period of twelve (12) months, commencing at the later of:
    - i. signing the Agreement; or

- ii. the completion of line-indoctrination, and commencement in a Medevac Position with the Company.
- b. Provided the Pilot is actively employed by the Company as a Medevac Pilot for the entirety of the retention period, on the first payroll following the completion of a retention period, the Company will pay to the Pilot a lump sum retention payment, less required deductions, the amount of which will be as indicated below:

**Captain:**

- i. completion of 3 months, payment of \$5,000.00;
- ii. completion of 6 months, payment of \$5,000.00;
- iii. completion of 12 months, payment of \$10,000.00.

**First Officer:**

- iv. completion of 3 months, payment of \$2,500.00;
- v. completion of 6 months, payment of \$2,500.00;
- vi. completion of 12 months, payment of \$5,000.00.

- c. In the event of a Medevac Pilot upgrading from Medevac First Officer to Medevac Captain during the retention period, the amount of the retention payment will be prorated based on the period of time the Pilot spent in each Position. The period of time spent as a Medevac Captain will commence on the date the Pilot completes Captain line-indoctrination and commencement in a Medevac Captain Position with the Company.

Example: A Medevac First Officer signed the retention agreement on January 15, 2024, upgrades to Captain and commences in a Medevac Captain Position on July 16, 2024, and continues in that position through January 15, 2025, the Medevac Pilot would be entitled to:

- i. On April 15, 2024, a retention payment of \$2,500; and
- ii. On July 15, 2024, a retention payment of \$2,500; and
- iii. On January 15, 2025, a retention payment of \$10,000.

- d. In the event a Medevac Pilot bids on, and is awarded another Position at the Company during the retention period, the amount of the retention payment will be prorated based on the period of time during which the Pilot was actively working in a Medevac Pilot position.

Example: A Medevac Captain signed the retention agreement on January 15, 2024, and was awarded a new position that started on March 1, 2024, the Medevac Captain would be entitled to:

- i. On March 15, 2024, a retention payment of \$2,527.24, calculated as \$54.94 per day ( $\$5,000/91$  days) x 46 days.
- e. In the event a Pilot is not actively employed by the Company as a Medevac Pilot for the entirety of the retention period, due to illness or injury that is supported by medical documentation, the Company will provide the Pilot a retention payment, prorated based on the period of time the Pilot was actively employed by the Company as a Medevac Pilot.

Example: A Medevac Captain signed the Retention Agreement on January 15, 2024, but was off work due to illness/injury from June 1, 2024, to June 20, 2024 (a period of 20 days), and thereafter resumed work through January 15, 2025, the Medevac Captain would be entitled to:

- i. on April 15, 2024, a retention payment of \$5,000; and
- ii. on July 15, 2024, a retention payment of \$4,453.16, calculated as \$27.32 per day ( $\$5,000/183$  days) x 163 days; and
- iii. on January 15, 2025, a retention payment of \$9,453.00, calculated as \$27.32 per day ( $\$10,000/365$  days) x 345 days.
- f. In the event a Pilot's employment with the Company is terminated without cause during the retention period, the Company will provide the Pilot a retention payment prorated based on the period of time the Pilot was actively employed by the Company as a Medevac Pilot.

Example: A Medevac Captain signed the Retention Agreement on January 15, 2024, but their employment with the Company was terminated, without cause, effective May 5, 2024, the Medevac Captain would be entitled to:

- i. On April 15, 2024, a retention payment of \$5,000; and
- ii. On May 15, 2024, a retention payment of \$3,059.84, calculated as \$27.32 per day ( $\$5,000/183$  days) x 112 days.
- g. If a Medevac Pilot resigns, retires, or otherwise finally ceases to work for the Company, or is terminated for just cause, at any time during a retention period, the Medevac Pilot has no entitlement to receive any amount of the retention payment for the relevant retention period.
- h. A Medevac Pilot will have the option to have each retention payment deposited directly into the Company Group Retirement Plan (RRSP). Each

retention payment amount cannot be split up. If the Pilot intends to use this option, they must notify the Company in writing, prior to each deposit date.

- i. A Pilot who has completed the twelve (12) month retention period is able to continue participation in the program by signing a new Medevac Pilot Retention Agreement.
3. All other provisions of the Collective Agreement and other Letter of Understanding's shall continue to apply unless they are expressly amended herein by this Letter of Understanding.
  4. The Medevac Pilot Retention Program will be retroactive to June 20, 2023, for Pilots who were in Medevac Positions as of that date, or if more recently the date a Pilot began in a Medevac Position.
  5. This Letter of Understanding – LOU 4 Medevac Pilot Retention shall be effective as of the date signed and shall remain in full force and effect concurrent with the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding on this 17 day of November 2023 at Winnipeg, Manitoba.

For Perimeter Aviation

For the Air Line Pilots Association

\_\_\_\_\_  
Mr. Joey Petrisor  
President & CEO

\_\_\_\_\_  
Captain Jason Ambrosi  
President, ALPA International

\_\_\_\_\_  
Captian Cory Bertram  
VP Operations

\_\_\_\_\_  
Captain Riley Box  
PAG MEC Chair

\_\_\_\_\_  
Mr. Trevor Gavinchuk  
Director of Eastern Operations

\_\_\_\_\_  
Captain Robert Maxwell  
BRS MEC Chair

\_\_\_\_\_  
Captain Adam Layden  
Chief Pilot

\_\_\_\_\_  
Captain Kris Unrau  
PAG-BRS Negotiating Chair

**LOU 4 APPENDIX A – MEDEVAC PILOT RETENTION AGREEMENT**

MEDEVAC PILOT RETENTION AGREEMENT

BETWEEN:

PERIMETER AVIATION LP  
626 Ferry Road  
Winnipeg, Manitoba R3H 0T7  
(the “Company”)

-and-

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

(the “Pilot”)

Provisions:

A Medevac Pilot who agrees to participate will be required to sign the Medevac Pilot Retention Agreement, the terms of which will include the following:

- a. The Pilot’s participation in the Medevac Pilot Retention Program will be for a period of twelve (12) months, commencing at the later of:
  - i. signing the Agreement; or
  - ii. the completion of line-indoctrination, and commencement in a Medevac Position with the Company.
- b. Provided the Pilot is actively employed by the Company as a Medevac Pilot for the entirety of the retention period, on the first payroll following the completion of a retention period, the Company will pay to the Pilot a lump sum retention payment, less required deductions, the amount of which will be as indicated below:

**Captain:**

- i. completion of 3 months, payment of \$5,000.00;
- ii. completion of 6 months, payment of \$5,000.00;
- iii. completion of 12 months, payment of \$10,000.00.



**First Officer:**

- iv. completion of 3 months, payment of \$2,500.00;
  - v. completion of 6 months, payment of \$2,500.00;
  - vi. completion of 12 months, payment of \$5,000.00.
- c. In the event of a Medevac Pilot upgrading from Medevac First Officer to Medevac Captain during the retention period, the amount of the retention payment will be prorated based on the period of time the Pilot spent in each Position. The period of time spent as a Medevac Captain will commence on the date the Pilot completes Captain line-indoctrination and commencement in a Medevac Captain Position with the Company.

Example: A Medevac First Officer signed the retention agreement on January 15, 2024, upgrades to Captain and commences in a Medevac Captain Position on July 16, 2024, and continues in that position through January 15, 2025, the Medevac Pilot would be entitled to:

- i. On April 15, 2024, a retention payment of \$2,500; and
  - ii. On July 15, 2024, a retention payment of \$2,500; and
  - iii. On January 15, 2025, a retention payment of \$10,000.
- d. In the event a Medevac Pilot bids on, and is awarded another Position at the Company during the retention period, the amount of the retention payment will be prorated based on the period of time during which the Pilot was actively working in a Medevac Pilot position.

Example: A Medevac Captain signed the retention agreement on January 15, 2024, and was awarded a new position that started on March 1, 2024, the Medevac Captain would be entitled to:

- i. On March 15, 2024, a retention payment of \$2,527.24, calculated as \$54.94 per day ( $\$5,000/91$  days) x 46 days.
- e. In the event a Pilot is not actively employed by the Company as a Medevac Pilot for the entirety of the retention period, due to illness or injury that is supported by medical documentation, the Company will provide the Pilot a retention payment, prorated based on the period of time the Pilot was actively employed by the Company as a Medevac Pilot.

Example: A Medevac Captain signed the Retention Agreement on January 15, 2024, but was off work due to illness/injury from June 1, 2024, to June 20, 2024 (a period of 20 days), and thereafter resumed work through January 15, 2025, the Medevac Captain would be entitled to:

- i. on April 15, 2024, a retention payment of \$5,000; and
  - ii. on July 15, 2024, a retention payment of \$4,453.16, calculated as \$27.32 per day ( $\$5,000/183 \text{ days}$ ) x 163 days; and
  - iii. on January 15, 2025, a retention payment of \$9,453.00, calculated as \$27.32 per day ( $\$10,000/365 \text{ days}$ ) x 345 days.
- f. In the event a Pilot's employment with the Company is terminated without cause during the retention period, the Company will provide the Pilot a retention payment prorated based on the period of time the Pilot was actively employed by the Company as a Medevac Pilot.

Example: A Medevac Captain signed the Retention Agreement on January 15, 2024, but their employment with the Company was terminated, without cause, effective May 5, 2024, the Medevac Captain would be entitled to:

- i. On April 15, 2024, a retention payment of \$5,000; and
  - ii. On May 15, 2024, a retention payment of \$3,059.84, calculated as \$27.32 per day ( $\$5,000/183 \text{ days}$ ) x 112 days.
- g. If a Medevac Pilot resigns, retires, or otherwise finally ceases to work for the Company, or is terminated for just cause, at any time during a retention period, the Medevac Pilot has no entitlement to receive any amount of the retention payment for the relevant retention period.
- h. A Medevac Pilot will have the option to have each retention payment deposited directly into the Company Group Retirement Plan (RRSP). Each retention payment amount cannot be split up. If the Pilot intends to use this option, they must notify the Company in writing, prior to each deposit date.
- i. A Pilot who has completed the twelve (12) month retention period is able to continue participation in the program by signing a new Medevac Pilot Retention Agreement.

The Parties have duly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PERIMETER AVIATION LP

Per \_\_\_\_\_

Per \_\_\_\_\_