

January 21, 1998.

SOURCE	Comp.		
EFF.	98	01	01
TERM.	2000	12	31
NO. OF EMPLOYEES	130		
NOMBRE D'EMPLOYES	df		

INTRODUCTION

This agreement **is** entered into between Bradley Air Services Ltd. (hereinafter referred to as the **Company**) and the First Air Pilots **Association** (hereinafter referred **to as** the Association).

09804(03)

PREAMBLE	6
ARTICLE 1 RECOGNITION	7
1.01 <u>Bargaining Agent</u>	7
ARTICLE 2 DEFINITIONS	8
2.01 <u>Agreement</u>	8
2.02 <u>Authority</u>	8
2.03 <u>Block</u>	8
2.04 <u>Blockholder</u>	8
2.05 <u>Business Day</u>	8
2.06 <u>Contract Basis</u>	8
2.07 <u>Data Recorders</u>	8
2.08 <u>Day</u>	9
2.09 <u>Deadhead/Position/Rotate</u>	9
2.10 <u>Ferry Flight</u>	9
2.11 <u>Flight Crew Member</u>	9
2.12 <u>Flight Time</u>	9
2.13 <u>Guaranteed Day Off</u>	9
2.14 <u>Home Base</u>	9
2.15 <u>Non-Flying Position</u>	10
2.16 <u>Normal Scope of Business of the Company</u>	10
2.17 <u>Northern Canada</u>	10
2.18 <u>Open Flying</u>	10
2.19 <u>Probationary Period</u>	10
2.20 <u>progression</u>	10
2.21 <u>Regression</u>	10
2.22 <u>Special Assignment</u>	11
2.23 <u>Statutory Holidays</u>	11
2.24 <u>Supervisory Position</u>	11
2.25 <u>Type A</u>	11
2.26 <u>Type B</u>	11
2.27 <u>Type C</u>	11
ARTICLE 3 CO-OPERATION	12
3.01 <u>Management Rights</u>	12
3.02 <u>Company Policies</u>	12
3.03 <u>No Work Disruptions by Association</u>	13
3.04 <u>No Lock-Out by Company</u>	13
ARTICLE 4 ALLOWANCES AND EXPENSES	14
4.01 <u>Meals</u>	14
4.01.1 Meal Allowances.....	14
4.01.2 Review.....	14
4.01.3 Out of Country.....	14
4.01.4 Company Provided Meals.....	14
4.02 <u>Northern Allowance / Lodging</u>	15
4.02.1 Rotational Lodging.....	15
4.02.2 Rotational Allowance.....	15
4.02.3 Non-Rotational Allowance.....	15
4.03 <u>Transportation</u>	15
4.03.1 Mileage Allowance.....	15
4.03.2 Ground Transportation.....	15
4.03.3 Parking.....	16
4.03.4 Rotational Flight Crew Members.....	16
4.03.5 Improvement Fees.....	16
4.03.6 Disrupted Rotational Travel.....	16
4.04 <u>Hotel Gratuity</u>	16
4.05 <u>Publications</u>	16
4.06 <u>Licence & Medical Costs</u>	17
4.06.1 Allowance.....	17
4.06.2 Instrument Renewals and Proficiency Checks.....	17
4.07 <u>Multi IFR Assistance</u>	17

ARTICLE 5 TRAVELING AND MOVING EXPENSES	18
5.01 Allowance	18
5.02 Flight Crew Member Requested Move	18
ARTICLE 6 SICK LEAVE	19
6.01 Definition	19
6.02 Entitlement	19
6.03 Draw Down	19
6.04 Sick Leave Pay	19
6.05 Insufficient Sick Bank	19
6.06 Interruption	20
6.07 Family Care Days	20
6.08 Doctors Certificate	20
6.09 Notification	20
6.10 Sick Bank Record	20
ARTICLE 7 ACCIDENTS AND INCIDENTS	21
7.01 Accident or Incident Investigation	21
7.02 Defence and Counsel	21
7.03 Data Recorders	22
ARTICLE 8 UNIFORMS	23
8.01 Standards	23
8.02 Uniform	23
8.03 Accessories	23
8.04 Damaged Uniforms	24
8.05 Replacement Pieces	24
8.06 Payment for Uniform	24
8.07 Terminations	24
8.08 Cleaning Allowance	24
8.09 Lost or Damaged Luggage	25
8.10 MATERNITY UNIFORM	25
ARTICLE 9 STATUTORY HOLIDAYS	26
9.01 Entitlement	26
9.02 Rotational Flight Crew Members	26
9.03 Non-Rotational Flight Crew Members	26
ARTICLE 10 VACATION ENTITLEMENT	27
10.01 Vacation Year	27
10.02 Vacation Entitlement	27
10.02.1 Rotational Flight Crew Members	27
10.02.2 Non-Rotational Flight Crew Members	27
10.03 Vacation Pay-Out	27
10.04 Pro-Rationing	27
10.05 Vacation Pay - Non Rotational Flight Crews	28
10.06 Vacation Pay - Rotational Flight Crew Members	28
10.07 Vacation Carp Over - Non Rotational Flight Crew Members	28
10.08 Bid Award Procedures - Non-Rotational Flight Crew Members	29
10.9 Cancellation	29
10.10 Vacated Vacation Slots	29
ARTICLE 11 LEAVES OF ABSENCE	30
11.01 General	30
11.02 Bereavement - immediate Family	30
11.03 Bereavement Leave - Other	30
11.04 Personal Leave	31
11.05 Marriage Leave	31
11.06 Leave to Avoid Lay-Off	32
11.07 Maternity and Child Care Leave	32
11.08 Association Leave	32
11.09 Jury Duty	33
11.10 Leave Chart - Senior@	33
11.11 Leave Chart - Benefits	34
11.12 EARLY TERMINATION OF LEAVE	35

ARTICLE 12 MEDICAL REVIEW PROCEDURES	36
12.01 <u>Investigations</u>	36
12.02 <u>Initiation of Medical Review Procedure</u>	36
12.03 <u>Third Party Examination</u>	36
12.04 <u>Expenses</u>	36
12.05 <u>Fit Declaration</u>	37
12.06 <u>Unfit Declaration</u>	37
12.07 <u>Return to Duty</u>	37
ARTICLE 13 GRIEVANCE PROCEDURE	38
13.01 <u>Eligibility</u>	38
13.02 <u>Initiation</u>	38
13.03 <u>Time Limit</u>	38
13.04 <u>Process</u>	38
13.05 <u>Grievance Procedure</u>	38
13.06 <u>Step 1</u>	39
13.07 <u>Step 2</u>	39
13.08 <u>Time Limitations</u>	39
13.09 <u>Availability</u>	39
13.10 <u>Documentation</u>	40
13.11 <u>presentation of Evidence</u>	40
13.12 <u>Company Initialed Grievance</u>	40
13.13 <u>Disciplinary Measures and Dismissals</u>	40
13.14 <u>Location of Hearings</u>	40
ARTICLE 14 ARBITRATION	41
14.01 <u>Eligibility</u>	41
14.02 <u>Notification</u>	41
14.03 <u>Sole Arbitrator</u>	41
14.04 <u>Nominees</u>	41
14.05 <u>Chairperson of the Board</u>	41
14.06 <u>Jurisdiction of the Arbitrator- General</u>	41
14.07 <u>Jurisdiction of the Arbitrator- Collective Agreement</u>	42
14.08 <u>Decision Deadline</u>	42
14.09 <u>Arbitration Procedures</u>	42
14.10 <u>Board's Decision</u>	42
14.11 <u>Final Decision</u>	42
14.12 <u>Availability</u>	42
14.13 <u>Expenses</u>	42
14.14 <u>Documentation</u>	43
ARTICLE 15 PROBATIONARY PERIOD	44
15.01 <u>New Employee</u>	44
15.02 <u>Extension</u>	44
15.03 <u>Reduction</u>	44
15.04 <u>Position Change</u>	44
ARTICLE 16 SENIORITY	45
16.01 <u>General</u>	45
16.02 <u>Determining Seniority</u>	45
16.03 <u>Tie Breaker</u>	46
16.04 <u>Regular Credits</u>	46
16.05 <u>Cosine Seniority</u>	46
16.06 <u>Posting of Seniority List</u>	47
LETTER OF APPOINTMENT	48
MASTER SENIORITY LIST CALCULATION SHEET	49
ARTICLE 17 ADVANCEMENT	50
17.01 <u>General</u>	50
17.02 <u>Bid Process</u>	50
17.03 <u>Assessment Review</u>	50
17.04 <u>Regression by Choice</u>	51
17.05 <u>Minimum Flight Crew Guidelines</u>	51

17.06 <u>Filling Vacancies When No Flight Crew Member Applies</u>	52
17.07 <u>Filling Vacancies From Outside The Bargaining Unit</u>	52
17.08 <u>Minimum Requirements</u>	52
17.09 <u>Progression - Regression</u>	53
17.10 <u>Transfer to a Supervisory or a Non-Flying Position</u>	53
17.11 <u>Upgrade Training</u>	54
BID FORM	55
ARTICLE 18 LAYOFF AND RECALL	56
18.01 <u>Leaves of Absence</u>	56
18.02 <u>Lay-Offs</u>	56
18.03 <u>Notification</u>	56
18.04 <u>Displacement</u>	56
18.05 <u>Acceptance</u>	57
18.06 <u>Timing</u>	57
18.07 <u>Failure to Respond</u>	57
18.08 <u>Seniority on Lay-off</u>	57
18.09 <u>Recall</u>	57
18.10 <u>Documentation</u>	58
18.11 <u>Severance</u>	58
18.12 <u>Voluntary Lay-Off</u>	58
ARTICLE 19 LICENCES	59
19.01 <u>Flight Crew Licences</u>	59
19.02 <u>Loss of Licence</u>	59
19.03 <u>Company Aviation Medical Examiner</u>	59
ARTICLE 20 - TRAINING	60
20.01 <u>Training</u>	60
20.02 <u>Failure to Successfully Complete Initial Upgrade or Recurrent Training</u>	60
ARTICLE 21 PAY ADMINISTRATION	61
21.01 <u>Pay Days</u>	61
21.02 <u>Deductions</u>	61
21.03 <u>Overpayments</u>	61
21.04 <u>Underpayments</u>	61
21.05 <u>Pay Progression</u>	61
21.06 <u>Association Dues</u>	62
ARTICLE 22 GENERAL	63
22.01 <u>Agreement Provided</u>	63
22.02 <u>Company Mail Boxes</u>	63
22.03 <u>Deadheading Seat</u>	63
22.04 <u>Hostage and/or Missing</u>	63
22.05 <u>Orders in Writing</u>	63
22.06 <u>Personal File</u>	64
22.07 <u>Rest Facilities</u>	64
22.08 <u>Health and Safety Committee</u>	65
22.09 <u>Travel Benefits</u>	65
22.10 <u>Loss of Company Manual</u>	65
22.11 <u>Residence</u>	65
22.12 <u>Retirement Age</u>	66
22.13 <u>New Equipment</u>	66
22.14 <u>Registered Mail</u>	67
ARTICLE 23 ASSOCIATION / MANAGEMENT MEETINGS	68
23.01 <u>Purpose</u>	68
23.02 <u>Location</u>	68
23.03 <u>Agenda Exclusions</u>	68
23.04 <u>Agenda</u>	68
23.05 <u>Minutes</u>	68
ARTICLE 24 HUMAN RIGHTS CLAUSE	69
24.01 <u>Discrimination</u>	69
24.02 <u>Sexual / Personal Harassment</u>	69

January 21, 1998.

Page 5

ARTICLE 25 SAVINGS CLAUSE.....	70
25.01 <i>Legal Obligation</i>	70
25.02 <i>Company Obligation</i>	70
ARTICLE 26 SUCCESSOR RIGHTS / ACQUIRED RIGHTS.....	71
26.01 <i>Successor Rights</i>	71
26.02 <i>Acquired Rights</i>	71
ARTICLE 27 <u>TERM OF AGREEMENT</u>	72
LETTER OF UNDERSTANDING #1	73
LETTER OF UNDERSTANDING #2	75
LETTER OF UNDERSTANDING #3	76
LETTER OF UNDERSTANDING #4	77

PREAMBLE

WHEREAS the Company and the Association agree to cooperate and to promote efficiency and performance, to maintain harmonious relations between the Company and the Flight Crew Members of the bargaining unit, to provide a means to settle, in a friendly manner, all disputes which may arise and to establish working conditions to be complied with by the Company and the Flight Crew Members of the bargaining unit and therefore, in consequence, the parties agree to the following:

ARTICLE 1 RECOGNITION

1.01 Bargaining Agent

The Company recognizes the Association as the exclusive bargaining agent for all Flight Crew Members employed by the Company in its flight operations, save and except as follows:

- **flight crew members engaged by the Company on a Contract Basis;**
- **flight crew members engaged by the Company to operate aircraft in its Des Joachims Operations;**
- **Flight Crew Members in Supervisory Positions and Non Flying Positions.**

ARTICLE 2 DEFINITIONS

As used in this Agreement, the Letters of Understanding, the Annex and Appendices attached hereto, the following terms shall have the following meanings unless otherwise specified.

2.01 Agreement

Means the Collective Agreement, Letters of Understanding, Annex, and Appendices negotiated between the Company and the Association including amendments thereto or interpretations thereof agreed upon and covered by letters or written amendments signed by the Association and the Company.

2.02 Authority

Means the chain of command within the cockpit.

2.03 Block

Means a predetermined monthly schedule **for** each **Flight Crew Member**.

2.04 Blockholder

Means a Flight Crew Member awarded or assigned a block.

2.05 Business Day

Means a day other than a Saturday, Sunday, or other day on which the principal chartered **banks** located in the Cities of Ottawa or Yellowknife are not open for business during normal banking hours.

2.06 Contract Basis

Means a flight crew member hired by the Company for a period of no greater than six (**6**) months.

2.07 Data Recorders

Means Cockpit Voice Recorders (CVR's) and/or Flight Data Recorders (FDR's).

2.08 Day

Means a twenty-four hour consecutive period.

2.09 Deadhead/Position/Rotate

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

2.10 Ferry Flight

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

2.11 Flight Crew Member

Means a flight crew member assigned **to** a position of a Captain, a First Officer, a Flight Engineer or a Second Officer, and who is a member **of** the bargaining unit.

2.12 Flight Time

Means the elapsed time between actual ramp departure and actual ramp arrival of the aircraft.

2.13 Guaranteed Day Off

Means an unbroken period of twenty-four (24) **hours off duty commencing** at 0001 hours at the employee's home base. **This** may be extended to 0130 for operational disruptions.

2.14 Home Base

Means a geographical location designated by the Company **as** a Flight Crew Member's home base. **All** Flight Crew Members shall **have** a designated home base.

2.15 Non-Flying Position

Means a position in the Company that does not require the person holding the position to be a qualified licensed commercial Pilot or hold a Flight Engineer licence.

2.16 Normal Scope of Business of the Company

Means:

For **Type C** Aircraft - ~~work~~ located within Canada or the Continental United **States**.

For **Type A** and **B** Aircraft - ~~work~~ located within ~~Northern~~ Canada.

2.17 Northern Canada

Means the area encompassing the Yukon, ~~the~~ NWT, Nunavut, and Quebec north of the 55th parallel.

2.18 Open Flying

Means a flight or series of flights not covered in a **block**.

2.19 Probationary Period

Means the assessment period for a Flight Crew **Member** prior to the Flight **Crew** Member being considered a permanent employee ~~or~~ the **assessment** period for a Flight Crew Member transferred to a Captain's position as provided for in sub-article 15.04, as the case may be.

2.20 Progression

Means a move to a position of higher authority and/or to a higher type of aircraft.

2.21 Regression

Means a move to a position of less authority and/or to a lower type of aircraft.

2.22 Special Assignment

Means a request by a client of the Company to charter or wet lease an aircraft from the Company outside the Normal Scope of Business of the Company to which the Company consents by quote or otherwise.

2.23 Statutory Holidays

Means: **New Year's Day**
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas day
 Boxing Day

2.24 Supervisory Position

Means a Chief Pilot or a Chief Flight Engineer and any position **above** the position **of** Chief Pilot or a **Chief** Flight Engineer which requires the person holding such position to be a qualified licensed commercial Pilot or hold a Flight Engineer licence.

2.25 Type A

Means the DeHavilland Twin Otters, Kingair 100, Beech 99 and Beaver.

2.26 Type B

Means the Hawker Siddeley 748 and the Gulfstream 1.

2.27 Type C

~~Means~~ the Boeing 727 and Boeing 737.

ARTICLE 3 CO-OPERATION

3.01 Management Rights

The Association agrees that it is the exclusive right of the Company to manage, direct and administer its business and its employees, including, but not limited to, the hiring, firing, promotion and demotion of Flight Crew Members except as may be otherwise specifically provided in this Agreement.

3.02 Company Policies

Flight Crew Members shall be governed by written policies adopted by the Company as publicised in the Flight Crew ~~Members~~' memo book, provided that such policies are not in conflict with the specific provisions of this Agreement. In the event of conflict, the provisions of this Agreement shall apply over such written policies.

3.03

No Work Disruptions by Association

- a) If following notification by either party of the desire to seek amendments or a new agreement the parties have failed to enter into a revised collective agreement, either party may request the Minister of Labour to provide the services of a Conciliation Officer. Failing this, or in the event **that** no agreement **is** reached, **either party may** demand that matters **still** in disagreement be submitted to a Board **of** Arbitration and shall give notice in writing to the other party detailing the points still at issue.
- b) The **Board** of Arbitration shall consist of one person to be appointed within sixty (60) days of the demand for arbitration. In the event of disagreement over the selection of the Board of Arbitration, either of the parties may, with not less than seven (7) **days** notice in writing to the other party, apply to the Minister of Labour to appoint a Board **of** Arbitration.
- c) The parties shall bear equally the expense of the Board of Arbitration.
- d) The Association agrees that neither **it** nor its members shall cause, help, encourage or take **part** in a strike, slowdown, work stoppage or picket line **on** or in front **of** the Company's **property** or **elsewhere** for any reason during the terms **of** this Agreement, including any extension to the term of this Agreement, or upon **the** expiry **of** this Agreement.
- e) The prohibition in (e) shall apply to any strike, slowdown, work stoppage or picket line by other employees of the Company.

3.04

No Lock-Out by Company

The Company agrees that there shall be no lockout of Flight Crew Members during **or** after the term **of** this Agreement.

ARTICLE 4 ALLOWANCES AND EXPENSES

4.01 Meals

4.01.1 *Meal Allowances*

Flight Crew Members who are away from home on business shall be allowed the following meal allowances:

MEAL	HOURS	MEAL ALLOWANCE (CAD)		
		Operating South of 55° North Latitude in North America	Operating North of 55° North Latitude in North America	Other
Breakfast	0600-0830	\$8.00	\$10.00	\$10.00 *
Lunch	1100-1300	\$12.00	\$14.00	\$14.00 *
Dinner	1700-1930	\$17.00	\$22.00	\$22.00 *
Snack	2200-0001	\$6.00	\$8.00	\$8.00 *
**Late Snack	0230-0430	\$13.00	\$16.25	\$16.25 *

4.01.2 *Review*

The meal allowances referred to in Article 4.1.01 may be modified upwards or downwards by the Company from time to time, but shall never be less than that which is offered to other Company employees.

4.01.3 *Out of Country*

When out of Canada, the above allowances shall apply in U.S. dollars.

4.01.4 *Company Provided Meals*

While on duty on the aircraft, the Company will provide Flight Crew Members with meals of like quality to those provided to passengers. The Company shall provide Flight Crew Members with special meals, wherever possible, provided the Flight Crew Member furnishes the Company with a medical note. Where meals are not provided by the Company, either on board an aircraft (including giving **up** meals for passengers) or from a staff house, the employee shall receive the meal allowance amount shown in Article 4.01 in either cash or vouchers. A meal that can be prepared by a rotational Flight Crew Member at his resident staff house, including a box lunch, shall be deemed a meal provided by the Company provided the Flight Crew Member has sufficient time to prepare the meal and meals are not provided enroute.

4.02 Northern Allowance / Lodging

4.02.1 Rotational Lodging

Rotational Flight Crew Members, while working northern rotation schedules, shall be provided with room and board, at Company expense, comparable **to** that provided by the Company to other employees also working northern rotation schedules. Single rooms shall be provided at staff houses when and where available. **At** no time shall the number of occupants of any staff **house** exceed the number of beds **in** the house. The Company will be responsible for ensuring staff houses are clean and each bedroom door has a key lock.

4.02.2 Rotational Allowance

Where a rotational Flight Crew Member has moved out of Company provided housing, they shall be provided with **a** northern living allowance of \$250.00 per month.

4.02.3 Non-Rotational Allowance

Non-Rotational Flight **Crew** Members residing full time and working out of Western **Arctic** bases shall be entitled to a taxable northern living allowance of \$500.00 per month. Non-Rotational Flight Crew Members residing full time and working out of Eastern Arctic bases shall be entitled to a taxable northern living allowance of \$700.00 per month.

4.03 Transportation

4.03.1 Mileage Allowance

The rate for a Flight Crew Member who is approved to use his own vehicle on Company business is \$0.33 per kilometre. Where a Flight Crew Member is required by the Company to work on a guaranteed day off, said Flight Crew Member shall be entitled to claim return cab fare or the return mileage from home to work.

4.03.2 Ground Transportation

Ground Transportation from layover accommodation to airport or from airport **to** layover accommodation will be arranged and provided **by** the Company.

4.03.3 Parking

At Ottawa and Yellowknife, the Company shall provide each Flight Crew Member (Rotational or Non-Rotational) with free parking and transportation to and from the departure facility;

4.03.4 Rotational Flight Crew Members

Rotational Flight Crew Members shall be deemed Ottawa based. It shall be the rotational Flight Crew Member's responsibility to bear the **cost** of transportation from his place of residence to the **Ottawa** base. The Company shall be responsible for transportation between Ottawa and a rotational Flight Crew Member's work station. However, the Company and a Flight Crew Member may by mutual agreement, establish an alternative routing and responsibilities for such transportation cost to allow such a Flight Crew Member to reach his work station.

4.03.5 Improvement Fees

The company will pay airport improvement fees, which a Flight Crew Member is required to pay while travelling on company business.

4.03.6 Disrupted Rotational Travel

Where a rotational Flight Crew Member has been bumped **from** a rotational flight out of the north **and as a result is unable to fly south on that day**, they shall be put up overnight at no cost to them and, in addition, shall receive remuneration of \$150.00 for the first time bumped and \$300.00 ~~for~~ each subsequent ~~time~~ bumped within a calendar year. He shall be assured a seat **on** the **next** available **flight** after being bumped.

4.04 Hotel Gratuity

Type C Flight Crew Members away **from** home on business shall be allowed the following hotel gratuity: Two Dollars (\$2.00) per day booked in a hotel.

4.05 Publications

Type C Captains and First Officers will be provided with an Air Canada 580 Route Manual or equivalent and all other Flight Crew Members with WAC and VNC charts.

4.06 Licence & Medical Costs

4.06.1 Allowance

Type C Flight Crew Members will receive \$15.00 per month toward covering the cost of Transport Canada Medical, ECG and Licence Validation Certificate fees. **All** other Flight Crew Members will **be paid \$25.00** per month towards covering the cost **of** normal Transport Canada medical, ECG **and** Licence Validation Certificate fees **as** well as the cost of the Canada Air Pilot **and** HE and LE charts.

4.06.2 Instrument Renewals und Proficiency Checks

The Company will pay for all Transport Canada Instrument Rating **renewal** fees and costs associated with Proficiency Checks.

4.07 Multi IFR Assistance

The Company will reimburse a Second Officer **up** to \$1,250.00, once every two (2) years for expenses incurred in **maintaining his multi IFR** rating, **upon** submission of justifying receipts and documentation of a successful IFR renewal.

ARTICLE 5 TRAVELING AND MOVING EXPENSES**5.01 Allowance**

Flight Crew Members who are requested to move by the Company from one Home Base to another, including moves following bidding or moves to avoid lay-offs, shall be entitled to the following:

- a) The Flight Crew Member, his spouse **and** dependent children will be allowed free, confirmed passes to the **new** location **plus** one (1) space available pass for the Flight Crew Member and his spouse to conduct a house hunting trip.
- b) The Flight Crew Member will **be** allowed reasonable living expenses **up** to a maximum of \$1500.00, while moving, for a period **up** to **ten** (10) days. Receipts are required.
- c) The Company shall pay for **up** to a maximum weight of personal effects of ten thousand (10,000) pounds with the **right** to determine the method of transportation plus fifteen hundred (1500) pounds per dependent to a **family** maximum of fifteen thousand pounds.

5.02 Flight Crew Member Requested Move

Flight Crew Members **who move** at their own request shall **pay for** all such moves,

5.03 Reporting Time

Any Flight Crew **Member who moves** shall be allowed a period of up to ten (10) calendar days with no loss of scheduled pay between **the** time he is relieved of his duties and **the** time he is required to report at the new location.

ARTICLE 6 SICK LEAVE**6.01 Definition**

Sick leave means a period of one (1) or more days or parts thereof during which a Flight Crew Member was scheduled or assigned to duty and was unable to report due to illness or injury.

6.02 Entitlement

On January 1st of the first year in each two year period commencing January 1, 1998, twelve (12) sick leave credits will be credited to a Flight Crew Members sick bank. Where a Flight Crew Member commences service during the period, the entitlement shall be prorated on the basis of $\frac{1}{2}$ day per remaining months in that two year period.

6.03 Draw Down

Where a Flight Crew Member is sick or injured during a month, one (1) day shall be deducted from his sick bank for each twenty-four **(24)** hour period or part thereof for which he was scheduled for which he was unable to report due to illness or injury until such time as the sick credits are exhausted and/or disability benefits commence.

6.04 Sick Leave Pay

For each day a Flight Crew Members sick bank **is** drawn down, the Flight Crew Member shall receive their daily pay **plus** the following flight pay credits:

- flight day - flight credits missed
- standby - 2 flight credits
- **reserve** - 0 flight credits

6.05 Insufficient Sick Bank

Where **a** Flight Crew Member is sick or injured and has insufficient credits in their sick bank to cover their absence, they shall **not** receive any flight pay credits for the day and their monthly base pay shall be reduced by one twentieth ($\frac{1}{20}$) for each day or part thereof that they were scheduled or would have been scheduled for duty.

6.06**Interruption**

If during a two (2) year period there is an interruption in a Flight Crew Member's service, (i.e. leave of absence, lay-off, disability termination, etc.) the entitlement shall be prorated on the **basis** of $\frac{1}{2}$ day **per** month **of** service during the period up to the date of interruption and shall be recontinued on the same basis as of the date the interruption ends, as the case may be. In the event that the Flight Crew Member **has** taken more sick **days** than he **was** otherwise entitled to at the date of interruption and cannot or does not recover the days upon resumption of service, as the case may be, such excess sick days taken shall be deducted from future salary payments on the basis of **five (5)** flight credits per day plus $\frac{1}{20}$ of his monthly base **pay**.

6.07**Family Care Days**

A Flight Crew Member shall be allowed to use their sick leave credits to attend to dependent **family** care responsibilities. For the purpose **of** this article, dependent family shall be defined **as** the Flight Crew Members spouse and/or dependent children.

6.08**Doctors Certificate**

A doctors certificate ~~may~~ be required for **any** period of illness or injury.

6.09**Notification**

Flight **Crew** Members shall advise the Company of their illness with as much notice as possible.

6.10**Sick Bank Record**

A record of sick leave credits given and used **shall** be given to each **Flight** Crew Member once a month.

ARTICLE 7 ACCIDENTS AND INCIDENTS**7.01 Accident or Incident Investigation**

Where a Flight Crew Member is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome **of** any investigation into the accident or incident. Where held out of service, the Flight Crew Member and the Association will be so notified in writing within seven (7) days along with the reasons therefore.

Flight crew members involved in aircraft accidents or other operational incidents affecting flight safety may be subject to suspension from flying duties pending an investigation of the accident or incident. Normal pay and other company benefits shall continue during any such suspension period.

Where the investigation **is** undertaken by the Company, the officers involved shall make every attempt to issue a final report within three **(3)** months. The Association shall be afforded observer status in the investigation with access to all relevant material **and shall** receive a **copy** of any interim or final reports.

Throughout this procedure the Flight Crew Member involved and/or his designated representative(s) may, upon request and in conjunction with a designated representative of the Company, review and receive copies of **any** information contained in his personal or technical files.

Where a Flight Crew Member is unable to report for duty due to medical reasons after **his** involvement in an incident or accident, his pay shall be covered by **the** Company for a period of seven **(7)** days.

A Flight Crew Member who erases a Data Recorder after an incident or accident shall be subject to discipline up to and including dismissal.

7.02 Defence and Counsel

The Company agrees to provide Legal Counsel and defend, free of charge, all Flight Crew Members and their estates in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered thereunder, save in the case **of** gross negligence or willful misconduct.

7.03**Data Recorders**

Data Recorders shall be used exclusively to investigate accidents or incidents and to facilitate aircraft maintenance, safety and efficiency. Under no circumstances shall these instruments be used to monitor or check a Flight Crew Member during the operation of any flight for disciplinary purposes.

During the investigation of an accident or incident, the Company shall not reveal the content of these instruments to the general public or the news media, without prior approval from the Flight Crew Member involved and the Association.

In the event of an incident or accident investigation, the Company may not release any data or other 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 Flight Crew Member(s) involved or his (their) estate(s).

It is agreed that no program to read routinely recorded information from Flight Data Recorders, except for maintenance purposes, will be introduced without mutual agreement between the Company and the Association.

The Company shall use its best efforts to ensure the security of all data or other information obtained from the Data Recorders against unauthorized removal and/or playback.

No Data Recorders will record specific Flight Crew Members identification designators.

Where any Data Recorder (other than a completely erased Cockpit Voice Recorder) is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Association and all Flight Crew Members involved in the incident or accident.

The Cockpit Voice Recorder shall have a means to be erased at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident free or accident free flight, except where prohibited by law and except when required for a maintenance check for which the Captain will be pre-notified.

ARTICLE 8 UNIFORMS

8.01 Standards

Uniforms will be worn and maintained according to standards prescribed by the Company. Company Management reserves the right to require Flight Crew Members to be properly dressed. In addition it may require a Flight Crew Member to change any item of **his** uniform notwithstanding that the useful life of the item has not been completed.

8.02 Uniform

The Company shall provide the following initial basic uniform on the cost basis as detailed therein. Where the Company has made a change in style and/or colour to any piece and/or all the uniform, the Company shall **bear** the same cost as in the initial uniform.

ITEM	SOUTHERN FLIGHT CREWS	NORTHERN FLIGHT CREWS	USEFUL LIFE IN YEARS
100% Company Cost			
Blazer	1	NIA	2
Pants	2	NIA	2
Shirts	8	N/A	1
Flight Suit	1	2	1
Insulated Coveralls	1*F/E & S/O's only	1	1
Epaulettes (pair)	1	1	1
Tie	2	NIA	1
Windpants	NIA	1	2
Down vest	NIA	1	2
50 - 50% Shared Cost			
Overcoat	1	NIA	3
Northern Parka, OR Resolute Parka	1	1	2

All uniform pieces will be brand new, except a Flight Crew Member has the option of purchasing any used pieces that may be in stock.

8.03 Accessories

All accessory items, as defined by the Company in its Uniform Guidelines, shall be **paid** for 100% by the Flight Crew Member.

8.04 Damaged Uniforms

If any uniform item is damaged as a result of normal usage while on duty, the Company shall replace or repair the item at its cost.

8.05 Replacement Pieces

Save and except the shirts, tie and epaulettes which shall be provided at 100% cost to the Company, replacement pieces shall be provided on a 50/50 cost share basis.

8.06 Payment for Uniform

Payments for any additional or replacement uniform pieces shall commence upon receipt of the pieces. The Flight Crew Member may elect to make payment through payroll deductions at twenty dollars (\$20.00) per pay or a greater amount, if requested by the Flight Crew Member.

8.07 Terminations

Where a Flight Crew Member's employment **is** terminated for any reason, he shall return all corporate identification and the following shall apply to the uniform:

- i. In the event that **a** Flight Crew Member leaves the employment of the Company within the first **six (6)** months **of** his employment, he shall reimburse the Company, **who** may deduct such amount from his final pay, for its portion of the uniform expense on **a** pro-rated basis for the number of months worked. The Flight Crew Member shall retain such uniform.
- ii. Where the Flight Crew Member **has** purchased additional uniform pieces or replacement uniform pieces, and a balance remains owing to the Company, the Flight Crew Member shall have the remaining balance deducted from his final pay and shall retain the uniform pieces.

8.08 Cleaning Allowance

For each month in which a Flight Crew Member is on the payroll in excess of nine (9) days, they shall receive a **twenty-five** (\$25.00) dollar **per** month cleaning allowance.

8.09

Where a Flight Crew Member has lost or damaged their luggage while on Company business, the Company shall replace such items.

8.10

Maternity Uniform

The Company will provide a maternity uniform at no expense to the Flight Crew Member. The maternity uniform shall be returned to the Company when the Flight Crew Member no longer has a requirement for the uniform.

ARTICLE 9 STATUTORY HOLIDAYS

9.01 Entitlement

Flight Crew Members are entitled to Statutory Holidays. However, any Flight Crew Member receiving benefits from a government program or salary insurance plan (disability) may not be entitled to paid Statutory Holidays.

9.02 Rotational Flight Crew Members

Statutory holiday entitlement **is** included in the Northern Time **off** for rotational Flight **Crew** Members.

9.03 Non-Rotational Flight Crew Members

Statutory holiday entitlement is included in guaranteed days **off** for Non-Rotational Flight Crew Members.

ARTICLE 10 VACATION ENTITLEMENT

10.01 Vacation Year

The vacation year shall commence January 1st in any year and terminate on December 31st of the same year.

10.02 Vacation Entitlement

Flight Crew Members who have worked a full vacation year shall be entitled to vacation periods as follows:

10.02.1 Rotational Flight Crew Members

0 - 9 years:	(6%)	3 Weeks
10 - 19 years:	(8%)	3 Weeks
20 years and more:	(10%)	3 Weeks
(See block rules for timing)		

10.02.2 Non-Rotational Flight Crew Members

0 - 2 years:	(4%)	2 Weeks
3 - 9 years:	(6%)	3 Weeks
10 - 19 years:	(8%)	4 Weeks
20 years and more:	(10%)	5 Weeks

10.03 Vacation Pay-Out

Non-Rotational Flight Crew Members entitled to eight percent (8%) or ten percent (10%) vacation may receive the additional two percent (2%) or four percent (4%), as the case may be, as monetary compensation and not in additional vacation days with the approval of flight operations and subject to operational requirements.

10.04 Pro-Rationing

Flight Crew Members who do not work a **full** "vacation year" will have their vacation entitlement pro-rated for that year. The pro-ration formula is as follows:

$$(\# \text{ of months on payroll} \div 12) \times \text{yearly vacation entitlement} = \text{appropriate vacation entitlement.}$$

10.05 Vacation Pay - Non Rotational Flight Crews

While on vacation, non rotational Flight Crew Members shall continue to be paid their monthly base pay and, **if** applicable, their monthly northern allowance. In addition, they shall receive 2% of the previous years flight bonus and forty (40) hour duty credits for each week of entitled vacation taken.

10.06 Vacation Pay - Rotational Flight Crew Members

Included in rotational Flight Crew Members monthly base salary and hourly flight credit pay amount is a **six** percent (6%) vacation amount. Rotating Flight Crew Members with ten (10) or more years with the Company will not be allowed to take more than three (**3**) weeks of vacation. However, a rotational Flight Crew Member with ten (10) to nineteen (19) years of service will receive on each paycheque a vacation amount equal to two percent (**2%**) of that paycheques base and flight bonus amount. For rotational **Flight** Crew Members with twenty (20) or more years service, the preceding vacation amount shall equal four percent (**4%**) of that paycheques base **and** flight bonus **amount**. For each week of entitled vacation **taken**, a rotational Flight Crew Member shall **be** credited with forty (**40**) duty hour credits.

10.07 Vacation Carry Over - Non Rotational Flight Crew Members

Vacations must be taken in the year following that in which the entitlement was earned except that **an** employee **may** carry over one (1) week of vacation to the following year.

10.08**Bid Award Procedures - Non-Rotational Flight Crew Members**

- a) Bid award of vacation periods will normally be carried out in October. Vacation periods will be awarded in order of seniority in accordance with Flight Crew Member's planned equipment status at their base. Flight Crew Members electing split vacations are entitled to one vacation period during the initial bid, and may select their second period, in order of system seniority, from periods remaining after the initial bid and award is completed.
- b) Bids must be a minimum of one week in duration.
- c) During the period March 1 to September 30, there shall be no bids for **CARS 703** and 704 aircraft. No bid of greater than two (2) weeks will be allowed on any other aircraft type between June 1 to September 30.
- d) The period of 18 December through 02 January is not available for bid.
- e) Maximum of three vacation periods may be bid.
- f) Exceptions to (c), (d) and (e) above may be permitted by the Company as operational requirements permit.

10.9**Cancellation**

- a) Where a Flight Crew Member has been given a minimum of two (2) weeks notice, the Company may alter his vacation in order to satisfy operational requirements.
- b) Where a Flight Crew Members vacation period has been altered, it shall be rescheduled at a mutually agreeable time, inclusive of carrying it over to the following year.
- c) Where a Flight Crew Member has notified the Company of the potential cost prior to an alteration and the Company has cancelled his vacation, the Company shall reimburse him for all non-refundable out of pocket costs incurred on behalf of him and his dependants. Receipts shall be required.

10.10**Vacated Vacation Slots**

Vacated vacation slots may be made available to Flight Crew Members on the basis of seniority and base.

ARTICLE 11 LEAVES OF ABSENCE**11.01 General**

Seniority, pay progression, service credits (toward vacation entitlement, Statutory Holidays and sick leave), and employee benefit coverage shall be in accordance with the charts in Article 11.10 and 11.11 while a Flight Crew Member is on any form of leave of absence, as described in this article.

11.02 Bereavement- Immediate Family

- a) In the event of the death of a Flight Crew Members spouse (including common-law, same sex) or child (including adopted and/or foster child), the Flight Crew Member shall be entitled to one (1) week off (seven (7) calendar days), with pay, to be taken immediately following the day of death. Upon request, the Flight Crew Member may be granted an additional leave without pay.
- b) Flight Crew Members shall be entitled to three (3) days off, with pay, immediately following the day of death of any other immediate family member. For the purposes of this clause, immediate family is defined as:
 - Grandparent of Flight Crew Member or spouse
 - Parent of Flight Crew Member or spouse
 - Brother or sister of Flight Crew Member or spouse
 - Any relative of a Flight Crew Member who resides permanently in the Flight Crew Member's household or with whom the Flight Crew Member permanently resides.
- c) With prior approval from the Director of Flight Operations, Flight Crew Members may take bereavement leave at a later date if extenuating circumstances warrant.
- d) In extraordinary circumstances, such as lengthy travel time, time off with pay in excess of that specified above may be granted with approval of the Director of Flight Operations.

11.03 Bereavement Leave - Other

Where the deceased is not a member of the immediate family, bereavement leave, without pay, may be granted by the Company where operational requirements permit.

11.04**Personal Leave**

- a) The Company may, at its discretion, grant a leave without pay and without loss of seniority for a maximum period of twelve (12) months for personal reasons and twenty-four (24) months for educational reasons. The Association shall be advised in writing of all leaves so granted, indicating the date the leave is to commence and the date the Flight Crew Member is to return to work.
- b) Leave without pay **will not** be granted to allow a Flight Crew Member to **work** elsewhere in the airline industry. However, for a valid reason, the provisions of this sub-section may be waived upon the written consent of the Company.
- c) Any Flight Crew Member returning to work following a leave without pay shall be reinstated in his former position if his seniority allows it. **In the** event his seniority does not allow him **to** resume his former position, he shall, subject to Article 17.09(b), be allowed to exercise his right to bump a junior Flight Crew Member.
- d) Any Flight Crew Member on a leave without pay for a definite period of time who wishes to return to work sooner than expected may send his request to the Company by registered letter. Such request may be accepted by the Company.
- e) Any Flight Crew Member on a leave without pay for a definite period of time, shall within thirty **(30)** days, but at least fifteen (15) days, prior to his return to work, inform the Company by registered mail of his intention to return to work. Failure to comply with this provision shall result **in** his being deemed to have resigned and the provisions of Article 16.05 shall **apply**.
- f) The Company shall not be compelled to accept a return to work as provided in paragraph e) above earlier than the date of the next training session, if **such** a training session is required before the Flight Crew Member can resume his work activities.

11.05**Marriage Leave**

Where a Flight Crew Member is to be married, they shall be granted one (1) day off, with pay, to be taken either in the week of or on the week after the marriage.

11.06 Leave to Avoid Lay-Off

When the Company finds itself in a lay-off situation, it may offer leaves, without pay, for up to one (1) year to Flight Crew Members which shall be granted in order of seniority. Such leave may be terminated earlier ~~than~~ anticipated at the request of the Company, however a Flight Crew Member shall have the right to refuse such a recall where less junior Flight Crew Members for that position are available.

11.07 Maternity and Child Care Leave

Maternity and child care leave, without pay, shall be given in accordance with the provisions of the Canada Labour Code (copy of which is attached hereto as Annex A) and any amendments and interpretations of regulations pertaining thereto save and except that a Flight Crew Member **may** request and, if so requested, must be granted twenty-eight (28) weeks for maternity leave.

11.08 Association Leave

- a) Where operational requirements permit, ~~a~~ Flight Crew Member may be granted ~~a~~ leave of absence to perform Association business.
- b) All flight releases for these leaves must be requested in writing and signed by the Association President, or his designated representative, and confirmed in writing by the Company, Whenever possible, these days are to ~~be~~ communicated to Crew Scheduling prior to completion of the blocks for the effected month.
- c) **The** Company **will** pay the Flight **Crew** Member all originally scheduled pay credits and base pay, affected by such Association leave and the Association will reimburse the Company for all costs associated with such leave except as provided in this agreement.
- d) The Company will assume the cost of flight releases for **up** to one thousand one hundred and forty hours (1**140**) during the term of this contract for dealing with Association issues.

11.09

Jury Duty

- a) Any Flight Crew Member called to serve on jury duty or to appear as a witness shall be granted a leave of absence and he shall accumulate seniority during his absence. During the time he serves as a juror or appears as a witness, he shall continue to receive his regular salary, less the amount received as a juror or witness.
- b) Paragraph a) above shall **not** apply to a Flight Crew Member **who has** an interest, either direct or indirect, in the court procedure **to** which he is to appear as a witness, nor shall it **apply** for a day or days when the Flight Crew Member **is** not required to work for the Company.

11.10

Leave Chart - Seniority

a)

TYPE OF LEAVE	DURATION	PAY INCREMENTS	VACATION SERVICE CREDITS	SENIORITY	STATUTORY HOLIDAYS
BEREAVEMENT (IMMEDIATE FAMILY)	7 DAYS WITH PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
BEREAVEMENT (OTHER IMMEDIATE FAMILY)	3 DAYS WITH PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
BEREAVEMENT (OTHER)	WITHOUT PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
MARRIAGE LEAVE	1 DAY WITH PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
ASSOCIATION LEAVE (11.08a)	WITHOUT PAY	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE	MAINTAIN
PERSONAL	UP TO 1 YEAR WITHOUT PAY AND 2 YEARS FOR EDUCATIONAL LEAVE	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	MAINTAIN	MAINTAIN
MATERNITY	UP TO 28 WEEKS WITHOUT PAY	ACCRUE	ACCRUE	ACCRUE	MAINTAIN
CHILD CARE LEAVE	UP TO 24 WEEKS WITHOUT PAY	ACCRUE	ACCRUE	ACCRUE	MAINTAIN
LEAVE TO AVOID LAY-OFF	UP TO 1 YEAR WITHOUT PAY	ACCRUE	ACCRUE	ACCRUE	MAINTAIN
SHORT-TERM DISABILITY	UP TO 17 WEEKS	ACCRUE	ACCRUE	ACCRUE	MAINTAIN
LONG-TERM DISABILITY	5 YEARS OR TO RETIREMENT	MAINTAIN	MAINTAIN	ACCRUE	MAINTAIN
WORKERS COMPENSATION	INDEFINITE	ACCRUE FOR 1 YEAR THEN MAINTAIN	ACCRUE FOR 1 YEAR THEN MAINTAIN	ACCRUE	MAINTAIN

11.11

Leave Chart - Benefits

b)

TYPE OF LEAVE	DENTAL	EXTENDED HEALTH CARE	DISABILITY/SERVICE CREDITS	LIFE INSURANCE
BEREAVEMENT (IMMEDIATE FAMILY)	CONTINUES	CONTINUES	CONTINUES	CONTINUES
BEREAVEMENT (OTHER IMMEDIATE FAMILY)	CONTINUES	CONTINUES	CONTINUES	CONTINUES
BEREAVEMENT (OTHER)	CONTINUES	CONTINUES	CONTINUES	CONTINUES
MARRIAGE LEAVE	CONTINUES	CONTINUES	CONTINUES	CONTINUES
ASSOCIATION LEAVE (11.08a)	† CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			
PERSONAL	† CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			
MATERNITY	CONTINUES*	CONTINUES*	CONTINUES	CONTINUES*
CHILD CARE LEAVE	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
LEAVE TO AVOID LAY-OFF	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
SHORT-TERM DISABILITY	CONTINUES*	CONTINUES*	CONTINUES	CONTINUES
LONG-TERM DISABILITY			CONTINUES	CONTINUES
WORKERS' COMPENSATION (SHORT TERM)	CONTINUES*	CONTINUES.	CONTINUES*	CONTINUES*
WORKERS' COMPENSATION (LONG TERM)	CONTINUES FOR A PERIOD OF 1 YEAR FROM START DATE OF DISABILITY. THEREAFTER THE EMPLOYEE HAS THE OPTION OF CANCELING COVERAGE THROUGH COMPANY OR PAYING ALL PREMIUMS PERSONALLY AND REMAINING ON COMPANY PLAN.		CONTINUES	CONTINUES
LAY-OFF				

* UNLESS THE FLIGHT CREW MEMBER IS COVERED BY ANOTHER DENTAL PLAN, THE BENEFIT COVERAGE WILL CONTINUE PROVIDED EMPLOYEE PAYS THEIR PORTION OF DENTAL PREMIUM. IF A FLIGHT CREW MEMBER DOES NOT PAY HIS PORTION OF DENTAL PREMIUM, ALL OTHER BENEFIT COVERAGE IS CANCELLED DURING THESE LEAVES.

† CURRENTLY, MAXIMUM PERIOD IS FOUR (4) MONTHS

NOTE: NOTWITHSTANDING THE ABOVE, FLIGHT CREW MEMBERS ON LEAVE WHO WORK FOR ANOTHER COMPANY SHALL NOT BE ENTITLED TO THE ABOVE BENEFITS

<u>REQUEST FOR LEAVE OF ABSENCE</u>	
NAME: _____	
START DATE: _____	
DURATION: _____	
END DATE: _____	
REASON: _____	

SIGNED: _____ DATE: _____	
<p>TO BE COMPLETED BY AND SUBMITTED TO:</p> <p style="text-align: center;">FIRST AIR FLIGHT OPERATIONS ADMINISTRATION 100 THAD JOHNSON RD. GLOUCESTER, ONTARIO K1V 0R1</p>	
APPROVED	DATE
_____	_____
DIRECTOR OF FLIGHT OPERATIONS,	
(SIGNED COPY, IF APPROVED - TO FLIGHT CREW MEMBERS)	

11.12

Early Termination of Leave

The Company may request in writing that a Flight Crew Member on leave without pay for a definite period of time return to work earlier than expected. Such request may be accepted by the Flight Crew Member.

ARTICLE 12 MEDICAL REVIEW PROCEDURES**12.01 Investbations**

Where a Flight Crew Member is deemed to be unfit by the Company, he may be held out of service, with pay, for **up** to seven (7) days, pending medical investigation. The Company, with the Association's agreement, may extend **this** investigation period.

12.02 Initiation of Medical Review Procedure

Where the Company physician and/or the Flight Crew Members physician makes a declaration regarding the fitness **of** any Flight Crew Member, that is contrary to the position of the other, the Flight Crew Member may initiate the medical review procedure, as set forth in sub-article 12.03, within seven (7) days of receipt of this declaration by **so** notifying the Director of Flight Operations in writing. However, in the event that the physician's declaration regarding the fitness of the Flight Crew Member results in a medical loss of licence, the provisions of sub-article 19.02 shall apply.

12.03 Third Party Examination

Where the opinion of either physician is that the results of their respective examinations are inconclusive or conflicting in nature, the Flight Crew Member may request that a mutually agreed upon qualified medical specialist be appointed to undertake a further examination. The medical specialist shall conduct his examination and shall furnish a written report of his decision to both the Company and the Flight Crew **Member**.

The decision of the medical specialist, based on the results of his examination, shall be conclusive of the issue and not subject to any further review by either party hereto.

12.04 Expenses

All costs for all examinations and reports required pursuant to sub-article 12.03 that are not covered by Provincial or Territorial health benefits or the Company's medical insurance program shall be borne equally by the Company and the Flight Crew Member.

12.05**Fit Declaration**

Where a Flight Crew Member originally declared unfit for operational requirements by the Company's Physician is declared fit for operational requirements under 12.03 above, the following shall apply:

- a) Reinstatement: He shall be reinstated to his former position and status with **full** seniority and service credit.
- b) Compensation: He **shall** receive retroactive compensation based on the net amount he would have earned had he operated from the time the qualified medical specialist declared him fit for flight duty, less any net amount paid to him under any Company or Government income protection program.

12.06**Unfit Declaration**

Where a Flight Crew Member originally declared unfit for flight duty by the Company's Physician is declared unfit for duty under 12.03 above, he shall be treated as having been unfit for duty since the initial declaration and shall continue to **be** considered unfit until such time **as** the qualified medical specialist declares him fit for flight duty.

12.07**Return to Duty**

Where the qualified medical specialist makes the determination **as** contemplated in 12.06 above, that the Flight Crew Member is fit **for** flight duty, he must report his availability for duty within two (2) days.

ARTICLE 13 GRIEVANCEPROCEDURE

13.01 Eligibility

All differences arising out of the interpretation, application, administration or alleged violation of this Agreement/Company policy and ail disciplines or discharges may be grieved.

13.02 Initiation

Grievances under this article may be initiated by any Flight Crew Member or group of Flight Crew Members who consider themselves aggrieved. Grievances of a general or policy nature may be initiated by the Association at the appropriate level of this procedure depending on the nature **and** scope of such grievance.

13.03 Time Limit

Ali grievances must be initiated within thirty (30) days from the date the grievor would reasonably **have** knowledge of the occurrence giving rise to the grievance.

13.04 Process

- a) It is the desire of the parties to this agreement that grievances be settled promptly. A **Flight** Crew Member who feels aggrieved shall first attempt to obtain a satisfactory resolution with the appropriate supervisor.
- b) Notwithstanding the above, **the** Company **may** contact other **Flight** Crew Members or employees of the Company to gather information.

13.05 Grievance Procedure

All grievances must **be** submitted, in writing, to the Director of Flight Operations; must be signed by the grievor, and shall specify the following:

- a) The nature of the grievance and the circumstances out of which it arose as perceived **by** the grievor;
- b) the provisions of the agreement or policy alleged to **have** been violated; and,
- c) the settlement or remedy requested.

13.06

Step 1

- a) The Director of Flight Operations, or his representative, shall hold a hearing within fourteen (14) days of receipt of the grievance.
- b) All facts shall be considered and the decision must be communicated to the grievor and the Association, in writing, within fourteen **(14)** days **of** the hearing.
- c) If a decision **is** not rendered within the time limits established in (b) above, then the grievance will automatically advance to step 2.
- d) Appeals must be lodged within fourteen (14) days of receipt of the Step 1 decision and shall be communicated to the President of the Company, in writing. Any decision not appealed shall be final.

13.07

Step 2

- a) The President, or his representative, shall hold a hearing within fourteen **(14)** days of receipt of the appeal.
- b) All facts shall be considered and the decision communicated to the grievor and the Association, in writing, within fourteen **(14)** days of the hearing. If a decision is not rendered within the time limits then the grievance will advance to arbitration.
- c) The decision to proceed to arbitration **must** be communicated within thirty **(30)** days of receipt of the Step 2 decision. Any decision not appealed shall be final.

13.08

Time Limitations

All time limits may be extended by mutual agreement, in writing.

13.09

Availability

All Flight Crew Members and/or employees called by the Association or the Company as a witness in a grievance procedure shall be released from duty, subject to operational requirements, and shall be provided with transportation to and from the hearing. Said Flight Crew Member and/or employee shall suffer no loss of pay as a result of being called as a witness.

13.10 Documentation

Upon request, either party shall provide the other party with copies of all documents relevant to the grievance.

13.11 Presentation of Evidence

The Flight ~~Crew~~ Member and his Association representative shall be given the full opportunity to present evidence and make representation at all levels of this procedure. The parties shall be given **full** opportunity **to** present, examine and cross-examine witnesses brought to the hearing by either party at Step 2 and arbitration

13.12 Company Initiated Grievance

Where the Company considers itself aggrieved, it **may** appeal **in** writing to the President of the Association.

13.13 Disciplinary Measures and Dismissals

- a) Any disciplinary measure shall be given in writing to the Flight Crew Member concerned and shall contain the reasons for discipline. Copies of such notice shall be given to the Association.
- b) Verbal warnings shall not be considered a disciplinary measure and, in consequence, shall not be submitted to the grievance procedure. No written indication of a verbal warning shall be put in the Flight Crew Member's file.

13.14 Location of Hearings

Hearings with regard to disciplinary measures or dismissals concerning Flight Crew Members shall be held at the Company's base in Ottawa or such other places as mutually agreed to by the Parties.

ARTICLE 14 ARBITRATION**14.01 Eligibility**

Any grievance not settled through the grievance procedure outlined in Article 13 may be referred to a Sole Arbitrator or, subject to mutual agreement, a Board of Arbitration (hereinafter referred to as the Arbitrator).

14.02 Notification

The party advancing the grievance to arbitration shall give written notice to the other party within thirty **(30)** days **of** receipt of the Step 2 decision.

14.03 Sole Arbitrator

The party selecting arbitration will submit the name of two (2) or more arbitrators to the other party. If the parties are unable to agree upon an arbitrator within a fourteen (14) day time limit, the Minister **of** Labour shall be requested, **by** either party, to name the arbitrator.

14.04 Nominees

Where the parties have agreed to a Board of Arbitrators, the parties shall appoint their nominee to the Board within fourteen (14) **days** and shall communicate the name, address and telephone number of its appointee to the Board.

14.05 Chairperson of the Board

The two (2) appointees so selected shall, within fourteen (14) days of receipt of notice of the appointment **of** the second of them, appoint a third person who shall be ,the chairperson of the Board. If either **party** fails to name an appointee or if the two **(2)** appointees fail to agree upon a chairperson within the time limits, an appointee may be made by the Minister of Labour upon the request of either party.

14.06 Jurisdiction of the Arbitrator- General

The Arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this agreement.

14.07 Jurisdiction of the Arbitrator- Collective Agreement

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

14.08 Decision Deadline

The Arbitrator shall make every effort to render a decision with the minimum delay and in no case more than thirty **(30)** days from the date of the final hearing.

14.09 Arbitration Procedures

The Arbitrator shall establish its own procedure consistent with the rules of natural justice.

14.10 Board's Decision

In the case of disciplinary or discharge appeals, the Arbitrator shall have the authority to determine whether the disciplinary or discharge action taken by the Company was for just cause based on the evidence in its possession at the time the **Step 2** decision **was** rendered. The Arbitrator may **uphold** the Company's decision, exonerate and reinstate the grievor without loss of pay and benefits, or render such other decision **as** it considers just and equitable.

14.11 Final Decision

A decision of the Arbitrator shall **be** final and binding on the Association, the Company and the Flight Crew Member involved.

14.12 Availability

All Flight Crew Members and/or employees called by the Company or the Association as **a** witness in an arbitration procedure shall be released from duty, subject to operational requirements, and shall be provided with transportation to and from the hearing. Said Flight Crew Member and/or employee shall suffer no loss of pay as a result of being called as a witness.

14.13 Expenses

Each **party** shall bear the cost of its own nominee. The compensation **and** expenses of the Chairperson or Arbitrator shall be borne equally by each party.

14.14

Documentation

Upon request, either party shall provide the other party with copies of all documents relevant to the case.

ARTICLE 15 PROBATIONARY PERIOD**15.01 New Employee**

Every Flight Crew Member shall be subjected to an initial probationary period of six (6) months for non-rotators and twelve (12) months for rotators, commencing as of the date of his first unsupervised revenue flight for the Company. The Company reserves the right to dismiss the Flight Crew Member during his initial probationary period **for any** reason. The Company shall inform the Flight Crew Member, in writing, of the reasons for his dismissal, with a copy to the Association. The Flight Crew Member concerned shall have no recourse to the grievance procedure to contest his dismissal during his initial probationary period.

15.02 Extension

- a) Under special circumstances, the Company may extend the probationary period by three (3) months. The Company shall provide the reasons for such extension to the Flight Crew Member concerned with copy to the Association.
- b) The Probationary period shall **be** extended **by** the length of any period of absence in excess of fourteen (14) consecutive days.

15.03 Reduction

Nothing in sub-section 15.01 shall prevent the Company from reducing such probationary period and informing the Flight Crew Member if **his** services are deemed satisfactory. The Company shall inform the Association.

15.04 Position Change

- a) There shall be a probationary period of three (3) months whenever a Flight Crew Member changes to a pilot-in-command position (hereinafter the "Changed Position"), during which time the Director of Flight Operation may, if he is unsatisfied with such Flight Crew Member's performance, return such Flight Crew Member back to his previous position.
- b) A Flight Crew Member, who **has** once before been transferred back to his original position pursuant to the above, who again attempts to fill a similar position to the Changed Position and whose performance again is deemed unsatisfactory within the three (3) month probationary period **by** the Director of Flight Operations, may, at the discretion of the Company, be dismissed. Such a dismissal shall **be** deemed just and reasonable.

ARTICLE 16 SENIORITY**16.01 General**

A Seniority System has been developed in order to provide for an orderly method of progression of Flight Crew Member's within First Air. The system consists of a Master Seniority List for Captains, First Officers and Second Officers, a Master Seniority List for Flight Engineers, a Seniority Calculation Sheet and an aircraft position list for each aircraft type. New Flight Crew Members will be placed on their respective Seniority list as of the date of their first unsupervised revenue flight for the Company. Except as otherwise noted in this agreement, the seniority system shall govern the awarding of all assignments or change in status, subject to the qualifications of the position.

16.02 Determining Seniority

Upon initial hire as a Flight Crew member, each individual will complete a Master Seniority Calculation Sheet. This sheet will be used to calculate the individuals position on the Master Seniority List. Initial credits are based on experience and qualifications and will be assigned as follows:

Condition	Receive	Maximum
New employees hired for position of First Officer, Second Officer or Captain on single engine aircraft.	One credit per month of employment in commercial or business operations	24
New employees hired for position of Flight Engineer.	One credit per month of employment in commercial or business operations (Must have Flight Engineer license)	24
Employees transferred from within First Air for position of First Officer, Second Officer or Captain on single engine aircraft,	One credit per month of employment with First Air	24
Employees transferred from within First Air to fill Flight Engineer position.	One credit per month of employment with First Air	36
Individuals hired as Captain on multi-engine aircraft with gross take-off weight of 12,500 lbs or less.	One credit per month of employment in commercial or business operations	36
Individuals hired as Captain on propeller aircraft having gross take-off weight in excess of 12,500 lbs.	One credit per month of employment in commercial or business operations (Must be endorsed on type operated by First Air)	48
Individuals hired as Captain for turbojet aircraft.	One credit per month of employment in commercial or business operations (Must be endorsed on type operated by First Air)	60

16.03**Tie Breaker**

- a) If after applying the initial credits pursuant to Article 16.02, two or more individuals in the same class end up with the same initial credits, a lottery will be used to determine their respective seniority.
- b) If after applying the initial credits pursuant to Article 16.02 an individual ends up with the same number of credits as an existing Flight Crew Member already on the seniority list, the date of hire shall prevail in determining their respective seniority.

16.04**Regular Credits**

Each Flight Crew Member shall receive two **(2)** credits for each complete month of service with First Air while active in a full time position in flight operations.

For regular credit purposes, the most recent date of hire as a Flight Crew Member shall be used for calculation purposes.

16.05**Losing Seniority**

A Flight Crew Member shall lose his seniority and his employment shall be terminated in the following cases:

- a) voluntary termination of employment;
- b) dismissal for cause;
- c) failure to confirm his return to work within seven (7) days following receipt of a letter requiring his return to work, and to reintegrate his position within fourteen (14) days following said confirmation;
- d) absence from work for three **(3)** consecutive days or more, without authorization and/or valid reason;
- e) lay-off exceeding five **(5)** years; and
- f) failure to conform to the conditions of paragraph 11.04(e), 18.09 (g) and 18.10.

16.06

Posting of Seniority List

- a) All Flight Crew Members employed **by** the Company, including those who are transferred to Supervisory Positions, shall appear **on** the seniority list. The seniority list **shall** be revised on November 1 each year and posted during the same month with a copy to the Association;
- b) Any Flight Crew Member may challenge in writing, within thirty (30) days following the posting referred to above, any error or omission regarding him. Failure to do so, the seniority date of each Flight Crew Member shall **be** considered definite. Errors **or** omissions on preceding lists **may** not be questioned;
- c) Any error or omission which has not been challenged upon publication of the first seniority list, cannot be challenged upon subsequent posting of the list, unless it concerns typing errors, transcription or writing errors that can be corrected at any time.

LETTER OF APPOINTMENT



(Date)

(Name of individual)

(Name), this letter serves as confirmation of your appointment to the Flight Operations Department, effective (date).
You will report directly to (name of chief pilot and title).

The terms and conditions of your appointment conforms with the policies and procedures outlined in the contract between Bradley Air Services Ltd. and the First Air Pilots Association, the First Air Human Resources Policy Manual, the Bid Form, plus the following:

A successful medical assessment by a designated medial examiner.

Your earning of (\$00.00) per year will be based on the duties and responsibilities of those **in** (Level and/or Flight Crew Member pay scale) and shall include, but shall **not be** limited to those described within **the** (name of document). There shall be a probationary period of (6 or 12) months beginning with the date of your Line Check/PPC.

We wish you every success in your new position.

Sincerely,

Pat Doyle
Director of Flight Operations

attachment
cc: Human Resources

I have read **the** letter outlining the terms and conditions of employment, understand and will abide by the Human Resources Policy Manual and the Collective Agreement, and hereby accept **the** offer contained herein. I am also aware that changes **to** these documents may be required from time to time due **to** changes in regulatory requirements, policy and industry standards.

Employee's Signature

Date of Acceptance

MASTER SENIORITY LIST CALCULATION SHEET

FIRST AIR
MASTER SENIORITY LIST CALCULATION SHEET

NAME: _____

 Number of months in Flight Operations previous to First Air = _____
 (employment in commercial flying positions • give details)

<u>Exact Dates from/to</u>	<u>er</u>	<u>Aircraft Type</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Initial date of hire by First Air (if transferring from another department): _____

 Date of initial Line Check (or PPC, if small aircraft type) _____
[to be completed by First Air]
GENERAL BACKGROUND INFORMATION: (at hire date)

Total Time: _____

Total Multi: _____

Total **PIC**: _____Total Multi **PIC**: _____
 Total Time A/C
 over 26,000 lbs: _____

 Total PIC on A/C
 over 26,000 lbs: _____

 Total Time north
 of 60" _____

 Number of **Arctic**
 Seasons: _____

Total Offstrip: _____

Total Survey: _____

HOURS/AC	B-727	HS-748	DHC-6	BE10	DHC-7
P1					
P2					
F/E S/O					

Complete and return to Joanne Kolar • Manager, Flight Operations Administration ASAP.

Revised: 15 July 1995

ARTICLE 17 ADVANCEMENT

17.01 General

Provided a Flight Crew Member has bid on such, all new or vacant flight positions (hereinafter “Open Positions”) that become available in the Company, other than a Supervisory Position, shall be awarded to Flight Crew Member’s within the bargaining unit based on seniority. The Flight Crew Member shall still be subject to the qualifications and Assessment Review hereinafter described.

17.02 Bid Process

All Open Positions shall be posted by the Company in the memo book. The Company and **the** Association shall **make** every possible effort to advise any absent Flight Crew Member. The Company shall give at least two (2) weeks prior notice and when it can’t shall advise the Association.

If a Flight Crew Member wishes to bid for an open position he is required to complete a “Bid Form” (Appendix C) on or before the closing date as posted.

The “Bid Form” **will** contain:

1. Closing Date
2. Minimum requirements of the position
3. Salary
4. Type of position (rotating, non rotating)
5. Special terms and conditions
6. Effective to date

The Flight Crew Member’s signature shall be required on the “**Bid Form**” which acknowledges that, if successful, the Flight Crew **Member** accepts the terms and conditions.

17.03 Assessment Review

All Flight Crew Members who submit “Bid Forms” will be assessed for his suitability **for** the position sought. Assessments will be done prior to training for possible movement to a new position. Simulators will be used whenever possible including the **following**:

1. Initial hire
2. Upgrade to medium/heavy turbo prop aircraft or turbo jet aircraft.

As part of the Assessment a review of training files will be conducted to determine suitability for the position. The Company shall provide a copy of the training files to the Flight Crew Member upon his request. The Flight Crew Member who is assessed as **qualified** to commence training **will** be so advised.

17.04 Regression by Choice

Regression by choice will be allowed, however, **the** process described in Article 17.07 **may** be required to be **followed**.

17.05 Minimum Flight Crew Guidelines

The **minimum** flight crew guidelines shall **be** as follows:

A/C POSITION A/C POSITION	LICENCE	IFR	TOTAL HOURS	PIC TIME	NOTES
DHC-2	Commercial	N/A	500	200	(2)
DHC-6/BE10 1st OFFICER	Commercial	Class I	300 multi rated	0	(1) (2)
DHC-6/BE10 CAPTAIN	Commercial	Class I	2,000 multi	1,000, with 500 Arctic, OR 1,000 F/O with First Air (all Arctic)	(1) (2)
DHC-7 1st OFFICER	ATR	Class I	3,600	450 Multi-Turbine 300 - Arctic	(1) (2)
DHC-7 CAPTAIN	ATR	Class I	5,000	2,500 Multi-Turbine 500 - Arctic	(1) (2)
HS-748/GI 1st OFFICER	Comm. & ATR Exams or IATRA	Class I	1,500 500 multi	750, OR 750 F/O with First Air	(1) (2)
HS-748/GI CAPTAIN	ATR	Class I	3,000 200 HS748 2,000 multi	1,500, OR 1,000 F/O with First Air of which 500 must be on HS-748	(1) (2)
B-727 2nd OFFICER	Commercial	Class I	300 multi rated	0	(2)
B-727 FLIGHT ENGINEER	Flight Engineer	N/A	50	N/A	(2)
B-727/B737 1st OFFICER	ATR	Class I	3,000 2,000 multi	2,000, OR 2,000 F/O with First Air	(2)
B-727/B737 CAPTAIN	ATR	Class I	5,000 3,000 multi 400 turbo-jet	3,000 of which 1,500 is on Transport Category A/C, OR 1,500 F/O with First Air, of which 400 must be on B-727	(2)

- NOTES:**
- 1) Certain contracts or insurance policies may require experience in excess of the above numbers.
 - 2) The above requirements may be waived, with the concurrence of the Director of Flight Operations and the respective Chief Pilot on type.

17.06

Filling Vacancies When No Flight Crew Member Applies

In the event that no Flight Crew Member applies to fill an Open Position or no Flight Crew Member is assessed as qualified to commence training pursuant to Article 17.03, the Company may fill the Open Position from outside the bargaining unit either through employment or on a contract basis. Failing to obtain a candidate through the above process, the Company may designate the most junior Flight Crew Member who is qualified. In the event that **such** designation **would** lead to a decrease in pay for **the** designated Flight Crew Member, such designation shall be deemed **a** Temporary Assignment **as** per the provisions of Section B2, Appendix B, **the** duration of which shall be **for a maximum of six (6) months**.

17.07

Filling Vacancies From Outside The Bargaining Unit

Notwithstanding Article 17.01 and the fact that there may be suitable Flight Crew Members who have bid on the Open Position, the Company may, at its discretion, fill the Open Position for a period of no longer than six (6) months by engaging a flight crew member on a Contract basis. The above **six (6)** month period may be extended at the discretion of the Company in consultation with the Association for up to an additional six (**6**) month period.

The vacancy so established at the conclusion of the term of the flight crew member engaged on a Contract Basis, shall be filled in accordance with **sub-article** 17.01, however, the exception provided for in this sub-article shall not apply.

17.08

Minimum Requirements

A minimum duration requirement may be assigned to certain positions by the Company and will be indicated as such under "special terms and/or conditions" on the Aircraft/Position Bid form.

A Flight Crew Member affected by a minimum duration requirement may be bypassed by the Company at time of progression if his term **is** not yet complete.

17.09

Progression - Regression

- a) Given the definitions of Progression, Regression and Authority in Article 2.0, a Flight Crew Member shall be considered to be progressing when he:
 - moves from a seat with less authority in the cockpit to a seat with more authority in the cockpit (i.e., right seat on any aircraft to the left seat on any aircraft) provided he has not previously held a position in the seat he is moving to and/or,
 - moves **up** in type of aircraft irrespective of the authority attributed to the new seat (i.e. left seat on the HS748 to the right seat on the B727).
- b) Regression shall follow the reverse order path of a Flight Crew Member's progression. However, should a Flight Crew Member who has received a lay-off notice pursuant to Article 18 have more seniority than a Flight Crew Member in a pilot-in-command position, the laid off Flight Crew Member will be required to follow their regression path for a period not to exceed six (6) months. During this six (6) month period, the Company shall give the Flight Crew Member an opportunity to assume the pilot-in-command position **of** the less senior Flight Crew Member.

17.10

Transfer to a Supervisory or a Non-Flying Position

- a) Any Flight Crew Member who is transferred to a Supervisory Position shall maintain and accrue his seniority.
- b) **Any** Flight **Crew** Member who has been transferred to a Non-Flying Position, excluding a Flight Crew Member transferred following disability or illness, **shall** and continue to accrue seniority for a period **of** one (1) year and maintain it for an additional one (1) year. After such one (1) year period, he shall maintain only his seniority for the following one (1) year period. A Flight Crew Member transferred to a non flying position due to illness or disability shall continue to accrue seniority for five (5) years.
- c) Any Flight Crew Member in a Supervisory Position or a Non-Flying Position and eligible, in accordance with Article 17.09, who returns to his line Flight Crew Member status, shall be able to exercise his seniority right **and** bump **any** less senior Flight Crew Member, subject to the provisions of sub-article 17.07.
- d) Any flight crew member in a Supervisory Position and/or Non-Flying Position shall be able to perform any duties performed by a Flight Crew Member.
- e) The parties agree that, except when he **has** been dismissed for cause, a Flight Crew Member transferred to a Supervisory Position, who wishes to return to a line function shall be able to exercise his seniority.
- f) All Supervisory or Non-Flying Positions shall be filled at the discretion of the Company.

17.11

Upgrade Training

Save and except for ground school, **upgrade training** will only be provided to Flight **Crew** Members chosen through the **bid** process.

BID FORM

<u>OPTION</u> BID FORM								
BID CLOSING DATE: BID EFFECTIVE TO:								
POSITION:								
LOCATION:								
TYPE OF POSITION: ROTATING/NON-ROTATING								
MINIMUM REQUIREMENTS: SPECIAL TERMS AND/OR CONDITIONS:								
ALL APPLICANTS SUBJECT TO REVIEW AND ASSESSMENT PRIOR TO COMMENCEMENT OF TRAINING .								
<p>THE FOLLOWING IS TO BE COMPLETED BY THE APPLICANT AND THIS FORM IS TO BE RETURNED TO:</p> <p style="text-align: center;">FIRST AIR MANAGER, FLIGHT OPERATIONS ADMINISTRATION 100 THAD JOHNSON RD. GLOUCESTER, ONTARIO K1V 0R1 FAX (613)521-1952</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">1. Do you meet the minimum requirements as outlined above?</td> <td style="width: 30%; text-align: right;">YES/NO</td> </tr> <tr> <td>2. Have you ever held, been trained for, or bid for this position before?</td> <td style="text-align: right;">YES/NO</td> </tr> <tr> <td>3. Does the position you currently hold contain any terms or conditions?</td> <td style="text-align: right;">YES/NO</td> </tr> <tr> <td colspan="2">4. If successful, I understand the terms and conditions of this position as defined in the Collective Agreement and this bid.</td> </tr> </table> <p>NAME OF APPLICANT: _____ (please print)</p> <p>Signature: _____ Date: _____</p>	1. Do you meet the minimum requirements as outlined above?	YES/NO	2. Have you ever held, been trained for, or bid for this position before?	YES/NO	3. Does the position you currently hold contain any terms or conditions?	YES/NO	4. If successful, I understand the terms and conditions of this position as defined in the Collective Agreement and this bid.	
1. Do you meet the minimum requirements as outlined above?	YES/NO							
2. Have you ever held, been trained for, or bid for this position before?	YES/NO							
3. Does the position you currently hold contain any terms or conditions?	YES/NO							
4. If successful, I understand the terms and conditions of this position as defined in the Collective Agreement and this bid.								

56

ARTICLE 18 LAYOFF AND RECALL

18.01 Leaves of Absence

Where a lay-off is required, the Company will inquire **as** to whether any Flight Crew Members at or below the aircraft type so affected by a lay-off would be willing to take a leave of absence.

18.02 Lay-Offs

Where no one has responded to the request in Article 18.01 or where insufficient numbers have been obtained through Article 18.01, the Company shall lay-off by position, by location, by aircraft type in reverse order of seniority.

18.03 Notification

Any Flight Crew Members to be laid off shall be notified in writing by registered mail or by hand with a **copy** to the Association as far in advance as possible of any reduction in the work force but in no case less than fourteen **(14)** days **prior** to such reduction.

18.04 Displacement

- a) **A** Flight Crew Member who has been provided with notice pursuant to Article 18.03 may subject to Article 17.09 (b) choose to exercise his **seniority by** displacing another employee provided:
 - i. he has more seniority than the employee being displaced, **and**
 - ii. he satisfies the qualification **matrix** in Article 17.05, and
 - iii. the displaced person **is** not on a **special** assignment which provides for his not being displaced.
- b) Should the above noted displacement result in **a** surplus of staff, **the** process shall continue.
- c) The above **noted** displacement **rights** shall not result in **more** than two displacements per position as a result of each Flight Crew Member laid off as follows:
 - The original Flight Crew Member laid off may displace any Flight Crew Member in the same position at any base who is less senior than him.
 - The Flight Crew Member so displaced as a result of the above shall, **if** he so chooses to remain in the same position shall, only have the right to displace **the** least senior Flight Crew Member in that position irrespective of **base**.

18.05 Acceptance

A Flight Crew Member who has been provided with a notice pursuant to Article 18.03 or a Flight Crew Member who has been displaced may also elect to be laid off and await recall.

18.06 Timing

The Flight Crew Member(s) affected by this Article shall within seven (7) calendar days of receipt of their notice of lay-off notify the Company if;

- their acceptance of the lay-off, or
- their wish to invoke their displacement rights

18.07 Failure to Respond

A Flight Crew Member who fails to respond to a lay-off notice or responds outside the time limits shall be placed on lay-off status.

18.08 Seniority on Lay-off

Flight Crew Members who have been laid-off shall continue to accrue seniority for five (5) years.

18.09 Recall

- a) Where a Flight Crew Member has been regressed, laid-off or taken a leave to avoid lay-off, he shall retain his recall rights to that position for six (6) months. Where there is an increase in the Flight Crew Member compliment for that position within the six (6) months, Flight Crew Member's with recall rights to the position will be recalled in order of seniority.
- b) Where there is an increase in the Flight Crew Member compliment beyond six (6) months but before five (5) years, the position will be put up for bid. If a Flight Crew Member who previously held the position is unsuccessful in the bidding process, he may be permitted to fill the position on a seniority basis for up to six (6) months. Within the six month period, the successful Flight Crew Member **must** be moved into the position.
- c) The Company shall serve the laid off Flight Crew Member with the recall notice by registered mail with a copy to the Association.
- d) A laid off Flight Crew Member who **is** recalled to work must advise the Company **in** writing of his acceptance or rejection of such recall within seven (7) days of receipt of such notification.

- e) A laid off Flight Crew Member may elect to bypass a recall provided there are laid off employees with less seniority.
- f) A laid off Flight Crew Member who accepts a recall must return to work within fourteen (14) days of acceptance or a longer period if so agreed to by the Company.
- g) A laid off Flight Crew Member who declines the recall or fails to respond to the recall notice within the time limits shall be deemed to have resigned and the provisions of Article 16.05 shall apply.

18.10

Documentation

Flight Crew Members who have been laid off shall be responsible to ensure the Company has a current address at all times. A Flight Crew Member **who** fails to comply with this provision without a reasonable explanation will be deemed to have resigned **and** the provisions of Article 16.05 shall apply.

18.11

Severance

- a) A laid off Flight Crew Member shall be paid one (1) weeks pay for each complete **six** (6) months of service to a maximum of fifty two **(52)** weeks;
- b) A laid off Flight **Crew** Member may defer all or part of such severance payment;
- c) Where a Flight Crew Member has been laid off and subsequently recalled, severance pay credits will begin accumulating **from** the date of recall and **will** be added to any severance **payments** deferred pursuant to (b) above.

18.12

Voluntary Lay-Off

Without giving **up** his recall rights, in a lay-off situation a more senior Flight Crew Member may be permitted **by** the Company to be laid off on a voluntary basis.

ARTICLE 19 LICENCES**19.01 Flight Crew Licences**

All Flight Crew Members must hold valid licences for the flight crew position being held or applied for. Such items as medical certificates, passports, security passes, and the like shall be considered the sole responsibility of each individual. Failure to acquire, maintain or provide verification of such documentation shall be a cause for a disciplinary measure, including dismissal.

19.02 Loss of Licence

All cases involving Flight Crew Members losing licence privileges will be reviewed by the Director of Flight Operations. If the loss of licence or privileges is the result of failure to adhere to Company policy, or Transport Canada regulation, such loss shall be a cause for a disciplinary measure, including dismissal.

However, a Flight Crew Member who is assessed as unfit by a Civil Aviation Medical Examiner and consequentially loses his licence shall maintain his position on the Seniority List until he is either able to resume work or is unable to officially ever hold a licence again. A Flight Crew Member who is able to resume his work pursuant to the foregoing, may be required to undertake a **flight** assessment **prior** to being reassigned to the line.

19.03 Company Aviation Medical Examiner

All new hires will be required to submit to a medical examination by the Company Aviation Medical Examiner as a condition **of** their employment. The cost of this initial examination will be reimbursed to ~~the~~ Flight Crew Member by the Company.

ARTICLE 20 - TRAINING

20.01 Training

Training shall be given in accordance with the Company's Training Manual and shall include the following five (5) steps:

1. ground training;
2. flight training;
3. Flight Crew Member proficiency checks/instrument rating;
4. line indoctrination;
5. line checks on type

(hereinafter referred to as a "Step" or "Steps")

20.02 Failure to Successfully Complete Initial, Upgrade or Recurrent Training

Initial or Recurrent Training

If, after the normally allotted time for training in a Step in initial or recurrent training, the Flight Crew Member is not recommended **for** the next Step or, if the candidate fails a Step, the following procedure **will** be followed:

- a) The Flight Crew Member will be thoroughly briefed on the standards to be met and the source of any needed study material.
- b) The Chief Pilot **will** be informed and a record of the occurrence and deficiencies will be inserted in the individual's training file.
- c) The Flight Crew Member will be given sufficient time to prepare for the next check regarding the Step.
- d) In the case of a failure regarding a check ride or line check, one additional training session will be given by a different instructor (if possible) prior to the second check ride or line check.
- e) If, after the additional training session the individual still cannot be recommended for a Step or fails to successfully complete a Step, the case will be reviewed by the Director of Flight Operations. Failure to be recommended for a second Step or failure to successfully complete a second *try* at the Step will be grounds for discipline, **up** to and including termination of employment.

NOTE 1: Extended training may be required should conditions be such that the company is unable to replicate the elements required to adequately assess the individual's performance under conditions typical of company operations. i.e., day only training due to Arctic summer, or take-off or landings in cross-winds.

NOTE 2: If training for an individual at any phase, is not progressing to a minimum acceptable standard, or if the flight safety is being impeded in any **way**, the company reserves the right to discontinue further training. The individual shall then meet with the Director of Flight Operations to discuss his/her options.

ARTICLE 21 PAY ADMINISTRATION

21.01 Pay Days

Pay-days shall be bimonthly and cheques will be issued on the last banking day prior to the 15th and the last day of the month.

21.02 Deductions

There shall be no deductions from wages unless authorized by the Flight Crew Member, statute, court, arbitrator award or this agreement. A list of deductions will be provided with each pay.

21.03 Overpayments

Where the Company is recovering an overpayment, said overpayment shall be deducted over the lessor of:

- \$300.00 per pay, or
- three (3) months

Where a Flight Crew Member is terminated, the entire overpayment **will** be deducted from the final paycheck.

21.04 Underpayments

Underpayments shall be paid on the first paycheck **after** discovery and verification. For underpayments of more than \$100.00, the Company shall provide, by separate cheque, payment within five **(5)** days after discovery and verification.

21.05 Pay Promession

Salary increments for a Flight Crew Member shall be effective on the anniversary date (as defined in Appendix B5), subject to his not having obtained an unsatisfactory performance evaluation within the three **(3)** months prior to such anniversary date. Where a Flight Crew Member has not receive a level increase due to an unsatisfactory performance evaluation, he shall be required to wait one (1) year prior to being eligible for such level increase.

21.06

Association Dues

- a) The company shall deduct every month from wages paid to each Flight Crew Member coming within the scope of this agreement, an amount equivalent to monthly association dues in such amount as may be decided by the Association and communicated in writing to the Company.
- b) Deductions shall commence with the first paycheque received by the Flight Crew Member.
- c) Where an error occurs in the amount of any deduction of dues from a Flight Crew Members wages, the Company shall adjust it directly with the Flight Crew Member. In the event of any mistake by the Company in the amount of remittance to the Association the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted shall terminate at the time it remits the amount deducted.
- d) The Association shall indemnify and save harmless the Company from any losses, damages, liabilities, or expenses suffered or sustained by the Company as a result of any such deductions or deductions from payroll.
- e) The Company shall remit to the Association not later ~~than~~ thirty **(30)** calendar days following the date of the deduction, a cheque for the deductions **plus** a reconciliation which shall show:
 - the Flight Crew Members name
 - gross earnings
 - dues deducted.
- f) The Company shall remit to the Association an amount equivalent to monthly Association dues for each Contract flight crew member. The amount shall be based upon the Level 1 pay scale for the position occupied by the Contract flight crew member.

ARTICLE 22 GENERAL**22.01 Agreement Provided**

The Company will provide each Flight Crew Member with a copy **of** this agreement. The cost of producing copies of the agreement will be borne by the Company. The size and method of producing this agreement shall be agreed to by the Company and the Association.

22.02 Company Mail Boxes

The Association may use the Company mail boxes to communicate with its members with a copy provided to the Company.

22.03 Deadheading Seat

All deadheading crew will be booked/listed on the flight and, wherever possible, will not be required to sit on other than a regular passenger seat.

22.04 Hostage and/or Missing

- a) A Flight Crew Member, who while lawfully engaged in Company business, becomes or is reported missing, interned, or held hostage, shall be **paid** his regular salary.
- b) This monthly compensation shall be credited to the Flight Crew Members account and shall be disbursed in accordance with a written directive **from** the Flight Crew Member.
- c) A Flight Crew Member shall not lose any pay **as** a result **of** the hijacking **of** any aircraft to which he **was** assigned on either **an** operational or deadhead basis.

22.05 Orders in Writing

All orders to Flight Crew Members involving a change in location or assignment, promotion, demotion, dismissal, lay-off, disciplinary action or leave of absence shall be made in writing.

22.06

Personal File

The Company shall maintain a personal file for each Flight Crew Member with a section containing all documents related to his employment performance. Upon reasonable request, the Flight Crew Member may review this section of his personal file with local management present. Passenger complaints and letters of reprimand shall be removed from the personal file after two (2) years and may not be used in subsequent discipline or discharge, provided there has been no similar incidence within the two (2) year time limit. Where a grievance has been filed, all documents pertaining to the grievance shall not be placed on an employee's personal file until such time that the grievance has been settled. **Any** document not seen by the Flight Crew Member will not be placed on a Flight Crew Member's personal file.

22.07

Rest Facilities

The following facilities will be provided for crew rest:

On Duty Layovers (Not during legal crew rest)

Up to 4 hours:	No specific facilities
4 to 8 hours:	1 large group lounge/suite, where local facilities exist

Off Duty Layovers (legal crew rest)

Single hotel room, where local facilities exist

As used above, "where local facilities exist" means that the Company will book single hotel rooms **for** Flight Crew Members whenever and wherever possible. **It** is understood that, where single rooms are not provided, male and female employees shall not be expected to share a room with each other.

22.08 Health and Safety Committee

- a) The Company and the Association agree to promote and encourage safety practices that will ensure the safety and health of all Flight Crew Members.
- b) Accordingly, the Company agrees that Flight Crew Members will be entitled to representation on the Company's Health and Safety Committee at locations where both Flight Crew Members and Committees are established.
- c) The Company shall cover the cost of any flight releases required for the Health and Safety Committee member to attend the Company's Health and Safety Committee meetings and will ensure that the Committee member will not suffer any loss of pay as a result of completing Health and Safety tasks at the direction of the Committee.
- d) The Company shall allow the Flight Crew Members to participate in the Company's Emergency Response Program where Flight Crew Members are involved.

22.09 Travel Benefits

Flight Crew Members shall continue to receive Company travel benefits in accordance with the Company's general policy and regulations established by the Company from time to time.

22.10 Loss of Company Manual

A Flight Crew Member shall pay for any manual lost or damaged because of his negligence (normal wear and tear excluded).

22.11 Residence

All non-rotational Flight Crew Members must reside within a maximum of one hour and fifteen (1:15) minutes traveling time by car to their home base.

22.12**Retirement Age**

A Flight Crew Member may take retirement when he has reached a combination of years of age and years **of** service which equals eighty (80) provided they have a minimum age of fifty-five (55), but shall be required to take his retirement at sixty-five (65) years of age, commencing on the first day of the month following his sixty-fifth (65th) birthday. This requirement may be waived for a Flight Crew Member by mutual consent of the Company and the Association.

22.13**New Equipment**

The wage rates and working conditions provided for in this Collective Agreement apply only to the Types **A**, Type B and Type C Aircraft presently utilized by the Company only in the Normal Scope of Business of the Company and only as presently designated (rotational/non-rotational).

Should the Company acquire any aircraft other than a Type A, Type B or Type C Aircraft, make a change in designation (rotational/non-rotational) or utilize the Type **A**, Type B or Type C Aircraft outside the Normal Scope of Business of the Company, other than pursuant to a Special Assignment, the Company **and** the Association shall meet to negotiate wage rates and working conditions applicable to flight crew members so affected.

Negotiation meetings will take place within fifteen **(15)** days of the request **of** one of the parties. In the event the parties fail to reach an agreement forty-five (45) days after the first negotiation meeting, or a longer period if so agreed to by the Company and the Association, the dispute shall be submitted to Arbitration as stipulated in Article 14 of this agreement.

It is agreed that the preceding provisions shall not prevent the Company from operating the aircraft at the expected date using temporary wage rates and working conditions determined by the Company. However, should these temporary wage rates and working conditions differ from those finally agreed to by the Association and/or the Arbitrator, the Company shall retroactively implement the agreed upon wage rates and working conditions for all Association members.

Upon introduction **of** an aircraft other than a Type A, Type B or Type C aircraft, the Company may hire flight crew member on a Contract **Basis** to operate the new equipment and the provision of Article 17.07 shall apply.

22.14

Registered Mail

- a) A notice to be given under this Agreement **by** registered mail or given **by** registered mail shall **be** deemed to have been received on **the** fifth (5th) Business Day following the date the notice was sent **by** registered mail.
- b) A notice given by hand shall be deemed to have been received on the day it was given.

ARTICLE 23 ASSOCIATION/MANAGEMENT MEETINGS

23.01 Purpose

The Association and the Company agree to hold meetings to 'discuss matters of mutual interest.

23.02 Location

All meetings will be held in Ottawa unless otherwise agreed by the Company and the Association.

23.03 Agenda Exclusions

Topics for discussion shall not include matters submitted for grievance or arbitration in accordance with ~~the~~ applicable procedures.

23.04 Agenda

Suggested agenda topics will be submitted to the parties at least one (1) week prior to the meeting. By mutual agreement, additional topics may be added to any agenda, at any time.

23.05 Minutes

The **Company** shall record the minutes, which shall be circulated to the Committee members.

ARTICLE 24 HUMAN RIGHTS CLAUSE

24.01 Discrimination

The Company will not discriminate in any manner against a Flight Crew Member because of race, national or ethnic origin, colour, religion, age (except as it applies to normal retirement age), gender, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or Association activity.

24.02 Sexual / Personal Harassment

The Company recognizes the right of all employees to employment free of sexual and/or personal harassment. All matters concerning sexual and/or personal harassment **will** be dealt with in a confidential manner in accordance with Company policy.

ARTICLE 25 SAVINGS CLAUSE

25.01 Legal Obligation

Should any Article or provision or **part** of this agreement be void by **reason** of being contrary to the **law**, the remainder of this agreement shall not be affected thereby.

25.02 Company Obligation

Where the provisions **of** this agreement are in conflict **with** Company regulations, the provisions of this agreement shall apply.

ARTICLE 26 SUCCESSOR RIGHTS / ACQUIRED RIGHTS**26.01 Successor Rights**

In the event that the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the certificate issued by the Canada Labour Relations Board then in effect shall not be affected in any way, except **as** otherwise governed or directed by the Board.

26.02 Acquired Rights

The parties agree that there are no acquired rights other than those listed below:

1. Notwithstanding that Pat Doyle (Director of Flight Operations) and Chuck Montgomery (Assistant Director of Flight Operations) presently hold Non-Flying Positions, each of them, for as long as he holds his present position, shall be entitled to the same seniority rights as a Flight Crew Member holding **a** Supervisory Position.
2. Notwithstanding Articles 1.01 and 2.04, Russ Bomberry shall remain a Contract Pilot with the Company and the Company shall be required to submit Association dues for him as per Article 21.06 (f). In addition he shall remain on the Seniority List and may, at his discretion, become an employee and all past years of service shall be recognized.
3. Notwithstanding Article 1.01, Ron Bowes shall ~~remain~~ on the Seniority List will full rights of a Flight Crew Member in the bargaining unit save and except for pay and **block** rules.
4. Notwithstanding anything to the contrary in this agreement, Don Popert shall only be required to perform his regular rotations and training. Any request **by** the Company to have Mr. Popert work in excess of this amount shall be subject to his concurrence.




ARTICLE 27 TERM OF AGREEMENT

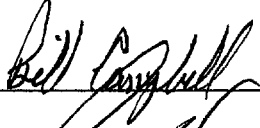
27.01


This Agreement shall come into force on January 1, 1998, save and except for Articles 4.01.1, 4.04, 4.06.2, 4.07, 6.0, and 8.02 which shall come into effect as of January 21, 1998, and shall continue to remain in effect until December 31, 2000. It shall automatically be renewed without modifications, year by year thereafter, unless one of the parties advises the other **within** ninety (90) days prior to its expiration date, of its intention to renew with modifications. Negotiations shall commence within thirty (30) days of such notice. In the event of such notification this Agreement shall remain in effect during the negotiations of such new agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED **THIS** AGREEMENT ON THE 21ST DAY OF JANUARY, 1998 AT OTTAWA, ONTARIO.


**FOR:-
BRADLEY AIR SERVICES**




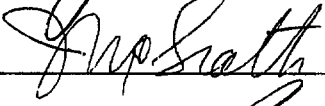


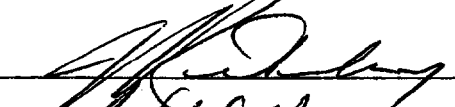



**FOR:-
FIRST AIR PILOTS ASSOCIATION**











LETTER OF UNDERSTANDING #1 FLIGHT ENGINEERS

It is specifically recognized by the parties that the position of Flight Engineer may become redundant. In recognition thereof, the parties agree to the following:


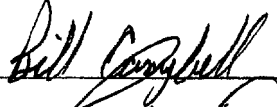
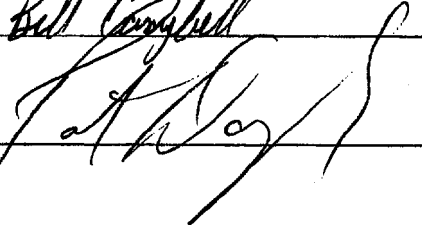
- a. Notwithstanding sub-article 18.02, none of the Flight Engineers on the seniority list as of December 31, 1997 (hereinafter the "December 31 Flight Engineers") shall, in a **lay-off** situation, be laid-off prior to a Second Officer with less seniority;
- b. Notwithstanding paragraph (a) above, the Company may lay off Flight Engineers when a position in the Company becomes available for which all Flight Engineers would be qualified and which is at least a minimum level 7 salary scale;
- c. When a position becomes available for which all Flight Engineers would be qualified, such position shall, if the Company decides to exercise its lay-off right as provided for above, be offered to all Flight Engineers in order of seniority. If no Flight Engineer accepts the offer, the Flight Engineer with the least seniority shall be laid off;
- d. Any Flight Engineer laid off for any reason would only be subject to recall for a Flight Engineer position if and when required;
- e. Serious consideration shall be given by the Company to any Flight Engineer who applies for a vacant position with the Company whether as a management position (i.e., Maintenance Supervisor) or an administrative position (i.e., Maintenance Controller, Maintenance Instructor, etc.) or flight crew position. However, the Company **shall** have the ability to choose the best qualified candidate for the job;
- f. When a Flight Engineer has opted to take another position within the Company whether pursuant to paragraph (c) or paragraph (e) above which is lower paying than his Flight Engineer position, the company shall pay such Flight Engineer an inducement bonus as follows:
 - i) for a Flight Engineers with five **(5)** or less years in that position: the difference between the two job salaries for a period of two (2) years or
 - ii) for a Flight Engineers with more than five **(5)** years in that position, the difference between the two job salaries for a period **of** three **(3)** years;
- g. When a Flight Engineer who has taken another position in the Company pursuant to the foregoing mutually agrees to act as a Flight Engineer on a flight he shall receive, in addition to his salary for the position **he** then holds, a flight bonus equal to \$30.00 per hour.
- h. The Company shall not have the right to lay-off a December 31 Flight Engineer pursuant to paragraph (c) above if, following such lay-off, the number of December 31 Flight Engineers remaining on the seniority list would be less than the number of aircraft requiring a third flight crew member or **six** (6), whichever is the lesser number;

The December 31 **Flight** Engineers are the following:

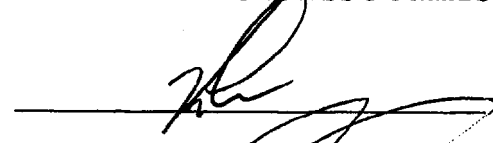
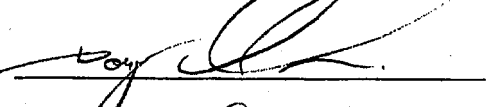
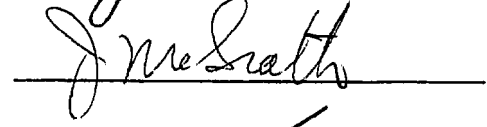


E. Cordner - Chief F/E
F. Argue
D. Lamport
R. Mugford
S. Farnworth
M. Congreves
K. Heslop
T. Tkachuk
P. Pianosi
D. Graham
M. McMullen
H. Smulders

DATED this 21st day of the month of January, 1998.

**FOR :-
BRADLEY AIR SERVICES**

**FOR:-
FIRST AIR PILOTS ASSOCIATION**

LETTER OF UNDERSTANDING #2
SPECIAL ASSIGNMENT

When a Special Assignment arises, the Company agrees to meet with the Association for the purpose of negotiating terms and conditions of such work. It is the intent **of** both parties that Special Assignments shall respect **as** much as possible, the terms and conditions of the Collective Agreement and give preference to Flight Crew Member's who may otherwise be displaced were the work not to exist.


Where the Company and the Association are able to reach agreement, such assignments will be filled by bids based on seniority and qualifications but subject to giving preference to Flight Crew Member's who may otherwise be displaced were the **work** not to exist.

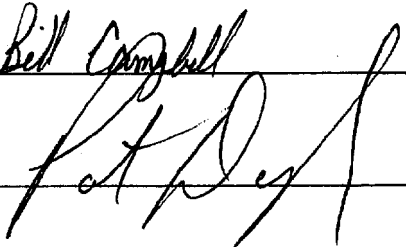
Where the Company and the Association are unable to reach an agreement, the Company shall have the right to offer its final position to all of its qualified Flight Crew Member's. No Flight Crew Member shall be required to accept such assignments.

Where the Company is unable to fill all or part of its needs for the assignment through the above methods, the Company shall have the right to hire flight crew member's from outside the bargaining unit to fulfill its requirements. Such flight crew member shall **be** offered no greater terms and conditions for the assignment than those offered to the Company's regular Flight Crew Member's nor shall they be part of the bargaining unit.


DATED this 21st day of the month of January, 1998.

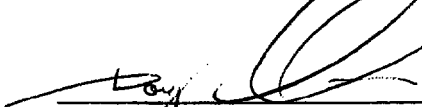
FOR:-
BRADLEY AIR SERVICES

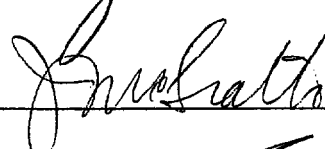






FOR:-
FIRST AIR PILOTS ASSOCIATION












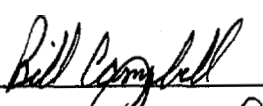
LETTER OF UNDERSTANDING #3
DASH 7

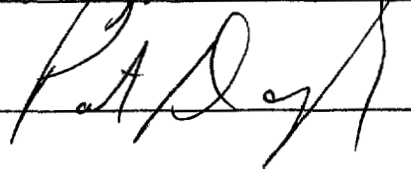
It is specifically recognized by the parties that the Dash 7 aircraft currently being operated by the Company for the Government of Canada is a "Special Assignment". The parties therefore agree that the working conditions pertaining to this contract shall remain unchanged, however, the pay scales for the positions of Captain and First Officer on this aircraft will be increased by 3%, 2% and 2% in 1998, 1999 and 2000 respectively.

DATED this 21st day of the month of January, 1998.

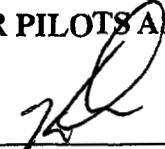
FOR:-
BRADLEY AIR SERVICES

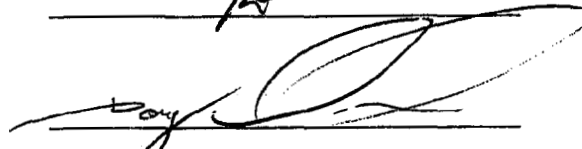


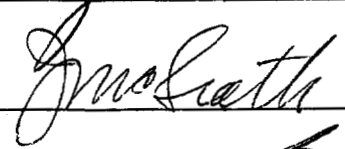






FOR-
FIRST AIR PILOTS ASSOCIATION











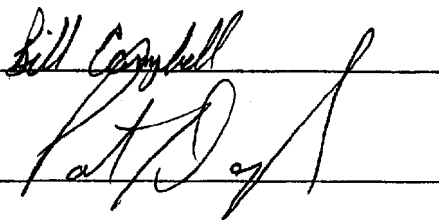
LETTER OF UNDERSTANDING #4

The First Air Pilots Association and Bradley Air Services Limited agree that in the event that matters in disagreement are submitted to a Board of Arbitration pursuant to article 3.03 of the Collective Agreement entered into between the parties on January 21, 1998, that the Board of Arbitration shall consider any demands made by the First Air Pilots Association or any demands made by Bradley Air Services Limited for concessions.

DATED this 21st day of the month of January, 1998.

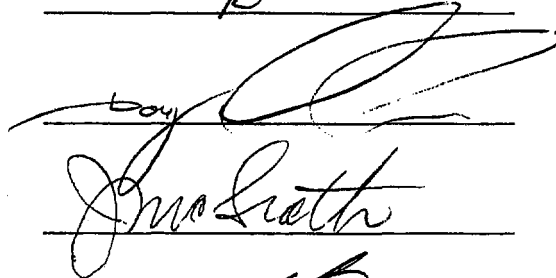
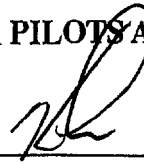
FOR:-

BRADLEY AIR SERVICES



FOR:-

FIRST AIR PILOTS ASSOCIATION



APPENDIX A - Pay Scales

A.1 PAY LEVELS

Each flight crew position has a pay scale consisting of eight (8) levels. The levels allow incremented pay increases for years 1-8 in each position and correspond to the learning curve when in that position. Pay shall be composed of a base salary and flying bonus comprised of flight and credited flight hours.

A.2 727 AND 737 MONTHLY BASE PAY

a) CAPTAIN

LEVEL	<u>1998 Base Per Month</u>	<u>1999 Base Per Month</u>	<u>2000 Base Per Month</u>
1	\$3,860	\$3,940	\$4,015
2	4,115	4,195	4,280
3	4,395	4,480	4,570
4	4,690	4,785	4,880
5	5,000	5,100	5,200
6	5,340	5,445	5,555
7	5,695	5,810	5,925
8	6,075	6,195	6,320

b) FIRST OFFICERS AND FLIGHT ENGINEERS

<u>LEVEL</u>	<u>1998 Base Per Month</u>	<u>1999 Base Per Month</u>	<u>2000 Base Per Month</u>
1	\$2,103	\$2,145	\$2,188
2	2,257	2,302	2,348
3	2,425	2,473	2,522
4	2,601	2,653	2,706
5	2,783	2,839	2,895
6	2,986	3,046	3,107
7	3,198	3,261	3,327
8	3,424	3,493	3,562

SECOND OFFICERS

<u>LEVEL</u>	<u>1998 Base</u>	<u>1999 Base</u>	<u>2000 Base</u>
	<u>Per Month</u>	<u>Per Month</u>	<u>Per Month</u>
1	\$945	\$965	\$985
2	1,040	1,060	1,080
3	1,130	1,150	1,175
4	1,220	1,245	1,270
5"	1,310	1,335	1,360
6*	1,400	1,425	1,455
7"	1,485	1,515	1,545
8*	1,575	1,605	1,640

*An additional \$300.00 will be added to these monthly amounts when the individual has **not** been able to bid on an alternative position because no alternative position has arisen for which he could bid through no fault of his own or should the Company require the **Flight** Crew Member to be held back for operational reasons.

A.3

727 AND 737 FLYING BONUS

In addition to the **above** noted monthly base salaries, **Flight Crew Members** on the B727 and B737 shall be **paid** the following bonus per credited flight hour:

<u>POSITION</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
CAPTAIN	\$35.50	\$36.21	\$36.93
FIRST OFFICER / F/E	24.00	24.48	24.97
SECOND OFFICER	9.45	9.64	9.84

HS748. AND G1 NORTH OF 55° NORTH LATITUDE

CAPTAIN ROTATING

<u>LEVEL</u>	<u>1998 Base Per Month</u>	<u>1999 Base Per Month</u>	<u>2000 Base Per Month</u>
1	\$1,953	\$1,992	\$2,032
2	2,084	2,126	2,168
3	2,215	2,260	2,305
4	2,347	2,394	2,441
5	2,478	2,527	2,578
6	2,609	2,661	2,715
7	2,740	2,795	2,851
8	2,872	2,929	2,988

b) CAPTAINS NON ROTATING

<u>LEVEL</u>	<u>1998 Base Per Month</u>	<u>1999 Base Per Month</u>	<u>2000 Base Per Month</u>
1	\$2,827	\$2,862	\$2,897
2	2,957	2,997	3,037
3	3,087	3,132	3,172
4	3,217	3,262	3,312
5	3,352	3,397	3,447
6	3,482	3,532	3,582
7	3,612	3,667	3,717
8	3,747	3,802	3,857

c) FIRST OFFICERS ROTATING

<u>LEVEL</u>	<u>1998 Base Per Month</u>	<u>1999 Base Per Month</u>	<u>2000 Base Per Month</u>
1	\$1,612	\$1,644	\$1,677
2	1,706	1,740	1,775
3	1,795	1,831	1,868
4	1,885	1,922	1,961
5	1,974	2,013	2,054
6	2,063	2,104	2,147
7	2,152	2,195	2,239
8	2,242	2,287	2,332

FIRST OFFICERS NON ROTATING

<u>LEVEL</u>	<u>1998 Base Per Month</u>	<u>1999 Base Per Month</u>	<u>2000 Base Per Month</u>
1	\$1,970	\$2,005	\$2,035
2	2,065	2,100	2,135
3	2,155	2,190	2,225
4	2,245	2,280	2,320
5	2,335	2,370	2,410
6	2,420	2,465	2,505
7	2,510	2,555	2,595
8	2,600	2,645	2,690

A S

HS748, AND G1 FLIGHT BONUS NORTH OF 55° NORTH LATITUDE

In addition to the foregoing monthly base salaries, **Flight Crew Members** operating the HS748 and G1 north of 55" north latitude shall be paid the following bonus per credited flight hour:

<u>POSITION</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
CAPTAIN	\$29.35	\$29.94	\$30.54
FIRST OFFICER	9.24	9.43	9.61

A.6

OTHER BONUS' HS748 AND G1 NORTH OF 55" NORTH LATITUDE

Other bonus' paid to HS748 and G1 **Flight Crew Members** are as follows:

- Rotating Captains - \$55.00 per day north
- Rotating First **Officers** - \$22.00 per day north

A.7

TYPE B GUARANTEED OVERTIME

The parties agree that included in the Type B base pay and/or per diems **is** one hundred and eighty (180) hours of guaranteed overtime pay. **As** a result these Flight Crew Members will not be eligible for extra overtime pay until they have exceeded **two** thousand **two** hundred and sixty (2260) hours **in** a year. For non-rotating Flight Crew Members, the foregoing shall be accomplished by providing an overtime bank of one hundred and eighty (180) hours on January 1 of each year. A non rotating Flight Crew Member's overtime bank will be decreased by the number of hours he works in excess of 173 per month. Once the bank has been depleted, the Company shall commence paying out all further overtime hours.

A.8 TWIN OTTER'S NORTH OF 55° NORTH LATITUDE

a) CAPTAIN - ROTATING

<u>LEVEL</u>	<u>1998 Base</u> <u>Per Month</u>	<u>1999 Base</u> <u>Per Month</u>	<u>2000 Base</u> <u>Per Month</u>
1	\$1,700	\$1,735	\$1,770
2	1,865	1,900	1,940
3	2,030	2,070	2,110
4	2,195	2,240	2,285
5	2,365	2,410	2,460
6*	2,530	2,580	2,630
7''	2,700	2,755	2,810
8*	2,875	2,930	2,990

b) CAPTAIN - NONROTATING

<u>LEVEL</u>	<u>1998 Base</u> <u>Per Month</u>	<u>1999 Base</u> <u>Per Month</u>	<u>2000 Base</u> <u>Per Month</u>
1	\$2,687	\$2,722	\$2,757
2	2,852	2,887	2,927
3	3,017	3,057	3,097
4	3,182	3,227	3,272
5	3,352	3,397	3,447
6*	3,517	3,567	3,617
7''	3,687	3,742	3,797
8*	3,862	3,917	3,977

c) FIRST OFFICERS - ROTATING

<u>LEVEL</u>	<u>1998 Base</u> <u>Per Month</u>	<u>1999 Base</u> <u>Per Month</u>	<u>2000 Base</u> <u>Per Month</u>
1	\$945	\$965	\$985
2	1,040	1,060	1,080
3	1,130	1,150	1,175
4	1,220	1,245	1,270
5	1,310	1,335	1,360
6	1,400	1,425	1,455
7	1,485	1,515	1,545
8	1,575	1,605	1,640

1) FIRST OFFICERS - NONROTATING

<u>LEVEL</u>	<u>1998 Base Per Month</u>	<u>1999 Base Per Month</u>	<u>2000 Base Per Month</u>
1	\$1,340	\$1,360	\$1,380
2	1,435	1,455	1,475
3	1,525	1,545	1,570
4	1,615	1,640	1,665
5	1,705	1,730	1,755
6	1,795	1,820	1,850
7	1,880	1,910	1,940
8	1,970	2,000	2,035

***NOTE:** Level 5 is the maximum Captain level that can be achieved unless the individual is offstrip qualified. Offstrip qualified is defined as having selected virgin landing sites on tundra, using 45 inch wheels/skis and on snow covered land, glaciers, and sea ice (both shore fast and moving pack) for at least two seasons.

A.9

TWIN OTTER FLIGHT BONUS' NORTH OF 55° NORTH LATITUDE

In addition to the above monthly base salaries, **Flight Crew Members** operating the Twin Otters north of 55° north latitude shall be paid the following bonus per credited flight hour:

<u>POSITION</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
CAPTAIN (small wheel)	\$22.00	\$22.45	\$22.90
CAPTAIN (offstrip)	31.50	32.00	32.50
CAPTAIN (floating sea ice)	47.25	48.00	48.75
FIRST OFFICER	11.03	11.25	11.48

A.10

OTHER BONUS TWIN OTTERS NORTH OF 55° NORTH LATITUDE

Other bonus' paid to twin otter **Flight Crew Members** shall be as follows:

- Rotating Captains - \$50.00 per day north
- Rotating First Officers - \$20.00 per day north

A.11 **KINGAIR/BEECH 99 NORTH OF 55° NORTH LATITUDE**

a) CAPTAIN - ROTATING

<u>LEVEL</u>	<u>1998 Base</u> <u>Per Month</u>	<u>1999 Base</u> <u>Per Month</u>	<u>2000 Base</u> <u>Per Month</u>
1	\$1,310	\$1,340	\$1,365
2	1,390	1,420	1,450
3	1,470	1,500	1,530
4	1,550	1,580	1,610
5	1,630	1,660	1,695

b) CAPTAIN - NONROTATING

<u>LEVEL</u>	<u>1998 Base</u> <u>Per Month</u>	<u>1999 Base</u> <u>Per Month</u>	<u>2000 Base</u> <u>Per Month</u>
1	\$2,297	\$2,327	\$2,352
2	2,377	2,407	2,437
3	2,457	2,487	2,517
4	2,537	2,567	2,597
5	2,617	2,647	2,683

c) FIRST OFFICERS - ROTATING

<u>LEVEL</u>	<u>1998 Base</u> <u>Per Month</u>	<u>1999 Base</u> <u>Per Month</u>	<u>2000 Base</u> <u>Per Month</u>
1	\$945	\$965	\$985
2	1,040	1,060	1,080
3	1,130	1,150	1,175
4	1,220	1,245	1,270
5	1,310	1,335	1,360
6	1,400	1,425	1,455
7	1,485	1,515	1,545
8	1,575	1,605	1,640

d) FIRST OFFICERS - NONROTATING

<u>LEVEL</u>	<u>1998 Base</u> <u>Per Month</u>	<u>1999 Base</u> <u>Per Month</u>	<u>2000 Base</u> <u>Per Month</u>
1	\$1,340	\$1,360	\$1,380
2	1,435	1,455	1,475
3	1,525	1,545	1,570
4	1,615	1,640	1,665
5	1,705	1,730	1,755
6	1,795	1,820	1,850
7	1,880	1,910	1,940
8	1,970	2,000	2,035

A.12 KINGAIR AND BEECH 99 FLIGHT BONUS ' NORTH OF 55" NORTH LATITUDE

In addition to the above monthly base salaries, **Flight Crew Members** operating the Kingair and Beech 99 aircraft north of 55° north latitude shall be **paid** the following bonus per credited flight hour:

<u>POSITION</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
CAPTAIN	\$21.00	\$21.45	\$21.90
FIRST OFFICER	9.24	9.43	9.61

A.13 OTHER BONUS KINGAIR AND BEECH 99 NORTH OF 55" NORTH LATITUDE

Other bonus' paid to **Kingair and Beech 99 Flight Crew Members** shall be **as** follows:

- Rotating Captains - \$50.00 per day north
- Rotating First Officers - \$20.00 per day north

A.14 BEAVER CAPTAINS

Captains operating **the** beaver aircraft north of 55" north latitude shall be paid their applicable monthly base pay and per diems and the **flying** bonus per credit flight hour shall equal \$15.70, \$16.00 and \$16.35 in 1998, 1999 and 2000 respectively.

APPENDIX B Pay Rules

B.1

STARTING LEVELS

- a) Save and except as provided for hereinafter, Flight Crew Members shall commence in each position on type at Level 1.
- b) A Captain on one type who progresses to the position **of** First Officer on another type shall receive credits of up to two (2) years of accumulated time as **a** Captain with the Company to determine his commencement level as a First Officer.
- c) Except in the case of a Captain on the Kingair and/or Beech 99 transferring to a Captain on the DHC-6, a Flight Crew Member transferring to a position of equal authority on the same Type (**A, B, or C**) of aircraft **shall** commence the new position at a pay level equal to the years of service within **that** Type.
- d) A Second Officer who progresses to the position of First Officer on a Type **A** aircraft may use their accumulated time as Second Officer to determine the commencement level **as** First Officer.
- e) An individual with a current multi-engine instrument rating commencing employment in the Second Officer position shall begin at Level 3.
- f) The Company shall pay off strip qualified Captains on the DHC-6 at a level no less than that individuals years of service in the position, **up** to level 8.

B.2

TEMPORARY ASSIGNMENT

- a) A Captain assigned to temporary service as a First Officer will be **paid** at his regular Captains rate.
- b) A Captain **who** requests **a** flight as First **Officer** (open flying) **will** retain his Captains base pay and will receive First Officer flight pay.
- c) A First Officer with Captain's qualifications assigned to temporary service as a Captain **will** receive his normal First Officers pay plus:
 - the difference between a Level One Captain's base rate and his base rate, and
 - the difference between **a** Captains flight pay and his flight pay **for** the days worked in **the** Captain's position.
- d) A Flight Crew Member who is expected to operate two or more aircraft types at the same level of authority shall receive the higher base pay of the aircraft types and shall receive flight pay relative to the aircraft flown.

B.3

PILOTS DISPLACED DUE TO REGRESSION

Flight Crew Member's assuming a position due to regression will be able to assume the pay level equal to the number of years in an advanced position (1 to 8) added to the level previously held by that Flight Crew Member in the regressed position (0 to 8) up to level eight (8).

B.4

INITIAL TRAINING/UPGRADE

A Flight Crew Member moving onto a new aircraft type or upgrading to a new position on the same aircraft type will be paid at the appropriate level as of the date of his first revenue flight after being released to line duty when employed in that position.

B.5

ANNIVERSARY PAY

Except in the case where Flight Crew Member has progressed to a position of equal authority on the same aircraft Type and as a result has triggered a change in position in which anniversary date shall remain unchanged, a Flight Crew Member's anniversary date for pay level purposes is considered to be the date upon which the first line/item check for that position was submitted.

B.6

MINIMUM ANNUAL PAY

In addition to his annual base salary, a Flight Crew Member on the Type B and Type C aircraft who is available for the whole year shall be paid for a minimum of 680 flight hours per year (includes credited flight hours).

Any shortfall shall be made up by the Company at year-end.

A Flight Crew Member who leaves the Company during the course of the year shall not be entitled to any shortfall.

B.7

OVERTIME

- a) For Type C aircraft and non rotating Type B aircraft Flight Crew Members each duty hour in excess of 173 hours in a month shall be paid at the rate of 1.5 times ~~the~~ regular duty hour rate. (Type B Flight Crew Members note A.7)
- b) For Type A and rotating Type B Flight Crew Members, each **duty** hour in excess of 2080 in a year shall be paid at the rate of 1.5 times the regular duty hour rate. (Type B Flight Crew Members note A.7)
- c) For rotating Type B Flight Crew Member's, all hours worked on every day in *excess* of two hundred and twenty (220) days in a year shall be paid at the rate of 1.5 times the regular duty hour rate.

Note: The above calculations cannot result in a Flight Crew Member being paid overtime on overtime. **Only** one of (b) or (c) shall apply.

- d) Type C and non rotating Type B Flight Crew Members required to work on a GDO (drafted) shall be paid an additional 1.5 times the regular duty hour rate (even if he has not worked in excess of 173 hours in a month). However, such hours shall not be added to the other hours worked by the Flight Crew Member during the month (i.e., no double dipping for overtime).
- e) Type C aircraft and non rotating Flight Crew Members who bid for open flying on a GDO shall not be eligible for pay pursuant to (c) above; but such duty hours shall be added to the other hours worked by the Flight Crew Member during the month.
- f) Overtime duty hours shall be paid **by** the Company in the month following the month in which they were earned.

B.8

ADMINISTRATIVE DUTIES

A Flight Crew Member assigned to administrative duties will receive a duty hour credit for each hour worked and a flight hour credit of **four (4)** hours.

B.9

DEADHEAD

In addition to any other pay and duty credits he may receive on a rotational day a rotating Flight Crew Member shall receive two (2) flight pay credits and actual duty hour credits for both his rotation north and south.

In addition to his working hour credits, a non rotating Flight Crew Member shall receive flight pay credits for deadheading as follows:

- a) Two (2) flight hour credits when legal crew rest is required prior to the work assignment after positioning from an individuals base, and
- b) Where the duty period has been extended to deadhead a Flight Crew Member home, the Flight Crew Member will receive a flight hour credit for each hour in excess of fourteen (14) to a maximum of four (4).
- c) Where a Flight Crew Member deadheads home after a crew rest, he shall receive two (2) flight hour credits for that day.

B.10

LAYOVER

Layover period is considered to commence ten (10) hours after the duty period ends at a destination other than the Flight Crew Member's home base. A Flight Crew Member shall receive a duty hour credit for each eight (8) hours of layover and one (1) flight hour for each complete consecutive twelve (12) hour layover period. The foregoing is not applicable to rotating Flight Crew Members nor Type A aircraft Flight Crew Members.

B.11

MINIMUM DAY

A Type C and non rotating Type B Flight Crew Member working a minimum day shall receive a duty hour credit for each hour worked and a minimum of four (4) flight hours. Type A aircraft Flight Crew Members may be eligible for a minimum day credit when determined by commercial operations.

A minimum day shall not apply to deadheads.

B.12

LOSS OF BLOCKED FLIGHT

Type C aircraft and non rotating Flight Crew Members who lose a blocked flight due to cancellation, amalgamation or operational disruptions may be reassigned and if at month end these hours have not been made up, shall be paid for all hours that have not been made up. They will however, receive two (2) duty hour credits for a day where they came in to work but were unable to work as a result of the foregoing.

The actual hours worked will be recorded on the monthly working record.

B.13

STANDBY

- a) Type C and non rotating Flight Crew Members on Standby Duty shall be on call at all times during the scheduled Standby Duty period. A Flight Crew Member on Standby shall be credited with one hour of duty for each three hours or part thereof of actual duty, and one hour of flight credit for each **six** hours or part thereof of actual duty but no less than a minimum of 2 flight credits per standby day.
- b) A Flight Crew Member who **works** on a Standby day will receive the greater of the duty and flight credits for standby or the duty and flight credits for the assignment, but not both.
- c) For Type C and non rotating Flight Crew Members, standby days shall be a minimum of twelve (12) hours except where the Flight Crew Member is released at his own request.

B.14

OVERLAP FLIGHTS

Overlap flights from the previous month **will** be credited to the month in which the flight commenced. **An** overlap flight is deemed to finish at the end of the duty period that overlapped into the new month.

B.15

TRAINING

- a) **A** Flight Crew Member receiving initial training will be credited with eight (8) **duty** hours and three (3) flight hours for each day during classroom instruction, CPT and simulator. This is not applicable to new hires.
- b) **A** Flight Crew Member receiving recurrent training will be credited with (8) duty hours and three (3) flight hours for each day of classroom instruction and **six (6)** duty hours and three (3) flight hours for each day at simulator.
- c) Flight crew members undergoing aircraft flight training shall be paid as follows:
 - B727/B737** - All positions - three (3) flight hours per day
 - HS748/G1** - Captains \$30.00/flight
 - First Officers - \$15.00/flight
 - DHC-7 and Small Aircraft** - **All** positions 0In addition to the actual flight hour, training Captains for all aircraft types **will** be paid an additional 1.5 **flight** hours.
- d) Flight Crew Member who **are** designated as training pilots shall receive the following additional amounts (including line indoctrinations and line checks):

Type C

Check A - **\$75.00/day**

Check B - **\$60.00/day**

Check Engineer - \$65.00/day

Training Pilot - \$40.00/day

Type B

Check A - **\$65.00/day**

Check B - **\$55.00/day**

Training Pilot - \$40.00/day

Type A

Check Authority - \$2,500 per annum

B.16

STATUTORY HOLIDAYS

Statutory Holidays will be built into the blocks and designated by an H. Where a Statutory Holiday has occurred during a rotational Flight Crew Members time on rotation, the first day(s) off rotation shall be deemed the Statutory Holiday.

B.17

VACATION

See Articles 10.05 and 10.06.

6.18

TABLE OF FLIGHT AND DUTY HOUR CREDITS

	<u>Duty Hours</u>	<u>Flight Hours</u>
Flight Day	actual (plus 1 hour before and 15 minutes after)	actual
Reserve	0	0
Standby	1 in 3	1 in 6
Trainer (Ground)	actual	actual duty hours
Training Day	8	3
Trainer (Sim)	8	5.5
Simulator	6	3
Trainer (Flight)	actual	1.5 + flight time
Statutory Holiday	8	0
Deadhead	actual	2
Layover	1 in 8	1 per complete 12
Administration	actual	4
Minimum Day	actual	4

APPENDIX C Block Rules

C.1

OBJECTIVES

The fundamental objectives of the-block rules are as follows:

- a) To provide an orderly and equitable method of flight assignment consistent with the principles of efficient and cost effective operation and the principles **of** seniority as set out in this agreement.
- b) To provide Flight Crew Members with the rest required for the performance of their duties.
- c) To provide coverage for all flights in a direct and efficient manner.
- d) These rules envision that Flight Crew Members will have the necessary qualifications to operate the blocked flights, standby or reserve duty to which they may be assigned.

C.2

Blocks for Type A and rotating Type B aircraft will be built and assigned by the Chief Pilot and/or Base Manager and shall be built in accordance with Canadian Air Regulations.

C.3.1

REVISIONS

The block rules shall be subject to revision by agreement between the Association and the Company.

C.3.2

DISCUSSION

The Association or the Company may reopen the block rules for discussion at any time upon written notice.

C.3.3

CONTINUITY

Where notice to reopen the block rules for discussion is provided and no agreement can be reached, the block rules shall continue in full force and effect.

C.4

REGULATIONS GOVERNING SCHEDULING AND BLOCKS

Flight Crew Members on Type C aircraft and non rotating Flight Crew Members must reside within a maximum of one hour and fifteen minutes (1:15) travelling time of their assigned base. Flight Crew Members on Standby duty will furnish the Company with telephone contact information where they may be reached.

C.5.1 BLOCK PREPARATION

The block rules outlined in this section shall be used in the establishment and preparation of the Type C aircraft and non rotating Type B aircraft flight blocks.

C.5.2 DISTRIBUTION OF BLOCKS

- a) The Company will furnish all Type C aircraft and non rotating Flight Crew Members with a copy **of** the blocks no later than the twentieth of the month. This deadline may be extended by mutual agreement between the Association and the Company.
- b) A quarterly **schedule** shall be published for rotating Flight Crew Members.
- c) A covering letter, if required, will be published with the blocks and will include the following information:
 - i. Vacation and/or General Holiday Periods
 - ii. Approved Leaves ~~of~~ Absence
 - iii. Station Designators
 - iv. Names of Flight Crew Members requiring training during the month
 - v. Date and time of bid closure
 - vi. Association releases
 - vii. Other information management feels to be important

C.5.3 KNOWN FLYING

All known flying out of a home **base for the** month will be blocked. For rotating **Flight** Crew Members, the senior base pilot and/or base manager will assign flights daily to crew members.

C.5.4 RESERVE

Where applicable, reserve days will be blocked and designated by an R.

C.5.5 STANDBY

Standby days for Type C aircraft Flight Crew Members will be blocked and designated by S(m) for standby from 05:00 local to 17:00 local and S(e) for standby from 17:00 local to 05:00 local. Where applicable, standby days will be blocked and designated by an S for non rotating Flight Crew Members. The foregoing times may **be** changed to meet operational requirements upon prior notification to the Flight Crew Member(s) affected. Standby duty will never exceed sixteen (16) hours in a twenty-four **(24)** hour period.

Standby days for non-rotating Type.B Flight Crew Members shall be blocked and the hour at which standby is to commence noted on said block. Standby shall be deemed to have commenced at said time and shall continue for a consecutive twelve (12) hour period unless the Flight Crew Member has been notified otherwise prior to the Standby day (i.e. change of start time or duration).

C.5.6 REVISIONS

Where applicable, revisions to pairings will be done prior to bidding periods, whenever possible.

C.5.7 GUARANTEED DAY OFF

- i. Where applicable, all blocks will indicate guaranteed days off. These days shall be identified by a slash and at least six (6) of these days shall be scheduled in periods of not less than forty-eight ~~(48)~~ hours duration.
- ii. Type C aircraft and non rotating Type B blockholders shall receive a **minimum** of ten (10) guaranteed days off per month at their home base. If a Statutory Holiday is to be included in this time, it will be so designated.

C.5.8 MONTHLY ACTIVITY RECORDS

The record of each Flight Crew Members accumulated monthly activity shall be maintained by the Company and made available to the Flight Crew Members concerned, on request.

C.5.9 ASSIGNED BLOCKS

Individual blocks will be built and assigned for Type C aircraft and non rotating Flight Crew Members who:

- a) are on vacation
- b) required to train or are required for training
- c) are assigned special office duty
- d) have end of month block overlaps
- e) have requested association releases
- f) are returning and/or leaving part way through a month due to a leave of absence and/or **illness** or disability.

C.5.10 BLOCK INCLUSIONS

Blocks will include guaranteed days off, reserve days, standby days, flights/flight pairings, vacation, training and administrative days.

C.5.11 MONTHLY FLIGHT TIME LIMITATION

Blocks will be built as close to maximum monthly flight time limitations as practical.

Flight Deck time limitations will be in accordance with Transport Canada maximums as published in CARs 700.15.

C.6 **BLOCK BIDDING AND AWARDING**

C.6.1 **BLOCK AWARDS**

Unless otherwise noted in this contract, seniority **will** govern the awarding of blocks.

C.6.2 **BID**

Flight Crew Members shall submit bids, in writing, before the closing date and time, to Crew Scheduling. Telephone bids will be accepted for extenuating circumstances.

C.6.3 **RETURN TO DUTY**

Where a Flight Crew Member is returning from short-term disability, long-term disability or worker's compensation, he must notify crew Scheduling prior to the **15th** of the month of his intention to return to **flying** duties **the** next month.

C.6.4 **ERRORS**

Errors discovered after the blocks are published, distributed and/or awarded **will** be corrected in a manner consistent with **this** agreement. Affected **Flight** Crew Members shall be notified as soon as possible after the error is corrected.

C.6.5 **LATE BID**

- a) A bid submitted after a bid deadline shall be accepted but shall not be considered until all **bids** submitted before the deadline have been exhausted.
- b) A Flight Crew Members ~~who~~ submits an invalid bid or does not bid at all will be assigned to cover any un-bid block.

C.6.6 **BID PERIOD**

A bid period will be not less than five (5) days.

C.6.7 **AWARD PERIOD**

Blocks will be awarded within two **(2)** days after the bids have closed.

C.6.8 **AWARD POSTING**

Block Awards will be posted in a prominent place.

C.6.9 PRO-RATION FOR PARTIAL MONTHS

Days Available	Working Time	G.D.O.
1	5.8	0
2	11.5	0
3	17.3	1
4	23.1	1
5	28.8	1
6	34.6	2
7	40.4	2
8	46.1	2
9	51.9	3
10	57.7	3
11	63.4	3
12	69.2	4
13	75.0	4
14	80.7	4
15	86.5	5
16	92.3	5
17	98.0	5
18	103.8	6
19	109.6	6
20	115.3	6
21	121.0	7
22	126.9	7
23	132.6	7
24	138.4	8
25	144.2	8
26	149.9	8
27	155.7	9
28	161.5	9
29	167.2	9
30	173.0	10
31	173.0	10

C.7 **DRAFT PROCEDURES**

C.7.1 **DRAFT DEFINITION**

The involuntary assignment of a Flight Crew Member to duty on a guaranteed day off.

C.7.2 **DRAFT PROCEDURES**

Crew Scheduling is responsible to produce blocks that will ensure appropriate days off and coverage for all flights within a month. Situations may arise that will require Flight Crew Members to be drafted into work. A Flight Crew Member shall not refuse a draft for reasons of personal convenience. Drafting will only be used after all other methods to crew a flight (e.g. Standby, Open **Bidding**, Reserve Days) have been exhausted.

Where a Flight Crew Member has been drafted, the Company shall be responsible to provide transportation to and from the airport at the Flight Crew Member's request or, the Flight Crew Member may elect **to claim** transportation allowance of \$0.33 per kilometre for the distance from the Flight Crew Members principle residence to and from work.

C.7.3 **DRAFT ORDER**

The most junior Flight Crew Member, who in the Company's opinion will have their schedule the least disrupted, will be drafted first.

C.8 **DUTY PERIOD**

C.8.1 **DUTY PERIODS**

- a) A duty period shall commence one (1) **hour** prior to scheduled departure (i.e. blocks off) at all bases and continues until fifteen (15) minutes after landing (i.e. blocks in).
- b)
 - i) The reporting time in (a) above, either at home base or away from base may be rescheduled to be greater or less provided that the Flight Crew Member does not have his legal crew rest reduced.
 - ii) Where the reporting time has been rescheduled to be greater than that in (a) above, the duty period **will** commence at the earlier reporting time.
 - iii) Where the reporting time is reschedule to be less than in (a) above, duty time for pay purposes **will be** deemed to commence one (1) hour prior to scheduled departure time.

C.8.2 DEADHEAD FLIGHTS

For deadhead flights, the duty period shall commence one (1) hour prior to scheduled departure and shall terminate fifteen (15) minutes after ramp arrival. In the case of deadhead by surface transportation, the **duty** period shall commence at the **start** of the trip and will terminate **upon** actual arrival **at** destination.

C.8.3 REVISION IN REPORTING TIME

Where the scheduled departure time **has** been revised and the Flight Crew Member has been notified of the revision prior to his reporting time, the duty period commencement shall reflect **such** revised departure time.

C.8.4 MAXIMUM DUTY PERIOD

- a) The maximum scheduled duty period shall be fourteen **(14)** hours.
- b) The maximum duty period shall be seventeen (17) hours if in the view of the Captain **upon** consultation with the other Flight Crew Members it is safe to do so.
- c) The duty period in (a) and (b) above may be extended in order to deadhead Flight Crew Members home after **a** flight.

NOTE: The above limitations may be extended when the Pilot-In-Command considers it safe to **do** so and the flight is conducted for:

- i. Search **and** Rescue activity
- ii. The provision of relief in case of distress
- iii. The preservation **of** a human life

C.8.5 RELEASE FROM DUTY

Where a Flight Crew Member has elected not to exceed Article C.8.4 (a) (b) or (c), the Company shall bear the costs incurred for hotel accommodation and/or meal expenses while away from **his** assigned base.

C.8.6 CALL-IN PROCEDURE

Flight Crew Members will be required to call in two (2) **hours** before flight departure at home base. **A** Flight Crew Member **shall** be replaced if he fails to call in **at** the required time and he will not be entitled to **the** duty or flight hours **missed**. The call in time may be reduced to one and a half hours (1 ½) before flight departure for specific operations (i.e. Emery).

C.9 **REST PERIOD**

C.9.1 **MINIMUM DURATIONS**

Blocks will be built with at least twelve (12) hours between flights at home base, and ten and a half (10½) hours between flights away from home base. The Company reserves the right to reduce these times providing the Flight Crew Member receives eight (8) hours of prone rest.

C.9.2

Minimum rest periods may not be interrupted, except for the purpose of conducting a medical emergency flight. When a minimum rest period has been interrupted, the Flight Crew Member shall be considered to be on continuous duty until he receives the minimum legal rest period.

C.10 **OPEN FLYING**

C.10.1 **NOTIFICATION**

Crew Scheduling shall maintain a current list of open flights.

C.10.2 **BIDDING FOR OPEN FLYING**

Flight Crew Members may bid for open flights indicated in the Open Flying Book or for open flights that may become available in the future.

C.10.3 **COMMITMENT**

Once awarded an open flight, the Flight Crew Member will be deemed to be scheduled on the flight.

C.10.4 **ELIGIBILITY**

Flight Crew Members shall be eligible to bid for open flying when:

- a) He has the necessary off-duty rest period.
- b) He will be able to operate his next flight or flight sequence.
- c) He will have the necessary days off to do the flight or flight sequence.
- d) He has the necessary qualifications.

NOTES:

- 1. If all the above criteria are met then the flight will be awarded by seniority. This does not preclude First Officers from bidding on a Captain's flight, if they hold a current Captain's PPC.
- 2. Captains may bid for open First Officer flying, however, they will only be used if no other First Officer is available.

Open flying will be awarded no later than twenty-four (24) hours prior to the scheduled departure of a flight.

C.10.5 AVAILABILITY

Flight Crew Members may call Crew Scheduling to query open flights and to place their bid for open flights desired.

C.11 REMOVAL/REASSIGNMENT

C.11.1 REMOVAL

A Flight Crew Member may be removed from a flight at Company request:

- a) To avoid duty day limitations
- b) To attend or conduct training
- c) Due to misconnection
- d) Due to cancellation or delays in his or other flights of the Company
- e) For Management training reasons
- f) For line indoctrination purposes of another flight crew member

C.11.2 REASSIGNMENT

In the event that, due to operational disruptions, a Flight Crew Member is removed from a flight, Crew Scheduling will have the opportunity to reassign the individual to other duty within the block.

C.12 STANDBY/RESERVE

C.12.1 OPEN FLYING

Flight Crew Members on Standby day may be assigned to cover open flight.

C.12.2 COMMITMENT

- a) A Flight Crew Member on Standby Duty shall be on call at all times during the scheduled Standby duty period.
- b) A Flight Crew Member scheduled on Standby must indicate to Crew Scheduling where he can be located at all times when he is subject to call, **if** he is not available at their company listed number.
- c) Two (2) company calls for Standby Duty shall be made to a Flight Crew Member on standby duty if necessary. Such calls to be fifteen (15) minutes apart. If the Standby Flight Crew Member is not contacted, he will be deemed unavailable (subject to discipline).
- d) Crew Scheduling may, on a discretionary basis and subject to operational requirements, grant a Flight Crew Member on Standby Duty a release for ail or part of a Standby Duty Day.

C.12.3 RESERVE

- a) A Flight Crew Member not on Operational Duty, Standby Duty, Vacation, or a Guaranteed Day Off is on a Reserve Day.
- b) A Flight Crew Member on a Reserve day is required to contact Crew Scheduling (or Dispatch, after hours) at 08:00 local to determine if they are required for Duty. Crew scheduling must upgrade the Flight Crew Member to Standby, Flight Status, or release the individual from duty.
- c) Where a Flight Crew Member has not complied with (b) above, he shall remain on call.

C.13 FLIGHT SWITCH

C.13.1 PROCEDURE

The request for a flight switch must be submitted to Crew Scheduling, signed by both Flight Crew Members, with a minimum of forty-eight (~~48~~) hours in advance of the **first** day involved in the switch. Crew Scheduling shall approve or reject the request in writing to both Flight Crew Members' mailboxes. Flight Crew Members may check with Crew Scheduling **by** telephone as to whether their request has been approved or rejected.

C.13.2 CONDITIONS

In assessing the request for a flight switch, Crew Scheduling will assess the possibility of an operational disruption due to the proposed exchange and will normally grant **the** request if operational disruptions are unlikely to occur, and CARs regulations are met.

C.14 ORDER OF FLIGHT ASSIGNMENT

C.14.1 ORDER

The order of flight assignment for Flight Crew Members shall normally be as follows:

- i. The Flight Crew Member blocked for the flight
- ii. Flight Crew Member subject to reassignment
- iii. Flight Crew Member in open flying
- iv. Flight Crew Member on standby/reserve
- v. Draft

Options (ii) through (v) will be based on the least disruptive to that month's blocks.

Only after the above options have been exhausted will the Company consider using a Captain for a First Officers flight, or a Captain qualified First Officer for a Captain's flight.

JAN 22 3 49 PM '98

Copies	cc DW-CM
Group / Groupe	Human
Action	Info
Prio	LRDR
Signature de / of	
Accusé / Acknowledgement	oui <input type="checkbox"/> non <input checked="" type="checkbox"/>
Échéance / Due Date	Info
# dossier / File #	206085-1
NC / ID	820418

Ottawa, January 21, 1998

The Honourable Lawrence MacAulay
Minister of Labour
Place du Portage
165 Hôtel de Ville,
Phase II, 11th Floor
Hull, Quebec
K1A 0J2

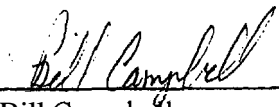
Subject: Bradley Air Services Limited (First Air) and the First Air
Pilots Association, Your file # 555-04173

Dear Minister MacAulay:

Pursuant to section 115 of the Canada Labour Code, **we** hereby forward you two (2) copies of the Collective Agreement executed between the undersigned on **January 21, 1998**.

Trusting this filing is satisfactory, we remain

Yours truly,



Bill Campbell,
Director, **Human** Resources
Bradley Air Services Limited



Ken Lee,
President, First Air Pilots Association

EMPLOYER(S): Bradley Air **Services** Limited, **carrying** on
business as **First Air**

LOCATION: Carp, Ontario
613-839-3340

UNION(S): First Air Pilots' Association

BARGAINING UNIT: 133 pilots

EXPIRY DATE: January 1, 1998 to December 31, 2000

INDUSTRY TYPE: Airlines

RELATIONSHIP CODE: 2612

REMARKS: Certified June 23, 1997 (555-4173)

FIRST AGREEMENT

UP DATE PER COLLECTIVE AGREEMENT.

105