

Collective Agreement  
Between



and



Term of Agreement:  
January 1st, 2006- December 31st, 2010  
**09804 (05)**

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## **PREAMBLE**

**WHEREAS** the Company and the Association agree to cooperate and to promote efficiency and performance of First Air, 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.

**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**

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**

The chain of command within the cockpit. A Captain has more Authority than a First Officer and a Flight Engineer/Second Officer. A First Officer has more Authority than a Flight Engineer/Second Officer.

**2.03      Block**

A predetermined monthly schedule for each Flight Crew Member.

**2.04      Blockholder**

A Flight Crew Member awarded or assigned a Block.

**2.05      Blocks In**

The time when the parking brake is set, upon completion of a flight.

**2.06      Blocks Off**

The time when the parking brake is released for the commencement of pushback or taxi for a flight.

**2.07      Business Day**

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

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

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

**2.10**                    **Day**  
A twenty-four (24) hour consecutive period.

**2.11**                    **Deadhead/Position/Rotate**  
Travel by air or surface transportation at Company request to meet the requirements of service.

**2.12**                    **Draft**  
The involuntary assignment of a Flight Crew Member to duty on a Guaranteed Day Off, or in the case of a Rotational Flight Crew Member the involuntary assignment of a Flight Crew Member to duty on a Rotational Day Off, beyond those listed in C.6 (c) (iii).

**2.13**                    **Flight Crew Member**  
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.

**2.14**                    **Flight Time**  
Means the elapsed time between actual ramp departure and actual ramp arrival of the aircraft.

**2.15**                    **Guaranteed Day Off**  
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.

**2.16**                    **Home Base**

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.

**2.17**                    **Month**

For the purposes of this Agreement, a "month" means a calendar month except that February shall be the period from January 31<sup>st</sup> to March 1<sup>st</sup> inclusive, each year.

For clarification, this results in January having 30 days, February having 30 days, except in a leap year when February would have 31 days and March would have 30 days.

**2.18**                    **Non-Flying Position**

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.

**2.19**                    **Normal Scope of Business of the Company**

For B727 B737 Aircraft - work located within Canada or the Continental United States.

For L382 Aircraft – work located worldwide.

For Type B Aircraft - work located within Northern Canada.

**2.20**                    **Northern Canada**

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

**2.21**                    **Open Flying**

A flight or series of flights not covered in a Block.

**2.22**                    **Position**

Consists of three elements: Title (Captain, First Officer, Second Officer, Flight Engineer); Aircraft (B737, B727, ATR-42, HS748, L382 etc.); Base. Therefore an example of a "Position" would be "Captain B727 YOW".

**2.23**                    **Probationary Period**

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.

**2.24**                    **Progression**

A move to a position of higher Authority and/or to a higher type of aircraft.

**2.25**                    **Regression**

A move to a position of less Authority and/or to a lower type of aircraft.

**2.26**                    **Regular Duty Hour Rate**

A rate which is calculated by dividing annual base pay by 2080 hours.

**2.27**                    **Special Assignment**

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.

**2.28**                    **Statutory Holidays**

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

**2.29**                    **Supervisory Position**

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.

**2.30**

**Type B**

The Hawker Siddeley 748 and ATR42.

**2.31**

**Type C**

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 publicized 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 a “notice to bargain” 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 (d) 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
<b>Breakfast</b>	0600-0830	\$10.00	\$13.00	\$13.00 *
<b>Lunch</b>	1100-1300	\$14.00	\$16.00	\$16.00 *
<b>Dinner</b>	1700-1930	\$20.00	\$26.00	\$26.00 *
<b>Snack</b>	2200-0001	\$8.00	\$10.00	\$10.00 *
<b>**Late Snack</b>	0230-0430	\$15.00	\$18.50	\$18.50 *

\* Allowances may be adjusted upwards to take into account living costs of specific location.

\*\* Applies only to freighter flight crews on flight duty during time shown.

***4.01.2 Review***

Allowances may be adjusted upwards to take into account living costs of specific locations.

***4.01.3 Out of Country***

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

***4.01.4 Hercules per diems***

For Hercules Crews only, outside of continental North America per diems shall be \$75.00 US for each day or part thereof, commencing four (4) hours after arrival.

***4.01.5 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***

The company will identify to the Association and rotational Flight Crew members the person(s) to contact for inquiries and concerns with respect to rotational lodging at Company Bases. Any changes to the list of contacts will be posted at Company bases with 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: This is not applicable when the Flight Crew Member is at his Home Base. 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 equipped with the following safety and security devices: smoke detector(s), fire extinguishers, carbon monoxide detector(s) and lockable exterior doors. The Company will also be responsible for ensuring that staff houses are kept in good repair and that each bedroom door has a key lock. Flight Crew Members will not be required to share rooms with members of the opposite sex.

### ***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 rotational allowance of \$250.00 per month.

### ***4.02.3 Northern Living 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. This does not apply to rotating Flight Crew Members.

The Northern Living Allowance provided to Flight Crew Members shall never be less than that provided to other First Air bargaining units.

## **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 shall be the rate which is in the First Air Human Resources Policy Manual. 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. Hercules and

Rotating Flight Crew Members must be pre-approved to receive these allowances.

#### ***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. The Company will ensure that the service provider is a properly licensed operator.

#### ***4.03.3 Parking***

At Ottawa, Yellowknife, and Edmonton, 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 and Hercules 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**

Flight Operations will determine applicable navigation publications required for all Aircraft Groups and will equip the aircraft as needed.

#### **4.06            Medical, Licence and Passport Costs**

##### ***4.06.1 Allowance***

Flight Crew Members under the age of forty will receive \$20.00 per month and those forty and over will receive \$35.00 per month toward covering the cost of Transport Canada Medical, ECG and Licence Validation Certificate fees.

##### ***4.06.2 Instrument Renewals and Proficiency Checks***

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

##### ***4.06.3 Passports***

The Company will cover the cost of a regular passport renewal fee once every five (5) years upon the submission of the appropriate receipt and expense claim. It is the Flight Crew Member's responsibility to ensure they have all required travel documentation to complete normal operations.

#### **4.07            Multi IFR Assistance**

After successfully completing the probationary period, the Company will reimburse a Second Officer up to \$1,500.00 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. Expenses incurred while on lay-off status will not be reimbursed.

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**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**

- a) On January 1st of the first year in each two year period commencing January 1, 2008, fifteen (15) sick leave credits will be credited to a Flight Crew Members sick bank.
- b) Where a Flight Crew Member commences service during the period, the entitlement shall be prorated on the basis of 0.625 day per remaining months in that two-year period.
- c) A Flight Crew Member may carry over up to a maximum of seven (7) unused sick leave credits into the following two-year period. These credits shall be kept separate from the allotment in a), and shall be used to cover the 7-day waiting period for an approved Short Term Disability claim. If the Flight Crew Member does not have enough credits in this separate carry-over amount to cover the waiting period, then he must draw from his allotment in a). If the Flight Crew Member does not have enough credits in both his carry-over amount and allotment in a) to cover the waiting period, then these days shall be unpaid.

**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 Member's sick bank is drawn down, the Flight Crew Member shall receive their daily pay plus the following flight pay credits:

- training/flight day - pay credits missed
- standby - 2 pay credits
- reserve - 0 pay credits
- rotators – 4 pay credits on scheduled northern rotation days
- rotators – 3 pay credits on training days

**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 (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 0.625 days per month of service during the period up to the date of interruption and shall recommence 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 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, including any damage to Company property, and to protect them and hold them harmless from any judgement rendered thereunder, save in the case of gross negligence or wilful 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	Type C CREWS	Type B CREWS	Hercules CREWS	USEFUL LIFE IN YEARS
<b>(a) 100% Company Cost</b>				
Blazer	1	N/A	N/A	2
Pants	2	N/A	2	2
Shirts	8	N/A	4	1
Flight Suit	1	2	2	1
Insulated Coveralls	1 * F/E & S/O's only	1	1 * F/E only	1
Epaulettes (pair)	1	1	1	1
Tie	2	N/A	1	1
Windpants	1 * F/E & S/O's only	1	1 * F/E only	2
Down vest	N/A	1	1	2
Leather Jacket	N/A	N/A	1	5
Ball Cap	N/A	N/A	1	1
<b>(b) 50 - 50% Shared Cost</b>				
Overcoat	1	N/A		3
Northern Parka, OR Resolute Parka	1	1	1	2
Windpants	1	N/A	1	2
Insulated Coveralls	N/A	N/A	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. For further clarification, the provisions of the 50/50 cost share shall apply to all uniform pieces identified in 8.02(a) after their useful life.

**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**

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For each month in which a Flight Crew Member is on the payroll in excess of nine (9) days, they shall receive a thirty (\$30.00) dollars per month cleaning allowance.

**8.09**                    **Lost or Damaged Luggage**

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. The nine (9) Statutory Holidays shall be added to vacation, and shall be bid as an additional part of the vacation allotment in accordance with article 10.08 for non-rotational Flight Crew Members, or designated by a rotational Flight Crew Member in accordance with articles 10.09 and B.16.

**9.02              Rotational Flight Crew Members**

Statutory holiday entitlement is included in the Northern Time off for rotational Flight Crew Members. Rotational Flight Crew Members shall designate the nine (9) Statutory Holidays in addition to the three weeks vacation set out in articles 10.09 and B.16, when designating the three weeks vacation period in accordance with the provisions of articles 10.09 and B.16.

**9.03              Non-Rotational Flight Crew Members**

Statutory holiday entitlement will be added to vacation entitlement for Non-Rotational Flight Crew Members, and bid in accordance with Article 10.08.

**9.04              Statutory Holidays per Month**

The Company reserves the right to determine the number of Statutory Holidays that will be awarded during each Month.

**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 articles 10.09 and B.16 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-Rating**

Flight Crew Members who do not work a full "vacation year" will have their vacation entitlement pro-rated for that year 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) duty hour 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. Flight Crew Members must advise Crew Scheduling in writing of their intention to carry over one (1) week vacation time. This notification must accompany a Flight Crew Member's vacation bid pursuant to 10.08. At the discretion of the Director of Flight Operations, an additional week (two weeks in total) of vacation carry over maybe granted. Any vacation carry over must be used in the subsequent year. If the Flight Crew Member is unable to use the carried over vacation leave due to his vacation being cancelled because of operational requirements or unforeseen circumstances, he may carry over that carried over portion into the subsequent year. However, under no circumstances will a Flight Crew Member lose earned vacation entitlement.

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

- a) Management retains the right to determine vacation availability and the number of Flight Crew Members that may take vacation at any given time, as per operational requirements. This information shall be distributed to Flight Crew Members before September 1<sup>st</sup>. Every week of the year shall be available for at least one (1) Flight Crew Member to be on vacation, except those weeks which are noted below:
  - i) For B727 Type C Flight Crew members, the period 18 December through 24 December is not available for bid; and
  - ii) For jet aircraft involved in servicing customers during the hunting season, the period from mid-August (date to be determined each year by the Company) to September 30 may not be available for bid. Such limitation shall be identified in the vacation availability package provided to Flight Crew Members in a) above.
- b)
  - i) All vacation bid requests for the subsequent calendar year must be submitted to Crew Scheduling by September 15. A Flight Crew Member must bid all of his vacation allotment, subject to the provisions of 10.07. Vacation periods will be awarded by October 31 in order of seniority in accordance with the Flight Crew Member's planned equipment status at their base. Where a conflict in selected vacation period(s) occur, the less senior Flight Crew Member shall be given the opportunity to make such alternative selection as their seniority allows.
  - ii) Flight Crew Members' entire annual vacation allotment will be awarded during this period. A Flight Crew Member who fails to submit his vacation bid(s) by September 15, shall have all his unbid vacation time assigned by the Company.
  - iii) Flight Crew Members electing split vacations must bid their entire yearly vacation allotment at one time for the entire vacation year subject to 10.07.
  - iv) Flight Crew Members carrying over vacation from one year to the next shall bid the carried over portion pursuant to 10.08(b)(i) and 10.08 (b)(iii).
- c) No bid of greater than two (2) weeks will be allowed on any aircraft type between June 1 to September 30
- d) Bids must be a minimum of one week in duration. After the completion of initial bid awards, a Flight Crew Member who has notified Crew Scheduling of their intent to carry over their vacation (pursuant to 10.07), may request individual days of vacation to be awarded on a first-come, first served basis.
- e) Flight Crew Members who change base and/or Position, cannot disrupt awarded vacations but must bid from remaining available vacation periods. When possible, the Company will attempt to maintain such Flight Crew Members' scheduled vacation.
- f) Exceptions to the above may be permitted by the Company as operational requirements permit.



## **10.09**                    **Vacation Designation – Rotational Flight Crew Members**

For Rotational Flight Crew Members, three (3) weeks of vacation will be included in their Rotational Days Off. Flight Crew Members will notify Crew Scheduling of the specific three (3) weeks they wish to designate their vacation.

## **10.10**                    **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 costs incurred on behalf of him and his dependants. Receipts shall be required.

## **10.11**                    **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, the Company may grant bereavement leave without pay, 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, 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, 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 16.04 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 Parental Leave**

Maternity and Parental 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 (seventeen) 17 weeks of maternity leave and/or (thirty-five) 35 weeks of Parental 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 four hundred (400) flight credit hours per year 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	COMPANY 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	MAINTAIN	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	MAINTAIN	MAINTAIN
MATERNITY	UP TO 17 WEEKS WITHOUT PAY	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
CHILD CARE LEAVE	UP TO 35 WEEKS WITHOUT PAY	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
LEAVE TO AVOID LAY-OFF	UP TO 1 YEAR WITHOUT PAY	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
SHORT-TERM DISABILITY	UP TO 17 WEEKS	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
LONG-TERM DISABILITY	5 YEARS OR TO RETIREMENT	MAINTAIN	MAINTAIN	ACCRUE	MAINTAIN
WORKERS' COMPENSATION	INDEFINITE	MAINTAIN	ACCRUE FOR 1 YEAR THEN MAINTAIN	ACCRUE	MAINTAIN

**11.11 Leave Chart – Benefits**

b)

TYPE OF LEAVE	DENTAL	EXTENDED HEALTH CARE	DISABILITY COVERAGE **	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*
PARENTAL LEAVE	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
LEAVE TO AVOID LAY-OFF	=CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			
SHORT-TERM DISABILITY	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
LONG-TERM DISABILITY	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
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	=CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			

\* 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 120 DAYS.

\*\* DISABILITY PAY IS NOT APPLICABLE DURING A PERIOD WHERE THERE ARE NO EARNINGS.

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: _____
TO BE COMPLETED BY AND SUBMITTED TO: FIRST AIR FLIGHT OPERATIONS ADMINISTRATION 20 COPE DRIVE KANATA, ONTARIO K2M 2V8	
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              Investigations**

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 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 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 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 GRIEVANCE PROCEDURE**

**13.01 Eligibility**

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

(b) Grievances must be characterized as either an individual, group or policy grievance.

**13.02 Initiation**

Grievances under this article may be initiated by the Association, or by any Flight Crew Member or group of Flight Crew Members who consider themselves aggrieved and have the concurrence of the Association. Grievances of a general or policy nature may be initiated by the Association at either Step 1 or Step 2 of the process depending on the nature and scope of such grievance.

**13.03 Time Limit**

All 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 (who did not hear the grievance at Step 1), 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.

**13.12****Company Initiated Grievance**

Where the Company considers itself aggrieved, it may submit a grievance pursuant to the same procedures described in this article. Company grievances will be considered as Level 2, and be heard by the president of First Air Pilots 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.
- c) Where Flight Crew Member is required to attend a meeting concerning a disciplinary matter, the Flight Crew Member is entitled to have a representative of the Association attend the meeting. The Flight Crew Member shall receive written notice of such a meeting with a copy provided to the Association. The notice shall state the purpose of the interview and shall advise the Flight Crew Member of his right to Association representation.
- d) Where disciplinary action or discharge is contemplated, the Flight Crew Member involved may, where necessary, be held out of service with pay in order to provide management with sufficient time to investigate and consider all factors involved.
- e) The Flight Crew Member involved and/or his designated Association representative may, upon request, review any information contained in his Human Resources Personal file, Training file, or Payroll file in conjunction with a designated representative of the Company. If requested, the Company shall provide the Flight Crew Member with two copies of all documents relative to the case in his file. At the request of a Flight Crew Member an Association representative may attend the file review with him. An Association representative may review a Flight Crew Member's file(s) in his absence unless prohibited by Statute.

**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 his 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. 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, 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 Members within First Air. The system consists of: a master seniority list for Captains, First Officers and Second Officers, and; a master seniority list for Flight Engineers. 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**

All Flight Crew Members shall be credited with their seniority held as of the date of ratification of this Agreement and shall continue to accumulate in accordance with the provisions of the Agreement. For all Flight Crew Members hired on or after the date of ratification, seniority shall commence from date of hire. "Date of hire" shall be determined as the earliest of:

- a) the first day of the Flight Crew Member's training, if it is contiguous to continued employment within Flight Operations as a Flight Crew Member, or
- b) the first day of active flight operation, or
- c) the first day for which pay is received by Flight Crew Member in accordance with the pay scales in this Agreement.

Note: Notwithstanding c) above, Flight Crew Members who share the same date of hire shall have their relative seniority determined by a lottery.

**16.03**            **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.

## **16.04**                    **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 into 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;
- f) failure to conform to the conditions of paragraph 11.04(b) & (e), 18.08 (c) and (h) and 18.09; or
- g) Refusal to accept a bid award while on lay-off status if the Flight Crew Member's length of active service is less than three (3) years.

## **16.05**                    **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.

**ARTICLE 17     ADVANCEMENT****17.01             General**

- a) 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 Members within the bargaining unit based on seniority. The Flight Crew Member shall still be subject to the qualifications and Assessment Review hereinafter described.
  
- b) Standing Bid List
  - i) A Flight Crew Member will be entitled on April 1 and October 1 of each year to advise the Company in writing of his requests for progression, if any. The Company shall acknowledge in writing, receipt of the request and shall place the Flight Crew Member’s name on the Standing Bid List, a copy of which will be provided to the Association. The Standing Bid List shall be used to fill Open Positions. If electronic Standing Bid Lists are made available to Flight Crew Members, then Flight Crew Members may be able to modify their standing bids at any time.
  
  - ii) Open Positions will be posted (via Company e-mail and memo books) for a period of seven (7) days, and will be valid for a period of thirty (30) days. During the seven (7) day bid period, Flight Crew Members with their name on the standing bid list for the Positions posted may remove their name for the standing bid list, up to and including the closing of the bid.
  
  - iii) After the bid closes, the most senior qualified Flight Crew Member from either the Standing Bid List, or those who applied to the posting, will be awarded the Position. Flight Crew Members who have applied to a bid posting are able to bid on other postings during the thirty (30) day validity period.
  
  - iv) A Flight Crew Member who has submitted his name pursuant to 17.01(b)(i) shall remain on the Standing Bid List until he advises the Company in writing to either remove his name, or modifies his standing bid.
  
  - v) A Flight Crew Member on the Standing Bid List who declines an award pursuant to 17.01(b)(iii) shall have his name removed from the Standing Bid List for that position and will be restricted from bidding on that Position for a period of one (1) year.
  
  - vi) Where, after the application of the above provisions of 17.01(b) there are still Open Position(s), the Company may fill the Open Position(s) pursuant to 17.06.

**17.01.1**                    **New Equipment/New Base**

Open positions that are related to the Company procuring new equipment or opening new bases, shall be posted by the Company by email and in the memo books. The Company shall provide a two (2)-week bidding period.

**17.02**                    **Bid Process**

Open Positions that remain unfilled after the application of 17.01(b)(i) to (vi), and Open Positions that are related to the Company procuring new equipment shall be posted by the Company in the memo book. The Company shall provide a two (2) weeks bidding period and when it cannot shall advise the Association.

If a Flight Crew Member wishes to bid for an open Position he is required to complete a “Bid Form” 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. Rotating, or 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	LICENCE	IFR	TOTAL HOURS	PIC TIME	NOTES
HS-748/ATR-42-and the like 1st OFFICER	Comm. & ATR Exams or IATRA	Group 1	1,500 750 multi or 1250, 500 multi and one (1) year S/O First Air or 1150, 500 multi and two(2) years S/O First Air	N/A	(1) (2)
HS-748/ATR-42- and the like CAPTAIN	ATR	Group 1	3,000 200 HS748/ATR 42 2,000 multi	1,500, OR 1,000 F/O with First Air of which 500 must be on HS-748/ATR 42	(1) (2)
L382 FLIGHT ENGINEER	Flight Engineer & AME + L382 Endorsement	N/A	50	N/A	(2)
L382 FIRST OFFICER	ATR	Group 1	3,000 2,000 multi	N/A	(2)
L382 CAPTAIN	ATR	Group 1	5,000 3,000 multi	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 L382	(2)
B-727 and the like 2nd OFFICER	Commercial	Group 1	1500 multi rated	0	(2)
B-727 and the like FLIGHT ENGINEER	Flight Engineer & AME + B727 Endorsement	N/A	50	N/A	(2)
B-727/B737 and the like 1st OFFICER	ATR	Group 1	3,000 2,000 multi	N/A	(2)
B-727/B737 and the like CAPTAIN	ATR	Group 1	5,000 3,000 multi 400 Transport Category Turbo-Jet/L382 PIC or 4500 3000 multi 400 Transport Category Turbo-Jet First Air	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/B737	(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.

**17.05.1 Type B Captain moving to Type C Captain**

- a) Provided that there is a fill-in Captain available at the Base\*, a Type B Captain at pay Level 5 or higher, or with a minimum of ten (10) years continuous Company experience as a Flight Crew Member, who does not meet the 400-hour transport category turbo-jet minimum requirement may be awarded a Type C Captain position, conditional upon attaining the minimum requirement in a Type C First Officer Position.

- \* the fill-in Captain must be on the same equipment type as the Type C Captain bid award.
- b) During the time that the individual in a) above is acquiring the 400-hour minimum requirement, the Type C Captain Position that he was awarded will be filled by a fill-in Captain.
- c) Upon completion of the 400-hour minimum requirement, as well as the Captain Upgrade Training, he will commence in the Captain Position.
- d) Until the individual is released to line duties as a Type C Captain, he will be paid as a Type C First Officer.

**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:

- i) firstly, by recalling Flight Crew Members, in reverse order of seniority, who have been laid off from the open Position for a period of greater than six (6) months. If the Flight Crew Member declines the recall, or fails to respond to the recall notice, he shall be deemed to have resigned and the provisions of Article 16.04 shall apply.
- ii) secondly, 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**                    **Fill-In**

The Association and the Company recognize the need to have qualified pilots available on short notice. A fill-in position is one that is filled by progression or regression.

- a) Should the Company require a fill-in Captain position, that position shall be filled by the most senior First Officer on type on that Base. Should the most senior First Officer refuse to accept the fill-in position, or does not meet the minimum flight crew guidelines for the position, the Company will offer the fill-in position to the next most senior First Officer on Base.
- b) Should the Company require a fill-in First Officer position, that position will be posted by the Company for a period of two (2) weeks. The most senior pilot on the Base that meets the minimum flight crew guidelines will be awarded the fill-in position.
- c) Individuals awarded a fill-in position will be trained for the position with all the rules of article 20 of the collective agreement applying.
- d) A Flight Crew Member awarded a fill-in position is not subject to any minimum duration in that position, and is free to bid on any other position that may occur.

- e) The fill-in Position award will remain in effect until the individual changes his permanent assignment or is bumped from the fill-in Position. A Flight Crew Member who is laid off or displaced from his regular Position and bumps into a permanent Position as per 18.03, shall be entitled to displace a less senior Flight Crew Member holding a fill-in Position, providing the laid off or displaced Flight Crew Member is senior and holds a pilot proficiency check for the fill-in Position.
- f) The maximum period of time a Flight Crew Member may be used in a fill-in position is sixty (60) flight days in a calendar year.
- g) In addition to the sixty (60) days identified in 17.09 (f), a fill-in position may be used to cover periods of short-term disability, as well as for the duration required for a Type B Captain to acquire 400 hours transport category turbo-jet experience if he has been awarded a turbo-jet Captain position and does not meet the minimum flight crew guidelines for that Position.
- h) The Flight Crew Member will be paid at the Level 1 rate of the fill-in position in the event of progression, and at the identical Level in the position he is regressing to that corresponds to his regular position in the event of regression. In the event that the fill-in position is one that the Flight Crew Member previously held, he shall be paid at the level which he was previously paid, for the period of the fill-in.
- i) When the Flight Crew Member is finished a fill-in assignment, he shall return to his permanent assignment.

**17.10****Temporary Assignment**

The Association and the Company recognize the need to use qualified Flight Crew Members for temporary assignments due to Maternity/Parental Leave or Long Term Disability.

- a) Should the Company require a temporary assignment, that position shall be filled through the bid process set out in Article 17.02.
- b) It is understood that a temporary assignment for Maternity/Parental Leave will not be used for a period in excess of fifteen (15) consecutive months in the case of a combination of maternity and parental leave or up to thirty-nine (39) weeks for a Flight Crew Member taking parental leave only.
- c) In the event a Flight Crew Member experiences difficulties in pregnancy that require an earlier release from flight responsibilities it is understood that the fifteen (15) month ceiling on temporary assignment may be extended to cover the Flight Crew Member's absence.
- d) It is understood that a temporary assignment for Long Term Disability leave will not be used for a period in excess of twenty-four (24) consecutive months.



- e) Rate of pay will be in accordance with Article B1.
- f) A Flight Crew Member accepting the temporary assignment is not required to change his/her Home Base.
- g) When a Flight Crew Member completes a temporary assignment, he/she will return to his/her permanent Position. All those affected will return to their permanent Positions
- h) Where a Flight Crew Member is awarded a temporary position, he/she is subject to the duration of the temporary assignment, however he/she is able to bid on Positions which arise on the same aircraft type as the temporary position.

**17.11****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 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, 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.
- 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.

**17.12****Upgrade Training**

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

**ARTICLE 18      LAYOFF AND RECALL****18.01              Lay-Off**

The Company shall lay-off by Position in reverse order of seniority.

**18.02              Notification**

- a) Any Flight Crew Member to be laid off shall be notified in writing by registered mail or by hand or via Company e-mail, with a copy to the Association, as far in advance as possible of any reduction of the work force, but in no case less than twenty-one (21) days prior to such reduction. Where a Flight Crew Member whose instrument rating is due to expire within sixty (60) days of the date of layoff shall have one (1) opportunity to renew his instrument rating at the Company's expense.
- b) In the case of a third party strike, or lock out by the Company of another bargaining unit (other than FAPA), the Company shall provide seventy-two (72) hours notice of any reduction of the work force.
- c) At the time of providing a Flight Crew Member with notice of layoff, the Company will advise the Flight Crew Member that he may modify his standing bid pursuant to 17.01.

**18.03              Displacement**

A Flight Crew Member who has been provided with notice pursuant to Article 18.02 may choose to exercise his seniority by displacing another employee provided:

1. He has more seniority than the employee being displaced, and
2. He satisfies the qualification matrix in 17.05, and
3. The displaced person is not on a special assignment which provides for his not being displaced.

Should the above noted displacement result in a surplus of staff, the process shall continue.

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.

For example:

- a) Should the original Flight Crew Member laid off wish to remain in the same position, may displace any Flight Crew Member in the same position at any base who is less senior than him, and
- b) In the event the Flight Crew Member so displaced as a result of the above chooses to remain in the same position, he shall only have the right to displace the least senior Flight Crew Member in that position irrespective of base.

**18.04**            **Acceptance**

A Flight Crew Member who has been provided with a notice pursuant to 18.02 or a Flight Crew Member who has been displaced may also elect to be laid off and await recall.

**18.05**            **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 of:

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

**18.06**            **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.

**18.07**            **Seniority on Lay-off**

Flight Crew Members who have been laid-off shall continue to accrue seniority for five (5) years and shall have bidding rights during that period.

**18.08**            **Recall**

- a) Where a Flight Crew Member has been displaced from his position, 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 complement for that position within the six (6) months, Flight Crew Members with recall rights to the position will be recalled in order of seniority.
- b) Where there is an increase in the Flight Crew Member complement 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 (6) month period, the successful Flight Crew Member must be moved into the position.
- c) If a Position is not filled through a) and b) above, the Company will recall Flight Crew Members in reverse order of seniority who have been laid off from the Position. If the Flight Crew Member has less than three (3) years of active service and declines the recall, or fails to respond to the recall notice, he shall be deemed to have resigned and the provisions of 16.04 shall apply.

- d) The Company shall serve the laid off Flight Crew Member with the recall notice by registered mail with a copy to the Association.
- e) 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.
- f) A laid off Flight Crew Member may elect to bypass a recall provided there are laid off employees with less seniority.
- g) 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.
- h) 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 16.04 shall apply.

**18.09****Documentation**

Flight Crew Members who have been laid off shall be responsible to ensure that Flight Operations and Crew Scheduling have a current address and telephone number 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 16.04 shall apply.

**18.10****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) Payment of the severance in a) shall be made in instalments as follows:
  - i) on the date of lay-off: one-third (1/3) of the severance owed or up to 12 weeks' of entitlement, whichever is greater;
  - ii) on the first (1<sup>st</sup>) day of the fourth (4<sup>th</sup>) month after the lay-off: one-third of the severance owed or up to 12 weeks' of entitlement, whichever is greater;
  - iii) on the first (1<sup>st</sup>) day of the seventh (7<sup>th</sup>) month after the lay-off: any amount remaining.
- c) The payment shall not exceed the entitlement detailed in 18.10 a).
- d) If the Flight Crew Member has his employment terminated under article 16.04 prior to the entire severance being paid out, he shall not be entitled to the remainder of the severance.
- e) A laid off Flight Crew Member with more than twelve (12) weeks' severance entitlement may choose to have his entire severance payment

paid out on the date of lay-off, however this means that at the time of payment he loses his seniority and forfeits all of his recall and bidding rights.

- f) A laid off Flight Crew Member may defer all or part of such severance payment;
- g) 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 not yet paid out under (b), or deferred pursuant to (f) above.

#### **18.11 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.

#### **18.12 Return to Payscale**

A laid-off Flight Crew Member who returns to his previous Position through recall or bidding shall return to the same level on the pay scale that he was on prior to the lay-off and must complete the time remaining in that level before advancing to the next level.

**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 cause for disciplinary measures, 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 regulations, such loss shall be cause for disciplinary measures, including dismissal.

However, a Flight Crew Member who is assessed as unfit by a Civil Aviation Medical Examiner and consequently 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**

A failure of a Step is deemed to occur if a Flight Crew Member is not recommended for the next Step or his performance in a Step is assessed as unsatisfactory or incomplete within the normally allotted time. For the purposes of this provision "initial training", "upgrade training" and "recurrent training" are as outlined in the Flight Operations Training Manual.

- a) If the Flight Crew Member fails a Step, the following procedure will be followed:
  - i) The Flight Crew Member will be thoroughly briefed on the standards to be met and the source of any needed study material.
  - ii) The Chief Pilot and the Association will be informed and a record of the occurrence and deficiencies will be inserted in the individual's training file and shall be identified to the Flight Crew Member.
  - iii) The Flight Crew Member will be given sufficient time to prepare for his next attempt to pass the Step. One additional training session will be given by a different instructor (if requested and where possible), beginning not earlier than the subsequent local day and provided that the Flight Crew Member has had the opportunity to obtain eight (8) hours of prone rest beforehand.

#### **b) Initial or Upgrade Training**

A Flight Crew Member taking initial or upgrade training may not have more than two (2) cumulative failures. After a second cumulative failure the Flight Crew Member must exercise either of the options as detailed in 20.02(b)(i), or 20.02(b)(iii). "Cumulative failures" for the purpose of this provision and for 20.02(c) means failures at different Steps or the same Step (as they are set out at 20.01) during a single training period.

- i) A Flight Crew Member shall have the option of withdrawing from either initial or upgrade training at any time before a third (3<sup>rd</sup>) and final attempt to succeed at his training. In this case, he shall be permitted to return to the position he held immediately prior to the initial or upgrade training, where it exists, whereupon he has bidding rights limited to a vacant position on a lesser Type, or lesser position on the Type on which he was being trained for a period of thirty-six (36) months from the date of voluntary withdrawal from training. If, during or at the end of the thirty-six (36) month period the pilot is awarded a vacancy but is subsequently unsuccessful and withdraws from initial or upgrade training before a third (3<sup>rd</sup>) and final attempt to succeed at his training, he will be returned to the position he held immediately prior to the initial or upgrade training and he will be frozen from bidding on any vacancy for a period of sixty (60) months from the date of voluntary withdrawal from training, in accordance with the procedures as outlined in clause 20.02(b) or (c) as applicable. The Flight Crew Member's return to his former position shall be governed by seniority. In either case of the 36 month or 60 month freeze circumstance, should he have insufficient seniority to return to his former position, he shall be laid off. In the case of the 36 month circumstance, the Flight Crew Member shall have recall rights limited to his former position only, and he has bidding rights limited to a vacant position on a lesser Type, or lesser position on the Type on which he was being trained. In the case of the 60 month circumstance, the Flight Crew Member shall not be able to bid on other positions and shall have the right to recall limited to his former position only.
  - ii) Where a Flight Crew Member exercises the right to withdraw from initial or upgrade training as detailed in 20.02(b)(i), and should the Flight Crew Member's former position no longer exist due to the removal of his former equipment type from the fleet, he will be laid off and has bidding rights limited to a vacant position on a lesser Type, or lesser position on the Type on which he was being trained.
  - iii) Should a Flight Crew Member opt to make a third and final attempt to succeed and subsequently fails, he will be advised of his current and future employment status with the Company up to and including termination.
- c) Recurrent Training
- i) A Flight Crew Member in recurrent training may have no more than three (3) cumulative failures.
  - ii) Where a Flight Crew Member fails a third and final attempt to succeed, he will be advised of his current and future employment status with the Company up to and including termination.



- iii) A Flight Crew Member shall have the option of withdrawing from recurrent training after a second failure but before a third (3<sup>rd</sup>) and final attempt to succeed at his training. In this case, he shall be placed on a Personal Leave of Absence, without pay and have bidding rights limited to a vacant position on a lesser Type, or lesser position on the Type on which he was being trained. For further certainty, it is understood that a Flight Crew Member on such a leave under these circumstances may not bump another Flight Crew Member out of their position. A Flight Crew Member who remains on such a leave for two (2) years shall have the leave terminated and he shall be deemed to have resigned from employment with the Company.
  - iv) A Flight Crew Member electing to take the option as described in 20.02(c)(iii), and who successfully bids on a position will have bidding rights limited to a vacant position on a lesser Type, or lesser position on the Type on which he was being trained for a period of thirty-six (36) months from the date of voluntary withdrawal from training in accordance with the procedures as outlined in clause 20.02(b) or (c) as applicable. However, during the thirty-six (36) month period or during re-qualification, he shall not have more than one (1) failure in training notwithstanding any other provision of article 20. Two failures shall result in the termination of employment of the Flight Crew Member.
- 1)
- a) In the circumstance where a Flight Crew Member believes that the cause of a failure in a Step during Initial, Upgrade or Recurrent training was caused by an illness or disability, he must without delay bring this matter to the attention of the Director of Flight Operations or his designate. A medical assessment shall be carried out by either:
    - 1. A Civil Aviation physician designated by the Company who determines that the medical condition has contributed to the failure, or;
    - 2. A Civil Aviation physician of the employee's choice not designated by the Company, determines that the medical condition has contributed to the failure, and the medical condition is sufficient to result in the removal of the Flight Crew Member's license validation certificate.

- ii) If the physician determines that the Flight Crew Member was suffering from an illness or disability in accordance with 1. or 2. above the Flight Crew Member shall have a failure at the Step removed from his record and he shall be provided with another opportunity to be tested when the Company is provided a medical assessment from the Company's or the employee's Civil Aviation Doctor that the Flight Crew Member is capable of continuing his training.
  
- iii) The costs associated with the medical assessments referenced in 20.02(d)(i)2., shall be borne by the Flight Crew Member.

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. If requested by the Association, the Company will identify the issues which led to the termination of training for the individual. The individual shall then meet with the Director of Flight Operations to discuss his options.

**ARTICLE 21      PAY ADMINISTRATION****21.01            Pay Days**

Pay-days shall be bi-monthly 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 paycheque.

**21.04            Underpayments**

Underpayments shall be paid on the first paycheque 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 Progression**

Salary increments for a Flight Crew Member shall be effective as per A1, subject to his not having obtained an unsatisfactory performance evaluation within the three (3) months prior to such level increase. Where a Flight Crew Member has not received 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 mailboxes 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.

Concerns about the rest facilities should be raised and discussed at Labour-Management meetings.

**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 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 travelling 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**                    **a) New Equipment**

The wage rates and working conditions provided for in this Collective Agreement apply only to Type B, Type C or Hercules 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 B, Type C or Hercules Aircraft, make a change in designation (rotational/non-rotational) or utilize the Type B or Type C or Hercules 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 B, Type C or Hercules 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.

**b) New Base**

Should the Company decide to open up a new pilot base, it will advise the Association and its members at least thirty (30) days prior to doing so. This is in order to provide Flight Crew Members with enough time to give full consideration to applying on these new Positions.

**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.
- c) If the notice is given via e-mail, and the Company does not receive an acknowledgement of receipt from the Flight Crew Member within 48 hours, then the notice will be sent via Registered Mail and 22.14 (a) will apply.



**22.15 Supervisory Flying**

- a) Supervisory Pilots will not fly more than three hundred and sixty (360) actual hours unless the Company can demonstrate that it made best effort to crew in accordance with the terms of the collective agreement, including draft.
- b) A Supervisory Pilot may displace a Flight Crew Member from a blocked flight(s). The Flight Crew Member so displaced shall receive the flight and duty credits assigned to the flight and is not subject to reassignment.

**22.16 Group Registered Retirement Savings Plan (Effective January 1, 2001)**

**22.16.1** Each member of the bargaining unit has the option of signing up and participating in the Company administered and self-directed Group Registered Retirement Savings Plan.

**22.16.2** After signing up for the GRRSP program, for each twelve (12) month period that an employee participates in the program, the Company contribution shall be in accordance with the following schedule:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4+</u>
Company portion	2%	3%	4%	5%
Employee portion	2%	2%	2%	2%

**22.16.3** The contribution paid by the Employee and the Company is based upon the employee's regular earnings ie base and bonus pay (excluding Draft pay, overtime, STD, LTD, Non-rotational Allowance). The Employee may contribute, through payroll deductions, a percentage amount in excess of the two (2) percent, but the Company does not match that excess amount.

**22.16.4** In order to receive the Employer's contribution, the person must be an employee of the Company at the time of the Company payment. The Employer's contribution will be made yearly on the pay closest to, but not later than February 1<sup>st</sup> \* and will be based on the previous calendar year's regular earnings as in Article 22.16.3.

\* Effective January 1<sup>st</sup>, 2008, providing that the Flight Crew Member is contributing his portion, the Employer's contribution will be made on each paycheque.

**22.16.5** The Company will establish policies and rules concerning the GRRSP.

## 22.17 Special Assignment

- (a) 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 Members who may otherwise be displaced were the work not to exist.
- (b) 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 Members who may otherwise be displaced were the work not to exist.
- (c) 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 Members. No Flight Crew Member shall be required to accept such assignments.
- (d) 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 members 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 Members, nor shall they be part of the bargaining unit.

## 22.18 Flight Data Monitoring Program

### a) DEFINITIONS FOR THE PURPOSES OF THIS SECTION

- (i) **“Flight Data Monitoring (FDM) Program”** is a program designed to enhance flight safety through the controlled collection and analysis of Operational Data.
- (ii) **“Operational Data”** is any data acquired, transmitted, recorded or downloaded by use of a Flight Data Recorder, Cockpit Voice Recorder or any other recording device.
- (iii) **“Identifying Data”** is any data or combination of data that allows recorded or collected Operational Data to be associated with a specific Flight Crew Member.
- (iv) **“Identified Data”** is any recorded or collected Operational Data prior to the removal of all Identifying Data.
- (v) **“Information”** is any data transmitted, recorded or collected by use of a Flight Data Recorder, Cockpit Voice Recorder or any other recording device. The term “Information” shall further include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs, or any other description, analysis or compilation of data collected by any such equipment.
- (vi) **“De-identified Data”** is any recorded or collected flight data from which all information capable of identifying a flight or a Flight Crew Member has been irretrievably stripped.

(vii) **“Flight Data Recorder (FDR)”** is any device, equipment or system that collects, monitors, transmits or records Operational Data in any phase of flight operation, whether installed to monitor flight crew, aircraft component, or aircraft performance.

(viii) **“Quick Access Recorder (QAR)”** is a form of Flight Data Recorder. Recording methods may be magnetic, optical (laser) or transmission to a ground station.

(ix) **“Cockpit Voice Recorder (CVR)”** is any device, equipment or system that monitors or records a Flight Crew Member’s voice while he or she is on an aircraft.

(x) **“Video Recorder”** is any device, equipment or system that is capable of recording video images of the cockpit environment, in part or whole, instrument images, or both.

(xi) **“FDM Team”** is a committee consisting of three (3) Company representatives appointed from the Flight Operations Department and/or Quality Assurance and three (3) FAPA members selected by the FAPA Executive. The Company representatives on the Team must not have any disciplinary authority over Flight Crew Members.

(xii) **“Event”** is an occurrence outlined in the “Master Event Set” that is maintained by the FDM Team.

(xiii) **“Event Set”** is the list of events pertaining to each specific aircraft type in the First Air fleet

(xiv) **“Level 1 Event”** is an event as determined by recorded or derived data, outside normal desired operating limits.

(xv) **“Level 2 Event”** is an event as determined by recorded or derived data that significantly exceeds operating limits or has an immediate impact on safety.

(xvi) **“Designated FDM Team Member”** is the FAPA member of the FDM Team who is designated by the FAPA Executive and who alone has access to Identified Data that will be used for the sole purpose of furthering the goals of the FDM Program at First Air.

(xvii) **“Gatekeeper”** is the mutually agreed upon employee of the Service Provider or his designee, who will have the sole ability to retrieve Identified Data from Operational Data.

(xviii) **“Service Provider”** is the third party engaged by First Air to oversee the collection, analysis and protection of Operational Data under the Flight Data Monitoring Program.

## **b) FDM PROGRAM**

- i. The design, implementation and operation of an FDM Program shall be by mutual agreement between the Company and the Association. Any variation from the agreed upon FDM Program shall require the mutual agreement of the parties, in writing, prior to implementation.
- ii. The spirit and intent of any FDM Program at First Air, at both its developmental and operational stages, is that the Program is to be used for the sole purpose of flight safety.

- iii. It is understood that Transport Canada recognizes the value of and fully supports a Flight Data Monitoring Program and has committed to not using data collected in such a program to undertake any enforcement action against the carrier or its flight crews. This commitment is set out in Transport Canada Commercial and Business Aviation Advisory Circular No. 0193, dated November 1, 2001, attached hereto as Annex B.
- iv. The design of the FDM Program shall ensure the confidentiality and anonymity of individual Flight Crew Members. Security of data will be the utmost principle contemplated in this Agreement.
- v. No Flight Crew Member may waive his or her right to the confidentiality provided in this Memorandum of Agreement without the explicit agreement of the Association. The reasons given by any crew member for this waiver will be a matter of record.
- vi. No Flight Data Recorders, Quick Access Recorders or Video Recorders, or any device capable of transmitting data recorded by Flight Data Recorders or Video Recorders from the aircraft to any ground station, not required by CARs or not currently utilized in the Company's aircraft, will be installed for FDM or maintenance purposes, except by mutual agreement of the Company and the Association.
- vii. Flight Data reporting systems and the data obtained or derived therefrom will not be employed to monitor or to electronically check the judgment and/or ability of Flight Crew Members. Such information may be used in the interest of maintenance integrity programs to monitor engine or aircraft performance, but arrangements for such use will be made on an individual request basis, with a formal agreement between First Air and the FAPA Executive for each request, in which the purpose of the use, the participants and the end-users are specified
- viii. The FDM Team shall oversee the day-to-day operations of the FDM Program and shall establish policies and procedures to ensure compliance with the provisions of this Agreement.
- ix. The FDM Team shall establish the Event limits. The limits shall be subject to ongoing review and evaluation. The FDM Team may amend "Event Sets" as required.
- x. At a minimum, the FDM Program at First Air will record and examine the agreed upon Events and monitor any parameters that may be required by Transport Canada regulation.
- xi. The Company will contract with the Service Provider to provide secure facilities in order to carry out the FDM Program's objectives. The Company will provide suitable facilities for FDM Team committee work.
- xii. The Association will disseminate information about the FDM Program and De-identified Data collected under the Program by posting such information on bulletin boards at the pilot bases.
- xiii. Any violation of the requirements of the agreed-upon FDM Program or the terms of this Agreement shall give the Association the right to invoke the immediate termination of the FDM Program and the destruction of all data collected under the Program.
- xiv. The FDM Program shall be applied in a manner that is consistent with the principles outlined in the recitals hereto and with the provisions for indemnification and protection from reprisal set out in Article 22.19

regarding the implementation of a Non-Punitive Safety Reporting and Investigation Process at First Air.

### **c) SCOPE**

- i. Sufficient De-identified Data shall be maintained to fulfill the requirements of the FDM Program. All De-identified Data and analyses of such data shall be made available, upon request, to the parties, including the FAPA Executive.
- ii. 3.2 Any special studies or evaluations, internal or external to First Air, of information outside of the monitoring of Events, shall require mutual agreement by the Company, Association members of the FDM Team and the FAPA Executive. Any such agreement granting such permission will be the subject of a formal written agreement between First Air, the FAPA Executive and the group or individuals conducting such studies or evaluations.
- iii. 3.3 FDM Program Information shall not be released to any third party, except that appropriate governmental agencies may be given access to De-identified Data only, on Company property, with the approval of the FDM Team and the FAPA Executive, or as mutually agreed upon between First Air and the Association. Any such agreement will be the subject of a formal written agreement between First Air and the FAPA Executive.

### **d) DATA RETENTION**

- i. The Service Provider will maintain Operational Data collected under the FDM Program in a secure facility..
- ii. Identifying data shall be removed from Operational Data as soon as possible, but no later than seven (7) days from the date of acquisition of the data by the Service Provider.
- iii. Any employee/agent of the Service Provider who has contact with any Identified Data used in the FDM Program shall be prohibited from divulging such data to any individual other than the Designated FDM Team Member.
- iv. In the event any employee/agent divulges any identifying data to any other individual other than the Designated FDM Team Member, such employee/agent shall immediately be REMOVED from any participation in the FDM Program.

## e) DATA USE

- i. At a minimum, the FDM Program may be used for evaluating the following areas:
  - Aircraft performance
  - Aircraft systems performance
  - Company procedures
  - Training programs
  - Training effectiveness
  - Aircraft design
  - ATC system operation
  - Airport operational issues (air or ground)
  - Meteorological issues
- ii. The Company and the Association Executive must mutually agree, upon any additional areas of evaluation that either party may desire to be included in the FDM Program, prior to their implementation.
- iii. Only the Designated FDM Team Member shall be able to identify and interview individual Flight Crew Members associated with any specific data collected under the FDM Program. When requested by the FDM Team, the Gatekeeper will retrieve and provide, to the Designated FDM Team Member only, the Identified Data associated with an Event or Events.
- iv. Any notes, memoranda or other documents used by the Designated FDM Team Member in any contact with a Flight Crew Member concerning a specific FDM Event shall be considered Identified Data for purposes of this Memorandum of Agreement and shall be “de-identified” in accordance with the definition in paragraph 1.6.
- v. The sole contact with any Flight Crew Member associated with an Event shall be through the Designated FDM Team Member.
- vi. Any Flight Crew Member may decline a request by the Designated FDM Team Member to meet to discuss a specific Event.

## f) COMPENSATION

Two (2) FAPA Flight Crew Members on the FDM Team shall be released from flying duties and shall receive administrative pay for those periods during which they are performing duties related to the FDM Program. The Company’s obligation for administration pay to FAPA members shall be limited to one (1) administrative day per month per person (maximum two (2) persons) and is in addition to FAPA’s leave entitlement under Article 11.08 of the Collective Agreement.

## g) IMPLEMENTATION

The parties agree to meet for the purpose of discussing improvements to the FDM Program.

## 22.19 Non-Punitive Safety Reporting and Investigation Process

### a) DEFINITIONS FOR THE PURPOSES OF THIS SECTION

(i) “**Safety Event**” is an event or incident that affects the safety of an aircraft.

(ii) “**Event Review Committee (ERC)**” is the committee established to study and analyze all reports submitted by Flight Crew Members seeking immunity with respect to a Safety Event.

### b) EVENT REPORTING

- i. Flight Crew Members shall notify the Flight Operations Department of a Safety Event within 48 hours of first becoming aware of the event taking place. Notification may be by phone, e-mail or fax. In addition, each Flight Crew Member shall submit a written report, in a form agreed to by the parties, at the earliest opportunity, but no later than seven days after first reporting the Safety Event.
- ii. When a Flight Crew Member submits a report concerning a Safety Event and thereby seeks immunity from discipline in connection with the event, his (her) report shall be De-identified by the Flight Safety Officer and forwarded to the Event Review Committee.
- iii. When a third party submits a report concerning a Safety Event involving a flight crew member, the Flight Safety Officer will invite the Flight Crew Member to submit his (her) own report on the event.

### c) EVENT REVIEW COMMITTEE (ERC)

- i. The Company and the Association shall establish an Event Review Committee (ERC) consisting of one member selected by each of the Company and the Association. The individuals selected to be members of the ERC must be familiar with and shall endorse the principles underlying a non-disciplinary, non-punitive approach to safety reporting and investigation. The ERC member selected by the Company shall not be involved in the imposition of discipline on Flight Crew Members in the course of his (her) normal duties.
- ii. 3.2 The ERC shall study and analyze all reports submitted by a Flight Crew Member seeking immunity and shall determine whether the Safety Event giving rise to the report qualifies for immunity as outlined under Paragraph 4.0 and/or Paragraph 5.0 of this MOA.

### d) IMMUNITY FROM DISCIPLINE

- i. Any commission, omission or inaction by a Flight Crew Member in respect of direct involvement in a Safety Event that is the subject matter of a report referred to the non-punitive investigation process shall not be the subject of disciplinary proceedings or action in respect of the Flight Crew Member by the Company. Any information subsequently obtained by the Company in relation to the event through this or any other form of investigation shall not form the basis of disciplinary action against a Flight Crew Member by the Company.

- ii. If the Event Review Committee determines that a Flight Crew Member involved in a Safety Event that is the subject of a report submitted by a third party did not know or could not have known about the event, the Flight Crew Member involved in the event will be granted immunity from discipline.
- iii. If the ERC determines that a Safety Event qualifies for immunity from discipline, the reports of Flight Crew Members involved shall be referred to the non-punitive investigation process.

#### **e) EXCLUSIONS FROM IMMUNITY**

- i. Events involving the following actions are excluded from immunity under this Agreement:
  - 1. Substance or alcohol abuse, including consumption of a substance contrary to law and willful consumption of a substance where the Flight Crew Member knew or ought reasonably to have known that his (her) professional abilities would be impaired as a result. Where consumption is the result of a disability protected under the *Canadian Human Rights Act*, the Flight Crew Member shall have the full protection of the *Act*;
  - 2. Actions of a criminal nature;
  - 3. Deliberate non-compliance with air regulations or any other applicable regulatory requirements;
  - 4. Failure to notify the Flight Operations Department of a Safety Event or to provide a written report in accordance with Paragraph 2.0 of this MOA.
- ii. If an investigation reveals that a Flight Crew Member has deliberately left out essential information or supplied erroneous data in his (her) reports in order that the Safety Event in which he is involved qualifies for immunity, the Event Review Committee may expel the Flight Crew Member from the protocols of this Agreement.

#### **f) NON-PUNITIVE INVESTIGATION PROCESS**

The parties agree to establish and jointly administer a non-punitive investigation process to give effect to the principles underlying this Agreement. The parties agree to enter into discussions to develop and implement this investigation process as soon as practicable.

#### **g) CONFIDENTIALITY**

- i. The parties shall not disseminate internally or use in any way any detailed or identifying personal information contained in a report filed in connection with a Safety Event, except on a need-to-know basis for the purpose of carrying out specific and justifiable safety action.



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- ii. The Company shall not disclose to any third party the details of the Safety Event or any identifying personal information contained in a report, except where required by law.
  - iii. The Company may provide Transport Canada with occasional and general reports on the effectiveness of the non-punitive safety reporting and investigation process and general information on the safety issues that have been dealt with under the program.
  - iv. No Flight Crew Member may waive his or her right to the confidentiality provided in this Agreement without the explicit agreement of the Association. The reasons given by any Flight Crew Member for this waiver will be a matter of record.

#### **h) COMMITMENT**

The parties recognize that the acceptance of the principles of non-punitive safety reporting and investigation is critical to the realization of such a reporting and investigation program. The parties agree to take all reasonable measures to inform Flight Crew Members and Company managers of this Agreement.

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**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.

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**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 Canadian Industrial 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) presently holds a Non-Flying Position, 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.

**ARTICLE 27      TERM OF AGREEMENT**

**27.01**

The Agreement shall come into force on January 01, 2006 and shall continue to remain in effect for five (5) years from that date. Any retroactive pay entitlements shall be limited to the hourly flight bonus rates, other bonus rates (Northern Per Diems as per previous agreement) and monthly base pay rates for all Flight Crew Members. Retroactive payments for Hercules Flight Crew Members, including those members who are no longer on the Hercules, are to be calculated based on a 680 hour annual minimum guarantee. For all other applications, Hercules Flight Crew Members will be moved to the Type C pay rules effective the first day of the quarterly period following ratification. Rotational Flight Crew Members will be paid as per A.4, as of the date of ratification. All other changes, unless noted, are effective as of the date of ratification. The Agreement 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.

Retroactivity shall be paid to all current and former employees by separate itemized cheque not later than 30 days following ratification by the Association. In the case of a former employee the Company shall forward a registered letter to the last known address of such employee, with a copy to the Association, and such former employee shall then have a period of ninety (90) days from receipt to claim this payment.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2008 AT OTTAWA, ONTARIO.**

**FOR:-  
BRADLEY AIR SERVICES**

**FOR:-  
FIRST AIR PILOTS ASSOCIATION**

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**MEMORANDUM OF AGREEMENT #1**  
**BETWEEN**  
**BRADLEY AIR SERVICES/FIRST AIR (EMPLOYER)**  
**AND THE**  
**FIRST AIR PILOTS ASSOCIATION (FAPA - BARGAINING AGENT)**  
  
**FLIGHT ENGINEERS**

It is specifically recognized by the parties that the position of B727 Flight Engineer may become redundant. In recognition thereof, the parties agree to the following:

- a. none of the B727 Flight Engineers on the seniority list as of October 9, 2007 shall, in a lay-off situation, be laid-off prior to a B727 Second Officer with less seniority;
- b. Notwithstanding paragraph (a) above, the Company may lay off B727 Flight Engineers when a position in the Company becomes available for which B727 Flight Engineers would be qualified and which is at least a minimum level 7 salary scale.
- c. When a position becomes available for which B727 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 B727 Flight Engineers in order of seniority. If no B727 Flight Engineer accepts the offer, the B727 Flight Engineer with the least seniority shall be laid off;
- d. Any B727 Flight Engineer laid off for any reason would only be subject to recall for a B727 Flight Engineer position if and when required;
- e. Serious consideration shall be given by the Company to any B727 Flight Engineer who applies for a vacant position within the Company. However, the Company shall have the ability to chose the best qualified candidate for the job;
- f. When a B727 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 B727 Flight Engineer position, the company shall pay such B727 Flight Engineer an inducement bonus as follows:
  - i) for a B727 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 B727 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 B727 Flight Engineer who has taken another position in the Company pursuant to the foregoing mutually agrees to act as a B727 Flight Engineer on a flight he shall receive, in addition to his salary for the position he then holds, he will be paid thirty dollars (\$30.00) per flight credit hour.

h. The Company shall not have the right to lay-off a October 9, 2007 B727 Flight Engineer pursuant to paragraph (c) above if, following such lay-off, the number of B727 Flight Engineers remaining would be less than the number of B727 aircraft or six (6), whichever is the lesser number;

i. The October 9, 2007 B727 Flight Engineers are the following:

- E. Cordner - Chief F/E
- F. Argue
- D. Lamport
- R. Mugford
- S. Farnworth
- M. Congreves

DATED this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2008

**FOR:-  
BRADLEY AIR SERVICES**

**FOR:-  
FIRST AIR PILOTS ASSOCIATION**

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**MEMORANDUM OF AGREEMENT #2**

**Between**  
**Bradley Air Services/First Air (Employer)**  
**and the**  
**First Air Pilots Association (FAPA - Bargaining Agent)**

**ARBITRATION CONSIDERATIONS**

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 July 24<sup>th</sup>, 2007, 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 \_\_\_\_\_ day of the month of \_\_\_\_\_, 2008

**FOR:-**  
**BRADLEY AIR SERVICES**

**FOR:-**  
**FIRST AIR PILOTS ASSOCIATION**

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**MEMORANDUM OF AGREEMENT #3**

**BETWEEN  
BRADLEY AIR SERVICES/FIRST AIR (EMPLOYER)  
AND THE  
FIRST AIR PILOTS ASSOCIATION (FAPA - BARGAINING AGENT)**

**RE: ATR-42 AIRCRAFT**

Whereas the Employer intends to introduce ATR-42 (Type B) aircraft as a replacement aircraft for the aging HS-748 fleet, and,

Whereas the parties agree that this Memorandum constitutes a full and final agreement of the issues concerning the introduction of the ATR-42 aircraft, the parties agree to the following:

1. The first of these aircraft are intended for Yellowknife base. As a result of this, it is agreed that the initial bids for ATR-42 flight crew positions in Yellowknife will be offered only to existing Yellowknife HS748 flight crews, as a similar aircraft type.
2. If additional flight crews are required beyond the existing complement of eleven (11) Type B ATR-42/HS748 crews, bids will be circulated to all FAPA Flight Crew Members in accordance with Article 17.
3. Similarly when ATR-42 aircraft are introduced to Iqaluit to replace existing HS748 aircraft, positions will be offered to Ottawa based rotating HS748 flight crews only, in the same manner as described in paragraph 1 above.
4. Without prejudice to the position of either party in collective bargaining, the pay scale for the ATR-42 shall be the same as that for HS748 for Flight Crew Members as detailed in Appendix A of the collective agreement.
5. The following commitment will be required from HS748 Flight Crew Members who transition to ATR-42 aircraft:
  - a. One (1) year from date of simulator proficiency check, and
  - b. Maximum of eighteen (18) months from commencement of ATR-42 ground school.

IN WITNESS WHEREOF the parties have signed on this \_\_\_\_ day of \_\_\_\_\_, 2008.

For the Company:

For the Association:

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**MEMORANDUM OF AGREEMENT #4  
BETWEEN  
FIRST AIR (“the Company”)  
AND  
FIRST AIR PILOTS ASSOCIATION (FAPA) (“the Association”)**

**Re: B727 Replacement Aircraft for Ottawa Base**

Whereas the Company intends to introduce B737 -200 and may introduce New Equipment as replacement aircraft types for the aging B727 fleet in Ottawa, Ontario, and

Whereas the parties agree that this Memorandum constitutes settlement of the issues concerning the filling of these positions on these new aircraft, the parties agree to the following:

1.
  - (a) The initial bids for the Ottawa B737-200 flight crew positions will be offered only to existing Ottawa B727 Flight Crew Members. These Flight Crew Members will be able to bid on these positions as per the usual seniority process. Captains may only bid for Captain positions and First Officers may only bid on First Officer positions.
  - (b) A Flight Crew Member who bids on to the B737-200 will have a commitment to this aircraft type for a minimum period of one (1) year from successful completion of a proficiency check. These Flight Crew Members, will however, be able to bid on to New Equipment during this commitment period;
  - (c) If there are insufficient Ottawa B727 Flight Crew Members who bid on these new positions, then the remainder of the positions will be staffed in reverse order of seniority from the Ottawa B727 roster;
  - (d) Training on the B737-200 may be done out of seniority order;
2. Those Flight Crew Members who do not secure positions on the B737-200 will remain on the Ottawa B727;
3. When the Company obtains New Equipment for the Ottawa base, the Company will offer bids to those Flight Crew Members who are currently holding positions in Ottawa on the B727 or B737-200. Flight Crew Members who bid on these positions will have a two (2) year commitment period on the New Equipment positions. This is not intended to be a guarantee of work;
4. If a Flight Crew Member who remained on the B727 does not bid, or is not awarded a position on the New Equipment, then he may be moved to a B737-200 position. These Flight Crew Members who are moved will not have a commitment period to the B737-200.

5. If not all of the New Equipment positions are filled via the bidding process in #3 above, then the additional positions will be filled by moving Ottawa-based Flight Crew Members in reverse order of seniority to the New Equipment. Those employees who are moved will not have a commitment period to the New Equipment;
6. Flight Crew Members who are awarded or assigned positions on the B737-200 and are later awarded or assigned to the New Equipment may be required to return to the B727, if so required by the Company;
7. If training on the B737-200 is not progressing to the standards as outlined in the training syllabus, the Director of Flight Operations, in consultation with the training pilot and the B737 Chief Pilot, may authorize an additional day of training, without failure of a step;
8. If a Flight Crew Member withdraws from B737-200 training, it is at the Company's sole discretion as to whether he returns to the B727, but he may be required to do so before being laid-off;
9. If additional flight crews are required beyond the existing Ottawa crew complement of twelve (12), bids will be opened up to all Flight Crew Members in accordance with Article 17;
10. Flight Engineer and Second Officer positions will be dealt with in accordance with Memorandum of Agreement #1 dated February 25, 2008 and Article 18 respectively. Should the language in these documents change as a result of collective bargaining, then the new language will be followed;
11. Wage rates for the New Equipment will be negotiated as per the New Equipment language in the Collective Agreement, or during the course of collective bargaining; and
12. This agreement is made without any prejudice or precedent to any future events that may be of a similar, like, or identical nature.

IN WITNESS WHEREOF the parties have signed on this \_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR:-**  
**BRADLEY AIR SERVICES**

**FOR:-**  
**FIRST AIR PILOTS ASSOCIATION**

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**MEMORANDUM OF AGREEMENT #5**

**BETWEEN  
FIRST AIR (“the Company”)  
AND  
FIRST AIR PILOTS ASSOCIATION (FAPA) (“the Association”)**

**Re: Providing own Accommodation**

1. When the Company is required to provide a Flight Crew Member with hotel accommodations for legal crew rest between duty assignments away from his Home Base or operational base, and he is able to provide his own accommodation, the Company will reimburse the Flight Crew Member with \$45.00 (forty-five dollars);
2. This reimbursement will only occur if: (a) if the Flight Crew Member has notified Crew Scheduling of his intent to provide his own accommodation prior to the hotel being booked; or, (b) in the case that the room has already been booked by Crew Scheduling, that the Flight Crew Member provides written proof to Crew Scheduling that the room was cancelled by the Flight Crew Member and no cost is incurred to the Company;
3. The Flight Crew Member shall be responsible to provide Crew Scheduling with all applicable contact information at the alternate accommodation;
4. The Flight Crew Member shall be responsible to cover the costs for all transportation and associated expenses to and from their work assignment;
5. Flight Crew Members shall submit an expense report in order to receive the reimbursement; and
6. This agreement will be in force and effect until September 1<sup>st</sup>, 2008, at which point the Association and the Company may meet for the purposes of possible renewal.

IN WITNESS WHEREOF the parties have signed on this \_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR:-  
BRADLEY AIR SERVICES**

**FOR:-  
FIRST AIR PILOTS ASSOCIATION**

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**ANNEX A**

**CANADA LABOUR CODE  
Division VII**

**\* current at time of Ratification**

**Reassignment, Maternity Leave and Parental Leave**

**Maternity related Reassignment and Leave**

**Reassignment and job modification**

**204. (1)** An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twentyfourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.

**Medical certificate**

**(2)** An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

R.S., 1985, c. L2, s. 204; R.S., 1985, c. 9 (1st Supp.), s. 9; 1993, c. 42, s. 26.

**Employer's obligations**

**205 (1)** An employer to whom a request has been made under subsection 204(1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

**Rights of employee**

**(2)** An employee who has made a request under subsection 204(1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer

(a) modifies her job functions or reassigns her, or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall for all purposes be deemed to be wages.

**Onus of proof**

**(3)** The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

**Employee to be informed**

(4) Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.

**Status of employee**

(5) An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under subsection 204(1), and shall continue to receive the wages and benefits that are attached to that job.

**Employee's right to leave**

(6) An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

R.S., 1985, c. L2, s. 205; R.S., 1985, c. 9 (1st Supp.), s. 9; 1993, c. 42, s. 26.

**Entitlement to leave**

**205.1** An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty - fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

1993, c. 42, s. 26.

**Employee's duty to inform employer**

**205.2** An employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

1993, c. 42, s. 26.

## Maternity Leave

### Entitlement to leave

**206.** Every employee who

(a) has completed six consecutive months of continuous employment with an employer, and

(b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant

is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

R.S., 1985, c. L2, s. 206; R.S., 1985, c. 9 (1st Supp.), s. 10; 1993, c. 42, s. 26.

## Parental Leave

### Entitlement to leave

**206.1 (1)** Subject to subsections (2) and (3), every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.

**(2)** The leave of absence may only be taken during the fifty-two week period beginning

(a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and

(b) in the case of an adoption, on the day the child comes into the actual care of the employee.

**(3)** The aggregate amount of leave that may be taken by two employees under this section in respect of the same birth or adoption shall not exceed thirty-seven weeks.

### **Aggregate leave — maternity and parental**

**206.2** The aggregate amount of leave that may be taken by one or two employees under sections 206 and 206.1 in respect of the same birth shall not exceed fifty-two weeks.



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## General

### Notification to employer

**207. (1)** Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall

(a) give at least four weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given; and

(b) inform the employer in writing of the length of leave intended to be taken.

### Notice of change in length of leave

**(2)** Every employee who intends to take or who is on a leave of absence from employment under section 206 or 206.1 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

R.S., 1985, c. L2, s. 207; R.S., 1985, c. 9 (1st Supp.), s. 10; 1993, c. 42, s. 28.

### Prohibition

**208. (1)** Subject to subsection (2), no employer shall require an employee to take a leave of absence from employment because the employee is pregnant.

### Exception

**(2)** An employer may require a pregnant employee to take a leave of absence from employment if the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee.

### Length of leave

**(3)** A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.

### Burden of proof

**(4)** The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

R.S., 1985, c. L2, s. 208; R.S., 1985, c. 9 (1st Supp.), s. 10.

### Application

**208.1** Regardless of the time at which an employee makes a request under section 204, the rights and obligations provided under sections 204 and 205 take precedence over the application of subsection 208(2).

1993, c. 42, s. 29.

### Right to notice of employment opportunities

**209.** Every employee who intends to or is required to take a leave of absence from employment under this Division is entitled, on written request therefore, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified, and on receiving such a request every employer of such an employee shall so inform the employee.

R.S., 1985, c. L2, s. 209; R.S., 1985, c. 9 (1st Supp.), s. 10.

**Resumption of employment in same position**

**209.1 (1)** Every employee who takes or is required to take a leave of absence from employment under this Division is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.

**Comparable position**

**(2)** Where for any valid reason an employer cannot reinstate an employee in the position referred to in subsection (1), the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

**Wages and benefits affected by reorganization**

**(3)** Where an employee takes leave under this Division and, during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed as part of a plan to reorganize the industrial establishment in which that group is employed, that employee is entitled, on being reinstated in employment under this section, to receive the wages and benefits in respect of that employment that that employee would have been entitled to receive had that employee been working when the reorganization took place.

**Notice of changes in wages and benefits**

**(4)** The employer of every employee who is on a leave of absence from employment under this Division and whose wages and benefits would be changed as a result of a reorganization referred to in subsection (3) shall notify the employee in writing of that change as soon as possible.

R.S., 1985, c. 9 (1st Supp.), s. 10.

## **Right to benefits**

**209.2 (1)** The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under this Division shall accumulate during the entire period of the leave.

### **Contributions by employee**

**(2)** Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in subsection (1), the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Division unless, before taking leave or within a reasonable time thereafter, the employee notifies the employer of the employee's intention to discontinue contributions during that period.

### **Contributions by employer**

**(2.1)** An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the employee does not pay the employee's contributions, if any, within a reasonable time.

### **Failure to pay contributions**

**(3)** For the purposes of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as required by subsections (2) and (2.1), the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

### **Deemed continuous employment**

**(4)** For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

R.S., 1985, c. 9 (1st Supp.), s. 10, c. 43 (3rd Supp.), s. 1.

### **Effect of leave**

**209.21** Notwithstanding the provisions of any income replacement scheme or any insurance plan in force at the workplace, an employee who takes a leave of absence under this Division is entitled to benefits under the scheme or plan on the same terms as any employee who is absent from work for health related reasons and is entitled to benefits under the scheme or plan.  
1993, c. 42, s. 30.

### **Status of certificate**

**209.22** A medical certificate given pursuant to this Division is conclusive proof of the statements contained therein.  
1993, c. 42, s. 30.

### **Prohibition**

**209.3** No employer shall dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance with this Division or take into account the pregnancy of an employee or the intention of an employee to take leave of absence from employment under this Division in any decision to promote or train the employee.

R.S., 1985, c. 9 (1st Supp.), s. 10.

**Regulations**

**209.4** The Governor in Council may make regulations

(a) specifying the absences from employment that shall be deemed not to have interrupted continuous employment referred to in sections 206 and 206.1;

(b) specifying what does, or does not, constitute an essential function of a job referred to in section 208; and

(c) specifying what does not constitute a valid reason for not reinstating an employee in the position referred to in subsection 209.1(2).

R.S., 1985, c. 9 (1st Supp.), s. 10; 1993, c. 42, s. 31.

**Application of section 189**

**209.5** Section 189 applies for the purposes of this Division.

R.S., 1985, c. 9 (1st Supp.), s. 10.

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**ANNEX B**

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**COMMERCIAL AND BUSINESS  
AVIATION ADVISORY CIRCULAR**

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<b>No. 0193</b>
<b>2001.11.01</b>

**Flight Data Monitoring (FDM) Programs****INTRODUCTION**

A number of Canada's national and regional air operators are becoming increasingly interested in implementing Flight Data Monitoring (FDM), a program that many see as the single most important safety initiative to occur within the aviation sector in many years. While companies engaged in FDM acknowledge the benefits of the program, those considering FDM have concerns over the integrity and accessibility of the collected data.

**PURPOSE**

This *Commercial and Business Aviation Advisory Circular* (CBAAC) outlines Transport Canada's policy for FDM and includes information on how this policy will be implemented through changes to the *Aeronautics Act* and the *Canadian Aviation Regulations* (CARs).

**BACKGROUND**

FDM is a program whereby digital flight data generated during line operations is collected and analyzed to provide greater insight into the total flight operations environment. FDM data is used to reveal the causes of identified problems and provides a means of determining the effectiveness of corrective measures taken. The information and insights provided by FDM can also be used to reduce operational costs and significantly enhance training effectiveness, operational procedures, maintenance and engineering procedures, and air traffic control systems and procedures. FDM is similar to *Flight Operational Quality Assurance* (FOQA) in the USA, and to programs at European and Asian airlines that have been ongoing for more than 30 years. In competition for scarce resources within an airline, FDM programs need to go through the same cost-justification process as any other program. While there are clear and compelling benefits for an FDM program to identify and reduce operational risks, they are often difficult to quantify. Airlines with FDM have indicated that as they become more familiar with the program, they have discovered uses of the data that have resulted in extended engine life, more efficient routings, and in saving money in other areas. These improvements, coupled with safety enhancements, have been determined to more than justify the cost of implementing an FDM program.

## POLICY DEVELOPMENT

Transport Canada recognizes the significant benefits that can be derived from FDM and is committed to working with operators to ensure that FDM programs are implemented. To this end, Transport Canada will abide by the following principles:

1. For the time being, Transport Canada will accept to review only de-identified data derived from voluntary FDM Programs.
2. Transport Canada will not use information derived from a voluntary FDM Program for enforcement purposes.
3. Air operators will not be required to provide FDM data to Transport Canada for analysis.
4. Transport Canada recognizes that trends revealed from aggregate, de-identified data are of far greater usefulness than data from any single flight. De-identification of FDM data is therefore viewed as an integral part of FDM where the focus on the program is identification of systemic deficiencies, both internal and external, that may affect flight safety.

## FUTURE DISPOSITION

The *Aeronautics Act* is currently being amended and the proposed amendments include general protections of data derived from voluntary programs (such as FDM). These proposed protections should be similar to the *Canadian Transportation Accident Investigation and Safety Board Act* provisions that pertain to the use of cockpit voice recorders and flight data recorders.

## CONCLUSION

With the *Aeronautics Act* amended it will be possible to more clearly identify these "voluntary programs" and provide more specific detail on the policies that apply to them. This will be done by amending the CARs, a task that will be undertaken by a Canadian Aviation Regulation Advisory Council (CARAC) Working Group composed of members from the aviation industry as well as government. It is expected that these changes to the *Aeronautics Act* and the *Canadian Aviation Regulations* will be promulgated in 2002.

M.R. Preuss  
Director  
Commercial & Business Aviation

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*Commercial & Business Aviation Advisory Circulars (CBAAC) are intended to provide information and guidance regarding operational matters. A CBAAC may describe an acceptable, but not the only, means of demonstrating compliance with existing regulations. CBAACs in and of themselves do not change, create any additional, authorize changes in, or permit deviations from regulatory requirements.*

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## 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. A Flight Crew Member shall advance to the next pay level upon completion of twelve (12) months active duty at the previous level. Pay shall be composed of a base salary and flying bonus comprised of flight and credited flight hours.

### A.2 727 , 737 AND HERCULES MONTHLY BASE PAY

#### a) CAPTAIN

<u>LEVEL</u>	<u>2006 Base Per Month</u>	<u>2007 Base Per Month</u>	<u>2008 Base Per Month</u>	<u>2009 Base Per Month</u>	<u>2010 Base Per Month</u>
<b>1</b>	\$5,328.00	\$5,488.00	\$5,653.00	\$5,822.00	\$6,055.00
<b>2</b>	\$5,680.00	\$5,851.00	\$6,026.00	\$6,207.00	\$6,455.00
<b>3</b>	\$6,065.00	\$6,247.00	\$6,434.00	\$6,627.00	\$6,892.00
<b>4</b>	\$6,477.00	\$6,671.00	\$6,871.00	\$7,077.00	\$7,360.00
<b>5</b>	\$6,901.00	\$7,108.00	\$7,321.00	\$7,541.00	\$7,843.00
<b>6</b>	\$7,372.00	\$7,593.00	\$7,821.00	\$8,055.00	\$8,377.00
<b>7</b>	\$7,863.00	\$8,099.00	\$8,342.00	\$8,592.00	\$8,936.00
<b>8</b>	\$8,387.00	\$8,639.00	\$8,898.00	\$9,165.00	\$9,532.00

#### b) FIRST OFFICERS

<u>LEVEL</u>	<u>2006 Base Per Month</u>	<u>2007 Base Per Month</u>	<u>2008 Base Per Month</u>	<u>2009 Base Per Month</u>	<u>2010 Base Per Month</u>
<b>1</b>	\$2,904.00	\$2,991.00	\$3,080.00	\$3,173.00	\$3,300.00
<b>2</b>	\$3,116.00	\$3,209.00	\$3,305.00	\$3,405.00	\$3,541.00
<b>3</b>	\$3,346.00	\$3,447.00	\$3,550.00	\$3,657.00	\$3,803.00
<b>4</b>	\$3,592.00	\$3,699.00	\$3,810.00	\$3,925.00	\$4,082.00
<b>5</b>	\$3,842.00	\$3,957.00	\$4,076.00	\$4,198.00	\$4,366.00
<b>6</b>	\$4,123.00	\$4,247.00	\$4,374.00	\$4,505.00	\$4,686.00
<b>7</b>	\$4,416.00	\$4,548.00	\$4,685.00	\$4,825.00	\$5,018.00
<b>8</b>	\$4,727.00	\$4,868.00	\$5,015.00	\$5,165.00	\$5,372.00

#### c) FLIGHT ENGINEERS

<u>LEVEL</u>	<u>2006 Base Per Month</u>	<u>2007 Base Per Month</u>	<u>2008 Base Per Month</u>	<u>2009 Base Per Month</u>	<u>2010 Base Per Month</u>
<b>1</b>	\$2,904.00	\$2,991.00	\$3,080.00	\$3,173.00	\$3,300.00
<b>2</b>	\$3,116.00	\$3,209.00	\$3,305.00	\$3,405.00	\$3,541.00
<b>3</b>	\$3,346.00	\$3,447.00	\$3,550.00	\$3,657.00	\$3,803.00
<b>4</b>	\$3,592.00	\$3,699.00	\$3,810.00	\$3,925.00	\$4,082.00
<b>5</b>	\$3,842.00	\$3,957.00	\$4,076.00	\$4,198.00	\$4,366.00
<b>6</b>	\$4,123.00	\$4,247.00	\$4,374.00	\$4,505.00	\$4,686.00
<b>7</b>	\$4,416.00	\$4,548.00	\$4,685.00	\$4,825.00	\$5,018.00
<b>8</b>	\$4,727.00	\$4,868.00	\$5,015.00	\$5,165.00	\$5,372.00

d) SECOND OFFICERS

<u>LEVEL</u>	<u>2006 Base Per Month</u>	<u>2007 Base Per Month</u>	<u>2008 Base Per Month</u>	<u>2009 Base Per Month</u>	<u>2010 Base Per Month</u>
<b>1</b>	\$1,307.00	\$1,346.00	\$1,387.00	\$1,428.00	\$1,485.00
<b>2</b>	\$1,434.00	\$1,477.00	\$1,521.00	\$1,567.00	\$1,629.00
<b>3</b>	\$1,559.00	\$1,606.00	\$1,654.00	\$1,704.00	\$1,772.00
<b>4</b>	\$1,685.00	\$1,736.00	\$1,788.00	\$1,841.00	\$1,915.00
<b>5*</b>	\$1,805.00	\$1,859.00	\$1,914.00	\$1,972.00	\$2,051.00
<b>6*</b>	\$1,931.00	\$1,989.00	\$2,049.00	\$2,110.00	\$2,195.00
<b>7*</b>	\$2,051.00	\$2,112.00	\$2,176.00	\$2,241.00	\$2,331.00
<b>8*</b>	\$2,176.00	\$2,242.00	\$2,309.00	\$2,378.00	\$2,473.00

\*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 , 737 AND HERCULES FLYING BONUS**

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

<u>POSITION</u>	2006	2007	2008	2009	2010
CAPTAIN	\$49.01	\$50.48	\$51.99	\$53.55	\$55.69
FIRST OFFICER	\$33.14	\$34.13	\$35.15	\$36.21	\$37.66
FLIGHT ENGINEER	\$33.14	\$34.13	\$35.15	\$36.21	\$37.66
SECOND OFFICER	\$13.06	\$13.45	\$13.86	\$14.27	\$14.84



**A.4 HS 748 AND ATR 42 NORTH OF 55° NORTH LATITUDE**

a) CAPTAINS

<u>LEVEL</u>	<u>2006 Base Per Month</u>	<u>2007 Base Per Month</u>	<u>2008 Base Per Month</u>	<u>2009 Base Per Month</u>	<u>2010 Base Per Month</u>
1	\$3,845.00	\$3,960.00	\$4,079.00	\$4,202.00	\$4,370.00
2	\$4,030.00	\$4,151.00	\$4,276.00	\$4,404.00	\$4,580.00
3	\$4,210.00	\$4,336.00	\$4,466.00	\$4,600.00	\$4,784.00
4	\$4,395.00	\$4,527.00	\$4,663.00	\$4,803.00	\$4,995.00
5	\$4,574.00	\$4,711.00	\$4,853.00	\$4,998.00	\$5,198.00
6	\$4,753.00	\$4,896.00	\$5,043.00	\$5,194.00	\$5,402.00
7	\$4,933.00	\$5,081.00	\$5,233.00	\$5,390.00	\$5,606.00
8	\$5,119.00	\$5,273.00	\$5,431.00	\$5,594.00	\$5,818.00

b) FIRST OFFICERS

<u>LEVEL</u>	<u>2006 Base Per Month</u>	<u>2007 Base Per Month</u>	<u>2008 Base Per Month</u>	<u>2009 Base Per Month</u>	<u>2010 Base Per Month</u>
1	\$2,701.00	\$2,782.00	\$2,865.00	\$2,951.00	\$3,069.00
2	\$2,834.00	\$2,919.00	\$3,006.00	\$3,096.00	\$3,220.00
3	\$2,953.00	\$3,042.00	\$3,133.00	\$3,227.00	\$3,356.00
4	\$3,079.00	\$3,171.00	\$3,266.00	\$3,364.00	\$3,499.00
5	\$3,198.00	\$3,294.00	\$3,393.00	\$3,495.00	\$3,634.00
6	\$3,325.00	\$3,425.00	\$3,527.00	\$3,633.00	\$3,778.00
7	\$3,443.00	\$3,547.00	\$3,653.00	\$3,763.00	\$3,913.00
8	\$3,570.00	\$3,677.00	\$3,787.00	\$3,901.00	\$4,057.00

**A.5 HS 748 AND ATR42 FLIGHT BONUS NORTH OF 55°NORTH LATITUDE**

In addition to the foregoing monthly base salaries, Flight Crew Members operating HS 748 and ATR42 north of 55° north latitude shall be paid the following bonus per credited flight hour:

<u>POSITION</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
CAPTAIN	\$40.53	\$41.75	\$43.00	\$44.29	\$46.06
FIRST OFFICER	\$12.75	\$13.13	\$13.53	\$13.93	\$14.49

**A.6 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.

## APPENDIX B Pay Rules

### B.1 STARTING LEVELS

- a) Save and except as provided for hereinafter, Flight Crew Members shall commence in each Position at Level 1.
  - i) A Type B Captain who moves to a Type C or Hercules First Officer Position shall commence in the new Position at the same level as he held as a Type B Captain;
  - ii) A Flight Crew Member transferring to a Position of equal or lower authority, either within Type B, or within Type C and/or the Hercules, will commence in the new Position at the same level that he held in the Position from which he is transferring.
  - iii) A Flight Crew Member transferring to a position of equal authority on the same Type (B or C) of aircraft shall commence the new position at a pay level equal to the years of service within that Type;
  - iv) A Flight Crew Member who is awarded a Position that he previously held, shall commence in the new Position at the pay level at which he was previously paid, unless the rules in (i), (ii) or (iii) apply; and
  - v) An individual with a current multi-engine instrument rating commencing employment in the Second Officer position shall begin at Level 3.
- b) The Flight Crew Member must complete twelve (12) months in the new Position prior to advancing to the next level.

### B.2 TEMPORARY ASSIGNMENT

- a) A Captain assigned to temporary service as a First Officer will be paid at his regular Captain's rate.
- b) A Captain who requests a flight as First Officer in open flying will retain his Captain's 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 Officer's pay plus:
  - the difference between a Level One Captain's base rate and his base rate, and
  - the Captain's flight pay for the days worked in the Captain's position.

d) i) 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.

ii) The provisions of B.2 (d)(i) above shall not apply in the case of a Flight Crew Member falling under the terms of 17.09 “Fill-In” position.

### **B.3 PILOTS DISPLACED DUE TO REGRESSION**

Flight Crew Members 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 successful line check when employed in that Position.

### **B.5 MINIMUM GUARANTEE**

In addition to his annual base salary, a Flight Crew Member 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.6 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.6).

b) For Hercules Flight Crew Members, each duty hour in excess of five hundred and nineteen (519) hours in a three (3) month averaging period shall be paid at the rate of 1.5 times the Regular Duty Hour Rate.

c) For 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.6)

d) (i) Hercules, Type C and non rotating Type B Flight Crew Members required to work on a GDO (Voluntary Overtime) shall be paid an additional one and a half (1.5) times the Regular Duty Hour Rate (even if he has not worked in excess of 173 hours in a month or, in the case of the

Hercules, 519 hours in a 3-month period). 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).

(ii) Hercules, Type C and non rotating Type B Flight Crew Members required to work on a GDO (Drafted) shall be paid an additional two (2) times the Regular Duty Hour Rate (even if he has not worked in excess of 173 hours in a month or, in the case of the Hercules, 519 hours in a 3-month period). 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).

(iii) Rotating Type B Flight Crew Members refer to C.16.3 (c). The draft rate of pay for a rotating Type B Flight Crew Member shall be two (2) times the Regular Duty Hour Rate. However such hours shall not be added to the other hours worked by the Flight Crew Member during the calendar year (i.e., no double dipping for overtime).

- e) Hercules Type C aircraft and non rotating Type B Flight Crew Members who bid for Open Flying on a GDO shall not be eligible for pay pursuant to (d) above; but such duty hours shall be added to the other hours worked by the Flight Crew Member during the month or pay cycle.
- f) Overtime duty hours shall be paid by the Company in the month following the month in which they were earned, or in the case of Hercules Flight Crew Members, on the first pay following the three month averaging period.

## **B.7 ADMINISTRATIVE DUTIES**

A Flight Crew Member assigned to administrative duties will receive a duty hour credit for each hour worked and four (4) pay credits.

## **B.8 DEADHEAD**

### **Rotating Flight Crew Members**

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) pay credits and actual duty hour credits for both his rotation travel days from his Home Base to his work location.

### **Non-Rotating Flight Crew Members**

A non-rotating Type B, Type C or Hercules Flight Crew Member shall receive pay credits for Deadheading as follows:

- a) Two (2) pay credits when legal crew rest is required prior to the work assignment after Positioning (2.11) from an individuals Home Base, and

- b) Where the duty period has been extended to Deadhead a Flight Crew Member to his Home Base, the Flight Crew Member will receive one (1) pay credit for each hour in excess of fourteen (14) duty hours to a maximum of four (4) pay credits.
- c) Where a Flight Crew Member Deadheads home after a crew rest, he shall receive two (2) pay credits for that day.

## **B.9 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) pay credit for each complete consecutive twelve (12) hour layover period. The foregoing is not applicable to Rotational Flight Crew Members when they are at their Home Base or their assigned base (YFB or YZF).

## **B.10 MINIMUM DAY**

Hercules, 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) pay credits.

A minimum day shall not apply to Deadheads or to Rotational Flight Crew Members.

## **B.11 LOSS OF BLOCKED FLIGHT**

Hercules, Type C and non-rotating Type B Flight Crew Members who lose a blocked flight due to cancellation, amalgamation or operational disruptions may be reassigned.

If at month end, Hercules, Type C and non-rotating Type B Flight Crew Members have lost a blocked flight(s) due to cancellation, amalgamation or operational disruptions and a shortfall between all originally projected pay credits for the month and actual pay credits exists, the shortfall shall be paid by the Company. 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.12 STANDBY DUTY**

- a) Type C and non-rotating Type B 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 Duty shall be credited with one (1) duty hour credit for each three hours or part thereof of actual duty, and one (1) pay credit for each six hours or part thereof of actual duty but no less than a minimum of two (2) pay credits per Standby Duty day.

- b) A Type C and non-rotation Type B Flight Crew Member who works on a Standby Duty day will receive the greater of the duty and pay credits for Standby Duty or the duty and pay credits for the assignment, but not both.
- c) For Type C and non-rotating Type B 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.
- d) Hercules Day Shift and Night Shift will equate to a standby pay credit should the Flight Crew Member not fly on that blocked day.

**B.13 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.14 TRAINING**

- a) A Flight Crew Member receiving initial training will be credited with eight (8) duty hours and three (3) pay credits for each day during classroom instruction, CPT and simulator. This is not applicable to new hires. Pay credits will be paid at the bonus rate on the aircraft Position for which the Flight Crew Member is being trained.
- b) A Flight Crew Member receiving recurrent training will be credited with (8) duty hours and three (3) pay credits for each day of classroom instruction and six (6) duty hours and three (3) pay credits for each day at simulator.
- c) Flight Crew Members undergoing aircraft flight training shall be paid as follows:  
Type C **and**  
Hercules- All Positions - three (3) pay credits per day  
Type B - Simulator - three(3) pay credits per day  
Type B - Aircraft - Captains \$30.00/flight  
- First Officers - \$15.00/flight  
This is not applicable to new hires.
- d) Type B and Type C Training Captains will receive pay credits equal to the actual flight time of the aircraft flight training sessions, plus an additional 1.5 pay credits

- e) Flight Crew Members who are designated as training pilots shall receive the following additional amounts:

Type C and Hercules

Ground or flight training	\$120.00/day
Line indoctrination	\$80.00/day
Line Check	\$120.00/day
Airborne or simulator check	\$180.00/day
Flight Engineer (all training events)	\$75.00/day

Type B

Ground or flight training	\$100.00/day
Line indoctrination	\$75.00/day
Line Check	\$100.00/day
Airborne or simulator check	\$150.00/day

**B.15**     **STATUTORY HOLIDAYS**

**Non- Rotational Flight Crew Members**

Statutory Holidays will be built into the blocks and designated by 'H'. For each Statutory Holiday day taken, a Flight Crew Member shall be credited with eight (8) hours of duty and four (4) pay credits.

**Rotational Type B Flight Crew Members**

Rotational Type B Flight Crew Members will have their Statutory Holidays included in their Rotational Days Off. Flight Crew Members will notify Crew Scheduling of the specific nine (9) days that they wish to designate as their Statutory Holidays.

**B.16**     **VACATION**

For Type C, Hercules and non- rotating Type B Flight Crew Members, refer to Article 10.05.

For rotating Type B Flight Crew Members, refer to Article 10.06. Rotational Type B Flight Crew Members will have three (3) weeks of vacation to be included in their Rotational Days Off. Flight Crew Members will notify Crew Scheduling of the specific three (3) weeks they wish to designate as their vacation. For each week of vacation taken, a rotational Flight Crew Member shall be credited with forty (40) duty hour credits.

**B.17 TABLE OF FLIGHT AND DUTY HOUR CREDITS**

	<b><u>Duty Hours</u></b>	<b><u>Flight Hours</u></b>
Flight Day	Actual duty hours	actual Flight Time
Reserve	0	0
Standby Duty	1 duty hour for every 3 hours of Standby Duty	1 pay credit for every 6 hours of Standby Duty or part thereof
Trainer (Classroom)	Actual classroom time	Equal to duty time
Trainer (Sim)	8	5.5
Trainer (Aircraft)	Actual	1.5 + Flight Time
Trainee (Classroom)	8	3
Trainee (Sim)	6	3
Trainee (Aircraft)	Actual duty	Captain - \$30 per flight FO - \$15 per flight
Type B		
Trainee (Aircraft)	Actual duty	3
Type C		
Statutory Holiday	8	4
Deadhead	Actual	2
Layover	1 in 8	1 per complete 12
Administration	Actual	4
Minimum Day	Actual	4**

\* this chart is subject to terms contained in the Agreement. In case of discrepancy the text of the Agreement shall prevail.

\*\* Not applicable to Rotational Flight Crew Members.



## 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 **REVISIONS TO BLOCK RULES**

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

### C.3 **DISCUSSION**

- a) The Association or the Company may reopen the block rules for discussion at any time upon written notice.
- b) A Blocking Committee will be formed to provide recommendations for improving scheduling techniques.

### C.4 **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.5 **BASING**

- a) 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. This does not apply to those Flight Crew Members covered under C.5 (b) (iii).

- b) For Hercules Flight Crew Members, the following rules shall apply:
- i. All Flight Crew Members will be deemed to be Yellowknife based.
  - ii. Crews residing in Yellowknife will be eligible for the non-rotational allowance as per 4.02.3.
  - iii. Flight Crew Members who are not residing in Yellowknife and are not receiving non-rotational living allowance as of March 08, 2002 may retain their current residence. Transportation from Edmonton to Yellowknife and return for non Yellowknife resident Flight Crew Members, will be on a duty day.
  - iv. Flight Crew Members not residing in Edmonton or Yellowknife will travel on their own time and expense to either Yellowknife or Edmonton so designated by the company.
  - v. Hercules Flight Crew Members who do not reside in Yellowknife will be provided with room and board at Company expense, comparable to that provided by the Company to other employees working northern rotation schedules.

## C.6 **BLOCK PREPARATION**

### **a) For Type C and non-rotating Type B :**

- i. All known flying and duty for the month will be blocked.
- ii. Blocks will be built as close to maximum flight and duty time limitations as practical in accordance with Canadian Aviation Regulations.
- iii. Requests for specific GDO's (up to a maximum of three (3)) may be submitted to Crew Scheduling in writing by individual Flight Crew Members by the eighth (8<sup>th</sup>) of the month prior to the month in which the days off are requested. These days will be awarded where operationally practical and in order of seniority. Flight Crew Members awarded GDO's in this manner will have assigned blocks.
- iv. Blocks will include guaranteed days off, reserve days, standby days, flights/flight pairings, vacation, training, administrative days, and all other flight or duty assignments.

- v. A block information package will be published with the blocks and will include the following information:

- New Station Designators
- Simulator and flight schedules
- Bid sheet and date and time of bid closure
- Association releases
- Flight Number(s) (including known deadhead flights or other known means of deadheading)
- Points(s) of departure and arrival
- Local time(s) of departure and arrival
- Scheduled flight time(s) for each leg
- Hotel name (if known)
- Other information management feels to be important

**b) For Hercules :**

- i. Blocks will be built in accordance with Canadian Aviation Regulations.
- ii. Any requests for specific GDO's (designated by RQ) must be submitted to Crew Scheduling in writing by individual Flight Crew Members by the eighth (8<sup>th</sup>) of the month prior to the month in which the days off are requested. These days will be awarded where operationally practical and in order of seniority.
- iii. Blocks will include guaranteed days off, Day Shift (designated by a D), Night Shift (designated by an N), vacation days, training days, administrative days, and all other flight or duty assignments.
- iv. Where the Company is aware of scheduled/contract work, where flights/flight numbers could be assigned, then Blocks will be built in accordance with the Block rules as set out in Appendix C for Type C Flight Crew Members.

**c) For Rotating Type B :**

- i. Monthly schedules for rotating Type B Flight Crew Members will be built and assigned by Crew Scheduling and shall be built in accordance with Canadian Aviation Regulations.
- ii. Blocks for YOW based Type B Flight Crew Members will normally be built on a 28-day cycle of 15 days on duty followed by 13 days' Rotational Days Off. This cycle may be adjusted in situations such as the payback of draft days, training, etc.

- iii. Rotational Days Off will include:
  - A. One hundred and twenty four (124) Guaranteed Days Off
  - B. up to twenty one (21) days per calendar year of accrued vacation;
  - C. up to nine (9) days per calendar year of statutory holidays, and
  - D. fifteen (15) days per calendar year to be used for the purpose of simulator, ground school training, and/ or Company business

#### **C.7 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 15<sup>th</sup> of the month of his intention to return to flying duties the next month. For Flight Crew Members who notify Crew Scheduling after the 8<sup>th</sup> of the month prior to the month in which he intends to return to flying, he shall have a block assigned by the Company.

#### **C.8 ASSIGNED BLOCKS**

Individual Blocks will be built and assigned for Flight Crew Members who:

- a) are on vacation or statutory holidays
- 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
- g) are on Special Assignments
- h) have been granted their request for specific GDO's
- i) are on the Hercules
- j) are Type B rotational

#### **C.9 DISTRIBUTION OF BLOCKS**

The Company will furnish all Flight Crew Members with a copy of the blocks no later than the twentieth (20<sup>th</sup>) of the month. This deadline may be extended by mutual agreement between the Association and the Company.

#### **C.10 REVISIONS TO BLOCKS**

Where applicable, revisions to pairings will be done prior to bidding periods, whenever possible. Revised schedules will be distributed to applicable Flight Crew Members.

**C.11 ERRORS IN BLOCKS**

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. There will be no compensation prior to the first (1st) day of the schedule.

**C.12 BID PERIOD**

For those Flight Crew Members who bid on their schedule, a bid period will be not less than five (5) days.

**C.13 BID**

For those Flight Crew Members who bid on their schedule, bids shall be submitted in writing, including e-mail, before the closing date and time, to Crew Scheduling. Telephone bids will be accepted for extenuating circumstances.

**C.14 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.15 BLOCK AWARDS**

Unless otherwise noted in this contract, seniority will govern the awarding of blocks. Blocks will be awarded within two (2) days after the bids have closed. This deadline may be extended by mutual agreement between the Association and the Company. Blocks will be posted in a prominent place.

**C.16 GUARANTEED DAY OFF**

Where applicable, all blocks will indicate guaranteed days off. These days shall be identified by a slash.

- a) For Type C and non-rotational Type B Flight Crew Members, at least six (6) of these days shall be scheduled in periods of not less than forty-eight (48) hours duration.
- b) Type C and non-rotational Type B Blockholders shall receive a minimum of eleven (11) guaranteed days off per month at their home base.

- c) Hercules blockholders shall receive a minimum of thirty-three (33) guaranteed days off every three (3) months at either Yellowknife or Edmonton as determined by the Company basing policy in C. 5.
- d) For rotational Flight Crew Members, reference C.6 c) iii), and C.16.3.
- e) In accordance with C.6 Type C, Hercules, and non-rotating Type B Flight Crew Members may ask for up to three (3) specific days off. These days may be three (3) consecutive days, or two (2) consecutive days, or one specific day, or any Saturday/Sunday combination.

**C.16.1 PRO-RATING FOR PARTIAL MONTHS – TYPE C and NON – ROTATIONAL TYPE B**

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

### C.16.2 PRO-RATING FOR PARTIAL 3-MONTH PERIODS - HERCULES

Hercules Flight Crew Members who are not available for a full three (3) month period will have their guaranteed days off pro-rated in accordance with the number of days they are available during this three month period. Unavailability includes but is not limited to vacation disability, and leaves.

Days Available	G.D.O.	Days Available	G.D.O.	Days Available	G.D.O.
1	0	32	11	63	23
2	0	33	12	64	23
3	1	34	12	65	23
4	1	35	12	66	24
5	1	36	13	67	24
6	2	37	13	68	24
7	2	38	13	69	25
8	2	39	14	70	25
9	3	40	14	71	26
10	3	41	15	72	26
11	3	42	15	73	26
12	4	43	15	74	27
13	4	44	16	75	27
14	5	45	16	76	27
15	5	46	16	77	28
16	5	47	17	78	28
17	6	48	17	79	28
18	6	49	17	80	29
19	6	50	18	81	29
20	7	51	18	82	30
21	7	52	19	83	30
22	8	53	19	84	30
23	8	54	19	85	31
24	8	55	20	86	31
25	9	56	20	87	31
26	9	57	20	88	32
27	9	58	21	89	32
28	10	59	21	90	33
29	10	60	22	91	33
30	11	61	22	92	33
31	11	62	22		

### **C.16.3 ROTATIONAL DAYS OFF – ROTATIONAL TYPE B**

- (a) All days off will be included in rotational time off and shall be called “Rotational Days Off”.
- (b) If the Company requires a Flight Crew Member to work during his Rotational Days Off, in excess of those days listed in C.6.3 (a) (iii) A, B C and D, the Company shall have until the end of the following two (2) rotations to give the Flight Crew Member alternate days off , as compensation.
- (c) If the Company is unable give the Flight Crew Member alternate days off, then the days that the Flight Crew Member was required to work shall be paid at a draft rate of pay.  
\* occasionally, (c) may only be calculable at the end of the Calendar Year

### **C.17 STANDBY (FOR NON-ROTATIONAL FLIGHT CREW MEMBERS ONLY)**

- a) Standby assignments will be blocked as required and designated by an “S”, or “S/M”, or “S/E”, or “S/C”. The time period for each standby assignment will be as follows:
  - “S” 0500 to 2100 hours local time
  - “S/M” 0500 to 1700 hours local time
  - “S/E” 1700 to 0500 hours local time
  - “S/C” as established by the Company
  - “D1” Hercules standby 05:00 – 17:00 Crew #1
  - “D2” Hercules standby 05:00 – 17:00 Crew #2
  - “N” Hercules standby 17:00 – 05:00
- b) The foregoing times and standby assignments identified in C.17 (a) may be changed to meet operational requirements upon notification to the Flight Crew Member(s) affected. Standby duty will never exceed sixteen (16) hours in a twenty-four (24) hour period.
- c) When possible “S/E” assignments will be blocked in groups of three (3) or more.



**C.17.1 COMMITMENT (FOR NON-ROTATIONAL FLIGHT CREW MEMBER)**

- 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 and may be 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 all or part of a Standby Duty Day.

**C.18 RESERVE (FOR ALL FLIGHT CREW MEMBERS)**

- a) A Flight Crew Member not on Operational Duty, Standby Duty, Vacation, or a Guaranteed Day Off is on a Reserve Day and is available to the Company should the Company require them to be assigned to duty.
- b) A Flight Crew Member on a Reserve day is required to contact Crew Scheduling 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 Reserve.
- d) Where applicable reserve days will be blocked and designated by an R.

**C.19 DUTY PERIOD**

- 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 rescheduled 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.20 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 except where governed by Canadian Aviation Regulations.

#### **C.21 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.22 RELEASE FROM DUTY**

Where a Flight Crew Member has elected not to exceed Article C.21 (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.23 CALL-IN / NOTIFICATION PROCEDURE**

Type C and Non-Rotating Type B 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 (1½) before flight departure for specific operations.

Hercules Flight Crew Members will be notified by the Co-ordinator or his designate one (1) hour prior to reporting time.

#### **C.24 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.25 OPEN FLYING**

### **C.25.1 NOTIFICATION**

Crew Scheduling shall maintain a current list of open flights for Type C and Non-Rotational Type B Flight Crew Members and a current list of open days for Rotational and Hercules Flight Crew Members.

### **C.25.2 BIDDING FOR OPEN FLYING and VOLUNTARY OVERTIME**

- a) Subject to C.25.4 Flight Crew Members may bid in writing for open flights and voluntary overtime as per C.26.1 (a)(vi), indicated in the Open Flying Book or for open flights/ days that may become available in the future. Telephone bids will be accepted for extenuating circumstances. The Open Flying Book shall be kept in Ottawa. Open flights (for Type C and Non-Rotational Type B) shall be posted at YOW, YEG and YZF for the information of Flight Crew Members.
- b) Flight Crew Members may bid in writing for day(s) on which any assignments may become available.
- c) “Voluntary Overtime” occurs where Flight Crew Members submit their name for an open flight/flight pairing/day in the Open Flying Book under the Voluntary Overtime section. The flight/flight pairing/day will be awarded as per clause C.26.1.
- d) A Flight Crew Member may not be on the Open Flying list and the Voluntary Overtime list for the same day.

### **C.25.3 COMMITMENT**

- a) A Flight Crew Member who bids pursuant to C.25.2 (a) must be available to fulfil the assignment(s) that he bid for when he is contacted by the Company. Once awarded an open flight or voluntary overtime, the Flight Crew Member will be deemed to be scheduled on the flight/day.
- b) A Flight Crew Member who bids for a day(s) pursuant to C.25.2 (b) must be available to fulfill the assignment(s) that are awarded to him for the day(s) that he had bid for when he is contacted by the Company. Once awarded an open flight or voluntary overtime, the Flight Crew Member will be deemed to be scheduled for the flight/day.
- c) Should a Flight Crew Member wish to remove his name from the open flying list, he must provide notification in writing to Crew Scheduling at least twenty four (24) hours in advance of any open flights or days that he had bid on.

- d) Should a Flight Crew Member wish to remove his name from the voluntary overtime list, he must provide notification to Crew Scheduling (in writing or by phone) by no later than 1900 hours local time the day before any open flights or days that he had bid on. Should the Flight Crew Member not provide this notice, he shall remain on the voluntary overtime list for that next day or flight(s).

#### **C.25.4 ELIGIBILITY**

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

- a) He has the necessary off-duty rest period, and;
- b) He will be able to operate his next flight or flight sequence, and;
- c) He will have the necessary days off to do the flight or flight sequence, and;
- 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 and voluntary overtime will be awarded as soon as is practical from among eligible Flight Crew Members on the Open Flying list or Voluntary Overtime list at the time of the award.

#### **C.25.5 AVAILABILITY**

Flight Crew Members may call Crew Scheduling to query open flights or available days and to place their bid for open flights/ days pursuant to C.25.2 (a).

### **C.26 ORDER OF FLIGHT ASSIGNMENT**

#### **C.26.1 FOR TYPE C AND NON-ROTATIONAL FLIGHT CREW MEMBERS**

- a) The order\* of flight assignment for Type C and Non-Rotational Type B 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
  - v. Flight Crew Member on reserve
  - vi. Voluntary Overtime among Flight Crew Members who are on the voluntary overtime list. These hours shall be treated as per B.6 (d)(i)
  - vii. Draft. These hours shall be treated as per B.6(d)(ii)

\* Subject to the provisions of C.27.1 (g)

- b) Options (ii) through (vi) will be utilized in order subject to the Flight Crew Member's ability to operate his next blocked assignment. For further certainty, where the Order of Flight Assignment would cause the Flight Crew Member to become ineligible to work his next blocked assignment the Company will move to the next step in the order which does not cause that result.
- c) If following the order of flight assignment would result in the application of C.26.1 (vii), Crew Scheduling may, at its discretion, contact Flight Crew Members and offer voluntary reassignment to fulfil an assignment. Should a Flight Crew Member's reassigned flight duties fall on a day(s) that had been previously blocked as a GDO(s) or as a Voluntary Overtime, the FCM shall be paid as per B.6 (d)(ii) or B.6 (d)(i) as applicable. A Flight Crew Member accepting voluntary reassignment pursuant to the terms of this clause shall be paid the greater of the total of the flight credits of the reassignment or the total of the previously blocked schedule for the same corresponding time period. For further clarity the following example is provided:

If a Flight Crew Member had a four (4) day schedule consisting of

1. a flight (8 hours)
2. a standby day (2 hours)
3. GDO (with his name in for Voluntary Overtime)
4. GDO

and then the same Flight Crew Member agrees to voluntary reassignment to a four (4) day charter consisting of 4.5 flight hours each day for the same four (4) days as described immediately above consisting of

1. 4.5 paid flight hours
2. 4.5 paid flight hours
3. time and one half (1.5X) for duty hours paid as per the provisions of Voluntary Overtime, plus 4.5 paid flight hours
4. double time (2X) for duty hours paid as per the provisions of Draft, plus 4.5 paid flight hours)

The total flight credits that would have been paid for the first four day scenario would be compared to the total flight credits that would be paid for the second scenario, and the greater of the two calculations would be paid to the Flight Crew Member. The Flight Crew Member shall receive the duty hour credits worked from the reassignment.

- d) 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.

**C.26.2 FOR ROTATIONAL FLIGHT CREW MEMBERS**

The order of flight assignment shall be determined by Crew Scheduling. Every attempt shall be made to equalize the hours per rotation between the Flight Crew Members.

**C.26.3 FOR HERCULES FLIGHT CREW MEMBERS**

The order of flight assignment shall be determined by Crew Scheduling.

**C.27 REMOVAL/REASSIGNMENT****C.27.1 REMOVAL**

A Type C or Non-Rotational Type B 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
- g) To accommodate a qualification stipulated in a client contract, in an insurance policy, CARS, or for specialized flight assignments requiring Training Captains.

The Company may remove a Rotational or Hercules Flight Crew Member from Duty.

**C.27.2 REASSIGNMENT**

In the event that, a Flight Crew Member is removed from a flight pursuant to C.27.1, Crew Scheduling will have the opportunity to reassign the individual to other duty within the block.

**C.28 FLIGHT / ROTATION SWITCH****C.28.1 PROCEDURE**

The request for a flight or rotation 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.28.2 CONDITIONS**

In assessing the request for a flight or rotation 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.29 DRAFT PROCEDURES****C.29.1 DRAFT DEFINITION**

For Non- Rotational Flight Crew Members, a Draft is an involuntary assignment of a Flight Crew Member to duty on a guaranteed day off.

For Rotational Flight Crew Members, a Draft is an involuntary assignment of a Flight Crew Member to duty on a rotational day off, beyond those days listed in C.6 (c) (iii).

**C.29.2 DRAFT PROCEDURES**

Crew Scheduling is responsible to produce blocks that will ensure appropriate days off and coverage for all flights within a month or schedule. 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 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 in accordance with clause 4.03.1 for the distance from the Flight Crew Members principle residence to and from work. For Hercules and Rotational Flight Crew Members, this must be pre-approved.

**C. 29.3 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.30 REST PERIOD****C.30.1 MINIMUM DURATIONS**

- a) For Type C and non-rotating Type B Flight Crew Members, 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. ("between flights" means the time between scheduled Blocks In to scheduled Blocks Off).

- b) For Hercules Flight Crew Members, minimum rest periods will normally be ten and a half (10 ½ ) hours between duty periods.
- c) The Company reserves the right to reduce these times in a) and b) providing the Flight Crew Member receives eight (8) hours of prone rest.

**C.30.2** 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.31** **MONTHLY ACTIVITY RECORDS**

A record of each Flight Crew Members accumulated flight times shall be maintained by the Company and made available to the Flight Crew Members concerned, on request. Notwithstanding the foregoing, Flight Crew Members have a responsibility to maintain their own records in accordance with the terms of the Company Operations Manual and the Canadian Aviation Regulations.



## **APPENDIX D**

### **Rotational Flight Crew Members**

The provisions contained in the main body of the agreement and Appendices A, B & C will apply to Rotational Flight Crew Members, unless the provision specifically applies to non- Rotational Flight Crew Members only, or specifically excludes Rotational Flight Crew Members.

## **APPENDIX E**

### **Hercules Operations**

The following terms and conditions contained in Appendix E will apply to Hercules Flight Crew Members only. As well, those provisions contained in the main body of the agreement and Appendices A, B & C will apply to Hercules Flight Crew Members, unless the provision specifically applies to non- Hercules Flight Crew Members only, or specifically excludes Hercules Flight Crew Members.

#### **NORMAL SCOPE OF BUSINESS**

Where Flight Crew Members are to be assigned to areas of known hazard to safety or health, this shall first be discussed with the Association. Any necessary arrangements shall be made to ensure the health and safety of the Flight Crew Members including but not limited to preparing plans for medical treatment in an alternate location where the Flight Crew Member is assigned to an area lacking medical treatment sufficient to ensure the health and safety of the Flight Crew Member. The Company further undertakes to ensure that life insurance coverage provided herein shall be maintained.