

COLLECTIVE AGREEMENT #1

Between

FIRST AIR



and

FLIGHT CREW MEMBERS
of
FIRST AIR

As represented by
AIR LINE PILOTS ASSOCIATION



January 1, 2011 to
December 31, 2015

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SECTION 1 PREAMBLE

1.01 Recognition

This Agreement is made and entered into by and between First Air, hereinafter known as the “Company”, and the Flight Crew Members in the employ of First Air, as represented by the Air Line Pilots Association International, hereinafter known as the “Association”. The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Company, the Association and the Flight Crew Members and to set forth herein certain terms and conditions of employment for all Flight Crew Members described in the certificate issued August 20, 2008, covering Flight Crew Members employed by First Air. The parties to this Agreement share a desire to improve the quality and the safety of the airline.

The Company recognizes the Association as the sole bargaining agent, as certified by the Canada Industrial Relations Board dated August 20, 2008 or as may be amended, for the Flight Crew Members employed by the Company in its flight operations.

1.02 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.

SECTION 2 DEFINITIONS

As used in this agreement, along with the Memorandum(s) of Agreement, the following terms shall have the following meanings unless otherwise specified.

AFIRS:

Automatic Flight Information Reporting System.

Agreement:

The Collective Agreement and Memorandum(s) of Agreement 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.

Authority:

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

Block In:

The time the aircraft comes to rest at the end of a flight.

Block Out:

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

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.

Contract Basis:

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

Data Recorders:

Means Cockpit Voice Recorders (CVR's) and/or Flight Data Recorders (FDR's), and AFIRS, or any device capable of recording data.

Day:

A Twenty-four (24) hour consecutive period.

Deadhead/Position/Rotate:

Travel by air or surface transportation at Company request to meet the requirements of service.

Draft:

The involuntary assignment of a Flight Crew Member to duty on a Guaranteed Day Off.

Flight Crew Member:

A Flight Crew Member assigned to a position of a Captain, a First Officer or a Flight Engineer and who is a member of the bargaining unit.

Flight Time:

Means the elapsed time between Block Out and Block In.

Grey Day:

A day designated in a schedule in which there are no assigned duties but the FCM may be required to work.

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.

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.

Month:

For the purpose of this Agreement, a "month" means a calendar month except that February shall be the period from January 31st to March 1st 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.

Non-Flying Position:

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

Normal Scope of Business of the Company:

For B737 Aircraft - work located within Canada or the North American continent.
For L382 and B767 Aircraft- work located worldwide. This does not prevent future negotiations for deployment of aircraft on unique/special assignments.
For ATR Aircraft- work located within Northern Canada

Northern Canada:

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

Open Flying:

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

Pilot Manager:

Any licenced Pilot or Flight Engineer that hold the following manager positions: Vice President – Flight Operations, Director – Flight Operations, Chief Pilot, Chief Flight Engineer and Manager – Flight Safety.

Position:

Consists of three elements: Title (Captain, First Officer, and Flight Engineer); Aircraft (B767, B737, ATR, L382 etc.); and Base. Therefore an example of a “Position” would be “Captain B767 YOW”.

Probationary Period:

The Assessment period for a Flight Crew Member prior to the Flight Crew Member being considered a permanent employee.

Regular Duty Hour Rate:

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

Schedule:

Published monthly duty rosters that adhere to the Collective Agreement and the Canadian Aviation Regulations, and are either assigned to a Flight Crew Member or available for bid by seniority.

Schedule Holder:

A Flight Crew Member awarded or assigned a schedule.

Special Assignment:

Operations outside the Normal Scope of Business of the Company, that require negotiations for the terms and conditions of such work.

Statutory Holidays:

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

SECTION 3 CO-OPERATION

3.01 Management Rights

The Association agrees that the Company has the right 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. The Company commits to exercising its management rights in a fair and reasonable manner.

3.02 Company Policies

Flight Crew Members shall be governed by policy produced by the Company, Transport Canada and aircraft manufacturers. If Company policy conflicts with this Agreement, this Agreement shall apply. The Company rules and policies shall be sufficiently clear, shall be brought to the attention of applicable Flight Crew Members, through normal communication methods, shall be enforced in a fair and reasonable manner, and shall be based on a legitimate Company interest.

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 there shall be no strike by Flight Crew Members during or after the term of this Agreement.

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.



SECTION 4 ALLOWANCES AND EXPENSES

4.01 Meals

4.01.1 Meal Allowances

Flight Crew Members who are away from their Home Base on Company assigned duty shall be provided the following hourly meal allowance for each hour away from Home Base. The rate will start at the beginning of the duty-upon departing Home Base and applies continuously until fifteen (15) minutes after arrival at the Flight Crew Member's Home Base.

Effective Date	Rate
August 1, 2013	\$2.71
January 1, 2015	\$2.92

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

4.01.2 Meal allowances will not apply to Rotating ATR Flight Crew Members when staying in staff housing as per Section 29.03.

4.01.3 Out of Country

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

4.01.4 International Meal Allowance

Flight Crew Members, operating outside of the North American continent shall be provided with a meal allowance of seventy-five dollars (\$75.00) US for each day or part thereof, commencing four (4) hours after arrival.

4.01.5 Company Provided Meals

A meal that can be prepared by a Rotating ATR 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.

The Company will be responsible to provide a selection of beverages and non-perishable snacks on all flights for unforeseen circumstances.

Where it is identified that the Company or the customer is the only reasonable source of meals, meals will be provided and the Flight Crew Members will not be eligible for the hourly meal allowances.

4.02 Rotational Allowance

Where a Rotating Flight Crew Member has moved out of Company provided housing, they shall be provided with a northern rotational allowance of three hundred seventy-five dollars (\$375.00) per month.

4.02.1 Northern Living Allowance

Flight Crew Members residing full time and working out of Western Arctic bases shall be entitled to a taxable northern living allowance of five hundred fifty dollars (\$550.00), (six hundred dollars (\$600.00) Jan 1st, 2014) per month. This amount shall be allocated to Box 32 of Flight Crew Members T4, however, it must be the same for all Flight Crew Members and they are responsible for the tax implications.

Crew Members residing full time and working out of Eastern Arctic bases shall be entitled to a taxable northern living allowance of seven hundred fifty dollars (\$750.00) 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. L382 and Rotating ATR 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 with free parking and transportation to and from the departure facility.

4.03.4 Rotating Flight Crew Members

Rotating Flight Crew Members shall be deemed Ottawa based. It shall be the Rotating 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 Rotating 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.

4.04 Hotel Gratuity

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. This does not apply to Flight Crew Members who receive room and board at Company expense.

4.05 Publications

Flight Operations will determine applicable navigation publications required for all aircraft 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 twenty dollars (\$20.00) per month and those forty and over will receive forty dollars (\$40.00) per month toward covering the cost of Transport Canada Medical, ECG and Licence Validation Certificate fees.

4.06.2 Licence, Instrument Renewals and Proficiency Checks

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

4.06.3 Passports

Passports must be renewed six (6) months prior to their expiry. The Company will cover the cost of a regular passport renewal fee once every four and a half (4.5) years for a 5-year passport, or once every nine and a half (9.5) years in the case of a 10-year passport, 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. If the Company requests express renewal, the Company will bear the cost.

4.07

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 forty-five dollars (\$45.00);
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 accommodation 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.

SECTION 5 MOVING

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 shall be allowed free, confirmed passes to the new location at a mutually agreed upon time, plus one (1) space available pass for the Flight Crew Member and a family member to conduct a house hunting trip at a mutually agreed upon time.
- b) The Flight Crew Member shall 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 (1,500) pounds per dependent to a family maximum of fifteen thousand pounds (15,000 lbs).

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. These moving days will be scheduled at a mutually agreed upon time; however, when the moving days are delayed at the Flight Crew Member's request, the Flight Crew Member shall be responsible for their own living expenses. When the Flight Crew Member's moving days are delayed, at his request, he will still be entitled to all of the provisions in Section 5.01 up to a maximum period of ten (10) months.



SECTION 6 SICK LEAVE

6.01 Definition

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

6.02 Entitlement

On January 1st of the first year in each two year period commencing January 1, 2008, fifteen (15) sick leave days will be credited to a Flight Crew Member's sick bank. 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. A Flight Crew Member may carry over up to a maximum of seven (7)-unused sick leave days into the following two year period. These days 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 days 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 days 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 base pay plus the greater of the pay credits on the Flight Crew Members schedule (including duty assignments to L382 and Rotating ATR Flight Crew Members) or the reassigned pay credits prior to the sick day.

6.05 Insufficient Sick Bank

Where a Flight Crew Member is sick or injured and has insufficient days 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 day 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 days to attend to dependent family care responsibilities. For the purpose of this section, dependent family shall be defined as the Flight Crew Member's spouse and / or dependent children.

The Company has the right to request information to support the Family Care Day.

6.08 Doctors Certificate

A doctor's certificate may be required for any period of illness or injury. The Company must have reasonable justification for asking for the Doctor's Certificate. When the Company requests a Doctor's certificate, the Company will reimburse the cost up to a maximum of twenty dollars (\$20.00) upon submission of receipt, up to a maximum of one hundred dollars (\$100.00), per calendar year.

6.09 Notification

Within reason a Flight Crew Member shall advise the Company of their illness with as much notice as possible.

6.10 Sick Bank Record

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

SECTION 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 intentionally erases a Data Recorder after an incident or accident shall be subject to discipline up to and including dismissal.

7.02 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 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.



7.03 AFIRS

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 AFIRS 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).

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



SECTION 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 replace 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 initial uniform for new hires. When a Flight Crew Member moves to a new type the Company will provide any additional pieces at no cost to the Flight Crew Member. Where the Company changes style, colour or uniform pieces, the Company shall bear the cost of providing replacement pieces.

ITEM	B737 and B767 CREWS	ATR CREWS	L382 CREWS	USEFUL LIFE IN YEARS
(a) 100% Company Cost				
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	N/A	1	1 F/E only	1
Epaulettes (pair)	1	1	1	1
Tie	2	N/A	1	1
Windpants	N/A	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) 50 - 50% Shared Cost				
Overcoat	1	N/A	N/A	3
Parka	1	1	1	2
Windpants	1	N/A	1	2
Insulated Coveralls	N/A	N/A	1	2

All uniform pieces will be new.



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 replacement uniform pieces that a Flight Crew Member is required to pay for 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 Termination/Resignation

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:

- a) 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.
- b) Where the Flight Crew Member has purchased replacement uniform pieces, and a balance remains owing to the Company the Flight Crew Member shall have the remaining balance deducted from his final pay and shall retain the uniform pieces.



8.08 Cleaning Allowance

For each month in which a Flight Crew Member is on the payroll in excess of nine (9) days, they shall receive a 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.



SECTION 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 Section 10.

9.02 Statutory Holidays per Month

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



SECTION 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:

0 - 2 years:	(4%)	14 days
3 - 9 years:	(6%)	21 days
10 - 19 years:	(8%)	28 days
20 years and more:	(10%)	35 days

10.03 Vacation Pay-Out

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

- a) While on vacation, non-rotational Flight Crew Members shall continue to be paid their monthly base pay and, if applicable, their Northern Living Allowance. In addition, they shall receive 2% of the previous year's flight bonus for each week of entitled vacation, and five point seven (5.7) Duty hour credits for each vacation day.
- b) Effective January 1, 2014, Rotating ATR Flight Crew Members will begin accruing vacation pay on flying bonus. Effective January 1, 2015, Rotating ATR Flight Crew Members, shall be paid the same as paragraph (a), above.

- c) Rotating ATR Flight Crew Members with ten (10) or more years with the Company will not be allowed to take more than twenty one (21) days of vacation in the year, and therefore any unused vacation days at the end of the year will be paid out.
- d) For the balance of 2013, Rotating ATR Flight Crew Members with ten (10) to nineteen (19) years of service will receive on each paycheque a vacation amount equal to two percent (2%) of that paycheque's base and bonus amount. Rotating ATR Flight Crew Members with twenty (20) or more years of service will receive on each paycheque a vacation amount equal to four percent (4%) of that paycheque's base and bonus amount.

10.06 Vacation Carry Over B767, B737, L382, and Non-Rotating ATR 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 seven (7) days of vacation to the following year. Flight Crew Members must advise Crew Scheduling via email or in writing of their intention to carry over seven (7) days' vacation time. This notification must accompany a Flight Crew Member's vacation bid pursuant to 10.07. At the discretion of the Director of Flight Operations, an additional seven (7) days (fourteen (14) days 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 vacation leave due to his vacation being cancelled because of operational requirements or unforeseen circumstances, he may carry over that portion into the subsequent year. However, under no circumstances will a Flight Crew Member lose earned vacation entitlement.

10.07 Bid Award Procedures

- 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 1st. Every week of the year shall be available for at least one (1) Flight Crew Member to be on vacation (Rotating ATR Flight Crew Members refer to Section 10.08), except those weeks which are noted below:

For B767 Flight Crew members, the period 18 December through 24 December is not available for bid; and

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 10.06. 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. Prior to assigning the unbid vacation, crew planning will contact the Flight Crew Member in an attempt to schedule the vacation at a mutually agreeable time.
 - iii. Flight Crew Members electing split vacations must bid their entire yearly vacation allotment at one time for the entire vacation year subject to 10.06.
 - iv. Flight Crew Members carrying over vacation from one year to the next shall bid the carried over portion pursuant to 10.07(b)(i) and 10.07(b)(iii).
- c) No bid of greater than fourteen (14) days will be allowed on any aircraft type between June 1 to September 30
- d) Bids must be a minimum of seven (7) days in duration. After completion of the vacation bid awards, a Flight Crew Member who has notified Crew Scheduling of their intent to carry over their vacation (pursuant to 10.06), 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.

10.08 Vacation Designation Rotating Flight Crew Members

For Rotating ATR Flight Crew Members, up to twenty-one (21) days of vacation will be included in their days off Northern Rotation.

10.09 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 only as a last resort.
- 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 dependents. Receipts shall be required.

10.10 Vacated Vacation Slots

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

SECTION 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 this Section while a Flight Crew Member is on any form of leave of absence, as described in this section.

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 Flight Crew Member's respective Chief Pilot, 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 Flight Crew Member's respective Chief Pilot.

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 email or 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, courier or e-mail with confirmation of receipt by the Company, 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 Section 16.03 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 in 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 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 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.

11.09 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	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

11.10 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	<input type="checkbox"/> CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			
PERSONAL	<input type="checkbox"/> 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	<input type="checkbox"/> 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 CANCELLING 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 CANCELLING 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



REQUEST FOR LEAVE OF ABSENCE

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 _____

VICE PRESIDENT, FLIGHT OPERATIONS
(SIGNED COPY, IF APPROVED - TO FLIGHT CREW MEMBERS)

11.11 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.

SECTION 12 MEDICAL REVIEW PROCEDURES

12.01 Investigations

Where the Company has reasonable grounds that a Flight Crew Member is unfit, he may be held out of service, with pay, for up to seven (7) days, pending medical investigation. The investigation will be conducted by a CAME mutually agreed upon by the Company and Association. The Company, with the Association's agreement, may extend this investigation period with pay.

12.02 Initiation of Medical Review Procedure

The Flight Crew Member will provide the Association and the Company with the results of the CAME's assessment. The Flight Crew Member has the option to seek a second medical opinion at his expense. Where the mutually agreed upon CAME 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 Section 12.03, within seven (7) days of receipt of this declaration by so notifying the Flight Crew Member's respective Chief Pilot in writing. However, in the event that the physicians agree and the declaration regarding the fitness of the Flight Crew Member results in a medical loss of licence, the provisions of Section 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 will be assessed by a qualified medical specialist agreed upon by the Company and the Association. 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 Section 12.03 that are not covered by Provincial or Territorial health benefits or the Company's medical insurance program shall be borne by the Company.

12.05 Fit Declaration

Where a Flight Crew Member originally declared unfit for operational requirements by the mutually agreed upon CAME is declared fit for operational requirements under Section 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 mutually agreed upon CAME is declared unfit for duty under Section 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 Section 12.06 above, that the Flight Crew Member is fit for flight duty, he must report his availability for duty within two (2) days.

SECTION 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 Section 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 Vice President, of Flight Operations in writing.
- e) Any decision not appealed shall be final.

13.07 Step 2

- a) The Vice President, of Flight Operations 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

Grievances may be initiated by the Company and shall be presented in writing to the Association, discussed with the Association, after which such grievance may be referred by the Company to arbitration as per Section 14 ARBITRATION.

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 head office in Kanata or such other places as mutually agreed to by the Parties.

SECTION 14 ARBITRATION

14.01 Eligibility

Any grievance not settled through the grievance procedure outlined in Section 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 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.



SECTION 15 PROBATIONARY PERIOD

15.01 New Employee

Every Flight Crew Member shall be subject 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 up to 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.

SECTION 16 SENIORITY

16.01 General

A seniority system has been developed in order to provide for an orderly method of;

- awarding Positions,
- determining layoff and recall,
- awarding displacement choices,
- awarding vacation and statutory holidays,
- and awarding schedules

The system consists of a master seniority list for Captains, and First 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 effective date 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 November 9, 2002, 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 as determined by the Association.

16.03 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.

16.04 Posting of Seniority List

- a) All Flight Crew Members employed by the Company, including those who are transferred to Pilot Management 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 written errors that can be corrected at any time.

16.05 Merger

Should the Company enter into a sale or purchase of a business as defined in the Canada Labour Code, which could result in the integration of Flight Crew Members seniority lists, this Collective Agreement shall remain in full force and effect, and the Canadian Industrial Relations Board Certificate and pilot seniority rights in effect at that time shall not be affected in any way, unless provisions to the contrary are contained in the Canada Labour Code.

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

Any confidential information shared with the Association in relation to a sale of the business may be subject to a proper confidentiality undertaking.

SECTION 17 ADVANCEMENT

17.01 General

Note: There will be no change to the current bid process as outlined in the Collective Agreement expiring December 31, 2010 until such time as the agreed upon electronic standing bid list is developed, approved and incorporated as proposed.

- 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 Pilot Management 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.

Notices of Open Positions will be issued as a result of attrition, increased crew requirements, New Equipment, New Base and Temporary Assignments. Subsequent vacancies that arise as a result of awards shall not be posted and will be awarded from the Standing Bid List.

The Notices of Open Positions will contain the following:

- Closing Date
- Minimum requirements of the Position
- Salary
- Rotating, or non-rotating
- Special terms and conditions
- Effective-to date
- Number of positions to be filled

All awarded and accepted bids will be forwarded to the MEC for publication to the membership.

- b) Standing Bid List

Flight Crew Members will make their bid preferences, known for existing Positions by means of a Standing Bid List. The Standing Bid List will be administered by the Company in an electronic format that is developed jointly by ALPA and the Company and is accessible on the internet. Flight Crew Members can modify their standing bid at any time.

Notices of Open Positions will be circulated via email for a period of fourteen (14) days and the purpose for the vacancy will be stated. At the end of the fourteen (14) day period, the Open Position and any subsequent vacancies arising from the Open Position award will be filled by the most senior qualified Flight Crew Member on the Standing Bid List, at the time of closing.



c) New Equipment, New Base

Notice of New Equipment/New Basing will be published for a minimum of fourteen (14) days prior to the notice of Open Position. The notice of Open Position will then be posted for a further fourteen (14) as per 17.01 b). The Company will add the new equipment and new base to the standing bid list prior to the bids being published.

d) In the case of a Temporary Assignment award, subsequent vacancies arising from the Temporary Assignment award will also be considered Temporary Assignments.

e) At the Company's discretion a Flight Crew Member who declines a Position may be frozen and will have no bidding rights for up to twelve (12) months unless the Flight Crew Member was on vacation for the entire bid period.

f) If it is necessary to rescind a Position award, all awards that occurred as a result of the original award will be rescinded.

g) Positions will be awarded before considering displacement choices to the same Position.

h) Where, after the application of the above, Open Positions still exist, the Company may fill the Open Position(s) pursuant to 17.04 and/or 17.05.

17.02 Assessment Review

All Flight Crew Members will be assessed for suitability for Positions sought.

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.

17.03 Minimum Flight Crew Guidelines

The minimum flight crew guidelines shall be as follows:

A/C STATUS	LICENCE	IFR	TOTAL HOURS	PIC TIME	NOTES
ATR-42 and the like 1st OFFICER	Comm. & ATPL Exams or IATRA	Group 1	1,500 750 multi	N/A	(1) (2)
ATR-42 and the like CAPTAIN	ATPL	Group 1	3,000 2,000 multi	1,500, OR 1,000 F/O with First Air of which 500 must be on ATR 42	(1) (2)
L382 FLIGHT ENGINEER	Flight Engineer & AME + L382 Endorsement	N/A	50	N/A	(2)
L382 FIRST OFFICER	ATPL	Group 1	3,000 2,000 multi	N/A	(2)
L382 CAPTAIN	ATPL	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	(2)
B767/B737 and the like 1st OFFICER	ATPL	Group 1	3,000 2,000 multi	N/A	(2)
B767/B737 and the like CAPTAIN	ATPL	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	(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.

17.04 Filling Vacancies When No Flight Crew Member Applies

In the event that no Flight Crew Member applies to fill an Open Position the Position will be filled in the following order;

- a) 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 and are not currently employed as a Flight Crew Member at First Air. 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 Section 16.03 shall apply.
- b) From outside the bargaining unit either through employment or on a Contract basis.

17.05 Filling Vacancies From Outside The Bargaining Unit

Notwithstanding Section 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-section 17.01, however, the exception provided for in this sub-section shall not apply.

17.06 Bid Commitment

- a) The maximum time a Flight Crew Member will be required to commit to a new type or new status on the same type will be for two (2) years from the bid award. The Bid Commitment will not prevent a Flight Crew Member from bidding the left seat on the same type.
- b) The maximum time a Flight Crew Member will be required to commit to a base will be for two (2) consecutive years from the bid award to the base.
- c) A Flight Crew Member affected by a bid commitment may be bypassed by the Company at time of subsequent bid if his term is not yet complete.
- d) If the Flight Crew Member is bidding on a base other than YOW, YEG or YZF any existing base commitment will not apply, but any type commitment may still apply.

17.07 Fill-In

- 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 decline 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) Individuals awarded a Fill-In Position will be trained for the Position with all the rules of Section 20 of the collective agreement applying.
- c) 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.
- d) 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.
- e) 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.
- f) In addition to the sixty (60) days identified in 17.07 (e), a Fill-In Position may be used to cover periods of short-term disability, as well as the duration required for extended line indoctrination, in accordance with the training program, when a Flight Crew Member is awarded a Captain's Position.
- g) The Flight Crew Member will be paid at the Level 1 rate of the Fill-In Position. 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.
- h) When the Flight Crew Member is finished a Fill-In assignment, he shall return to his permanent assignment.

17.08 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 Section 17.01.
- 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 Section 32.06 Starting Levels
- f) 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 Assignment, 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 Assignment.

17.09 Transfer to a Pilot Management or a Non-Flying Position

- a) Any Flight Crew Member who is transferred to a Pilot Management 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 Pilot Management 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 Pilot Management 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 Pilot Management Position, who wishes to return to a line function shall be able to exercise his seniority.
- f) All Pilot Management or Non-Flying Positions shall be filled at the discretion of the Company.

17.10 Initial Training

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

SECTION 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 ALPA), 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 Section 18.02 may choose to exercise his seniority by displacing another employee provided:

- a) He has more seniority than the employee being displaced, and
- b) He satisfies the qualification matrix in 17.03, and
- c) 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.

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 Section shall respond within seven (7) calendar days of receipt of their notice of lay-off advising the Company of:

- a) their acceptance of the lay-off, or
- b) 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 awarded in accordance with Section 17.
- c) If a Position is not filled through a) and b) above, the Company will recall Flight Crew Members who are on layoff from the Position in reverse order of seniority. 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 Section 16.03 shall apply.
- d) The Company shall serve the laid off Flight Crew Member with the recall notice by email or 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 16.03 shall apply.

18.09 Documentation

Flight Crew Members who have been laid off shall be responsible to ensure that Flight Operations 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 16.03 shall apply.

18.10 Severance

- a) A laid off Flight Crew Member shall be paid one (1) week's 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 installments 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 last day of the sixth (6th) month after the lay-off: one-third of the severance owed or up to 12 weeks of entitlement, whichever is greater;
 - iii) on the last day of the twelfth (12th) 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 Section 16.03 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.



SECTION 19 LICENCES

19.01 Flight Crew Licences

All Flight Crew Members must hold a valid licence 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 Licences

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.

SECTION 20 TRAINING

20.01 Training

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

1. Aircraft technical 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 Crew 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)(ii). "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 the initial or upgrade training program. A ground training failure will not be considered failure of a Step when determining cumulative failures.

- i) Should a Flight Crew Member withdraw from initial or upgrade training prior to a third attempt to succeed at training, the following will apply;
 - a) The Flight Crew Member will be allowed to return to his former Position, and
 - b) The Flight Crew Member can only bid on the same aircraft type and status to which he returned, for a period of 36 months, unless the Flight Crew Member demonstrates to a training or check pilot, above standard performance on three (3) consecutive recurrent training phases.
- ii) The Flight Crew Member in (i) above, who once again removes himself from another initial or upgrade training event prior to a third cumulative failure, will have the following apply;
 - a) The Flight Crew Member will be allowed to return to his former Position, and
 - b) The Flight Crew Member cannot bid on any Position for a period of 60 months
- iii) In either case of the 36 month or 60 month freeze, should the Flight Crew Member not have enough seniority to hold his former Position he will be placed on layoff and will not be eligible for severance. The Flight Crew Member will have recall rights to his former Position and have bidding rights to a smaller type or a lower status on the same aircraft type on which he was being trained. For the purposes of this Section, the L382 and B737 aircraft types will be considered equal.
- iv) In either case of the 36 month or 60 month freeze, should any element of the Flight Crew Member's former Position no longer exist, he will be placed on layoff and will not be eligible for severance. The Flight Crew Member will have bidding rights to a smaller type or a lower status on the same aircraft type on which he was being trained.
- v) 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

A Flight Crew Member in recurrent training may have no more than two (2) cumulative failures.

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.

A Flight Crew Member shall have the option of withdrawing from recurrent training after a second failure but before a third and final attempt to succeed at his training. In this case the Flight Crew Member shall be placed on a layoff, and will not be eligible for severance. The Flight Crew Member will have bidding rights limited to a vacant position on a smaller type or a lower status on the same aircraft type on which he was being trained for a period of thirty-six (36) months from withdrawal of training. If the Flight Crew Member remains on layoff status for a period of two (2) years and declines to bid on any Positions that he is qualified for, he shall be deemed to have resigned from employment with the Company.

If the Flight Crew Member is awarded a new Position he shall not have more than one (1) failure in training for a period of thirty-six (36) months from the date of withdrawal from training. Two (2) failures shall result in the termination of employment of the Flight Crew Member.

d) 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 Chief Pilot on type or his designate. A medical assessment by a Civil Aviation Medical Examiner (CAME) is required.

The CAME selected for the assessment must be mutually acceptable to both the Association and Company and the costs associated with this assessment shall be borne by the Company. If the CAME determines that the Flight Crew Member was suffering from an illness or disability, the failure will not be counted towards a failure of a Step. When the Company receives the CAME's medical assessment indicating that the Flight Crew Member is fit to resume training, he shall be provided with another opportunity to succeed at the Step.

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 Operations Manager to discuss his options.
- Note 3:** If a Flight Crew Member withdraws from initial or upgrade training and returns to his former position, the bid(s) for his former Position will be rescinded in order of seniority if CPT/simulator training has not commenced. If the Company is required for operational reasons to train out of seniority, and a Flight Crew Member withdraws from initial or upgrade training and returns to his former position, the most junior Flight Crew Member's bid will be rescinded whether or not CPT/simulator training has commenced.

SECTION 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, it shall be deducted using the following schedule

- Less than \$125 will be deducted from the next paycheque
- Between \$125 and \$500 it will be paid back over 4 pay periods
- Between \$500 and \$1000 it will be paid back over 5 pay periods
- Over \$1000 it will be paid back in \$200 increments per pay period

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 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 Member's 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 Member's 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.

SECTION 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 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.

22.04 Personal File

The Company shall maintain a personal file for each Flight Crew Member with a section containing all documents related to his employment. Upon reasonable request, the Flight Crew Member may review his personal file with local management present and with the request of the Flight Crew Member, a member of the Association will be present. Where the Flight Crew Member believes that the personal information contained in the file is inaccurate, he shall have the right to add a corresponding note to the file. 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.

22.05 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. 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.
- c) The Company shall allow Flight Crew Members to participate in the Company's Emergency Response Program where Flight Crew Members are involved.

22.06 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.

22.07 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). There shall be no mandatory retirement age, however a FCM's flight assignments may be subject to any applicable law(s) or regulations(s) (Canadian, international or other) that prohibits or restricts a FCM from flying based on a certain age. No compensation for any restrictions will be considered including applications for exemptions or exceptions. Any available exemptions or exceptions must be completed by the Flight Crew Member and provided to the Company in a time which allows schedules to be issued according to current practice.

22.08 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 22.08 (a) will apply.

22.09 Management Flying

- a) A Pilot Manager will not fly more than three hundred and sixty (360) actual flight hours per 12 month period, unless the Company can demonstrate that it made its best effort to crew in accordance with the terms of the Collective Agreement, including draft. A record of Pilot Manager hours will be submitted annually or as requested to the MEC Chairman.
- b) A Pilot Manager may displace a Flight Crew Member from any assigned flying. The Flight Crew Member so displaced shall receive the greater of the flight(s) and pay credits assigned to the flight(s) or the flight and pay credits performed by the Pilot Manager and is not subject to reassignment.

22.10 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 Members 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.

22.11 Admission to Flight Deck

Only the following personnel are authorized to enter the flight deck or occupy a seat in the flight deck:

- a) An operating Flight Crew Member.
- b) A crew member performing their duties.
- c) A Transport Canada Inspector or the equivalent regulatory authority when operating in another country provided an official identity card has been presented to the Captain.
- d) Any First Air employee, a Pilot, Flight Engineer or Flight Attendant that is currently employed by a wholly owned subsidiary or code share partner of First Air, provided there is no seat available for them in the passenger cabin, and their identity has been verified by means of a personal photo identification issued by their company or a restricted area pass.
- e) A person with expertise related to the airplane, its equipment or its crew members and who is required to be in the flight deck to provide a service to First Air provided that their identity has been verified by means of a personal photo identification issued by First Air or a foreign government or a restricted area pass.
- f) Persons with expertise related to the airplane, equipment or crew members shall include; Operations Manager, Director of Flight Operations, Aircraft Type Chief Pilots, Dispatchers, and Manager, Flight Safety.
- g) A First Air employee, who is undergoing aircraft cockpit familiarization for the performance of their duties, shall be permitted if a seat is available in the passenger compartment.

Admittance to the flight deck, while respecting the restrictions identified above continues to be at the discretion of the Captain with the exception of Transport Canada air carrier inspectors and crew members performing their duties.

A Transport Canada air carrier inspector shall be given access to the observer seat most suitable to perform the inspector's duties, as determined by the inspector.

SECTION 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.

23.06 Association Release

- a) Where operational requirements permit, a Flight Crew Member may be granted an Association Release to perform Association business. Association Release is not considered Company assigned duty.
- b) All Association Releases for these days must be requested in writing and approved by the MEC Chairman, or his designated representative, and confirmed in writing by the Company. Requests for Association Releases for planned meetings should be submitted to Crew Planning a minimum of forty-five (45) days in advance of the meeting.
- c) The Company will pay the Flight Crew Member all originally scheduled pay credits and base pay, affected by such Association Release and the Association will reimburse the Company for all costs associated with such Release except as provided in this Agreement.

- d) Once Association Release is granted, the day(s) in question will be respected as an Association Release day. In other words, unless all other options to crew the flight have been exhausted, including draft, the pilot will not be contacted to crew a flight and he will be considered off work.
- e) The parties agree that where Association Release is granted and taken as per (a) and (b) above, the reference to “all costs” in (c) includes the following elements:
- Pay Credits
 - Base pay
 - Employer Health Tax for Ontario residents (on Base Pay and Pay Credits)
 - Company RRSP Contribution (on Base Pay and Pay Credits)
 - Vacation (on Base Pay and Pay Credits)
 - Benefit Costs (excluding EI, CPP, and WSIB/WCB premiums)

This list includes all known costs at the time of the signing of this Agreement. Should there be any additions or deletions to this list; the Company agrees to provide the Association with thirty (30) days written notice to such change.

- f) The Company will only bill the Association for all of the Pay Credits costs (including related benefits) where the Association Release is taken on a GDO, on a Reserve day, on a Grey day, on a CARS day, in Ground school, on Vacation, on a day where the FCM also flew for the Company, or on a Statutory Holiday. In these situations, the Association will provide the Company with a written statement detailing the days where Association Release was taken.
- g) The Company will assume the cost of Association Releases for up to four hundred (400) pay credit hours per year during the term of this contract for dealing with Association business. The Company will schedule administrative duty for mutually agreed upon safety programs. The pay credit hours for this duty will not be part of the annual allotment of 400 hours.

- h) When it is necessary for the Company to cancel an Association Release, no hours will be deducted from the 400 hour allotment (nor will the Association be billed if the hours are beyond 400 hour allotment) and the Flight Crew Member will receive pay credits for the actual time worked. Additionally, there will be no penalty to the Flight Crew Member should he be unable to accept a flight due to the distance he may be away from base.
- i) When the Association has to cancel an Association Release for a B767, B737, L382 and/or Non-Rotating ATR Flight Crew member, the Association will provide the Company with at least twenty-four (24) hours notice (unless mutually agreed otherwise)
- j) Due to the nature of the schedules for Rotating ATR Flight Crew Members, if the Association must cancel an Association Release for this group, at least three (3) days notice will be provided to the Company.
- k) Where the Association cancels an Association Release, the affected Flight Crew Member(s) will be placed on a Grey Day subject to reassignment and the Company will not be responsible for paying the published minimums. If less notice is given than outlined in point (i) or (j) above (unless mutually agreed otherwise), the Association will be billed as if the Flight Crew Member took the day as Association Release and the Flight Crew Member will not be placed on a Grey Day subject to reassignment. In other words, the Association Release will stand.
- l) The Company may approve Association Leave without pay. The seniority and benefits will be in accordance with Section 11.09 and 11.10.

23.07 Association Travel

The Company will provide space available travel on the First Air network for Flight Crew Members on Association business for LEC, MEC meetings, negotiations and disciplinary meetings.



SECTION 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, 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.



SECTION 25 HOSTAGE AND/OR MISSING

- a) Any Flight Crew Member who, while engaged in the Company's operations is reported missing, or is interned, captured, held hostage or as a prisoner of war, shall be entitled to continuance of all pay, rights, benefits, seniority and privileges.
- 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.
- d) No Flight Crew Member will be forced by the Company to operate into an area excluded from coverage under the Company's Standard Insurance Policy or War Risk Insurance Policy.

SECTION 26 NEW AIRCRAFT / NEW BASE

26.01 New Aircraft

The wage rates and working conditions provided for in this Collective Agreement apply only to ATR 42/72, B737, B767 and L382 aircraft, presently utilized by the Company only in the Normal Scope of Business of the Company.

Should the Company acquire any aircraft other than a ATR 42/72, B737, B767 and L382, make a change in designation (rotating/non-rotating) or utilize the ATR 42/72, B737, B767 and L382, 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 Section 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 an ATR 42/72, B737, B767 and L382, the Company may hire flight crew member on a Contract Basis to operate the new equipment and the provision of Section 17.05 shall apply.

26.02 New Base

Should the Company decide to open up a new Flight Crew Member 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.

SECTION 27 NON-PUNITIVE SAFETY REPORTING AND INVESTIGATION PROCESS

27.01 Definitions for the Purposes of this Section

- a) **“Safety Event”** is an event or incident that affects the safety of an aircraft.
- b) **“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.

27.02 Event Reporting

- a) 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.
- b) 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 Manager, Flight Safety and forwarded to the Event Review Committee.
- c) When a third party submits a report concerning a Safety Event involving a Flight Crew Member, the Manager, Flight Safety will invite the Flight Crew Member to submit his/her own report on the event.

27.03 Event Review Committee (ERC)

- a) 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.
- b) 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 27.04 and/or 27.05.

27.04 Immunity from Discipline

- a) 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.
- b) 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.
- c) 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.

27.05 Exclusions from Immunity

- a) 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 27.02.
- b) 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.

27.06 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.

27.07 Confidentiality

- a) 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.
- b) 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.
- c) 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.
- d) 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.

27.08 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.

SECTION 28 FLIGHT DATA MONITORING PROGRAM

Definitions for the Purposes of this Section

- a) **“Flight Data Monitoring (FDM) Program”** is a program designed to enhance flight safety through the controlled collection and analysis of Operational Data.
- b) **“Operational Data”** is any data acquired, transmitted, recorded or downloaded by use of a Flight Data Recorder, Cockpit Voice Recorder, Automated Flight Information Recording System (AFIRS), or any other recording device.
- c) **“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. The day of the month of the subject flight and flight number will be considered the minimum identifying data. Once removed, the associated data will be considered “de-identified”.
- d) **“Identified Database”** is any recorded or collected Operational Data prior to the removal of all Identifying Data. This includes any recorded or collected flight data that identifies Flight Crew Members, and the specific identifying data; i.e. the day of the month of the subject flight and flight number.
- e) **“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.
- f) **“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.
- g) **“Flight Data Recorder (FDR)”** includes 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. For the purpose of this Section, AFIRS is considered a FDR device.
- h) **“Quick Access Recorder (QAR)”** is a form of Flight Data Recorder. Recording methods may be magnetic, optical (laser) or transmission to a ground station.
- i) **“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.

- j) **“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.
- k) **“FDM Team”** is a committee consisting of three (3) Company representatives appointed from the Flight Operations Department and/or Quality Assurance and three (3) FABMEC members selected by the FABMEC. The Company representatives on the Team must not have any disciplinary authority over Flight Crew Members.
- l) **“Event”** is an occurrence outlined in the “Master Event Set” that is maintained by the FDM Team.
- m) **“Event Set”** is the list of events pertaining to each specific aircraft type in the First Air fleet.
- n) **“Major Event”** is an event as determined by recorded or derived data, outside normal desired operating limits.
- o) **“Critical Event”** is an event as determined by recorded or derived data that significantly exceeds operating limits or has an immediate impact on safety.
- p) **“Designated FDM Team Member (Gatekeeper)”** is the FABMEC member of the FDM Team who is designated by the FABMEC 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. Additionally the individual will not hold a management or supervisory position in Flight Operations and will have no authority over First Air Flight Crew.
- q) **“Gatekeeper”** is the mutually agreed upon ALPA representative or his designee, who will have the sole ability to retrieve Identified Data from Operational Data.
- r) **“Service Provider”** is the third party who may be engaged by First Air to oversee the collection, analysis or protection of Operational Data under the Flight Data Monitoring Program.

FDM Program

Program Management and Oversight Details

- a) No person, except as expressly permitted by this agreement, may have access to the data collected in the FDM Program, whether or not it contains identifying data.
- b) The Company may establish an FDM Program for the enhancement of flight operations and flight safety through the controlled collection and analysis of operational data. The design, implementation, and operation of a FDM program shall be by documented mutual agreement between the Company and the Association. Any variation from the agreed-upon FDM program shall require the documented mutual agreement of the parties prior to implementation.
- c) The standard list of flight parameters, which will be monitored and the limits defining exceedances of any level, will be mutually agreed upon by the Company and the Association. The list shall be subject to review and all changes, deletions, or additions shall be approved by the Association through a managing partnership of the FDM program.
- d) Any additional areas of evaluation which the parties may desire to include in the FDM program must be mutually agreed upon by the Company and the Association prior to implementation. Any special studies or evaluations require mutual agreement by the Company and the Association.

FDM/Management Team

There shall be a FDM Team which will manage the program report and report to the Vice President, Flight Operations. It shall be composed of:

- a) No less than one ALPA Analyst,
- b) No less than one ALPA Analyst for each thirty (30) airplanes in the program,
- c) A process ensuring that a balance of ALPA Analysts, Corporate technical, analysis and program participants such that ALPA is a true partner with an equal voice in the FDM program.

Additionally:

- a) No member of the FDM team may have direct involvement in the discipline, demotion, dismissal or evaluation of First Air Flight Crew Members.
- b) One analyst will be the designated manager of the FDM program charged with the day-to-day management of the program including the transfer of data, compilation and delivery of reports, training of FDM team members, process documentation and program security
- c) The Manager, Flight Safety, is responsible for the integrity of the program and will be the team Chairman
- d) The FDM Team shall meet on a regular basis in order to oversee operations of the FDM program, establish and maintain necessary policies and procedures to ensure compliance with the provisions of all FDM agreements between the Association and the Company. Advance notice of Team meetings shall be provided to each member. The quorum for such meetings will include, at a minimum, one Corporate Analyst and one ALPA analyst
- e) All requests for safety or operational reports derived from the FDM program will be documented and such requests will be processed by the FDM team and said reports vetted and released by the FDM team.

General Provisions

The FDM Team Association members shall be released from flight duty for an appropriate number of days to travel, train, perform analysis, perform crew contact duties, and attend meetings with applicable paid credits of not less than the minimum daily credit per day as outlined in the Collective Agreement.

The FDM Team Association members shall be provided with appropriate electronic equipment, software, office space (if required) and access to Company software programs through internet portals or specifics provided by First Air such that the ALPA members can perform the analysis, animation and crew contact duties as required by the FDM processes and programs.

Air travel to and from meetings and work spaces (if required) will be provided for the Association FDM team.

Association analyst training will be provided by the Company and will be equivalent to the Company analyst training.

Any violation of the requirement of the agreed-upon FDM program, or the terms herein, shall immediately cause the FDM program to be held in abeyance until the infraction is resolved to the mutual satisfaction of both parties. Should the parties be unable to come to an agreement as to the resolution of the violation, the FDM program shall be terminated immediately and the relevant data permanently destroyed.

Sharing of aggregate, de-identified data outside the Company must be mutually agreed in writing by the Company and the FABMEC FDM Team on terms and conditions acceptable to both parties.

The Company shall provide the FABMEC FDM Team Members with the random, unobstructed opportunity to periodically verify the integration between AFIRS and FDM programs to ensure proper compliance.

AFIRS information will only be accessible to the FDM program through data download. No AFIRS real time transmitted data can be used in the context of the FDM program.

Any change in the use of the AFIRS data for FDM will be mutually agreed upon between First Air and the FABMEC FDM Team.

Data Retention and Security

- a) 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.
- b) 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.
- c) 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; see attached ADVISORY CIRCULAR.
- d) The design of the FDM Program shall ensure the initial confidentiality and ultimate anonymity of individual Flight Crew Members. Security of data will be the utmost principle contemplated in this Agreement. Any combination of identifying data which could be used to determine the identity of a Flight Crew Member combined with recorded flight data will be considered to be personal employee information as per the Canadian Labour Code and will be appropriately protected by the Company.

- e) No Flight Crew Member shall 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 Flight Crew Member for this waiver will be a matter of record.
- f) 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. AFIRS is exempt from this requirement.
- g) 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 FABMEC Executive for each request, in which the purpose of the use, the participants and the end-users are specified.
- h) AFIRS data obtained or derived therefrom shall 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 FDM, maintenance integrity programs to monitor engine or aircraft performance and flight following.
- i) 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.
- j) 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.
- k) 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.
- l) The Company may 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.
- m) 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, or by other means including, but not limited to, electronic distribution.
- n) 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.

- o) 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 Section 27 regarding the implementation of a Non-Punitive Safety Reporting and Investigation Process at First Air.
- p) FDM Program information (identified or de-identified) shall not be released to any third party whether it is a person, an entity or a government institution unless strictly compelled to do so by regulation or law or unless it is expressly permitted by the terms of an agreement between ALPA and the Company. In instances where the Company intends to release information when it believes that it is required to do so by operation of law, it shall notify the Association, in writing, of all of the relevant circumstances of the request for release of information in order to permit ALPA to contest the disclosure should it so choose.

SCOPE

- a) 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 FABMEC.
- b) 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 FABMEC and the group or individuals conducting such studies or evaluations.
- c) FDM Program Information shall not be released to any third party, except where required by regulation or legislation, without the approval of the FABMEC FDM Team. Any such agreement will be the subject of a written request between First Air and the FABMEC FDM Team.

DATA RETENTION

- a) The Service Provider may maintain Operational Data collected under the FDM Program in a secure facility.
- b) Identifying data shall be automatically stripped from Operational Data upon upload to the server and retained in a separate encrypted and password protected file for a period not to exceed 14 days unless otherwise agreed to and documented by the Company and the Association.
- c) 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.
- d) 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) Processed data with the identifying data removed shall be stored in a secure, password protected, mutually agreed upon storage location.
- f) The specific data, such as date of subject flight and flight number, which is considered to be identifying will be modified to include additional data if the nature of the operation(s) warrant such an addition to maintain the intended de-identified quality of the de-identified database.

DATA USE

- a) 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
- b) 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.
- c) Only the Designated FDM Team Member (selected as the Gatekeeper) 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 the Identified Data associated with an Event or Events.
- d) 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 with definition (f).
- e) The sole contact with any Flight Crew Member associated with an Event shall be through the Designated FDM Team Member.
- f) Any Flight Crew Member may decline a request by the Designated FDM Team Member to meet to discuss a specific Event.

IMPLEMENTATION

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

The parties have reviewed Commercial and Business Aviation Circular No. 0193 (attached) concerning Flight Data Monitoring Program issued by Transport Canada and agree that they shall not provide Transport Canada with information arising out of the FDM Program except in a de-identified form and shall do so only if strictly required by regulation or law. However, the parties may mutually agree in writing to provide Transport Canada with aggregate de-identified data. Further, the consent of the Association to an FDM program operated by the Company is conditional upon Transport Canada maintaining a policy that is substantially similar to the above noted policy. In the event the Policy is retracted and is not replaced with another substantially similar policy or regulatory provision, the FDM program shall be held in abeyance until such time a new policy, regulation or other provision comes into effect.

ADVISORY CIRCULAR

COMMERCIAL AND BUSINESS
AVIATION ADVISORY CIRCULAR

No. 0193
2001.11.01

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 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



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.

Date modified:

2010-05-03

SECTION 29 TRAVEL AND REST FACILITIES

29.01 Deadheading

The Company will provide confirmed travel arrangements to and from the Flight Crew Member's base for all Company business.

If confirmed travel arrangements are unavailable, the Company will make reasonable efforts to arrange suitable alternate travel.

Where available, the advance seat selection option will be included in the reservation, when a window or aisle seat is not guaranteed.

Charter companies used for the transport of Flight Crew Members will be evaluated by the Company under the Vendor Management Policy. A list of approved vendors will be maintained by the Company.

If the carrier provided is not on the evaluated carrier list the deadhead assignment will proceed unless a safety concern is identified.

If there is a safety concern, the deadhead assignment shall not proceed and the Flight Crew Member will submit a report to Flight Operations that details the concern(s).

The equipment selected must be suitable for the length and conditions of the flight.

29.02 Rest Facilities

- a) The Company will provide Flight Crew Members with a single-occupancy bedroom that is subject to a minimal level of noise, is well ventilated and has facilities to control the levels of temperature and light, or where such a bedroom is not available, accommodation that is suitable for the site and season is subject to a minimal level of noise and provides adequate comfort and protection from the elements.
- b) Concerns over rest facilities will be raised with Company Management and resolved accordingly.
- c) Where the Flight Crew Member identifies that the accommodations are not CARS compliant every attempt to find alternative accommodations will be made.

d) On Duty Layovers (Not during legal crew rest)

Up to 4 hours (Block In to Block Out): No specific facilities

4 to 8 hours (Block In to Block Out): 1 large group lounge/suite, where local facilities exist.

Flight Crew Members must be advised in advance where and when layover facilities and transportation have been booked. Flight Crew Members must advise the Company if the rest facilities will not be used.

e) Off Duty Layovers (legal crew rest)

Single hotel room, where local facilities exist.

As per Section 29.02 d) and e), "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.

f) Internet access at hotels will be authorized, where available. Internet access at business centres, common areas, etc. are deemed to meet this requirement.

29.03 Staff Housing

Rotating Flight Crew Members while working northern schedules shall be provided with room and board at the Company's 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.

Whenever possible, Staff Housing for Flight Crew Members will never be less than the overall provisions in the Staff Housing Standards approved July 2011.

The Association will be invited to participate in any Staff Housing Committee established by the Company.

Concerns about Staff Housing will be brought to the attention of the Company by the Association.



29.04

Minimum standards

- a) Single rooms shall be provided at staff houses when and where available.
- b) 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.
- c) 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.
- d) Flight Crew Members will not be required to share rooms with members of the opposite sex.



SECTION 30 BENEFITS

Benefits will be in accordance with Human Resources Policy Manual

30.01 Group Insurance Plan Benefits

Flight Crew Members shall have the right to participate in the Company’s group insurance plan under the terms and conditions stipulated in Company policy and the insurance provider’s benefit booklet

The Company may change its insurance underwriters at any time provided that there is no overall decrease of the insurance benefits and the cost sharing as outlined in this Section.

The current group policy number is # G0090707

Premium cost share arrangements are as follows:

- Life Insurance 100% Company paid
- Accidental Death and Dismemberment: 100% Company paid
- Dental Insurance: 50% Company paid
- Short-Term/Long-Term Disability: 100% Company paid
- Extended Health Care: 100% Company paid
- Loss of Licence: 100% Employee paid
- Optional Life Insurance (employee and/or dependents): 100% Employee paid

30.02 GRRSP Benefits

Each Flight Crew Member has the option of participating in the Company administered and self-directed Group Registered Retirement Savings Plan.

In order to participate in the GRRSP, the Flight Crew Member must sign up with the Company’s GRRSP service provider. This may be done at any time after commencement of permanent employment with the Company. The start date for receiving benefits and for progression through the contribution schedule is the first day of the pay period following the date of signup.

GRRSP contributions are based on a Flight Crew Member’s regular earnings, i.e. Base Pay and Pay Credits and exclude, for example, Draft pay, Overtime, STD/LTD, Northern Living Allowance. Contributions are paid on each Flight Crew Member’s pay. The GRRSP plan is as follows:

	Year 1	Year 2	Year 3	Year 4
Company contribution	2%	3%	4%	5%

SECTION 31 SCHEDULING RULES

31.01 Objectives

The fundamental objectives of scheduling 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 monthly schedules that adhere to the Collective Agreement and the Canadian Aviation Regulations.

31.02 Flight Crew Member Obligations

A Flight Crew Member is not required to be contactable by the Company on a Guaranteed Day Off, Vacation Day or Statutory Holiday.

31.03 Revisions to Scheduling Rules

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

31.04 Discussion

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

31.05 Continuity

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

31.06 Basing

- a) Flight Crew Members must reside within a maximum of one hour and fifteen minutes (1:15) travelling time of their assigned base This does not apply to those Flight Crew Members covered under 31.06 (b) iii) and Rotating Flight Crew Members.
- b) For L382 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 Northern Living Allowance (NLA) as per 4.02.1.
 - iii) Flight Crew Members who are not residing in Yellowknife and are not receiving NLA 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) L382 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 as per 29.03.

31.07 Schedule Preparation

- a) All known flying and duty for the month will be scheduled for B767, B737, L382 and Non-Rotating ATR Flight Crew Members.
- b) Schedules will be built so that Flight Crew Members on the same aircraft type and base will have an equal amount of monthly pay credits, within reason.
- c) On the 5th of each month the Company will email to all Flight Crew Members the following information about the next month's flying.
 - i) Training events
 - ii) Awarded Vacation and Statutory Holiday
- d) Schedules will be built as close to maximum flight and duty time limitations as practical in accordance with Canadian Aviation Regulations.

- e) B767, B737, L382 and Non-Rotating Flight Crew Members may submit requests for specific GDO's (up to a maximum of three (3)) to Crew Scheduling in writing by the eighth (8th) 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 schedules. These days may be three (3) consecutive days, or two (2) consecutive days, or one specific day, or any Saturday/Sunday combination. Any requests for specific GDO's beyond three (3) days, up to a maximum of five (5) days, may be awarded at Crew Planning's discretion based on operational requirements and in accordance with seniority.

- f) A monthly schedule will include, but not be limited to the following information;
 - i) All known flying,
 - ii) Reserve duty,
 - iii) Grey day,
 - iv) Training duty,
 - v) Deadhead duty,
 - vi) GDO's,
 - vii) Vacation,
 - viii) Statutory Holiday,
 - ix) Administration duty,
 - x) Association release,
 - xi) Layover Duty
 - xii) CARs day off (away from Home Base)
 - xiii) Pending line checks etc.

- g) A schedule information package will be published with the schedules and will include the following information:
 - i) New Station Designators
 - ii) Simulator and flight schedules
 - iii) Bid sheet and date and time of bid closure
 - iv) Association releases
 - v) Flight Number(s) (including known deadhead flights or other known means of deadheading)
 - vi) Points(s) of departure and arrival
 - vii) Local time(s) of departure and arrival
 - viii) Scheduled flight time(s) for each leg
 - ix) Hotel name (if known)
 - x) Other information management feels to be important

- h) Schedules for Rotating ATR Flight Crew Members will normally be built on a 28-day cycle of 15 days on duty followed by 13 days, made up of GDO's, requested GDO's, vacation, statutory holidays, training or as assigned. This cycle or specific days within the cycle may be adjusted to schedule the requirements of training, CARs compliance, or aligning rotational schedule. Under special circumstances the cycle may be adjusted at the request of the Flight Crew Member with the concurrence of the alternating Flight Crew Member and the Company's approval.

In a calendar year, days off northern rotation will include:

- i) one hundred and thirty-two (132) Guaranteed Days Off. These will be prorated for vacation.
- ii) up to twenty-one (21) days per calendar year of accrued vacation;
- iii) up to nine (9) days per calendar year of statutory holidays, and
- iv) the remaining days per calendar year, minimum fifteen (15), will be used for the purpose of simulator training, ground school training, and/or Company business.

31.08 Return to Duty

Where a Flight Crew Member is returning from short-term disability, long-term disability or worker's compensation, he must notify crew Scheduling prior to the 15th of the month of his intention to return to flying duties the next month. For Flight Crew Members who notify Crew Scheduling after the 8th of the month prior to the month in which he intends to return to flying, he shall have a schedule assigned by the Company.

31.09 Assigned Schedules

Individual Schedules 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 GDOs
- i) are on the L382 unless operationally feasible to provide biddable schedules
- j) rotating ATR Flight Crew Members

31.10 Distribution of Schedules

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

31.11 Revisions to Schedules

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

31.12 Errors in Schedules

Errors discovered after the schedules 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.

31.13 Bid Period

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

31.14 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.

31.15 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 Member who submits an invalid bid or does not bid at all will be assigned to cover any un-bid block.

31.16 Schedule Awards

Unless otherwise noted in this contract, seniority will govern the awarding of schedules. Schedules 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.

31.17 GUARANTEED DAY OFF

- a) Where applicable, schedules will indicate Guaranteed Days Off. These days shall be identified by a slash ("/"). These days will be pro-rated for vacation, disability and leave periods.
- b) For B767, B737 and Non-Rotating ATR Flight Crew Members, at least seven (7) of these days shall be scheduled in periods of not less than forty-eight (48) hours duration unless specifically requested by the Flight Crew Member as per Section 31.07.
- c) B767, B737 and Non-Rotating ATR Flight Crew Members shall receive a minimum of eleven (11) guaranteed days off per month at their home base.
- d) L382 Flight Crew Members 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 31.06.
- e) Rotating ATR Flight Crew Members shall receive a minimum of one hundred thirty-two (132) guaranteed days off every calendar year at their home base. These days will be pro-rated for vacation, disability, and leaves.

31.17.1 Pro-Rating for Partial Months B767, B737, and Non-Rotating ATR Flight Crew Members

Flight Crew Members who are not available for a full month will have their Guaranteed Days Off pro-rated in accordance with the number of days they are available during the month. Unavailability includes, but is not limited to, vacation, disability, and leaves.

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

31.17.2 Pro-Rating for Partial 3-month Periods – L382 Flight Crew Members

L382 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		

31.17.3 Pro-Rating for Partial 12-month Periods - Rotating ATR Flight Crew Members

Flight Crew Members who are not available for a full calendar year will have their Guaranteed Days Off pro-rated in accordance with the number of days they are available during the year. Unavailability includes, but is not limited to, vacation, disability, and leaves. This chart only applies to Flight Crew Members while on a rotation schedule.

Days Available	G.D.O.	Days Available	G.D.O.	Days Available	G.D.O.
275	99	306	110	337	122
276	99	307	111	338	122
277	100	308	111	339	122
278	100	309	111	340	123
279	100	310	112	341	123
280	101	311	112	342	123
281	101	312	112	343	124
282	101	313	113	344	124
283	102	314	113	345	124
284	102	315	114	346	125
285	102	316	114	347	125
286	103	317	114	348	126
287	103	318	115	349	126
288	104	319	115	350	126
289	104	320	115	351	127
290	104	321	116	352	127
291	105	322	116	353	127
292	105	323	116	354	128
293	105	324	117	355	128
294	106	325	117	356	129
295	106	326	118	357	129
296	107	327	118	358	129
297	107	328	118	359	130
298	107	329	119	360	130
299	108	330	119	361	130
300	108	331	119	362	131
301	108	332	120	363	131
302	109	333	120	364	132
303	109	334	121	365	132
304	110	335	121	366	132
305	110	336	121		

31.18 Reserve

- a) Reserve assignments will be scheduled as required and designated by an "R", or as designated per 31.18 (b) for the L382. The time period for each Reserve assignment will be designated on the schedule. The maximum time a Flight Crew Member can be on Reserve is 12 hours.
- b) L382 Reserve will be designated by e.g. D1, D2, N1, N2, AFBD and AFBN.
- c) When possible "R" assignments will be grouped together when the duty period falls during the hours of 22:00 to 04:00 local.

31.18.1 Commitment

- a) A Flight Crew Member on Reserve Duty shall be on call at all times during the scheduled Reserve duty period.
- b) A Flight Crew Member scheduled on Reserve 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 Reserve Duty shall be made to a Flight Crew Member on Reserve Duty if necessary. Such calls to be fifteen (15) minutes apart. If the Reserve 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 Reserve Duty a release for all or part of a Reserve Duty Day.

31.19 Grey Days

- a) Grey Days will be designated by "GREY" on a Flight Crew Members schedule and will be at a Flight Crew Members home base.
- b) Duty may be assigned to a Grey day at the Company's discretion with prior notice. If duty has not been assigned in advance the Flight Crew Member is not obligated to be contactable on the Grey Day.

31.20 CARs Day Off

It is understood that a Flight Crew Member may be assigned to CARs Days Off when away from home base. This day will be designated in the schedule by "CARs"

31.21 Duty Period

- a) A duty period shall commence one (1) hour prior to scheduled departure (i.e. Block Out and continues until fifteen (15) minutes after Block 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.

31.22 Revision to 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 and prior to leaving his rest facility, the duty period commencement shall reflect such revised departure time except where governed by Canadian Aviation Regulations.

31.23 Maximum Duty Day 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) Notwithstanding (a) a duty period may be extended to seventeen (17) hours to deadhead a Flight Crew Member. A duty period beyond seventeen (17) hours to deadhead a Flight Crew Member is at their discretion.

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

31.24 Release from Duty

Where a Flight Crew Member has elected not to exceed Section 31.23 (a) (b) or (c), the Company shall bear the costs incurred for hotel accommodation and/or meal expenses while away from his assigned base.

31.25 Call-In / Notification Procedure

Flight Crew Members excluding L382 will be required to call in a minimum of two (2) hours, but not more than three (3) hours before flight departure at Home Base. When a Flight Crew Member excluding L382 is away from his Home Base they will be required to call in a minimum of one and a half hours (1½) before flight departure. This call shall take place before leaving the rest facility. Crew Scheduling will attempt to contact the Flight Crew Member if he fails to call in at the required time. If unable to contact the Flight Crew Member he 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.

L382 Flight Crew Members will be notified by Crew Scheduling or L382 Co-ordinator or his designate one (1) hour prior to reporting time.

31.26 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.

31.27 Open Flying

31.27.1 Notification

Crew Scheduling shall maintain a current list of open flights for B767, B737 and Non-Rotating ATR Flight Crew Members and a current list of open days for Rotating and L382 Flight Crew Members.

31.27.2 Bidding for Open Flying

- a) Crew Scheduling will circulate details about Open Flying to applicable Flight Crew Members via email. Subject to 31.27.4 Flight Crew Members may bid in writing/email for open flying as per 31.28.1 (a).
- b) Flight Crew Members may bid in writing/email for day(s) on which any assignments may become available.

31.27.3 Commitment

- a) A Flight Crew Member who bids pursuant to 31.27.2 (a) must be available to fulfill the assignment(s) that he bid for when he is contacted by the Company. Once awarded an open flight, 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 31.27.2 (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, 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, 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.

31.27.4 Eligibility

Flight Crew Members shall be eligible to bid for open flying 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.

Note 1: If all the above criteria are met then the flight will be awarded by seniority.

Note 2: Open flying will be awarded as soon as is practical from among eligible Flight Crew Members on the Open Flying list.

31.28 Order of Flight Assignment

31.28.1 For B767, B737, L382 AND Non-Rotating ATR Flight Crew Members

- a) The order* of flight assignment is as follows:
 - i) The Flight Crew Member scheduled for the flight
 - ii) Flight Crew Member subject to reassignment
 - iii) Flight Crew Member in open flying
 - iv) a) Flight Crew Member on Reserve.
b) For an assignment in advance, the Flight Crew Member on Reserve or Grey day at the Company's discretion.
 - v) Flight Crew Member on a Grey day.
 - vi) Draft
 - vii) A Captain for a First Officer assignment or a Captain qualified First Officer for a Captain flight.

* Subject to the provisions of 31.29.1 (g)

- b) Options (ii) through (v) will be utilized in order subject to the Flight Crew Member's ability to operate his next scheduled assignment. If following the order of flight assignment results in the application of Draft, Crew Scheduling may assign the duty to a Flight Crew Member who has Grey Days or assigned duty for the work period. The Flight Crew Member will rejoin his published schedule as soon as operationally practical.
- c) Voluntary Reassignment; If following the order of flight assignment would result in the application of Draft, 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 scheduled as a GDO(s), the FCM shall be paid as per Section 32.12. 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

- Day 1: a flight (8 hours)
- Day 2: a Reserve day (2 hours)
- Day 3: GDO
- Day 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:

- Day 1: 4.5 paid flight hours
- Day 2: 4.5 paid flight hours
- Day 3: double time (2X) for duty hours paid as per the provisions of Draft, plus 4.5 paid flight hours)
- Day 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) If no Flight Crew Member accepts the voluntary reassignment, the Company will assign the flight to the Flight Crew Member who will have the least amount of GDOs affected. If more than one Flight Crew Member has the same amount of GDOs affected the most junior Flight Crew Member will be assigned the flight.

31.28.2 For Rotating 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.

31.28.3 For L382 Flight Crew Members

Flight assignments after the schedules are published shall be determined by Crew Scheduling.

31.29 Removal/Reassignment

31.29.1 Removal

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

- a) To avoid flight and 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.
- h) To accommodate charter requirements on the L382

The Company may remove a Rotating ATR Flight Crew Member from Duty.

31.29.2 Reassignment

In the event that, a Flight Crew Member is removed from a flight pursuant to 31.29.1, Crew Scheduling will have the opportunity to reassign the individual to other duty within the schedule.

31.30 Flight / Rotation Switch

31.30.1 Procedure

The request for a flight or rotation switch must be submitted to Crew Scheduling, via e-mail by both Flight Crew Members. When possible such requests shall be submitted a minimum of forty-eight (48) hours in advance of the first day involved in the switch. Such requests shall not be unreasonably denied. Crew Scheduling shall approve or reject the request via e-mail to both Flight Crew Members. Flight Crew Members may check with Crew Scheduling by telephone as to whether their request has been approved or rejected.

31.30.2 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.



31.31 Draft Procedures

31.31.1 Draft Definition

Draft is an involuntary assignment of a Flight Crew Member to duty on a Guaranteed Day Off.

31.31.2 Draft Procedures

Crew Scheduling is responsible to produce schedules 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. When Crew Scheduling contacts or attempts to contact the Flight Crew Members available for draft as per Section 31.31.3 Draft Order they will advise or leave a message detailing the following;

- a) Start of duty
- b) End of duty
- c) Pay credits
- d) Routing
- e) Any associated overnights
- f) Crewing details (if known)

The first Flight Crew Member who is contacted by Crew Scheduling, or contacts Crew Scheduling, will be assigned the draft.

Where a Flight Crew Member has been drafted;

- a) 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 L382 and Rotating Flight Crew Members, this must be pre-approved.
- b) Under exceptional circumstances the Company will have the option to bypass a Flight Crew Member for draft assignment.



31.31.3 Draft Order

The most senior Flight Crew Member, who in the Company's opinion will have their schedule the least disrupted, will be contacted for draft first. If there is a junior Flight Crew Member available when assigning the draft, the senior Flight Crew Member will have the right to be released from the draft, and the cancelled draft pay provision will not apply.

31.32 Rest Period

31.32.1 Minimum Durations

- a) All Flight Crew Members except L382, will have schedules 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 Block In to scheduled Block Out). In either case the Flight Crew Member must be able to receive eight (8) hours of prone rest.
- b) For L382 Flight Crew Members, minimum rest periods will normally be ten and a half (10½) hours between duty periods. The Flight Crew Member must be able to receive eight (8) hours of prone rest.

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.

31.32.2 Interrupted Minimum Rest Period

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.

31.33 Monthly Activity Records

A record of each Flight Crew Member's 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 Flight Operations Manual and the Canadian Aviation Regulations.

SECTION 32 PAY SCALES AND RULES

32.01 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. 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 pay credits.

32.02 Monthly Base Pay and Pay Credit Increases:

2011 0%
2012 0%
2013 1.4%
2014 1.8%
2015 2.0%

32.02.1 B767 Captain Base Pay per Month

Level	2011	2012	2013	2014	2015
1	\$ 6,676	\$ 6,676	\$ 6,769	\$ 6,891	\$ 7,029
2	\$ 7,117	\$ 7,117	\$ 7,217	\$ 7,347	\$ 7,493
3	\$ 7,598	\$ 7,598	\$ 7,704	\$ 7,843	\$ 8,000
4	\$ 8,114	\$ 8,114	\$ 8,228	\$ 8,376	\$ 8,543
5	\$ 8,647	\$ 8,647	\$ 8,768	\$ 8,926	\$ 9,104
6	\$ 9,236	\$ 9,236	\$ 9,365	\$ 9,534	\$ 9,725
7	\$ 9,852	\$ 9,852	\$ 9,990	\$ 10,170	\$ 10,373
8	\$ 10,509	\$ 10,509	\$ 10,656	\$ 10,848	\$ 11,065

32.02.2 B767 Captain Regular Duty Hour Rate

Level	2011	2012	2013	2014	2015
1	\$ 38.52	\$ 38.52	\$ 39.05	\$ 39.76	\$ 40.55
2	\$ 41.06	\$ 41.06	\$ 41.63	\$ 42.38	\$ 43.23
3	\$ 43.83	\$ 43.83	\$ 44.45	\$ 45.25	\$ 46.15
4	\$ 46.81	\$ 46.81	\$ 47.47	\$ 48.32	\$ 49.29
5	\$ 49.89	\$ 49.89	\$ 50.58	\$ 51.50	\$ 52.53
6	\$ 53.28	\$ 53.28	\$ 54.03	\$ 55.00	\$ 56.10
7	\$ 56.84	\$ 56.84	\$ 57.63	\$ 58.67	\$ 59.85
8	\$ 60.63	\$ 60.63	\$ 61.48	\$ 62.58	\$ 63.84

32.02.3 B767 Captain Pay Credit

In addition to the above noted monthly base pay Captains on the B767 shall be paid the following per credited flight hour:

	2011	2012	2013	2014	2015
Captain	\$ 61.40	\$ 61.40	\$ 62.26	\$ 63.38	\$ 64.65

32.02.4 B767 First Officer Base Pay per Month

Level	2011	2012	2013	2014	2015
1	\$ 3,638	\$ 3,638	\$ 3,689	\$ 3,755	\$ 3,830
2	\$ 3,904	\$ 3,904	\$ 3,959	\$ 4,030	\$ 4,111
3	\$ 4,193	\$ 4,193	\$ 4,252	\$ 4,328	\$ 4,415
4	\$ 4,500	\$ 4,500	\$ 4,563	\$ 4,645	\$ 4,738
5	\$ 4,814	\$ 4,814	\$ 4,881	\$ 4,969	\$ 5,069
6	\$ 5,166	\$ 5,166	\$ 5,238	\$ 5,333	\$ 5,439
7	\$ 5,532	\$ 5,532	\$ 5,609	\$ 5,710	\$ 5,825
8	\$ 5,923	\$ 5,923	\$ 6,006	\$ 6,114	\$ 6,236

32.02.5 B767 First Officer Regular Duty Hour Rate

Level	2011	2012	2013	2014	2015
1	\$ 20.99	\$ 20.99	\$ 21.28	\$ 21.67	\$ 22.10
2	\$ 22.52	\$ 22.52	\$ 22.84	\$ 23.25	\$ 23.71
3	\$ 24.19	\$ 24.19	\$ 24.53	\$ 24.97	\$ 25.47
4	\$ 25.96	\$ 25.96	\$ 26.33	\$ 26.80	\$ 27.33
5	\$ 27.77	\$ 27.77	\$ 28.16	\$ 28.67	\$ 29.24
6	\$ 29.80	\$ 29.80	\$ 30.22	\$ 30.77	\$ 31.38
7	\$ 31.92	\$ 31.92	\$ 32.36	\$ 32.94	\$ 33.60
8	\$ 34.17	\$ 34.17	\$ 34.65	\$ 35.27	\$ 35.98

32.02.6 B767 First Officer Pay Credit

In addition to the above noted monthly base pay, First Officers on the B767 shall be paid the following bonus per credited flight hour:

	2011	2012	2013	2014	2015
First Officer	\$ 41.52	\$ 41.52	\$ 42.10	\$ 42.86	\$ 43.72

32.03 B737 and L382 Monthly Base Pay and Regular Duty Hour Rate

32.03.1 B737 / L382 Captain Base Pay per Month

Level	2011	2012	2013	2014	2015
1	\$ 6,055	\$ 6,055	\$ 6,140	\$ 6,250	\$ 6,375
2	\$ 6,455	\$ 6,455	\$ 6,545	\$ 6,663	\$ 6,796
3	\$ 6,892	\$ 6,892	\$ 6,988	\$ 7,114	\$ 7,257
4	\$ 7,360	\$ 7,360	\$ 7,463	\$ 7,597	\$ 7,749
5	\$ 7,843	\$ 7,843	\$ 7,953	\$ 8,096	\$ 8,258
6	\$ 8,377	\$ 8,377	\$ 8,494	\$ 8,647	\$ 8,820
7	\$ 8,936	\$ 8,936	\$ 9,061	\$ 9,224	\$ 9,409
8	\$ 9,532	\$ 9,532	\$ 9,665	\$ 9,839	\$ 10,036

32.03.2 B737 / L382 Captain Regular Duty Hour Rate

Level	2011	2012	2013	2014	2015
1	\$ 34.93	\$ 34.93	\$ 35.42	\$ 36.06	\$ 36.78
2	\$ 37.24	\$ 37.24	\$ 37.76	\$ 38.44	\$ 39.21
3	\$ 39.76	\$ 39.76	\$ 40.32	\$ 41.04	\$ 41.86
4	\$ 42.46	\$ 42.46	\$ 43.06	\$ 43.83	\$ 44.71
5	\$ 45.25	\$ 45.25	\$ 45.88	\$ 46.71	\$ 47.64
6	\$ 48.33	\$ 48.33	\$ 49.01	\$ 49.89	\$ 50.89
7	\$ 51.55	\$ 51.55	\$ 52.28	\$ 53.22	\$ 54.28
8	\$ 54.99	\$ 54.99	\$ 55.76	\$ 56.77	\$ 57.90

32.03.3 B737 / L382 Captain Pay Credit

In addition to the above noted monthly base pay, Captains on the B737 and L382 shall be paid the following bonus per credited flight hour:

	2011	2012	2013	2014	2015
Captain	\$ 55.69	\$ 55.69	\$ 56.47	\$ 57.49	\$ 58.64

32.03.4 B737 and L382 First Officer and Flight Engineer Base Pay per Month

Level	2011	2012	2013	2014	2015
1	\$ 3,300	\$ 3,300	\$ 3,346	\$ 3,406	\$ 3,475
2	\$ 3,541	\$ 3,541	\$ 3,591	\$ 3,655	\$ 3,728
3	\$ 3,803	\$ 3,803	\$ 3,856	\$ 3,926	\$ 4,004
4	\$ 4,082	\$ 4,082	\$ 4,139	\$ 4,214	\$ 4,298
5	\$ 4,366	\$ 4,366	\$ 4,427	\$ 4,507	\$ 4,597
6	\$ 4,686	\$ 4,686	\$ 4,752	\$ 4,837	\$ 4,934
7	\$ 5,018	\$ 5,018	\$ 5,088	\$ 5,180	\$ 5,283
8	\$ 5,372	\$ 5,372	\$ 5,447	\$ 5,545	\$ 5,656

32.03.5 B737 and L382 First Officer and Flight Engineer Regular Duty Hour Rate

Level	2011	2012	2013	2014	2015
1	\$ 19.04	\$ 19.04	\$ 19.31	\$ 19.65	\$ 20.05
2	\$ 20.43	\$ 20.43	\$ 20.71	\$ 21.09	\$ 21.51
3	\$ 21.94	\$ 21.94	\$ 22.25	\$ 22.65	\$ 23.10
4	\$ 23.55	\$ 23.55	\$ 23.88	\$ 24.31	\$ 24.80
5	\$ 25.19	\$ 25.19	\$ 25.54	\$ 26.00	\$ 26.52
6	\$ 27.03	\$ 27.03	\$ 27.41	\$ 27.91	\$ 28.46
7	\$ 28.95	\$ 28.95	\$ 29.36	\$ 29.88	\$ 30.48
8	\$ 30.99	\$ 30.99	\$ 31.43	\$ 31.99	\$ 32.63

32.03.6 B737 and L382 First Officer and Flight Engineer Pay Credit

In addition to the above noted monthly base pay First Officers and Flight Engineers on the B737 and L382, shall be paid the following bonus per credited flight hour:

	2011	2012	2013	2014	2015
First Officer	\$ 37.66	\$ 37.66	\$ 38.19	\$ 38.87	\$ 39.65

32.03.7 Flight Engineer ACA Pay

L382 Flight Engineers who hold and maintain ACA Authority will be paid an additional three hundred dollars (\$300.00) on their monthly base pay.

32.04 ATR Monthly Base Pay and Regular Duty Hour Rate North of 55° North Latitude

32.04.1 ATR Captain Base Pay per Month

Level	2011	2012	2013	2014	2015
1	\$ 4,370	\$ 4,370	\$ 4,431	\$ 4,511	\$ 4,601
2	\$ 4,580	\$ 4,580	\$ 4,644	\$ 4,728	\$ 4,822
3	\$ 4,784	\$ 4,784	\$ 4,851	\$ 4,938	\$ 5,037
4	\$ 4,995	\$ 4,995	\$ 5,065	\$ 5,156	\$ 5,259
5	\$ 5,198	\$ 5,198	\$ 5,271	\$ 5,366	\$ 5,473
6	\$ 5,402	\$ 5,402	\$ 5,478	\$ 5,576	\$ 5,688
7	\$ 5,606	\$ 5,606	\$ 5,684	\$ 5,787	\$ 5,903
8	\$ 5,818	\$ 5,818	\$ 5,899	\$ 6,006	\$ 6,126

32.04.2 ATR Captain Regular Duty Hour Rate

Level	2011	2012	2013	2014	2015
1	\$ 25.21	\$ 25.21	\$ 25.56	\$ 26.02	\$ 26.55
2	\$ 26.42	\$ 26.42	\$ 26.79	\$ 27.28	\$ 27.82
3	\$ 27.60	\$ 27.60	\$ 27.99	\$ 28.49	\$ 29.06
4	\$ 28.82	\$ 28.82	\$ 29.22	\$ 29.75	\$ 30.34
5	\$ 29.99	\$ 29.99	\$ 30.41	\$ 30.96	\$ 31.57
6	\$ 31.17	\$ 31.17	\$ 31.60	\$ 32.17	\$ 32.81
7	\$ 32.34	\$ 32.34	\$ 32.80	\$ 33.39	\$ 34.05
8	\$ 33.57	\$ 33.57	\$ 34.04	\$ 34.65	\$ 35.34

32.04.3 ATR Captain Pay Credit

In addition to the above noted monthly base pay, Captains on the ATR shall be paid the following bonus per credited flight hour:

	2011	2012	2013	2014	2015
Captain	\$ 46.06	\$ 46.06	\$ 46.70	\$ 47.55	\$ 48.50

32.04.4 ATR First Officer Base Pay per Month

Level	2011	2012	2013	2014	2015
1	\$ 3,069	\$ 3,069	\$ 3,112	\$ 3,168	\$ 3,231
2	\$ 3,220	\$ 3,220	\$ 3,265	\$ 3,324	\$ 3,390
3	\$ 3,356	\$ 3,356	\$ 3,403	\$ 3,464	\$ 3,534
4	\$ 3,499	\$ 3,499	\$ 3,548	\$ 3,612	\$ 3,684
5	\$ 3,634	\$ 3,634	\$ 3,685	\$ 3,751	\$ 3,826
6	\$ 3,778	\$ 3,778	\$ 3,831	\$ 3,900	\$ 3,978
7	\$ 3,913	\$ 3,913	\$ 3,968	\$ 4,039	\$ 4,120
8	\$ 4,057	\$ 4,057	\$ 4,114	\$ 4,188	\$ 4,272

32.04.5 ATR First Officer Regular Duty Hour Rate

Level	2011	2012	2013	2014	2015
1	\$ 17.71	\$ 17.71	\$ 17.95	\$ 18.28	\$ 18.64
2	\$ 18.58	\$ 18.58	\$ 18.84	\$ 19.18	\$ 19.56
3	\$ 19.36	\$ 19.36	\$ 19.63	\$ 19.99	\$ 20.39
4	\$ 20.19	\$ 20.19	\$ 20.47	\$ 20.84	\$ 21.25
5	\$ 20.97	\$ 20.97	\$ 21.26	\$ 21.64	\$ 22.07
6	\$ 21.80	\$ 21.80	\$ 22.10	\$ 22.50	\$ 22.95
7	\$ 22.58	\$ 22.58	\$ 22.89	\$ 23.30	\$ 23.77
8	\$ 23.41	\$ 23.41	\$ 23.73	\$ 24.16	\$ 24.64



32.04.6 ATR First Officer Pay Credit

In addition to the above noted monthly base pay, First Officers on the ATR shall be paid the following bonus per credited flight hour:

	2011	2012	2013	2014	2015
First Officer	\$ 14.49	\$ 14.49	\$ 14.69	\$ 14.96	\$ 15.26

32.05 ATR Guaranteed Overtime

The parties agree that included in the ATR base pay 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.

32.06 Starting Levels

- a) Save and except as provided for hereinafter, Flight Crew Members shall commence in each Position at Level 1.
 - i) An ATR Captain who moves to a B767, B737 or L382 First Officer Position shall commence in the new Position at the same level as he held as an ATR Captain;
 - ii) A Flight Crew Member transferring to a Position of equal or lower authority within B767, B737, or L382, 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 within the B767, B737, or L382 shall commence the new position at a pay level equal to the years of service within that group; A B767, B737, or L382 Captain who moves to an ATR Captain or First Officer Position shall commence in the new Position at a pay level equal to the years of service as a B767, B737, or L382 Flight Crew Member added to the level previously held as an ATR Captain or First Officer, as applicable.
 - 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), or (ii) or (iii) apply; and
- b) The Flight Crew Member must complete twelve (12) months in the new Position prior to advancing to the next level.

32.07 Captain Flying as First Officer

A Captain assigned to temporary service as a First Officer will be paid at his regular Captain's rate.

32.08 Fill-In Captain

A First Officer with Captain's qualifications assigned to temporary service as a Captain will receive his normal First Officer's pay plus:

- a) the difference between a Level One Captain's base rate, or the level that the Flight Crew Member previously held, and his base rate, and
- b) the Captain's flight pay for the days worked in the Captain's position.

32.09 Displacement

Flight Crew Members assuming a Position due to displacement, 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 displaced Position (0 to 8) up to level (8).

32.10 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.

32.11 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.

32.12 Overtime Duty Pay

- a) For B767, B737, and Non Rotating ATR 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. (ATR Flight Crew Members see ATR Guaranteed Overtime Section 32.05)
- b) For L382 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 ATR 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. ATR Flight Crew Members see ATR Guaranteed Overtime Section 32.05.
- d) Flight Crew Members who bid for Open Flying on a GDO shall not be eligible for Draft pay pursuant to Section 32.19; but such duty hours shall be added to the other hours worked by the Flight Crew Member during the month or pay cycle.
- e) 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 L382 Flight Crew Members, on the first pay following the three month averaging period.

32.13 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.

32.14 Deadhead

Flight Crew Members 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
- 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.

32.15 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 Rotating Flight Crew Members when they are at their Home Base or their assigned base (YFB or YZF).

32.16 Minimum Day

When a Flight Crew Member is called out or arrives for duty, the Flight Crew Member will receive a minimum of four (4) Pay Credits and actual duty time.

A minimum day shall not apply to Deadheads

32.17 Rotating Pay Credit

Rotating ATR Flight Crew members will receive two (2) Pay Credits per day on northern rotation if no other pay credit applies.

32.18 Draft Cancellation

If a Draft assignment is cancelled, the Flight Crew Member will receive four (4) duty hour credits at the Draft rate, unless reassigned at the time of the Draft assignment cancellation, and the reassignment draft pay is greater.

32.19 Draft Pay on a Guaranteed Day Off

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 L382, 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).

When an ATR Rotating Flight Crew Member is drafted, and no flying occurs, the Flight Crew Member will receive 4 duty credits at the draft pay rate.

32.20 CARs Day Off

When a Flight Crew Member is scheduled to a CARs day off away from base he will be paid as per layover pay.

32.21 Loss of Scheduled Flight

Flight Crew Members who have lost a scheduled flight due to cancellation, amalgamation or operational disruptions may be reassigned.

If at month end, a Flight Crew Member has lost scheduled flight credit(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. The actual hours worked will be recorded on the monthly working record.

32.22 Reserve Duty

Flight Crew Members on Reserve Duty shall be available at all times during the scheduled Reserve Duty period. A Flight Crew Member on Reserve Duty shall be credited with four (4) Duty Hours and two (2) pay credits.

Flight Crew Members who work on a Reserve Duty day will receive the appropriate duty and pay credits for the assignment.

32.23 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.

32.24 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 Pay Credit 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 eight (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:
B767, B737, and L382
All Positions three (3) pay credits per day
ATR
Simulator three (3) pay credits per day
Aircraft Captains \$30.00/flight
 First Officers \$15.00/flight
This is not applicable to new hires.
- d) 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:

B737, B767 and L382

Ground or flight training	\$130.00/day
Line indoctrination	\$90.00/day
Line Check	\$130.00/day
Airborne or simulator check	\$190.00/day
Flight Engineer (all training events)	\$85.00/day

ATR

Ground or flight training	\$110.00/day
Line indoctrination	\$85.00/day
Line Check	\$110.00/day
Airborne or simulator check	\$160.00/day

32.25 Statutory Holidays

Statutory Holidays will be built into the schedules 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.

32.26 Vacation

Refer to Section 10.

32.27 ALPA Release

For each scheduled ALPA Release day, a Flight Crew Member will receive eight (8) duty hour credits and four (4) pay credits.

32.28 Table of Duty Hour and Pay Credits

	Duty Hours	Pay Credits
Flight Day	Actual duty hours	actual Flight Time
Grey Day	0	0
Reserve Duty	4	2
Rotating Pay Credit	0	2
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) ATR	Actual duty	Captain - \$30 per flight FO - \$15 per flight
Trainee (Aircraft) B767, B737, and L382	Actual duty	3
Statutory Holiday	8	4
Vacation Day	5.7	0
Deadhead	Actual	2
Layover	1 in 8	1 per complete 12
Administration	Actual	4
Draft Day	Actual, or as per 32.18 (Draft Cancellation)	Actual
Minimum Day	Actual	4
ALPA Release	8	4

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



SECTION 33 AFIRS

33.01 Definitions for the Purposes of this Section

- a) Automated Flight Information Reporting System (AFIRS) is a satellite-based reporting system that allows aircraft to be flight followed and trend monitored anywhere, anytime, in real-time. AFIRS gathers, stores, and transmits data, and delivers information to Dispatch and Maintenance via satellite.
- b) AFIRS Data- any data acquired, transmitted, recorded or downloaded by means of AFIRS.
- c) AFIRS Program- a program designed to enhance flight safety and efficiency through the controlled collection and analysis of AFIRS data.
- d) Information- any data transmitted recorded or collected by use of AFIRS.

33.02 AFIRS Program

- a) The design, implementation and operation of an AFIRS program shall be, by mutual agreement, between the Company and the Association. Any variation from the agreed upon AFIRS Program shall require the mutual agreement of the parties, in writing, prior to implementation.
- b) The spirit and intent of any AFIRS Program at First Air, at both its developmental and operational stages, is that the AFIRS Program is to be used for the purpose of;
 - i) Flight safety
 - ii) Improve efficiency
 - iii) Flight following
 - iv) Component trending
 - v) engine and airframe exceedances
 - vi) Voice and text communications
- c) AFIRS data reporting systems and the data obtained or derived there from will not be employed to monitor or to electronically check the judgment and/or ability of Flight Crew Members.
- d) Data gathered from AFIRS will be used in the interest of maintaining the integrity of programs to monitor aircraft components, aircraft performance and Flight Following.
- e) Any intentional violation of the requirements of the agreed-upon AFIRS program or the terms of this Agreement shall give the Association the right to invoke the immediate termination of the AFIRS Program and the destruction of all data collected under the AFIRS program.

- f) The AFIRS 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 Section 27 regarding the implementation of a Non-Punitive Safety Reporting and Investigation Process at First Air.

33.03 Scope

- a) Any data from the AFIRS program shall be gathered and maintained by the Company, and will be provided to the Association upon request.
- b) Any special studies or evaluations, external to First Air, using information from the AFIRS Program, shall require mutual agreement by the Company and the Association. Any such agreement granting such permission will be the subject of a formal written agreement between First Air, the Association and whoever may be conducting the studies or evaluations.
- c) AFIRS Program Information shall not be released to any third party, except appropriate government agencies. Any other parties requesting AFIRS Program Information shall be agreed upon by the Company and the Association.

33.04 Data Retention

- a) The Service Provider will maintain Operational Data collected under the AFIRS Program in a secure facility.
- b) Any employee of the Service Provider, Operationally Required Company Staff or the Association who has contact with any AFIRS data shall be prohibited from divulging such data to any individual not mentioned previously in this paragraph.
- c) In the event any employee/agent divulges any data to any other individual other than those designated in Section 33.04 (b), such employee/agent shall immediately be dismissed from their position within the Program.

33.05 Data Use

- a) The system provides:
 - i) OOOI Tracking
 - ii) Flight Following
 - iii) Component Trends
 - iv) Engine/Airframe Parameter Monitoring
 - v) Voice/Text Communications
- b) An AFIRS system monitors incoming data for predefined events and triggers, providing accurate operational and performance data to Dispatch, and Maintenance.
- c) The system allows for data retrieval, reporting, and real-time communication capabilities for instantaneous in-flight contact. The system will provide data to establish how the aircraft and its components are performing at any given moment, altitude, speed, and temperature. The system is capable of automatically providing critical data such as position reports and equipment status reports to Dispatch while operating anywhere in the world.
- d) The voice/text communication ability of AFIRS will be used exclusively for operational communications.
- e) The Company and the Association must mutually agree upon any additional areas of evaluation that either party may desire to be included in the AFIRS program, prior to its implementation.
- f) Contact with any FCM associated with an Event shall happen through their appropriate supervisor, in the case of FCMs; this shall be their respective chief pilot.

33.06 Implementation

The Company and the Association agree to meet for the purpose of discussing improvements to the AFIRS system upon a request from either party.

SECTION 34 LEGAL

34.01 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 judgment rendered thereunder, save in the case of gross negligence or willful misconduct.

34.02 Flight Crew Member Costs

No Flight Crew Member will be required to pay for physical damages to Company equipment or property that may be incurred arising from his duties with the Company save in the case of gross negligence or willful misconduct.

34.03 Restricted Area Identification Card (RAIC)

Where a Flight Crew Member's security clearance or RAIC is suspended, revoked, or unjustly denied renewal, the Association and the Company will actively assist the Flight Crew Member in attempting to obtain the re-issue of the security clearance or RAIC. During this period the following shall apply;

- a) The Flight Crew Member will be held from service for a period of up to seven (7) Calendar Days which may be extended by mutual agreement. The Company shall continue to pay all wages, benefits, and entitlements as if the Flight Crew Member was on active flying duty during this period.
- b) The Company shall assist the Flight Crew Member in communications and meetings with the appropriate airport authority for the purpose of resolving security issues.
- c) The Flight Crew Member may be assigned administrative or other duties that do not require a RAIC while he/she is held from service with pay.



SECTION 35 TERM OF AGREEMENT

The term of this Agreement is January 01, 2011 to December 31, 2015.

Unless otherwise noted all provisions become effective on August 01, 2013.

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 effective during the negotiations of such new agreement.

This agreement is awarded by Barry Stephens as a result of an Interest Arbitration dated July 17, 2013.

MEMORANDUM OF AGREEMENT #1

Between
Bradley Air Services/First Air (Company)
and the
Air Line Pilots Association (Association)

ARBITRATION CONSIDERATIONS

The Association and the Company agree that in the event that matters in disagreement are submitted to a Board of Arbitration pursuant to Section 3.03 of the Collective Agreement, the Board of Arbitration shall consider any demands made by the Association or any demands made by the Company for concessions.

DATED in Kanata, Ontario this 24th day of the month of September, 2013.

FOR THE COMPANY:

FOR THE ASSOCIATION:

