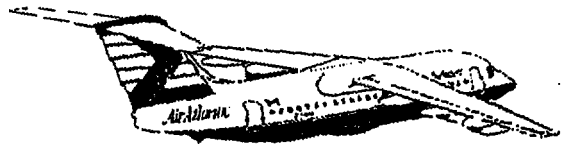
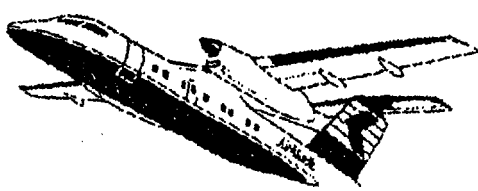


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**AGREEMENT
BETWEEN
AIR ATLANTIC LTD.
AND IT'S
PILOTS
FROM 01 JAN 1992 TO 31 DEC 1993
REACHED
30 APRIL 1992**





SECTION 1 - PREAMBLE

- 1.1 This Agreement is made and entered into by and between Air Atlantic Ltd., hereafter referred to as the "Company", and the pilots in the employ of Air Atlantic Ltd., as represented by the Air Atlantic Pilots Association, hereafter referred to as the " Association". This agreement supersedes and replaces all previous agreements and shall be in force from January 01, 1992 until December 31, 1993 provided the pilots continue to be so represented.
- 1.2 In **making** this Agreement both parties agree to be bound by it, and the parties recognize the objectives of promoting and maintaining the safety of air transportation, the efficiency and economy of flight operations and high quality of customer service. The parties also recognize that continuing cooperation between them is essential for their mutual benefit.
- 1.3 **Any** waivers to any part **of** this agreement shall be in writing and shall contain **an** effective date, an expiry date and shall be signed by a member of the Pilot Committee and a recognized representative of the Company. **A** copy of any waiver shall be held by the Pilot Committee Secretary and the Company.

) **SECTION 3 - DEFINITIONS**

- 3.1 "BASE" - shall mean the general vicinity of the location to which a pilot is assigned by the Company.
- 3.2 "DEADHEADING" - shall mean the positioning for operational, schedule related reasons of a non-operating pilot from one point to another at the Company's convenience.
- 3.3 "DUTY TIME" - shall mean the elapsed time from scheduled or required reporting time to time of release from active duty.
- 3.4 "EQUIPMENT" - shall mean the type of aircraft.
- 3.5 "MONTH" - shall mean a complete calendar month.
- 3.6 "FLIGHT TIME" - shall mean the **total** time from the moment the aircraft first moves under its own power (or is pushed back from the passenger loading bridge) for the purpose of taking off until the moment it comes to rest at the end of the flight.
- 3.7 "PAIRING" - shall mean a prearranged combination of one or more duty periods that shall be identified for bidding and scheduling purposes.
- 3.8 "PILOT COMMITTEE" - shall mean the governing body of the Air Atlantic Pilots Association.
- 3.9 "RESERVE" - shall mean a time period during which a pilot so assigned must be available to be called for duty.
- 3.10 "SCHEDULED DAY OFF" - shall mean **a** calendar day during which a pilot is at his/her base and is not scheduled for duty of any nature.
- 3.11 "STATUS" - shall mean a pilot's assigned classification, e.g. Captain.
- 3.12 "STOOD DOWN" shall mean relieved from duty by the Company.
- 3.13 "TEMPORARY PILOT" - shall mean a pilot **who** is used to fill short term requirements **of** the company.
- 3.14 "TRAINING" - shall mean training as required and assigned by the Company.
- 3.15 "VACANCY" - shall mean an unfilled permanent or temporary pilot assignment as determined by the Company.
- 3.16 "YEAR" - shall mean a complete calendar year.

SECTION 5 - SENIORITY

- 5.1.1 Seniority as a pilot shall begin to accrue from the date a person is permanently hired as a pilot with Air Atlantic. When a person is transferred from a non-flying position to take a position as a new pilot that person's pilot seniority shall begin on the effective date of appointment to the pilot position.
- 5.1.2 When a person is permanently hired into a full time position as a pilot with Air Atlantic and has worked as a temporary pilot with Air Atlantic during the preceding ~~six~~ months, that pilot will be credited with the time spent in the temporary position for seniority, pay progression and benefit purposes.
- i.e.
- worked as a temporary pilot January, February and March 1990
 - hired to a permanent position 01 May 1990
 - start date shown on seniority list is 01 **May** back dated three months, which is 01 February 1990.
- 5.1.3 In the event that Air Atlantic is sold, merged or the ownership otherwise changes, date of hire as a pilot shall be used for all purposes.
- 5.2 **Pilot Seniority List**
- 5.2.1 The Pilot Committee with the assistance of the Company shall maintain the Pilot Seniority List. The Company shall provide the Seniority representative with written notice of any change of status: i.e. rank, base, equipment, layoff, resignation, new hire. The Seniority representative shall receive such notice within seven days of the change or as soon **as** practicable. This list shall form part of this agreement and is attached hereto as Appendix "A".
- 5.2.2 All pilots in the employ of the Company shall have their names on the Pilot Seniority List. **Such** a list shall contain in order of seniority the name, base **and** status of all pilots and their respective pilot seniority date.
- a) Temporary pilots shall be recorded on a separate list and shall not have a seniority number. The only application for this separate list **is** to be for the bidding of blocks and requested **days** off.
- 5.2.3 When two (2) or more pilots commence employment on the same date, their relative seniority on the Pilot Seniority List shall be determined by a lottery or, if they wish, by an alternate system devised **and** accepted by the affected pilots. Whatever the system used all pilots must sign a seniority decision letter and that letter must be witnessed by a disinterested party. The seniority decision letter must be completed prior to the end of initial ground school. The original shall be given to the Pilot Committee with a copy to the Personnel Department and the Pilot Seniority List shall be amended to include these names.

SECTION 5 - SENIORITY

5.4 Retention of Seniority

5.4.1 When a pilot is holding a management position, that pilot shall maintain the option of resuming line flying duties applicable to his/her seniority. If no position is available the next less senior line pilot shall be moved one (1) step down the ladder and if required the person at the bottom of the list laid off.

5.4.2 Where a pilot commences Long Term Disability and is unable to hold a Transport Canada **Medical**, that pilot shall remain on the Pilot Seniority **List** until age 65.

5.4.3 If a pilot holding seniority under Article 5.4.2 regains a Transport Canada Medical and can meet the qualifications and proficiency required for the position, he/she **will** return to the position and base that he/she held at the time the disability commenced unless that base/position has been affected by a staff reduction. In such case, the pilot will exercise the same rights on his/her return that he/she would have exercised if he/she had been present at the time of the staff reduction.

5.4.4 If the pilot becomes eligible for return under Article 5.4.3 and declines; or if the pilot fails to advise the Company of the fact that he/she has regained a Transport Canada Medical; or if a pilot's situation comes within the provisions of Article 5.4.2 and the pilot fails to maintain a current address and telephone number in the Personnel Office; that pilot shall be taken off the Pilot Seniority List **and** will forfeit all rights under this Agreement.

5.5 Loss of Seniority

5.5.1 Pilots shall also lose their seniority if they:

- a) resign
- b) are discharged for cause
- c) are laid off for a period in excess of that laid down in Section 6

SECTION 6 - LAYOFF AND RECALL

- 6.1.8 A pilot who is laid off may at his/her discretion maintain basic Health and Life Insurance coverage for a period of one (1) year after the actual date of layoff provided all of the following criteria are met and continue to be met:
- a) the pilot **pays** the full premium cost in full no later than the twentieth day of the month preceding the month to be covered.
 - b) the pilot has not commenced work for any other employer and has not commenced operation of an owner/operator business.
 - c) the pilot is resident in the Provinces of Newfoundland & Labrador, or New Brunswick, or Nova Scotia, or Prince Edward Island.

It is to be noted that Weekly Indemnity, **Long** Term Disability and Accidental Death and Dismemberment coverage may not be extended to a laid off pilot under any circumstances.

- 6.1.9 A pilot who is laid off and whose instrument rating is due to expire within sixty (60) days of the effective date of layoff shall have the opportunity to have his/her instrument rating renewed by the Company prior to the layoff date provided the pilot remains in active employment with the Company up to the actual notified date of layoff, and provided the training is carried out on the pilots own time, and provided the pilot pays all transportation, accommodation, meal and incidental expenses. One training session will be provided to each affected pilot, If the pilot is recalled within twelve (**12**) months of the date **of** training, any expenses paid by the pilot under this clause will be refunded. Claims must be supported by receipts.

6.2 Recall

- 6.2.1 All permanent vacancies shall **be** bulletined internally, and laid off employees shall be recalled to the base at which the vacancy exists after the internal process is complete.
- 6.2.2 Initial notice of recall may be given to the pilot by a person-to-person telephone call. A recall notice shall then be sent by double registered mail to the last address on file with the Director of Personnel, and shall contain the reporting date and location.
- 6.2.3 The Company shall give the recall notice not less than seventeen (17) days prior to the reporting date. However, a shorter period may be arranged by mutual agreement between the Company and the pilot.

SECTION 7 - FILLING OF ASSIGNMENTS

7.1 Permanent Assignments

7.1.1 When a permanent pilot vacancy occurs, the Company shall post a notice on Company bulletin boards and in the Company Memo **Book** setting out the following information with respect to the vacancy:

- a) status
- b) number of positions
- c) location
- d) equipment type
- e) salary
- f) effective date
- g) closing date of the posting (which shall be at least ten [10] days after the initial posting date)

7.1.2 Any pilot who considers himself/herself qualified for the posted position may submit a bid.

7.1.3 Any pilot who will be absent from work for a period in excess of seven (7) days may file a letter with the Director of Personnel indicating any type/status/location of vacancies that he/she would wish to bid on. Should such vacancy occur during his/her absence, the bid will be deemed to have been made.

7.1.4 If a pilot would be the successful candidate in a Bulletined vacancy and that pilot is not available to commence active employment in the new position within thirty (30) days of the closing date of the original posting as a result of his/her being on one of the authorized leaves of absence listed in (a) and (b) below, the pilot will be awarded the position **and** the provisions of Article 7.1.4.1 will apply.

- a) Workers' Compensation where a return to work date has been established and such date is within **six (6)** months of the closing date of the original posting **OR**;
- b) Maternity Leave, Weekly Indemnity or Long Term Disability where a return to work date has been established and such date is within **six (6)** months of the closing date of the original posting,

In all other cases, a pilot who is not available to commence active employment in the new position within thirty (30) days of the closing date of the original posting will not be awarded the position.

7.1.4.1 Where a pilot is awarded a bulletined vacancy and his/her reporting to that position is delayed under the provisions of **Article** 7.1.4 the Company, at its option, may either place another candidate in the position on a temporary basis or **defer** filling the vacancy until the return of the originally successful pilot.

SECTION 7 - FILLING OF ASSIGNMENTS

- 7.2.3 A permanent pilot who accepts a Temporary Assignment shall not be required to change his/her place of permanent residence.
- 7.2.4 When a Temporary Assignment remains in effect beyond the limits set out in Article 2.1 above it shall immediately be rebulletined, cancelled, or made permanent.
- 7.2.5 When a Temporary Assignment ceases to exist, the pilot holding the Temporary Assignment shall return to his/her previously held Permanent Assignment.
- 7.2.6 Should a pilot be required by the Company to return to his/her permanent base during the term of a Temporary Assignment, the Company shall provide transportation at no cost to the pilot. Eligible expenses will be allowed, and the day on which the employee travels will be considered a working day.
- 7.2.7 Should a pilot's assigned vacation bid fall within the bid period of a Temporary Assignment, the status of that vacation shall be determined prior to the pilot accepting the assignment.

7.3 Temporary Base

- 7.3.1 At its discretion, the Company shall establish a Temporary Base when operationally required.
- 7.3.2 Pilots assigned to a Temporary Base will be reimbursed for living expenses in accordance with Company Policy while assigned to that Base. Expenses incurred travelling to **and** from the Temporary Base at the direction of the Company will be reimbursed provided the pilot travels as directed.
- 7.3.3 The terms of this agreement shall apply to a pilot at a Temporary Base.

7.4 Reductions and Displacement

- 7.4.1 Where a permanently assigned pilot is downgraded or displaced due to **staff** reduction that pilot shall, provided he/she holds the necessary seniority, have the option of displacing the most junior pilot in any status at any base and on any equipment type. **If** this displacement creates a need for training in order for the pilot to qualify for the new position, at the Company's option the pilot will **be** either retained in his/her original position, or downgraded to a position for which the pilot is currently qualified, until necessary training can be arranged. The Company agrees that training will not be unreasonably delayed in such cases. **If** training is delayed to the extent that the pilot cannot take up the new position within sixty (**60**) days of the actual date of layoff/displacement, then from that point the pilot will be paid **as** if he/she had taken up the position.

SECTION 8 - HOURS OF SERVICE AND SCHEDULE BIDDING PROCEDURES

- 8.1.5 When the schedule is constructed the minimum scheduled off duty period for pilots at home base shall be not less than twelve (12) hours except in the case of a fifteen (15) hour Continuous Duty Period.
- 8.1.6 If a late night block ends later than 0030h on a day off then a day off owed shall be granted.
- 8.1.7 Pilots are not to be called during their eight (8) hour prone rest period. If operational circumstances dictate that a call is necessary it should be made in the period commencing one hour prior to the pilot's scheduled reporting time.
- 8.1.8 The minimum Crew Rest Period for pilots shall be calculated as follows:
- a) 10 minutes transportation to the hotel or the normal actual travel time, whichever is greater
 - b) 15 minutes check-in at hotel
 - c) 8 hours available prone rest
 - d) 30 minutes check-out at hotel
 - e) 10 minutes transportation to the airport or the normal actual travel time, whichever is greater

If a flight operates late or if ground transportation takes longer than normal, pilots **may** reduce the reporting for duty time to not less than thirty (30) minutes for resumption of schedule.

This provision (8.1.8) does not apply in the case of a fifteen hour Continuous Duty period.

SECTION 8 - HOURS OF SERVICE AND SCHEDULE BIDDING PROCEDURES

8.2 Continuous Duty

8.2.1 When a pairing spans two (2) calendar days and does not allow at least the minimum off duty time as outlined in 8.1.9 above the pairing shall be designated as a fifteen (15) hour Continuous Duty Period. Where an overnight layover is involved, pilots shall be provided with a hotel room. The duty period may be less than fifteen (15) hours.

8.2.2 Pilots shall not be assigned more than three (3) consecutive fifteen (15) hour Continuous Duty Periods.

8.2.3 A pilot completing a fifteen (15) hour Continuous Duty Period may be assigned another duty period in the same day providing the time between release from duty and reporting for duty is not less than ten (10) hours.

8.3 Reserve

8.3.1 The length of a reserve day shall be twenty-four (24) hours commencing at midnight, however, unless they are otherwise advised pilots on reserve at their home base may consider themselves stood down between the hours of 0000 and 0500 and between the hours of 2200 and 0000.

8.3.2 Where operational considerations permit, pilots on reserve shall be called out in reverse order of seniority. If a senior pilot wishes to be called first he/she is to advise Crew Scheduling who will, subject to operational considerations, call that pilot first.

8.3.3 When a pilot on reserve is called out and reports for duty, that pilot's duty day shall commence at the time that he/she reports whether the pilot is utilized or not.

8.3.4 If a pilot is called from reserve, operates a flight or flights, and is subsequently released from duty by Flight Operations, that pilot shall not be returned to reserve that day.

8.3.5 A pilot should not be called out on a reserve day immediately preceding a day off if the scheduled return to home base is later than 0030h unless there are no other reserve pilots who can reasonably work the block.

8.3.6 Whenever possible, call out of a pilot at home base will occur allowing a minimum of two (2) hours for the pilot to report for duty. Pilots shall make every effort to report in less time if requested to do so.

SECTION 8 - HOURS OF SERVICE AND SCHEDULE BIDDING PROCEDURES

- 8.5.2 The Bid Sheet Handout shall be published by the Company by the thirteenth (13) of each month and shall include the following information:
- all known flying, local time of departure and arrival, total duty time, total flight time, and other information as agreed between the Company and the Pilot Committee.
- 8.5.3 Pilots may submit a bid indicating their choices of blocks for the bid period. Subject to the pilot's qualifications and seniority, a block shall be awarded in accordance with the indicated choices.
- 8.5.4 A pilot who is on an authorized absence during the full period when bids are due may arrange to have another pilot bid on his/her behalf, or may enter a bid by telephone to Crew Scheduling.
- 8.5.5 If no bid is received by the published closing time, any pilot who fails to bid shall have a block assigned from those remaining.
- 8.5.6 Completed bids must be submitted to Crew Scheduling no later than noon on the eighteenth (18th) of the month. The Company shall issue the final blocks to all pilots at least ten (10) days before the end of the month prior to the month for which the schedule is effective, except in the case of the March blocks where this period will be reduced to eight (8) days.
- 8.5.7 Every pilot will bid from among the published blocks each month regardless of any planned absences (e.g. awarded vacation, awarded statutory holidays, training, etc.) from flying in that month.
- 8.5.8 If a pilot is on vacation and/or statutory holidays during any month, the flight hours and the duty time that the pilot was scheduled for during the period of his/her absence from the schedule on vacation or statutory holidays as set down in his original awarded bid shall be added to his/her actual recorded hours for the purpose of computing overtime for that month.
- 8.5.9 Except as stipulated in Article 8.5.5, there shall be no assigned blocks. All pilots shall bid and when the bids have been awarded the vacation, stats, training, etc. will be written in and pilots on reserve moved up to cover them.
- 8.5.10 Each pilot will be provided with a copy of the blocks and pairings when the bids are put out and a list of awarded bids will be supplied after the bids are awarded.
- 8.5.11 Any pilot who wishes to work on a day off shall indicate to Crew Scheduling, in writing, that they wish to so. Crew Scheduling personnel shall compile a list of these individuals and shall call them out in order of seniority when reserve coverage has been exhausted. All pilots on such a list shall have right of refusal.

SECTION 9 - RATES OF PAY

9.3 Equipment Rates

9.3.1 Dash 8 -100

Yrs of Service	Captain	First Officer
0-1 year	\$43,044.00	\$27,096.00
1-2 years	\$46,188.00	\$28,656.00
2-3 years	\$48,300.00	\$29,772.00
3-4 years	\$50,400.00	\$31,428.00
4 and after	\$52,920.00	\$33,072.00

9.3.2 BAe 146

Yrs of Service	Captain	First Officer
0-1 years	\$65,100.00	\$27,096.00
1-2 years	\$65,100.00	\$28,656.00
2-3 years	\$66,684.00	\$34,884.00
3-4 years	\$68,256.00	\$36,000.00
4-5 years	\$69,828.00	\$37,116.00
5 & after	\$71,400.00	\$38,232.00

9.4 This agreement will be reopened for the purpose of negotiating rates of pay and per diems. Negotiations will start on 01 November 1992 and be completed no later than 31 January 1993. Should an Agreement not be reached by 31 January 1993, the entire contract will be deemed to have expired on that date.

9.5 Reassignment

9.5.1 Should a Captain be set back to First Officer for any reason, he/she shall go to the point on the appropriate pay scale that he/she would have occupied if he/she had continued in a First Officer position without interruption.

9.5.2 Should a Captain be set back to a Captain position on a lower pay scale, he/she will go to a position on that scale based on his/her total time as a Captain.

9.5.3 A First Officer who has previously been downgraded from a Captain's position and is to be restored to Captancy shall go to the position on that Captain's pay scale that he/she previously occupied and will complete the balance of the service requirement in that step (e.g. step 1, three months service as Captain - will return to step 1 and serve the balance of the time required in that step).

SECTION 11 - TRAINING/ENDORSEMENTS

11.1 General

- 11.1.1 Training shall be provided as required by the Company.
- 11.1.2 Normally, pilots shall receive at least five **(5)** days advance notice for all training flights including P.P.C. In any case, no less than forty-eight hours prior notice will be given.
- 11.1.3 Training shall not be scheduled on a pilot's awarded days off. However, should available training times make this impossible and training is scheduled on a pilot's awarded days off, the pilot **shall** have the option of banking the days off owed or having the days off scheduled later in the month on the days of his/her choice.
- 11.1.4 Where it is within the control of the Company, training shall not be scheduled for more than *six (6)* consecutive calendar days exclusive of travel time to and from the training session without a minimum of forty-eight (48) hours completely free from all duty.
- 11.1.5 Ground School shall not be scheduled for more than nine **(9)** hours in any day.
- 11.1.6 When multiple training sessions are scheduled and unless all the trainees involved agree, there shall be no more than two (2) trainees on board the aircraft or simulator at one time and no trainee or ride candidate shall be required to ride in the aircraft or simulator while waiting for his/her training session or ride.
- 11.1.7 Observers shall not be permitted in the simulator **or** on the aircraft flight deck when a pilot is undergoing a Pilot Proficiency Check or Instrument Rating Check, other than normal crew, instructor, Check Pilot or Transport Canada Air Carrier Inspector, without the consent of the pilot(s) being assessed.

11.2 Failure to Qualify - Probation:

- 11.2.1 During the required one (1) year probationary period of a pilot, the **Company** reserves the right to retain or terminate the employment **of** the pilot at the Company's discretion. This one (1) year probationary period shall not be extended.

11.3 Failure to Qualify - Conversion/Status Change

- 11.3.1 **A** pilot who is awarded a new position for which training is required and who fails to demonstrate the required proficiency during training, P.P.C., or line indoctrination **shall** be provided with further training and retested. Should the pilot again fail, he/she shall be returned to his/her previous position and barred from bidding on **any** position requiring such training for **a** period of one year.

SECTION 12 - PENSION PLAN

12.1 Participation in the Company Pension Plan is mandatory for all permanent employees and shall commence six (6) months from his/her date of employment or on the date of attaining permanent employment status, whichever is the later.

12.2 Contributions shall be according to the following table:

12.2.1 Effective date of ratification:

From Date of Hire Contribution Range

0 - 6 months 0%

Over 6 months 3% + 3% (mandatory)

12.2.2 Effective 01 January 1993:

From Date of Hire Contribution Range

0 - 6 months 0%

6 months - 2 yrs. 3% + 3% (mandatory)

Over 2 yrs. 3% + 3% (mandatory)
or 4% + 4% (optional)

12.2.3 Effective 31 December 1993:

From Date of Hire Contribution Range

0 - 6 months 0%

6 months - 2 yrs. 3% + 3% (mandatory)

Over 2 yrs. 3% + 3% (mandatory)
or 4% + 4% (optional)

Over 5 yrs. 3% + 3% (mandatory)
or 4% + 4% (optional)
or 5% + 5% (optional)

12.3 Implementation of optional contribution level increases shall, upon qualification, be by written notification to the Company by the pilot.

SECTION 13 - MEDICAL FITNESS

13.1 General

13.1.1 It is a condition of employment that all pilots maintain required licenses, and periodic medical examinations required for this purpose are the total responsibility of the pilot.

13.2 Fitness Re-evaluation

13.2.1 The Company reserves the right to require a pilot to complete a medical examination with a Company designated Doctor if the Company has reason to believe the pilot's health or physical condition is or may be impaired. The cost of such examination shall be borne by the Company and Doctor/Patient confidentiality shall not be breached without the permission of the pilot.

13.2.2 Where any pilot fails to pass a Company required medical examination as set out in Article 12.2.1 above, or where two conflicting medical opinions exist affecting a pilot's clearance to perform all of his/her normal duties, the Company will ensure that an impartial second (or tie-breaking) opinion is available to the pilot on request.

SECTION 15 - VACATION AND STATUTORY HOLIDAYS

15.1 Vacation

- 15.1.1 The vacation year shall commence on January 1st and terminate on December 31st of the same year.
- 15.1.2 Vacation Entitlement and use shall be in accordance with Company Policy.
- 15.1.3 Assigned vacation periods shall not be changed or exchanged except by mutual agreement between the pilot(s) and the Company.
- 15.1.4 Vacation and statutory holiday bidding procedures shall be as mutually agreed between the Company and the Pilot Committee. These procedures will be reviewed periodically in order to improve their application and effect on the pilots. The present system is attached as Letter of Agreement Number One.
- 15.1.5 Should a pilot change status and/or base after vacation has been awarded, the pilot shall rebid his/her vacation if the Company cannot accommodate his/her originally awarded period(s) in his/her new status and/or base.

15.2 Statutory Holidays

- 15.2.1 Statutory Holidays entitlement shall be in accordance with Company Policy.
- 15.2.2 Pilots shall bid statutory holidays using a system that is mutually agreed between the Company and the Pilot Committee.
- 15.2.3 Statutory holidays must be bid in blocks of no less than five (5) days. Any **pilot** with less than ten (10) statutory days shall bid one, five (5) day block and one other **block consisting of the days remaining**.
- 15.3.4 Pilots have the option of not bidding and of using their statutory days on an adhoc basis depending on availability.
- 15.3.5 Pilots have the option of being paid for their statutory holidays at the normal daily overtime rate.
- 15.3.6 Assigned statutory holiday periods shall not be changed except by mutual agreement between the pilot **and** the Company.

SECTION 17 - LEAVES OF ABSENCE

17.1 Leaves of Absence - General

17.1.1 Leave of absence may granted in accordance with Company regulations and subject to conditions stipulated by the Company at the time the leave is granted.

17.1.2 A pilot returning from a leave of absence shall return to the position and base that he/she held at the start of the leave. If that pilot's previous position and/or base no longer exists or has been affected by a staff reduction, he/she shall be allowed to exercise his/her seniority in the same way as it would be exercised in a staff reduction.

17.1.3 A pilot may bid on a vacancy while on leave of absence, but if the pilot is advised that he/she is the successful bidder he/she must terminate the leave and return to active duty on the date specified by the Company or forfeit the bid.

17.1.4 During an authorized leave of absence a pilot will retain and accrue seniority. However, with the exception of Worker's Compensation, a leave taken to avert the layoff of another pilot, the basic seventeen week Maternity Leave, and any Child Care Leave extension to the basic Maternity Leave, time absent in excess of ninety (90) days on any period of authorized leave of absence of any kind shall not count for pay progression purposes.

17.1.5 Copies of all correspondence relating to any authorized leave of absence will be forwarded to the Pilot Committee by the person initiating that piece of correspondence.

17.2 Personal Leaves of Absence - General

17.2.1 When the requirements of the Company permit, a pilot upon written request through his/her immediate supervisor, may be granted a voluntary leave of absence without pay of up to twelve (12) months duration.

17.2.2 Should a pilot fail to return to duty as scheduled at the end of a leave of absence, he/she will be deemed to have resigned.

17.3 Maternity Leave

17.3.1 Maternity Leave of absence without pay shall be granted to pilots in accordance with the applicable Federal legislation.

17.4 Child Care Leave

17.4.1 Child Care Leave of absence without pay shall be granted to pilots in accordance with the applicable Federal legislation.

Pilot Agreement - 11 May 1992

SECTION 18 - DATA RECORDERS

18.1 For the purpose of this Section, the term "Data Recorders" shall mean:

- 1) Cockpit Voice Recorders (CVR'S), and
- 2) Flight Data **Recorders** (FDR'S).

18.2 In the event of an incident or accident investigation, the Company may not directly release any data or other information obtained from the Data Recorders to either the general public or any news media without the prior approval of either the pilot(s) involved or their estate(s).

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

Letter of Agreement Number One

Vacation Bidding

1. Pilots shall bid vacation assignments in order of seniority by status, base and equipment type.
2. Annual vacation shall be divided into Prime Time and Non-Prime Time periods. Prime Time periods shall be defined as;
 - Spring School Break (determined by province)
 - June 15 to September 15, and;
 - December 15 to **January 1**.
3. No pilot shall bid more than one (1) Prime Time vacation period per year.
4. Vacation between June 15 and September 15 shall be limited to two (2) weeks.
5. After vacation bids are awarded any remaining vacation periods shall be posted for re-bid in accordance with normal bidding procedures. Any pilot who has been awarded a Prime Time vacation period may re-bid for any remaining Prime Time slots during this process. Such re-bid shall only occur once after the bids are awarded.
6. Prior to the start of the bidding process, the Company will post a list of all known ground school training dates for the following year accompanied by names of pilots assigned to attend.

Signed at Halifax (place) in the Province of Nova Scotia

this 18 day of June 1992

FOR THE PILOTS:

FOR THE COMPANY:

P. [Signature]

G. [Signature]

Letter of Agreement Number **Four**

Transport Canada Inspector Flying Program

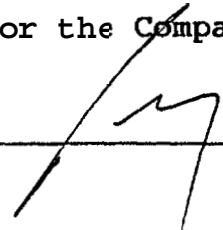
1. If a pilot is available to operate his/her scheduled flight(s) and is **displaced** from his/her awarded schedule because of the Inspector Flying Program, that pilot shall be given the day off.

Dated June 15, 1992

For the Pilots:



For the Company:



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