

AGREEMENT NO. 3

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EFF.	2000	01	01
TERM.	2004	12	31
NO. OF EMPLOYEES	70		
NOMBRE D'EMPLOYÉS	ml		

between

BEARSKIN LAKE AIR SERVICE LTD.

and

The Air Line Pilots in the Service of

Bearskin Lake Air Service Ltd.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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INDEX

PREAMBLE.....	1
MANAGEMENT RIGHTS.....	2
SECTION 1	3
GENERAL SCOPE.....	3
1.1 RECOGNITION.....	3
1.2 FLYING OF COMPANY AIRCRAFT	3
1.3 ISSUANCE OF AGREEMENT.....	4
1.4 GENDER.....	4
SECTION 2	5
DEFINITIONS	5
SECTION 3	9
RATES OF PAY.....	9
3.4 Pay Rates.....	10
SECTION 4	12
HOURS OF SERVICE.....	12
SECTION 5	15
PILOTS SCHEDULING SYSTEM.....	15
GENERAL.....	15
5.2.1 General.....	15
5.3 PAIRING CONSTRUCTION.....	16
5.4 SCHEDULE CONSTRUCTION.....	16
5.5 TRIP TRADES.....	18
5.6 RESERVE	18
5.7 DRAFTING	20
5.7.5 DRAFT PENALTY.....	20
5.8 REASSIGNMENT.....	21
5.9 DISPLACEMENT	22
5.10 BLOCKING AND ASSIGNMENT ERRORS.....	22
5.11 POSITION CHANGES.....	22
SECTION 6	23
SENIORITY.....	23
6.1 GOVERNING PRINCIPLE.....	23
6.2 GENERAL.....	23
6.3 SENIORITY LIST.....	23
6.4 LOSS OF SENIORITY	24
SECTION 7	25
MANAGEMENT PILOT FLYING.....	25
SECTION 8	26
PROBATION.....	26
SECTION 9	27
FILLING OF POSITION VACANCIES	27
9.1 BIDDING AND AWARDED PERMANENT ASSIGNMENTS.....	27
9.2 AWARDED TEMPORARY POSITIONS.....	30
9.3 TEMPORARY POSITION ASSIGNMENTS.....	30
SECTION 10	32
TRAINING.....	32
10.1 GENERAL	33
10.2 INITIAL NEW HIRE TRAINING	34
10.3 FAILURE TO QUALIFY - CONVERSION, STATUS OR EQUIPMENT	34
10.4 TRAINING AGREEMENT: 12,501 lbs. to 16,500 lbs.	35
10.5 TRAINING AGREEMENT: 12,500 LBS OR LESS	39
PROMISSORY NOTE.....	42
SECTION 11	43
NEW EQUIPMENT/OPERATIONS	43
11.2 HIRING OUTSIDE THE COMPANY.....	43
11.3 STAND ALONE CONTRACTS	44
11.4 STANDING OFFER CONTRACT	45

INDEX Continued

SECTION 12	46
VACATION.....	46
SECTION 13	47
STATUTORY HOLIDAYS.....	47
SECTION 14	48
LEAVES OF ABSENCE	48
SECTION 15	50
SICK LEAVE.....	50
SECTION 16	52
PHYSICAL EXAMINATIONS.....	52
SECTION 17	54
LAYOFF AND RECALL.....	54
SECTION 18	56
TRAVELLING AND MOVING EXPENSES.....	56
SECTION 19	57
EXPENSES, LODGING AND TRANSPORTATION.....	57
19.5 DRAFTING.....	58
SECTION 20	60
DATA RECORDERS.....	60
SECTION 21	61
ACCIDENT OR INCIDENT INVESTIGATION.....	61
SECTION 22	63
LEGAL.....	63
22.1.1 DEFENCE AND COUNSEL.....	63
22.1.2 INDEMNIFICATION	63
22.2 PILOT COSTS.....	63
22.3 ESTATE SETTLEMENT	63
22.4 PILOT FILES.....	63
22.5 PILOT WITNESSES/REPRESENTATIVES.....	64
SECTION 23	65
GRIEVANCE PROCEDURE.....	65
23.1 INITIATION.....	65
23.2 HEARINGS.....	65
23.3 GRIEVORS' RIGHTS REPRESENTATIVES.....	66
SECTION 24	68
DISCIPLINE/DISCHARGE	68
SECTION 25	69
ARBITRATION.....	69
25.1 REFERRAL TO ARBITRATION.....	69
25.2 SINGLE ARBITRATOR.....	69
25.3 ARBITRATORS JURISDICTION.....	69
25.4 ARBITRATORS EXPENSES.....	70
25.5 ASSOCIATION'S/COMPANY'S RIGHTS/REPRESENTATIVES	70
SECTION 26	72
DEDUCTION OF DUES.....	72
SECTION 27	73
EMPLOYEE BENEFITS.....	73
SECTION 28	75
AIRCRAFT HANDLING/SERVICING.....	75
Baggage Handling.....	75
Aircraft De-icing.....	75
Aircraft Grooming.....	75
Aircraft Towing.....	76
SECTION 29	77
DURATION.....	77
Letter of Understanding- Northern Aboriginal Police Service.....	78
Letter of Understanding- Employment Equity.....	81

PREAMBLE

This Agreement is made and entered into by and between Bearskin Lake Air Service Ltd., hereinafter referred to as the Company, and the Pilots in the employ of Bearskin Lake Air Service Ltd., as represented by the Air Line Pilots Association, International, hereinafter referred to as the Association.

In making this Agreement, the parties hereto recognize the objectives of promoting the Safety, Continuity, Growth and Orderly Administration of Air Transportation generally, and of the Company particularly. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the interest and purpose of this Agreement.

MANAGEMENT ITS

The Association recognizes that the Company has the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company, its affairs and the direction of employees, all of which are fixed exclusively with the Company.

SECTION 1

GENERAL SCOPE

1.1 RECOGNITION

The Company recognizes the Air Line Pilots Association, International, as the sole Collective Bargaining agent for all Pilots working for Bearskin Lake Air Service Ltd., (doing business as Bearskin Airlines), excluding Chief Pilots, Assistant Chief Pilots, Vice-president of Operations, and Director of Operations.

1.2 FLYING OF COMPANY AIRCRAFT

1.2.1 Only Pilots whose names appear on the Pilots System Seniority List shall be assigned to any revenue flying as flight crewmembers on aircraft operated or leased by the Company.

1.2.2 Notwithstanding 1.2.1 above, wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company for a period not to exceed ninety (90) days under the circumstances listed in 1.2.2. (a) and (b) below. The Company will advise the Association prior to entering into all wet leases. No wet lease shall continue beyond ninety (90) days without mutual agreement between the Company and the Association. A wet lease with a term of less than ninety (90) days shall not be renewed, extended or amended in any way which would create a term or consecutive terms which extend beyond a total period of ninety (90) days:

- a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (e.g. weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.).
- b) To carry out charter flying for one or more parts of a charter where no appropriate Company aircraft or Pilots are available within a reasonable time period.

1.2.3 Notwithstanding 1.2.1 and 1.2.2 above, to evaluate or enter into new markets, or evaluate new aircraft on existing services where either no Pilots or no Company aircraft are available to complete the evaluation or new market entrance, the Association will agree to a wet lease for a period of up to, and including, one hundred eighty (180) days. The Company will advise the Association prior to entering into all wet leases. No wet lease shall continue beyond the one hundred and eighty (180) days without mutual agreement between the Company and the Association. A wet lease with a term of less than one hundred and eighty (180) days shall not be renewed, extended or amended in any way which would create a term or consecutive terms which extend beyond a total period of one hundred and eighty (180) days.

1.2.4 No wet lease shall result in, either directly or indirectly, the layoff of Company Pilots or cause delay in a Pilot recall for those on furlough status.

1.3 ISSUANCE OF AGREEMENT

1.3.1 The Company shall, no later than sixty (60) calendar days after signing the Agreement, distribute the printed Agreement to the Pilots. All costs for printing and new binders shall be shared equally by the Company and the Association.

1.3.2 The Company agrees to distribute all current Letters of Understanding to all Pilots on a one time basis concurrent with Section 1.3.1, and thereafter to distribute any new Letters of Understanding to all Pilots within thirty (30) calendar days after their respective signing dates.

1.3.3 The agreed format shall be printed and punched pages that fits the Flight Crew Handbook.

1.4 GENDER

1.4.1 It is understood that any references contained within this Agreement to the masculine gender shall also pertain to the feminine gender. Any references to the singular shall also pertain to the plural where appropriate.

SECTION 2

DEFINITIONS

- 2.1.1 **Base** shall mean a specific airport, designated by the Company and indicated on the Pilot's Seniority List from which a Pilot or group of Pilots operate scheduled or non-scheduled flights (i.e. CYQT).
- 2.1.2 **Bid Award** shall mean the written confirmation to the Pilot from the Company that he is the successful candidate for a position vacancy. A bid award shall contain an effective date.
- 2.1.3 **Block** shall mean a monthly schedule of flight duty periods, training, vacation days, statutory holidays, and days off etc., constructed for a Pilot.
- 2.1.4 **Bump** shall mean the mechanism whereby a Pilot may exercise his seniority to displace a more junior Pilot from his permanent position.
- 2.1.5 **Calendar Day** is considered to be a twenty-four (24) hour period from midnight to midnight.
- 2.1.6 **Calendar Month** shall mean any month as designated on a North American calendar (i.e. February, March, April).
- 2.1.7 **Captain** - the Pilot member of the flight crew first in command of the flight and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft, and who is properly qualified and designated by the Company to serve as, and hold currently effective Ministry of Transport Certificates authorizing him to serve as such Captain. When two or more Captains are designated on the same crew on a Company operated aircraft, the Pilot most senior on the Pilot's Seniority List shall be in command of the aircraft. Supervisory Pilots in the conduct of supervisory duties shall be exempt from this provision.
- 2.1.8 **Charter Flying** shall mean any revenue flying, assignments, or extra sections, not listed in any published passenger schedules.
- 2.1.9 **Check Pilot** means a Pilot who holds "Company Check Pilot" authority or any other Check Pilot authority as defined by the M.O.T.
- 2.1.10 **Day** means a calendar day.
- 2.1.11 **Day Off** shall mean a calendar day on which the Pilot is not scheduled for duty of any nature.
- 2.1.12 **Deadheading** shall mean the positioning of a non-operating Pilot from one location to another at Company request.
- 2.1.13 **Designated non-flying Pilot** shall mean a Pilot who has received an in-depth briefing from the Primary Training Pilot on that type of aircraft to conduct the duties of the non-flying Pilot during a flight test.
- 2.1.14 **Displacement** shall mean the removal of a Pilot by the Company from any flight(s) to which he has been assigned.

- 2.1.15 Draft shall mean the assignment of a Pilot to any duty on a day which he was not originally scheduled for duty or was previously released from duty.
- 2.1.16 Duty Period shall mean the period of time commencing at the required reporting time and continuing to the time of release.
- 2.1.17 Equipment shall mean the type of aircraft to which a Pilot is assigned.
- 2.1.18 First Officer means the Pilot member of the Flight Crew who is second in command of the flight, and any part of whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds currently effective Ministry of Transport Certificates authorizing him to serve as such First Officer.
- 2.1.19 Flight Time shall mean air time plus one-tenth (.1) of an hour.
- 2.1.20 Layover shall mean the time between flight duty end and flight duty start at an away base.
- 2.1.21 Line Indoctrination Pilot shall mean the Pilot who provides line indoctrination to a fellow Pilot as required by the Company, the Company Operations Manual, or the M.O.T.
- 2.1.22 Management Pilots shall mean those Pilots who are excluded from the Bargaining Unit as per Section 1.
- 2.1.23 MOT shall mean the Canadian Department of Transport.
2. 124 **Over-Projection** shall mean the situation that exists when a Pilot's actual credited time or actual flight time plus his projected credited or projected flight time for the month exceed the monthly maximum.
- 2.1.25 Pairing shall mean an arranged schedule of flights constituting one or more consecutive duty periods, as assigned by the Company.
- 2.1.26 Permanent Position means a Position held by a Pilot for more than six (6) months duration.
2. 127 **Personnel File** means the record of a Pilot's history of employment with the Company.
- 2.1.28 Pilot means Captain or First Officer as defined herein.
- 2.1.29 Pilot Classroom Instructor shall mean the person who provides courses as deemed necessary by the Company.
- 2.1.30 Position shall mean a Pilot's flying position held by a Pilot with regard to equipment, status and base (e.g. Captain Beech 99 YXL). A change in any or all the preceding shall constitute a change in the Pilot's position.
- 2.1.31 Probation Period means the assessment period for newly hired Pilots prior to their being considered permanent employees.

- 2.1.32 Reassignment shall mean the assignment of a Pilot on a scheduled working day to any flight(s), duty or reserve not originally scheduled in his block.
- 2.1.33 Reduction shall mean a decrease in the number of positions in status on an equipment type at a pilot base.
- 2.1.34 Released shall mean the time when relieved from all duty by the Company.
- 2.1.35 Reserve shall mean a period of time during which a Pilot so assigned must be available to be called for duty.
- 2.1.36 Reserve Pilot shall mean a Pilot who is assigned on his monthly schedule a reserve period not containing an assigned pairing.
- 2.1.37 Rest Period shall mean a period of time spent on the ground during which a Pilot is relieved of all duty associated with the Company.
- 2.1.38 Scheduled Flying shall mean all revenue flying listed in any published passenger schedule, including extra sections.
- 2.1.39 Simulator **Non-flying** Pilot shall mean any Pilot designated by the Company to conduct the duties of the non-flying Pilot during a flight test in a simulator.
- 2.1.40 Stand Alone Contract shall mean a contract awarded to the Company that imposes special terms and conditions for a specific service to be provided on a full-time basis for the duration of such contract and will be subject to the terms and conditions as specified in Section 11.3 of the Collective Agreement (e.g. Sioux Lookout dedicated Air Ambulance).
- 2.1.41 Standing Offer shall mean an agreement between the Company and other persons in which the Company agrees to make available aircraft and crews to other persons on an as needed basis as determined by the other party and defined in Section 11.4 of the Collective Agreement.
- 2.1.42 Status shall mean Captain or First Officer.
- 2.1.43 Temporary Position shall mean a Pilot position of six (6) months or less duration.
- 2.1.44 Training File shall mean the record of the history of a Pilot's flight and ground training with the Company.
- 2.1.45 Training Pilot shall mean any Pilot designated by the Company (Primary Training Pilot and Secondary Training Pilot) to conduct training for the purpose of upgrading or qualifying Pilots. Training duties shall include, but are not limited to: aircraft ground schools, flight training, simulator training, ground briefings associated with flight training and simulator training, acting as the non-flying Pilot on flight tests, and any pertinent office duties. Captains and First Officers who perform the duties of non-flying Pilots during flight tests are not deemed to be Training Pilots unless designated by the Company.
- 2.1.46 Trip shall mean a period commencing at the Pilot's home base at the scheduled reporting time or actual reporting time, whichever is later, and continues until the Pilot is released from duty at his home base.

2.1.47 **Vacancy** shall mean a new or unfilled Pilot position as determined by the Company.

2.1.48 **Year** means a complete calendar year.

SECTION 3

RATES OF PAY

- 3.1 a) Pilots shall be paid for credited hours at the applicable hourly rate as per Section 3.4.
- b) A Pilot employed for a full month shall receive a minimum guarantee of eighty (80) credit hours. The minimum guarantee shall be reduced by four (4.0) hours for each calendar day that the Pilot did not work because he was on leave of absence, was absent due to medical reasons, failed to report for work, was laid off, was suspended, was terminated or had resigned.
- c) A Captain shall be paid an hourly rate based on years of service as a Captain with the Company.
- d) A First Officer shall be paid an hourly rate based on years of service as a First Officer with the Company.
- 3.2.1 Pay periods will be on a twice-monthly basis. Wages will be paid five regular banking days following the fifteenth (15th) of the month, and on the fifth regular banking day following the last day of the month. With the final payroll issued in each calendar year, the Company will issue a list of the payroll dates in the following calendar year.
- 3.2.2 The pay on the fifth regular banking day following the fifteenth (15) of the month, will be forty (40.0) hours at the applicable hourly rate, plus per diems, less the required deductions. The pay on the fifth regular banking day following the last day of the month, will be forty (40.0) hours at the applicable hourly rate, all adjustments, including allowances and expenses incurred on behalf of the Company, less the required deductions.
- 3.2.3 Pilots providing the payroll department with the required bank account information **will** receive their pay via direct deposit into their account as per the schedule established in Sections 3.2.1 and 3.2.2. A pay stub shall be provided to the pilot on the same date as the pay deposit outlining all appropriate wage and deduction information.
- 3.3.1 Any pay discrepancies, for which the Company is at fault, under one hundred dollars (\$100.00) will be paid on the next regular pay. Any discrepancies over one hundred dollars (**\$100.00**) will have a separate cheque issued within three (3) business days of the discovery of the discrepancy.
- 3.3.2 When a change in position necessitates a change in rate of pay, such change shall become effective on the day immediately following the **successful** completion of a Pilot Proficiency Check for that position.
- 3.3.3 All Pilots will be required to submit completed payroll time sheets to the designated person at each base on the first day following the fifteenth and the first of the next month for processing to payroll. Failure of a Pilot to submit their time sheets by the deadline, more than once per calendar year, as noted herein will result in the Pilot having to wait until the next regular payroll to receive his cheque.

3.3.4 New hire Pilots shall receive sixteen hundred dollars (**\$1,600.00**) per month pro rated to the number of training days required while on training. The Pilot will receive pay as per the established rate herein when the Pilot completes a successful Pilot Proficiency Check, subject to 3.2.2 above.

3.4 Pay Rates

METRO	July 1, 2000		January 1, 2001		January 1, 2002		January 1, 2003		January 1, 2004	
	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.
Level 1 0-1 year	\$ 45.32	\$ 25.66	\$ 46.45	\$ 26.30	\$ 47.61	\$ 26.96	\$ 48.80	\$ 27.63	\$ 50.02	\$ 28.32
Level 2 1-2 years	\$ 50.30	\$ 28.45	\$ 51.56	\$ 29.19	\$ 52.85	\$ 29.92	\$ 54.17	\$ 30.67	\$ 55.52	\$ 31.44
Level 3 2-3 years	\$ 52.66	\$ 29.82	\$ 53.98	\$ 30.56	\$ 55.33	\$ 31.33	\$ 56.71	\$ 32.11	\$ 58.13	\$ 32.92
Level 4 3-4 years	\$ 53.98	\$ 30.56	\$ 55.33	\$ 31.33	\$ 56.71	\$ 32.11	\$ 58.13	\$ 32.91	\$ 59.58	\$ 33.73
Level 5 4-5 years	\$ 54.52	\$ 30.87	\$ 55.88	\$ 31.64	\$ 57.28	\$ 32.43	\$ 58.71	\$ 33.24	\$ 60.18	\$ 34.07
Level 6 5-6 years	\$ 55.07		\$ 56.44		\$ 57.86		\$ 59.30		\$ 60.79	
Level 7 6-7 years	\$ 55.62		\$ 57.01		\$ 58.44		\$ 59.90		\$ 61.39	
Level 8 7-8 years	\$ 56.17		\$ 57.59		\$ 59.01		\$ 60.49		\$ 62.00	
Level 9 8-9 years	\$ 56.73		\$ 58.15		\$ 59.60		\$ 61.09		\$ 62.62	
Level 10 9-10 years	\$ 57.30		\$ 58.75		\$ 60.20		\$ 61.71		\$ 63.25	

BE99/A100/PC12	July 1, 2000		January 1, 2001		January 1, 2002		January 1, 2003		January 1, 2004	
	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.
Level 1 0-1 year	\$ 39.85	\$ 22.94	\$ 40.85	\$ 23.51	\$ 41.87	\$ 24.10	\$ 42.91	\$ 24.70	\$ 43.99	\$ 25.32
Level 2 1-2 years	\$ 44.43	\$ 25.58	\$ 45.55	\$ 26.22	\$ 46.68	\$ 26.87	\$ 47.85	\$ 27.55	\$ 49.04	\$ 28.24
Level 3 2-3 years	\$ 46.52	\$ 26.78	\$ 47.69	\$ 27.45	\$ 48.88	\$ 28.14	\$ 50.10	\$ 28.84	\$ 51.35	\$ 29.56
Level 4 3-4 years	\$ 47.67	\$ 27.56	\$ 48.97	\$ 28.25	\$ 50.29	\$ 28.96	\$ 51.55	\$ 29.68	\$ 52.84	\$ 30.42
Level 5 4-5 years	\$ 48.35	\$ 27.83	\$ 49.56	\$ 28.53	\$ 50.80	\$ 29.24	\$ 52.07	\$ 29.97	\$ 53.37	\$ 30.72
Level 6 5-6 years	\$ 49.63		\$ 50.88		\$ 51.30		\$ 52.58		\$ 53.90	
Level 7 6-7 years	\$ 49.32		\$ 50.56		\$ 51.82		\$ 53.11		\$ 54.44	
Level 8 7-8 years	\$ 49.62		\$ 51.06		\$ 52.34		\$ 53.63		\$ 54.98	
Level 9 8-9 years	\$ 50.31		\$ 51.57		\$ 52.86		\$ 54.18		\$ 55.53	
Level 10 9-10 years	\$ 50.82		\$ 52.09		\$ 53.39		\$ 54.73		\$ 56.10	

3.5.1 (a) Primary Training Pilots will receive an additional three hundred dollars (**\$300.00**) per month. The Primary Training Pilot will also receive an additional twenty dollars (\$20.00) per flight hour or simulator hour for all training flights

(b) Secondary training Pilots will receive three hundred dollars (\$300.00) for each month that they are required to do training in addition to their hourly rate. The Secondary Training Pilot will also receive an additional twenty dollars (**\$20.00**) per flight hour or simulator hour for all training flights.

3.5.2 (a) Designated Non-Flying Pilots will receive thirty dollars (**\$30.00**) for conducting their duties during a simulator or aircraft flight test in addition to their hourly rate or new hire training rate.

(b) Training Pilots will receive twenty-five dollars (\$25.00) per hour for any ground work being conducted for the purposes of training i.e. training handouts, training syllabus, briefings, relevant paperwork, etc.

3.6 Classroom Instructors shall receive an additional twenty-five dollars (**\$25.00**) for each hour of ground instruction.

- 3.7 Line Indoctrination Captains shall receive an additional twelve dollars and fifty cents (**\$12.50**) per flight hour for carrying out line indoctrination and/or line checks.
Effective January 1, 2001, fifteen dollars (**\$15.00**) per flight hour.
- 3.8 Check Pilots will receive three hundred dollars (**\$300.00**) per month in addition to their regular hourly rate. In addition, Check A Pilots shall receive a minimum of four (4.0) credit hours on the day a checkride is conducted.
- 3.9 Effective the 1st of the month following implementation of the new Scheduling System.
A Pilot's actual flight time in excess of ninety-five (95) hours or one hundred and ten (**110**) credit hours (whichever comes first) in a calendar month, shall be paid at the rate of time and one-half (**1 ½ x**) the Pilot's hourly rate.
- 3.10 The Company shall provide summaries to the Association monthly of all scheduled or nonscheduled flying carried out, drafts, and reserve usage.
- 3.11 Those Pilots on the active payroll on the date of ratification on this Agreement will receive retroactive pay of two and one-half percent (2.5%) based on gross pay earned from January 1, 2000 to June 30, 2000. ~~Such~~ retroactive pay will be paid out within two (2) pay periods of the date of ratification.

SECTION 4

HOURS OF SERVICE

- 4.1.1** One hundred and twenty (**120**) hours per month of credited time of which, no more than one hundred (**100**) hours shall be flight time, shall constitute the normal monthly maximum for Pilots covered by this Agreement. Twice per calendar year both of these maximums may be increased together by ten (**10**) hours in a given month (i.e. months may have maximums of one hundred and thirty (**130**) credit and one hundred and ten (**110**) flight hours).
- 4.1.2** When a Pilot reaches his maximum monthly credit limitation, as provided for in Section **4.1.1**, he shall be relieved of all duty with the Company until the commencement of his next month or other applicable period as the case may be.
- 4.1.3** A Pilot whose over-projection remains unresolved shall not be allowed to *check* in for his last pairing or multi-day pairing of the block. The affected Pilot shall be released from the pairing or multi-day pairing or shall be subject to reassignment, which will not result in an over-projection.
- 4.1.4** A Pilot's actual flight time in excess of ninety-five (95) hours or one hundred and ten (**110**) credit hours (whichever comes first) in a calendar month, shall be paid at the rate of time and one-half (**1 ½ x**) the Pilot's hourly rate.
- 4.1.5** When a change in calendar month occurs enroute, the date on which the duty period originates shall be considered the date to which all flight and duty time is to apply. In the event of delayed operations at the end of the month, the scheduled originating date of the flight shall be considered the date on which the flight originates and to which date all flight and duty times shall apply.
- 4.1.6** The maximum duty period will normally be fourteen (**14**) hours except as follows:
- (a) Pilots who have been on reserve all day and whose duty periods commence between **2300** and **0430** hours local time (silent hours), or when one-third of the duty period falls between the hours of **2300** and **0430** hours local time, the maximum duty period will be twelve (**12**) hours.
 - (b) Duty periods as defined in (a) above, may be scheduled up to fifteen (**15**) hours providing that a scheduled break in the duty period exists of five (5) continuous hours from actual arrival to actual departure at a suitable accommodation as per Section **19.14(b)**.
 - (c) The duty period may be extended to fifteen (**15**) hours for unforeseen circumstances where both crew members agree it is safe to do so.
Unforeseen-circumstances will be limited to:
 - mechanical breakdown of aircraft
 - ATC delays
 - weather (not forecasted)
 - fueling delays
 - holding for JV aircraft provided their delay was due to any of the above.

The Pilot should attempt to notify the Company at the earliest opportunity of unforeseen circumstances which may affect the pilot's duty period. If this notice is provided with not less than two (2) hours remaining in the duty period and the pilot is scheduled to return to his home base during the remainder of the affected duty period, the Company will make every effort to rectify the situation in accordance with the Collective Agreement.

(d) Provisions as stipulated for Stand Alone Contracts.

4.1.7 A Pilot shall be considered on duty during all deadheading. For pay purposes and credit purposes, a Pilot shall receive one-half (**1/2**) hour pay at the applicable hourly rate for each hour spent deadheading.

4.1.8 An on duty period shall commence:

- (a) thirty (30) minutes prior to a scheduled deadhead departure, or
- (b) at a Pilot's home base or away from a Pilot's home base, forty-five (**45**) minutes prior to a scheduled departure of a flight, or
- (c) notwithstanding **4.1.8 (b)**, the following stations will have a duty period commencement of thirty (**30**) minutes prior to a scheduled departure of a flight: YTS, YQK, YAG, YFO and YRL. YWG and YSB will be included if final resting spot of aircraft is at the terminal, or
- (d) at the required report time established for the commencement of a training session or meeting, or
- (e) provisions as stipulated for Stand Alone Contracts.

4.1.9 An on duty period shall end:

- (a) fifteen (**15**) minutes after touchdown or where the final parking of the aircraft is required at some other point (i.e. **Esso Avitat**) thirty (**30**) minutes after touchdown, or
- (b) some later time if the Company approves a later check-out due to extenuating circumstances, after consultation with the Captain, or
- (c) at the end of a training session or meeting if it is the only assignment in the day.

4.1.10 Between any **two(2)** duty periods the minimum rest period shall be nine hours and fifteen minutes (**9:15**) except in the **case** of a rest period preceding a duty start time of **0630** hours or earlier. In such cases, the minimum rest period between duty periods shall be ten and one-half (**10.5**) hours. The minimum rest period must include the opportunity for a minimum of eight (8) hours prone rest uninterrupted by the Company.

4.1.11 Each Pilot shall be scheduled a minimum of twelve (**12**) days off per month at his home base free of all duty notwithstanding that a Pilot while on Simulator or any external training may be given days off away from his home base.

4.1.12 At the discretion of the Company and subject to operational requirements, the MEC Chairman may be allowed up to eight (8) additional days off, without pay, in a calendar year to be scheduled off to conduct Association business.

4.1.13 The maximum number of scheduled landings in any duty period will be ~~fifteen~~ (**15**) but can be expanded to sixteen (**16**) due to irregular operations for all aircraft up to and including **12,500** pounds gross weight. For aircraft over **12,500** pounds gross weight, the maximum number of landings will be twelve (**12**) in any duty period.

4.2.1 **CREDITS**

For the purpose of scheduling and pay, a Pilot shall receive credits equal to the greater of the following:

- (a) the actual flight time, or

- (b) the minimum duty period guarantee of one and one-half **(1.5)** hour, or
- (c) for each **2.5** hours of actual at work duty time, the Pilot will receive a credit of one (1) hour at the Pilot's applicable hourly rate, or
- (d) a trip hour guarantee of one **(1)** hour for each five (5) hours of total trip time commencing at the scheduled reporting time (or actual reporting time, whichever is the later) at his home base prior to the first flight in a pairing until released from duty at his home base after the last flight in the pairing, or
- (e) flight time plus any layover beyond twenty-four **(24)** hours, a Pilot will be credited with four **(4)** credit hours for each twenty-four **(24)** hour period (e.g. **24:01** hour layover equals four **(4)** credit hours, **48:01** hour layover equals eight (8) credit hours)
- (9)** a credit of three (3) hours for each reserve period.

4.2.2 For the purpose of scheduling and credit hour limitations, a credit of four **(4.0)** hours for each Vacation day and Statutory Holiday shall apply.

4.2.3 (a) If a duty period is cancelled and the Pilot is notified prior to leaving the rest facility (including home), the Company will within one **(1)** hour of the initial contact, reassign, place on reserve, or release the Pilot. If a Pilot reports for duty prior to notification of such cancellation, the provisions of **4.2.1** shall apply.

(b) If a Pilot, of his own accord, checks in early and is subsequently notified by Dispatch twenty **(20)** minutes prior to reporting time, the notice requirement in (a) above would have been satisfied.

SECTION 5

PILOTS SCHEDULING SYSTEM

5.1.1 If it is found that any of the rules contained herein require change, or alternatively, additional rules should be adopted, such changes or additions can be made by mutual agreement between the Company and the Association.

The Company shall not assign more than one (1) crew simultaneously to any pairing on any given day.

GENERAL

5.2.1 The Bearskin Pilots' Block Scheduling System provides means whereby each Pilot at a base will be entitled to a monthly block with consideration given to his days off Requests in accordance with his permanent assignment, seniority and rules contained Herein.

5.2.2 The Association will forward for acceptance the names of the Pilots involved in the administration of the completed days off schedule. One Pilot of the same status (where Applicable) for each aircraft type and base will be credited at the rate of point one-five (.15) hours per month per pilot scheduled. The work performed by the scheduling Pilots will be reviewed by the Company and the Association on a month to month basis. Problems of a continuing nature will result in the Association forwarding to the Company the name of a replacement Pilot for acceptance.

5.2.3 Dispatch shall ensure, by 2030 hours each day, that crews have been assigned to all known duty commencing the next day. Dispatch shall make every effort to avoid removals from or additions to such crew assignments any later than 2030 hours. Any additional flying that becomes available for the next day shall be assigned as soon as possible. Pilots or their designate must contact Dispatch between 1900 and 2030 hours (local times) to confirm the schedule for the following day.

5.2.4 The Company will balance known scheduled Pilot flight hours, as of schedule issuance date, on a monthly basis. A Pilot's time will be considered balanced if it is within five (5) hours of the average known Pilot credit hours for that aircraft type, status and base each month.

- (a) The work schedule for line Pilots performing as ground school trainers associated with the specific aircraft type will be excluded on a prorated basis in the averaging calculations.
- (b) For new hire Pilots, time balancing will occur from the start of his line flying and will be prorated to the end of the monthly schedule.
- (c) After consultation and agreement with the Association, where the Company is unable to meet the five (5) hour time balancing requirement herein, an additional average extension of five (5) hours will be applicable for no more than 10% rounded to the nearest whole number (i.e. .5 or less rounds down, .6 or more rounds up, but in any case no less than one) of the Pilots affected for each aircraft type, status and base.

5.2.5 The Company shall keep an up-to-date record of all credits accrued during the month by every Pilot. These figures shall be readily available to the MEC.

5.3 PAIRING CONSTRUCTION

5.3.1 The Company in consultation with the ALPA MEC Scheduling Committee shall prepare pairings. Any recommendations by ALPA shall be given consideration by the Company.

5.3.2 The Company shall post the following information by the fifth (5th) day of each month on Pilot Bulletin Boards at each Pilot base:

- (a) the names and seniority numbers of all Pilots who require line indoctrination, training and/or check flight(s), line checks, simulator training, classroom training, MOT Medical Examinations, and ground schools;
- (b) the names and seniority numbers of all Pilots taking vacation, statutory holidays, leaves of absence, long term sick leave, Association Releases, etc.;
- (c) a roster of projected aircraft, simulator and classroom training dates, times and locations;
- (d) all known **flying** including forecast scheduled flights, extra section flying, ongoing contract charter, confirmed charter flying, and training sessions.

5.3.3.1 The Company shall issue a Scheduling Package to the ALPA scheduler no later than **1700** hours on the fifth (5th) day of each month for the next schedule period.

5.3.3.2 The Scheduling Package shall contain the following:

- (a) the information as per Section 5.3.2;
- (b) any corrections or additions to the Pairing Sheets;
- (c) any special requirements for Management Pilots (i.e. availability, meetings, etc.);
- (d) any extra Reserve assignments desired by the Company, any Temporary Assignments, etc.;
- (e) the total hours for the schedule period including all credited time within each status and equipment category at the base;
- (f) the names of all Pilots who are to receive carry in credits;
- (g) relevant information concerning the operation of the Scheduling Rules, the number of consecutive days on, including information pertaining to any excess of the limitations set forth in this Agreement;
- (h) a daily projection of flight crew required;
- (i) any bid vacations.

5.4 SCHEDULE CONSTRUCTION

5.4.1.1 Schedules may be built up to a maximum of five (5) consecutive days on. There shall be no limit to the number of consecutive scheduled days off provided all other scheduling requirements are met. Pilots scheduled for five (5) or more consecutive working days shall then receive not less than two (2) consecutive days off.

5.4.1.2 In the development of the schedules for Pilots, time balancing of Pilot hours takes priority over preference for days off. If time balancing requires the Company to modify a Pilot's requested days off, the Company shall only modify the schedule in reverse order of Pilot seniority. When the most junior affected Pilot is identified, the Company shall modify the affected Pilot's days off request in reverse order of his stated priority.

- 5.4.2** Pilots electing to submit days off requests shall make their submissions to the appropriate ALPA scheduler no later than **1700** hours on the seventh (**7th**) of the month for the next schedule period.
- 5.4.3** A Pilot who is absent from his base or on sick leave may arrange to have another Pilot submit a bid for days off on his behalf. The name and telephone number of the Pilot submitting the request must be clearly indicated on the request form in the event that he must be contacted.
- 5.4.4** No Pilot shall be restricted from bidding days off immediately before and/or after his scheduled annual Vacation or Statutory Holidays providing all operational and scheduling requirements are met.
- 5.4.5** Completed days off schedules will be constructed by the ALPA Scheduling Committee ensuring all operational requirements of the Company respecting training, check rides, line indoctrination candidates, groundschool, etc., are met.
- 5.4.6** Awarded Vacation and awarded Statutory Holidays, block overlap, training, checkrides, groundschools, and flight assignments for line indoctrination candidates will be placed on a Pilot's block prior to any other bid preference. Bid Vacation and bid Statutory Holidays will be included in the above information provided all other scheduling requirements are met.
- 5.4.7** When a Pilot is ready to resume flight duty too late to allow him to submit a request for days off for the next schedule period (i.e. returning after an injury, leave, etc.), he will be assigned days off prorated to the number of days the Pilot was available.
- 5.4.8** Completed days off schedules will be submitted to the Company by **1700** hours on the eleventh (**11th**) of the month unless this day falls on the weekend or a holiday, in which case at **0800** hours on the next business day.
- Any delays as a result of corrections to errors, deletions or corrections to the schedule submitted by the ALPA Scheduling Committee to the Company may delay the remaining time lines herein stated, up to an equal period of time, further affecting the issuance of the final schedule.
- 5.4.9** The Company will issue the final awarded blocks in published form to all Pilots no later than five (**5**) days prior to the month for which it applies unless this day falls on a weekend or a holiday, in which case at **0800** hours on the next business day. The final awarded blocks will not be changed except as provided for in the following sections: Drafting, Reassignment, Displacement, Trip Trades, and Blocking and Assignment Errors.
- 5.4.10 (a)** Pairing Information Sheets shall be prepared monthly by the Company which shall include a pairing summary of all known and forecast scheduled, ~~contract charter~~ and extra section flying, as well as, confirmed charter flying. These Pairing Information Sheets shall be distributed to each Pilot along with the assigned monthly schedule.
- (b)** All pairings shall include the following information:
1. Pairing number
 2. Flight number(s) (including deadhead flights or other means of deadheading)
 3. Point(s) of initial departure and final arrival (including deadheading)
 4. Local time(s) of departure and arrival (including deadheading)

5. Scheduled credit hours for each block (including deadheading) i.e. including layover time
6. Number of landings
7. Duty time of pairing(s)
8. Total flight time of pairing(s) (including any deadhead credits)
9. Total time away from base (Trip Time)

And further, if applicable:

10. Layover elapsed time(s)
11. Hotel name and confirmation number
12. Transportation arrangements to and from the Hotel and pick-up time
13. Duty time ratio credit
14. Trip ratio credit.
15. Total number of overnights.

5.5 TRIP TRADES

5.5.1 Pilots who wish to exchange trips must make their requests to Dispatch in writing for approval at least twenty-four (24) hours in advance. Trip trade requests of an emergency nature will be accepted within the twenty-four (24) hour period.

5.5.2 Trades will only be permitted as follows:

- (a) Pilots must hold equal status, be current on type and be customer qualified (if applicable).
- (b) A maximum of seven (7) consecutive working days is not exceeded.
- (c) No trip trades will be denied as long as all operational and scheduling requirements are met.

5.5.3 All trades will be on a voluntary basis and each Pilot will be paid according to the applicable credit hours flown. No pay will be given for any additional deadheading hours or other additional expenses incurred as a direct result of the exchange.

5.5.4 Under no circumstances shall trades be permitted which would leave a Pilot either projected below minimum guarantee or to receive overtime pay. If the value of a Pilot's block is reduced as a result of a trip trade, his monthly credit totals will be reduced by the difference in value between the trips exchanged. Conversely, if the value of a Pilot's block is increased as a result of a trip trade, his monthly credit totals will be increased by the difference in value between the trips exchanged.

5.5.5 No trip shall be exchanged if it interferes with either Pilot's availability for a scheduled flight.

5.6 RESERVE

5.6.1.1 The reserve period within the reserve day shall not exceed fourteen (14) consecutive hours.

5.6.1.2 The starting time for the reserve period will be identified by the Company on the monthly schedule. The start time may be changed provided the reserve Pilot is advised by Dispatch by 1900 hours the day prior to the reserve day. The start time may not be advanced to earlier than 0400.

- 5.6.1.3 The total time from reserve period commencement until the Pilot is released from any assigned flight duty shall not exceed eighteen (18) hours (i.e. A Pilot commencing a reserve period at 0600 hours must be released from flight duty no later than 0000 hours).
- 5.6.2 Reserve assignment duty shall be made available to a reserve Pilot in order of seniority. The most senior reserve Pilot available that day, shall have the right of refusal for any duty unless he is the sole available reserve Pilot or all other reserve Pilots have reached the overtime limit in that month.
- 5.6.3 A Reserve Pilot shall be considered on call at all times during his reserve period. Should he leave his place of residence, he shall advise Dispatch how he can be reached. A pager is considered to be an acceptable method of communication.
- Dispatch shall make at least the following attempts to reach a Pilot on reserve:
- (a) Telephone not less than twice, with not less than ten (10) minute intervals between calls, and/or;
 - (b) Paged not less than twice, with not less than ten (10) minute intervals between pages. Pagers, telephones or cell phones will be the responsibility of the Pilot, as per present Company practice.
- 5.6.4 Dispatch shall ensure, by 2030 hours each day that crews have been assigned to all known duty commencing the next day. Dispatch shall make every effort to avoid removals from or additions to such crew assignments any later than 2030 hours. Any additional flying that becomes available for the next day shall be assigned as soon as possible.
- Reserve crews must contact Dispatch between 1900 and 2030 hours (local times) to confirm the schedule for the following day.
- 5.6.5 When a reserve Pilot is assigned duty, he shall be so advised immediately, and shall be released from standing reserve ten (10) hours prior to the assigned duty or at the end of the reserve period whichever is earlier.
- 5.6.6 Dispatch shall not interrupt a Pilot's minimum crew rest in order to assign him duty.
- 5.6.7 A Reserve Pilot shall be given not less than sixty (60) minutes notice to report for duty. This provision shall in no way deter a Pilot from reporting for duty in less than the above notice requirements if the flight is scheduled to depart sooner and he is able to report sooner. No Pilot shall be subject to discipline if he is not able to report in less than the above time requirements from receipt of notice.
- 5.6.8 A Reserve Pilot who reports for a flight, whether the flight operates or not, may be reassigned, however, his duty period shall commence at the reporting time of his originally assigned pairing and any further reserve period credit shall be prorated based on the number of hours put on reserve divided by fourteen (14) multiplied by the reserve credit. The duty credit does not apply for this reserve period.

5.6.9 A Pilot may be assigned reserve duty on a day containing an assigned pairing. For the purpose of scheduling and pay for the reserve period, the Pilot shall receive the greater of his flight time during the reserve period or the reserve period credit prorated based on the number of hours put on reserve divided by fourteen (14) multiplied by the reserve credit. The duty credit does not apply for this reserve period.

5.7 **DRAFTING**

5.7.1 Prior to any Pilot being drafted, the following sequence must be followed by Dispatch:

- Step 1: All available reserves must be used.
 Step 2: Dispatch will maintain a monthly Draft List of Pilots volunteering to accept drafts on specific dates from which the Company will draft in order of seniority on a rotational basis (the ~~senior-most~~ Pilot on the list that day who has been drafted the least in that month will be drafted first).
 Step 3: If there are no available Pilots from the Draft List the Company will draft an eligible Pilot to fly on a scheduled day off in reverse order of seniority and subject to 5.7.2 and 5.7.3 below.

5.7.2 A Pilot shall not be drafted if:

- (a) he has already been drafted three (3) times in that month unless he has volunteered as per the draft list;
- (b) he has not received crew rest in accordance ~~with~~ the appropriate rest sections of the Agreement;
- (c) he is on a regular day off ~~or~~ group of days off consecutive with a minimum of five (5) consecutive vacation days and/or statutory holidays, unless the Pilot is willing to accept a draft as per the Draft List;
- (d) the draft causes his total monthly projected or actual credits to exceed his monthly maximums;
- (e) the draft extends the Pilot's block to more than seven (7) consecutive working days. When a draft results in a Pilot being scheduled for five (5) or more working days, he shall then receive not less than two (2) consecutive days off.

5.7.3 Before a Captain is drafted as a First Officer:
 1. A reserve First Officer shall be assigned, or;
 2. A First Officer shall be drafted.

5.7.4 The Company shall apply the draft procedure as far in advance as possible.

5.7.5 **DRAFT PENALTY**

A Pilot may be drafted up to a maximum of ~~three~~ (3) times each month unless he has volunteered as per the draft list. In addition to the hours flown on the drafted day, a drafted Pilot shall be paid four (4) hours credited time above and beyond all credit pay.

- (a) A Pilot who is drafted shall receive a minimum of three (3) credit hours at the Pilot's applicable hourly rate.
- (b) No Pilot shall be obligated to accept a draft during a scheduled vacation period and/or a scheduled Statutory Holiday.

- (c) If a Pilot can not be scheduled to return to home base prior to 0100 hours (local time) of a scheduled day off for any reason, he shall be considered drafted. For the purpose of this subsection, this day will not be counted as one of the three (3) days available to the Company in that month unless upon return to home base the Company does not release him from duty.
- 5.7.5 Once each month, the Company shall make available to the ALPA Scheduling Committee, the record of all instances where Pilots were drafted.
- 5.8 REASSIGNMENT**
- 5.8.1 A Pilot operating his originally scheduled flight(s) shall not be considered reassigned.
- 5.8.2 If a pairing is changed or cancelled, a Pilot may be reassigned to operate other flights provided:
- (a) The Pilot is returned to his originally scheduled pairing as soon as possible.
 - (b) With the exception of reserve and draft, the Pilot is not held on duty without reassignment for greater than three (3) hours except in cases where weather conditions are causing the flight to be delayed and in such cases, the Pilot shall not be held on duty for greater than four (4) hours without reassignment.
 - (c) A Pilot not originally scheduled for an overnight shall be reassigned to an overnight if:
 1. at his home base he is given 24 hours notice (from initial notification to the scheduled or actual time of departure for that overnight whichever is earlier) with the opportunity to go to his home, or
 2. he is away from base and given 48 hours notice (from initial notification to the scheduled or actual time of departure for that overnight whichever is earlier), or
 3. less notice is given by the Company in #1 or #2 herein, with his consent.
- 5.8.3 All affected Pilots for which there is no reassignment may be put on reserve. For the purpose of scheduling and pay, this additional reserve period credit shall be prorated based on the number of hours put on reserve divided by fourteen (14) multiplied by the reserve credit. The duty credit does not apply for this reserve period.
- 5.8.4 If the original pairing consists of only a single duty period, the originally scheduled duty period may be expanded by a maximum of four (4) hours. Notwithstanding this four (4) hour expansion, a single day duty period may, not more than twice a month, be expanded up to a maximum of seven (7) hours. Any expansion beyond the four (4) hours shall be credited at two (2.0) credit hours per duty hour or part thereof at the Pilot's hourly rate.
- 5.8.5 Prior to or after the commencement of a multi-day pairing, the first and last duty periods of the pairing may be expanded by a maximum of four (4) hours. Further expansion shall be subject to Pilot consent.
- 5.8.6 The Pilot shall receive credits for the greater of the original pairing or portion of the pairing(s) (if the pairing was completed), or the reassigned duty.

5.8.7 Reassigned duty will not normally be scheduled if it interferes with the remainder of the Pilot's block. If the reassigned duty interferes with another duty period, the Pilot shall receive credit for the greater of the sum of the original duty periods (provided the pairings were completed) or the actual duty credit for the reassignment.

5.8.8 A Pilot who is returned to his originally scheduled **flight(s)** shall no longer be considered reassigned.

5.9 DISPLACEMENT

5.9.1 A Pilot may be displaced from his flight by another Pilot, provided that in such cases the displaced Pilot shall be credited for pay except in **cases** of Line Checks and Line Indoctrination. If eligible for pay he shall receive the greater of his scheduled flight credit or his reassigned credit. Should a Pilot require extra Line Indoctrination, the MEC shall be notified.

5.9.2 A Pilot is not considered to be displaced if it is not possible to complete his original assignment.

5.10 BLOCKING AND ASSIGNMENT ERRORS

5.10.1 Errors discovered in the published block(s) after the commencement of the period to which the blocks pertain will be corrected by the Company after consultation with the Chairman of the Scheduling Committee or his designate. Pilots affected and the Chairman of the Scheduling Committee will be notified immediately of the changes and the Pilot will be required to complete the changed schedule.

5.10.2 In the specific case where two (2) Pilots of the same status are scheduled in error to operate the same flight, the senior Pilot will be given the choice of operating the flight or being subject to reassignment.

5.11 POSITION CHANGES

5.11.1 Pilots awarded a new position shall receive a schedule relevant to their new position as of the effective date of the award.

5.11.2 Note: The parties recognize that this scheduling system is a **significant** departure from the previous scheduling system. The new scheduling system **will take effect** no later than September 5, 2000 so that the first monthly block schedule pertains to October, 2000. The Association agrees that for the first three (3) months (October, November, and December) of implementation of the new system the Company and the Association will meet to resolve any such problems, concerns or errors.

SECTION 6

SENIORITY

6.1 GOVERNING PRINCIPLE

A Pilot's seniority shall govern the awarding of all positions (i.e. the opportunity to qualify on other aircraft and/or change status and/or change base). A Pilot's seniority shall also govern retention in case of reductions in force and recall after layoff (the most junior Pilot being the first to be laid off, the most senior Pilot being the last to be laid off and the first to be recalled), the awarding of the monthly schedule, and the choice of vacation periods.

6.2 GENERAL

6.2.1 The Company will maintain a Pilot Seniority List. The System Seniority List dated January 1, 2000 shall form part of this Agreement and is attached hereto as "Appendix A". Seniority on the Pilot System Seniority List will begin to accrue from the first day on which the Pilot appears on the Company payroll as a full-time Pilot and will continue to accrue except as otherwise provided for in this Agreement.

Where two (2) or more Pilots commence employment on the same date, their relative seniority on the Pilot System Seniority List will be determined by a lottery mutually acceptable to the Company and the Association.

6.2.3 A Pilot transferred to a non-flying or management Pilot status shall maintain and accrue seniority.

6.3 SENIORITY LIST

6.3.1 All Pilots in the employ of the Company shall have their names posted on the Pilot System Seniority List. Such list shall contain in order of seniority the names of all Pilots and their respective date of hire as a full-time Pilot. This list shall be published on January 1 and July 1 of each year. A copy of the most recent seniority list is to be posted on the Pilot Bulletin Board at each place where Pilots are based within thirty (30) days of each respective date above and is not to be removed until replaced by a corrected or new list. The Company shall be responsible for the maintenance and posting of the Pilot Seniority List.

6.3.2 A Pilot shall be permitted a period of twenty-one (21) days after the posting of the System Seniority List to protest to the Company any omission or incorrect listing affecting his seniority. A Pilot on vacation, sick leave, or out of the country when such list is posted, he shall have seven (7) days after his return, or until the end of the twenty-one (21) day period, whichever is later, to register such protest.

6.3.3 Any incorrect posting or other discrepancy which went unprotested on a previous System Seniority List shall not be protested on any subsequent posting. However, by mutual agreement, the Company and the Association shall have the power to correct errors at any time.

6.3.4 Seniority errors that can not be satisfactorily disposed of shall be handled in accordance with Section 23, **GRIEVANCE PROCEDURE**.

6.4 **LOSS OF SENIORITY**

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

- 1) resigns
- 2) is discharged
- 3) is retired subject to mutual agreement between the Company and the Association
- 4) is no longer eligible for benefits under the weekly indemnity plan, is cleared by a physician to report to work and refuses to do so or is no longer in contact with the Company.

SECTION 7**MANAGEMENT PILOT FLYING**

- 7.1 Nothing in this Agreement shall restrict the Company's right(s) to transfer Pilots to non-flying or Management Pilot status with their concurrence or the right to withdraw Pilots from non-flying or Management Pilot status.
- 7.2 Management Pilots shall be allowed to perform such duties as required by the Company to meet its service requirements.
- 7.3 A Pilot returning from Management Pilot status will be able to return to the line only in the position his seniority will allow him to hold.
- 7.4 Revenue hours flown by Management Pilots shall be made available to the Association upon request.
- 7.5 The Association shall be notified of any additions and/or deletions to the Management Pilot staff.

SECTION 8

PROBATION

- 8.1 New Pilots will be required to serve a probation period of twelve (12) months of cumulative service with the Company from date of hire. The Company has the sole right to retain or discharge any employee during the probation period. Grievances may be presented in connection with the discharge of probationary employees.
- 8.2 Laid off Pilots on probation, when recalled for duty, shall be credited with their previous period of employment in fulfilling their probation period.

SECTION 9

FILLING OF POSITION VACANCIES

9.1 BIDDING AND AWARDING PERMANENT ASSIGNMENTS

- 9.1.1 (a) A Pilot may place on file a completed Letter of Preference which will serve as a standing bid for all vacancies. This Letter of Preference may be changed by the Pilot at any time by submitting a superseding Letter of Preference.
- (b) Letters of Preference should be sent to the office of the Director of Human Resources who will sign, date and forward a copy to the MEC Chairman for Bearskin Airlines. The Pilot should retain a dated and signed copy of the Letter of Preference for his personal records.
- (c) Only those Letters on file at the time of awarding the permanent assignment will be considered.
- 9.1.2 Where a vacancy for a permanent position or temporary position occurs, the Company will post a notice on Company bulletin boards and forward a copy to the Association setting out the following information with respect to the vacancy:
- a) Status;
 - b) Base;
 - c) Equipment Involved;
 - d) Effective Date;
 - e) Closing Date of Posting; (which shall be at least three (3) days after the time of initial posting, so that Pilots may change their Statements of Preference).
- 9.1.3 (a) All Permanent Position Vacancies will be filled by seniority, provided that all minimum requirements contained in the Ministry of Transport regulations, Customer criteria and this Collective Agreement are met.
- (b) A joint committee comprised of the Company and the MEC Chairman or his designate will establish and publish criteria for the selection of Pilots to fill all position vacancies. The most senior Pilot who bids for a position vacancy, and meets these requirements, will be awarded the position. A Pilot awarded a position listed on his Statement of preference will be bound by such award unless extenuating circumstances exist of a nature satisfactory to the Company.
- (c) It is understood that there shall be no downward bidding for position vacancies. However, in recognition of exceptional circumstances, the parties agree that downward bidding may be approved by mutual agreement between the Association and the Company.

9.1.3 (d) The current criteria for Captain upgrades shall be as listed below, however, due to adjustments required by industry changes, this criteria may change by mutual agreement between the Company and the MEC Chairman or his designate:

- 1) Captain 12,500 lbs. gross take off weight and under:
 - 2000 hours total time
 - ATPL

A Pilot who has failed two (2) PPC/IFR check rides in the previous twenty-five (25) months will be ineligible for upgrade. A PPC/IFR check ride of less than one (1) year duration is considered a failure. Any Pilot who been with the Company for less than three (3) years and who has failed a PPC/IFR check ride in the previous six (6) months will not be considered for upgrade.

NOTE: For the purpose of meeting the criteria for BE99/A100 Captain upgrades in Section 9.1.3 (d)(1), and for fulfilling customer requirements, First Officers will, based on operational requirements, be granted a Captain's PPC/IFR check ride on his second and subsequent check rides on his current equipment type, and be subsequently supervised in such capacity by a line Captain. At all times it will be at the discretion of the line Captain to allow such activity.

Where a customer requirement exceeds the criteria set out in 9.1.3 (d) (1) above, that position shall be filled on a temporary basis until the most senior Pilot who bid meets the criteria in accordance with 9.1.3 (a) for the position, at which time, the vacancy will then be filled by the most senior Pilot who bid.

- 2) Captain between 12,500 lbs. to 16,500 lbs. gross takeoff weight:
 - 3000 hours total time; and
 - 1000 hours Multi Engine Turbine P.I.C of which 500 hours have been a Captain's position on any Multi Engine Turbine IFR aircraft having a certified gross take-off weight of 10,400 lbs or higher, or
 - 1000 hours with the Company as a Metro First Officer and 500 hours Multi Engine Turbine P.I.C. on Company aircraft
Note: PC12 Command time will be credited on a two (2) for one (1) basis towards the total of 500 hours Multi Engine Turbine P.I.C. (i.e. 600 hours PC12 Command time = 300 hours Multi Engine Turbine P.I.C.); or
 - 1000 hours with the Company as a Beech First Officer and 500 hours Multi Engine Turbine P.I.C. on Company aircraft
Note: PC12 Command time will be credited on a three (3) for one (1) basis towards the total of 500 hours Multi Engine Turbine P.I.C. (i.e. 900 hours PC12 Command time = 300 hours Multi Engine Turbine P.I.C.); and
 - ATPL; and
 - Two (2) years experience in instrument flight operations

A Pilot who has failed two (2) PPC/IFR check rides in the previous twenty-five (25) months will be ineligible for upgrade. A PPC/IFR check ride of less than one (1) year duration is considered a failure. Any Pilot who has been with the Company for less than three (3) years and who has failed a PPC/IFR check ride in the previous six (6) months will not be considered for upgrade.

- (e) If a new base is anticipated, the Company shall post a notice to the Pilots a minimum of fourteen **(14)** days in advance so that Pilots may change their Letters of Preference. A copy of any such notice shall be sent to the Association.
 - (9)** If the introduction of a new equipment type is anticipated, the Company shall post a notice to the Pilots a minimum of thirty **(30)** days in advance so that Pilots may change their Letters of Preference. A copy of any such notice shall be sent to the Association.
- 9.1.4** Within fifteen **(15)** calendar days following the closing date of the posting, the Company shall inform the successful candidate(s) and advise the Association of the award(s). The Director of Operations or his designate will, approve an extension of up to twenty (20) calendar days to the Pilot's change of assignment effective date due to extenuating circumstances. Extenuating circumstances will be limited in its definition and application to circumstances affecting a Pilot's annual vacation bid award at the time of the new position's ground school, for medical or dental reasons, and for bereavement or compassionate reasons.
- 9.1.5** If the Company receives no applications for a Pilot vacancy, or no applicants meet the criteria established by the committee according to Section 9.1.3, the Company may hire a new Pilot to fill the position or assign the most junior qualified Pilot.
- 9.1.6** (a) A Pilot successfully bidding a Position Vacancy may be frozen at Company discretion for a period of up to twelve **(12)** months for aircraft of **12,500** pounds gross take-off weight or less, and twenty-four **(24)** months for aircraft over **12,500** pounds to **16,500** pounds gross take-off weight. During any freeze period, First Officers after serving half the freeze time, as defined herein, will be permitted to bid on any Captain vacancies, irrespective of Section 9.1.8.
- The Company may, at its discretion, waive such freeze period.
- (b) In the event a Pilot fills a vacancy that requires additional training and the entering into of a training agreement as referred to in Section 10, the Pilot shall continue in that new position for a period of at least one **(1)** year for aircraft having a gross take-off weight of **12,500** pounds or less, and for aircraft having a gross takeoff weight of **12,501** pounds to **16,500** pounds, two **(2)** years. Pilots who are required to remain in the position by the training agreement for these minimum periods shall not be able to successfully bid on further vacancies.
 - (c) Whenever the Company acquires new type aircraft, all Pilots in a freeze will have their freeze period waived for the purpose of bidding positions on the initial bid on the new type.
- 9.1.7** Notwithstanding Section 3.3.2, due to training requirements the Company may delay a move to a successfully bid position for up to **ninety (90)** days provided the Pilot is paid the higher rate from the effective date stated on the bid award.
- 9.1.8** During any freeze period a Pilot will be permitted to bid on other Positions provided the effective date of the applicable Position will begin after the freeze period.
- 9.1.9** (a) When there is a reduction in Positions, but no reduction in the number of Pilots, a Pilot displaced from his position shall be permitted to exercise his bumping rights in accordance with Section **17.1.1** of the Collective Agreement.

- (b) When the Company moves an aircraft from an existing base to another existing base, and there is no reduction in the number of Pilots, Pilots affected by the movement of the aircraft will be notified in order of seniority and allowed to follow the aircraft and retain their status. Where Pilots decide not to go with the aircraft to the new base, position vacancies will be declared at the new base and any affected junior Pilot(s) at the existing base shall exercise his seniority in accordance with the Collective Agreement.

The Company and the Association shall meet to discuss and devise a plan for the implementation of the above situations.

9.2 AWARDED TEMPORARY POSITIONS

- 9.2.1 Position vacancies will be considered temporary, and designated as Temporary Positions, under the following conditions:
- (a) When the Company designates that a requirement for additional Pilots at a base is for a period of six (6) months or less; or
- (b) When a vacancy is created by sickness or granting of a leave of absence provided that the illness or leave of absence is not expected to last more than six (6) months.
- (c) Vacancies resulting from maternity and child care leaves, will be deemed temporary for the term of such leave.
- 9.2.2 Temporary Positions will be awarded as provided in 9.1.3 and 9.2.1 above.
- 9.2.3 When a Temporary Position remains in effect after six (6) months (except for leaves granted under the Canada Labour Code), or it is determined that such a Position Will last for more than six (6) months, the Temporary Position shall be designated as a Permanent Position unless otherwise mutually agreed upon between the Company and the Association.
- 9.2.4 When a Temporary Position ceases to exist, the Pilot holding the Temporary Position shall return to his Permanent Position.

9.3 TEMPORARY POSITION ASSIGNMENT

- 9.3.1 If the Company receives no applicants for the Temporary Position, or no applicants meet the criteria established by the Committee, the Company shall hire a new Pilot to fill the Temporary Position. If the Temporary Position is not filled in the above circumstances, the Company may assign the most junior qualified Pilot to the Temporary Position.
- 9.3.2 When a Temporary Position assignment ceases to exist, the Pilot holding the Temporary Position assignment shall return to his Permanent Position.
- 9.3.3 A qualified Pilot shall, in accordance with seniority, only be assigned to a Temporary Position when there is an insufficient number of Pilots at the base already qualified for the assignment involved provided:
- (a) The Company tries to restore normal levels as soon as possible.
- (b) Under no circumstances shall any Temporary Position assignment exceed forty-five (45) days except by mutual agreement between the Company and the Association.

- (c) Pilots assigned to a temporary base within the Bearskin system will be provided positive space seating at his request for the purpose of commuting to his permanent base on days off.

9.3.4 While assigned to a base other than their permanent base, Pilots on Temporary Position assignment will be on expenses as outlined in Section 19 at that base for the duration of the Temporary Position assignment, or on such other reasonable basis, mutually agreed to, that would provide for recovery by the Pilot of his additional expenses.

SECTION 10

TRAINING

1. Pilots who have completed less than two (2) years of continuous service with the Company shall be required to sign training agreements in the form attached as a condition precedent to participating in any training program. The training agreement will set out a promise to pay for the amount of the training costs estimated to a predetermined value and shall be enforceable as specified in the agreement document should the Pilot fail to complete the training program and/or fail to complete a defined service period upon return from the training.
2. Pilots who have completed more than two (2) years and less than three (3) years of continuous service with the Company shall be required to sign training agreements for one half (1/2) the value of the training in the form attached as a condition precedent to participating in any training program. The training agreement will set out a promise to pay for the amount of the training costs estimated to one half (1/2) of the predetermined value and shall be enforceable as specified in the agreement document should the Pilot fail to complete the training program and/or fail to complete a determined service period upon return from the training.
3. The service periods shall be as listed below:

AIRCRAFT TYPE	REQUIRED SERVICE PERIOD
up to 12,500 lbs.	one (1) year of continuous service
12,501 to 16,500 lbs.	two (2) years of continuous service

4. Training agreements in existence at the time of promotion may, at the discretion of the Company be adjusted as provided under Section 9 and Section 17 of the Collective Agreement.

Pilots will be permitted to combine training agreements when bidding upward by combining the remaining duration and amount of the current agreement with the new agreement.

e.g. A current Beech training agreement with six (6) months and **\$2000.00** remaining combined with a new twenty four (24) month \$10,000.00 Metro training agreement will have a combined duration of thirty (30) months and a value of \$12,000.00.

In addition the time remaining in the original training agreement will be added to the two (2) year service requirement set out in provision #2 above.

The combining of training agreements will have no effect on the three (3) year period set out in provision #2 above.

The total value of combined Training Agreements and Promissory Notes as outlined in Section 10.4 and 10.5 entered into by a Pilot will not exceed fifteen thousand (\$15,000) dollars.

10.1 **GENERAL**

- 10.1.1 Training opportunities include, but are not limited to, initial and recurrent ground school, flight and simulator training, PPC/IFR check rides, competency checks (under air taxi rules- CARS 703), dangerous goods training, emergency procedures training, deicing training, line indoctrination and other specialized training such as CRM, PDM, and GPS etc..
- SA227 and PC-12 Captains shall receive not less than two (2) hours in a flight training device specific to his type once every two (2) years.
- 10.1.3 (a) No training or check rides shall be required on days off unless mutually agreed to between the Company and the Pilot. Any training or check ride on a day off shall be considered a draft.
- (b) Notwithstanding Section 10.1.3 (a), a Pilot may be required to conduct his training or participate in his check ride on a day off, and shall not be considered a draft, if such training and check ride are the result of his previous IFR/PPC check ride failure.
- 10.1.4 A Pilot shall receive at least two (2) days advance notice for all training. With the agreement of the Pilot, less notice will be acceptable.
- 10.1.5 Prior to an initial aircraft ground school, a Pilot shall receive one (1) calendar day free of all duty.
- 10.1.6.1 A period of ground training will not be scheduled for more than eight (8) hours in any calendar day. Where possible, ground training will be scheduled on a continuous basis until completion. Further, no flying may be assigned to a Pilot on a day with a groundschool exceeding four (4) hours duration except for flight training specifically related to that day's groundschool.
- 10.1.6.2 On the day of any PPC/IFR check ride or competency check (CARS 703) the candidate will not be scheduled for more than five (5) hours of duty prior to commencing that ride. In addition, a candidate will be given one (1) hour free from duty prior to the commencement of this ride. If a candidate is required to deadhead for the purpose of a ride, and the deadhead time is less than two (2) hours, then ~~such~~ deadhead time will be considered as all or part of the one hour free from duty time.
- 10.1.7 Unless agreed otherwise by the affected parties, when multiple flight training sessions are scheduled, there will be no more than two (2) trainees on the aircraft at one time.
- 10.1.8.1 a) The Company shall designate a Primary Training Pilot(s) for each type of aircraft and a Secondary Training Pilot for each type as demand dictates.
- b) Dependent on operational requirements and availability, PPC/IFR check rides or competency check (CAR 703) will be scheduled with one of the Company Training Pilots as the non-flying Pilot. During any flight test the Company Check Pilot will not occupy the seat of the non-flying Pilot. If a Primary Training Pilot is not available then a senior Pilot on the schedule for the ride day will be appointed by the Company to be the non-flying Pilot subject to operational requirements.

10.2 INITIAL NEW HIRE TRAINING

A new hire Pilot who fails to qualify during any phase of his initial training, shall have his future employment status determined by the Company.

10.3 FAILURE TO QUALIFY - CONVERSION. STATUS OR EQUIPMENT

10.3.1 Pilots failing to satisfactorily demonstrate the required proficiency during a check ride or line indoctrination check, will be provided the following:

- a) in the case of a check ride for PPC, PCC and/or IFR failure – no less than **two (2)** additional hours of training followed by a second check ride.
- b) in the case of a line indoctrination check failure - up to a maximum of ten **(10)** additional hours of line indoctrination followed by a **second** line indoctrination check.

10.3.2 The scheduling of the second attempt will be established by the Company following examination of the reasons for the first failure and discussions with the Pilot and, if requested by the Pilot, a representative of the Association.

10.3.3.1 Additional training and check rides shall be conducted by a different training Pilot and/or check Pilot at the Pilot's request provided the training and/or check ride can be scheduled to occur within five (5) working days.

10.3.4 If the Pilot fails a second time, his case shall be reviewed by the Company in consultation with the Association and he shall be advised in writing within thirty **(30)** days of his current and future status with the Company. He will then be eligible for the provisions of Section 23, GRIEVANCE PROCEDURE.

0.4 TRAINING AGREEMENT: 12,501 lbs. to 16,500 lbs.

TRAINING AGREEMENT

B E T W E E N:

BEARSKIN LAKE AIR SERVICE LTD. ("Bearskin") and _____ ("Pilot")

SINCE:

- (a) Bearskin is a commercial air carrier using Pilots to operate its aircraft; and the Pilot wishes to receive training as specified in this agreement;

The Parties agree as follows:

1. The training consists of: _____

 as specified in Bearskin's present Operations Manual.
2. The value and cost of the training, and the compensation agreed to be payable to Bearskin under this agreement is \$ _____
3. Bearskin agrees to provide the training to the Pilot who agrees to make himself available for training as required and to apply his best effort to it. Timing and completion shall be at Bearskin's direction.
4. The Pilot agrees to make his services available to Bearskin full-time for a period not less than two (2) years following the completion of the training.
5. If the Pilot abandons his training, or if he fails to make his services available to Bearskin as stated above, or if the Pilot is considered unfit for Pilot duties by Bearskin for ~~cause~~, then the Pilot will forthwith pay Bearskin ~~compensation~~ for the training in the amount as ~~specified~~ in paragraph 2. This amount to be reduced by 1/12th for each complete month the Pilot makes his services available on a full-time basis to Bearskin after completion of the training.
6. As security for due payment of the training ~~compensation~~ amount payable in paragraph 5 of this agreement, the Pilot will, on execution of the agreement, pay to Bearskin the sum in paragraph 2 hereof. Bearskin will repay to the Pilot or his assign, 1/12th of that sum for each consecutive month the Pilot makes his services available as stated in paragraph 5.
7. The Pilot authorizes and directs Bearskin to pay any sum becoming due to Bearskin under the terms of paragraph 5 from the funds paid to Bearskin under paragraph 6.
8. Bearskin will pay interest to the Pilot on the balance from time to time on the amount stated in paragraph 6 at _____% per annum, interest to be paid monthly on the amount of deposit held at the end of the previous month. If no interest rate is specified above, it shall be the lowest prime rate charged by the Royal Bank in the month prior plus 1% per annum.
9. In the event of a dispute under this agreement, such dispute shall be addressed through Section 23, GRIEVANCE PROCEDURE.

10. The remaining training compensation amount will become due and payable by the Company in the event of:
 - (i) A work shortage on aircraft type which necessitates the Pilot to be laid off;
 - (ii) Bankruptcy of Bearskin Lake Air Service;
 - (iii) Death of the Pilot;
 - (iv) Loss of Class 1 Medical by the Pilot;
 - (v) Dismissal – The Company and the Pilot will share equally in the outstanding amount payable, except where due to gross negligence or willful misconduct, the Pilot will be responsible for the total of the outstanding amount payable.
11. If Bearskin has cause for dismissal of the Pilot, nothing in this agreement obligates Bearskin to further employ the Pilot's services.
12. The Pilot agrees that if no advance payment is required for training on aircraft type, the Pilot shall guarantee to Bearskin two (2) years of service as a full time employee.
13. The Pilot authorizes and directs Bearskin to recover any and all training compensation amounts owing the Company for training on aircraft type if the Pilot fails to commit to the guaranteed time frame as specified in paragraph 12. The cost recovery will be by, but not limited to, the use of payroll deductions.
14. The Pilot and Bearskin specifically agree it is contemplated by both parties, and specifically agreed by both, that in the event the Pilot does not perform his obligations, and specifically his obligations with regard to length of employment after training, Bearskin shall have the right to deduct from any wages, benefits, vacation pay or other monies otherwise owing to the Pilot an amount or amounts as necessary to satisfy the amount owing to Bearskin by the Pilot. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly and by implication for Bearskin to take full advantage of this equitable right.

- 15. Bearskin agrees, at its option, to allow the Pilot to buy out the remainder of this agreement at any point during its effective period, so that the Pilot may be considered ~~for~~ possible upgrade ~~on~~ type or transfer to another type of aircraft utilized by Bearskin.

BEARSKIN and the PILOT have executed this agreement this _____ day of _____, _____.

BEARSKIN LAKE AIR SERVICE LTD.

Per:

Witness

_____ Pilot

I, _____ understand and agree to the terms and conditions of **my** new position.

Position: _____

CANDIDATE:

Print name: _____

Sign: _____

Date: _____

WITNESS:

Print name: _____

Sign: _____

Date: _____

PROMISSORY NOTE

(\$ _____)

FOR VALUE RECEIVED, I _____ promise to pay to the order of
Bearskin Lake Air Service Ltd., the sum of \$_____ on demand plus interest at the rate of
_____ (_____%) from the date of this Promissory Note.

Dated at Thunder Bay, Ontario, this _____ day of _____, _____.

SIGNED SEALED AND DELIVERED)

in the presence of)

_____)

)
)
)
)
)
)
)

_____)

10.5 TRAINING AGREEMENT: 12,500 LBS OR LESS

TRAINING AGREEMENT

B E T W E E N:

BEARSKIN LAKE AIR SERVICE LTD. ("Bearskin") and _____ ("Pilot")

SINCE: a) Bearskin is a commercial air carrier using Pilots to operate its aircraft; and the Pilot wishes to receive training as specified in this agreement;

The Parties agree as follows:

1. The training consists of: _____

 as specified in Bearskin's present Operations Manual.
2. The value and cost of the training, and the compensation agreed to be payable to Bearskin under this agreement is \$ _____
3. Bearskin agrees to provide the training to the Pilot who agrees to make himself available for training as required and to apply his best effort to it. Timing and completion shall be at Bearskin's direction.
4. The Pilot agrees to make his services available to Bearskin full-time for a period not less than one (1) year following the completion of the training.
5. If the Pilot abandons his training, or if he fails to make his services available to Bearskin as stated above, or if the Pilot is considered unfit for Pilot duties by Bearskin for cause, then the Pilot will forthwith pay Bearskin compensation for the training in the amount as specified in paragraph 2. This amount to be reduced by 1/12th for each complete month the Pilot makes his services available on a full-time basis to Bearskin after completion of the training.
6. As security for due payment of the training compensation amount payable in paragraph 5 of this agreement, the Pilot will, on execution of the agreement, pay to Bearskin the sum in paragraph 2 hereof. Bearskin will repay to the Pilot or his assign, 1/12th of that sum for each consecutive month the Pilot makes his services available as stated in paragraph 5.
7. The Pilot authorizes and directs Bearskin to pay any sum becoming due to Bearskin under the terms of paragraph 5 from the funds paid to Bearskin under paragraph 6.

8. Bearskin will pay interest to the Pilot on the balance from time to time on the amount stated in paragraph 6 at _____% per annum, interest to be paid monthly on the amount of deposit held at the end of the previous month. If no interest rate is specified above, it shall be the lowest prime rate charged by the Royal Bank in the month prior plus 1% per annum.
9. In the event of a dispute under this agreement, such dispute shall be addressed through Section 23, GRIEVANCE PROCEDURE.
10. The remaining training compensation amount will become due and payable by the Company in the event of:
 - (i) A work shortage on aircraft type which necessitates the Pilot to be laid off;
 - (ii) Bankruptcy of Bearskin Lake Air Service;
 - (iii) Death of the Pilot;
 - (iv) **Loss** of Class 1 Medical by the Pilot;
 - (v) Dismissal – The Company and the Pilot will share equally, in the outstanding amount payable, except where due to gross negligence or willful misconduct, the Pilot will be responsible for the total of the outstanding amount payable.
11. If Bearskin has cause for dismissal of the Pilot, nothing in this agreement obligates Bearskin to further employ the Pilot's services.
12. The Pilot agrees that if no advance payment is required for training on aircraft type, the Pilot shall guarantee to Bearskin one (1) year of service as a full time employee.
13. The Pilot authorizes and directs Bearskin to recover any and all training compensation amounts owing the Company for training on aircraft type if the Pilot fails to commit to the guaranteed time frame as specified in paragraph 12. The cost recovery will be by, but not limited to, the use of payroll deductions.
14. The Pilot and Bearskin specifically agree it is contemplated by both parties, and specifically agreed by both, that in the event the Pilot does not perform his obligations, and specifically his obligations with regard to length of employment after training, Bearskin shall have the right to deduct from any wages, benefits, vacation pay or other monies **otherwise** owing to the Pilot an amount or amounts as necessary to satisfy the amount owing to Bearskin by the Pilot. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly and by implication for Bearskin to take full advantage of this equitable right.
15. Bearskin agrees, at its option, to allow the Pilot to buy out the remainder of this agreement at any point during its effective period, so that the Pilot may be considered for possible upgrade on type or transfer to another type of aircraft utilized by Bearskin.

BEARSKIN and the PILOT have executed this agreement this _____ day of _____, _____.

BEARSKIN LAKE AIR SERVICE LTD.

Per:

Witness

Pilot

I, _____ understand and agree to the terms and conditions of my new position.

Position: _____

CANDIDATE:

Print name: _____

Sign: _____

Date: _____

WITNESS:

Print name: _____

Sign: _____

Date: _____

SECTION 10 - TRAINING (Continued)

PROMISSORY NOTE

(\$_____)

FOR VALUE RECEIVED, I _____ promise to pay to the order of
Bearskin Lake Air Service Ltd., the sum of \$_____ on demand plus interest at the rate of
_____ (_____%) from the date of this Promissory Note.

Dated at Thunder Bay, Ontario, this _____ day of _____

SIGNED SEALED AND DELIVERED)

in the presence of)

_____)

)
)
)
)
)
)

SECTION 11

NEW EQUIPMENT/OPERATIONS

- 11.1.1 The rates of pay specified in this Agreement apply only to the equipment types specified herein. If an equipment type other than specified herein is introduced into regular operations, the Company and the Association will enter into negotiations for the purpose of establishing the rate of pay which shall apply to such aircraft. If possible, such rate of pay shall be established prior to the date the aircraft is first placed into revenue service. If not, the Company shall establish the rate of pay and any subsequently agreed change in this rate shall be retroactively applied to the date the aircraft is first placed into revenue service. Any interim pay rate shall be no less than the rate for the type specified in this agreement that most closely resembles the seating capacity of the new type.
- 11.1.2 Negotiations shall begin within thirty (30) calendar days after either party has made a request for such negotiations, unless otherwise mutually agreed between the Company and the Association. Failing settlement, the difference may be submitted to arbitration in accordance with the Arbitration Section of this Agreement.
- 11.1.3 Where the two parties cannot agree on the choice of an arbitrator within seven (7) days of the Association's referral to interest arbitration, either of the two parties may request that the Minister of Labour appoint an arbitrator.
- 11.1.4 The arbitrator shall have the jurisdiction only to hear and decide wages, including interest, for the new type of equipment. The arbitrator shall not have jurisdiction to make any decision inconsistent with the wage scales and provisions established by this Agreement. The decision of the arbitrator shall be final and binding.
- 11.1.5 The award of the arbitrator shall be retroactive to the date the Company first put the equipment into service, and shall form part of the collective agreement from that date for the duration of the collective agreement.

11.2 HIRING OUTSIDE THE COMPANY

- 11.2.1 In the event new types of aircraft are procured or new type airline operations are undertaken, Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders on the newly created vacancies.
- 11.2.2 These Pilots contracted on a temporary basis, shall not be bound by the Collective Agreement. The period of their association with the Company shall be mutually agreed upon between the Company and the Association.
- 11.2.3 If, due to expansion of the airline operations, vacancies occur that cannot be filled by Pilots already in the employ of the Company additional Pilots may be hired from outside the Company and their seniority will begin to accrue from the date of hire as a full-time Pilot with the Company and they will be placed on the Pilot System Seniority List in accordance with that date.

11.3 STAND ALONE CONTRACTS

- 11.3.1 It is hereby agreed between the Company and the Association that in the event the Company requires Pilots for Stand Alone Contracts, additional Pilots may be hired subject to the following provisions:
- a) Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the sole purpose of qualifying successful bidders on the newly created vacancies. These Pilots shall not be bound by this Collective Agreement, and the Period of their association with the Company shall be mutually agreed upon between the Company and the Association.
 - b) If vacancies occur that cannot be filled by Pilots already in the employ of the Company additional Pilots may be hired from outside the Company and become members of the bargaining unit. Their seniority will begin to accrue from the date of hire as a full-time Pilot with the Company and they will be placed on the Pilot System Seniority List in accordance with that date.
- 11.3.2 For Position Vacancies resulting from Stand Alone Contracts, all conditions of the Collective Agreement will apply with the exception of:
- a) Any rules and/or requirements imposed by the Contracting Party; and
 - b) Any further operational requirements as dictated by the Company's Operational Plan as submitted to the Contracting Party; and
 - c) All Pilots accepting a position for a Stand Alone Contract shall be governed by the terms of reference defined under (a) and (b) above.
 - d) The Company will review with the Association the requirements of the Stand Alone Contract. The Company and the Association will issue a joint Letter of Intent to the Pilots outlining these requirements. This Letter shall be attached to the Collective Agreement.
- 11.3.3 After the awarding and prior to the start of a Stand Alone Contract, the Company will review with the Association the pertinent sections of the operational plan.
- 11.3.4 Pilots will be permitted to bid on Stand Alone Contract Position Vacancies in accordance with Section 9 and Section 11 of the Collective Agreement. Additionally, an information meeting will be held at all bases to define the requirements of the Stand Alone Contract at least three (3) days prior to the Closing date of the Posting.
- 11.3.5 AH Pilots accepting a position for a Stand Alone Contract shall remain in this position for the duration of the Stand Alone Contract unless waived at the discretion of the Company.
- 11.3.6 At the conclusion of the term of the Stand Alone Contract, all Pilots employed under the Contract will be allowed to exercise their rights in accordance with the provisions of the Collective Agreement.

11.4 **STANDING OFFER CONTRACT**

11.4.1 Standing Offer Contracts shall be subject to all provisions of the Collective Agreement with the exception of any rules or requirements imposed by the Contracting Party.

11.4.2 The Company will review with the Association the Contracting Party's requirements of the Standing Offer Contract. The Company and the Association will issue a joint Letter of **Intent** to the Pilots outlining these requirements. This Letter shall **be** attached to the Collective Agreement.

SECTION 12

VACATION

PREAMBLE

The Company, upon determining its service requirements, shall approve vacations with pay to all Pilots as defined in this section.

12.1 Annual vacations with pay will be granted to all Pilots in accordance with the following schedule:

Length of Service	Vacation
After completing 1 year	2 weeks (10 Working Days)
After completing 5 years	3 weeks (15 Working Days)
After completing 10 years	4 weeks (20 Working Days)
After completing 15 years	5 weeks (25 Working Days)

Vacation Pay shall be calculated as two (2) percent of previous year's annual gross pay per eligible week. All vacations must be taken within twelve (12) months following the year in which it was earned.

12.2

VACATION FORMULA

Maximum number of scheduled days = total days in the month - (12 Days Off + Vacation Days + Statutory Holidays)

VACATION FORMULA: FEBRUARY

Maximum number of scheduled days = total days in the month - (11 Days Off + Vacation Days + Statutory Holidays)

12.3.1

The vacation holiday bid for the following vacation year will be held between October 15 to November 15. The Company shall approve and post the vacation assignments as indicated from the Pilot's preference by December 15th.

12.3.2

Assigned vacation periods will not be changed except by mutual agreement between the Pilot and the Company, or in case of emergencies, in writing by the Director of Operations or his designate. The cancelled vacation period will be rescheduled at a time mutually acceptable to the Pilot and the Company, but shall not affect existing vacation awards. In no event will rescheduled vacation be taken later than May 1 of the following year.

12.4

Preference for vacation periods and/or requests for split vacations will be governed by seniority within each category of base, equipment and status.

12.5

During the vacation year, Pilots may request an exchange of vacation periods. Such request should be submitted in writing to the Chief Pilot, or his designate, by noon on the seventh (7th) day of the month prior for approval.

12.6

A record of remaining or newly opened vacation periods shall be maintained, posted and updated by the Company to reflect changes as they occur. Open vacation will be awarded in order of seniority within each category of base, equipment and status to those Pilots who request to do so in writing to the Chief Pilot, or his designate, no later than noon on the seventh (7th) day in the month prior to the bid period in which the vacation is to be taken.

12.7

If a Pilot changes base, equipment or status, the pilot shall re-bid his vacation. Such re-bid may be awarded by the Company prior to or after scheduled training and shall not affect existing vacation awards.

SECTION 13**STATUTORY HOLIDAYS**

13.1.1 Pilots shall be awarded nine (9) Statutory Holidays per year. Those Statutory Holidays shall be with respect to:

New Years Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- 13.1.2**
- a) The parties agree the Company may substitute or designate another day for any of the Statutory Holidays mentioned above in accordance with service requirements. To avoid the Statutory Holiday being placed on the monthly schedule, the Statutory Holiday will automatically be banked unless the Pilot requests **otherwise**.
 - b) **Except** for crews on Reserve, assigned duty, or away from home base on Company business, the following Statutory holidays will not be available for banking: Christmas Day, New Years Day.
 - c) All banked Statutory holidays at April 30, following the year in which they were earned will be paid out by the Company.

13.2 Each Statutory Holiday may be taken off and bid as part of the vacation bids outlined in Section 12 on the basis of one working day for each accrued Statutory Holiday.

SECTION 14**LEAVES OF ABSENCE**

- 14.1** The Company shall consider requests for leaves of absence without pay. Such requests shall be submitted in writing to the Director of Human Resources at least sixty (60) days prior to commencement and shall include the requested commencement date, duration and reason for the leave. In situations of an emergent nature, a request for leave may be granted with less than sixty (60) days notice.
- 14.2** A Pilot may be granted a leave of absence without pay for a stated period of up to two (2) months at the discretion of the Company without loss of seniority. The Association shall be notified by the Company in writing of all leaves granted. Said notification shall include the commencement and return dates.
- 14.3** Extended leave beyond two (2) months may be granted at the discretion of the Company but seniority will not continue to accrue beyond the first two (2) month period.
- 14.4** If a Pilot is granted a leave of absence without pay for a stated period, and then requests to return to service before the expiration of that period, such early return shall be at the discretion of the Company.
- 14.5** A Pilot on a leave of absence shall not engage in flying for hire or reward. If a Pilot engages in flying for hire or reward while on leave of absence the Pilot shall lose his seniority and shall be deemed to have resigned from the Company. This restriction shall not apply to recreational flying of thirty-five (35) hours or less a month.
- 14.6** A Pilot returning from leave of absence shall return to his previous position providing his seniority entitles him to hold the position, the position still exists and he possesses a valid **MOT** medical. In the event his seniority does not allow him to hold his previous position, he may exercise his seniority to displace a more junior pilot. If any of the currency and/or **MOT** licence requirements have lapsed during said leave, the Company will provide the minimum recurrent flight and ground training as specified in the Company Operations Manual at Company expense. One (1) flight test, if required, will be provided at Company expense.
- 14.7** A Pilot may exercise his bidding rights while on leave of absence. If he is successful in exercising those rights, and the training commencement date is after the expiration of his leave of absence, he shall be awarded the Position Vacancy. If he is successful in exercising these rights, and the training commencement date is prior to the expiration of his leave of absence, such award shall be at the discretion of the Company.
- 14.8** A Pilot who is on leave of absence shall have the option of choosing to maintain the benefits normally covered by payroll deduction at Pilot expense for the total premium costs of such benefits (employer and employee contribution) subject to the terms and conditions of the Group Insurance Plan.

- 14.9** A Pilot called and serving on jury duty shall be granted leave of absence without pay and shall retain and accrue seniority and service for all purposes during such absence.
- 14.10** Notwithstanding Transport Canada requirements, a Pilot, at her request, shall be granted Maternity Leave and Child Care Leave in accordance with the Canada Labour Code. Seniority will accrue for a Pilot while on Maternity Leave and Child Care Leave.
- 14.11** The Pilot must request her leave of absence in writing accompanied by a Doctor's certificate certifying pregnancy and the estimated date of delivery in accordance with the Canada Labour Code.
- 14.12** Sections **14.4** through **14.7** will apply to maternity leaves of absence.
- 14.13** A Pilot shall be granted up to twenty-four (**24**) weeks Child Care Leave without **loss** of seniority in accordance with the Canada Labour Code.
- 14.14** The Pilot must request his leave of absence for Child Care Leave in writing to the Company accompanied by documents verifying the estimated or actual date of birth or adoption in accordance with the Canada Labour Code.
- 14.15** Section **14.4** through **14.7** will apply to Child Care Leaves.
- 14.16** Requests for leaves of absence for compassionate reasons may be granted at the discretion of the Company subject to the provisions of Section **14** herein. The Pilot shall have the option of using accrued vacation and/or statutory holidays and pay to offset the **loss** of income as a result of being unable to work.
- 14.17** In accordance with the terms and conditions of the Canada Labour Code, when bereavement occurs in the immediate family of an employee, the employee shall be allowed up to three (**3**) days paid leave immediately following the day of death. An employee's immediate family shall mean the employee's spouse (including common law spouse), parent, child, sister, brother, father-in-law, mother-in-law, and any relative permanently residing in the employee's household, or with whom the employee resides. An employee shall be allowed up to an additional two (2) days leave of absence without pay to be taken in conjunction with the bereavement leave.

SECTION 15

SICK LEAVE

In effect until December 31, 2000.

Pilots shall be provided with short term sick leave as follows:

- 15.1 During a calendar year, any Pilot may build up a sick bank of three (3) working days earned from the previous year. Each continuous period free of absence of four (4) months in the previous year, shall result in one (1) day being credited to a Pilot's sick bank.
- 15.2 These days are non-cumulative from year to year; the maximum being three (3) days at January 1.
- 15.3 For January 1, 2000, each Pilot shall be credited with one (1) sick day.
- 15.4 This provision has no effect on the current Wage Indemnity Plan which shall remain in full force and effect.
- 15.5 For each day of sick leave taken, a Pilot shall receive a credit of 3.33 hours in the month the sick leave was taken.

In effect beginning January 1, 2001.

Preamble: The Association and the Company agree that the following provisions are for those situations where the Pilots are legitimately unable to report to work as set out in Article 15.1.

- 15.1 For the purpose of this section, sick leave shall mean the period of one or more days during which a Pilot is scheduled or assigned and is unable to report for duty as a result of illness or injury.
- 15.2 On January 1st, 2001, all Pilots actively employed with the Company shall be entitled to twenty-four (24) hours of sick credits. On January 1st in each subsequent year, every Pilot shall be entitled to twelve (12) hours of sick bank credits not to exceed a total of twenty-four (24) hours. All new hire Pilots shall have their twenty-four (24) hour sick credit prorated from their service date for their first year of service. A Pilot who is not actively employed but returns to service during the calendar year shall receive a prorated sick bank entitlement. The unused portion of a Pilot's sick bank shall be cumulative to a total of twenty-four (24) hours. Effective January 1, 2003, the maximum hours can be built to thirty-two (32) hours.
- 15.3 Each sick leave credit will be equivalent to the Pilot's current hourly rate. For the purpose of this provision the current hourly rate is understood to be the rate of pay if the Pilot had been actively employed. Pilots shall draw sick credits in the following manner:

- 15.4** Pilots shall draw sick credits from their bank based on the credit value of the day in which the sick leave is taken:
- i.e. If a Pilot books off of an eight (8) hour credit value day, he shall have eight (8.0) hours deducted from his sick bank and credited to his pay for that period; or
- If a reserve Pilot books off of a reserve duty period he shall have three (3.0) hours deducted from his sick bank and credited to his pay for that period.
- 15.5** This provision has no effect on the current Wage Indemnity Plan which shall remain in full force and effect.
- 15.6** During a sick leave period, a Pilot shall be paid the available sick time credits as if the Pilot had worked according to schedule. At no time will sick leave credits be included in the calculation for overtime.
- 15.7** Any Pilot who becomes sick or injured as a result of having been or being outside Canada on Company business or due to causes related to his occupation or to the living and health conditions peculiar to the countries in which he performed service, shall be properly hospitalized and treated at Company expense until return to Canada. If the sickness or injury necessitates treatment or convalescence in Canada, the Company shall return such Pilot to Canada. This provision shall apply to recurrences of the same sickness or injury so long as the Pilot shall remain an employee of the Company. When the Pilot returns to Canada, he shall revert to Company benefits.
- 15.8** A Pilot's sick leave period shall end when he has booked back on with Dispatch and/or Operations. When a Pilot has been off sick and subsequently advises Dispatch that he is fit to resume his flight duty, he will be returned to his awarded block pairing if he books on prior to 1700 hours the day before. However, if he books on after 1700 hours Dispatch will have the option of returning him to his pairing or reassigning him under the provisions of Section 5.8 (REASSIGNMENT).
- 15.9** Any sick leave of more than three (3) days is to be substantiated by a Doctor's Certificate if requested by the Company.
- 15.10** Length of service shall accrue while a Pilot is on sick leave.
- 15.11** Any unused sick credits from a Pilot's sick leave bank may be used at the Pilot's discretion immediately prior to retirement.

SECTION 16

PHYSICAL EXAMINATIONS

- 16.1 Company medical standards for physical examinations shall be those standards set forth in the MOT regulations as being required to maintain an Airline Transport Pilot Licence, including any waiver adopted by the MOT.
- 16.2 The scheduling of periodic physical, electrocardiogram and audiogram examinations, required under MOT regulations for licence endorsement, are the responsibility of the Pilot.
- 16.3 The required annual or bi-annual examinations shall be conducted by any MOT approved doctor. Pilots will be reimbursed for fees associated with medical examinations and documents required to maintain a Category 1 Medical, up to \$250.00 per year for Pilots under the age of forty (40) years; and up to \$400.00 per year for Pilots over the age of forty (40) years, upon submission of receipts.
- 16.4.1 The Company may, at its own expense, request a Pilot to complete a medical examination with an MOT approved doctor (Medical Examiner) if the Company has reason to believe the Pilot's health or physical condition is impaired. The Company upon receipt of the Medical Examiners report shall furnish a copy to the Pilot.
- 16.4.2 Any Pilot hereunder who fails to pass a medical examination as per Section 16.4.1 above may, at his option, have a review of his case in the following manner:
- a) He may employ a qualified Medical Examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the Medical Examiner chosen by the Company.
 - b) A copy of the findings of the Medical Examiner chosen by the Pilot shall be furnished to the Company, and in the event that such findings verify the findings of the Company's Medical Examiner, no further medical review of the case shall be afforded.
 - c) In the event that the findings of the Medical Examiner chosen by the Pilot disagree with the findings of the Company's Medical Examiner, the Company will, at the written request of the Pilot, ask that the two (2) Medical Examiners agree upon and appoint a third qualified and disinterested Medical Examiner, preferably a specialist, for the purpose of making a further examination of the Pilot.
- 16.4.3 The said disinterested Medical Examiner shall make a further medical examination of the Pilot in question, and the case shall be settled on the basis of his findings.
- 16.4.4 The expense of employing the disinterested Medical Examiner shall be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. Copies of each Medical Examiner's report shall be furnished to the Company and to the Pilot.
- 16.4.5 It is specifically agreed that the findings of the Medical Examiners concerned herein shall be unbiased, and no exchange of medical opinions or history shall be made either in writing or verbally, until each Medical Examiner has examined the Pilot concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.

16.5

Pilots will be responsible for advising the Company of the date of their medical and for providing a photocopy of their validated medical certificate to the Company within five (5) calendar days upon completion of all MOT medical examinations.

SECTION 17

LAYOFF AND RECALL

PREAMBLE When there is a layoff of Pilots, such layoffs shall be in reverse order of system seniority, Laid off Pilots shall be re-employed in order of seniority. Pilots shall maintain but not accrue seniority while on layoff.

17.1.1 (a) When it is determined that a reduction in positions is required, a Pilot so displaced shall not be allowed to bump to a position which would result in a promotion in status.

NOTE: Bumping is restricted to status (i.e. Captain, First Officer) with the exception that a Captain can bump down to a First Officer in accordance with his seniority.

(b) Pilots who have not exercised their right to a promotion shall be handled subject to the following when bumping occurs in the order set out below:

1. Same base, like or lower type.
2. Same base, higher type.
3. Different base, like or lower type.
4. Different base, higher type.

17.1.2 The Company and the Association shall meet to discuss and devise a plan when the reduction of positions results in any layoffs.

17.1.3 When there is a layoff resulting in the bumping of Pilots, the Company and the Association will meet in order to minimize the training costs for the Company to the extent possible.

17.2 The Company shall provide at least fifteen (15) days written notice to a Pilot prior to his being laid off, except in the case of third party strike in which case the Company shall provide twenty-four (24) hours notice and the Pilots shall be available for immediate recall. Immediate recall applies only to the first three (3) weeks of a third party strike after which recall procedures will be mutually agreed to by the Company and the Association.

17.3 A Pilot, at the time of layoff, shall be paid out all or any outstanding vacation/statutory holidays and wages owing.

17.4 A Pilot whose instrument rating is due to expire within ninety (90) days from the date of layoff, shall be given an instrument ride prior to his layoff.

17.5 A Pilot who is laid off shall file his address with the Human Resources Department and shall thereafter promptly advise the Human Resources Department of any change in address.

17.6 Initial notification of recall may be given to the Pilot by a person to person telephone call. A recall notice will be sent to the Pilot via registered mail to his last address on file with the Human Resources Department and will contain the reporting date and location.

17.7 The Company shall give the Pilot his recall notice not less than fourteen (14) days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.

- 17.8 Within forty-eight (48) hours of the recall notice, the Pilot shall notify the Director of Human Resources or his designate by a person to person telephone call followed by registered mail, whether he will accept or waive the notice of recall. If, however, a Pilot fails to reply to a notice of recall within forty-eight (48) hours of being made aware of his notice of recall, he shall be deemed to have waived his notice of recall.
- 17.9 A Pilot who waives his first notice of recall will have no further right until the next notice of recall. However, if a Pilot waives his second notice of recall he shall be deemed to have resigned.
- 17.10 If a Pilot waives his notice of recall, the recall will be offered to the next most senior Pilot on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or lose all seniority, and be deemed to have resigned. In the event the most junior pilot refuses recall, the next junior pilot will be obliged to accept, or lose all seniority and be deemed to have resigned, and so on up the list.
- 17.11 A Pilot who is recalled from layoff shall be guaranteed forty-five (45) days employment.
- Notwithstanding the above, a Pilot may accept a recall of less than forty-five (45) days employment, however, a refusal to do so shall not be construed as the Pilot waiving a recall notice.
- 17.12.1 A Pilot on layoff shall have the option of choosing to maintain the benefits normally covered by payroll deduction at Pilot expense for the total premium costs of such benefits (employer and employee contribution) subject to the terms and conditions of the group insurance plan.
- 17.13 Pilots shall maintain but not accrue seniority while on layoff. Pilots shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:
- a) a period equal to his seniority; or
 - b) two (2) years.
- 17.14 A Pilot who is on layoff, shall upon request to the Chief Pilot, be entitled to travel privileges as per Company policy on the Company's system for a period of six (6) months from the date of his layoff or a period equal to his seniority whichever is the lesser.

SECTION 18**TRAVELLING AND MOVING EXPENSES**

- 18.1 Successful bidders on all permanent positions shall pay their own moving expenses to their new base.
- 18.2 Pilots bidding on permanent Positions which **will** require a move to a different base, shall be given as much notice as possible to prepare for the move. A Pilot having to move to a different base shall be entitled up to seven (7) consecutive days off in the next calendar month, in which to conduct his move.
- 18.3 A Pilot transferring to a different base shall be provided free space available air transportation on the Company's system for ~~such~~ Pilot and for the members of his immediate family. The Pilot shall be allowed to move small personal items space available on the Company's system at no cost.
- 18.4 A probationary Pilot will, upon request to the Chief Pilot, receive one return space available ticket in the Bearskin System during his first three (3) months of employment.

SECTION 19**EXPENSES, LODGING AND TRANSPORTATION**

- 19.1 Notwithstanding 19.4 pilots while on an overnight away from their assigned base on flight duty or while on Company business, other than flying duties will be allowed to claim necessary expenses as authorized by the Company (i.e. transportation, hotels, etc.).
- 19.2 A Pilot required by the Company to deadhead shall be provided with a confirmed space seat on the flight on which he is scheduled to deadhead.
- 19.3 With prior Company approval a Pilot will be allowed to incur reasonable necessary expenses when unusual or emergency conditions arise. Such authorized expenses shall be reimbursed within five (5) banking days when supported by receipts.

19.4 **PER DIEMS**

	<u>Effective Ratification Date</u>	<u>Jan 1 2002</u>	<u>Jan 1 2004</u>
Breakfast (provided the Pilot is away from home base on overnight)	\$9.00	\$9.50	\$10.00
Lunch (12:00 - 13:00)	\$10.00	\$10.50	\$11.00
Dinner (18:00 - 19:00) (all times local)	\$16.00	\$17.00	\$18.00

- (a) A Pilot overnighiting away from his home base, who, on the following day is on flight duty, deadheading, or other authorized Company business, during all, or any part of the meal periods (local times) specified, will be entitled to the meal allowance above.

For the purpose of Section 19.4, a Pilot placed on reserve at his home base, after returning from an overnight, shall not be considered to be on flight duty until one half (1/2) hour prior to his next departure.

- (b) A Pilot whose duty period starts at his home base prior to 1100 hours and is on flight duty or away from home base during all or any part of his lunch and/or dinner period shall receive the full lunch and/or dinner per diem as applicable.
- (c) A Pilot whose duty period starts at his home base at or after 1100 hours but prior to 1700 hours and is on flight duty or away from home base during all or any part of his dinner period shall receive the full dinner per diem.
- (d) Pilots while on authorized Company business away from home base including any ground schools and courses during all or any part of the meal period (local time) specified will be entitled to the meal allowance above.

19.5 **DRAFTING**

Notwithstanding Section 19.4 (b) or (c), the meal allowances in 19.4 will be made available to a Pilot who accepts a draft with less than one (1) hour notice until aircraft departure where the duty period for that departure occurs through that meal period.

- 19.6 a) When a Pilot qualifies for meal allowances as per 19.4, and an overnight occurs in the United States of America, the meal allowance will be paid in U.S. dollars.
- b) When a Pilot is scheduled to be away for training in the United States he will be paid his per diem in advance of his leaving in U.S. dollars.
- 19.7 In any contract or charter obtained by the Company, in which crew meals or crew allowances are provided, the crew shall receive compensation from such allowances with submission of receipts (i.e. Ministry of Health charters).
- 19.8 During all overnights, the Company shall provide the following:
- (a) Separate sleeping quarters and washrooms for each Pilot.
- (b) Crew ground transportation vehicles maintained at all times to a safe standard or a taxi shall be provided.
- 19.9 The Hotel and Accommodation Committee, comprised of two (2) representatives from the Association, shall continue to monitor accommodation available to Pilots, hotel selection and future accommodation alternatives.
- 19.10 Prior to establishing hotel accommodations at new overnight points or changing existing accommodation, the Company shall consult with the Hotels and Accommodation Committee.
- 19.11 When any significant substantiated deterioration of accommodation is reported in writing by Association Committee representatives, the Company shall, within seven (7) days, investigate the situation and take appropriate actions.
- 19.12 In the event that overnight accommodations do not provide meal facilities the Company will pay, upon submission of receipts, reasonable transportation costs for the flight crew to the nearest meal facility.
- 19.13 The Company shall provide a Crew Room at each Pilot base that can serve as a clean, comfortable lounge facility for on duty flight crew only.
- 19.14 Where facilities are available and flight crews are required to hold for.
- (a) 3 to 5 hours away from the Pilot's home base, the Company will make available a quiet room for the crew (i.e. MTO, Esso Lounge, etc.); or
- (b) 5 or more hours excluding overnights away from a Pilot's base, the Company will make available a day room for the crew (i.e. hotel, motel, FBO with private rest facility).
- 19.15 Where a flight lounge or hotel accommodations are not available (i.e. Northern Communities), the Company will try to obtain permission for the crew to utilise the following: MTO, Nursing Stations, OPP, Hydro Houses, etc.

- 19.16** All accommodations shall be arranged prior to a Pilot's departure from home base.
- 19.17** All fees associated with Bearskin Pilot licensing requirements such as IFR renewal and flight test fees shall be borne by the Company.
- 19.18** All Security Pass issuance fees shall be borne by the Company. The Company **will** not be responsible for re-issuance of lost or damaged, and/or the cost of non-returned passes.

SECTION 20**DATA RECORDERS**

- 20.1** Aircraft Flight Data Recorders and Cockpit Voice Recorders will only be used for **accident/incident** investigation and maintenance evaluation and analysis. Such **recorders** shall not be used as a means of monitoring or checking a Pilot during the operation of any normal flight. During any **accident/incident** investigation the contents of the Flight Recorder shall not be released by the Company to neither the general public nor the news media without the prior approval of the Pilot or Pilots involved and/or the Association.

SECTION 21

ACCIDENT OR INCIDENT INVESTIGATION

- 21.1 Where a Pilot 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 investigations into the accident or incident undertaken by the Company, Transport Canada or both.
- 21.2 In order to hold a Pilot out of service, the Pilot must be so notified by the Director of Operations or other Management Pilot that he may designate. In addition, within seven (7) days, notification must be provided to the Pilot in writing along with the reasons therefore, with a copy forwarded to the Association.
- 21.3.1 While pursuant to 21.1, a Pilot held out of service pending the outcome of an investigation, he shall be paid for the flight credits in his block as if they had been flown according to schedule, and shall be credited **with** such flying time for the purpose of flight time limitations. In subsequent months or in the case of a Pilot not holding a block, he shall be paid not less than the normal minimum guarantee for the month. All such pay shall be adjusted to include negotiated pay increases and any incremental pay increases. The above pay provisions shall continue until the Pilot returns to the line or the Company renders a **decision** on the Pilot's employment status.
- 21.3.2 A Pilot held out of **service** during a vacancy or reduction posting for which he is qualified to hold and subsequently found to be suitable for, shall be entitled to have the position cancelled provided the vacancy can be re-posted for one (1) day and awarded prior to the **commencement** of the scheduled training. The Association agrees that there will be no grievances as a result of the Company's compliance with this provision.
- 21.4 In cases involving aircraft accidents, a Pilot, as soon as possible and by the quickest means possible, will notify the Director of Operations or his designate, of such accident. A Pilot will not be required to commit himself orally or in writing to officials of the Company following the accident unless the following conditions have been met:
- a) He has the opportunity to be represented by the Association (or IFALPA if outside Canada), and
 - b) He has been afforded the opportunity of a medical examination by a Medical Examiner approved by the Association (or IFALPA if outside Canada) and the Company.

Such statements shall be provided to the Company within seven (7) days of an accident. This time frame may be extended at the discretion of the Company.

- 21.5** In cases involving aircraft incidents, a Pilot, as soon as possible and by the quickest means possible, will notify the Director of Operations or his designate, of such incident. Pilots who are held out of service under the terms of **21.1** above will not be required to commit themselves orally or in writing to officials of the Company following the incident unless they have the opportunity to be represented by the Association (or IFALPA if outside Canada).
- Such statements shall be provided to the Company within three (3) days of an incident. This time frame may be extended at the discretion of the Company.
- 21.6** Where the Company undertakes an investigation, the officers involved shall make a reasonable attempt to issue a final report within three (3) months.
- 21.7** Both the Pilot involved and the Association will be given the opportunity to participate fully in the investigation, will be informed on a regular basis on the course of such investigation and will be provided with a copy of any interim or final reports resulting therefrom.
- 21.8** Throughout this procedure the Pilot involved, along with his designated representative, may upon request, and in conjunction with a designated Company representative, review any information contained in his Accident/Incident file.
- 21.9** If throughout this procedure any disciplinary or discharge action is contemplated, the provisions of Section 24 – DISCIPLINE/DISCHARGE shall apply.

SECTION 22

LEGAL

22.1.1 DEFENCE AND COUNSEL

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

22.1.2 INDEMNIFICATION

The Company shall hold harmless the Pilots and their estates from those damages stated in paragraph 22.1.1 except those claims relating to gross negligence or willful misconduct.

22.2 PILOT COSTS

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

22.3 ESTATE SETTLEMENT

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

22.4 PILOT FILES

22.4.1 All files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for his examination in the presence of a member of management. Upon written request, the Pilot will be provided with a copy of the above files once per calendar year. Any additional copies shall be provided to the Pilot at a cost of ten (\$10.00) dollars.

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

22.4.3 Upon request, a Pilot will be provided with a copy of all technical or operational documents such as Pilot proficiency checks, instrument rides, training records, etc. once per calendar year and when there is a status or equipment change.

- 22.4.4 A Pilot will be advised of any material of a critical or unfavourable nature at the time such material is placed on his file. Except in the case of correspondence related to technical competency, written caution or reprimand placed on a Pilot's personal file will be removed from his file twenty-four (24) months following date of insertion, provided there has been no further disciplinary action on a related matter in that period. Any material removed from a Pilot's personal file pursuant to this provision will not be admissible as evidence in any disciplinary proceeding.
- 22.4.5 The Company during a disciplinary action will not use any documents not received by the Pilot.
- 22.4.6
- a) Notations of incidents and/or accidents will remain on file for the duration of the Pilot's employment with the Company.
 - b) Written caution or reprimand notices placed on a Pilot's personal file will be removed two (2) years following the date of issuance of the caution or reprimand.

22.5 **PILOT WITNESSES/REPRESENTATIVES**

- 22.5.1 All employee witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay subject to the requirement of the service and, if possible, will be provided with space available transportation to and from the hearings.

SECTION 23**GRIEVANCE PROCEDURE****23.1** **INITIATION**

23.1.1 In the case of a complaint with respect to the interpretation, application or **alleged** violation of this Agreement, prior to filing a grievance, the Pilot(s) having a complaint shall, together with an Association representative if desired, discuss such complaint with the appropriate Chief Pilot or Assistant Chief Pilot who will make every effort to resolve the complaint.

23.1.2 Where two (2) or more Pilots have individual grievances which are sufficiently common in nature that they may be conveniently dealt with as a single grievance, such grievance may be filed as a group grievance.

23.1.3 A Pilot who has a grievance, or a group of Pilots having a grievance dealing with the same issue, with respect to the interpretation, application or alleged violation of this Agreement or with respect to discipline or discharge, shall deal with such grievance in accordance with the procedures as specified in 23.2 through 23.5 below.

23.1.4 Grievances shall be in writing and should include the nature of the grievance, the section(s) alleged to have been violated and the remedies sought.

23.1.5 Grievances may be initiated by the Association on behalf of its members or on its own behalf. Association grievances may be initiated at Step Two of the Grievance Procedure.

23.2 **HEARINGS**

The following steps may be waived or combined subject to mutual agreement between the Company and the Association:

A) **STEP ONE:**

A Pilot who has a grievance or a group of Pilots having a grievance dealing with the same issue, shall present it in writing within twenty-one (21) ~~calendar~~ days of the occurrence or awareness of the occurrence to the Director of Operations. The Director of Operations or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within fourteen (14) calendar days of the presentation of the grievance and render his written decision not later than on the fourteenth (14th) calendar day following the above mentioned hearing.

SECTION 23 - GRIEVANCE PROCEDURE (Continued)

B) STEP TWO:

- i) If the decision of the Director of Operations or his designated representative is not acceptable to the grievor(s) or is not rendered within fourteen (14) calendar days, then the grievance shall be submitted in writing to the President or his designated representative within fourteen (14) calendar days of the receipt of the decision, or from the date that said decision was supposed to have been rendered. The President or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within fourteen (14) calendar days of the receipt of the grievance, and shall render his decision in writing not later than on the fourteenth (14th) calendar day following the grievance hearing. When possible, the same Company official or designated representative of the Company shall not hear both Step One and Step Two of a grievance.
- ii) If the time limits outlined in B) above are not complied with, the Association may proceed to Arbitration.
- iii) It is agreed that to achieve and to maintain harmonious industrial relations between the parties and those persons bound by this Agreement, grievances shall be resolved as expeditiously as possible and that the period of time for submission of grievances, holding of hearings, and rendering of decisions established in this Section, shall be considered as maximum periods unless extensions shall have been mutually agreed upon and that when grievances, hearings, and decisions can be handled in a time period of less than the maximum stipulated, every effort will be made to so expedite the case(s).

23.3 GRIEVORS' RIGHTS/REPRESENTATIVES

- 23.3.1 At any hearing held throughout these grievance procedures, the grievor(s) shall have the right to be represented by the Association and/or any one (1) Association member whom they may choose or designate.
- 23.3.2 The grievor(s) and the Company shall be given every opportunity to present evidence, make representations and call witnesses.
- 23.3.3 Throughout these procedures, the grievor(s) or his representative(s) upon request is entitled to review any information contained in his personal and training file(s) and any document, material and information which the Company has introduced at any grievance hearing. Upon request, the Company shall provide the grievor(s) a copy of all such documents.
- 23.3.4 At the discretion of the Company, any discussions or hearing may be held at the Pilot's base.

23.4 **WITNESSES**

Subject to the requirements of service, all employee witnesses called upon by the Association, upon reasonable notice to the Company, shall be granted time off without pay. If possible witnesses will be provided with space available transportation to and from the hearings.

23.5 **RESULTS**

If, as a result of any hearing or grievance as provided herein, the decision is to exonerate the **Pilot(s)**, the personal record(s) of the **Pilot(s)** shall be cleared of the charges and all reference thereto shall be removed forthwith from all files.

SECTION 24

 IFL HAF

- 24.1** All disciplinary or discharge actions must be for just cause.
- 24.2** Where disciplinary or discharge action is considered, the Pilot involved may be held out of service where necessary with pay pending investigation for a maximum of seven **(7)** calendar days to provide the Company with sufficient time to investigate and consider all factors. This time period may be extended by mutual agreement by the Company and the Association.
- 24.3** A Pilot who is the subject of a disciplinary investigation is entitled to be accompanied by a representative(s) and to call witnesses. At any time the Company considers discipline or discharge action, the Company shall provide both the Pilot and the Association a reasonable amount of notice prior to any investigation or hearing.
- 24.4** All employee witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay subject to the requirement of the service and, if possible, will be provided with space available transportation to and from the hearing.
- 24.5** Any disciplinary measure must be in the form of a written notice addressed to the Pilot in question. It shall contain a statement of the reasons for discipline. A copy of this shall be provided to the Association.
- 24.6** A Pilot held out of service or suspended shall be entitled to bid on any vacancy or displacement bulletins, so that when relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.
- 24.7** A Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section **23**, GRIEVANCE PROCEDURE. A Pilot who is discharged shall be entitled to file a grievance at Step Two of the Grievance Procedure. Grievances may be initiated at any step of the Grievance or Arbitration procedures by mutual agreement between the Company and the Association.
- 24.8** Throughout these proceedings, including Arbitration, no evidence of documents relating to incidents or matters which occurred more than two **(2)** years prior to the disciplinary action, other than those related to flying competency, shall be taken into consideration in the taking of such action.
- 24.9** A Pilot shall be copied on any material of a critical or unfavourable nature placed in his file.
- 24.10** When pursuant to Section **24.2** a Pilot is held out of service, he shall be paid his regular rate of pay and shall be credited with such flying time for the purpose of flight time limitations. He shall also continue to maintain and accrue all rights, pay, benefits and privileges.

During the period of time the Pilot is held out of service he shall be required to remain at his home base for those days he was originally scheduled to work. This does not include his originally scheduled days off.

SECTION 25

ARBITRATION

25.1 REFERRAL TO ARBITRATION

25.1.1 If any grievance is not settled in accordance with the procedures set forth in 23.2 through 23.5 Grievance Procedure, then such grievance may be referred by the Association to Arbitration, as provided for in 25.2 through 25.7 below.

25.1.2 The Notice of Intention to proceed to Arbitration shall be made in writing to the Company within thirty (30) calendar days of the decision at Step 2 of the Grievance Procedure or, as the case may be, within thirty (30) calendar days from the date such decision should have been rendered.

25.2 SINGLE ARBITRATOR

25.2.1 The parties shall attempt within thirty (30) days of notice being given, in accordance with Article 25.1.2 of intention to proceed to arbitration, to reach an agreement naming a single arbitrator to hear the grievance. Failing agreement within thirty (30) days, either party may request the Minister of Labour to make such an appointment.

25.2.2 The Arbitrator, once engaged, will make every effort to expedite the Arbitration proceedings.

25.2.3 In the event that the Arbitrator resigns, dies or otherwise is unable to continue, the parties shall attempt, within thirty (30) days of having knowledge of the Arbitrator's inability to continue, to agree on a new Arbitrator. Failing such agreement within thirty (30) days, either party may request the Minister of Labour to make such an appointment.

25.3 ARBITRATORS JURISDICTION

25.3.1 The Arbitrator has, in relation to any proceeding before him/her, power to:

- (a) summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the Arbitrator deems requisite to the full investigation and consideration of any matter within its jurisdiction that is before the Arbitrator in the proceeding;
- (b) administer oaths and solemn affirmations;
- (c) receive and accept such evidence and information on oath, affidavit or otherwise as the Arbitrator in his/her discretion sees fit, whether admissible in a court of law or not;
- (d) compel, at any stage of a proceeding, any person to provide information or produce the documents and things that may be relevant to a matter before it, after providing the parties the opportunity to make representations;
- (e) interpret, apply and give relief in accordance with a statute relating to employment matters, whether or not there is conflict between the statute and the collective agreement;

SECTION 25 - ARBITRATION (Continued)

- (f) make the interim orders that the Arbitrator considers appropriate;
- (g) consider submissions provided in the form that the Arbitrator considers appropriate or to which the parties agree;
- (h) expedite proceedings and to prevent abuse of the arbitration process by making the orders or giving the directions that the Arbitrator considers appropriate for those purposes; and
- (i) determine any question as to whether a matter referred to the Arbitrator is arbitrable.

25.3.2 The Arbitrator may extend the time for taking any step in the grievance process or arbitration procedure set out in a collective agreement, even after the expiration of the time, if the Arbitrator is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

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

25.3.4 Where an Arbitrator determines that an employee has been discharged or disciplined by an employer for cause and the collective agreement does not confirm a specific penalty for the infraction that is the subject of the arbitration, the Arbitrator has power to substitute for the discharge or discipline such other penalty as to the Arbitrator seems just and reasonable in the circumstances.

25.3.5 An Arbitrator shall determine his/her own procedure, but shall give full opportunity to the parties to the proceedings to present evidence and make submissions to the Arbitrator.

25.3.6 The Arbitrator shall have jurisdiction to consider any matter properly submitted to him/her under the terms of this Agreement (including whether a matter is arbitrable or not). The Arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of this Agreement.

25.4 ARBITRATOR'S EXPENSES

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

25.5 ASSOCIATION'S/COMPANY'S RIGHTS/REPRESENTATIVES

25.5.1 At any hearing held throughout these Arbitration procedures the Association and the Company shall have the right to be represented by any person(s) whom they may choose or designate.

25.5.2 The Association and the Company shall be given every opportunity to present evidence, make representations and present, examine and cross-examine witnesses.

25.6 WITNESSES

All employee witnesses called by the Association upon reasonable notice to the Company, shall be granted time off without Pay. If possible, witnesses will be provided with space available transportation to and from the Hearing.

25.7 ARBITRATORS DECISION

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

25.7.2 The decision of the Arbitrator shall govern and shall be final and binding on the Association, the grievor and the Company.

SECTION 26**DEDUCTION OF DUES**

- 26.1** Effective December 23, 1994, the Company shall deduct on the payroll for each pay period of each month from wages due and payable to all employees working within the scope of this Collective Agreement an amount equivalent to the normal monthly dues of the Association and any general assessments to be applied to, and paid by all members, as ratified by the Pilot Membership subject to the conditions set forth hereunder:
- 26.2** The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of the Agreement except to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- 26.3** Membership in the Association shall be available to any Pilot eligible under the constitution of the Association on payment of the **Initiation** or reinstatement fees uniformly required of all such applicants by the Association.
- 26.4** If the wages of a Pilot payable on the payroll for any pay period are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company. The Company shall not carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.
- 26.5** The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association by the fifteenth (15) of each month for the pay received in the previous month.
- 26.6** The Company shall not be responsible financially or otherwise, either to the Association or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.
- 26.7** In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section of this Agreement, all parties shall cooperate fully in the defence of such actions. The Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payroll.

SECTION 27

EMPLOYEE BENEFITS

- 27.1 A full-time Pilot shall be required to participate as a condition of employment in the Liberty Health Group Life Insurance plan listed below, as arranged by the Company, after three (3) months of continuous employment with the Company. A full-time Pilot shall, as a condition of employment, be required to participate in the Liberty Health Benefits Insurance Plan listed below after three (3) months of continuous employment, except where a Pilot can demonstrate to the Company and the Insurance Carrier comparable coverage under a spousal plan. The Company Group Insurance Plans are as follows:

<u>Insurer</u>	<u>Plan#</u>	<u>Coverage</u>
Liberty Health	16090	Extended Health Benefits Custom Dental Benefits Deluxe Travel
Liberty Health	16090	Group Life Short Term Disability Insurance

The Company shall not be responsible for covering the cost of any benefits which may be suspended by the Government or the Insurance Company during the term of this Agreement. The Association shall be given thirty (30) days notice, if possible, prior to any benefits being suspended.

The cost of the plan will be shared equally by the Pilot and the Company.

- 27.2 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s), provided the benefits are comparable. In such cases the Company will consult with the Pilot Health Committee thirty (30) days in advance of intended change to the plan(s).
- 27.3 Any benefit and/or insurance provided through the group insurance plan shall be as more particularly described and set forth in the respective policy(s) of insurance and benefit plan document(s). The specific application and administration of all insurance benefits, and all matters with respect to the Group Insurance Plan, shall be governed by the terms of the contract(s) with the insurance carrier(s). In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the Pilot and the insurer or carrier concerned. In such cases, however, the Company if requested by the Pilot will intervene in an attempt to adjust or settle the dispute.

27.4 For aircraft operated by the Company, the Company shall provide and maintain:

1. one (1) current copy of the Canada Flight Supplement
2. applicable current **L.E.** charts
3. one (1) set of current **H.E.** charts for all pressurized aircraft
4. two (2) current sets of the Canada Air Pilot for Ontario (CAP 4) and Manitoba (CAP 3) for all aircraft, and additionally for the Metro aircraft, one set of the Canada Air Pilot for Quebec (CAP 5).

When a Pilot finds that one of the above publications is missing or significantly damaged he shall advise dispatch of such condition. Should management identify to the MEC that such occurrences are excessive or too frequent, the MEC shall post a notice to the Pilot group explaining the problem and urging correction.

27.5 The Company shall provide all necessary charts, approach plates, customs forms, etc., for operations within Foreign Airspace. It shall be the Company's responsibility to maintain and/or replace said publications at Company expense. These publications shall be available to flight crew prior to aircraft departure into Foreign airspace and shall be returned to the dispatch from where the publications originated, or returned to the dispatch at their home base, whichever of these dispatch points they arrive at first.

27.6.1 All full-time Pilots shall be eligible to enroll in the Company's Defined Contribution Plan (Pension Plan), administered by Manulife Financial, Policy No. GN82194, after twenty-four (24) months of continuous service with the Company. Pilots choosing to enroll in the Plan shall contribute an amount equal to three percent (3%) of their earnings (excluding overtime, bonus, etc.) and the Company shall also contribute an amount equal to three percent (3%) of the Pilots earnings (excluding overtime, bonus, etc.). All other items of reference shall be as contained in the Master Agreement held with Manulife Financial, and in accordance with all Government regulations covering such plans.

27.6.2 Subject to the Canada Labour Code, the Company will not be responsible to continue pension plan contributions for a Pilot who is on leave of absence, off work on temporary disability or on lay-off.

27.7 Pass entitlement shall be as per Company Policy.

27.8 The Company is solely responsible to provide or pay for all uniform attire as listed below and in accordance with the Company Uniform Policy:

- (a) 6 shirts annually
- (b) 1 tie annually
- (c) 3 pants annually, except non-Metro crews in YXL, 2 pants annually and one flight suit
- (d) 1 set of epaulettes every 5 years
- (e) 1 winter parka and/or
- (9) 1 three (3) season jacket

27.9 At the discretion and expense of the Company, uniform items may be added or deleted from this list provided that no Pilot shall be required at his own expense to provide and wear any item so deleted.

27.10 Components of the uniform that become damaged during the course of carrying out work duties shall be repaired or replaced at the Company's expense.

SECTION 28

AIRCRAFT HANDLING/SERVICING

Baggage Handling

- 28.1** The Company will normally provide personnel to handle loading and unloading of aircraft in the following locations: YQT, YXL, YSB, YAM, YTS, YYB, YOW, YHD, YWG, YRL (Metro aircraft only), YQK (from October **15** to April **15**), YFO and YQD. A crew member will normally be available to supervise or brief all baggage loading and unloading.
- 28.2** Flight crews will load and unload aircraft in all other destinations not listed above.
- 28.3** For any destination not included in the current Company System Timetable, the Company will advise the Association of the baggage handling service requirements at these locations.
- 28.4** Flight crews on Charter flights will be responsible for the loading and unloading of baggage and/or freight unless the flight is scheduled to depart from the hangar or airport terminal building in Thunder Bay or Sioux Lookout. If this occurs, the Company will normally provide for baggage/freight handling during the regular hours of baggage handling operations.

Aircraft De-icing

- 28.5** It is agreed that the Company will normally provide personnel for all de-icing activities in the following locations: YQT, YXL, YWG, YSB, YHD, YTS, YYB, YAM, YQK, YOW, YGQ, YAG, YFO and YQD.
- 28.6** Flight crew will de-ice the aircraft if necessary, provided they are provided with protective equipment, in all other destinations flown, as per the current Company System Timetable.
- 28.7** For any destination not included in the current Company System Timetable, the Company will advise the Association of the de-icing service requirements at these locations.

Aircraft Grooming

- 28.8** The Company will provide grooming services on Company aircraft in YXL and YQT. The Company will normally provide grooming services on Company aircraft overnighing in YOW.
- 28.9** Flight crews will be required to perform light grooming on the Company aircraft they are operating at all other locations listed in the Company System Timetable.

Light grooming will include:

1. pick up materials strewn throughout the aircraft,
2. clean out seat back pockets, provided protective latex gloves are provided,
3. cross seat belts,
4. ensure briefing cards are in the seat back pockets.

- 28.10 For any destination not included in the current Company System Timetable, the Company shall advise the Association of the grooming service requirements at these locations.

Aircraft Towing

- 28.11 The Company will provide the trained maintenance personnel for the towing of aircraft. Pilots will not be required to do any ground towing of aircraft.

LETTER OF UNDERSTANDING #1

This letter of understanding is between Bearskin Lake Air Service Ltd., (the Company) and the Air Line Pilots Association, International (the Association) regarding:

Northern ~~Aboriginal~~ Police Service

This Letter of Understanding is made pursuant to Article 11.3 of the Collective Agreement with respect to the Stand Alone Contract to supply services to the Northern Aboriginal Police Service. This letter will confirm the intent of the parties and the application of the terms and conditions applying to Pilots supplying these services. The parties agree that the terms and conditions of the Collective Agreement apply except as specifically set out below. The parties further agree that Pilots covered by this Letter of Understanding shall be entitled to the full benefit of the Canadian Aviation Regulations, as amended from time to time, and that, in the event there is an inconsistency between this Letter of Understanding and the Canadian Aviation Regulations, the latter shall prevail.

1. The Stand Alone Contract will operate under the Air Taxi 703 rules. This agreement will cover the period from the date of signing of this Letter of Understanding until the expiry date of the current Collective Agreement on December 31, 2004. The parties may renew the terms of this Letter of Understanding in conjunction with a renewal of a subsequent Collective Agreement and in accordance with the Canada Labour Code.
- 2.(a) Pilots will be allowed to bid for any of the posted positions. Successful applicants who accept these positions are governed by the Collective Agreement, as modified by the Stand Alone Contract, are members of the bargaining unit, accrue seniority in the contract term of assignment as defined below. Upon completion of their contract term of assignment, Pilots will be allowed to exercise their rights under the Collective Agreement for re-entry into the regular Bearskin system.
 - (b) Posting of future position vacancies will be for a minimum period of three (3) calendar days.
3. The contract assignment term of the Pilot positions will be one (1) year from the effective date stated on the position posting. Pilots may, at the discretion of the Company, be allowed to bid for posted vacancies in the regular Bearskin system after having served six (6) months of the contract term.
4. Pilots will be required to sign Training Agreements and/or Promissory Notes where applicable. Such Agreements or Notes, if signed prior to an interview with the Customer, will not be binding if the Pilot fails to pass the NAPS interview.
5. Qualifications will be as stated on the position vacancy posting.
6. Specific terms and working conditions will consist of but are not limited to the following:
 - (a) Pilots will be required to be on-call as required.
 - (b) Overnight accommodations away from base may be shared.
 - (c) Pilots will be based out of Sioux Lookout and commuting will not be permitted during scheduled days on.
 - (d) Scheduling and shift cycles will be as determined by the Company.
 - (e) Pilots will not receive per diems as per the Collective Agreement.

7. The rates of pay for Pilots under this contract shall be as follows:

<u>A100 Aircraft</u>	<u>Captain</u>	<u>First Officer</u>
Level 1 0 – 1 Year	\$39.27	\$22.60
Level 2 after 1 Year	\$43.79	\$25.21

A minimum guarantee of eighty (80) flight hours per month will apply retroactively to the date of ratification and the company shall retract notice to the past and present NAPS pilots of its intent to reclaim any alleged overpayment.

8. Articles of the Collective Agreement which will not apply are listed below:

2.1.16	3.1 (a,b,c,d)	4.1.1	5.1.1	15.6	19.4	Entire Section 28
2.1.24	3.2.2	4.1.2	5.2 General	15.7	19.5	
2.1.32	3.4	4.1.3	5.3 Pairing Construction	15.8	19.8	
2.1.35	3.9	4.1.4	5.4 Schedule Construction	15.9	19.9	
2.1.36	3.11	4.1.5	5.5 Trip Trades	15.11	19.10	
		4.1.6	5.6 Reserve	15.13	19.11	
		4.1.8	5.7.1	15.16	19.12	
		4.1.9	5.7.2 (d)		19.14	
		4.1.10	5.7.2 (e)			
		4.1.11	5.7.3			
		4.1.13	5.8 Reassignment			
		4.2.1	5.9 Displacement			
		4.2.2				
		4.2.3				

9. Normal crewing levels for NAPS will be no less than two (2) Captains and two (2) First Officers. In the event crewing levels fall below this level, the company may utilize any qualified A100 pilot to meet its NAPS obligations. When this situation arises the Company will try to restore normal crewing levels as soon as possible. Under no circumstances will regular Bearskin Pilots be used for more than Forty five (45) days except by mutual agreement between the Company and the Association. It is understood that any pilot so assigned shall maintain all rights and privileges as provided for in the current Collective Agreement, with the exception of the following:

4.1.8	4.1.13	5.8.2 (c)	19.4 (greater of NAPS or JV)	19.9	19.14	28.0 All
4.1.9	4.2.3		19.5	19.1		
4.1.10	5.2.3		19.8	19.12		

10. Disputes arising under this Stand Alone Contract between the Pilot and Bearskin Lake Air Service Ltd. will be addressed through the Grievance Procedure set out in the Collective Agreement.

Disputes involving the Pilot and the Northern Aboriginal Police Service will be addressed through the Director of Operations for Bearskin Lake Air Service Ltd.

Dated at Thunder Bay, Ontario this 1st 80 day of August, 2000.

For: BEARSKIN LAKE AIR
SERVICE LTD.

N. Barrett
Bud Rath

For: AIR LINE PILOTS
ASSOCIATION

Dennis Bloss
[Signature]
[Signature]
Michael Balogh
[Signature]

LETTER OF UNDERSTANDING#2

This letter of understanding is between Bearskin Lake Air Service Ltd., (the Company) and the Air Line Pilots Association, International (the Association) regarding:

Employment Equity

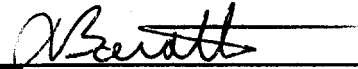

The Company and the Association recognize the need to conform to the Federal Governments Employment Equity Program. The parties recognize the need to achieve equality in employment opportunities in the workplace. When real or artificial barriers to the advancement of employment equity become apparent, the parties will consult. A meeting will be convened to provide the Association with an opportunity to present its views concerning:

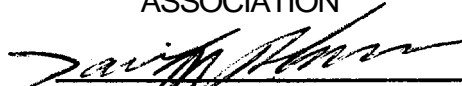


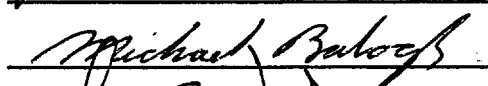

- (a) the elimination of any practices or conditions imposed through the Collective Agreement respecting employment equity; and
- (b) any assistance the Association could provide to the Company in order to facilitate the implementation of employment equity in the workplace and the communication to employees of matters relating to employment equity; and
- (c) the preparation, implementation and revision of the Company's employment equity plan.

Dated at Thunder Bay, Ontario, this 1st day of August, 2000.

For: BEARSKIN LAKE AIR
SERVICE LTD.

For: AIR LINE PILOTS
ASSOCIATION

84