

**COLLECTIVE AGREEMENT NO. 1**

*BETWEEN*

*CANADA 3000 AIRLINES LIMITED*

*AND*

*THE CANADA 3000 AIRLINES LIMITED PILOTS*

*AS REPRESENTED BY*

*THE PILOTS ASSOCIATION OF CANADA (PAC)*

*THE PILOTS ASSOCIATION OF CANADA (PAC)*  
*2000-01-01*

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**ARTICLE 1 PREAMBLE**

- 1.01 This Agreement is made and entered into by and between CANADA 3000 AIRLINES (hereinafter referred to as the Company) and the PILOTS ASSOCIATION OF CANADA (hereinafter known as the Association) representing Pilots, as hereinafter defined, in the employ of the Company.
  
- 1.02 In making this Agreement, the parties hereto recognize that compliance with the terms of this Agreement and the development of a spirit of co-operation are essential for mutual benefit and in the public interest.

**ARTICLE 2 PURPOSE**

- 2.01 The purpose of this Agreement is in the mutual interest of the Company and the employees to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible in the highly competitive air transportation market, the safety of air transportation, the efficiency and economy of operations, the maintenance of a high degree of quality of flight operations, and the continuation of employment, of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company, the Association and the employees to cooperate fully, both individually and collectively, for the advancement of this purpose.

### ARTICLE 3 - RECOGNITION AND MANAGEMENT RIGHTS

- 3.01 **The** Company recognizes the Association as the sole Collective Bargaining Agent for all pilots employed by the Company excluding Vice- President Flight Operations, Chief Pilots, Assistant Chief Pilots and those above.
- 3.02 Management of the Company and the direction of the working force are vested solely and exclusively in the Company, and shall not in any way be abridged except by specific restrictions as set forth in this Agreement.
- 3.03 The Company hereby retains the sole and exclusive control over any and all matters concerning the operation and management and administration of its business.
- 3.04 Without **limiting** the generality of the foregoing, the Company's rights shall include the right to:
- (a) Select, hire, transfer, promote and demote employees and to discipline or discharge employees; to require employees to observe Company rules and regulations not inconsistent with the terms of this Agreement.
  - (b) Maintain order, discipline and 'efficiency.
  - (c) Determine and change the service and business of the Company and the schedules with respect to same.
  - (d) Determine and change the locations where the Company's business is carried on.
  - (e) Determine and change the methods of carrying out the Company's business and service.
  - (f) Set uniform standards for the performance of work.
- 3.05 The foregoing enumeration of Management Rights shall not be deemed to exclude other rights of Management not specifically set forth. The Company, therefore, retains all rights not otherwise specifically covered by this Agreement irrespective of whether the same have been hereto exercised.

3.06 In view of the rights provided by this Agreement the  
‘Technological Change provisions of the Canada  
Labour Code shall not apply except to a technological change  
which causes the furlough of a Pilot under Article 22.01.

## ARTICLE 4 DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings unless otherwise specified. All references to the male gender will be assumed to refer to both the male and female gender.

- 4.01 **Adversely Affected** means any Pilot who loses his base, equipment or status.
- 4.02 **Agreement** means the Collective Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters or written amendments signed by authorized Company and Association officers.
- 4.03 **Base** means an airport designated by the company from which Pilots carry out flying.
- 4.04 **Block** means a series of pairings and time off assigned to a Pilot for a given month.
- 4.05 **Blackholder** means a Pilot who holds a flying block.
- 4.06 **Book Off** means a voluntary withdrawal of a Pilot from active flight duty for medical or compassionate reasons. A Pilot will remain on book off status until booked back on.
- 4.07 **Captain** means a Pilot who is in command of the aircraft and its crew members while on flight duty. The Captain is responsible for the manipulation of or who manipulates the flight controls of an aircraft while underway, including without limitation the operation of the aircraft from the time of boarding to the time of deplaning. The Captain must be properly qualified and designated by the Company as a Captain and holds currently effective Transport Canada and other Governmental certificates authorizing him to serve as such Pilot.
- 4.08 **Cumulative Compensated Service** shall refer to the total time without a break in the employment relationship during which a Pilot has been employed and paid wages by the Company since his last date of hire. Cumulative Compensated Service does not include Leaves of Absence, Furlough and Long Term Illness.
- 4.09 **Data Recorder** shall include Cockpit Voice Recorders, current Flight Data Recorders, automatic Flight Data Reporting System (ACARS), and any video or audio equipment used to record pilot performance.



- 4.10 **Date of Hire** means the first day of paid employment by the Company as a Pilot.
- 4.11 **Day** means a twenty-four (24) hour period commencing at 0201 hours measured at the pilot's PBA.
- 4.12 **Deadheading** means the positioning of a non-operating Pilot from one location to another at Company request.
- 4.13 **Displacement** means when a pairing or part of a pairing has been removed from a crew member's block for training or checking purposes.
- 4.14 **Draft** means the assignment of a Pilot to any duty not in his awarded block.
- 4.15 **Duty Period** is the elapsed time during which a Pilot is continuously on duty from scheduled reporting time (or actual reporting time, whichever is later) until time of release from duty and which is not broken by a rest period of eight (8) hours or more.
- 4.16 **Equipment** means any one of the following:
- a) A318/319/320/321
  - b) A318/319/320/321/330 up to model 300
  - c) B757
  - d) B757/767
  - e) A310
- 4.17 **First Officer** means a Pilot who is second in command of the aircraft and whose duty is to assist or relieve the Captain, and who is properly qualified to serve as and holds currently effective Transport Canada and other Governmental certificates authorizing him to serve as such First Officer.
- 4.18 **Flight Time means** out time to in time as recorded in the journey log book.
- 4.19 **Furlough** means a lay-off of a Pilot: from active flying duty,
- 4.20 **Guaranteed Day Off (GDO)** means a day starting at 0201 local time at the Pilot's PBA on which a Pilot is not scheduled or required to report to work for any of the following:
- a) flight duty
  - b) flight or ground training
  - c) reserve duty
  - d) deadheading

- e) any other form of work.
- 4.21 **Manufacturer's Aircraft** means:
- a) A318/319/320/321/330
  - b) B757/767
  - c) A310
- 4.22 **Month** means a complete calendar month commencing 02:01 on the first day of the month except the months of January, February and March shall be divided into three (3) periods beginning from January 1st to January 30th inclusive, January 31st to March 1st inclusive (including a leap year), and March 2nd to March 31st inclusive.
- 4.23 **Pairing** means a prearranged flight or series of flights that will be identified for bidding and scheduling purposes.
- 4.24 **Permanent Bid Assignment (PBA)** means the position held by a Pilot in the system in regard to base, equipment and status but does not guarantee the permanence of same. A change in any or all of the preceding shall constitute: a change in the Pilot's Permanent Bid Assignment (PBA).
- 4.25 **Pilot** means an individual operating in a capacity for which a Pilot license is required.
- 4.26 **Reassignable** means a Pilot who is eligible for reassignment due to a cancellation or displacement from his assigned block or early return from other absence.
- 4.27 **Reserve** means a Pilot is required to be available at a designated telephone number to receive flight duty assignments and to report for flight duty not later than two (2) hours after the assignment is received.
- 4.28 **Rest Period** means a period of time free from all duty with the Company as defined in the Canadian Air Regulations (See Scheduling Rules for specific rest periods).
- 4.29 **Seniority** means the relative standing on the seniority list as determined in Article 17.
- 4.30 **Status** means Captain or First Officer as designated by the Company.
- 4.31 **Supervisory Pilot** means the Vice President Flight Operations, Chief Pilots(s), Assistant Chief Pilot(s).

- 4.32 **Temporary Bid Assignment** means a temporary position held by a Pilot at a base other than the base designated in his Permanent Bid Assignment. A change in Temporary Bid Assignment shall not constitute a change in the Pilot's Permanent Bid Assignment (PBA).
- 4.33 **Trip Time** (otherwise referred to as Time Away From Base or "TAFB") means a period commencing at the Pilot's PBA at the scheduled reporting time or actual reporting time, whichever is later, and continues until the Pilot is released from duty at his PBA for a legal rest period.

**ARTICLE 5 CLASSIFICATION**

5.01 All Pilots employed will be designated by the Company as:

- a) Captain
- b) First Officer

## ARTICLE 6 WAGES

- 6.01 a) The rates of remuneration for all duties covered by this Agreement for the duration of this Agreement are set out in Appendix A.. Rates of pay for overtime are set out in Appendix AI.
- b) Pilots hired or upgraded prior to or on May 1, 1998 will continue to progress in the pay scales as set out in Appendix A and AI on November 1 annually, ,
- c) Pilots hired or upgraded after May 1, 1998 will be paid in accordance with their years of service as follows:
- (i) First Officers - years of service with the company as a First Officer in accordance with the pay scales as set out in Appendix A and AI.
  - (ii) Captains - years of service with the Company as a Captain in accordance with the pay scales as set out in Appendix A and AI.
- d) Check Pilots will receive an additional sum as per the following:
- (i) B- Check - \$ 6,000.00 per annum.
  - (ii) A- Check - \$12,000.00 per annum,
- e) The Flight Safety Officer shall receive an additional sum. of \$12,000.00 per annum.
- f) **Profit Sharing**
- An amount equal to 2.5% of the Company's profit prior to Income Tax shall be made available to pilots according to the Company's Profit Sharing Plan. The Plan does not form part of this Agreement.
- 6.02 In the event a Pilot exceeds ninety (90) credit hours per month, such, excess hours will be payable at hourly rates of pay as per Appendix AI.
- 6.03 For pay purposes, the date of classification and/or reclassification shall be the first day following the successful line check flight.

**ARTICLE: 7 DEADHEADING**

- 7.01 Pilots shall not be planned to deadhead on the flight deck. However, they may be required to do so in unusual circumstances. Where there are repeated requirements for deadheading on the flight deck, the parties will discuss it with a view to minimizing future requirements.
- 7.02 A Pilot deadheading in the passenger cabin will not be restricted to non-reclining seats.
- 7.03 Pilot deadheading will be on company aircraft in economy class or in Club Class when available on the assigned flight. If deadheading on another carrier, pilots will travel economy class in Canada, USA including Hawaii, Mexico, and the Caribbean or when deadheading on flight of less than six (6) hours. Deadheading when on another carrier, to other parts of the world where the duration of the flight(s) is in excess of six (6) hours or between Toronto and Hawaii, business class will be used when available on the assigned flight.

**ARTICLE 8 TRANSFER TO NON-FLYING OR MANAGEMENT DUTY**

- 8.01 A Pilot transferred to non-flying or management duty will retain and continue to accrue seniority, provided that such Pilot maintains at all times a valid Pilot licence. If such Pilot permits his specified licence to lapse, his seniority will be frozen and will have a period not to exceed one (1) year in which to regain such specified licence, at which time his seniority will again commence to accrue.
- 8.02 When a Pilot is performing non-flying or management duty on account of sickness or injury, or becomes sick or injured while on such duty, the provisions of Clause 8.01 shall not apply, and such Pilot shall retain and accrue seniority during such period of sickness or injury whether or not he is able to maintain his Pilot licence required for his status until he is able to return to flying duty.
- 8.03 When a Pilot assigned to management or non-flying duties returns to line-flying, he shall exercise his seniority to:
- a) Displace a more junior Pilot at the base where he last held a Permanent Bid Assignment,
- OR
- b) Bid a vacancy or displace in accordance with Article 23.
- 8.04 A Supervisory Pilot may be removed from his Supervisory position at the discretion of the Company and such action is not within the scope of this Agreement. If the Company terminates a Supervisory Pilot, he shall first be returned to the bargaining unit as above and the termination of his employment as a bargaining unit member shall be subject to the terms of this Collective Agreement.
- 8.05 Any dispute arising hereunder concerning the medical fitness to fly of such non-flying or management Pilot will be settled in accordance with Article 21.

## ARTICLE: 9 MISCELLANEOUS AND SUPERVISORY PILOT FLYING

- 9.01 Only pilots on the Canada 3000 seniority list will be assigned to any flight duty on aircraft operated by Canada 3000 except as follows:
- a) in the event new types of aircraft are procured, or an unscheduled increase in flying occurs, qualified pilots may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders on newly created vacancies or supplementing the existing Canada 3000 pilot force while Canada 3000 pilots are trained and/or hired to fill these vacancies;
  - b) these pilots contracted on a temporary basis shall only be bound by the Hours of Service and Dues Deduction provisions of the Collective Agreement;
  - c) the period of the association with the Company of pilots utilized in a) and b) shall not exceed the time required to complete the training of the Canada 3000 pilots;
  - d) no pilot may be furloughed during the period in c);
  - e) there is no compensation to Canada 3000 pilots in the above circumstances;
  - f) flying performed by pilots representing aircraft or component manufacturers when flying for the purpose of technical evaluation of Canada 3000 aircraft or procedures;
  - g) flight training or line indoctrination of pilots from Transport Canada or other airlines;
  - h) flying in f) and g) will only be performed on a previously assigned flight and any Canada 3000 pilot displaced from scheduled flying will be compensated as if he had flown the flight(s) excluding expense allowances.
  - i) the terms of the Collective Agreement do not apply to 9.01 f) and g).
- 9.02 For planning pilot staffing requirements, the total revenue flying time to be operated by the Vice President Flight Operations and the Chief Pilot(s) shall not be planned to exceed three hundred sixty (360) hard hours per



person, and in the case of the Assistant Chief Pilot(s), five hundred (500) hard hours per person.

9.03 Flying as described in 9.02 above may be pre-selected or bid in accordance with seniority, and shall not include:

- a) displacement flying, in which a pilot who has been scheduled for and is ready to fly, is displaced by a supervisory pilot, in which case the scheduled pilot will be credited with the scheduled flying time so displaced. A pilot so displaced shall be reassignable on the day(s) originally scheduled, provided such reassignment does not interfere with guaranteed days off or his next scheduled pairing.
- b) training, checking and route/airport evaluations.
- c) flying to replace a pilot who is not available as scheduled.
- d) additional flying not previously scheduled,

## ARTICLE 10 TRAVELLIN G EXPENSES

10.01 A pilot will be paid the following expense allowance for each hour or fraction thereof to the nearest minute for time on the ground excluding surface deadheading of less than one (1) hour when away from his PBA base on company business for all periods over four (4) hours commencing at arrival time and ending at departure time according to the following schedule. The applicable rate shall be that of the destination at which the pilot will take the rest period.

Effective November 1, 1998:

All in Canadian dollars:

Canada	\$3.00
Australia	\$3.05
Austria	\$3.50
France	\$3.80
Germany	\$3.35
Iceland	\$4.00
Ireland	\$3.70
Netherlands	\$3.70
New Zealand	\$2.70
Portugal	\$3.35
Switzerland	\$4.25
United Kingdom	\$3.85
United States	\$3.45
*Other	\$3.20

\* Is for unplanned layovers which are not part of a series of flights.

In addition, transportation to and from rest quarters away from the airport shall be provided by the Company on arrival and departure.

10.02 The foregoing expense allowance amounts will be reviewed effective November 1, 1999 and annually thereafter based on the Treasury Board of Canada Secretariat report of Daily Meal Rates at Locations Abroad issued annually closest to October 1 in each year. The total daily meal cost in such report for each country listed as "other" shall be adjusted into Canadian dollars based on exchange rates as reported in the Globe and Mail on November 1 of each year.

If such report is discontinued the parties shall agree on another survey which most closely reflects the costs in the October, 1998 Treasury Board report.

- 10.03 In addition to the expenses outlined in Clause 10.01 of this Article, the Company will pay the costs of hotel accommodations (single rooms) for each pilot. It shall be the responsibility of the Company to make the necessary reservations for the accommodations herein. For flights involving hotel accommodation, an allowance shall be provided to the Captain to pay a gratuity of ten dollars (\$10.00) to cover both check-in and check-out for the entire flight crew. These funds will be reimbursed to the pilot via a Company expense report.
- 10.04 The Company shall provide transportation for pilots when required as follows:
- a) to and from the airport and any location away from the airport at which pilots are required to report for duty;
  - b) to and from the airport and the hotel when the pilot is away from his PBA;
  - c) to and from a training facility when the training facility is not at his PBA. Pilots undergoing upgrade or transition training away from his PBA will be furnished a rental car during the period of such training. Up to four (4) pilots assigned to the training will share this vehicle.
  - d) pilots on a TBA. These pilots will be provided a rental car during the period of assignment.
  - e) A rental car will be assigned to the operational flight crews for wet lease operations away from a Company base.
- 10.05 For any duty period greater than four (4) hours, a meal will be provided. For any duty period greater than eight (8) hours, two meals will be provided. The pilot will be paid fifteen dollars (\$15.00) per meal not provided.
- 10.06 The Company shall reimburse each pilot for the costs of inoculations and any airport or government charges, such as head tax, incurred while travelling on Company business. The Company will pay for visas required for single contracted pairings as in Article 12.01 (n).

**ARTICLE 11 UNIFORMS**

- 11.01 The Company will supply initial uniforms, badges, shirts, four (4) and four (4) replacement shirts every year and replacement uniforms every three (3) years.
- 11.02 The cost of all weather coats and winter coats will be borne by the Company.
- 11.03 Pilots will receive a uniform cleaning allowance of thirty (\$30.00) per month.

## ARTICLE 12 HOURS OF SERVICE

### 12.01 Credits

#### a) **Flight Time Credits**

A **pilot** shall receive **flight** time credits for any flight duty period actually worked, equal to the greater of the following:

- (i) the actual flight time, OR
- (ii) the scheduled flight time, OR
- (iii) the minimum duty period guarantee of four (4) hours, OR
- (iv) a credit of one-half (1/2) of the actual duty period, OR
- (v) a trip hour guarantee of one (1) hour for each four (4) hours of total trip time commencing at the scheduled reporting time (or actual reporting time, whichever is the later) at his PBA prior to the first flight in a pairing until release from duty at his PBA after the last flight in the pairing.

#### b) **Training Credits**

A pilot in training which is not part of a pairing which **includes** revenue flying by the pilot will be credited with the following:

- (i) two hours and fifty minutes (2:50) for each day of initial training, upgrade or downgrade training, differences training, and deadhead travel to and from such training. No other credits or GDO's will be accrued during such days,
- (ii) two hours and fifty minutes (2:50) for any other day of training and associated travel. No other credits will be accrued for such days.
- (iii) Check Pilots will receive six (6) hours credit for each simulator session.
- (iv) for remedial training, the pilot shall receive the credits in Article 12.01 (b) (i) and (ii) for work distribution purposes, but not for pay.
- (v) four (4) hours credit for a training pilot for each day or simulator session.

c) **Deadheading Credits**

A pilot shall receive credit for any duty period consisting of deadheading only, at the greater of

- (i) two hours and fifty minutes (2:50), OR
- (ii) one-half (1/2) of the time from scheduled departure to scheduled arrival at final destination with no per diem allowance during the period.

These credits shall apply to all modes of transportation used for such deadheading provided that there is no credit for ground transportation of scheduled length of one (1) hour or less.

d) **Vacation Credits**

A pilot shall receive 3 hours 45 minutes (3:45) per day of vacation.

e) **Medical Leave of Absence**

A pilot shall receive two hours and fifty minutes (2:50) per day planned in the pilot's block as Medical Leave of Absence known prior to the bid closure and for which no other credit is given.

f) **Base Transfer Credit**

A pilot shall receive two hours and fifty minutes (2:50) per day taken for such purpose according to Article 32.02 and for which no other credit is received.

g) **Reserve Day Credit**

A. pilot shall receive two hours 50 minutes (2:50) per reserve day of up to fourteen (14) hours for which no other credit is given. Reserve day(s) will be bid for and/or assigned as part of the bid window in accordance with seniority.

h) **Duty Change/Cancellation Credit and Reassignments**

A pilot who is reassignable as in Article 4.26 shall be treated as follow s:

- 1) If crew scheduling directs him to remain reassignable he shall receive the credit for the cancelled flight and shall call crew scheduling between 18:00 and 20:00 local at his PBA each evening prior to each day of the displaced or cancelled pairing or planned absence to confirm reassignment. Such reassignment shall not extend beyond the original assignment or planned absence and any succeeding Grey Days. If the pilot is reassigned as above he shall receive ~~the~~ appropriate credit for the greater of the duty completed or the duty originally scheduled.
  - 2) If the pilot is told by crew scheduling that he is not reassignable he shall receive no credit for the duty that was scheduled but cancelled before he reports for duty and he will be considered to be on a Grey Day.
  - 3) If the duty is changed after he reports for the duty at the assigned time, he shall receive the appropriate credit for the greater of the duty completed or the duty originally scheduled or, in the case of cancelled flight duty, the minimum duty period guarantee as in Article 12.01(a) (iii).
- i) Not more than one (1) credit shall be given for any one (1) hour.

j) **Wet Lease Out**

The pilot shall receive credits and per diem allowance according to this Agreement except for specific agreements between the Company and the Association.

k) **Displacement Credits**

A pilot shall receive the Flight Time Credits provided in Article 12.01 (a) if displaced from a flight or flights in his block by Supervisory flying, Transport Canada flying or Training. He shall receive no other credit for such day displaced unless reassigned to other flight duty which entitles him to greater credit than the flight(s) displaced.

l) **Meeting Credit**

A pilot shall receive two hours and fifty minutes (2:50) for each day of meetings that are requested by the Company including each separate day of travel to and from such a meeting, provided no other credit is given for such a day. This credit does not apply to

PAC representatives requested to be present at discipline or grievance meetings or arbitration.

- m) A pilot who books off shall receive no credit for such day(s) of book off. If the pilot books back on before the completion of a pairing which he did not fly because of the book off, he shall be assigned a Reserve for the remaining day(s) and shall receive Reserve credit.

n) **Single Contracted Pairings**

A single contracted pairing of greater than twenty (20) days will be credited with the maximum hours of the bid window on a weighted average basis for the month(s) in which the pairing occurs and there shall be one (1) less GDO for each three (3) days on such pairing. Such pairings will be bid in the order of system seniority with the absolute right of refusal from amongst pilots on the appropriate equipment, and status subject to the requirement that the most junior of such pilots shall fly if all others refuse. The Company reserves the right to elect to add a management pilot as a third pilot and pilot in command.

**12.02 Overtime**

- (i) Overtime rates will be as follows:

**November 1, 1998**

Captains - \$105.00  
First Officers \$ 55.00

- (ii) The hours of work shall be averaged over the month for the purposes of the: Canada Labour Code.

12.03 When a duty period is scheduled to start in one month and to end in another, it shall be credited to the month in which it was scheduled to start.

12.04 The Company shall maintain a standard method of notifying pilots of the departure time of their trips. The Company shall notify pilots promptly of any cancellations, extensions, delays or deferrals of their trips provided such notification does not interrupt required crew rest.



### 12.05 **Guaranteed Days Off (GDO)**

- a) All pilots will be entitled to receive a minimum of ten (10) Guaranteed Days off in each month. A pilot will not be assigned any stand alone GDO's by Crew Planning.
- b) The number of GDO's granted in a month will be reduced by one (1) day for every three (3) days of credit for Base Transfer or Medical Leave of Absence or Training under 12.01 (b) (i).

12.06 A pilot shall not be scheduled for any flying duty within twenty-four (24) hours block to block of returning to home base after completing a duty day transiting MNPS airspace which terminates more than four (4) time zones from where it originated. (See Scheduling Rules)

### 12.07 **Reserve Duty**

Reserve is broken down into two different time frames referred as "A" and "B" reserve coverage. Both reserves will be a fourteen (14) hour period "A" reserve coverage will commence at 03:01L and finish at 17:00L "B" reserve coverage will commence at 12:01L and finish at 02:00L

Note: A day of reserve only is not a flight duty period. Reserve duty does not constitute flight duty under Time Free From Duty rules as follows:

- i) Each crew member must be provided at home or away from home base at least twenty four (24) consecutive hours free from duty following three (3) consecutive flight duty time assignments that exceed twelve (12) consecutive hours unless the flight crew member has received at least twenty four (24) consecutive hours free from flight duty between each of these flight duty assignments.

### 12.08 **Assignment of Additional Duty**

Pilots may be assigned to additional duty not scheduled on their blocks. Additional flying duty, including related deadheading shall be assigned amongst pilots in the same base, equipment and status in the following sequence. The Company reserves the right to assign any flight to a management pilot without regard to the following sequence and such flying shall be deemed to be "additional flying" under 9.03 (d).

- a) Call-outs within twenty-four (24) hours prior to the start of a pairing to pilots who are:
  - (i) reassignable

- (ii) on scheduled reserve
  - (iii) on a Grey Day (no duty, GDO, leave or vacation scheduled) in the reverse order of seniority amongst those who have less than ninety (90) projected credit hours in the month.
  - (iv) on a GDO and who have previously registered their willingness to accept a GDO draft in order of seniority from amongst those who have less than ninety (90) projected credit hours in the month and whose blocks would be least disrupted. A pilot on a GDO may initially refuse such assignment provided that if all pilots at the base, equipment and status on GDO's have refused, the junior of such pilots may be required to fly as assigned.
- b) Call-outs more than twenty-four (24) hours prior to the start of a pairing to pilots who are:
- (i) reassignable.
  - (ii) on a Grey Day (no duty, GDO, leave or vacation scheduled) in reverse order of seniority amongst those who have less than ninety (90) projected credit hours in the month.
  - (iii) on scheduled reserve.
  - (iv) on a GDO and who have previously registered their willingness to accept a GDO draft in order of seniority from amongst those who have less than ninety (90) projected credit hours in the month and whose blocks would be least disrupted. A pilot on a GDO may initially refuse such assignment provided that if all pilots at the base, equipment and status on GDO's have refused, the junior of such pilots may be required to fly as assigned.
- c) In order to ensure the departure of a flight the Company may vary the sequence of call-outs where time is critical by calling a pilot who has previously registered his willingness to accept a GDO draft.
- d) **A GDO Flying Register Book**

A GDO Flying Book will be maintained by Crew Scheduling for any pilot expressing their willingness to accept a GDO draft for pay and credit purposes under Article 12.09 a)

To GDO fly, advise Crew Scheduling on the date(s) you have GDO's and you wish to fly. Least block disruption within the award will be taken into consideration.

The following criteria must be met in order to be awarded an open flight:

- a) Guaranteed days off (GDOs) will be forfeited and not replaced.
- b) The pilot must be legal in all aspects - crew rests, hard hours, etc.

#### 12.09 Compensation for Call-Out or Flight Extending into GDO

- a) A. pilot who is called out by the Company and flies on a GDO shall be paid in addition to his salary for all credit hours earned on the GDO and such GDO shall not be replaced.
- b) A. pilot whose previous duty day extended past 0200 into a GDO shall be paid in addition to his salary those credits provided in Article 12.01 earned on that portion of the flight or pairing which occurs on the GDO and such GDO shall not be replaced.

#### 12.10 Credit for GDO Call-Out

A pilot accepting a Company call-out for a pairing which includes a GDO shall receive credits (as in Article 12.01 a)) as follows:

- a) If drafted on a pairing which includes a GDO and he thereby becomes illegal for a subsequent pairing (the "displaced pairing"), he shall receive credit for the greater of
  - (i) the credits earned during the GDO, OR
  - (ii) the credits lost on the displaced pairing.

#### Example

A pilot is drafted on a GDO for a pairing which accrues five (5) credit hours - he receives pay at overtime rates for those five (5) hours under 12.09 a).

If as a result of this GDO draft he becomes "illegal" for a subsequent pairing worth eleven (11) hours, he would also receive credits towards his monthly total hours for those eleven (11) hours which he lost, but not the five (5) hours actually flown ("the greater of").

If the reverse occurred, and the pilot was drafted on a GDO for a pairing worth eleven (11) hours and became "illegal" for a subsequent five (5) hour pairing, he would receive eleven (11) hours payment under 12.09 a) and credits towards the monthly total of eleven (11) hours ("the greater of").

- b) If he is reassigned ~~during~~, a subsequent day of the displaced pairing, he shall receive credit for the greater of
  - (i) the credit earned during the GDO plus the total credits earned during the reassignment, OR.
  - (ii) the credits of the displaced pairing.

#### Example

A pilot is drafted on a GDO for a pairing which accrues five (5) hours becomes "illegal" for his next day's pairing which would have been worth six (6) credit hours.

If he is not reassigned during the "illegal" pairing period, he is paid five (5) hours and credited with six (6) hours as in a) above.

If he is reassigned, he would receive payment and credits for the five (5) hours actually earned on the GDO, plus credits for either:

- (i) the "illegal" pairing hours lost, or;
  - (ii) the reassigned pairing hours actually flown, whichever is the greater.
- c) Such credits shall accrue towards overtime entitlement under Article 12.02.
  - d) The rate of pay for credit hours earned on a GDO shall be determined in Article 12.02.

## ARTICLE 13 VACATION AND GENERAL HOLIDAY PERIODS

13.01 The vacation year shall commence November 1<sup>st</sup> in any year and terminate on October 31<sup>st</sup>.

### 13.02 Vacation Entitlement

- a) A pilot who, by November 1<sup>st</sup> of the vacation year has had cumulative compensated service ~~with~~ the Company off less than one (1) year shall be granted 1.25 days (rounded to the nearest whole day with .5 becoming 1) of vacation for each month of employment up to October 31<sup>st</sup> and must take such vacation days prior to October 31<sup>st</sup> at times agreed to between the pilot and Crew Planning.
- b) A pilot who, by November 1<sup>st</sup> of the vacation year will have had cumulative compensated service with the Company of less than six (6) years shall be granted fifteen (15) vacation days during the vacation year.
- c) A pilot who, by November 1<sup>st</sup> of the vacation year will have had cumulative compensated service of six (6) years or more shall be granted twenty-one (21) vacation days during the vacation year.
- d)(i) Any excess of vacation pay paid over vacation pay earned shall be a debt to the Company and may be deducted *from* remaining pay(s) upon cessation of employment.
- (ii) Any excess of vacation pay paid over vacation pay earned shall be a debt to the Company and deducted *from* future vacation accrual after recall from furlough.
- e) Vacation accrual shall be reduced by 1.25 days under 13.02 a) and 13.02 b), and 1.75 days under Article 13.02 c) for such thirty (30) consecutive days of leave of absence, *furlough*, or absence due to illness or accident and the reduction will be applied to the following year's entitlement.

13.03 Vacations shall not be cumulative and shall be taken during the year in which vacation was accrued unless exceptional circumstances warrant otherwise and prior arrangements, confirmed in writing, are agreed to between the pilot and the Company, and the Association will be notified in writing.

13.04 Any vacation entitlement period must be taken as a minimum of seven (7) vacation days except as in 13.05 and 13.17. During the period commencing June 25<sup>th</sup> to September 7<sup>th</sup> a pilot with less than six (6) years of employment

can bid for a maximum of fifteen (15) vacation days. A pilot with six (6) years or more of employment can bid for a maximum of twenty-one (21) vacation days. Any surplus vacation slots during the period of June 25th to September 7th will be awarded by seniority.

- 13.05 If a pilot indicates on his vacation bid form his willingness to accept a vacation bid of less than seven (7) days, such vacation period may be awarded, if available, according to Article 13.08. No vacation period shall be less than five (5) days.
- 13.06 A pilot will accumulate extra days off in lieu of General Holidays at the rate of one (1) day for each of the following days that occurred during the time that the pilot has had an active employment relationship with the Company excluding those which fall during Leave of Absence, Sick Leave, Furlough, Long Term Disability:
- Civic Holiday (in lieu of Remembrance Day) - excluding Quebec
  - Christmas Day
  - Boxing Day
  - New Year's Day
  - Good Friday
  - Victoria Day
  - Canada Day
  - Labour Day
  - Thanksgiving Day
  - St. Jean Baptiste Day (in lieu of Remembrance Day) - Quebec only. These extra days off will be bid as additional vacation subject to Articles 13.03/13.04/13.05/13.16.
- 13.07 Check pilots and Flight Safety Officer(s) shall receive an additional six (6) days vacation.
- 13.08 The Company shall, by the first day of September in each year, distribute Vacation Bid Packages for the following vacation year indicating the vacation allocations for each month and the pilots' entitlements.
- 13.09 A pilot will have until September 21st to bid his vacation entitlement.
- 13.10 The initial vacation entitlement will be published no later than October 1st.
- 13.11 a ) No vacation entitlement will commence with less than thirty (30) days' notice without the consent of the pilot.
- b) The Company will endeavour to give at least thirty (30) days' notice of any other change in vacation entitlement and such changes shall be by

mutual consent where required to maintain operation provided that the replacement time shall be scheduled by mutual agreement,

- c) Where the vacation is cancelled or rescheduled by the Company after being awarded, the Company will reimburse the pilot for his non-refundable vacation costs forfeited as a result of such cancellation or rescheduling.

- 13.12 Pilots will be awarded their vacation in order of seniority on their PBA at the time of award subject to the: rules of Article 13.
- 13.13 A pilot who undergoes a change in his PBA, who has not taken all of his vacation may be required to relinquish the remainder of his previously awarded vacation on the date he moves or commences training. He will then bid for available vacation in his new position.
- 13.14 A pilot transferring to a new PBA after vacations have been awarded shall not be allowed to disrupt the awarded vacations at his new base.
- 13.15 Pilots in the same PBA may mutually exchange vacation prior to the bid deadline for the effective month subject to agreement of Crew Planning which shall not be unreasonably withheld.
- 13.16 The number of GDO's to which a pilot shall be entitled during the bid period shall be reduced according to the number of vacation days and general holidays as in Appendix B.
- 13.17 In the event that the Company determines that additional vacation periods of no less than five (5) days are available during the vacation year, a pilot may indicate his desire to change his vacation award provided there are at least seven (7) days remaining in his original vacation award. A pilot may express such vacation reassignment preference by submitting a Vacation Reassignment Bid at any time after the initial awards. Known available vacation periods shall be awarded in accordance with seniority on equipment and status at a base.

**ARTICLE 14 INSURANCE**

14.01 The parties to this Agreement, having reviewed the insurance and benefit plans in effect as of June 28, 1998 for the pilot employees of Canada 3000 including but not limited to Sick Leave, Medical, Dental, Eyewear, Life and AD & D Insurance, Loss of License and Disability, hereby agree that:

- a) Should any changes in insurance carriers be contemplated by Canada 3000 during the term of this Agreement, PAC shall be afforded the opportunity to review any transfer of carriers prior to such transfer in order to confirm that the benefit package shall not be less and the premiums and deductible amounts attributable to pilots shall not be greater.
- b) If there is a change in any such plan(s) during the term of the Agreement, the currently specified benefit levels shall not be reduced and there shall not be an increase in pilot's share of the premiums or in the deductible amounts.
- c) Where permitted by individual insurance policies, insured benefits shall continue during Leaves of Absence under 19.01 up to thirty (30) days.

14.02 Pilots are entitled to insured benefits during active employment and until the end of the month in which a furlough commences, but not thereafter except as provided in Article 22.01(h)



**ARTICLE 15 MISSING, HI-JACKING, HOSTAGE AND  
INTERNMENT BENEFITS**

- 15.01 Any pilot who, while engaged in the course of his duties for the Company is interned, captured or held as a prisoner or hostage, or is missing under circumstances which would indicate being interned, captured or held. ~~prisoner~~ or hostage, shall be paid his monthly salary during such absence.
- 15.02 The monthly compensation allowable under Clause 15.01 shall be held for his account without interest provided that any such compensation remaining from time to time available to the employee shall be dispensed by the: Company according to the form Letter prescribed in Clause 15.04 of this Article.
- 15.03 Any amount paid to a beneficiary in accordance with the above provisions, even though such payment was made after the death of an employee, will not be required to be: returned by such beneficiary or by the estate of the employee provided that the Company is satisfied it has been promptly furnished by such beneficiary with any evidence indicating the death of such employee.

15.04 Form Letter

TO: Canada 3000 Airlines Ltd. Date: \_\_\_\_\_

**You** are hereby directed to pay all monthly compensation allowable to me, from Canada 3000 under Article 15.01 of our Agreement, to those designated as follows:

\_\_\_\_\_ percent of such compensation to \_\_\_\_\_ as

long as the named beneficiary is alive and thereafter

to \_\_\_\_\_

NAME

ADDRESS

as long as the second named beneficiary is alive, The balance, if any, and any amounts accruing after the death of all persons named in the above designations shall be held me, in the event of my death before receipt thereof, said balance and amounts accruing shall be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by letter signed by the undersigned, and any such modifications shall become effective upon receipt of such letter by you.

I agree to indemnify and hold the Company harmless from any claims made relating to payments made by the Company pursuant to this direction and further, I hereby release the Company from any further claims to compensation paid by it on my behalf under this direction.

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

WITNESS

## ARTICLE 16 TRAINING AND QUALIFICATIONS

### 16.0 1 Training General

- a) A pilot shall be given all necessary briefing before undertaking simulator, aircraft training or proficiency checks. This briefing shall include the projected simulator lesson segment!; and shall be in the form of a scripted simulator session. All simulator training and checking conducted will adhere to the Transport Canada approved scripted lesson plan.
- b) A pilot shall be given a copy of the Instructor's or Training Pilot's report on his training.
- c) The Company shall endeavor to notify a pilot a minimum of forty-eight (48) hours prior to recurrent training or route checks.

16.02 During transition training, the required program will be at the discretion of Flight Operations with regard to accomplishing the filling of all Permanent Bid Assignments. Any pilot held back from an awarded Permanent Bid Assignment due to scheduling by the Company will be paid on a one-for-one basis at the higher level effective the date a junior pilot who replaced him was paid in the higher Permanent Bid Assignment.

### 16.03 Failure to Qualify -- PPC Renewal

A pilot who fails to demonstrate the required proficiency shall be subject to the Mowing:

- (i) He shall be given additional training in the areas in which, the required proficiency was not demonstrated followed by the appropriate check.
- (ii) If the pilot fails a second time to demonstrate the required proficiency, his case shall be reviewed by the Company in consultation with the Association. He shall, upon failure, immediately be on a paid leave of absence for at period not exceeding thirty (30) days and since such leave is unpaid after thirty (30) days, he will not be eligible for loss of income benefits after 30 days. The Company will pay for an additional four (4) hours of simulator time and an additional check ride during such thirty (30) day leave.

- (iii) If the pilot fails a third time, he shall be advised in writing within thirty (30) days of his current and future status with the Company and a decision by the Company to terminate shall be deemed to be for just cause. If the pilot has appealed the failure to the Civil Aviation Tribunal within ten (10) days, the Company's decision will be postponed until the Tribunal has rendered a decision. During the postponement, the pilot shall be on an unpaid leave, of absence and is not eligible for loss of income benefits.

#### **16.04 Failure to Quality - Re-Examination**

- a) In the application of 16.03, 16.05 or 16.06 the pilot shall have the option of having any additional training or checking conducted by a different instructor or Training Pilot as the case may be.
- b) The scheduling of the second or third attempt will be established by the Company following examination of the reasons for the initial failure and discussions with the pilot and a representative of the Association.

#### **16.05 Failure to Qualify, Type Conversion/Status Upgrade**

- a) A pilot who fails to demonstrate the required proficiency shall be subject to the following:
  - (i) He shall be given additional training in the area in which the required proficiency was not demonstrated followed by a second check;
  - (ii) If the pilot fails a second time, he shall be returned to his former POSITION subject to the normal seniority provisions and his ability to qualify in accordance with this Section.

#### **16.06 Failure to Qualify - Line Check**

In the event a pilot's line check is assessed as a failure, the pilot will immediately be placed on Line Indoctrination status and will only fly under direct supervision of a Check Pilot for a maximum of twenty-five (25) hard hours which must include four (4) sectors unless determined competent sooner. He must successfully complete a line check conducted by a different Check Pilot prior to reinstatement to

line flying duties. If the pilot fails a second line check he shall be advised in writing within thirty (30) days of his current and future status with the Company

**16.07 Training Bond**

The Company may require that: a pilot sign a training bond as a condition of hiring for pilots whose date of hire is after October 31, 1998.

**ARTICLE 17 SENIORITY**

- 17.01 The Company will maintain a Pilot Seniority List. Seniority on the Pilot Seniority List shall be in the sequence of seniority numbers as of January 1997 and thereafter in the sequence of first day of paid employment by the Company as a pilot. This sequence of seniority numbers and employment will be maintained except where:
- a) the pilot is discharged and such discharge is not reversed;
  - b) the pilot does not return from furlough in accordance with Article 24;
- 17.02 Where two (2) or more pilots share the same first day of paid employment, seniority for those pilots will be determined by a lottery.
- 17.03 The seniority rights of pilots in cases of Reduction of Force, Permanent Bid Assignments (PBA's) due to expansion, Temporary Bid Assignments (TBA's) (all in Article 23), Vacation Preferences (Article 13), and Recall from Furlough (Article 24), are subject to the requirement that the pilot's qualifications are sufficient for the operation for which he is to be assigned. In the event a pilot is considered by the Company not to be sufficiently qualified, the Company will immediately inform any such pilot in writing, stating the reasons therefore. Should a pilot be passed over because of qualifications and at a later date become qualified, he will be required to wait for a suitable vacancy before being permitted to bid up to senior status.
- 17.04 The Company shall post an updated Pilot Seniority List semi-annually and such list shall be deemed to be accurate unless challenged within thirty (30) days of posting at each base.
- 17.05 a ) A pilot who is medically unfit to fly for a period of fifty-nine (59) days or longer may not exercise his seniority unless medical evidence indicates he will be able to return to active status in time to fulfill his requirement.
- b) Following a medical leave if a pilot has not been able to bid in accordance with the above, he shall return to his last Permanent Bid Assignment (PBA).

- c) Should he be unable by seniority to hold his previous Permanent Bid Assignment (PBA), he shall be regarded as having been displaced under Article 23 and be entitled to the provisions therein.

**ARTICLE 18 PERIOD OF PROBATION**

18.01 A pilot shall be on probation for the first' twelve (12) months following his date of hire with the Company. Nothing in this Agreement shall be construed to prevent the Company from disciplining or discharging a pilot during his probationary period. Such discipline or discharge shall be deemed to be for just cause.

18.02 Probationary pilots' initial base and equipment assignment shall be at the discretion of the Company.



**ARTICLE 19 LEAVES OF ABSENCE**

- 19.01 When the requirements of the service permit, as determined by the Company, a pilot upon written request to the Vice-President; Flight Operations may be granted a Leave of Absence without pay for a period not to exceed thirty (30) days.
- 19.02 A pilot granted a Leave of Absence shall retain and accrue seniority for the period of such leave.
- 19.03 In the event of a national emergency, a pilot volunteering with the Company consent, or ordered to extended military service, shall retain his seniority.
- 19.04 A pilot returning from a Leave of Absence shall, consistent with his seniority, be permitted to return to the base where he last held a Permanent Bid Assignment in accordance with seniority subject to requalifying on his previous or new equipment and provided such base exists. In the event such pilot's seniority does not permit him to hold his previous Permanent Bid Assignment, he shall be permitted to exercise his rights pursuant to the provisions of Clause 23.11 a). In the event he is unable to hold a Permanent Bid Assignment, he shall be furloughed without notice.
- 19.05 A. Leave of Absence will be granted for a specific reason as stated in writing and if used for a purpose other than the stated reason will be grounds for dismissal.
- 19.06 Early return from a Leave of Absence will be granted upon request. Duties will be assigned at the discretion of the Company until the next bid period.

**ARTICLE 20 SICK LEAVE**

20.01 The current sick leave plan as of June 28, 1998 shall continue for the duration of the Collective Agreement.

## ARTICLE 21 MEDICAL EXAMINATION

- 21.01 The medical standards required by the Company to be maintained for continued employment as a pilot shall be no more restrictive than those required by Transport Canada at the time of any such examination and shall take into account any waiver policy adopted by said Ministry. Upon reasonable grounds a pilot may be required to submit to a medical examination by a Transport Canada approved doctor, designated by the Company at Company expense. If there is disagreement over the grounds, the pilot shall submit to the: examination including disclosure of results under Article 2 1.03.
- 21.02 The cost of all licence renewal medical examinations by a doctor designated by the Company and Transport Canada Licence Validation certificate fees will be paid by the Company. Pilots may choose their own aviation medical examiner, in which case the Company will pay for the Aviation Medical to a maximum of the current fees of the Company designated doctor at the base at which the examination was performed.
- 21.03 The medical reports as a result of physical examinations referred to in Clause 21 .01 are deemed to be of confidential nature between the pilot and the doctor except as they refer to the pilot's fitness to fly, or the prognosis for return to work. The only other medical report which can be released from the doctor's office without the express consent of the pilot is the copy to Transport Canada for licence renewal.
- 21.04 Any pilot hereunder who has failed to pass a Company medical examination may, at his option, have a review of his case in the following manner:
- a) **HE:** may employ a qualified medical doctor 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 Company's medical doctor.
  - b) A copy of the findings of the medical doctor chosen by the employee shall be furnished to the Company and in the event that such findings verify the findings of the Company's medical doctor no further medical review of the case shall be afforded.

- c) In the event that the findings of the medical doctor chosen by the employee shall disagree with the Company's medical doctor, the Company will at the written request of the employee, ask that the two (2) medical doctors agree upon and appoint a third and disinterested medical doctor, preferably a specialist for the purpose of making a further physical examination of the employee.
- d) The said disinterested, medical doctor shall make a further examination of the pilot in question, and the case shall be settled on the basis of his findings.
- e) The expense of employing a disinterested medical doctor shall be borne one-half (1/2) by the pilot and one-half (1/2) by the Company. Copies of each medical doctor's report shall be furnished to the Company and to the pilot.
- f) It is specifically agreed that the findings of the medical doctors referred to above shall be unbiased. Nothing herein shall prevent the interchange of medical opinion.
- g) Any actions governed by this Article will be conducted in the absolute and strictest confidence subject to disclosure to essential Company and Association personnel on a "need to know" basis.

## ARTICLE 22 FURLOUGH AND FURLOUGH PAY

### 22.01 Furlough

- a) When there is a furloughing of pilots such furloughing shall be in reverse order of seniority.
- b) A pilot who is furloughed due to reduction in force shall be responsible for supplying to the office of the Vice-President, Flight Operations his address and phone number or another reliable means by which the Company can communicate a Notice of Recall.
- c) A pilot shall not be entitled to preference in re-employment if he does not comply with the provisions of Clause 22.01 b).
- d) The Company shall provide at least thirty (30) days written notice to a pilot prior to his being furloughed, or one (1) month's pay in lieu of such notice and this shall be credited toward the requirements of the Canada Labour Code respecting notice and severance.
- e) One (1) copy of all furlough notices will be sent to PAC Headquarters.
- f) Pilots shall be entitled to remain on furlough status for a maximum of three (3) years after which termination of employment shall be automatic unless otherwise mutually agreed upon between the Company and the Association.
- g) A pilot on furlough status shall retain and accrue seniority during the furlough period.
- h) A furloughed pilot shall not accrue vacation with pay or general holidays for the period of the furlough and shall not be eligible for participation in the benefit plans listed in Article 14 or Article 20 past the end of the month in which the furlough commenced subject to the following:
  - (a) A pilot who is eligible for Sick Leave or Long Term Disability prior to the thirty (30) days notice of furlough will not lose eligibility due to such furlough.
  - (b) A pilot who becomes eligible for Sick Leave during the thirty (30) day notice of furlough shall not be entitled to Sick Leave for longer than thirty (30) days from the commencement of the

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- c) A pilot shall not be entitled to preference in re-employment if he does not comply with the provisions of Clause 22.01 b).
- d) The Company shall provide at least thirty (30) days written notice to a pilot prior to his being furloughed, or one (1) month's pay in lieu of such notice and this shall be credited toward the requirements of the Canada Labour Code respecting notice and severance.
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- g) A pilot on furlough status shall retain and accrue seniority during the furlough period.
- h) A furloughed pilot shall not accrue vacation with pay or general holidays for the period of the furlough and shall not be eligible for participation in the benefit plans listed in Article 14 or Article 20 past the end of the month in which the furlough commenced subject to the following:
  - (a) A pilot who is eligible for Sick Leave or Long Term Disability prior to the thirty (30) days notice of furlough will not lose eligibility due to such furlough.
  - (b) A pilot who becomes eligible for Sick Leave during the thirty (30) day notice of furlough shall not be entitled to Sick Leave for longer than thirty (30) days from the commencement of the

Sick Leave, A pilot whose illness or injury commences during the thirty (30) day notice of furlough shall not be entitled to Long Term Disability benefits.

- (c) A pilot shall not be eligible for either Sick Leave or Long Term Disability benefits for a medical condition which starts or is recognized after the commencement of a furlough.
- (d) A pilot who has been injured in the performance of his duties will be eligible to apply for Workers' Compensation benefits but not Sick Leave or Long Term Disability.

**ARTICLE 23 BIDDING RULES - FILLING OF ASSIGNMENTS**

- 23.01 The Company will establish a date by which a pilot who has successfully bid under Article 23.02 must be available to fly from his new base. Such date will be a minimum of sixty (60) days from the date: the Permanent Bid Assignment is awarded, or any other date mutually agreeable between the pilot and the Company if such date is less than sixty (60) days from the award date subject to change in training and operational requirements.
- 23.02 All Permanent Bid Assignment vacancies which will be filled and which are anticipated to exceed six (6) months shall be posted for bid and shall be awarded from bids within thirty (30) days after the closing date of bids for such vacancies.
- 23.03 All Permanent Bid Assignment vacancies shall be communicated system-wide as per Article 23.03 (g) and will be awarded in order of seniority in accordance with submitted bids subject to the following restrictions:
- a) Captains are restricted to one manufacturer's aircraft for five (5) consecutive years after training on same as Captain except in the initial crewing of a new manufacturer's aircraft in the fleet.
  - b) First Officers are restricted to one manufacturer's aircraft for five (5) consecutive years after training on same but may upgrade to Captain on any manufacturer's aircraft. The First Officer must successfully complete an upgrade assessment and prescribed upgrade training.
  - c) Company paid base moves will be covered under Article 32.
  - d) Pilots will not be allowed to retract or otherwise amend Bid Preference Forms after the closing date.
  - e) A Bid Preference Form shall be filed with the Vice-President of Flight Operations or his designee, who shall acknowledge receipt of same by providing a photocopy of the Bid Preference Form with the date and time the Bid Form was received. A pilot may file a Standing Bid with PAC for filing under Article 23.03 (f). This Standing Bid may be amended by the pilot at any time prior to the bid closure deadline.



- f) A pilot who fails to file a Bid Preference Form or fails to include sufficient bid preferences to protect seniority, or fails to submit a Standing Bid will be considered as having bid his current status and base.
- g) Notices of bid assignment vacancies shall be communicated by placing in each pilot's mail slot and by posting in the Aircrew Notice Book, or by registered mail in a self-addressed envelope provided to the Director of Flight Operations by an absent pilot. Forty-eight (48) hours prior to bid close deadline, the Company will provide to the designated Association representative a list of those pilots from whom no bid has been received. Only bids received by the deadline will be considered, subject to Article 23.03 f).

23.04 A pilot may qualify his preference by indicating the minimum number of Permanent Bid Assignments below him. in that equipment status which he is willing to accept in order for his bid to be valid. Once a pilot has been awarded a vacancy under the provisions of this Clause, he may be required to remain in the awarded equipment, base and status in the event the number of Permanent Bid Assignments is decreased.

23.05 The Company shall issue an annual list indicating:

- a) Pilot seniority numbers and names.
- b) Permanent Bid Assignments held by pilots,
- c) Pilots on furlough, medical leave or leaves of absence.
- d) The last Permanent Bid Assignment held by Supervisory Personnel.

23.06 Notices of Permanent Bid Assignment vacancies shall be communicated at all bases. Such notices shall contain the following information:

- a) Permanent Bid Assignment vacancy;
- b) Base;
- c) Number of Permanent Bid Assignments available;

- d) The date on which the Permanent Bid Assignment is expected to become effective provided the Company may change same;
- e) The closing date after which bids will not be accepted, Such date shall not be less than fifteen (15) days after the posting of such bulletin.

23.07 If filling of a Permanent Bid Assignment vacancy creates one or more subsequent vacancies, they shall be filled from the Bid Preference Forms on file as at the closing date on the original vacancy notice.

23.08 Vacancies for which no eligible bids are received shall be filled by assignment by mutual agreement between the Company and the Association. Failing mutual agreement such vacancies shall be filled by assignment in reverse order of seniority or by outside hiring.

23.09 Permanent Bid Assignments will be awarded jointly by the Company and the Association, and shall therefore be deemed to be in accordance with the Agreement.

23.10 A permanent net decrease in Permanent Bid Assignments at a base shall be accomplished as follows:

- a) The junior pilot(s) on the equipment adversely affected may elect;
  - (i) to displace the pilot in a PBA on any other equipment at his base who is most junior to him, or;
  - (ii) to displace the pilot in a PBA on his equipment at another base who is most junior to him or;
  - (iii) displace the First Officer in a PBA on his equipment at his base who is most junior to him.
- b) The junior Captain(s) displaced in a) (i) or (ii) may either:
  - (i) displace the First Officer in a PBA on any equipment at his base who is most junior to him, or;
  - (ii) displace the Captain in a PBA on his equipment type at another base who is most junior to him.

- c) The most junior First Officer displaced in 23.10 a) (iii), 23.10 b) (i), or c) may displace the First Officer in a PBA on a different equipment at his base who is most junior to him or on his equipment at another base who is most junior to him,
- d) 'The most junior First Officer displaced by the foregoing process shall fill the remaining PBA First Officer vacancy on his equipment in the system, or if there is no such vacancy he shall be retrained-to fill the remaining PBA First Officer vacancy on other equipment in the system.
- e) The Company may elect to avoid the initial displacement in 23.10 a) or b) by assigning the Captain as First Officer but retaining his Captain's salary.
- f) A more senior pilot may elect to assume the position of a more junior pilot at his base and on his equipment who is adversely affected in which case he may only exercise the seniority of the more junior pilot for the purpose of securing a new PBA on the same equipment at different base.
- g) All pilots exercising rights under Article 23.10 shall bid for their alternative preferences within 15 days from the notification of the original net decrease in PBA's.
- h) A pilot electing training on a different manufacturer's aircraft under Article 23.10 shall be restricted to one manufacturer's aircraft for five (5) years, except that;
  - (i) Captains will only be restricted for three (3) years, and;
  - (ii) First Officers may upgrade to Captain on a different manufacturer's aircraft without time restrictions.
- (i) When the permanent net decrease in PBA's at a base occurs at the same time as a bid under Article 23.03 the process in Article 23.10 will be utilized first to determine the pilots who are adversely affected. However they shall not actually move or retrain pending the final outcome of the bid.

## 23.11 Temporary Bid Assignments

- a) Vacancies will be designated as Temporary Bid Assignments under the following conditions:
  - (i) When the Company identifies a requirement for additional pilots at a base for a period of more than fifty-nine (59) days, but not more than six (6) months except for a period of longer than six (6) months for medical reasons by agreement between the Company and the Association.
  - (ii) Vacancies of fifty-nine (59) days or less may be filled as management assigns.
- b) Temporary Bid Assignments will be awarded in accordance with seniority amongst applicants already holding the status and equipment in which the vacancy occurs provided that the pilot meets Transport Canada qualification requirements for the operation to which he is to be assigned.
- c) No pilot shall be required to accept a Temporary Bid Assignment. A pilot who accepts a Temporary Bid Assignment will not be required to change his Permanent Bid Assignment, and may only claim the temporary moving allowance.
- d) When a Temporary Bid Assignment remains in effect after the sixth (6) month or it is determined that such an assignment under Article 23.11 a) (i) will last for more than six (6) months, the Temporary Bid Assignment shall be designated as a Permanent Bid Assignment and shall be subject to the provisions of Clause 23.02 hereof
- e) When a Temporary Bid Assignment ceases to exist, the pilot holding the Temporary Bid Assignment shall return to his Permanent Bid Assignment.

23.12 The parties agree to jointly review the information to be provided in the standard bid package.

23.13 A sample of the Permanent Bid Assignment Preference Form is included in this Article. The format may be altered by mutual agreement between the Company and the Association as required to satisfy changing conditions.

**CANADA 3000 AIRLINES FLIGHT OPERATIONS**  
**PERMANENT BID ASSIGNMENT - PREFERENCE - PILOTS**

NAME . . . . . SENIORITY NO \_\_\_\_\_

Current PBA

PLEASE INDICATE YOUR  
PREFERENCE: 1,2,3,4,5  
ETC. TO PROTECT  
YOUR SENIORITY

IF DESIRED, PLEASE INDICATE  
THE NUMBER OF PBA'S TO BE  
FILLED BELOW YOU FOR YOUR  
BID TO BE VALID

**TORONTO**

Captain B757	_____	_____
Captain A320	- - -	_____
captain A330/320	- - -	_____
Captain A310	_____	_____
First Officer B757	- - -	_____
First Officer A320	- - -	_____
First Officer A330/320	- - -	_____
First Officer A3 IO	_____	_____

**VANCOUVER**

Captain B757	_____	_____
Captain A320	_____	_____
Captain A330/320	_____	_____
Captain A310	_____	_____
First Officer B757	_____	_____
First Officer A320	- - -	_____
First Officer A330/320	_____	_____
First Officer A310	_____	_____

**MIRABEL**

Captain B757	- - -	_____
First Officer B757	_____	_____

Signature \_\_\_\_\_  
(Pilot)

Date . . . . .

Received by Flight Operations(Date/Time Stamp here)

Signature: \_\_\_\_\_  
(Flight Operations Administrator)

Date: - . - . - .  
Time: . . . . .

## ARTICLE 24 RECALL FROM FURLOUGH

- 24.01 A furloughed pilot shall be offered employment in order of his seniority upon recall. His PBA will be determined as follows:
- a) **The:** PBA bid process of Article 23.01 to 23.09 inclusive will be administered among the pilots not on furlough.
  - b) Remaining vacant PBA's will be filled in sequence by seniority as follows:
    - (i) The recalled pilot will be reassigned to his former equipment and base, if available. No moving costs will be paid by the Company. If not available;
    - (ii) He will be assigned to his former equipment at another base if available. The Company will pay the moving costs as provided in Article 32. If not available;
    - (iii) He will be assigned to his former base, different equipment if available. No moving costs will be paid by the Company. If not available;
    - (iv) He will be assigned to a different equipment at a different base. The Company will pay the moving costs as provided in Article 32.
    - (v) A pilot trained on a different manufacturer's aircraft under Article 24.01 shall be restricted to that manufacturer's aircraft type for five years except for upgrade.
- 24.02 When notified of a vacancy, a pilot must advise the Company of his acceptance of the recall within seven (7) days from the date of sending of the Company notice as in 22.01(b). Pilots who accept an assignment shall report for duty at the designated base within sixty (60) days. This period may be extended by the Company under extenuating circumstances and upon written application by the employee concerned.
- 24.03 A pilot recalled must accept the recall within the time limits stipulated hereunder by person-to-person phone call to the person designated in the recall notice followed by written confirmation within seven (7) days.

24.04 A pilot may reject a vacancy by advising the Company in writing within seven (7) days from the sending of the Company notice and by advising the *Company* in writing he will maintain his entitlement for his preference in re-employment for any subsequent assignment. However, if all the pilots on furlough refuse the recall, the junior pilot(s) on status and equipment shall be obliged to report for duty or forfeit his employment. In the case of the junior pilot who would be obliged to report for duty or forfeit his place on the Seniority List, said pilot shall be paid or employed for a minimum of three (3) months.

## ARTICLE 25 RETIREMENT

25.01 It is recognized that an increasing number of countries will not allow an aircraft to land or take off if the Pilot-in-Command, is age sixty (60) or more. The parties recognize that future Collective Agreements might include further restrictions on a pilot who is age sixty (60) or more.

- a) A pilot shall retire at the end of the month in which he attains age sixty five (65) (the mandatory retirement age) and shall thereafter be entitled to retiree staff travel privileges.
- b) A pilot who has reached age sixty (60) may elect to retire upon giving three (3) months advance written notice and shall be entitled to retiree staff travel privileges. It is a condition of this right that the pilot shall not have received aircraft conversion type training within the preceding thirty-six (36) months.
- c) In recognition of the restrictions on a pilot who is age sixty (60) or more, such pilot may be refused a bid for a PBA if he could not meet the forecast bid window for the next three (3) consecutive months for the work available for that PBA because of his age. PAC will be consulted prior to the implementation of the above restrictions,
- d) The Scheduling Rules shall prohibit a pilot who is age sixty (60) or more from bidding for flying or Reserve Duty that he cannot perform because of his age.

25.02 The Company shall maintain the current or equivalent Group Registered Retirement Savings Plan amended by the following:

- a) Membership in the plan shall be mandatory with each pilot enrolled upon completion of eighteen (18) months of continuous service with the Company.
- b) Company contributions shall be vested for the pilot from the first day of his eligibility.
- c) Both Company and pilots contributions shall be locked in for the duration of the pilot's employment with the Company.



25.03 Contributions shall be according to the following:

The pilot and the Company shall make the following obligatory contributions effective:

November 1, 1998 - 2% Company, 1% Pilot

November 1, 1999 - 3% each

November 1, 2000 - 4% each

25.04 Retirement benefits are limited to pass privileges as outlined in the Staff Travel Guide including revisions. This shall not apply to a retiree who is flying for another airline.

**ARTICLE 26 ACCIDENTS OR INCIDENTS**

- 26.01 Where a pilot is involved in an accident or incident as defined by Transport Canada related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigations in the accident or incident undertaken by the Company, Transport Canada, or both.
- 26.02 In order to hold a pilot out of service, the pilot must be so notified by the Vice-President Flight 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.
- 26.03 While, pursuant to 26.01 above, a pilot is held out of service pending the outcome of a company investigation, he shall be paid his normal salary until the Company determines his future status.
- 26.04 In cases involving aircraft accident, a pilot will not be required to commit himself orally or in writing to officials of the Company for 24 hours following the accident unless the following conditions have been met:
- a) he has the opportunity to consult with the Association (or IFALPA if outside Canada) and
  - b) he shall make himself available for and 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.

The Association shall make its best effort to be available for consultation without delay. The results of the medical examination shall immediately be disclosed to the Company and the Association to the extent that they may relate to the cause of the accident or his ability to participate in the investigation.

- 26.05 In cases involving aircraft incidents pilots who are held out of service under the terms of 26.01 above will not be required to commit themselves orally or in writing to officials of the Company for 24 hours following the incident unless they have the opportunity to consult with the Association (or IFALPA if outside Canada).

- 26.06 Where the investigation is undertaken by the Company, officers of the Company involved shall make every attempt to issue a final report within three (3) months.
- 26.07 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.
- 26.08 Throughout this procedure, the pilot involved and/or his designated representative(s) may, upon request, and in conjunction with a designated representative of the Company, review any information contained in his files.
- 26.09 Any discipline or discharge action taken following an accident or incident shall be subject to the provisions of Section 28 (DISCIPLINE/DISCHARGE).

## ARTICLE 27 GRIEVANCE PROCEDURE

### 27.01 Initiation

- a) Prior to filing a grievance, the pilot(s) having a complaint should, together with an Association representative if desired, discuss such complaint with the appropriate Chief Pilot and/or the Director of Flight Operations Support who will make every effort to resolve the complaint.
- b) A pilot who has a grievance, or group of pilots having a grievance dealing with the same issue with respect to the interpretation, application, or alleged violation of this agreement shall deal with the grievance in accordance with the procedures as specified in 27.02 through 27.06 below.
- c) Grievances may be initiated by the Association on matters affecting the rights of the Association or a number of individual pilots simultaneously, but **not on** matters with respect to which an individual pilot(s) could grieve except where the individual pilot has made agreement with the Company which violates the Collective Agreement.

### 27.02 Hearings

#### a) Step One

A pilot who has a grievance, or group of pilots having a grievance dealing with the same issue, shall present it in writing within **fifteen (15)** days of the occurrence or awareness of the occurrence to the Director of Flight Operations Support. The Director of Flight Operations Support or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within **fifteen (15)** calendar days of the presentation of the grievance, and render his decision in writing not later than on the **tenth (10th)** calendar day following the above mentioned hearing.

#### b) Step Two

If the decision of the Director of Flight Operations Support or his designated representative is not acceptable to the **grievor(s)** or is not rendered **within ten (10)** calendar days, then the **grievance** shall be submitted in writing to the Vice-President of Flight Operations or his designated representative within **fifteen (15)** calendar days of the receipt of the **decision**, or as the case may be, within **twenty-five (25)** calendar days **from** the time the hearing in Step One took place. The Vice-President of Flight Operations, or his designated representative: shall

hold a hearing upon the grievance at a mutually convenient time within fifteen (15) calendar days of the receipt of the grievance, and shall render his decision in writing not later than on the tenth (10th) calendar day following the grievance hearing.

c) **Step Three**

If the decision of the 'Vice-President of Flight Operations or his designated representative ~~is not~~ acceptable to the grievor(s) or is not rendered within ten (10) calendar days, then the grievance shall be submitted in writing to the President or his designated representative within fifteen (15) calendar days of the receipt of the decision, or as the case may be, within twenty-five (25) calendar days from the time the Hearing at Step 2 took place. The President or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within fifteen (15) calendar days of the receipt of the grievance, and shall render his decision in writing no later than on the tenth (10th) calendar day following the grievance hearing.

NOTE: If the time limits outlined in 27.02 above are not complied with, the Association may proceed to Arbitration.

- d) It is agreed by the parties hereto that the period of time for submission of grievances, holding of hearings and rendering of decisions established in this Article shall be considered as maximum periods unless extensions shall have been mutually agreed upon. 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 cases(s). A grievance which has not been filed in writing in accordance with Step One, Step Two, or Step Three shall be deemed to be abandoned.

**27.03 Grievor's Rights - Representatives**

- a) At any hearing held throughout these grievance procedures, the grievor(s) shall have the right to be represented by not more than two (2) Company employee representatives of the Association, plus advisors as required.
- b) The grievor(s) and the Company shall be given every opportunity to adduce evidence, make representations and present, examine and cross-examine witness.
- c) Throughout these procedures, the grievor(s) may, together with their representative(s) review any information contained in his (their) personal files(s) or any document which the Company has introduced at any step in these procedures.

- d) On request, the Company shall provide the grievor(s) and the Association two (2) copies each of all such documents.

#### 27.04 Witnesses

At any hearing(s) held throughout the grievance procedures, all reasonably required witnesses and one (1) Association representative who are employees of the Company shall be given time off, subject to the requirements of service and space available transportation. Pilots appearing as reasonably required witnesses will not lose basic salary as in Appendix A.

#### 27.05 Results

The result of a hearing or grievance shall be as mutually agreed and failing such agreement the grievance may be referred to arbitration,

#### 27.06 Referral to Arbitration

- a) If any grievance is not settled in accordance with the procedures set forth in Articles 27.02 through 27.06 then such grievance may be referred by the Association or the Company to Arbitration as provided for in 29.01 through 29.07 (ARBITRATION) provided it has been initiated within the time limits provided and taken through the required steps of the Grievance Procedure.
- b) The 'Notice of Intention to proceed to Arbitration shall be made in writing to the Director of Flight Operations Support or his designated representative within ten (10) calendar days of the decision at Step Three (3) or within ten (10) calendar days from the date that such decision should have been rendered.
- c) Such Notice shall state the matter in dispute, the section(s) alleged to have been violated, and the nature of the relief or remedy sought.

#### 27.07 Company Grievances

The Company may grieve a violation of the Collective Agreement by the Union by filing a grievance in writing with the Union. Consideration of this grievance shall commence with the hearing at Step Two.

**ARTICLE 28 DISCIPLINE/DISCHARGE**

- 28.01 All disciplinary or discharge actions must be for just cause. The Association may make representations to the Vice-President Flight Operations regarding the discipline or discharge of a probationary pilot. However, management's determination shall be final in the case of a probationary pilot.
- 28.02 A pilot may be held out of service with pay at the discretion of management.
- 28.03 During any investigations or hearings the pilot involved may request the presence of a representative(s).
- 28.04 Any investigations or hearings shall be held at the pilot's base whenever the Company determines this is practicable. At any investigation(s) or hearing(s), one (1) Association representative and/or reasonably required witnesses who are employees of the Company shall be given time off, subject to the requirements of service, and space available transportation. Pilots appearing as reasonably required witnesses under this sub-section will not lose basic salary as in Appendix A.
- 28.05 When written disciplinary or discharge action is taken, the pilot will be so notified in writing with a copy to the Association stating the precise charge or charges, and the nature of the action taken.
- 28.06 Where any disciplinary action includes suspension without pay, any suspension time may include the time held out of service. Any time held out of service without pay shall be deducted from the penalty or discipline assessed. If a pilot has been held out of service without pay for a longer period than the penalty or discipline assessed, an adjustment shall be made to provide for such loss of pay.
- 28.07 During the period of his suspension the pilot shall be entitled to bid on any vacancy or displacement bulletins so that when and as relieved of his suspension, he shall resume the flying duties to which he is entitled by reasons of his seniority.
- 28.08 A pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 27 (GRIEVANCES).

NOTE: Grievances under the provisions of Clause 28.08 above may be initiated at Step 2 of the Grievance procedure.

## ARTICLE 29 ARBITRATION

Reference to "Arbitrator" shall include either a single Arbitrator or a Board of Arbitration as the case may be.

### 29.01 Single Arbitrator

- a) Arbitration of unresolved grievances shall be by a single arbitrator subject to b).
- b) The Company and the Association may, by mutual consent, submit any matter to a Board of Arbitration for determination in accordance with the provisions of this article. Such Board shall be comprised of a nominee of the Company, a nominee of the Association, and a chair agreed to by the two nominees.

In the event that a member of the Arbitration Board resigns, dies or otherwise is unable to remain a member of the panel, the party who appointed him or, in the case of the Chairman, the other two appointees shall replace him as soon as possible in the same manner as set out herein above.

Each party must appoint its member to the Board within fifteen (15) calendar days of receipt of a written submission to arbitration pursuant to Article 27.06 (GRIEVANCES - REFERRAL TO ARBITRATION).

- c) The Arbitrator, once established, shall make every effort to expedite the Arbitration proceedings

### 29.02 Arbitrator Jurisdiction

- a) The Arbitrator shall have jurisdiction to consider any grievance concerning the interpretation, administration or alleged violation of this Agreement which has been initiated within the time limits provided and taken through the required steps of the Grievance Procedure and submitted to him under the terms of this Agreement (including whether a matter is arbitrable or not). The Arbitrator shall have no jurisdiction to alter, modify, amend this Agreement or make any decision inconsistent with the terms of this Agreement.
- b) The Arbitrator shall establish his own procedures having due regard to the requirements of natural justice and equity.
- c) The Arbitrator shall, in the case of disciplinary or discharge grievances of a pilot who has completed the probationary period, have the



authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause. The Arbitrator may render such orders as he considers just and equitable, including, but without limiting the generality of the foregoing, the exoneration and reinstatement of the grievor, the reduction or modification of the discharge or discipline and the compensation of the grievor or upholding the Company action.

- d) The Arbitrator shall have the jurisdiction, at any time before rendering a final decision, to make any interim or interlocutory decision. Without limiting the generality of the foregoing, he shall have the jurisdiction to make decisions regarding the rights of the parties, the interpretation of the Agreement or the reinstatement of an employee and to reserve his jurisdiction on questions of quantum, damages, remedies, interest, restitution or amounts owing.

**29.03 Arbitrator's Expenses**

The fees and expenses incurred by the Arbitrator, shall be borne equally by each party. Each party shall assume the expenses incurred by its own appointee if any.

**29.04 Association Rights/ Representative**

- a) 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 at the party's cost.
- b) The Association and the Company shall be given every opportunity to adduce evidence, make representations, and present, examine and cross-examine witnesses.

**29.05 Witnesses**

At any hearing(s) held throughout the Arbitration procedure, all witnesses reasonably required and representatives reasonably required who are employees of the Company shall be given time off subject to the requirements of the service, and space available transportation.

**29.06 Arbitrator's Decision**

- a) 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.

- b) A majority decision shall constitute the decision of the Board, but, failing such majority, the decision of the Chairman shall govern. A decision of the Arbitrator shall be final and binding on the Association, the Grievor, and the Company.

#### 29.07 **Mediation/Arbitration**

- a) At any stage of the grievance procedure the parties may mutually agree to assign any matter in ~~dispute to the~~ procedure set out below:
- b) A list of arbitrators shall be agreed upon between the parties and included in Appendix C.
- c) The choice of arbitrator shall be by mutual agreement **from** the list in Appendix C.
- d) The **disputed** cases shall be numbered in order of the grievance date. A **maximum** of three cases shall be heard at any one hearing.
- e) The hearings shall be held at a location agreed to by the **parties**.
- f) **Grievances** shall be presented during mediation/arbitration by a designated representative of the Association and a designated representative of the Company. The parties may mutually agree to not be represented by outside advisors.
- g) The parties, through their respective representatives, will attempt to agree on a written statement of **facts** in the dispute prior to the hearing. In the event that the parties are **unable** to agree on a written statement of **facts**, each shall provide to the other at least five (5) days prior to a hearing **hereunder**, a written outline of the evidence they intend to present of sufficient particularity to permit the other to prepare for the hearing.
- h) 'Where possible, the arbitrator shall attempt **to** mediate a settlement between the parties. The arbitrator shall determine his own practice and procedures but **shall give full opportunity** to the **parties** to a hearing to present evidence and make submissions.
- i) In the event that the arbitrator determines that a written decision is necessary, such decision shall be brief and to the point.
- j) The decision of the arbitrator shall be binding on both parties.
- k) The arbitrator shall be bound by the provisions of Article 29.

**ARTICLE 30 DEDUCTION OF DUES**

- 30.01 The Company shall, from the first pay period of the month deduct Association dues from wages due and payable to all pilots coming within the scope of this Agreement.
- 30.02 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 percentage to be deducted shall not be changed during the term of this Agreement except to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions, which shall be limited to once per year.
- 30.03 If the wages of an employee payable on the first pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 30.04 Only payroll deductions required by law, deductions of monies due or owing the Company, including previous overpayments, "floats" or RRSP deductions, shall be made from wages prior to the deduction of dues.
- 30.05 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 not later than thirty (30) calendar days following the pay period in which the deductions were made.
- 30.06 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. However, in the instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Sub-Section shall terminate at the time it remits payment to the Association.
- 30.07 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 payrolls.

## **ARTICLE 31 ASSOCIATION COMMITTEES**

### **31.01 Flight Crew Scheduling Committee**

A Flight Crew Scheduling Committee may be established by the Association and shall have the right to meet with the Company for the purpose of advising and consulting with the Company concerning the allocation and re-allocation of flying time among bases, and other scheduling problems as they arise from time to time and as otherwise provided in this Agreement. The Flight Crew Scheduling Committee shall be notified of proposed schedule and pairing changes as far in advance as possible and will receive copies of the "Sales Alerts" as issued from time to time.

### **31.02 Flight Crew Hotel Catering and Transportation Committee**

A Flight Crew Hotel, Catering and Transportation Committee may be established by the Association, and shall have the right to meet with the Vice-President Flight Operations, or designated representatives for the purpose of advising and consulting with the Company concerning any matters relative to hotels, catering and transportation.

### **31.03 Technical and Air Safety Committee**

A Technical and Air Safety Committee (Tech-Safety Committee) may be established by the Association and shall consult with the Company concerning safety and operations matters.

### **31.04 Flight Crew Training and Checking Committee**

A Flight Crew Training and Checking Committee may be established by the Association and shall have the right to meet with the Vice-President, Flight Operations or designated representatives for the purpose of advising and consulting with the Company concerning any matters relative to training or checking.

### **31.05 Flight Crew Uniform Committee**

A Flight Crew Uniform Committee may be established by the Association and shall advise and consult with the Company concerning uniforms.

**31.06 Pilot Assistance Group**

A Pilot Assistance Group shall be established by the Association and may consult with the Company concerning welfare advisory matters.

**31.07 Flight Crew Benefits Committee**

A Flight Crew Benefits Committee shall be established by the Association and may consult with the Company concerning benefit matters.

**31.08 Release from Duty for Association Delegates**

a) For meetings that are requested by or agreed to with the Company for the purpose of negotiations and meetings under Article 3 I, the following rules shall apply:

**(i) Bidding**

The pilot must bid around the scheduled meetings if the dates are known before the block is bid.

**(ii) Salary**

There will be no loss of salary for such meetings.

**(iii) Credit**

The credit for these meetings will be two hours and fifty minutes (2.50) per day including travel days provided no other credit is given for such day.

**(iv) Overtime**

All credits accrued for such meetings shall count toward overtime payment.

**(v) Air Travel Away from PBA**

PAC Negotiating Committee members and members of Committees as in Article 3 I, travelling to meetings shall normally be issued MK4 tickets. SA1 passes may be utilized in exceptional circumstances.

**(vi) Displacement**

The pilot who is displaced from his assigned block for the purpose of participating in such meetings will receive the same displacement credits as in Article 12.01(k).

**(vii) Hotel Away from PBA**

The Company will pay for hotel accommodations for such meetings.

**(viii) Number of PAC Representatives**

For the purposes of negotiations, up to four (4) PAC members will be entitled to the provisions of this Article. For meetings involving other committee members as in Article 3 1, only two (2) members shall be entitled.

- b) For meetings with the Company involving PAC members for the purposes of discipline (including investigation), grievance, arbitration or CLRB hearings, the following shall apply for one (1) PAC representative:

**(i) Bidding**

The pilot must bid around the scheduled meetings if the dates are known before the block is bid.

**(ii) Salary**

There will be no loss of salary for such meetings,

**(iii) Credits**

There shall be no credit for such time except in the following circumstances:

Upon written request from the PAC President, the pilot participating in such meetings will be credited with two hours and fifty minutes (2:50) for each day including travel to and from such meetings. The total of such credits will be divided by the number of pilots at his base, equipment and status. The resulting average will be added to the overtime threshold for the group for the period.

(iv) **Overtime**

No overtime will be paid by the Company for such meetings.

(v) **Air Travel Away from PBA**

A PAC representative travelling to such meetings shall normally be issued MK4 tickets. SA1 passes may be utilized in exceptional circumstances.

(vi) **Hotel Away from PBA**

The Company will not provide hotel for such meetings.

c) For other meetings related to the business of the Association, the following shall apply:

(i) **Bidding**

The pilot must bid around the scheduled meetings if the dates are known before the block is bid. If the meeting is scheduled after the blocks have been published, the pilot will be released for such meeting subject to the operational needs as determined by the Company. The Company will not unreasonably withhold such permission.

(ii) **Salary**

There will be no loss of salary for such meetings.

(iii) **Credit**

There shall be no credit for such time except in the following circumstances.

Upon written request from the PAC President, the pilot participating in such meetings will be credited with two hours and fifty minutes (2:50) for each day including travel to and from such meetings. The total of such credits will be divided by the number of pilots at his base, equipment and status. The resulting average will be added to the overtime threshold for the group for the period.

## ARTICLE 32 RELOCATION ALLOWANCES

32.01 On initial hire the Company will assign the pilot to a base and will provide no moving allowance.

### 32.02 Permanent Move to Another Company Assigned Base in Canada

- a) If the pilot relocates under Article 23.03 after serving a previously assigned base, the employee will be eligible for repayment of moving expenses up to a designated maximum depending on the distance moved subject to 32.02 (e). This allowance will be paid only as a reimbursement of actual expense and will be authorized by department heads on presentation of copies of receipts.
- b) These allowances are for permanent moves only.
- c) Employees will also be eligible for hotel accommodation at \$55.00 per night upon production of receipts plus per diem. based on the current North American rate.
- d) The maximum moving expense reimbursement will be as follows:

<u>Between the following Cities</u>	<u>Amount</u>	<u>Days</u>
Toronto and Montreal	\$ 5,000.00	10
Toronto and Vancouver	\$10,000.00	10
Montreal and Vancouver	\$10,000.00	10

provided that the number of GDO's in the month shall be reduced by one (1) for every three (3) days so taken.

- e) Pilots will be entitled to not more than one (1) paid move every two (2) years from the date of submission of final receipts for moving with the following exceptions;
  - (i) Pilots affected under 23.10 a) (ii), b) (ii) (Net Decrease of PBA's), and under 24.01 b) (ii) or (iv) (Recall from Furlough). In such cases pilots will receive a paid move.
  - (ii) If expenses and time for a move to a new PBA have not been claimed prior to the awarding of a subsequent PBA, the first move will not be claimable.



- f) The moving time permitted in d) and e) above is exclusively for the purpose of moving the pilot's residence to the new PBA including time to obtain such residence. This time shall be planned in co-ordination with the pilot and the Company. Such time shall not be unreasonably withheld provided that other pilots flying schedules may be disrupted to accommodate the move requested without regard to seniority,



## **ARTICLE 33 LEGAL**

### **33.01 Counsel**

The Company agrees to provide free of charge Legal Counsel selected by the Company or its insurers and defend free of charge all pilots and their estates from any claim for damages to property or person arising out of the performance of their duties and protect them and hold them harmless from any judgment rendered thereunder. In the case of ... negligence or wilful misconduct, the Company will neither defend nor hold harmless.

### **33.02 Pilot Costs**

No pilot shall be required to pay for the use of property used in the personal training required by the Company, and no pilot shall be required to pay costs of property damaged in the service unless such damage is the result of gross negligence or wilful misconduct.

### **33.03 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.

### **33.04 Pilot Files**

- a) 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. No material shall be deemed to be a warning unless it has been given to the pilot. As well, upon request a pilot will be provided with a copy of any technical or operational documents such as pilot proficiency checks, instrument rides, training reports, etc., which are placed on his file. If the pilot chooses to respond to any material(s) on his file, the response(s) shall be kept on file with the material to which it refers.

**ARTICLE 34 NEW EQUIPMENT**

- 34.01 The rates of pay specified in this Agreement apply to the B757/767 family and the Airbus common cockpit family up to and including A330-200/300 and A310 series aircraft. In the event different equipment is to be introduced by the Company, the Company shall provide notice to the Association of its intention to introduce such new equipment sixty (60) days prior to the date upon which the aircraft will enter service where possible. The application of rates of pay and working conditions for this aircraft will be the subject of negotiations between the parties.
- 34.02 Meetings shall begin within fifteen (15) days after a request for meetings has been made by either party unless otherwise mutually agreed between the Company and the Association. In no event shall pilot vacancy bulletins for such equipment be published before preliminary meetings between the Company and the Association have begun.
- 34.03 In the event, after forty-five (45) days from the date of the notice that the Company and the Association cannot reach agreement on the appropriate rates of pay and working conditions, either party may submit the matter to arbitration in accordance with the procedure outlined in Section 27 (ARBITRATION).
- 34.04 It is understood that the terms of the preceding paragraphs will not prevent the Company from operating the aircraft on the anticipated date providing that it establishes temporary salary rates and working conditions, and grants full pay retroactivity to the date the aircraft is placed into service as soon as the arbitration decision is known. No pilot will be required to move to a new PBA at another base until an agreement is reached or the arbitrator has handed down his decision.

**ARTICLE 35 ACCOMMODATION**

- 35.01 A pilot away from his PBA while on flight duty, deadheading or other business requested by the Company, will be provided with accommodation at the Company expense in accordance with the provisions of this Article, and will be allowed reasonable receipted expenses for laundry and dry-cleaning after five (5) days away from his PBA.
- 35.02 Prior to establishing hotel accommodation at new layover points or changing existing accommodation, the Company shall consult with the Flight Crew Hotel Committee (FCHC) where possible.
- 35.03 The FCHC and Company representative shall recommend a list of suitable hotels. The Company will consider this list before choosing a hotel from this list. The FCHC order of preference in accommodation will be considered. In the event the FCHC and the Company representatives cannot reach agreement on the suitability of any specific hotel, the FCHC shall provide reasons in writing to the Vice-President, Flight Operations, The MEC President and the Vice-President, Flight Operations shall meet and seek to resolve the matter, but the Vice-President, Flight Operations' decision will be final.
- 35.04 For layovers and/or delays exceeding four (4) hours from ramp arrival to scheduled departure that occur in the same time duty period, rest facilities within reasonable proximity to the airport will be provided.
- 35.05 When any significant substantiated deterioration of accommodation is reported in writing by the FCHC, the Company shall, within seven (7) days, investigate the situation and reconsider the accommodation.

## **ARTICLE 36 GENERAL**

### **36.01 Orders in Writing**

All orders to an employee involving a change in location, assignment, promotion, demotion, dismissal, layoff, or leave of absence shall be stated in writing.

### **36.02 Savings Clause**

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

### **36.03 Instructors**

No person employed by the Company for the sole purpose of being an instructor shall be included in this Agreement but shall, if previously included in this Agreement, retain his seniority date and shall have the rights listed in Article 8.03.

### **36.04 copies of Agreement**

The Company shall provide each pilot with a copy of this Agreement.

### **36.05 Reorganization of Corporate Structure**

In the event that there is either a sale of the business or a common employer situation, the appropriate provisions of the Canada Labour Code will apply.

### **36.06 Association Notices**

The Association may post notices upon Company designated bulletin boards wherever Association members are based. Such notices will contain Association related matters. The Association understands the requirements to conduct its business in a professional and business-like manner.

### **36.07 Association Correspondence**

The Association may distribute Association mail to pilots via Company mail and through the use of pilots' mail slots provided at Company bases. This is subject to the Company's size limitations and the Company takes no responsibility for delays or other distribution problems.

### 36.08 Passes

- a) The Company will extend to each pilot the same pass privileges it extends to other employees of the Company.
- b) A retired pilot and his eligible family members will be granted such reduced fare and pass privileges at the SA-4 level as defined by staff travel policies and interline agreements.

### 36.09 Reduced Rate Travel

The Company will keep its pilots advised of reduced fare transportation available to employees of the Company.

### 36.10 Designation of a Base

The Company agrees to give the Association as much notice as possible in advance of the Company designating a base subject to competitive considerations and finalization of commercial arrangements.

### 36. XI Wet Lease

If the Company wet leases an aircraft from a third party (where the lessor provides a Flight Crew to operate the aircraft), the Company shall notify the Association as soon as it is reasonably practical, the reasons therefore. It is understood that any wet lease of an aircraft by the Company will be undertaken for the following time periods:

- a) for replacement due to unserviceability of Company aircraft;
  - (i) up to six (6) months for an aircraft type operated by the Company.
  - (ii) up to nine (9) months for any other type of aircraft.
- b) for other purposes;
  - (i) up to twenty (20) weeks, once in any twelve (12) month period from the commencement of the lease period.

No pilot will be furloughed as a direct result of the wet lease as outlined in a) and b) above.

**36.12 a) Jury Duty**

A pilot required to perform jury duty shall not lose basic salary as set out in Schedule A by reason of his jury duty. Jury pay for the period will be deducted from his normal salary. To be eligible for pay under this Article, a pilot called to jury duty must notify Crew Scheduling upon receipt of the notice and provide proof of jury duty service if requested.

**b) Witness Duty**

When a pilot is required by the Company to appear at any trial, court or hearing to give testimony, the Company shall relieve him from flight duty for the duration of such required appearance and for the time of such required appearance the salary compensation as in Appendix A received by the pilot shall be the same as if the pilot had flown as scheduled subject to the following:

- (i) if the pilot knew of such appearance prior to the bid closure date, he shall not bid for days of such appearance and shall receive a credit of two hours and fifty minutes (2:50) for each such day.

**36.13 Pilots Loss of Baggage**

The Company liability for loss or damage to revenue passenger's checked baggage as outlined on the revenue ticket will be extended to pilots' checked baggage while on duty.

**36.14 Parking**

Free car parking will be provided at the pilots assigned base.

## ARTICLE 37 DATA RECORDERS

NOTE: For the purpose of this Section, the term Data Recorders shall be taken to mean all current types of Cockpit Voice Recorders, Flight Data Recorders, and automatic Flight Data Reporting Systems (ACARS).

- 37.01 Any data or other information obtained from Data Recorders will not be used:
- a) By the Company to monitor pilot judgement, ability, performance or technique in operating any aircraft subject to agreement reached under 37.08.
  - b) By any party in any administrative, disciplinary or discharge action proceedings of any kind against any pilot or for the development of information leading to such proceedings except in an incident or accident investigation.
  - c) By any party in an incident or accident investigation as a means of seeking out information for use in any disciplinary, suspension, discharge or termination action taken by the Company. However, data from such data recorders may be used to substantiate information obtained from other sources.
- 37.02 Video and audio recording may be utilized for training and checking purposes but will not be retained at the completion of the session and will be given to the pilot(s) for erasure
- 37.03 In the event of an incident or accident investigation, any data or other information from any Data Recorder shall be made available to the Company, accredited Association representatives, and the pilot(s) or their estate(s).
- 37.04 All parties shall use their best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- 37.05 No Data Recorders will record specific pilot identification designators.
- 37.06 The removal of any Data Recorder (other than a completely erased cockpit voice recorder) for the purpose of data retrieval must be brought to the attention of the Association prior to the investigation of the incident or accident which caused the Data Recorder to be removed. No playback or other examination of any data or information will be undertaken without the attendance or express prior approval of the



playback or other examination of any data or information will be undertaken without the attendance or express prior approval of the Association and the pilots unless such attendance or express approval results in a prejudicial delay.

37.07 In addition to the other restrictions of this Article, the use of any Cockpit Voice Recorders will be subject to the following:

- a) The Captain shall always retain the right to carry out a complete erasure at the end of any incident or accident-free flight, subject to regulatory requirements.
- b) Prior to removal for maintenance purposes, a complete erasure is carried out by the maintenance personnel involved.

37.08 Provisions of this Article will not prohibit trend monitoring through a FOQA Monitoring Team. The terms of reference of this team will be subject to a comprehensive agreement on FOQA. Such agreement may be in the form of a future Letter(s) of Understanding.

ARTICLE 38 DURATION AND EFFECTIVE DATE

38.01 This Agreement shall become effective the day after announcement of ratification except the salaries and expense allowance (Art 10.01) and credits which shall be retroactive to November 1, 1998. The agreement shall continue in full force and effect until October 31, 2001 and shall renew itself without change each succeeding year until written Notice of Intent to change is served by either party within ninety (90) days prior to the expiry date. In the event that Notice is given of intent to change, this Agreement shall remain in MI force and effect while negotiations are being carried on for the renewal of this Agreement until the requirements of the Canada Labour Code have been met.

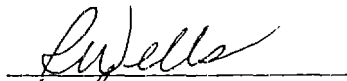
38.02 There shall be no strike and no lockout during the term of this Agreement.

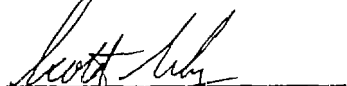
IN WITNESS WHEREOF the parties hereto have signed this Agreement on the

day 17 of DECEMBER, 1998.

FOR THE COMPANY

FOR THE ASSOCIATION

  
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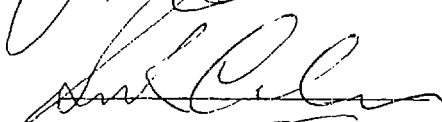
  
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**APPENDIX A**  
**PILOT SALARIES**

YEAR	EFFECTIVE		EFFECTIVE
	November 1, 1998	November 1, 1999	November 1, 2000
Captain 12	\$115,000	\$117,500	\$121,250
Captain 11	\$112,000	\$114,250	\$117,850
Captain 10	\$110,000	\$112,200	\$115,800
Captain 9	\$108,000	\$110,150	\$113,600
Captain 8	\$106,000	\$108,120	\$111,500
Captain 7	\$102,000	\$104,000	\$107,100
Captain 6	\$ 98,000	\$100,000	\$103,000
Captain 5	\$ 94,000	\$ 96,000	\$ 99,000
Captain 4	\$ 90,000	\$ 92,000	\$ 95,000
Captain 3	\$ 86,000	\$ 88,000	\$ 91,000
Captain 2	\$ 82,000	\$ 84,000	\$ 87,000
Captain 1	\$ 80,000	\$ 82,000	\$ 85,000
First Officer	9		\$ 73,000
First Officer	8		\$ 71,000
First Officer		\$ 66,000	\$ 69,000
First Officer	6	\$ 62,000	\$ 64,000
First Officer	5	\$ 61,000	\$ 63,000
First Officer	4	\$ 57,000	\$ 59,000
First Officer	3	\$ 53,000	\$ 55,000
First Officer	2	\$ 50,000	\$ 52,000
First Officer	1	\$ 46,000	\$ 48,000
Probation		\$ 40,000	\$ 40,000

APPENDIX A-1

OVERTIME HOURLY RATES OF PAY

Effective November 1, 1998 ~ ,

Captains - \$105.00

First Officers - \$ 55.00

## APPENDIX B

## PILOT PRORATED GDO SCALE - VACATIONS

NUMBER DAYS VACATION AND GENERAL HOLIDAYS	PRORATED GDO'S
01	00
02	00
03	00
04	01
05	01
06	01
07	01
08	01
09	02
10	02
11	02
12	02
13	03
14	03
15	03
16	03
17	04
18	04
19	04
20	04
21	05
22	05
23	05
24	05
25	06
26	06
27	06
28	06
29	06
30	06
31	07

APPENDIX C

The parties agree on the following four (4) arbitrators:

Owen Shime

Paula Knopf                      ✗

Allan Hinnegan

Michel Picher

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

CANADA 3000 AIRLINES LIMITED

AND

THE PILOTS' ASSOCIATION OF CANADA

The Company shall apply to the Canada Labour Relations Board for variation of the Certificate issued February 2, 1996 to have Assistant Chief Pilot(s) excluded from the bargaining unit. PAC will consent to the variation of the Certificate.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day 17 of DECEMBER, 1998.

FOR THE COMPANY

FOR THE ASSOCIATION

[Signature]  
[Signature]  
[Signature]

[Signature]  
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**LETTER OF UNDERSTANDING; NO. 4**

BETWEEN:

CANADA 3000 AIRLINES LIMITED




and

THE; PILOTS' ASSOCIATION OF CANADA

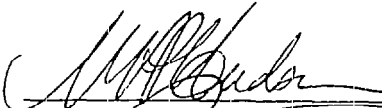


The parties recognize that credits will be calculated manually until the software is amended.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day 17 of DECEMBER, 1998.

FOR THE COMPANY

  
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FOR THE ASSOCIATION

  
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LETTER OF UNDERSTANDING NO. 5

BETWEEN:

CANADA 3000 AIRLINES LIMITED

AND


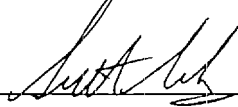

THE PILOTS' ASSOCIATION OF CANADA

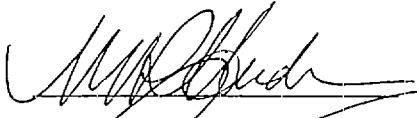
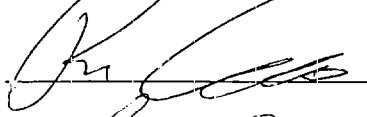

All Training Bonds signed by pilots prior to the 31st of October, 1998 are hereby rescinded.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day 17 - of DECEMBER, 1998.

FOR THE COMPANY

FOR THE ASSOCIATION

  
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LETTER OF UNDERSTANDING NO. 6

BETWEEN:

CANADA 3000 AIRLINES LIMITED

and

THE PILOTS' ASSOCIATION OF CANADA

**MIXED FLEET FLYING**

There shall be Mixed Fleet Flying both within the month and within the pairing(s) on the equipment in Article 4.14 a), b), or d).

The parties agree to work jointly towards the objectives for Mixed Fleet Flying:

1. Balance the bid window for pilots flying in the Mixed Fleet Flying pools in Article 4.14a), b), and d).
2. The Company and the Association will review PBA's to determine the necessity for increasing or decreasing the MFF pools. The maximum number of MFF A330/A320 crews will be determined as follows:
  - a) determine the number of credit hour needed to satisfy A330 flying requirements.
  - b) Multiply the result in "a)" by up to 1.25.
  - c) Divide the result in "b)" by 85.
3. A list of the pilots who are approaching ninety (90) days of a currency violation will be included as part of the bid package.
4. A330/A320 and A320 pairings will be awarded in accordance with seniority.
5. Notwithstanding number 4 above, pilots must fly sufficient sectors to maintain currency on the A330 and A320.

Cont'd...

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the  
day 17 of DECEMBER, 1998.

FOR THE COMPANY

[Signature]  
[Signature]  
[Signature]

FOR THE ASSOCIATION

[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

BETWEEN:

CANADA 3000 AIRLINES LIMITED

AND

THE PILOTS' ASSOCIATION OF CANADA

**FIRST OFFICERS – RATES OF PAY**

The Pilots Association of Canada and Canada 3000 agree to amend the Collective Agreement regarding the rates of pay of First Officers.

The following pilots who were hired between 01 May, 1998 and December 18, 1998 will move to Level 2 of the pay scale six months after their date of hire. They will then move to Level 3 one year after their date of hire.

- |                       |                  |
|-----------------------|------------------|
| 1. Grant Fowlie       | 6. Allan Chrumka |
| 2. Glen Baxby         | 7. Boyd Smith    |
| 3. Shawn McQuillen    | 8. Michael Smith |
| 4. Michael Parr       | 9. Joseph Voce   |
| 5. Kenneth Strickland |                  |

The Pay Scale in Appendix A of the Collective Agreement will be amended as follows:

<u>CAPTAIN</u>			
	Effective	Effective	Effective
Level	01 NOV 98	01 NOV 99	01 NOV 2000
12	\$115,000	\$117,500	\$121,250
11	112,000	114,250	117,850
10	110,000	112,200	115,800
9	108,000	110,150	113,600
8	106,000	108,120	111,500
7	102,000	104,000	107,100
6	98,000	100,000	103,000
5	94,000	96,000	99,000
4	90,000	92,000	95,000
3	86,000	88,000	91,000
2	82,000	84,000	87,000
1	80,000	82,000	85,000

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## **First Officer Pay – Examples**

The following is intended to describe the payment methods as set out in the contract and in the Letter of Understanding relating to First Officers rates of pay.

### **A. Pre-Contract Payment System (prior to May 1, 1998)**

Pilot hired April 1, 1998 gets \$40,000 and moves to \$50,000 on November 1, 1998  
moves to \$55,000 on November 1, 1999  
moves to \$62,000 on November 1, 2000

### **B. Those Pilots hired between May 1, 1998 and December 18, 1998**

(the 9 pilots hired between, May 1, 1998 and December 18, 1998 will move to level 2 of the payscale 6 months after their date of hire. They will then move to Level 3 one year after their date of hire)

Pilot hired August 1, 1998 gets \$40,000 and moves to \$46,000 on February 1, 1999 (6 months)  
moves to \$50,000 on August 1, 1999 (12 months from DOH)  
moves to \$52,000 on November 1, 1999 (new scale)  
moves to \$55,000 on August 1, 2000 (24 months from DOH)  
moves to \$58,000 on November 1, 2000 (new scale)

### **C. Those Pilots hired after December 18, 1998**

(Advancement up the payscale shall start at Level 1 for 6 months. Level 2 salaries will be paid for one year (total of 18 months from date of hire). Pilots will move to subsequent levels annually thereafter as per Article 6. Anniversary dates for pay purposes will be adjusted by 6 months once the pilot has moved to Level 2 pay).

Pilot hired January 1, 1999 gets \$40,000 and moves to \$46,000 on July 1, 1999 (6 months)  
moves to \$48,000 on November 1, 1999 (new scale)  
moves to \$52,000 on July 1, 2000 (18 months from DOH)  
moves to \$55,000 on November 1, 2000 (new scale)  
moves to \$58,000 on July 1, 2001 (30 months from DOH)

R. Wells

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**FIRST OFFICER**

Level	Effective 01 NOV 98	Effective 01 NOV 99	Effective 01 NOV 2000
10	-	-	73,000
9			71,000
8		66,000	69,000
7	62,000	64,000	67,000
6	61,000	63,000	66,000
5	57,000	59,000	62,000
4	53,000	55,000	58,000
3	50,000	52,000	55,000
2*	46,000	48,000	51,000
1**	40,000	40,000	40,000

\* (7 Months- 18 Months)

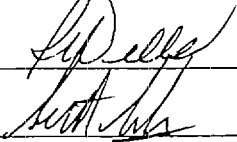
\*\* (0 Months - 6 Months)

Advancement up the payscale shall start at Level 1 for 6 Months. Level 2 salaries will be paid for one year (18 Months from Date of Hire). Pilots will move to subsequent levels annually thereafter as per Article 6.

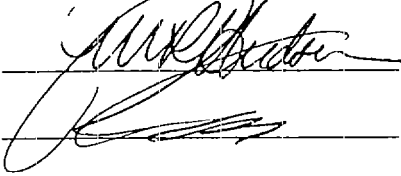
Anniversary dates for pay purposes for all new hire pilots will be adjusted by six months once the pilot has moved to Level 2 pay.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day 2 3 of APRIL, 1999.

FOR THE COMPANY

  
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FOR THE ASSOCIATION

  
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LETTER OF UNDERSTANDING

BETWEEN:

CANADA 3000 AIRLINES LIMITED

AND

THE PILOTS' ASSOCIATION OF CANADA

COMPENSATION FOR CALL-OUT OR FLIGHT EXTENDING INTO GDO

The Pilots Association of Canada and the Company agree to the following changes to the contract language to reflect our agreement on the issue of GDO Pay. Changes to the Collective Agreement are highlighted.

12.09 Compensation for Call-Out or Flight Extending into GDO

a) A pilot who is called out by the company and flies on a GDO shall be paid in addition to his salary for all credit hours earned on the GDO **as calculated by the greater of**

- (i) **the actual flight time, OR**
- (ii) **the scheduled flight time, OR**
- (iii) **the minimum duty period guarantee of four (4) hours, OR**
- (iv) **a credit of one half (1/2) of the actual duty period, OR**
- (v) **a trip hour guarantee of one (1) hour for each four (4) hours of total trip time commencing at the scheduled reporting time (or actual reporting time, whichever is later) at his PBA prior to the first flight in a pairing until release from duty at his PBA after the last flight in the pairing.**

b) A pilot whose previous duty day extended past 0200 (local time at his PBA) into a GDO shall be paid in addition to his salary, **for actual credits earned on his GDO, with no minimum duty period guarantee.**

c) **The calculation of credits earned on a GDO is to determine compensation for losing all or a portion of the GDO. These hours will be paid in addition to hours earned in the month, including overtime hours, as per Article 12.02.**

d) **The GDO's in a) and b) above shall not be replaced.**

12.10 **Remove (refer to 12.08 for reassignment).**

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day 27 of APRIL 1999.

FOR THE COMPANY

  
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FOR THE ASSOCIATION

  
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## APPENDIX D

### CANADA 3000 PILOT PLANNING/SCHEDULING RULES

INTENT - The purpose of these scheduling rules is to provide an orderly method of distributing flying, The Company and the Pilot Association of Canada (PAC) recognizes that these rules may not adequately cover all scheduling situations that may arise now or in the future. The Company will review these rules from time to time in consultation with the PAC Flight Crew Scheduling Committee. Where a discrepancy exists between these scheduling rules and the CARS, the most restrictive will take precedence.

The Pilot Crew Scheduling Committee has a representative(s) during the block award process. All grievances and inquiries of the block awards once completed and distributed will be processed by this committee.

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## SECTION ONE - CREW PLANNING

### THE PLANNING PROCESS

Pairings are constructed by the crew planning department to be distributed to allow a minimum of 10 days to bid for the upcoming bidding month. The bid closure deadline will be not earlier than the 9<sup>th</sup> day of the month.

The final Bid Awards will be distributed by the 21<sup>st</sup> - 23<sup>rd</sup> of the month. These dates may be extended due to operational circumstances and will be posted in the bid and/or award packages as necessary. Any pairings that may have been deleted, changed, or added prior to the bid closure date will be posted in the Bid Binder located in the Pilot's briefing area.

The Flight Crew Scheduling Committee shall have the right to meet with the Company for the purpose of advising and consulting with concerns of the allocation and re-allocation of flying time among bases and other scheduling problems as they arise from time to time and as otherwise provided in this agreement. The committee shall be notified of proposed schedule and pairing changes as far in advance as possible and will receive copies of the "Sales Alerts" as issued from time to time.

### DEFINITIONS

**Month** - means a complete calendar month commencing 02:01 on the first day of the month except the months of January, February and March shall be divided into three (3) periods from January 1<sup>st</sup> to January 30<sup>th</sup> inclusive, January 31<sup>st</sup> to March 1<sup>st</sup> inclusive (including a leap year) and March 2<sup>nd</sup> to March 31<sup>st</sup> inclusive.

**Day** - means; a twenty-four (24) hour period, commencing at 02:01 hours measured at the Pilot's PBA.

**Guaranteed Day Off (GDO)** - means a day, starting at 02:01 local time starting at the Pilot's PBA on which a Pilot is not scheduled to report to work for any of the following:

- a) Flight Duty
- b) Flight or Ground Training
- c) Reserve Duty
- d) Deadheading
- e) Any other form of work

**Grey Day** - means a day in which a Pilot is not scheduled for any of the following:

- a) Flight or Ground Duty
- b) <Guaranteed Day Off
- c) Reserve Duty
- d) Deadheading
- e) Any other form of work

A Grey Day will be shown as a "blank" day on the blocks

**Flight Time** - OUT TIME to IN TIME as recorded in the journey log book

**Flight Time Limitations** - except as noted under Unforeseen Operational Circumstances, the flight time of a Pilot shall not exceed:

- a) 1200 hours in any 365 consecutive days
- b) 300 hours in any 90 consecutive days
- c) 120 hours in any 30 consecutive days
- d) 40 hours in any 7 consecutive days

**Pairing** - means a prearranged flight. or series of flights that will be identified for bidding and scheduling purposes.

**Block** - means a series of pairings and time off assigned to a Pilot for a given month.

**Report Time** - means the time designated for the Pilot to report for duty. Report time will be scheduled one hour thirty minutes (1:30) prior to the scheduled departure time for all duty periods reporting at home base and for all EROPS flights away from home base. When reporting for a duty period at the airport terminal away from the Pilot's home base, the report time will be one hour (1:00), except for EROPS flights.

**Rest Period** - means a period of time free from all duty with the Company. For the purposes of reference, the following is a summary:

- i. **Home Base - The** minimum rest period at a Pilot's home base will not be less than eleven hours forty-five minutes (11:45). This period includes a total time allowance of three hours forty-five minutes (3:45) for travel, meals, hygiene and personal affairs, plus eight (8) hours allocated for sleep. The rest period will be calculated as commencing fifteen (15) minutes after logged time "IN" and terminating at a scheduled report time at the company facility.

- II. **Away from Home Base** - The minimum rest period at a facility away from a Pilot's home base will not be less than ten hours forty-five minutes (10:45). This period includes a total time allowance of two hours forty-five minutes (2:45) for travel, meals, hygiene and hotel formalities plus eight (8) hours allocated for sleep.
- III. **Transoceanic Flight** - twenty-two hours fifteen minutes (22:15) crew rest from debrief to report time at home base for pairings that have a layover with more than four (4) time zones away from base during a transoceanic flight.
- IV. **Long Range Flight** - the rest must be at least equal to the preceding flight duty time.
- V. **Deadheading** - when the duty period ends with a deadhead, the minimum rest will be increased by half the amount of the deadhead period past the 14/15 hour duty day or the Long Range flight, whichever is greater.
- VI. **Company Related Requirements** - crew rest prior to meetings and other training related activity; the home/away from base, or "long range flight" rest will apply.
- VII. **All company required ground courses** - the applicable rest period will apply to either the at home or away from base rest.
- VIII. **When a duty period is planned to exceed 17 hours** as a result of deadheading and a Pilot is not planned to a 36 hour rest at the completion of the duty period, he shall be given a rest period that will include 2 local nights off upon his return to his home base.

**NOTE:** A Pilot may waive his rest in parts VI, VII, VIII at his discretion in order to attend a Company assigned ground training. The Pilot under Part VIII above may waive his second night's rest to fly a pairing. The Pilot will express this waiver during the day to day crew scheduling function.

### **Flight Duty Time**

- a) Is the time necessary to prepare for, execute and terminate a flight or series of flights and the administrative functions associated therewith. For Canada, 3000 Pilots, flight duty time shall be defined as starting from the report time prior to scheduled take-off time until fifteen (15) minutes after the final stop of the day (time "IN" + 15).



- b) Where a Pilot is required to travel to position prior to a flight, all travel time following the designated reporting time (travel + duty) will be included as Flight Duty Time.
- c) A flight duty time period may be scheduled to fourteen (14) hours maximum if the period ends with the last leg operating. The fourteen (14) hour scheduled duty day may be extended up to one hour by means of an augmented crew.

**Duty Period** - means the elapsed time during which a Pilot is continuously on duty from scheduled reporting time (or actual reporting time, whichever is later) until time of release from duty and which is not broken by a rest period of eight (8) hours or more.

A duty period may be planned up to nineteen (19) hours with deadheading on the last part of the duty day.

**Reserve** - means a Pilot is required to be available at a designated telephone number to receive flight duty assignments and to report for flight duty not later than two (2) hours after the assignment is received.

Reserve duty is broken down into two different time frames, referred as "A" and "B" reserve coverage. Both reserves will be a 14 hour period.

"A" reserve coverage will commence at 03:01L and finish at 17:00L

"B" reserve coverage will commence at 12:01 L and finish at 02:00L

**Note:** A day of reserve only is not a flight duty period. Reserve duty does not constitute flight duty under Time Free from Duty rules under section "c)" below.

**Time Free From Duty** - each Pilot must be provided at home or away from base:

- a) 36 consecutive hours free from duty once within each 7 consecutive duty days, or;
- b) 3 consecutive calendar days free from duty within each 17 consecutive days, (in this case, the Calendar day shall be 00:01 hours to 24:00 hours local time as defined by the CARS}, and;
- c) at least 24 consecutive hours free from duty following 3 consecutive flight duty time assignments that exceed 12 consecutive hours unless the Pilot has received at least 24 consecutive hours free from flight duty between each of these flight duty assignments.

**Long Range Flights** - means a flight or series of flights that terminates more than 4 one-hour time zones from point of departure, other than flights conducted entirely within the Northern domestic airspace, and;

- a) is limited to three (3) sectors;
- b) only one sector, excluding one unscheduled technical stop, may be completed after a transoceanic sector.

**Vacation** - Any vacation entitlement period must be taken as a minimum of seven (7) vacation days except as in 13.05 and 13.17. During the period commencing June 25th to September 7th a Pilot with less than six (6) years of employment can bid for a maximum of fifteen (15) vacation days. A Pilot with six (6) years or more of employment can bid for a maximum of twenty-one (21) vacation days. Any surplus vacation slots during the period of June 25th to September 7th will be awarded by seniority.

If a Pilot indicates on his vacation bid form his willingness to accept a vacation bid of less than seven (7) days, such vacation period may be awarded, if available, according to Article 13.08. No vacation period shall be less than five (5) d a y s .

Pilots will be awarded their vacation in order of seniority on their PBA at the time of award subject to the rules of Article 13.

No minimum crew rest is provided prior to commencing vacation,

**Deadheading** - means the positioning of a non-operating Pilot from one location to another at company request.

**Split Flight Duty Time** - the flight duty time can be extended by up to one-half the length of the rest period used to divide the duty periods up to a maximum of three (3) hours if:

- a) Pilot has advance notice of the split flight duty time;
- b) The Pilot receives a rest period of at least four (4) hours in suitable accommodation of single rooms;
- c) The Pilot's rest is not interrupted by the Company during the rest period, and;
- d) The following minimum rest period is increased by an amount at least equal to the extension.

**Note:** The minimum time between duties for a split duty day shall include the four hours (4:00) at the hotel, one hour (1:00) hour total travel time to/from the hotel, fifteen minutes (:15) debrief time, and the report time as specified by definition.

## **Hotel Rooms**

**Away from base** - for layovers, four (4) hours or more and less than seven (7) hours, a day room will be scheduled. For mixed gender flight deck crew, two (2) rooms will be provided. Any layovers in excess of seven (7) hours, individual day rooms will be scheduled.

Individual day rooms will be provided if the layover commences between 23:00 and 08:00 at the layover location.

**Credits** - details of credits can be found in Article 12.01 of the current Agreement,

## **BIDDING**

**Information** - the following information will be published by the planning department with each bid pairing package:

- a) Bid closure date
- b) List of all Pilots who require recurrent training, ground training and required seminars.
- c) List of all absences for each Pilot - vacations, LOA.
- d) A bid window average target for each Base, Equipment and Status.
- e) A pairing summary of all known pairings available with a chart showing check-in time, off-duty times, legal for next pairing time, total credit, overlap credit, daily crew required and the start day requirements.
- f) Each pairing will be numbered and shall include:
  - dates
  - flight numbers
  - points of departure and arrival
  - positions required
  - departure and arrival times in local time
  - scheduled flight and duty times
  - credit time for each sector, and total pairing credit

- . TAFB
  - hotel and transport
- g) All ground school training will be bid for as part of the bid window.
- h) Recurrent simulator will be assigned and included in the bid package with consideration being given to advance requests.
- i) all pre-selected pairings for line indoctrination, the Safety Officer, VP and Chief Pilots, and Assistant Chief Pilots.

**Computer Bidding** - each Pilot may submit a bid indicating his preferences.

- a) In exceptional circumstances the Pilot may fax his bid.
- b) In the event a Pilot submits an invalid bid, or does not bid sufficient pairings to protect his seniority, or fails to submit a bid, crew planning will rely on the Standing Bid in the computer. If there is no Standing Bid on file the Crew Planner will assign the block.
- c) All Pilots will be entitled to receive a minimum of ten (10) Guaranteed Days Off in each month. A Pilot will not be assigned any stand alone GDO's by Crew Planning.
- d) The company may assign a Company Check Pilot to certain pairings to cover line indoctrination or route/airport evaluation. These pairings will be assigned in advance and will not be available for bidding.

### **NEW HIRE, TRANSITION OR UPGRADE**

Pairings will be preselected for the line indoctrination period prior to the distribution of the bid package.

### **BLOCK CONSTRUCTION**

The PAC Flight Crew Scheduling Committee may monitor and view the blocking process. Any inquiries arising from the published block awards may be taken initially to the appropriate Crew Planner, and then to their blocking representative if still unsatisfied.

Crew Planning will construct the blocks with the following objectives:

- a) To grant the preferences bid by Pilots in order of seniority subject to the CARS, the collective agreement and these scheduling rules.

- b) Avoid a pairing which conflicts with a pairing from a previous month.
- c) Adhere to the CARS regulation pertaining to consolidation period.
- d) Ensure the correct amount of GDO's are awarded. These GDO's will be pro-rated with respect to medical, base transfer, initial training, upgrade/downgrade training and difference training. These days are pro-rated on a 3:1 scale.
- e) Reserve days will commence no sooner than eleven hours and forty-five minutes (11:45) after the end of the previous duty day. Crew Planning may award and/or assign a pairing not less than ten hours (10:00) after a scheduled Reserve day.
- f) The Scheduling Rules shall prohibit a pilot who is age 60 or more from bidding for flying or Reserve Duty that he cannot perform because of his age.
- g) Safety Officer - the Company Safety Officer may select up to 50% of the bid window prior to the distribution of the bid package.

## SECTION TWO - CREW SCHEDULING

Crew Scheduling is the day to day operation of the flying program.

Once the Crew Planning department has awarded and distributed the block awards, the information is downloaded into Crew Scheduling's CREWTRAC computer system, which is now the "live" version of the blocks. CREWTRAC is constantly changed, day to day, to reflect the actual records of what happened or what is scheduled to happen up to the end of the current month. This system is used to track hours, hotels, per diem, transport, payroll, legalities, etc...

Once the actual times are entered into FLITETRAC in Flight Operations, these times go into CREWTRAC and the system will evaluate, calculate, and give warnings of potential upcoming problems. CREWTRAC calculates the actual hard hours up to midnight local to the Pilot's base for Transport Canada Flight Time Limitations.

Once the bid period has closed, any Company internal "Sales Alerts" which change any of the pairings will be handled by the Crew Scheduling department once the awards have been distributed.

### DEFINITIONS

**Displacement** - means when a pairing or part of a pairing has been removed from a Pilots block for training or checking purposes. This time may now be classified as reassignable.

Displacement credits are summarized under Article 12.01(k) of the Agreement.

**Reassignable** – means a Pilot who is eligible for assignment due to a cancellation or displacement from his assigned block or early return from other absence.

A Pilot who is reassignable shall be treated as follows;

- 1) If crew scheduling directs him to remain reassignable he shall receive the credit for the cancelled flight and shall call Crew Scheduling between 18:00 and 20:00 local at his PBA each evening prior to each day of the displaced or cancelled pairing or planned absence to confirm reassignment. Such reassignment shall not extend beyond the original assignment or planned absence and any succeeding grey days. If the Pilot is reassigned as above he shall receive the appropriate credit for the greater of the duty completed or the duty originally scheduled.

- 2) If the Pilot is told by crew scheduling that he is not reassignable he shall receive no credit for the duty that was scheduled but cancelled before he reports for duty and he will be considered to be on a grey day.
- 3) If the duty is changed after he reports for the duty at the assigned time, he shall receive the appropriate credit for the greater of the duty completed or the duty originally scheduled or, in the case of cancelled flight, the minimum duty period guarantee as in Article 12.01 (a) (iii).

**Checking Off** - all Pilots are required to check-off a minimum of 12 hours prior to the report time of all scheduled pairings, ground schools, and all other company related courses.

**Booking Off** - when a Pilot is unfit to fly, he will call Crew Scheduling with as much notice as possible to book-off. The Pilot will remain on book-off status until he calls to book back on. Book off days will not be counted as sick days if they fall on GDO or vacation days.

**Booking On** - to book on for the next scheduled pairing, a call to Crew Scheduling by 13:00L the day prior is required. The Pilot may call scheduling prior to 13:00L to hold their flight until later that day in order to book back on after a doctor's appointment, etc.

**Unforeseen Operational Circumstances** - is defined as any unplanned event beyond the control of Canada 3000 that occurs after the Pilot leaves the rest facility (home or hotel) to start a flight duty period.

Unforeseen operational circumstances may include but are not limited to: unforecast weather, equipment malfunctions, ATC delays, etc.

## **EXTENSIONS TO SCHEDULED DUTY DAYS**

### **I. Unforeseen Operational Circumstances**

The flight duty time limits (at home or away from base) may be extended up to a maximum of three (3) hours if:

- a) the Pilot-in-command, after consultation with the other crew members, considers that it is safe to do so, and;
- b) the minimum rest period prior to the next flight duty time is increased by an amount at least equal to the extension of the duty period beyond 14/15 hours;

- c) Where an extension due to unforeseen circumstances causes a Pilot to exceed the Flight Duty Time or Flight Time Limitations, the flight is permitted to continue to destination and a report of the circumstances shall be made.
- 1) The Pilot-in-command shall report the reason and the length of the extension in the Captain's report;
  - 2) Crew Scheduling will advise Transport Canada of the extension as soon as practicable, and retain the Captain's report on file until the next audit is completed by Transport Canada. "As soon as practicable" is at the end of each month in a consolidated report as agreed by Canada 3000 and our POI (Principle Operating Inspector).

## II. Delayed Reporting Time

Where a Pilot is notified of a delay in reporting time prior to leaving the rest facility (home or hotel) and the delay is in excess of three (3) hours, the Pilot's duty day will be considered to have started three hours after the original reporting time. Where the delay is less than three hours, the duty day will be considered to start at the actual delayed report time.

If flying back to back pairings or flight duty, the Pilot may be advised of a delay to establish a new report time, provided that:

- a) the Pilot is advised at least 10 hours prior to the original report time.
- b) this is only to advise of a delay, it is not for drafting purposes.
- c) this new report time is not subject to the three (3) hour Transport Canada rule as this new report time was established prior to the start of the crew rest from the original report time.

**Note:** If the delay occurs less than 10 hours prior to the original report time, Crew Scheduling will attempt to advise the Pilot 1.5 to 2 hours prior to report time. This type of delay is subject to the Transport Canada three (3) hour rule as per the first paragraph on the Delayed Reporting Time clause above.

## EXTENSIONS TO REST PERIODS

The following crew rest extensions will apply at home or away from base:



- a) Where the flight duty time has been scheduled to more than 14 hours, by means of an augmented crew, the minimum rest period following must be increased by two (2) hours.
- b) Where the crew duty day has been extended by unforeseen operational circumstances beyond the 14/15 hour duty day, the minimum rest period will be increased by the amount at least equal to the extension of the flight duty period beyond 14/15 hours.
- c) Where the Pilot has been required to travel for positioning after a duty period, the rest period will be increased by an amount at least equal to one half the extension of the day over 14 hours.
- d) Where the Pilot has completed a Long Range Flight, the minimum rest period must be at least equal to the length of the preceding flight duty time.
- e) Where the flight duty time has been extended by means of the split duty time rule, the following rest must be increased by at least the time equivalent: to the extension of the flight duty time above 14 hours,
- f) Following a transoceanic flight, the company standard is 22:15 hours at home base.
- g) Following a transoceanic flight that terminates away from home base, the crew rest of **Long** Range Flight will apply or the away from home base rest, whichever is greater.
- h) When a duty period exceeds 17 hours as a result of deadheading and the Pilot does not have a 36 hour rest at the completion of the duty period, he shall be given two nights off upon return to his PBA.

DRAFT - means the assignment of a Pilot to any duty not in his awarded block.

### **Assignment of Additional Duty**

Pilots may be assigned to additional duty not scheduled on their blocks. Additional flying duty, including related deadheading shall be assigned amongst pilots in the same base, equipment and status in the following sequence. The Company reserves the right to assign any flight to a management pilot without regard to the following sequence and such flying shall be deemed to be "additional flying" under 9.03 (d).

- a) Call-outs within twenty-four (24) hours prior to the start of a pairing to pilots who are:

- (i) reassignable
  - (ii) on scheduled reserve
  - (iii) on a grey day (no duty, GDO, leave or vacation scheduled) in the reverse order of seniority amongst those who have less than ninety (90) projected credit hours in the month.
  - (iv) on a GDO and who have previously registered their willingness to accept a GDO draft in order of seniority from amongst those who have less than ninety (90) projected credit hours in the month. A pilot on a GDO may initially refuse such assignment provided that if the junior of such pilots may be required to fly as assigned.
- b) Call-outs more than twenty-four (24) hours prior to the start of a pairing to pilots who are:
- (i) reassignable.
  - (ii) on a grey day (no duty, GDO, leave or vacation scheduled) in reverse order of seniority amongst those who have less than ninety (90) projected credit hours in the month.
  - (iii) on scheduled reserve.
  - (iv) on a GDO and who have previously registered their willingness to accept a GDO draft in order of seniority from amongst those who have less than ninety (90) projected credit hours in the month. A pilot on a GDO may initially refuse such assignment provided that if the junior of such pilots may be required to fly as assigned.
- c) In order to ensure the departure of a flight the Company may vary the sequence of call-outs where time is critical- by calling a pilot who has previously registered his willingness to accept a GDO draft.
- d) **A GDO FLYING REGISTER BOOK**

A GDO Flying Book will be maintained by Crew Scheduling for any pilot expressing their willingness to accept a GDO draft for pay and credit purposes under Article 12.09 a) and 12.10.

To GDO 'fly, the pilot shall advise Crew Scheduling on the date(s) he has GDO's and wishes to fly. ( Least block disruption within the award will be taken into consideration.)

The following criteria must be met in order to be awarded an open flight:

- a) Guaranteed days off (GDO's) will be forfeited and not replaced,
- b) The pilot must be legal in all aspects - crew rests, hard hours, etc.

#### FLIGHT DELAYS

A Pilot may have crew scheduling advise the family or a contact person of a delay arriving back to base three (3) hours or more beyond the original scheduled time. The Pilot must advise crew scheduling to annotate their block with either one (\*) which means to call anytime. Two (\*\*) means to refer to specific instructions. No annotation will mean no calls will be exercised.

#### HOTEL ROOMS

**Home Base** - upon completion of an operating duty day past 16 hours due to "unforeseen operational circumstances", the pilot shall, upon request, be provided with a hotel room from the Crew Scheduling Department upon arrival back to the home base.

Upon completion of a duty day ending with a deadhead extension past 18 hours, the crew shall, upon request, be provided with a hotel room from Crew Scheduling upon, arrival back to the home base.

**MUTUAL SWITCHES** - Pilots may trade trips with other crew holding the same base, equipment and status.

- a) The exchange must be in writing and submitted to Crew Scheduling at least 24 hours in advance; if positioning on other carrier is involved, then 72 hours in advance is required. Under exceptional circumstances, a switch may be approved without the above 'advanced notice.
- b) Any GDO's displaced by the switch will be assumed into the other Pilot's block.
- c) Switches must be legal in all aspects; minimum crew rest, flight time limitations and qualifications for aircraft type etc.
- d) A switch will not be approved if it creates an overtime situation, unless the resulting overtime is waived as part of an agreed condition prior to approval.

- e) A reassignable day may be involved in a switch. This type of day is not a pairing or reserve. This type of day must have at least 12 hours of legal reassignable availability within the accepting Pilots block.
- f) Reserve days may be switched with 10:00 hours prior and after the reserve time frame, If called out, Crew Scheduling will ensure the minimum rest of 10:45 hours prior to the report time is applied.
- g) New hire, upgrade/downgrade, transition Pilots are restricted from mutual switches until they complete their line indoctrination.

## SECTION THREE - PAYROLL

### DATE FRAMES

The following are the date frames for per diem, GDO pay, and any additional credit hours:

- a) per diem and GDO pay dates are broken down into two<sup>(2)</sup> date frames for calculations; the beginning of the month 1<sup>st</sup> to the 15<sup>th</sup>, and the next from the 16<sup>th</sup> to the end date of the month.
- 1<sup>st</sup> to 15<sup>th</sup> - per diem and GDO pay will be paid on the 30<sup>th</sup> payroll.
  - 16<sup>th</sup> to the end of the month - per diem and GDO pay will be paid on the 15<sup>th</sup> payroll date.

In the event a Pilot exceeds ninety (90) credit hours per month, such excess hours will be payable at hourly rates of pay as per Appendix A-I of the collective agreement on the following 15<sup>th</sup> payroll date.

### CALCULATIONS

**Per Diem** - the CREWTRAC system will calculate all the per diem during the actual layover as in Article 10.01.

If a pilot starts a layover on the cut off date (15<sup>th</sup> & last day of the month), the system will account for all the per diem during that layover city until he departs, Therefore it does not cut off at midnight on the cut off date.

**Payroll** - the credits covered under Article 12.01 are utilized for pay purposes,

### PAYROLL HOURS AND PER DIEM RATES

Extra hours will occur once the Pilot exceeds 90 credits hours per block month.

A pilot shall be paid the following expense allowance for each hour or fraction thereof to the nearest minute for time on the ground, excluding surface deadheading of less than one (1) hour, when away from his PBA base on company business for all periods over four (4) hours commencing at arrival time and ending at departure time according to the following schedule. The applicable rate shall be that of the destination at which the pilot will take the rest period.

Effective November 1, 1998:All in Canadian dollars:

Canada	\$3.00
Australia	\$3.05
Austria	\$3.50
France	\$3.80
Germany	\$3.35
Iceland	\$4.00
Ireland	\$3.70
Netherlands	\$3.70
New Zealand	\$2.70
Portugal	\$3.35
Switzerland	\$4.25
United Kingdom	\$3.85
United States	\$3.45
*Other	\$3.20

\* Other is for unplanned layovers which are not part of a series of flights.

In addition, transportation to and from rest quarters away from the airport shall be provided by the Company on arrival and departure.

