



**AGREEMENT NO 3**  
**BETWEEN**  
**JAZZ AVIATION LP**  
**AND**  
**THE PILOTS IN THE SERVICE OF**  
**JAZZ AVIATION LP**  
**AS REPRESENTED BY THE**  
**AIR LINE PILOTS ASSOCIATION**  
**INTERNATIONAL**  
**EFFECTIVE JULY 1, 2015 TILL JUNE 30, 2016**

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**MEMORANDUM OF SETTLEMENT**  
**FOR COLLECTIVE AGREEMENT No 2 BETWEEN**

**JAZZ AVIATION LP (the “Company”)**

**and the**

**AIR LINE PILOTS**

**in the service of JAZZ AVIATION LP**

**as represented by the**

**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (“ALPA”)**

**TERMS FOR THE MEMORANDUM OF SETTLEMENT**

**WHEREAS:** The parties have reached an agreement on terms to amend Collective Agreement No 2 which shall continue as modified until June 30<sup>th</sup> 2015;

**ANDWHEREAS:** The parties wish to provide for stability in their relationship for the next 11 years, until December 31, 2025;

**ANDWHEREAS:** The Company’s ability to operate under multiple Air Operating Certificates (“AOC”) to reflect an amended business and operational model consistent with the evolving Capacity Purchase Agreement (“CPA”) relationship between Air Canada and the Company is a benefit to both Parties;

**ANDWHEREAS:** The parties shall meet as soon as possible to produce and finalize the language to amend Collective Agreement No 2;

**NOW THEREFORE,** the Parties hereby agree:

1. In the event the Association ratifies the Memorandum of Settlement (“MOS”) dated January 12, 2015, Collective Agreement No 2 shall continue as modified for the term of the Collective Agreement.
2. Upon Ratification, this MOS constitutes an agreement under s. 79 of the Canada Labour Code respecting the renewal, revision and/or entering into a Collective Agreement for each of the periods stipulated herein.

3. For the purpose of this MOS, the term Collective Agreement shall include all Collective Agreements contemplated in the MOS.
4. The Company may establish a separate operating certificate for the Classic Airline (Dash-8-100, 300). In such case, all aircraft in all operating certificates shall be flown only by Jazz Pilots under this Collective Agreement utilizing Pilots on the Jazz Pilot System Seniority List ("PSSL"). A definition of Classic Airline shall be added to Section 3-15 (DEFINITIONS).
5. All Pilot's whose names appear on the PSSL prior to ratification, shall be "Green Circled" for all purposes for all Collective Agreements covered under this MOS unless otherwise provided for. A definition of "Green Circled Pilot" shall be added to Section 3-15 (DEFINITIONS).
6. Subject to ALPA providing a list of eligible pilots by February 12, 2015, the Company shall, by March 10, 2015, pay a maximum lump-sum bonus of Ten million cad dollars (\$10,000,000) to the Pilots. This shall be distributed, in accordance with LOU 26.
7. Section 10 (PAY) shall be amended in accordance with Appendix 1.
8. The Parties agree to meet to discuss Pilot rates being paid at a percent of Pilot Positions. (As per Underpass/Overpass discussions), however there is no requirement for either party to implement such without mutual agreement.
9. The Parties agree to a new ALPA Performance Incentive Plan ("APIP") as outlined in Appendix 2 which shall be included in the Collective Agreement as Section 10-10 (ALPA PERFORMANCE INCENTIVE PLAN).
10. Section 20 (BENEFITS) shall be amended in accordance with Appendix 3.
11. The Company agrees to provide a Loss of License Offset Premium (LOLOP) payment to equate to a 70/30 company/employee split of benefit premiums. The Parties shall meet every six (6) months to review the target calculations.
12. Section 12 (MEAL AND DAILY INCIDENTAL ALLOWANCE) shall be amended to reflect that all Meal and Daily Incidental Allowances shall increase by two percent (2%) effective July 01, 2015 and each succeeding year.
13. Notwithstanding 12. above, all other expenses and allowances shall increase by two percent (2%) effective January 01, 2015 and each succeeding year.
14. Section 21-5 (INVOLUNTARY MOVING EXPENSES) shall be amended to reflect that all dollar amounts listed shall be increased by two percent (2%) annually.

15. The Company shall, in an expedited manner, purchase the units and implement LOU 20 (Flight Crew Electronic Unit Program), subject to regulatory approval.
16. The Early Retirement Program (ERP) outlined in Appendix 4 shall be incorporated into the Collective Agreement as LOU 27.
17. The Parties agree that the service life of the roller bag in Section 14-2 (SUPPLY AND ENTITLEMENT) shall be increased to thirty six (36) months with the purchase of the "Luggage Works Executive 22" Rolling Bag. If the model/type is no longer available then the service life of the roller bags shall return to twenty four (24) months unless a roller bag of equal quality can be mutually selected.
18. The Parties agree to mutually source out a higher quality winter parka and amend Section 14-2 (SUPPLY AND ENTITLEMENT). The service life of the parka shall be determined by dividing the cost of the parka by one hundred (100). This shall be rounded down at point seven five (.75). This cost shall be deducted from the Pilots uniform credit equally over the service life of the parka.
19. Section 14-2.01(SUPPLY AND ENTITLEMENT) Increasing carryover value year-to-year (50% of full allotment).
20. For Pilots who have greater than three hundred dollars (\$300) in their uniform account as of December 31, 2014, the Parties agree that due to the change in uniform supplier, the uniform top up and carry over contemplated in Section 14-2.01 (SUPPLY AND ENTITLEMENT) shall be delayed until sixty (60) days after the activation of the account at the new supplier.
21. Section 2-6.02 a) (SCOPE) shall be amended to reflect the change in the 339000 MADUG Block Hours to the table representing the yearly minimums found in Appendix 6.
22. Section 2-6.02 b) (SCOPE) shall be amended to reflect the change in the number of covered aircraft from 125 to the Long Range Fleet Plan table found in Appendix 6.
23. Section 2-6.01 (SCOPE) shall be amended to include appropriate reference to all CPAs.
24. Section 5-1 (GENERAL) shall be amended to include that any "Green Circled" Captain at the date of ratification reduced in Status shall be pay protected until such time as their seniority allows them to regain their Captain Status.
25. Section 6-1.13 (LAYOFF) shall be amended to replace the one hundred twenty four (124) aircraft with the minimum in accordance with the Long Range Fleet Plan table found in Appendix 6.

26. Section 15-7 (VACATION/STAT CREDITS) shall be amended to reflect that a Pilot may elect to take up to twenty (20) Credits as carry in Credits for their monthly bid instead of the actual vacation week. A Pilot will have the choice of bidding this option during the yearly vacation bid or by indicating their desire on his monthly schedule bid.
27. Section 15-1.10 (ENTITLEMENT) shall be amended to include vacation days along with Stat days.
28. Section 7-3.0 (SCHEDULING) shall be amended to remove the overtime premium from ATE's.
29. Section 8 (SCHEDULING) shall be amended and become effective as per Appendix 5.
30. The Parties agree to incorporate the Pilot Mobility Arrangement (PMA), as outlined in Appendix 7 as LOU 28.
31. Section 5-10 (FREEZES) shall be amended as outlined below:
  - a. No freeze for Captain upgrades.
  - b. New Hire initial freeze – forty eight (48) months for New Equipment assignment, however this freeze shall be twenty four (24) months if the Pilot is bidding to a Base that he could not have previously held.
  - c. Subsequent Initial training freeze – forty eight (48) months.
  - d. Any Pilot taking advantage of the PMA may be frozen in their Position for the eighteen (18) months prior to their course date; however they shall be paid as if they were in their awarded Position if that Position holds a higher rate of pay. In the event that the Air Canada course date is changed (such that the Pilot could not be frozen) or cancelled the Pilot shall be trained in his awarded Position within the next two (2) Bid periods.
32. The following LOU's and all AFL's shall remain in effect:
  - a. LOU No. 1 Workplace Language
  - b. LOU No. 2 US Department of Justice Waiver Requirement
  - c. LOU NO. 3 Airports Authority
  - d. LOU NO. 5 Human Rights Investigative Files
  - e. LOU NO. 6 New Hire Pilots Expenses
  - f. LOU NO. 7 Training Pilot Vacation Bidding
  - g. LOU NO. 9 Christmas Day Credit
  - h. LOU NO. 10 Sec 10-1.04 Pay Discrepancies
  - i. LOU NO. 13 Pilot Wellness Committee
  - j. LOU NO. 15 Flica

- k. LOU NO. 17 Training Pilot Credit Hour Limits and Department Reductions
- l. LOU NO. 18 Recurrent Ground School Training Distance Learning Program
- m. LOU NO. 19 Expanded Charter Operations
- n. LOU NO. 20 Flight Crew Electronic Unit Program
- o. LOU NO. 22 Removal from the LOFT Program
- p. LOU NO. 23 ALPA New Hires

33. The Company shall continue to provide to all “Green Circled” Pilots benefits under the Jazz Defined Benefit Pension Plan currently in effect. Section 28 (PENSION) shall be amended to reflect that all Pilots hired post ratification, shall be enrolled in a Company sponsored Defined Contribution Plan under the Years Of Service (YOS) contribution rate below:

YOS	PILOT	COMPANY
1 <sup>st</sup>	4%	4%
2nd-3 <sup>rd</sup>	5%	5%
4 <sup>th</sup>	6%	6%
5 <sup>th</sup>	6%	7%
6th+	6%	8%

34. Upon the expiry of Collective Agreement No 2 on June 30, 2015, Collective Agreement No 3 shall be effective from July 1, 2015 to June 30, 2016; Collective Agreement No 4 shall have a term of July 1, 2016 to June 30, 2019; Collective Agreement No 5 shall have a term of July 1, 2019 to June 30, 2022; and Collective Agreement No 6 shall have a term of July 1, 2022 to December 31, 2025.

35. The Parties agree that each successive new Collective Agreement after Collective Agreement No 3 shall be identical to the previous Collective Agreement, except that the Parties have also agreed that either may seek changes to the new Collective Agreement in accordance with the following procedure:

- a. Either Party may serve Notice To Bargain within one hundred twenty (120) Days prior to the expiry by providing Notice (The Open Period). The Parties shall agree on a date(s) to meet in good faith and make every reasonable effort to negotiate in relation to the changes sought by the Parties.
- b. If ninety (90) Days after the commencement of negotiations the Parties have failed to reach an Agreement on any or all items, either

Party may refer the outstanding items to the mediation-arbitration process set out below.

- c. The mediation/interest arbitration shall be before a mediator-arbitrator of the Parties choosing, as per Section 27-1.01 (ARBITRATION PROCESS).
- d. If the Parties cannot agree on a mediator-arbitrator within thirty (30) Days of the referral to mediation-arbitration being received by the other Party, then either Party may request that the Federal Mediation and Conciliation Service make the selection, which selection shall be binding on the Parties.
- e. If after fifteen (15) Days of mediation (a “day of mediation” being a day during which the mediator meets, at any time and for any duration, with both of the Parties), the Parties have failed to reach a comprehensive agreement, either may refer a maximum of six (6) items each to the mediator-arbitrator for final and binding determination in lieu of strike or lockout (“Interest Arbitration Items”). Any unresolved item that is not an Interest Arbitration Item shall remain unrevised.
- f. Each Section of Sections 1 thru 28 of the Collective Agreement as well as each Letter of Understanding, Memorandum of Settlement and Administrative File Letters constitutes a single permissible Interest Arbitration Item. (e.g., Section 13 (EXPENSES) and Section 21 (MOVING) would be two (2) Interest Arbitration items).
- g. Except that the following are excluded as permissible Interest Arbitration Items:
  - i. Rates of Pay
  - ii. Section 28(PENSION), except improvements in the DC Plan
  - iii. ALPA Pilot Incentive Plan
  - iv. Section 2 (SCOPE)
  - v. Section 1-7 (DURATION)
  - vi. Exclusivity clauses, fleet and Block Hour guarantees of the CPA
- h. For greater clarity, and without limiting the generality of the foregoing, the following are permissible Interest Arbitration Items, and to the extent that they are pursued they each count as one of the six (6) items referred to above.
  - i. Section 28 (PENSION) – specifically and only with respect to improvements to the existing Defined Contribution Plan on a cost neutral basis.

- i. The mediator-arbitrator shall have all of the powers and authority of an arbitrator pursuant to s.60 of the *Canada Labour Code*. For greater clarity, the arbitrator's jurisdiction in issuing an interest award shall be limited to and consistent with this section, and shall be compliant with paragraph k. below.
- j. In rendering a decision about an Interest Arbitration Item, the mediator-arbitrator shall have regard to the following:
  - i. the replication principle;
  - ii. the terms and conditions of employment of comparable unionized employees;
  - iii. the impact on the Company, including, without limitation, the cost impact;
  - iv. any other factor that the arbitrator considers relevant.
- k. The arbitrator shall also consider the total cost of the package and its impact on total compensation. Specifically, in no event shall the mediator-arbitrator issue an award pursuant to the arbitration contemplated in this Memorandum that increases the total cost of the Company's obligations under the revised Collective Agreements, ending December 31st, 2025.
- l. The Collective Agreement shall come into effect on July 01, of each applicable year, notwithstanding that negotiations, mediation or arbitration as provided for herein may still be in progress. Once negotiations, mediation and/or arbitration have been completed, any change that has been agreed or awarded shall be made to the provisions of the Collective Agreement in effect and the terms of the agreement shall thereby be finalized. Any agreement that is reached after July 01, of each applicable year shall be retroactive to July 1st.
- m. Any terms awarded by the Arbitrator shall be included in the Collective Agreement.
- n. The mediator-arbitrator shall determine his or her own procedure and shall issue a decision on the Interest Arbitration Items within 90 days of the referral to arbitration.

~~36.~~ Nothing in the Memorandum detracts from the Parties' right to agree to amendments to any existing Collective Agreement or to the terms set out in this MOS. The Parties agree that all provisions of the *Canada Labour Code* shall apply but in no event shall the union engage in a strike or the employer



engage in a lockout until such time as Collective Agreement No 6 expires on December 31, 2025.

37. The Parties further agree that the terms and conditions in this Memorandum shall be incorporated into and form part of the Collective Agreements to which they apply.
38. The Parties are in agreement that all provisions contained in the MOS dated January 12, 2015 signed at **11:53pm** hour in Toronto, ON are subject to final review and final approval. The Parties further agree that any changes or omissions shall be done by mutual agreement and such changes and omissions shall form part of the MOS.

## **Appendix 1**

- 1) Section 10-9 (PAY PER CREDIT) of Collective Agreement No 2 shall be replaced with a new Section 10-9 PAY RATES that will include the attached Small Body Aircraft pay Table 1 and yearly pay raises. Pay Table 1 shall apply to all Pilots hired after the ratification date of this agreement. Pay Table 2 shall apply to all Pilots hired prior to the ratification date of this agreement and shall be contained in an appendix in the Collective Agreement.
- 2) Section 10-9 (PAY PER CREDIT) shall indicate the Table 1 pay cap of seven (7) years for Pilots hired after ratification and operating aircraft in the Classic Airline.
- 3) The Small Body aircraft type grouping definition, 'Small Body Aircraft: Aircraft up to and including maximum certified seating of ninety (90) seats.' shall be moved into the Section 3-15 (DEFINITIONS).
- 4) Section 10-3 (YEARS OF SERVICE PAY) shall be amended to indicate that all Pilots hired after the ratification of this agreement shall be paid as years of service as a Captain. Once a Pilot is upgraded they shall continue to accrue years of service as a Captain unless the Pilot voluntarily downgrades.
- 5) Section 10-2.02 (PAY GUARANTEES) shall be amended to reflect that the MMPG for Flying Block Holders shall be their scheduled block award and Reserve Block Holders shall be the monthly blocking average in their Position.

## Appendix 1

Table 1  
Small Body Aircraft  
Pay Rates  
Post Ratification Pilots

YOS	Captain 7/1/2014	First Officer 7/1/2014	
1	\$ 72.00	\$ 36.00	
2	\$ 74.00	\$ 37.00	
3	\$ 78.00	\$ 38.00	
4	\$ 80.00	\$ 40.00	
5	\$ 82.91	\$ 47.00	
6	\$ 84.98	\$ 53.23	
7	\$ 87.10	\$ 58.95	Classic Airline Cap
8	\$ 89.28	\$ 61.31	
9	\$ 91.51	\$ 63.76	
10	\$ 93.80	\$ 66.31	
11	\$ 96.15	\$ 67.97	
12	\$ 98.55	\$ 69.67	
13	\$ 101.01	\$ 71.41	
14	\$ 103.54	\$ 73.20	
15	\$ 106.13	\$ 75.03	
16	\$ 108.78		
17	\$ 111.50		
18	\$ 114.29		
19	\$ 117.15		

## Appendix 1

20	\$ 120.08	
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Increases:		
07/01/15		2.0%
07/01/16		2.0%
07/01/17		2.0%
07/01/18		2.0%
07/01/19		2.0%
07/01/20		2.0%
07/01/21		2.0%
07/01/22		2.0%
07/01/23		2.0%
07/01/24		2.0%
07/01/25		2.0%

Table 2  
Small Body Pay Rates  
Pre-Ratification Pilots

YOS	Captain 7/1/2014		First Officer 7/1/2014
	\$		\$
1	80.89		43.29
	\$		\$
2	82.91		48.72
	\$		\$
3	84.98		56.68
	\$		\$
4	87.10		58.95
	\$		\$
5	89.28		61.31
	\$		\$
6	91.51		63.76
	\$		\$
7	93.80		66.31
	\$		\$
8	96.15		67.97
	\$		\$
9	98.55		69.67
	\$		\$
10	\$	101.01	71.41
11	\$	103.54	\$

### Appendix 1

			73.20
			\$
12	\$	106.13	75.03
13	\$	108.78	
14	\$	111.50	
15	\$	114.29	
16	\$	117.15	
17	\$	120.08	

Increases:	
07/01/15	2.0%
07/01/16	2.0%
07/01/17	2.0%
07/01/18	2.0%
07/01/19	2.0%
07/01/20	2.0%
07/01/21	2.0%
07/01/22	2.0%
07/01/23	2.0%
07/01/24	2.0%
07/01/25	2.0%

## Appendix 2

### **ALPA Performance Incentive Plan (APIP)**

#### **Definitions:**

**"Adjusted Jazz and Classic Airline Operating Income"** is the GAAP Operating Income from the Jazz and Classic Airline operations under the CPAs, and from Jazz and Classic Airline ancillary ad hoc charter flights and ground handling operations excluding the impact of (i) any annual or long term incentives expense amounts; (ii) employee stock based expenses; (iii) severance; (iv) significant changes to GAAP that affect the comparability of the Adjusted Jazz and Classic Airline Operating Income before and after such change; and (v) a Jazz Affiliate (as defined in the CPAs) leasing aircraft into Jazz and/or Classic Airline for operations under the CPAs to the extent the lease amount is not fully recovered in revenue from Air Canada. For clarity, Ensemble expenses remain as part of Adjusted Jazz and Classic Airline Operating Income.

#### **Plan Outline:**

1. The performance incentive plan for pilots is designed to provide incentive to ALPA to:
  - a. increase the size and scope of the Jazz and Classic Airline divisions;  
and
  - b. maintain cost performance of the Jazz and Classic Airline divisions,  
along with other ancillary revenues.
2. The maximum payout of the performance incentive program shall not exceed 8% of total Jazz and Classic Airline pilot salaries and wages, excluding overtime premiums.
3. The median Adjusted Jazz and Classic Airline Operating Income for the past four (4) calendar years 2011 to 2014 shall be set as the target for Adjusted Jazz and Classic Airline Operating Income in the ALPA Performance Incentive Plan for the calendar years 2015 to 2020. Thereafter, for the calendar years 2021 to 2025, the Adjusted Jazz and Classic Airline Operating Income target from 2021 to 2025 will be reduced by 45%.
4. The annual performance incentive shall be product of (i) the actual dollar amount exceeding the target Adjusted Jazz and Classic Airline Operating Income amounts set in section 3 above; and (ii) the Incentive Level Percentage shown below:

## Appendix 2

Target Exceedance (Millions CAD\$)		Incentive Level
From	To	Percentage
\$ -	\$ 2,000,000	5.00%
\$ 2,000,001	\$ 4,000,000	7.50%
\$ 4,000,001	\$ 6,000,000	10.00%
\$ 6,000,001	\$ 8,000,000	12.50%
\$ 8,000,001	\$ 10,000,000	15.00%
\$ 10,000,001	\$ 12,000,000	15.00%
\$ 12,000,001	\$ 14,000,000	15.00%
\$ 14,000,001	\$ 16,000,000	15.00%
\$ 16,000,001	\$ 18,000,000	15.00%
\$ 18,000,001	\$ 20,000,000	15.00%
\$ 20,000,001	+	15.00%

5. The following table illustrates the annual performance incentive amount calculation based on sections 1 through 4 above (all amounts are CAD\$):

A	B	C
Actual	Incentive	Incentive
Exceedance	Level	Value
Amount	Percentage	Equals A*B
\$ 2,000,000.00	5.0%	\$ 100,000.00
\$ 4,000,000.00	7.5%	\$ 300,000.00
\$ 6,000,000.00	10.0%	\$ 600,000.00
\$ 8,000,000.00	12.5%	\$ 1,000,000.00
\$ 10,000,000.00	15.0%	\$ 1,500,000.00
\$ 12,000,000.00	15.0%	\$ 1,800,000.00
\$ 14,000,000.00	15.0%	\$ 2,100,000.00
\$ 16,000,000.00	15.0%	\$ 2,400,000.00
etc		

6. Jazz will retain its independent auditor to perform required audit procedures related to the Adjusted Jazz and Classic Airline Operating Income Calculation detailed above. Prior to finalization of the annual performance incentive amount pursuant to this agreement, ALPA will review the calculation and draft audit report. Jazz shall make available information reasonably necessary to review the calculation in accordance with this section.
7. All information disclosed to ALPA under this process shall be subject to a non-disclosure agreement.

### **Appendix 3**

- 1) Section 20-3 DENTAL PLAN shall be amended to include that all benefit maximum insured limits shall increase by 2% per year
- 2) Section 20-4 EXTENDED HEALTH CARE shall be amended to include that all benefit maximum insured limits shall increase by 2% per year
- 3) Section 20-2.02 ILLNESS OR INJURY INCOME REPLACEMENT PLANS shall be amended to reflect that the STD benefit level shall change from 66.67% to 60% of gross salary.
- 4) The benefits Master Agreement shall be amended to reflect that the maximum age for STD coverage is 65 years of age.
- 5) Section 20-2.03e ILLNESS OR INJURY INCOME REPLACEMENT PLANS shall be amended to reflect that upon ratification all Pilots on LTD that have not passed change of definition date shall effective January 1<sup>st</sup> 2016 pay their monthly required pension plan contribution up to a maximum of three hundred thirty dollars (\$330).
- 6) Section 20-1 GENERAL shall be amended to include that the Company agrees to increase involvement in expedited diagnostic and medical services for Pilots as required on a cost effective basis.



## **Appendix 4**

### **Early Retirement Program**

In order to offer Pilots at Jazz an incentive to retire prior to their mandatory retirement date, Jazz shall offer an Early Retirement Program (ERP) under the following conditions for the duration of the Collective Agreements.

- 1) The company on an annual basis shall offer a minimum of twenty (20) ERP packages to eligible candidates.
- 2) Pilots shall be eligible to apply for the program in the year they attain their 50th birthday but who have not reached their 63rd birthday. The parties agree that the choice of these ages is based on financial considerations.
- 3) The Application period will normally coincide with the Pilot Position bid-01 of each year, but other application periods may be utilized at Company discretion.
- 4) During the first year of the program, Pilots who have attained the age of 63 or older shall be eligible to apply.
- 5) Pilots shall be awarded packages in order of System Seniority except for the 2015 Program period where pilots who have attained their 62nd birthday shall be awarded packages prior to Pilots who have not.
- 6) Separation dates shall be determined by Crew Planning, taking into consideration Pilot requests. Separation dates shall be no later than December 31st of the year of application.
- 7) Program details may be reviewed on a periodic basis and are subject to change by mutual agreement between the Company and the Association. The 2015 program terms are listed in appendix 1 with regards to payment, travel and benefits.
- 8) Pilots are not restricted from applying for other separation programs but are only entitled to be awarded and receive payments from one program.
- 9) In the event any provision of this program is deemed unlawful, such provision shall be interpreted in a manner that is consistent with the law and will not render the program invalid.

### **Payment Methodology**

- a) Eligible Program participants shall receive:
  - i) taxable, semi-monthly instalments commencing with their date of separation or,
  - ii) a lump sum payment of severance paid at their date of separation.

## Appendix 4

- b) At the Pilots date of separation all additional monies owed shall be paid to the Pilot, e.g. accrued vacation, Stat time and Time Bank.
- c) Eligible Pilots may access the provisions of Section 18-3.04.
- d) Contributions to the Pension Plan and accrual of pensionable service shall cease on the Pilot's separation date. The Pilot should contact the Pension Department to prepare for their transition to Pension or understand any other options available.

### Payment Calculation

- a) The Program award shall be two (2) weeks of basic pay (exclusive of premiums and allowances) per year of continuous company service as of the date of separation, up to a maximum of fifty two (52) weeks of the employee's basic salary of record on the date of separation.
- b) Basic Salary shall be calculated using eighty five (85) credits as a standard month.

#### Note

- i. All Program award payments shall be subject to all applicable statutory tax withholdings.
- ii. Training Pilots basic pay shall include their rate premium as per Sections 7-10.18, 7-10.19, 7-10.20 (TRAINING PILOTS)

### Employee Travel

Employees may be eligible for travel milestone benefits in accordance with the Jazz travel policy. This is subject to periodic amendment.

### Pension and Benefits

Program participants will be permitted to continue, at 100% employee cost, their current extended health care (EHC) plan and basic group life insurance for six (6) months after leaving active service or until employment with another company, whichever comes first. (Please note, "out-of-country" coverage will not be available under the EHC Plan).

## **Appendix 5**

1. Section 8-40.05 and any other relevant Sections shall be amended to reflect “A Pilot may be assigned unlimited WDO’s”.
2. Section 8-40.08 b) shall be amended to read “WDO’s may be offered prior to a Pilot being assigned Reserve Duty”.
3. Section 8-40.10 d) shall be removed. (No day off restriction on WDO). LOU 15 2b. shall be removed.(No day off restriction on Flica).
4. Section 8-42.14 and any other relevant Sections shall be amended to reflect “A Pilot may voluntarily exceed these limits”.
5. Section 8-40.10(g) and any other relevant Sections shall be amended to reflect that WDO’s can be accepted on Vac/Stat days.
6. Section 8-20.02 and any other relevant Sections shall be amended to reflect the exclusion of sick time and Time Bank(Section 8-22) from the calculation required to determine the payment of overtime credits of one point five (1.5) times into a Pilot’s time bank.
7. Section 8-20, LOU 15 any other relevant Sections shall be amended to reflect that Flica adds will be included in a pilots block growth and included in the calculation for the purpose of overtime credit.
8. Section 8-32 and any other relevant Sections shall be amended to create a system that allows a Pilot to voluntarily exceed the monthly maximum blocking window by bidding on any flying that has deemed to be available for this purpose.
9. Section 8-32 and any other relevant Sections shall be amended to prohibit awarding of time bank above the bottom of the blocking window.
10. Section 8-36.03 and any other relevant Section reference to 1 hour shall be changed to 2 hours.
11. Section 8-36 and any other relevant Section shall have a clause added to reflect that any Pilot subject to reassignment who will be more than two (2) hours normal commute time shall advise the Company of their location.

## **Appendix 5**

12. Section 8-30.01 GENERAL shall be amended to provide the Company a bank of 15 Credits per Year per Position to be used to increase the Maximum Scheduled Credits. The 15 credit allotment shall have the following restrictions:

- a. Maximum 5 Credits in any given Position(s) Bid Period
  - i. Eg: April add 1.5 Credits, June and July add 5 Credits, December add 2.5 Credits, for total 14 credits
  - ii. Eg: June, July and December add 5 Credits each month, for total 15 credits
- b. Any Credits over 85.0 Credits shall be paid at 1.5
- c. No carryover from Year to Year
- d. The Company to provide ALPA a report for each Position every month
- e. The Company has discretion to allot in each Position

## **Appendix 6**

### **A. Long Range Fleet Plan**

<b>Year</b>	<b>CRJ200</b>	<b>CRJ705</b>	<b>Dash 8-300</b>	<b>Dash 8-100</b>	<b>Q400</b>	<b>Total</b>
2014	25	16	26	34	21	122
2015	16	16	26	28	27	113
2016	13	16	26	19	37	111
2017	10	16	26	16	39	107
2018	10	16	26	15	39	106
2019	10	16	26	15	39	106
2020	0	16	26	15	44	101
2021	0	16	26	12	44	98
2022	0	16	26	12	44	98
2023	0	16	26	4	44	90
2024	0	16	26	1	44	87
2025	0	16	26	0	44	86

### **Annual MADUG Block Hours**

<b>Year</b>	<b>FLEET</b>	<b>MADUG Hours</b>
2014	122	333,975
2015	113	309,338
2016	111	303,863
2017	107	292,913
2018	106	290,175
2019	106	290,175
2020	101	258,055
2021	98	250,390
2022	98	250,390
2023	90	229,950
2024	87	222,285
2025	86	219,730

### **Economic Downturn**

In the event of a severe and prolonged economic downturn (defined as three consecutive quarters of negative growth in Canada’s gross national product), AC will have the right, at its discretion, to reduce MADUG by up to 10% (the “AC Reduction Right”). In the event that AC reduces MADUG pursuant to the AC Reduction Right, it will not enter into any other capacity purchase agreement with a third party or increase the number of aircraft operated by any third party pursuant to capacity purchase agreements in effect on the date that MADUG is reduced, until such time as AC restores MADUG to the level in

## **Appendix 6**

effect prior to AC's exercise of the AC Reduction Right. AC shall reimburse Jazz or Classic Airline, as the case may be, for all costs (including without limitation, internal labour costs) arising from AC's exercise of the AC Reduction Right, and treat those costs as Pass-Through Costs, provided that Jazz and Classic Airline will substantiate such costs and use reasonable efforts to mitigate those costs. If AC exercises the AC Reduction Right, it will restore MADUG to the level in effect before AC exercised that right as soon as there are three consecutive quarters of positive growth in Canada's gross national product. For greater certainty, AC may not exercise the AC Reduction Right a second time unless it restores MADUG to the level in effect before AC first exercised that right.

## Appendix 7

### 1. PILOT MOBILITY ARRANGEMENT

The following outlines the process of preferential hiring of current Jazz pilots by Air Canada (AC). Subject at all times to the conditions set forth below, including without limitation, AC's applicable hiring policies and the number of pilots AC requires, AC shall make offers to pilots on the PML, as defined herein below. From January 1, 2015 until the earlier of (a) the date the PML is exhausted, and (b) the date the ALPA agreement expires or is otherwise terminated, PML pilots shall form no less than 80% of the pilots hired by AC. Once the PML has been exhausted, AC will introduce the FPMA which will apply to all of its contracted regional carriers, including without limitation Jazz and Classic Airline, on a proportional pilot headcount basis.

"PML" means the pilot mobility list, established pursuant to the PMA.

"FIP" means the flow incentive payment.

- a. All pilots currently employed with Jazz and listed on the seniority list effective upon ratification of the new ALPA collective agreement will be eligible to be covered under the PMA.
- b. The term of the PMA will expire on the earlier of (i) the termination of the CPAs, (ii) when the PML is exhausted, or (iii) the expiry or earlier termination of the ALPA agreement.
- c. Upon ratification of a labour agreement between Jazz and ALPA, all pilots will be required to identify their interest to participate in the PMA no later than 6:00 pm Eastern Standard Time on January 29, 2015.
- d. All pilots who choose to participate in the PMA will be identified on the PML.
- e. The PML shall contain a minimum of 625 pilots.
- f. As AC requires pilots, AC shall interview any or all Jazz pilots on the PML. AC has the right to decline to hire any pilot from the PML who does not qualify for employment in accordance with its applicable hiring policy. AC will use commercially reasonable efforts to expedite the interview process to allow candidates as much notice as possible of their start date.
- g. AC will make a minimum of 495 offers to pilots on the PML. Pilots may not remove their names from the PML; however, if after formation of the PML there are fewer than 625 pilots on the PML for any reason other than due to an AC employment offer, the minimum number of offers to be made by AC shall be reduced by 0.8 of a pilot for each pilot who is removed from the PML.

## **Appendix 7**

- h. AC will make its offers of employment in order of the seniority (from most senior to less) of the accepted PML candidates, until such time as the term of the PMA expires.
- i. Once a pilot on the PML receives an offer from AC, that pilot will be assigned the next available course date and receive a seniority number in accordance with the ACPA collective agreement.
- j. If AC reaches an agreement with ACPA to put in place a reservation system, then pilots on the PML may be assigned a seniority number and taken out of seniority for up to 24 months at AC or Jazz's request.
- k. If a pilot who receives an offer from AC requests a later start date then that pilot may be provided a delay in beginning employment with AC for up to 24 months and the vacancy passed to the next lower seniority holder on the PML, provided however that the FIP amount will be fixed as of the time of the offer made by AC.
- l. All pilots on the PML who become employed at AC pursuant the PMA will be considered new hire employees at AC.
- m. Each pilot on the PML leaving Jazz or Classic Airline will be entitled to receive a FIP upon termination of their employment with Jazz or Classic Airline and hiring at AC under the PMA, to be paid as provided in this Term Sheet.
- n. Pilots on the PML who decline an AC offer of employment will (i) be placed on the new wage rate scale for remuneration or (ii) receive an involuntary severance package (in the same amount as the FIP) and have employment with Jazz or Classic Airline terminated.
- o. FIPs and ISPs will be distributed in annual payments to Jazz over a period of four years.
- p. In the event that a reservation system is established at AC whereby pilots on the PML accrue seniority at AC, the FIP will be prorated.
- q. Flight crew incentive payments (FIP) shall be tailored to each individual Pilot to bridge the difference in salaries between Jazz and AC. The calculations of such shall be based upon the formulas laid out in the Excel Book (July 2015 - June 2016 PML Flow Incentive Guide as at 01102015.xlsx) provided by the Company on January 8, 2015.
- r. Any Pilot that fails to qualify at AC during their initial training shall return to Jazz or Classic Airline as if their employment had never ceased.



## MEMORANDUM OF SETTLEMENT

Signed this 12<sup>th</sup> day of January 2015 in Toronto Ontario

For JAZZ Aviation LP  
International

For the Airline Pilots Association,

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Colin Copp  
Chief Administrative Officer

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Captain Timothy G. Conoll  
President

---

Gary Osborne  
Vice President of Finance

---

Captain Claude Buraglia  
MEC Chairman

---

Captain Steve Linthwaite  
Vice President Flight Operations

---

Albert Leger  
Labour Relations Advisor

---

Captain Cal Purves  
Director Flight Operations

---

Captain Paul Peace  
Negotiations Committee

---

Kirk Newhook  
Director L. R. & Crew Resources

---

Captain Kim Sams  
Negotiations Committee

---

Captain Kent Hardisty  
Manager of Labour Relations

---

First Officer Randy Elliston  
Negotiations Committee

---

Pamela Craig  
Manager of Financial Services

---

First Officer Farzan Wadia  
Negotiations Committee

---

First Officer Dean Ticehurst  
Negotiations Committee

## **SECTION 1**

### **PREAMBLE**

#### **1-1 GENERAL**

This Agreement is made and entered into by and between Jazz Aviation LP, hereinafter known as the "Company", and the Pilots in the employee of Jazz Aviation LP, as represented by the Air Line Pilots Association International, hereinafter known as the "Association". In making this Agreement, the parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service and harmonious labour relations. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit, and in the public interest, and for the intent and purpose of this Agreement.

#### **1-2 ASSOCIATION RECOGNITION**

The Company recognizes the Association as the sole bargaining agent, as certified by the Canada Industrial Relations Board dated November 01, 2001 or as may be amended, for the Pilots employed by the Company.

#### **1-3 MANAGEMENT RIGHTS**

The Company shall be entitled to the full exercise of its management rights, including the right to make Company rules and Policies provided such rules and policies are not inconsistent with this agreement, and to administer this Collective Agreement, in a fair and reasonable manner, while treating its employees with respect and dignity.

#### **1-4 DISCRIMINATION**

There shall be no discrimination on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for membership in the Association and the participation in various legal functions and activities related thereto.

#### **1-5 RENEWAL**

- .01 The Parties agree that each successive new Collective Agreement after Collective Agreement No 3 shall be identical to the previous Collective Agreement, except that the Parties have also agreed that either may seek changes to the new Collective Agreement in accordance with the following procedure:

## **SECTION 1**

### **PREAMBLE**

- a) Either Party may serve Notice To Bargain within one hundred twenty (120) Days prior to the expiry by providing Notice (The Open Period). The Parties shall agree on a date(s) to meet in good faith and make every reasonable effort to negotiate in relation to the changes sought by the Parties.
- b) If ninety (90) Days after the commencement of negotiations the Parties have failed to reach an Agreement on any or all items, either Party may refer the outstanding items to the mediation-arbitration process set out below.
- c) The mediation/interest arbitration shall be before a mediator-arbitrator of the Parties choosing, as per [Section 27-1.01 \(ARBITRATION PROCESS\)](#).
- d) If the Parties cannot agree on a mediator-arbitrator within thirty (30) Days of the referral to mediation-arbitration being received by the other Party, then either Party may request that the Federal Mediation and Conciliation Service make the selection, which selection shall be binding on the Parties.
- e) If after fifteen (15) Days of mediation (a “day of mediation” being a day during which the mediator meets, at any time and for any duration, with both of the Parties), the Parties have failed to reach a comprehensive agreement, either may refer a maximum of six (6) items each to the mediator-arbitrator for final and binding determination in lieu of strike or lockout (“Interest Arbitration Items”). Any unresolved item that is not an Interest Arbitration Item shall remain unrevised.
- f) Each Section of Sections 1 thru 28 of the Collective Agreement as well as each Letter of Understanding, Memorandum of Settlement and Administrative File Letters constitutes a single permissible Interest Arbitration Item. (e.g., Section 13 (EXPENSES) and Section 21 (MOVING) would be two (2) Interest Arbitration items).
- g) Except that the following are excluded as permissible Interest Arbitration Items:
  - i) Rates of Pay
  - ii) Section 28(PENSION), except improvements in the DC Plan
  - iii) ALPA Pilot Incentive Plan
  - iv) Section 2 (SCOPE)
  - v) Section 1-7 (DURATION)
  - vi) Exclusivity clauses, fleet and Block Hour guarantees of the CPA

## **SECTION 1**

### **PREAMBLE**

- h) For greater clarity, and without limiting the generality of the foregoing, the following are permissible Interest Arbitration Items, and to the extent that they are pursued they each count as one of the six (6) items referred to above.
  - i) Section 28 (PENSION) – specifically and only with respect to improvements to the existing Defined Contribution Plan on a cost neutral basis.
  - i) The mediator-arbitrator shall have all of the powers and authority of an arbitrator pursuant to s.60 of the *Canada Labour Code*. For greater clarity, the arbitrator's jurisdiction in issuing an interest award shall be limited to and consistent with this section, and shall be compliant with paragraph k. below.
  - j) In rendering a decision about an Interest Arbitration Item, the mediator-arbitrator shall have regard to the following:
    - i) the replication principle;
    - ii) the terms and conditions of employment of comparable unionized employees;
    - iii) the impact on the Company, including, without limitation, the cost impact;
    - iv) any other factor that the arbitrator considers relevant.
  - k) The arbitrator shall also consider the total cost of the package and its impact on total compensation. Specifically, in no event shall the mediator-arbitrator issue an award pursuant to the arbitration contemplated in this Memorandum that increases the total cost of the Company's obligations under the revised Collective Agreements, ending December 31st, 2025.
  - l) The Collective Agreement shall come into effect on July 01, of each applicable year, notwithstanding that negotiations, mediation or arbitration as provided for herein may still be in progress. Once negotiations, mediation and/or arbitration have been completed, any change that has been agreed or awarded shall be made to the provisions of the Collective Agreement in effect and the terms of the agreement shall thereby be finalized. Any agreement that is reached after July 01, of each applicable year shall be retroactive to July 1st.
  - m) Any terms awarded by the Arbitrator shall be included in the Collective Agreement.

## **SECTION 1**

### **PREAMBLE**

- n) The mediator-arbitrator shall determine his or her own procedure and shall issue a decision on the Interest Arbitration Items within 90 days of the referral to arbitration
- .02 Collective Agreement No 6 shall renew itself without change for each succeeding year, unless written notice of intended change is served by either party hereto within four (4) months prior to the expiry date. In the event that notice is given of intended change, this Agreement shall remain in effect until the provisions of the Canada Labor Code are met.

### **1-6 STRIKE/LOCKOUT**

The Parties agree that all provisions of the *Canada Labour Code* shall apply but in no event shall the union engage in a strike or the employer engage in a lockout until such time as Collective Agreement No 6 expires on December 31, 2025.

### **1-7 DURATION**

- .01 The duration of this Collective Agreement shall be from July 1, 2009 and shall continue in full force and effect until June 30, 2015, with the amendments as outlined within the MOS reached between the Association and Company on January 12, 2015
- .02 Upon the expiry of Collective Agreement No 2 on June 30, 2015, Collective Agreement No 3 shall be effective from July 1, 2015 to June 30, 2016; Collective Agreement No 4 shall have a term of July 1, 2016 to June 30, 2019; Collective Agreement No 5 shall have a term of July 1, 2019 to June 30, 2022; and Collective Agreement No 6 shall have a term of July 1, 2022 to December 31, 2025.

## **SECTION 2**

### **SCOPE**

#### **2-1 DEFINITIONS**

.01 The following definitions apply for the purpose of this Section:

- a) **Active Aircraft** means an aircraft in regular service in the past ninety (90) Calendar Days or an aircraft planned to be in regular service in the next ninety (90) Calendar Days.
- b) **Affiliate** means any entity that controls the Company or is controlled by the Company whether directly or indirectly through the control of other entities.
- c) **Air Canada (AC)** means Air Canada mainline operations or any successor hereto.
- d) **Capacity Purchase Agreement (CPA)** means any agreement whereby the Company is compensated for flights flown by the Company on routes requested by another Air Carrier.
- e) **Code Share** means an agreement by which the Company agrees to place its designator code (QK) on, or purchases blocked space on the flights of another Air Carrier, on a single, dual or multiple designator basis and on one or more of its flights, or an agreement by which the Company agrees to place another airline's designator code or sells blocked space on the flights of the Company on a single, dual or multiple designator basis and on one (1) or more of its flights; and also includes revenue sharing agreements.
- f) **Control** means that one entity shall be considered to "Control" another entity (Entity B), only if it, whether directly or indirectly:
  - i) owns securities that constitute, are exercisable for or convertible into more than;
    - (a) fifty percent (50%) of Entity B's outstanding common shares, or if shares in addition to common shares have voting power then,
    - (b) fifty percent (50%) of the voting power of all outstanding securities of Entity B entitled to vote generally for the election of members of Entity B's Board of Directors or similar governing body; or
  - ii) maintains the power or right to manage or direct the management of all or substantially all of Entity B's air carrier operations; or

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- iii) has the power or right to designate or provide all or substantially all of Entity B's officers; or
  - iv) has the power or right to appoint or elect a majority of Entity B's Board of Directors, or other governing body having substantially the powers and duties of a board of directors; or
  - v) has the power or right to appoint or elect a minority of Entity B's Board of Directors or similar governing body, but only if such minority has the power or right to appoint or remove Entity B's Chief Executive Officer, or President, or Chief Operating Officer, or the majority membership of the Executive Committee or similar committee on Entity B's Board of Directors, or the majority membership of at least one-half (1/2) of Entity B's Board committees.
- g) **Force Majeure** means (a) Acts of God or the public enemy, civil war, acts of sabotage or terrorism, insurrections or riots; fires, floods, explosions, embargoes, earthquakes or serious accidents, epidemics, or quarantine restrictions; any act of government, governmental priorities, allocations, orders or Governmental Regulations affecting materials or facilities, inability after due and timely diligence to procure materials, accessories, equipment or parts; or due to any other cause to the extent it is beyond that Party's practical control or not occasioned by that Party's fault or negligence, and (b) cessation, slow-down or interruption of work, or any other labour disturbance.
- h) **Jet Aircraft** means any aircraft utilizing a jet, turbojet, fan-jet, ductless fan or equivalent engine.
- i) **Merger** means any action that either directly or indirectly results in:
- i) the acquisition, or the right to acquire, by the Company or its Affiliates of more than thirty percent (30%) of the shares of another air carrier;
  - ii) the acquisition, or the right to acquire, by any entity or coalition of entities of more than thirty percent (30%) of the shares of the Company;
  - iii) the merger or amalgamation of all or part of the Company with another air carrier;
  - iv) any change of Control of the Company; or
  - v) any change to the Company's corporate identity.

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- j) **Small Jets Settlement Agreement** refers to the arbitration agreement under Mr. Teplitsky dated March 4, 2004 between the four parties of Air Canada Pilots Association, Jazz Air Inc, ALPA and Air Canada.

#### **2-2 FLYING**

- .01 All Pilot Positions and all flying performed by or on behalf of the Company shall be occupied and performed by Pilots on the Pilot System Seniority List in accordance with the terms and conditions of this Agreement. Such Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo, placement, ferry, charter, training, maintenance test flights and publicity flights.
- .02 All Pilot Positions and all flying performed by or on behalf of an Affiliate shall be occupied and performed by Pilots on the Pilot System Seniority List.

#### **2-3 CORPORATE RE-ORGANIZATION**

In the event that the Company changes ownership, Merges with another company or in any way changes its corporate identity, this Agreement shall remain in full force and effect and the recognition now in effect issued by the Canada Industrial Relations Board (CIRB) shall not be affected in any way, except as otherwise governed or directed by the Board.

#### **2-4 DIVESTITURE OBLIGATIONS**

- .01 In the event that the Company is forced by statutory requirement to sell, lease, transfer or otherwise divest itself of its fleet or part thereof, the Company shall not oppose any application by the Association to secure and/or protect bargaining rights and successor rights for any Pilots affected by the sale, lease, transfer or divestiture.
- .02 The Company shall, in any future sale of a business or part thereof require as a condition of sale that the following be inserted into the Agreement of Sale:
- a) A condition that the successor, in any proceedings before any court, board, or tribunal shall not take any position incompatible with the minimum rights and privileges set out in this section and shall make every effort to ensure such minimum rights and privileges are guaranteed.
  - b) That in the event of a seniority list integration pursuant to an intermingling of bargaining units following such a sale, the seniority numbers of all Pilots on the Pilot System Seniority list shall be fully integrated pursuant to ALPA Merger Policy.
  - c) That every Pilot on the Pilot System Seniority List as of the date of sale shall be credited with seniority for all purposes with the successor.



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#### **2-5 CODE SHARING AND OR COMMERCIAL AGREEMENTS**

- .01 Upon request, the Company shall provide the Association with current copies of any contracts or commercial agreements that relate to Code Sharing or flying operations, including CPA's that are entered into by the Company. The Association shall be subject to confidentiality undertaking if required by the Company.
- .02 Notwithstanding the CPAs with Air Canada, in order to provide employment security for the Pilots, there shall be no layoffs as a result of the following events:
  - a) Current or future Company Code Share with other air carriers.
  - b) Current or future Company Commercial agreements with other air carriers.

#### **2-6 AIR CANADA CPAs**

- .01 The Company shall provide the Association with a current copy of the Air Canada CPAs, including any and all subsequent amendments. The Association shall be subject to confidentiality undertaking if required by the Company.
- .02 The Company undertakes that the terms of the CPAs with Air Canada shall contain the following minimum guarantees:
  - a) The minimum average daily utilization per aircraft, as stated in Block Hours, shall not result in less than those listed in the Annual Minimum Average Daily utilization Guarantee (MADUG) Block Hours table below, however in the event of a severe and prolonged economic downturn (defined as three consecutive quarters of negative growth in Canada's gross national product), AC will have the right, at its discretion, to reduce MADUG by up to 10% (the "AC Reduction Right"). In the event that AC reduces MADUG pursuant to the AC Reduction Right, it will not enter into any other capacity purchase agreement with a third party or increase the number of aircraft operated by any third party pursuant to capacity purchase agreements in effect on the date that MADUG is reduced, until such time as AC restores MADUG to the level in effect prior to AC's exercise of the AC Reduction Right. AC shall reimburse Jazz or Classic Airline, as the case may be, for all costs (including without limitation, internal labour costs) arising from AC's exercise of the AC Reduction Right, and treat those costs as Pass-Through Costs, provided that Jazz and Classic Airline will substantiate such costs and use reasonable efforts to mitigate those costs. If AC exercises the AC Reduction Right, it will restore MADUG to the level in effect before AC exercised that right as soon as there are three consecutive quarters of positive growth in Canada's gross national product. For greater certainty, AC may not exercise the AC Reduction Right a second time unless it restores MADUG to the level in effect before AC first exercised that right.

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### Annual MADUG Block Hours

Year	FLEET	MADUG Hours
2014	122	333,975
2015	113	309,338
2016	111	303,863
2017	107	292,913
2018	106	290,175
2019	106	290,175
2020	101	258,055
2021	98	250,390
2022	98	250,390
2023	90	229,950
2024	87	222,285
2025	86	219,730

Note:

The minimum guarantees in Annual MADUG Block Hours above are subject to the Force Majeure.

- b) The minimum number of Covered Aircraft shall be no less than the number listed in Long Range Fleet Plan table below.

Year	CRJ200	CRJ705	Dash 8-300	Dash 8-100	Q400	Total
2014	25	16	26	34	21	122
2015	16	16	26	28	27	113
2016	13	16	26	19	37	111
2017	10	16	26	16	39	107
2018	10	16	26	15	39	106
2019	10	16	26	15	39	106
2020	0	16	26	15	44	101
2021	0	16	26	12	44	98
2022	0	16	26	12	44	98
2023	0	16	26	4	44	90
2024	0	16	26	1	44	87
2025	0	16	26	0	44	86

- .03 The Small Jets Settlement Agreement dated June 17, 2003 shall continue to form part of this Collective Agreement and run concurrently with it.

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#### **2-7 WET LEASING**

- .01 Notwithstanding [Section 2-2 \(FLYING\)](#) above, wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company under the circumstances listed in (a) and (b) below, provided that such leases are not entered into with a company(s) that has been declared as common employer under the Canada Labour Code.
- a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (e.g. weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.). This provision is NOT meant to allow the Company to maintain the Company fleet and/or Pilot staff levels below those which would normally be required to maintain operational integrity (operational spares/reserve crews).
  - b) The Company may enter into wet leases or charters under other circumstances for a period of up to ninety (90) Days provided such wet leasing or chartering does not result in layoff or reduction in Base, Status or Equipment of Jazz Pilots. The Company shall advise the Association of such wet leases. The Company shall not renew, extend or enter into such leases beyond ninety (90) Days without mutual agreement between the Company and the Association.

#### **2-8 MERGER INFORMATION**

- .01 Within ten (10) Calendar Days of the Company's decision to effect or enter into a Merger, the Company shall notify the Association of the same and shall provide updates as significant information becomes available.
- .02 Any confidential information shared with the Association in relation to a Merger may be the subject of a proper confidentiality undertaking.

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#### **3-1 PILOT'S PROFESIONAL FLYING**

This Agreement contemplates that all Pilots shall devote their entire professional flying service to the Company unless Company approval is otherwise granted. This approval shall not be unreasonably withheld. Professional flying shall be defined as acting as a flight crew member while flying an aircraft for remuneration. A Pilot may at his discretion work in any other capacity. It is the Pilot's responsibility to inform the Company of any flight duty performed for another Company. This shall be subject to the Jazz code of conduct policy. If there is a disagreement with the administration of the policy this shall be dealt with between the MEC Chairman and the VP Operations. If this does not resolve the disagreement it shall be subject to arbitration.

#### **3-2 PROBATION**

- .01 New Pilots shall be required to serve a probationary period of twelve (12) months of service from Date of Employment as a Pilot with the Company. Cumulative service shall be taken into account in determining the fulfillment of the probationary period.
- .02 Any Pilot on layoff in excess of five (5) uninterrupted years may be required to serve a six (6) month probationary period upon recall to service.
- .03 Where the Company has reason to believe that a probationary Pilot's general conduct or flying performance is in question, the Company shall advise the Pilot and Association in order to address the deficiencies.
- .04 The probation period may be extended upon mutual agreement between the Company and the Association. In such cases, the Company shall advise the Pilot in writing. The affected Pilot shall be interviewed by the applicable Director or his management designate to discuss the reason for the extension. A representative of the Association shall have the right to attend the interview. Due consideration shall be given to the reason for the extension and may involve the Company or Association assistance programs.
- .05 The Company reserves the exclusive right to make any decision with respect to the discharge, discipline, release, or retention of a Pilot during his probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith. The provisions of [Section 26 \(GRIEVANCES\)](#) and [Section 27 \(ARBITRATION\)](#) shall be applicable to a Pilot during his probationary period.

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**3-3 DEDUCTION OF DUES AND ASSESSMENTS**

- .01 The Company shall, on the tenth (10<sup>th</sup>) of the month, deduct Association dues and properly authorized assessments from wages due and payable to all Pilots within the scope of this Agreement.
- .02 The amount to be deducted shall be equivalent to the regular dues payment and properly authorized assessments of the Association and shall not include initiation fees or fines. The amount 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 or properly authorized assessments of the Association in accordance with its constitutional provisions.
- .03 If the wages of a Pilot payable on the pay period in .01 above are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company in such month. The Company shall not, because the Pilot 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.
- .04 Only payroll deductions required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds where existent shall be made from wages prior to the deduction of dues.
- .05 The amount of dues or assessments so deducted from wages accompanied by a statement of deductions from individuals, and 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.
- .06 The Company shall not be responsible financially or otherwise, either to the Association or to any Pilot, 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 a Pilot's wages the Company shall adjust it directly with the Pilot. 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 the 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.
- .07 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Sub-Section, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that, if at the request of the Association, counsel fees are incurred, these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless

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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.

#### **3-4 COPY OF THE AGREEMENT**

The Company shall provide each Pilot with a copy of this Agreement in English, and in French if requested by any Pilot, within sixty (60) Calendar Days of the signing of the Agreement, in a format mutually agreed upon. It is understood that this sixty (60) Calendar Day period may be exceeded when consideration associated with translation and the final proofreading is taken into account. The cost of printing the Agreement shall be shared equally by the Company and Association. Translation costs shall be borne by the Company. In the case where there are different interpretations between the Agreement and its translation, the version in the language it was negotiated shall prevail. Unless mutually agreed otherwise the copies of the contract shall be produced at a unionized print shop.

#### **3-5 GENDER**

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

#### **3-6 DATA BASE**

- .01 The Company shall ensure the following information, in electronic form, is available on a monthly basis:
- a) The names of all Pilots in the employ of the Company.
  - b) The address, phone numbers and e-mails of all Pilots in the employ of the Company (unlisted phone numbers shall be so noted).
  - c) All Pilot schedules.
  - d) All Pilot payroll summary sheets (which shall include in detailed form all actual Pilot duty for the Bid Period).
  - e) Current seniority numbers and Positions.
  - f) Flight times for all Supervisory and Management Pilots.
  - g) Wet lease and/or charter hours performed in the previous Bid Period.
  - h) All instances of WDO's, including Pilot's name and Pairing and or Flight assignments.

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- .02 The Association shall have access to CrewTrac in accordance with the CrewTrac Access Protocol Letter dated September 12, 2005. Association access to such information shall be subject to provisions of the Privacy Act if applicable.

#### **3-7 ASSOCIATION/COMPANY ADMINISTRATIVE FILES**

- .01 The Company and the Association shall maintain a file of all amendments and clarifications to the Collective Agreement. These amendments and clarifications shall constitute part of the Collective Agreement between the parties.
- .02 Amendments and clarifications may be added to or deleted from the file during the term of the Agreement by mutual agreement between the Company and the Association. Any document added to the file shall also form part of the Collective Agreement provided it is dated and bears the authorized signatures of both parties. Any document deleted from the file must be noted as cancelled, dated and signed by both parties.
- .03 Unless canceled or otherwise specified in the document, all documents in the file in accordance with .01 and .02 above shall remain in full force and effect in accordance with [Section 1-7 \(DURATION\)](#).
- .04 The Company agrees to distribute all amendments and clarifications to all Pilots within thirty (30) Calendar Days after their respective signing dates. It is understood that this thirty (30) Calendar Day period may be exceeded when consideration associated with translation and the final proof reading is taken into account.

#### **3-8 HIRING OUTSIDE THE COMPANY**

- .01 In the event new types of aircraft are procured, or new type airline operations are undertaken, Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders on the newly created Vacancies.
- .02 Pilots contracted on a temporary basis shall be bound only by the working conditions of this Agreement, and the period of their association with the Company shall not exceed one hundred and twenty (120) Calendar Days unless mutually agreed upon by the Company and the Association.

#### **3-9 NEW AIRCRAFT TYPE GROUPING OR NEW OPERATIONS**

- .01 The rates of pay and working conditions specified in this Agreement only apply to scheduled and charter passenger airline operations and aircraft type Groupings currently in the fleet. In the event a new aircraft type Grouping or operation is to be introduced by the Company, the Company shall provide notice to the Association of its intention to so introduce such operation or aircraft type Grouping sixty (60) Calendar Days prior to the date upon which the operation will commence. The

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application of rates of pay and working conditions for this operation or new aircraft type Grouping shall be subject to negotiations between the parties.

- .02 Unless mutually agreed otherwise, negotiations shall begin within fifteen (15) Calendar Days after a request for meetings has been made by either party. In no event shall Pilot Vacancy bulletins for such new aircraft types or operations be published before meetings between the Company and the Association have taken place.
- .03 If after forty five (45) Calendar Days, 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 \(ARBITRATION\)](#).
- .04 It is understood that the terms of the preceding paragraphs shall not prevent the Company from commencing new operations or introducing new aircraft types on the anticipated date providing that it establishes temporary rates of pay and working conditions.

#### **3-10 FLIGHT RELEASE**

- .01 The Company shall, when requested, authorize release from flight duty all MEC delegates in order that they may attend to Association business, subject to the needs of the service.
- .02 When the Company requests Association members to meet with or on behalf of the Company, the days required shall be at Company expense and designated as COB. This excludes the normal duties expected of ALPA representatives as covered elsewhere in this agreement.
- .03 Pilots and Association staff traveling on approved Association business shall be afforded Business travel according to the Company Union Travel Policy. Travel for Association staff is subject to availability.
- .04 All requests for Association releases and the designation of Union Travel privileges shall be in writing by the MEC Chairman, or his designate and submitted to the Vice President, Operations or his designate.
- .05 When the Association requests an adhoc flight release for Association business, (after the monthly schedule is published) the Company may reallocate the flying, however it shall be in the following order; Pilots on full or partial release in accordance with .08 and .09 below, Reassignment, reserve Pilots, Supervisory Pilots, Management Pilots, and then by WDO. Should the reallocation of such flights result in additional costs to the Company, then all such costs will be assumed by the Association in accordance with .06 below.



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Note:

Every effort shall be made to avoid assigning WDOs. WDOs shall only be assigned with the approval of the MEC Chairman.

- .06 The following guidelines shall be used to determine when the additional costs referred to in .05 above shall be applied:
- a) If a reserve Pilot is assigned the released flight(s) and the duty performed causes the Pilot to exceed the MMPG, then the Association shall reimburse the Company for the difference between the MMPG and the incremental hourly costs associated with the duty performed.
  - b) If the released flights are assigned to a WDO, the Association shall reimburse the Company for the costs of the WDO.
  - c) If additional personnel expenses, including accommodations, are incurred as a result of the reallocation of flying to Pilots in other Bases, the cost shall be reimbursed by the Association.
  - d) If a flight release is subsequently cancelled by the Association with a least twelve (12) hours notice, the Pilot shall be returned to his originally scheduled Pairing.
- .07 Any flying performed by a Management or Supervisory Pilot to cover an ALPA requested adhoc flight release shall not be included in the operating crew member limit for Management or Supervisory Pilot in accordance with [Section 9-03.01 \(FLYING ALLOTMENT\)](#).
- .08 Any Pilot on a paid full flight release shall advise the Company of his availability for flight duty throughout the Bid Period, the Pilot shall arrange for and notify the Company of the required displacement in accordance with [Section 8-37 \(PAIRING DISPLACEMENT\)](#) if there is no appropriate flying in open. Nothing shall preclude the Pilot from bidding flying in seniority through the normal bidding process. The Pilot may also complete any flying in order to have another Pilot released for ALPA business.
- .09 Any Pilot on a paid partial flight release shall advise the Company of any additional availability for flight duty throughout the Bid Period, and shall arrange for and notify the Company of the required displacement in accordance with [Section 8-37 \(PAIRING DISPLACEMENT\)](#) if there is no appropriate flying in open. Nothing shall preclude the Pilot from bidding flying in seniority through the normal bidding process. The Pilot may also complete any flying in order to have another Pilot released for ALPA business.
- .10 The MEC Executive shall be allotted two hundred (200) Credits per Bid Period of full paid flight release.

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- .11 The MEC shall have sixty five (65) ALPA days per Bid Period to allot to the LEC representatives to carry out Association business. In the event the Company establishes more than five (5) Bases, this allotment shall be increased by ten (10) ALPA Days for each additional Base.
- .12 The Central Air Safety Committee (CASC) Chairman shall be on one half (1/2) paid flight release (forty two point five (42.5) Credits) per Bid Period. The CASC Chairman shall also have one (1) additional ALPA Day for each Base to be allotted within the CASC structure at the CASC Chairman's discretion per Bid Period.
- .13 The Occupational Health and Safety (OHS) Chairman shall have five (5) ALPA Days per Bid Period. The OHS Chairman shall also have one (1) additional ALPA Day for each Base to be allotted within the OHS structure in accordance with the Canada Labour Code part II section 135.
- .14 The Company agrees to provide a reasonable amount of scheduled flight releases to the ALPA Negotiating Committee to facilitate contract preparation.
- .15 The Company shall provide a minimum of the following release for Pilots Associated with the Canada Board;
  - a) Canada Board President, paid full time release, eighty five (85) Credits per Bid Period.
  - b) Canada Board Vice-President, forty two point five (42.5) Credits per Bid Period.
  - c) Canada Board Secretary and or Treasurer, twenty two point five (22.5) Credits per Bid Period.
  - d) A minimum of thirty six (36) ALPA days to be allotted within the Canada Board structure at the Canada Board Presidents discretion.
  - e) The Canada Board shall reimburse the Company for Canada Board flight releases.
- .16 All ALPA days are to be used by the Status Reps and ALPA volunteers for Company meetings, Pilot representation, union meetings, training courses, contract administration, or any reason related to the Company/Association relationship.

#### **3-11 DOCUMENTATION EXPIRATION NOTICE**

- .01 The Company shall notify Pilots via the monthly bid packages or E-Mail account on file prior to the expiry (or in the month in which the Pilot must begin the renewal

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process for his document to remain valid) of the following documents. It is the Pilot's responsibility to insure that his Documents remain valid.

- a) Pilot License (PPC, IFR).
- b) Pilot Medical.
- c) Passport.
- d) RAIC.

#### **3-12 COMMUTING**

- .01 The following applies when a Pilot is traveling by air from his domicile to his assigned Base.
- a) Pilots choosing to commute are responsible to fulfill their job requirements and as such are expected to report for duty as scheduled.
  - b) A Pilot shall not be disciplined provided he complies with the following:
    - i) The commuting Pilot must have two (2) flights available, the later of which must be scheduled to arrive at least thirty (30) minutes prior to the scheduled Check In time. The above requirements do not relieve the commuting Pilot of his responsibility of exercising good judgment when considering when it is appropriate to start his travel to his Base. A Pilot who is deemed not to have exercised good judgment in regards to his commute is not covered under this section and may be subject to disciplinary action.
    - ii) A commuting Pilot is required to be available for boarding on the earlier flight. If there is no space available for the Pilot then he shall immediately notify Crew Scheduling. The Company may provide the commuting Pilot with a positive space flight.
  - c) Commuting Pilots pass charges shall be in accordance with [Section 11-5.01 \(PASS TRAVEL\)](#).
  - d) Upon receiving notification that the Pilot is not able to report for Duty as scheduled, the Company may either reassign the Pilot in accordance with [Section 8-36 \(REASSIGNMENT\)](#), or remove the Pilot from the scheduled flying.
  - e) A Pilot shall not be paid or credited for any portions of the Duty Period for which he was unavailable. This shall be calculated by subtracting the missed Credit for which he was unavailable from his scheduled Credit and then adding

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any Block Growth and Reassignment Credits. This may reduce the Pilot's pay below the MDC. e.g. Six hour scheduled day the Pilot misses three (3) Credits then the Pilot is reassigned for two (2) Credits, the Pilot achieves twenty (20) minutes Block Growth. (6:00 – 3:00 + 2:00 + 0:20 = 5:20 Credits). Six hour scheduled day the Pilot misses three (3) Credits then the Pilot achieves twenty (20) minutes Block Growth. (6:00 – 3:00 + 0:20 = 3:20 Credits).

Note:

Notwithstanding e) above when a Pilot is unable to report for duty in accordance with this Section, at the Pilot's request, the Company shall review individual circumstances of the applicable credit missed.

- .02 Should a commuting Pilot fail to report for duty as scheduled, he may be required to provide his supporting flight information.

#### **3-13 UNABLE TO REPORT FOR DUTY**

A Pilot arriving at work by land, sea or air who is unable to present himself or arrives late because of dangerous or impassable conditions or other unforeseen circumstances shall not be subject to discipline provided the Pilot has notified the Company in a timely fashion and has exercised reasonable judgment. When a pilot is unable to report for duty in accordance with this Section, at the Pilot's request, the Company shall review individual circumstances of the applicable credit missed.

#### **3-14 ACRONYMS**

As used in this Agreement, the meaning of acronyms used shall be:

- |     |        |  |
|-----|--------|--|
| .01 | AC:    | Air Canada                                       |
| .02 | ACJ:   | Air Canada Jazz or Jazz Aviation LP              |
| .03 | AD& D: | Accidental Death & Dismemberment                 |
| .04 | ALPA:  | Air Line Pilots Association                      |
| .05 | ATM:   | Accommodation Transportation and Meals Committee |
| .06 | BG:    | Block Growth                                     |
| .07 | CARs:  | Canadian Aviation Regulations                    |
| .08 | CASC:  | Central Air Safety Committee                     |

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.09	CASS:	Canadian Aviation Safety Standards
.10	CIRP:	Critical Incident Response Program
.11	CDN:	Canada or Canadian
.12	COB:	Company Business days
.13	CRC:	Crew Requirement Committee
.14	CRM:	Crew Resource Management
.15	CSST:	Commission Sécurité et Service au Travail
.16	DFD:	Duty Free Day
.17	DSC:	Daily Standard Credit
.18	DHD:	Deadhead
.19	EPT:	Emergency Procedures Training
.20	ESPB:	Electronic Standing Preferential Bid
.21	F/O:	First Officer
.22	FFS:	Full Flight Simulator
.23	FTD:	Flight Training Device
.24	FU:	Fatigue Unit
.25	GDO:	Guaranteed Day Off
.26	ICF:	Instrument Check Flight
.27	IPT:	Instrument Procedures Trainer
.28	INRAT:	Instrument Rating Exam
.29	IROPS:	Irregular Operations
.30	L:	Local time
.31	LC:	Line Check

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.32	LEC:	Local Executive Council
.33	LI:	Line Indoctrination
.34	LOA:	Leave Of Absence
.35	LOFT:	Line Oriented Flight Training
.36	LTD:	Long Term Disability Plan
.37	MDC:	Minimum Daily Credit
.38	MEC	Master Executive Council
.39	MMPG:	Minimum Monthly Pay Guarantee
.40	MSC:	Maximum Scheduled Credit
.41	OOB:	Out Of Base WDO.
.42	PEBB:	Pilot Electronic Bulletin Board
.43	PF:	Pilot Flying
.44	PMB:	Preferential Monthly Bid
.45	PPC:	Pilot Proficiency Check
.46	RAP:	Reserve Availability Period
.47	RTB:	Reduced Time Block
.48	SLOA:	Special Leave of Absence
.49	SSC:	System Scheduling Committee
.50	STD:	Short Term Disability
.51	TC:	Transport Canada
.52	US or USA:	United States or United States of America
.53	WSIB/WCB/CSST:	Workplace Safety and Insurance Board or applicable Board
.54	WDO:	Work Day Off

## **SECTION 3**

### **GENERAL**

#### **3-15 DEFINITIONS**

As used in this Agreement, the meaning of the following terms shall be:

- .01 **Accommodation Transportation and Meals Committee:** A committee comprised of a maximum of two (2) representatives from the Company and two (2) representatives from the Association.
- .02 **Active Aircraft:** Aircraft in regular service in the past ninety (90) Calendar Days or an aircraft planned to be in regular service in the next ninety (90) Calendar Days.
- .03 **Active Pilot:** A Pilot who is a Blockholder. Pilots who are management, supervisory (Section 9), on a LOA, layoff or STD/LTD are considered non active Pilots.
- .04 **Airport Hotel:** A hotel facility that has been mutually agreed upon between the Association and the Company that may be used for reduced crew rest in accordance with [Section 8-3.01 b\) ii\) \(REST PERIODS\)](#). These hotels will normally be co-located with the airport terminal.
- .05 **Association:** Air line Pilots Association, International
- .06 **Awarded Position:** A Position issued to a Pilot that has not reached its Effective Date.
- .07 **Available Pilot:** Any Pilot who may be able to report for duty. e.g., Reassignment, WDO, Reserve and Training Reserve Duty.
- .08 **Base:** A specific airport designated by the Company, and indicated on the Jazz Aviation LP Pilot Position list, from which a Pilot, or a group of Pilots, carry out scheduled or non-scheduled flying.
- .09 **Baseline Crew Requirement:** The number of full time Pilots required in each Position as outlined in the current Pilot Position Bid.
- .10 **Bid Period:** A period of time (normally a Standard Month) for which a Pilot's schedule is issued.
- .11 **Block:** The total of all awarded Credits in a Pilot's schedule for a Standard Month.
- .12 **Block Growth:** The amount of time a Pilot's actual Credits exceed the scheduled Credits during the course of flying an awarded Block in accordance with [Section 8-20 \(BLOCK GROWTH\)](#).

### **SECTION 3**

#### **GENERAL**

- .13 **Blockholder:**
- a) **Flying:** A Pilot whose Block is comprised of Duty Periods, (including Vacation/Stats, training and any other Credits) Days Off and contains no Reserve Availability Periods.
  - b) **Reserve:** A Pilot whose Block is comprised of Reserve Availability Periods, (including Vacation/Stats, training and any other Credits) and Days Off.
- .14 **Calendar Day:** A twenty four (24) hour period from 0001 to 2400, local time.
- .15 **Captain:** The Pilot who is in command of the aircraft and its crew members while on duty, and who is properly qualified and designated by the Company to serve as, and holds currently effective Transport Canada Certificates authorizing him to serve as such Captain.
- .16 **Check In:** The time at which a Pilot's Duty Period commences.
- .17 **Check Out:** The time at which a Pilot's Duty Period concludes.
- .18 **Classic Airline:** A division of Chorus Aviation operating only Dash-8-100 and Dash -8-300 aircraft which has a separate Capacity Purchase Agreement and may have an operating certificate separate from Jazz Aviation and shall be flown only by Jazz Pilots under this Collective Agreement utilizing Pilots on the Jazz Pilot System Seniority List. (PSSL). The Association's bargaining rights and Collective Agreement with Jazz apply equally and in all respects to Classic Airline.
- .19 **Company Business Day:** A Calendar Day on which an ALPA representative is credited the MDC for conducting Company Business at Company request.
- .20 **Company:** Jazz Aviation LP.
- .21 **Company Operations:** The time of Check In at the Pilot's Base to Check Out at the Pilot's Base.
- .22 **Consecutive Bid Periods:** The current Bid Period plus the Bid Period immediately prior to.
- .23 **Conversion Training:** The training required to qualify a Pilot as a result of a change of Equipment.
- .24 **Credits:** The units of work that a Pilot earns for pay and Block limitation purposes.
- .25 **Crew Lounge:** A room for Jazz flight crew that is away from the traveling public. The lounge shall have adequate couches, reclining chairs, dining table and chairs, fridge, micro-wave. Where possible, private washrooms shall be provided.



### **SECTION 3**

#### **GENERAL**

- .26 **Crew Room:** A room for the purpose of allowing Pilots to Check In for flight preparation. The Crew Room may be co-located with the Crew Lounge provided the work area is separated from the lounge.
- .27 **Current Position:** An Awarded Position for which the Effective Date has been reached.
- .28 **Currently Awarded Position:** A Position awarded to a Pilot on the current Pilot Position Bid.
- .29 **Daily Standard Credit:** The maximum scheduled Credit level divided by thirty (30). e.g., eighty five (85) Credits divided by thirty (30) equals two hours and fifty minutes (2:50), RTB - forty five (45) divided by thirty (30) equals one hour and thirty minutes (1:30).
- .30 **Daily Standard Pay:** Daily Standard Credit multiplied by the Pilot's applicable hourly rate.
- .31 **Date of Employment as a Pilot:** The first day of ground school.
- .32 **Date of Hire:** The first day of a continuous employee relationship with the Company.
- .33 **Day:** A period of twenty four (24) consecutive hours.
- .34 **Day Off:** A Calendar Day on a Pilot's schedule free of duty at his Base.
- .35 **Deadhead:** Transportation of an on-duty Pilot as a passenger.
- .36 **Displaced Pilot:** A Pilot who is forced out of his Position in accordance with [Section 5-7 \(POSITION REDUCTIONS AND DISPLACEMENTS\)](#) or is removed from a Pairing in accordance with [Section 8-37 \(PAIRING DISPLACEMENTS\)](#).
- .37 **Domicile:** A home, house or other accommodation used by a Pilot as his principal residence.
- .38 **Duty Cycle:** Any period a Pilot is assigned duty not interrupted by a scheduled Day Off.
- .39 **Duty Free Day:** A day free of all duty at a training location away from his Base.
- .40 **Duty Period:** The elapsed time from Check In to Check Out.
- .41 **Effective Date:** The date a Position will be required (Vacancy) or cease to exist (Reduction).

### **SECTION 3**

#### **GENERAL**

- .42 **Equipment:** A type of aircraft utilized for Company flying operations (e.g. B-757, DHC-8).
- .43 **Equipment Assignment:** The type of aircraft and Status to which a Pilot is assigned. (e.g., Captain B-757, F/O DHC-8).
- .44 **First Officer:** A Pilot who is second in command of an aircraft and its crew members while on duty and whose duty is to assist or relieve the Captain, and who is properly qualified to serve as and hold currently effective Transport Canada and other governmental certificates authorizing him to serve as such First Officer.
- .45 **Flight Credits:** The Credits that apply when determining a Pilots pay and flight time limitations.
- .46 **Flight Crew Member:** A crewmember who is required to hold a Pilot's license in order to carry out his duties.
- .47 **Flight Time:** The elapsed time between first movement of the aircraft from the gate, until the final movement onto any gate or parking location, or the scheduled flight time, whichever is the greater. This time shall include any pushback or tow-in.
- .48 **Green Circled Pilot:** means any Pilot on the Pilot System Seniority List (PSSL) as of January 30, 2015.
- .49 **Length of Service:** The period of employment commencing from the Date of Employment as a Pilot and adjusted as necessary, pursuant to the terms of this Agreement.
- .50 **Long Layover Hotel:** When the scheduled lay-over is greater than twelve (12) hours the ATM and the Company may determine by mutual agreement a more desirable hotel facility.
- .51 **Maximum Certified Seating Capacity:** The maximum seating capacity for which a hull size has been certified by any recognized aviation authority in the world. For greater certainty, aircraft in cargo or combination passenger/cargo configurations will assume an all passenger configuration to determine aircraft categories.
- .52 **Minimum Monthly Pay Guarantee:**
- a) Flying Blockholder: Notwithstanding [Section 8-32.07 and .08 \(BLOCK CONSTRUCTION\)](#) the Pilot's original scheduled credits in that Position for each Bid Period.

### **SECTION 3**

#### **GENERAL**

- b) Reserve Blockholder: Notwithstanding [Section 8-32.07 and .08 \(BLOCK CONSTRUCTION\)](#) the published blocking average in that Position for each Bid Period.
- .53 **Open Flying:** Any Credits that cannot be built into the Pilot's Blocks or becomes available throughout the Bid Period shall be designated as Open Flying. Any uncovered flying as result of a Pilot booking off sick shall not be considered Open Flying.
- .54 **Operating Position:** The Position in which a Pilot is presently operating regardless of any Awarded or Current Position he may have been awarded.
- .55 **Pairing:** A pre-arranged combination of one or more consecutive Duty Periods that shall be identified by a number, for bidding and scheduling purposes.
- .56 **Pairing Displacement:** The removal of a Pilot by the Company from any duty to which he has been assigned so that the work which was to have been performed by the displaced Pilot may be performed by another Pilot.
- .57 **Pay Credits:** All Credits multiplied by the Pilot's applicable hourly rate for pay purposes.
- .58 **Per Diem:** All expenses associated with a published Pairing. (i.e. meal/transportation/laundry/incidental/etc).
- .59 **Pilot:** A Captain, or First Officer, as defined herein.
- .60 **Pilot System Seniority List:** A list of all Pilots in the employ of Jazz Aviation LP which includes their Date of Hire and seniority number in order of seniority.
- .61 **Position:** A Pilot's Status, Equipment and Base.
- .62 **Previously Awarded Position:** A Position awarded to a Pilot on the last Pilot Position Bid.
- .63 **Prime Time Vacation:** Vacation weeks inclusive of July 1<sup>st</sup> to August 31<sup>st</sup> and the last two (2) weeks in December.
- .64 **Probationary Period:** The assessment period for Pilots prior to their being considered permanent employees pursuant to the provisions of the Agreement.
- .65 **Qualified:** Having met the standards required by Transport Canada for Equipment or Status qualification.
- .66 **Quarter:** The three (3) consecutive months commencing on January 1, April 1, July 1, and October 1 of any year.

### **SECTION 3**

#### **GENERAL**

- .67 **Reasonably Contactable:** A method of communication indicated by the Pilot and known to the Company that enables the Pilot to be available for assignment.
- .68 **Reassignment:** Is the assignment of a Pilot to any duty other than the Awarded Pairing.
- .69 **Recurrent Training:** The training required, including Line Orientated Flight Training (LOFT), Cockpit Resource Management Training (CRM), Emergency Procedures Training (EPT), and/or any other form of training that is necessary to maintain the Transport Canada standard with respect to Status and Equipment for an Instrument Check Flight (ICF), Pilot Proficiency Check (PPC) or Line Proficiency Check (LPC).
- .70 **Reduction:** A decrease in the number of Positions.
- .71 **Reporting Date:** The actual date the Pilot is required or commences in the awarded Position.
- .72 **Reserve Availability Period:** A time period when a Pilot so assigned must be available to be called for duty. Time spent on Reserve Availability Period cannot be considered time free from duty or a Day Off.
- .73 **Reserve Day:** A Calendar Day during which a Reserve Availability Period commences.
- .74 **Rest Period:** A period of time free from duty between consecutive Duty Periods. In no case shall a Rest Period be less than a period of time in which a Flight Crew Member is free from all duty and is provided with an opportunity to obtain not less than eight (8) hours of continuous sleep in a suitable accommodation. This time period shall include time for personal hygiene and meals, plus travel time to and from the rest facility.
- .75 **Small Body Aircraft:** The aircraft grouping up to and including a maximum certified seating of ninety (90) seats.
- .76 **Standard Month:** Shall mean a period used for scheduling, flight and duty limitations. The Standard Month for January shall be from January 1st to January 30th inclusive; for February, from January 31 to March 1 inclusive; and for March from March 2nd to March 31st inclusive, to make the first three Standard Months thirty (30) Calendar Days each. In any one leap year the Standard Month for February will have thirty-one (31) Calendar Days. For other periods of the year, the Standard Month shall be the same as the calendar month.
- .77 **Stand Down Time:** The period of time between consecutive Reserve Availability Periods where a Pilot is unavailable to be called for duty.

### **SECTION 3**

#### **GENERAL**

- .78 **Status:** A Pilots assigned classification of Captain or First Officer.
- .79 **Training Reserve Availability Period:** A time period when a Training Pilot so assigned must be available to be called for duty.
- .80 **Training Reserve Day (RCK):** A Calendar Day during which a Training Reserve Availability Period commences.
- .81 **Trip Period:** The time period commencing at the start of the first Duty Period in a Pairing and ending at the termination of the last Duty Period in the same Pairing.
- .82 **Vacancy:** A posted unfilled Pilot Position.
- .83 **Vacation Period:** A combination of three (3) or more Vacation/Stat days (Including SDO/GDO/PDO consecutive with the Vacation/Stat days).
- .84 **Vacation/Stat Week:** A period of five (5) days from Monday to Friday.
- .85 **Year:** A complete calendar year.

## **SECTION 4** **SENIORITY**

### **4-1 APPLICATION OF SENIORITY**

A Pilot's seniority shall govern the awarding of all Positions (e.g. the right to Qualify on other aircraft and/or change Status), provided that all minimum requirements contained in the Ministry of Transport Regulations, Company Operations Manual (COM), and this Collective Agreement are met. The Company shall not amend the COM with respect to minimum qualifications for Equipment Assignment except as required in maintaining the integrity of the Company Operating Certificate. In the event a Pilot does not meet these minimum requirements, the Company shall inform any such Pilot in writing and shall provide a copy to the Association. A Pilot's seniority shall also govern retention in the case of reductions in force and recall after layoff (the most senior Pilots being the last to be laid off and the first to be recalled), the awarding of Blocks and the choice of Vacation/Stat Weeks.

### **4-2 SENIORITY LIST**

- .01 The Company shall maintain a Pilot System Seniority List. Seniority on the Pilot System Seniority List shall begin to accrue from the Date of Employment as a Pilot and shall continue to accrue except as otherwise provided for in this Agreement.
- .02 Where two (2) or more Pilots commence employment on the same date, their relative seniority on the Pilot System Seniority List shall be determined by lottery in a manner acceptable to the Company and the Association.
- .03 All Pilots in the employ of the Company shall have their names posted on the Pilot System Seniority List. Such list shall contain in order of seniority the names and Status of all Pilots and their respective Date of Employment. By the last Day of each Quarter, the Company shall post on the Pilot Electronic Bulletin Board a copy of a Pilot System Seniority List, brought up to date to include changes or additions which have occurred since the posting of the previous list.
- .04 Protests regarding seniority standing shall be submitted to the Base Chief Pilot or designate in writing by the Pilot(s) concerned within sixty (60) Calendar Days of the date of posting. When a Pilot is on Vacation/Stats, sick leave, or is on a personal Leave of Absence (LOA) when such a list is published, he shall have thirty (30) Calendar Days after his return to duty, or until the end of the sixty (60) Calendar Day period, whichever is later, to register such protest. Any omissions or errors are to be brought to the attention of the Vice-President, Operations or his designate within the specified time period, otherwise the Pilot System Seniority List as posted shall be considered as final and binding and no longer subject to challenge. However, by mutual agreement, the Company and the Association shall have the power to correct errors at any time.

## **SECTION 4**

### **SENIORITY**

- .05 Seniority protests, which cannot be satisfactorily resolved, shall be processed through [Section 26 \(GRIEVANCES\)](#) and if necessary [Section 27 \(ARBITRATION\)](#).

#### **4-3 LOSS OF SENIORITY**

- .01 A Pilot shall lose his seniority if he:
- a) Resigns or retires,
  - b) Is discharged for just cause,
  - c) Forfeits seniority pursuant to other terms of this Agreement.
- .02 When a Pilot resigns, he must submit written notification to the Company. The Company, upon receipt of a Pilot's resignation, shall immediately forward a copy to the Association. A Pilot who rescinds his resignation letter at any time prior to its effective date, once accepted by the Company, shall maintain his original seniority for all purposes.

#### **4-4 RETURN TO DUTY**

A Pilot who ceases to accrue seniority under the terms of this Agreement and who returns to duty on the same seniority date as an existing Pilot shall have his new Position on the Pilots System Seniority List determined in accordance with [Section 4-2.02 \(SENIORITY LIST\)](#).

## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

#### **5-1 GENERAL**

- .01 The objective of the Filling of Assignments Section is to provide an orderly method of applying the principles of seniority to the selection of Pilot Positions, and to ensure a measure of stability for the Pilot's Base and working conditions.
- .02 On the fifteenth (15<sup>th</sup>) day of each month, the Company shall publish a Pilot Position List consisting of name, seniority, and Position seniority for posting on the Pilot Electronic Bulletin Board (PEBB).

#### **5-2 CREW REQUIREMENT COMMITTEE**

- .01 The following documentation shall be provided to the CRC, on a confidential basis, prior to the eighth (8<sup>th</sup>) of January and the eighth (8<sup>th</sup>) of August of each Year:
  - a) Block hours for the following six (6) months and the projected block hours for the subsequent six (6) month period by Equipment and Base on a month-to-month basis.
  - b) Crewing distribution for the following twelve (12) months by Position on a month-to-month basis.

Note:

The above documentation may be shared with the MEC.

- .02 Prior to a Vacancy and/or a Reduction bid, the CRC shall work in conjunction with the Company from the point the Company receives the projected block hours through to the final calculation of the number of crews required to establish the number of Baseline Positions. The anticipated effective and Training dates shall be established by the Company then reviewed by the CRC prior to being posted with the bulletins.
- .03 Crew Requirement Forecasting:
  - a) If a Pilot Position bid is required in accordance with Section 5 the Company shall post the bid on the fifteenth (15<sup>th</sup>) of January and the fifteenth (15<sup>th</sup>) of August of each Year.
  - b) By mutual agreement between the Company and the CRC, additional Pilot Position bids may be posted. Where an additional Pilot Position bid is required to address the circumstances of a Pilot layoff, Association consent shall not be required for the Company to post such Pilot Position bid.



## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

- c) Vacancies created as a result of attrition, up to the Baseline Crew Requirement established in .02 above, may be filled using the Pilots Standing Bid on file without posting a Pilot Position Bid.
- d) By mutual agreement between the Company and the CRC, the Baseline Crew Requirement may be changed without the posting of a Pilot Position Bid.
- e) Notwithstanding d) above, mutual agreement between the Company and the CRC to change the Base Line Crew Requirement is not required in the limited circumstances in accordance with [Section 5-11 \(RETURN TO SERVICE\)](#) or [Section 7-34 \(STANDARD NOT ATTAINED\)](#).

### **5-3 PILOT STAFFING**

- .01 The Baseline Crew Requirement is the minimum number of Pilots required in each Position and shall be determined in the following manner:
  - a) Blockholders sufficient to cover all of the applicable Credits in accordance with [Section 8-32.03 \(BLOCK CONSTRUCTION\)](#), in each Bid Period. The number of Blockholders shall be determined by dividing the total applicable Credits by the anticipated monthly blocking average, and;
  - b) Reserve sufficient to provide a minimum number of Reserve Blockholders to protect Company operations.

### **5-4 ELECTRONIC STANDING PREFERENTIAL BID (ESPB)**

- .01 The Company shall use a real time computerized web based ESPB system that shall allow for the bidding of Positions and posting of awards.
- .02 Pilots shall maintain on file, on the approved form, an ESPB with the Company. All ESPBs or changes to ESPBs shall be emailed immediately to both the Pilot and the CRC. The format of the ESPB form may be altered by mutual agreement between the Company and the Association to satisfy changing operating conditions.
- .03 Notwithstanding .02 above, a new hire Pilot may be required to submit a paper Standing Preferential Bid to the Company and the CRC until such time as the new hire Pilot can file an ESPB.
- .04 If a new Pilot Base or the introduction of new Equipment is anticipated, the Company shall post a notice at all existing Pilot Bases a minimum of thirty (30) Calendar Days in advance of the anticipated Vacancy bulletin posting, so that Pilots may change their ESPB. Such notification does not commit the Company to the acquisition of Equipment or opening of new Bases.

## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

#### **5-5 VACANCY BIDDING**

.01 All Vacancies shall be defined as base or system using the following criteria:

a) Base Vacancy:

Is a Vacancy that is restricted to a Pilot on the affected Base, if the awarding of a Vacancy at that affected Base to a Pilot from another Base would cause a displacement off the affected Base or a Reduction in Status. However, a Captain may be displaced in Status by a more senior First officer on the affected Base. This Captain then has the right to displace any junior Pilot.

b) System Vacancy:

All Vacancies other than Base Vacancies.

.02 If the Company and the CRC determines there is a system Vacancy it shall be open to bid by all Pilots and awarded in accordance with [Section 5-6 \(VACANCY AWARDS\)](#). Secondary and subsequent vacancies created as a result of the awarding of a primary Vacancy shall be open for bid to all Pilots.

.03 Vacancy bulletins shall be posted on all Pilot Electronic Bulletin Boards stating the following:

a) Bulletin number and date of issue; and,

b) Equipment, Status and Base; and,

c) Number of vacancies; and,

d) Anticipated Effective Date for each primary Vacancy; and,

e) The closing date after which revised ESPB shall not be accepted for the specific Vacancy bulletin. Such date shall not be less than fifteen (15) Calendar Days after the posting date of the Vacancy bulletin; and,

f) Pilot Position list; and,

g) A list of Pilots holding reinstatement rights and the expiration date in order of seniority.

.04 A Pilot may qualify his ESPB by specifying a minimum number of Positions below him at the final award of the published bid. A Pilot may amend his ESPB at any time up until the published closing date, however, he shall be responsible for ensuring that his current ESPB reflects his current desires.

## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

- .05 Within fifteen (15) Calendar Days after the closing date of the primary Vacancy bid, a Pilot Position award list shall be posted on the PEBB. Effective dates for all Position awards with the anticipated training month shall be listed.
- .06 In the event that a Pilot is required to change Base, he shall not be required to report to his new Base for at least forty five (45) Calendar Days from the date of the Pilot Position awards, with the following exceptions:
- a) The Company may advance the Reporting Date provided the Pilot is advised at least fifteen (15) Calendar Days prior to the new Reporting Date. Under these conditions the Pilot's expenses shall be paid in accordance with [Section 11 \(ACCOMMODATIONS AND TRANSPORTATION\)](#), [Section 12 \(MEAL AND DAILY INCIDENTAL ALLOWANCES\)](#), and [Section 13 \(EXPENSES\)](#). During this period the Pilot shall be provided positive space transportation to his previous Base on his Days Off if requested.
  - b) In the event that the required Reporting Date is delayed the Pilot's expenses shall be paid in accordance with a) above from the original Effective Date to the new Reporting Date.
- .07 All reasonable expenses which resulted from the Pilot Moving to his new Base shall be reimbursed if the Company cancels the Pilot's Awarded Position at the new Base. These expenses shall be identified to the Company within ninety (90) Calendar Days following the cancellation of the Pilot's Awarded Position at his new Base. In the event any expenses are declined or disputed by the parties, the matter shall be resolved in accordance with [Section 27 \(ARBITRATION\)](#).
- .08 Training required as a result of a Vacancy award shall be carried out in order of seniority for each Vacancy bulletin in each Position, except as outlined below:
- a) A Pilot may request a later training date and where possible the Company shall grant such request.
  - b) If a Pilot LC is completed out of seniority, the Company shall, within thirty (30) Days complete a LC for all Pilots senior to the junior Qualified Pilot, or award bypass pay to the most senior unqualified Pilot(s). For every junior Qualified Pilot, one senior unqualified Pilot shall receive Bypass Pay. Such bypass pay shall be retroactive to the date the junior Pilot completed the LC. The completion of a LC shall not be delayed in order to avoid the requirement to pay bypass pay.
- .09 Training required as a result of a Vacancy award shall commence no later than thirty (30) Calendar Days after the Effective Date of the award. In the event that circumstances preclude the Company's ability to train within the thirty (30) Calendar Days, training may be delayed beyond this date with mutual agreement between the Company and the Association.

## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

- .10 If a primary Vacancy bid award is cancelled between the time of its issue date and its Effective Date, all Vacancy bids awarded during such time frame shall be cancelled and reissued as a new Vacancy bulletin. All Pilots shall then be considered as bidding from the Position they were in as of the closing date of the cancelled primary Vacancy bid.
- .11 For the purposes of awarding a Pilot Position bid, Pilots shall be considered as bidding from their previously Awarded Position whether or not the Effective Date has been reached.

#### **5-6 VACANCY AWARDS**

- .01 Primary, secondary and subsequent Vacancies shall be awarded using the ESPB on file as of the closing date of the primary system Vacancy bulletin, subject to any qualification as to the minimum number of Positions below the applicable Pilot at the time of the Vacancy award, provided that the Pilots' licences, excluding type endorsements are sufficient in accordance with [Section 4-1 \(APPLICATION OF SENIORITY\)](#).
- .02 Vacancies shall be awarded to the senior Pilot bidding, in accordance with [Section 5-5.01 \(VACANCY BIDDING\)](#), [Section 5-8 \(REINSTATEMENT RIGHTS\)](#) and [Section 5-10 \(FREEZES\)](#) as follows:
  - a) Primary Vacancies:
    - i) From the ESPB on file as of the closing date of the primary system Vacancy bid, subject to any qualification as to the minimum number of Positions below the applicable Pilot at the time of the Vacancy award, provided that the Pilots' licences, excluding type endorsements are sufficient in accordance with [Section 4-1 \(APPLICATION OF SENIORITY\)](#).
    - ii) On completion of i) above any Pilot who is reduced in either Equipment or Status in accordance with [Section 5-5.01a\) \(VACANCY BIDDING\)](#) may displace any junior Pilot, in accordance with [Section 5-7 \(POSITION REDUCTIONS AND DISPLACEMENTS\)](#).
  - b) Secondary and subsequent vacancies:

From the ESPB on file, subject to any qualification as to the minimum number of Positions below the applicable Pilot at the time of the Vacancy award, provided that the Pilots' licences, excluding type endorsements are sufficient in accordance with [Section 4-1 \(APPLICATION OF SENIORITY\)](#).

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### **FILLING OF ASSIGNMENTS**

- c) Any Vacancies not filled by b) above:

To be filled by assigning the most junior Pilot in the system provided that the Pilots' licences, excluding type endorsements, are sufficient in accordance with [Section 4-1 \(APPLICATION OF SENIORITY\)](#), or by the hiring of new Pilots if the total number of system Positions have increased.

- .03 For the purpose of determining pay transitions in accordance with [Section 10-4 \(CHANGE OF STATUS\)](#) Effective Dates of Previously Awarded Positions shall be valid until the Pilots reach their pay transition date for their Currently Awarded Position.
- .04 Within fifteen (15) Calendar Days of a bid award the Company shall advise all Pilots in writing of the following;
- a) Reporting Date, if different than the Effective Date.
  - b) Pilot's moving entitlement in accordance with [Section 21 \(MOVING\)](#).
  - c) Moving company contact information to obtain moving quotes.
  - d) Other information the Company feels necessary.

### **5-7 POSITION REDUCTIONS AND DISPLACEMENTS**

- .01 Prior to any Reduction the Company shall demonstrate to the Association there is a long term reduction in block hours which will result in a reduction of Positions. Furthermore, there shall be discussion between the Company and Association to attempt to mitigate any required Reductions.
- .02 If it is determined that both a Vacancy and a Reduction will be required, the primary Vacancies shall be processed prior to the awarding of the primary Reductions. If the awarding of the primary Vacancies and primary Reductions results in secondary Vacancies, then the secondary Vacancies shall be processed prior to the awarding of any displacements. The above sequence shall continue until all awards have been completed.
- .03 A Pilot may qualify his ESPB by specifying a minimum number of Positions below him at the time of the Reduction award. Such qualifications shall not be applicable to a Pilots Awarded Position. A Pilot may amend his ESPB at any time, however he shall be responsible for ensuring that his current ESPB reflects his current desires.
- .04 Primary, secondary and subsequent Reductions shall be awarded using the ESPB on file as of the closing date of the primary Reduction bulletin, subject to any qualification as to the minimum number of Positions below the applicable Pilot at

## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

the time of the Reduction award, provided that the Pilots' licences are sufficient in accordance with [Section 4-1 \(APPLICATION OF SENIORITY\)](#).

- .05 Reduction bulletins shall be posted on the PEBB, stating the following:
- a) Bulletin number and date of issue;
  - b) Equipment, Status and Base;
  - c) Number of Reductions in Positions;
  - d) Reasons for such Reductions;
  - e) The primary Reduction bid(s) with the anticipated Effective Date for each individual Reduction;
  - f) Pilot Position list;
  - g) The closing date after which revised ESPBs shall not be accepted for the specific Reduction bulletin. Such date shall be not less than fifteen (15) Calendar Days after the posting date of the Reduction bulletin.
  - h) The order in which unbid Reductions shall be awarded in accordance with .06 below.
- .06 If a Pilot has insufficient seniority to maintain his current or Awarded Position, and has not indicated sufficient choices or has not submitted a bid, he shall be considered bidding as follows:
- a) To maintain his current Status at his Base, then
  - b) To a First Officer on his current Equipment at his Base, then
  - c) To a First Officer at his Base, then
  - d) If a Pilot has insufficient seniority to maintain his current Base the CRC shall contact the Pilot to clarify the Pilot's choice of Position. If the CRC is unable to contact the Pilot, they shall award the Pilot a Position.
- .07 Reductions and displacements shall be carried out as follows:
- a) Primary Reduction:  
  
Any requirement to force a Reduction shall take place in reverse order of seniority, with the following exceptions:

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### **FILLING OF ASSIGNMENTS**

- i) A senior Pilot holding an Awarded Position wherein there is a requirement for a Reduction, may take the displacement of the most senior Displaced Pilot in the same Position to any Position in the system that the most senior Displaced Pilot's seniority would entitle him to hold in accordance with the more senior Pilot's ESPB. This more senior Pilot shall not hold a reinstatement right to his current awarded Position.  
The provisions of [Section 21-4 \(INVOLUNTARY MOVE\)](#) shall apply.

Note:

The discounted seniority that is used by the senior Pilot above is only for the purpose of claiming the displacement of the most senior displaced Pilot in the awarding of the Reduction bid. At the completion of the bid award and in his new Position the senior Pilot shall revert to his system seniority for all purposes.

- ii) The Pilot shall displace according to his ESPB on file as of the closing date of the primary Reduction bulletin subject only to any qualifications as to the minimum number of Positions below him at the time of the Reduction assignment.

b) Displaced Pilot:

Any Pilot displaced by a senior Pilot shall have the same rights as if he had been displaced in accordance with a) above.

- .08 Within fifteen (15) Calendar Days after the closing date of the primary Reduction bid the following shall be posted on the PEBB:

- a) Effective Dates for all primary Reductions and displacements with the anticipated training month.
- b) List of Pilots who hold reinstatement rights, in order of seniority.

- .09 Within fifteen (15) Calendar Days of a bid award the Company shall advise all Pilots in writing of the following;

- a) Reporting Date, if different than the Effective Date.
- b) Pilot's moving entitlement in accordance with [Section 21 \(MOVING\)](#).
- c) Moving company contact information to obtain moving quotes.
- d) Other information the Company feels necessary.

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### **FILLING OF ASSIGNMENTS**

- .10 A Pilot who is displaced or reduced shall be eligible for moving expenses in accordance with [Section 21-4 \(INVOLUNTARY MOVE\)](#).
- .11 In the event that a Pilot is reduced or displaced he shall not be required to report to his new Base for at least forty five (45) Calendar Days from the date of the Pilot Position Reduction bulletin with the following exceptions:
- a) The Company may advance the Reporting Date provided the Pilot is advised at least fifteen (15) Calendar Days prior to the new Reporting Date. Under these conditions a Pilot's expenses shall be paid in accordance with [Section 11 \(ACCOMMODATION AND TRANSPORTATION\)](#), [Section 12 \(MEAL AND DAILY INCIDENTAL ALLOWANCES\)](#), and [Section 13 \(EXPENSES\)](#). During this period a Pilot shall be provided positive space transportation to his previous Base on his Days Off if requested.
  - b) In the event that the required Reporting Date is delayed a Pilot's expenses shall be paid in accordance with a) above from the original Effective Date to the new Reporting Date.
- .12 All reasonable expenses which resulted from the Pilot Moving to his new Base shall be reimbursed if the Company cancels the Pilot's Position at the new Base. These expenses shall be identified to the Company within ninety (90) Calendar Days following the cancellation of the Pilot's Position at his new Base. In the event any expenses are declined or disputed by the parties, the matter shall be resolved in accordance with [Section 27 \(ARBITRATION\)](#).
- .13 Training required as a result of a Reduction award shall be carried out in reverse order of seniority for each Reduction bulletin in each Position, except as outlined below:
- a) A senior Pilot may request a change in his training date and, where possible, the Company shall grant such request.
  - b) If the Company is unable to adhere to the training schedule as described above, no Pilot shall be assigned a lower rate of pay until such time as all junior Pilots to him have completed their LC.
- .14 Training required as a result of a Reduction award shall commence no later than thirty (30) Calendar Days after the Effective Date. In the event that circumstances preclude the Company's' ability to train within the thirty (30) Calendar Days, training may be delayed beyond this date by mutual agreement between the Company and the Association.



## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

#### **5-8 REINSTATEMENT RIGHTS**

- .01 A Pilot affected by a forced Reduction or displacement from a Position shall hold reinstatement rights for a period of twelve (12) months from the Effective Date or the completion of the LC in his new Position, whichever is later.
- .02 A Pilot shall maintain his reinstatement rights until:
- a) He exercises his reinstatement right
  - b) His twelve (12) month period expires.
- .03 When more than one (1) Pilot holds a reinstatement right, the reinstatements shall be awarded in order of seniority. A Pilot shall be entitled to exercise his reinstatement rights in the following sequence:
- a) Position; then if it is unavailable,
  - b) Status at his former Base.

#### **Note 1:**

In the specific instance when a Pilot is unable to attain his original Position and there are two (2) or more Pilots with reinstatement rights to the same Base and Status, the more senior Pilot may exercise his rights to any Equipment in the same Status on that Base.

#### **Note 2:**

In accordance with b) above, prior to a Pilot exercising his reinstatement rights the Vacancy shall be available to more senior Pilots in the same Status at the Base.

- .04 In the event that a Position Bid is delayed but not cancelled, all Pilots who hold reinstatement rights at the normal posting date shall maintain reinstatement rights for that Position Bid regardless of the actual posting date.
- .05 A Pilot shall also have reinstatement rights to their Previously Awarded Position(s) regardless of whether it became the Pilot's Current Position.
- .06 The twelve (12) month period in .01 above, shall commence on the Effective Date of the Previously Awarded Position regardless of whether it became the Pilot's Current Position.
- .07 A Pilot exercising his reinstatement rights shall not be restricted in accordance with [Section 5-10 \(FREEZES\)](#).

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### **FILLING OF ASSIGNMENTS**

- .08 In the event that a Pilot's LC date causes his reinstatement rights to exceed the reinstatement rights of a senior Pilot reduced out of the same Status and Base in the same Position Bid, the Pilot's reinstatement rights shall be adjusted to equal that of the senior Pilot.
- .09 A Pilot who is returning to service in accordance with [Section 5-11 \(RETURN TO SERVICE\)](#) and is unable to hold his previous Position and was not active at the time of the Position Bid that would have reduced or displaced him, shall be entitled to reinstatement rights in accordance with the following:
- a) The Pilot shall be entitled to reinstatement rights in accordance with .01 above from the Effective Date that he would have received, if he had participated in the Position Bid that reduced or displaced him from his previous Position. If required, his reinstatement rights shall be adjusted in accordance with .08 above.
  - b) If the Pilot in a) above is the most senior Pilot to be reduced or displaced from his previous Position, then his reinstatement rights shall be adjusted to equal that of the next continuously active junior Pilot reduced or displaced from the same Status and Base in the same Position bid.
  - c) If the Pilot in a) above is the only Pilot to be reduced or displaced from his previous Position, then his reinstatement rights shall be for a period of twelve (12) months from the Effective Date he would have received if he had participated in the Position bid that reduced or displaced him from his previous Position. The Pilot's LC date shall not be considered.

#### **5-9 EFFECTIVE DATES**

- .01 In the event the Effective Dates for a Position in the current bid are earlier than those in a previous bid, the Effective Dates for the affected Pilots shall be reassigned in order of seniority for Vacancies and in reverse order of seniority for Reductions.
- .02 In the event that a Pilot is able to increase his Status as a result of a Reduction, then the Effective Dates for the affected Pilot shall be assigned in order of seniority for the Position.
- .03 The Effective Date of a reduced Position is the date the Position is no longer required and shall take precedence over the Effective Date of a Vacancy. However, in the instance that two (2) or more Pilots from the same Position are awarded a Vacancy and Reduction into the same Position, the Vacancy shall be awarded the earlier Effective Date.
- .04 In the instance that two (2) or more Pilots from the same Position are awarded either a Vacancy or Reduction into the same Position, these Pilots shall be permitted to

## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

trade their Effective Dates in order of seniority upon posting of the award and approval of the CRC.

- .05 When a Pilot holds two (2) or more Effective Dates it shall be the Company's discretion whether the Pilot is trained in the previously Awarded Position.

#### **5-10 FREEZES**

- .01 A Pilot who voluntarily bids and is awarded a Position where an initial training course is required may be restricted from bidding a different Equipment Assignment for forty eight (48) months from the date of completion of his initial LC.
- .02 New hire Pilots may be frozen for a period of forty eight (48) months, however a new hire Pilot bidding to a Base that he could not have previously held, may only be frozen on Equipment for up to twenty four (24) months.
- .03 The Company may waive the foregoing restrictions.
- .04 Notwithstanding .01 above, a First Officer shall not be restricted from bidding a Captain Position.
- .05 Pilots must be actively working for the period of time in .01 above. However, Maternity, Parental Care Leave, WSIB, STD, LTD, or paid LOA shall not extend the period of time above.
- .06 The freeze period shall not apply in any instance where a Pilot's current Position is a result of being Reduced, displaced or having exercised reinstatement rights.
- .07 A Pilot taking advantage of the PMA may be frozen in their Position for the eighteen (18) months prior to their course date; however they shall be paid as if they were in their awarded Position if that Position holds a higher rate of pay. In the event that the Air Canada course date is changed (such that the Pilot could not be frozen) or cancelled the Pilot shall be trained in his awarded Position within the next two (2) Bid periods.

#### **5-11 RETURN TO SERVICE**

- .01 When a Pilot returns to line flying duties from STD, LTD, LOA, Management Pilot, Supervisory Pilot, or any other absence from flight Duty contemplated in this Agreement, he shall be returned to the Position that he previously held with the following exceptions:
- a) If the Pilot would have been displaced from his previously held Position due to a Reduction bid since he was off line, he shall displace according to his seniority.

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### **FILLING OF ASSIGNMENTS**

- b) The Pilot may choose to submit an ESPB that shall be used to award him a Position, according to his seniority, by reviewing all Vacancy Bulletins since he was off line.

**NOTE:**

A Pilot exercising these bidding rights shall be assigned the next available training program and the effective date will be the first full blocking month following their return. This will not invoke the provisions of [Section 5-5.08 \(VACANCY BIDDING\)](#).

- .02 A Pilot returning to line flying in accordance with .01 above shall not create a displacement.

#### **5-12 BASE TRADE**

- .01 Pilots holding the same Equipment Assignment shall be permitted to make a mutual exchange of Base, provided:
  - a) The Pilots concerned are entitled by seniority to hold the Position at the Bases of intended transfer; and,
  - b) The trade request is published in two (2) consecutive bid packages with clear instructions on how to file an objection by any Pilot between the two (2) seniority numbers. If any Pilot between the two (2) seniority numbers files an objection the trade shall be denied. No Pilot shall have to justify or explain his objection to the trade; and,
  - c) Written approval is obtained from the Company and the CRC.
- .02 The next Pilot Position list issued after such Base trade shall reflect each Pilot's new Position.

#### **5-13 TEMPORARY CANADIAN BASE**

- .01 When a contract or charter operation requires that a Position be temporarily created within Canada but away from an established Base, the Company shall offer a temporary Base bid to currently Qualified Pilots holding Equipment Assignment to the type provided that:
  - a) No Pilot other than the most junior Qualified may be forced into such a Position.
  - b) No Pilot shall lose his permanent Position or be reduced in Status as a result of the establishment of a temporary Canadian Base.

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- .02 Temporary Canadian Base bids shall be offered in monthly increments to a maximum of six (6) months. Should such an operation be extended beyond six (6) months, the temporary Canadian Base shall be canceled unless extension is mutually agreed between the Company and the Association.
- .03 The Company may cancel a temporary Canadian Base bid with notice of one (1) month.
- .04 A Pilot may cancel his temporary Canadian Base bid with notice of one (1) month.
- .05 If a temporary Canadian Base was originally planned for a period of less than six (6) months and is extended, the extension shall be offered first to the present bid holder to a maximum total of six (6) months. Should he decline, it shall be re-bid.
- .06 The terms of this Agreement shall apply to a Pilot on assignment at a temporary Canadian Base as though it was his permanent Base.
- .07 Notwithstanding .06 above, Pilots assigned to a temporary Canadian Base shall be reimbursed for living expenses in accordance with [Section 11 \(ACCOMMODATIONS AND TRANSPORTATION\)](#), [Section 12 \(MEAL AND DAILY INCIDENTAL ALLOWANCES\)](#) and [Section 13 \(EXPENSES\)](#), for every day while assigned to the temporary Canadian Base. If the Company does not provide Internet access, the Pilot shall be allowed to claim up to a maximum of twenty dollars (\$20) per day providing original receipts for the duration of his assignment to the temporary Canadian Base. Pre paid long distance phone card shall be provided at not less than two hundred (200) minutes per month.
- .08 Should the Pilot be required by the Company to return to his Base during this assignment, he shall travel positive space at Company expense.
- .09 A Pilot who bids a temporary Canadian Base assignment and whose vacation falls within this period shall, subject to operational requirements have his Vacation Period(s) reassigned to another period(s) that is mutually agreeable between the Company and the Pilot. Failing mutual agreement, awarded vacation period(s) shall remain as published.

#### **5-14 TEMPORARY POSITION**

- .01 The Company may make a temporary Position(s) from one (1) established Base to another established Base.
- .02 Temporary Position(s) within an established Base which remain in effect after three (3) months shall be regarded as permanent unless mutually agreed otherwise between the Company and the Association. When such Positions become permanent, they shall be filled in accordance with this Section.

## **SECTION 5**

### **FILLING OF ASSIGNMENTS**

- .03 All currently Qualified Pilots holding the same Equipment Assignment shall be offered a temporary Position, in accordance with seniority from the donor Base.
- .04 No Pilot, other than the most junior Qualified Pilot at the donor Base, may be forced into such a Temporary Position.
- .05 Pilots in temporary Positions at another established Base shall be reimbursed for living expenses in accordance with [Section 11 \(ACCOMMODATION AND TRANSPORTATION\)](#), [Section 12 \(MEAL AND DAILY INCIDENTAL ALLOWANCES\)](#) and [Section 13 \(EXPENSES\)](#) for every day of the temporary Position. If the Company does not provide Internet access, the Pilot shall be allowed to claim up to a maximum of twenty dollars (\$20) per day providing original receipts for the duration of his assignment to the temporary Canadian Base. Pre paid long distance phone card shall be provided at not less than two hundred (200) minutes per month.
- .06 A Pilot in a Temporary Position shall be returned to his Base during Days Off on positive space travel, at Company expense, if requested. If a Pilot chooses not to return to his Base at Company expense, then all living expenses shall be continued in accordance with .05 above.

#### **5-15 TYPES AND VARIANTS**

No Pilot shall be required to remain current on more than one type of aircraft requiring a separate endorsement. It is recognized that several variants of one type exist, e.g. CRJ 100/200/700/705/900 B-757/767

#### **5-16 BASE CLOSURE**

A Base closure shall be handled in accordance with [Section 5-7 \(POSITION REDUCTIONS AND DISPLACEMENTS\)](#).

## **SECTION 6**

### **LAYOFF AND RECALL**

#### **6-1 LAYOFF**

- .01 The Company shall notify the Association a minimum of sixty (60) Calendar Days prior to a notice of layoff being issued.
- .02 Prior to any layoffs, all surplus Positions shall be first dealt with through attrition, LOA and/or SLOA programs, and any other mitigation programs that may be agreed to between the parties. The Company and Association shall, within fifteen (15) days of .01 above issue a memo to the Pilots outlining any agreed upon mitigation strategies. Possible mitigation strategies could include, but are not limited to:
  - a) Reduce Maximum Monthly Blocks
  - b) Voluntary severance options
  - c) Reduced Time Blocks (RTB)
  - d) Extended Charter Operations (ECO)
  - e) Early Retirement Incentives
  - f) Company/ALPA Organized Pilot Placement Program
  - g) Unpaid Vacation
  - h) Government Assistance Programs (i.e. EI Supplement)
- .03 At least sixty (60) Calendar Days prior to a layoff the Company shall issue a Reduction Bulletin to all Pilots, advising the requirement for a layoff, the number of Positions being reduced, the affected Base(s) and the scheduled date of layoff.
- .04 Pilot layoffs shall occur in reverse order of system seniority.
- .05 The Company shall provide written notice to a Pilot at least thirty (30) Calendar Days prior to his being laid off.
- .06 Any Pilot to be laid off, and whose instrument rating is due to expire within ninety (90) days from the date of layoff, shall have the opportunity to renew his instrument rating prior to his layoff date.
- .07 Prior to being laid off a Pilot may take outstanding Vacation and/or Statutory holidays in lieu of or as part of his layoff.

## **SECTION 6**

### **LAYOFF AND RECALL**

- .08 A Pilot who is laid off shall have the option of choosing to maintain all or any benefits normally covered by payroll deduction at Pilot expense subject to the terms and conditions of the Benefit Plans.
- .09 A Pilot who is laid off shall file his address with the Director, Flight Operations and shall thereafter promptly advise the Director, Flight Operations of any change in address. The Director, Flight Operations shall forward the address or change of address to Human Resources department to be placed in his personal file.
- .10 A Pilot affected by a reduction in force who must displace to another Base to maintain employment may, at his option, take an early layoff at his Base in lieu of displacing a more junior Pilot who continues to work at another Base.
- .11 After ten (10) years of uninterrupted layoff a Pilot's employment with the Company shall be terminated automatically unless otherwise mutually agreed upon between the Company and the Association. Any Pilot on layoff in excess of five (5) uninterrupted Years may be required to serve a six (6) month Probationary Period upon recall to service.
- .12 Notwithstanding the notice requirements in .01, .02 and .03 above, in the case of a third party industrial relations dispute, sudden cessation of work caused by an act of God or any other cause over which the Company has no control, the requirements of notice shall not apply. When Pilots are laid off due to such work stoppages or any other cause over which the Company has no control, such Pilots shall receive, at their option, any Days Off and Vacation/Stats due them on a pro rata basis prior to their being placed on laid off status. Pay shall be on a pro rata basis.
- .13 Prior to and during any layoffs the Company shall reduce the blocking average to seventy seven point five (77.5) Credits for all Positions except in the case where the obligation of [Section 2-6.02 b\) \(AIR CANADA CPA\)](#) has been met or exceeded. This shall not apply to layoffs due to a reduction of flying outside of the most recent Amended and Restated Air Canada Capacity Purchase Agreements (CPAs).

#### **6-2 RECALL**

- .01 When there is a system Vacancy in the Pilot complement during the period of layoff, Pilots shall be recalled in order of system seniority.
- .02 Initial notification of recall may be given to the Pilot by a person-to-person telephone call. A recall notice, clearly identified as "Recall Notice" on the outside of the envelope, shall be sent to the Pilot via commercial courier service or double registered mail to his last address on file with the Director, Flight Operations and shall contain the Reporting Date and location.



**SECTION 6**  
**LAYOFF AND RECALL**

- .03 The Company shall give the Pilot his recall notice not less than twenty-one (21) Calendar Days prior to his Reporting Date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.
- .04 Within three (3) Calendar Days of the Pilot signing for the recall notice, the Pilot shall notify the Director, Flight Operations by a person-to-person telephone call followed by a commercial courier service or double registered mail, whether he will accept or waive the notice of recall.
- .05 If a Pilot waives his notice of recall, the recall shall be offered to the next senior Pilot on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or permanently forfeit his position on the Pilot System Seniority List.
- .06 A Pilot who waives his notice of recall will have no further right until the next notice of recall.
- .07 A Pilot, who is obliged to report under the provisions of .05 above, must report within fifteen (15) Calendar Days of receiving notification, or the required Reporting Date, whichever is the later. However, a longer reporting period may be arranged by mutual agreement between the Company and the Pilot. Such agreement shall not be unreasonably withheld.
- .08 A Pilot who is recalled from layoff shall be guaranteed ninety (90) Calendar Days employment. An accepted notice of recall in accordance with .04 above shall become binding upon the Company.
- .09 The Company may grant an LOA to any Pilot who is recalled but who is unable to report for duty because of an employment contract. Such request shall not be unreasonably denied.
- .10 A Pilot shall retain his accumulated seniority and continue to accrue seniority during any period of layoff, except for pay progression and Vacation Period entitlement which shall cease to accrue one hundred eighty (180) days after the commencement of the layoff.
- .11 Prior to returning from layoff a Pilot whose instrument rating has expired for more than twenty four (24) months shall have successfully completed the Transport Canada INRAT written examination at his own expense.
- .12 A Pilot whose qualifications have expired while on layoff shall be re-qualified at Company expense upon recall.

**SECTION 7**  
**TRAINING, TRAINING PILOTS,**  
**ENHANCED PILOT PROFICIENCY PROGRAM**

**TRAINING**

**7-1 GENERAL**

- .01 Training Events include but are not limited to dangerous goods, navigation equipment, emergency procedures training, initial and recurrent ground school, cockpit procedures training, simulator, flight training, LC, LI and PPC/ICF or any other form of Training Event required by the Training Pilot Manual (TPM). All such training and endorsements required by the Company shall be paid for and maintained at Company expense.
- .02 All Training Events and checking shall be conducted in accordance with Transport Canada (TC) requirements and the Company Training Program Manual (TPM).
- .03 Except in accordance with [Section 3-8 \(HIRING OUTSIDE THE COMPANY\)](#), all regulatory Training Events relating to aircraft operations shall be conducted by Pilots whose names appear on the Pilot System Seniority List.
- .04 If a successful bidder on a Vacancy does not possess the required technical qualifications, the Company shall provide him with the opportunity to obtain an aircraft type rating and a PPC on the aircraft concerned.
- .05 All required publications shall be made available to each Pilot at Company expense.
- .06 Observers shall not be permitted in the simulator or on the aircraft flight deck when a Pilot is undergoing a PPC/ICF other than normal crew, Training Pilot, or TC Civil Aviation Inspector without the consent of the Pilot(s) being evaluated.
- .07 A Pilot shall be given a minimum of forty eight (48) hours notice of all Training Events. The notice requirement does not apply in the case of the Reassignment of a previously scheduled Training Event, ATE or in the case of a TC Civil Aviation Inspector conducting a LC. The Pilot's monthly bid package shall provide this normal notice. This notice may be waived by the Pilot.
- .08 In the case of a LC the minimum forty eight (48) hour notice shall include the date and anticipated flight numbers. In the event the LC is canceled or delayed the LC may be rescheduled to a later date or time and the minimum forty eight (48) hour notice shall be deemed to have been given. The notice is not required if a TC Air Carrier Civil Aviation Inspector is conducting the LC, however if the Company is advised in advance that a LC by a TC Air Carrier Civil Aviation Inspector will occur, the Company shall notify the Pilot(s).

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**TRAINING, TRAINING PILOTS,**  
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- .09 At the Pilot's request, he shall be given a copy of all completed reports, including the proficiency report, after all simulator and/or aircraft checks, e.g. ICF, PPC and LC.
- .10 No Pilot shall be evaluated on a written or Computer Based Training (CBT) examination without having received a preparatory course of study. A preparatory course of study shall consist of:
- a) A ground school, or
  - b) Self study course materials, including distance learning or
  - c) Reference materials in the Pilot's possession.

Note:

The examination answers shall accurately reflect the wording of the reference material, to avoid any misinterpretation of the correct answer.

- .11 Unless otherwise agreed to by the Association the Company shall not implement any home based training programs.
- .12 Notwithstanding [Section 8-43 \(OPEN FLYING\)](#), the following callout sequence shall apply when there is a requirement to cover open simulator duties for a training session or a PPC/ICF:
- a) All available Training Pilots, and only then,
  - b) The Company may offer, on a voluntary basis, a reassignment to simulator duties, and only then,
  - c) Reserve Pilots, however Reserve Pilots may decline simulator duties at this time, and only then,
  - d) All Pilots on the WDO volunteer list that have included the note "SIM" in the comment section of the WDO tracker, and only then,
  - e) Management and Supervisory Pilots in accordance with [Section 9-3.05 \(FLYING ALLOTMENT\)](#).
  - f) Notwithstanding c) above, Reserve Blockholders only in the Status in which they hold.
- .13 With the exception of initial training, where practicable the Company shall schedule a fully qualified or fully trained crew complement for simulator training/PPC/ICF of a Captain and First Officer.

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- .14 Any Pilot who is acting as part of a simulator crew for purposes other than his own Training Event shall not have his performance measured and shall not be subject to a Standard Not Attained (SNA).
- .15 A failure of either Pilot that is contributed to by the Pilot who is acting as part of a simulator crew for purposes other than his own Training Event shall not be deemed as SNA.
- .16 After the commencement of Conversion Training for a Pilot's new Equipment, a Pilot shall not operate in his previous Equipment Assignment unless his new Equipment Assignment has been cancelled. This paragraph does not apply to variants of the same type.
- .17 If the Pilot is required to return to his previous Equipment after the commencement of training for a Pilot's new Equipment Assignment the Company shall be required, at the Pilot's option, to provide a minimum of two (2) sectors with a Training Pilot or Line Training Captain.
- .18 If the Pilot is required to return to his previous Equipment after the commencement of training for a Pilot's new Equipment Assignment the Pilot shall be provided with a minimum of two (2) Calendar Days Off between Equipment Assignments and the following training, this training shall also apply to any Pilot who loses currency.

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**TRAINING, TRAINING PILOTS,**  
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Currency	Training to be provided
PPC and 90 day currency are valid	<ul style="list-style-type: none"> <li>At the Pilot's discretion the Company shall provide a minimum of two (2) sectors with a Training Pilot or Line Training Captain</li> </ul>
Expired 90 day currency with a valid PPC	<ul style="list-style-type: none"> <li>Briefing on changes to the aircraft or its operation since the Pilot's last flight.</li> <li>Three (3) takeoffs and landings in FFS.</li> <li>Line Check.</li> </ul>
PPC Expired between 0 and 6 months	<ul style="list-style-type: none"> <li>A recurrent ground school, if required by CARs.</li> <li>Briefing on changes to the aircraft or its operation since the Pilot's last flight.</li> <li>Two (2) FFS Training sessions</li> <li>PPC.</li> <li>Two (2) sectors in aircraft with a TP or LTC.</li> <li>Line Check.</li> </ul>
PPC Expired between 6 and 24 months	<ul style="list-style-type: none"> <li>A recurrent ground school, if required by CARs. If ground school is not required by the CARs, a minimum of one (1) Day refresher ground training tailored to the Pilot.</li> <li>Briefing on changes to the aircraft or its operation since the Pilot's last flight.</li> <li>One (1) IPT/FTD session.</li> <li>Two (2) FFS Training sessions</li> <li>PPC.</li> <li>Six (6) sectors in aircraft with a TP or LTC. The number of sectors may be reduced by mutual consent should IROPS occur.</li> <li>Line Check.</li> </ul>
PPC Expired more than 24 months	<ul style="list-style-type: none"> <li>An initial course.</li> </ul>

**7-2 PAY AND CREDITS**

- .01 A Pilot in training shall receive Credits in accordance with [Section 8-11 \(TRAINING CREDITS\)](#).
- .02 The one day of annual distance learning training shall be paid at the applicable training Credit and may be scheduled outside the blocking window for the applicable Position.

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**TRAINING, TRAINING PILOTS,**  
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**7-3 SCHEDULING**

- .01 All required Training Events, including Line Checks, for the Pilots being trained shall be bid for and scheduled in advance and included in the Pilot's monthly Block award.
- .02 If it becomes necessary to delay or cancel awarded simulator or aircraft Training Events or schedule an ATE, a Pilot may be removed from an awarded Pairing and reassigned for his own training. In this specific case the Pilot may be reassigned outside the Duty Period expansion limitations in [Section 8-36 \(REASSIGNMENT\)](#).
- .03 If it becomes necessary to delay or cancel awarded aircraft or simulator Training Events or schedule an ATE they may be conducted on a Day Off during the Bid Period. Consideration for scheduled events unique to the Pilot, shall be taken into account when additional Training is planned.

If a Pilot is assigned aircraft or simulator training or scheduled for an ATE on a scheduled Day Off in accordance with .03 above, he shall be credited in accordance with [Section 8-40 \(WDO\)](#) except for ATE's which shall be credited in accordance with [Section 8-11 \(TRAINING CREDITS\)](#). The Pilot shall be displaced from the appropriate number of Duty Periods within the current Bid Period, if required, to guarantee minimum Days Off. If this training assignment occurs such that the Pilot has only Days Off remaining in his Block he shall be displaced from the appropriate number of Duty Periods in the next Bid Period. The Pilot shall be given preference to the displaced Duty Periods subject to approval of Crew Scheduling.

- .04 When Conversion Training is included in a Pilot's Block, he shall have a minimum of two (2) Calendar Days Off prior to the start of ground school. When Conversion Training is not Blocked, the Company shall still provide two (2) Calendar Days Off prior to the start of ground school.

Note:

The above shall not apply to differences courses for variants of the same type.

- .05 A Pilot shall receive two (2) Duty Free Days (DFD) in any seven (7) consecutive Days of training while away from his Base, exclusive of Deadheading. A Pilot shall receive two (2) Calendar Days Off in any seven (7) consecutive Days of training while at his Base. Consecutive Duty Periods of training shall not exceed five (5). With the Pilots consent, the DFD or Days Off at his Base may be reduced to one (1). An additional Day Off shall then be granted at the completion of that portion of training.

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- .06 During the course of Block construction, a Pilot's minimum Days Off at his Base shall be reduced by one (1) Day for every two (2) DFDs while training at a location away from his Base.
- .07 All DFDs at a training location away from a Pilot's Base shall be credited at half the MDC per DFD.
- .08 Any scheduled Duty Period involving Simulator event shall be preceded by a minimum of twelve (12) hours free of all Duty. This may be reduced to not less than ten (10) hours due to irregular operations.
- .09 The training Duty Periods shall be subject to the following:
- a) Ground Training:
- i) When Deadheading is not required the maximum Duty Period shall be nine (9) hours, eight (8) hours for scheduled instructional training, and one (1) hour for breaks.
- ii) When Deadheading to a training location the total time from check in to the completion of the instructional training, including examination time, shall not exceed ten (10) hours, expandable to eleven (11) hours provided the Deadhead sectors do not exceed two (2).
- iii) The time required to Deadhead home shall not be limiting as in ii). However, the maximum length of any Duty Period shall be fourteen (14) hours.
- b) Simulator and or Aircraft Training:
- i) Duty Periods for simulator and or aircraft training may contain required briefings as in ii) below, however they shall not include any other training.
- ii) When Deadheading is not required the maximum Duty Period shall be eight (8) hours. No session of simulator, aircraft or Integrated Procedures Trainer (IPT) shall be more than four (4) hours excluding pre and post training briefings. The total briefing time shall not exceed three (3) hours for initial or recurrent training.
- iii) When Deadheading to a training location the total time from check in to the completion of the post training briefing shall not exceed ten (10) hours. The Duty Period may be expanded to twelve (12) hours if the following conditions are met:
- (a) Deadhead sectors not to exceed two (2).

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- (b) The Duty Period starts no earlier than 04:59 local time.
  - (c) The simulator training session shall be completed on the same Calendar Day by 23:59 local time of the Pilots Base.
  - iv) The time required to Deadhead to a Pilot's Base shall not be limited as in (iii) above. However the maximum length of any Duty Period shall be fourteen (14) hours.
- .11 For those Pilots requiring initial, upgrading or line training a variety of Pairings necessary to complete line training shall be selected prior to the distribution of the bid package at the Base to which the trainee holds a Position, or at the Base where the training shall take place.
- .12 For training in North America every effort shall be made by the Company to avoid training between the hours of 0000 and 0600 local time of the Pilot's Base.
- .13 In a Duty Period for training purposes, no Duty other than Deadheading and or training shall be required by the Pilot.

7-4 to 7-9 intentionally left blank.



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**TRAINING PILOTS**

**7-10 TRAINING PILOTS**

- .01 The Training Review Board (TRB) shall review the list of Pilots applying for designation as a Training Pilot and provide recommendations to the Company.
- .02 Training Pilots (TP): Pilots on the Pilot System Seniority List who are designated and temporarily assigned by the Company for the purpose of performing Training Events.
- .03 Line Training Pilots (LTP): Line Pilots on the Pilot System Seniority List so designated by the Company to conduct line training, LI, LC and Ground Training.
- .04 Training Base: A specific location designated by the Company, and indicated on the Jazz Aviation LP Pilot Position list, from which a Training Pilot, or a group of Training Pilots, carry out scheduled or non-scheduled training events.
- .05 Flying Base: A specific airport designated by the Company, and indicated on the Jazz Aviation LP Pilot Position list, from which a Training Pilot will carry out scheduled flying.
- .06 Training Reserve Availability Period: A time period when a Training Pilot so assigned must be available to be called for duty.
- .07 Training Reserve Day (RCK): A Calendar Day during which a Training Reserve Availability Period commences.
- .08 Unless provided for in this Section, all provisions of this Agreement shall apply to all Training Pilots.
- .09 All recurrent LC's shall be scheduled with the Training Pilot occupying the jump seat where it is available. LC's may be conducted from an operating seat during IROPS. Training Pilots may displace in accordance with [Section 8-37 \(PAIRING DISPLACEMENT\)](#) to perform a LC subject to Management approval.
- .10 Except when performing a LC or airborne PPC, Training Pilots shall not exercise checking duties while operating as a crew member.
- .11 The Company shall determine the number of Training Pilots.
- .12 There shall be the minimum of forty five (45) Calendar Days for a Pilot to move from training to line duties. This may be reduced by mutual consent between the Company and the Association.

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- .13 Notwithstanding .12 above, line Pilots may conduct Training Pilot duties on a monthly basis but shall not evaluate a Pilot during a PPC/ICF.
- .14 Training Pilots shall be awarded their Vacation/Stat Weeks in accordance with [Section 15-1 \(ENTITLEMENT\)](#), [Section 15-3 \(VACATION REASSIGNMENT\)](#), [Section 15-4 \(VACATION/STAT WEEK EXCHANGE\)](#) and [Section 15-5 \(OPEN VACATION/STAT WEEK VACATION SYSTEM\)](#), however they shall bid the Vacation/Stat Weeks as a separate group. Vacation/Stat Weeks shall be bid and awarded in order of Seniority. For each week of Vacation/Stat Weeks that a Training Pilot is entitled to in accordance with [Section 15-1 \(ENTITLEMENT\)](#), the Training Pilot shall receive four (4) Days of Vacation/Stats at five point three (5.3) Credits per Day. A Training Pilot may bid and shall be awarded up to six (6) GDO's attached to his Vacation/Stats. Subsequent consecutive weeks shall be awarded up to three (3) GDO's.
- .15 A Training Pilot who is designated by the Company to return to line flying shall retain his previously awarded Vacation/Stat Weeks. A Training Pilot who voluntarily returns to line flying shall forfeit his Vacation/Stat Weeks and shall bid from available vacation in his new Position.
- .16 Except when performing training duties or when flying by displacement, Training Pilots shall perform flying duties in accordance with their seniority in their Flying Base.
- .17 All Training Pilots MMPG shall be eighty five (85.0) Credits per month. The MMPG shall be reduced by DSC for each Calendar Day that the Pilot did not work because he was returned to line flying, was on Leave of Absence without pay, was laid off, was suspended, was terminated or had resigned.
- .18 Training Pilots holding Check A authority shall be paid years of service at the Captain rate in accordance with [Section 10 \(PAY\)](#) plus a premium of ten percent (10%) top Captain rate.
- .19 Training Pilots whose seniority would allow them to hold any Captains Position shall be paid years of service at the Captain rate in accordance with [Section 10 \(PAY\)](#) plus a premium of five percent (5%) top Captain rate.
- .20 Training Pilots whose seniority would not allow them to hold a Captains Position on any type shall be paid F/O top of scale in accordance with [Section 10 \(PAY\)](#) plus a premium of five percent (5%) top Captain rate.
- .21 A Training Pilot who bids as a First Officer on his Equipment at his Flying Base when his seniority would allow him to hold Captain on his Equipment at his Flying Base shall be paid in accordance with .20 above.

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- .22 For line Pilots performing training duties the following premium shall apply. These premiums shall be increased by two percent (2%) July 1, 2015 and each July 1 thereafter.
- a) Twenty five dollars (\$25) per Credit for the Duty Period in which the LC occurs.
  - b) Twenty dollars (\$20) per Credit for the Duty Period in which LI occurs.
  - c) One hundred dollars (\$100) per day of GS or CRM.

Note:

WDO premiums do not apply to the above.

- .23 Training Pilots shall be credited five point three (5.3) Credits for each Training Event or Training Reserve Day in their block for which they are exercising their designation as a Training Pilot. This daily Credit shall not apply to line indoctrination flights or regular line flying.
- .24 Training Pilot's shall submit a pre bid to Crew Planning indicating their preferences by the twentieth (20<sup>th</sup>) of the Month, bidding two (2) months in advance. The pre bid shall be used to assign Training Pilot duties, which shall then be included in the monthly bid package. This shall be done by Crew Planning in consultation with the Association.
- .25 Training Pilots may submit a LTP pre bid indicating their preference for LI using the normal pre bidding process.
- .26 All Training Events shall be bid for and scheduled in advance and included in the Training Pilot's monthly Block award. All Training Events published in the monthly bid package shall be considered as awarded unless the Training Pilot is notified of any change twenty four (24) hours prior to the closing of the monthly bid window.
- .27 The Training Pilot shall then bid for flying or reserve using the normal bidding process. The blocking window for Training Pilots is eighty (80) to eighty five (85) Credits.
- .28 Training Pilots shall be limited to forty five (45) Credit hours per Bid Period as an operating crewmember, excluding circumstances for which he displaces in accordance with [Section 8-37 \(PAIRING DISPLACEMENT\)](#) or WDO Credits.
- .29 A maximum of thirty one point eight (31.8) Credits of the forty five (45) Credits in accordance with .28 above may be scheduled Credits.
- .30 A Training Pilot shall be limited to a maximum of two hundred and eighty seven (287) scheduled Credits per Year as an operating crewmember, excluding

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circumstances for which he displaces in accordance with [Section 8-37 \(PAIRING DISPLACEMENT\)](#) or WDO Credits.

- .31 Training Pilots shall accumulate a minimum of thirty (30) Credits for each three (3) consecutive Bid Periods.
- .32 A Training Pilot who is a Reserve Blockholder shall be exempt from the minimum Credits requirements in accordance with .31 above. However, any Training Pilot who is a Reserve Blockholder, and who has not flown at least twelve (12) actual flight hours in the previous two (2) Bid Periods shall ensure he has completed twelve (12) actual flight hours prior to the end of the third (3<sup>rd</sup>) Bid Period by the reserve call out procedure in accordance with [Section 8-42 \(RESERVE\)](#), [8-43 \(OPEN FLYING\)](#), and then by displacement. This Training Pilot shall be scheduled to a maximum of sixteen (16) Days of training duties and Reserve Days.
- .33 Training Pilots shall not be scheduled for more than one (1) training event per Duty Period. A Training Pilot, on a voluntary basis, may be Reassigned an additional training event in the same Duty Period to maintain training schedule integrity. This Training Pilot shall have his Time Bank credited with an additional five point three (5.3) Credits.
- .34 Training Pilots shall be scheduled for flying duties at their assigned Flying Base on their equipment type, in the status they can hold, by seniority.
- .35 Training duties (other than LI and LC) and line flying shall not be scheduled within the same Duty Period. However, Training Pilots may be reassigned from flight Duty to training Duty, or from training Duty to flight Duty in accordance with [Section 8-36 \(REASSIGNMENT\)](#).
- .36 A Training Pilot may displace in accordance with [Section 8-37 \(PAIRING DISPLACEMENT\)](#).
- .37 A Training Pilot on a Training Reserve Day may be assigned line flying after reserve has been exhausted, however only in the status in which he can hold with his seniority, at his Flying Base.
- .38 The first (1<sup>st</sup>) priority of Training Reserve is to cover training IROPS and the second (2<sup>nd</sup>) is to cover line operations. Training Reserve Availability Periods shall be from 0700 to 1900 local time at the Training Pilots Base. Only for the purpose of a Training Event may the Duty Period be scheduled to end up to eight (8) hours beyond the end of the Training Reserve Availability Period. The assignment of a Training Pilot to line operations on a RCK day(s) shall be in accordance with [Section 8-42 \(RESERVE\)](#).

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- .39 In order for a Training Pilot on Training Reserve to be assigned any training Duty between the hours of 0301 and 0600 the Training Pilot must be given a minimum of twenty four (24) hours notice. In addition, the twelve (12) hours preceding Check In shall be free from all Duty.
- .40 Training Reserve days shall be at the Training Pilot's Training Base or at his Domicile. It can only be at his Domicile if within two (2) hours of being called he can be at a crew Base that his aircraft type is based or he must be able to Check In at his Training Base within three (3) hours.
- .41 A Training Pilot may move a Training Reserve Day with Crew Planning or Crew Scheduling agreement. Crew Planning or Crew Scheduling may request a Training Pilot to move a Training Reserve Day in order to cover open simulator flying, however this shall be at the Training Pilot's discretion. In no case shall a Training Reserve Day that has already passed with no Duty assigned to it be used in application of this clause.
- .42 For the purpose of a Training Event, a Training Pilot may be scheduled so that the Duty Period extends into a Day Off by three (3) hours. If for any reason the Training Pilots Duty extends into a Day Off by more than three (3) hours a Duty Period shall be dropped from his Block within the current Bid Period. If there are only Days Off remaining in the current Bid Period then a Duty Period shall be dropped in the following Bid Period.
- .43 All Training Pilots shall be reimbursed for receipted cost of any accommodations at his Training Base to a maximum of six hundred dollars (\$600) per Bid Period. Any unused portion of each six hundred dollars (\$600) per Bid Period allotment shall be carried over for three (3) Bid Periods. This reimbursement shall be increased by two percent (2%) January 1, 2015 and each January 1 thereafter.
- .44 When requested by the Training Pilots, the Company shall make hotel reservations on behalf of the Training Pilot. Every effort shall be made to secure the Company hotel rate.

7-11 to 7-29 intentionally left blank.

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**ENHANCED PILOT PROFICIENCY PROGRAM**

The intent of the Enhanced Pilot Proficiency Program is to ensure that all Pilots are afforded the opportunity to establish and maintain a high level of proficiency. It is recognized that all Pilots do not learn at the same rate and there may be disparities in the experience level and background of Pilots entering the same training program. Training may be adjusted, or extended beyond planned hours in all phases of initial, recurrent and in requalification training, by the Training Review Board (TRB), if there is consensus that reasonable progress is being made and there is a likelihood of success. The TRB shall have discretion to recommend and use alternatives to the intervention points outlined below.

**7-30 TRAINING REVIEW BOARD**

- .01 The Company and Association have formed a Training Review Board (TRB) to achieve an efficient and progressive system for dealing with Pilot training anomalies. The TRB shall operate under the approved terms of reference developed and mutually agreed to between the Company and the Association. A copy of such terms of reference shall be distributed to the MEC Chairman and the Vice President, Flight Operations.
- .02 The TRB shall be comprised of two (2) Company appointed members and two (2) Association appointed members. Alternate member participation may be established by the TRB.
- .03 It is understood that any decision or recommendation made by any Association TRB member does not constitute a waiver of any Association rights to take a different position in the representation of the Pilot.
- .04 It is understood that any decision or recommendation made by any Company TRB member does not constitute a waiver of any Company rights to take a different position in decisions affecting the Pilot.
- .05 TRB recommendations or decisions shall not be the basis for any disciplinary action.
- .06 Where an intervention point as defined below occurs, the TRB shall communicate with the Pilot to discuss training issues and create an individual training plan. A meeting shall be conducted in a forum mutually acceptable to all TRB members and the Pilot involved.
- .07 The TRB shall have the power to recommend additional training or to refer the matter to other outside resources such as Aeromedical, Employee Assistance Program (EAP) or ALPA Pilot Assistance.

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- .08 TRB decisions shall be based on simple majority.
- .09 In the event that the TRB is unable to reach a majority decision on a matter, the TRB shall refer the matter to the MEC Chairman and Vice President, Flight Operations. If the MEC Chairman and Vice President, Flight Operations are unable to agree, the matter shall be referred to arbitration in accordance with [Section 27 \(ARBITRATION\)](#).
- .10 TRB decisions shall be maintained on file. All decisions shall be available to any affected Pilot, the Association and the Company. Where applicable, documents shall be removed from a Pilots file in accordance with [Section 23-4 \(PILOT FILES\)](#).
- .11 The TRB shall meet, not less than semi annually, to review the training program performance, and if required, recommend change and modification to training programs.
- .12 All costs, including flight release, of the TRB meetings, except hotel and per-diems costs for Association TRB members, shall be borne by the Company.

**7-31 INTERVENTION POINTS**

- .01 The early identification of training problems is important as it reduces the amount of intervention required.
- .02 Intervention points are used when:
  - a) A Pilot is experiencing difficulty in achieving the required standard; or,
  - b) A Pilot is not making required progress; or,
  - c) A Pilot has not met the established TC PPC standard during a PPC event.
- .03 At any meetings pertaining to a SNA, the Pilot is entitled to full Association representation.
- .04 Where an intervention point is triggered, the TRB shall have the power to examine each occurrence and make recommendations with respect to action that may be needed for both the Pilot and the Training Department.
- .05 Intervention points shall result in a discussion of the individual situation with the TRB.

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- .06 Intervention points shall not result in any discipline or employment jeopardy. Intervention points are an opportunity to discuss the Pilot's difficulties and/or lack of progress in an open and constructive manner.
- .07 Level 2 intervention meetings must be held prior to any remedial training.
- .08 Level 1 intervention meetings should be held as soon as possible but should not interrupt the normal training scheduling.
- .09 A Level 1 intervention meeting may be used any time a Pilot is felt to be having unusual or excessive difficulties at any point in his training. The purpose of a Level 1 intervention meeting is to allow an objective examination of a Pilot's training or proficiency performance with a goal of addressing future training in a more individualized manner.

**7-32 INTERVENTION POINTS FOR MEETING WITH THE TRB**

- .01 Level 1 intervention
  - a) Initial Training:
    - i) A Pilot has used two (2) Additional Training Events (ATE) in any one (1) phase of training; or,
    - ii) Anytime the individual Pilot, a Line Training Pilot or a Training Pilot feels that there may be circumstances that are affecting a Pilot's ability to progress in training.
  - b) Status Change:
    - i) A Pilot has used one (1) ATE and subsequently does not meet the established TC PPC standard during a PPC event; or,
    - ii) Anytime the individual Pilot, a Line Training Pilot or a Training Pilot feels that there may be circumstances that are affecting a Pilot's ability to progress in training.
  - c) Recurrent Training:
    - i) A Pilot has used one (1) ATE and subsequently does not meet the established TC PPC Standard during a PPC event; or,
    - ii) Anytime the individual Pilot, a Line Training Pilot or a Training Pilot feels that there may be circumstances that are affecting a Pilot's ability to progress in training (including LOFT); or,



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iii) A Pilot has not met the established TC PPC Standard during a PPC event two (2) times in consecutive qualification cycles.

iv) A Pilot has not met the established TC PPC Standard during a PPC event or required an ATE, three (3) times in an eighteen (18) month period.

d) Line Indoctrination:

i) Anytime the individual Pilot, a Line Training Pilot or a Training Pilot feels that there may be circumstances that are affecting a Pilot's ability to progress in training.

.02 Level 2 intervention

a) Initial Training:

i) A Pilot has used all ATE's in any phase of training; or,

ii) A Pilot has not met the established TC PPC standard during a PPC event two (2) times in the initial training program.

b) Status Change:

i) A Pilot has not met the required standard to progress to a PPC following one (1) ATE; or,

ii) A Pilot has not met the established TC PPC standard during a PPC event two (2) times in the Status change training program.

c) Recurrent Training:

i) A Pilot has not met the required standard to progress to a PPC following one (1) ATE; or,

ii) A Pilot has not met the established TC PPC standard during a PPC event two (2) times in the same qualification period; or,

iii) A Pilot has not met the established TC PPC standard during a PPC event three (3) times in consecutive qualification cycles.

d) Line Indoctrination:

i) A Pilot has not met the required standard after the completion of fifty (50) hours LI.

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e) Line Check:

- i) A Pilot has not met the established TC LC standard two (2) times in the same qualification period.

**7-33 TRAINING**

.01 The training event profiles shall be data driven, in that they must reflect events that are occurring on line. This ensures Pilots are proficient in actual line operation occurrences.

.02 Initial Training:

- a) Each Pilot shall be afforded a minimum of three (3) ATE's during the Phase 1 portion of training.
- b) Each Pilot shall be afforded a minimum of two (2) ATE's during the Phase 2 portion of training.
- c) Any time a Pilot is unable to progress after the maximum number of ATEs have been reached, the Pilot shall be assigned an SNA.
- d) If a Pilot has not met the TC PPC standard during a PPC event after two (2) attempts the Pilot shall be assigned an SNA and shall require Level 2 Intervention by the TRB.
- e) Any subsequent inability to meet the TC PPC standard during a PPC event shall result in an SNA being assigned.

.03 Status Change:

- a) Each Pilot shall be afforded a minimum of one (1) ATE during the ground training portion.
- b) Each Pilot shall be afforded a minimum of one (1) ATE during the flight (simulator) training portion.
- c) If a Pilot has not met the TC PPC standard during a PPC event after two (2) attempts the Pilot shall be assigned an SNA and shall require a Level 2 intervention by the TRB.
- d) Any subsequent inability to meet the TC PPC standard during a PPC event shall result in an SNA being assigned.

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.04 Recurrent Training:

- a) Each Pilot shall be afforded a minimum of one (1) ATE during the flight (simulator) training portion.
- b) If a Pilot has not met the TC PPC standard during a PPC event after two (2) attempts the Pilot shall be assigned an SNA and shall be subject to a Level 2 intervention by the TRB.
- c) Any subsequent inability to meet the TC PPC standard during a PPC event shall result in an SNA being assigned.
- d) If a Pilot has not met the established TC PPC standard during a PPC event two (2) times in consecutive qualification periods, that Pilot shall be subject to a Level 1 intervention by the TRB.
- e) If a Pilot has not met the established TC PPC standard during a PPC event or required an ATE, three (3) times in an eighteen (18) month period, the Pilot shall be subject to a Level 1 intervention by the TRB.
- f) If a Pilot has not met the TC approved standard during a written examination after two (2) attempts the Pilot shall be assigned an SNA and shall be subject to a Level 2 intervention by the TRB.
- g) Any subsequent inability to meet the TC approved standard during a written examination shall result in an SNA being assigned. A Pilot may, at Company discretion, be terminated following the assignment of more than three (3) SNA's against an individual Pilot during each recurrent ground school course.
- h) At no time shall LOFT carry any license or employment jeopardy. A Pilot may, at the determination of a Training Pilot, be withheld from line service in accordance with [Section 8-19 \(HELD OUT OF SERVICE\)](#) pending additional training in the event of a below standard performance in a LOFT setting. Neither the substandard LOFT nor the first ATE shall carry any jeopardy to the Pilot.
- i) If a Pilot has not met the established TC PPC standard during a PPC event three (3) consecutive times in the same Equipment Assignment, the Pilot shall be assessed an SNA and shall require a Level 2 intervention by the TRB.
- j) Any subsequent inability to meet the TC PPC standard during a PPC event shall result in an SNA being assigned.

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.05 Line Indoctrination:

At the determination of the TRB, a Pilot may be referred to the Training Department for appropriate remedial training. The training shall be tailored to the individual and shall utilize whatever training media or device necessary to achieve the required training objectives.

.06 Line Check:

If a Pilot fails to complete the LC after two attempts, the Pilot shall be assigned an SNA and shall require a Level 2 intervention by the TRB.

.07 Pilots returning from breaks in Training or Line Flying:

- a) If a Pilot has had more than a five (5) Day break during Phase 2 of training, the Pilot shall be afforded at least one (1) refresher simulator/training period to return the Pilot to his previous level of proficiency. This shall not count as an ATE.
- b) Pilots who are returning from extended breaks, e.g.; medical leave, furloughs, or non-flying duties shall be required to discuss with the TRB their individual situation prior to the scheduling of training. Additional training, not counting as an ATE may be scheduled as required.

**7-34 STANDARD NOT ATTAINED**

.01 An SNA shall be assigned to an individual Pilot in accordance with this Section. The TRB shall have the right to nullify any assigned SNA if there are mitigating circumstances.

.02 Initial Course:

- a) After two (2) SNAs are assigned, the Pilot shall have the option of returning to his former Operating Position subject to normal seniority provisions and his ability to qualify. If the Pilot's former Operating Position no longer exists due to the removal of the type from the fleet, or in the case of a Reduction or displacement, the Pilot shall have the option of exercising his seniority to any other Equipment Assignment.
- b) A Pilot having returned to his former Equipment in accordance with a) above and who subsequently bids and is awarded a new Status and/or Equipment Assignment within twenty-four (24) months of re-qualifying in his current assignment shall be given training followed by the appropriate check. SNAs accrued in the Pilots initial attempt shall still apply.

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- c) A Pilot may, at Company discretion, be terminated following the assignment of three (3) SNAs against an individual Pilot during the same initial training course. A Pilot's rights are preserved in accordance with [Section 25 \(DISCIPLINE/DISCHARGE\)](#), [26 \(GRIEVANCES\)](#) and [27 \(ARBITRATION\)](#).

**.03 Status Change:**

- a) After two (2) SNAs have been assigned, the Pilot shall have the option of returning to his former Operating Position subject to normal seniority provisions and his ability to Qualify. If the Pilot's former Operating Position no longer exists due to the removal of the type from the fleet, or in the case of a reduction or displacement, the Pilot shall have the option of exercising his seniority to any other Equipment Assignment.
- b) A Pilot having returned to his former Status in accordance with a) above and who subsequently bids and is awarded a new Status and/or Equipment Assignment within twenty-four (24) months of re-qualifying in his current assignment shall be given training followed by the appropriate check. SNAs accrued in the Pilots initial attempt shall still apply.
- c) A Pilot may, at Company discretion, be terminated following the assignment of three (3) SNAs against an individual Pilot during the same Status change training course. A Pilot's rights are preserved in accordance with [Section 25 \(DISCIPLINE/DISCHARGE\)](#), [26 \(GRIEVANCES\)](#) and [27 \(ARBITRATION\)](#).

**.04 Recurrent PPC and/or LC:**

- a) A Pilot holding a Captain Position who has been assigned two (2) SNAs in a qualification cycle may voluntarily attempt to re-qualify in a First Officer Position. In such cases, a twenty four (24) month freeze on bidding different equipment or a Captain's Position shall apply. Upon commencement of the requalification attempt as a First Officer, all previously assigned SNAs shall be expunged. If the Pilot elects to continue to re-qualify for his Captain Position, and is subsequently assigned a third (3<sup>rd</sup>) SNA he may be terminated, at the option of the Company.
- b) A First Officer may, at Company discretion, be terminated following the assignment of more than three (3) SNAs in a qualification cycle.
- c) A Pilot's rights are preserved in accordance with [Section 25 \(DISCIPLINE/DISCHARGE\)](#), [26 \(GRIEVANCES\)](#) and [27 \(ARBITRATION\)](#).

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**7-35 EARLY WITHDRAWAL FROM TRAINING**

- .01 Due to training difficulties a Pilot may request an early withdrawal from an initial training course prior to incurring two (2) SNAs. The Pilot shall have the option of returning to his former Operating Position subject to normal seniority provisions and his ability to Qualify. If the Pilot's former Operating Position no longer exists due to the removal of the type from the fleet, or in the case of a Reduction or displacement, the Pilot shall have the option of exercising his seniority to any other Equipment Assignment.
- .02 The request in accordance with .01 above shall be submitted to the TRB for consideration. The TRB shall be responsible for either approving or rejecting such request.
- .03 The Pilot may be subject to a twenty four (24) month freeze on bidding an Equipment change.

**7-36 MEETINGS ON A DAY OFF**

- .01 Any meetings conducted in person on a Day Off due to EPPP shall be credited MDC Credits. These Credits shall be earned in addition to all Credits earned in the course of a Pilot completing his scheduled Block and deposited into the Pilot's Time Bank.
- .02 Credits earned in accordance with .01 above shall not be subject to any overtime premiums.
- .03 This meeting shall not reduce a Pilot's minimum Days Off below ten (10).

**7-37 DEFINITIONS**

- .01 Additional Training Event (ATE): A single additional remedial training period that is tailored to meet the individual's training and proficiency needs. This training period shall never be less than the normal training period for the particular training event. It may exceed the standard footprint and is limited only by this Agreement. The assignment of ATE training periods that vary from the normal should be approved by at least two (2) members of the TRB, one (1) from the Company and one (1) from the Association.
- .02 Initial Training Course: An initial training course that encompasses all training and checking required to establish qualification on a new aircraft type, excluding variants. It begins with Phase 1 or Ground School and concludes with the later of an initial LC or the completion of LI.

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- a) An initial integrated training course includes:
  - i) Phase 1
  - ii) Phase 2
  - iii) PPC
  - iv) LI
  - v) LC
  
- .03 Recurrent Training Course: The recurrent training program covers all training and checking required on a recurrent basis to maintain a previously established aircraft qualification. This also applies to Pilots regaining qualification when an initial training course is not required.
  - a) Recurrent Training includes the following:
    - i) Recurrent ground school or technical training
    - ii) Recurrent simulator training for the purposes of preparing for a PPC/ICF
    - iii) A recurrent PPC/ICF
    - iv) Simulator training required for the purpose of maintaining or regaining qualification
    - v) Recurrent LC
    - vi) LOFT
  
- .04 Qualification Cycle:
  - a) Initial qualification cycle begins when a Pilot has completed an initial PPC for a particular aircraft type. The qualification cycle ends at the commencement of recurrent training.
  - b) A recurrent qualification cycle begins at the commencement of recurrent training and ends at the commencement of the next recurrent training.
  - c) Annual recurrent ground training carries a similar concept, from the commencement of training to the commencement of the next training period.
  
- .05 Qualification Period: Qualification period is the length of time that a specific qualification element is valid as determined by the Company Training Program Manual (TPM), e.g.; a recurrent PPC is valid for a six (6) month period while a LC is valid for a twelve (12) month period.

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**HOURS OF SERVICE**

**8-1 DUTY PERIODS**

- .01 Duty Periods shall commence, prior to the schedule departure time or earlier as required by the Company, in accordance with the following:
- a) Operating or Deadheading from the Pilot's Base sixty (60) minutes.
  - b) Operating or Deadheading away from the Pilot's Base forty five (45) minutes.
  - c) In the application of a) and b) above, when required to taxi an aircraft in a remote parking area, Check In times will be applied to the start of the scheduled taxi time.
  - d) If customs clearance, or remote gates are required then fifteen (15) minutes shall be added to the time in b) above.

Note:

The Check In time shall not be advanced for a Pilot on a RAP to meet the requirements of [Section 8-42.03 \(RESERVE\)](#).

- .02 If transportation is required for the Pilot to get to or from the aircraft from the point of Check In, the Company shall be responsible to ensure such transportation is provided.
- .03 The Duty Period shall end fifteen (15) minutes after the termination of the flight, or when released from all duty, whichever is later. This shall be increased to thirty (30) minutes, if customs clearance, or aircraft repositioning is required.

**8-2 LENGTH OF DUTY PERIOD**

- .01 The maximum duty period shall be fourteen (14) hours except for duty periods commencing between 2300 and 0459 hours local time, or when one-third (1/3) of the duty period falls between the hours of 2300 and 0459 hours local time, the maximum duty period shall be twelve (12) hours.

Note:

All references to local time are at the Base where the duty day commences.



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- .02 Notwithstanding .01 above, all Duty Periods may be expanded to fourteen (14) hours provided:
- a) That a break in the Duty Period exists of no less than six (6) hours from actual arrival to actual departure and accommodation is provided, and
  - b) Not more than three (3) sectors during the Duty Period, and
  - c) If a Pilot is Reassigned, the reassigned duty must fall within the parameters of this paragraph.
- .03 For Duty Periods that require Deadheading prior to operating, all Deadhead landings shall be considered as operational.
- .04 The total number of operational landings in a Duty Period plus the total number of duty hours in a Duty Period shall be known as fatigue units (FU's). The maximum number of scheduled FU's in a Duty Period shall be nineteen (19), with Pilot discretion this may be increased to twenty (20). The maximum number of operational landings in any Duty Period shall be eight (8).

Note:

Scheduled daily FUs are not limiting for Pilots completing their scheduled flying in accordance with [8-38.01 \(DELAYED OPERATIONS\)](#). It is the Pilot's responsibility to ensure that they are fit for this Duty.

- .05 Extensions to the Duty Period:
- a) Pairings Exceeding the Duty Period:

Duty Periods in excess of the maximums specified herein may be scheduled, subject to mutual agreement between the Company and the Association prior to construction of the monthly pairings for bidding purposes.
  - b) Delays:

If, after the start of a Duty Period (Check In), a flight becomes delayed due to mechanical problems, adverse weather conditions, enroute delays or other causes, and it becomes apparent that the Duty Period time limitations, or the maximum number of operational landings, would have to be exceeded to complete the Duty Period as planned (including Check Out duties) it shall be the Captain's responsibility to discuss with the crew the operational and safety aspects of exceeding the maximum Duty Period limitations. Having discussed with the crew, and taken all pertinent factors into consideration, the crew shall decide whether or not to continue. Should the decision be made not to extend the Duty Period or perform the extra landing(s), the crew shall not be required

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to justify their decision. This extension to the normal maximum Duty Period shall not exceed two (2) hours.

#### **8-3 REST PERIODS**

.01 The minimum Rest Periods are:

a) Pilot's Base:

Twelve (12) hours between the completion of the Duty Period, to the commencement of the next Duty Period in accordance with [Section 8-1 \(DUTY PERIODS\)](#) or as provided in [Section 8-32.17 \(BLOCK CONSTRUCTION\)](#).

b) Away from Pilot's Base:

i) Eleven (11) hours between the completion of the Duty Period, to the commencement of the next Duty Period in accordance with [Section 8-1 \(DUTY PERIODS\)](#).

ii) Notwithstanding i) above, with the consent of the Association, Pairings may be constructed that provide for a Rest Period of less than eleven (11) hours. This shall only apply when the rest accommodation is an Airport Hotel.

c) In the case of both a) and b) above where there is a difference in local time (time zones) between the Check In location and Check Out location of more than two (2) hours, the minimum Rest Period shall be increased by two (2) hours.

.02 The Pilots minimum Rest Period as defined in .01 above, may be reduced by a maximum of one (1) hour away from his Base and a maximum of two (2) hours at his Base, due to an operational delay provided:

a) The Pilot has the opportunity to obtain not less than eight (8) consecutive hours of sleep, or

b) At the Pilot's Base, where the rest period is reduced in .01 above, if the Pilot cannot obtain the rest in a) above the Pilot may accept, at his discretion, a hotel room provided by the Company, to ensure the Pilot has the opportunity to obtain not less than eight (8) consecutive hours of sleep.

#### Note:

When the rest period is twelve (12) hours or greater at the Pilot's Base, it is the Pilot's responsibility to ensure the opportunity to obtain eight (8) consecutive hours of sleep, regardless of his domicile.

8-4 to 8-9 intentionally left blank

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**CREDITS**

**8-10 GENERAL**

- .01 Unless otherwise noted, flight Credits shall be referred to as Credits and shall normally apply for pay and Flight Time limitation purposes.
- .02 The Daily Standard Credit (DSC) is the Maximum Scheduled Credit (MSC) level divided by thirty (30) days. e.g. eighty five (85) Credits divided by thirty (30) equals two hours and fifty minutes (2:50) or for an RTB forty five (45) Credits divided by thirty (30) equals one hour and thirty minutes (1:30).
- .03 Notwithstanding [Section 8-32.07 and .08 \(BLOCK CONSTRUCTION\)](#) the Minimum Monthly Pay Guarantee (MMPG) for each Position shall be:
- a) Flying Blockholder: The Pilot's original scheduled credits in that Position for each Bid Period.
  - b) Reserve Blockholder: The published blocking average in that Position for each Bid Period
- .04 All Pilots shall be guaranteed the Credits of his awarded Block as if flown according to schedule which includes Flica ADDS, SWAPS and TRADES or the actual Credits accrued, whichever is greater.

Note:

For the purposes of the calculations below, Actual Credits accrued shall include Block Growth (BG) Credits, Reassignment Credits flown.

Note:

A Reserve Blockholder's scheduled Credits shall be their MMPG.

- .05 When a Pilot's scheduled or actual Credits exceed eighty five (85) during a Bid Period, these Credits in excess of eighty five (85) shall be deposited into the Pilots Time Bank at a rate of one point zero (1.0) times the scheduled or actual Credits accrued during a Bid period, whichever is greater.
- .06 The overtime threshold shall be eighty five (85) Credits, adjusted by the net value of all Flica Trades for the Bid period.
- .07 When a Pilot's scheduled or actual Credits, whichever is greater, minus Sick Bank and Time Bank Credits, exceed the overtime threshold during a Bid period, one half (1/2) of these excess Credits shall be deposited into the Pilots Time Bank.

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#### **8-11 TRAINING CREDITS**

- .01 For each Training Period, the Credits earned shall be the greater of (a) or (b) below:
- a) A minimum of four (4) Credits.
  - b) If applicable, the actual Flight Time Credits for aircraft flight training.

#### **8-12 PAIRING CREDITS**

- .01 In order to provide a balance between duty time, Flight Time, and total trip hours, the Credits of .02 below shall apply to all Pairings.
- .02 For each Pairing, or period of any other duty, excluding RAP, the Credits earned shall be the greater of (a) through (d) below:
- a) A Minimum Daily Credit (MDC) guarantee of four hours thirty minutes (4:30) Credits for each Duty Period. For Duty Periods with sectors in excess of seven (7) the MDC guarantee will be five hours thirty minutes (5:30).
  - b) The accumulated Flight Time for the Duty Period, scheduled or actual, whichever is greater.
  - c) One (1) Credit for each two (2) hours of the Duty Period, scheduled or actual, whichever is greater.
  - d) One (1) Credit for each four (4) hours in a Trip Period, scheduled or actual whichever is greater.

**Note:**

Block Growth (BG) is the amount of time a Pilot's actual Credits exceed the scheduled Credits in a), b), c) and d) above, during the course of flying an awarded Block.

- .03 When a change in calendar date occurs during a Duty Period, the date on which the Duty Period originates shall be considered the date to which all Credits for the Duty Period and Per Diems apply. In the event of advanced or delayed operations at the end of a month, the originally scheduled date of the Duty Period shall be considered the date on which the Duty Period originates, and to which date all Credits for the Duty Period shall apply.
- .04 For any Pairing whose Credit level is derived from .02 d) above, the Credit in excess of the Credits in .02 a), b), c) above, shall be applied to the last day of the Pairing.

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### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

#### **8-13 TAXI CREDITS**

- .01 The following shall define the Credit levels to be used when a Pilot is required to taxi an aircraft for a purpose other than flight.
- a) Known aircraft taxiing times shall be built into the Pairings. The minimum taxi Credit shall be fifteen (15) minutes. Any actual taxi time in excess of the scheduled Credit shall be considered as BG.
  - b) Any unknown taxi movements shall be Credited with the actual taxi time or fifteen (15) minutes whichever is greater.
  - c) If a Pilot is required to start an aircraft engine(s) one (1) or more times for maintenance purposes he shall be Credited with thirty (30) minutes or the actual time from the first to last engine(s) start, whichever is greater.

#### **8-14 DEADHEADING**

- .01 When a single Duty Period consists of Deadhead duty combined with flight duty, the minimum Credits of [Section 8-12.02 \(PAIRING CREDITS\)](#) shall apply except that the Deadhead sector(s) Flight Time Credit shall not apply.
- .02 When a Duty Period consists of a Deadhead only, the minimum Credit shall be the greater of;
- a) four hours thirty minutes (4:30) Credits.
  - b) One (1) Credit for each two (2) hours of duty time.
- .03 When Deadheading to a training location [Section 8-12.02 c\) \(PAIRING CREDITS\)](#) shall not apply.

#### **8-15 VACATION/STAT**

Vacation/Stat Days shall be credited at four (4) Credits for flight limitation and pay purposes.

#### **8-16 RELOCATION TO ANOTHER BASE**

When a Pilot is relocating to another Base, he shall receive, DSC for each of the seven (7) moving Days entitled to him in accordance with [Section 21-2.02 \(MOVING PROVISIONS\)](#). In the event the Pilot requires to schedule his moving Days after the Blocks have been constructed, he shall receive the Credit for any Duty Period(s) dropped as if flown according to schedule in lieu of DSC for the seven (7) Calendar Day period.

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### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

#### **8-17 SICK LEAVE**

- .01 When a Pilot is unfit for duty he shall be credited from his sick leave bank in accordance with the following:
- a) Flying Blockholder: The normal Credits for the Pairing(s) or portion thereof that he missed, in accordance with [Section 18-5.01 b\) \(RETURN TO DUTY FROM SICK LEAVE\)](#).
  - b) If a Reserve Blockholder advises Crew Scheduling they are unfit for duty they will be placed on sick leave and the sick bank will be deducted in accordance with i), ii) and iii).
    - i) If required for duty, MDC for each Duty Period.
    - ii) After being assigned a single day Pairing, the Credit level of the assigned Pairing.
    - iii) After being assigned a multi-day Pairing, the Credit level of the assigned Pairing, or portion that the Pilot has missed.
  - c) Bid Period overlap: A Pilot whose illness extends into the next Bid Period and who is not awarded a Block shall receive DSC until his date of return to duty, or until he qualifies for STD, whichever is sooner.
  - d) Pilot assigned WDO: The published Credits for the Pairing(s) or portion thereof that he missed, as if flown according to schedule.

#### **8-18 PAID LEAVE/JURY WITNESS DUTY**

- .01 When a Pilot is granted a paid LOA in accordance with [Section 16-5 \(JURY/WITNESS DUTY\)](#) or for other reasons that the Company may agree to, the Pilot shall be credited as follows:
- a) Flying Blockholder: The published Credits for the Pairings that he missed, as if flown according to schedule.
  - b) Reserve Blockholder: The DSC for each RAP he is on Paid Leave/Jury Duty.
  - c) Bid Period Overlap: A Pilot whose paid LOA extends into the next Bid Period and who is not awarded a Block shall receive DSC until his date of return to duty.

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### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

#### **8-19 HELD OUT OF SERVICE**

- .01 When a Pilot is held out of service with pay he shall be credited as follows:
- a) Flying Blockholder: The normal Credits for the Pairings that he missed, as if flown according to schedule.
  - b) Reserve Blockholder: The DSC for each Calendar Day he is held out of service.
  - c) Bid Period Overlap: A Pilot who is held out of service into the next Bid Period and is not awarded a Block shall receive DSC until his date of return to duty.

#### **8-20 BLOCK GROWTH**

- .01 Block Growth (BG) is the amount of time a Pilot's actual Credits exceed the scheduled Credits during the course of flying an awarded Block. Block Growth shall include:
- a) Credits accrued above schedule, for the Duty Period.
  - b) Credits accrued proceeding to and from an alternate to complete a flight that has the same flight number as that which the Pilot was scheduled to fly.
  - c) Duty time or Trip Period guarantees that are accrued in excess of the scheduled Duty time or Trip Period in accordance with [Section 8-12.02 c\) and d\) \(PAIRING CREDITS\)](#).

Note:

A Pilot who operates a part of a Pairing and is removed from the remainder of the Pairing, and who has accrued BG in the operated portion shall be credited for that growth in addition to the scheduled time and Credits.

#### **8-21 WORK DAY OFF CREDITS (WDO)**

- .01 Credits earned on a WDO shall accrue only for pay purposes and shall not be applied to the Pilot's monthly Credit totals.
- .02 A Pilot who is assigned a WDO shall earn Pay Credits at a rate of one point five (1.5) times the Credit level of the Duty Period(s).
- .03 A Pilot who is assigned a WDO on Christmas Day, Boxing Day or New Years Day shall earn Pay Credits at a rate of two (2) times the Credit level of the Duty Period(s).

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### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

- .04 When a Pilot is assigned a WDO he shall, at his option, have the pay Credits accrued in .02 or .03 above allocated in accordance with the following:
- a) Add the pay Credits to his MMPG or his actual monthly Credits, whichever is greater, and be paid with his regular pay in accordance with [Section 10-1.03 \(GENERAL\)](#), or
  - b) Deposit the Credits into the Pilot's Time Bank.

#### **8-22 TIME BANK CREDITS**

- .01 The Company shall use a computerized web based Time Bank system, which shall be accessible to the Pilot(s) and shall contain the cumulative records of each Pilot(s) Time Bank(s). At a minimum all Time Bank balances shall be updated concurrently with the payroll cycle.
- .02 The maximum balance shall be forty (40) Credits. Any Credits greater than forty (40) shall be automatically paid out on the next payroll cycle. The Pilots Time Bank may go to a maximum of ten (10) Credits into the negative, however these negative Credits shall not be used for pay purposes.
- .03 A Pilot may withdraw Credits from his Time Bank in accordance with the following:
- a) At the Pilot's request he shall have his Time Bank paid out in whole or in part on the earliest possible payroll cycle.
  - b) The Pilot may apply Credits from his Time Bank to his following monthly block, or in the case of a Reserve Blockholder increase his minimum number of Days Off in his following monthly block by one (1) for each MDC withdrawn from his Time Bank. The awarding of Time Bank carry in credits shall be accomplished in order of seniority. A Pilot may request more than a ten (10) Credit carry in, however any credits in excess of ten (10) shall only be granted after all other Pilots first requests have been satisfied. The Company must, a minimum of six (6) months of each Year, offer a minimum of one (1) Credit for each Pilot in each Position to Pilots requesting to reduce their Time Banks.

#### **Note:**

The Company may, with mutual agreement from the Association, offer the minimum Time Bank Credits provided for in b) above at a lower Credit per Position above for more than six (6) Bid Periods.

- c) A Pilot may, in agreement with Crew Scheduling, drop a Pairing(s) or portion of a Pairing(s) in his Block or in the case of a Reserve Blockholder he may remove an RAP. Pilot requests shall not be unreasonably withheld. When the Company approves the dropping of a Pairing from a Pilot(s) block it shall be done in order of seniority from the Pilots who have submitted the request.



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#### Note 1:

The intent of this clause is to allow a Pilot the ability to obtain time off for a calendar event that is unique to the individual Pilot. Use of the Time Bank to obtain time off for calendar events that are common to all Pilots shall not be permitted. Common calendar events shall include, but not limited to, all statutory holidays and the last two Weeks of December.

- d) When a Pilot drops a Pairing(s), his Time Bank shall be reduced by an amount equal to the published Credits of that Pairing(s).
  - e) When a Pilot uses his Time Bank for a partial Duty Period, the Credit deducted from his Time Bank shall equal the scheduled daily Credit minus the duty performed.
  - f) When a Pilot on Reserve drops an RAP, the MDC shall be withdrawn from his Time Bank, the MDC shall then be credited to the Pilot towards his monthly totals.
- .04 If a Pilot changes Status he shall have any remaining time in his Time Bank transferred with him to his new Status, however any time that is taken as pay shall be paid at the rate which it was earned.
- .05 During a period of layoff the following shall apply to all Time Banks:
- a) All Time Banks must be reduced to zero (0) prior to any layoff taking place. Pilots shall reduce their Time Bank in accordance with .03 above, however no Pilot shall be required to reduce his Time Bank in accordance with .03 a) above. Pilots shall, in order of seniority, accept all time offered by the Company in .03 b) above.
  - b) Any time accumulated in a Pilot's Time Bank during any layoff must be awarded to the Pilot as a Block reduction Credit in the next Bid Period.

SECTIONS 8-23 TO 8-29 INTENTIONALLY LEFT BLANK

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### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

#### **SCHEDULING RULES**

##### **8-30 GENERAL**

- .01 The Maximum Scheduled Credits (MSC) shall be eighty five (85) Credits per Bid Period for Pilots, unless otherwise specified herein.
- .02 Once a Block has been awarded, the Credit level it establishes, shall become guaranteed for pay and flight limitation purposes. Crew Scheduling shall attempt to preserve the integrity of the Block to protect the Pilot's working conditions unless otherwise specified in this agreement. When a Pilot is removed from Duty from his awarded Block, he shall be credited for such loss as if he had flown his Block according to schedule, except as provided for elsewhere in this agreement.
- .03 A Pilot shall not be prevented from bidding a full Block if, due to his Block Expansion or WDO's in the previous months, he would be limited by the flight time limitations set out in the CARs.
- .04 The maximum amount of flying that can be accepted by Flight Operations for Blocking in any Position shall be limited by the number of Qualified line Pilots (Blockholders and Reserve Blockholders) available in that Position, in any given month, in accordance with [Section 5-3 \(PILOT STAFFING\)](#).
- .05 No instruction, guide or rule concerning the scheduling of Pilots shall be used or made available to any employee of Jazz Aviation LP who is directly or indirectly involved in the scheduling of Pilots unless that instruction, guide or rule is made available to the Association.
- .06 The Company agrees to maintain a daily record for each Pilot of Credits accrued during the Bid Period. These records shall be available to each Pilot on the real time web based system
- .07 The Company shall have an allotment of 15 Credits per Year per Position to be used to increase the Maximum Scheduled Credits in .01 above. The use of the 15 Credits shall be in accordance with the following :
  - a) Shall be allocated at Company discretion in each Position.
  - b) Maximum of 5 Scheduled Credits in any given Position(s) Bid Period.
  - c) No carry over from Year to Year.
  - d) Scheduled Credits over 85 shall be paid in accordance with [Section 8-10 \(GENERAL\)](#).
  - e) The Company shall provide ALPA a monthly report of all Credits used for all Position(s).

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### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

#### **8-31 PAIRING CONSTRUCTION**

- .01 A Pairing is a pre-arranged combination of one or more Duty Periods that shall be identified by a number for bidding and scheduling purposes.
- .02 RAPs shall be constructed as Pairings which include start and release times, and shall be included in published Blocks.
- .03 Pairings shall be constructed by the Company, in consultation with the Association, from the known aircraft route tracks and shall reflect all known scheduled flights and confirmed charter flying.
- .04 All known Training Events shall be constructed as Pairings.
- .05 Open consecutive single Duty Period Training Events that involve the same training candidate shall normally be constructed as a multi-day Pairing regardless of the Pilot's Base.

Note:

These combined Duty Periods shall normally be assigned in its entirety. Assignment of reserve Pilots to these pairings shall be in accordance with [Section 7-1.12 \(General\)](#) and shall be subject to operations requirements.

- .06 Except for initial training, the number of consecutive Calendar Days in a Pairing shall not exceed four (4). The Association shall consider any request by the Company to exceed four (4) consecutive Calendar Days in a pairing.
- .07 The Pairing mix within all Positions for the Air Canada CPAs, shall meet the following criteria:
  - a) The total number of four (4) day Pairings shall not exceed the sum of one (1), two (2) and three (3) day Pairings.
  - b) The total number of three (3) day Pairings shall not exceed the sum of one (1) and two (2) day Pairings.
  - c) For the purposes of calculating a) and b) above, a continuous duty cycle shall be considered a one (1) day Pairing.

#### **8-32 BLOCK CONSTRUCTION**

- .01 The Association and the Company agree to a system of preferential bidding to construct monthly Blocks which shall ensure that each Pilot is awarded his choice of Pairings, Days Off, or other duties specified by the Company, in accordance with

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- his Position and seniority as detailed in these scheduling rules. The number of line Pilots shall be sufficient to protect the Company's operation and provide normal working conditions as provided for in this Agreement.
- .02 During Block construction the ALPA members of the SSC shall ensure all operational requirements of the Company respecting Training Events, Reserve allocation by day and regulatory restrictions are met.
  - .03 All known Credits shall be blocked, including carry ins, forecast scheduled flights, extra section flying, ongoing contract charter, confirmed charter flying, as well as all known Credits for other reasons such as Vacations/Stat, Association flight releases, DSC, moving days, Training Events, Training Pilot Duties, OSH, COB, Office Duties, CRM Instructors, Blockbuilder days, DFDs, Time Bank, etc.
  - .04 All known Credits such as carry ins, LOA's, Vacations/Stat, Association flight releases, DSC, pre-assigned moving days, pre-assigned Training Events, Training Pilot Duties, OSH, COB, Office Duties, CRM Instructors, Blockbuilder days, DFDs, Time Bank, etc. shall be placed on the Pilot's Block prior to awarding any duty.–
  - .05 The ALPA SSC shall construct and award as many Flying Blocks as possible. Credits that cannot be built into Flying Blocks shall be placed in Open Flying. In no case shall there be more Credits in Open Flying than the Blocking window for that Position.
  - .06 Flying Blocks shall be constructed to have a Credit level of between seventy five (75) and eighty five (85) Credits. The Company shall specify a five (5) Credit Blocking window in each Position in which the Blocks must be built, for each Bid Period.
  - .07 In the event that a Pilots Block can only be built below the specified blocking window due to pre assigned Credits, that Pilot's MMPG shall be the bottom of the specified blocking window or in the case of a Reserve Pilot the normal Reserve MMPG.
  - .08 If the below specified blocking window occurs due to a Pilot bidding PDO's or GDO's then the MMPG shall be the Pilot's scheduled Credits or in the case of a Reserve Pilot their normal Reserve MMPG shall be reduced by four point five (4.5) Credits for each Reserve Day that cannot be scheduled.
  - .09 The Company may offer at its discretion, Blocks by Position that may be accepted by Pilots on a voluntary basis, which are more than the maximum Credit levels specified in .06 above. All Credits in excess of eighty five (85) shall be paid in accordance with [Section 8-10 \(GENERAL\)](#).

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- .10 The Company may offer at its discretion, blocks by Position that may be accepted by Pilots on a voluntary basis, which are less than the minimum Credit levels specified in .06 above.
- .11 Pairings that are required for LI shall be so designated by the Company in consultation with the ALPA SSC, for bid by training Captains and removed for bidding purposes from the First Officer bid package.
- .12 No Duty Cycle shall be scheduled to include more than six (6) consecutive Duty Periods without the Pilot's consent.
- .13 The total number of landings in a Duty Cycle plus the total number of hours on duty in a Duty Cycle shall be known as fatigue units (FU's). The maximum number of FU's in a Duty Cycle shall be one hundred (100).
- .14 A Reserve Block shall consist of RAPs and all known Credits.
- .15 No Pilot shall be Blocked to successive RAPs in excess of five (5) and not normally less than two (2). Any Pilot blocked for five (5) consecutive RAPs shall have two (2) Days Off immediately prior to and following said five (5) RAPs. A Pilot at his option may request to be blocked to seven (7) consecutive RAPs and/or reduce his above Days Off to one (1).
- .16 No Pilot shall transition from Reserve A to Reserve B, or from Reserve B to Reserve A, unless there is a forty eight (48) hour period free from duty.
- .17 Notwithstanding [Section 8-3.01 a\) \(REST PERIODS\)](#), at a Pilots request the minimum Rest Period at his Base shall be reduced by one (1) hour. If a Pilot is awarded two (2) consecutive Pairings with a reduced Rest Period it shall be the Pilot's responsibility to ensure adequate rest is available.
- .18 A Pilot with three (3) or more consecutive Vacation/Stat Days may bid and, if so, shall be awarded a Block that contains up to three (3) GDOs consecutive with the Vacation/Stat Days, or group of consecutive Vacation/Stat Weeks. The awarding of GDOs shall take precedent over requested Days Off of Pilots who are more senior and who do not have any Vacation/Stat Days in the Bid Period.
- .19 All Pilots shall have four (4) Preferential Days Off (PDO) per Year. A Pilot may bid up to two (2) PDO's per Bid Period. The awarding of PDO's shall take precedent over requested Days Off of Pilots who are more senior and who have not bid for PDO's on the same date in the Bid Period.

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Note:

The intent of this clause is to allow a Pilot the ability to obtain time off for a calendar event that is unique to the individual Pilot. Use of PDO's to obtain time off for calendar events that are common to all Pilots shall not be permitted. Common calendar events shall include, but not limited to, all statutory holidays and the last two Weeks of December.

#### **8-33 DAYS OFF**

- .01 The minimum number of Days Off in a Bid Period shall be twelve (12), except as provided for elsewhere in this Agreement.
- .02 In the event a Pilot returns to service for a portion of a Bid Period, the minimum number of Days Off in the remainder of the Bid Period shall be calculated by twelve (12) times the days remaining in the Bid Period divided by the days in that Bid Period, rounded up to the next whole number.

#### **8-34 BLOCKING AND ASSIGNMENT ERRORS**

- .01 Blocking errors and conflicts shall not result in the Pilot losing any of his awarded Credits, however he may be subject to Reassignment. Any issues that arise from blocking errors shall be reviewed by the SSC Chairman and the Company in an effort to resolve them.
- .02 In the specific case of double blocking and/or assignment error, the senior Pilot shall be given the choice of operating the flight or being subject to Reassignment.

#### **8-35 TRAINING EVENTS**

Scheduling rules for Training Events shall be in accordance with [Section 7-3 \(SCHEDULING\)](#).

#### **8-36 REASSIGNMENT**

- .01 If a Pilot is removed from all or part of a scheduled pairing the Pilot will be released or reassigned in accordance with the following provisions.

Note:

A Pilot shall not be subject to Reassignment if the purpose of the Reassignment is to make his scheduled pairing or portion thereof available for WDO. This shall not preclude the Company from assigning a WDO to protect on time performance.

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- .02 In the event of a Pairing being changed or canceled prior to Check In and a Pilot remains at his Base, reassigned duty must be assigned prior to the originally scheduled local departure time of each Duty Period or the Pilot shall be released from all duty for that Duty Period. Once advised of the change or cancellation, the Pilot shall be Reasonably Contactable within two (2) hours of his original Check In time each day. Pilots subject to Reassignment who will be more than two (2) hours normal commute from their Base shall advise the Company of their location.
- .03 When a Pilot's Pairing or portion of his pairing has been cancelled after he has Checked In, the Pilot shall be subject to Reassignment up to two (2) hours from the time the cancellation of his flight is posted. If the Pilot is not Reassigned within the two (2) hours, the Pilot is not on Reserve and shall be released and shall be subject to the provisions of .02 above for his next Duty Period. There must be communication between Crew Scheduling and the Pilot involved to confirm either the Reassignment or the release of the Pilot.
- .04 The Pilot may be subject to Reassignment even though his original flights are still operating. This is to allow the Company the ability to preserve the schedule on a priority basis when irregular operations are in progress.
- .05 When a Pilot is subject to Reassignment he shall be reassigned in accordance with .02 and .03 above, or released until his next unaffected duty. Reassignment Duty shall be as follows;
- a) The Company shall make every effort to preserve the integrity of the Pilot's originally scheduled Pairing and the Pilot shall be returned to his original Pairing as soon as possible.
  - b) Additional Duty may be assigned provided it can be completed within the expansion window(s) as defined below.
  - c) The Pilot may be reassigned more than once per Duty Period.
  - d) A Pilot shall not be reassigned from a Duty Period to a RAP.
  - e) Unless originally scheduled for an overnight Pairing a Pilot shall not be reassigned an overnight Pairing without his consent.
  - f) If the original Pairing consists of only a single Duty Period, the original Duty Period may be expanded by a maximum of two (2) hours. A Pilot may exceed the two (2) hour limitation strictly on a voluntary basis provided all other Collective Agreement provisions are adhered to.
  - g) When a Pilot's multi day Pairing, or portion thereof is canceled or changed, he may be reassigned in accordance with the following:

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- i) The first day of the multi-day Pairing a Pilot's Check In may be advanced by up to two (2) hours and the Duty Period may be expanded subject to [Section 8-2 \(LENGTH OF DUTY PERIOD\)](#) and [Section 8-3 \(REST PERIODS\)](#). A Pilot may exceed the two (2) hour limitation strictly on a voluntary basis provided all other Collective Agreement provisions are adhered to.
- ii) Middle Duty Periods of the original Pairing may be expanded subject to [Section 8-2 \(LENGTH OF DUTY PERIOD\)](#) and [Section 8-3 \(REST PERIODS\)](#).

Note 1:

If as a result of Reassignment a Pilot has an unscheduled overnight at his Base, the Company shall provide hotel accommodation if requested. In this event Crew Scheduling may reduce a Pilot's Rest Period at his Base to eleven (11) hours.

Note 2:

The Rest Periods of [Section 8-3 \(REST PERIODS\)](#) must be complied with, however, at Crew Scheduling discretion, his Rest Period at his Base may be reduced to eleven (11) hours if a hotel is provided.

- iii) On the last day of a multi-day Pairing a Pilot's Check Out may be extended by up to two (2) hours and the Duty Period may be expanded subject to [Section 8-2 \(LENGTH OF DUTY PERIOD\)](#) and [Section 8-3 \(REST PERIODS\)](#). A Pilot may exceed the two (2) hour limitation strictly on a voluntary basis provided all other Collective Agreement provisions are adhered to.
- h) When a Pilot accepts Duty beyond the two (2) hour window designated in f) and g) above, he shall have two (2) Credits deposited into his Time Bank.
- i) A Pilot shall receive the greater of the original or reassigned Credit in accordance with [8-12 \(PAIRING CREDITS\)](#).
- j) Reassigned duty shall not normally be scheduled if it interferes with the remainder of the Pilot's Block. If the reassigned duty interferes with another Duty Period, the Pilot shall receive Credit for the greater of the original Duty Periods or the actual Credit of the Reassignment.
- k) If as a result of a Reassignment, a Duty Period extends into a Day Off by more than two (2) hours, a Day Off in lieu shall be granted in the Bid Period, or the following Bid Period if only days off remain in the current Bid Period.



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- l) No Reassignment shall occur that is planned to exceed the limitations as set forth in [Section 8-1 \(DUTY PERIODS\)](#), [8-2 \(LENGTH OF DUTY PERIOD\)](#), [8-3 \(REST PERIODS\)](#), [Section 8-32.13 \(BLOCK CONSTRUCTION\)](#).
  - m) At the time of Reassignment there must be a real prospect of completing the Reassigned Duty Period within the two (2) hour expansion window or complying with the maximum Duty Periods in accordance with [Section 8-2.01 \(LENGTH OF DUTY PERIOD\)](#), whichever is more restrictive. Real prospects shall include all known operational delays must be factored into the scheduled time required to complete the Reassignment. Delays that occur prior to Reassignment that are in the nature of late arriving operating aircraft or crew, previously known maintenance delays, or connecting flights shall be considered. No less than standard minimum turnaround times shall be used in determining the Duty Period. If these delays result in the Duty Period exceeding the two (2) hour expansion window or the maximum Duty Period, the Pilot cannot be reassigned.
- .05 All Reassignment Credits shall become part of the Pilots Block upon the park brake release of the first reassigned flight.

#### **8-37 PAIRING DISPLACEMENTS**

- .01 A Pilot may be displaced from any flight; however a Pilot has the right to refuse such displacement.
- .02 Displacements should occur at the beginning or end of a Duty Period. The Company shall endeavor to provide as much advance notice as possible of the planned displacement. If the Displaced Pilot is on a multi-Day Pairing, he should be advised of the displacement prior to leaving the overnight hotel.
- .03 A Pilot displaced from a Pairing or a portion of a Pairing shall be credited for pay and Flight Time limitation purposes for the flight as if it had been flown according to schedule or assigned duty in the case of a reserve Pilot, and shall not be subject to Reassignment other than necessary Deadheading on the earliest available flight to return a Pilot to his Base, or to pick up the balance of his Pairing.

#### **Note:**

A Pilot who operates a portion of a Pairing and is removed from the remainder of the Pairing, and who has accrued BG in the operated portion shall be credited for that BG in addition to the scheduled Credits.

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#### **8-38 DELAYED OPERATIONS**

- .01 A delayed operation shall include any extra duty incurred as a result of departure delays, enroute delays and additional or alternate landings required to complete the normal course of the awarded Pairing.
- .02 If as a result of a delayed operation, a Pilot is unable to report for his next Duty Period, he shall receive Credits for all duty lost and the following procedures shall apply:
  - a) Crew Scheduling shall return the Pilot to his Pairing as soon as he has completed the appropriate Rest Period, or
  - b) He may be reassigned in accordance with [Section 8-36 \(REASSIGNMENT\)](#).
- .03 If as a result of a delayed operation a Pilot's Duty Period extends into a minimum Day Off by more than two (2) hours the provisions of [Section 8-39 \(DUTY INTO A DAY OFF\)](#) shall apply.
- .04 Notwithstanding .02 above, if as a result of a delayed operation a Pilot is subject to an unscheduled overnight between two (2) scheduled Pairings he shall be returned to his Base by the most expeditious manner and then released from all duty on that Calendar Day. He shall receive Credits for the Duty Period required to return to his Base or the Credit for his subsequently scheduled Duty Period(s), whichever is greater. However, the Pilot may elect to continue with his subsequent scheduled pairing, provided the limitations as set forth in [Section 8-1 \(DUTY PERIODS\)](#), [8-2 \(LENGTH OF DUTY PERIOD\)](#), [8-3 \(REST PERIODS\)](#), or [Section 8-32.13 \(BLOCK CONSTRUCTION\)](#) are adhered to.

#### **8-39 DUTY INTO A DAY OFF**

- .01 A Pilot may be scheduled so that the end of the Duty Period extends into a Day Off by up to two (2) hours. If for any reason a Pilot's duty extends into a minimum Day Off by more than two (2) hours, a Duty Period or a RAP shall be removed from his Block within the current Bid Period. Should the duty into a minimum Day Off occur such that the Pilot has only Days Off remaining in his Block, a Duty Period or a RAP shall be removed from his Block within the next Bid Period.
- .02 When a Day Off is not replaced in accordance with [Section 8-36.05 k\) \(REASSIGNMENT\)](#) and .01 above and a Pilot's Duty Period extends into a Day Off by more than two (2) hours, any Duty time in the Duty Period that extends past two (2) hours into a Day Off shall result in one (1) minute Credit deposited into the Pilot's Time Bank for every two (2) minutes of Duty time beyond 02:00L, this shall be in addition to any BG Credits accrued.

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- .03 If the duty into a Day Off results in a Pilot overnighting away from his Base and Deadheading to his Base on a Day Off, Crew Scheduling shall return the Pilot to his Base over the most direct route with the least number of stops, after his Rest Period. The Pilot shall have all the applicable Credits for the additional Duty Period deposited into his Time Bank. If required to guarantee minimum days off, the Pilot shall also have a Duty Period or a RAP removed from the current Bid Period, or the next Bid Period.
- .04 If the duty into a Day Off results in a Pilot overnighting away from his Base, the Pilot may be assigned to duty other than Deadheading to his Base. The assigned duty shall consist only of flights to return the Pilot to his Base or to the first Base with Reserve Pilots available. The Pilot shall receive pay Credits at a rate of one point five (1.5) times the applicable Credits for the additional Duty Period. This Credit shall be deposited into the Pilot's Time Bank. If required to guarantee minimum days off, the Pilot shall also have a Duty Period or a RAP removed from the current Bid Period, or the next Bid Period.
- .05 In the application of .01, .03, and .04 above, the Pilot shall be given preference to the Duty Period or RAP removed subject to approval by Crew Scheduling.

#### **8-40 WORK DAY OFF (WDO)**

- .01 The Company shall use a real time computerized web based system mutually agreed upon by the Association and the Company that is to facilitate all aspects of WDO's. The web page shall include:
  - a) The Day(s) of the month that the Pilot has indicated he is available for a call.
  - b) The number of Pilots ahead of him on the WDO call list for each Day of the month.
  - c) The number of WDO's worked by each Pilot.
- .02 Notwithstanding [Section 8-39.04 \(DUTY INTO A DAY OFF\)](#), a Work Day Off (WDO) is the Pilot's voluntary acceptance to any duty on a Day Off.
- .03 On a multi day Pairing each Duty Period shall constitute one (1) WDO.
- .04 When a Pilot is assigned a WDO, Crew Scheduling shall indicate what duty constitutes the WDO including Check In and Check Out times. This duty is subject to Reassignment in accordance with [Section 8-36 \(REASSIGNMENT\)](#).
- .05 Prior to any Pilot being offered a WDO, all unassigned duty shall be offered to Pilots whose Pairings have been cancelled and are subject to [Section 8-36 \(REASSIGNMENT\)](#).

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- .06 WDO's shall be offered in the following order and subject to the restrictions in .05 above:
- a) Reserve Blockholders in order to complete an assigned multi-day Pairing, then
  - b) In order of Seniority and Status at the Base, then
  - c) In order of Seniority on another Base; the Base determined by operational requirements.
- .07 A Pilot shall not be offered a WDO if:
- a) He has previously worked a WDO in the Bid Period and there are other Pilots available (those on WDO list) who have not worked a WDO during the Bid Period.
  - b) He has not received crew rest in accordance with Section [8-3.01 \(REST PERIODS\)](#).
  - c) If the WDO would interfere with the Pilot's scheduled flying.
- Note:
- The restrictions of (d) shall be waived if all other WDO provisions have been exhausted. A Blockholder who is not able to report for duty because of reasons directly resulting from the application of a WDO, shall receive full Credit for the duty lost as a result of the WDO as well as the Credit for the duty performed during the WDO.
- d) The acceptance of the WDO shall exceed the limitations as set forth in [Section 8-1 \(DUTY PERIODS\)](#), [8-2 \(LENGTH OF DUTY PERIOD\)](#), [8-3 \(REST PERIODS\)](#), or [Section 8-32.13 \(BLOCK CONSTRUCTION\)](#).
  - e) The Pilot is on Vac/Stat, SDO/GDO/PDO, unless the Pilot has put their name on the WDO call list, however an email may be sent to the Pilot notifying them of available WDO(s). The Pilot may then elect to add their name to the WDO call list.
- .08 Upon acceptance of a WDO, the assignment becomes guaranteed for pay purposes. All other Blockholder provisions shall apply.
- .09 WDO Credits shall be accumulated as specified in [Section 8-21 \(WORK DAY OFF CREDITS\)](#).
- .10 The Company shall make available the records of all assigned WDO's in the Bid Period Data Base.

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#### **8-41 OUT OF BASE WDO**

- .01 In certain situations it may not be possible to utilize Reserve Pilots or WDO Pilots at their Base due to the fact that the time to transport the Pilot from his Base, to the location where he is required would cause the cancellation, or prolonged delay of a flight. Out Of Base (OOB) WDO's may be used in these situations in locations where qualified Jazz Pilots are available.
- .02 OOB WDO's shall only apply in situations that are not known in advance by the Company and could not have been resolved by the normal assignment of Reserve or a WDO. This shall only apply at locations other than Bases with the same equipment. This situation will be referred to as an OOB circumstance.
- .03 In the event of a legitimate OOB circumstance, the Company shall call Available Pilots that have placed their names, on the WDO tracker. The Company may then call Pilots whose names do not appear on the No Call list for WDO's.
- .04 Pilots assigned OOB WDOs shall be returned to the Pilots domicile or Base at the Pilot's discretion.
- .05 The Pilot(s) assigned OOB WDOs shall not bank any associated DHD's.
- .06 The Company shall provide the Association a list of all OOB WDO occurrences including, Base/Domicile and Pilots affected.
- .07 Management Pilots shall not be included in the OOB WDO process.
- .08 All other provision of [Section 8-40 \(WORK DAY OFF\)](#) shall apply.

#### **8-42 RESERVE**

- .01 The Company shall use a real time computerized web based system that is mutually agreed upon by the Association and the Company to facilitate all aspects of Reserve. The web page shall include:
  - a) All Reserve Pilots for each Base including the Days of the month that the Pilot is on a RAP including the start and release times.
  - b) A section with all Open Flying.
  - c) A section where Pilots can indicate their preference for call out.
  - d) A section where Pilots can request electronic notifications of assignments or changes to assignments.

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- e) All reserve Pilot assignments including Check In and Check Out times.
- .02 The maximum RAP is fourteen (14) hours. This is a limiting value only if the reserve is never called out, otherwise the aggregate limits in .04 below shall apply.
- .03 The assigned Duty Period shall commence within the RAP and must be scheduled to finish no later than the times defined in .04 below.–
- .04 When a Reserve Blockholder is assigned Flight Duty, the maximum Duty Period shall be limited by [Section 8-2.01 \(LENGTH OF DUTY PERIOD\)](#) or an aggregate of twenty (20) hours from the start of the RAP until the assigned Duty Period's Check Out.
- .05 A Reserve Blockholder is responsible to ensure that he is available for call out by Crew Scheduling at any time during his RAP. Crew Scheduling shall attempt to make contact at least twice. The elapsed time between the first and last call shall be a minimum of fifteen (15) minutes, before calling the next Reserve Blockholder. Should he leave his place of residence, he shall advise Crew Scheduling where he can be reached. A mobile device is considered to be an acceptable method of communication.
06. If there is more than one eligible Reserve Blockholder in the same Position assigned to the same RAP(s), the senior Pilot(s) shall have the right of first refusal for any duty that falls within this RAP(s), provided the Pilots preferences do not require the Company to break up a currently unassigned pairing. The most senior Pilot having an equal number of reserve periods shall have right of first refusal.

Note:

Company requirement for best fit is intended to assign reserves in order to maximize continuous reserve duty cycles.

Pilot	1st	2 <sup>nd</sup>	3rd	4 <sup>th</sup>
Senior #1	R	R	R	
Senior #2	R	R		
Senior #3	R	R	R	R
Senior #4	R	R	R	R

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#### Scenario #1

- Three day pairing 1<sup>st</sup> -3<sup>rd</sup>
  - #1 is assigned, at Company discretion.

#### Scenario #2

- Four day pairing 1<sup>st</sup> – 4<sup>th</sup>–
  - # 3, and #4 are eligible – awarded based on seniority and preferences.

- .07 Whenever a Reserve Blockholder is assigned duty Crew Scheduling shall provide the Pilot with the following information:
- a) Check In time.
  - b) The flights to be operated and/or the Deadhead flights.
  - c) The scheduled departure and arrival times of these flights.
  - d) The Credits for the duty (as determined in [Section 8-12.02 \(PAIRING CREDITS\)](#)).
  - e) Check Out time at his Base.
- .08 The Company shall not interrupt a Pilots stand down time or Rest Period, as applicable. However, Crew Scheduling may only contact a Pilot between Check In time and ninety (90) minutes prior to Check In to advise him of a delayed or cancelled departure. If cancelled prior to Check In, the Pilot may be returned to reserve for the balance of his RAP.
- .09 A Reserve Blockholder shall be given not less than two (2) hours notice to report for duty. This provision shall in no way deter a Pilot from reporting for duty in less than two (2) hours if the flight is scheduled to depart sooner, and he is able to report sooner. No Pilot shall be subject to discipline if he is not able to report in less than two (2) hours from receipt of notice.
- .10 Reserve Pilots can indicate their preferences for call out, and shall be dealt with in accordance with the following;
- a) Pilots not advising Crew Scheduling of their preferences shall be placed on the call last list until they amend their preference and therefore called in reverse order of seniority if required for duty.

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- b) Pilots who elect to indicate a preference shall contact Crew Scheduling (via the web based system or telephone) to advise of their preferences. Pilot preferences may include, but are not limited to: specific pairings, call first, call last, type of pairings, Check In time.
  - c) Crew Scheduling shall not accept Pilot amended preferences between the hours of 1700L and 1800L.
  - d) When a Pilot amends his preference any duty assigned shall reflect the most current bid preference.
- .11 Crew Scheduling shall ensure that by 1800L, Pilots have been assigned to all known duty commencing the next Day. Any Pilot who has been assigned duty but not yet notified who contacts Crew Scheduling after the above time shall be advised of their assignments and released from his RAP in accordance with .12 below. The following reserve call out shall apply:
- a) Between 1700 L and 1800 L Crew Scheduling shall assign specific Pilots to the known Pairings commencing the next day according to their preference, in order of seniority. This flying shall be placed on the Pilots line and the Pilot shall be notified in accordance with the following;
    - i) A Pilot may contact Crew Scheduling to acknowledge their assignment.
    - ii) If the Pilot does not contact Crew Scheduling then Crew Scheduling shall call the Pilot not less than two (2) hours prior to Check In to confirm the assignment of his flying.
  - b) If additional duty becomes available after all duty is assigned in accordance with a) above, that duty shall be assigned in accordance with the following:
    - i) Pilots who have submitted a bid indicating their preference for duty assignment shall be offered the Pairing according to their preference, in order of seniority, then
    - ii) Those Pilots who have not submitted a preference then the most junior Pilot on the call last list shall be assigned, but not less than two (2) hours prior to Check In.



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#### Note 1:

If two (2) Pairings are left uncovered, the senior of the junior two (2) call last Pilots shall be called not less than two (2) hours prior to the earlier Check In and asked to choose which Pairing he would prefer. The remaining Pairing shall then be assigned to the less senior of these Pilots and he shall be advised of this assignment two (2) hours prior to Check In. This rationale shall be followed for three (3) or more uncovered Pairings.

#### Note 2:

All times referenced in .10 and this Section above are based on the first RAP of the day starting at 0300 L. If the earliest starting RAP should change from 0300 L then all times shall be adjusted accordingly.

- .12 When a Pilot is on a RAP and he is assigned a Pairing, he shall be so advised immediately, and shall normally be released from reserve twelve (12) hours prior to the commencement of the assigned duty. Except as in .15 and .17 below a Reserve Blockholder shall be entitled to all rights and privileges of a Flying Blockholder when assigned duty.
- .13 A Reserve Blockholder shall not be assigned duty in excess of the limitations as defined in [Section 8-1 \(DUTY PERIODS\)](#), [8-2 \(LENGTH OF DUTY PERIOD\)](#), [8-3 \(REST PERIODS\)](#) or [Section 8-32.13 \(BLOCK CONSTRUCTION\)](#).
- .14 Unless a Pilot volunteers to do so, a Pilot on reserve shall not exceed the top of the blocking window plus five (5) Credits per Bid Period (excluding WDO). Reserve Blockholders shall be released for the remaining RAP's in the Bid Period once they have reached or exceeded the blocking average in actual Credits. Credits accrued in addition to schedule on the last assigned pairing shall not create an overprojection. i.e. In an eighty five (85) hour bid period the maximum actual Credits shall be ninety (90) and the Pilot shall be released from his remaining RAP's upon reaching eighty two point five (82.5) actual Credits or greater.
- .15 A Reserve Pilot assigned a single day pairing may be assigned additional duty prior to Check Out otherwise he shall be released from duty. The provisions of [Section 8-36 \(REASSIGNMENT\)](#) are not applicable.
- .16 Upon being released from duty, a Reserve Blockholder shall not be assigned any Duty that commences until he has completed his minimum Rest Period or the commencement of his next RAP, whichever is later. The duration of an ensuing RAP shall be reduced by the amount of time required to complete the appropriate Rest Period at his Base, without modifying the scheduled ending time.

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- .17 With the exception of a Reserve Blockholder assigned a single day Pairing a Pilot who is not being Reassigned in accordance with [Section 8-36 \(REASSIGNMENT\)](#) shall be released from duty after completion of the originally assigned flight or flights.
- .18 When a Reserve Blockholder arrives at the airport to operate a flight, and his assignment has been cancelled or is subsequently cancelled he shall be reassigned in accordance with [Section 8-36 \(REASSIGNMENT\)](#) or released from all duty. Notwithstanding [Section 8-36 \(REASSIGNMENT\)](#), in this specific instance the Pilot may be required to wait at the airport for up to one (1) hour after his originally scheduled departure time to receive his reassignment. He shall receive the Credits for the assigned Duty Periods as provided in [Section 8-12.02 \(PAIRING CREDITS\)](#) above.
- .19 Notwithstanding .15 and .17 above, a Reserve Blockholder who has completed his duty or reports for a flight that subsequently does not operate, may advise Crew Scheduling that he shall be available to continue his RAP. If the Company accepts this offer the Pilot shall receive three (3) Credits deposited into his Time Bank.
- .20 A Reserve Blockholder who was assigned a Pairing and is then removed due to a Pilot returning to his Pairing from sick leave, in accordance with [Section 8-45 \(SICK LEAVE BOOK-ON\)](#) shall be subject to the following;
- a) The Pilot may be reassigned and shall be subject to all other provisions of Reassignment in accordance with [Section 8-36 \(REASSIGNMENT\)](#), or
  - b) The Pilot shall be released from all Duty and may only be returned to a RAP after completing the appropriate Rest Period at his Base. This Pilot shall receive the greater of, originally assigned Credits for the Duty Period(s) for which he Checked In or the actual Credits flown.
- .21 A Reserve Pilot on a single day Pairing shall not be assigned additional duty that results in an overnight without his consent. A Reserve Pilot on a multi-day Pairing cannot be reassigned an additional overnight without his consent.
- .22 Pilots may only be assigned a RAP at their Base.
- .23 A Pilot shall not be required to stand Reserve at an airport or at a layover point.
- .24 A Pilots RAP's shall not be changed without the Pilots consent.
- .25 Scheduled reserve rest (Stand Down Time) for the Bid Period will be published in the bid package.

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- .26 Stand Down Time shall not be subject to change without the Pilots consent. If the Pilot consents there must be a minimum twenty four (24) hour notice given to the Pilot advising him of the change in his new Stand Down Time. This new Stand Down Time shall start within two (2) hours of the originally scheduled Stand Down Time.
- .27 When a Pilot is on a RAP that commences prior to 12:00L is assigned Duty, the following Duty Period cannot commence any earlier than the next scheduled RAP.
- .28 When a Pilot is on a RAP that commences at 12:00L or later is assigned Duty, the following Duty Period cannot commence any earlier than twenty one (21) hours after the start of the previous RAP unless the Pilot agrees otherwise.
- .29 Notwithstanding [Section 8-3.01 a\) \(REST PERIODS\)](#), at a Pilots request the minimum Rest Period at his Base shall be reduced by one (1) hour in order to facilitate the awarding of open pairings. If a Pilot is awarded a reduced Rest Period it shall be the Pilot's responsibility to ensure adequate rest is available.
- .30 A Captain on reserve or a Captain being offered a WDO shall not be assigned to First Officers duties until:
  - a) All eligible Reserve First Officers have been assigned.
  - b) All available (those on WDO list) First Officers on the Base have been offered a WDO to cover the unassigned flying.

#### **8-43 OPEN FLYING**

- .01 The Company shall use a real time computerized web based system that is mutually agreed upon by the Association and the Company to facilitate Open Flying.
- .02 Open Flying shall be covered in the following order:
  - a) Pilots who desire to trade Pairings in accordance with [Section 8-44.11\) \(PAIRING/RESERVE TRADES\)](#).
  - b) Pilots in accordance with [Section 8-36 \(REASSIGNMENT\)](#).
  - c) Pilots on Reserve in accordance with [Section 8-42 \(RESERVE\)](#).
  - d) Reserve Training Pilots requiring currency in accordance with [Section 7-10.32 \(TRAINING PILOTS\)](#).
  - e) Supervisory Pilots.

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- f) WDO's under the provisions of [Section 8-40 \(WORK DAY OFF\)](#).
- g) Management Pilots.

**8-44 PAIRING/RESERVE TRADES**

- .01 The Company shall use the Flica computerized web based system to facilitate Pairing Trades. While this Section outlines the Flica system process, it is understood that by mutual agreement, there may be issues that will require changes or additions to this document.
- .02 For clarity the following definitions shall apply:
  - a) TRADES: means a Pilot to Pilot exchange of a Pairing or partial Pairing which can include one way trades.
  - b) ADDS: means a Pilot's addition of a Pairing or partial Pairing from Open Flying to their Block.
  - c) DROPS: means a Pilot's removal of a Pairing or portion thereof, to Open Flying.
  - d) SWAPS: means Pilot to Open Flying TRADES
  - e) Opentime Pot: means a list of Pairings or portion thereof, found on the Flica web site that is available for the purpose of ADDS and SWAPS.
- .03 All requests for Pairing/Reserve TRADES/ADDS/DROPS/SWAPS shall be made via the Flica system. If Flica cannot process the request, Crew Scheduling may be contacted.
- .04 TRADES shall be confirmed by all Pilots involved.
- .05 Pairing TRADES shall only be permitted between Pilots in the same Equipment and Status.
- .06 TRADES requests shall be approved providing all CARs and the Collective Agreement provisions are met.
- .07 TRADES involving Reserve and SWAPS with Open Flying require Crew Scheduling approval, this approval shall not be unreasonably withheld.

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- .08 Line Training Captains can only TRADE Line Training Captain Pairings with other Line Training Captains.
- .09 Pilots in the same Equipment and Status may TRADE Pairings or portions thereof and RAPs.
- .10 Notwithstanding .09 above a Captain may TRADE a Pairing or portion thereof with a First Officer, however the First Officer shall maintain all Credit for pay purposes.
- .11 A Flying Blockholder may request SWAPS with Pairings available as Open Flying.
- .12 A Reserve Blockholder may request that RAP(s) be moved to other open day(s) in his Block.
- .13 The Company shall determine which Pairings from Open Flying are not included in the Opentime Pot. e.g.: Sick leave pairings
- .14 Pilots shall ensure compliance with Fatigue Units (FU's) limitations until system automation of Crew Trac.
- .15 While there is no minimum number of Credits required in a Bid Period, the Pilot shall maintain, a minimum of 50% of the sum of the blocking averages in any rolling 3 month period
- .16 Pilots remain responsible for their total benefit costs for the month.
- .17 Pay advance on the 25<sup>th</sup> of the month will be split for pilots with less than sixty (60) scheduled credits remaining as of that payroll cut off.
- .18 In the event that a Pilot's pay is insufficient to cover required deductions, any remaining deductions shall be applied to the next pay period.
- .19 Any pay discrepancies will be resolved on the Pilot's next pay period
- .20 The default for TRADES, SWAPS or DROPS shall be to relinquish the original Pairing Credit, however for TRADES, Pilot's shall have the option, by mutual agreement, to keep the Credit for their original Pairings. Pilots wishing to keep the original Pairing Credit must indicate this to the Company. All Block Growth (BG) and Reassignment credits shall remain with the Pairing.

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- .21 A Pilot's MMPG [Section 10-2.01 \(PAY GUARANTEES\)](#) shall be reduced by the scheduled Credits dropped.
- .22 A Pilot's MMPG [Section 10-2.01 \(PAY GUARANTEES\)](#) shall be increased by the scheduled Credits added.
- .23 Pilots may TRADE training Pairing for training Pairing in the same Bid Period, cycle and Position.
- .24 Credits accrued on Reserve Days (over and above the normal number of Reserve Days) that were added to a Pilots Block through TRADES, SWAPS or ADDS shall not be included in Pilots projected hours for the purposes of [Section 8-42.14 \(RESERVE\)](#).
- .25 Scheduled Credits for TRADES added to a Pilot's block, thru the Flica system, shall result in an overtime threshold that is adjusted for net trades.
- |         |                              |               |
|---------|------------------------------|---------------|
| a) E.g. | Block Award                  | 84 Credits    |
|         | Over Time Threshold          | 85 Credits    |
|         | Net Trade                    | +10 Credits   |
|         | Adjusted Over Time Threshold | 95 Credits    |
| b) E.g. |                              |               |
|         | Block Award                  | ...84 Credits |
|         | Over Time Threshold          | 85 Credits    |
|         | Net Trade                    | -10 Credits   |
|         | Adjusted Over Time Threshold | 75 Credits    |
- .26 The following shall apply to split pairings;
- a) While it is the intention to have pay for split pairings be the same amount of pay that would have occurred had the split not occurred. In the interim (until there is an upgrade in pay system that allows for automation of this process) the Company will pay each individual the greater of either the duty rig or the actual flying that they do including any BG on the operated legs.
- b) Pilots who, due to a partial pairing trade, actually operate two pairings in the same day shall be excluded from the Duty rig contemplated in i) above and from any right to a hotel for the time between the two pairings.

## **SECTION 8**

### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

#### **8-45 SICK LEAVE BOOK-ON**

When a Pilot advises Crew Scheduling that he is returning to duty from sick leave, the provisions of [Section 18-5 \(RETURN TO DUTY FROM SICK LEAVE\)](#) shall apply.

#### **8-46 RETURN TO DUTY**

- .01 In the case of Pilots returning from STD, LTD or sick leave the following shall apply:
- a) A Pilot who has had his medical revoked must receive his Transport Canada medical certificate before giving notification in accordance with .02 below.
  - b) A Pilot who has not had his medical certificate revoked by Transport Canada shall provide the Company notice upon being assessed fit by his doctor or CAME, or the date that his doctor or CAME has a reasonable expectation of the Pilot being assessed fit. In order for the Company to schedule the Pilot for the following month, the date of return must be verified by a note from his doctor or CAME.
- .02 When a Pilot notifies the Company he is ready to resume duty from STD, LTD, LOA, or a Supervisory or Management Pilot Position he shall be scheduled in the following manner;
- a) Between the 1<sup>st</sup> of the month and the bid closing the Pilot shall participate in the normal scheduling bid process for the following month.
  - b) Between the bid closing and the awarding of the blocks the SSC shall make every effort to complete the Pilots Block for the following month according to his bid.
  - c) After the awarding of the Blocks the Pilot shall be assigned a Reserve Block by the Company. Due consideration shall be given to the Pilot's preferences in the construction of his schedule.

#### **8-47 BIDDING PROCEDURES**

- .01 The bid Package shall be published electronically no later than 23:59 L on the ninth (9<sup>th</sup>) of each month, preceding each Bid Period.
- .02 The bid closing date shall be 09:00 L on the fourteenth (14<sup>th</sup>) day of the appropriate month.

**SECTION 8**  
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- .03 The blockbuilders shall make every effort to have the completed blocks delivered to the planning department by 12:00 L on the twenty first (21<sup>st</sup>) of the appropriate month.
- .04 Awarded Blocks shall be published electronically no later than 17:00 L on the twenty third (23<sup>rd</sup>) day of the appropriate month.
- .05 The bid package shall contain not less than the following:
- a) An information package.
  - b) A bid sheet, of a design mutually agreed upon between the Company and the Association.
  - c) The Pairing listings.
- .06 The information package shall contain not less than the following:
- a) The dates of the closing and issue of the awarded Blocks.
  - b) The names and seniority numbers of Pilots who require Training Events and the appropriate Credits for the Bid Period.
  - c) The names and seniority numbers of Pilots on Vacation/Stats and Pilots with anticipated return dates from LOA.
  - d) The names of Pilots with Pairings that overlap the Bid Period, including the day(s) and Credit for the overlap.
  - e) A roster of all Pilots by Position in Seniority eligible to bid.
  - f) A Pairing calendar.
  - g) Name and phone number of all transportation companies and hotels, if available.
  - h) The estimated number of Flying Blockholders and Reserve Blockholders based on the monthly blocking window.
  - i) Aircraft, simulator and classroom Training Events.
  - j) Requested Pilot Base Trades.



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- .07 The Pairing listings shall contain not less than the following information:
- a) Pairing number.
  - b) Pairing frequency showing the day of the month and the effective dates the Pairing operates.
  - c) Flight numbers.
  - d) Local arrival and departure time at each station.
  - e) Total time away from Base.
  - f) Flight Time for each sector.
  - g) Local time at which duty begins and ends.
  - h) Total duty time.
  - i) Pairing total Flight Time.
  - j) The number of FU's for each Pairing.
  - k) Credit guarantees.
  - l) Layover elapsed time.
  - m) Name or identifier of hotel, where possible.
  - n) Scheduled hotel pick-up time, where possible.
  - o) Meal Allowances.
  - p) Snacks in accordance with [Section 12-4.01 \(INFLIGHT\)](#).
  - q) If Deadheading, the Deadheading airline and flight number(s), local departure time(s), arrival time(s), elapsed time(s).
- .08 All bids shall be submitted to the blockbuilders via Jazzbid, fax or email. The Company shall provide a fax machine in each Pilot crew room.

## **SECTION 8**

### **HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

- .09 If a Pilot does not submit a bid, the SSC shall revert to a Preferential Monthly Bid (PMB) that all Pilots are encouraged to submit. The PMB shall indicate the type of flying, Days Off preferred and other personal preferences. This form shall be of a format approved by the SSC and shall be kept on file. A Pilot may update his PMB at any time.
- .10 If a Pilot does not submit a bid and he does not have a PMB on file, the SSC shall use their best judgment in awarding flying consistent with his previous months bid. However, if the Pilot consistently fails to bid, his flying shall be assigned from the remaining Pairings.
- .11 No bids shall be accepted after the closing date and time unless extenuating circumstances dictate, and only with the approval of the SSC.
- .12 Telephone bids shall not be accepted, unless the Pilot is on Vacation/Stats, STD, LTD, sick leave or LOA when the bids are due.
- .13 A Pilot who is absent from his Base or on sick leave may arrange to have another Pilot submit a bid on his behalf. The name and telephone number of the Pilot submitting the bid must be indicated on the bid sheet in the event that the SSC may wish to contact him with respect to the bid.

#### **8-48 PILOT BLOCKBUILDER CREDITS AND SCHEDULING**

- .01 The Association and the Company shall form a System Scheduling Committee (SSC) to monitor the application of the scheduling rules and building of Blocks. The Pilot blockbuilders and the SSC Chairman shall be scheduled on their monthly Blocks for said planned duties. The Association shall be responsible to determine the composition of the Pilot members on the SSC.
- .02 The daily expenses of the Pilot members of the SSC shall be borne by the Association. The Company shall provide positive space transportation for all designated SSC members when requested and required for Company business.
- .03 Pilot blockbuilders shall be scheduled on their monthly Blocks for Block building duties. Each Pilot blockbuilder shall receive one (1) day for every thirty six (36) Active Pilots or portion thereof, on their roster. The blockbuilder shall receive MDC for every day of blockbuilding above.
- .04 In addition to the aforementioned Credits the System Scheduling Committee (SSC) Chairman shall receive an additional MDC per Bid Period.

## **SECTION 9**

### **MANAGEMENT AND SUPERVISORY PILOTS**

#### **9-1 GENERAL**

- .01 Management Pilots: Pilots on the Jazz Aviation LP Pilot System Seniority List assigned to management duties and excluded from the bargaining unit by the certification order issued by the Canadian Industrial Relations Board (CIRB). Management Pilots are classified as inactive and shall not hold or bid on a Pilot Position except as provided for in [Section 5-11 \(RETURN TO SERVICE\)](#).
- .02 Supervisory Pilots: Pilots on the Jazz Aviation LP Pilot System Seniority List assigned to full time administrative duties. Supervisory Pilots are classified as inactive and shall not hold or bid on a Pilot Position except as provided for in [Section 5-11 \(RETURN TO SERVICE\)](#).
- .03 The Association shall be notified of any additions and/or deletions to the Management and Supervisory Pilot list.
- .04 Only Pilots on the Jazz Aviation LP Pilot System Seniority List may be designated as a Management or Supervisory Pilot.
- .05 Nothing in this Agreement shall restrict the Company's right to transfer employees to Management and Supervisory Pilot duties with their concurrence, or the right to withdraw employees from Management and Supervisory Pilot duties.
- .06 Management and Supervisory Pilots returning to line flying shall do so in accordance with [Section 5-11 \(RETURN TO SERVICE\)](#).
- .07 The restrictions provided hereunder shall not apply when a Management or Supervisory Pilot is operating an aircraft for maintenance purposes.

#### **9-2 DISPLACEMENT**

A Pilot may be displaced from any flight by a Management or Supervisory Pilot, however a Pilot has the right to refuse such displacement. Such displacements should occur at the beginning or end of a Duty Period. Crew Scheduling/Crew Planning will endeavor to provide notice of the planned displacement the evening prior. If the Displaced Pilot is on a multi-Day Pairing, he should be advised of the displacement prior to leaving the overnight hotel. A Displaced Pilot shall be credited for pay and Flight Time limitation purposes for the flight as if it had been flown according to schedule, or assigned duty in the case of a reserve Pilot, and shall not be subject to Reassignment.

## **SECTION 9**

### **MANAGEMENT AND SUPERVISORY PILOTS**

#### **9-3 FLYING ALLOTMENT**

- .01 A Management or Supervisory Pilot shall be limited to forty five (45) Credits per Standard Month as an operating crewmember, excluding circumstances for which he displaces in accordance with [Section 9-2 \(DISPLACEMENT\)](#) and [9-1.07 \(GENERAL\)](#).
- .02 Management or Supervisory Pilots may operate a flight, which would otherwise be cancelled due to the fact that there is no regular line Pilot available however, the limitations of .01 above still apply.
- .03 A record of all hours flown by Management and Supervisory Pilots shall be made available to the Association in accordance with [Section 3-6 \(DATA BASE\)](#).
- .04 When acting as part of an operating crew, Management and Supervisory Pilots, shall be limited to, and restricted by, all duty limitations provided under the provisions of [Section 8 \(HOURS OF SERVICE, CREDITS AND SCHEDULING RULES\)](#).
- .05 Management or Supervisory Pilots may conduct a Training Event to maintain their training proficiency, or for Training Events which would otherwise be cancelled due to the fact that there is no Training Pilot available. Notwithstanding the above, Vice President, Operations and Director, Flight Operations may only conduct PPCs and LCs on other Management or Supervisory Pilots.

#### **9-4 SENIORITY**

- .01 A Management or Supervisory Pilot shall retain and accrue seniority, provided such Pilot maintains at all times an Airline Transport Pilot License or other licenses and/or qualifications required for his Status. If the Management or Supervisory Pilot allows these licenses to lapse, he shall have a period not to exceed twelve (12) months in which to regain such licenses. If he does not regain such licenses within twelve (12) months, he shall cease to accrue seniority from that date. His seniority accrual shall re-commence from the date his licenses are regained.
- .02 A Management or Supervisory Pilot who becomes sick or injured shall retain his seniority during such period of sickness or injury, regardless of whether or not he is able to maintain his Airline Transport Pilot License and/or other licenses, until he is able to return to flying duty.

## **SECTION 9**

### **MANAGEMENT AND SUPERVISORY PILOTS**

#### **9-5 VACATION/STATUTORY HOLIDAYS**

A Management or Supervisory Pilot who is designated by the Company to return to line flying shall retain his previously awarded Vacation/Stat Weeks. A Management or Supervisory Pilot who voluntarily returns to line flying shall forfeit his Vacation/Stat Weeks and shall bid from available Vacation/Stat Weeks in his new Position.

#### **9-6 HOURS OF SERVICE**

When Supervisory Pilots are not acting as part of an operating crew, the hours of service and scheduling rules shall be determined by the Company.

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### **PAY**

#### **10-1 GENERAL**

- .01 On or prior to the tenth (10th) of each month the Company shall make available electronically to each Pilot a monthly summary which shall include sector by sector flight times including on/off times, total monthly Credit, daily allowances, and sick leave bank summaries for the previous month.
- .02 Concurrent with both pay periods the Company shall provide the Pilot with an electronic statement of earnings and deductions.
- .03 Pilots shall be paid in accordance with the following:
  - a) On the twenty fifth (25<sup>th</sup>) of the month:  
A forty (40) Credit advance on the MMPG.
  - b) On the tenth (10<sup>th</sup>) of the month:  
The total balance, including meal allowance and other expenses, owing from the previous month.

Note:

If the dates above fall on a holiday or a day when the banks are closed, the Pilots shall be paid one full banking day preceding the regular pay day.

- .04 Any pay discrepancies under one hundred dollars (\$100) shall be paid on the next regular pay. Any discrepancies over one hundred dollars (\$100) shall have a separate cheque issued within three (3) business Days.
- .05 The maximum Credit for a Bid Period in which Daily Standard Pay is applicable shall be the MSC excluding Block Growth, WDO and Reassignment.
- .06 Daily Standard Pay is calculated by multiplying the Daily Standard Credit by the Pilot's applicable hourly rate.

#### **10-2 PAY GUARANTEES**

- .01 Actual pay shall be the greater of MMPG or the pay calculated by multiplying the Credits (in accordance with [Section 8 \(HOURS OF SERVICE, CREDITS AND SCHEDULING RULES\)](#) the Pilot earned in the month by Section 10-9 Table 1 or Table 2 at the hourly rate applicable to his Date of Hire, Years of Service and Status.
- .02 Notwithstanding [Section 8-32.07 and .08 \(BLOCK CONSTRUCTION\)](#) the Minimum Monthly Pay Guarantee (MMPG) shall be:

## **SECTION 10**

### **PAY**

- a) Flying Blockholder: The Pilots originally scheduled credits in each Position for each Bid Period.
  - b) Reserve Blockholder: The blocking average in each Position for each Bid Period.
- .03 A Pilots MMPG shall be reduced by the DSC for each Calendar Day that the Pilot did not work because he was: on LOA without pay, laid off, suspended without pay, hired, terminated, or resigned.
- .04 In a month that a Pilot is transitioning to STD his MMPG shall be based on eighty five (85) Credits. His MMPG shall be reduced by the DSC for each Calendar Day that the Pilot was not available for work because he was on STD. Prior to STD transition, the DSC will be deducted from a Pilot's sick bank to a maximum of eighty five (85) Credits.
- .05 Training Pilots and Line Training Pilots shall be paid premiums in accordance with [Section 7-10 \(TRAINING PILOTS\)](#).

#### **10-3 YEARS OF SERVICE PAY**

- .01 All Green Circled Pilots shall be paid based on years of service as a Pilot with the Company.
- .02 All First Officers hired after January 30, 2015 shall be paid based on years of service as a Pilot with the Company.
- .03 All Captains hired after January 30, 2015 shall be paid based on years of service as a Captain with the Company. Once a Pilot is upgraded to Captain Status they shall continue to accrue years of service as a Captain unless the Pilot voluntarily downgrades.
- .04 All Pilots shall advance to the next yearly incremental pay rate on the anniversary of his Date of Employment as a Pilot. This date shall be adjusted to reflect deductions for LOA or Layoff time for which tenure for pay purposes did not accrue.

#### **10-4 CHANGE OF STATUS**

- .01 The pay transition date for a Pilot who has been awarded an upgrade in Status shall be the Effective Date stated on the bid award or the date the Pilot completes his LC for the Awarded Position, whichever is sooner.

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### **PAY**

- .02 The pay transition date for a Pilot who has been reduced in Status shall be the Effective Date stated on the bid award or the date the Pilot completes his LC for the Awarded Position, whichever is later.
- .03 In a Bid Period where a pay transition occurs a Pilot shall be paid Credits prior to the transition date the pay rate of the Pilot's old status assignment and after the transition date the pay rate of the Pilot's new status assignment. Any Credit required above his actual block shall be paid at the higher rate.
- .04 Green Circled Captains or First Officers holding Reinstatement rights to Captain Status as of January 30<sup>th</sup>, 2015 and who are subsequently reduced in Status shall be pay protected until such time as their seniority allows them to regain their Captain Status.

#### **10-5 BYPASS**

Prior to the Effective Date of a Vacancy, a Pilot awarded such Vacancy may be entitled to bypass pay in accordance with [Section 5-5.08 b\) \(VACANCY BIDDING\)](#).

#### **10-6 QUALIFICATION EXPIRED**

- .01 A Pilot returning from STD, LTD or layoff and whose qualifications have expired shall be paid, while he is in training, the DSP for the Status that he holds in accordance with [Section 5-11 \(RETURN TO SERVICE\)](#).
- .02 A Pilot returning from voluntary LOA whose qualifications have expired shall be paid, while he is in training, the DSP for the Status that he held prior his LOA.

#### **10-7 VACATION**

For each full week of paid Vacation entitlement, a Pilot shall receive five (5) times Vacation MDC or two percent (2%) of the previous Year's earnings to a maximum of six percent (6%), whichever is greater. This entitlement shall be paid on the March 25<sup>th</sup> payroll run or earlier if available.

#### **10-8 LAYOFF OR LEAVES THE SERVICE OF THE COMPANY**

- .01 If a Pilot is laid off or leaves the service of the Company, he shall be paid for all Vacation and/or Stats earned and/or accrued under [Section 15-1 \(ENTITLEMENT\)](#) and paid in accordance with [Section 10-7 \(VACATION\)](#).



## **SECTION 10**

### **PAY**

Note:

Earned Vacation/Stat is defined as Vacation/Stat time accumulated during the previous calendar Year but not taken in accordance with Vacation/Stat scheduled. Accrued Vacation/Stat is defined as Vacation/Stat time being accumulated each month during the current Year.

#### **10-9 PAY RATES**

.01 Hourly Pay Rates for Small Body Aircraft for Pilots hired after January 30, 2015.

Table 1

YOS as CA	Captains				YOS	First Officer		
	Jul/1/2014	Jul/1/2015	Jul/1/2016			Jul/1/2014	Jul/1/2015	Jul/1/2016
1	\$72.00	\$73.44	\$74.91		1	\$36.00	\$36.72	\$37.45
2	\$74.00	\$75.48	\$76.99		2	\$37.00	\$37.74	\$38.49
3	\$78.00	\$79.56	\$81.15		3	\$38.00	\$38.76	\$39.54
4	\$80.00	\$81.60	\$83.23		4	\$40.00	\$40.80	\$41.62
5	\$82.91	\$84.57	\$86.26		5	\$47.00	\$47.94	\$48.90
6	\$84.98	\$86.68	\$88.41		6	\$53.23	\$54.29	\$55.38
7	\$87.10	\$88.84	\$90.62	Classic Cap	7	\$58.95	\$60.13	\$61.33
8	\$89.28	\$91.07	\$92.89		8	\$61.31	\$62.54	\$63.79
9	\$91.51	\$93.34	\$95.21		9	\$63.76	\$65.04	\$66.34
10	\$93.80	\$95.68	\$97.59		10	\$66.31	\$67.64	\$68.99
11	\$96.15	\$98.07	\$100.03		11	\$67.97	\$69.33	\$70.72
12	\$98.55	\$100.52	\$102.53		12	\$69.67	\$71.06	\$72.48
13	\$101.01	\$103.03	\$105.09		13	\$71.41	\$72.84	\$74.29
14	\$103.54	\$105.61	\$107.72		14	\$73.20	\$74.66	\$76.16
15	\$106.13	\$108.25	\$110.42		15	\$75.03	\$76.53	\$78.06
16	\$108.78	\$110.96	\$113.17					
17	\$111.50	\$113.73	\$116.00					
18	\$114.29	\$116.58	\$118.91					
19	\$117.15	\$119.49	\$121.88					
20	\$120.08	\$122.48	\$124.93					

.02 Pilots operating in the Classic Airline shall not exceed seven (7) years of service in determining their hourly rates of pay.

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.03 Hourly Pay Rates for Small Body aircraft for Pilots hired prior to January 31, 2015.

Table 2

Captain				First Officer			
YOS	Jul/1/2014	Jul/1/2015	Jul/1/2016	YOS	Jul/1/2014	Jul/1/2015	Jul/1/2016
1	\$80.89	\$82.51	\$84.16	1	\$43.29	\$44.16	\$45.04
2	\$82.91	\$84.57	\$86.26	2	\$48.72	\$49.69	\$50.69
3	\$84.98	\$86.68	\$88.41	3	\$56.68	\$57.81	\$58.97
4	\$87.10	\$88.84	\$90.62	4	\$58.95	\$60.13	\$61.33
5	\$89.28	\$91.07	\$92.89	5	\$61.31	\$62.54	\$63.79
6	\$91.51	\$93.34	\$95.21	6	\$63.76	\$65.04	\$66.34
7	\$93.80	\$95.68	\$97.59	7	\$66.31	\$67.64	\$68.99
8	\$96.15	\$98.07	\$100.03	8	\$67.97	\$69.33	\$70.72
9	\$98.55	\$100.52	\$102.53	9	\$69.67	\$71.06	\$72.48
10	\$101.01	\$103.03	\$105.09	10	\$71.41	\$72.84	\$74.29
11	\$103.54	\$105.61	\$107.72	11	\$73.20	\$74.66	\$76.16
12	\$106.13	\$108.25	\$110.42	12	\$75.03	\$76.53	\$78.06
13	\$108.78	\$110.96	\$113.17				
14	\$111.50	\$113.73	\$116.00				
15	\$114.29	\$116.58	\$118.91				
16	\$117.15	\$119.49	\$121.88				
17	\$120.08	\$122.48	\$124.93				

.04 The rates of Pay in Table 1 and Table 2 shall be subject to a two percent (2%) annual increase on July 1st of each year up to and including July 1, 2025.

## **SECTION 10**

### **PAY**

#### **10-10 ALPA PERFORMANCE INCENTIVE PLAN (APIP)**

**.05 Definitions:**

"Adjusted Jazz and Classic Airline Operating Income" is the GAAP Operating Income from the Jazz and Classic Airline operations under the CPAs, and from Jazz and Classic Airline ancillary ad hoc charter flights and ground handling operations excluding the impact of (i) any annual or long term incentives expense amounts; (ii) employee stock based expenses; (iii) severance; (iv) significant changes to GAAP that affect the comparability of the Adjusted Jazz and Classic Airline Operating Income before and after such change; and (v) a Jazz Affiliate (as defined in the CPAs) leasing aircraft into Jazz and/or Classic Airline for operations under the CPAs to the extent the lease amount is not fully recovered in revenue from Air Canada. For clarity, Ensemble expenses remain as part of Adjusted Jazz and Classic Airline Operating Income.

**.06 Plan Outline:**

- a) The performance incentive plan for pilots is designed to provide incentive to ALPA to:
  - i) increase the size and scope of the Jazz and Classic Airline divisions; and
  - ii) maintain cost performance of the Jazz and Classic Airline divisions, along with other ancillary revenues.

**.07** The maximum payout of the performance incentive program shall not exceed 8% of total Jazz and Classic Airline pilot salaries and wages, excluding overtime premiums.

**.08** The median Adjusted Jazz and Classic Airline Operating Income for the past four (4) calendar years 2011 to 2014 shall be set as the target for Adjusted Jazz and Classic Airline Operating Income in the ALPA Performance Incentive Plan for the calendar years 2015 to 2020. Thereafter, for the calendar years 2021 to 2025, the Adjusted Jazz and Classic Airline Operating Income target from 2021 to 2025 will be reduced by 45%.

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### **PAY**

- .09 The annual performance incentive shall be product of (i) the actual dollar amount exceeding the target Adjusted Jazz and Classic Airline Operating Income amounts set in section 3 above; and (ii) the Incentive Level Percentage shown below:

<b>Target Exceedance (Millions CAD\$)</b>		<b><u>Incentive Level</u></b>
<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Percentage</u></b>
\$0	\$2,000,000	5.0%
\$2,000,001	\$4,000,000	7.5%
\$4,000,001	\$6,000,000	10.0%
\$6,000,001	\$8,000,000	12.5%
\$8,000,001	\$10,000,000	15.0%
\$10,000,001	\$12,000,000	15.0%
\$12,000,001	\$14,000,000	15.0%
\$14,000,001	\$16,000,000	15.0%
\$16,000,001	\$18,000,000	15.0%
\$18,000,001	\$20,000,000	15.0%
\$20,000,001	+	15.0%

- .10 The following table illustrates the annual performance incentive amount calculation based on sections 1 through 4 above (all amounts are CAD\$):

<b>A</b>	<b>B</b>	<b>C</b>
<b>Actual</b>	<b>Incentive</b>	<b>Incentive</b>
<b>Exceedance</b>	<b>Level</b>	<b>Vallue</b>
<b>Amount</b>	<b>Percentage</b>	<b>Equals A*B</b>
\$2,000,000	5%	\$100,000
\$4,000,000	7.50%	\$300,000
\$6,000,000	10%	\$600,000
\$8,000,000	12.50%	\$1,000,000
\$10,000,000	15%	\$1,500,000
\$12,000,000	15%	\$1,800,000
\$14,000,000	15%	\$2,100,000
\$16,000,000	15%	\$2,400,000

- .11 Jazz will retain its independent auditor to perform required audit procedures related to the Adjusted Jazz and Classic Airline Operating Income Calculation detailed above. Prior to finalization of the annual performance incentive amount pursuant to this agreement, ALPA will review the calculation and draft audit report. Jazz shall make available information reasonably necessary to review the calculation in accordance with this section.

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- .12 All information disclosed to ALPA under this process shall be subject to a non-disclosure agreement.

## **SECTION 11**

### **ACCOMODATIONS AND TRANSPORTATION**

#### **11-1 GENERAL**

The Company shall meet with the Association a minimum of twice per Year if required to discuss any issues with regard to accommodation and transportation.

#### **11-2 CREW REST FACILITIES**

01. The Company shall provide adequate Crew Room and Crew Lounge facilities at all permanent Company crew Bases. The Company shall consult with the ATM committee on issues related to these facilities.
02. For scheduled breaks in a Duty Period whether original or reassigned of five (5) hours or more, hotel dayrooms within reasonable proximity of the airport shall be provided at Company expense for each Pilot.
03. A Pilot away from his Base while on flight duty, Deadheading, training or other authorized Company business shall be provided with single room accommodation at Company expense in accordance with the provisions of this Section.
04. The Company shall give the Association ninety (90) Calendar Days notice prior to the expiration date of every hotel contract.
05. Prior to establishing, or changing hotel accommodations at layover points, the Company and Association shall conduct inspections of prospective properties. Where practicable, layover points shall have at least one (1) alternate hotel designated.
06. Hotel site inspections shall be completed by an ATM committee member and a Company representative. ATM committee members shall be provided flight release or COB days and transportation subject to the needs of the service. A hotel inspection checklist shall be completed by the ATM committee member and submitted to the Company upon completion of the inspection. The Company shall select primary and alternate accommodations from properties which have received an acceptable standard utilizing the hotel inspection checklist. This checklist shall be mutually agreed to between the Company and Association.
07. The use of either Short or Long Layover Hotels shall be determined by mutual agreement between the Company and Association taking into account scheduling, local factors and transportation. Depending on the foregoing factors, cost may not be the sole factor in determining hotel selection.

## SECTION 11

### ACCOMMODATIONS AND TRANSPORTATION

Note:

If a Pilot was scheduled for a Long Layover Hotel and due to operational delays, the Rest Period is reduced to less than twelve (12) hours the Pilot may be required to layover at the Short Layover Hotel.

08. The Company shall provide an accommodation and transportation complaint form available through the Company website. Copies of each complaint and their resolutions shall be sent to the ATM committee. When any significant substantiated deterioration of accommodation is reported to the Company, the Company shall, within seven (7) Calendar Days, investigate the complaint and take the appropriate action to remedy the situation.

#### **11-3 DEADHEADING**

- .01 When required to Deadhead on Company business, Pilots shall be provided with positive Y upgradable to J class seating, subject to Company Policy, availability and seniority.
- .02 No Pilot shall be required to ride in the jumpseat of any aircraft while Deadheading.

#### **11-4 TRANSPORTATION AND PARKING**

- .01 When a Pilot is away from his Base, transportation as required shall be provided at Company expense.
- .02 Except in the case of hotel shuttles, Pilots shall not be required to share ground transportation with passengers. Ground transportation shall be dedicated to Company crews only.
- .03 Operators of Company provided transportation identified in this Agreement shall be properly accredited and certified by the appropriate governing transportation agency.
- .04 When transportation does not leave within fifteen (15) minutes after the Pilots' arrival at the pick-up point the Captain, at his discretion may use any other reasonable means of transportation to the hotel and/or Company parking facility, and may claim reimbursement expenses for such transportation.
- .05 Pilots required to use their own transportation for Company business shall be reimbursed at the minimum rate of forty-two cents (\$0.42), or at the per kilometer rate outlined in the Company policy, whichever is greater; otherwise the Company shall pay for the most suitable means of transportation. However, in no case shall this clause apply to employee transportation from Domicile to or from his assigned Base. This reimbursement shall be increased by two percent (2%) January 1, 2015 and each January 1 thereafter.

SECTION 11  
ACCOMODATIONS AND TRANSPORTATION

- .06 The Company will provide parking facilities for a Pilot at his Base while in the performance of his normal duties. Alternatively the Pilot may elect to park at his domicile airport and the Company will pay up to the cost of the parking at his base airport, whichever is less.
- .07 Notwithstanding .05 above, if a training facility is not located at a Pilot's Base, and is greater than twenty (20) kilometres from the Pilot's normal Base Check In facility, the Pilot shall be permitted to claim mileage expense for the distance from his Check In facility to the training facility.

Note:

Actual distance traveled by the employee from his domicile to the training facility must be greater than to his check in location.

**11-5 PASS TRAVEL**

- .01 Pilots and their immediate dependents shall be permitted travel privileges pursuant to the Company Travel Policy.
- .02 The Company shall provide free transportation, positive space basis, to any Pilot and/or his immediate family requiring transportation for compassionate reasons, pursuant to the Company Travel Policy.
- .03 In the event of a Pilots death, his dependents may be eligible for travel benefits pursuant to the Company Travel Policy.



## **SECTION 12**

### **MEAL AND DAILY INCIDENTAL ALLOWANCES**

#### **12-1 GENERAL**

- .01 The Company shall meet with the Association and the snack provider at least twice a Year to discuss any issues and review the type and selection of snacks boarded.
- .02 All Pilots on flight duty, Deadheading or any other authorized Company business, shall be paid the following meal allowances, subject to the provisions of this Section. Where expenses are incurred in the United States of America allowances shall be paid in U.S. dollars. Where expenses are incurred outside of Canada and the United States of America the Company and Association shall meet to discuss the appropriate meal and incidental allowance for that country.
- .03 A daily incidental allowance shall be paid for:
- a) Any single Duty Period pairing of seven (7) hours or greater.
  - b) For each Calendar Day or portion thereof of a multi Day pairing.

Note:

The incidental allowance includes tips and gratuities.

- .04 Meal and incidental allowances for the CDN and US zones shall be in accordance with the following: The rates are inclusive of tax.

	<u>July 1, 2014</u>	<u>July 1, 2015</u>	<u>July 1, 2016</u>
<u>Breakfast</u>	<u>\$15.24</u>	<u>\$15.54</u>	<u>\$15.85</u>
<u>Lunch</u>	<u>\$20.09</u>	<u>\$20.49</u>	<u>\$20.90</u>
<u>Dinner</u>	<u>\$31.87</u>	<u>\$32.51</u>	<u>\$33.16</u>
<u>Meal Total</u>	<u>\$67.20</u>	<u>\$68.54</u>	<u>\$69.91</u>
<u>Incidental</u>	<u>\$17.30</u>	<u>\$17.65</u>	<u>\$18.00</u>
<u>Total</u>	<u>\$84.50</u>	<u>\$86.19</u>	<u>\$87.91</u>

Note:

The above allowances shall apply to all stations except those locations where increased rates have been determined by mutual agreement.

- .05 In the application of meal allowances in [Section 12-2 \(SINGLE DAY PAIRINGS\)](#) and [Section 12-3 \(MULTI-DAY PAIRINGS\)](#) below, actual Check In and Check Out times shall determine the appropriate meal allowance.

**SECTION 12**  
**MEAL AND DAILY INCIDENTAL ALLOWANCES**

- .06 Notwithstanding .05 above an early arrival on the Pilots last scheduled sector shall not reduce the published meal allowances.
- .07 At a Pilots request, US allowances shall be deposited into the Pilots US currency account; otherwise US allowances shall be converted to Canadian currency.
- .08 Starting July 1<sup>st</sup>, 2015, zonal meal allowances shall increase by two percent (2%) annually with the adjustment date being July 1<sup>st</sup>.

**12-2 SINGLE DAY PAIRINGS**

- .01 Pilots on duty for a single Day Pairing (or any other duty where the Pilot's Check In and Check Out for the Duty Period are at his Base), shall receive the appropriate meal allowance (in accordance with [Section 12-1.04 \(GENERAL\)](#) above) in accordance with the following schedule:

<u>Length of the Duty Period</u>	<u>Meals</u>
a) 4 to 09:59 hours:	1 full meal
b) Over 10 hours:	2 full meals

Note:

To determine which meal allowances will be paid, the following shall apply:

In the application of a) above, when the Check Out time at home Base is prior to 16:00 L then the Lunch allowance shall be paid. When the Check Out time at his Base is 16:00 L or later, or the following Calendar Day, then the Dinner allowance shall be paid. In the application of b) above one (1) Lunch and one (1) Dinner allowance shall be paid.

**SECTION 12**  
**MEAL AND DAILY INCIDENTAL ALLOWANCES**

**12-3 MULTI-DAY PAIRINGS**

Pilots on duty for multi-day Pairings, (or any other duty where the Rest Period is not at home Base) shall receive the appropriate meal allowance (in accordance with [Section 12-1.04 \(GENERAL\)](#) above) in accordance with the following:

**FIRST DAY**

<u>CHECK IN TIME AT HIS BASE</u>	<u>ALLOWANCE PAID</u>
Prior to 16:00 L	Lunch, Dinner
16:00 L or later	Dinner

**MIDDLE DAY(S)**

**ALLOWANCE PAID**

Breakfast, Lunch, Dinner

**LAST DAY**

<u>CHECK OUT TIME AT HIS BASE</u>	<u>ALLOWANCE PAID</u>
Prior to 10:00 L	Breakfast
10:00 L to 15:59 L	Breakfast, Lunch
16:00 L or later	Breakfast, Lunch, Dinner

**12-4 INFLIGHT**

- .01 For every four (4) hours of Duty, where a Pilot does not have an opportunity to purchase a meal, the Company shall provide a snack. The composition and quality of the snack shall be reviewed by the Company and the Association; in no case shall two identical snacks be boarded.

Note:

For the purposes of determining an opportunity to purchase a meal, the following times shall be used, Transborder ninety (90) minutes or Domestic forty five (45) minutes.

- .02 The Company shall specify on the bid package when snacks will be boarded.

## **SECTION 12**

### **MEAL AND DAILY INCIDENTAL ALLOWANCES**

- .03 The Company shall provide a snack complaint form on the Company website. Copies of each complaint and their resolutions shall be sent to the ATM committee on a monthly basis. When any significant substantiated deterioration of snacks is reported to the Company, the Company shall, within seven (7) days, investigate and take action to remedy the situation.

#### **12-5 ZONE FUNDS ALLOCATION**

- .01 On the first day of a multi-day Pairing terminating in a zone other than the originating zone, the first scheduled arrival time (local) in that terminating zone, shall determine the zone meal allowance as follows:
- a) Arrival between 0200 L and 1259 L (inclusive): Lunch, Dinner, or
  - b) Arrival between 1300 L and 0159 L (inclusive): Dinner, and
  - c) All other meal allowances within this Duty Period shall be paid in accordance with [Section 12-1.04 \(GENERAL\)](#) above in the originating zone.
- .02 On any day of a multi-day Pairing originating and terminating in the same zone, the meal allowance shall be paid in the applicable zone's funds in accordance with [Section 12-1.04 \(GENERAL\)](#) above, for breakfast, lunch, and dinner.
- .03 On the second and subsequent days of a multi-day Pairing originating and terminating in different zones, the last scheduled departure time (local) from the originating zone that day shall determine the applicable meal allowance as follows:
- a) Departure before 1200 L : Breakfast, or
  - b) Departure between 1200 L and 1759 L : Breakfast, Lunch, or
  - c) Departure after 1800 L : Breakfast, Lunch, Dinner, and
  - d) All other meal allowances within this Duty Period shall be paid in accordance with [Section 12-1.04 \(GENERAL\)](#) above in the terminating zone.
- .04 All single day pairings shall be paid in CDN zone.
- .05 All incidental allowances shall be paid in the currency of the terminating zone for each Duty Period.

## **SECTION 13** **EXPENSES**

### **13-1 LAYOVER**

- .01 In the event that layover hotels do not provide meal facilities during layover times the Company shall pay, upon submission of receipts, reasonable transportation costs for the Pilots to alternate meal facilities.
- .02 If a Pilot is scheduled to overnight and does not require the hotel room which is provided by the Company, then the Pilot may advise Crew Scheduling prior to 16:00 L time for the city that the Pilot is overnighing and Crew Scheduling will cancel the scheduled hotel accommodation. Subject to the Company not paying a hotel cancellation fee, the Pilot shall receive a twenty dollars (\$20) hotel cancellation fee.
- .03 When unusual or emergency conditions arise at points where the Company does not have a representative or the representative is unavailable, a Pilot shall be reimbursed for any reasonable expenses incurred on the Company's behalf. Such expenses shall be supported by receipts.

### **13-2 BAGGAGE LOSS**

- .01 The Company shall pay reasonable claims to any Pilot who, during the course of their duty, suffers loss or damage to crew baggage or personal effects, unless directly caused by the Pilots negligence.
- .02 When it is evident that a Pilot's baggage has not arrived at his layover point for any reason beyond the reasonable control of the Pilot, a claim for any reasonable expenses required for the layover shall be paid. An expense claim with supporting receipts must be submitted to account for any expenses incurred.

### **13-3 LICENSING AND TRAVEL DOCUMENTS**

The Company shall reimburse, with supporting receipts, fees relating to procuring the Pilots Aviation Document, passport (including express fees) and/or visas and other travel related incidentals. The Company shall facilitate the necessary documentation for passports and visas. Urgent passport renewal fees may be reimbursed with prior Company approval.

## **SECTION 14**

### **UNIFORMS**

#### **14-1 GENERAL**

- .01 The Company and the Association shall provide an equal number of members to the Uniform Standards Committee (USC), with a minimum of four (4) members in total.
- .02 The USC shall meet as required but no less than once per Year.
- .03 The recommendations of the USC shall be considered by the Company before making any changes in the supplier, style, price, color or material of the uniform.

#### **14-2 SUPPLY AND ENTITLEMENT**

- .01 The Company shall provide a uniform credit of three hundred fifty eight dollars and eight three cents (\$358.83) on January 1<sup>st</sup> of each Year to each Pilot. This allowance shall increase by two percent (2%) each January 1<sup>st</sup> effective January 1<sup>st</sup>, 2016. This credit shall be used towards any outstanding balances or used for the purchase of a uniform or accessories. Any unused portion up to fifty percent (50%) of the maximum possible uniform balance shall be carried over to the next Year.
- .02 The Company uniform shall consist of the following components with their applicable useful service life, from date of component order:

<b>Component</b>	<b>Quantity</b>	<b>Service Life</b>
Shirts	Six (6)	Twelve (12) months
Trousers	Two (2)	Twelve (12) months
Belt	One (1)	Twelve (12) months
Hat	One (1)	Twelve (12) months
Ties	Two (2)	Twelve (12) months
Pair of gloves	One (1)	Twelve (12) months
Sweater	One (1)	Twelve (12) months
Scarf	One (1)	Twelve (12) months
Roller-bag	One (1)	Thirty-six (36) months
Tote-bag	One (1)	Thirty-six (36) months
Tunic	One (1)	Thirty-six (36) months
Raincoat	One (1)	Thirty-six (36) months
Parka	One (1)	See Note 2
Topper coat or All-Weather	One (1)	Thirty-six (36) months
High visibility vest	One (1)	Thirty-six (36) months

## **SECTION 14**

### **UNIFORMS**

#### Note 1:

The roller bags service life shall return to twenty four (24) months unless a roller bag of equal quality to the "Luggage Works Executive 22" Rolling Bag" can be mutually selected.

#### Note 2:

The parties have agreed to source a higher quality winter parka. The service life of the parka shall be determined by dividing the cost of the parka by one hundred (100). This shall be rounded down at point seven five (.75). This cost shall be deducted from the Pilots uniform credit equally over the service life of the parka.

- .03 The Company shall pay all shipping and delivery costs to the Pilot's Domicile for two (2) complete orders per Pilot per Year.

#### Note:

An order shall be considered complete when all correct uniform components have been delivered to the Pilot. Any components that need to be returned and resent shall not be counted to the limit above. The cost of returning the items shall be borne by the Company.-

- .04 In the event a Pilot requires any uniform component in excess of his uniform allotment, he shall pay the cost of these components by payroll deduction, on each pay at a rate of twelve dollars fifty cents (\$12.50), or a greater amount if requested by the Pilot.

#### Note:

GST-PST-HST-QST shall not be included in the price charged to Pilots for uniforms.

- .05 Any Pilot granted a LOA in excess of six (6) months shall be required to pay any outstanding uniform balance.
- .06 Pilots who leave the employ of the Company shall have any outstanding uniform balance above, deducted from their final pay.
- .07 The Company shall supply all new hire Pilots with a complete uniform in accordance with .02 above. Employees who leave the employ of the Company within two years (24 months) of commencement of service shall be responsible for the total costs of the uniforms, such costs to be deducted from the final pay, on a bi-annual prorate basis.

## **SECTION 14**

### **UNIFORMS**

- .08 Additional specific uniform items required for female Pilots shall be as agreed to by the USC and shall be supplied by the Company.
- .09 Maternity wear required by female Pilots shall be supplied by the Company.
- .10 Appropriate personal headsets, of a type to be mutually agreed to by the Company and the Association, shall be provided to and maintained for all Pilots at company expense. The headsets shall remain the property of the Company and shall be returned when the Pilot leaves the employ of the Company.
- .11 None of the above provisions shall exclude the issue, at Company expense, of special clothing for particular operations.

#### **14-3 UNIFORM STANDARDS**

- .01 Uniforms shall be maintained according to standards determined by the Company.
- .02 The Company shall have the right to demand the replacement of a uniform component, if the deterioration warrants. If the uniform component in question is within its useful service life in accordance with 14-2.02 above then the Company shall bear the total cost of replacement.
- .03 The Company shall repair or replace any part of a damaged uniform when such damages occur in the performance of a Pilot's duties.
- .04 If the Company introduces any changes in color or style, and requires Pilots to replace their uniform the cost will be borne by the Company irrespective of the service life of the affected components.
- .05 The Company shall supply or assume the cost of buttons, braid, badges and insignia as prescribed by the Company.

#### **14-4 ALLOWANCES**

- .01 A monthly uniform maintenance allowance of sixty dollars and seventy two cents (\$60.72) shall be paid to all active Pilots. This allowance shall increase by two percent (2%) on January 1<sup>st</sup>, 2016 and each January 1<sup>st</sup> thereafter.
- .02 The Company shall provide a footwear allowance to each Pilot in the amount of two hundred twenty dollars and eighty two cents (\$220.82). This allowance shall be paid on the January 10th pay period, and shall increase by two percent (2%) January 1st, 2016, and each January 1st thereafter.



## **SECTION 15**

### **VACATION AND STATUTORY HOLIDAYS**

#### **15-1 ENTITLEMENT**

- .01 A Pilot, who by January 30<sup>th</sup> of the vacation year will have had an employee relationship with the Company of less than four (4) years, (since his Date of Hire), shall be granted in that vacation year one (1) Calendar Day of vacation with pay for each thirty six (36) Calendar Days of service or major portion thereof during the preceding vacation year up to a maximum of ten (10) Calendar Days of vacation.
- .02 A Pilot, who by January 30<sup>th</sup> of the vacation year will have had an employee relationship with the Company of four (4) years, but less than eight (8) years (since his Date of Hire), shall be granted in that vacation year one (1) Calendar Day of vacation with pay for each twenty four (24) Calendar Days of service or major portion thereof during the preceding vacation year up to a maximum of fifteen (15) Calendar Days of vacation.
- .03 A Pilot, who by January 30<sup>th</sup> of the vacation year will have had an employee relationship with the Company of eight (8) years, but less than eighteen (18) years, (since his Date of Hire), shall be granted in that vacation year one (1) Calendar Day of vacation with pay for each eighteen (18) Calendar Days of service or major portion thereof during the preceding vacation year up to a maximum of twenty (20) Calendar Days of vacation.
- .04 A Pilot, who by January 30<sup>th</sup> of the vacation year will have had an employee relationship with the Company of eighteen (18) years or greater, (since his Date of Hire), shall be granted in that vacation year one (1) Calendar Day of vacation with pay for each fourteen (14) Calendar Days of service or major portion thereof during the preceding vacation year up to a maximum of twenty five (25) Calendar Days of vacation.
- .05 Any Jazz Aviation LP Pilot who has accrued six (6) weeks of vacation for the 2002 vacation Year shall continue to accrue six (6) weeks of vacation for each vacation Year until such Pilot is no longer in the employ of the Company.
- .06 Statutory holidays shall be allotted on the basis of one (1) Stat day for each thirty six point five (36.5) days of service or major portion thereof during the preceding vacation year to a maximum of ten (10) days. The Statutory days are:  
(Former CRA Pilots – current versus accrued)

New Year's Day	Labour Day
Good Friday	Victoria Day
Remembrance Day	Canada Day
Christmas Day	Provincial Holiday
Boxing Day	Thanksgiving

## **SECTION 15**

### **VACATION AND STATUTORY HOLIDAYS**

- .07 Statutory holidays shall be bid in conjunction with annual vacation.
- .08 Vacation days shall not be paid out in cash and cannot be accumulated from vacation year to vacation year unless specified elsewhere in this agreement.
- .09 At a Pilot's request Stat weeks shall be paid out in cash. A Pilot must indicate to the Company his desire to cash out either one or both of his stat weeks by September 1<sup>st</sup> of the previous vacation year. The Pilot shall be paid on the September 25<sup>th</sup> pay deposit and shall then have those weeks deducted from the following years bid process.
- .10 Subject to Company approval, which shall not be unreasonably withheld, a Pilot may request that a maximum of two (2) days from his accumulated Vacation/Stat holiday entitlement be scheduled into his monthly Block. The Pilot shall specify which Vacation/Stat Week (in accordance with [Section 15-2.04 e\)](#)) the Vacation/Stat days will come from.

Note:

These Vacation/Stat days are to allow a Pilot the ability to obtain Days Off for a calendar event that is unique to the individual Pilot. Use of the priority Vacation/Stat days as super seniority to obtain time off for calendar events that are common to all Pilots will not be permitted. Common calendar events shall include, but is not limited to, all statutory holidays, and the last two (2) Weeks of December.

- .11 Subject to Crew Scheduler approval, which shall not be unreasonably withheld, awarded Vacation/Stat days may be exchanged with flying on a Credit for Credit basis. The Pilot shall specify which Vacation/Stat Week the Credit will come from.

Example

A Pilot requests a Vacation/Stat day after the Blocks are published for a six (6) Credit day. If the request is approved then the Pilot has six (6) Credits removed from his specified Statutory Week.

- .12 A Pilot who uses Credits from his Vacation/Stat week shall have the following Vacation/Stat days remaining. The Credit remaining in the Pilots Vacation/Stat week shall be applied to these days:

Credit Remaining	0-2:00	2:01- 6:00	6:01-10:00	10:01-14:00	14:01-18:00	18:01+
Stat Days Entitlement	0	1	2	3	4	5

- .13 Notwithstanding .08 above, a Pilot who transitions to LTD shall be paid out for any unused Vacation/Stat days on the first pay period after transitioning to LTD.

## **SECTION 15**

### **VACATION AND STATUTORY HOLIDAYS**

- .14 Notwithstanding .08 above, a Pilot who returns from STD or LTD or a Pilot who is expected to return from an LOA and has outstanding Vacation/Stat days shall have the following options to reconcile unused Vacation/Stat days:
- a) The Pilot may defer any number of unused Vacation/Stat days to replenish his normal entitlement in the following vacation year.
  - b) Any Vacation/Stat days in excess of those utilized in a) above shall be taken in the following manner:
    - i) The number of months remaining in the current vacation year minus three (3) shall determine the minimum number of paid Vacation/Stat Weeks that must be taken in the current vacation year.
    - ii) The maximum unpaid Vacation/Stat days that may be utilized in the current vacation year will not exceed a Pilot's normal annual entitlement.
    - iii) Any Vacation/Stat Weeks not taken in the current vacation year as stipulated in i) and ii) above, shall be carried over to the following vacation year. Any outstanding paid Vacation/Stat days in excess of the Pilots normal entitlement shall be bid after all Pilots in their Position have bid and been awarded their Vacation/Stat Weeks.
    - iv) No Pilot returning from leave shall be required to take Vacation/Stat days in the first three (3) months after his return to service.
    - v) A Pilot returning from leave shall not be entitled to take Vacation/Stat days during his training up to and including Line Indoc / Line Check, unless otherwise approved by the Company.
- .15 A Pilot who has reported unfit and subsequently transitions to STD, and who has Vacation/Stat days scheduled within his sick leave period, shall have these Vacation/Stat days cancelled. Upon return to service he shall then rebid the Vacation/Stat days in accordance with [Section 15-5 \(OPEN VACATION/STAT WEEK SYSTEM\)](#). Credit equal to the cancelled Vacation/Stat days shall be deducted from the Pilots sick leave bank.
- .16 A Pilot who is eligible for WSIB benefits shall continue to accrue paid vacation.

#### **15-2 WEB BASED POSTING AND AWARDS**

- .01 The Company shall use a real time computerized web based system that is mutually agreed upon by the Association and the Company to facilitate the bidding and awarding of Vacation/Stat Weeks.

## **SECTION 15**

### **VACATION AND STATUTORY HOLIDAYS**

.02 The number of Vacation/Stat Weeks allocated shall be established as follows:

- a) A minimum of one fifty second (1/52nd) of the total yearly vacation (including Stat days) earned per Position, rounded up to the next whole number, shall be available for bid each week. If, after the completion of the annual Vacation/Stat Week awards, there is a requirement for additional Vacation/Stat Weeks, an adjustment to the Vacations/Stat Weeks available shall be made, in accordance with the following:
  - i) If as a result of Pilots returning to service in accordance with Section [5-11 \(RETURN TO SERVICE\)](#) additional vacation slots shall be awarded based on the vacation the returning Pilot would have been awarded as if the Pilot participated in the vacation bid.
  - ii) If as a result of an increase in base line positions, there are additional vacation slots required, the slots shall equal the number of additional Vacation/Stat Weeks required divided by the number of available Vacation/Stat Weeks left in the vacation year, rounded up to the next whole number and shall be allotted equally among the weeks remaining in the vacation year.

Note:

Additional Vacation/Stat Weeks required is the number of Vacation/Stat Weeks needed minus the number of Vacation/Stat Weeks available.

.03 Pilots shall bid Vacation/Stat Weeks as per the following two (2) bid system:

Bid 1:

- a) All Pilots may bid up to three (3) Vacation/Stats Weeks by Position.
- b) A Pilot may bid more than three (3) Vacation/Stats Weeks in Bid 1 provided that there is no Prime Time Vacation and all of these Vacation/Stat Weeks are taken consecutively.

Bid 2:

All Pilots shall then bid their remaining Vacation/Stat Weeks by Position.

**SECTION 15**  
**VACATION AND STATUTORY HOLIDAYS**

- .04 Vacation/Stat Week awards shall be determined in accordance with the following:
- a) No later than September 15<sup>th</sup> of each year the Company shall post on the Jazz Flight Ops web site a vacation calendar, vacation entitlements for each Pilot and the time that each Pilot may bid. Bid 1 Vacation/Stat Week bidding shall start no earlier than September 22<sup>nd</sup> of each Year.
  - b) Pilots shall have until December 1<sup>st</sup> to bid their Vacation/Stat Week preferences for Bid 2.
  - c) Pilots who do not submit a Vacation/Stat Week bid by December 1<sup>st</sup> shall have their Vacation/Stat Week(s) assigned by the Company.
  - d) On December 10<sup>th</sup> the Company shall post on the Jazz Flight Ops web site, the final Vacation/Stat Weeks awards for each Position.
  - e) Pilots shall designate which of their awarded week(s) shall be considered Stats during the Bid 2 process. If a Pilot does not designate his Stat week(s), then his last Vacation/Stat Weeks(s) awarded in the vacation year shall be considered Stat week(s).
  - f) There shall be no Pilot Vacation/Stat Week bid windows between the hours of 00:01 local time and 04:59 local time.
  - g) The normal bid window shall be six (6) hours. If the Pilot roster requires the bid window to be less than six (6) hours in order to complete the bid within the above timelines, the minimum bid window shall be reduced in thirty (30) minute increments until such time that the bid can be completed within the above timelines. In no case shall the bid window be less than three (3) hours.

Note:

If the above minimum bid window above in (g) is not feasible due to roster size, the Company and the Association agree to meet to discuss a suitable solution.

- .05 Pilots shall be awarded Vacation/Stat Weeks in order of seniority in their Current Position. In the event that a Pilot is awaiting training to an Awarded Position the Pilot shall be awarded Vacation/Stat Weeks in order of seniority in the Awarded Position after his Effective Date.
- .06 All Vacation/Stat Weeks shall run between Monday and Friday with two (2) Supplemental Days Off (SDO) on the following Saturday and Sunday. A Pilot may move the SDO's to the other end of his Vacation Period or waive these SDOs via the monthly bidding process.

**SECTION 15**  
**VACATION AND STATUTORY HOLIDAYS**

- .07 All Vacation/Stat Weeks shall commence at 0001 and end at 2359 (local time). A Pilot may only be scheduled past 0001 (local time) into a Vacation/Stat day with his consent. In no case shall a Pilot be scheduled beyond 0200 (local time) into a Vacation/Stat day.
- .08 A Pilot whose Check-Out is delayed beyond 0200 (local time) at his Base on his last Duty Period prior to a Vacation Period, shall be granted an additional Day Off immediately following the end of that Vacation Period. The Pilot may elect to have the vacation credit deposited into his Time Bank in lieu of the additional Day Off.
- .09 The vacation year shall commence the last Monday of January of each Year.
- .10 The Company shall provide the option for standing bids to be used in the Vacation/Stat Week bidding process.
- .11 The Company shall ensure the Pilots at each Pilot Base have access to Company computers with an internet connection and printers, for the purpose of participating in the Vacation/Stat Week bid.
- .12 Any Pilot who transitions to a Management, Supervisory or Training Pilot Position, or retires, resigns, or is terminated shall relinquish all awarded Vacation/Stat Weeks.
- .13 All Pilots on LOA or Maternity/Paternity leave with a return to service date who have been awarded Vacation/Stat Weeks shall relinquish any awarded Vacation/Stat Weeks that occur prior to their return to service date. These Vacation/Stat Weeks shall be rebid upon return to service.
- .14 All Pilots on STD or LTD who have been awarded Vacation/Stat Weeks should relinquish any awarded Vacation/Stat Weeks that the Pilot anticipates will not be utilized. These Vacation/Stat Weeks shall be rebid upon return to service.
- .15 All Pilots on LOA, STD, LTD or Maternity/Parental leave shall participate in the Vacation/Stat Week bidding process, in accordance with Section 15-2.03, based on their known return to service date in accordance with [Section 8-46 \(RETURN TO DUTY\)](#).

**15-3 VACATION REASSIGNMENT**

- .01 A Pilot who voluntarily changes his Position and has not taken his Vacation/Stat Week(s) shall relinquish his previously awarded Vacation/Stat Week(s) on the date he commences training or reaches his Reporting Date, whichever is sooner, and shall bid his remaining Vacation/Stat Week(s) from the Vacation/Stat Week(s) available in his new Position.

## **SECTION 15**

### **VACATION AND STATUTORY HOLIDAYS**

Note:

A Pilot whose training is interrupted or canceled for any reason and who returns to his previous Position shall have the option of either being awarded his previously relinquished Vacation/Stat Week(s) or re-bidding other available Vacation/Stat Week assignment(s).

- .02 A Displaced Pilot who has not taken his Vacation/Stat Weeks shall retain his previously awarded Vacation/Stat Weeks.
- .03 Except under the provisions of, [15-2.12 and 15-2.13 \(WEB BASED POSTING AND AWARDS\)](#), .01 above, 15-4 (VACATION/STAT WEEK EXCHANGE) and 15-5 (OPEN VACATION/STAT WEEK SYSTEM) no Pilots awarded Vacation/Stat Weeks will be disrupted or changed.

#### **15-4 VACATION/STAT WEEK EXCHANGE**

Subject to Company approval, which shall not be unreasonably withheld, Pilots in the same Position may mutually exchange Vacation/Stat Weeks. Planning of Vacation/Stat Week exchanges during the vacation bid process is not the intent of this clause.

#### **15-5 OPEN VACATION/STAT WEEK SYSTEM**

- .01 All Vacation/Stat Weeks that are not awarded during the bid process or are relinquished as per the Collective Agreement shall be immediately placed into the open Vacation/Stat Week bidding system.
- .02 In the event it is determined that additional Vacation/Stat Weeks are required during the vacation year, these weeks shall be placed into the open Vacation/Stat Week bidding system.
- .03 The Company shall use a real time computerized web based system that is mutually agreed upon by the Association and the Company to facilitate the bidding/exchanging and awarding of open Vacation/Stat Weeks.
- .04 A Pilot who chooses to bid for any open Vacation/Stat Week(s) must submit his bid no later than the first (1<sup>st</sup>) day of each month for any Vacation/Stat Week(s) commencing the following Bid Period through to the end of the current vacation year.
- .05 Open Vacation/Stat Weeks shall be awarded in order of seniority in each Position to those Pilots who bid for them. Open Vacation/Stat Weeks and GDOs shall not be awarded when they carry in from the current month.

**SECTION 15**  
**VACATION AND STATUTORY HOLIDAYS**

- .06 By the fifth (5<sup>th</sup>) of each month the Company shall publish a list of awarded Vacation/Stat Weeks for subsequent months as well as a list of remaining open Vacation/Stat Weeks.
- .07 During the monthly open Vacation/Stat Week bid process a Pilot who already has three (3) weeks of Prime Time Vacation has the following choices;
- a) Exchange one (1) Prime Time Vacation week for another, or
  - b) He shall be awarded Prime Time Vacation weeks in order of seniority only after all other Pilots have had an opportunity to be awarded three (3) Prime Time Vacation weeks.

**15-6 GUARANTEED DAY OFF (GDO)**

A Pilot with three (3) or more consecutive Vacation/Stat days may bid and, if so, shall be awarded a Block that contains up to three (3) GDOs consecutive with each Vacation/Stat Week, or group of consecutive Vacation/Stat Weeks.

**15-7 VACATION/STAT CREDITS**

- .01 For each day in a Vacation/Stat Week the Pilot shall receive Four (4) Credits.
- .02 If a Pilot's Vacation/Stat Credits exceed the monthly maximum in a Bid Period, the Pilot shall have the appropriate number of Vacation/Stat day(s) moved to an adjacent Bid Period, of the Pilot's choice, until the Credit in the Bid Period is equal to or less than the monthly maximum. The moved Vacation/Stat day(s) shall be concurrent with the Vacation Period.
- .03 A Pilot may substitute an awarded Vacation/Stat week for a Vacation Carry In (VCI) Credit by:
- a) Bidding Vacation/Stat week(s) as VCI Credits during the yearly vacation bid. Only entire Vacation/Stat week(s) will be permitted as VCI Credits.
  - b) Indicating which entire week(s) they wish to convert to VCI Credits during their monthly bid.
- .04 The following rules shall apply when using VCI Credits:
- a) The VCI Credit shall be the number of Vacation/Stat days multiplied by four (4) Credits.
  - b) The VCI Credits for Vacation/Stat weeks split between two Bid Periods shall be allotted proportionately.



**SECTION 15**  
**VACATION AND STATUTORY HOLIDAYS**

- c) Reserve Blockholders using VCI Credits shall have their minimum scheduled days off increased by one (1) day for each Vacation/Stat day converted to VCI Credits
- d) Flying Blockholders minimum scheduled days off shall remain at twelve (12).

## **SECTION 16**

### **LEAVES OF ABSENCE**

#### **16-1 GENERAL**

- .01 This Section refers to an LOA requested by a Pilot, which is not related to sickness or injury.
- .02 The Company shall give serious consideration to all requests for LOAs. Such requests shall be in writing and shall include the requested commencement date, duration and reason for the LOA.
- .03 A Pilot returning from leave of absence shall have successfully completed the Transport Canada Instrument Rating written examination, if required so as to be eligible for an instrument rating flight test.
- .04 A Pilot may be granted an LOA for a stated period of up to one thousand eight hundred twenty six (1826) days by the Company without loss of seniority. The Association shall be notified by the Company in writing of all LOAs granted. This notification shall include the commencement and return dates.
- .05 A Pilot who is on an LOA may maintain health, dental, employee/spouse optional life, employee/dependent life and AD&D benefits for a maximum of twenty four (24) months. This shall begin the month following the month in which the LOA commences, and is subject to the terms and conditions of the benefit plan in [Section 20 \(BENEFITS\)](#). The Pilot shall pay all applicable premiums. The payments may be by pre-authorized electronic payment methods.
- .06 A Pilot who is on an LOA may maintain STD/LTD benefits for three (3) months following the month in which the LOA commences, and is subject to the terms and conditions of the benefit plan in [Section 20 \(BENEFITS\)](#). The Pilot shall pay all applicable premiums. The payments may be by pre-authorized electronic payment methods.
- .07 For the first one hundred eighty (180) days of an LOA seniority shall accrue in all aspects including for pay and vacation purposes. For the period of leave between one hundred eighty one (181) days and one thousand eight hundred twenty six (1826) days seniority shall cease to accrue for pay and vacation purposes unless otherwise specified in this agreement.
- .08 In special circumstances, a Pilot may be granted an extended LOA and retain and continue to accrue seniority upon mutual agreement between the Company and the Association.

## **SECTION 16**

### **LEAVES OF ABSENCE**

- .09 Any request for an extension to an LOA must be submitted prior to the expiration of the current LOA. Extensions shall be considered a continuance of the current LOA.
- .10 A Pilot may exercise his bidding rights while on LOA, however if he is a successful bidder he must return from his LOA for training on the date specified by the Company.
- .11 A Pilot on LOA shall not, without prior written permission from the Company and the Association, engage in employment as a Pilot.
- .12 Pilots on LOA shall have access to travel privileges in accordance with the Company Policies.
- .13 In the event of a national emergency, a Pilot volunteering with Company consent, or ordered to extended military service, shall continue to accrue seniority in all aspects.
- .14 An LOA may be granted in conjunction with awarded vacation in accordance with [Section 15-1 \(ENTITLEMENT\)](#).

#### **16-2 MATERNITY LEAVE**

- .01 Notwithstanding TC requirements a female Pilot, at her request, shall be granted up to fifty two (52) Weeks of maternity leave without loss of seniority for each pregnancy. This leave shall be deemed to include the Maternity and Parental Care entitlements of the Canada Labour Code and the provisions of this Collective Agreement. The Pilot must request her leave in writing accompanied by a Doctor's certification of the pregnancy and the estimated date of delivery. Maternity leaves shall be taken in the following manner:
  - a) A Pilot is eligible for maternity leave from the date of the baby's birth. However, the fifty two (52) week allotment shall commence on the first (1<sup>st</sup>) day of the Bid Period following the birth.
  - b) The maternity leave or a portion thereof must be taken first, then;
  - c) Notwithstanding 16-4.05 below, RTBs may be taken at Pilot discretion, a Pilot shall be eligible for two (2) months of RTB for every month of maternity leave not taken. All RTBs must start no later than the month immediately following the end of the Pilot's eligible maternity leave period, and must be taken within the first 25 Bid Periods after the birth of the child, or they may have six (6) Bid Periods of RTB consecutive with their return to work. An additional six (6) Bid Periods may be granted at Company discretion.

## **SECTION 16**

### **LEAVES OF ABSENCE**

- .02 A Pilot returning to flight duty after maternity leave shall provide a certificate from her CAME stating that she is fit for flight duty.
- .03 [Sections 16-1.08](#), .10, .11 and .12 shall apply to maternity leaves.
- .04 Notwithstanding [16-1.05 and .06](#), a Pilot who is on a maternity leave shall, at her discretion, have her benefits maintained and shall be responsible for their portion of the benefit premium.
- .05 Length of Service shall accrue while a Pilot is on maternity leave.

### **16-3 PARENTAL CARE LEAVE**

- .01 A Pilot shall, at his request, be granted up to fifty two (52) Weeks of parental care leave without loss of seniority for each occurrence of birth, adoption, foster or ward custody. This leave shall be deemed to include the Parental Care entitlements of the Canada Labour Code and the provisions of this Collective Agreement. The Pilot must request his leave in writing accompanied by documents verifying the estimated or actual date of birth, adoption, foster or ward custody. parental care leaves shall be taken in the following manner:
  - a) A Pilot is eligible for parental care leave from the date of the baby's birth, adoption, foster or ward custody. However, the fifty two (52) week allotment shall commence on the first (1<sup>st</sup>) day of the Bid Period following the birth, adoption, foster or ward custody.
  - b) The parental care leave or a portion thereof must be taken first, then;
  - c) Notwithstanding [16-4.05 below](#), RTBs may be taken at Pilot discretion, a Pilot shall be eligible for two (2) months of RTB for every month of paternity leave not taken. All RTBs must start no later than the month immediately following the end of the Pilot's eligible paternity leave period, and must be taken within the first 25 Bid Periods after the birth of the child.
- .02 [Sections 16-1.08, .10, .11](#) and .12 shall apply to parental care leaves.
- .03 Notwithstanding [16-1.05 and .06](#), a Pilot who is on a parental care leave shall, at his discretion, have his benefits maintained and shall be responsible for their portion of the benefit premium.
- .04 Length of Service shall accrue while a Pilot is on parental care leave.

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**LEAVES OF ABSENCE**

**16-4 REDUCED TIME BLOCKS (RTB)**

- .01 Reduced Time Blocks (RTB) shall be constructed with a blocking window between forty to forty five (40 – 45) scheduled Credits.
- .02 No less than six (6) Bid Periods per Year the Company shall offer RTB's at a minimum of three percent (3%) per Position, rounded to the nearest whole number.
- .03 RTBs shall be based on a six (6) month outlook, and shall be posted and awarded concurrent with the Position Bid. RTB's shall be awarded for a minimum of two (2) consecutive Bid Periods.
- .04 The Company may offer more than the minimum number of RTBs in .03 above per Position in the following manner:
  - a) Allot them during the bid.
  - b) Open them up for bid during the monthly open RTB bidding process (Standing Bid submitted on the first of the month the month prior, awarded in the published bid package) at Company discretion per Position.
- .05 No Pilot shall have more than six (6) months of RTB in any calendar Year. This may be increased if there are open RTB slots available and there are no Pilots requesting the open slots who have not reached the six (6) month maximum. The process for bidding open RTB slots shall be as follows:
  - a) During the monthly open RTB bid process a Pilot who already has six (6) months of RTB has the following choices:
    - i) Exchange one RTB for another, or
    - ii) He shall be awarded an RTB in order of seniority only after all other Pilots have had an opportunity to be awarded six (6) months of RTB.
- .06 Pilots who are reduced from their Position shall have the right to maintain their RTBs.
- .07 Pilots who are exercising Reinstatement rights shall have the right to reinstate their RTBs.
- .08 A Pilot wishing to opt out of his RTB must advise the Company by the first of the previous month, for the following month. This shall be granted at Company discretion.
- .09 The following shall apply to Reserve:

**SECTION 16**  
**LEAVES OF ABSENCE**

- a) The maximum scheduled Credits in accordance with [Section 8-42.14 \(RESERVE\)](#) shall be forty five (45) Credits.
  - b) A Pilot shall be scheduled for a total of nine (9) Days (inclusive of Vacation/Stats, training, etc) while on an RTB.
- .10 The Following shall apply to Vacation/Stats and Sick Credits:
- a) For the period of time that a Pilot spends on RTB the earned Vacation/Stat days and Sick credits shall be prorated on the basis of fifty percent (50%) of that which they would have earned as a normal block/reserve holder.
  - b) Pilots shall not earn unpaid Vacation/Stat for any time spent on RTB.
  - c) For every three (3) Bid Periods or portion thereof of RTB's that a Pilot works in a calendar Year, their Stat holiday entitlement shall be reduced by one (1) to a maximum reduction of four (4).
- .11 The following shall apply to Benefits, Pension and Allowances:
- a) A Pilot while on an RTB shall pay seventy percent (70%) of the benefit premium.
  - b) A Pilot who transitions to STD during their RTB shall receive reduced STD benefits only for the RTB periods consecutive with the date he transitioned to STD. This reduced benefit shall be based on forty five (45) Credits per month.
  - c) During all subsequent months the Pilot shall receive STD/LTD benefits as per a normal Block/Reserve holder based on eighty five (85) Credits for the remainder of the disability period.
  - d) A Pilot whose STD/LTD begins in a month when he is not on an RTB, shall receive full benefits as if RTB(s) were not awarded. (Benefits shall be based on eighty five (85) Credits for the whole disability period).
  - e) The Pilot shall pay a pension contribution of six percent (6%) of salary based on his reduced block Credit.
  - f) The Pilot's pensionable time shall accrue at decimal five three (.53) months for each month on RTB.
  - g) The Uniform Maintenance Allowance provided for in the Collective Agreement shall be fifty percent (50%) for each Bid Period on RTB.

## **SECTION 16**

### **LEAVES OF ABSENCE**

- .12 Notwithstanding [Section 16-2 \(MATERNITY LEAVE\)](#) and [16-3 \(PARENTAL CARE LEAVE\)](#), the Company is not required to offer RTB's for the first twelve (12) Bid Periods in Positions created as a result of the introduction of a new aircraft type.
- .13 Notwithstanding [Section 16-2 \(MATERNITY LEAVE\)](#) and [16-3 \(PARENTAL CARE LEAVE\)](#), the Company is not required to offer RTB's to Pilots awarded a Vacancy until the next planned Position Bid.

Note:

Any Pilot requiring initial training may be required to defer any RTB's until their training is complete.

#### **16-5 JURY / WITNESS DUTY**

A Pilot required to perform jury duty, appear for jury duty, or appear as a subpoenaed witness (provided this is not for personal interest), shall retain and continue to accrue seniority for all purposes during such absence. A Pilot shall be entitled to paid time off from work under the provisions of [Section 8-18 \(PAID LEAVE/JURY WITNESS DUTY\)](#) however, all monies received from the court for such service, excluding payment for meals, lodging, transportation, and parking, shall be turned over to the Company.

#### **16-6 BEREAVEMENT LEAVE**

- .01 A bereaved Pilot shall be entitled to paid time off from work under the provisions of [Section 8-18 \(PAID LEAVE/JURY WITNESS DUTY\)](#) on the occasion of a death in their family as outlined below:
- a) For the purpose of this section, a spouse shall be considered as, spouse or same sex partner, either by marriage or common-law. The reference to a relative in c) below shall include step or in-law relatives.
  - b) In the case of the death of a spouse or child, the Pilot is entitled to a leave of seven (7) consecutive Calendar Days commencing on the day immediately following the day of notification of death. Scheduled working days falling within this period shall be treated as paid days of leave.

## **SECTION 16**

### **LEAVES OF ABSENCE**

- c) In the case of the death of a parent, grandparent, grandchildren, brother or sister, or any relative permanently residing in the Pilot's household or with whom the Pilot resides the Pilot is entitled to a leave of five (5) consecutive Calendar Days commencing on the day immediately following the day of notification of death. Scheduled working days falling within this period shall be treated as paid days of leave.
  - d) In the event of the death of an aunt, uncle or cousin, the Pilot is entitled to a paid leave of one (1) Calendar Day to be taken on the day of the funeral or on the day immediately following the day of notification of death.
- .02 Bereavement leave may be extended with the approval of the Vice-President, Operations or his designate.
- .03 On the occasion of the death of a relative, the Pilot must advise Crew Scheduling, or his Chief Pilot Line Operations (CPLO) of the Pilots region by direct communication, of the requirement for such time off for bereavement.
- .04 In the application of paragraphs .01 b) thru d) above, one separate day off shall be granted for the cremation or burial ceremony; however this shall not result in an increase in the number of working days absent that the Pilot is entitled to.

#### **16-7 COMPASSIONATE LEAVE**

A Pilot may be granted an LOA with pay under the provisions of [Section 8-18 \(PAID LEAVE/JURY WITNESS DUTY\)](#) for compassionate reasons or for other reasons deemed to valid by the Company. This leave shall not be unreasonably denied. The duration of such leave shall be at the discretion of the Vice-President, Operations or his designate.

#### **16-8 RETURN TO SERVICE**

- .01 A Pilot returning from an LOA shall exercise his seniority in accordance with [Section 5-11 \(RETURN TO SERVICE\)](#). If training is required, the Pilot shall be paid in accordance with [Section 10-6 \(QUALIFICATION EXPIRED\)](#). A Pilot shall rebid his Vacation/Stat Weeks in accordance with [Section 15-1.14 \(ENTITLEMENT\)](#). If required to relocate, the Pilot shall be entitled to moving and expense benefits as he would have been entitled to had he transferred when not on leave.
- .02 Notwithstanding [Section 16-1.10](#) above, a Pilot granted an LOA for a specified period of time may return to work before the approved date only with the written approval of the Company and the Association.



## **SECTION 16**

### **LEAVES OF ABSENCE**

TYPE OF LEAVE	DURATION	PAY VACATION INCREMENTS	VACATION/STAT ENTITLEMENT	SYSTEM SENIORITY	SICK LEAVE CREDITS	DENTAL	MAJOR MEDICAL	LIFE INSURANCE	STD/LTD	PENSION Service & Contribution
LOA	1826 days	Retain. Accrue for 180 days	Retain No Accrual	Retain & Accrue for 1826 days	Retain & No Accrual	(Optional) Pilot Pays	(Optional) Pilot Pays	(Optional) Pilot Pays	(Optional) Pilot Pays	Retain & No Accrual
Maternity/ Parental Care	Up to 12 months	Retain & Accrue	Retain & Accrue without pay No Stat accrual	Retain & Accrue	Retain & No Accrual	Normal	Normal	Normal	Normal	Normal
Bereavement/ Compassionate	Per 16-6	Retain & Accrue	Retain & Accrue with pay	Retain & Accrue	Retain & Accrue	Normal	Normal	Normal	Normal	Normal
Layoff or leave to avoid layoff	Up to 10 years	Retain. Accrue for 180 days	Retain No Accrual	Retain & Accrue	Retain No Accrual	(Optional) Pilot Pays	(Optional) Pilot Pays	(Optional) Pilot Pays	(Optional) Pilot Pays	Retain & No Accrual

## **SECTION 17**

### **MEDICAL EXAMINATIONS**

#### **17-1 GENERAL**

- .01 Except for the initial medical examination for newly hired Pilots, the medical standards for Pilots shall be no more restrictive than those standards set forth in the Transport Canada regulations as being required to maintain an Airline Transport Pilot License, including any waiver policies adopted by Transport Canada.
- .02 The Company shall not conduct drug or alcohol testing except for cause, the sole exception being any regulatory requirement imposed by a governing body.

#### **17-2 TRANSPORT CANADA REQUIRED MEDICAL EXAMINATIONS**

- .01 The choice of the CAME shall be at the sole discretion of the Pilot.
- .02 Upon completion of a successful medical examination for the renewal of a Medical Certificate, the CAME shall advise the Company that the Pilot has been assessed as Fit. No other medical details shall be provided.

#### **17-3 COMPANY REQUIRED MEDICAL EXAMINATIONS**

- .01 Should the Company have reason to believe that a Pilot may be unfit to carry out his duties due to the impairment of his health or physical condition, he shall be held out of service in accordance with [Section 8-19 \(HELD OUT OF SERVICE\)](#) and the Company may require him to undergo a medical examination with a CAME.
- .02 Any Pilot required by the Company to undergo a medical examination in accordance with .01 above shall be notified in writing as to the reasons for the requirement. The MEC Chairman shall be copied in writing within twenty four (24) hours.
- .03 A Pilot required to undergo a medical examination in accordance with .02 above shall make an appointment within seven (7) Calendar Days, to complete a medical examination as soon as practicable, with the CAME of his choice. The Pilot shall present the CAME with the notification in .01 above. The CAME's signature shall provide verification that he has reviewed the notification.
- .04 The Pilot shall provide his medical status (fit or unfit) and the verified notification in .03 above, to the Company upon completion of the medical examination.
- .05 The Pilot shall be credited in accordance with [Section 8-19 \(HELD OUT OF SERVICE\)](#), until such time as his medical status is received and then;
  - a) If it is determined that the Pilot is fit he shall be returned to service, or

## **SECTION 17**

### **MEDICAL EXAMINATIONS**

- b) If it is determined that the Pilot is unfit, then the Pilot's sick bank shall be deducted for the time lost, up to the STD transition date, to a maximum of eighty five (85) credits.

#### **17-4 FEES AND MEDICAL EXPENSES**

The costs of medical examinations, medical licensing fees, inoculations and other medical expenses incurred by a Pilot to maintain his license(s) shall be borne by the Company. Wherever possible the Company will establish a direct billing account to cover the medical licensing fees. Where direct billing is not possible medical fees will be paid by the Pilot and submitted as an expense.

#### **17-5 RECORDS**

Any information obtained by, or as a result of, a medical examination shall be strictly confidential between the CAME and the Pilot and shall not be divulged to any other person without the written permission of the Pilot.

## **SECTION 18** **SICK LEAVE**

### **18-1 GENERAL**

- .01 Sick leave shall mean the period during which a Pilot is unfit to report for duty. During this period the Pilot shall receive Credits in accordance with [Section 8-17 \(SICK LEAVE\)](#).
- .02 All benefits and entitlements shall continue to accrue while on sick leave, until such time as the Pilot transitions to Short Term Disability (STD).
- .03 No Pilot shall be required to provide a doctor's certificate except where the period of unfitness is three (3) consecutive Days or more for which sick benefits are paid and the Company has a reason to doubt the validity of absence.
- .04 All cost associated with obtaining a doctor's certificate shall be paid by the Company.

### **18-2 ENTITLEMENT**

- .01 On January 1<sup>st</sup> of each Year, all Active Pilots employed with the Company shall be entitled to and be credited with an additional eighty five (85) Credits of sick leave to a maximum bank of one hundred seventy (170) Credits.
- .02 Pilots transitioning from line flying to an LOA or layoff shall have their sick leave bank deducted on a pro rata basis of seven point one (7.1) Credits per month for each full month remaining in the current Year. Under no circumstances shall the Company reduce a Pilot's sick leave bank to a negative entitlement. No other deduction shall be made from the Pilot's sick leave bank except in accordance with [Section 8-17 \(SICK LEAVE\)](#).
- .03 Pilots who are on STD or LTD shall retain their current sick leave bank Credits while on STD or LTD.
- .04 Pilots returning to active service in accordance with [Section 5-11 \(RETURN TO SERVICE\)](#), from layoff or Pilots commencing employment after January 1st shall be entitled to seven point one (7.1) Credits of sick leave for each month, or part thereof, remaining in the Year.

### **18-3 APPLICATION**

- .01 When a Pilot reports to the Company that he is unfit, his sick leave bank shall be deducted in accordance with [Section 8-17 \(SICK LEAVE\)](#).

## **SECTION 18**

### **SICK LEAVE**

- .02 After thirty (30) continuous Days on sick leave for the same illness or injury, the Pilot shall transition to the Short Term Disability Benefit Plan, subject to the provisions of the waiting period of the Plan.
- .03 A Pilot who has reported unfit and subsequently transitions to STD, and who has Vacation/Stat days scheduled within his sick leave period, shall have these Vacation/Stat days cancelled. Upon return to service he shall then rebid the Vacation/Stat days in accordance with [Section 15-5 \(OPEN VACATION/STAT WEEK SYSTEM\)](#). Credit equal to the cancelled Vacation/Stat days shall be deducted from the Pilots sick leave bank.
- .04 Any unused sick Credits from a Pilot's sick leave bank may be used at the Pilot's discretion immediately prior to retirement.

#### **18-4 WORKPLACE INJURY OR ILLNESS**

- .01 While engaged in Company Operations, a Pilot who becomes unfit shall receive appropriate medical treatment. Any medical expenses in excess of the benefit of the health care plan shall be borne by the Company. Unless restricted from travel by a medical practitioner, the Pilot shall be returned by the Company to his Base. In the instance where the Pilot's Base is not his Domicile he shall be returned to his Domicile, if no significant additional cost is incurred.
- .02 When the applicable WCB has determined that a Pilot is unfit as result of a workplace illness or injury, he shall have any deducted sick leave Credits returned to his sick bank. This provision shall also apply to recurrences of disabilities resulting from the original illness or injury as long as the Pilot is an employee of the Company.
- .03 A Pilot shall endorse to the Company any payments received by him from WCB for the first thirty (30) days of sick leave within twenty one (21) days of receipt of the payments.

#### **18-5 RETURN TO DUTY FROM SICK LEAVE**

- .01 When a Pilot advises Crew Scheduling that he is fit to return to duty from sick leave, the following shall apply;
  - a) The Pilot shall assume his Pairing if crew scheduling has been notified prior to 1600 L the Day before his Pairing originates.

## **SECTION 18**

### **SICK LEAVE**

- b) Any time after 1600 L the day before his pairing originates;
    - i) The Pilot shall be returned to his pairing after the book on, and his sick leave bank shall only be deducted for duty not operated on the day of book-on, he shall be assigned in the following order;
      - (a) The Pilot shall be returned to his Pairing when it originates or cycles through his Base.
      - (b) In the event that the Pilot's Pairing does not cycle through his Base, Crew Scheduling shall return the Pilot to his originally scheduled Pairing where possible.
      - (c) If (a) or (b) above are not possible, the Pilot shall be subject to Reassignment in accordance with [Section 8-36 \(REASSIGNMENT\)](#).
      - (d) If (a), (b) or (c) are not possible, the Pilot shall be assigned to a Reserve Duty Period. On a single day pairing or the last day of a multi day pairing, a pilot can only be assigned reserved duty that must finish no later than his originally scheduled pairing, any assigned duty must finish no later two (2) hours past his originally scheduled pairing.
- .02 By mutual agreement between the Pilot and Crew Scheduling the Pilot may be reassigned or assigned to reserve.

### **18-6 SENIORITY**

A Pilot who is on sick leave, Workers Compensation, or loses his license due to medical reasons, shall continue to accrue seniority for all purposes and shall not have his name removed from the Pilot system seniority list.

**SECTION 19**  
**MISSING AND INTERNMENT**

**19-1 MISSING HIJACKING/INTERNMENT/HOSTAGE/PRISONER OF WAR**

- .01 No Pilot will be forced by the Company to operate into any area excluded from coverage under the Company's Insurance Policy.
- .02 Any Pilot who, while engaged in the Company's Operations is reported missing, or is interned, captured, held as a hostage or as a prisoner of war, shall be entitled to continuance of all pay, rights, benefits and privileges until he is able to resume work, his death is established in fact or his death is reasonably presumed to have occurred.

Note 1:

For the purposes of this section, Company operations shall be defined as the time of Check In at the Pilot's Base to Check Out at the Pilot's Base.

- .03 With reasonable presumption of death, the Company shall cause to be paid death benefits provided for in this Agreement to the Pilot's designated beneficiaries.
- .04 The Compensation shall be credited to the Pilot and disbursed in accordance with his written directions. The Company shall require such written directions from each Pilot using the form set out in [Section 19-2 \(FORM LETTER\)](#).
- .05 Any payments due to the Pilot under this Section, which are not covered by a written direction as above requested, shall be held by the Company for any such Pilot in an interest bearing account in the Pilots' name. In the event of reasonable presumption of a Pilot's death, all monies shall be paid to the legal representative of his estate.
- .06 Any amounts credited to the account of a Pilot or paid to his beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the Pilot even though it is established that such payments were made after the death of the Pilot, nor shall such amounts be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.
- .07 Pilots shall maintain and continue to accrue seniority for all purposes, during any period applicable in accordance with .02 above. His return shall be governed as if he had been on a leave of absence in accordance with [Section 5-11 \(RETURN TO SERVICE\)](#).

**SECTION 19**  
**MISSING AND INTERNMENT**

**19-2 FORM LETTER**

**To: Jazz Aviation LP.**

DATE:

You are hereby directed to pay all monthly compensation allowable to me, while missing, under the terms of Section 19 (MISSING AND INTERNMENT) of the Collective Agreement or any subsequent specific agreement between Jazz Aviation LP and the Airline Pilots in the service of Jazz Aviation LP as follows:

\_\_\_\_\_ % per month to \_\_\_\_\_  
Name

\_\_\_\_\_  
Address  
as long as living.

\_\_\_\_\_ % per month to \_\_\_\_\_  
Name

\_\_\_\_\_  
Address  
as long as living.

The balance, if any, and any amounts accruing after death of all persons in the above designation shall be held for me or, in the event of my death before receipt thereof, 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 modification shall become effective upon receipt of such letter.

Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

\_\_\_\_\_  
Pilot's Signature



## **SECTION 20**

### **BENEFITS**

#### **20-1 GENERAL**

- .01 This Section shall represent the minimum standards of coverage available to all Pilots of Jazz Aviation LP. The Great West Life Master Agreement provided by the Company on July 1, 2010 to the Association, shall form the basis for all coverage and shall be subservient to the Collective Agreement. The attached Master Agreement is effective July 1, 2010 and represents the benefits and provisions in force on this date.
- .02 The Company may change its insurance underwriters(s) at any time provided that there is no decrease of the insurance benefits as outlined in this Section. The Company shall provide the Association with thirty (30) Calendar Days notice of any premium cost change. They shall also, at the same time, provide the Association with documentation to support such change.
- .03 The Company shall inform the Association of the costs per Pilot for each of the below mentioned insurance benefits.
- .04 Any layoff of one (1) calendar month or less shall not result in any interruption of benefits to the Pilot(s).
- .05 All Pilots shall receive all benefits during any period of Short or Long Term Disability and during maternity/parental leave. The cost for such benefits shall be carried by the Company except during maternity/parental care leave, where the Pilot shall pay their portion of the premiums.
- .06 Disability as a result of alcoholism, drug addiction, mental disorder or nervous affliction, shall be treated as an illness provided the Pilot is undergoing an approved rehabilitation.
- .07 The total cost of all insurance plans and benefits shall be shared by the Pilots and the Company; the Pilots' share being fifty percent (50%) of the cost; the Company's share being fifty percent (50%) of the cost, except where otherwise specified herein. The Company shall allocate the Pilots share of the cost of the insurance plan towards one hundred percent (100%) of the STD premium subject to Revenue Canada guidelines and limits.
- .08 Pilots whose names appear on the Jazz Pilot System Seniority List shall compose the applicable group used in determining group insurance benefits and premiums and shall not be changed without the written consent of the Association.

## **SECTION 20**

### **BENEFITS**

- .09 In the event of a dispute between the Pilot/Association and the insurance underwriter(s) concerning the payment of benefits under any such policies or plans, the Company will, if requested by the Pilot/Association, discuss the matter with the insurance underwriter(s) as the case may be in an attempt to adjust or settle the dispute. The Pilot/Association will be advised accordingly. In the event the dispute involves the Company's failure to arrange for the necessary coverage of benefits as outlined in this section with the result that the Pilot is denied coverage under the plan(s) by the carrier(s), or the coverage provided is not to the extent required, the Company will be responsible for providing the benefit(s).
- .10 The Company agrees to increase involvement in expedited diagnostic and medical services for Pilots as required on a cost effective basis.
- .11 The maximum payable for each benefit listed in GWL master agreement shall increase two percent (2%) per year.

#### **20-2 ILLNESS OR INJURY INCOME REPLACEMENT PLANS**

- .01 It is agreed that the illness or injury income replacement coverage for Pilots shall be as follows:
- a) Day 1 to 30 inclusive:  
Company sick leave in accordance with [Section 18 \(SICK LEAVE\)](#) of the Collective Agreement.
  - b) Day 31 to 365 inclusive:  
Company Short Term Disability Insurance Plan (STD) to cover a Pilot who is wholly and continuously disabled due to an illness or bodily injury, and as a result, is not physically or mentally fit to perform the essential duties of his normal occupation.
  - c) Day 366 to Year 6 inclusive:  
Company Long Term Disability Insurance Plan (LTD) to cover a Pilot who is wholly and continuously disabled due to an illness or bodily injury, and as a result, is not physically or mentally fit to perform the essential duties of his normal occupation.

Note:

For clarification purposes, the definition of total disability during the normal occupation period is:

During the qualifying period and the succeeding sixty months (60), a Pilot is totally disabled when he is wholly and continuously disabled due to illness or bodily injury, and as a result, is not physically or mentally fit to perform the essential duties of his

## **SECTION 20**

### **BENEFITS**

normal occupation. The loss of the privilege of the Medical Certificate for medical reasons is considered in the same manner as total disability during this period.

- d) Year 7 to normal retirement:

Company Long Term Disability Insurance Plan (LTD) to cover a Pilot who is wholly and continuously disabled due to an illness or bodily injury, and as a result, is not physically or mentally fit to perform the essential duties of his normal occupation and any other occupation, jobs or work for which he is, or becomes qualified by his education, training or experience, considered collectively or separately.

- .02 The level of benefits to be provided by the Short Term Disability (STD) insurance plan will be as follows:

- a) Sixty percent (60%) of gross salary, calculated on eighty five (85) Credits per month at the Pilot's current hourly rate to a benefit limit of seventeen hundred dollars (\$1,700) a week. The benefit limit shall be increased by two percent (2%) on July 1, 2015 and each July 1 thereafter. In the event that a Pilot transitions to STD part way through a Bid Period then the proration the Pilot shall receive will be DSC for each day of the transitional Bid Period.
- b) A Pilot may receive up to eighty five percent (85%) of his pre-disability earnings in combined level of benefits or payments resulting from the Pilot's disability from all sources without offset by the Company Short Term Disability Insurance Plan. It is understood that in no event will the level of combined benefits or payments resulting from a Pilots disability exceed eighty five percent (85%) of the Pilot's pre-disability income unless on an approved rehabilitation program. While on an approved rehabilitation program, the all-source maximum is increased to one hundred percent (100%) of pre-disability income.
- c) Pilots shall be allowed to draw sick Credits from the sick bank in accordance with [Section 18 \(SICK LEAVE\)](#) to top up their STD benefit to a maximum of eighty five percent (85%).
- d) There shall be no reduction or offset to the STD benefit until such time as all income earned as a result of the Pilot choosing to work for the Company for remuneration or profit, equals one hundred percent (100%) of his gross pre-disability earnings.

## **SECTION 20**

### **BENEFITS**

- e) Pilots transitioning from benefits in accordance with [Section 18 \(SICK LEAVE\)](#) to the Short Term Disability Insurance in accordance with Section 20 (BENEFITS), shall have his level of eligible benefits temporarily maintained by the Company when his claim for STD has been delayed or not approved, provided the Pilot has taken reasonable efforts to submit the required documentation within thirty (30) days of having been sent the forms. The Company shall maintain these benefits for any period of delay up to sixty (60) calendar days from the date the Pilot is no longer eligible to receive benefits in accordance with [Section 18 \(SICK LEAVE\)](#), subject to a completion of an assignment form in which the Pilot agrees to reimburse the Company in full for any benefits paid under this paragraph. The Company shall inquire within fourteen (14) days of being eligible for STD as to whether the Pilot has received his STD benefit. If the Pilot has not received his STD benefit the Company shall invoke this clause and provide the Pilot with an advance forthwith.
  - f) Pilots whose receipt of benefits has been interrupted shall have his level of eligible benefits temporarily maintained for up to sixty (60) days by the Company until such time as his STD benefit is recommenced, provided the Pilot has submitted the required documentation. The Company shall maintain these benefits for the period of interruption, subject to a completion of an assignment form in which the Pilot agrees to reimburse the Company in full for any benefits paid under this paragraph.
  - g) Pilots who may be eligible for benefits under the Short Term Disability Insurance Plan shall, as soon as practicable, advise the Company. The Company and the Association shall take all reasonable steps to assist and ensure that a Pilot completes all required documentation and medical evaluations necessary to expedite his claim under the Short Term Disability Insurance Plan during the [Section 18 \(SICK LEAVE\)](#) period or the period the Company is maintaining the Pilots benefits under paragraph e) or f) above.
- .03 The level of benefits to be provided by the Company Long Term Disability Insurance Plan (LTD) will be as follows:
- a) Seventy percent (70%) of gross salary, calculated on eighty five (85) Credits per month, at the Pilot's current hourly rate to a benefit limit of seven thousand seven hundred dollars (\$7,700) per month. The benefit limit shall be increased by two percent (2%) July 1, 2015 and each July 1<sup>st</sup>.thereafter.

## **SECTION 20**

### **BENEFITS**

- b) A Pilot may receive up to ninety percent (90%) of his pre-disability earnings in combined level of benefits or payments resulting from the Pilot's disability from all sources without offset by the Company Long Term Disability Insurance Plan. It is understood that in no event will the level of combined benefits or payments resulting from a Pilots disability exceed ninety percent (90%) of the Pilot's pre-disability income unless on an approved rehabilitation program. While on an approved rehabilitation program, the all-source maximum is increased to one hundred percent (100%) of pre-disability income.
  - c) There will be an offset of fifty percent (50%) of any income resulting from the Pilot's disability if, on or after the date the Pilot became disabled, he begins to receive such benefits or payments, or would be entitled to receive them had he made satisfactory application, until the level of combined benefit and earned income reaches ninety percent (90%) of the Pilot's pre-disability income.
  - d) There shall be no reduction or offset to the LTD benefit until such time as all income earned as a result of the Pilot choosing to work for the Company for remuneration or profit, equals one hundred percent (100%) of his gross pre-disability earnings.
  - e) All Green Circled Pilots on LTD shall continue to accrue credited service in the Jazz Defined Benefit Pension Plan. Any cost associated with this shall be borne by the Company. However, any Green Circled Pilot, whose first day of illness or injury is after January 30<sup>th</sup> 2015 shall pay their monthly required pension contribution up to a maximum three hundred thirty dollars (\$330).
  - f) Pilots whose receipt of benefits has been interrupted shall have his level of eligible benefits temporarily maintained for up to sixty (60) days by the Company until such time as his LTD benefit is recommenced, provided the Pilot has submitted the required documentation. The Company shall maintain these benefits for the period of interruption, subject to a completion of an assignment form in which the Pilot agrees to reimburse the Company in full for any benefits paid under this paragraph.
- .04 A Pilot who is unfit due to an occupational injury or illness and is entitled to receive benefits from the Workplace Safety and Insurance Board (WSIB) shall be entitled to benefits in accordance with [Section 18-4 \(WORKPLACE INJURY OR ILLNESS\)](#).

## **SECTION 20**

### **BENEFITS**

#### **20-3 DENTAL PLAN**

- .01 The Dental Plan will provide for one hundred percent (100%) coverage for Routine and fifty percent (50%) for Major services
- .02 Orthodontic coverage shall be fifty percent (50%) to a maximum of two thousand dollars (\$2000) per lifetime per member. In the case of family members, they shall be at a level of fifty percent (50%) to a maximum of two thousand dollars (\$2000) per lifetime per family member.
- .03 One (1) month of service is required for eligibility to the dental plan.

#### **20-4 EXTENDED HEALTH CARE**

- .01 The Company's insurance plan(s) shall include additional coverage for home care costs in lieu of hospitalisation.
- .02 Eye examinations shall be covered to a maximum of seventy five dollars (\$75) per two (2) years per plan member. In the case of Pilots who have family members on the plan they also will be allowed seventy five dollars (\$75) per two (2) years per dependent.
- .03 Vision care will be included to a maximum of three hundred fifty dollars (\$350) per two (2) years per plan member. In the case of Pilots who have family members on the plan they also will be allowed three hundred fifty dollars (\$350) per two (2) years per dependent.
- .04 Hearing Aids will be included to a maximum of one thousand dollars (\$1000) per ear once every five (5) years.
- .05 Deductible for Extended Health Care; twenty five dollars (\$25) Single and Family per Calendar Year.
- .06 Professional Paramedical services shall include one hundred percent (100%) (no deductible) coverage as follows:
  - a) Up to a total payment of seven hundred and fifty dollars (\$750) per person per calendar Year for each practitioner which will include but not limited to Massage therapist, Acupuncture/Acupressure therapist.
  - b) Up to a total payment of one thousand dollars (\$1000) per person per calendar Year for all paramedical practitioner which will include but not limited to Podiatrist, Chiropodist, Chiropractic, Osteopath, Naturopath.

## **SECTION 20**

### **BENEFITS**

- c) Unlimited coverage for Psychologist or Social Worker, Speech Therapist, Physiotherapist, Occupational Therapist, Athletic Therapists, Dieticians and Audiologists.
- d) In the case that these services are partially covered by some provincial health plans, the plan will cover the difference between the amount paid under any provincial health plan for services and the benefit that would otherwise be payable pursuant to the extended health care plan.

#### **20-5 GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE**

- .01 Group life insurance shall be provided by the Company to the level of three hundred percent (300%) of the Pilot's annual earnings to a maximum of four hundred thousand dollars (\$400,000). AD & D insurance shall also be provided by the Company to the level of three hundred percent (300%) of the Pilot's annual earnings to a maximum of four hundred thousand dollars (\$400,000). AD & D death benefits will be no less than one hundred percent (100%) of the group life benefit.–
- .02 Dependent Life insurance shall be provided in the amount of ten thousand dollars (\$10,000) for a spouse and five thousand dollars (\$5,000) for a dependent child provided the entire premium is to be paid by the Pilot.
- .03 The Company shall also make available optional group life insurance coverage to be paid for by the member in increments of ten thousand dollars (\$10,000) to a maximum of four hundred thousand dollars (\$400,000).

#### **20-6 PROVINCIAL HEALTH CARE**

The Company shall pay the premium for provincial health care.

#### **20-7 VACATION ACCRUAL**

- .01 Pilots on sick leave shall retain and accrue paid vacation entitlements during day 1 to day 30 inclusive.
- .02 Pilots on Short Term Disability (STD) will retain and accrue vacation entitlements during day 31 to day 365 inclusive. These entitlements shall be unpaid.
- .03 Pilots on Long Term Disability (LTD) will retain and accrue vacation entitlements from day 366 to year 6 inclusive. These entitlements shall be unpaid to a maximum of one (1) year's allotment.

## **SECTION 20**

### **BENEFITS**

- .04 Pilots eligible for the applicable provincial Workplace Safety and Insurance Board (WSIB) benefits will retain and accrue paid vacation entitlements. The Pilot will be able to take one year's entitlement upon return to active service and the remaining vacation will be paid out.

#### **20-8 RETURN TO DUTY FROM DISABILITY**

In an effort to coordinate the proper reinstatement of a Pilot returning from Short or Long Term Disability, the following procedure shall be used:

- .01 It is the Pilot's responsibility to notify the Company and the Association, in writing, immediately upon:
- a) Being assessed fit for duty by an approved Civil Aviation Medical Examiner (CAME) or being advised of a date when he will be fit for duty, or
  - b) In the case where the Pilot has lost his medical certification, being assessed fit by the appropriate Transport Canada licensing authority.
- .02 Upon such notification, the Company shall place the Pilot on active status on the date provided by the Pilot. Should Long Term Disability (LTD) coverage cease between the time a Pilot is assessed fit and when he receives his medical certification, the Pilot will be put on active status for pay purposes. The Pilot shall not be placed on active status retroactively or if he is otherwise not contractually entitled to be on active status.
- .03 The Company shall notify the Association of the change to active status within five (5) working days of being notified by the Pilot.

#### **20-9 RETIREE BENEFITS**

A Pilot who has reached the normal retirement age or Pilots who elect early retirement upon reaching a minimum of age fifty (50) may convert their group insurance plan to an individual plan provided he meets eligibility requirements and application deadlines. The Pilot shall bear the full premium cost should the Pilot choose to convert benefits beyond their retirement date.



## **SECTION 20** **BENEFITS**

### **20-10 BENEFIT QUICK REFERENCE INFORMATION CHART**

TYPE OF LEAVE	DURATION	PAY INCREMENTS	VACATION ENTITLEMENT	SYSTEM SENIORITY	SICK LEAVE CREDITS	DENTAL	MAJOR MEDICAL	LIFE INSURANCE (INDEXED TO COLLECTIVE AGREEMENT)	PENSION (INDEXED TO COLLECTIVE AGREEMENT)
SICK LEAVE	Day 1 - 30 Inclusive	Retain & Accrue	Retain & Accrue with Pay	Retain & Accrue	Retain & Accrue	Normal	Normal	Normal	Normal
SHORT TERM DISABILITY	Day 31 to Day 365 inclusive	Retain & Accrue	Retain & Accrue Vacation Day 31 to 90 with Pay Day 91 to 365 No Pay (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company	Normal
LONG TERM DISABILITY	Day 366 – until no longer on LTD	Retain & Accrue	Retain Vacation Accrue Vacation without Pay (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company	Normal <a href="#">See 20-2.03 e</a>
WORKERS COMPENSATION	Indefinite	Retain & Accrue	Retain Vacation Accrue Vacation with Pay (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company	Normal

NOTE: This document is for quick reference purposes only.

Language contained in the main body of the Collective Agreement shall apply.

## **SECTION 21** **MOVING**

### **21-1 GENERAL**

- .01 Any Pilot who is authorized to change his Base in accordance with this Section shall be entitled to no less than two (2) Travel Days Off (TDO) following his last actual working Day at his Previously Awarded Base. If required, 2 TDO's shall be preplanned by Crew Planning to ensure a minimum of 2 days off prior to the first duty at his new base. In the event that the distance traveled between the two (2) Bases exceeds one thousand (1,000) kilometers, he shall be further entitled to one additional TDO for each seven hundred and fifty (750) kilometers or fraction thereof. These (TDO's) may be awarded at the Pilots discretion. If a Pilot chooses to use these travel Days they shall be pre-blocked on the Pilot's monthly schedule.
- .02 The Pilot, his spouse and dependents shall be entitled to a minimum of two (2) positive space return trips (e.g. house hunting) by air to his new Base. It is expected that these trips shall be done during the Pilot's scheduled Days Off or between assignments. In addition, the Pilot, his spouse and dependents shall be allowed to travel, at Company expense, once by personal automobile or by train or Company space available air transportation to his new Base.

### **21-2 MOVING PROVISIONS**

- .01 In order to qualify for the provisions of Section 21-1.01 (GENERAL), Section 21-2 (MOVING PROVISIONS), 21-3 (VOLUNTARY MOVE), 21-4 (INVOLUNTARY MOVE) and 21-5 (INVOLUNTARY MOVING EXPENSES) a Pilot must move to a new Domicile (principle residence) located at least forty (40) kilometers closer to his new Base as per provisions of the Revenue Canada income tax guide. In no case shall the expenses incurred exceed the cost of moving the Pilot the distance between his previously awarded base and his awarded base. All provisions must be taken no later than two (2) Years after the commencement of duties at the new Base.
- .02 To allow a Pilot time to establish his new Domicile, in addition to [21-1.01\(GENERAL\)](#) above, he shall receive a single period of seven (7) Calendar Days (Moving Days) free from all duties without loss of pay. These Days may be prior to or after the commencement of duties at the awarded Base, at a time deemed necessary by the Pilot. These Moving Days shall be placed on a Pilot's schedule prior to Block construction. The Pilot shall receive Daily Standard Credit for each of the above seven (7) Calendar Days. Where an unforeseen circumstance warrants, a Pilot requiring his Moving Days after the Blocks have been constructed, shall receive credit for any Duty Period(s) dropped as if flown according to schedule, in lieu of Daily Standard Credit for the seven (7) Calendar Day period.

## **SECTION 21**

### **MOVING**

- .03 A Pilot may relocate up to two (2) vehicles to his new Base using one or both of the following methods. The Pilot shall be reimbursed an amount equal to but not exceeding the preferred mode of transportation selected by the Company:
- a) A Pilot may drive the vehicles and shall be reimbursed as per the Company Expense Policy.
  - b) A Pilot may have the vehicles shipped. The Company shall furnish positive space air transportation for such Pilots and the members of their immediate family. On arrival at the new Domicile automobiles may be rented as per the Company expense Policy while the Pilot's automobiles are shipped.
  - c) Expenses for travel in a) above, shall be reimbursed for the Pilot, his spouse and each dependent family member, including meal allowances (one incidental per family shall be paid) in accordance with [Section 12 \(MEALS AND DAILY INCIDENTAL ALLOWANCES\)](#), hotel room(s) as necessary for the Pilot and/or his family with a limit of four persons per room, and reasonable laundry/dry cleaning expenses during the period of transportation to his new Domicile. Hotels and laundry/dry cleaning expenses shall be supported by receipts.
- .04 New hires shall be entitled to the provisions of [Section 21-1.01\(GENERAL\)](#) and a maximum of four (4) days at DSC provided in [Section 21-2.02 \(MOVING PROVISIONS\)](#)
- .05 Under extenuating circumstances, the Vice-President, Operations may authorize further special arrangements.
- .06 A Pilot, who is eligible for an Involuntary Move ([Section 21-4](#)) and has not claimed moving expenses, shall be able to claim equivalent expenses on a subsequent move if that move takes place within two (2) years from the Effective Date of the Previously Awarded Position. However, the distance component of the subsequent move shall not exceed the distance component applicable to the original Involuntary Move. The subsequent Voluntary Move is subject to [Section 21-2.01 \(Moving Provisions\)](#).
- .07 For the purpose of [Section 21-4 \(INVOLUNTARY MOVE\)](#) the Effective Date of the Previously Awarded Position shall be used in determining the commencement of the two (2) year period.

## **SECTION 21** **MOVING**

### **21-3 VOLUNTARY MOVE**

Successful bidders on all permanent Positions as contemplated in [Section 5 \(FILLING OF ASSIGNMENTS\)](#) shall only be reimbursed by the Company for moving expenses covered in [Section 21-1 \(GENERAL\)](#) and [21-2\(MOVING PROVISIONS\)](#) above.

### **21-4 INVOLUNTARY MOVE**

.01 Pilots who qualify in accordance with a), b), c) or d) below, shall be entitled to the provisions of [Section 21-1 \(GENERAL\)](#), [21-2\(MOVING PROVISIONS\)](#) and [21-5 \(INVOLUNTARY MOVING EXPENSES\)](#).

a) Base Closure: In the event that a Base is closed, the Pilot complement at such Base who are entitled by seniority to transfer to another Base.

b) Base Displacement: A Pilot who is forced to change his Base to maintain his Status or employment.

c) Forced Move:

i) A laid off Pilot who is forced to change his Base because he has been awarded a Position at another Base in accordance with [Section 6 \(LAYOFF AND RECALL\)](#), and any Pilot transferred from one Base to another to fill a permanent Position, but who has not volunteered for such transfer by way of a bid.

ii) Successful bidders on Pilot Vacancies to a newly established Base or a re-established Base shall be considered to have been moved at the Company's request. A Base shall be considered new for one (1) Year following its establishment.

iii) Successful bidders on Positions at a Company Base which were created as a result of corresponding reduction of Pilot staffing at another Company Base, shall be considered as having been moved at the Company's request.

d) Bid Cancellation - In the event a Pilot relocates his Domicile as a result of a published bid award and the bid is subsequently cancelled.

.02 Before commencing the move, the Pilot shall advise the Company Relocation Coordinator of his intent to move, who shall co-ordinate all moves allowed under this Section with Company approved vendors.

## **SECTION 21**

### **MOVING**

#### **21-5 INVOLUNTARY MOVING EXPENSES**

- .01 A Pilot shall be allowed actual costs of moving household and personal effects, including packing and unpacking up to a maximum of fifteen thousand pounds (15000 lbs.) gross weight.
- .02 The Company shall provide a relocation allowance for receipted costs up to Two thousand five hundred dollars (\$2500) to cover re-settlement costs such as new drapes, painting, utilities, account transfers, loss of perishables, postal forwarding, forfeiture of corrosives and flammables, etc. This allowance shall be increased by two percent (2%) on January 1, 2015 and each January 1 thereafter.
- .03 The Company shall be responsible for the costs of either a) or b) below:
  - a) When the Pilot owns his principle residence, reasonable and customary costs associated with selling the Pilot's present principle residence and/or the purchase of a new principle residence in accordance with [Section 21-2.01\(MOVING PROVISIONS\)](#). Such costs are to include real-estate commission fees, legal and notary fees, mortgage fees, land transfer taxes, home inspections, other closing costs as per Company Relocation Policy, up to a maximum of twenty five thousand dollars (\$25,000). This allowance shall be increased by two percent (2%) on January 1, 2015 and each January 1 thereafter. All such documentation must be provided to the Company to verify associated costs.
  - b) When the Pilot leases his primary residence at his previous Domicile, the usual and customary costs associated with breaking a lease up to a maximum of three thousand six hundred dollars (\$3600). This allowance shall be increased by two percent (2%) on January 1, 2015 and each January 1 thereafter. A copy of such lease must be provided to the Company.
- .04 The Company shall reimburse reasonable living expenses for the Pilot, his spouse and his dependents at his new Base for a period up to fourteen (14) Days. Such expenses shall specifically include current meal allowance as specified in [Section 12 \(MEALS AND DAILY INCIDENTAL ALLOWANCES\)](#) (one incidental per family shall be paid), hotel room(s) as necessary for the Pilot and/or his family with a limit of four persons per room, and reasonable laundry/dry cleaning expenses. Hotels and laundry/dry cleaning expenses shall be supported by receipts. Any portion of these fourteen (14) Days may be used in conjunction with [Section 21-1.02 \(GENERAL\)](#).

## **SECTION 22**

### **DATA RECORDERS**

#### **22-1 GENERAL**

- .01 For the purposes of this Section, the term " Data Recorders" shall include but is not limited to:
- a) Cockpit Voice Recorders (CVR's).
  - b) Flight Data Recorders (FDR's).
  - c) Quick Access Recorders (QAR).
  - d) Central Maintenance System (CMS).
  - e) Aircraft Communication Addressing and Reporting System (ACARS).
  - f) Video/Audio Recordings.
  - g) Aircraft Integrated Data System (AIDS).
- .02 Except where such disclosure or usage is required by law, the Company shall not use or disclose data or other information obtained from any type of data recorder for any purpose except for incident or accident investigation.
- .03 Notwithstanding .02 above, the parties recognize that information from Data Recorders can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident reconstruction. However, the Company shall not use information obtained from Data Recorders:
- a) To monitor individual Pilot judgment, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the Association.
  - b) In any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against any Pilot or for the development of information leading to such proceedings.
  - c) As a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company. However, data from such equipment may be used in such proceedings related to accidents or incidents to corroborate information obtained from another source. Only data pertinent to the specific information obtained from such other source may be used.
- .04 Pilots shall be entitled to the protection of any rights and entitlements set out in the Aeronautics Act, the Personal Information Protection and Electronic Documents Act and Canadian Transportation Accident Investigation and Safety Board Act.

## **SECTION 22**

### **DATA RECORDERS**

- .05 The Company shall not release any data or other factual information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association and the Pilot(s) (or his (their) Representative(s)).
- .06 The Company shall not implement any program to read routinely recorded information from Data Recorders except for maintenance purposes, without the consent of the Association.
- .07 The Company shall use its best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- .08 No Data Recorders will record specific Pilot identification designators.
- .09 Where any Data Recorder (other than a completely erased Cockpit Voice Recorder) is removed from an aircraft to be analyzed for anything other than routine maintenance purposes, the Company shall immediately advise the Association and all Pilot crew members involved. In the event that a third party, other than applicable government agencies, is used for analysis of data recorder information, then the Analysis of the information will only be conducted by a party mutually agreed to by the Company and the Association.
- .10 In the event of an incident or accident investigation, the use of data or other information from any data recorder shall be strictly limited to the following:
  - a) Incident or Accident investigators from the appropriate official government agency.
  - b) Accredited Association representatives.
  - c) Company and Association representatives comprising the investigating team and Senior Flight Operations Management.
- .11 The Cockpit Voice Recorder shall have a means to be erased at the end of each flight and shall be completely erased prior to removal for maintenance purposes (except for the CVR intelligibility test). The Captain shall always retain the right to carry out a complete erasure at the end of any incident free or accident free flight, except where prohibited by law.

## **SECTION 23**

### **LEGAL**

#### **23-1 DEFENSE**

The Company agrees to defend all Pilots and their estates, including the use of legal counsel, in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered thereunder save in the case of gross negligence or willful misconduct.

#### **23-2 PILOT COSTS**

- .01 No Pilot shall be required to pay for the use of any Company and / or third party vendor equipment used in the personal training required by the Company.
- .02 No Pilot shall be required to pay damage costs of aircraft or equipment damaged in the performance of their duties.

#### **23-3 ESTATE SETTLEMENT**

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

#### **23-4 PILOT FILES**

- .01 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. If the Pilot chooses to respond to any material(s) on his file(s), the response(s) shall be kept on his personal file with the material to which it refers.
- .02 The Pilot(s) shall be provided either by hand or by registered mail, a copy of any material of a negative or unfavorable nature.
- .03 Upon request any material not related to technical competency shall be removed from a Pilot's file(s), after twenty four (24) months provided there is no reoccurrence of the same nature.
- .04 Any material older than twenty four (24) months that is not related to technical competency shall be deemed inadmissible as evidence in any disciplinary proceeding provided there is no reoccurrence of the same nature.



## **SECTION 23**

### **LEGAL**

#### **23-5 RESTRICTED AREA IDENTIFICATION CARD (RAIC)**

- .01 Where a Pilot's security clearance or RAIC is suspended, revoked, or denied renewal, the Association and the Company will actively assist the Pilot in attempting to obtain the re-issue of the security clearance or RAIC. During this period the following shall apply;
- a) The Pilot will be held from service for a period of up to seven (7) Calendar Days which may be extended by mutual agreement. The Company shall continue to pay all wages, benefits, and entitlements as if the Pilot was on active flying duty during this period.
  - b) The Company shall assist the Pilot in communications and meetings with the appropriate airport authority for the purpose of resolving security issues.

## **SECTION 24**

### **INVESTIGATIONS**

#### **24-1 INCIDENTS OR ACCIDENTS**

- .01 The MEC Central Air Safety Committee (CASC) Chairman or his designate, and the MEC Critical Incident Response Program (CIRP) Chairman must be notified by the Company in conjunction with the Company incident or accident callout notification list of any incident or accident requiring notification of the Canadian Transportation Accident Investigation and Safety Board (CTAISB). The CASC and CIRP will furnish current contact methods and telephone numbers to the Company.
- .02 Where a Pilot is involved in an incident or accident related to the operation of an aircraft while on Duty, the Company may hold the Pilot out of service pending the outcome of any investigations into the incident or accident undertaken by the Company, Transport Canada, the Canadian Transportation Accident Investigation and Safety Board (CTAISB) or the National Transportation Safety Board (NTSB).
- .03 In order to hold a Pilot out of service, the Pilot must be so notified by the Vice President, Operations or other Management Pilot that he may designate. This notification shall include the reason(s) for being held out of service. In addition, within seven (7) Days, notification shall be provided to the Pilot in writing along with the reason(s), with a copy forwarded to the Association.
- .04 While a Pilot is held out of service pending the outcome of an investigation, he shall be paid in accordance with [Section 8-19 \(HELD OUT OF SERVICE\)](#). Any Pilot held out of service into the following Bid Period shall continue to bid and be awarded his monthly Block unless he will not be returned to service within that following Bid Period.
- .05 In cases involving an aircraft accident, a Pilot shall not be required or requested to commit himself verbally or in writing to any representative of the Company for a period of twenty four (24) hours following the accident unless the following conditions have been met:
  - a) He has the opportunity to be represented by the Association (or IFALPA if outside Canada) and,
  - b) He has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada) and the Company.
- .06 In cases involving an aircraft incident, a Pilot shall not be required or requested to commit himself verbally or in writing to any representative of the Company for a period of twenty four (24) hours following the incident unless he has had the opportunity to be represented by the Association (or IFALPA if outside Canada).

## **SECTION 24**

### **INVESTIGATIONS**

- .07 Where the Company undertakes an investigation, the officers involved shall make every attempt to issue a final report within three (3) months.
- .08 The Association and its designated investigative team/investigators shall be given the opportunity to participate fully in the investigation. The Association and its designated investigative team shall be informed on a regular basis of the progress of the investigation. The Association shall also receive a copy of any interim and final reports.
- .09 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 and receive copies of any information relative to his participation to the accident or incident, including contributing factors.
- .10 Where disciplinary or discharge action is considered following the issuance of an incident or accident investigation report which is satisfactory to the Company, the provisions of [Section 25-1 \(DISCIPLINE/DISCHARGE\)](#) shall be applied from the date of issue of such report. However, when a government agency will be issuing a final report, no discipline or discharge action shall be taken until the final report has been issued, unless the Company's investigation determines gross negligence or willful misconduct.
- .11 Where the Company has any recording(s) involving Pilots that are of an operational nature, any information derived from such recordings shall not be used in any investigation or disciplinary proceeding without prior agreement from the Association.

#### **24-2 ACCIDENT INVESTIGATION PARTICIPATION**

- .01 The Company shall notify the Association forthwith of all CTAISB accident investigations involving Company Pilots. The Company shall grant immediate Association release for up to four (4) Pilots designated by the MEC CASC Chairman to participate in the aircraft accident investigation. The MEC shall take all steps necessary to assist the Company in covering their scheduled trips.
- .02 The Company and the Association representatives who are members of any CTAISB accident investigation team shall cooperate fully in the interests of safety.
- .03 A Pilot requested or required by the Company, or an appropriate government agency, to participate in an aircraft accident investigation involving Company aircraft will do so without loss of pay. The Company shall provide positive space passes on Company aircraft, and interline passes in accordance with the pass policies of the interline carrier.

## **SECTION 24**

### **INVESTIGATIONS**

- .04 In the event that a Pilot(s) is required or requested by the Company, or the appropriate government agency, the Association, or IFALPA to participate in an aircraft accident investigation then flight release(s) will be arranged by mutual consent between the Company and the Association. The Company recognizes the importance of the contributions and involvement of the Association accident investigators in furthering overall aviation safety.

#### **24-3 AUDITS**

In order to further flight safety, the Company agrees to review with, and provide copies to the Association information contained in finalized audits regarding issues pertinent to flight safety whether conducted internally, by Air Canada, Transport Canada, the FAA, any Star Alliance partners or any other outside source identified by the Company to conduct such audits.

## **SECTION 25**

### **DISCIPLINE/DISCHARGE**

#### **25-1 DISCIPLINE/DISCHARGE**

- .01 All disciplinary or discharge actions must be for just and proper cause.
- .02 Where disciplinary or discharge action is considered, the Pilot involved may, where necessary, be held out of service pending investigation for a maximum of seven (7) Calendar Days to provide the Company with sufficient time to investigate and consider all factors.

Note:

The time period stipulated above may be extended by mutual agreement between the Company and the Association.

- .03 The Company shall seek feedback and comment from the Association whenever it is considering holding a Pilot out of service pending a disciplinary investigation. The Vice President, Flight Operations or his designate shall contact the MEC Chairman or his designate prior to exercising the right.
- .04 During any investigations or hearings the Pilot involved may request the presence of an Association representative(s). During any disciplinary investigations or hearings, the Company recognizes the right of the Association to represent the Pilot involved. The Company shall notify the Association of any disciplinary meeting(s), such that the Association may attend the meeting.
- .05 The Company shall advise the Pilot of the allegation(s) made against him such that the Pilot can make a full response.
- .06 Any investigation, hearing or meeting shall be held at the Pilot's Base unless the Pilot, Company and Association agree otherwise. At any investigation, hearing, or meeting all representatives and/or witnesses who are employees of the Company shall be given time off subject to the requirements of service and provided with space available transportation when required.
- .07 The Pilot under investigation and Pilots appearing as witnesses or representatives on a scheduled work day shall be credited in accordance with his regular scheduled Duty.
- .08 A Pilot who attends any investigation, hearing or meeting on a Day Off shall have his Time Bank credited DSC per Calendar Day.
- .09 When disciplinary or discharge action is taken, the Pilot will be so notified in writing, with a copy to the Association, stating the precise reason(s) and actions to be taken.

**SECTION 25**  
**DISCIPLINE/DISCHARGE**

- .10 Pursuant to .02 and .09 above, any Pilot held out of service prior to such written notification shall be paid in accordance with his regular scheduled Duty.
- .11 During the period of his suspension the Pilot shall be entitled to bid on any Vacancy or Reduction bulletins, so that when and as relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.
- .12 A Pilot who has been disciplined or discharged may file a grievance in accordance with [Section 26 \(GRIEVANCES\)](#). Grievances under this provision may be initiated at any step of the Grievance or Arbitration procedures by mutual agreement between the Company and the Association.
- .13 If at any time a Pilot is exonerated from disciplinary and/or discharge action imposed by the Company, the Pilot's personal and training files shall be immediately cleared of the allegations and all references thereto removed and he shall be reinstated without loss of, and with continuing accrual of seniority, pay, vacation, and pension benefits. Any allegations or references to the above disciplinary and/or discharge action that may be contained in any other Company files shall not be admissible in any meetings, hearings or investigations.

## **SECTION 26** **GRIEVANCES**

### **26-1 INITIATION**

- .01 Prior to filing a grievance, the Pilot(s) having a complaint shall, together with an Association representative if desired, discuss such complaint with the appropriate regional Chief Pilot Line Operations, who shall make every effort to resolve the complaint.
- .02 A Pilot who has a grievance, or group of Pilots having a grievance dealing with the same issue, including any grievance with respect to the interpretation, application, or alleged violation of this Agreement, shall deal with the grievance in accordance with Section 26-2 through Section 26-6 below.
- .03 Grievances may be initiated by the Association on behalf of its members or on its own behalf.
- .04 Grievances shall be in writing and include the nature of the grievance, the section(s) alleged to have been violated and the remedy sought.

### **26-2 HEARINGS**

The following steps may be waived, combined or the timelines extended by mutual agreement between the Company and the Association.

#### **.01 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 thirty (30) Calendar Days of the occurrence or awareness of the occurrence to the regional Chief Pilot Line Operations (fifteen [15] Calendar Days in matters regarding the awarding of Positions, discipline or discharge). The regional Chief Pilot Line Operations or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within fourteen (14) Calendar Days of the presentation of the grievance, and render his decision in writing not later than on the fourteenth (14) Calendar Day following the above mentioned hearing.

#### **.03 Step Two:**

If the decision of the regional Chief Pilot Line Operations or his designated representative is not acceptable to the grievor(s) or is not rendered within fourteen (14) Calendar Days, then the grievance shall be submitted in writing to the Director, Flight Operations, 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 above mentioned hearing took place. The Director, Flight Operations, shall hold a hearing upon the grievance at a mutually convenient time within fourteen (14) Calendar Days

## **SECTION 26**

### **GRIEVANCES**

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.

#### **Note 1**

If the ten (10) Calendar Day time limit outlined in 26-2.02 above are not complied with, the Association may proceed to Arbitration.

#### **Note 2**

It is agreed that the Company Official named or designated in accordance with.01 and.02 above shall not hear both step one and step two.

- .03 All hearings shall be held at the Pilot's Base unless the Pilot, Company and Association agree otherwise.

### **26-3 GRIEVORS RIGHTS/REPRESENTATIVES**

- .01 At any hearing held throughout these grievance procedures, the griever(s) shall have the right to be represented by the Association.
- .02 The griever(s) and the Company shall be given every opportunity to adduce evidence, make representations and present, examine and cross-examine witnesses.
- .03 Throughout these procedures, the griever(s) may, together with their representative(s) review any information held in his personal file(s) by the Company or any document which the Company has introduced at any step of these procedures.
- .04 On request, the Company shall provide the griever(s) and the Association two (2) copies each of all such documents.
- .05 A Pilot acting as a griever or a representative shall be credited in accordance with his regular scheduled Duty when appearing on a scheduled work Day.

### **26-4 WITNESSES**

- .01 At any hearing(s) held throughout the grievance procedures, all witnesses and representatives who are employees of the Company shall be given time off, subject to the requirements of service and space available transportation.
- .02 Pilots appearing as witnesses on a scheduled work Day shall be credited in accordance with his regular scheduled Duty.
- .03 A Pilot appearing as a Company witness who attends an investigation, hearing or meeting on a Day Off shall have his Time Bank credited MDC per Calendar Day.



## **SECTION 26** **GRIEVANCES**

### **26-5 RESULTS**

If at any time a Pilot is exonerated from disciplinary and/or discharge action imposed by the Company, all of the Pilot's personal and technical files shall be immediately cleared of the allegations and all references thereto removed and he shall be reinstated without loss of, and with continuing accrual of seniority, pay, vacation, and pension benefits.

### **26-6 REFERRAL TO ARBITRATION**

- .01 If any grievance is not settled in accordance with the procedures set forth in Section 26-2 through Section 26-5 above then such grievance may be referred by the Association or the Company to Arbitration, in accordance with [Section 27 \(ARBITRATION\)](#).
- .02 The notice of intention to proceed to arbitration shall be made in writing to the Vice President, Flight Operations, within thirty (30) Calendar Days of the decision at step two, or within thirty (30) Calendar Days from the date such decision should have been rendered.
- .03 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.

## **SECTION 27** **ARBITRATION**

### **27-1 ARBITRATION PROCESS**

- .01 Pursuant to [Section 26-6 \(REFERRAL TO ARBITRATION\)](#) of the Collective Agreement, when a notice of intent to proceed to arbitration is issued, the parties shall jointly select one of the following arbitrators:
- a) Martin Teplitsky
  - b) Michel Picher
  - c) Vincent Ready
  - d) William Kaplan
- .02 The parties shall rotate in order through the list and appoint the first arbitrator with available hearing dates that are within ninety (90) Calendar Days of the date for which the notice of intent to proceed with arbitration was issued. When establishing hearing dates, it is agreed that the parties will take into consideration each other's schedules, vacations, etc. Where none of the arbitrators has an available date within ninety (90) Calendar Days of the notice of intent to proceed to arbitration, the parties shall select the arbitrator with the first available date thereafter.
- .03 Once an arbitrator has been appointed, the subsequent selection process shall commence with the next arbitrator on the list.
- .04 Where a grievance has been filed in accordance with [Section 26 \(GRIEVANCES\)](#), the Association shall have the right to determine whether the matter, up to and including arbitration, shall be conducted in the English or the French language.
- .05 It is agreed that the arbitrator will be appointed with jurisdiction under a mediation/arbitration model unless the parties agree otherwise.
- .06 The list of arbitrators may be amended by mutual agreement. However, it is not the intent of the parties to modify the list unless arbitrator availability impairs the process to the point where it is no longer timely.

## **SECTION 27**

### **ARBITRATION**

#### **27-2 ARBITRATORS JURISDICTION**

- .01 The arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this Collective Agreement (including whether a matter is arbitral or not). The arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Collective Agreement except in accordance with the law as specified in the Canada Labour Code.–
- .02 The arbitrator shall establish his own procedures having due regard to the requirements of natural justice and equity.
- .03 The arbitrator may extend the time limits for the taking of any step in the grievance or arbitration procedures, notwithstanding the expiration of such time limits, where the arbitrator is satisfied that there are reasonable grounds for the extension.
- .04 The arbitrator shall have the discretion to cure any defect of procedure, having due regard for natural justice and equity.
- .05 The arbitrator shall, in the case of a grievance involving the application, interpretation or alleged violation of the Collective Agreement, have the authority to render any decision that he considers just and equitable.
- .06 The arbitrator shall, in the case of disciplinary or discharge grievances, 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.
- .07 The arbitrator shall have the jurisdiction, at any time before rendering a final decision, to make any interim or interlocutory decision which he considers just and equitable. 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 Collective Agreement or the reinstatement of a Pilot and to reserve jurisdiction on questions of quantum of damages, remedies, interest, restitution or amounts owing.
- .08 The arbitrator shall have the authority to determine whether a stenographic report is to be taken of the hearing, in whole or in part.

#### **27-3 ARBITRATION EXPENSES**

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

## **SECTION 27** **ARBITRATION**

### **27-4 ASSOCIATION RIGHTS/REPRESENTATIVE**

- .01 At any hearing held throughout these Arbitration procedures it is understood that no restrictions on designated representatives shall exist and that legal counsel may be present at hearings.
- .02 The Association and the Company shall be given every opportunity to adduce evidence, make representations and present, examine and cross-examine witnesses.

### **27-5 WITNESS(ES)/REPRESENTATIVE(S)**

At any hearing(s) held throughout the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off subject to the requirements of service, and positive space transportation. Pilots appearing as witnesses or representatives under this Sub-Section shall be credited in accordance with his regular scheduled Duty when appearing on a scheduled work Day. A Pilot who attends as a Company witness in any investigation, hearing or meeting on a Day Off shall have his Time Bank credited the MDC for each Calendar Day.

### **27-6 ARBITRATORS DECISION**

- .01 The arbitrator shall make every effort to render a decision with the minimum of delay.
- .02 The decision of the arbitrator shall be binding on all parties.

## **SECTION 28**

### **PENSION**

#### **28-1 DEFINED BENEFIT PENSION**

- .01 The Company shall continue to provide pension benefits under the Jazz Defined Benefit Pension Plan for Green Circled Pilots.
- .02 The Plan shall reflect the following:
- a) The annual dollar pension limit in sub-section 6.06(1) of the Plan text shall remain at one thousand seven hundred twenty two dollars and twenty two cents (\$1,722.22) in respect of credited service to June 30, 2010. This annual dollar pension limit in respect of credited service on and after July 1, 2010 shall be the defined benefit limit under the Income Tax Act for the last calendar year in which the member has credited service.
  - b) The normal form of pension for a member with a spouse shall be unchanged in respect of credited service to June 30, 2010. The normal form of pension for a member with a spouse shall be a sixty percent (60%) joint and survivor life pension in respect of credited service on and after July 1, 2010.
  - c) Effective July 1, 2010, the required contributions of the Plan shall be increased from five percent (5%) to six percent (6%) of the member's earnings (as presently defined by the Plan).
- .03 The normal retirement age for Jazz Aviation LP Pilots shall be age sixty (60). Retirement may be deferred beyond age sixty (60) but not later than age sixty five (65).

#### **28-2 DEFINED CONTRIBUTION PLAN**

- .04 All Pilots hired after January 30<sup>th</sup>, 2015, shall be enrolled in a Company Sponsored Defined Contribution Plan (DC) as per the YOS contribution rate below:

YOS	PILOT	COMPANY
1 <sup>st</sup>	4%	4%
2nd-3 <sup>rd</sup>	5%	5%
4 <sup>th</sup>	6%	6%
5 <sup>th</sup>	6%	7%
6th+	6%	8%

- .05 The Company and Association shall come to mutual agreement on a plan provider.

## **SECTION 28**

### **PENSION**

- .06 All reasonable fees and expenses related to investment management are to be paid by members and former members in the form of reduced investment income. All other fees and expenses of the Plan are to be paid by the Company.
- .07 Pilot and the Company contributions during a given Plan Year shall not exceed the limit prescribed under the Income Tax Act for that Plan Year.
- .08 The Company shall also undertake to establish the Pilots DC Plan. The amended new plan will be submitted to Association for approval. Thereafter the plan will not be changed unless required by law or agreed to by the parties. Amendments which are required by any law which applies to the RPPs or SRPs can be made unilaterally by the Company.
- .09 Pilots enrolled in the Company sponsored DC plan shall maintain their required pension contribution level at their pre disability income while on STD or LTD. The Company shall match the Pilot's contribution in accordance with the table above.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 1 Amended**  
**WORKPLACE LANGUAGE**

WHEREAS, the Company and the Association (“the Parties”) recognize that the Company is subject to provisions of the Official Languages Act and,

WHEREAS, it is recognized that the Company employs Pilots whose first language is either French or English and,

WHEREAS, the Company recognizes that, as a Canadian Air Carrier operating throughout Quebec and the rest of Canada there is a requirement to conduct its business in both Official languages and,

WHEREAS, the Company respects that the language of work is carried out in both Official languages and,

WHEREAS, communications will be determined based on the abilities of those involved in the communication,

THEREFORE, the Company commits to the following,

1. Ensure that the day-to-day communications either verbally or in writing will be consistent with the current practice in French and English including publications, bulletins, forms, and manuals in both languages. The Company shall translate all AOM’s (CASS 725.137), COM’s (CASS 725.135). Thirty six (36) months after the first effective date of a pilot awarded a position on a new aircraft type in the Montreal base; the AOM volume 2 of that aircraft will be available in the pilot’s language of choice.

For greater clarity, this shall not include Technical manuals, whether produced by the Company or an aircraft manufacturer.

2. Where the Company deems that a pilot is in need of proficiency in the English or French language, it shall provide suitable language instruction at the Company’s expense until it deems such proficiency is attained, and all such instruction shall be credited as flight duty time.
3. Where a grievance has been filed pursuant to this Collective Agreement the Association shall have the right to determine whether the matter, up to and including arbitration, shall be conducted in the English or the French language.
4. Communications with ATC where available may be carried out in French provided both pilots have agreed.

## **LETTERS OF UNDERSTANDING**

5. Ensure that all training courses, whether held in Quebec or elsewhere, will be consistent with the present Company practice, be held in French and/or English and where possible a bilingual instructor will be available for all training courses where a pilot so requested.

For greater clarity, the following shall govern specific obligations during training:

- a) Training materials and exams
- i. The Company shall develop its Instructor manual and the VSim instructor tree in English. However, Company produced power point courses shall be published in French and English and shall be supported on the instructor tree of the VSim.
  - ii. The Company shall provide both French and English Company power point courses simultaneously.
  - iii. The Company shall provide Initial candidate training material in English.
  - iv. The Company shall provide non-CBT/Web based exams in French and English.
  - v. The Company shall provide initial course material for the DH8 and the CRJ CBT in English.

### **Initial ground courses and Initial Simulator**

<b>Voluntary status change RTW from LOA Voluntary equipment change</b>	<ol style="list-style-type: none"><li>1. The company and the CRC shall make reasonable efforts to pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form.</li><li>2. The company shall make reasonable efforts to provide a bilingual instructor where Pilots have French as their language of choice on their Jazz YUL Pilot Information Form..</li></ol>
<b>RTW from STD/LTD</b>	<ol style="list-style-type: none"><li>1. The company and the CRC shall pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form. If the RTW pilot cannot be paired with a pilot who has the same language preference indicated on his or her Jazz YUL Pilot Information Form during the first 10 days after the pilot is returned to payroll, the Company may assign him or her with a Pilot who has a different language preference.</li><li>2. The instructor shall be bilingual where Pilots have French as their language of choice on their Jazz YUL Pilot Information Form.</li></ol>



## **LETTERS OF UNDERSTANDING**

<b>Involuntary equipment change</b> <b>Involuntary status change</b> <b>RTW from Layoff</b>	<ol style="list-style-type: none"> <li>1. The company and the CRC shall, where reasonably practical, pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form. If the affected RTW from layoff Pilot cannot be paired with a pilot who has the same language preference indicated on his or her Jazz YUL Pilot Information Form during the first 10 days after the pilot is returned to payroll, the Company may send him/her on with a pilot having a different language preference.</li> <li>2. The instructor shall be bilingual where Pilots have French as their language of choice on their Jazz YUL Pilot Information Form.</li> </ol>
<b>New hire</b>	<p>The Company shall provide initial ground courses and simulator for new hires in English except where the entire class of candidates and the instructor has French as a common language.</p>

Note; If a bilingual pilot is required to take an instructor taught course in English and does not attain a passing mark; the first SNA will not count towards the limits in Section 7-34 and the make-up course will be provided in the pilot's language of choice.

### Recurrent Ground school and Recurrent simulator for re-qualification

<b>Voluntary status change</b> <b>RTW from LOA</b> <b>Voluntary equipment change</b>	<ol style="list-style-type: none"> <li>1. The company and the CRC shall make reasonable efforts to pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form.</li> <li>2. The company shall make reasonable efforts to provide a bilingual instructor when Pilots have French as their language of choice on their Jazz YUL Pilot Information Form.</li> </ol>
<b>RTW from STD/LTD</b>	<ol style="list-style-type: none"> <li>1. The company and the CRC shall pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form. If the RTW pilot cannot be paired with a pilot who has the same language preference indicated on his or her Jazz YUL Pilot Information Form during the first 10 days after the pilot is returned to payroll, the Company may assign him or her with a Pilot who has a different language preference.</li> <li>2. The instructor shall be bilingual where a Pilot has French as his language of choice on their Jazz YUL Pilot Information Form.</li> </ol>
<b>RTW from Layoff</b> <b>Involuntary equipment change</b> <b>Involuntary status change</b> <b>(RGS)</b>	<ol style="list-style-type: none"> <li>1. The company and the CRC shall, where reasonably practical, pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form. If the affected RTW from Layoff Pilot cannot be paired with a pilot who has the same language preference indicated on his or her Jazz YUL Pilot Information Form during the first 10 days after the pilot is returned to payroll, the Company may send him/her on with a pilot having a different language preference.</li> <li>2. The instructor shall be bilingual where a Pilot has French as his language of choice on their Jazz YUL Pilot Information Form.</li> </ol>
<b>Involuntary status change</b> <b>(Simulator training)</b>	<ol style="list-style-type: none"> <li>1. The company and the CRC shall pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form.</li> <li>2. The instructor shall be bilingual where Pilots have French as their language of choice on their Jazz YUL Pilot Information Form.</li> </ol>

## **LETTERS OF UNDERSTANDING**

- b) Recurrent Ground school and Recurrent simulator to maintain qualifications

For the Quebec region: the company shall pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form and shall receive their recurrent ground school training or simulator training/PPC/LOFT in the language of their choice.

- c) Line indoctrination

<b>Voluntary status change</b> <b>RTW from LOA</b> <b>Voluntary equipment change</b> <b>New hire</b>	The company and the CRC shall make reasonable efforts to pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form.
<b>Involuntary status change</b> <b>RTW from STD/LTD</b> <b>Involuntary equipment change</b> <b>RTW from Layoff</b>	The company and the CRC shall make every effort to pair together Pilots who have the same language preference indicated on their Jazz YUL Pilot Information Form.

- d) Additional training and IROPS:

- i. Where additional training is assigned to a candidate who has requested training in French, a bilingual instructor shall be used to cover the training if the additional training is scheduled more than 72 hours in advance of the Pilot's notice of training. .
- ii. The Company shall make reasonable efforts to use a bilingual instructor where training is scheduled less than 72 hours in advance of the Pilot's notice of training.
- iii. For ATE's or rescheduled training due to IROPS scheduled less than 72 hours in advance, the Company shall make every effort to use a bilingual instructor including pairing pilots having the same language of choice:
  - a. The callout order shall be:
    - i. All REA Bilingual Training Pilots,
    - ii. All RCK Bilingual Training Pilots,
    - iii. Bilingual Training Pilots on the WDO volunteer list,
    - iv. Bilingual Training Pilots offered Training WDO via email list.
  - b. The call out order for open Bilingual simulator duties shall use bilingual pilots in the order of 7-1.12.

Note:

If both, an instructor and a Pilot Monitoring are required to cover Bilingual simulator duties, the Company shall cover the Bilingual instructor duties first.

## **LETTERS OF UNDERSTANDING**

- iv. Notwithstanding other provision of the Collective Agreement, the Company may call Pilots out of base and out of seniority to accommodate the use of French pilots and Instructor pilots during a ATE's or IROPS.

e) Pay

A Pilot shall not be entitled to any bypass pay, under Sections 10, nor shall the period of delay infer additional entitlements under Section 5 of the Collective Agreement, where the Pilot's choice of language in training requires that his or her instruction take place on a later date.

6. Ensure that personal written communications to an employee shall be in English or French as indicated by the Pilot's choice.

7. This Letter of Understanding shall run concurrently with the Collective Agreement and form part of it.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this

For AIR CANADA REGIONAL INC.

For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL

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Joe Randell  
President, CEO, Air Canada Regional

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Duane E. Woerth, President  
Air Line Pilots Association, International

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Kevin Howlett  
Vice-President, Labour Relations and  
Corporate Safety

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Captain B.K. Shury  
Chairman, ALPA ACR Negotiating  
Committee

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Captain Grant Warner  
Vice President, Flight Operations

---

Steve Linthwaite  
MEC Chairman Air Ontario

---

Colin Copp  
Director, Flight Operations

---

Nick DiCintio  
MEC Chairman Air Nova

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Robert Demchuk  
Manager, Labour Relations East

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Piero Orlak  
MEC Chairman Canadian Regional

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## **LETTERS OF UNDERSTANDING**

Terry McTeer  
MEC Chairman Air BC

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Albert Leger  
Contract Administrator ALPA

**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No. 2**  
**US DEPARTMENT OF JUSTICE WAIVER REQUIREMENT**

**Between**

**The Airline Pilots in the Service of Air Canada Jazz Inc.**

**As represented by the**

**Air Line Pilots Association, International (the “Association”)**

**And**

**Jazz Air Inc. carrying on business as Air Canada Jazz Inc. (the “Company”)**

**Re: US Department of Justice Waiver Requirement**

WHEREAS Air Canada Jazz (“the Employer”) currently contracts with flight simulator providers in the United States to provide pilots training on the aircraft that it operates;

AND WHEREAS the Government of the United States has established a requirement for Canadian pilots training at simulators in the United States to sign a waiver of their rights of privacy;

AND WHEREAS numerous pilots scheduled for training in the United States have considered that the waiver is an unnecessary infringement of their privacy rights;

AND WHEREAS the Employer and the Association wish to resolve the question of whether the employer may require the pilots to sign the waiver of privacy in order to receive simulator training by referring the matter to arbitration in an expedited manner;

AND WHEREAS the parties wish to make provision for the release and treatment of information arising out of the inquiries relating to the waiver irrespective of the outcome of their dispute;

AND WHEREAS the parties wish to make certain provision for the period prior to the resolution of their dispute;

NOW THEREFORE the parties agree as follows:

Restrictions upon Release of Information

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

1. For pilots who have signed the waiver form, and who have not subsequently terminated that waiver, the Employer shall be permitted to release information to duly accredited representatives of the US Department of Justice. Such release shall extend only to such matters as are contemplated in the waiver form.
2. The Employer acknowledges that the waiver form is valid only for a period of five years after the date on which it was signed unless it has been terminated at an earlier date.
3. The Employer shall provide to the pilot a copy of all requests for information from the Department of Justice or its accredited representatives, or, if the requests are made in oral form, with a detailed description of the request, prior to fulfilling the requests. However, the Employer may respond to requests from the Department of Justice concerning a pilot's name, a confirmation of dates of employment, type of equipment flown, and date of birth, without first providing a copy to the pilot.
4. The Employer shall provide to the pilot a copy of any documentary information that it intends to release to the Department of Justice or to its duly accredited representatives, and, if some or all of the information is to be provided in oral form, with a detailed description of the information it intends to provide and the statements that the employer intends to make. Except for requests concerning the pilots' name, confirmation of dates of employment, types of equipment flown, and date of birth, this information shall be provided to the pilot before releasing it in order to provide the pilot an opportunity to ensure its accuracy.
5. The Employer shall provide any pilot who has been refused training at a US-based simulator with all information in its possession in respect of the refusal.

Treatment of Information Received:

6. The Employer shall agree to destroy any information that is received from any source that arises out of the investigations contemplated in the waiver. In the event that the Employer is required by law to keep this information, it shall be stored in a secure and confidential manner, and no person shall have access to it without the written consent of the Director of Flight Operations.
7. The Employer shall refer to such documentation only to such an extent as is strictly required by Canadian law.
8. The Employer may not forward this information to any other person, organization or government except as it is strictly required to do so by Canadian law.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

9. The Employer shall provide to the pilot a copy of all information that it has received from any source that arises out of the investigation contemplated in the waiver, whether or not the employer keeps a copy of the information.
10. The Employer may not refer to or rely upon the information that is received as the basis for any sanction, discipline, demotion or other action that may have a negative or adverse effect upon the pilot signing the waiver, or upon any other pilot employed by AC Jazz. Further, the Employer may not use the information to corroborate other information it may have or may come into its possession subsequently, or to utilize the information as a basis to commence an investigation to discover information that it currently does not have in its possession.

Interim Accommodation:

11. The following terms shall be in effect until the issues surrounding the parties' rights in respect of the waiver of confidentiality are resolved, whether through a rescinding of the current waiver requirement, the determination by an arbitrator and/or Court, or by agreement of the parties that the Employer has the right to insist upon the signing of the waiver, or by further agreement between the parties.
12. The Employer may provide the waiver to employees who are scheduled to be trained in the United States. However, it may not state or suggest to the pilot that it is a condition of continued employment that the pilot signs the document.
13. The Employer shall give consideration to alternative forms of training for such pilot or pilots, including simulator training in a country that does not require a similar waiver of confidentiality rights. Such consideration shall include cost, availability and scheduling.
14. A pilot who signs the confidentiality waiver, but who is not permitted to train in the United States by the US government for any reason whatsoever shall, at the Employer's option, either be trained elsewhere or, in the event that he is out of service as a result of the inability to train in the United States, shall be remunerated in all respects by the Employer as if he was continuing his active service with the company. For purposes of clarity, this obligation shall extend only until the issue in dispute is resolved, as set out in paragraph 11 above.
15. In the event that it is subsequently determined that the employer may require the signing of the waivers, pilots who had previously refused to sign the waiver shall be given an additional opportunity to sign the document and shall suffer no adverse employment consequences arising out of their previous refusal to sign.

Dated in Toronto, Ontario this \_\_\_\_ of August, 2002.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

For Air Canada Jazz

For the Air Line Pilots Association,  
International

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Colin Copp  
Vice-President, Labour Relations

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Duane Woerth  
President of ALPA

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Captain Grant Warner  
Vice-President Operations

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Captain Nick DiCintio  
MEC Chairman, ACJ



**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 3**  
**RE: AIRPORTS AUTHORITY**

Air Line Pilots Association, International ("The Association")  
And  
Jazz Air, Inc. ("the Company")

1. The Company and the Association agree that, notwithstanding the provisions of the collective agreement, and in particular, Sections 7-1.03, 7-2.09, 7-7, and 8-14, security training which is both required and conducted by an Airports Authority in Canada as a condition of obtaining or renewing a security pass, shall be at the pilot's own cost and expense, and shall be deemed not to be remunerable work for the purposes of the collective agreement.
2. It is understood that, for the purposes of this Letter of Understanding, such training shall not exceed two occurrences in any five year period, except where the training is occasioned by a change of base.
3. Nothing in this Letter of Understanding shall be construed as a waiver of any right or entitlement under statute.
4. This Letter of Understanding shall come into effect upon signature and shall terminate on June 30, 2009.

IN WITNESS WHEREOF the parties hereto have signed this AGREEMENT this 14<sup>th</sup> day of May 2004 at Toronto, Ontario

For Air Canada Jazz

For the Air Line Pilots Association,  
International

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Colin Copp  
Vice-President, Labour Relations

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Duane Woerth  
President of ALPA

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Scott Tapson  
Vice-President Operations

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Captain Nick DiCintio  
MEC Chairman, ACJ

---

Captain Doug Emery  
Chairman, SPC

---

Albert Leger  
Contract Administrator

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 5**  
**HUMAN RIGHTS INVESTIGATIVE FILES**

1. At the completion of an investigation, Jazz will preserve a single copy of the investigative file and its contents (the "Investigative File"). All other copies of the Investigative File will be destroyed. An investigation will be considered to be completed 60 days after (a) the Company takes any action that the Company determines to be appropriate based on its findings in the investigation; or (b) the Company concludes based on its findings in the investigation that no action will be taken.
2. The Investigative File will be stored in a secure and locked location.
3. After the completion of an investigation, and except where otherwise required by law (including the order of a court, arbitrator, or other tribunal having jurisdiction to so order), the only persons who will have access to the Investigative File will be the Manager Human Resources for Jazz and her specified designates. Unless Jazz otherwise notifies ALPA in writing, the specified designates of the Manager Human Resources are the Base Human Resources Managers, Base Managers and Chief Pilots for Vancouver, Calgary, Toronto, Montreal and Halifax.
4. If stored electronically, the Investigative File will be stored in such a manner that it is secure against access by persons other than the Manager Human Resources and her specified designates. If the Investigative File is accessible through a network, it must be secured by access restrictions, password requirements or other means such that inadvertent disclosure to a person other than the Director Human Resources or a specified designate is unlikely.
5. The Investigative File, whether in "hard copy" or electronic format, will be identified (or "de-identified") by name in such a way as to make inadvertent disclosure unlikely.
6. The Investigative File will be accessed, relied upon and disclosed by Jazz only for the following purposes: (a) managing the employment relationship between Jazz and an employee; (b) advancing Jazz's interests in connection with proceedings under the Canadian Human Rights Act or other legislation, or in a civil lawsuit. It is understood that documents in an Investigative File that are disciplinary in nature will not be relied upon by Jazz in circumvention of articles 23-4, 25 or 26 of the Collective Agreement.
7. If an investigation does not result in any disciplinary action against an employee, Jazz shall not retain any record of the investigation or its findings in the employee's personnel file.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

8. If an investigation does result in disciplinary action (including dismissal) against an employee, Jazz may retain in the employee's personnel file a record of the discipline applied as a result of the investigation (including, where necessary for context, a copy of any letter of recommendation or expectation contained in the Investigative File).
9. Subject to the provisions of this Agreement, an Investigative File may be retained by Jazz for an indefinite period, provided that (a) an Investigative File should not be kept longer than is necessary for the purposes stated in paragraph 6 of this Agreement, and (b) an Investigative File shall be destroyed no later than 20 years after the date of the complaint that led to the investigation.
10. If Jazz decides to dispose of an Investigation File, Jazz will do so in such a manner as to ensure that personal information in the file is not disclosed. For this purpose, Jazz may engage a third party who specializes in the destruction of confidential materials to carry out the destruction of Investigative Files.
11. This Letter of Understanding shall run concurrently with the Collective Agreement and form part of it.
12. The provisions of the Collective Agreement shall apply except where expressly amended by the Letter of Understanding.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_th day of \_\_\_\_, 2010.

For Jazz Air L.P.:

For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL

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Joseph Randell  
President, CEO, Jazz Air L.P.

---

Captain John Prater, President  
Airline Pilots Association, International

---

Jolene Mahody  
Chief Operating Officer

---

Captain Paul Peace  
Chairman, ALPA Negotiating Committee

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

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Colin Copp  
Chief Administrative Officer

---

Captain Brian Shury  
MEC Chairman

---

Captain Steve Linthwaite  
Vice President, Operations

---

Bert Leger  
Contract Administrator, ALPA

---

Captain Cal Purves  
Director, Flight Operations

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Kirk Newhook  
Director, Labour Relations

**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No 6**  
**NEW HIRE PILOT EXPENSES**

Between

The Airline Pilots in the service of Jazz Air LP As represented by the  
Air Line Pilots Association, International (The “Association”) And  
Jazz Air LP doing business as Jazz Air (the “Company”)

Whereas the Collective Agreement applies to all New Hire Pilots immediately upon the commencement of training and,

Whereas the Association and the Company agree that the methodology for reimbursement of expenses in the Collective Agreement does not properly address the needs of the New Hire Pilots and,

Whereas the Association and the Company would like to clarify the current practices related to New Hire Pilot expenses and,

Whereas New Hire training is normally conducted at a central location in Toronto, Ontario, Canada,

Therefore be it resolved the following will apply immediately to New Hire Pilot Expenses,

- 1) Hotel accommodations for the period of Initial Training (IT) commencing with Day one of orientation to the period ending with the completion of the PPC shall be provided by the Company. The New Hire Pilot shall be reimbursed dinner and incidental expense for every day of scheduled training during this period.
- 2) For a maximum of two (2) UTF days that are scheduled consecutively between training days, the New Hire Pilot shall receive the dinner and incidental expense for each day he remains at the Company hotel facility.
- 3) Travel for the new hire Pilot during the period of IT will be to the pilots domicile where possible and consistent with the Company Policy for business travel of flight crew. If due to changes to the CPAs with Air Canada that effect the ability to provide the Pos travel the parties will meet forthwith to modify this Agreement.
- 4) This agreement of settlement is made without prejudice to the positions parties may adopt in similar or identical cases and does not constitute a precedent.
- 5) In the event of any disagreement as to the implementation of the terms of this Letter of Understanding, the parties agree to enter into binding mediation/arbitration.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT

Signed on this 27th day of January, 2011

For JAZZ AIR LP      For the AIR LINE PILOTS ASSOCIATION, Int'l.

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Cal Purves  
Director, Flight Operations

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Brian Shury  
Jazz MEC Chair

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Kent Hardisty  
Manager, Labour Relations ALPA

**LOU No.7**  
**TRAINING PILOT VACATION BIDDING**

Between

The Airline Pilots in the

service of Jazz Air LP As

represented by the

Air Line Pilots Association, International

(The “Association”) And

Jazz Air LP doing business as Jazz Air  
(the “Company”)

**Re: Training Pilot Vacation Bidding**

WHEREAS the Association and the Company would like to clarify the current practices related to Training Pilot Vacation Bidding.

- 1) Training Pilots (TP): Pilots on the Pilot System Seniority List who are designated and temporarily assigned by the Company for the purpose of performing Training Events.
- 2) Instructor Pilots (IP): Training Pilots on the Pilot System Seniority List who do not hold Category “A” Approved Check Pilot authority from the Minister of Transport.
- 3) Approved Check Pilots (ACP): Training Pilots on the Pilot System Seniority List who hold Category “A” Approved Check Pilot authority from the Minister of Transport.
- 4) Training Base: A specific location designated by the Company, and indicated on the Jazz Air LP Pilot Position list, from which a Training Pilot, or a group of Training Pilots, carry out scheduled or non- scheduled training events.
- 5) For the purpose of Vacation Bidding, Instructor Pilots (IP) and Approved Check Pilots (ACP) shall be considered to be two separate Status Positions and will bid within their Aircraft Type and Training Base.
- 6) The Company shall use a real time computerized web based system that is

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

mutually agreed upon by the Association and the Company to facilitate the bidding and awarding of Vacation/Stat Weeks for all Training Pilots.

- 7) Instructor Pilots (IP) and Approved Check Pilots (ACP) will bid vacation separately and shall bid Vacation/Stat Weeks as per the following two (2) bid system:

Bid 1:

- a) All Training Pilots may bid up to three (3) Vacation/Stats Weeks by Status Position, Aircraft Type, and Training Base.
- b) A Pilot may bid more than three (3) Vacation/Stats Weeks in Bid 1 provided that there is no Prime Time Vacation and all of these Vacation/Stat Weeks are taken consecutively.

Bid 2:

All Pilots shall then bid their remaining Vacation/Stat Weeks by Status Position.

- 8) The normal bid window shall be six (6) hours.
- 9) Training Pilots shall be awarded Vacation/Stat Weeks in order of seniority in their Current Status Position within their Aircraft Type and Training Base.
- 10) This letter of understanding is made without prejudice to the parties may adopt in similar or identical cases and does not constitute a precedent.
- 11) The following agreement is specifically in regards to the training pilot vacation bidding.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 16 day of February, 2011.

**For JAZZ AIR LP**

**For AIRLINE PILOTS  
ASSOCIATION INTL**

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Kent Hardisty  
Manager, Labour Relations ALPA

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Rod Lypchuk  
JAZ Acting MEC Chair.



**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No 9**  
**CHRISTMAS DAY CREDIT**

Between

The Airline Pilots in the service of Jazz Air LP As represented by the  
Air Line Pilots Association, International (The “Association”) And  
Jazz Air LP doing business as Jazz Air (the “Company”)

Whereas ALPA and the Company recognize Christmas is a very important family Holiday and,

Whereas the Company operates a significant number of flights Christmas Day and,

Whereas ALPA and the Company wish to acknowledge Jazz Pilots working on Christmas Day,

Therefore be it resolved that all Jazz Pilots scheduled to work on Christmas Day and who report for duty on Christmas Day, will have a credit, equal to 50 % of his earned credit, deposited in his Time Bank and,

For greater clarity, be it further resolved that Jazz Pilots scheduled for RSV or RCK on Christmas Day who are not assigned duty will not receive the 50 % credit deposit.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT

Signed on this \_\_\_\_th day of March, 2011

For JAZZ AIR LP      For the AIR LINE PILOTS ASSOCIATION, Intl

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No 10**  
**PAY DISCREPANCIES**

Between

The Airline Pilots in the service of Jazz Air LP As represented by the  
Air Line Pilots Association, Int'l., (The "Association") and  
Jazz Air LP doing business as Jazz Air (the "Company")

**Re: Section 10-1.04 Pay Discrepancies**

Whereas the Collective Agreement between the parties contains a mechanism to resolve pay discrepancies, Section 10-1.04;

And whereas the parties wish to update this section to better reflect current payroll and banking practices;

And whereas the parties also wish to ensure a timely, efficient and accurate method of correcting pay discrepancies;

Therefore be it resolved that the language in Section 10-1.04 of the Collective Agreement between the parties be replaced in its entirety as follows;

"Any pay discrepancies under one hundred dollars (\$100) shall be paid on the next regular pay. Any pay discrepancies of one hundred dollars (\$100) dollars and over shall be paid by direct deposit to the Pilot's normal payroll account within four (4) business days."

And be it further resolved this change shall take place starting August 1, 2011 and run concurrent with the Collective Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT

Signed on this day of July, 2011  
For Jazz Air LP  
Association, Int'l.

For Air Line Pilots

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Captain Cal Purves  
Director, Flight Operations

Captain Claude Buraglia  
JAZ MEC Chairman

**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No 13**  
**PILOT WELLNESS COMMITTEE**

Between

The Airline Pilots in the service of Jazz Aviation LP As represented by the  
Air Line Pilots Association, Int'l., (The "Association") and  
Jazz Aviation LP doing business as Jazz Aviation (the "Company")

Re: Pilot Wellness Committee

Whereas Jazz Aviation (the Company) and the Air Line Pilots Association, Intl. (the Association) recognize that a safe, healthy and supportive workplace is important in maintaining a fully productive workforce; and

Whereas a healthy and supportive workplace fosters reduced absenteeism and reduced illness and injury claims; and

Whereas the Company and the Association acknowledge the importance and value of a formally established joint Pilot Wellness Committee (PWC) to provide support, guidance, and resources to pilots to promote wellness; and

Whereas the Company and the Association are committed to the establishment of such a joint committee which shall be governed by an agreed terms of reference;

THEREFORE, the Company and the Association agree as follows:

1. The Company and the Association shall establish a joint PWC composed of two nominees from each party.
2. The two ALPA PWC nominees shall each receive two (2) Company Business Days (COB) per month for the purpose of conducting the business of the Committee.
3. The Company shall not, for the duration of this agreement, apply any new attendance management policies for Jazz pilots without the mutual agreement of ALPA.
4. The Company shall not, for the duration of this agreement, apply the current Attendance Management Program to any pilot participating in the PWC process.
5. For greater clarity, the Company shall not, for the duration of this agreement, terminate any pilot who has reached level five under the current Attendance Management Program.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

6. While a pilot participates in the PWC process, the Company shall not exercise its rights under Section 18.1-03 of the collective agreement to request a sick note. This shall in no way restrict the PWC from requesting and obtaining objective medical data for the purpose of case management.
7. The general mandate of the PWC shall include the following:
  - To provide assistance to pilots facing actual or potential health challenges.
  - To educate pilots on the establishment and maintenance of a healthy lifestyle.
  - To provide each pilot with fair and confidential treatment such as to foster trust and confidence in the PWC process.
8. In addition to the general mandate of the PWC, the Company and the Association shall establish a mutually agreed Terms of Reference.
9. This letter of understanding shall come into effect on March 1st, 2012 and shall run concurrent with the collective agreement. Either party may, upon written notice, terminate this agreement within 30 days at the conclusion of eighteen months of its term.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT

Signed on this                      day of March, 2012

For Jazz Aviation LP  
Int'l.

For Air Line Pilots Association,

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Jolene Mahody  
Chief Operating Officer

---

Captain Donald Lee Moak  
President, ALPA

---

Kirk Newhook  
Director, Labour Relations

---

Claude Buraglia  
JAZ MEC Chairman

---

Cal Purves  
Director, Flight Operations

---

Percy Toop  
Contract Administrator

**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No. 17**  
**TRAINING PILOT CREDIT HOUR LIMITS AND TRAINING DEPARTMENT**  
**REDUCTIONS**

Between

The Airline Pilots in the service of Jazz

Aviation LP As represented by the

Air Line Pilots Association, International (the

“Association”) And

Jazz Aviation LP doing business as Jazz Air (the “Company”)

**Re: Training Pilot Credit hour limits and Training Department Reductions**

WHEREAS the cyclical nature of the CPAs flying causes high demand and low demand seasons,

AND WHEREAS the current flying limitations on a monthly and yearly basis limit the ability of the Training Pilots to assist in balancing the high and low demands,

AND WHEREAS the Association wishes to have a greater input into any required reductions from the Training Department,

NOW THEREFORE, the Company and the Association agree that the following provisions shall apply for Training Pilots;

1. Section 7-10.28, 7-10.29 and 7-10.30 shall be revoked, there will be no limits on the amount of flying that a Training Pilot can be scheduled for, and the following limitations shall apply.
2. Training Pilots must maintain at least 15 days of scheduled training events (including RCK) in any 3 consecutive bid periods.
3. In the event the Company believes there is a requirement to reduce the number of Training Pilots, they shall consult with the Association prior to taking any action. Implementation of any the Associations recommendations shall not be unreasonably withheld by the Company. Once a decision has been made it will then be discussed with the Association prior to any action being taken.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this  
18<sup>th</sup> day of January, 2013.

For JAZZ Aviation LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

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Kirk Newhook  
Director, Labour Relations

---

Captain Donald L. Moak  
President, ALPA

---

Captain Cal Purves  
Director, Flight Operations

---

Captain Claude Buraglia  
MEC Chairman, ALPA JAZ

---

Captain Kent Hardisty  
Manager, Labour Relations

---

Percy Toop  
Contract Administrator, ALPA

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 18**  
**RECURRENT GROUND SCHOOL TRAINING DISTANCE LEARNING**  
**PROGRAM.**

Between

The Airline Pilots in the service of Jazz Aviation LP

As represented by the

Air Line Pilots Association, International (the “Association”) And

Jazz Aviation LP doing business as Jazz Aviation (the “Company”)

**Re: Recurrent Ground School Training Distance Learning Program**

WHEREAS the Company and ALPA have jointly agreed to implement a distance learning program as outlined in the Collective Agreement #2 MOS under paragraph 12 and detailed in Section 7-1.10 & .11,

AND WHEREAS contingent upon Transport Canada approval, a Recurrent Training Distance Learning Program shall be implemented,

NOW THEREFORE, the Company and the Association agree that the following shall apply to Collective Agreement #2;

1. Course Content;
  - a. The Association and the Company agree that any distance learning program syllabus and content shall be subject to an annual review between the Company and ALPA. Two representatives designated by ALPA will be provided with one COB day each for this purpose.
  - b. Any substantive changes to the anticipated time required to complete the distance learning will require agreement between the parties.
  - c. The distance learning program will be available 90 days prior to the expiry date of a Pilot’s recurrent ground school program with a distance learning component.

2. Pay Credits

Upon completion of the distance learning program four (4) credits will be deposited into the Pilots Time Bank.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this  
AGREEMENT this       th day of \_\_\_, 2013.

For JAZZ Aviation LP  
ASSOCIATION,

For the AIR LINE PILOTS  
  
INTERNATIONAL

\_\_\_\_\_  
Captain Steve Linthwaite  
Vice President, Operations

Captain Donald L. Moak  
President, ALPA

\_\_\_\_\_  
Captain Cal Purves  
Director, Flight Operations

Captain Claude Buraglia  
MEC Chairman, ALPA JAZ



**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No. 19**  
**EXPANDED CHARTER OPERATIONS**

Between

The Airline Pilots in the  
service of Jazz Aviation LP

As represented by the

Air Line Pilots Association,  
International (the “Association”)

And

Jazz Aviation LP doing business as Jazz  
Aviation (the “Company”)

**Re: Expanded Charter Operations**

WHEREAS the Company and the Association wish to expand the current airline charter business

AND WHEREAS an expansion of the charter business is mutually beneficial to the Company and the Association

NOW THEREFORE, the Company and Association agree that the following shall apply to charter operations

1) Definitions.

- a. Charter Pairing: Any Pairing that contains non CPA work.
- b. Charter Pairing with Exceptions: Any Charter Pairing that contains exceptions to the current Collective Agreement rules.
- c. Maximum Allowable Duty Period: For Charter Pairings the maximum Duty Period as outlined in the Collective Agreement. For Charter Pairings with Exceptions, the maximum Duty Period as outlined by the Canadian Air Regulations (CAR’s).
- d. Customer Requested Reassignment: A request from the charter customer to change the original planned charter assigned to the Pilot.

2) Charter Operations flexibility.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

- a. Charter customers may require flexibility. Charter Pairing Duty Periods shall be subject to Customer Requested Reassignments up to the Maximum Allowable Duty Period. Customer Requested Reassignments that extend the original scheduled Duty Period beyond 2 hours shall have 2 credits or one half (1/2) the length of the extension, whichever is greater, deposited into the Pilot's Time Bank.

3) Charter Pairing.

- a. All known Charter Pairing(s) will be included in the Monthly bid Package.
- b. Prior to using any Charter Pairing rest facilities the Company must have Association approval. A full onsite inspection as per Section 11-2 (CREW REST FACILITIES) of the Collective Agreement should not be required.

4) Charter Pairing with Exceptions.

- a. The Company's acceptance of a Charter Pairing(s) with Exceptions is subject to mutual agreement by the Association and Company.
- b. Charter Pairings with Exceptions may include but are not limited to:
  - i. Check-ins prior to 05:00a.m with Duty Periods exceeding twelve (12) hours.
  - ii. Duty Periods scheduled to exceed fourteen (14) hours in accordance with the CAR's.
  - iii. Two (2) check-ins within one (1) Calendar Day.
  - iv. Pairings exceeding 4 days.
- c. Unless covered by a WDO, all Charter Pairings with Exceptions shall earn Pay Credits at a rate of one (1) times the Credit level of the Duty Period(s) and in addition have point two five (.25) times the Pay Credits deposited into the Pilots Time Bank.
- d. All known Charter Pairings with Exceptions will be identified and included in the Monthly Bid Package. Charter Pairings with Exceptions will only be awarded to Pilots that specifically bid for them. Unassigned Charter Pairings with Exceptions will not count towards the application of Section 8-32.05. (BLOCK CONSTRUCTION)

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**LETTERS OF UNDERSTANDING**

- e. Reserve Pilots may volunteer but the Company shall never force a Reserve Pilot to cover a Charter Pairing with Exceptions.
- f. The Company shall not Reassign Pilots on Charter Pairings with Exceptions unless the Charter Pairing with Exceptions Duty Period is cancelled in its entirety. A Pilot may voluntarily accept a Reassignment in this situation, provided it falls within Section 8-36 (REASSIGNMENT).
- g. Prior to using any Charter Pairing rest facilities the Company must have Association approval. A full onsite inspection as per Section 11-2 (CREW REST FACILITIES) of the Collective Agreement should not be required.

5) Flica

The Company may post any unassigned Charter Pairings and Charter Pairings with Exceptions on Flica as open flying. When Flica functionality permits the pairings will be designated as Charter Pairings and Charter Pairings with exceptions.

6) WDO Call Out.

- a. The normal order of call out in Section 8-40.08 (WORK DAY OFF) shall not apply for Charter Pairings and Charter Pairings with Exceptions. A Pilot may be offered a WDO in advance of a Pilot subject to Reassignment or a Reserve Block holder.
- b. The WDO's shall be offered in order of Seniority and Status at the Base, and then in order of Seniority on another Base; the Base determined by operational requirements.
- c. Notwithstanding b. above, nothing precludes the Company from using a Reserve Pilot's Reserve Day(s) combine with a WDO to cover a Charter Pairing.
- d. A Charter Pairing or Charter Pairing with Exceptions assigned as a WDO shall only earn Pay Credits at a rate of one point five(1.5) times the Credit level of the Duty Period(s). For greater clarity 4) c above does not apply.

7) Duration.

This Letter of Understanding shall form a part of the Collective

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Agreement and shall run concurrently with the Collective Agreement unless either party gives 60 days notice to terminate this LOU. The LOU shall come into force upon execution. The provisions of the Collective Agreement shall remain in full force except as specifically modified by this LOU.

It is further agreed that should any unforeseen issues arise while expanding the charter business; the parties will meet as soon as possible in order to try and resolve any issues that arise.

For greater clarity the AFL Re: Fishing Charters dated February 27<sup>th</sup>, 2013 shall remain unaffected by this LOU.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 22nd day of August, 2013.

For JAZZ Aviation LP

For the AIR LINE  
PILOTS  
ASSOCIATION,  
INTERNATIONAL

\_\_\_\_\_  
Kirk Newhook  
Director, Labour

Captain Donald L. Moak  
RelationsPresident, ALPA

\_\_\_\_\_  
Captain Cal Purves Captain  
Director, Flight Operations

Claude Buraglia  
MEC Chairman, ALPA JAZ

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 20**  
**FLIGHT CREW ELECTRONIC UNIT PROGRAM**

Between

The Airline Pilots in the service of Jazz Aviation LP As represented by the  
Air Line Pilots Association, International (the “Association”) And  
Jazz Aviation LP doing business as Jazz Air (the “Company”)

**Re: Flight Crew Electronic Unit Program**

WHEREAS the Company has stated its intention to introduce the use of Electronic Units for flight crews,

AND WHEREAS the Company has determined the ipad Mini will meet the minimum standard and be considered the Standard Unit (SU),

AND WHEREAS the initial Phase in of the Units will be for Jazz flight operations manuals only,

AND WHEREAS the Company’s future intent is to include, approach charts, operational flight plans, and online training.

NOW THEREFORE the Company and the Association agree as follows;

1) Purchase

- a) Active Pilots shall order the SU from the provider designated by the Company. The Company shall cover the costs of the minimum SU.
- b) The minimum SU shall have 32 gig of memory, Wi-Fi and be 4G capable. A data plan **is not** required. If a data plan is considered at a later date, the Company and Association shall meet to discuss the details of the data plan.
- c) An appropriate case, as determined by the Company, shall be included in the minimum standard.
- d) The Company shall cover the SU for breakdown or accidental damage that occurs at work within three years from the date of purchase.

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**LETTERS OF UNDERSTANDING**

- e) A Pilot may at his own expense purchase an upgraded version of the SU. Any accessories, excluding the standard case, shall be at Pilot's expense.
- f) Any costs associated with Company required Apps shall be covered by the Company.
- g) New Hire Pilots requiring a SU will be provided with one either from existing units or through the company designated provider.

2) Utilization

- a) Pilots shall take reasonable care to protect the Unit from damage and theft.
- b) The Pilot shall be required to password protect the Unit.
- c) The Unit shall be deemed to have a minimum useful life of three (3) years. If, between three (3) and four (4) years the Unit no longer maintains suitable performance and/or battery life, the Pilot may replace the Unit at Company expense.
- d) Pilots shall be required to have a Jazz email account set up on the Unit. This will be the primary email contact used by Jazz.
- e) The Company shall provide an aircraft mounting system capable of holding the SU and any upgraded versions of the SU.
- f) The Company shall ensure that there are spare Units available at each Base for a Pilot to borrow in the event his own Unit is unavailable. The borrowed Unit shall be returned to the company upon completion of the pairing or as otherwise agreed upon.
- g) In the event that the Unit is stolen while the Pilot is at work, the Unit will be replaced at Company expense. Upgrades from the SU may be covered at the Company's discretion.
- h) In the event that a Unit is lost the Pilot will be required to replace the Unit, at his own expense, using the following prorated basis. Year one (1) 100%, Year two (2) 50%, Year three (3) 20% of the cost of the SU.

3) Returns

- a) A Pilot leaving the employ of the Company or taking a personal leave of greater than six (6) months shall either return the Unit to the Company or

## **SECTION 29**

### **LETTERS OF UNDERSTANDING**

purchase the Unit outright. The Company shall not reimburse the Pilot for any upgrades on a returned Unit.

- b) A Pilot wishing to keep the Unit may do so by purchasing it using the following proration. Year one (1) 100%, Year two (2) 50%, Year three (3) 20% of the cost. Employees who leave the employ of the company within two years (24 months) of commencement of service shall either return the Unit or be responsible for the total cost of the Unit. Such costs shall be deducted from the final pay.

#### 4) Pilot Privacy

- a) The Company acknowledges and agrees that a pilot's personal electronic unit is his own personal property, and the information and data on such a device are private and confidential except for information and data contained within proprietary or other Company provided software or applications.
- b) The Association acknowledges and agrees that information and data provided by the Company through Company provided software or applications on a pilot's electronic unit are Company property and such data may be monitored, replaced, or deleted by the Company.
- c) The Company agrees that the Company will not, under any circumstances, access, collect, manage, or erase data or information of any kind, monitor, add or remove accounts or restrictions, or install or erase applications on a pilot's electronic unit, other than software or applications provided by the Company. In addition, the Company will not use a pilot's electronic unit to determine, monitor, or track his location for any purpose including, but not limited to, disciplinary purposes.
- d) Information or data from a pilot's electronic unit will not be used against a pilot in any manner in a disciplinary proceeding other than for failure to maintain and update information required by Jazz Flight Operations or Transport Canada.
- e) The Company agrees that the individual(s) accountable for Company compliance with the Personal Information Protection and Electronic Documents Act shall ensure that the protections of that Act are communicated to all pilots as they pertain to Unit usage.

#### 5) New Technology

Upon request of either party, the Company and Association shall meet to discuss issues associated with the implementation of any new device and standards.

This LOU shall form part of the Collective Agreement and shall run concurrently with it. The LOU shall come into force upon execution.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this\_day  
of

\_\_\_\_\_, 2013.

For JAZZ Aviation LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

\_\_\_\_\_  
Kirk Newhook  
Director, Labour Relations

\_\_\_\_\_  
Captain Donald L. Moak  
President, ALPA

\_\_\_\_\_  
Captain Cal Purves  
Director, Flight Operations

\_\_\_\_\_  
Captain Claude Buraglia  
MEC Chairman, ALPA JAZ

\_\_\_\_\_  
Captain Kent Hardisty  
Manager, Labour Relations

\_\_\_\_\_  
Percy Toop  
Contract Administrator, ALPA



**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 22**  
**REMOVAL FROM THE LOFT PROGRAM**

Between

The Airline Pilots in the service of Jazz Aviation LP As represented by the

Air Line Pilots Association, International (the “Association”) And

Jazz Aviation LP doing business as Jazz Air (the “Company”)

**Re: Removal from the LOFT Program**

WHEREAS Transport Canada has expressed a concern over the tracking of consecutive unsuccessful PPC events and the recovery training for those pilots in the LOFT Program,

AND WHEREAS the Training Program Manual (TPM) identifies qualification requirements for entry into the LOFT program for Pilots transitioning with an initial training program,

AND WHEREAS the Training Review Board (TRB) will still operate in accordance with 7-30 (TRAINING REVIEW BOARD)

NOW THEREFORE Pilots who have successfully entered into the LOFT program shall be subject to the following;

- 1) Pilots shall be removed from the LOFT program under the following circumstances:
  - a) Unsuccessful evaluations in two consecutive Transport Canada (TC) Pilot Proficiency Checks (PPC) events.
  - b) 3 ATE's in any 12 month period.
- 2) Pilots removed from the LOFT program under this LOU shall be included in a report identifying the date and training events planned prior to reentry into the LOFT program. This report will be available for regularly scheduled meetings with TC and upon request by ALPA.
  - a) In order to be eligible for Re-entry into the LOFT program a Pilot must subsequently successfully complete two (2) consecutive PPC events.
- 3) This LOU shall form part of the Collective Agreement and shall run concurrently with it. The LOU shall come into force upon execution. The provisions of the Collective Agreement shall remain in full force except as specifically modified by this LOU.

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**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2013.

For JAZZ Aviation LP  
INTERNATIONAL

For the AIR LINE PILOTS ASSOCIATION,

\_\_\_\_\_  
Kirk Newhook Captain  
Director, Labour Relations

\_\_\_\_\_  
Donald L. Moak  
President, ALPA

\_\_\_\_\_  
Captain Cal Purves  
Director, Flight Operations

\_\_\_\_\_  
Captain Claude Buraglia  
MEC Chairman, ALPA JAZ

\_\_\_\_\_  
Captain Kent Hardisty  
Manager, Labour Relations

\_\_\_\_\_  
Percy Toop  
Contract Administrator, ALPA

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 23**  
**ALPA MEMBER HIRING**

Between

The Airline Pilots in the service of Jazz Aviation LP

As represented by the

Air Line Pilots Association, International (the “Association”)  
And

Jazz Aviation LP doing business as Jazz Aviation (the “Company”)

**Re: ALPA Member hiring**

WHEREAS the Company and the Association wish to recognize ALPA Inactive Participant Members

NOW THEREFORE, the Company and Association agree that the following shall apply to Section 4-2.02(SENIORITY LIST)

- 1) New hire seniority draw.
  - a. New hire Pilots that are ALPA Inactive Participant Members shall be granted their Jazz seniority numbers prior to other new hires.
  - b. Should there be more than one ALPA Inactive Participant Member they shall be granted their Jazz seniority number in order of their ALPA years of service.
  - c. The remaining new hires shall be granted their Jazz seniority numbers in accordance with Section 4-2.02(SENIORITY LIST).

2) Duration.

This Letter of Understanding shall form a part of the Collective Agreement and shall run concurrently with the Collective Agreement. The LOU shall come into force upon execution. The provisions of the Collective Agreement shall remain in full force except as specifically modified by this LOU.

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**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_\_\_ day of March, 2014.

For JAZZ Aviation LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

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Kirk Newhook  
Director, Labour Relations

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Captain Donald L. Moak  
President, ALPA

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Captain Cal Purves  
Director, Flight Operations

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Captain Claude Buraglia  
MEC Chairman, ALPA JAZ

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**LETTERS OF UNDERSTANDING**  
**LOU No. 24**  
**SICK BANK AND VACATION UPON RETIREMENT**

Between

The Airline Pilots in the service of Jazz Aviation LP

As represented by the

Air Line Pilots Association, International (the “Association”)

And

Jazz Aviation LP doing business as Jazz Air (the “Company”)

**Re: Sick Bank and Vacation Upon Retirement**

WHEREAS Retiring Pilots only option is to take unused sick credits immediately prior to retirement,

AND WHEREAS there is a mutual benefit for the Pilot to have the balance of unused Sick bank credits paid out upon retirement,

AND WHEREAS current increase in retirements have given rise to several vacation issues which can be improved upon,

NOW THEREFORE The Company and the Association agree that the following shall apply;

1. Retiring Pilots have the option to take or be paid the balance of their sick bank upon retirement.
2. Retiring Pilots may take any or all of their earned Vacation/Stats immediately prior to retirement. This shall in no way decrease the open vacation allotment for the remainder of the Pilot group.
3. Any of the Pilots remaining Vacation/Stats shall be paid out in accordance with Section 10-8.01.
4. In order for a Pilot to exercise 2. above, the Pilot must have given written notice of their planned retirement date a minimum of three (3) bid periods prior to the start of the Vacation Period leading up to their retirement date. This notice may

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only be rescinded if there is a minimum of 3 bid periods remaining prior to the start of that Vacation Period.

5. When the Pilot is no longer able to rescind their retirement notice, all of their originally awarded Vacation/Stat Weeks occurring after the start of the Pilots final Vacation Period shall be returned to open vacation.
6. This LOU shall form part of the Collective Agreement and shall run concurrently with it. The LOU shall come into force upon execution. The provisions of the Collective Agreement shall remain in full force except as specifically modified by this LOU.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2014.

For JAZZ Aviation LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

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Kirk Newhook  
Director, Labour Relations

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Captain Timothy G. Conoll  
President, ALPA

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Captain Cal Purves  
Director, Flight Operations

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Captain Claude Buraglia  
MEC Chairman, ALPA JAZ

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Captain Kent Hardisty  
Manager, Labour Relations

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Bert Leger  
Contract Administrator, ALPA

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 25**  
**LOA VACATION PAYOUT**

Between

The Airline Pilots in the service of Jazz Aviation LP

As represented by the

Air Line Pilots Association, International (the “Association”)

And

Jazz Aviation LP doing business as Jazz Air (the “Company”)

**RE: LOA VACATION PAYOUT**

WHEREAS there are no provisions for Pilots on approved LOA’s to have vacation paid out.

NOW THEREFORE the Company and the Association agree that the following shall apply;

1. Any Pilot who is on an approved LOA of two (2) years or greater may at their discretion be paid for any or all remaining vacation.
2. This LOU shall form part of the Collective Agreement and shall run concurrently with it. The LOU shall come into force upon execution. The provisions of the Collective Agreement shall remain in full force except as specifically modified by this LOU.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2014.

For JAZZ Aviation LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

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Kirk Newhook  
Director, Labour Relations

---

Captain Donald L. Moak  
President, ALPA

---

Captain Cal Purves  
Director, Flight Operations

---

Captain Claude Buraglia  
MEC Chairman, ALPA JAZ

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

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Captain Kent Hardisty  
Manager, Labour Relations

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Bert Leger  
Contract Administrator, ALPA



**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**LOU No. 26**  
**AMENDMENT TO PARAGRAAPH 6 OF MEMORANDUM OF SETTLEMENT**

Between

The Airline Pilots in the service of Jazz Aviation LP

As represented by the

Air Line Pilots Association, International (the “Association”)

And

Jazz Aviation LP doing business as Jazz Air (the “Company”)

**RE: Amendment to Paragraph 6 of Memorandum of Settlement.**

WHEREAS on January 12, 2015 the Association and the Company entered into a Memorandum of Settlement amending, *inter alia*, Collective Agreement No. 2 (the “Memorandum of Settlement”) which includes a lump sum payment to eligible Pilots in the amount of ten million dollars (\$10,000,000.00); and

WHEREAS there is concern that the language of the Memorandum of Settlement is not explicit in defining Pilot eligibility for the bonus payment and does not include a dispute resolution process; and

WHEREAS the parties desire to further address certain details of administration of the bonus payment;

NOW THEREFORE, the Company and the Association agree to modify Paragraph 6 of the Memorandum of Settlement to read as follows:

- 1) “Eligible Pilot[s]” shall mean all active bargaining unit employees and all inactive bargaining unit employees on a leave of absence of 180 days or less or who have not passed the change of definition date on Long Term Disability, but in any event including Pilots on maternity or paternity leave for the duration of the leave.
- 2) Subject to ALPA providing a list of Eligible Pilots by February 12, 2015, including the Service Recognition Bonus amount to be paid to each Eligible Pilot, the Company shall, by March 10, 2015, pay a lump sum bonus of Ten million cad dollars (\$10,000,000) to the Eligible Pilots. In the event that ALPA cannot or does not provide such list by February 12, 2015, the date for payment of the lump sum bonus shall be deferred until approximately thirty (30) days after receipt of the list by the Company. The lump sum bonus shall be distributed, less statutory deductions (including dues), to Eligible Pilots, in the following manner:
  - a) The sum of \$500,000 will be held back by the Company from the \$10,000,000 lump sum bonus to ensure funds are available to correct any errors and/or make any adjustments required as a result of the expedited dispute resolution process.

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- i) Provided that the expedited dispute resolution process is completed and any errors or adjustments calculated/determined within ninety (90) days after the payment of the remaining \$9,500,000 to Eligible Pilots, the holdback amount (minus any amount for correction of errors or making adjustments) will be distributed promptly thereafter in an equal amount as to each Eligible Pilot. In the event that the expedited dispute resolution process is not completed and any errors or adjustments calculated/determined within such ninety (90) days, the time for the distribution will be deferred until promptly thereafter.
  - b) A Signing Bonus of \$3000 shall be paid to each Eligible Pilot from the remaining \$9,500,000.
  - c) A Service Recognition Bonus shall be paid to each Eligible Pilot from the remainder of the \$9,500,000 after payment of the Signing Bonus. The Service Recognition Bonus shall be based on the number of years of employment as a Pilot, or portion thereof, as of the date of ratification, (rounded up to the nearest whole number), from the Pilot's date of hire to a maximum of 17 years ("years of service").
    - i) The Service Recognition Bonus for each Eligible Pilot will be calculated by first adding up the cumulative years of service of all Eligible Pilots, then dividing the total dollar amount available for the Service Recognition Bonus for all Eligible Pilots by the sum of all years of service to determine the dollar value of each year of service, and then multiplying that quotient by the years of service for each Eligible Pilot.
- 3) Any dispute by a Pilot challenging the methodology for allocation of the lump sum bonus set forth in this Letter of Understanding or as to eligibility for an allocation of a share of the lump sum bonus or as to an error in the amount allocated to a Pilot shall be resolved in accordance with the following expedited dispute resolution procedure.
- a) The Pilot shall submit a written notice stating the nature of the Pilot's dispute, including the fact basis for the dispute, to the MEC Treasurer within ten (10) days after the date that Pilots have been notified of the calculated Service Recognition Bonus allocation for each Eligible Pilot.
  - b) Any timely submitted dispute as to whether the Pilot was improperly excluded from classification as an Eligible Pilot or as to an error in the calculation of the Pilot's Service Recognition Bonus may be resolved within ten (10) days after the deadline for submission of dispute notices by an allocation committee of three Pilots appointed by the MEC. Any such dispute that is not resolved to the satisfaction of the Pilot shall be submitted to and resolved by final and binding arbitration under subparagraph c below.
  - c) Any timely submitted dispute challenging the methodology for allocation of the

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### **LETTERS OF UNDERSTANDING**

lump sum bonus set forth in this Letter of Understanding or covered by subparagraph b above which is not resolved to the satisfaction of the Pilot shall be submitted to and resolved by final and binding arbitration before Arbitrator William Kaplan on an expedited basis.

- i) The question before the Arbitrator in any dispute covered by subparagraph b above shall be limited to whether or not, under the terms of this Letter of Understanding; (a) the Pilot was improperly excluded from classification as an Eligible Pilot or (b) whether the Pilot's Service Recognition Bonus was improperly calculated. In no case will the Arbitrator's jurisdiction allow for an Award that increases the overall amount of the lump sum bonus beyond \$10,000,000 (ten million dollars).
- ii) The question before the Arbitrator in any dispute challenging the methodology set forth in this Letter of Understanding for allocation of the lump sum bonus shall be limited to whether the MEC, in determining the methodology, considered the purposes or reasons for the lump sum payment and applied relevant factors to seek an equitable result.
- iii) Arbitration proceedings are to be conducted and the decision and award issued on an expedited basis. Absent unanticipated events, the decision and award shall be issued within 75 days of the initial lump sum payment under paragraph 2.a.i above.
- iv) Issues as to process and procedure not set forth in this Letter of Understanding shall be determined by the Arbitrator.
- v) The Arbitrator shall issue a written decision and award addressing each dispute. The decision will include a statement of reasons for the decision on each dispute.
- vi) The President of the Association may determine that the Association appear and participate in the arbitration proceedings.
- vii) The Company, at the Association's request, will attend such hearing to provide evidence as to how it distributed the monies to Eligible Pilots, but will not be named as a respondent to the proceeding save for any errors or omissions in executing ALPA's instructions.
- viii) Costs and expenses incurred by Pilots invoking arbitration proceedings shall be borne by those Pilots.

Signed this 29<sup>th</sup> day of January 2015 in Toronto Ontario  
For JAZZ Aviation LP  
Association, International

For the Airline Pilots

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

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Colin Copp  
Chief Administrative Officer

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Captain Timothy G Canoll  
President

---

Kirk Newhook  
Director Labour Relations and Crew Resources

---

Captain Claude Buraglia  
MEC Chairman

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Captain Kent Hardisty  
Manager of Labour Relations

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Captain Paul Peace  
Negotiating Chairman

**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No. 27**  
**EARLY RETIREMENT PROGRAM**

Between

The Airline Pilots in the service of Jazz Aviation LP

As represented by the

Air Line Pilots Association, International (the “Association”)

And

Jazz Aviation LP doing business as Jazz Air (the “Company”)

**Re: Early Retirement Program**

WHEREAS, the Company wishes to offer Pilots an incentive to retire prior to their mandatory retirement date.

AND WHEREAS, the Association and the Company share the objective of a seamless implementation of the Early Retirement Program (ERP)

NOW THEREFORE, the Company shall offer an ERP under the following conditions for the duration of the contract.

- 10) The company on an annual basis shall offer a minimum of twenty (20) ERP packages to eligible candidates.
- 11) Pilots shall be eligible to apply for the program in the year they attain their 50th birthday but who have not reached their 63rd birthday. The parties agree that the choice of these ages is based on financial considerations.
- 12) The Application period will normally coincide with the Pilot Position bid-01 of each year, but other application periods may be utilized at Company discretion.
- 13) During the first year of the program, Pilots who have attained the age of 63 or older shall be eligible to apply.
- 14) Pilots shall be awarded packages in order of System Seniority except for the 2015 Program period where pilots who have attained their 62nd birthday shall be awarded packages prior to Pilots who have not.

**SECTION 29**  
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- 15) Separation dates shall be determined by Crew Planning, taking into consideration Pilot requests. Separation dates shall be no later than December 31st of the year of application.
- 16) Program details may be reviewed on a periodic basis and are subject to change by mutual agreement between the Company and the Association. The 2015 program terms are listed in appendix 1 with regards to payment, travel and benefits.
- 17) Pilots are not restricted from applying for other separation programs but are only entitled to be awarded and receive payments from one program.
- 18) In the event any provision of this program is deemed unlawful, such provision shall be interpreted in a manner that is consistent with the law and will not render the program invalid.

**Payment Methodology**

- a) Eligible Program participants shall receive:
- i) Taxable, semi-monthly instalments commencing with their date of separation or,
  - ii) A lump sum payment of severance paid at their date of separation.
- b) At the Pilots date of separation all additional monies owed shall be paid to the Pilot, e.g. accrued vacation, Stat time and Time Bank.
- c) Eligible Pilots may access the provisions of Section 18-3.04.
- d) Contributions to the Pension Plan and accrual of pensionable service shall cease on the Pilot's separation date. The Pilot should contact the Pension Department to prepare for their transition to Pension or understand any other options available.

**Payment Calculation**

- c) The Program award shall be two (2) weeks of basic pay (exclusive of premiums and allowances) per year of continuous company service as of the date of separation, up to a maximum of fifty two (52) weeks of the employee's basic salary of record on the date of separation.

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d) Basic Salary shall be calculated using eighty five (85) credits as a standard month.

Note:

- i) All Program award payments shall be subject to all applicable statutory tax withholdings.
- ii) Training Pilots basic pay shall include their rate premium as per Sections 10.18, 7-10.19, 7-10.20 (TRAINING PILOTS)

Employee Travel

Employees may be eligible for travel milestone benefits in accordance with the Jazz travel policy. This is subject to periodic amendment.

Pension and Benefits

Program participants will be permitted to continue, at 100% employee cost, their current extended health care (EHC) plan and basic group life insurance for six (6) months after leaving active service or until employment with another company, whichever comes first. (Please note, “out-of-country” coverage will not be available under the EHC Plan.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2015.

For JAZZ Aviation LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

\_\_\_\_\_  
Kirk Newhook  
Director, Labour Relations

\_\_\_\_\_  
Captain Timothy G. Canoll  
President, ALPA

\_\_\_\_\_  
Captain Cal Purves  
Director, Flight Operations

\_\_\_\_\_  
Captain Claude Buraglia  
MEC Chairman, ALPA JAZ

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

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Captain Kent Hardisty  
Manager, Labour Relations

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Bert Leger  
Contract Administrator, ALPA



**SECTION 29**  
**LETTERS OF UNDERSTANDING**  
**LOU No. 28**  
**PILOT MOBILITY ARRANGEMENT**

Between

The Airline Pilots in the service of Jazz Aviation LP

As represented by the

Air Line Pilots Association, International (the "Association")

And

Jazz Aviation LP doing business as Jazz Air (the "Company")

**Re: Pilot Mobility Arrangement**

WHEREAS, Air Canada and the Company have reached an agreement outlining a process of preferential hiring of current Jazz Pilots by Air Canada (AC);

AND WHEREAS, AC plans to offer employment to Pilots employed by Jazz Aviation who have placed their names on the Pilot Mobility List (PML);

AND WHEREAS, AC plans to offer employment to Pilots hired after January 30, 2015 who have identified interest in the Future Pilot Mobility Arrangement (FPMA);

NOW THEREFORE, the Company and the Association agree as follows:

**PILOT MOBILITY ARRANGEMENT**

The following outlines the process of preferential hiring of current Jazz pilots by Air Canada (AC). Subject at all times to the conditions set forth below, including without limitation, AC's applicable hiring policies and the number of pilots AC requires, AC shall make offers to pilots on the PML, as defined herein below. From January 1, 2015 until the earlier of (a) the date the PML is exhausted, and (b) the date the ALPA agreement expires or is otherwise terminated, PML pilots shall form no less than 80% of the pilots hired by AC. Once the PML has been exhausted, AC will introduce the FPMA which will apply to all of its contracted regional carriers, including without limitation Jazz and Classic Airline, on a proportional pilot headcount basis.

"PML" means the pilot mobility list, established pursuant to the PMA.

"FIP" means the flow incentive payment.

- s. All pilots currently employed with Jazz and listed on the seniority list effective upon ratification of the new ALPA collective agreement will be eligible to be covered under the PMA.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

- t. The term of the PMA will expire on the earlier of (i) the termination of the CPAs, (ii) when the PML is exhausted, or (iii) the expiry or earlier termination of the ALPA agreement.
- u. Upon ratification of a labour agreement between Jazz and ALPA, all pilots will be required to identify their interest to participate in the PMA no later than 6:00 pm Eastern Standard Time on January 29, 2015.
- v. All pilots who choose to participate in the PMA will be identified on the PML.
- w. The PML shall contain a minimum of 625 pilots.
- x. As AC requires pilots, AC shall interview any or all Jazz pilots on the PML. AC has the right to decline to hire any pilot from the PML who does not qualify for employment in accordance with its applicable hiring policy. AC will use commercially reasonable efforts to expedite the interview process to allow candidates as much notice as possible of their start date.
- y. AC will make a minimum of 495 offers to pilots on the PML. Pilots may not remove their names from the PML; however, if after formation of the PML there are fewer than 625 pilots on the PML for any reason other than due to an AC employment offer, the minimum number of offers to be made by AC shall be reduced by 0.8 of a pilot for each pilot who is removed from the PML.
- z. AC will make its offers of employment in order of the seniority (from most senior to less) of the accepted PML candidates, until such time as the term of the PMA expires.
- aa. Once a pilot on the PML receives an offer from AC, that pilot will be assigned the next available course date and receive a seniority number in accordance with the ACPA collective agreement.
- bb. If AC reaches an agreement with ACPA to put in place a reservation system, then pilots on the PML may be assigned a seniority number and taken out of seniority for up to 24 months at AC or Jazz's request.
- cc. If a pilot who receives an offer from AC requests a later start date then that pilot may be provided a delay in beginning employment with AC for up to 24 months and the vacancy passed to the next lower seniority holder on the PML, provided however that the FIP amount will be fixed as of the time of the offer made by AC.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

- dd. All pilots on the PML who become employed at AC pursuant the PMA will be considered new hire employees at AC.
- ee. Each pilot on the PML leaving Jazz or Classic Airline will be entitled to receive a Flow Incentive Payment (FIP) upon termination of their employment with Jazz or Classic Airline and hiring at AC under the PMA, to be paid as provided in this Term Sheet.
- ff. Pilots on the PML who decline an AC offer of employment will (i) be placed on the new wage rate scale for remuneration or (ii) receive an involuntary severance package (in the same amount as the FIP) and have employment with Jazz or Classic Airline terminated.
- gg. FIPs and ISPs will be distributed in annual payments to Jazz over a period of four years.
- hh. In the event that a reservation system is established at AC whereby pilots on the PML accrue seniority at AC, the FIP will be prorated.
- ii. Flight crew incentive payments (FIP) shall be tailored to each individual Pilot to bridge the difference in salaries between Jazz and AC. The calculations of such shall be based upon the formulas laid out in the Excel Book (July 2015 - June 2016 PML Flow Incentive Guide as at 01102015.xlsx) provided by the Company on January 8, 2015.
- jj. Any Pilot that fails to qualify at AC during their initial training shall return to Jazz or Classic Airline as if their employment had never ceased.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2014.

For JAZZ Aviation LP

For the AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

\_\_\_\_\_  
Kirk Newhook  
Director, Labour Relations

\_\_\_\_\_  
Captain Timothy G. Canoll  
President, ALPA

\_\_\_\_\_  
Captain Cal Purves

\_\_\_\_\_  
Captain Claude Buraglia

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

Director, Flight Operations

MEC Chairman, ALPA JAZ

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Captain Kent Hardisty  
Manager, Labour Relations

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Bert Leger  
Contract Administrator, ALPA

**SECTION 30**  
**LETTERS OF INTENT**

**FOQA & FDM**

NO. 2000-04  
between  
AIRBC LTD.  
and  
THE AIR LINE PILOTS  
in the service of  
AIRBC LTD.  
as represented by  
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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FOQA & FDM

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THIS LETTER OF INTENT is made and entered into, by and between AIR BC LTD., (hereinafter referred to as the "Company"), and the AIR LINE PILOTS in the service of AIRBC, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

The Association and the Company have agreed to continue discussion's after ratification of Collective Agreement No.04 regarding the implementation and usage of data recording programs such as Flight Operations Quality Assurance (hereinafter "FOQA") and Flight Data Monitoring (hereinafter "FDM").

The Company has agreed that in the event the Company wishes to implement such programs similar to FOQA or FDM, the design implementation and operation of such programs shall be by mutual agreement between the Company and the Association, and;

The Company and the Association have agreed that a FOQA/FDM Committee shall be establish to oversee the program and establish necessary policies and procedures as required.

## **SECTION 30LETTERS OF INTENT**

The Association and the Company have agreed to and entered into this Letter of Intent.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2000 at Richmond, British Columbia.

FOR AIRBC LTD.

FOR THE AIR LINE PILOTS  
IN THE SERVICE OF AIRBC LTD.

\_\_\_\_\_  
Mr. D. Smith, Chief Operating Officer

\_\_\_\_\_  
Duane E. Woerth, President

\_\_\_\_\_  
Ms. S. Mayo  
Senior Director, Human Resources

\_\_\_\_\_  
Captain I. Pellatt  
MEC Chairman

\_\_\_\_\_  
Mr. C. Copp  
Vice - President, Flight Operations  
Chairman

\_\_\_\_\_  
Captain D. Emery  
MEC Negotiating Committee

\_\_\_\_\_  
Captain K. Sams  
MEC Negotiating Committee

\_\_\_\_\_  
First Officer M. Comeau  
MEC Negotiating Committee

\_\_\_\_\_  
Mr. A. Leger  
Contract Administrator