

COLLECTIVE AGREEMENT NO. 2

between

AIR GEORGIAN LIMITED

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and those
employees
as represented by the

**ONTARIO REGIONAL EMPLOYEE
ASSOCIATION**

EFFECTIVE: August 1st, 2001 to December 31st, 2005

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TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
PREAMBLE.....	7
1 GENERAL SCOPE.....	8
1.1 RECOGNITION.....	8
1.2 RELATIONSHIP.....	8
1.3 MANAGEMENT RIGHTS.....	8
1.4 EMPLOYMENT REORGANIZATION.....	9
1.5 ISSUANCE OF AGREEMENT.....	9
1.6 GENDER.....	9
2 DEFINITIONS.....	10
3 RATES OF PAY.....	15
3.1 PAY PERIODS.....	15
3.2 PAY SCHEDULES.....	15
3.3 DIRECT DEPOSIT.....	15
3.4 PAY DISCREPANCIES.....	15
3.5 RATES OF PAY.....	15
3.6 PERFORMANCE APPRAISALS.....	16
4 HOURS OF SERVICE.....	18
4.1 MONTHLY MAXIMUM.....	18
4.2 ASSOCIATION DAYS OFF BANK.....	18
5 PROBATION.....	19
5.1 PROBATION PERIOD.....	19
6 INTENTIONALLY LEFT BLANK.....	20
7 VACATION AND STATUTORY HOLIDAYS.....	21
7.1 VACATION YEAR.....	21
7.2 VACATION ENTITLEMENT AND PAY.....	21
7.3 STATUTORY HOLIDAY ENTITLEMENT PAY.....	22
7.4 HOLIDAY WEEK EXCHANGES.....	22
8 LEAVES OF ABSENCE.....	23
8.1 GENERAL.....	23
8.2 MATERNITY LEAVE.....	23
8.3 CHILD CARE LEAVE.....	24
8.4 JURY/WITNESS DUTY.....	24
8.5 COMPASSIONATE LEAVE.....	24
8.6 BEREAVEMENT LEAVE.....	24
8.7 LONG TERM ILLNESS OR INJURY.....	25
9 SICK LEAVE.....	27
9.1 APPLICATION.....	27
9.2 PAY CREDITS.....	27

9.3	ENTITLEMENT.....	27
9.4	BOOK OFF.....	27
9.5	RETURNING TO DUTY.....	27
9.6	OUT OF COUNTRY.....	27
9.7	DOCTOR CERTIFICATE.....	28
10	TRAVELLING AND MOVING EXPENSES	29
10.1	EMPLOYEE OPTIONED MOVES.....	29
10.2	COMPANY REQUESTED MOVES.....	29
10.3	EXPENSES COVERED.....	29
11	EXPENSES, LODGING AND TRANSPORTATION	31
11.1	COMPANY BUSINESS EXPENSES.....	31
11.2	MEAL ALLOWANCE.....	31
11.3	MATERIALS/BAGGAGE LOSS.....	32
12	LEGAL	33
12.1	INTENTIONALLY LEFT BLANK	33
12.2	EMPLOYEE COSTS	33
12.3	ESTATE SETTLEMENT.....	33
12.4	EMPLOYEE FILES	33
12.5	EMPLOYEE WITNESSES/REPRESENTATIVES	33
12.6	OPERATIONAL IRREGULARITIES	34
13	GRIEVANCE PROCEDURE	35
13.1	GRIEVANCE PROCEDURES.....	35
14	DISCIPLINE OR DISCHARGE	37
14.1	DISCIPLINE OR DISCHARGE GENERAL	37
15	ARBITRATION	39
15.1	ARBITRATION GENERAL	39
16	UNIFORMS AND GROOMING STANDARDS	41
16.1	GENERAL.....	41
17	DEDUCTION OF DUES	42
17.1	PAYROLL DEDUCTION OF DUES.....	42
18	EMPLOYEE BENEFITS	43
18.1	GENERAL.....	43
18.2	VISA, TRAVEL DOCUMENTS, PASSPORTS, INOCULATIONS.....	43
19	MISSING, HIJACKING OR INTERNMENT	44
19.1	GENERAL.....	44
20	DURATION	46
20.1	DURATION.....	46
	APPENDIX 'A': PILOTS	47
A1	GENERAL SCOPE	47
A1.1	APPLICATION.....	47
A1.2	PILOT'S PROFESSIONAL FLYING	47
A1.3	ISSUANCE OF AGREEMENT.....	47
A2	INTENTIONALLY LEFT BLANK	48
A3	RATES OF PAY	49

A3.1	PAY BASIS	49
A3.2	MINIMUM GUARANTEE	49
A3.3	INTENTIONALLY LEFT BLANK	49
A3.4	PAY SCHEDULES	49
A3.5	ASSIGNMENT PROTECTION	49
A3.6	PERMANENT ASSIGNMENT CHANGES	49
A3.7	RATES OF PAY	50
A3.8	ADDITIONAL DUTY HOLDERS	51
A3.9	EXTRA ODOs	52
A4	HOURS OF SERVICE	53
A4.1	OVER PROJECTION	53
A4.2	MUST FLY CLAUSE	53
A4.3	PILOT OVERTIME PENALTY	53
A4.4	DEADHEADING	53
A4.5	DUTY PERIOD START AND END	53
A4.6	REPORTING TIME	54
A4.7	MINIMUM REST	54
A4.8	PILOTS MINIMUM SCHEDULED DAYS OFF	55
A4.9	STANDING RESERVE	55
A4.10	ASSIGNMENT LIMITATIONS	55
A4.11	FLIGHT CREDITS	56
A4.12	FOOD AND WATER	56
A5	INTENTIONALLY LEFT BLANK	57
A6	NEW OPERATIONS	58
A6.1	HIRING OUTSIDE THE COMPANY	58
A6.2	ASSOCIATION INTRODUCTION TO NEW HIRES	58
A7	VACATION AND STATUTORY HOLIDAYS	59
A7.1	VACATION ENTITLEMENT AND PAY	59
A7.2	STATUTORY HOLIDAY ENTITLEMENT AND PAY	59
A8	LEAVES OF ABSENCE	61
A8.1	GENERAL	61
A9	SICK LEAVE	62
A9.1	SUBSEQUENT PAIRINGS	62
A9.2	RESERVE OBLIGATIONS	62
A9.3	SENIORITY	62
A9.4	RETURN TO DUTY	62
A9.5	FLIGHT CREW OBLIGATIONS	62
A10	INTENTIONALLY LEFT BLANK	63
A11	EXPENSES, LODGING AND TRANSPORTATION	64
A11.1	MEAL ALLOWANCE	64
A11.2	CREW REST FACILITIES	64
A11.3	HOTEL STANDARDS	65
A11.4	GROUND TRANSPORTATION STANDARDS	65
A16	UNIFORMS AND GROOMING STANDARDS	67
A16.1	FLIGHT CREW DRESS CODE AND GROOMING STANDARDS	67

A16.2	SCHEDULED SERVICE PILOTS.....	67
A16.3	CHARTER PILOTS.....	68
A17 – A19	INTENTIONALLY LEFT BLANK.....	69
A20	SCHEDULING.....	70
A20.1	OBJECTIVE.....	70
A20.3	PAIRING CONSTRUCTION.....	71
A20.4	BLOCK CONSTRUCTION.....	73
A20.5	OPEN FLYING BID.....	74
A20.6	TRIP TRADES.....	75
A20.7	RESERVE.....	75
A20.8	DRAFTING.....	78
A20.9	REASSIGNMENT.....	79
A20.10	DISPLACEMENT.....	80
A20.11	BLOCKING AND ASSIGNMENT ERRORS.....	80
A20.12	IRREGULAR OPERATIONS.....	80
A21	SENIORITY.....	82
A21.1	SENIORITY LIST MAINTENANCE.....	82
A21.2	SENIORITY LIST CONTENTS.....	82
A21.3	SENIORITY LIST PROTEST.....	82
A21.4	SENIORITY RIGHTS.....	82
A21.5	CEASE TO ACCRUE SENIORITY.....	83
A21.6	SENIORITY ADJUSTMENT.....	83
A21.7	FORFEIT OF SENIORITY.....	83
A21.8	ACCRUAL FOR NON-FLYING/SUPERVISORY DUTIES.....	83
A22	SUPERVISORY AND MANAGEMENT FLYING.....	84
A22.1	SCOPE.....	84
A22.2	COMPANY RIGHTS.....	84
A22.3	RETURN TO LINE FLYING.....	84
A22.4	REVENUE FLYING RESTRICTION.....	84
A22.5	ABILITY TO DISPLACE	84
A22.6	FLYING ACCOUNTABILITY.....	85
A22.7	MANPOWER REQUIREMENTS.....	85
A22.8	SUPERVISORY CREW	85
A22.9	FLYING BY SENIORITY.....	85
A22.10	SENIORITY EXEMPTION.....	85
A23	FILLING OF POSITION VACANCIES.....	86
A23.1	AVAILABLE EQUIPMENT ASSIGNMENTS.....	86
A23.2	PERMANENT ASSIGNMENTS.....	86
A23.3	LETTERS OF PREFERENCE.....	86
A23.4	AWARDING OF POSITIONS.....	87
A23.5	PAY TRANSITIONS.....	87
A23.6	INTENTIONALLY LEFT BLANK.....	87
A23.7	REDUCTION AND DISPLACEMENTS.....	87
A23.8	TEMPORARY ASSIGNMENTS.....	88
A23.9	BASE TRADE.....	89
A23.10	REINSTATEMENT RIGHTS.....	89

A23.11	TEMPORARY BASE.....	90
A24	TRAINING.....	92
A24.1	FAILURE TO QUALIFY.....	92
A24.2	INITIAL NEW HIRE TRAINING.....	92
A24.3	RECURRENT TRAINING (IFR/PPC/PCC RENEWAL).....	92
A24.4	LINE CHECK.....	93
A24.5	STATUS OR EQUIPMENT ASSIGNMENTS.....	93
A24.6	EQUIPMENT ASSIGNMENT, A/C TECHNICAL GROUND SCHOOL.....	94
A24.7	RECURRENT GROUND SCHOOL.....	95
A24.8	GENERAL.....	95
A24.9	ADDITIONAL OPPORTUNITIES.....	96
A25	PHYSICAL EXAMS.....	97
A25.1	GENERAL.....	97
A26	FURLOUGHING.....	98
A26.1	FURLOUGHING.....	98
A26.2	EMPLOYMENT SECURITY.....	99
A27	DATA RECORDERS.....	100
A27.1	GENERAL.....	100
A28	ACCIDENT OR INCIDENT INVESTIGATIONS.....	102
A28.1	GENERAL.....	102
APPENDIX 'B': MAINTENANCE.....		103
B1 - B2	INTENTIONALLY LEFT BLANK.....	103
B3	RATES OF PAY.....	104
B3.1	HOURLY RATES.....	104
B4 - B6	INTENTIONALLY LEFT BLANK.....	106
B7	VACATION AND STATUTORY DAYS.....	107
B7.1	STATUTORY HOLIDAY ENTITLEMENT AND PAY.....	107
B8 - B10	INTENTIONALLY LEFT BLANK.....	108
B11	EXPENSES . LODGING AND TRANSPORTATION.....	109
B11.J	MAINTENANCE PROFESSIONAL EXPENSES.....	109
B12 - B15	INTENTIONALLY LEFT BLANK.....	110
B16	UNIFORMS.....	111
B16.1	GENERAL.....	111
B16.2	MAINTENANCE.....	111
B17 - B23	INTENTIONALLY LEFT BLANK.....	112
B24	TRAINING.....	113
B24.1	STANDARDS.....	113
B25 - B28	INTENTIONALLY LEFT BLANK.....	114
APPENDIX 'C': ADMINISTRATION.....		115
C1 - C2	INTENTIONALLY LEFT BLANK.....	115
C3	RATES OF PAY.....	116
C3.1	HOURLY RATES.....	116
C4 - C28	INTENTIONALLY LEFT BLANK.....	117

APPENDIX 'D': FLIGHT FOLLOWING.....	ii8
D1 - D2 INTENTIONALLY LEFT BLANK.....	
D3.1 HOURLY RATES	119
D4 HOURS OF SERVICE.....	120
D4.1 WORK FORCE REQUIREMENTS.....	120
D4.2 SHIFT TRADES.....	120
D5 - D6 INTENTIONALLY LEFT BLANK.....	121
D7 VACATION AND STATUTORY DAYS.....	122
D7.1 STATUTORY HOLIDAY ENTITLEMENT AND PAY	122
D8 - D22 INTENTIONALLY LEFT BLANK.....	123
D23 FILLING OF POSITIONS.....	124
D23.1 FILLING OF POSITIONS.....	124
D24 - D28 INTENTIONALLY LEFT BLANK.	125

PREAMBLE

This Agreement is made and entered into by and between Air Georgian Limited, hereinafter referred to as the Company, and the Ontario Regional Employee Association, hereinafter referred to as the Association.

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Association and the employees covered by this agreement and to provide machinery for the timely disposition of grievances.

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

The Association recognizes that the business in which the Company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market and the Association agrees to support the Company in obtaining these objectives, all of which are consistent with this collective agreement.

The parties agree that there will be no strike or lock-out during the term of this agreement unless the conditions of the Canada Labour Code are met.

1 GENERAL SCOPE

1.1 RECOGNITION *

1.1.1 ~~_____ 1998 by the Canada Labour Relations Board, or as may be amended, the company recognizes the Ontario Regional Employee Association as the sole bargaining agent of all Employees of Air Georgian Limited.~~

1.1.2 Except as otherwise agreed, this agreement shall not apply to Supervisors and those above the rank of Supervisor, Crew Chiefs, Chief Pilots, Flight Operations Manager, Production Manager, Manager of training, Charter Co-ordinator, Contract Liaison, Flight Safety Officer (while involved in Safety related duties), Executive Assistant(s) and Controller.

1.1.3 In this Agreement, the word "Employee" and "Employees" shall mean only persons included in the bargaining unit description set out in Section 1.1.2.

1.2 RELATIONSHIP

1.2.1 The Company and the Association agree to observe the provisions of the Canadian Human Rights Act.

1.2.2 The Company and the Association agree that they shall not interfere with, restrain, coerce or discriminate against Employees in their lawful right to become, and remain members of the Association and to participate in its activities or to refrain from becoming or cease to be members of the Association.

1.2.3 The Association agrees that, except for provided in this agreement, there will be no Association activity on the premises of the Company during the Employees working hours except by agreement with the Company.

1.3 MANAGEMENT RIGHTS

1.3.1 The Association acknowledges the exclusive function of the Company generally to manage the enterprise in which it is engaged and to direct the Employees and, without restricting the generality of the foregoing, to:

- a) Maintain order, discipline, efficiency, and set qualifications;
- b) Hire, retain, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline Employees for just cause subject to the right of Employees to grieve to the extent and manner provided herein if the specific provisions of this Agreement are violated in the exercise of these rights;

Generally, to manage the enterprise in which the Company is engaged without restricting the generality of the foregoing, to plan, direct and control operations, to direct the workforces, to determine the number and location of facilities, to determine the quality of service and processes, methods of procedures to be employed, to determine the direction of the workforce, the schedules of work, and methods necessary to perform any service that may be required to manage the enterprise and its business, to establish schedules, standards of performance, to select, procure and control supplies, materials, products and produce, to determine the extension, limitation, curtailment or cessation of operations, to determine the number of hours to be worked, starting and quitting times;

Issue and enforce from time to time such reasonable rules and regulations, as the Company deems necessary to ensure the successful operation of its business. Breach of any such rules by an Employee may be cause for disciplinary action;

Limit, suspend or cease operations or make necessary arrangements due to a change in the Company's policies; and

Discipline and discharge probationary Employees for any reason provided only that such decision is not discriminatory or made in bad faith.

1.3.2 All matters concerning the operations of the Company not specifically dealt with herein shall be reserved to the Company and its exclusive right.

1.4 EMPLOYMENT REORGANIZATION

1.4.1 Intentionally Left Blank

1.5 ISSUANCE OF AGREEMENT

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

1.5.2 The Association agrees to distribute all new Letters of Understanding to all employees within thirty (30) calendar days after their respective signing dates.

1.6 GENDER

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

2 DEFINITIONS

- 2.1.1 **Base** shall mean a specific airport designated by the Company, and indicated on the Pilot Seniority List, from which a pilot or a group of pilots carry out **scheduled** or non-scheduled flying. For the purposes of this Agreement, Toronto Pearson (CYYZ) shall constitute the following airports Buttonville (CYKZ), Hamilton (CYHM), Downsview (CYZD) and Toronto City Centre (CYTZ).
- 2.1.2 **Bid Award** shall mean **written** notice of change or confirmation of **permanent** assignment given to a pilot from the Company. The Bid Award must contain the **effective** date.
- 2.1.3 **Black holder** shall mean a pilot who currently holds a **flying** block.
- 2.1.4 **Bump** shall mean the mechanism whereby a pilot may exercise his seniority to displace a **more** junior pilot from his **permanent** assignment.
- 2.1.5 **Calendar Day** shall mean a twenty-four (24) hour period from **midnight** to the following **midnight**.
- 2.1.6 **Captain** shall mean the pilot member of the flight crew **first** in command of the flight and who is responsible for the manipulation of, or who manipulates, the flight **controls** of an aircraft while underway, including take **off** and landing of such aircraft, and who is properly qualified and designated by the Company to **serve** as, and holds currently **effective** Ministry of Transportation **Certificates** authorizing him to **serve** as such Captain. **When two (2) or more** Captains are designated on **the same crew** on a Company **operated** aircraft, the most **senior** on the Pilot's Seniority **List** shall be in command of the aircraft. **Supervisory** Pilots in the conduct of **supervisory** duties shall **be exempt** from this provision.
- 2.1.7 **Charter Flying** shall mean any revenue flying or special assignments, excluding extra sections and **scheduled** airline **type** flying.
- 2.1.8 **Check In** shall mean the time when an employee's duty period **commences** upon arrival.
- 2.1.9 **Check Pilot** shall mean any pilot authorized by the appropriate regulatory body to conduct **Flight Tets** for the purposes of licensing and **licensing renewals**, including Company A/C Check pilots, Transport Canada Examiners, and FAA Examiners
- 2.1.10 **Company** for the purposes of this Agreement shall mean Air Georgian Limited.
- 2.1.11 **Day** shall mean any consecutive twenty-four hour (24) period.
- 2.1.12 **Deadhead** shall mean to travel to a location specified by the Company for the purpose of reporting to work.

2.1.13 **Displacement** shall mean the removal of a pilot by the Company from any flight(s) 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.

2.1.14 **Domicile** shall mean that place at which a Pilot or group of Pilots reside.

2.1.15 **Draft** shall mean the assignment of a pilot to any duty on a day, which he was not originally scheduled for duty. A draft cannot take place on a day on which a pilot is scheduled for duty unless two duty periods are assigned, in which case the first duty period would be a re-assignment, and the second duty period would be a draft.

2.1.16 **Duty Period** shall mean the elapsed time from required report, or actual reporting time, whichever is later, to the time of release.

2.1.17 **Effective Date** shall mean the date on which an employee is projected to begin duties in a new permanent assignment as awarded via a Bid Award.

2.1.18 **Employee** shall mean any person employed by the company, excluding those individuals in supervisory or management positions.

2.1.19 **Equipment Status** shall mean the type of equipment to which a Captain or First Officer is permanently assigned.

2.1.20 **First Officer** shall mean the pilot member of the flight crew who is second in command of the flight, and any part of whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while underway, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds currently effective Ministry of Transportation Certificates authorizing him to serve as such First Officer.

2.1.21 **Intentionally Left Blank**

2.1.22 **Flight Test** shall mean any aircraft or approved simulator session used for the purposes of evaluating a pilot's competency in accordance with Transport Canada standards for licensing and licensing renewal, or rating.

2.1.23 **Flight Time (Relating to Flight Credit Calculations not Regulatory Requirements)** shall mean the elapsed time between first movement of the aircraft from the gate, until final movement onto any gate or parking location. This time will include any push back or tow in. At airports where pilots are scheduled to taxi an aircraft to reposition from gate to gate, or from gate to overnight parking, the Company will establish, in consultation with the Association, and publish an average taxi time that will be added to the pilot's flight credits.

2.1.24 **Flying Block** shall mean a monthly schedule of flight duty periods (including training, vacation days, statutory holidays, moving days, known releases and all other applicable credits)

and days ~~off~~ constructed for a pilot from his bid. A **Flying** block will not normally be made up of any reserve periods. The Company may award or the pilot may bid combined (flying and reserve days) blocks as necessary for the completion of a roster or block award.

2.1.25 Intentionally Left Blank

2.1.26 Length of Service shall mean the period that an employee is carried on the Company payroll and receives remuneration for duties performed. Length of service is solely applicable to: vacation entitlement and award, travel privileges, benefits and severance. Length of service does not include seniority accumulation as applicable to employees who transfer between departments.

2.1.27 Line Check shall mean a check where a person who is qualified to act in a crewmember position on a large aeroplane operated in a commercial air service is required to perform the duties and responsibilities of the crewmember position on a flight that is representative of flights conducted by the air carrier.

2.1.28 Loft shall mean a training and checking program using an advanced aircraft type simulator to carry out flight profiles representative of the air carriers route structure and incorporating realistic pre flight briefings, communications, normal, abnormal and emergency procedures.

2.1.29 Management Pilot(s) shall mean those pilots who are excluded from the bargaining unit as per Section 1.1.3

2.1.30 Month shall mean a complete calendar month for the purpose of this agreement and its flight and scheduling limitations. January shall be considered from January 1st to January 30th inclusive; February shall be considered to be from January 31st to March 1st inclusive and March shall be from March 2nd to March 31st inclusive; the first three months 30 days each. In any leap year February will have 31 days. A month will be the normal bid period in this agreement.

2.1.31 MOT shall mean Canadian Ministry of Transport.

2.1.32 Multi-day Pairing shall mean a pre-arranged grouping of two or more pairings interrupted by rest period(s) away from home base.

2.1.33 On-the-Job-Training shall mean the training and monitoring of a Trainee under the direct supervision of a qualified Flight Follower.

2.1.34 Open Flying shall mean any flying not shown in the full flying blocks as well as any unscheduled flying arising during the bid period.

2.1.35 Over Projection shall mean the situation that exists when a pilot's actual flight time credits plus his projected flight time credits for a month exceed the monthly maximum as provided for in Section A4.1.1.

2.1.36 Pairing shall mean a pre-arranged schedule of flights constituting one complete duty period.

2.1.37 Permanent Assignment shall mean the position held by a pilot in regard to Base, Equipment and Status. A change in any or all of the preceding shall constitute a change in a pilot's permanent assignment.

2.1.38 Pilot shall mean Captain or First Officer as defined herein.

2.1.39 Pre-defined duties or assignments are special assignments or duties initiated by the company for the purpose of selecting a pilot with special skills, abilities or otherwise positive attributes that is seen to be a benefit to the assignment, Company or customer.

2.1.40 Qualified shall mean the same as the MOT or Company definition for equipment or status.

2.1.41 Reassignment shall mean the assignment of a pilot on a scheduled working day to any flight(s) not originally scheduled on his block.

2.1.42 Reduction shall mean a decrease in the number of assignments in status on an equipment type at a Company base.

2.1.43 Released shall mean the time when a pilot's duty period ends.

2.1.44 Reserve Block shall mean a monthly schedule of reserve days, training, vacation days, statutory holidays, moving days, known releases, all other applicable credits and days off constructed for a pilot from his bid.

2.1.45 Reserve block holder shall mean a pilot who does not hold a flying block, but is assigned to a reserve block.

2.1.46 Reserve Day shall mean a period in which a pilot is assigned a reserve shift.

2.1.47 Reserve Period shall mean a period in accordance with Section A20.7.1, within a reserve day, when a pilot so assigned is expected to be available when called to operate a flight in accordance with his status and equipment competency.

2.1.48 Rat Period shall mean the period of time following a duty period during which a pilot is relieved of all duty associated with the Company, and free from any Company interruptions

during the legal rest period prior to check in. A pilot may be contacted in the hour prior to check in only if his check in time will be delayed.

2.1.49 Scheduled Flying shall mean all revenue airline passenger flying, including extra sections.

2.1.50 Status shall mean a pilot's assigned classification. I.e. Captain or First Officer.

2.1.51 Supervisor shall mean a person assigned by the Company to perform supervisor duties as the majority of their assigned work. Supervisors may perform non-supervisory duties as required by their position and to meet the requirements of the Company.

2.1.52 Supervisory Pilot(s) shall mean those pilots whose names are on the Pilot's Seniority List, and who hold Check Pilot authority, Training Instructor, or Simulator Instructor positions as designated by the Company.

2.1.53 Temporary Assignment shall mean a pilot position in regard to base, Equipment or Status of three (3) months or less duration.

2.1.54 Time Balancing shall mean the removal of a pairing or portion thereof from a pilot's block in order to resolve an over projection.

2.1.55 Training Pilot shall mean any pilot involved in the training department for the purposes of providing flight, simulator, ground school, or other training to flight crew.

2.1.56 Vacancy shall mean an unfilled position at a base.

3 RATES OF PAY

3.1 PAY PERIODS

3.1.1 Pay periods will be on a bi-monthly basis. Wages will be paid on the fifteenth (15th) and the last day of the month, unless such day falls on a holiday, or day when the banks are closed. In this case, the employee shall be paid on the full banking day preceding the regular payday.

3.2 PAY SCHEDULES

3.2.1 The pay for employees other than pilots on the fifteenth (15th) of the month will be the number of hours worked or semi monthly salary as applicable in the corresponding pay period at the applicable hourly rate, less the required deductions. The pay on the last day of the month will be the number of hours worked in the applicable pay period at the applicable hourly rate, plus all adjustments including allowances, and expenses incurred, less the required deductions.

3.3 DIRECT DEPOSIT

3.3.1 Employees providing the payroll department with the required bank account information will receive their pay via direct deposit into their account as per the schedule established in Section 3.2. A pay stub shall be provided to the employee on the same date as the pay deposit outlining all appropriate wages and deduction information. A separate accounting will be provided to each employee on the same date as the pay deposit detailing all expenses, overtime hours, and other compensation paid.

3.4 PAY DISCREPANCIES

3.4.1 Any pay discrepancies under one hundred dollars (\$100.00) will be paid on the next regular pay. Any discrepancies one hundred dollars (\$100.00) or over will have a separate cheque issued within three (3) business days of the discovery of the discrepancy.

3.5 RATES OF PAY

Please refer to the corresponding Appendix for the applicable Rates of Pay.

3.5.1 All pay scales for employees progress upwards by a level system. In accordance with Section 3.6, employees may progress to the next pay level on the anniversary of their seniority or hire date, providing their performance appraisal is positive, and having regard to any position or pay upgrades or increases during the year up to the seniority or hire date.

3.5.2 Pay scales as outlined in Appendices A B C and D will be adjusted upwards on August 1st of each year this contract is in force by the amount of the Bank of Canada Consumer Price Index (CPI) twelve-month average rate for the previous **three (3)** months.

3.6 PERFORMANCE APPRAISALS

3.6.1 All employees will receive a **performance** appraisal during their probation period. Thereafter all employees will receive at least one review **every year** in conjunction with their hire date or seniority date anniversary. The Company may elect to forgo the requirement for a **Performance** appraisal on an individual basis; in this case the employee will automatically progress to the next pay level.

3.6.2 The appraisal will cover such topics as:

- a) work ethic;
- b) ability to work with **others**;
- c) ability to carry out ones assigned tasks with an average amount of supervision;
- d) the display of professionalism towards clients, peers, management, **subordinates**, support staff and contractors;
- e) any other topic that the Supervisor/Manager deems necessary to cover during an annual review to fully assess an Employees efforts and effectiveness towards his assigned duties;
- f) In addition, if applicable by position held; a review of any incidents, accidents or occurrences during the past twelve (12) months.

3.6.3 The results of this review will be used in determining if the Employee is to be granted a pay increase to the next level, or what portion thereof may be assigned for the following twelve (12) months.

3.6.4 The Company may, at its discretion, and to provide an incentive for its Employees, decide to advance an Employee to a higher pay level before the Employee's anniversary date based upon a higher than expected level of performance.

3.6.5 An employee who feels that he is performing at a level higher than his current pay level may, once every twelve (12) months, approach his supervisor and request a performance appraisal before his anniversary date. Management will grant all such requests and make every effort to determine if the Employee's level of performance warrants a pay level advancement.

3.6.6 If the Employee does not feel he has been treated fairly during the performance appraisal, he can request a review of the process to be conducted by higher Management. Upon receiving the request, Management will schedule a meeting with the Employee, an

Association representative and the appropriate Supervisor/Manager to determine if any changes are warranted.

3.6.7 In any case the Employee will receive a written copy of the review which will include explanations regarding the salary adjustments.

3.6.8 The Company will not exercise its discretion referred to in 3.6.3 in a manner, which is arbitrary, discriminatory, or in bad faith.

4 HOURS OF SERVICE

4.1 MONTHLY MAXIMUM

4.1.1 All non pilot employees shall work either a standard or compressed forty (40.0) hour work week. Any hours worked in excess of forty per week will be paid at one and one half times (1 1/2X) the employee's hourly rate.

4.1.2 All non pilot employees shall receive one (1) paid one half hour lunch break, and two (2) unpaid fifteen minute breaks during their daily shift,

4.2 ASSOCIATION DAYS OFF BANK

4.2.1 The Company agrees to grant the Association up to five (5) days off per month for use by the Association Executive in order to complete Association business. Any member of the Executive may use such banked day when necessary, and will inform Crew Scheduling as far in advance as possible of the day off requirement. Any unused days may not be carried forward to the next month,

5 PROBATION

5.1 PROBATION PERIOD

5.1.1 New hire employees will be required to serve a probation period of six (6) months of service with the Company. Cumulative service shall be taken into account in determining the fulfillment of the probation period. The Company reserves the sole right to retain any employee during his probation period. Under special circumstances, this period may be extended by agreement between the Company and the Association. In such cases, the employee shall be advised in writing.

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7 VACATION AND STATUTORY HOLIDAYS

7.1 VACATION YEAR

7.1.1 The "Vacation Year" shall commence January 1st in any year and terminate on December 31st of the same year.

7.2 VACATION ENTITLEMENT AND PAY

7.2.1 Annual vacation with pay will be granted to all employees in accordance with the following schedule:

<u>Length of Employment</u>	<u>Vacation</u>
From one to two years	the equivalent of ten (10) weekdays
Three to five years	the equivalent of twelve (12) weekdays
Five years or more	the equivalent of fifteen (15) weekdays

For clarity a "weekday" is defined as a day between Monday and Friday

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

7.2.3 Employee vacation bids must be submitted by the 1st day of October for the following vacation year. Employee's are encouraged to submit first, second, and third choices on their bids, in the event that their first choice is not available due to someone more senior bidding the same period. Assigned vacation bids will not be changed except by mutual agreement between the Company and the employee. The Company will respond with an approval or denial by the 1st day of November of the same year as the bid. In the event that the employee does not request vacation in accordance with this section, the Company may, in its discretion and in consultation with the employee, assign the vacation days to the employee.

7.2.4 Employee's may elect not to submit a vacation bid, and may apply for their vacation period during the year. In this case, the vacation period is subject to approval by the Company, once approved, however it will not be changed except by mutual agreement between the employee and the Company. The employee may not displace a vacation bid submitted previously under Section 7.2.3, regardless of seniority. The Company is required to respond with an approval or denial at least thirty (30) days prior to the date of the vacation.

7.2.5 Vacations are non cumulative and must be taken during the year in which the employee is eligible.

7.2.6 Payment of Vacation: An employee while on vacation shall be paid in the regular

manner. At the end of each vacation year, the Company will calculate the amount of vacation that the employee is entitled to under the terms of this agreement, deduct vacation taken, and will pay the difference if any by the end of February of the following year.

7.2.7 Nothing in this section shall prevent an employee from obtaining his full entitlement under the Canada Labour Code.

7.3 STATUTORY HOLIDAY ENTITLEMENT PAY

7.3.1 Those days considered Statutory holidays are listed below:

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

7.3.2 In the event that the employee does not request the statutory holiday blocks in accordance with Section 7.2.4, the Company may, in its discretion and in consultation with the employee, assign the statutory holiday blocks to the employee.

7.4 HOLIDAY WEEK EXCHANGES

7.4.1 Employees will be permitted to exchange vacation weeks with blocks of statutory holidays on an equal basis. Prior approval from the company is required.

7.4.2 Employees may also be permitted by the Company to exchange the specific holiday weeks that have become available as a direct result of resignations, terminations or leaves on a first come, first served basis. Prior approval from the Company is required.

8 LEAVES OF ABSENCE

8.1 GENERAL

8.1.1 The Company will give serious consideration to all requests for leaves of absence. Such requests shall be in writing, and shall include the requested commencement date, duration and reason for the leave.

8.1.2 Extended leave period beyond twelve (12) months may be granted, but seniority will not continue to accrue beyond the first twelve (12) month period, except as provided in Sections 8.1.3, and 8.7.

8.1.3 In special circumstances, an employee may be granted extended leave of absence and retain and continue to accrue seniority if mutual agreement between the Company and the Association is obtained prior to the expiration of the initial leave period.

8.1.4 If an employee is granted leave of absence for a stated period, and then requests to return to service before the expiration of that period, such early return shall be at the option of the Company.

8.1.5 An employee who is on a leave of absence may choose to maintain all or any benefits normally covered by payroll deduction at 100% employee expense. Such payments for benefits shall be made in advance in the form of monthly post-dated cheques.

8.1.6 An employee shall forfeit his seniority and shall be deemed to have resigned from the Company if he does not return to duty at the expiration of his leave of absence.

8.1.7 An employee returning from any authorized leave shall be permitted to resume his last held permanent assignment subject to seniority unless alternate arrangements have been made in writing prior to the leave being approved.

8.2 MATERNITY LEAVE

8.2.1 Notwithstanding Transport Canada requirements, a female pilot or employee, at her request, shall be granted up to fifty two (52) weeks of maternity leave of absence without loss of seniority for each period of pregnancy. This leave shall be deemed to include the Maternity and Child Care entitlement of the Canada Labour Code.

8.2.2 The employee must request her leave of absence in writing accompanied by a Doctor's certificate certifying pregnancy and the estimated date of delivery.

8.2.3 Sections 8.1.1 to 8.1.7 will apply to maternity leaves.

8.2.4 **Seniority** shall accrue while an employee is on maternity leave.

8.3 CHILD CARE LEAVE

8.3.1 An employee, at his request shall be granted up to thirty five (35) weeks of child care leave without loss of seniority for each occurrence of birth, adoption, foster or ward custody. This leave shall be deemed to include the child care entitlements of the Canada Labour Code.

8.3.2 The employee must request his leave of absence in writing accompanied by documents verifying the estimated or actual date of birth, adoption, foster or ward custody.

8.3.3 Sections 8.1.1 to 8.1.7 will apply to child care leaves.

8.3.4 Seniority shall accrue while an employee is on Child Care leave.

8.4 JURY/WITNESS DUTY

8.4.1 An employee when required to participate in Court activities associated with Jury Duty, or when subpoenaed to appear as a witness, will be granted leave as per section 41 of the Jury's Act

8.4.2 When said duty is expected to continue into the next and subsequent months, a pilot shall continue to bid his monthly schedule in the normal manner.

8.5 COMPASSIONATE LEAVE

8.5.1 The Company may, upon request and at its sole discretion, grant an employee a leave of absence without pay for legitimate personal reasons provided operational requirements can be met. The Company shall not unreasonably deny such requests.

8.5.2 The employee shall have the option of using vacation and/or statutory holidays to offset the value of flight time credits, or hours worked lost as a result of his being unable to work.

8.6 BEREAVEMENT LEAVE

8.6.1 A bereaved employee shall be entitled to paid time off from work on the occasion of a death in their family as outlined below:

- a) For the purpose of this Section, spouse shall be considered as spouse or same sex partner either by marriage or common-law and any reference to a relative shall include step or in-law relatives.

b) In the case of the death of a spouse or child, the employee 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 will be treated as paid days of leave.

c) In the case of the death of a parent, the employee 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 will be treated as paid days of leave.

d) In the event of the death of a grandparent, brother or sister, or any relative permanently residing in the employed household or with whom the employee resides, the employee is entitled to a leave of three (3) consecutive calendar days commencing on the day immediately following the day of notification of death. Scheduled working days falling within this period will be treated as paid days of leave.

e) In the event of the death of an aunt, uncle or cousin, the employee 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 death.

f) Bereavement leave may be extended with the approval of the department manager or his designate.

g) On the occasion of the death of a relative the pilot must advise Crew Scheduling or department manager time off for bereavement.

8.6.2 In the application of Section 8.6.1, one (1) separate day off will be granted for the cremation or burial ceremony; however, this will not result in an increase in the number of working days absent that the employee is entitled to.

8.7 LONG TERM ILLNESS OR INJURY

8.7.1 In the event of work related long term illness or injury, an employee shall be granted a leave of absence until such time as he is able to return to work. Such employee, while on leave, shall retain and accrue seniority whether or not he is able to maintain any licenses or certificates for a maximum of two years from the last day worked. Return to duty after such leave shall be subject to a reasonable qualifying period.

8.7.2 In the event of non work related long term illness or injury, an employee shall be granted a leave of absence until such time as he is able to return to work. Such employee, while on leave, shall retain and accrue seniority whether or not he is able to maintain any licenses or certificates for a maximum of 52 weeks from the last day worked. Return to duty after such leave shall be subject to a reasonable qualifying period.

8.7.3 An employee who is returning from long term illness or injury leave pursuant to the conditions set out in 8.7.1 and 8.7.2 shall be permitted to return to position held prior to the leave.

8.7.4 Section 8.1.5 (able to retain benefits) will apply.

9 SICK LEAVE

9.1 APPLICATION

9.1.1 For the purpose of this Section, sick leave shall mean the period of scheduled working days in an employee's monthly schedule or block, during which an employee is unable to report for duty as a result of sickness or injury.

9.2 PAY CREDITS

9.2.1 The Company will pay 100% of the Employee's normal salary while on sick leave for the first seven (7) days of approved absence per calendar year.

9.3 ENTITLEMENT

9.3.1 Each full time employee is eligible for seven (7) sick days per calendar year. New Employees receive a pro rated amount. Any sick days provided to an Employee are non-cumulative. Employees may not cash out any unused sick days, either at the end of the year or any time during or thereafter.

9.4 BOOK OFF

9.4.1 When an employee books off sick, his current annual sick leave entitlement will be deducted one (1) day for each working day he is off sick. The employee will receive the normal pay. A pilot on reserve will receive the normal reserve credit.

9.5 RETURNING TO DUTY

9.5.1 When an employee has booked off due to illness he must subsequently advise their immediate supervisor that he is fit to return to duty within the day from which he has booked off. He will be returned to his scheduled work if he books on prior to 1800 hours the day before the day originates. If he books on after 1800 hours the day of or during the day and he cannot be returned to his scheduled work, the immediate supervisor will reassign their work.

9.6 OUT OF COUNTRY

9.6.1 Any employee who becomes sick or injured as a result of having been or being outside Canada on Company business, or due to causes related to his occupation, or to the living and health conditions peculiar to the country (countries) in which he performed service, shall be properly hospitalized and treated at Company expense until returned to Canada. If the sickness or injury necessitates treatment or convalescence in Canada, such employee shall be returned to Canada by the Company. This provision shall apply to recurrences of the same sickness or injury so long as the pilot shall remain an employee

of the Company. When the employee returns to Canada, he shall revert to Company benefits.

9.7 DOCTOR CERTIFICATE

9.7.1 The Company reserves the right to ask for a Doctors note at any time of absence and may request such note to come from the Company assigned Doctor or clinic within a reasonable distance from the Employee's domicile.

9.7.2 The Company will pay for all requested doctor notes. Receipts must be submitted on an expense form submitted to the department Supervisor or Manager.

10 TRAVELLING AND MOVING EXPENSES

10.1 EMPLOYEE OPTIONED MOVES

10.1.1 Employees bidding on voluntary **transfers** shall be given thirty (30) days' written **notice** of the requirement to report to his new base. **The thirty (30) days' notice may be waived by mutual agreement in writing between the employee and the Company.**

10.2 COMPANY REQUESTED MOVES

10.2.1 **An employee shall be able to claim expenses for any Company requested move provided the actual move takes place within twenty four (24) months of the effective date of the bid award.**

10.2.2 **Only those moves specifically Initiated by the Company are considered to be "Company requested", all move requests made by the Company will be in writing and will clearly state that the moving expenses will be covered.**

10.3 EXPENSES COVERED

10.3.1 **Employees, when moving from one base to another at Company request will be furnished transportation, in the following sequence:**

Employee's automobile(s) (at \$0.27 per kilometre), Air Transportation, Rail Transportation. The Company may control **the means** of transportation provided, **however,** the employee shall not be deprived **of the use** of his automobile.

10.3.2 **When an employee who is a homeowner is transferred at Company request, the Company will be responsible for costs associated with selling the employee's present home and the purchase of a new home at the new domicile. Such costs are to include, but not limited to real estate commission fees, legal and notarial fees, land transfer fees, etc. up to a maximum of six thousand dollars (\$6000.00).**

10.3.3 **When an employee who leases or rents his primary dwelling is transferred at Company request, the Company will be responsible for any costs associated with breaking said lease to a maximum of six thousand dollars (\$6000.00).**

10.3.4 **For all Company requested moves, an employee shall be allowed current living expenses for himself and dependant members of his family at point of new assignment for a period not exceeding two (2) weeks, unless extenuating circumstances exist, when special arrangements will be made on authorization of the Company in writing. Such expenses shall specifically include a meal allowance of fifty dollars (\$50.00) per day for the pilot and each dependant family member, hotel room(s) as necessary for the employee**

and each dependant family member with a limit of four (4) persons per room, and reasonable laundry/dry cleaning expenses.

10.3.5 For all Company requested moves an employee shall be relieved of all duty for a period of seven (7) days at such time as the employee deems necessary for the establishment of permanent domicile at the point of new assignment. A pilot shall receive a four (4.0) hour credit in flying hours for each of the above seven (7) days.

10.3.6 In addition to Section 10.3.1, the Company agrees to pay actual moving expenses, including packing and unpacking, for personal effects of up to fifteen thousand (15 000) pounds gross weight. The moving company to be chosen by obtaining three (3) quotes, one of which must be from a moving company of the Company's choosing. The pilot shall then be able to choose any moving company if he is willing to pay the additional amount above Air Georgian's contracted movers. The Company agrees to quote a reputable inter city moving company, such as Allied, Mayflower, United Van Lines etc.

11 EXPENSES, LODGING AND TRANSPORTATION

11.1 COMPANY BUSINESS EXPENSES

11.1.1 Employee's while away from assigned base on duty, required to report to any base other than their permanent one, when deadheading under orders from the Company, or while on an authorized trip on Company business, will be allowed to claim necessary expenses for hotels, transportation and laundry of Company issue uniform. end will also be paid normal meal allowance as outlined in Section 11.2. If the Company requires the employee to use his own automobile for transportation, mileage will be paid to the employee at a rate of twenty seven cents (\$0.27) per kilometre driven.

11.1.2 An employee required to deadhead shall be provided with a confirmed seat on the flight on which he is scheduled to deadhead, except where an unexpected crew movement does not permit confirming the seat.

11.1.3 An employee shall be allowed to incur, and will be reimbursed for, any reasonable necessary expenses when unusual or emergency conditions arise at points where the Company does not have a representative or the representative is unavailable. Such expenses shall, where possible, be supported with receipts.

11.1.4 The Company will cover all phone calls dating to Company business. Personal calls made by employcos at a point away from base will be covered by the Employee. In cases on unscheduled delay, or in the event that the pilot has been drafted, one (1) personal call of reasonable length to the pilots place of residence may be made at the Company's expense. Charter pilots are to bill company related calls to the hotel room where applicable. Calls to the main office are to be made on the toll free line or collect.

11.1.5 In recognition of the added expense of driving to other airports where employees are not normally expected to report the following driving allowances will be applied.

- A) Normal Airport CYYZ, CYZD or CYKZ, report Airport CYHM or vice versa \$20.00 per round trip.

This driving allowance has no bearing on the definition of base as related to CYYZ per section 2.1.1.

11.2 MEAL ALLOWANCE

11.2.1 Employcos other than pilots, Pilots on Temporary Assignment, Pilots on non flight related Company business, and Permanently assigned Charter pilots on charter flying, shall keep receipts for all meal expenses incurred while away on Company business, and shall submit an expense report to have such expenses reimbursed to a maximum of thirty four dollars (\$34.00) per day in local currency where the meal period

occurred. The meal allowance will then be **converted** into Canadian currency for the purposes of pay. For the purposes of calculating the exchange rate, **the Bank of Canada** rate on the **first (1st)** of the applicable month will be used. For expenses to be reimbursed they must be submitted **no later than 30 days from** the date of the **expense** unless prior written arrangements have been made.

11.3 MATERIALS/BAGGAGE LOSS

11.3.1 When it is evident that **an employee's** baggage has not **arrived** at a layover point for **any reason beyond the** reasonable control of the **employee**, a claim for **any reasonable** expenses required for the layover **shall** be permitted. **An expense** report with supporting **receipts** must be submitted to accounting for any **expenses** incurred.

11.3.2 When an employee's baggage **has been** permanently lost for any reason beyond the reasonable control of the pilot, the Company shall reimburse the employee for personal items contained in **his** baggage up to a **maximum** of four hundred dollars (**\$400.00**). Baggage shall be **deemed to be** permanently lost if it has not been retrieved within thirty (30) days of it **first being reported** missing.

11.3.3 No employee shall **be required to** pay for the theft, loss or damage of **any** Company issued material such as manuals, **identification cards**, security cards, approach plates etc. when **such** theft, loss or damage **occurs** beyond the reasonable **control** of the employee. **The** Company **agrees** to replace **said** Company material up to a maximum of **\$400.00**, or **as the case may be**, reimburse the employee for replacement **costs** where the **loss is not otherwise covered** through the **employee's** personal insurance, if any to a maximum of \$400.00 CDN.

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12.2 EMPLOYEE COSTS

12.2.1 No employee shall be required to pay for any costs relating to personnel training or for the use of any equipment used in personal training required by the Company. Deposits may be required for items taken home.

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

12.3 ESTATE SETTLEMENT

12.3.1 Any payment that may be due the estate, and not a named beneficiary, of the employee 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.

12.4 EMPLOYEE FILES

12.4.1 All files kept by the Company on an employee shall, at the employee's request, be made available for his examination in the presence of a member of management. The employee will also be provided either by hand or by registered mail, a copy of any material of a negative or unfavourable nature. As well, the Association and the employee will be provided with an opportunity to view the personnel file and the pilot's technical files. At a check pilot's discretion, he may give a copy of any PPC files he possesses to the candidate. At no time shall any training files become property of or be copied by the employee. If the employee chooses to respond to any material(s) on his file, the response(s) shall be retained on his personal file with a copy of the material to which it refers.

12.4.2 Material of a negative or unfavourable nature not related to technical competency or safety of operations will be removed from an employee's file after eighteen (18) months and will no longer be deemed admissible as evidence to any disciplinary proceedings.

12.5 EMPLOYEE WITNESSES/REPRESENTATIVES

12.5.1 When, under the terms of this Agreement, an employee is chosen to act as the representative, or as a witness for, another employee or group of employees, such employee shall be given a period free from duty for a time sufficient to permit him to appear as such representative or witness. Employees appearing as witnesses or representatives shall be paid as per Section 8.4. Any witnesses or representatives who are employees of the Company shall be provided with free space available transportation on Company aircraft to and from the hearing(s).

12.6 OPERATIONAL IRREGULARITIES

12.6.1 The Employee on duty, in whose area a serious operating irregularity occurs, will be permitted to attend any Company hearing, or investigation being conducted into the irregularity when it is considered that the actions of the said employee had any bearing on the said irregularity, or on events and circumstances leading thereto. The Employee shall have the right to require the presence of a witness of his own choice, or be represented by his duly accredited representative or representatives at the hearing or investigation.

12.6.2 Such representatives or witnesses who are employees of the Company or Association representatives, shall receive free confirmed transportation over the routes of the Company from the point of duty to the point of hearing and return.

13 GRIEVANCE PROCEDURE

13.1 GRIEVANCE PROCEDURES

The Company will provide and have immediately accessible official grievance forms. If the forms are not available, the Company will be in direct violation of the collective agreement and the Employees' complaint will be rectified to the Employees' satisfaction within twenty four (24) hours.

Step 1

Should the Employee be dissatisfied with the immediate supervisor's disposition of the complaint the Employee may, with the assistance of his OREA officer, refer such a matter on a written grievance form supplied by the Company, to the Employee's supervisor, who shall answer the grievance in writing within five (5) working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed no later than thirty (30) days from the incident giving rise to the complaint. The grievance shall specify the article or articles and subsections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the Employee.

Step 2

Should the Employee be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the manager, who shall answer the grievance in writing within ten (10) working days. The grievance must be filed with the manager within five (5) working days of the receipt of the immediate supervisor's reply at Step 1.

Step 3

If the decision at Step 2 is not satisfactory, then within five (5) working days of the receipt of the reply of the manager, the grievor and his representative, and a representative of management shall meet to discuss the grievance. OREA's representative may be in attendance at this meeting. If the grievance is not settled with five (5) working days, it may be referred to arbitration as provided in Section 15.

13.1.2 OREA or the Company may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed with (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under the Canada Labour Code by either OREA in the case of an OREA grievance, or the Company in the case of a Company grievance. OREA may not institute a grievance directly affecting an Employee or Employees when such Employee or Employees could themselves institute, and the regular Grievance Procedure shall not thereby be by-passed.

13.1.3 Discharge grievances which claim that a discharge was not for just cause shall be filed at Step 3 of the Grievance Procedure.

13.1.4 All agreements reached under the Grievance Procedure between the Company and OREA will be final and binding upon the Company, OREA and Employees, and may include such terms upon which the parties may agree.

13.1.5 The time limits set out in the Grievance Procedure are statutory. Any complaint or grievance, which is not commenced or processed through the next stage of the Grievance Procedure for arbitration within the time specified, shall be deemed to have been dropped. However, the time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and OREA.

13.1.6 In the event that a probationary Employee is discharged during the currency of their probationary period, the parties agree that an arbitrator will apply a lesser standard in determining whether the Company had cause for the discharge. The onus shall be on the grievor to prove any breach of the Agreement by the Company.

14 DISCIPLINE OR DISCHARGE

14.1 DISCIPLINE OR DISCHARGE GENERAL

14.1.1 All disciplinary action, including discharge, must be for just and proper cause.

14.1.2 Where disciplinary or discharge action is considered, the employee involved may, where necessary, be held out of service with pay pending investigation for a maximum of seven (7) calendar days to provide the Company with sufficient time to investigate and consider all factors. This time period may be extended by mutual agreement between the Company and the Association.

14.1.3 During any investigations or hearings, the employee involved may request the presence of a representative(s).

14.1.4 For any investigation(s) or hearing(s), all representatives and/or witnesses who are employees of the Company shall be given time off and transportation as per Section 12.5.1.

14.1.5 When disciplinary or discharge action is taken, the employee will be so notified in writing, with a copy to the Association, stating the precise charge or charges, the nature of the action taken, and stating his right to grieve under the provisions of Section 14.1.8 below.

14.1.5.1 An Employee suspended as a result of an Operational incident in his area of responsibility shall be paid at his regular salary during the investigation and during any subsequent re-training period however suspensions levied post investigation may be paid or unpaid at the Company's discretion.

14.1.6 All employees held out of service pursuant to Section 14.1.2, shall be paid for the time held out of service. Additionally, if a pilot is held out of service, he shall be credited for the flight credits in his block as if they were flown according to schedule. In subsequent months, or in the case of a pilot not holding a block, he shall be paid not less than the normal monthly salary. All such pay shall be adjusted to include negotiated pay increases, and any incremental pay increases. The above pay provisions shall continue until the pilot returns to the line or the Company renders a decision on the pilot's employment status, including unpaid suspension. The pilot shall continue to bid his monthly schedule in the normal manner.

14.1.7 During the period of his suspension, the employee shall be entitled to bid on any vacancy so that when and as relieved of his suspension, he shall resume the duties to which he is entitled by reason of his seniority.

14.1.8 An employee who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 13 (Grievance Procedure). Throughout these procedures, including arbitration, no evidence or documents relating to incidents or matters which occurred more than eighteen (18) months prior to the disciplinary action, other than those related to flying competency, shall be taken into consideration in the taking of such action. Said grievance may be initiated at any step of the grievance or arbitration procedures by mutual agreement between the Company and the Association.

14.1.9 If at any time the employee is fully exonerated, his record shall be adjusted appropriately, and he shall be reinstated without loss of seniority or pay.

14.1.10 No employee shall have a misdemeanour noted on his file Without receiving written notice of same.

15 ARBITRATION

15.1 ARBITRATION GENERAL

15.1.1 Where a difference arises between parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The Notice of Intention to Arbitrate shall state the matter at issue, the nature of relief or remedy sought, and the arbitrator proposed by the party submitting the difference or allegation to arbitration. The notice shall be delivered to the other party with five (5) working days of the reply under Step 3 of the Grievance Procedure. The recipient party shall, within five (5) working days, advise the other of the name of its proposed arbitrator.

When either party wishes to have the difference or allegation referred to arbitration, it shall be referred to a single arbitrator. If the parties are unable to agree on an arbitrator, either party may request that the Minister of Labour pursuant to the Ontario Labour Relations Act appoint an arbitrator.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

The Company and the Association will share equally the fees and expenses of the arbitrator appointed herein.

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the Grievance Procedure set out herein.

It is agreed by the parties that the Grievance Procedure set out herein constitutes a final and binding settlement process and that Employees covered by this Agreement have no rights of unjust dismissal pursuant to the Canada Labour Code.

15.1.2 All parties shall be given full opportunity to present evidence either documentary or oral, make representations, and call, examine, and cross examine witnesses. Throughout this procedure, the parties shall have the right to be represented by whosoever they may choose and designate.

15.1.3 The Arbitrator shall have the jurisdiction to render any decision which he considers just and equitable. In disciplinary cases, the Arbitrator shall have the authority to determine whether disciplinary action taken by the Company was for just and proper cause and whether it was equitable under the circumstances, and shall have the power to modify a disciplinary action or render such decision as he considers just and equitable, if it deems such action too severe in relation to the gravity of offence.

15.1.4 The time limits specified in this section may be extended by written agreement of the parties.

15.1.5 The decision of the Arbitrator shall be final and binding on all parties, and shall be rendered in writing, with reasons therefore, as soon as possible after the hearing.

15.1.6 When a stenographic transcript is taken of the arbitration hearing, in whole or in part, the cost will be borne equally by both parties to the grievance. In the event that it is not mutually agreed that a stenographic transcript of the proceedings shall be taken, any written record available taken of such arbitration hearing made by either party shall be furnished to the other party to the grievance on request, provided that the cost of such written transcript so requested shall be borne equally by both parties to the grievance.

16 UNIFORMS AND GROOMING STANDARDS

16.1 GENERAL

16.1.1 Uniforms will be worn and maintained according to standards prescribed by the Company.

16.1.2 If the Company makes changes in the supplier, style, colour, or material of the uniform, the Association recommendations regarding any such changes will be considered by the Company.

16.1.3 The Company will supply or assume the cost of the initial issue and reasonable replacement of badges, insignia and epaulettes as prescribed by the Company.

16.1.4 The Company shall repair or replace any part of a damaged uniform when such damages occur in the performance of an employee's duties, provided proof thereof is furnished. This does not cover any damage due to gross neglect on the employee's part.

16.1.5 The Company will establish and publish grooming guidelines and standards that must be strictly adhered to by all employees wearing a uniform.

17 DEDUCTION OF DUES

17.1 PAYROLL DEDUCTION OF DUES

17.1.1 The Company shall deduct on the payroll ~~from each~~ pay period wages due and payable to all employees coming within the scope of this agreement, an amount equivalent to one half (1/2) the normal monthly dues of the Association, subject to the conditions set forth hereunder.

17.1.2 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees, fines, or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.

17.1.3 Membership in the Association shall be available to any employee eligible under the Constitution of the Association on payment of the initiation fee uniformly required of all such applicants by the Association. Membership shall not be denied for reasons of race, national origin, color or religion. Membership in the Association is not a requirement of employment.

17.1.4 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

17.1.5 Only payroll deductions now or hereafter required by law, pension deductions, and deductions for provident funds, where existent, shall be made from wages prior to the deduction of dues.

17.1.6 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association as may be mutually agreed by the Association and the Company, not later than forty (40) calendar days following the pay period in which the deductions were made.

17.1.7 The Company shall not be responsible financially or otherwise, either to the Association, or to any employee for any failure to make deductions or for making improper deductions or remittances. However, in any instances in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to this Section shall terminate at the time it remits payment to the Association.

18 EMPLOYEE BENEFITS

18.1 GENERAL

18.1.1 This Section shall represent the minimum standards of coverage available to all employees of the Company. The Company may change its insurance underwriter(s) at any time provided there is no decrease of the insurance benefits. The Company will provide the Association with sixty (60) days to review, and compare for equality, any such change in insurance.

18.1.2 The Company shall inform the Association of the total costs by line of benefit and shall further inform the Association of any changes in underwriter(s).

18.1.3 Any layoff shall not result in any interruption of benefits to the employees during the first thirty (30) days of each layoff providing the Employee pays his share of any payments due during the thirty (30) day coverage period in advance by payment from his last paycheque.

18.1.4 An Employee will receive all benefits during any period of short- or long-term disability. The Company will continue benefits for Employees on maternity/child leave if the Employee pays its portion of the premium as per Sections 8 and 9.

18.1.5 The cost of the Group Insurance Plan will be shared by the Employees and the Company; the employees share being 50% of the cost; the Company's share being 50% of the cost, except where otherwise specified herein. The Company will provide the Association with thirty (30) days' notice of any premium cost change. They will also, at the same time, provide the Association with any documentation to support such change.

18.1.6 Any refund, rebates or adjustments of the employee's share in the plan will be proportionately redistributed to Employees.

18.2 VISA, TRAVEL DOCUMENTS, PASSPORTS, INOCULATIONS

18.2.1 The Company shall pay full costs of any Visas, travel documents, passports, medical fees, inoculations etc. and costs associated with acquiring the same for any employee who requires travel on Company business.

19

MISSING, HIJACKING OR INTERNMENT

19.1 GENERAL

19.1.1 Any ~~employee~~ who, while engaged in the course of his duties for the ~~Company~~, is reponeed ~~interned~~, captured, or held ~~as~~ prisoner or hostage, or is missing under circumstances which would indicate being ~~interned~~, captured, or held prisoner or hostage, shall be allowed ~~compensation~~ of 90% of ~~his normal~~ monthly salary applicable at the time he became missing, or was captured, or held prisoner or hostage.

19.1.2 Such compensation shall continue for the ~~period~~ during which he ~~is interned~~, ~~captured~~, or held as prisoner or hostage. ~~When an employee~~ is missing and his whereabouts ~~remain~~ unknown, the compensation allowable under this Section shall be terminated at the expiration of one (1) year or at the date that death is established, whichever occurs first.

19.1.3 The monthly compensation allowable under Section 19.1.1 shall be held ~~for~~ his account without ~~interest~~, provided that ~~any~~ such compensation ~~remaining~~ from time to time available ~~to the employee~~ shall be dispensed by the ~~Company~~ to the person or persons designated by ~~the~~ Employee in ~~the form letter~~ in Section 19.1.6.

19.1.4 Any amount paid to a beneficiary ~~in accordance~~ with the above ~~provisions~~, even though such ~~payments were~~ made after the ~~death~~ of the ~~employee~~, will not be required to be ~~returned by such beneficiary or by the estate of the employee~~ provided that the Company is satisfied it has ~~been promptly furnished~~ by such beneficiary with ~~any~~ evidence indicating the death of such employee.

19.1.5 As an alternative to paying compensation in accordance with Section 19.1.1, the ~~Company~~ may pay the difference between the ~~amount~~ of any ~~compensation~~ and the amount of any compensation provided for by ~~law~~ in respect of ~~persons~~ missing, interned, captured, held as prisoner or hostage ~~as described in Section 19.1.1~~.

19.1.5 ~~Prisoner~~ does not include legalized imprisonment due to the illegal actions by the ~~employee~~ consistent with the ~~rules~~ established in Canada the United States or by standards established by the ~~United Nations~~.

19.1.6 FORM LETTER:

Date _____

To: Air Georgian Ltd.

You are hereby directed to pay all monthly compensation allowable to me under the applicable Section of the Agreement between Air Georgian and the Ontario Regional Employee Association as follows: _____ % of such compensation to

(Name and Address of Beneficiary)

as long as living.

The balance if any, and any amounts accruing after the death of all persons named in the above designations, 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 such modifications shall become effective upon receipt of such letter by you.

Payments made by the Company pursuant to this direction shall fully release the Company from any further claims to compensation on my behalf under the Agreement between Air Georgian and the Ontario Regional Employee Association.

(Employee's Signature)

20 DURATION*

20.1 DURATION

20.1. ~~I agree it shall become~~ ve on August 1st, 2001, and shall remain in full force
~~and 1 to 31st Decem 2005. It shall renew itself without change for each~~
succeeding year thereafter, unless written notice of change is served by either party upon the
other no later than two (2) months preceding the expiration date in any year. Negotiations for
renewal shall not commence prior to the contract's expiration unless by mutual agreement by
OREA and the Company, however, notice to bargain may be served by either party 60 days prior
to the expiration date. In the event that notice of desired change is given, this Agreement shall
remain in full force and effect while negotiations are being carried out for the completion of a
new Agreement.

In witness whereof, the parties hereto have signed this Agreement this 26th day of June, 2002.

Distribution copy signatures on file.

APPENDIX 'A': PILOTS

A1 GENERAL SCOPE

A1.1 APPLICATION

A1.1.1 All flying by the Company of any revenue flights shall be flown by pilot(s) whose name(s) appear on the Pilot Seniority List. In cases of short term shortage of crew, where there is no viable alternative, the Company, in consultation with the Association, may use contract pilots not on the Seniority list to crew aircraft.

A1.2 PILOT'S PROFESSIONAL FLYING

A1.2.1 This Agreement contemplates that pilots shall devote their entire professional flying service to the Company, unless Company approval is otherwise granted.

A1.3 ISSUANCE OF AGREEMENT

A1.3.1 A summary of changes to the Agreement, including the Scheduling Rules, will be given to the Crew Scheduling Department for their implementation.

A2 INTENTIONALLY LEFT BLANK

A3 RATES OF PAY

A3.1 PAY BASIS

A3.1.1 Pilots shall be paid a yearly salary based on one hundred (100) credit hours per month.

A3.2 MINIMUM GUARANTEE

A3.2.1 The one hundred (100) credit hours shall be reduced by 1/30th of the monthly total hours for each calendar day that the pilot did not work because he was on leave of absence, was absent due to medical reasons for which he was not entitled to sick leave benefits, was laid off, was suspended without pay, was terminated or had resigned.

A3.3 INTENTIONALLY LEFT BLANK

A3.4 PAY SCHEDULES

A3.4.1 The pay for pilots on the fifteenth (15th) of the month will be ½ the monthly salary, plus per diems, plus any overtime owed from the previous month less the required deductions. The pay on the last day of the month will be ½ the monthly salary, plus all adjustments including allowances, and expenses incurred adjusted for section A3.2.1 less the required deductions.

A3.5 ASSIGNMENT PROTECTION

A3.5.1 When a pilot, holding a successful permanent assignment is assigned and serves in a different assignment, he shall be credited with the pay rate of the permanent assignment he holds.

A3.6 PERMANENT ASSIGNMENT CHANGES

A3.6.1 When a change in permanent assignment necessitates a change in rate of pay, such change shall become effective:

- a) Date of first revenue flight in the new position,
 - b) First date of reserve block or reserve period assignment in the new permanent assignment,
 - c) First date as a block holder in the new permanent assignment,
- Whichever occurs first.

Note: If a pilot fails to qualify, he shall immediately revert to his former rate of pay until such time as he qualifies.

A3.7 RATES OF PAY

A3.7.1 All pay scales for employees progress upwards by a level system. In accordance with Section 3.6, employees may progress to the next pay level on the anniversary of their seniority or hire date, providing their performance appraisal is positive, and having regard to any position or pay upgrades or increases during the year up to the seniority or hire data.

A3.7.2 Hourly Rates

Beech 1900 C/D

Level	Effective August 1st, 2001	Effective Yearly salary	Level	Effective August 1st, 2001	Effective Yearly salary
Captain 1	\$35.84	\$43 008.00	F/O 1	\$21.04	\$25 248.00
2	\$41.34	\$49 610.45	2	\$25.00	\$30 004.00
3	\$43.01	\$51 614.45	3+	\$26.67	\$32 004.00
4	\$44.67	\$53 606.45			
5	\$46.34	\$55 610.45			
6	\$47.17	\$56 606.45			
7	\$48.34	\$58 008.00			
8	\$49.17	\$59 004.00			
9	\$50.00	\$60 000.00			
10+	\$50.84	\$61 008.00			

Cessna 208/B Caravan

Level	Effective August 1st, 2001	Effective Yearly salary	Level	Effective August 1st, 2001	Effective Yearly salary
Captain 1	\$27.50	\$33 000.00	F/O 1	\$18.10	\$21 720.00
2	\$29.46	\$35 352.00	2	\$18.52	\$22 224.00
3	\$31.57	\$37 884.00	3	\$18.94	\$22 728.00
4	\$32.42	\$38 904.00	4	\$19.36	\$23 232.00
5	\$33.67	\$40 404.00	5	\$19.78	\$23 736.00

Beech F90

Level	Effective August 1st, 2001	Effective Yearly salary	Level	Effective August 1st, 2001	Effective Yearly salary

Captain 1	\$33.25	\$39 900.00	F/O 1	\$19.78	\$23 736.00
2	\$37.45	\$44 940.00	2	\$20.62	\$24 744.00
3	\$41.66	\$49 992.00	3	\$21.46	\$25 752.00
4	\$43.77	\$52 524.00	4	\$22.31	\$26 772.00
5	\$45.87	\$55 044.00	5	\$23.15	\$27 780.00

Pilots progressing in equipment or status within Georgian Express or Air Alliance will carry forward to level 2 of the new position (i.e. a F/O being paid at level 2 or higher who upgrades to a captain position would be paid at level 2 on the captain scale until his seniority date, then would progress to level 3). If a Pilot changing equipment or status is being paid at less than level 2, he will progress to level 2 in the new equipment or status on his anniversary of his seniority or hire date.

Pilots moving between Georgian Express and Air Alliance will start at level 2 pay scale for the new position, and progress normally on their anniversary date thereafter. In the case of an Employee with less than one (1) year of service with Georgian Express such Employee will start at level 1 and progress to level 2 on his anniversary.

Employees transferring departments or transferring from Flight Operations Administration (i.e. flight follower) to a flying position will start from level 1 in the new position unless otherwise agreed. When transferring to a flying position the first day of ground school will be the employee's seniority date for the purpose of reviews and pay adjustments and for the purpose of the pilots seniority list and associated rights and privileges. Length of continuous service including past positions will govern for items included in 2.1.26.

A3.8 ADDITIONAL DUTY HOLDERS

A3.8.1 The additional duty honorariums are awarded by the company in recognition of the extra dedication and effort that is part of the additional duty. These honorariums will be paid on an hourly basis. The honorarium(s) are in no way part of the salaried position and are awarded entirely at the discretion of the company.

A3.8.2 SIMULATOR INSTRUCTORS & TRAINING PILOTS

A3.8.2.1 Simulator Instructors will receive thirteen dollars (\$13.00) per hour of simulator instruction.

A3.8.2.2 Training pilots will receive thirteen dollars (\$13.00) per hour for any assigned ground work being conducted for the purposes of training i.e. training handouts, training syllabus, relevant paperwork etc.

A3.8.2.3 Training pilots conducting classroom instruction shall receive thirteen dollars (\$13.00) per hour for each hour of ground instruction.

A3.8.3 LINE INDOCTRINATION CAPTAINS

A3.8.3.1 Level 1 or junior line indoctrination pilots shall receive an additional one thousand two hundred and fifty dollars (\$1250.00) per year. Level 2 or senior line indoctrination pilots shall receive an additional two thousand five hundred (\$2500.00) dollars per year. Level 1 or junior Line Indoctrination pilots will progress to level 2 after six (6) months of service as a line indoctrination pilot.

A3.8.4 CHECK PILOTS

A3.8.4.1 Check Pilots shall receive thirteen dollars (\$13.00) per hour for any check rides or ground work conducted. Check Pilots shall receive a minimum of four (4.0) flight paid hours on the day that a check ride is conducted.

A3.9 EXTRA GDOs

A3.9.1 All pilots involved in the flight training department including Check Pilots and Line Indoc Pilots but does not necessarily include all additional duty holders shall be granted one (1) extra Guaranteed Day Off per monthly schedule above the normal monthly minimum.

A4 HOURS OF SERVICE

A4.1 OVERPROJECTION

A4.1.1 A pilot's **credited flight time in excess of one hundred (100.0) flight credit hours** in a calendar month shall be paid at the rate of time and one half (1 1/2x) the Pilot's hourly rate above his normal salary.

A4.2 MUST FLY CLAUSE

A4.2.1 The maximum **scheduled duty period shall be fourteen (14) hours, however, a charter or cargo crew only may be required to operate to a maximum of fifteen (15) hours. For scheduled service crews any duty periods commencing between 1900 and 0500 local time, the maximum scheduled duty time will be reduced to twelve (12) hours unless a break within the duty period exists of five (5) hours or more from scheduled arrival to scheduled departure, and adequate sleeping accommodation are provided. Split duty days are allowed for all operations provided that the conditions of section A11.2.1 are met. Split duty periods will be to the maximum allowed by the CARs. Provided the split does not operate into another calendar day the split shift is considered one workday regardless of its length.**

A4.3 PILOT OVERTIME PENALTY

A4.3.1 It is **recognized that during irregular operations, it may become apparent that the duty time limitations outlined in Section A4.2 would have to be exceeded to complete the final flight(s) as planned. In view of the many factors to be considered in each situation, including the appropriate section of the CARs, it is agreed that the decision to continue or interrupt a flight can best be left to the discretion of the Pilots in consultation with Operations or the Operational Person on Call in such circumstances. That is to say, if a final flight of a pairing (including check out duties) will result in a duty period in excess of the limitations outlined in Section A4.2.1, a crew may refuse to complete this flight(s) and take necessary crew rest before resuming duty. Any such refusal shall not be cause for disciplinary action.**

A4.4 DEADHEADING

A4.4.1 Pilots shall be considered on duty during all deadheading. For the purposes of determining **flight time credits, each hour of deadhead time, regardless of the method of transportation, will be credited at the rate of one (1.0) hour of flight time. No credits will be accrued for deadheading for the purpose of training.**

A4.5 DUTY PERIOD START AND END

A4.5.1 An on duty period shall commence:

- a) **Forty five (45) minutes prior to a scheduled deadhead departure, or**
- b) **Sixty (60) minutes prior to a scheduled departure of a flight not requiring**

- c) customs preclearance, or a charter flight departing from a company or **other** base, or
- d) Ninety (90) minutes prior to the scheduled **departure** of a flight requiring customs **pre clearance**, or
- e) At the required **report** time established for the **commencement** of a training session, or
- f) **As little as fifteen (15) minutes prior to a scheduled departure for any C208 crew.**

A 4.5.2 An on duty period shall end:

- a) **Fifteen (15) minutes after** the actual arrival of a flight not requiring **customs clearance**, or
- b) Thirty (30) minutes after the actual arrival of a flight requiring **customs clearance**, or charter **flight arriving** at a company or **other base**, or
- c) Some time later if the Company **approves** a later check out due to extenuating **circumstances**, after consultation with the Captain, or
- d) At the end of a **training** session, or
- e) In the case **where a crew is required to taxi an aircraft to the North End Hangar at YYZ at the end of a pairing, at the time the crew arrives at said Hangar. The crew must chock out with Operations upon arriving.** or
- f) **For 703 operations, at the conclusion of post flight duties assigned by the company.**

A4.6 REPORTING TIME

A4.6.1 All crew are allotted up to one (1) hour travel time to **and** from their **crew** rest facility Excluding company provided **rest facilities** where **an** average travel time will be **established** by the company. **If the actual time required is significantly less or greater than that allotted, Crew Scheduling/Planning must be informed.**

A4.7 MINIMUM REST

A4.7.1.1 For Scheduled Airline Flying with no stand-up duty:

Between any two (2) duty periods the minimum rest period shall be:

- a) **Home Base..... Twelve (12) hours actual.**
- b) **Away From Home Base.....Eleven (11) hours actual.**
- c) Under **exceptional** circumstances the scheduled rest at home **base may not be possible**, in which case the company may provide crew with **an overnight hotel for the purpose of gaining legal rest. In such case the crew must report for his next duty when legally able to perform his duties. The company will pay all expenses associated with the hotel including room, meals and reasonable personal items.**

A4.7.1.2 For all **other** operations, **for** airline crew on stand-up duties, if **an** airline crew have **received** a rest period **during** the duty shift.

Between any (2) duty periods the minimum rest shall be:

- a) Home Base **...Ten hours thirty minutes (1030)**
- b) Away from Home Base **The minimum time that allows for travel to and from the rest facility the opportunity to receive eight (8) hours of prone rest time for personal hygiene and appropriate meals.**

A4.7.3 The minimum rest period away from home base may be reduced to a minimum of ten hours and thirty minutes (10:30) if the rest facility is within a twenty (20) minute drive of the arrival airport, and the crew has been afforded a meal period in the previous four (4) hours.

A4.7.4 The minimum rest period must include the opportunity for a minimum of eight (8) hours of uninterrupted prone rest.

A4.7.5 Nothing in this section restricts a pilot from accepting a lesser rest period if his place of domicile would allow less travel time thereby providing ample time for the regulatory rest requirements.

A4.7.6 Pilots that commute must be in position (within one hour travel time) prior to any duty period including reserve periods. This includes provisions for receiving adequate rest prior to a duty or reserve periods.

A4.7.7 Pilots assigned to a temporary base within driving distance of their normal rest facility must inform crew scheduling in writing or verbally of any travel time in excess of one hour required to travel to the temporary base. The additional time must be added in determining the length of the rest period, as per sections A4.7.1.1 and A4.7.1.2

A4.8 PILOTS MINIMUM SCHEDULED DAYS OFF

A4.8.1 Each pilot shall be guaranteed a minimum of eleven (11) scheduled days off per month at his home base free from all duty, including training of any sort. Each pilot holding reserve blocks exclusively during a bid period is guaranteed a minimum of twelve (12) days off at his home base free from all duty, including training of any sort. In the event that unforeseen circumstances extend any portion of a pilot's duty into his day off past 1259 AM, the pilot will receive an additional credit of four (4.0) hours.

A4.9 STANDING RESERVE

A4.9.1 Any "standing reserve" where a crew is required to wait on a reserve assignment at a location other than their home domicile shall be paid flight credit in accordance with Section A4.11.1.

A4.10 ASSIGNMENT LIMITATIONS

A4.10.1 Assignment to flight duty shall be limited to assignment to a specific flight(s), reserve period block, or pairing. Other duties may be assigned as necessary.

A4.10.2 For the purposes of computing flight time limitations under Section A4.1, the flight time or the appropriate flight time credit, whichever is greater, shall apply.

A4.10.3 For the purpose of computing hours worked per month flight credits per section A4.11 will be applied on a ratio of one (1) to one (1).

A4.11 FLIGHT CREDITS

A4.11.1 For the purposes of scheduling and pay, a pilot shall receive credits equal to the greater of the following:

- a) The actual flight time, or
- b) The minimum duty period guarantee of four (4.0) hours, or
- c) One half (1/2) credit hours for each one (1) hour duty time pro rated to the nearest minute, or
- d) One (1) credit hour for each four (4) hours or portion thereof that he is away from home base, excluding the minimum legal rest period, or
- e) A credit of two (2) hours for each reserve period.

A4.12 FOOD AND WATER

A4.12.1 Pilots shall not be required to serve more than FIVE (5.0) hours of continuous duty without being afforded the opportunity to access food and water. In the event that a duty projection or actual duty precludes such opportunity, the Company will be responsible for providing suitable food and water to the pilot(s) on board the aircraft at the crew's first return to CYYZ. Suitable food and/or water shall be defined as at least one bottled water and a box type lunch per crewmember. When a box lunch is provided to a pilot, the pilots per diems will be reduced by a maximum of five dollars (\$5.00). The Company will not require the pilot to have more than one (1) box lunch per day.

A5 **INTENTIONALLY LEFT BLANK**

A6 NEW OPERATIONS

A41 HIRING OUTSIDE THE COMPANY

A6.1.1 In the event new types of aircraft are procured, or new **airline, charter** or cargo 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.

A6.1.2 These pilots contracted on a temporary basis, shall be bound by this Agreement, and the period of their association with the Company shall be mutually agreed upon by the Company and the Association.

A6.1.3 If due to expansion of the airline, **charter** or cargo operations, or the addition of a new aircraft type regardless if this new type results in an expansion and where vacancies occur that cannot be filled, or no pilots that are already in the employ of the Company bid the position, additional pilots may be hired from outside the Company and their seniority will begin to accrue from the date of first employment as a pilot with the Company, and they will be placed on the Pilots Seniority list in accordance with their hire date. If no pilots in the employ of the Company bid the position because of dissatisfaction with the established pay levels for a new type of aircraft the Company cannot assign the most junior pilots regardless of any other section relating to assignment or reassignment herein to the new type.

A6.2 ASSOCIATION INTRODUCTION TO NEW HIRES

A6.2.1 The Association shall be granted one half (1/2) hour in each initial ground school and to each Introduction to Command course for the purposes of introduction of new hires to the Association, their rights, obligations and privileges as members.

A7 VACATION AND STATUTORY HOLIDAYS

A7.1 VACATION ENTITLEMENT AND PAY

A7.1.1 A pilot, while on vacation shall receive a credit in flying hours of one thirtieth (1/30) of the maximum as specified in Section A3.1 for each day of vacation entitlement. This credit in flying hours is to be applied to the pilot's time for the month in which the vacation is taken. In all cases, however, the pilot may not receive less than the monthly minimum credit as specified in Section A3.2.

A7.1.2 No vacation can be guaranteed during the following periods:

Airline Pilots	01 March to 31 March 15 December to 05 January (following year)
Cargo Pilots	01 December to 25 December
Charter Pilots	no restriction

A7.1.3 For vacation periods bid and approved falling under the above restricted dates and classifications, the Company may modify a pilot's vacation schedule within fourteen (14) days of the start of his vacation period under exceptional, unpredictable or uncontrollable circumstances. In that case the vacation will be changed to another date convenient to both parties. If the pilot incurs costs as a result of having his vacation cancelled, the Company upon presentation of receipts will reimburse those costs, on condition that when the pilot is advised that his vacation is to be cancelled, he advises Crew Scheduling/Planning there will be a cost recovery involved.

A7.2 STATUTORY HOLIDAY ENTITLEMENT AND PAY

A7.2.1 Employee's shall be awarded nine (9) statutory holidays per year. Each statutory holiday shall have a value of four (4.0) flight credit hours, applied in the month that the block is taken. Statutory holidays will be bid as part of the vacation bid (Section 7.2.3), in blocks of four (4) and five (5) days assigned to monthly bid slots with the event the employee is entitled to less than four (4) days (Section A7.2.2 below), they may be assigned in less than a group of four (4). Preference for Statutory holiday bids will be governed by seniority within each category of base, equipment and status.

A7.2.2 Newly employed pilots who are first assigned to line duties during a calendar year will accumulate the extra days off at the rate of one for each of the statutory holidays listed below which occurs during the balance of the year following the date on which he is first assigned:

New Year's Day
Good Friday
Victoria Day
Canada Day
Christmas Day

Labour Day
Thanksgiving Day
Boxing Day
August Civic Holiday

A7.2.3 During the holiday year pilots who wish to exchange holiday weeks may do so providing their request is made in writing by the first (1st) of the month prior to any change in order to enable timely publishing of block information, The Company must approve all such requests.

AS LEAVES OF ABSENCE

A8.1 GENERAL

A8.1.1 A pilot may be granted a leave of absence for a stated period of up to twelve (12) months by the Company without loss of seniority. The Association shall be notified by the Company in writing of all leaves granted. Said notification shall include the commencement and return dates.

A8.1.2 Notwithstanding Section A8.1.1, a pilot shall, prior to commencement of the leave, elect in writing to either;

- a) Suspend his Letter of Preference for the duration of the leave, or
- b) Continue to exercise his rights under Section A23.2 - Bidding on Permanent Assignments.

A8.1.3 If a new permanent assignment is awarded to the pilot while on leave, he must return from his leave on the commencement of training date, and shall return to full pay at that time.

A8.1.4 A pilot on leave of absence shall, not later than forty five (45) days prior to the expiry of his authorized leave of absence, notify the Company in writing of his intention to return.

A8.1.5 If any qualifications lapse during the leave of absence, the pilot shall be available to take the required training and proficiency check(s) during the thirty (30) days immediately preceding his leave expiry. If recurrent ground school is not available during the thirty (30) days immediately preceding his leave expiry, the pilot may be required to return within forty five (45) days prior to his leave expiry to complete said ground school.

A8.1.6 An employee shall forfeit his seniority and shall be deemed to have resigned from the Company if:

- a) He does not provide the proper written notice required under Section A8.1.2, or
- b) He fails to report for the required training and proficiency check(s) as specified in Section A8.1.3, or
- c) He does not return to duty at the expiration of his leave of absence.

A9 SICK LEAVE

A9.1 SUBSEQUENT PAIRINGS

A9.1.1 During any sick period a pilot will book off sick prior to each subsequent awarded pairing.

A9.2 RESERVE OBLIGATIONS

A9.2.1 A pilot who is on reserve who is sick must call in sick as soon as possible. He may not wait until called in on reserve to report sick.

A9.3 SENIORITY

A9.3.1 A pilot who is sick or injured shall retain and continue to accrue his seniority until he is able to return to duty. Return to duty shall be subject to a reasonable qualifying period.

A9.4 RETURN TO DUTY

A9.4.1 A pilot returning from sickness or injury shall be permitted to resume his status and exercise his seniority. If his previous assignment no longer exists he will be allowed to exercise his seniority to whatever assignment his seniority will allow him to hold, provided he is otherwise approved to do so.

A9.5 FLIGHT CREW OBLIGATIONS

A9.5.1 All flight crew must report any illness or medication to the Aviation Doctor if it may affect flight duties. Refer to the Policy and Procedures Manual for further guidelines.

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A11 EXPENSES, LODGING AND TRANSPORTATION

A11.1 MEAL ALLOWANCE

A11.1.1 Flight Crew (except as otherwise indicated in **11.2.1**(meal allowance)) when on duty, meal allowances will be made available based on a Time Away From Base system as outlined below,

A11.1.2 All other pilots will have their meal allowance for their pairing calculated by multiplying the Time Away From Base figure for the pairing by one dollar and forty cents (\$1.40) per hour. This dollar figure shall be adjusted upwards by CPI each year in accordance with Section 3.5.2. For the purposes of this Section. Time Away from Base shall be defined as the amount of time elapsed from when the pilot is required to report for duty at the start of a pairing, until released from all duty at the end of a pairing as per Section A4.5.2.

A11.1.3 If a meal period when a pilot might reasonably be expected to eat, including, but not limited to, an overnight occurs in the USA, the meal allowance for the entire pairing as calculated in Section A11.1.2 will be in U.S. currency. The meal allowance will then be converted into Canadian currency for the purposes of pay. For the purposes of calculating the exchange rate, the Bank of Canada rate on the first (1st) of the applicable month will be used.

A11.1.4 Accounting shall supply each pilot with a list of applicable pairing(s) flown and their associated time away from base used in calculation of the meal allowance. Additionally, the exchange rate used in the calculation shall be included, as well as the total paid. This list shall be included with the pay stub on which the meal allowance was paid.

A11.2 CREW REST FACILITIES

A11.2.1 The following facilities will be provided for crew rest:

On duty rest:

- | | |
|---------------------|--|
| 2 to 5 hours | • adequate lounge for on duty flight crew only if one is reasonably available. |
| 5 to 9 hours | • hotel day room for each pilot may be provided (at the companies discretion) for duty time recovery purposes. In the case a day room is provide the crew may be required to work a split duty as provided for in A4.3 and A4.7. |

Off duty rest:

- | | |
|--------------|------------------------------------|
| All layovers | • single hotel room for each pilot |
|--------------|------------------------------------|

An adequate lounge shall be defined as a room separated from any public, passenger or public waiting area, in which there are suitable seating arrangements available to the crew.

A11.3 HOTEL STANDARDS

A11.3.1 An Accommodation Review Committee, comprised of a representative from each the Company, and the Association shall monitor accommodations available to pilots, hotel selection, and future accommodation alternatives.

A11.3.2 Prior to establishing hotel accommodations at new layover points, or changing existing accommodation, the Company shall consult with the Accommodation Review Committee within ninety (90) days after the start-up date of the new base. If the Committee was not involved in the hotel selection prior to the start up the Company will not sign any binding contract until the committee has been consulted.

Any cost incurred directly relating to the hotel standards committee will be paid by the association including meals lodging and transportation.

A11.3.3 When any significant substantiated deterioration of accommodation is reported in writing by the Association Committee representative, the Company shall, within seven (7) days, investigate the situation and take appropriate action.

A11.4 GROUND TRANSPORTATION STANDARDS

A11.4.1 Where required, crew transportation shall be the responsibility of the Company.

A11.4.2 At Toronto Lester B. Pearson Airport (CYYZ), the Company will utilize a reputable licensed cab company, or Company transport in order to transport employees from the Terminal Buildings to parking at the Piedmont Hawthorne Aerocentre at the north end of the airport.

A11.4.3 Pilots will not normally be required to share ground transportation with passengers.

A11.4.4 When transportation does not leave within a reasonable amount of time such that a crew's minimum rest period may be affected, or there would be adverse consequences to the integrity of the Company's operations, or any period longer than thirty (30) minutes past the end of the crew's duty day, the crew may use any other reasonable means of transportation to the hotel, and/or the Company parking facility, and may claim reimbursement for expenses for such transportation.

A11.4.5 These ground transportation standards shall be monitored by the Accommodation Review Committee. When any reasonable concerns are brought forth in writing by the Association Committee representative, the Company shall, within seven (7) days, investigate the situation and take appropriate action, if any deemed necessary.

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A16

UNIFORMS AND GROOMING STANDARDS

A16.1 FLIGHT CREW DRESS CODE AND GROOMING STANDARDS

A16.1.1 Uniforms will be worn and maintained according to standards prescribed by the Company.

A16.1.2 If the Company makes changes in the supplier, style, color, or material of the uniform Association recommendations regarding any such changes will be considered by the Company.

A16.1.3 If the Company introduces any changes in color or style for any item changed prior to the replacement schedule, the Company shall pay one hundred percent (100%) of the cost involved. The Company shall pay fifty percent (50%) of the cost of any item replaced on the item's replacement due date.

A16.1.4 The Company will pay fifty percent (50%) of the cost of all uniforms, which will be deemed to have a useful life of twelve (12) months unless otherwise specified. The topcoat and tunic will be deemed to have a useful life of thirty-six (36) months. The belt, raincoat and parka are issued one time only.

A16.1.5 The Company will supply or assume the cost of the initial issue and reasonable replacement of badges, insignia and epaulettes as prescribed by the Company.

A16.1.6 The Company shall repair or replace any part of a damaged uniform when such damages occur in the performance of an employee's duties, provided proof thereof is furnished. This does not cover any damage due to gross neglect on the employee's part.

A16.2 SCHEDULED SERVICE PILOTS

A16.2.1 The Company uniform will consist of:

- one (1) tunic
- three (3) pairs of trousers
- one (1) topcoat
- one (1) raincoat
- four (4) shirts
- one (1) uniform cap
- two (2) neckties
- one (1) belt
- black shoes or boots (not covered by the Company)
- Optional:
- one (1) sweater (100% employee expense)

A16.3 CHARTER PILOTS

A16.3.1 The Company uniform will consist of:
two (2) turtleneck sweaters
two Air Georgian golf shirts
two (2) taupe trousers every two (2) years
one (1) winter overcoat every three (3) years
black shoes or boots (not covered by the Company)
Optional:
one (1) Air Georgian winter coat (100% employee expense)

A144 CARGO PILOTS

A16.4.1 The Company uniform will consist of:
one (1) Company issue flight suit
one (1) Air Georgian winter coat every three (3) years
black shoes or boots (not covered by the Company)

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A20 SCHEDULING

A20.1 OBJECTIVE

A20.1.1 The objective of the Air Georgian Pilot Scheduling Rules is to provide the best possible working conditions for the pilots at each base with due regard to seniority and consistent with the necessary operational requirements, efficiency, and economy of flight operations. The best way to achieve this objective is to provide, wherever possible, the maximum amount of flying and the minimum amount of ground time in the pairing of flights.

A20.1.2.1 If it is found that any of the rules contained herein require change, those proposed changes will be made by the Company in agreement or consultation with OREA under the provisions as outlined in section **A20.1.2.2**.

A20.1.2.2 All proposed changes by the Company will be approved by OREA prior to implementation, unless the conditions in **A20.1.2.2 (a) (iv)** below are met. If the specific conditions in **A20.1.2.2 (a) (iv)** are not fulfilled, agreement for all changes will be required for the duration of the contract.

- a) After receiving OREA's decision regarding a proposed change the Company may:
 - i. Implement the proposed change if approval is granted.
 - ii. If approval from OREA is not granted then the proposed change will not be implemented by the Company.
 - iii. Upon receiving disapproval of the proposed change request, the Company may place at its discretion a notation on the record referring to this section of the contract.
 - iv. If OREA has received three (3) notations for three (3) different rule changes all future requested changes will only be made in consultation between the Company and OREA.

A20.1.2.3 All changes tabled by the Company must be put forth in good faith, including but not limited to the fact that they may not be for the purpose of circumventing the notation rule. OREA must exercise its decision not to grant the rule change in good faith.

A20.1.2.4 All requests for proposed changes made by the Company will be considered by OREA within 3 days of receipt of the request that will begin when the request is hand delivered to an OREA executive council member, with OREA's response returned to the Company within 7 days of receipt of the request. If the response is not received by the Company within 7 days, the Company may institute such change and OREA's agreement will be implied by the absence of a response. All matters relating to changes must be conveyed in writing.

A20.1.2.5 Section **A20.2.1** is a cooperative statement by both parties in recognizing the flexible nature of the company's operation and recognizing the importance of those rules to the

employees. Both parties recognize that there may be times throughout the term of this contract where certain uncontrollable factors would make it onerous for the Company to comply with one or more of the rules found in section A20. The ability to propose, and implement changes is not intended to allow the Company a mechanism to arbitrarily propose changes, nor is section A20.1.2.2 (ii) to be used by OREA as a mechanism to reject rule changes that are reasonably proposed.

A20.1.2.6 All disputes between the Company and OREA relating to section A20.1.2.3 that is, whether or not changes tabled by the Company were put forth in good faith or whether OREA exercises its refusal in good faith may be subject to grievance and binding arbitration. In the event that the dispute is referred to binding arbitration the parties agree that the arbitrators sole jurisdiction will be to determine whether or not the scheduling rule changes referred to in section A20.1.2.3 was put forth in good faith, or whether OREA's refusal to grant its approval in accordance with A20.1.2.3 was made in good faith.

A20.1.3 The construction of flight and reserve blocks is an extremely important function. A training program must be set up to ensure that all participants in the construction and application of the flight timetables have acquired a complete understanding of this Collective Agreement, including the rules governing the construction and assignment of flight and reserve blocks. Pilot Scheduling Representative(s), who will be appointed by the Association, will coordinate in conjunction with Crew Scheduling/Planning the building of all pilot blocks.

A20.2 PILOTS SCHEDULING SYSTEM

A20.2.1 All pilot block builders, and those pilots directly involved in the administration of the block building process, shall be scheduled on their monthly blocks for said planned duties. They shall be credited for pay and flight time limitations at the rate of ten (10) credit hours per group of block builders per day of block building duty. No more than two (2) pilot block builders shall be involved in any monthly bid schedule, and both shall have their block building activities scheduled on their monthly block as a workday.

A20.2.2 All known flying at the time of the pairings being constructed will be blocked, including but not necessarily limited to forecasted scheduled flights, extra section flying, and training sessions.

A20.2.3 It shall be the responsibility of Crew Scheduling/Planning and/or Operations to keep an up-to-date record of flight credits accrued during the month by every pilot. These figures shall be readily available to each pilot upon a reasonable basis and not more than once per month.

A20.3 PAIRING CONSTRUCTION

A20.3.1 Pairings shall be prepared by the Company in consultation with the Association Scheduling Committee/Pilot.

A20.3.2 Pairing sheets shall be prepared by the Company which shall include but not necessarily limited to all known and forecast scheduled flying and extra section flying arranged into single and multi day pairings as follows:

- a) Each pairing shall be numbered in the agreed manner for bidding, however pairings that must be operated sequentially (i.e. multi day pairings) may have a single pairing number.
- b) All pairings shall include the following information:
 - 1) Pairing number;
 - 2) Pairing and frequency showing the day of the month and the effective dates the pairing operates;
 - 3) Flight numbers;
 - 4) Local arrival and departure time at each station;
 - 5) Point(s) of departure and arrival (including deadheading);
 - 6) Scheduled flight time(s) for each leg (including deadheading);
 - 7) Number of landings;
 - 8) Local time at which duty begins and ends;
 - 9) Total duty time;
 - 10) Pairing total flight time;
 - 11) Credit hours;
 - 12) Total time away from base;
- c) And further if applicable:
 - 1) Layover elapsed time(s);
 - 2) Hotel name and phone number

A20.3.3 A multi-day pairing shall consist of either flying or reserve duty, but not both.

A20.3.4 The Company shall issue a Bid Package to all pilots (excluding charter pilots) by the thirteenth (13th) day of each month for the next monthly bid period. Under exceptional circumstances where the Company receives the Master Schedule a date late enough that would prevent the Company from issuing the Bid Package by the thirteenth (13th), it may be issued at a later date. The Company will advise the Association as far in advance as possible if this occurs, and will adjust Section A20.4.8 accordingly so that all pilots have sufficient time to submit a bid, and Crew Planning has sufficient time to publish the schedules.

A20.3.5 The Bid Package shall contain not less than the following:

- a) A pairing summary as per Section A20.3.2 b);
- b) A bid Sheet;
- c) The date of closing and the date of issue of the awarded blocks;
- d) The names and seniority numbers of the pilots who require any type of training, line Indoc, line checks, ground schools, medicals, ECG's and the respective flight credits;

- e) The names and seniority numbers of the pilots taking vacation, statutory holidays, leaves of absence, long term sick leave etc., and the respective flight credits;
- f) Any flight credits carried forward from the previous month due to Draft etc.

A20.4 BLOCK CONSTRUCTION

A20.4.1 Each pilot may submit a bid sheet indicating his preference with respect to performing a portion of the duties published by the Company and his preference for time off for that month. Subject to the pilot's base, status and the pilot's seniority, a block shall be awarded in accordance with the indicated preferences, subject to Section A20.4.11. The Company has the ultimate authority to create, publish and award blocks.

A20.4.2 A pilot who is absent from his base or on sick leave at the time the bid packages are issued, may arrange to have another pilot submit a bid on his behalf. The pilot who submits the bid will ensure that his name is clearly indicated on the bid. A pilot on long-term sick leave who cannot provide a confirmed date of return will not be eligible to bid for the following month.

A20.4.3 A faxed or emailed bid is acceptable. The Company will provide a fax line in the Crew Planning office for the purpose of accepting faxed bids. A pilot must ensure the receipt of the faxed or emailed bid by phone, email or verbal confirmation.

A20.4.4 If a pilot does not submit a bid, Crew Scheduling/Planning will revert to a generic bid, that all pilots are encouraged to submit. The generic bid shall indicate the type of flying, days off preferred and other personal preferences. A pilot may update his generic bid at any time.

A20.4.4.1 If a pilot does not submit a bid, and has no generic bid on file, Crew Scheduling/Planning in consultation with the OREA Scheduling Representative, will use their best judgment in placing such pilot consistent with his bid in previous months. If however, a pilot consistently fails to bid, his block will be built last, and he will get what duty, days off, and/or reserve remaining.

A20.4.5 Telephone bids will be accepted, if the pilot is on vacation, leave of absence or sick leave on the day the bids are due. Any mistakes on the phone-in bid will be resolved between Crew Scheduling/Planning, the pilot and the association's Crew Scheduling Committee.

A20.4.6 Bids may be accepted later than the closing date and time if the extenuating circumstances are deemed appropriate by the Crew Planning Manager or his designate.

A20.4.7 A pilot with two (2) or more consecutive vacation days may bid days off consecutive with their vacation period. An exception to seniority exists when a pilot has vacation or statutory holidays within the bid period. The first request for days off associated with the pilot's vacation or statutory holiday shall take precedence over requests of pilots more senior who do not have any vacation or statutory holidays.

A20.4.8 Completed bid sheets must be submitted to Crew Scheduling/Planning no later than 1700 local time on the twentieth (20th) day of the month. The Company will issue the final blocks in published form to all pilots by 1800 on the twenty fourth (24th) of the month prior to the respective month for which the schedule is published. The final blocks will not be changed except as provided for in the Scheduling Rules (i.e. Drafting, Reassignments, Displacements etc..) The above dates and times may be changed only in the circumstances outlined in Section A20.3.4.

A20.4.9 A pilot whose name appears on the competency/qualification requirement list (i.e. training, line indoctr., PPC, Medicals, ECG's etc.) may bid for his preferred published training period or medical date as applicable. If he does not, he will be assigned at the discretion of Crew Planning in consultation with the OREA Scheduling Representative.

A20.4.10 A pilot may revise his bid at any time prior to the closing date and time of the bid. This bid must clearly be marked as a revision.

A20.4.11 Vacation, Guaranteed Days off, Statutory Holidays, block carry-ins, recurrent training, check rides, ground school, flight assignments for line indoctrination, line checking or pre-defined duties or assignments and designated Company training days will be placed on a pilot's block prior to any other bid preference. All changes to the above list will be by mutual agreement between the Association and the Company.

A20.4.12 Predefined duties or assignments will be assigned in consultation between the Company, Association and the affected pilot(s). Nothing in this agreement will restrict the company from establishing premium pay at its discretion for the assignment and no pilot(s) will be forced to accept a predefined duty or assignment. Agreement to a predefined duty or assignment will not be unreasonably withheld by the employee. If no pilots agree to the assignment nothing in this agreement will restrict the company from hiring outside to fulfil the requirements.

A20.4.13 As many blocks as possible will be awarded. Any residual flying will be placed in open flying.

A20.5 OPEN FLYING BID

A20.5.1 On the 24th of the month, prior to 1800 local time, the Company will publish the open flying for the next month by placing a notice into the "open flying binders". The closing date and time will be included in this notice.

A20.5.2 To bid for open flying a pilot must be a reserve holder and he will complete, and submit to Crew Scheduling an "Open Flying Bid" form.

A20.5.3 The Open Flying Bid for the next month will close at 12 noon on the second to last day of the current month.

A20.5.4 Crew Scheduling will then award the open flying to the reserve holder who fits the pairing best. In a case where the flying could be awarded to more than one pilot, seniority will prevail. Open flying for the next month will be awarded in writing prior to 1800 on the last day of the current month. The pilot will be released from reserve.

A20.5.5 After the completion of this bid, open flying will be assigned by Crew Scheduling to meet operational requirements.

A20.6 TRIP TRADES

A20.6.1 Pilots will be allowed to trade pairing(s) with other pilots in the same status and equipment.

A20.6.2 Pilots wishing to exchange pairings should put their request in writing to Crew Scheduling/Planning at least four (4) days prior to the exchange. Crew Scheduling/Planning will approve/disapprove all pairings exchanges at least two (2) days prior to the exchange. Reasons for refusals shall be indicated on the return copy of the pairing exchange form.

A20.6.3 Once a pairing(s) is exchanged, it becomes part of the pilot's block, including the credit hours it establishes.

A20.6.4 If a pairing trade request in the last seven (7) days of a month would create a protected day in the first part of the next month, the trade will not be approved until the next month's schedules have been awarded.

A20.6.5 A pilot shall not trade a pairing(s) so that he would work seven (7) consecutive days nor shall he trade pairing(s) so that he would have less than four (4) days off in any sixteen (16) consecutive days. These two conditions may be waived with the Crew Scheduler's consent.

A20.6.7 The Company and the Association recognize the flexible nature of the executive charter and charter operation and agree that the preceding sections (A20.2 to A20.6) may impose undue restrictions. With respect to the Charter operation, the Company will attempt to abide by the preceding sections wherever possible, however they are not bound to do so, and may deviate from the above sections where it is not practical to comply with them.

A20.7 RESERVE

A20.7.1 A pilot's reserve duty shall consist of one of three (3) reserve periods as follows:

"A" from 0430 to 1830 home base time

"B" from 0900 to 2300 home base time

"C" from 1600 to 0600 home base time, counted as one workday regardless of the provisions established by use of calendar day excluding subsequent GDO's.

A20.7.1.2 The Company may change the reserve period assigned to a pilot up **until 1900** hours the day before the **reserve period takes** place. In doing **so**, the Company may not shift a pilot's normal rest period by **more** than **three (3)** hours.

A20.7.2 The **start** time from reserve period commencement until the pilot is released from any assigned flight duty shall not **exceed** eighteen (18) hours. i.e., a pilot commencing a reserve period of **0430** must be released from flight duty no later than **2230**.

A20.7.3 A reserve block holder shall be **considered** on call at all times during his reserve period. A pilot may give Crew Scheduling up to **two** contact numbers. These may include a cell phone or pager. Should a pilot leave his place of residence, he shall advise Crew Scheduling where he **can** be reached on the listed crew Scheduling/Planning phone number.

A20.7.4 If the pilot expects a lengthy response to a page he **must** make prior arrangements with Crew Scheduling.

A20.7.5 Crew Scheduling shall insure, by **2030** home base time, **each** day, that crews **are assigned to all known** duty commencing the next day.

A20.7.6 Reserve assignment duty shall be **made** available to reserve block holders in **order** of seniority. The **most** senior reserve block holder shall have the right of refusal for any duty unless he is the sole available reserve block holder or all other reserve block holders have reached one hundred (100.0) credit hours in the month.

A20.7.6.1 The Company may assign pilots on reserve out of seniority for the sole purpose of gaining line experience. This provision will be **considered** applicable **only** during a pilot's first one hundred (100.0) hours of actual flying on an aircraft type or a status upgrade.

A20.7.6.2 Crew Scheduling shall make at least the following attempts to reach a pilot on reserve:

- 3) Telephone not less than twice, with not less than ten (10) minute intervals between calls.
- 3) If the above attempts are unsuccessful, Crew Scheduling may call a third time after an additional ten (10) minute waiting period.

Step b) above may be eliminated if no disciplinary action is taken against said pilot and another pilot is called out instead.

A20.7.6.3 Crew scheduling shall not interrupt a pilot's minimum crew rest in **order** to assign him duty. Unless otherwise informed and crew scheduling has approved the amended rest period the pilot's rest period commences nine and one half (9.5) hours prior to the start of a Pilot's duty period.

A20.7.6.4 Pilots are encouraged to leave a contact number i.e., a cell or pager where messages can be left by the company during the rest period that will not interrupt the rest period. Such

messages will not be counted towards the provisions in A20.7.6.2. If such a number is left the pilots must check to see if a message has been left by the company.

A20.7.7 Pilots may only be assigned reserve at home base, or his currently assigned temporary base.

A20.7.8 A pilot on reserve will be given as much notice as possible to report for duty. Crew Scheduling/Planning shall assume that a Pilot's rest period commences nine and one half (9.5) hours prior to the start of a Pilot's shift.

A20.7.9 A reserve block holder 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 the above time requirements from receipt of notice.

A20.7.10 When a pilot is assigned to flying, and must subsequently return to reserve status the following day, he shall receive the minimum rest period as outlined in Section A4.7.

A20.7.11 With the agreement of Crew Scheduling, reserve pilots may be released early from further reserve duty.

A20.7.12 The Company will provide within a reasonable period of time to the Association on request the following information:

- a) The time the Company became aware of the requirement for a call out
- b) Reason for call out.
- c) A list of other pilots on reserve for that day.

A20.7.13 Excluding standing reserve, there will be no portion of a reserve period spent at the airport. Assignment of flight duty shall be limited to assignment to a specific flight or flights. In the case of irregular operations, a pilot on reserve may be required to show up at the airport in anticipation of pairing assignment. The pilot must be assigned to a pairing within the two (2) hour period following his scheduled arrival at the airport. If not, he will be released from his reserve period for the rest of the day.

A20.7.14 Pilots will be designated as either A, B, or C reserve in their monthly schedule according to their bid preference and Company requirements.

A20.7.15 No part of a reserve shift shall extend into a pilots day off unless the reserve has been actioned then the provisions in A4.2, A20.9 and A20.12 apply.

A20.8 DRAFTING

A20.8.1 Block holder/Reserve Block holder Draft

- a) **Block holder Draft** - a block holder draft is the assignment of a block holder to any duty on a day which he was not originally scheduled for duty.
- b) **Reserve Block holder Draft** - a reserve block holder draft is the assignment of a reserve block holder to any duty beginning on a scheduled day off, or any assignment of duty into a scheduled day off **exceeding 0059** on the day off.

A20.8.2 Prior to any pilot being drafted, the following sequence must be followed by Crew Scheduling:

- Step 1 -** All available reserves must be used
- Step 2 -** All available supervisory pilots will be used subject to the provisions of Sections **A22.4** and **A22.9**.
- Step 3 -** The Company will draft a pilot to fly on a scheduled day off in reverse order of seniority and subject to Sections **A20.8.3**, **A20.8.4**, and **A20.8.5**.

A20.8.3 A junior pilot shall not be drafted if:

- a) He cannot be time balanced (i.e. monthly credits project above one hundred (100) hours, and cannot be reduced by any other means) or,
- b) He has been previously drafted in the bid period and there are more senior pilots available who have not yet been drafted during the bid period.

A20.8.4 A pilot shall not be drafted if:

- a) He has not received crew rest in accordance with Section **A4.7**, or
- b) The flight falls on a day off consecutive with vacation days.

A block holder, who is not able to report for duty because of a misconnection when deadheading directly resulting from the application of a draft, will receive full credit for the duty lost as a result of the draft as well as the credit for the duty for which he was drafted.

A20.8.5 Before a Captain is drafted to be used as a First Officer:

- a) A reserve First Officer shall be assigned, or
- b) A First Officer shall be drafted.

A20.8.6 The Company shall apply the Draft procedure as far in advance as possible.

A20.8.7 Draft Penalty

Draft Credits - Draft credits shall equal one and a half times (1 1/2X) the credits of the flight(s) the pilot was drafted to operate. These credits will be added to the pilots' normal monthly total credit hours, in addition to the credits the pilot will be given a day off in lieu as part of the next bid package after the draft. All accumulated credits over 100 for the calendar month will be paid as outlined in sections A3.7.2 and A4.1.1. Alternatively, the pilot may waive the above credit accumulation and day in lieu, opting to be paid at time and one half times (1 1/2X) the hourly rate in section A3.7.2. The option to waive the day in lieu and credit accumulation must be actioned at the time of the draft.

A20.8.7 Once each month upon request, the Company shall make available to the OREA scheduling pilot, the record of all instances where pilots were drafted.

A20.9 REASSIGNMENT

A20.9.1 When a block holder's pairing, or portion thereof is cancelled or changed, he will be released from duty or reassigned in accordance with the following:

A20.9.2 If a pairing is changed or cancelled, a block holder may be reassigned to operate other flights provided:

- a) The pilot is returned to his originally scheduled pairing as soon as possible.
- b) A pilot not originally scheduled for an overnight pairing shall not be reassigned to an overnight pairing without his consent, which will not unreasonably be withheld.

A20.9.3 All affected duty periods in the pairing for which there is no reassignment shall become free from all duty.

A20.9.4 If the original pairing consists of only a single duty period, the originally scheduled period may be expanded by a maximum of two (2) hours. Further expansion shall be subject to pilot consent, unless all qualified reserves and available Supervisory Pilots have been exhausted, in which case the pairing may be extended up to a maximum of six (6.0) hours.

A20.9.5 Prior to or after the commencement of a multi day pairing, the first and last duty periods of the pairing may be expanded by a maximum of two (2) hours. Further expansion shall be subject to pilot consent, unless all qualified reserves and available Supervisory Pilots have been exhausted, in which case the pairing may be extended up to a maximum of six (6.0) hours.

A20.9.6 Intentionally Left Blank

A20.9.7 If the reassignment results in an over projection, the company will first attempt to time balanced the pilot within the bid period. If the pilot cannot be time balanced within the bid period, he shall be paid overtime per section A4.1.1.

A20.9.8 Reassigned duty will not normally be scheduled if it interferes with the remainder of the pilots block. **If the reassigned duty interferes** with another duty period, the pilot shall receive credit for the **greater** of the sum of the original duty periods, or the **actual** duty credit for reassignment.

A20.9.9 If, as a result of a reassignment, a duty period extends into a day off by more than one (1) hour, and the loss of that day off reduces the total number of days off in the bid below the minimum number, a day off in lieu will be granted within the bid period.

A20.10 DISPLACEMENT

A20.10.1 A block holder **may** be displaced from a pairing or a portion of a pairing and shall not be subject to **any reassignment** other than necessary deadheading on the **earliest** available flight to **return** a pilot to his home base, or to pick up the balance of his pairing(s).

A20.10.2 Intentionally Left Blank

A20.11 BLOCKING AND ASSIGNMENT ERRORS

A20.11.1 In the specific case of a double award of any duty, the senior pilot will be given the choice of operating the flight(s) or being subject to reassignment.

A20.11.2 Blocking errors shall not result in the pilot losing any of his awarded credits **except if** the correction reduces **the credits** below the overtime payment limit, however he shall be subject to reassignment.

A20.12 IRREGULAR OPERATIONS

A20.12.1 **Unscheduled overnight into a day off:**

If a pilot operates or deadheads on the most expeditious route back to home base, he will have **earned the greater of four (4.0) credit hours or the credit hours earned on the flight(s) returning to home base.** The most expeditious route will be defined as the next Air Canada, Air Canada Regional or Air Alliance (Air Georgian) flight back to home base. This provision will be considered satisfied if the pilot operates back to home base and arrives within three (3) hours of the most expeditious flight. This provision will also be considered satisfied if the pilot deadheads back to home base and arrives within two (2) hours of the most expeditious flight.

If a pilot does anything other than operating or deadheading on the most expeditious route back to home base, he will be credited with four (4.0) credit hours plus the draft credit for that duty period.

A20.12.2 **Unscheduled overnight into a workday:**

The pilot may be required to complete his scheduled or reassigned pairing(s) however, he will have earned an additional four (4.0) credit hours for his unscheduled overnight.

A20.12.3 At home base a pilot shall be released from all duty upon the completion of his original scheduled pairing or his reassigned pairing as in Section A20.12.1 above.

A20.12.4 Notwithstanding A20.12.3 above, in order to prevent the cancellation or delay beyond thirty (30) minutes of flight(s), a pilot returning to home base may have his pairing extended by three (3) hours (or more with the pilot's consent) and a pilot away from home base may have his pairing extended such that the extension interferes with the continuance of the remainder of his block. If the extension interferes with the continuance of the remainder of his block, a pilot shall receive the credit hours for the actual credit hours worked.

A20.12.5 In the case of any additional flying including charter or recovery flying or a departure delay at a pilot's home base or any known en route delay which would cause the pilot's projected duty period to extend more than one (1) hour into a scheduled day off. The Company will have the option of calling in a reserve pilot or having the pilot continue his duty period draft credits will apply for all flying exceeding one hour into a day off, if the duty exceeds beyond 3 hours into the day off the pilot will be credited with the draft pay for the extended period in excess of one hour and will have his day off replaced.

A21

SENIORITY

A21.1 SENIORITY LIST MAINTENANCE

A21.1.1 The Association shall maintain and publish a Pilot seniority list which is to be updated no less than quarterly on January 1st, April 1st, July 1st, and October 1st to include any additions, deletions, or changes. A copy of the most recent list is to be posted on the Bulletin Board in the pilots room, or in the Memo Binder at each place where pilots are based within seven (7) days of each respective date above, and is not to be removed until replaced by a corrected or new list. Whenever a new or corrected list is published, the Association will supply Crew Scheduling with a copy, in order for the bid awards, new assignments, and other related issues to be properly assigned as per seniority.

A21.2 SENIORITY LIST CONTENTS

A21.2.1 Such a list shall contain the names of all pilots specifying Status, Base, Equipment and the date of Seniority, which shall be deemed to be the date of hire of the employee as a pilot on a Company aircraft, as agreed between the Company and the Association. Seniority between pilots hired on the same date shall be determined by lottery upon completion of initial ground school. A member of the executive of the Association shall be present at all such lotteries. New hires will be advised by the Company of the method of determining seniority at the commencement of training. The Company will designate a permanent base for all employees, and shall not change such base unless in accordance with Section A1.

A21.3 SENIORITY LIST PROTEST

A21.3.1 A pilot shall be permitted a period of sixty (60) days after the issuance of the Seniority list within which to protest to the Association any omission or incorrect listing affecting his seniority. Where a pilot is on vacation, leave of absence, or sick leave at the time of posting of the Seniority list, he may protest within thirty (30) days of his return to work. If the Seniority list is not protested within the prescribed time limit, any incorrect listing or other discrepancy shall not be protested on any subsequent listing.

A21.4 SENIORITY RIGHTS

A21.4.1 Seniority number shall be the governing factor, as long as all other requirements are met established and published in the Policy and Procedures Manual all pilots in case of promotion and demotion, their retention in case of reduction in force (within an aircraft type), their assignment or reassignment due to expansion or reduction in schedules, their opportunity to qualify on other types of equipment (based on the conditions and procedures established in the Policy and Procedures Manual), their re-employment after furlough due to reduction in force, their choice of base, status and equipment, the awarding of vacation and statutory holiday blocks, the awarding of scheduling blocks.

A21.5 CEASE TO ACCRUE SENIORITY

A21.5.1 A pilot shall **cease to accrue his seniority under the** following conditions:

- a) As provided for in Sections 8.1 (Leaves - General), 8.2 (Maternity Leave), and 8.3 (Childcare leave).
- b) As provided for in Section 8 (Extended lapse of pilot qualifications during Supervisory duties).

A21.6 SENIORITY ADJUSTMENT

A21.6.1 A pilot who loses seniority under Section A21.5 a) or Section A21.5 b), and who returns to duty will have his position on the Pilot Seniority List adjusted accordingly.

A21.7 FORFEIT OF SENIORITY

A21.7.1 A pilot shall **forfeit** his seniority **under the** following conditions:

- a) As provided for in Section A8.1.6 (failure to return from Leave),
- b) If he is discharged.
- c) If he resigns from the Company.

A21.8 ACCRUAL FOR NON-FLYING/SUPERVISORY DUTIES

A21.8.1 A pilot performing non-flying or supervisory duty shall **retain and accrue seniority** provided such pilot maintains an Airline Transport Pilot License or other licenses and/or licensing qualifications required for his status on Company operated equipment. If the supervisory pilot allows these licenses to lapse, he shall have a period **not to exceed six (6) months** from expiration in which to regain such licenses. If he does not regain such licenses within six (6) months, he will **cease to accrue seniority** from that date. His **seniority accrual** shall re-commence from the date his licenses are regained.

A21.8.2 Notwithstanding the above, such pilot who is unable to maintain his License Validation Certificates shall **accrue seniority according** to the provisions of Section 8.7 (Long Term Illness or Injury).

A22 SUPERVISORY AND MANAGEMENT FLYING

A22.1 SCOPE

A22.1.1 Supervisory pilots shall be bound by the terms and conditions of the Collective Agreement unless otherwise specified herein.

A22.2 COMPANY RIGHTS

A22.2.1 Nothing in this Agreement shall restrict the Company's rights to transfer employees to non-flying, supervisory, or management duties with the employee's concurrence, or the right to withdraw employees from such non-flying, supervisory, or management duties.

A22.3 RETURN TO LINE FLYING

A22.3.1 A pilot returning from supervisory and/or management position(s) will be able to return to the line to the status his seniority will allow him to hold. However, in the case where the same or a higher position on the equipment ladder is available at his present base, the pilot shall not be allowed to bump into another base.

A22.4 REVENUE FLYING RESTRICTION

A22.4.1 It is agreed between the Association and the Company that Management pilots play a key roll in line flying. Supervisory and Management Pilots must accomplish such duties as Line Indoctrination, Line Checking, Assignment Evaluations, Performance Evaluations and Route Checking frequently. All Supervisory and Management pilots must also maintain a professional level of currency that may or may not be accomplished during checking or evaluating.

A22.4.2 Duty and Flight time limitations in this agreement apply to all management pilots while engaged in revenue flying duties.

A22.4.3 Supervisory and Management pilots will have no limit on revenue or non-revenue flying conducted. The company will consult with the association prior to conducting any non-currency or non-checking flights with Management pilots (Supervisory Pilots excluded) that directly results in a reduction of workforce. While type and position qualified pilots are on furlough Management pilots will not conduct non-checking or non-currency duties that extend or contribute to reduced staffing levels without the associations approval.

A22.5 ABILITY TO DISPLACE

A22.5.1 A pilot may be displaced from his flight by a Supervisory or Management pilot provided that in such cases, the pilot shall be credited for flight time and pay purposes for the flight as if it had been flown according to schedule, and he shall not be subject to reassignment other than

necessary deadheading on the earliest available flight to return a pilot to his home base, or to pick up the balance of his pairing(s).

A22.6 FLYING ACCOUNTABILITY

A22.6.1 Revenue hours flown by Supervisory and Management pilots shall be made available to the Association upon request.

A22.7 MANPOWER REQUIREMENTS

A22.7.1 The number of Supervisory and Management pilots will be established by the Company consistent with manpower requirements. The Association shall be expeditiously notified of any additions and/or deletions to the Supervisory and/or Management pilot staff.

A22.8 SUPERVISORY CREW

A22.8.1 Supervisory and Management pilots shall not perform supervisory duties while flying as a member of a crew. Instrument rating renewal, instructional flights, line checks, and line indoctrination flights necessary to qualify crews under MOT requirements are excepted.

A22.9 FLYING BY SENIORITY

A22.9.1 Except when doing line indoctrination, line check's, route checking or assignment evaluations when flying as a crewmember, Supervisory and Management pilots shall conform to the Seniority System provided for in this Agreement. That is, the following conditions must be met:

A22.9.2 Such Supervisory and Management pilots must hold a position on the Pilot Seniority List, and may only fly in the status which his seniority allows. Otherwise such flying must be done in accordance with Section A22.5 or in accordance with section A22.9.4

A22.9.3 Command of the aircraft shall be in accordance with Section 2.1.6 of this Agreement.

A22.9.4 In the case where a Supervisory or Management pilot has a specific need to fly a specific route or pairing on dates not yet blocked or awarded he shall be permitted to do so regardless of his seniority without having to displace a pilot under section A22.5.1.

A22.10 SENIORITY EXEMPTION

A22.10.1 Notwithstanding any of the provisions of this Section, any Supervisory and/or Management pilots may fly any flight for which there is no non-supervisory or non-management pilot available.

A23 FILLING OF POSITION VACANCIES

A23.1 AVAILABLE EQUIPMENT ASSIGNMENTS

A23.1.1 The following will be considered the Company Equipment Assignments available and will be use when determining temporary and permanent assignments.

B190 D Captain, B190 C Captain, F90 Captain, Cessna 208 Captain, B190 D First Officer, B190 C First Officer, F90 First Officer, Cessna 208 Cargo Master

A23.1.2 All minimum qualifications necessary for the above positions will be determined in consultation between the Association and the Company, and published in the Company Policy and Procedures Manual, and in the Pilots memo binder. The Company shall not set unreasonable experience requirements, nor exercise its authority in bad faith.

A23.2 PERMANENT ASSIGNMENTS

A23.2.1 All vacancies will be considered permanent assignments and filled in accordance with this Section. However, vacancies *may* be considered to be temporary assignments as per Section A23.8

A23.2.2 When a vacancy for a permanent assignment occurs, the Company will, a minimum of seven (7) days prior to the first day of training, post a notice on Company bulletin boards and in the pilots' memo binder with a copy to the Association setting out the following information with respect to the vacancy:

Status;
Number of assignments;
Location of work;
Equipment involved;
Effective date of the assignment;
A list of pilots entitled to reinstatement rights.

A23.3 LETTERS OF PREFERENCE

A23.3.1 A pilot must maintain on file a completed Letter of Preference, which will serve as a standing bid for all vacancies. This Letter of Preference may be changed by the pilot at any time by submitting an updated Letter of Preference.

A23.3.2 Letters of Preference must be sent to the Chief Pilot. Within seven (7) days, dated and signed copies will be forwarded to both the pilot and the Association.

A23.3.3 In the event that the Pilot has no Letter of Preference on file, his current position will be deemed to be his winning bid.

A23.4 AWARDING OF POSITIONS

A23.4.1 The assignment will normally be filled no less than ten (10) days after the posting.

A23.4.2 In no case shall a pilot receive less than four (4) days' notice prior to training. In the event of a late withdrawal(s), a pilot(s) who bid for and is next in line for a permanent assignment will have the option of accepting the assignment with less than four (4) days' notice. Assignments will be offered in order of seniority. To fill the course the most junior pilot(s) who bid for the assignment must accept it.

A23.4.3 All vacancies will be filled in accordance with seniority, with all other factors being considered with the following exception:

Any pilot who has failed to complete a Captain upgrade may be restricted from bidding a Captain assignment for a period of six (6) months. Such pilot may be required to undergo an assessment prior to being awarded another Captain assignment.

A23.4.4 If a vacancy is not bid then the Company may assign the most junior pilot in the Company or hire a new pilot to fill the vacancy, except as provided in A6.1.1.

A23.5 PAY TRANSITIONS

A23.5.1 When pilot transitions to another rated assignment, the associated transition to the new rate of pay will be the date of the pilot's release to the line.

A23.6 INTENTIONALLY LEFT BLANK

A23.7 REDUCTION AND DISPLACEMENTS

A23.7.1 When there is a reduction in assignments, a pilot displaced from his assignment shall be permitted to displace a more junior pilot in the system provided he is qualified and trained to hold the new position. A junior pilot so displaced shall be permitted similar displacement right.

A23.7.2 A displaced pilot may only displace into a different base in order to improve the position he could hold (i.e. higher rate of pay) after his displacement. The displaced pilot must be fully trained, qualified and ready to be released with no further evaluation required to be eligible to displace into another base.

A23.7.3 The Company shall provide a pilot with seven (7) calendar days' notice of any change in his permanent assignment. The pilot may accept a lesser notification.

A23.7.4 A pilot advised of a change of assignment will have three (3) days to notify, in writing the Company of his intention with regards to exercising his seniority.

A23.7.5 All notifications in Section **A23.7** will be copied to the Association.

A23.8 TEMPORARY ASSIGNMENTS

A23.8.1 When a pilot is unable to work the Company may designate a requirement for temporary assignments at a base for a period of four (4) months or less. Those positions will be awarded as outlined in Section **A23.8.2** below.

A23.8.2 If the temporary assignment extends beyond four (4) months or additional temporary assignments are required on that aircraft type then the initial temporary assignment will be designated as a permanent assignment or be extended for a definitive period as a temporary assignment. For an assignment to be extended beyond 4 months as temporary the company must have at the time of the extension reasonable cause to believe that the assignment will not become a permanent assignment in the future. This condition may be waived with the agreement between the company and the association. When such an assignment becomes permanent, it will be filled in accordance with the provisions of Section **A21.2**.

A23.8.3 Temporary assignments for Captain position(s) will be awarded in accordance with the system seniority from the First Officer list, at the affected base, on the appropriate equipment, provided that all minimum requirements contained in the Transport Canada Regulations, Company Flight Operations Manual, Policy and Procedures Manual and this collective agreement are met. Exceptions to the above paragraph may be made by mutual agreement between the Company and the Association.

A23.8.4 Every reasonable effort will be made to notify all pilots, at the affected base, when a Temporary assignment(s) becomes available. All eligible pilots shall be offered the temporary assignment(s) in order of aircraft type seniority.

A23.8.5 A pilot who accepts a temporary assignment will not be required to change his base.

A23.8.6 When a temporary assignment ceases to exist, the pilot holding the temporary assignment shall return to his permanent assignment.

A23.8.7 The Company may make temporary assignments from one established base to another established base. These temporary assignments will be filled in the following manner.

A23.8.7.1 All currently qualified pilots holding the same equipment assignment will be offered a temporary assignment in accordance with seniority.

A23.8.7.2 A pilot, other than the most junior qualified, will not be temporarily assigned to another established base without his consent.

A23.8.8 Temporary assignments within an established base which remain in effect after four (4) months shall be designated as a permanent assignment or be extended for a definitive period as a

temporary assignment. For an assignment to be extended beyond 4 months as temporary the company must have at the time of the extension reasonable cause to believe that the assignment will not become a permanent assignment in the future. This condition may be waived with the agreement between the company and the association. When such assignments become permanent, they will be filled in accordance with Section A23.2.

A23.8.9 Pilots on temporary assignments at another established base will be reimbursed for living expenses as outlined in Section 11. This removes the calculation and payment of per diems under Section A11.1.

A23.8.10 If a pilot on a temporary assignment at another established base so wishes he will be returned to his home base during days off at the Company's expense if operationally possible and practical. In determining if the return is operationally possible the company nor the employee will be unreasonable. If the pilot remains at the established base during his days off, reimbursement for living expenses will be continued.

A23.9 BASE TRADE

A23.9.1 Pilots holding the same equipment and status shall be permitted to make a mutual exchange of base provided:

- a) The pilots concerned are entitled by seniority to hold the assignment at the bases of intended transfer and,
- b) That written approval is obtained from the Company and the Association and,
- c) That written approval is obtained from all pilots between the seniority numbers of the two pilots trading bases.
- d) The next Pilot System Seniority List issued after such base trade will reflect each pilot's new assignment.

Note: The Company will not be held responsible in terms of cost or time off.

A23.10 REINSTATEMENT RIGHTS

A23.10.1 A pilot affected by a forced reduction from an assignment will hold a right to be reinstated to that assignment for a period of twelve (12) months from the first revenue flight or the completion of line indoctrination in his new assignment, whichever is later.

A23.10.2 During the awarding process a pilot holding the right to be reinstated to an assignment shall have that assignment reserved for him when a vacancy becomes available. Such a vacancy shall not be held if the pilot does not exercise his rights to reinstatement. If he bypasses the reinstatement the company will continue to offer any future reinstatement opportunity until the conditions of A23.10.1 are met.

A23.10.3 If more than one pilot holds a right to be reinstated to an assignment, reinstatement shall be awarded in order of seniority from the pilots holding a right to be reinstated to that assignment.

A23.11 TEMPORARY BASE

A23.11.1 When an operation requires that an aircraft be positioned away from an established base temporarily, the Company may offer a temporary base bid to currently qualified pilots in order of seniority on the type provided that:

- a) No pilot other than the most junior qualified will be forced to accept such an assignment.
- b) No pilot shall lose his permanent assignment or be reduced in status as a result of the establishment of a temporary base. Provided his permanent assignment and base are still present within the system.

A23.11.2 Temporary base assignments will be offered in monthly increments to a maximum of four (4) months. The temporary base may be extended for a definitive period. For a base to be extended beyond 6 months as temporary the company must have at the time of the extension reasonable cause to believe that the base will not become permanent. This condition may be waived with the agreement between the company and the Association.

A23.11.3 The Company may cancel a temporary base assignment without notice.

A23.11.4 A pilot, excluding the junior most pilot, may end his temporary base assignment with thirty (30) days notice.

A23.11.5 If an operation was originally planned for a period of less than four (4) months and is extended, the extension will be offered first to the present assignment. Should he decline, it will be re-bid.

A23.11.6 The terms of this Agreement will apply to a pilot on assignment at a temporary base as though it were his permanent base, unless otherwise mutually agreed to between the Company and the Association.

A23.11.7 Pilots assigned to a temporary base will be reimbursed for living expenses, while assigned to the temporary base as outlined in Section A23.8.

A23.11.8 All reasonable travel to and from the temporary base will be at Company expense and travel must be approved by the Company.

A23.11.9 The Company shall pay for additional local taxes, medical and insurance coverage and any other additional costs where mutually agreed upon between the Company and the Association.

A23.11.10 A pilot who bids a temporary base assignment and whose vacation falls within this period shall, subject to optional requirements, have his vacation period(s) reassigned to another period(s) that is mutually agreeable between the Company and the pilot.

A24 TRAINING

A24.1 FAILURE TO QUALIFY

A24.1.1 The term failure to qualify shall mean:

- a) Failure to receive a recommendation for a flight test after completion of the full Training program as per A24.1.4 or
- b) Failure of the actual flight test after receiving said training and recommendation, or
- c) Failure to successfully complete line indoctrination, or
- d) Failure to pass an initial or recurrent ground school exam, or
- e) Failure to pass a Line Check, or
- f) Failure to pass a mute or airport qualification check, or
- g) Failure to pass a Simulator Evaluation,

A24.1.2 A pilot who fails to qualify and who subsequently is to receive additional training shall have the option of having such training and flight test done by a different Training and/or Check Pilot. If another Training and/or Check Pilot is not available within a reasonable amount of time, in agreement with the Association, the Company may require the candidate to receive said additional training and flight test with the same instructor or examiner.

A24.1.3 A pilot who fails to qualify may be held out of service, however, his normal monthly minimum flight credit guarantee will not be reduced for a period of thirty (30) days. Notwithstanding the above, a pilot who fails to qualify may, at the company's discretion, be scheduled to re-qualify on a scheduled day off. This day(s) will have no draft penalties applied.

A24.1.4 Notwithstanding Section A24.5.2, the trainee is entitled to complete all scheduled and required training, and may not be "washed out" prior to the end of the full training program, however in cases where the candidate demonstrates a lack of required knowledge due to a lack of preparation, the Company may terminate training prior to the full program being completed. In such cases, the Company will advise the candidate in writing of their concerns, and allow him an additional training session prior to the termination of his training. In all cases the Association will be advised in writing prior to the candidate being "washed out".

A24.2 INITIAL NEW HIRE TRAINING

A24.2.1 Notwithstanding Section A24.1, a new hire pilot who fails to qualify during any phase of his initial training shall have his future employment status determined by the Company.

A24.3 RECURRENT TRAINING (IFR/PPC/PCC RENEWAL)

A24.3.1 Recurrent training shall consist of a minimum of one simulator/aircraft session prior to a flight test. Recurrent training shall consist of at least two (2) hours of "pilot flying" duties.

Recurrent training and the flight test may not be conducted during the same session. A pilot shall receive no less training than that required in the Company Training Manual. In cases where the recurrent training involves only a loft, the flight test may be conducted in the same session as the training in agreement between the candidate and the Company.

A24.3.2 A pilot who fails to qualify after his first attempt will be advised in writing within five (5) days of his failure, and will be afforded adequate additional training and a second chance to qualify within thirty (30) days of the date of his failure. This additional training will be in the area in which he failed to demonstrate required proficiency.

A24.3.3 A Captain who fails to qualify after his second attempt will be given the opportunity to re-qualify as a First Officer.

A24.3.4 Notwithstanding A24.3.3 a First Officer who fails to qualify after his second attempt will be advised in writing within thirty (30) days of his employment status with the company.

A24.4 LINE CHECK

A24.4.1 Line checks of operating crew members shall be conducted as seen necessary by the Company. In any case, a pilot shall not be subject to more than one (1) successful line check in a six (6) month period while on the same equipment type and same position held, notwithstanding Section A24.4.2 below.

A24.4.2 A pilot who fails to qualify after his first attempt will be advised in writing within five (5) days of his failure and will be afforded additional training, and a second chance to qualify within fifteen (15) days of the date of his failure. This additional training will be in the areas in which he failed to demonstrate the required proficiency.

A24.4.3 A Captain who fails to qualify after his second attempt will be given the opportunity to re-qualify as a First Officer.

A24.4.4 A First Officer who fails to qualify after his second attempt will be advised in writing within thirty (30) days of his employment status with the company.

A24.5 STATUS OR EQUIPMENT ASSIGNMENTS

A24.5.1 This section shall apply to any of the following or any combination of the following changes of assignment:

- First officer to Captain
- Captain to First Officer on another aircraft type
- Changing of aircraft type to the same position i.e. Captain to Captain

A24.5.2 All pilots upgrading ~~from a~~ First Officer position to a Captain position or ~~changing~~ equipment ~~type~~, shall ~~be~~ subject to an Evaluation prior to any training. The minimum standards ~~expected~~ of the candidate will be published in the Policy and procedures ~~Manual~~ and will be established ~~in consultation~~ with the Association. Any candidate not meeting the minimum standards shall not be entitled to continue training, and shall be ~~prohibit(ed)~~ from bidding a Captain position ~~for a period of~~ six (6) months.

A24.5.3 A pilot who fails to qualify after his first attempt will be ~~advised~~ in writing within five (5) days of his failure and will be afforded additional training ~~and a second~~ chance to qualify within thirty (30) days of the date of his failure. This additional training will ~~consist~~ of not less than two (2) hours ~~as the pilot flying~~, unless the candidate and instructor ~~agree~~ that less than 2 hours is required and such that ~~no single aircraft/simulator session exceeds~~ two (2) hours ~~flying~~ ~~as the pilot flying~~.

A24.5.4 A pilot who fails at ~~his second~~ attempt will be ~~advised in~~ writing within five (5) days of ~~his~~ failure. The pilot shall return to his ~~former permanent assignment~~. ~~In the event this failure results in disqualification the candidate will be advised in writing within 30 days as to their employment status with the company~~

A24.5.5 If his ~~former~~ permanent assignment ~~no longer~~ exists, he will be given additional training ~~as per Section A24.2, and a third attempt to qualify within thirty (30) days of his failure.~~ A Pilot who fails to qualify ~~after his third attempt~~ will be ~~advised in writing~~ within thirty (30) days of his employment status with the Company.

A24.5.6 A pilot who fails to qualify ~~after~~ exhausting all of the above attempts shall be prohibited from bidding the ~~same~~ permanent assignment vacancy ~~for a period of one (1) year from the date of last failure.~~

A24.5.7 A pilot who ~~re-bids~~ the same permanent assignment vacancy ~~after one (1) year~~ shall have his rights ~~to qualify~~ reinstated.

A24.5.8 ~~The~~ Company, in ~~agreement~~ with the Association, may reduce this ~~period~~ to six (6) ~~months~~.

A24.6 EQUIPMENT ASSIGNMENT, A/C TECHNICAL GROUND SCHOOL

A24.6.1 A pilot who fails his ground school ~~will~~ be ~~advised in writing~~ within five (5) days of his failure. The pilot shall ~~elect to either write a second exam within seven (7) days of said notification. or complete a second ground school and then rewrite an exam.~~ ~~If the pilot fails his second attempt he shall return to his former permanent assignment.~~

A24.6.2 If his ~~former permanent~~ assignment ~~no longer~~ exists, he shall be afforded the opportunity ~~to write a third exam.~~ ~~A pilot who fails his third attempt shall be~~ ~~advised in writing~~ within thirty (30) days of his employment status with the Company.

A24.6.3 A pilot who fails to qualify after exhausting all of the above attempts shall be prohibited from bidding the same permanent assignment vacancy for a period of one (1) year from the date of last failure.

A24.6.4 A pilot who re-bids the same permanent assignment vacancy after one (1) year shall have his rights to qualify reinstated.

A24.6.5 The Company, in agreement with the Association, may reduce this period to six (6) months.

A24.7 RECURRENT GROUND SCHOOL

A24.7.1 A pilot who fails his recurrent ground school will be advised in writing within five (5) days of his failure. The pilot shall elect to either write a second exam within seven (7) days of said notification, or complete a second recurrent ground school and then re-write an exam. If the pilot fails his second attempt he shall be advised in writing within thirty (30) days of his employment status with the Company.

A24.8 GENERAL

A24.8.1 This subsection shall cover all pilots while on initial, recurrent, upgrading, downgrading, or any other form of training that may be required.

A24.8.2 No period of ground training shall be more than ten (10) hours in any given calendar day from the required report time to the time the candidate is released from duty. Ground training will normally be scheduled on a continuous basis until completed.

A24.8.3 No session of simulator/aircraft, or procedures training shall be more than four (4) hours in length excluding pre and post flight briefings. Ten (10) hours completely free from all duty shall be provided between all simulator/aircraft or procedures sessions, with a minimum opportunity of getting eight (8) hours of prone rest. If the candidate would require more than ten (10) hours free from duty to comply with eight (8) hours of prone rest the Company may at its discretion provide a hotel room to the candidate or increase the 10 hours to allow the opportunity of 8 hours prone rest.

A24.8.4 No period of training of any kind shall be more than seven (7) consecutive days duration without a minimum of forty eight (48) hours completely free from all duty, except by mutual agreement between the Company and the candidate. No in-house training will be scheduled to be more than five (5) days duration without a minimum of forty eight (48) hours completely free from all duty.

A24.8.5 A pilot shall receive at least four (4) days advance notice with the last two (2) days completely free from all duty, for all initial flight training sessions (excluding new hirer)

(including PPC, PCC and IFR Checks) except by mutual consent. In the event that the flight training session is a recurrent session, a pilot shall receive at least two (2) days advance notice. This notice must be renewed if the flight training session is delayed more than sixty (60) hours, except by mutual consent.

A24.8.6 No period of flight training shall have more than two (2) trainees on an aircraft/simulator at one time. This provision may be waived in the event that a third person wishes to occupy the observer's seat, with the consent of both trainees and the instructor.

A24.8.7 No simulator/aircraft training (including pre and post flight briefings) shall be preceded or followed by any duty on the same day other than deadheading.

A24.8.8 While training away from home base, notwithstanding the provisions of Section A4.8, a pilot shall be allowed two (2) days off out of each nine (9) days while in ground school, simulator, or flight training. Such days off may be deducted from the minimum guaranteed days off at home base. This shall be determined prior to departing for such training, and the pilot(s) notified accordingly.

A24.8.9 All pilots on initial, recurrent, PPC or IFR renewal, status or equipment change, ground school, or any other training that may be devised, shall receive a four (4.0) hour flight credits per day.

A24.8.10 A pilot who is removed from his scheduled flight(s) for his own training shall receive credit for the greater of the assigned pairing(s) lost, or duties performed. Unless the removal was caused by his previous failure, in such a case he shall receive the credits for the lessor of the two.

A24.8.11 In unusual circumstances, a pilot may be required to perform as a "pilot not flying" in order to train or qualify another pilot. In this case, said pilot will not have his performance measured, and will not be subject to the provisions of Section A24.1.1 and A24.1.2 while operating for reasons other than the requirements to maintain his own proficiency, except in cases where he demonstrates gross negligence in the performance of his duties.

A24.8.12 In the case of a PPC or IFR renewal the CCP involved has the responsibility and/or right that may override the conditions of A24.8.11.

A24.8.13 Every effort shall be made by the Company to avoid training between the hours of 1000 and 0600.

A24.8.14 All ground school exams of a non A/C technical nature will be train to pass.

124.9 ADDITIONAL OPPORTUNITIES

A24.9.1 Nothing in Section A24 shall prohibit the Company from offering a pilot additional opportunities to qualify for any assignment sought.

A25 PHYSICAL EXAMS

A25.1 GENERAL

A25.1.1 Periodic physical examination, electrocardiogram, and audiograms required under Government Regulations for license endorsement are the shared responsibility of the Company and the pilot.

A25.1.2 After successful completion of a medical exam, and failure to receive a renewed License Validation Certificate, if required, pilots shall be required to advise the Company at least seven (7) days prior to the expiration of their License Validation Certificate.

A25.1.3 Such examination shall be conducted by the Company designated MOT doctor. The Company shall designate at least one MOT doctor for every location where pilots are based. Where no Company doctor is designated for a pilot base, the pilot may choose his own MOT doctor, and Section A25.1.4 shall still apply.

A25.1.4 The expense of the regular MOT physical, electrocardiogram, and audiogram examinations, shall be borne by the Company. Any medical conducted by a doctor other than as assigned by the Company at a base where a Company doctor is available shall be at the full expense of the Pilot. The Pilot may be requested to complete another medical examination by the Company doctor.

A26

FURLOUGHING

A26.1 FURLOUGHING

A26.1.1 When there is a surplus of pilots identified on the system, such furloughings shall be in reverse order of seniority on aircraft type unless qualified on another type within the system. Such furloughed pilots shall be offered reemployment in order of their seniority. Compliance with the above shall not force the Company to train an Employee in a higher classification. If a pilot bumps into a different type to remain employed he will be automatically frozen for twelve (12) months.

A26.1.2 The Company shall provide at least fourteen (14) written notice to a pilot prior to his being furloughed, or less in agreement with the Association.

A26.1.3 A pilot placed on laid off status with fourteen (14) notice, whose instrument rating is due to expire within two (2) months from the date of layoff, shall have his current group of instrument rating renewed by the Company prior to lay off. The Company shall only be responsible for providing me (1) attempt at a renewal.

A26.1.4 A pilot who is furloughed shall file his address with the Company, and shall thereafter promptly advise the Company of any change of address.

A26.1.5 A pilot shall not be entitled to preference in re-employment if he does not comply with the foregoing requirements or if he does not advise the Company of his intent to return within five (5) days of receipt of the recall notice, or if he does not return to the service of the Company within fifteen (15) days of the receipt of the recall notice, or such longer periods may be mutually agreed upon, after notice to do so, sent by registered mail or telegram to the last address filed with the Company. In the event the Company bulletins an assignment as temporary, a pilot may, if he considers it to his disadvantage to accept, advise the Company in writing accordingly, and will maintain his entitlement for preference in re-employment for any subsequent assignment, except that the most junior furloughed pilot must accept such a temporary recall.

A26.1.6 Notwithstanding Section A26.1.5, any pilot who is furloughed shall have the option of choosing to remain on furlough or of severing his employment with the Company. However, at the end of sixty (60) months, severance will be automatic unless otherwise mutually agreed between the Association and the Company.

A26.1.7 A pilot who is furloughed shall have the option of choosing to maintain all or any benefits normally covered by payroll deduction at 100% employee expense. Such payments for benefits shall be made in advance in the form of monthly post-dated cheques.

A26.1.8 A pilot who is furloughed shall have the option of taking all or any outstanding vacation or statutory holiday credits in lieu or as part of his furlough period.

A26.1.9 A pilot who is recalled from furlough shall be guaranteed thirty (30) days employment or equivalent pay, even if said recall notice is cancelled prior to the effective recall date. Notwithstanding the above, a pilot may accept a recall of less than thirty (30) days, however a refusal to do so does not permit the Company to bypass said pilot on any future recall list. If a short term recall turns into a permanent recall, the Company may elect to retain the employee recalled for the position.

A26.1.10 A pilot shall retain his accumulated seniority and continue to accrue seniority during any period of Furlough.

A26.2 EMPLOYMENT SECURITY

A26.2.1 The Company shall provide at least fourteen (14) days written notice, or pay in lieu thereof, to a pilot prior to his being furloughed for any reason.

A26.2.2 A pilot who is terminated other than for just cause, and a pilot who is furloughed and who has elected to renounce his recall rights, shall receive, in addition to any other collective agreement entitlements, a severance amount of two (2) paid days per year of service with a minimum of 5 days with no maximum limit. If the employee has less than one year of service he is not entitled to any severance.

A26.2.3 The Company, forthwith upon becoming aware that it may be necessary to furlough any pilot, shall serve notice in writing to the Association, and shall meet with the Association for the purpose of consultation and discussion of the reasons for the furlough.

A27 DATA RECORDERS

A27.1 GENERAL

A27.1.1 For the purposes of this Section, the term "Data Recorded" shall mean:

Cockpit Voice ~~Recorders~~ (CVR's)

A27.1.2 Subject to the obligations of the Company and the Association to comply with applicable government regulations, data or other information obtained from any type of Data Recorder will only be used for incident or accident investigation purposes, except as provided for in Section A27.1.3.

A27.1.3 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 in accident reconstruction. However, it is agreed that information obtained from Data Recorders will not be used:

- a) By the Company to monitor individual pilot judgment, ability, performance or technique in operating any aircraft.
- b) By the Company 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) By the Company as a means of seeking out information for the use of disciplinary, suspension, discharge or termination action to be taken by the Company.

A27.1.4 In the event of an incident or accident investigation, the Company may not release any data or other information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association as well as either the pilot(s) involved or his (their) estate(s).

A27.1.5 It is agreed that no program to routinely read recorded information from Data Recorders, except for maintenance purposes, will be introduced or carried out without mutual consent between the Company and the Association.

A27.1.6 The Company shall use its best efforts to ensure the security of all data or other relevant information obtained from Data Recorders against unauthorized removal and/or playback.

A27.1.7 No Data Recorders shall record specific pilot identification designators.

A27.1.8 Where any Data Recorder (other than a completely erased CVR) is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Association, and all pilot crew members involved in the incident or accident. Unless the company has been legally bound not to reveal the removal.

A27.1.9 The CVR shall have a means of being erased at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident or accident free flight, except where prohibited by law. From time to time, Maintenance may require that the CVR not be erased at the end of a flight for the purposes of intelligibility and/or legibility testing of the CVR. In such cases the aircraft will be clearly placarded the crew is not to erase the CVR, and that the CVR may be monitored for intelligibility testing purposes only.

A28 ACCIDENT OR INCIDENT INVESTIGATIONS

A28.1 GENERAL

A28.1.1 Where a pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service in accordance with Section A28.1.3, pending the outcome of any investigation into the accident or incident. Where held out of service, the pilot and the Association will be so notified in writing within seven (7) days along with the reason(s) therefore.

A28.1.2 Where the investigation is undertaken by the Company, the officers involved shall make every attempt to issue a final report within three (3) months. The Association shall be afforded observer status in the investigation with access to all relevant material and shall receive a copy of any interim or final reports.

A28.1.3 While pursuant to Section A28.1.1, a pilot is held out of service pending the outcome of an investigation, he shall be credited for the flight credits in his block as if they were flown according to schedule and shall receive his normal salary. In subsequent months, or in the case of a pilot not holding a block, he shall be paid not less than his normal monthly salary. All such pay shall be adjusted to include negotiated pay increases, and any incremental pay increases. The above pay provisions shall continue until the pilot returns to the line or the Company renders a decision on the pilot's employment status.

A28.1.4 Where a pilot is unable to report for duty due to medical reasons after an accident or incident, his pay shall be covered by the appropriate insurance plan(s).

A28.1.5 In cases involving aircraft accidents, a pilot will not be required to commit himself orally, or in writing to officials of the Company following the accident unless the following conditions have been met:

- a) He has the opportunity to be represented by the Association, and
- b) He has been afforded the opportunity of a medical examination by a medical examiner approved by the Association and the Company.

A28.1.6 In cases involving aircraft incidents, a pilot will not be required to commit himself orally, or in writing to officials of the Company following the incident unless they have the opportunity to be represented by the Association.

A28.1.7 Throughout this procedure, the pilot involved and/or his designated representative(s) may upon request, review and receive copies of any information contained in his personal or technical file(s).

APPENDIX 'B': MAINTENANCE

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B3 RATES OF PAY

B3.1 HOURLY RATES

B3.1.1 Groomers

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$8.16	\$15 972.80
2	\$8.59	\$17 867.20
3	\$9.09	\$18 907.20
4	\$9.60	\$19 968.00
5	\$10.10	\$21 008.00

B3.1.2 Apprentice

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$11.22	\$23 327.20
2	\$12.19	\$25 344.80
3	\$13.50	\$28 069.60

B3.1.3 Junior Engineer

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$15.46	\$32 162.00
2	\$16.06	\$33 410.00
3	\$16.70	\$34 741.20
4	\$17.35	\$36 093.20
5	\$18.04	\$37 528.40

B3.1.4 Senior Engineer (min. 5 years experience)

Level	Effective August 1st, 2001	
1	\$19.60	\$40 771.47
2	\$20.37	\$42 373.07
3	\$21.18	\$44 057.87
4	\$22.02	\$45 805.07
5	\$22.89	\$47 614.67

B3.1.5 Inventory Control Technician

Level	Effective August 1st, 2001	
1	\$11.07	\$23 031.07
2	\$12.07	\$25 098.67
3	\$13.05	\$27 137.07
4	\$14.02	\$29 154.67
5	\$14.99	\$31 172.27

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B7 VACATION AND STATUTORY DAYS

B7.1 STATUTORY HOLIDAY ENTITLEMENT AND PAY

B7.1.1 Maintenance staff shall be awarded nine (9) statutory holidays per year. Statutory holidays will be bid as part of the vacation bid Section 7.2.3, in blocks of days. Preference for Statutory holiday bids will be governed by seniority.

B7.1.2 Employee's may elect not to submit a statutory holiday block bid, and may apply for their statutory holiday block during the year. In this case, the statutory holiday block period is subject to approval by the Company, once approved, however it will not be changed except by mutual agreement between the employee and the Company. The employee may not displace a statutory holiday block bid submitted previously under Section 7.2.3, regardless of seniority. The Company is required to respond with an approval or denial at least thirty (30) days prior to the date of the statutory holiday block.

B7.1.3 In the event that the employee does not request the statutory holiday blocks in accordance with Section 7.2.4, the Company may, in its discretion and in consultation with the employee, assign the statutory holiday blocks to the employee.

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B11 **EXPENSES , LODGING AND TRANSPORTATION**

B11.1 MAINTENANCE PROFESSIONAL EXPENSES

B11.1.1 The Company will make available through stores, to each Apprentice, Junior Engineer, and Senior Engineer on staff, reasonable amounts of consumable items used in the maintenance of Company aircraft. Such items will include, but are not limited to flashlights, screwdriver bits for power drills, drill bits, butane for portable soldering irons, solder etc.

B11.1.2 Any fees for MOT required exams (including exams necessary for licensing purposes) shall be the responsibility of the Company on the first attempt. The Company shall not be responsible for fees for any rewrites of failed exams.

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B16 UNIFORMS

B16.1 GENERAL

B16.1.1 Uniforms will be worn and maintained according to standards prescribed by the Company.

B16.1.2 If the Company makes changes in the supplier, style, color, or material of the uniform Association recommendations regarding any such changes will be considered by the Company.

B16.1.3 If the Company introduces any changes in color or style for any item changed prior to the replacement schedule, the Company shall pay one hundred percent (100%) of the cost involved. The Company shall pay fifty percent (50%) of the cost of any item replaced on the item's replacement due date.

B16.1.4 The Company will pay fifty percent (50%) of the cost of all uniforms, which will be deemed to have a useful life of twelve (12) months unless otherwise specified.

B16.1.5 The Company will supply or assume the cost of the initial issue and reasonable replacement of badges, insignia and epaulettes as prescribed by the Company.

B16.1.6 The Company shall repair or replace any part of a damaged uniform when such damages occur in the performance of an employee's duties, provided proof thereof is furnished. This does not cover any damage due to gross neglect on the employee's part.

B16.2 MAINTENANCE

B16.2.1 The Company uniform will consist of:

The company will cover one hundred percent (100%) of the cost of the following items:

three (3) pair of work pants
five (5) Air Georgian work shirts

The Company will cover fifty percent (50%) of the cost of the following items:

one (1) parka or winter coat every three (3) years
one (1) pair of approved steel toe safety boots
one (1) pair of approved insulated work gloves

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B24 TRAINING

B24.1 STANDARDS

B24.1.1 Maintenance engineer's (including apprentices, junior and senior engineers) training standards will be in compliance with Section 12 of the Company Maintenance Policy Manual, and Section 573.06 of the Canadian Aviation Regulations.

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APPENDIX 'C': ADMINISTRATION

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C3 RATES OF PAY

C3.1 HOURLY RATES

C3.1.1 Reception

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$8.16	\$16 972.80
2	\$8.59	\$17 867.20
3	\$9.09	\$18 907.20
4	\$9.60	\$19 968.00
5	\$10.10	\$21 008.00

C3.1.2 Office Staff/Book Keepers

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$12.14	\$25 251.20
2	\$12.62	\$26 249.60
3	\$13.60	\$28 288.00
4	\$14.32	\$29 785.60
5	\$15.05	\$31 304.00

C3.1.3 Quality Assurance

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$10.68	\$22 214.40
2	\$11.65	\$24 232.00
3	\$12.63	\$26 270.40
4	\$13.60	\$28 288.00
5	\$14.57	\$30 305.60

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APPENDIX 'D': FLIGHT FOLLOWING

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D3 RATES OF PAY

D3.1 HOURLY RATES

D3.1.1 Licensed Flight Followers

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$13.14	\$27 331.00
2	\$13.62	\$28 330.00
3	\$14.60	\$30 368.00
4	\$15.32	\$31 965.60
5	\$16.05	\$33 384.00

D3.1.2 Non Licensed Flight Followers

Level	Effective August 1st, 2001	Effective Yearly salary
1	\$10.10	\$21 008.00
2	\$11.00	\$22 880.00

D3.1.3 Employees within the Tier III Coordinator classification will receive a 2 level wage increase based on the Licensed Flight Follower scale.

D3.1.4 Employees within the Crew Scheduling classification will commence at the Licensed Flight Follower wage rate or the applicable wage rate based on their years of service as a Crew Scheduler, whichever is greater.

D4 HOURS OF SERVICE

D4.1 WORKFORCE REQUIREMENTS

D4.1.1 The Company shall determine the work force requirements and hours of operations.

D4.2 SHIFT TRADES

D4.2.1 Shift trades will be allowed with due regard to proper rest requirements. Once both employees have signed the shift trade and it has been approved by the Company, it becomes an official amendment to the posted work schedule. Employees hold full responsibility for their shift until such time as a shift trade is signed or agreed to. This responsibility is then passed on to the employee accepting the shift trade. No shift trade will result in payment or entitlement to overtime.

D4.2.2 If a shift trade occurs on a statutory holiday, the employee who actually works on a statutory holiday shall be credited with that day, unless mutually agreed upon.

D4.2.3 For the purpose of scheduling and vacation, the following positions shall be considered separate:

Tier III Coordinator
Flight Follower
Crew scheduler

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D7 VACATION AND STATUTORY DAYS

D7.1 STATUTORY HOLIDAY ENTITLEMENT AND PAY

D7.1.1 Flight following staff shall be awarded nine (9) statutory holidays per year. Statutory holidays will be bid as part of the vacation bid Section 7.2.3, in blocks of days. Preference for Statutory holiday bids will be governed by seniority.

D7.1.2 Employee's may elect not to submit a statutory holiday block bid, and may apply for their statutory holiday block during the year. In this case, the statutory holiday block period is subject to approval by the Company, once approved, however it will not be changed except by mutual agreement between the employee and the Company. The employee may not displace a statutory holiday block bid submitted previously under Section 7.2.3, regardless of seniority. The Company is required to respond with an approval or denial at least thirty (30) days prior to the date of the statutory holiday block.

D7.1.3 In the event that the employee does not request the statutory holiday blocks in accordance with Section 7.2.4, the Company may, in its discretion and in consultation with the employee, assign the statutory holiday blocks to the employee.

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D23 FILLING OF POSITIONS

D23.1 FILLING OF POSITIONS

D23.1.1 It is the policy of the Company to give its existing employees the opportunity to qualify for other positions. For newly created positions requiring qualifications higher or different than those typically in use under existing operations, employees will be given all the advance notice possible of the new positions in order to have time to upgrade themselves as required.

125