

# Collective Agreement

Between:



Cargojet Airways Ltd.

- and -



**UNIFOR**  
Local**7378** | Canada

July 12, 2013 to June 30 2018

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## **ARTICLE 1 – PREAMBLE**

1.01 This Agreement is made and entered into by and between Cargojet Airways Ltd. hereinafter known as the “Company”, and the Flight Crew Members in the employment of Cargojet Airways Ltd. as represented by the UNIFOR Local 7378- Canada hereinafter known as the “Union”. In making this Agreement, the parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service. The parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the intent and purpose of this Agreement.

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

## **ARTICLE 2 – RECOGNITION**

2.01 The Company recognizes the Union as the certified bargaining agent pursuant to the Certification Order issued October 19, 2012 by the Canada Labour Relations Board pursuant to the provisions of the *Canada Labour Code* (Part 1 – Industrial Relations), for all pilots employed by Cargojet Airways Ltd., excluding assistant chief pilots and those above the rank of assistant chief pilot.

## **ARTICLE 3 – DEFINITIONS**

“Agreement” – Shall, where referenced as Agreement, mean the Collective Agreement.

“Available Flying” – Shall mean all applicable known revenue flying at time of monthly bid release where Flight Crew Members are eligible to bid on as provided for in this Agreement.

“Base” – Shall mean an airport designated by the Company as a Base of operations.

“Captain” – Shall mean a pilot who is in command of an aircraft and its crew members while on duty and who is properly qualified and designated by the Company to serve as, and holds currently effective Transport Canada or other governmental certificates authorizing him to serve as a Captain.

“CARS” – Shall mean Canadian Aviation Regulations.

“Chock-To-Chock Time” – Shall mean a period of time between flight duty periods and commencing at aircraft shutdown until aircraft start-up, during which a Flight Crew Member has the opportunity for a Minimum Rest Period.

“Day” – Shall mean a day as set out in Article 14.01.2.1.

“Deadheading” – Shall mean positioning of a non-operating pilot from one (1) location to another at the Company’s request and shall be considered on duty.

“Duty Period” – Shall mean the elapsed time from scheduled or actual reporting time to time of release from duty.

“First Officer” – Shall mean a pilot who is second in command of an aircraft and its crew members while on duty and whose duty is to assist or relieve the Captain, and who is properly qualified to serve as and hold currently effective Transport Canada and other governmental certificates authorizing him to serve as such First Officer.

“Flight Duty Time” – Shall mean the time during which the Flight Crew Member operates in an aircraft as a member of its crew. It commences at the required Report Time at the beginning of a Duty Period and finishes fifteen (15) minutes after the final flight in the Duty Period.

“Flight Crew Member” – Flight Crew Member shall mean a pilot as defined in Article 2.01 and Letter of Understanding No. 1 and who is required to hold the necessary appropriate pilot or flight engineer licence in order to carry out his duties.

“GDO” – Shall mean a day starting at 00:00 local time, at Home Base, on which a Flight Crew Member is not scheduled for any of the following:

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

“Grey Day” – Shall mean a day that is not a GDO, Reserve day, or a day with a pairing assignment.

“Home Base” – Shall mean the Flight Crew Member’s Base of operations.

“Hot Stand By” – Shall mean an assigned period of time that requires a Flight Crew Member to remain at a specified location for a specified period of time, to be available to commence a flight operation on notice of one hour or less.

“IATA” – Shall mean International Air Transport Association.

“IFR” – Shall mean Instrument Flight Rules.

“Long Range Flight” – Shall mean a flight or series of flights that terminates more than four (4) one hour time zones from point of departure, other than flights conducted entirely within the Canadian domestic airspace and as contemplated in Article 14.03.3.

“Management Crew Member” – Shall mean Management Crew Member’s as defined in Article 8.06.

“Master Seniority List” – Shall mean the seniority list as set out in Appendix A.

“Minimum Rest Period” – Shall mean a period of time between flight duty periods in which a Flight Crew Member is free from all duty and is uninterrupted by the Company.

“OCC” – Shall mean Operational Control Center.

“Open Flying” – Shall mean a flight or series of flights which is uncovered as a result of book-off or additions being made to the monthly schedule after it is published.

“Pairing” – A series of flights which commence and terminate at the Flight Crew Member’s Home Base.

“Per Diem” – Shall mean a payment to a Flight Crew Member to cover allowable expenses while on a Pairing as contemplated in Article 24 of this Agreement.

“PPC” – Shall mean Pilot Proficiency Check.

“Re-assignable” – For the purpose of Article 14.20.01 a Flight Crew

Member who is eligible for reassignment (usually to reserve) due to a cancellation, a displacement, a change to the assigned block or an early return from other absence. A Flight Crew Member who has not been assigned a Pairing or flight by 22:00 local will be released from duty until a new re-assignment or Reserve (A or B) is assigned.

“Report Time” – Shall mean the time designated by the Company for the Flight Crew Member to report for duty.

“Reserve” – Shall mean a time period during which a Flight Crew Member so assigned must be available to be called and report for duty.

“Second Officer” – Shall mean a pilot who is third in command of an aircraft and is properly qualified to serve as and hold currently effective Transport Canada and other governmental certificates authorizing him to serve as such Second Officer.

“Sick/Book Off Days” – Shall mean a day as contemplated in Article 25.08 where a Flight Crew Member is unavailable for a scheduled duty day due to illness.

“Supervisory Flight Engineer” – Shall mean a Flight Crew Member who is third in command of an aircraft and who is properly qualified to serve as and hold currently effective Transport Canada and other governmental certificates authorizing him to serve as such Supervisory Flight Engineer.

“UOC” – Shall mean an Unplanned/Unforeseen Operational Circumstance.

## **ARTICLE 4 – GENERAL**

### **4.01 Scope/Contract Pilots/Wet Leases**

#### **4.01.1 Scope**

4.01.2 All aircraft scheduled and operated by the Company within Canada or originating or terminating at a Canadian point in revenue service, whether owned or leased, shall, subject to Articles 4.02, 4.03 and 8, be flown by Flight Crew Members on the Master Seniority List (Appendix A).

### **4.02 Contract Pilots**

4.02.1 Notwithstanding 4.01.2 above, in the event new types of aircraft are procured, new business is introduced by the Company,

experimental or otherwise, a short term increase in existing Company business arises, or where circumstances beyond the control of the Company in meeting business demands occurs, pilots may be contracted from outside the Company on a temporary basis. Pilots contracted on such a temporary basis will not accrue seniority and will not be considered as seniority rated Flight Crew Members and shall not be engaged by the Company in excess of six (6) months unless mutually agreed upon by the Company and the Union with such agreement not being unreasonably withheld by either party. Such pilots will not be paid less than the first year hourly rate of the applicable Flight Crew Member job classification position. Moreover, such pilots will wear a uniform consistent with his status.

4.02.2 Where new types of aircraft are procured, said pilots may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders in any newly created permanent vacancies as established by the Company.

4.02.3 The Company shall advise the Union in writing of the use of contract pilots as soon as practical.

4.02.4 Subject to Letter of Understanding #2, the Company reserves the right to engage contract pilots on all non-point-to-point within Canada and/or originating or terminating flights in Canada which will include the positioning, maintenance, etc., for a period of time as determined appropriate by the Company.

#### 4.03 Wet Leases

4.03.1 Notwithstanding the above paragraphs, wet leases or charters may be entered into by the Company under the circumstances listed below:

- a) To carry out flying on a temporary basis due to a lack of available aircraft for reasons beyond the Company's control (for example, weather conditions, mechanical failures, acts of God, delay of aircraft delivery, unanticipated shortage of Flight Crew Members, etc.).

The Company may enter into wet leases or charters for a period of up to six (6) months provided such does not result in the layoff of seniority listed pilots.

Any wet leases or charters beyond six (6) months will be by mutual agreement between the Company and the Union with such agreement not being unreasonably withheld by either



party.

- b) In the event of new types of aircraft are procured or new business opportunities are being explored by the Company experimental or otherwise.

The Company may enter into wet leases or charters for a period of up to twelve (12) months provided such does not result in the layoff of seniority listed pilots.

Any wet leases or charters beyond twelve (12) months will be by mutual agreement between the Company and the Union with such agreement not being unreasonably withheld by either party.

The Company shall advise the Union in writing of any wet lease as soon as practical.

## **ARTICLE 5 – NEW EQUIPMENT**

5.01 When the Company intends to operate a new aircraft type, it shall advise the Union in writing in advance in as timely a manner as possible.

5.02 The Company and Union will enter into negotiations for the purpose of establishing the rate of pay and working conditions which shall apply to such aircraft. Negotiations shall begin within fifteen (15) calendar days after request for such negotiations has been made by either party, unless otherwise mutually agreed between the Company and the Union.

It is understood that the terms of the preceding paragraphs will not prevent the Company from operating the aircraft on the anticipated day providing that it establishes temporary salary rates and grants full retroactive pay (when and where applicable) to the date the aircraft is placed into service.

Where the parties are unable to agree upon the establishment of the rate of pay and working conditions which shall apply to such aircraft, the matter will be submitted to arbitration in accordance with Article 21.

The parties understand that such negotiations may be critical to the success of the Company in acquiring new business, so that the fact and content of such negotiations must be held in confidence until both parties agree to disclosure.

Job classifications on the new aircraft will be filled in accordance with Article 11.

## **ARTICLE 6 - DEDUCTION OF DUES**

6.01 The Company shall deduct from the payroll for each pay period of each month from wages due and payable to all employees coming within the scope of this Collective Agreement an amount equivalent to the normal monthly dues of the Union, subject to the conditions set forth hereunder:

6.02 The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of the Agreement except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions.

6.03 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 carry forward and deduct from any subsequent wages the dues not deducted in the previous month.

6.04 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union as may be mutually agreed by the Union and the Company within thirty (30) calendar days of the last day of the pay period in which the deductions were made.

6.05 The Company shall not be responsible financially or otherwise, either to the Union or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Union.

6.06 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section of the Agreement, all parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as foresaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses

suffered or sustained by it as a result of any such deduction or deductions from payrolls.

## **ARTICLE 7 – SYSTEM SENIORITY**

7.01.1 Company-wide seniority shall accrue from the most recent date of hire and will continue to accrue except as otherwise provided for in this Agreement.

7.01.2 A Company-wide seniority list for Flight Crew Members shall be established. Company-wide seniority on the flight crew seniority list will begin to accrue from the individual's most recent date of hire with the Company into a position within the bargaining unit.

Any Flight Crew Member who is not on the seniority list as of date of ratification of the first Agreement shall not have his name entered onto the Master Seniority List (Appendix A) until his date of entry into the bargaining unit. Date of entry shall be the date of the Flight Crew Member's successful completion of their initial PPC.

7.02.1 The Company will maintain a Master Seniority List. The Master Seniority List, as prepared as of date of ratification, shall form part of this Agreement and is attached hereto as Appendix A.

7.02.2 Subject to the appeals procedure as set out in Article 7.02.4, the Master Seniority List of each Flight Crew Member on the signing of this Agreement will be in accordance with Appendix A. The Master Seniority List will form the basis for all future Company Master Seniority Lists.

7.02.3 All Flight Crew Members in the employ of the Company shall have their names posted on the Master Seniority List. The Master Seniority List shall contain, in order of flight crew seniority, the names of all Flight Crew Members and their respective most recent date of hire. The Master Seniority List shall be published prior to January 1<sup>st</sup> in each year.

7.02.4 A Flight Crew Member shall be permitted a period of thirty (30) calendar days after the publishing of the Master Seniority List within which to protest in writing, to the Senior Vice President of Flight Operations or his designate.

7.02.5 When two or more Flight Crew Members are employed on the same date, precedent and position on the Master Seniority List will be determined in accordance with past practice.

7.02.6 A Flight Crew Member transferred to non-flying, management or supervisory duty, within the Flight Operations Department, shall retain and accrue his seniority provided that all necessary licenses are maintained.

7.02.7 Any incorrect posting or other discrepancy that went unprotested on a previous Master Seniority List shall not be protested on any subsequent posting.

7.03 A Flight Crew Member will retain and accrue seniority unless he:

- a) resigns, or is terminated for just cause;
- b) overstays his leave of absence without written consent of the Vice President of Flight Operations, or his designate;
- c) is on layoff for a period longer than two (2) consecutive years;
- d) fails to return from layoff under the recall procedure Article 12;
- e) retires;
- f) engages in other employment while on leave of absence without the written consent of the Vice President of Flight Operations, or his designate;
- g) is absent from work or assignment for greater than one (1) month without having contacted the Company and in so doing provided a valid reason, accepted to the Company acting reasonably, for having been so absent.

in which case, the Flight Crew Member shall forfeit all seniority and his employment shall be considered terminated.

## **ARTICLE 8 – MANAGEMENT FLYING**

8.01 Nothing in this Agreement shall restrict the Company's right to transfer bargaining unit employees to non-bargaining unit management positions with their concurrence or the right of the Company to withdraw non-bargaining unit management employees from management.

8.02 Any such individual as contemplated in 8.01 shall notify the Company of his intention to resign his management position prior to returning to a line flying position.

8.03 A Flight Crew Member transferred to or currently holding a non-bargaining unit management position shall retain and continue to accrue seniority.

8.04 Any such individual as contemplated in 8.01 shall notify the Company of his intention to resign his management position prior to returning from a non-bargaining unit management position must file a statement of preference in writing and provide same to the Company and shall return to his previous job classification providing his seniority entitles him to hold said job classification position. In the event his seniority does not allow him to hold his previous job classification position or if the job classification position no longer exists, he may exercise his seniority to displace a junior Flight Crew Member in accordance with the provisions of Article 12.

8.05 Displacement flying occurs when a Flight Crew Member who has been scheduled for and is ready to fly is displaced by a Management Crew Member. When displacement flying occurs the scheduled Flight Crew Member will be credited with the scheduled days so displaced. A Flight Crew Member so displaced can be re-assigned on the day(s) originally scheduled, provided such re-assignment shall only be within the original Pairing times and does not interfere with scheduled days off or his/her next scheduled Pairing. No Flight Crew Member, if displaced, shall lose pay as a result of such management flying.

Management personnel may fly any flight in order to maintain their own currency on the aircraft. While flying as a Flight Crew Member, a Management Crew Member may perform line indoctrination, line checks, route familiarization flights, or non-revenue flights such as Test Flights, maintenance positioning flights, import/export flights, or ad hoc flights not appearing on the regular monthly schedule and any flight in accordance with Article 8.06-8.07.

8.06 For the purpose of this Article, Management Crew Member shall include:

- (a) Senior Vice Presidents of Flight Operations;
- (b) Vice Presidents of Flight Operations;
- (c) Chief Pilots;
- (d) Assistant Chief Pilots;
- (e) Managers, Training and Standards

8.07 All Management Crew Members scheduling will collectively equal up to one (1) monthly block of flying per calendar month. All known Management Crew Member's flying will be noted on each monthly bid prior to the monthly bid, the exception being ad hoc, unknown or unscheduled flying when the monthly bid was released.

Notwithstanding the above and subject to Article 14.06.1 and in order for the Company to fulfill its service obligations in a timely and reasonable manner, the Company shall retain the right to exceed the limitations as set out above under the following circumstances: the creation of an inordinate number of open positions due to, for example, resignations, new business, new equipment type, training delays, or events beyond the control of the Company.

## **ARTICLE 9 - PROBATION**

### **9.01 Probationary Period**

A new Flight Crew Member shall be required to serve a probationary period of twelve (12) consecutive months commencing at the completion of his initial pilot proficiency check as a Flight Crew Member. No Flight Crew Member shall be required to serve more than one probationary period unless mutually agreed upon between the Company and Union. The Company reserves the right to make any decision regarding the retention and discharge of a probationary employee for any reason. The Flight Crew Member concerned shall have no recourse to the grievance or arbitration procedures in this Collective Agreement to contest his dismissal during his probationary period.

## **ARTICLE 10 - MANAGEMENT RIGHTS**

10.01 The Union recognizes the right of the Company to exercise the regular and customary functions of the Company including the Company's right to manage, direct and administer its business and its employees and to direct the working forces, subject to the terms of this Agreement.

10.02 The Company has the right to make and implement rules and regulations. Any changes in such rules and regulations made by the Company shall not be in conflict nor inconsistent with the provisions of this Agreement.

10.03 The Company retains all rights not expressly limited by the terms of this Agreement.

## **ARTICLE 11 – VACANCY**

### **11.01 FILLING OF VACANCIES**

11.01.1 To be eligible for a vacancy or a newly created job classification, a Flight Crew Member who has successfully completed his probationary period shall maintain on file a permanent bid assignment which will serve as a standing bid for all said vacancies. This permanent bid assignment may be changed by said Flight Crew Member at any time and will only be cancelled by:

- (a) a withdrawal; or
- (b) a superseding permanent bid assignment; or
- (c) an award to the Flight Crew Member of a vacancy.

Permanent bid assignment shall be sent via COMAT, fax, electronically or hand delivered by the Flight Crew Member to the Chief Pilot or his designate. Permanent bid assignment shall be deemed to be effective on the date they are stamped as received by the Company. A date stamped copy will be returned to the Flight Crew Member.

11.01.2 With the implementation of new or replaced equipment, the Company shall post a notice of the vacancy or newly created job classification which will include, without limitation, the aircraft type as well as number of vacancies, a minimum of twenty one (21) calendar days in advance so that Flight Crew Members may change their permanent bid assignment. Copy of such notices will be

sent to the Union.

11.01.3 Said vacancies will be filled in order of the Flight Crew Member Master Seniority List (Appendix A), subject to the applicant having the minimum qualifications and experience requirements at time of award which are necessary to hold the position bid into. Minimum qualifications and experience requirements necessary to hold any vacancy may be waived on an individual basis only at the discretion of the Chief Pilot or his designate to satisfy changing operating conditions. If the Company receives no applications for a vacancy they may hire to fill the assignment from outside.

11.01.4 A Flight Crew Member awarded an assignment as a result of a permanent bid assignment will have the right to decline the assignment within twenty-four (24) hours of being made aware of the award by the Company. The acceptance or decline of a permanent bid assignment must be confirmed in writing. Once the bid has been accepted, only under extenuating circumstances upon the request of the Flight Crew Member, the Company may release the Flight Crew Member, from an awarded assignment.

11.01.5 Once positions have been awarded, the Company will endeavour to train in order of position and aircraft type seniority based on an individual's demonstration of minimum qualifications and experience requirements as necessary. Where the Company schedules training of a junior Flight Crew Member of the same position and aircraft type prior to a more senior Flight Crew Member, the senior Flight Crew Member(s) to be trained will receive the increase in pay on the same date as a junior Flight Crew Member. This clause will not apply when the junior Flight Crew member is a new hire.

#### 11.01.6 FREEZE ON TYPE

A type freeze of one year will be in place for Flight Crew Members undergoing initial training on a new type, or upgrade training on the same type. This one-year period of required service on type will commence after successful completion of the pilot proficiency check in the new position. Any periods of leave of absence will extend the required period by a corresponding amount.

#### 11.02 BASES

##### 11.02.1 Company establishment of a New Base(s)

The establishment of a new Base(s) by the Company will be communicated to the Union in as timely a manner as possible. The



crewing of said Base(s) will be established in consultation with the Union and shall take into consideration the following:

- i. Volunteers in order of seniority, classification
- ii. New hires at the new Base.

11.02.2 Company Relocation of an existing Base(s)

The relocation to a new Base(s) by the Company will be communicated to the Union in as timely a manner as possible with a minimum of six (6) month notice period. The crewing of said Base(s) will be established in consultation with the Union and shall take into consideration the following:

- i. Volunteers in order of seniority, classification.
- ii. Transfer to the new Base(s) in reverse order of seniority, classification.
- iii. New hires at the new Base.

## **ARTICLE 12 - LAYOFF AND RECALL**

### **12.01 LAYOFF**

12.01.1 When there is a layoff of a Flight Crew Member who has successfully completed his probationary period, such layoff shall be in inverse order of the Flight Crew Member Master Seniority List (Appendix A) as updated from time to time, by position, equipment and Base.

12.01.2 Any such Flight Crew Member adversely affected due to a reduction at his Base shall have the right to either accept lay off status or exercise his seniority according to the following:

- (a) displacing a more junior Flight Crew Member in another position at his Base; OR
- (b) displacing a more junior Flight Crew Member in his position or lower position on the system; OR
- (c) displace the most junior Flight Crew Member in his position or a lower position and system on any aircraft type.

12.01.3 Any Flight Crew Member displaced by a more senior Flight Crew Member shall have the same right to exercise his Flight Crew Member Master Seniority as outlined in Article 12.01.2.

12.01.4 When layoffs occur, the Company will advise the Union in writing of the number of Flight Crew Members to be laid off, and the equipment to be affected, the date(s) on which the layoffs will become effective, and the reasons(s) for the layoffs.

12.01.5 One (1) copy of all layoff notices will be sent to the Union.

12.01.6 The Company agrees not to increase the number of managers who perform bargaining unit work as a direct result of a layoff of bargaining unit members.

12.01.7 Upon request, Flight Crew Members who have been laid off, and whose Company-required instrument rating is due to expire within six (6) months from the date of layoff, shall have their instrument rating renewed by the Company prior to layoff.

12.01.8 A Flight Crew Member who is laid off shall file his address with the Company and shall thereafter promptly advise the Company of any change in address.

12.01.9 A Flight Crew Member shall retain and accrue seniority while on layoff for a continuous layoff period up to two (2) years. Following this period, his seniority and employment with the Company will be terminated.

## 12.02 **RECALL**

12.02.1 When a vacancy occurs at a base where a Flight Crew Member has been laid off or displaced the reverse procedure as contemplated in Article 12.01.1 will be used until the vacancy is filled:

- (a) offer the vacancy in seniority order to those Flight Crew Members laid off or displaced from that position and equipment
- (b) fill the vacancy through a system bid.

12.02.2 Should an actively working Flight Crew Member refuse a recall to his former position and Base, as per Article 12.02.1(a), he shall lose the right of recall to that Base.

12.02.3 The Company will send a recall notice containing the position, location and reporting date, which date will be at least fourteen (14) calendar days from the date of delivery of the recall notice, to the Flight Crew Member via overnight courier to his last address on file with the Company. The recall notice will be deemed to be delivered on the seventh (7<sup>th</sup>) calendar day following the date which the registered letter is presented to the overnight courier for delivery.

12.02.4 A Flight Crew Member must advise the Company of his acceptance of the recall notice within seven (7) calendar days from the date of delivery of the recall notice and be available to report on the reporting date contained in the recall notice, failing which the Flight Crew Member will be deemed to have abandoned his employment and shall have his employment terminated.

12.02.5 Flight Crew Members on laid off status shall have the right to waive the notice of recall. If all Flight Crew Members recalled waive the notice of recall, the most junior Flight Crew Member on layoff for that equipment type shall be obliged to accept the recall failing which the Flight Crew Member will be deemed to have waived any and all recall rights and as such shall be deemed to have abandoned his employment and shall have his employment terminated. The next most junior Flight Crew Members must then accept the recall or his employment will be terminated and this process will continue until the position is filled.

12.02.6 A Flight Crew Member who waives his notice of recall and whose employment is not terminated as a result will have no further rights until the next notice of recall.

## **ARTICLE 13 – TRAINING**

### **13.01 GENERAL TRAINING**

13.01.1 Training includes, but is not limited to, initial and recurrent ground school, simulator and flight training.

13.01.2 The Company will give at least forty-eight (48) hours advance notice for all training, and without limitation, for all PPC, IFR check rides and line checks. In the event that additional training must be received in order to conduct an IFR or PPC check, the Company will give as much notice as possible to the Flight Crew Member.

13.01.3 The Company will endeavour to notify Flight Crew Members of all training posted on their schedules, wherever possible, a minimum of 30 days prior to the training date. If a scheduled training

date conflicts with a personal commitment, the Chief Pilot will endeavor to establish a release for the affected Flight Crew Member.

Delays during transition or upgrade line indoctrination. In the event that a Flight Crew Member does not undergo at least 50 hours of line indoctrination in their new position within six continuous, uninterrupted weeks of the transition / upgrade / PPC, their salary will be increased to the new position level at this point, prior to the line check.

### 13.02 FAILURE TO QUALITY – IFR-PPC RENEWAL

13.02.1 A Flight Crew Member who fails to demonstrate the required proficiency on an IFR/PPC renewal will be subject to the following:

- a) He will be given additional training in the sequence that the required proficiency was not demonstrated followed by the appropriate IFR/PPC renewal.
- b) In the training referred to above, the Flight Crew Member will have the option of having any additional training conducted by a different Qualified Simulator Instructor if available.
- c) The scheduling of the second attempt will be established by the Company following examination of the reasons for the initial failure and discussions with the Flight Crew Member.

13.02.2 If the Flight Crew Member fails a second attempt, the Chief Pilot or his designate will review his ongoing employment status in consultation with the Union and the Chief Pilot or his designate shall advise the Flight Crew Member in writing within ten (10) calendar days of the Company's ultimate decision as to whether the Flight Crew Member is to be deemed to have been terminated for just cause, with no recourse to Article 20 or 21.

### 13.03 FAILURE TO QUALIFY FOR A NEW TYPE OF AIRCRAFT OR AN UPGRADE

13.03.1 A Flight Crew Member who fails to demonstrate the required proficiency at any stage of training or check ride will be subject to the following:

- a) He will be given reasonable additional training in the area in which the required proficiency was not demonstrated,

followed by the appropriate evaluation.

b) A Flight Crew Member who still does not demonstrate the required proficiencies as required by the Company will return to his former job classification and equipment, if there is a present vacancy in said job classification and equipment, failing which the Flight Crew Member will be placed on layoff.

c) Any Flight Crew Member returned to his former job classification in accordance with subparagraph (b) above, will not be eligible to bid on a vacancy or change in job classification status for a period of not less than twelve (12) months, albeit the Company reserves, in its sole and unilateral discretion, to waive such requirement.

NOTE: Except for reasons beyond the Flight Crew Members control, if training is stopped at any time during a recurrent or an initial training session by the Flight Crew Member, it will be considered a failure.

#### 13.04 CRITERIA GOVERNING UPGRADES

13.04.1 Prior to approving a Flight Crew Member for upgrade training the Company will conduct the following assessment:

##### MINIMUM QUALIFICATION REQUIREMENTS

The Flight Crew Members file will be reviewed to determine if past evaluation ride reports support the performance expected of that position.

The Vice President of Flight Operations or his designate may seek written reports from Captains and Approved Check Pilot with whom the candidate has flown to obtain their assessment on the candidate's suitability for the upgrade.

The results of the above process, together with the assessments of the Vice President of Flight Operations and the appropriate Flight Operations personnel which will be administered in a non-discriminatory or arbitrary manner, will form the basis of the decision to approve or deny the upgrade training.

If the candidate is judged by the Company to not be ready, the Company's decision together with specific reasons for denial of his bid will be conveyed in writing to the candidate and the Union and the Company's decision shall not be subject to Articles 20 or 21 of the Collective Agreement.

13.04.2 The established experience requirements (Appendix B) may be amended with a mutual agreement from the Union, provided the amended experience requirements are applicable to all Flight Crew Members and notice is provided to allow for a new bid, within fourteen (14) calendar days, based on the amended experience requirements.

## **ARTICLE 14 – SCHEDULING**

### **14.01 PILOT BIDDING SYSTEM (PBS)**

14.01.1 The Company shall provide a computerized pilot bidding system. All Available Flying shall be indicated on the schedule bid at time of issue.

14.01.2.1 Subject to Letter of Understanding #3, the pilot bidding system will allow a Flight Crew Member to bid on all Available Flying and Reserve at his assigned base. A Flight Crew Member shall bid in a calendar month as per the following table. A Flight Crew Member shall be awarded twelve (12) GDO's per month. The balance of the days remaining in the calendar month will be considered Grey Days. Reserve will be assigned at time of bid award to either Reserve "A" or "B" as per Article 14.10.

#### **Days bid as work days**

January	30 days	bid 14 days on Jan 1 to Jan 30
February	30 days	bid 14 days on Jan 31 to Mar 1
	(31days in a leap year)	bid 15 days
March	30 days	bid 14 days on Mar 2 to Mar 31
April	30 days	bid 14 days on
May	31 days	bid 15 days on
June	30 days	bid 14 days on
July	31 days	bid 15 days on
August	31 days	bid 15 days on
September	30 days	bid 14 days on
October	31 days	bid 15 days on
November	30 days	bid 14 days on
December	31 days	bid 15 days on

A Day shall be 00:00 hrs. local to 23:59 hrs. local.

14.01.2.2 In calendar months wherein a statutory holiday, as contemplated by way of Article 18.05 occurs, a Flight Crew Member shall bid for fourteen (14) or fifteen (15) days of work as per the above

table.

When monthly schedules are awarded the Flight Crew Member will either be awarded the statutory holiday off, based on bid seniority (thirteen (13) or fourteen (14) days of work) or will work on the statutory holiday as assigned and be compensated in accordance with Article 18.05.3.

14.01.3 The bid award shall be based on Flight Crew Member seniority – Master Seniority List.

14.01.4 Bid options available in the pilot bidding system shall be determined by the Company in accordance with guidelines as set forth in this Article.

14.01.5 Flight Crew Members will have seven (7) calendar days from the time the bid is released to enter a bid for the following month. Schedule for a block month will be published no later than the 25th of each month.

14.01.6 A Flight Crew Member as designated by the union will be afforded an opportunity to review the monthly bid package and provide comment to the Company prior to the bid package release.

#### 14.02 REPORT TIME AND REDUCED REPORTING TIME

14.02.1 Minimum report time prior to departure is one (1) hour at all Bases.

14.02.2 The standard reporting time for all flight assignments is one (1) hour prior to departure. This report time may be reduced to as low as thirty (30) minutes under the following conditions:

- a) Operations will not be single-pilot;
- b) Sufficient time is allotted to complete all pre-flight duties as determined by the Captain;
- c) The flight plan is centre stored or filed by OCC;
- d) The fuel on board has been confirmed as sufficient by the Captain prior to reporting on site;
- e) Minimal non-flight duty preparation is required of the crew prior to flight (e.g. no customs);

f) OCC is able to provide an un-interpreted weather briefing, aircraft MEL status (if applicable) and NOTAM prior to or upon arrival for duty; or

g) If another qualified crew member is able to report one (1) hour prior to flight, the crew member(s) may report thirty (30) minutes prior to flight provided sufficient time is allotted to ensure items b) through f) have been completed by the earlier reporting crewmember and time allows for a detailed briefing of the other crew member(s) upon arrival.

If the report time is decreased from the standard one (1) hour the Captain must notify OCC and must note such action on the operational flight plan.

### 14.03 MINIMUM REST PERIOD AND TIME FREE FROM DUTY

14.03.1 Rest Periods are a shared responsibility between the Company and the Flight Crew Member. Providing an adequate rest period is the responsibility of the Company. Using those rest periods to obtain the required rest is the responsibility of the Flight Crew Member.

#### 14.03.2 Rest Periods

14.03.2.1 According to the CARs, the time free from duty between duty periods shall be adequate for providing the Flight Crew Member the opportunity for at least 8 hours prone rest. Although during the rest period a Flight Crew Member is also considered on time free from duty for tracking purposes, minimum rest periods shall not be interrupted for any reason. This mandatory rest period may be greater than 8 hours as required under the Deadheading, augmented crew, split day, Long-Range Flight and UOC extension provisions. Should the rest period be interrupted the rest period will be reset as per CARs.

Note: required Minimum Rest Period must not be confused with Chock-To-Chock Time.

14.03.2.2 During time free from duty other than minimum rest periods between flight duty periods, the Company is permitted to contact the Flight Crew Member for routine administrative or operational reasons. For example, a call to inform a Flight Crew Member of a schedule change for a flight assignment that follows the time free from duty, does not infringe on that period. Any call which



requires further action on the part of the Flight Crew Member means that the period can no longer be considered time free from duty.

Each Flight Crew Member must be provided time free from duty, at home or away from Base, of at least:

- a) one period of at least 36 consecutive hours once within each 7 consecutive Days; or
- b) one period of at least 3 consecutive calendar Days, or 80 consecutive hours, within each 17 consecutive Days. (in this case, the calendar Day shall be 00:00 hours to 23:59 hours local time as defined by the CARS), and;
- c) 24 consecutive hours free from duty following 3 consecutive flight duty time assignments that exceed 12 consecutive hours, unless the flight crew member has received at least 24 consecutive hours free from flight duty between each of these flight duty assignments.

14.03.2.3 Different circumstances may change the Chock-To-Chock Time depending on distance to the rest facility, post-flight duties and other factors. Standard policy is to allow 11 hours Chock-To-Chock Time to provide the opportunity for the required minimum 8 hours prone rest, but this time may vary according to particular circumstances at the time.

If ground departure from the layover airport is delayed for operational reasons, the Chock-To-Chock Time commences when the Flight Crew Member leaves the airport. In the event of irregular operations, under section 14.02 below, the crew may elect to shorten the Chock-To-Chock Time to recover schedule, but in no case shall the reasonable opportunity for 8 hours prone rest (or greater as modified under the Deadheading, augmented crew, split day, Long-Range Flight and UOC extension provisions as per CARS) be compromised.

14.03.3 For overseas/long haul flights the minimum time free from duty prior to starting a long haul international flight Pairing is twenty four (24) hours. A minimum of eighteen (18) hours free from duty will be allotted after return to Home Base after operating a long haul international flight.

#### 14.04 NOTIFICATION OF UNEXPECTED DELAY – HOME BASE

14.04.1 In the case of a delay that becomes known before Report Time, the Company will telephone the number(s) provided by the Flight Crew Member. Flight Crew Members are responsible for ensuring the contact number(s) are current and accurate.

14.04.2 When the Company contacts the Flight Crew Member at his contact number, he will re-set the Report Time due to the delay. This call should be made by the Company a minimum of one hour and fifteen minutes (1:15) prior to the originally scheduled Report Time. If the call is made within one hour and fifteen minutes (1:15) of the scheduled Report Time and the Flight Crew Member has left his rest facility, his duty Day will start at the originally scheduled Report Time.

#### 14.05 DELAYED REPORTING TIME – AWAY FROM BASE

14.05.1 If the delay becomes known during the rest period, the Company shall contact the Captain to inform him of the delay, that is deemed by the Company to have an effect on the duty period in order to reestablish crew rest and Report Time for a full Duty Period.

14.05.2 The Company shall contact the Captain to inform him of any delay no earlier than 1:15 minutes prior and no later than: 30 minutes prior to scheduled pick up time. Such contact shall be by direct phone call or any other positive contact method.

14.05.3 Reference 14.05.1 and 14.05.2 above contact will be via direct phone call, email, fax or silent message with positive confirmation of receipt. The Captain will be informed by one of these acceptable methods and the onus will be on the Captain to notify the balance of the crew.

#### 14.06 UNSCHEDULED AND UNASSIGNED FLYING

14.06.1 Open Flying shall be awarded in the following order:

- a) Flight Crew Members on Reserve.
- b) Flight Crew Members on Grey Days.
- c) Flight Crew Members on GDO being called in order of seniority and then proceeding down the list of those available until immediate positive contact is made with first available individual.
- d) Management Crew Members.

- e) Flight Crew Members on vacation being canvassed with immediate positive contact.

14.06.2 The Company will provide a detailed report on open flying assignments when requested by the Union.

14.07 Intentionally left blank

14.08 GUARANTEED DAYS OFF (GDO'S)

14.08.1 A Flight Crew Member will be awarded twelve (12) GDOs in each month at his Home Base and there will be no scheduled single GDOs.

14.08.2 A Flight Crew Member not awarded the full complement of twelve (12) GDOs on his published schedule, must inform the Union as soon as possible to advise them of the discrepancy. If the Company is unable to assign twelve (12) GDOs in any given month, the Flight Crew Member shall receive one and one half (1.5) times his applicable hourly rate for four (4) hours for each GDO not awarded.

14.08.3 GDO/GREY Day Pay

14.08.3.1 When a Flight Crew Member is drafted for duty that commences on an GDO or Grey Day, as applicable, or if an irregular assignment causes the Flight Crew Member to spend the entire GDO or Grey Day, as applicable, away from Home Base, the Flight Crew Member shall receive payment at one and a half (1.5) times their applicable hourly rate for the greater of actual flight time or a minimum of four (4) hours. When a GDO or Grey Day, as applicable, is paid out in this manner, it will not be replaced.

14.08.3.2 Flight Crew Members may be required to work into a GDO or Grey Day, as applicable, due to operational circumstances beyond the control of the Company.

14.08.3.3 When a scheduled flight that was originally assigned on the monthly schedule extends into an GDO or Grey Day, as applicable, the Flight Crew Member shall be paid one and a half (1.5) times their applicable hourly rate for actual flight time occurring during the GDO or Grey Day, as applicable. If the assignment extending into the GDO or Grey Day, as applicable, is comprised of other duties as well as flight time (e.g. positioning or HSB), or if additional/different flights were added to the originally assigned monthly schedule causing the flight to extend into the GDO or Grey Day, as applicable, the Flight

Crew Member shall receive payment at one and a half (1.5) times their applicable hourly rate for actual flight time, or a minimum of four (4) hours, whichever is greater. When a GDO or Grey Day, as applicable, is paid out in this manner, it will not be replaced.

14.08.3.4 When a Flight Crew Member exceeds eighty-five (85) flight hours in a scheduling month, flight hours in excess will be paid at one and a half (1.5) times their applicable hourly rate. This provision is applicable based only on actual hours flown, not scheduled hours. A monthly schedule may be issued that assigns more than eighty-five (85) hours, however changes may reduce this amount below the threshold in which case no overtime is payable. This overtime clause does not apply to a Flight Crew Member who has either initiated or accepted a mutual shift change or who has accepted assignments on a GDO or Grey Day.

14.08.3.5 Initial New Hire Training – Overtime pay, GDO and Grey Day allotments do not apply to all initial new hire Flight Crew Members up to and including the first day of the month following the successful completion of their initial line check.

14.08.3.6 The Company will endeavor to assign twelve (12) GDOs / month to a Flight Crew Member during an upgrade or transition training month. Where a short fall of allotted GDOs happens on a calendar month the Company will have up to six (6) months to make up the short fall. If the GDO short fall is not made up within the six (6) months the Flight Crew Member will be compensated for the number of GDOs missed as per GDO compensation (four (4) hours per GDO).

Grey day(s) may be used at the Company's discretion and paid out as per Article 14.08.3.

#### 14.09 GOLDEN GDOs

14.09.1 A Flight Crew Member is entitled to receive two (2) golden GDOs per calendar year. Golden GDOs are not in addition to the GDO allotment as per article 14.8.1.

14.09.2 Once each calendar year, each Flight Crew Member may reserve two (2) consecutive GDOs for specific dates. These will be considered his golden GDOs.

14.09.3 The Flight Crew Member shall forward his request by e-mail to crew planning no later than forty five (45) days prior to the block month, when he wishes to reserve two (2) consecutive Golden GDOs. The Flight Crew Member can only present one request at a

time.

14.09.4 Golden GDOs shall be allocated on first come, first served basis, regardless of seniority or position. The Company reserves the right to limit the number of Flight Crew Members free of duty on any given day and shall be limited to not less than one Flight Crew Member per day.

14.09.5 No golden GDOs may be awarded between October 1 – December 31.

14.09.6 Flight Crew Members who have been granted golden GDOs may not subsequently change their request.

14.09.7 If a Flight Crew Member does not take advantage of the provisions of article 14.09 in any given year, the unused golden GDOs cannot be carried over to the following year.

#### 14.10 RESERVE

14.10.1 A Reserve period shall be a maximum of fourteen (14) hours.

14.10.2 The Reserve period will be classified as Reserve "A" and Reserve "B".

14.10.2.1 Reserve "A" will be from 00:00 L to 14:00 L.

14.10.2.2 Reserve "B" will be from 10:00 L to 23:59 L.

14.10.3 A Reserve Flight Crew Member will be considered on call at all times during his Reserve period. One (1) hour is the minimum advance notice to report for duty. Crew scheduling will make every effort to contact and assign duty to a Flight Crew Member on Reserve as far in advance as possible.

14.10.4 When a Reserve Flight Crew Member is assigned duty, his Duty Period will begin during the Reserve period.

14.10.5 A Flight Crew Member on Reserve will provide crew scheduling with a telephone number at which he may be reached at all times. He may also indicate a temporary alternate number, where he may be reached. This number may be changed as he goes from one location to another. A Flight Crew Member will remove this temporary alternate number once it is no longer valid.

14.10.6 It is the Flight Crew Member's responsibility to return crew scheduling telephone calls as promptly as possible. Any Flight Crew Member, who could not be reached at his designated telephone number after two (2) calls from crew scheduling, will be considered unavailable for duty. The Director, Flight Operations or his designate shall be notified. After the second attempt, crew scheduling will attempt to make contact with an alternate reserve Flight Crew Member.

14.10.7 Defined Rest Period for reserve is as per the CARs.

14.11 Intentionally left blank

#### 14.12 MUTUAL SWITCHES/GIVEAWAYS

14.12.1 Flight Crew Members may trade Pairings, reserve and GDOs with other Flight Crew Members holding the same status, with at least forty eight (48) hours notice to the Company. Any costs associated with any changes will be at the expense of the Flight Crew Member. Under exceptional circumstances, for example a family emergency, the Company will take into consideration a request for an exchange without the required advance notice. In this regard, the Company's approval will not be unreasonably withheld.

14.12.2 Switches and giveaways must be legal in all aspects.

14.12.3 A switch will not be approved if it creates overtime.

14.12.4 It is the responsibility of each Flight Crew Member involved in a switch to contact the Company to determine if the switch has been approved or disapproved.

14.12.5 Once a switch is approved, it forms part of each Flight Crew Member's block.

#### 14.13 PLANNED DUTY PERIOD

14.13.1 At no time will a planned flight duty time exceed fourteen (14) hours.

14.13.2 Where a Flight Crew Member is required to position prior to a flight Duty Period, all travel time following the designated reporting time (i.e. travel plus flight duty) must be included as Flight Duty Time.

14.13.3 Where the Flight Crew Member is required to position after a flight Duty Period, a total duty period may be scheduled for up

to eighteen (18) hours with a deadhead on the last part of the duty day, but the Flight Duty Time must occur prior to the positioning portion and may not be planned for greater than fourteen (14) hours in this case.

If a Flight Crew Member is required to position after a Duty Period (above fourteen (14) hours to eighteen (18) hours), he may elect to stay in a hotel to obtain crew rest prior to the positioning portion of his Pairing. If a Flight Crew Member elects to stay in the Company appointed hotel it is the Flight Crew Member's responsibility to advise crew scheduling within forty eight (48) hours of the schedules being published. If the Flight Crew Member does not advise crew scheduling within the allotted forty eight (48) hours it is automatically assumed that the Flight Crew Member will be positioning home immediately after the flight arrival. If a Flight Crew Member exercises this option, eligibility for overtime pay will under no circumstances be applicable.

14.13.4 Where a Flight Crew Member is required to position after a flight duty period, any positioning time in excess of the applicable flight duty maximum must be in a non-duty capacity, i.e. as a passenger, and the subsequent minimum rest period must be increased by an amount at least equal to one-half the time spent traveling in excess of the flight duty maximum.

#### 14.14 PAIRING CONSTRUCTION

14.14.1 The Company shall build Pairings with respect to a Flight Crew Member's assigned flight duty that are no greater than twelve (12) calendar days. Assigned flight duty is not intended to include initial training or unforeseen ad hoc situations.

14.14.2 The crew planning department will include the following information at the time the monthly Pairings are published:

- a) Bid open and closing date and time.
- b) Recurrent and initial simulation and ground school training.
- c) Pre – assignments.
- d) Management flying.
- e) Vacation.

Note: Line Checks should be included in the information section of the bid package.

#### 14.14.4 TRAINING PAIRING

14.14.4.1 Initial type course for Flight Crew Members transferring from one aircraft type to another or changing from one position to another position on the same aircraft type may require a Flight Crew Member to have less awarded GDOs in the month of training than outlined in Article 14.08.3. Vacation may be required to be deferred in the event a Flight Crew Member is awarded a new aircraft type for the purposes of training.

#### 14.15 DEADHEADING

14.15.2 The Company will provide all Flight Crew Members with suitable transportation to and from the rest facility, in a timely manner.

#### 14.16 TRANSPORTATION BY AIR

14.16.1 When Deadheading via commercial means, the Company will, wherever possible, book Flight Crew Members on flights not to exceed more than one stop.

14.16.2 If positioning on a carrier that permits pre-booking of seats and the flight time is greater than two (2) hours per sector, the Company when available shall book window or aisle seats.

#### 14.17 DEADHEAD BY GROUND TRANSPORTATION

14.17.1 When Deadheading using ground transportation, the Company will provide safe, comfortable transportation in a vehicle that is suitable for the length of the trip, road conditions and the number of people being transported.

14.18 Intentionally left blank

14.19 Intentionally left blank

#### 14.20 PAIRING CHANGES

14.20.1 If a Pairing is cancelled or changed the Flight Crew Member can be placed on Re-assignable or Reserve from the original scheduled Pairing start time to the original scheduled Pairing finish time, or operate an assigned flight Pairing as long as it falls within the original scheduled Pairing start and finish time.



## **ARTICLE 15 – COMPANY ISSUED ITEMS**

### **15.01 COMPANY MATERIALS**

All Company material issued to Flight Crew Members, including but not limited to the items below, remains the property of the Company at all times, and must be returned upon request or upon termination of employment.

### **15.02 MANUALS**

15.02.1 Company will supply the following manuals on date of hire. These manuals are provided electronically through the Crew Key System.

15.02.2 Flight Operations Manual (FOM) Aircraft Operating Manual (AOM) Standard Operating Procedures (SOPs) Briefing and Airport Notes.

15.02.3 Amendments to the above manuals are distributed by Flight Operations through Crew Key. It is the responsibility of each Flight Crew Member to maintain an up-to-date set of Company manuals. There is a \$100 replacement fee for a Crew Key.

### **15.03 COMPANY I.D. CARDS**

15.03.1 A Company I.D. card will be issued which is the property of Company and must be returned upon termination of employment. Availability is via the Human Resources Department during business hours. Employees are required to be in possession of their Company I.D. card for all Company operations and positioning flights on all carriers.

### **15.04 SECURITY PASS**

15.04.1 All Flight Crew Members must hold a Transport Canada Restricted Area Identification Card (RAIC) as a condition of employment and carry it on their person at all times while on duty. Expenses for mileage, and compensation for time to obtain the RAIC, are not reimbursed. Procedures for issuance of these passes vary from station to station. Flight Operations Administration should be contacted for the necessary forms and instructions needed. The RAIC remains the property of Transport Canada, and must be returned upon termination of employment at Company.

## 15.05 UNIFORMS

15.05.1 Flight Crew Members are provided with a Company uniform (excluding shoes) free of charge. Replacement uniform items will be issued as needed after an initial period of use of more than three years, with an allotment of shirts as required on request to a maximum of four per year. The uniform is to be worn as issued, with no substitutions or omissions of any article permitted. Alterations and repairs, and the issue of replacement items, shall be carried out through contact with the Flight Operations Administrator.

PLEASE NOTE: It is mandatory that reflective safety vests be worn at all stations by all employees when airside.

## **ARTICLE 16 – PERSONNEL REQUIREMENTS**

### 16.01 PASSPORTS AND VISAS

All Flight Crew Members are required to have a current passport and carry it on their person at all times while on duty. Citizens of all countries are required to carry a passport for entry into the United States. All passports must have at least six months remaining validity at all times for further visa issuance requirements.

Flight Crew Members not holding a Canadian passport require a C1 Crew VISA to operate flights to the United States. Other foreign destinations may have specific VISA requirements. It is the responsibility of the individual to obtain each VISA at his or her expense. The Company is able to provide a letter stating the VISA is required to carry out duties as an employee of Company. Please contact the Manager Flight Operations Administration for further information.

### 16.02 AVIATION MEDICALS

It is the Flight Crew Member's responsibility to maintain a valid medical. Medicals must be booked by the individual and will not be booked by office personnel.

### 16.03 FLIGHT CREW DOCUMENTATION

All Flight Crew Member licensing, medical and currency documentation shall be sent directly to the pilot's home address by Transport Canada. It is the responsibility of the individual to provide copies of all pertinent documentation to the Company in a timely manner, at least two business days prior to the expiry date. Expenses for mileage,

photographs, and compensation for time to obtain the aviation licence document, are not reimbursed. Notification of documentation coming due is normally provided, however renewal and the submission of copies to the Company remains the responsibility of the individual Flight Crew Member. Unless prior arrangements are made, or in the event that the employee is on a leave of absence of some type, any person not providing evidence of valid documentation by the expiry date will be removed from flying duties without pay, and may be subject to further disciplinary action.

At all times, Company must hold photocopies of current documents on file. These include:

1. Pilot Licence
2. Medical / Licence Validation Certificate
3. Passport
4. Radio License
5. RAIC/Security Pass
6. Blank "Voided" Cheque or banking details (for payroll)
7. Social Insurance Number
8. Dangerous Goods Card
9. First Aid Certificate (as applicable)

Photocopies of these documents are made and the information entered into the training records system prior to filing the documents in the training file. Any subsequent renewals of medicals or changes regarding these documents will require that a photocopy or scan of the document be forwarded to the Manager Flight Operations Administration. Details must be legible on each item and a copy should be made of all pages/sides of the documentation. These items may be sent via fax, email – scan, or through the Company mail system. All personal employee documentation is securely held and kept in confidence according to federal privacy legislation.

#### 16.04 FITNESS FOR DUTY

Flight Crew Members shall not accept duties, nor shall they be permitted to perform duties, under any of the following conditions which

may detrimentally affect their performance:

- a) Consumption of alcohol (no consumption permitted within 12 hours prior to reporting for duty);
- b) Psychoactive drug use;
- c) Pregnancy (flight duties not permitted beyond the 30th week at the latest, and no sooner than 6 weeks after birth);
- d) Illness, surgery or use of medications (major surgery will require a new TC medical prior to return);
- e) Treatment involving local anaesthetic (at least 24 hours after administration)
- f) Blood donation (Flight Crew Members should not donate blood while on active status, but allow at least 48 hours afterward if doing so);
- g) Deep underwater diving (at least 24 hours required after descent to more than 30 feet);
- h) Fatigue.

Persons with conditions that could result in sudden or subtle incapacitation, such as epilepsy, heart disease, uncontrolled diabetes mellitus, cannot be medically certified according to CAR 424. Conditions such as anaemia, acute infection or peptic ulcers are temporarily disqualifying.

#### 16.05 MANDATORY MEDICAL REPORTING

Flight crew members are reminded that section 6.05 of the Aeronautics Act requires them to identify themselves as the holder of a pilot's license prior to the commencement of any examination by a physician or optometrist. Section 6.05 further requires that the attending physician or optometrist notify the Minister of any finding that may constitute a hazard to aviation safety.

#### 16.06 MAXIMUM AGE

For purposes of this Article, Flight Crew Member is intended to include only the job classifications of Captain and First Officer.

Various states have restrictions on the maximum age of Flight Crew Members. No Flight Crew Member having surpassed the age of sixty (60) shall be permitted to operate Company B757/B767 aircraft as pilot-in-command (PIC) on international revenue flights.

A Flight Crew Member, having reached the age of sixty (60) but not yet having reached the date of their sixty- fifth (65th) birthday may be permitted to act as PIC on other Company types or on B757/B767 domestic/USA flights, provided at least one other Flight Crew Member is less than age 60.

No Flight Crew Member having surpassed the age of sixty-five (65) shall be permitted to operate Company aircraft as pilot-in-command (PIC) on revenue flights.

The above paragraphs are subject to the Canadian Human Rights Act and Regulations pursuant thereto, as amended from time to time.

#### 16.07 MEDICAL ASSESSMENT

The Company has an obligation to its employees, customers and the public to ensure that Flight Crew Members are fit for duty. The Company reserves the right to ask that any employee undergo a confidential medical assessment should reasonable grounds arise that would suggest that such fitness is compromised or reduced.

This assessment is strictly for the purposes of determining occupational health and fitness for duty. A finding is delivered to the Company stating the employee is fit, fit with conditions, or unfit, with no other confidential details disclosed to the Company. The Company may designate a licensed physician for this purpose who is also available for routine aviation medicals and consultation, however it is not required that he exclusively perform licence validations at this time.

#### 16.08 MAIL

Each Flight Crew Member will be assigned a mail folder that is kept in a filing cabinet located in the respective home base pilot lounge. Mail and trip folders should be left in the container or mail slot marked "Mail to YYZ", and on a regular basis the items will be picked up then transported to Head Office in Mississauga. Items should be clearly marked to the attention of the intended individual. On a regular basis, mail intended for Flight Crew Members will be inserted in the respective mail slots at their home base.

It should be kept in mind that secure custody of the mail is not held at

all times. Only items of a routine and/or operational nature should be conveyed through this system. Items of a highly personal or confidential nature sent through this mail system cannot be guaranteed to be secure and held private; it is recommended that such items be delivered personally or by other secure means.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **PERSONAL LEAVE**

17.01.1 The Company may, at its discretion, grant a Flight Crew Member a Personal Leave of Absence without pay. Extensions may be granted, at the Company's discretion, to a two (2) year period. A Flight Crew Member may exercise his assignment bidding right while on Personal Leave of Absence, but if he is a successful bidder, he must return from his Leave at the commencement of the training date or his employment will be deemed to be terminated.

17.01.2 A Flight Crew Member is responsible to cancel his standing bid if he does not wish to be considered for positions while on Personal Leave of Absence, but if he is a successful bidder he must return from his leave at the commencement of the training date or his employment will be deemed to be terminated.

17.01.3 If a Flight Crew Member overstays his Leave of Absence, his employment will be deemed to be terminated.

17.01.4 Notwithstanding the above, in special circumstances, a Flight Crew Member may be granted an extended Leave of Absence and retain his seniority upon mutual agreement between the Company and the Union.

17.01.5 Leaves of Absence may be initiated by:

- a) a request of the Company for Flight Crew Members who may wish to volunteer to take a Leave of Absence in lieu of a Flight Crew Members layoff under the provisions of Section 12, or;
- b) where a surplus of Flight Crew Members has been identified for a given position, the Company may make available Leaves of Absence for Flight Crew Members in said position;
- c) A request of the Flight Crew Members for personal reasons.

17.01.6 A Flight Crew Member returning from Leave of Absence shall return to his previous position providing his seniority and minimum qualifications entitle him to hold the position, in the event they do not allow him to hold his previous position, he may displace a junior Flight Crew Members who have successfully completed their probationary period in accordance with Article 12 providing he has the necessary minimum qualifications for that position.

## JURY DUTY

17.02 Flight Crew Members who have successfully completed his probationary period who serve on jury duty or who appear in court, as the result of being subpoenaed, will be granted a Leave of Absence and will retain and accrue credit for length of service for all purposes during such Leave. Compensation at the Flight Crew Members current salary will be maintained by the Company for a maximum of fifteen (15) days, less any compensation he may receive because of jury duty. This maximum may be extended for extenuating circumstances.

## MATERNITY/PARENTAL/CHILD CARE/COMPASSIONATE CARE LEAVE

17.03 Maternity/parental/child care/compassionate care leave shall be afforded to Flight Crew Members in accordance with the *Canada Labour Code*.

## BEREAVEMENT LEAVE

17.04.1 Immediately upon notification of the death of a Flight Crew Member's spouse (including common law and same-sex partner) or child, the Flight Crew Member will be relieved of duty. The Flight Crew Member will be entitled to five (5) calendar days of paid bereavement leave.

17.04.2 Within the three (3) calendar days following a death in his immediate family, a Flight Crew Member shall be entitled to three (3) calendar days of bereavement leave. For the purpose of this Article, immediate family shall include parents, brother, sister, step-parents, and grandparents.

17.04.3 In the event of a death in the family (as outlined in either paragraph above), upon request, the Flight Crew Member will be granted an additional seven (7) calendar days leave of absence, without pay, to attend the funeral.

17.04.4 Any leave days as contemplated in the paragraphs above are not inclusive of any GDO or vacation days that may occur during the period of the authorized bereavement leave.

## **ARTICLE 18 - VACATION AND STATUTORY HOLIDAYS**

### **VACATION WITH PAY**

18.01 Intentionally left blank

18.02 Intentionally left blank

18.03 Intentionally left blank

18.04.1 Any employee who, on the 31<sup>st</sup> day of December in each year, has:

- a) completed less than one (1) year of continuous service with the Company shall receive one day of vacation per completed month of service up to a maximum of ten (10) days;
- b) completed one (1) year of continuous service but less than ten (10) years of continuous service with the Employer shall receive fifteen (15) days vacation;
- c) ten (10) years or more continuous service with the Company shall receive eighteen (18) days vacation.

Example:

GDO GDO VAC VAC VAC VAC VAC GDO GDO

GDO GDO VAC VAC VAC VAC VAC GDO GDO VAC VAC VAC VAC VAC GDO GDO

Less than a five (5) day block – VAC VAC VAC GDO GDO

[NOTE – January 1, 2014 – 20 days.]

18.04.2 Annual vacation pay shall be based on an employee's total wages earned, (as defined below) in the previous vacation year up to and including the last pay period of December of the current year; with the appropriate amount accrued to be paid to the employee when he takes his vacation (between January 1<sup>st</sup>-December 31<sup>st</sup>) of the following year.

18.04.3 Vacation year is to be considered from January 1<sup>st</sup> to December 31<sup>st</sup>.



18.04.4 In order to meet business requirements of the Company, the Company reserves the right to black out any period during the vacation year during which period of time vacation time requests in whole or in part will not be accepted. For example, in order to meet the demands of the Company's peak season, the period commencing November 15<sup>th</sup> and terminating December 26<sup>th</sup> of each vacation year is designated as a "blackout" period for vacation request purposes.

18.04.5 Vacation, in accordance with past practice, must be taken during the vacation year and cannot be carried forward to the next vacation year without the express written permission of the Company.

18.04.6 A vacation bid package for the following year will be issued no later than September 15<sup>th</sup> and awards released no later than October 15<sup>th</sup> of the same year.

18.04.7 The process will consist of an open bid system consisting of two (2) rounds based on seniority by aircraft type and job classification. Any round bid may contain up to ten (10) vacation days. This is to allow lower seniority personnel a fairer chance to get at least one of their preferred vacation weeks. If a Flight Crew Member is unavailable for bidding, they may leave their preference in writing or arrange to call their crew planning department to submit their bid. Any Flight Crew Member who fails to submit their bid in accordance with the above protocol will have their vacation block assigned by the Company.

18.04.8 The Company will make every reasonable effort to avoid changing a Flight Crew Member's assigned vacation. However, changes to a Flight Crew Member's assigned vacation to meet operating needs or requirements will, to the extent practicable, recognize the personal preferences of the Flight Crew Member. The Company agrees to reimburse the Flight Crew member for any agreed upon expenses incurred by this change.

18.04.9 Changes to the Flight Crew Member's assigned vacation due to base relocation or change in the position may be made by the Company and will, to the extent practicable, recognize the personal preference of the Flight Crew Member.

18.04.10 When a Flight Crew Member's vacation is changed in accordance with 18.04.8 or 18.04.9 the new vacation dates will be allocated to the Flight Crew Member based on vacation time availability as determined by the Company.

18.04.11 Subject to prior Company written authorization, Flight Crew Members may exchange assigned vacation slots amongst each other with same type and position, provided they do so in writing forty-five (45) calendar days prior to the standard month in which the assigned vacation slot occurs. It will be the responsibility of each Flight Crew Member to advise crew planning in writing of said authorized vacation assignment slot exchange.

18.04.12 When a previously allocated bid vacation slot(s) become available, or when an additional slot(s) is opened up by the Company during the current vacation year, said additional vacation slot(s) will be posted for fourteen (14) days and awarded by way of Flight Crew Member Master Seniority List (Appendix A). Only the first slot available will be required to be posted. Subsequent open slots may be posted at the Company's discretion.

18.04.13 A Flight Crew Member who is unable to commence their scheduled vacation slot due to being on short-term disability, long-term disability or Workers' Compensation shall be awarded by the Company a rescheduled vacant vacation slot subsequent to their return to work. However, if an employee does not return to duty on or before November 15<sup>th</sup> of any calendar year, the employer shall have the option to pay the individual in lieu of vacation earned but not taken, or allow for the carry-forward of the vacation entitlement time.

## **18.05 STATUTORY HOLIDAYS**

18.05.1 The following days are recognized by the Company as Statutory Holidays:

New Years Day	August Civic Holiday (in lieu of Remembrance Day)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day

Statutory Holidays will commence 0001 LT at their Home Base.

18.05.2 Eligibility for Statutory Holidays with pay requires a Flight Crew Member to complete thirty (30) calendar days of employment with the Company prior to the statutory holiday occurring.

18.05.3 A Flight Crew Member who is scheduled to work and/or who works on a Statutory Holiday will receive a normal day's pay plus 1 ½ times the hourly rate for the flight time hours worked on the Statutory Holiday or a minimum of four (4) hours, whichever is greater. This normal day's pay is included in the Flight Crew Members base salary.

18.05.4 Flight Crew Members called for duty on a vacation day, which includes a day off awarded for a Statutory Holiday, will be paid at two (2) times their regular daily rate pay.

## **ARTICLE 19 – INVESTIGATIONS**

19.01 Where a Flight Crew Member is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service, with or without pay, pending the outcome of any investigations into the accident or incident undertaken by Transport Canada, The Transportation Safety Board of Canada or any other Canadian or foreign government agency. Where a Flight Crew Member is involved in an accident or incident related to the operation of an aircraft while on duty which is not investigated by Transport Canada, The Transportation Safety Board of Canada or any other Canadian or foreign government agency, he may be held out of service, with pay, pending the outcome of any investigation into the accident or incident undertaken solely by the Company. The Flight Crew Member shall notify the Union immediately, where this is not possible the Company will notify the Union.

19.02 If a Flight Crew Member is held out of service, the Chief Pilot or his designate shall, within seven (7) calendar days, provide the Flight Crew Member with a letter stating the reason. A copy of this letter shall be copied to the Union.

19.03 Where the investigation is undertaken by the Company, officers of the Company involved shall make every attempt to issue a final report within three (3) months.

In cases involving aircraft accident, a Flight Crew Member will not be required to commit himself orally or in writing to officials of the Company for 24 hours following the accident unless the following conditions have been met:

- (a) Flight Crew Member(s) have had the opportunity to consult with the Union and
- (b) he shall make himself available for and has been afforded the opportunity of a medical examination by a medical examiner approved by the Union and the Company.

The Union shall make its best effort to be available for consultation without delay. The results of the medical examination shall immediately be disclosed to the Company and the Union to the extent that they may

relate to the cause of the accident or his ability to participate in the investigation.

19.04 Both the Flight Crew Member involved and the Union will be given the opportunity to provide input into the Company's investigation and will be provided with a copy of any interim or final reports resulting therefrom.

In cases involving aircraft incidents Flight Crew Member who are held out of service under the terms of 19.01 above will not be required to commit themselves orally or in writing to officials of the Company for 24 hours following the incident unless they have the opportunity to consult with the Union.

19.05 Throughout this procedure, the Flight Crew Member involved and/or his designated Union representative(s) may, upon request, and in conjunction with a designated representative of the Company, review any information contained in his file gathered pursuant to any investigation as contemplated under this Article.

19.06 Any discipline or discharge action taken following an accident or incident shall be subject to the provisions of Article 20.04 Discipline and Discharge.

19.07 Aircraft flight data recorders and cockpit voice recorders, and automatic Flight Data Reporting Systems will only be used for accident or incident related investigation or maintenance related test purposes except as contemplated or required in accordance with IATA, or any other government, industry or regulatory body. Data recorders will not be used as a means of monitoring or checking a Flight Crew Member during the operation of any normal flight. A Flight Crew Member who erases a data recorded after an accident or incident shall be subject to discipline up to and including dismissal. During any accident or incident investigation the contents of the flight recorder will not be released by the Company to either the general public nor the news media without the prior written approval of the Flight Crew Member(s) involved and the Union.

19.08 Where a Flight Crew Member is unable to report for duty due to medical reasons after his involvement in an accident or incident and he is receiving pay in accordance with Article 19.01, his pay shall be covered by the Company for a period of seven (7) calendar days only.

19.09 It is always understood that all provisions hereof must comply with the Transport Safety Board as may be in effect and force

from time to time and those regulations shall take precedence.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

### **20.01 GENERAL**

20.01.1 For the purposes of this Agreement a grievance is defined as any difference between the Company and the Union, and/or those parties on whose behalf this Agreement was entered into, concerning the interpretation, application, administration or alleged violation of this Agreement, or concerning discharge, suspension or discipline.

20.01.2 Grievances may be initiated by the Union on behalf of its members or on its own behalf.

20.01.3 At either Step 1 or Step 2 the Flight Crew Member(s) shall have the right to be represented by a representative of the Union.

20.01.4 Time limits as specified in this Article may be extended by mutual agreement in writing or by email between the Company and Union.

### **20.02 INITIATION**

It is the desire of the parties to this Agreement that grievances be settled promptly. A Flight Crew Member who has a complaint as contemplated in Article 20.1.1 shall first attempt to obtain a satisfactory resolution with his appropriate supervisor/manager as the case may be.

20.02.2 A Flight Crew Member who has a grievance, or group of Flight Crew Members having the same grievance dealing with the same issue with respect to interpretation, application, or alleged violation of this Agreement, or with respect to discipline or discharge, shall deal with such grievance in accordance with the procedures outlined below.

### **20.03 MEETINGS**

20.03.1 The following steps may be waived, combined or extended subject to mutual agreement between the Company and the Union.

### 20.03.2 Step 1:

A Flight Crew Member who has a grievance, or group of Flight Crew Member's having a grievance dealing with the same issue, or the Union in the case of a Union grievance on behalf of its members, shall present it in writing within fifteen (15) calendar days of the occurrence or awareness of the occurrence to the Chief Pilot, or his designate. The written grievance shall specify the following: (a) the nature of the grievance and the circumstances out of which it arose as perceived by the grievor; (b) the provisions of the Agreement alleged to have been violated; and (c) the settlement or remedy requested. The Chief Pilot or his designate shall hold a meeting upon the grievance at a mutually convenient time within ten (10) calendar days of the presentation of the grievance, and render his decision in writing not later than on the tenth (10th) calendar day following the above mentioned meeting.

### 20.03.3 Step 2:

If the decision of the Chief Pilot or his designate is not acceptable to the grievors or is not rendered within ten (10) calendar days, then the grievance shall be submitted in writing to the VP Flight Operations, or his designate within ten (10) calendar days of the receipt of the decision, or as the case may be, within twenty-five (25) calendar days from the time the above mentioned hearing took place. The VP Flight Operations or his designate shall hold a hearing upon the grievance at a mutually convenient time within ten (10) calendar days of the receipt of the grievance, and shall render his decision in writing not later than on the tenth (10th) calendar day following the grievance hearing.

20.03.4 Any decision not rendered by the Company or the Union within the relevant time limits, shall be automatically advanced to the next step.

20.03.5 The Union may file a policy grievance at Step 2. A Union policy grievance is defined as a grievance which by its nature, cannot be grieved by an individual Flight Crew Member or group of Flight Crew Members. The grievance is to be filed within fourteen (14) calendar days of recognition of the occurrence of the circumstances giving rise to the grievance.

20.03.6 The Company may file a policy grievance at Step 2. The grievance is to be filed within fourteen (14) calendar days of recognition of the occurrence of the circumstances giving rise to the grievance.

## 20.04 DISCIPLINE AND DISCHARGE

20.04.1 No employee shall be disciplined or discharge without just cause subject to Article 9.1.

20.04.2 Where any disciplinary action includes suspension without pay, any time held out of service without pay shall where appropriate, be deducted from the penalty or discipline assessed. If the Flight Crew Member has been held out of service without pay for a longer period than the penalty or discipline assessed, an adjustment shall be made to provide for reimbursement of such loss of pay.

20.04.3 Any Flight Crew Member who has been disciplined or discharged may file a grievance in accordance with this Article. However, by mutual agreement between the Company and the Union, grievances may proceed directly to Step Two of the grievance procedure or to Arbitration.

## **ARTICLE 21 – ARBITRATION**

### 21.01 GENERAL

Both parties to this Agreement agree that any grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure as outlined above, and which has not been settled, may be referred to arbitration at the written request of either of the parties within fifteen (15) calendar days of the Step 2 decision. Time limits as specified in this Article may be extended by mutual agreement in writing or by email between the Company and Union.

### 21.02 LIST OF ARBITRATORS

The following lists of Arbitrators are acceptable candidates by both parties and will be appointed, on a rotational basis.

- John McNamee
- William Kaplan
- John Stout
- William Marcotte
- Elaine Newman

### 21.03 ALTERNATE ARBITRATOR

If either party believes the above mentioned candidates are unavailable in a timely manner, then the parties will proceed to the next available arbitrator on the list as referenced in Article 21.02 or should none of the arbitrators as referenced in Article 21.02 be available in a timely manner, then a mutually acceptable alternate candidate will be selected. A sole arbitrator will be chosen who is mutually acceptable to both parties.

### 21.04 DECISION OF THE ARBITRATOR

The decision of the sole arbitrator constituted in the above manner shall be binding on both parties.

### 21.05 POWERS OF THE ARBITRATOR

The sole arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor give any decision inconsistent with the terms and provisions of this Agreement.

### 21.06 COST OF ARBITRATOR

Each of the parties to this Agreement will bear one half of the expenses and fees of the sole arbitrator.

### 21.07 MULTIPLE GRIEVANCES

If there should be an accumulation of grievances to be referred to arbitration, then one sole arbitrator may be constituted to deal with all such grievances provided the parties specifically agree to such procedure in writing.

## **ARTICLE 22 - RATES OF PAY**

22.01 Flight Crew Members will receive remuneration in accordance with the provisions of this Collective Agreement.

22.02 Rates of pay shall be determined by the Flight Crew Members position in accordance with Appendix C. Yearly increases in wages are made in accordance with pay scales in Appendix C.

22.03 When there is a discrepancy between the Company and Flight Crew Members with regard to pay, the party who discovers the discrepancy will contact the other to resolve the issue. If the issue



is due to a credit calculation error the Company will notify the Flight Crew Member by indicating the adjustment and reason on the credit summary. Where money is owed to either party, the adjustment will be made on the next scheduled month-end pay period.

22.04 When a Captain is assigned, at the request of the Company to serve as a First Officer on any flight, while his/her permanent Captain assignment is still current, he/she will continue to receive pay at his/her Captains rate. When a First Officer is assigned, at the request of the Company to serve as a Second Officer on any flight, while his permanent First Officer assignment is still current, he will continue to receive pay at his First Officer rate.

22.05 When a Second Officer or First Officer is promoted to a higher rank they will proceed to the level one pay grade for the higher rank.

## **ARTICLE 23 - OTHER**

23.01 Intentionally left blank

23.02 The Union shall provide each Flight Crew Member with a copy of this Agreement within sixty (60) calendar days of ratification of the Agreement. The Company and the Union agree to share the cost of printing the Agreement. Binding and distribution of the Agreement will be the responsibility of the Union.

### **23.03 TECHNICAL OR PERSONNEL FILES**

23.03.1 A Flight Crew Member's Technical or Personnel file shall be maintained in the Human Resources Department. A Flight Crew Member may, at a time convenient to the Human Resources Manager, or his designate, and the Flight Crew Member, be allowed to review his file in the presence of the Human Resources Manager or his designee.

23.03.2 Discipline issued to a Flight Crew Member, not related to technical competency, will be removed from a Flight Crew Member's disciplinary file after twenty four (24) months, provided twenty four (24) months have elapsed without further discipline.

23.03.3 All correspondence issued to a Flight Crew Member by the Company which is to be kept on the Flight Crew Member's personnel file will be copied to the Flight Crew Member.

## 23.04 UNION TIME OFF

23.04.1 Flight Crew Members required as witnesses by the Union for arbitration proceedings shall be granted time off without pay for purposes of attending any such scheduled arbitration, subject to the operating requirements of the Company. In this regard, the Union will provide the Employer with as much advance notice as possible, and without limitation at least one (1) clear schedule month prior to the arbitration proceeding.

23.04.2 Where operational requirements permit, a Flight Crew Member may be granted a leave of absence to perform Union business. The Company reserves the right to rescind any pre-authorized Flight Crew Member leave of absence to perform Union business due to unforeseen operational circumstances.

All flight releases for these leaves must be requested in writing and signed by the Union President, or his designated representative, and approved in writing by the Company. Whenever possible, these days are to be communicated to crew scheduling prior to completion of the Blocks for the affected month.

The Company will pay the Flight Crew Member all originally scheduled base pay affected by such Union leave and the Union will reimburse the Company for all reasonably related pay related costs plus fifteen percent (15%), associated with such leave except as provided in this Agreement.

23.04.3 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by a Negotiating Committee consisting of two (2) appointed or elected members of the Bargaining Unit. The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Company shall not be required to recognize any Committee member until it has been so notified.

23.04.4 Where business circumstances allow and subject to the requirements of the Company's operations, upon written request received at least one (1) clear schedule month prior to the scheduled bid release, a leave of absence, without pay and without loss of seniority, will be granted to not more than one Flight Crew Member, elected and/or selected, to attend union conventions, education programs or conferences for an aggregate of not more than four (4) weeks in any contract year.

## 23.05 NOTICE BOARDS

The Union shall be allowed to post meeting notices on Company notice boards, wherever Union members are based. Other Union material may be posted with written approval from the Company.

## 23.06 DISCRIMINATION/HARASSMENT

The Employer, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted, as these terms are defined by the *Canadian Human Rights Act*.

The parties agree that there will be no intimidation, discrimination or coercion exercised or practised by either of them or their representatives or members because of the employee's membership or non-membership in the Union. The terms and obligations contained in the Article shall be interpreted in accordance with the provision of the *Canada Labour Code, Part I*.

23.06.1 The Company and Union recognize the right of employees to work in an environment free of sexual harassment. Violation of the principle will be dealt with by way of disciplinary sanctions up to and including discharge.

23.06.2 Any discriminatory behaviour at or related to the workplace which denies an individual their dignity and/or respect or affects their job security by creating an intimidating, offensive or embarrassing environment is considered to be harassment and will not be tolerated.

## 23.07 LEGAL COUNSEL

The Company agrees to provide Legal Counsel and defend, free of charge, all Flight Crew Members and their estates in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any financial judgement rendered thereunder, save in the case of negligence or willful misconduct.

## 23.08 TRAINING

No Flight Crew Member shall be required to pay for the use of any Company equipment used in personnel training required by the Company and no pilot shall be required to pay damage costs of

airplanes or equipment damaged in the service of the Company, excluding malicious damage.

#### 23.09 Expense Related matters

The Company will pay for all Company scheduled Flight Crew Member Pilot Proficiency Check(s) and Instrument Flight Rating(s) fee.

#### 23.10 PAID EDUCATION LEAVE

23.10.1 The Company shall pay eight thousand (\$8000.00) each contract year into a Paid Education Leave Fund ("PEL Fund") established by the National Union. Such monies are to be paid on April 1st of each year into the fund and sent by the Company to the following address:

UNIFOR Canada PEL Training Fund  
205 Placer Court, Toronto, Ontario  
M2H 3H9

### **ARTICLE 24 - BUSINESS EXPENSES AND REIMBURSEMENT**

#### 24.01 EXPENSES GENERAL

24.01.1 Expense report forms are available at all bases and from Flight Operations Administration. Originals of the form together with all original receipts must be submitted, and the form signed. All amounts must be submitted in Canadian dollars at prevailing exchange rates, and once submitted no further payment will be made due to variation in rates or additional charges levied by financial service providers. Expense reports should not be submitted until such time as total expenses payable are in excess of one hundred dollars (\$100) whenever possible. Completed expense forms with receipts attached should be submitted to the Flight Operations Administrator or his designate. Whatever the amount, expenses must be submitted within six (6) months after the expense is incurred.

#### 24.01.2 Expense Allowance

24.01.2.1 Flight Crew Members will be reimbursed for qualified business expenses which are to be supported and submitted with appropriate receipts through a Company expense report form for payment. Eligible qualified expenses are as follows: medical renewals and fees, passport renewals, checked baggage fees (maximum 1 checked back per flight), ticket processing fees and mileage, but only

where Company transportation is not made available and when available while staying at a hotel on Company business internet hook up. No reimbursement will be made for mileage for passport, medical and security pass renewals. Additional fees for photographs, guarantors, expediting issuance and for any visas needed for non-Canadian passports and for Canadian Aviation documents are at the Flight Crew Members' expense.

#### 24.01.3 Per Diem

24.01.3.1 Flight Crew Members will receive an allowance to compensate them for meals and other incidentals while on company business. A Flight Crew Member shall be paid \$2.50 CDN/hour per diem for each hour (domestic rate), or fraction thereof to the nearest minute, in Canada; \$3.50 CDN per hour outside Canada (international rate). Per Diem is paid on the basis of actual duty time and/or time away from base.

[NOTE – January 1, 2014 – increase per diem by twenty five (25) cents per hour.]

Per Diem is paid:

1. During line and/or positioning flights as a part of a Pairing, from the scheduled departure time from base to scheduled arrival time back at base. The rate during the flight (domestic or international) is determined by the location of where the duty period ends, for single duty periods or for a series of duty periods in a Pairing; the layover is paid out according to location.
2. During ground training, at the domestic rate for the hours spent in class. For simulator training, from the scheduled time of departure from the positioning airport to the scheduled time of arrival at the arrival airport once the training is complete; the rate (domestic or international) is determined by the location of the simulator.
3. During Hot Stand By duties from the commencement of Hot Stand By duty until released by dispatch or assigned to a flight. If Hot Stand By results in a flight being assigned, the Per Diem then is paid as indicated in paragraph 1 above.
4. Reserve duty does not accrue Per Diem, unless reserve results in duty being assigned, in which case it is paid as indicated in paragraph 1 above.
5. If after reporting for a flight from Home Base the flight is subsequently

cancelled, Per Diem will be paid as indicated in paragraph 3 above.

Per Diem is tracked automatically and is added to regular payroll deposits.

#### 24.01.4 Hotel Charges

24.01.4.1 Incidental charges such as telephone, room service, dry cleaning etc. incurred while staying at a hotel on company business, are the personal responsibility of the individual Flight Crew Member. These charges must be cleared when checking out of the hotel. If settlement at that time is not made, the Flight Crew Member will be notified and must settle the account directly with the hotel. If such payment is not made within a reasonable period of time, the charge will be deducted from subsequent expense reports.

24.01.4.2 A Flight Crew Member of a different gender will receive a single day room.

#### 24.01.5 Transportation and Mileage

24.01.5.1 Away from the Flight Crew Member's home base, the Company shall provide transportation to and from rest quarters. For assignments commencing at other than home base, the Company will provide transportation from home base to the airport from which operations are to commence. Where the Company provides such transportation and the Flight Crew Member elects to travel to the assignment by other means, no travel allowance will be provided.

24.01.5.2 Parking is provided to Flight Crew Member at home base and at head office. For duty travel on other carriers, the Company will provide transportation to the airport of departure. Where the Company provides such transportation and the Flight Crew Member elects to travel by other means, no reimbursement of parking fees will be provided unless previously authorized by management.

#### 24.01.7 Expenses During New-Hire Initial Training

24.01.7.1 For new hire Flight Crew Members not residing within eighty (80) kilometers of their home base prior to hire, or for those being trained in a city other than their base, during the initial period that a new-hire Flight Crew Member is undergoing company indoctrination and initial type-training ground schools, daily domestic per diem will be paid and hotel accommodation will be provided. If a Flight Crew Member qualifies for this arrangement, but chooses to not reside in the hotel, no cash equivalent will be paid, and Per Diem will be as provided

for in paragraph 24.01.3. For all other Flight Crew Member attending initial training, Per Diem is paid as provided for in paragraph 24.01.3.

24.01.7.2 The period, if any, between the completion of initial ground school and commencement of CPT/simulator training does not accrue Per Diem or have hotel accommodation provided. Upon return from initial simulator training and after completion of any airborne training required, Per Diem is discontinued and accommodation is at the Flight Crew Member's own expense.

## **ARTICLE 25 - HEALTH & WELFARE BENEFITS**

25.01 The Company agrees to continue the health and welfare plans in force at the time of the signing of this Agreement for all Flight Crew Members in the active employ of the Company and, where applicable, as more particularly set out in Article 25.02. The benefits available to employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union shall be provided with copies of all current insurance policies upon signing of the Agreement and in future whenever there is a change to the carrier of any benefit coverage. It is understood that the Company may at any time substitute another carrier for any of the benefit plans set out in Article 25.02 provided the benefits conferred thereby are, in aggregate, relatively comparable.

25.02 The Health and Welfare plans referred to in Section 25.01 are as follows:

- (a) Extended Health Care;
- (b) Dental Coverage;
- (c) Travel Assistance;
- (d) Vision Care;
- (e) Group Life Insurance;
- (f) AD&D;
- (g) Short-Term Disability;
- (h) Critical Illness; and
- (i) Long-Term Disability.

25.03 The Company agrees to pay the cost of premiums for extended health care, dental coverage, travel assistance, vision care, group life insurance, AD&D, and short-term life insurance benefit insurance plans for Flight Crew Members subject to participation/eligibility requirements as referenced in Article 25.01.

25.04 The Company agrees to deduct from employees the total cost of premiums as determined by the carrier from time to time for critical illness and long-term disability insurance.

25.05 Any dispute over payment of benefits or eligibility to receive benefit payments under the above plans or policies shall be adjusted between the eligible employee and the insurer concerned. The Company is no way liable to any individual eligible employee for payment of benefits under such plans or policies and any issue between the eligible employee and the insurer may not form or constitute in any manner whatsoever a grievance or arbitral matter under the Collective Agreement.

25.06 The Company agrees to continue its present practice with respect to offering eligible employees an opportunity to participate in a group registered retirement savings plan. [3% Contribution/Match Level] The Company's group registered retirement savings plan shall be available, on a voluntary basis, to all Flight Crew Members who have successfully completed their probationary period, with contributions being made bi-weekly, by payroll deduction and, where appropriate, matched by the Company on a similar pay period basis.

[NOTE – Effective January 1, 2014 for Flight Crew Members with five or more years of continuous service, but less than ten years of continuous service – 4% contribution/match level.

[NOTE – Effective January 1, 2014 for Flight Crew Members with ten or more years of continuous service – 5% contribution/match level.]

25.07 The current contributions by the Company toward the premium costs of the health and welfare plans as referenced in Article 25.02 (a) – (f) will cease, save where statutorily required to be continued, or when an employee has been off work in the case of a layoff or leave of absence, to the end of the second month following the month of layoff or leave of absence, or when an employee has been off work on sick leave/Short Term Disability/Long Term Disability, upon twenty-four (24) months having expired from the first day of sick leave.



25.08 Flight Crew Members are to be allocated seven (7) Sick/Book Off Days per calendar year. Any absence of three (3) days or more will require the submission of a doctor's note clearing the Flight Crew Member to return to work. Booking off, or the self removal from active status when a Flight Crew Member is unfit to fly and it is expected that the condition will persist into an upcoming duty period, must be done through crew scheduling with confirmed voice contact or acknowledged correspondence or email. The Flight Crew Member will remain on booked off status until he books back on. Book offs prior to a multiday Pairing will cause all of the days in the Pairing to be charged against the annual book off allotment, unless the Pairing can be rejoined at the Flight Crew Member's base after booking back on. Any booked off days will not be counted against the book off allotment if they fall on previously scheduled GDO or vacation days or statutory holidays. The book off allotment is intended solely to provide income protection in the event of illness or accident, unused book off allotment hours cannot be added to vacation or taken as casual days off or paid out, or carried forward from one year to the next.

[NOTE – Amend reference to seven (7) Sick/Book Off Days to read as follows:

“eight (8) Sick/Book Off Days as of January 1, 2014  
nine (9) Sick/Book Off Days as of January 1, 2015  
ten (10) Sick/Book Off Days as of January 1, 2016.”]

## **ARTICLE 26 – PRISONER OF WAR, HOSTAGE, HIJACKING, INTERNMENT OR MISSING**

### **26.01 METHOD OF PAYMENT:**

A Flight Crew Member who, during the course of employment with the Company, is captured, taken prisoner, confined or held hostage, or who is missing in action, is to be paid 100% of his base monthly salary in effect at the time of the incident, until such time as he is released or recognized as legally deceased. In any case, if the Flight Crew Member is not found and no proof of death is established within a period of 12 months following the disappearance, the payment of the base monthly salary will be discontinued by the Company.

### **26.02 REMUNERATION**

The base monthly salary mentioned in Article 26.01 is deposited in the personal account of a Flight Crew Member without interest, and must be distributed by the Company in whole or in part, according to the written instructions provided by the Flight Crew Member. It will not be

deposited to the benefit of a Flight Crew Member who has been placed under arrest by an authority recognized by the government of Canada or who is accused of a crime which in Canada would be prosecuted as a criminal offence.

#### **26.03 ALTERNATIVE TO PAYMENT**

As an alternative to the payment provided for in Article 26.01, the Company can pay the difference between this payment and the amount of all compensation which may be provided for by the law, dealing with persons captured, taken prisoner, confined taken hostage or missing in action following acts of war.

#### **26.04 REQUEST FOR INSTRUCTION**

The Company must ask newly hired Flight Crew Member to provide his instructions which respect to this Article in accordance with the Instruction Request form set in Appendix D. The Company must ask all Flight Crew Member's currently in its employ, to fill in the aforementioned form, which must be returned as soon as possible to the Company.

### **ARTICLE 27 - NO STRIKE OR LOCK OUT**

27.01.1 The Union agrees that neither it nor its members shall cause, help, encourage or take part in a strike, slowdown or work stoppage, for any reason during the term of this Agreement.

27.01.2 The Company agrees that there shall be no lockout of Flight Crew Members during the term of this Agreement.

27.01.3 Strike and lock out are to be considered to be as defined in the Canada Labour Code, Part 1.

### **ARTICLE 28 - NO WORK DISRUPTION RE DOMESTIC BUSINESS - CANADA**

28.01 If following a "Notice to Bargain" by either party of the desire to seek amendments or a new Collective Agreement, and the parties have failed to enter into a revised Collective Agreement, either party may request the Minister of Labour to provide the services of a conciliation officer. Failing this, or the event that no Collective Agreement is reached, either party may demand that matters still in disagreement be submitted to an arbitrator and shall give notice in writing to the other party detailing the points still at issue.

28.02 An arbitrator shall be appointed within sixty (60) days of the demand for arbitration. In the event of disagreement over the selection of the arbitrator, either of the parties may, with not less than seven (7) days notice in writing to the other party, apply to the Minister of Labour to appoint an arbitrator.

28.03 The parties shall bear equally the expense of the arbitrator.

**ARTICLE 29 - DURATION**

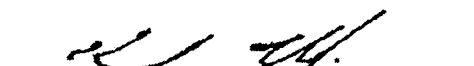
29.01 This Agreement shall commence effective as of date of ratification and shall continue in full force and effect until its expiry date June 30, 2018. The Agreement shall automatically be renewed without modifications, year by year thereafter, unless one of the parties advises the other within one hundred twenty (120) calendar days prior to its expiration date of its intention to renew with modifications. Negotiations shall commence within sixty (60) calendar days of such notice. In the event of such notification, this Agreement shall remain in effect during the negotiations of such new Agreement.

Signed 30<sup>th</sup> day of September, 2013 in Mississauga, Ontario

For the Union



Colin Brazier  
Bargaining Chairperson



Kelvin Todd  
Bargaining Committee



Mark McConnell  
Bargaining Committee



Ron Smith  
Director of Transportation UNIFOR

For the Company



Ajay Virmani  
President and CEO



Roger Arbour  
Vice President National Accounts &  
Network Planning



Mark Harper  
Chief Pilot



**Appendix A MASTER SENIORITY LIST**

#	LAST	FIRST	HIRE	#	LAST	FIRST	HIRE
1			09-Jun-02	49			11-Jul-11
2			03-Jul-02	50			11-Jul-11
3			03-Jul-02	51			06-Feb-12
4			03-Jul-02	52			06-Feb-12
5			03-Jul-02	53			06-Feb-12
6			03-Jul-02	54			06-Feb-12
7			02-Aug-02	55			06-Feb-12
8			10-Jan -03	56			06-Feb-12
9			10-Jan -03	57			11-Jun-12
10			10-Jan -03	58			11-Jun-12
11			10-Jan -03	59			11-Jun-12
12			08-Mar-03	60			19-Nov-12
13			08-Mar-03	61			28-Jan-13
14			26-Apr-03	62			28-Jan-13
15			26-Apr-03	63			28-Jan-13
16			26-Apr-03	64			28-Jan-13
17			26-Apr-03	65			28-Jan-13
18			28-Sep-03	66			28-Jan-13
19			15-Mar-04	67			25-Feb-13
20			21-Jun-04	68			25-Feb-13
21			21-Jun-04	69			25-Feb-13
22			02-Feb-05	70			25-Feb-13
23			12-Nov-05	71			25-Feb-13
24			12-Nov-05	74			
25			24-Nov-05	75			
26			24-Nov-05	76			
27			24-Nov-05	77			
28			24-Nov-05	78			
29			21-Jan-07	79			
30			31-Jan 07	80			
31			05-Mar-07	81			
32			25-Jun-07	82			
33			01-Oct-07	83			
34			01-Oct-07	84			
35			01-Oct-07	85			
36			26-Nov-07	86			
37			26-Nov-07	87			
38			17-Mar-08	88			
39			17-Mar-08	89			
40			23-Jun-08	90			
41			12-Sep-10	91			
42			31-Jan-11	92			
43			31-Jan-11	93			
44			31-Jan-11	94			
45			11-Jul-11	95			
46			11-Jul-11	96			
47			11-Jul-11	97			
48			11-Jul-11	98			

## **Appendix B MINIMUM QUALIFICATION REQUIREMENTS**

The following minimum requirements normally will be met prior to a Flight Crew Member being eligible for upgrade or hire. Total and Transport Jet time shall not include Second Officer or Cruise Relief time, except for the purposes of upgrade from B727 Second Officer to B727 First Officer, in which case B727 Second Officer time may be counted as indicated below.

These qualifications must be held at the time of the bid award, unless otherwise specifically indicated in the bid package.

“Upgrade” refers to a Flight Crew Member advancing in position on a current type. “Entry-level” refers to a Flight Crew Member assigned to a new type, as a result of an internal bid award or being a new-hire.

In addition to these criteria, for upgrade due consideration will be given by the Company to command suitability, general conduct and demonstrated ability in training and line flying. The Chief Pilot, in consultation with the training and checking staff, will have the final determination as to a candidate’s suitability to undertake upgrade training. A candidate not recommended for upgrade training will not have the option to bypass this assessment and attempt an upgrade. Those candidates assessed as suitable will be awarded positions in order of seniority as they become available as indicated in seniority sections above.

### **Transport Jet**

#### **B757 and B727**

Entry-Level Captain ATPL, 5000 hours total time, with 500 hours PIC on type or 1000 hours PIC Transport Jet. Note: B757 and B727 are not considered as the same type.

Upgrade to Captain ATPL, sliding scale between: 4000 hours total time with 1000 hours First Officer on type, and 3500 hours total time with 1500 hours First Officer on type - total of these two criteria must be 5000 hours. Note: B757 and B727 are not considered as the same type.

Entry-level First Officer ATPL, 3000 hours total time, with 500 hours Transport Jet or 1000 hours multi-turbine PIC.

Upgrade to First Officer ATPL or CPL/Multi-IFR with IATRA written (or

equivalent Multi-crew qualification), 2000 hours total time, which may include 727 Second Officer experience, and minimum 500 hours Second Officer on type. In this regard, Flight Crew Members in the employ of the Company as of the date of ratification who do not meet this qualification requirement as set out above, but otherwise meet all other conditions required for an upgrade (on said equipment type) including successful completion of upgrade training and checking will be upgraded according to the master seniority list.

Entry- level Second Officer

Flight Crew Member ATPL or CPL/Multi-IFR.

## **B767**

Entry-level Captain ATPL, 5000 hours total time, with 3000 hours Transport Jet PIC or 500 hours PIC on type.

Upgrade to Captain ATPL, 5000 hours total time, with 1000 hours First Officer on type.

Entry-level First Officer ATPL, 3000 hours total time, with 1000 hours Transport Jet.

Note: B757 and B767 are considered by Transport Canada as a common type. Time accumulated on B757 in Cargojet operations is considered as time on type for B767 qualification purposes. The B767 entry-level requirements must be met prior to initially receiving B767 qualification or for new-hires, and for Mixed Fleet Flying (MFF) to be permitted. Once B767 type-rated, the entry-level requirements no longer apply for Flight Crew Members already employed by Cargojet upgrading to Captain. B767 Flight Crew Members are also required to fly the B757.

## **Appendix C PAY SCALE**

A Flight Crew Member's base salary shall be established in accordance with Appendix C.

[NOTE – Supervisory Flight Engineer present base salary (\$75,600) shall be increased each year of the Collective Agreement by a similar percentage as referenced in Appendix C.

[NOTE – All Flight Crew Members in the active employ of the Company

as of date of ratification will receive a lump sum payment, less required deductions, for each full completed calendar month of service or a majority of the month with the Company commencing on or after January 1, 2013 and up to and including date of ratification, as follows:

- Captain – \$300 per month
- First Officer – \$170 per month
- Second Officer – \$110 per month
- Supervisory Flight Engineer - \$170 per month]

[NOTE – Hourly pay scale as and where applicable to be based on 85 flight hours per month.]

[NOTE – Time and one-half hourly pay as and where applicable shall be based on basic overtime and GDO rate and Grey Day rate.]

**Type Premium Additives**

	PREMIUM	HOURLY
Captain 767 and 757 only	\$20,000	\$20.00
First Officer 767 and 757 only	\$12,000	\$12.00
Captain 757 only	\$10,000	\$10.00
First Officer 757 only	\$6,000	\$6.00

**Training Premiums**

- Approved Check Pilot -\$15,000
- Training Captain - \$10,000
- Ground School Trainer - \$9,000
- Second Officer Trainer - \$9,000
- Supervisory Flight Engineer \$20,000

In no circumstances will there be any training premium pyramiding or training premium cumulations whatsoever.



		<b>Captain Yearly Pay Scale for 5 Year Agreement Period</b>					
<b>B727</b>		<b>Ratification</b>	<b>July 1,2014</b>	<b>July 1,2015</b>	<b>July 1,2016</b>	<b>July 1,2017</b>	
<b>Level at Start of 5 Year Agreement</b>	<b>Captain</b>	<b>0.50%</b>	<b>0.75%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.50%</b>	<b>Grid Inc</b>
14	\$137,902	\$ 138,592	\$ 139,631	\$ 141,027	\$ 142,790	\$ 144,932	3%
13	\$133,886	\$ 134,555	\$ 135,564	\$ 136,920	\$ 138,632	\$ 140,711	3%
12	\$129,986	\$ 130,636	\$ 131,616	\$ 132,932	\$ 134,594	\$ 136,613	3%
11	\$126,200	\$ 126,831	\$ 127,782	\$ 129,060	\$ 130,673	\$ 132,633	3%
10	\$122,500	\$ 123,113	\$ 124,036	\$ 125,276	\$ 126,842	\$ 128,745	3%
9	\$119,000	\$ 119,595	\$ 120,492	\$ 121,697	\$ 123,218	\$ 125,066	3%
8	\$115,600	\$ 116,178	\$ 117,049	\$ 118,219	\$ 119,697	\$ 121,492	3%
7	\$112,300	\$ 112,862	\$ 113,708	\$ 114,845	\$ 116,281	\$ 118,025	3%
6	\$108,600	\$ 109,143	\$ 109,962	\$ 111,062	\$ 112,450	\$ 114,137	3%
5	\$105,400	\$ 105,927	\$ 106,721	\$ 107,788	\$ 109,135	\$ 110,772	3%
4	\$102,000	\$ 102,510	\$ 103,279	\$ 104,312	\$ 105,616	\$ 107,200	3%
3	\$ 98,800	\$ 99,294	\$ 100,039	\$ 101,039	\$ 102,302	\$ 103,837	3%
2	\$ 95,700	\$ 96,179	\$ 96,900	\$ 97,869	\$ 99,092	\$ 100,578	4%
1	\$ 92,000	\$ 92,460	\$ 93,153	\$ 94,085	\$ 95,261	\$ 96,690	

		<b>First Officer Yearly Pay Scale for 5 Year Agreement Period</b>					
<b>B727</b>		<b>Ratification</b>	<b>July 1,2014</b>	<b>July 1,2015</b>	<b>July 1,2016</b>	<b>July 1,2017</b>	
<b>Level at Start of 5 Year Agreement</b>	<b>First Officer</b>	<b>0.50%</b>	<b>0.75%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.50%</b>	<b>Grid Inc</b>
13	\$ 75,536	\$ 75,914	\$ 76,483	\$ 77,248	\$ 78,214	\$ 79,387	3%
12	\$ 73,336	\$ 73,703	\$ 74,256	\$ 74,999	\$ 75,936	\$ 77,075	3%
11	\$ 71,200	\$ 71,556	\$ 72,093	\$ 72,814	\$ 73,724	\$ 74,830	3%
10	\$ 69,100	\$ 69,446	\$ 69,967	\$ 70,667	\$ 71,550	\$ 72,623	3%
9	\$ 67,000	\$ 67,335	\$ 67,840	\$ 68,518	\$ 69,374	\$ 70,415	3%
8	\$ 65,100	\$ 65,426	\$ 65,917	\$ 66,576	\$ 67,408	\$ 68,419	3%
7	\$ 63,400	\$ 63,717	\$ 64,195	\$ 64,837	\$ 65,647	\$ 66,632	3%
6	\$ 61,400	\$ 61,707	\$ 62,170	\$ 62,792	\$ 63,577	\$ 64,531	3%
5	\$ 59,500	\$ 59,798	\$ 60,246	\$ 60,848	\$ 61,609	\$ 62,533	3%
4	\$ 57,500	\$ 57,788	\$ 58,221	\$ 58,803	\$ 59,538	\$ 60,431	3%
3	\$ 55,800	\$ 56,079	\$ 56,500	\$ 57,065	\$ 57,778	\$ 58,645	3%
2	\$ 54,000	\$ 54,270	\$ 54,677	\$ 55,224	\$ 55,914	\$ 56,753	4%
1	\$ 52,000	\$ 52,260	\$ 52,652	\$ 53,179	\$ 53,844	\$ 54,652	

		<b>Second Officer Yearly Pay Scale for 5 Year Agreement</b>					
<b>B727</b>		<b>Ratification</b>	<b>July 1,2014</b>	<b>July 1,2015</b>	<b>July 1,2016</b>	<b>July 1,2017</b>	
<b>Level at Start of 5 Year Agreement</b>	<b>Second Officer</b>	<b>0.50%</b>	<b>0.75%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.50%</b>	<b>Grid Inc</b>
8	\$ 45,800	\$ 46,029	\$ 46,374	\$ 46,838	\$ 47,423	\$ 48,134	3%
7	\$ 44,500	\$ 44,723	\$ 45,058	\$ 45,509	\$ 46,078	\$ 46,769	3%
6	\$ 43,200	\$ 43,416	\$ 43,742	\$ 44,179	\$ 44,731	\$ 45,402	3%
5	\$ 41,900	\$ 42,110	\$ 42,426	\$ 42,850	\$ 43,386	\$ 44,037	3%
4	\$ 40,500	\$ 40,703	\$ 41,008	\$ 41,418	\$ 41,936	\$ 42,565	3%
3	\$ 39,300	\$ 39,497	\$ 39,793	\$ 40,191	\$ 40,693	\$ 41,303	3%
2	\$ 38,000	\$ 38,190	\$ 38,476	\$ 38,861	\$ 39,347	\$ 39,937	3%
1	\$ 37,000	\$ 37,185	\$ 37,464	\$ 37,839	\$ 38,312	\$ 38,887	

Note: B757/B767 applicable premium is added to above

<b>Captain Hourly Pay Scale for 5 Year Agreement Period</b>							
<b>E727</b>							
Ratification							
July 1, 2014							
July 1, 2015							
July 1, 2016							
July 1, 2017							
Level at Start of 5 Year Agreement	Captain/Hr	0.5%/Hr	0.75%/Hr	1%/Hr	1.25%/Hr	1.5%/Hr	Hourly Inc
14	\$ 135	\$ 136	\$ 137	\$ 138	\$ 140	\$ 142	3%
13	\$ 131	\$ 132	\$ 133	\$ 134	\$ 136	\$ 138	3%
12	\$ 127	\$ 128	\$ 129	\$ 130	\$ 132	\$ 134	3%
11	\$ 124	\$ 124	\$ 125	\$ 127	\$ 128	\$ 130	3%
10	\$ 120	\$ 121	\$ 122	\$ 123	\$ 124	\$ 126	3%
9	\$ 117	\$ 117	\$ 118	\$ 119	\$ 121	\$ 123	3%
8	\$ 113	\$ 114	\$ 115	\$ 116	\$ 117	\$ 119	3%
7	\$ 110	\$ 111	\$ 111	\$ 113	\$ 114	\$ 116	3%
6	\$ 106	\$ 107	\$ 108	\$ 109	\$ 110	\$ 112	3%
5	\$ 103	\$ 104	\$ 105	\$ 106	\$ 107	\$ 109	3%
4	\$ 100	\$ 101	\$ 101	\$ 102	\$ 104	\$ 105	3%
3	\$ 97	\$ 97	\$ 98	\$ 99	\$ 100	\$ 102	3%
2	\$ 94	\$ 94	\$ 95	\$ 96	\$ 97	\$ 99	4%
1	\$ 90	\$ 91	\$ 91	\$ 92	\$ 93	\$ 95	

<b>First Officer Hourly Pay Scale for 5 Year Agreement</b>							
<b>E727</b>							
Ratification							
July 1, 2014							
July 1, 2015							
July 1, 2016							
July 1, 2017							
Level at Start of 5 Year Agreement	First Officer/Hr	0.5%/Hr	0.75%/Hr	1%/Hr	1.25%/Hr	1.5%/Hr	Hourly Inc
13	\$ 74	\$ 74	\$ 75	\$ 76	\$ 77	\$ 78	3%
12	\$ 72	\$ 72	\$ 73	\$ 74	\$ 74	\$ 76	3%
11	\$ 70	\$ 70	\$ 71	\$ 71	\$ 72	\$ 73	3%
10	\$ 68	\$ 68	\$ 69	\$ 69	\$ 70	\$ 71	3%
9	\$ 66	\$ 66	\$ 67	\$ 67	\$ 68	\$ 69	3%
8	\$ 64	\$ 64	\$ 65	\$ 65	\$ 66	\$ 67	3%
7	\$ 62	\$ 62	\$ 63	\$ 64	\$ 64	\$ 65	3%
6	\$ 60	\$ 60	\$ 61	\$ 62	\$ 62	\$ 63	3%
5	\$ 58	\$ 58	\$ 59	\$ 60	\$ 60	\$ 61	3%
4	\$ 56	\$ 57	\$ 57	\$ 58	\$ 59	\$ 59	3%
3	\$ 55	\$ 55	\$ 55	\$ 56	\$ 57	\$ 57	3%
2	\$ 53	\$ 53	\$ 54	\$ 54	\$ 55	\$ 56	4%
1	\$ 51	\$ 51	\$ 52	\$ 52	\$ 53	\$ 54	

<b>Second Officer Hourly Pay Scale for 5 Year Agreement</b>							
<b>E727</b>							
Ratification							
July 1, 2014							
July 1, 2015							
July 1, 2016							
July 1, 2017							
Level at Start of 5 Year Agreement	Second Officer/Hr	0.5%/Hr	0.75%/Hr	1%/Hr	1.25%/Hr	1.5%/Hr	Hourly Inc
8	\$ 45	\$ 45	\$ 45	\$ 46	\$ 46	\$ 47	3%
7	\$ 44	\$ 44	\$ 44	\$ 45	\$ 45	\$ 46	3%
6	\$ 42	\$ 43	\$ 43	\$ 43	\$ 44	\$ 45	3%
5	\$ 41	\$ 41	\$ 42	\$ 42	\$ 43	\$ 43	3%
4	\$ 40	\$ 40	\$ 40	\$ 41	\$ 41	\$ 42	3%
3	\$ 39	\$ 39	\$ 39	\$ 39	\$ 40	\$ 40	3%
2	\$ 37	\$ 37	\$ 38	\$ 38	\$ 39	\$ 39	3%
1	\$ 36	\$ 36	\$ 37	\$ 37	\$ 38	\$ 38	

Note: E757/E767 applicable premium is added to above

**Appendix D PRISONER OF WAR, HOSTAGE,  
HIJACKING, INTERNMENT OR MISSING FORM  
LETTER**

The Employer is prepared to accept the following Union proposal as set out below, subject to the following: (a) Wherever the word "Cargojet" appears, replace with "Cargojet Airways Ltd."

**FORM LETTER**

TO: Cargojet Airways Ltd.

DATE: \_\_\_\_\_

You are hereby directed to pay all base monthly salary allowable to me, from Cargojet Airways Ltd. under the terms of Article 26 of the Agreement (Prisoner of War, Hostage, Hijacking, Internment or Missing) to those designated as follows:

\_\_\_\_\_ percent of such base monthly salary to:

\_\_\_\_\_  
(Name and Address)

as long as living and thereafter to:

\_\_\_\_\_  
(Name and Address)

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. In the event of my death before receipt thereof, said balance and amounts accruing shall be paid to the legal representative of my estate.

Letter signed by the undersigned may modify the foregoing direction from time to time and any such modifications shall become effective upon receipt of such letter by you.

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

SIGNATURE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**Letter of Understanding #1**

The job classification of Supervisory Flight Engineer shall, for purposes of Article 2.01 be considered to be a pilot.

Signed at MISSISSAUGA this 30<sup>TH</sup> day of SEPTEMBER, 2013

Signed 30<sup>TH</sup> day of September, 2013 in Mississauga, Ontario

For the Union

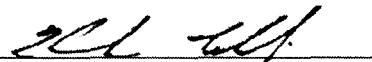
For the Company



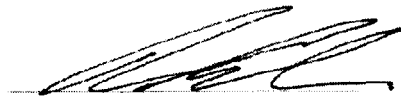
Colin Brazier  
Bargaining Chairperson



Ajay Virmani  
President and CEO



Kelvin Todd  
Bargaining Committee



Roger Arbour  
Vice President National Accounts & Network  
Planning



Mark McConnell  
Bargaining Committee



Mark Harper  
Chief Pilot



Ron Smith  
Director of Transportation UNIFOR



**Letter of Understanding #2**

Re: Article 4.02.4

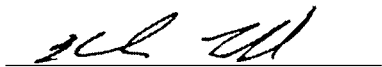
Temporary vacancies resulting due to vacancies, illness, staff shortages, training, etc., shall be backfilled by Flight Crew Members on the Master Seniority List (Appendix A).

Signed 30<sup>th</sup> day of September, 2013 in Mississauga, Ontario

For the Union



Colin Brazier  
Bargaining Chairperson



Kelvin Todd  
Bargaining Committee

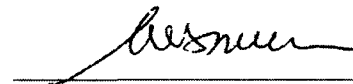


Mark McConnell  
Bargaining Committee



Ron Smith  
Director of Transportation UNIFOR

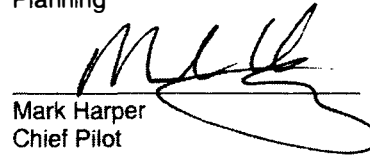
For the Company



Ajay Virmani  
President and CEO



Roger Arbour  
Vice President National Accounts & Network  
Planning



Mark Harper  
Chief Pilot



**Letter of Understanding #3**

Re: Article 14.01 – Pilot Bidding System

In order to accommodate an orderly and smooth transition to the terms and conditions as established in Article 14.01.2.1, the parties acknowledge that the present pilot bidding system will remain in effect up to and December 31<sup>st</sup>, 2013 from date of ratification. Any extension to the present pilot bidding system subsequent thereto will be discussed as between the parties and subject to mutual agreement by the parties. Neither party will act in an unreasonable manner with respect to any discussions and/or extension requirements as referenced herein.

During the period of time between the day after date of ratification and December 31<sup>st</sup>, 2013 the Flight Crew Member will continue to bid for twelve (12) SDOs (GDOs). On the remaining day worked two (2) of said days will be paid as per a Grey Day (1.0 straight time) for four (4) hours at a Flight Crew Members basic hourly rate.

During this said period of time the Company will use best efforts to avoid scheduling of single days off.

Signed 30<sup>th</sup> day of September, 2013 in Mississauga, Ontario

For the Union

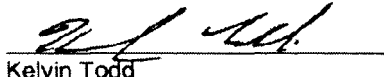
For the Company



Colin Brazier  
Bargaining Chairperson



Ajay Virmani  
President and CEO



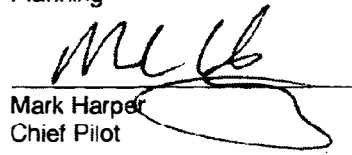
Kelvin Todd  
Bargaining Committee



Roger Arbour  
Vice President National Accounts & Network  
Planning



Mark McConnell  
Bargaining Committee



Mark Harper  
Chief Pilot



Ron Smith  
Director of Transportation UNIFOR