

SOURCE	C.C.		
EFF.	93	04	02
TERM.	95	04	01
No. OF EMPLOYEES	6677		
NOMBRE D'EMPLOYÉS	SLB		

**AGREEMENT**  
**BETWEEN**  
**AIR CANADA**  
**AND**  
**THE AIR LINE PILOTS IN THE SERVICE OF**  
**AIR CANADA**  
**AS REPRESENTED BY**  
**THE CANADIAN AIR LINE PILOTS ASSOCIATION**

**Effective April 2, 1993**

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Deletions to previous contract are indicated by an arrow: ←





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**PREAMBLE**

This Agreement is made and entered into by and between Air Canada, hereinafter known as the "Company" and the Airline Pilots in the service of Air Canada, as represented by the Canadian Air Line Pilots' Association, hereinafter known as the Association.

In making this Agreement, the parties hereto recognize that compliance with the terms of the 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.

It is hereby mutually agreed:

**ARTICLE 1 - RECOGNITION**

1.01 The Canadian Air Line Pilots' Association has furnished to the Company evidence that a majority of the Air Line Pilots employed by the Company have designated the Association to represent them and in their behalf negotiate Agreements with the Company as to hours of service, wages, and other employment conditions covering the pilots in the employ of the Company.

This Agreement contemplates that pilots shall devote their entire professional flying service to the Company.

**ARTICLE 2 - DEFINITIONS**

As used in this Agreement, all masculine pronouns shall be read to include the feminine, the term:

2.01 "Pilot" means Captain, Reserve Captain, First Officer, Reserve First Officer, Second Officer, and Reserve Second Officer, as defined herein.

2.02 "Reserve Pilot" means a Reserve Captain, Reserve First or Reserve Second Officer who has been checked out and designated to serve as such by the Company in the applicable status, but who does not currently hold a block selection at the base.

- 2.03 "Captain" means a pilot who is in command of the aircraft and its crew members while on flight duty, and who is responsible for the manipulation or who manipulates the flight controls of an aircraft while under way, including the take-off and landing of such aircraft and who is properly qualified and designated by the Company as a Captain and holds current effective Ministry of Transport or other governmental certificates authorizing him to serve as such pilot.
- 2.04 "First Officer" means a pilot who is second in command of an aircraft and its crew members while on flight duty and whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft, and who is properly qualified to serve as and holds currently effective Ministry of Transport and other governmental certificates authorizing him to serve as such First Officer.
- 2.05 "Second Officer" means a pilot who is third in command of the aircraft and its crew members while on flight duty and whose duty is to assist the Captain and First Officer, and who is properly qualified, according to Company requirements, to serve as such, and who holds currently effective Ministry of Transport and other governmental certificates including a valid Commercial Pilot Licence authorizing him to act in this capacity;
- 2.06 "Day Flying" means all flying between the hours of 6:00 a.m. and 6:00 p.m. Standard Time, and "Night Flying" means all flying between the hours of 6:00 p.m. and 6:00 a.m. Standard Time. In all cases, the time of departure used herein shall be the time of block departure of the airplane. When changes in the regional time occur in flight, the regional time at the station of last take-off shall be used in computing the day and night flying time for that leg of the trip.
- 2.07 "Flight Pay" or "Flying Pay" means hourly base pay, hourly, mileage, gross weight, overseas and nav-aid pay if applicable, on scheduled and extra sections flights and the following non-scheduled flights, namely: publicity, charter, scenic; attempts; re-routed flights; ferries; engine, instrument, plane and radio test flights; experimental, survey, proving and airway aid test flights; for which pilots receive pay in accordance with pay differentials outlined in this Agreement.
- 2.08 "Block Selection" means a monthly unit of flying time within a pilot base not exceeding seventy-eight (78) hours. "Blockholder" means a pilot who currently holds a block selection at his base.
- 2.09 "Monthly Assignment" means the block selection or reserve duty selection awarded to a pilot.
- 2.10 "Block to Block" means the elapsed time between actual ramp departure and ramp arrival.

- 2.11 "Vacancy" means an available pilot position.
- 2.12 "Base" or "Domicile" means a station which is the common domicile of a pilot or group of pilots from which scheduled and non- scheduled flying is accomplished.
- 2.13
  - .01 "Pilot Status" means the pilot capacity in which a pilot is serving, i.e., Captain, First Officer or Second Officer.
  - .02 "Equipment Status" means the equipment and pilot status which a pilot holds in his monthly assignment, e.g. DC-9 First Officer, etc.
  - .03 "Adversely Affected Pilot" is one who is to be reduced in bid status.
- 2.14 "Month" for the purpose of pay and flight time limitation shall be as laid down in (.01) to (.12) following:
  - .01 January shall be the period January 1 to January 30 inclusive (30 days).
  - .02 February shall be the period January 31 to March 1 inclusive (30 days; in a leap year, 31 days).
  - .03 March shall be the period March 2 to April 1 inclusive (31 days).
  - .04 April shall be the period April 2 to May 2 inclusive (31 days).
  - .05 May shall be the period May 3 to June 1 inclusive (30 days).
  - .06 June shall be the period June 2 to July 1 inclusive (30 days).
  - .07 July shall be the period July 2 to July 31 inclusive (30 days).
  - .08 August shall be the period August 1 to August 30 inclusive (30 days).
  - .09 September shall be the period August 31 to September 29 inclusive (30 days).
  - .10 October shall be the period September 30 to October 30 inclusive (31 days).
  - .11 November shall be the period October 31 to November 30 inclusive (31 days).
  - .12 December shall be the period December 1 to December 31 inclusive (31 days).

- 2.15 "Year" means a complete calendar year.
- 2.16 "Overseas Operations" means any flying operation conducted from any point on the North American continent to any landing point more than four hundred and thirty-five (435) nautical miles outside the boundary of said North American continent; or any flying operation conducted between any points more than four hundred and thirty-five (435) nautical miles outside such boundary; and such other flying operations not now included herein which may be mutually agreed upon between the Company and the Association to be overseas operation. For the purpose of this Agreement, the line in red shown on map signed by and filed with both parties to this Agreement on April 3, 1981, shall be deemed to be a line four hundred and thirty-five (435) nautical miles outside the boundary of the North American continent. All points and places shown as outside the red line on this map shall be deemed to be more than four hundred and thirty-five (435) nautical miles outside the boundary of the continent and all points shown as inside the red line on the said map shall be deemed to be within four hundred and thirty-five (435) nautical miles of the boundary of the continent.
- 2.17 "Domestic Operations" means all flying operations not specifically defined as overseas operations.
- 2.18 "System" means all flying operations conducted by the Company.
- 2.19 "Mile" means a nautical mile of 6,080 feet.
- 2.20 "Voluntary Makeup" is flying offered to and accepted by a pilot and for which he is legal. Such flying may be at or away from a pilot's domicile. Such flying may take place preceding, during or as an extension of a duty period, and in accordance with the limitations outlined in Article 17 of this Agreement, or may take place during what would otherwise be off-duty time.
- 2.21 "Draft" is the involuntary assignment of a pilot to flight duty for which he was not scheduled.
- 2.22 "Service as a Pilot (line service]" for the purpose of this agreement shall commence upon completion of a pilot's initial training with the Company or a period of ninety (90) days from commencement date of pilot training, whichever occurs first. However, if the period of pilot training extends beyond ninety (90) days through no fault of the Company the actual date of completion of training will apply.
- 2.23 Co-Terminal - Those airports serving the same metropolitan area into which the Company operates.
- 2.24 "System Seniority" is seniority as per the Pilots' System Seniority List.

**2.25 Reserve 48 and 96 Hour Off-Duty Period**

- .01 Regular 48** -A forty-eight (48) hour off-duty period which is scheduled four times per month: twice as separate 48 hour periods and twice in conjunction with optional 48 hour periods [i.e., two ninety-six (96) hour off-duty periods].
- .02 Optional 48** - A scheduled forty-eight (48) hour off-duty period which a pilot may choose to work.
- .03 Guaranteed 48** - A regular forty-eight (48) hour off-duty period which shall not be subject to change, except as provided in Article 17.07.
- .04 96 Hour Off-Duty Period** - An off-duty period in which one forty-eight (48) hour period therein shall be the Regular forty-eight (48) hours and the other forty-eight (48) hours shall be the Optional forty-eight (48) hours.

**NOTE:** All pay parameters in Articles 3, 4, 5, 6 and 8 are reduced from the April 2, 1993 rates of pay as follows:

Effective August 1, 1993: -5%  
Effective August 1, 1994: -2%  
Effective January 31, 1995: return to April 2, 1993 rates of pay.

**ARTICLE 3 - HOURLY BASE PAY - ALL PILOTS**

- 3.01** Each pilot shall receive either an hourly base pay to be included as a component of flying pay or salary where indicated in accordance with his total accredited service with the Company as a pilot as indicated below. Second Officers will progress to tenth year hourly base pay. Captains and First Officers to twelfth year.

<u>J &amp; g &amp; -</u>	<u>April 2, 1993</u> <u>Per Week</u>
1-12th Month	● \$564.23
13-24th Month	* \$702.16
25-36th Month	. \$782.39

\* Salary (all other figures are hourly base pay)

	<u>Per Hour</u> <u>April 2, 1993</u>
3rd Year	\$16.86
4th Year	\$18.22
5th Year	\$19.53
6th Year	\$20.91
7th Year	\$22.23
8th Year	\$23.64
9th Year	\$24.97
10th Year	\$26.33
11th Year	\$27.66
12th Year	\$29.01

- 3.02 In the event a First Officer or Reserve First Officer is promoted to status of Reserve Captain or Captain during his second year of service with the Company as a pilot, his hourly base pay will be as follows:

Effective April 2, 1993: \$15.52 per hour

- 3.03 Accredited service for pay purposes shall not accrue:

- .01 during any period of furlough;
- .02 during that portion of any continuous leave of absence without pay in excess of thirty (30) days; except that
  - .01 leaves granted to permit attendance of pilots at conferences with the Company will be considered as continuous service, and
  - .02 leaves granted to permit pilots to attend any conferences with Company permission will be considered as continuous service.

#### ARTICLE 4 - HOURLY PAY - CAPTAINS

- 4.01 In -addition to hourly base pay, each pilot when serving as Captain shall be paid hourly flying pay at rates based upon the equipment flown and whether such flying is day or night, as follows:



	<u>April 2, 1993</u>	
	<u>Day</u>	<u>Night</u>
DC-9	\$60.7571	\$79.5730
B-727	\$61.7908	\$80.6068
A-320	\$69.7552	\$88.5713
DC-8	\$63.5979	\$83.2388
B-767	\$65.2235	\$84.9913
L-1011	\$63.7433	\$83.0096
B-747	\$70.2488	\$91.5944
B-747-400	\$75.2873	\$94.1032

ARTICLE 5 - MILEAGE PAY - CAPTAINS

**5.01** Each pilot, when serving as Captain shall, in addition to other rates compensation stipulated in this Agreement, be paid mileage pay based on the speed of the aircraft being flown as specified in Article **5.02** as follows:

Effective April **2, 1993: 7.3895¢** per mile

**5.02** The speed for mileage purposes shall be **470** knots for Douglas **DC-9** series and **Airbus A-320** series, **485** knots for Douglas **DC-8** series, Boeing **727** series and Boeing **767** series, **530** knots for Lockheed **1011** and Boeing **747** series aircraft.

**5.03** Total mileage shall be computed by multiplying the total number of hours credited as flown (schedule time or actual time, whichever is greater) during the month by the rated speed of the aircraft flown as stipulated in Article **5.02**.

ARTICLE 6 - GROSS WEIGHT PAY - CAPTAINS

**6.01** Each pilot when serving as Captain shall be paid, in addition to other rates of compensation stipulated in this agreement, gross weight pay in accordance with the maximum certificated gross weight of the Company's aircraft as follows:

Effective April **2, 1993: 7.3895¢** per hour

for each **1,000** pounds of the certified gross weight of the aircraft for each hour flown.

For the purpose of computing maximum gross weight pay, the total weight figure to the nearest **1,000** pounds shall be used.

6.02 For the purpose of this Article, gross weight of airplanes for pay as follows:

	<u>Pounds</u>
Douglas DC-9 .....	108,000
Boeing 727 .....	197,000
Airbus A-320 .....	162,000
Douglas DC-8 .....	355,000
Boeing 767 .....	335,000
Boeing 767-300 .....	407,000
Lockheed 1011 .....	469,000
Boeing 747 .....	743,000
Boeing 747-400 .....	833,000
	870,000 31/10/93

NOTE: For calculation of minimum guarantee, including sliding scale:

B-767 .....	355,000
L-1011 .....	481,000

#### ARTICLE 7 - PAY - GENERAL

- 7.01 In computing the hours of pilots for flying pay purposes on all types of flights for which flying pay is applicable, the published schedule time from block to block for the equipment being flown or the actual time from block to block, whichever is greater, shall be used. Where there is no published schedule in effect for the equipment being flown, then the block to block times established for planning purposes shall be considered as the schedule time for pay purposes. In the case of ahead-of-schedule arrivals on any flight leg for which bonuses and/or special credits apply, the credits shall be calculated as though the last flight leg actually flown was flown according to schedule.
- 7.02 When a change in calendar date occurs enroute, the pilot's originating date shall be considered the date on which date the flight was made and to which date all time for the flight shall be credited. In the event of delayed operations at the end of a month, the pilot's scheduled originating date shall be considered the date on which the flight was made and to which all credits for the flight shall be applied.
- 7.03 Each pilot shall be credited with the greater of his minimum guarantee, or his actual flight time and credits, to a maximum of seventy-eight (78) hours in any one month.
- .01 In calculating a pilot's monthly pay, day and night time shall be credited to the pilot as earned up to seventy-eight (78) hours or his prorated monthly maximum, whichever is less. The excess, if any, over seventy-eight (78) hours shall be credited to the pilot's bank.

- .02 When a pilot's monthly flight time and credits is less than seventy-eight (78) hours under the provision of Article 7.03, any credit in his bank will be used to increase his flight time and credits up to a maximum of seventy-eight (78) hours, and his bank will be debited by the amount credited for pay purposes. Under this provision, for all pilots, including those on flat salary, the bank credit shall be applied to the minimum guarantee hours specified in Article 10.
  - .03 When a pilot's bank is debited, the time credited to the pilot shall be night, domestic, at maximum gross weight of the equipment for which the credit applies.
  - .04 Notwithstanding the provisions of Article 7.03, the total earned overseas operations and **nav-aid** pay will be credited to the pilot in the month in which the flight originated.
  - .05 In the event of leave of absence without pay, off-duty status without pay, leave of absence in the case of sickness, furlough, or termination of employment as a pilot, a pilot may elect to have his pay adjusted to include any remaining bank credit.
  - .06 In the event of equipment conversion and/or a change in pilot status, bank credits will be carried forward and converted to hours and minutes in relation to the pilot's new equipment and/or status rates.
  - .07 When **an** overseas flight or flight sequence is dropped in accordance with the provisions of Article 17.14, all overseas operational pay and **nav-aid** pay will be paid to the pilot as if the flight or flight sequence has been flown according to schedule.,
- 7.04 In the event a flight(s) overlaps the end of the month, time shall be paid in the originating month up to seventy-eight (78) hours, the remainder shall be credited to the pilot's bank.
- 7.05 **Captain Serving as First Officer or Second Officer** - When a pilot holding a Captain monthly assignment is assigned at the request of the Company to serve as a First Officer or Second Officer, he shall, in addition to his hourly base pay, receive hourly, mileage, gross weight, and overseas pay, and any other pay/credits, if applicable, at Captain rates, except as otherwise provided in this Agreement.
- 7.06 **First Officer Serving as Second Officer** - When a pilot holding a First Officer monthly assignment is assigned at the request of the Company to serve as a Second Officer, he shall, in addition to his hourly base pay, receive hourly, mileage, gross weight, and overseas pay, and any other pay/credits. if applicable, at First Officer rates, except as otherwise provided in this Agreement.

7.07 First Officer Serving as Captain - When a pilot holding a First Officer monthly assignment flies as Captain during the month, his flight pay for the month will be the greater of 7.07.01 or 7.07.02.

.01 Captain minimum guarantee for the month in accordance with Article 10.06; OR

.02 His actual flight pay during the period served as a First Officer, plus, during the period served as Captain, or Reserve Captain, the greater of:

.01 his actual flight pay;

.02 the flights in his First Officer block as though they had been flown according to schedule during the period.

7.08 Second Officer Serving as First Officer-When a pilot holding a Second Officer monthly assignment flies as a First Officer during the month, his flight pay for the month will be the greater of 7.08.01 or 7.08.02.

.01 First Officer minimum guarantee for the month in accordance with Article 10.07; OR

.02 His actual flight pay during the period served as a Second Officer, plus, during the period served as a First Officer, the greater of;

.01 his actual flight pay;

.02 the flights in his Second Officer block as though they had been flown according to schedule during the period.

7.09 A monthly pay advance in the following amounts will be distributed on approximately the 5th day of each month.

Captains:	\$2,500
First Officers:	\$2,000
Second Officers:	\$1,500

The advance will be applied against the subsequent pay cheque distributed later in the month.

**ARTICLE 8 - OVERSEAS OPERATIONS PAY-CAPTAINS, FIRST OFFICERS, SECOND OFFICERS**

8.01 Each pilot when serving as Captain, who flies on the Company's overseas operations shall, in addition to other rates of compensation outlined in this Agreement, be paid for each hour of such flying during the month as follows:

Effective April 2, 1993: \$8.3905

8.02 Each First Officer who flies on the Company's overseas operations shall, in addition to other rates of compensation outlined in this Agreement, be paid for each hour of such flying during any month as follows:

Effective April 2, 1993: \$4.5760

8.03 Each Second Officer who flies on the Company's overseas operations shall, in addition to other rates of compensation outlined in this Agreement, be paid for each hour of such flying during any month as follows:

Effective April 2, 1993: \$3.0511

8.04 The provisions of Article 8 of this Agreement shall apply only to those pilots who receive compensation under the formula pay system.

**8.05 Nav-Aid Pay**

Each pilot, when serving as Captain, First Officer or Second Officer, who flies on a route segment where a navigator has been or would have been required shall be paid, in addition to other rates of compensation, for each hour as follows:

	Effective <u>April 2, 1993</u>
Captains	\$7.6278
First Officers	\$3.8137
Second Officers	\$2.2880

**NOTE:** Nav-aid pay is included in the pay rates for the B747-400, B747, L1011, B767 and DC8 aircraft.

ARTICLE 9 - FLYING PAY - FIRST OFFICERS AND SECOND OFFICERS

- 9.01 First Officers with two (2) or more years service as a pilot with the Company, and Second Officers with more than three (3) years of service with the Company, shall receive, for each hour flown, such hourly base pay as specified in Article 3, plus the following percentage of Captain hourly mileage and gross weight pay in accordance with the following table:

First Officers Years of Service <u>as Pilot</u>	Second Officers Percentage of <u>Captain Flying Pay</u>	Percentage of Captain <u>Flying Pay</u>
Third Year	47.2%	
Fourth Year	49.2%	37.2%
Fifth Year	51.2%	38.2%
Sixth Year	53.2%	39.2%
Seventh Year	55.2%	40.2%
Eighth Year	57.2%	41.2%
Ninth Year	59.2%	42.2%
Tenth Year & thereafter	61.2%	43.2%

- 9.02 In computing the hours of First Officers and Second Officers, for flying pay purposes, the method used shall be as outlined in Article 7.01.

ARTICLE 10 - MINIMUM GUARANTEE

- 24/3  
10.01 Each pilot flying other than **B-747-400, B-747, L-1011, B-767, DC-8** or **B-727** equipment, except First Officers and with less than two (2) years of service and Second Officers with less than three (3) years of service as a pilot with the Company, shall be paid a minimum monthly guarantee consisting of hourly base pay, hourly, mileage and gross weight pay in accordance with his equipment status, for sixty-four (64) hours, 30 minutes (64:30) of flying, one-half (1/2) day, and one-half (1/2) night.

- 10.02 Each pilot flying **B-747-400, B-747, L-1011, B-767, DC-8** or **B-727** equipment, except First Officers with less than two (2) years of service and Second Officers with less than three (3) years of service as a pilot with the Company, shall be paid a minimum monthly guarantee consisting of hourly base pay, hourly mileage and gross weight pay in accordance with his equipment status, for sixty-four hours, 30 minutes (64:30) of flying, one-half (1/2) day, and one-half (1/2) night including applicable overseas and Nav-aid pay, for the purpose of the guarantees the following weights and overseas pay hours shall be:

<u>Equipment Type</u>	<u>Weight</u>		<u>Overseas Pay Hours</u>	<u>Nav-Aid Hours</u>
B-747-400	833,000		71	
	870,000	31/10/93	71	
B-747	743,000		71	
L1011	481,000		71	
B-767	355,000		71	
B767-300	407,000		71	
DC-8	355,000		71	
B-727	197,000		3	3

**10.03** In the event that aircraft other than **B-747-400, B747, L-1011, B-767, DC-8** or **B-727** equipment are flown on overseas routes a minimum guarantee shall be established in accordance with the ratio of overseas/domestic hours to be flown.

**10.04 .01** When a pilot holds a reserve assignment for the complete month, his minimum guarantee will be increased in accordance with his flight time credits as follows:

<u>Flight Time Credits</u>	<u>Minimum Guarantee</u>
0:00 - 39:00	64:30 hours
39:01 - 49:00	66:30 hours
49:01 - 59:30	69:00 hours
59:31 - 70:00	71:46 hours
70:01 - 73:45	73:46 hours

**.02** When a pilot holds a reserve assignment for less than the complete month due to training, vacation, sickness, furlough or leave of absence without pay, the sliding scale shall be applicable and pro-rated on a daily basis.

**10.05** A pilot's minimum monthly guarantee shall be prorated on a daily basis during the month when:

**.01** A pilot on flat salary changes to flight pay.

**.02** A pilot on flight pay is completely removed from or replaced on the payroll, or, during any period a pilot is removed from duty as described in Article **18.02**.

**.03** A First Officer is initially promoted to Captain status.

- 10.06** First Officer Qualified as Captain - When a First Officer qualified as a Captain is designated as a Captain during a calendar month, he shall be considered to be a Captain for the entire month for purposes of determining his minimum monthly guarantee, except that a pilot shall not be considered as being designated as a Captain should he be flying solely as a result of having been scheduled out as a Captain in the previous month. A pilot's guarantee under the latter circumstances will be prorated on a daily basis.
- 10.07** Second Officer Qualified as First Officer - When a Second Officer qualified as a First Officer is designated as a First Officer during a calendar month, he shall be considered to be a First Officer for the entire month for the purpose of determining his minimum monthly guarantee, except that a pilot shall not be considered as being designated as a First Officer should he be flying solely as a result of having been scheduled out as a First Officer in the previous month. A pilot's guarantee under the latter circumstances will be prorated on a daily basis.
- 10.08** When a pilot flies more than one type of equipment during a month his minimum guarantee shall be based on the higher rated equipment except as provided in Article 14.
- 10.09** When a pilot is required by the Company to stand reserve on more than one type of equipment during a month, his minimum guarantee shall be based on the higher rated equipment, plus any overseas differential which may apply.
- 10.10** Should a pilot elect and be permitted to maintain dual competency, his minimum guarantee shall be prorated on the basis of Article 10.09.
- 10.11** Except as otherwise provided in this Agreement, a pilot shall be paid his actual flight pay earnings, or his minimum guarantee, whichever is greater. In cases where the minimum guarantee has been prorated during a month, a pilot shall be paid his actual flight pay earnings or the sum of his prorated guarantee, whichever is the greater.
- 10.12** When a pilot who does not hold a block selection does not fly during the month, his guarantee for such month shall be based on his position for the month in question.
- 10.13** The monthly guarantee provided for in this Article shall not apply to those pilots who are unable to fly because all or part of the Company's aircraft are grounded for reasons beyond the Company's control.
- 10.14** If the Company's aircraft are grounded for reasons beyond the Company's control, pilot's competency on their former aircraft type will be renewed as soon as practicable and for bidding purposes will be considered as not having lapsed.



## ARTICLE 11 - MISCELLANEOUS FLYING

11.01 Irregular Operations - A pilot may be removed or displaced from a flight or flights in his block, removed from his monthly assignment and reassigned to another flight or to another block or to reserve duty as outlined below for the purpose of providing relief during irregular operations or as a result of the Company's training requirements. A pilot affected by the provisions of this Article will be returned to his normal assignment as soon as practicable.

Notwithstanding the provisions of Articles 11.03 and 11.04, a pilot will not be considered displaced or removed from his flight except when he is legal and in position to operate that flight.

### 11.02 Removal From a Block Selection

.01 A pilot may be removed from his complete block selection at Company request and assigned to reserve duty or another block on the same equipment and in the same status. A pilot who is assigned to reserve duty will stand reserve only on the calendar days on which he would have been working according to his block. Such reserve days will be designated as being from 0001 to midnight, inclusive or as agreed locally. The forty-eight (48) hour designated off-duty periods while on reserve will coincide with the designated off-duty periods of the block from which he was removed.

.02 If a pilot is called for duty during such a reserve duty period and is required to operate a flight or flights that extend into what would normally have been days off, reinstatement of time off will be made immediately on return to home base. If the days off cannot be reinstated before the month ends, the pilot will not be required to operate the flight(s).

.03 For pay purposes only, a pilot who is removed from his complete block selections as described in 11.02.01 and 11.02.02 shall be paid for the flights in the block from which he is removed as if they had been flown according to schedule, his actual flying pay, or his minimum guarantee, whichever is the greater. For flight time limitations such pilot will be credited with his accumulated block time or accumulated actual time whichever is the greater.

.04 A pilot, holding a block selection who is assigned to reserve duty under the terms of 11.02.01 and 11.02.02 shall be permitted to enter his name in makeup and take open flying to increase his block flying time projection within the limitations of Article 17.01 provided he would have been legal for such flying if still assigned to his original block selection. Such makeup shall not be permitted during periods of reserve duty or on designated forty-eight (48) hour off-duty periods in the reserve duty selection to which he is assigned.

**11.03 Move-Up - A pilot may, due to the needs of the service, be removed from a flight or flights in his block and assigned to another flight or flights.**

He shall receive flying pay for the actual flying performed or for the flights in his block as if flown according to schedule, whichever is greater. Flight time credit will be in accordance with the flight for which flying pay is applicable regardless of the actual amount of flying performed.

**11.04 Displacement From a Flight or Flights - A pilot may be displaced from a flight or flights in his block. A pilot so displaced shall:**

- .01 be released from all duties;**
- .02 be paid for such flight or flights as if they have been flown according to schedule, and shall be credited with such flight time for the purpose of flight time limitations;**
- .03 be permitted to go on immediate makeup during the time remaining until the period covered by the next regular makeup list.**

**11.05 Removal From Monthly Assignment**

- .01 A pilot may be removed from his monthly assignment or part thereof, and assigned to other equipment in the same or different status.**
- .02 A pilot so assigned shall, subject to the timing of such assignment, permitted to exercise his seniority on the newly assigned equipment for bidding of monthly block awards; otherwise, he shall be assigned to reserve duty. The forty-eight (48) hour designated off-duty periods and days off should coincide with the designated off-duty periods of the block from which he was removed. If a pilot is called for duty during such reserve period and is required to operate a flight or flights into what would have normally have been days off, reinstatement of time off will be made immediately on return to home base. If the days off cannot be reinstated before the month ends, the pilot will not be required to operate the flight(s). At his option, when a pilot is removed from his "Monthly Assignment" and if his seniority on the new equipment would entitle him to be a blockholder, he shall be permitted to pre-select sufficient flying from the open time to build a normal block.**
- .03 Pay for such assigned pilot shall be the greater of:**
  - .01 the flights in his block from which he is removed as if they had been flown according to schedule, or if removed from a reserve assignment the minimum guarantee for that equipment; OR**

.02 the minimum guarantee for the equipment and status to which he has been assigned; OR

.03 the actual flying performed.

11.06 Serving Out of Status - A pilot holding a reserve assignment may be assigned, due to the needs of the service, to a flight or flights in another status on the same equipment. Pay for such flights shall be in accordance with the provisions of Articles 7.05, 7.06, 7.07, or 7.08, as applicable.

11.07 Drafting - If a pilot loses flying time because of over-projection of his monthly flying as a direct result of a draft, he shall be paid and receive flying time credit for the greater of:

.01 the flying which he lost due to the over-projection, OR

.02 the flying for which he was drafted.

11.08 .01 When a pilot is involuntarily assigned to flight duty, during one of his scheduled days off at his home base and such assignment results in a reduction to the number of scheduled days off, he will be entitled to replace the day or days off lost by dropping a flight (or flights) from his block, provided:

.01 the flight can be dropped without reducing the pilot's projected flying time below sixty-four hours thirty minutes (64:30), and

.02 reserve coverage is available to operate the flight (or flights) to be dropped.

.02 If a pilot loses flying time because of block flights missed as a direct result of a draft, he shall be paid and receive flying time credit for the greater of such flying as if it had been flown according to schedule or the flying for which he was drafted.

11.09 A blockholder who had already been awarded an open flight or flights before he was drafted and is unable to fly the flight or flights because of such draft shall be paid and receive flying time credit for the greater of such flying as if it had been flown according to schedule or the flying for which he was drafted.

11.10 Minimum Pay - Irregular Operations - When a pilot is requested to and reports to the airport to fly and for reasons beyond his control fails to fly, he shall receive a minimum of two (2) hour's credit for flight time limitation purposes, and a minimum of two (2) hour's flight pay (regular salary in the case of a pilot with less than two (2) years of service) for the equipment flown, or for which he was scheduled to fly. The provisions of this paragraph shall not apply to training, practice or local check flights. The above mentioned two (2) hour flight pay will be paid at one (1) hour day and one (1) hour night.

#### 11.11 Supervisory Flying

.01 Revenue flying equal to two hundred and forty (240) hours annually times the number of supervisory pilots may be selected and flown by such pilots, in addition to any non-revenue flying. Temporary supervisors annual allotment will be limited to the number of months of temporary assignment multiplied by twenty (20) hours in any calendar year.

.02 The flying specified in Article 11.11 .01 above may be taken from open flying or from block selections.

When block selections are required for supervisory flying, the block selections shall be bid and awarded in accordance with the system seniority of individual supervisors, with the provision that supervisors on each type of equipment shall bid in rotation, and further provided that flights in the awarded block(s) may be flown by any supervisor.

.03 The number of blocks awarded to flight supervisors at any base shall be limited for each equipment type to five percent (5%) of the number of crews on the equipment type that are at the base. Values of (0.5) or greater shall be rounded up to the next whole number.

.04 A supervisory pilot shall not be prevented from completing a pairing as a result of the limitations specified herein.

.05 When a supervisory pilot is taking all or part of his flying from open flying, he may select in accordance with his seniority, along with Reserve pilots, any open flying remaining available after the award of open time to blockholders on make-up has been completed.

.06 Notwithstanding any of the provisions of this Article, any supervisory pilot may fly any flight for which there is no regular line pilot available. Such flights will be included in the annual maxima specified in Articles 11.11.01.

- .07 A pilot may be removed from his flight by a supervisory pilot, provided that in such cases the pilot shall, in addition to base pay, be paid and credited for flight time limitation purposes for the flight as if it had been flown according to schedule.
- .08 Second Officer supervisory flying time will only be accumulated and used as Second Officer time. Second Officer supervisors may only take open time from the Second Officer open time.

#### **11.12 Voluntary Makeup**

- .01 A pilot shall be legal for makeup during a month to the extent that he would be legal for his last pairing of the month.
- .02 A blockholder, upon notification of loss of flying time during all periods not covered by block protection under Articles 11.13 to 11.17 shall be permitted, at his option, to **recover** such loss under the following provisions:
  - .01 use of voluntary make-up (Article 11.12.01),
  - .02 **pre-selection** of open time. This option must be exercised within **48** hours of notification, or the return to home base whichever is later. The option to **pre-** select may not interfere with the awarding of flights to be covered by the next regular makeup list.

**11.13 Loss of Flight Time (Pay) Protection** - When a blockholder loses flying time, including **pre-selected** and/or awarded open flying, from his block during the last seven (**7**) days of the month because of consolidation, cancellation, substitution, **misconnection**, or operational reasons, he will be entitled to pay protection subject to the provisions of Articles **11.14, 11.15, 11.16** and **11.17**.

**11.14** When it becomes known that a blockholder is eligible for pay protection under Article **11.13**, the Company shall determine and advise the pilot whether he will be required to fly the balance of his interrupted flight sequence, whether he will be requested to accept assignment to open flying time, or whether he will be requested to make himself available for make-up. Flat salary pilots are not eligible to apply the option of refusing an assignment under **11.14.01, 11.14.02** and **11.16**.

**.01 Assignment to Open Time**

Such pilot may be offered any flight or flights from open time in the last seven (7) days of the month for which he is legal and which will not reduce the number of calendar days off below the total number remaining to the pilot in the last seven (7) days. Should the pilot refuse this offer of open time, he will not be entitled to pay protection for the flying time lost.

**.02 Make-Up**

When such pilot is not requested to fly under the provisions of Article 11.14.01, he will be expected to make himself available for make-up (including immediate makeup) for flights which depart no earlier than four (4) hours prior to the scheduled departure time of his missed flight or flights, or arrive no later than four (4) hours after the scheduled arrival time of the missed flight or flights. Should such pilot not make himself available for make-up or refuse any offer of open time for which he is legal, he will not be entitled to pay protection.

- 11.15** A pilot who is entitled to pay protection under the provisions of Article 11.13, shall be paid and receive flying time credit for the actual flying performed or for the flights in his block as if flown according to schedule, whichever is greater.
- 11.16** Notwithstanding the provisions of Article 11.14.01, when it becomes known early in the month that a pilot will be eligible for pay protection under the provisions of Article 11.13, a pilot may be offered open time for which he is legal prior to the last seven (7) days of the month. Should the pilot refuse this offer of open time, he will remain entitled to pay protection for the flying time lost, subject to the provisions of Article 11.14.
- 11.17** Pay protection under the provisions of Articles 11.13, 11.14, 11.15 and 11.16 shall be applicable during the last fourteen (14) days of the month because of cancellation of all flying other than scheduled passenger flights or ferry/placement flights associated with scheduled passenger flights. Entitlement to such pay protection will be in accordance with the provisions of Articles 11.13, 11.14, 11.15 and 11.16 except that seven (7) days shall become fourteen (14) days.
- 11.18** When, because of vacation or training, a pilot is not eligible for pay protection during the last seven (7) days of the month (fourteen days under provision of Article 11.17), the pay protection period shall be the seven (7) days (14 days under 11.17) immediately prior to commencement of the vacation or training period.

When a pilot's vacation or training period does not extend to the end of the month, he shall be eligible for pay protection as above provided the pilot has no flying to be protected following the vacation or training. These provisions will also apply if any flying in the period remaining at the end of the month has been dropped according to Article 18.02 (optional 48).

- 11.19** It may be necessary to award (assign) flying in advance of the normal award period for special visa, medical or security requirements.

Should a pilot be required to surrender his passport for visa requirements, he will be offered any other flying which will not make him illegal for the flying awarded (assigned) in advance. Should the other flying require the pilot to be in possession of a valid passport, the pilot will be displaced from the other flying. A pilot so displaced may be assigned to other flying which will not interfere with the flying awarded (assigned) in advance. Flights assigned may be any flying that operates during the same duty period as the displaced flying.

The pilot will be paid and flight time credited for the displaced flying or the flying actually operated, whichever is greater. The provisions of this Article do not apply to a pilot who has been given adequate notification and opportunity to meet the necessary requirements and has failed to do so.

- 11.20** Flying that becomes available as a result of bereavement leave, compassionate leave, or jury duty may be assigned at Company discretion to Reserve pilots, or at Company discretion may be made available to pilots on make-up.

## ARTICLE 12 - DEADHEADING

- 12.01** When a pilot not on flat salary deadheads under Company orders, he shall receive one half (1/2) credit for flight time limitation and pay purposes, one half (1/2) day, one half (1/2) night, based on the actual deadhead time or scheduled time, whichever is the greater, on the flight on which the deadhead took place between the originating and terminating point of the deadhead trip (or computed time where no schedule exists). Pay and credits to be based on pilots present equipment and status. All reserve pilots will receive pay and flight time credit for deadheading when awarded a flight by the Company in which deadheading occurs. When a pilot on flat salary deadheads under Company orders, such deadhead time shall be credited towards his monthly flight time. Pay and credits for deadheading on other than Air Canada flights will be based on published scheduled times.

- 12.02 When a pilot deadheads to his home base as a result of flight consolidation, cancellation, substitution or misconnection, he shall receive full credit for pay purposes one half (1/2) day, one half (1/2) night, based on the actual deadhead time or scheduled time, whichever is the greater, on the flight on which the deadhead took place between the originating and terminating point of the deadhead trip (or computed time where no schedule exists). Credit for flying time limitations will be in accordance with the provisions of 12.01.
- 12.03 A pilot may be required to deadhead to fly the balance of the flight or flights in his block (or assigned or awarded flight or flights) when a portion of the flight is missed because of consolidation, cancellation, substitution or misconnection. Deadhead pay and flight time credits in accordance with Article 12.02 and special duty time and trip time guarantees in accordance with Article 17.12 shall apply.
- Under this provision, a pilot will be required to deadhead to protect the flights in his block except when a double deadhead would result; however, in order to protect reserve coverage, a pilot may be required to deadhead to protect flights in his block even though a double deadhead results.
- 12.04 When a pilot is not required to deadhead to fly the balance of the flight or flights in his block following consolidation, cancellation, substitution or misconnection, he may elect to deadhead in order to fly any flights in his block for which he is legal; however, deadhead pay and credits shall not apply and the special duty time and trip time guarantees shall be applicable only for the flights actually flown. Deadheading, under this provision, may be done only on Company flights and only to domestic terminals.
- 12.05 When a pilot who is a blockholder elects to fly open time which includes deadheading, deadhead pay and credits shall be allowed in accordance with Article 12.01. The special duty time and trip time guarantees shall be applicable.
- 12.06 No pilot in service with the Company will be required to deadhead on a freighter aircraft on a planned basis.
- 12.07 A pilot will not normally be required to deadhead during the silent hours if other Air Canada flights are available. Guarantees will be calculated as if the deadhead actually took place on the flight available during the silent hours.
- 12.08 For the purpose of deadheading to simulator at another base DC-9 rates of pay are applicable in addition to any minimum monthly guarantee or cap.



ARTICLE 13 - NEW EQUIPMENT

13.01 The hourly, mileage and gross weight rates specified in this Agreement apply only to the equipment specified herein. One (1) year prior to the anticipated date of introduction of a new type of equipment to regular airline operation and regardless of the provisions of Article 36 of this Agreement, conferences may be requested by either party the purpose of negotiating rates of compensation, rules and working conditions which shall apply to such equipment. Conferences shall begin within thirty (30) days after a request for a conference has been made, unless otherwise mutually agreed upon between the Company and the **Association**. Failing settlement, provisions of the Canada Labour code will apply. No vacancies will be posted until all pay rates, rules and working conditions associated with the new equipment have been established.

ARTICLE 14 - TRAINING AND RELOCATION PAY

14.01 Training - When removed from his monthly assignment for equipment **conversion** training (ground school, simulator, flight training and line indoctrination), a blockholder shall be paid for the flights in his block as if they had been flown according to schedule (regular salary in the case of a pilot on flat salary) and shall be credited with such flight time for the purpose of flight time limitations.

14.02 When a pilot is removed from his reserve assignment for equipment conversion training (ground school, simulator, flight training and line indoctrination), he shall receive flying pay as follows:

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.01 When assigned to training for the entire month, such pilot shall be paid the greater of

.01 his minimum guarantee for the month; OR

.02 his daily average flying pay during the previous three (3) block months, including overseas and **nav-aid** pay (exclusive of leave of absence without pay). This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases.

.02 When assigned to training for part of a month, such pilot shall receive pay as calculated in Article 14.02.01 for the period which he is so assigned.

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His actual flying pay or the minimum guarantee for the equipment to which he is assigned, whichever is the greater, for the remainder of the month.

Such pilot shall be credited with two hours and thirty-six minutes (2:36) for flight time limitation purposes for each calendar day of conversion training.

- 14.03 .01 When a pilot is required to attend special training (annual qualification, new aircraft equipment, etc.) he will be paid two hours and thirty-six minutes (2:36) at 1/2 day 1/2 night pay rates per day. This will not be used for flight time limitation purposes nor be part of the minimum guarantee.
- .02 When a pilot is assigned to a simulator periods PPC#3 and PPC #5, he shall be paid two hours and thirty-six minutes (2:36) 1/2 day 1/2 night pay rates for each period. This will not be used for flight time limitation purposes nor be part of the minimum guarantee.
- .03 A pilot shall be entitled to two (2) days off out of each seven (7) days while in ground school, simulator or flight training. For the purposes of simulator or flight training, these days off shall be midnight to midnight exclusive of travel time.
- .04 Days off which a pilot is unable to take during training may be accumulated but must be cleared prior to returning to duty at home base.
- .05 A pilot may elect to forego any part or all of the days off.
- .06 A pilot will not be required to temporarily fly his previous equipment once he has commenced simulator training on his new equipment.
- .07 A pilot shall have a minimum of two (2) calendar days off prior to the start of ground school on a conversion course. A pilot will receive pay and flight time credits as per 14.01 or 14.02, whichever is applicable. These two (2) calendar days off will be at pilot option.
- .08 A pilot shall have a minimum of twenty-four (24) hours rest upon completion of conversion training before commencing line duties. This twenty-four (24) hour period will be at pilot option.
- .09 A pilot shall not normally be scheduled for simulator training, in Air Canada simulators, between the hours of 23:59 and 06:00.
- .10 A pilot shall not be scheduled for more than eight (8) hours of training per calendar day, and shall not be scheduled for more than four (4) hours of simulator training per calendar day. Simulator training may be extended to eight (8) hours due to simulator breakdown as long as the daily training period does not exceed eight (8) hours.

- .11 A pilot while on training at home base will receive a travel allowance of three dollars thirty cents (~~\$3.30~~), and a meal allowance of five dollars (~~\$5.00~~) for each day of training.
- .12 A pilot assigned to simulator for the sole purpose of completing a crew complement shall be paid four (~~4~~) hours at one-half (~~1/2~~) day, one-half (~~1/2~~) night pay rates. Pilots on flat salary shall receive this credit on a prorated basis. This four (~~4~~) hours will not be used for flight time limitations nor be a part of the minimum guarantee. Assignment to simulator for this purpose will be limited to one (~~1~~) period of four (~~4~~) hours per day and may be extended to eight (~~8~~) hours due to simulator breakdown.
- .13 All pilots assigned to a simulator period, whether completing crew complement or periodic training, will be subject to normal duty day limitations and/or crew rest as applicable.
- .14 A pilot on initial Captain's training who has completed the initial simulator portion of his course, and is required to revert back to a First Officer position shall, where possible, be allowed to complete this training and be promoted before reverting back to First Officer status.

#### 14.04 FAILURE DURING TRAINING

- .01 A pilot undergoing transition or requalification training who fails to qualify at any stage will be given appropriate additional training. After completion of the additional training, he will be given a second opportunity to qualify. Should a second failure occur, his case will be reviewed by the Company and he shall be advised in writing within thirty (~~30~~) days of his future status within the Company.
- .02 A Second Officer undergoing initial status upgrade training to First Officer who fails to qualify at any stage will be given appropriate additional training. After completion of the additional training, he will be given a second opportunity to qualify. Should a second failure occur, he will be given appropriate additional training followed by a third opportunity to qualify. Should a third failure occur, his case shall be reviewed by the Company and he shall be advised in writing thirty (~~30~~) days of his future status within the Company.
- .03 At any time a pilot fails during training, the Company will advise the Association. A full review, including medical evaluation as required, shall be undertaken to ensure there are no medical or other considerations which might affect or bear upon the pilot's performance.
- .04 The pilot shall have the option of having any additional qualifying checks done by a different Flight Supervisor.

- .05 A pilot who fails to qualify at any stage will continue to receive pay credits as detailed in Article 14.02.
  - .06 A pilot who is unable to reach a satisfactory standard on a proficiency check in the flight simulator will have the opportunity of taking a proficiency check in an Air Canada aircraft on which he is currently qualified.
  - .07 A pilot may request that another Air Canada pilot be present in the cockpit as an observer for any proficiency check other than a routine instrument flight check; and that the pilot selected as an observer must be mutually acceptable to both parties.
- 14.05** Relocation and Qualifications at New Base - When the requirements of the service will permit, a pilot permanently transferring to another base, either at Company request or at his own request, shall be released from his former base in sufficient time to route qualify at his new base by the commencement of the next bid period.
- 14.06** During approved time off for travelling purposes, a pilot on transfer shall be paid in accordance with the provisions of Article 14. The maximum allowable time for travelling shall be established by the Flight Operations Director at the base from which he is travelling, but shall not normally exceed seven (7) consecutive calendar days, exclusive of the last day actually on duty at the pilot's former base and the date he is to report at the new base.
- 14.07** Should a pilot fail to report to his new base within the time limit established, he shall be removed from the payroll until the date that he does report, and his flying pay guarantee specified in Articles 14.08 or 14.09, as applicable, shall be adjusted accordingly.
- 14.08** Provided the conditions specified in Article 14.02.02 are complied with, during any month in which a blockholder transfers to another base, either at Company request or his own request, he shall for that month receive his actual flying pay, or flying pay for the flights in his block for the whole month as if flown according to schedule, whichever is the greater. If through no fault of his own a pilot is not qualified to fly in his pilot status at the new base by the first of the month following his transfer, his flying pay for that month or any subsequent month shall be based on the greater amount of Articles 14.08.01 or 14.08.02.
- .01 His normal guarantee for the month; OR

.02 His daily average flying pay during the previous three (3) block months (exclusive of leave of absence without pay) for each day up to the date of qualification, plus his actual flying pay for the remainder of the month. This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases. For flight time limitation and purposes, such pilot shall be credited with two hours and thirty-six minutes (2:36) for each day up to the date of qualification.

14.09 Provided the conditions specified in Article 14.06 are complied with, during any month in which a pilot not holding a block selection transfers to another base, either at Company request or at his own request, he shall for that month receive his actual flying pay, or his daily average flying pay during the previous three (3) block months (exclusive of leave of absence without pay), whichever is the greater. If through no fault of his own a pilot is not qualified to fly in his pilot status at the new base by the first day of the month following his transfer, his flying pay for that month or any subsequent month shall be based on the greater of Articles 14.09.01 or 14.09.02.

.01 His normal minimum guarantee for the month; OR

.02 His daily average flying pay during the previous three (3) block months (exclusive of leave of absence without pay), for each day up to the date of qualification plus his actual flying pay or his minimum guarantee prorated for the remainder of the month. This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases. For flight time limitation purposes, such pilot shall be credited with two hours and thirty-six minutes (2:36) for each day up to the date of qualification.

#### ARTICLE 15 - UNIFORMS

15.01 Tunic and Trousers - Pilots will be required to file in writing with the Vice President - Flight Operations their requirements for uniforms for the following year, and this shall constitute a firm order.

15.02 The Company will arrange for the manufacture and supply of pilot uniforms, the cost of a uniform, including raincoat, topcoat and trousers, to be borne one half (1/2) by the Company and one half (1/2) by the pilot. The Company share of the raincoat and topcoat shall be limited to one (1) of each every three (3) years. An extra pair of trousers may be supplied with each uniform at the option of the pilot. The pilot's share of the uniform cost will be handled by the following minimum monthly payroll deductions.

Pilots on flat salary	\$10.00 per month
Pilots on formula pay	\$25.00 per month

- .01 The Company will arrange for the manufacture and supply of one (1) raincoat, one (1) topcoat, one (1) tunic with three (3) pairs of trousers and four (4) shirts for all new hire pilots.
- 15.03 Uniform Accessories - The Company will supply or assume the cost of buttons, braid, badges, uniform cap and insignia, as prescribed by the Company.
- 15.04 The pilot will supply and assume the cost of shoes, socks, ties and shirts to standards prescribed by the Company.
- 15.05 A uniform maintenance expense shall be paid to all pilots from the beginning of line assignment. This expense will not be paid during any period of leave of absence without pay. This allowance shall be \$34.75 per month.
- 15.06 Considering the acceptability of uniforms to be an important matter, the Company will hold a full consultation with an Association representative prior to making any change in the style, colour or material of the uniform.

#### ARTICLE 16 - EXPENSES

- 16.01 Flight Duty - Pilots, when away from domicile on flight duty or when deadheading under orders from the Company, will be allowed reasonable and necessary expenses for rooms, meals, and transportation, the facilities and accommodation provided by the Company to be used whenever practical.
- 16.02 Expense allowance shall be as follows:
- .01 In Canada and the United States:
- |           |                |
|-----------|----------------|
| Breakfast | \$10.15        |
| Lunch     | 11.35 Canadian |
| Dinner    | 22.70 Funds    |
| Snack     | <u>5.95</u>    |
|           | \$50.15        |
- (U.S. expenses shall be adjusted periodically to reflect a reasonable exchange rate effective at that time.)
- .02 For all other locations the meal allowances shall be reviewed quarterly in consultation with the Association to cover the reasonable cost of meals at those locations.

In establishing these meal allowances, the rates of exchange and changes in the "cost of food at that location" shall be used in the calculation of these meal allowances. However, the meal allowances will not be less than those specified in the Collective Agreement.

- .03 For each round trip to the airport at his home base for flight duty, periodic training, annual briefing, medical and ground school, a transportation expense of three dollars and thirty cents (\$3.30) shall be paid. Montreal based pilots required to make a round trip to Mirabel for such purposes shall be paid a transportation expense of fifteen dollars and forty-five cents (\$15.45).
- .04 For flights involving hotel accommodation, a check in and gratuity allowance of three dollars and fifteen cents (\$3.15) shall apply. This allowance shall apply for each additional night of hotel accommodation.
- .05 For flights involving time away from home base in excess of one hundred and twenty (120) hours, an allowance of seven dollars and seventy cents (\$7.70) for each complete twenty-four (24) hour period thereafter shall apply.

**16.03 Meals and Accommodations Standards Committee (MASC)**

- .01 A Meals and Accommodations Standards Committee (MASC) comprised of Company and Association representatives will meet quarterly or otherwise as required for the purpose of updating the guidelines for on-board meals contained in LOU 21 and hotel accommodations.

Where standards involving quality, quantity and/or variety of the meals are deemed to be deficient or deteriorating, it will be reported to the Company in writing. The Company shall, within thirty (30) days investigate the situation and take appropriate action.

- .02 Unless otherwise agreed to by the MASC, inflight meals for operating pilots on Company aircraft will be boarded in accordance with Letter of Understanding No. 21.
- .03 Prior to establishing, changing or renewing hotel accommodations, the Company shall consult with the members of the MASC.

- .04 The MASC will develop a list of suitable hotels at both airport and downtown locations for each layover point.

The Company commits that, when selecting layover accommodations under this Article it will be guided by the following:

Location:

- (a) CALPA order of preference
- (b) Length of the off-duty layover (Time)
- (c) Transportation factors (Time, Quality, Cost)
- (d) Availability of suitable accommodation at either location.

Hotel:

- (a) CALPA order of preference
- (b) Quality
- (c) Availability
- (d) Cost comparison
- (e) Safety/Security issues.

- .05 When any significant substantiated deterioration of accommodation is reported in writing by the MASC, the Company shall, within thirty (30) days, investigate the situation and take appropriate action.
- .06 In the event CALPA and the Company representatives cannot reach agreement on the suitability of any specific hotel as in .04 and .05 above, CALPA shall provide reasons in writing to the Vice President, Flight Operations. The M.E.C. Chairman and the Vice President, Flight Operations shall meet and resolve the matter.

16.04 Training - Pilots when away from home domicile on training courses shall be allowed reasonable and necessary expenses for rooms and transportation. Meal expenses shall be as in Article 16.02.01 and 16.02.04.

16.05 Moving Expenses

- .01 Pilots when transferring from one station to another at Company request, will be allowed moving expenses for normal personal and household effects.
- .02 Pilots, when transferring from one station to another at their own request, or as successful base bidders, will bear their own expenses.



- .03 Pilots, making mutual transfers with the joint approval of the Company and the Association, or otherwise transferring at their own expense, shall be provided space available transportation for themselves and dependent members of their families to the extent permitted by law.
- .04 Pilots, temporarily or permanently transferred from one base to another at Company request, shall be allowed temporary or permanent transfer expenses, as the case may be, of not less than those provided in the Company's Regulations Manual.
- .05 Successful bidders on pilot vacancies to newly established or **re-established** bases shall be considered as having been moved at Company request.
- .06 Pilots may be allowed additional expenses when special occasions arise, subject to the approval of the Company.
- .07 A pilot, when transferring from one base to another at Company request, shall be allowed a reasonable period of travelling time, during which he will be allowed expenses in accordance with the Company's Regulations Manual.

## ARTICLE 17 - HOURS OF SERVICE

### 17.01 General

- .01 Seventy-eight (**78**) hours of flying shall constitute the monthly maximum for all pilots. However, the Company may designate any month in the calendar year in which up to eighty (**80**) hours of flying shall constitute the monthly maximum. This flying may be designated in units of one (**1**) hour or more up to the maximum of eighty (**80**) hours. The following provisions will apply to the designated months.
  - a) The Association will be given as much notice as possible of the increase.
  - b) The **designated** months may be applied by:
    - i) Equipment
    - ii) Equipment by base
    - iii) Equipment by status

Equipment by status may only be used when the total number of system line pilots is equal to or greater than the following levels:

Captain status - 875  
F/O status - 745

The total number of system line pilots in the Captain and F/O status shall be determined as of December 31 annually.

Should either number be greater than the numbers specified above, then future determinations for use by status shall be from the new higher level(s).

- c) The designated months will be limited as follows:
- i) Only four (4) consecutive months can be utilized for a piece of Equipment on a Base.
  - ii) Each piece of Equipment on a Base shall be restricted to a maximum of five (5) designated months over seventy-eight (78) hours in a calendar year.
  - iii) Equipment by status shall be considered as part of the total number of months allowed under paragraphs 17.01.01(c) i) and ii).
- d) The bank may not be debited to increase pay hours beyond seventy-eight (78). The pay hours between 78:00 and the designated hours will be paid for in the normal manner. Hours over the designated hours will be deposited in the Bank.
- e) The minimum guarantee will be increased by the same amount as the designated hours over seventy-eight (78).
- f) The Company may not designate hours over seventy-eight (78) if any pilot is on furlough.
- g) The sliding scale minimum guarantee for pilots holding reserve assignments will be increased by one (1) hour for each designated hour over seventy-eight (78).
- h) All other provisions of the agreement will apply except that monthly limitations (maximums and minimums), where specified, will be increased by the designated hours over seventy-eight (78).

- i) For each increase of one hour during designated months, the guarantees referred to in Article 10.02 for overseas and Nav-aid pay, will be increased by 30 minutes.
- j) Pilots on flat pay will have an hourly rate established by dividing their applicable monthly rate by 78. This hourly rate will be paid for those hours flown in excess of seventy-eight (78) hours up to the designated monthly maximum [maximum eighty (80) hours].
- k) Flight time and pay limitations of two hours and thirty-six minutes (2:36 hrs) per day will be adjusted in proportion when the monthly maximum exceeds seventy-eight (78) hours.

**NOTE 1:** Reference to c) ii), the designated months may be increased by one (1) additional month for cargo aircraft, subject to pilot option.

**NOTE 2:** Should the Company, as a result of special circumstances, require more flexibility and extensions to this article, the Association will be advised of the details and, by mutual agreement, specific articles of the Collective Agreement may be waived to accommodate these circumstances.

- .02 Notwithstanding the provisions of Article 17.01.01, a pilot shall be legal to complete his last flight of the month provided his projected time to the outbound point (Ref. Section 9.04), will not cause him to exceed his maximum allowable time for the month.
- .03 Notwithstanding the provisions of Article 17.01.01 and 17.01.02, when a pilot is legal to commence the last flight or flight sequence for the month, he shall be legal to complete such flight or flight sequence.
- .04 .01 Notwithstanding the provisions of 17.01.01 and 17.01.02, a pilot holding a block selection not affected by overlap flying, but who has been subject to block growth, shall be legal to depart from his home base to complete his last flight or flight sequence in his block, provided his flying time has not reached seventy-eight (78) hours prior to commencing the last flight or flight sequence in his block, and provided he has not been subject to a draft in that month.

.02 When a block is affected by overlap flying from the previous month to the extent that the block does not comply with Article 17.01.02, the block shall be adjusted to make it comply. Following such adjustment if required the provisions of Article 17.01.04.01 will apply except that the pilot will not be required to complete the last flight or flight sequence if the scheduled flying time will cause him to exceed eighty-five (85) hours for that month.

.05 For determining compliance with the monthly maximum hours specified herein, the method used for computing flight time shall be as specified in Article 7.01 with respect to computing hours for pay purposes, in addition to other flight time credits specified in this Agreement.

.06 The Company agrees to provide means at each base for accurately recording the time flown by each pilot during his current month, and to make this record conveniently available to the pilots.

**17.02 Voluntary Make-up -** A pilot holding a block selection shall, provided he is "legal", be permitted to pick up flying time from "open" flying time available at his base throughout the block month, subject to the following:

At the time of awarding the open flying, the pilot must be legal to complete the last flight in his block home base, provided the projected time of the pilot at the time of the awarding plus the scheduled outbound time of the open flight does not exceed the monthly maximum.

**17.03 Spillback**

When a pilot holding a block selection, departs from home base on a flight or flight sequence in one month and returns in the following month, applicable flight time and pay credits shall be credited in the following manner:

.01 All flight time and credits for flights originating in the first month shall be credited to the first month. When the total credited time for this first month exceeds seventy-eight (78) hours, the balance will be credited to the pilot's bank.

.02 Provided the total credited time for the first month is less than seventy-eight (78) hours, flight time and credits from that portion of the trip in the following month shall be credited to the first month to a maximum of seventy-eight (78) hours for the month. The balance will be credited to the month in which the trip is completed. Pay and credits spilled back to the former month shall not be off-set against any other form of pay and credit.

- .03** There is no spillback for Reserve pilots. Reserve pilots departing home base on a flight(s) in one month and returning in the following month will have pay and credits applied to the month in which the flight(s) was originally scheduled as per Article **7.02**.

**17.04** Duty time

- .01** An on-duty period shall be determined as follows:

- a) When Operating** - the on-duty period shall commence one **(1)** hour prior to the scheduled departure, or the required reporting time, whichever is later, and shall end thirty **(30)** minutes after actual arrival.
- b) When Deadheading** -the on-duty period shall **commence thirty (30)** minutes prior to planned departure, or the required reporting time, whichever is later, and shall end fifteen **(15)** minutes after actual arrival of the designated flight.

- .02** The maximum scheduled duty time shall be as follows:

- a)** For domestic operations commencing duty between **1900** and **2159** inclusive, local time, the maximum shall be twelve **(12)** hours. The exception shall be if the duty period is broken by an airport layover of five **(5)** hours or more and sleeping accommodation is provided.

**NOTE:** The five **(5)** hour layover may only be used when a flight operates from a pilot's crew base to the layover point directly **(may include an enroute landing)** and returns directly to that crew base (non-standard layover).

- b)** For duty commencing between **2200** and **0500** inclusive, local time, the maximum shall be ten **(10)** hours.
- c)** Except as in a) and **b)** above, the maximum scheduled duty period shall be fourteen **(14)** hours.
- d)** The maximum scheduled duty time as noted in **a), b)** and **c)** above shall be reduced by one **(1)** hour for each landing in excess of five **(5)**.

e) The above limitations may be extended by a maximum of two (2) hours for the purpose of deadheading to home base, for scheduled pairings only. (Scheduled pairings are those flight pairings prepared in advance and which the Association has been consulted under the provisions of LOU #5).

Two (2) hour extensions for the purpose of deadheading to a layover point may only be scheduled subject to agreement between the Company and the Association.

These extensions will include total flight duty time, plus time spent waiting to deadhead, plus deadhead time, plus fifteen (15) minutes.

A pilot deadheading under these provisions may elect to exceed the limitations and all special flight time and pay credits as per Article 17.11 shall continue to accrue.

Should a pilot not elect to exceed these limits, special flight time and pay credits shall apply until his actual arrival at home base or layover point.

- .03 It is recognized that, during irregular operations, the actual duty time may exceed the scheduled duty time but, in view of the many factors involved, the decision to continue or interrupt a flight should be left to the discretion of the pilots.
- .04 Duty periods in excess of those specified in 17.04.02 may be scheduled subject to agreement between the Company and the Association.
- .05 A pilot who undergoes periodic training prior to line flying shall be considered as on duty for limitation purposes only, from the commencement of training or at the time of a deadhead movement to the training location, whichever is earlier. Special flight time and pay credits will commence at the reporting time for line flying as per Article 17.04.01.
- .06 Pilots based at a "Co-Terminal" who originate and terminate at the "Co-Terminals", will have an agreed travel time added to the beginning or end of the duty period for the purpose of duty time limitations as defined in Article 17.04 and Special flight time and pay credits as defined in Article 17.11, Expeditious Transportation, will be provided by the Company.

- .07 Whenever a crew must deadhead between two Co-Terminal airports as part of a duty period, they will be paid and flight time credited for the agreed-upon travelling time between these airports as per Article 12. These times, as shown in Section 10.06, will also be used to plan the pairings involving this movement.

#### 17.05 Rest Periods

- .01 The minimum complete off-duty times shall be as follows:

At **Home Base** - 10 hours - for blockholders  
11 hours - for Reserves  
14½ hours - for Reserves returning from overseas, excluding Bermuda, Jamaica or Cuba turnaround (Ref. Section 6.02.07).

Away From Base - 9 hours - at or near the airport (within 15 minutes driving time)  
10 hours - away from the airport

- .02 In the event of unscheduled or irregular operations, off-duty periods less than those specified in .01 above (Away From Base) may only be planned with the concurrence of the pilots, except that the Company may change a planned downtown layover to an airport layover (9 hours) if available.
- .03 A minimum complete off-duty period of ten (10) hours will be scheduled between any two (2) scheduled duty periods totalling twenty-four (24) hours or more.
- .04 When any two (2) consecutive scheduled duty periods total twenty-four (24) hours or more, the second off duty period shall be at least equal to the preceding duty time. In the event of irregular operations, the rest period as provided in .01 shall apply.
- .05 Pilots not based at a "Co-Terminal" must have a minimum off duty rest period of ten (10) hours when arriving and departing different airports with a planned layover between flights.

#### 17.06 Monthly Off-Duty Periods - Blockholders

During a month, a blockholder shall be scheduled for a minimum of four (4) separate forty-eight (48) hour periods, or three (3) separate seventy-two (72) hour periods.

For overseas operations, the above may be replaced by either two (2) separate ninety-six (96) hour periods and one (1) forty-eight (48) or two (2) separate one hundred and twenty (120) hour periods.

17.07 Monthly Off-Duty Periods - Reserve Pilots

- .01 Reserve assignments shall be constructed to include two (2) ninety-six (96) hour off-duty periods and two (2) forty-eight (48) hour off-duty periods. There will also be an additional six (6) hour off-duty period in conjunction with one (1) of the forty-eight (48) hour periods.
- .02 A pilot shall have the option of designating which forty-eight (48) hour period in a ninety-six (96) will be "optional" as defined in Article 2.25. This option must be exercised by 0930 hours local time of the day prior to the start of the ninety-six (96), otherwise the second forty-eight (48) will be designated as "optional".

Once exercised, the optional days may not be moved or redesignated.

- .03 One of the ninety-six (96) hour off duty periods will have the first forty-eight (48) hours designated as a "guaranteed" forty-eight (48) as defined in Article 2.25 and will not be subject to change except as provided above. A pilot will not be required to extend his duty period into the guaranteed forty-eight (48).
- .04 No pilot shall be scheduled for more than five (5) consecutive days of Reserve Duty.
- .05 A pilot may be scheduled to fly into all off-duty periods if there is no other reserve pilot available, except the guaranteed forty-eight (48) as noted in .03. A pilot may elect to fly into any off duty period.
- .06 The additional six (6) hour period as described in .01 above shall be subject to the same provisions as a forty-eight (48) hour period, except that a pilot may elect to operate a flight(s) during the six (6) hour period.
- .07 A pilot drafted during an "optional" forty-eight (48) will have the complete forty-eight (48) hour period replaced. It will be done consecutive with a remaining off-duty period if possible.
- .08 Sliding/Trading of optional twenty-four (24) or forty-eight (48) hour periods may be made with the approval of the Base Flight operations Director. An exemption may be made from the five (5) days as noted in .04 above. This only applies to days originally scheduled as optional and not to those changed as in .02.



**17.08 Operating Into/On Off Duty Periods - Reserve Pilots**

- .01 If a reserve pilot operates a flight or sequence of flights which extend his duty into one of his off-duty periods, his off-duty period will commence eleven hours (11:00) after termination of duty.
- .02 If a reserve pilot operates a flight or sequence of flights which does not extend his duty into an off-duty period but will cause his subsequent crew rest period to extend into his off-duty period, then his off-duty period will commence eleven hours (11:00) after termination of duty.
- .03 Notwithstanding 17.08.01 and 17.08.02, a reserve pilot may elect to waive the eleven hour (11:00) rest period prior to the off-duty period, however, he must advise Crew Scheduling upon arrival at his home base.
- .04 When a reserve pilot is assigned to a flight, or sequence of flights, which will extend his duty period into a forty-eight (48) hour off-duty period described in 17.07.05, he shall be relieved of duty on his first arrival at his home base following the commencement of his scheduled off-duty period, unless no other pilot is available. The pilot may elect to complete the sequence subject to Company approval.

**17.09** A reserve pilot will not be required to fly a flight or sequence of flights which operates during the hours of 0001 to 0559 on consecutive nights with an intervening off-duty rest period at home base unless there is no other reserve pilot available to operate the flight or flights and sufficient notice has been given to such pilot to allow a reasonable rest period prior to flight departure. The silent hour limitations will be established utilizing the pilot's base local time.

**17.10** Periodic Training for Reserve - A reserve pilot shall not be required to perform periodic training on one of his twelve (12) days off unless he so desires. If he elects not to train on his days off, the Company may designate a reserve day on which he will complete periodic training. During the designated day he will not be eligible for flying that will interfere with the training. If a pilot indicates that he will accept training during any of his off-duty days and the Company does not schedule him for training during these off-duty days, he shall be pay-protected for any flying that he is unable to complete because of this scheduling. A pilot shall not be required to submit to a local flight check at his layover station except with his consent.

**17.11 Special Flight Time and Pay Credits**

.01 **Duty Period Guarantee** - For each actual duty period worked, a pilot shall be guaranteed a minimum of four (4) hours pay and flight time credits (4:15 DC-9), or one (1) hour pay and flight time credit for each two (2) hours of duty prorated, whichever is the greater. Any such credit will be calculated for pay purposes as an extension of the last portion of the final trip.

.01 Where a single duty period consists of both overseas and domestic operations, the domestic duty period guarantee shall apply until the actual departure time of the first flight leg for which Overseas Operations Pay applies and shall apply commencing at the actual arrival time of the return flight leg for which Overseas Operations Pay applies.

.02 If a pilot is held at the airport at Company request, the guarantee specified in Article 17.11.01 and 17.11.01.01 will apply, except that the minimum four (4) hour credit will become a minimum of two (2) hours credit if no flying is performed in that duty period.

.02 **Trip Hour Guarantee** - In the case of trips which involve legal layover(s) away from home base, a pilot shall be guaranteed one (1) hour of flight time credits and pay for each four (4) actual hours of trip hour time, prorated. Trip time shall be counted from the time a pilot is required to report to the airport at his home base prior to operating a flight or actual reporting time, whichever is later, to the time a pilot is released from duty thirty (30) minutes after arrival at his home base for a legal rest.

.01 Any trip hour special credit will be calculated for pay purposes as an extension of the last portion of the final trip except where a combination of Overseas and Domestic flight legs are involved; in which case the ratio of Overseas/Domestic Trip hour time will be calculated as a percentage of the total Trip hour guarantee.

**NOTE:** When a scheduled layover has been extended to allow time for simulator training, the first twenty-four (24) hours of such extended time shall not be included as "trip time" and the provision of 17.11.02 shall not apply to this twenty-four (24) hours.

The greater of 17.11.01 and 17.11.02 shall apply.

- .03 For the purpose of these special duty time and trip time guarantees, both the duty time and the trip time shall be extended to include time involved in deadheading when deadhead credits are allowed, calculated from thirty (30) minutes prior to the planned departure or the required reporting time of the flight designated for deadheading, whichever is earlier, and fifteen (15) minutes after the scheduled or actual arrival time of the flight designated for deadheading, whichever is later.
- .04 The special flight time and pay credits in Articles 17.11.01, 17.11.02 shall be credited as though the flights had been flown according to schedule to a pilot who has been removed from the flight or flights for vacation, illness, or training or at Company request.

#### 17.12 Bank Credits and Debits

- .01 Seventy-eight (78) hours of flight time and credits shall constitute the monthly maximum flying time for which a pilot shall be paid. All flight time and credits in excess of seventy-eight (78) hours accumulated in any one month shall be credited to the pilot at maximum rates (night, gross weight) for the equipment flown or to which the pilot is otherwise entitled and shall constitute his flight time and credits "Bank". Pay will be in accordance with Article 7.03.
- .02 When a pilot's monthly flight time and credits is less than seventy-eight (78) hours under the provisions of Article 7.03 any credit in his bank will be used to increase his flight time and credits up to a maximum of seventy-eight (78) hours, and his bank will be debited by the amount credited for pay purposes. Under this provision, for all pilots, including those on flat salary the bank credit shall be applied to the minimum guaranteed hours specified in Article 10.
- .03 Following the application of Article 17.12.02 when a pilot's monthly flight time and credits are less than seventy-eight (78) hours and he has no bank credit, he may elect to borrow an amount up to a maximum of thirteen-thirty (13:30) hours from a negative bank to obtain a maximum of seventy-eight (78) hours. The amount borrowed from the negative bank shall be paid at domestic night rates.
- .04 In any month that a pilot exceeds seventy-eight (78) hours, any negative bank balance must be repaid prior to any time being credited to his bank.
- .05 When a pilot retires, is terminated, or otherwise ceases employment, any negative bank balance owed to the Company will be deducted from the pilot's final pay cheque. Any positive bank balance owed to the pilot will be added to the pilot's final pay cheque.

*see p. 43*

- .06 This negative bank credit will be used to fill pay or in conjunction with vacation (trips touching), but not for sickness or the dropping of flights.

#### 17.13 Use of Bank Credits - Dropping Flights

##### .01 Blockholder

Except as provided in 17.13.06, when a pilot holding a block selection has bank credits that are equal to or greater than the scheduled flight time and credits of a complete flight or flight sequence in his block, he may drop that flight or flight sequence subject to the approval of the Chief Pilot. The pilot will be credited with the amount of time in the flight or flight sequence and his bank will be debited with an equal amount of time.

- .02 Except as provided in 17.13.06, when a pilot holding a block selection has bank credits in excess of twenty (20) hours and his bank credits equal or exceed the amount of time in a complete flight or flight sequence, he should drop the complete flight or flight sequence to reduce his bank credits below twenty (20) hours, subject to the approval of the Chief Pilot. Where the Chief Pilot is unable to approve a request from a pilot to drop a complete flight or flight sequence in one month, the pilot shall be entitled to designate a complete flight or flight sequence to be dropped in the following month under the following provisions:

The pilot shall advise the Chief Pilot his intentions by the tenth (10th) day of the "following month". In no case shall the designation be made later than the 10 o'clock awarding time of the day preceding the scheduled origination of the complete flight or flight sequence designated to be dropped. If the pilot did not make this designation by the tenth (10th) of the "following month" the Company will designate the complete flight or flight sequence that will be dropped in that month or in the subsequent month.

The pilot will be credited with the amount of time dropped and his bank will be debited by an equal amount of time.

17.13 .03 Reserve

Except as provided in 17.13.06, when a pilot holding a reserve assignment has bank credits equal to or greater than the flight or flight sequence for which he is planned, he may elect to be released from that flight or flight sequence, subject to the approval of the Chief Pilot. The pilot will be credited with the amount of time in such sequence and his bank will be debited by an equal amount of time. The pilot shall be released, the release time being agreed upon between the pilot and the Company at the time of the award, to be no later than three (3) hours prior to the planned departure, until eleven hours and thirty minutes (11:30) after the scheduled arrival of the assigned flight or flight sequence.

.04 Except as provided in Article 17.13.06, a pilot holding a reserve assignment may elect to be released from reserve duty at the rate of one (1) designated duty day for each four (4) hours in his bank, subject to the approval of the Chief Pilot. The pilot will have added to his actual flying time and credits a credit of four (4) hours for each day released up to a maximum of seventy-eight (78) hours and his bank will be debited with an equal amount of time.

.05 A reserve pilot having bank credits in excess of twenty (20) hours should indicate the day(s) or flight(s) (if awarded) from which he wishes to be released subject to the approval of the Chief Pilot. This should be done by the tenth (10th) day of the "following month". If the pilot did not make this designation, the Company will designate the duty day(s) or flight(s) to be dropped in that month or in the first month that the pilot will exceed the Minimum Monthly Guarantee in order to reduce his bank credit to twenty (20) hours or less.

.06 Blackout Periods

During specified periods as agreed by the Company and the Association, including the period December 20th to January 3rd the dropping of flights will not be allowed except as provided in Article 17.14.

17.14 Use of Bank Credits With Vacation - A pilot's bank will be debited in conjunction with each vacation period under these provisions in the order following:

.01 Blockholder - A pilot holding a block selection may elect to drop a complete flight sequence in conjunction with his vacation period provided that his remaining bank credits are equal to or greater than that flight or flight sequence. The pilot will be credited with the flight sequence and his bank will be debited by an equal amount of time.

- .02 Reserve - When a pilot holding a reserve assignment exercises his option for a forty-eight (48) hour period with his vacation, he shall be credited with an amount of time equal to the amount that his monthly minimum guarantee has been prorated for that period; his bank will be debited by the amount of credit used.
- .03 A pilot holding a reserve assignment may elect to apply his bank credits toward additional vacation days at a rate of one (1) designated duty day for each four (4) hours in his bank; under this provision he will be credited with four (4) hours for pay and flight time limitations for each day and his bank will be debited by an equal amount of time.
- .04 A pilot electing the use of bank credits in conjunction with his vacation period must advise the Chief Pilot of his intent no later than the commencement of the month in which the vacation occurs.

#### ARTICLE 18 - VACATION

- 18.01 The vacation year shall be the period May 1 to April 30. Annual vacation entitlement will be in accordance with provisions in the Company's Regulation Manual, based on years of service with the Company as of April 30.
- 18.02 A pilot shall have the option of being relieved from duty for a maximum period of forty-eight (48) hours in addition to his annual vacation. This optional forty-eight (48) hour period shall be the two (2) days immediately preceding or immediately following the assigned vacation period. The option for this forty-eight (48) hour period may be exercised once only per vacation year.
- 18.03 .01 A pilot will accumulate extra days off at the rate of three (3) calendar days per full calendar quarter in lieu of general holidays as provided for in the Canada Labour (Standards) Code. The total accumulated days off in the calendar year will be added to the pilot's vacation for the following year.
- .02 Newly employed pilots who are first assigned to line duties during a calendar year will accumulate the extra days off in lieu of General Holidays at the rate of one (1) for each complete calendar month.
- 18.04 During a vacation period, a pilot holding a block selection shall be paid for the flights in his block selection as if they had been flown according to schedule, and shall be credited with such flight time for the purpose of flight time limitations.

**18.05** During a vacation period, a pilot not holding a block selection shall be paid the greater of:

- .01** His minimum guaranteed flying pay; OR
- .02** The daily average of his flying pay during the previous three (3) block months, exclusive of leave of absence without pay. This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases.

Such pilot shall be credited with two hours and thirty-six minutes (2:36) for flight time limitation purposes for each calendar day of the vacation. He shall receive his actual flying pay earnings or his minimum guarantee, whichever is the greater, for the remainder of the month.

**18.06** A pilot with two (2) or more weeks of vacation will have the option of splitting his vacation and statutory holidays credits into two (2) periods, the first of which will be one (1) or more weeks.

Vacation shall be taken at such time as the services of the pilot can be spared. Such vacation period shall be made available during the twelve (12) month period following the year in which accrued.

**18.07** Vacation shall not be cumulative and shall be forfeited if not taken during the twelve (12) month period following the year in which accrued (unless special circumstances warrant otherwise and prior arrangements are made in writing with the Company).

**18.08 .01** Vacations shall be allotted on a twelve (12) month period in the following year in which accrued. Not less than ten percent (10%) of vacation allotments in each status, on each equipment on each base, shall be made available during the period June 15<sup>th</sup> to September 15<sup>th</sup>, and not less than five percent (5%) of vacation allotments in each status, on each equipment on each base, shall be made available during the period December 15<sup>th</sup> to January 15<sup>th</sup>. These allotments shall be scheduled evenly over these designated periods subject to operational requirements.

**.02** Preference of periods in which pilots shall be permitted to take their vacations shall be granted in order of base seniority in their equipment status at the base.

**.03** Pilots who are retiring at the normal age of retirement must bid at least a prorated vacation entitlement based on the number of calendar months remaining in the year from the commencement (May 1<sup>st</sup>) to his retirement date.

**Example:** A pilot retiring at the end of November with 54 days of vacation entitlement must bid at least;

$$\frac{7}{12} \text{ (months remaining)} \times 54 \text{ days (entitlement)} = 31.5 = 32 \text{ days}$$

A pilot may elect to bid his total previous year's entitlement prior to retirement, subject to his seniority.

- 18.09 .01 A pilot shall be notified in writing of his vacation period as far in advance as is practical, but in any event shall not be assigned to a vacation period with less than thirty (30) days' advance notice. Such notice shall specify the beginning and ending dates of his vacation period. Vacation periods will commence and terminate at midnight. Vacation assignments once established may be rescheduled outside the vacation year only by mutual agreement of the pilot, the Company and the Association. The Association will be advised of all vacation deferments within the vacation year.
- .02 A pilot who changes his status, equipment or base shall tentatively be scheduled to take his vacation on the dates he bid.
- .03 Notwithstanding the provisions of 18.09.01, within thirty (30) days of the scheduled commencement of a pilot's vacation period, alteration of such vacation period may be made only under extenuating circumstances and at pilot option subject to Company concurrence.
- 18.10 A pilot who is furloughed, or whose services are terminated for any reason, shall be paid for all vacation credit accrued but not taken in addition to all other compensation to which he is entitled, and shall be provided with space available transportation for himself and dependent members of his family to any point in the system to the extent permitted by law.

#### ARTICLE 19 - SICK LEAVE

- 19.01 For the purpose of this Article, sick leave shall mean the period of days during which a pilot is unable to report for flight duty as a result of sickness or injury while off-duty and during which period he is paid as outlined herein. For the Purpose of this Article, day shall mean a twenty-four (24) hour period or part thereof.
- 19.02 On January 1st of each year, all pilots actively employed with the Company shall be entitled to twelve (12) days' sick leave with pay for the current year. Pilots employed during the year shall be entitled to one (1) day's sick leave with pay for each full month remaining in the year.



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- 19.03 One-half (1/2) of unused portion of a pilot's yearly sick leave allowance shall be cumulative indefinitely. Cumulative sick leave will only be applied for additional sick leave benefits when the current year's allowance has been exhausted, such additional leave to be substantiated by a Doctor's certificate if required by the Company.
- 19.04 During a sick leave period, a pilot holding a block selection shall be paid for the flights in his block as if they had been flown according to schedule (regular salary in the case of a pilot on flat salary) and shall be credited with such flying time for the purpose of flight time limitation.
- 19.05 During a month in which a pilot not holding a block selection is on sick leave, his flying pay for the month shall be based on the greater amount of 19.05.01 or 19.05.02; except that a pilot on flat salary shall be paid regular salary:
- .01 His normal minimum guarantee for the month; OR
  - .02 His actual flying pay for the month, plus the daily average of his flying pay during the previous three (3) block months (exclusive of leave of absence without pay) for each day he is on sick leave. This daily average flying pay shall be adjusted to include negotiated pay increases and any incremental pay increases.
- For flight time limitation purposes, such pilot shall be credited with two hours and thirty-six minutes (2:36) for each day he is on sick leave.
- 19.06 A pilot's sick leave period shall commence at the time that he is unable to report for his next schedule in the case of a block selection holder or at the time he is unable to report for duty, or is unable to be contacted, in the case of a pilot not holding a block selection. One (1) day shall be deducted from his accrued sick leave credit for each twenty-four (24) hour period or part thereof for which he is planned and unable to report for duty.
- 19.07 No pilot shall forfeit any sick leave credits accrued up to the signing of this Agreement.
- 19.08 Foreign Operations
- .01 Any pilot on duty outside North America, the Caribbean, Continental Europe and the United Kingdom who becomes sick due to causes which in the opinion of the Company Medical Branch, are related to the living and health conditions peculiar to the Foreign Country or countries shall be provided with or compensated for the complete cost of medical care and hospitalization. The pilot will receive salary based on the average of the previous three (3) complete block months for a period of three (3) months or such longer period as may be decided upon by the Company, depending on the circumstances. Pilots covered under this provision shall not forfeit sick leave credits.

19.09 Group Disability Income insurance Plan

- .01 A pilot who is a member of the Air Canada Group Disability Income Insurance Plan (LOU 9) will draw sick leave benefits up to a maximum of thirty (30) days.
- .02 A pilot may elect to use any sick leave benefits remaining to his credit at the rate of one-quarter (1/4) day for each additional day of disability, based on the pilot's average earnings during the last three (3) full months prior to the pilot's disability.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 *6/31/20*  
When the requirements of the service permit, a pilot, upon written request to the Vice President - Flight Operations, through his immediate supervisor, may be granted leave of absence without pay for a period not to exceed six (6) months. When a pilot has three (3) or more years of service as a pilot with the Company, such leave may be extended for additional periods up to an additional maximum period of six (6) months and in addition such leave may be further extended by mutual agreement between the Association and the Company.
- 20.02 In case of sickness or injury, a pilot shall be granted a leave of absence until such time as he is able to return to flight duty; except that in no case shall a leave of absence for sickness or injury exceed a total continuous period of three (3) years unless extended by mutual agreement between the Company and the Association.
- 20.03 When such leave of absence is granted, a pilot shall retain his seniority date; however, should he engage in other employment while on leave of absence, he shall lose his seniority date unless special permission in writing has first been obtained from the Vice President, Flight Operations.
- 20.04 In the event of a national emergency, a pilot volunteering with Company consent, or ordered to extended military service, shall retain his seniority date, pension, accumulated sick leave and bid status.
- 20.05 A pilot returning from a leave of absence shall be permitted to return to the base where he last held bid status and assume a position on the pilot status list in accordance with his base seniority, subject to a satisfactory medical re-examination and a reasonable qualifying period not to exceed six (6) months.

- .01 A pilot returning from leave of absence granted in accordance with 20.01 shall be permitted to return to the base where he last held bid status and assume the position held at the time his leave of absence began or the next junior position his seniority entitles him to subject to a satisfactory medical re-examination and a reasonable qualifying period not to exceed six (6) months.
- 20.06 Any dispute arising hereunder concerning the physical fitness of a pilot shall be settled in accordance with Article 31 of this Agreement.
- 20.07 A pilot returning from Leave of Absence during a month will have flight time limitations apply (2:36 per calendar day - 78 hour month).

#### ARTICLE 21 - TRANSFER TO NON-FLYING OR SUPERVISORY DUTY

- 21.01 A pilot transferred to non-flying or supervisory duty shall retain and continue to accrue seniority, provided such pilot maintains at all times the airman's certificate or certificates required for his status. If such pilot shall permit such certificate or certificates to lapse, he shall retain the seniority already accrued to the time of such lapse and shall have a period not to exceed one (1) year in which to regain such specified certificate or certificates. If he does so regain such specified certificate or certificates within one (1) year, his seniority shall recommence to accrue from the date his certificate or certificates are so regained.
- 21.02 When a pilot is transferred to non-flying or supervisory duty on account of sickness or injury or becomes sick or injured while on such non-flying or supervisory duty, he shall retain his seniority during such period of sickness or injury regardless of whether or not he is able to maintain his airman's certificate or certificates required for his status, until he is able to return to flying duty or is found to be unfit for such duty for a continuous period of three (3) years unless extended by mutual agreement between the Company and the Association.

#### ARTICLE 22 - SENIORITY

- 22.01 The seniority date of a pilot shall be the date on which he is designated as and received remuneration as a First Officer or as a Second Officer. When two (2) or more First Officers or two (2) or more Second Officers are designated as such on the same date, their seniority shall be established in accordance with the date of their employment on the flight staff of the Company. If they were employed on the same date, their respective positions on the Pilots' System Seniority List shall be decided by the Company, provided that in no case shall a pilot's seniority date be later than the date of his first flight as a First Officer or Second Officer with the Company.

- 22.02 .01 System Seniority shall govern all pilots in matters of a system-wide nature, including their choice of base assignments, ~~event of a reduction in force, and their subsequent re-employment after furlough due to such reduction.~~
- 22.02 .02 Base Seniority shall govern all pilots in matters of a base nature, including promotion or demotion, assignment or reassignment due to expansion or reduction in schedules, block awards, vacation awards, application of the scheduling rules, and choice of equipment assignments, provided the pilot is sufficiently qualified for the conduct of the operation involved. In the event a pilot is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish such pilot written reasons therefore.
- 22.02 .03 No pilot shall be adversely affected by Article 22.02.02 from a base assignment bid prior to December 31, 1979.
- 22.03 .01 A pilot who is on flat salary may be required to remain on his assigned equipment unless he will have completed two (2) years of line service prior to the closing date of any vacancy. A pilot in his third year of service whose equipment bid was not accepted under the terms of Article 22.03 will be paid at rates applicable to the equipment status for which he bid effective the date he could hold that equipment status.
- 22.03 .02 A pilot, having completed two (2) years of service, shall be entitled, at the next annual equipment assignment award, to exercise his seniority preference notwithstanding the availability of a vacancy.
- 22.04 Loss of Seniority - Any pilot once having established a seniority date hereunder shall not lose that date except by termination of employment as a pilot with the Company, or as otherwise provided in Article 21 of this Agreement.
- 22.05 Pilots' System Seniority List-The Company shall maintain the "Pilots' System Seniority List", which shall specify the seniority number, name, seniority date and date of employment on the flight staff of the Company, of all pilots entitled to seniority. The seniority date of new pilots added to the Seniority List shall be established in accordance with the provisions of Article 22 of this Agreement.
- 22.06 The Company shall, by January 31st of each year, post on bulletin boards at each pilot base and furnish each pilot with a copy of the Pilots' System Seniority List, brought up to date to include changes or additions which have occurred since the posting of the previous list.

- 22.07 Seniority Protests - A pilot shall be permitted a period of sixty (60) days after any posting of the Pilots' System Seniority List each year in which to protest to the Company any omission or incorrect posting affecting his seniority.
- 22.08 A pilot on leave or away from his base station at the time of posting of the list shall have a period of thirty (30) days from the date of his return to his base station during which to file such protest.
- 22.09 Any incorrect posting or any other discrepancy which went unprotested on the annual Seniority List in which it first appeared shall not be protested on any subsequent annual posting except that typographical and clerical errors may be corrected at any time.
- 22.10 Retention of Seniority - Medical - A pilot who is medically unfit shall not have his name removed from the Pilots' Seniority List prior to reaching age 60.

ARTICLE 23 - PERIOD OF PROBATION

6/30

- 23.01 The probationary period for a First or Second Officer commences from the date of his first flight as a First or Second Officer.
- 23.02 First Officers and Second Officers will normally be on probation for twelve (12) months from the date of first line flight. In special circumstances, the probationary period may be extended an additional six (6) months and in such case, the pilot concerned shall be advised by the Company in writing stating the reasons.

ARTICLE 24 - FIRST OFFICER PROMOTION TO CAPTAIN STATUS

24.01 Captain Potential Assessment

- .01 First Officers may be given an opportunity to undergo a Captain Potential Assessment at any time. In no case will this assessment be conducted later than during the period November to April immediately following the completion of five (5) years' service with the Company, provided at least two (2) years of service has been completed in First Officer status immediately prior to the assessment.

The pilot will receive at least sixty (60) days' notice of the Company's intent to conduct this assessment.

- .02 The assessment program will normally take place during routine checks carried out with the First Officer in his normal position. Whenever practicable, equipment conversion or reconversion courses may be used for this purpose.

- .03 Such assessment will be conducted on the equipment to which the First Officer is currently assigned or to which he is being converted. The results of this assessment will be made known to the pilot in writing within fourteen (14) days of completion of the Captain Potential Assessment.
- .04 Any First Officer who fails to meet the requirements during the assessment period shall have an additional opportunity to qualify within the six (6) month period immediately following the initial failure. He shall have the option of having a second assessment period conducted by a different supervisory pilot. Any opportunities granted in addition to the two (2) specified herein shall be at the Company's option.
- .05 A First Officer who has failed such opportunities shall maintain his position on the System Seniority List during which time his case may be handled as circumstances indicate to the Company subject to Article 29 of this Agreement. Such pilot shall receive within thirty (30) days a written statement from the Company of his current and future status with the Company.
- .06 A pilot who has failed his Captain Potential Assessment may not bid on a Captain assignment until successful completion of his assessment.
- .07 A pilot whose Captain Potential Assessment has not been assessed is not restricted by the preceding paragraphs of this Article from bidding a Captain assignment.

24.02 Captain Training

- .01 Following successful completion of the Captain Potential Assessment and in accordance with Articles 22 and 25, a First Officer may be assigned to commence the Captain Training Program.
  - .02 The Captain Training Program, under the direction of the Flight Operations Training Department, is comprised of two distinct elements:
    - .01 Transition Training; and
    - .02 Command Indoctrination.
- 24.03 If, during the qualifying period for Captain status, a First Officer is undergoing training on lower-rated equipment than that which he was qualified to fly, or was being paid for in lieu thereof immediately preceding the commencement of the Captain Training Program, his flying pay for each month that he is so assigned will be the greater amount of 24.03.01 or 24.03.02.

- .01 His actual flying pay for the month; OR
- .02 His daily average flying pay for the three (3) block months including overseas and nav-aid pay (exclusive of leave of absence without pay) immediately prior to the commencement of Captain Training. This daily average flying pay shall be adjusted to include negotiated pay increases.

Flight time credits will be in accordance with actual flying performed.

**24.04 Failure During Captain Training**

- .01 A pilot who fails to qualify during the Transition Training element of the Captain Training Program shall be handled in accordance with Article 14.04.01.
- .02 A pilot who fails to qualify during the Command Indoctrination element of the Captain Training Program, will be given appropriate additional training. After completion of the additional training, he will be given a second opportunity to qualify. Should a second failure occur, Command Indoctrination will be temporarily suspended. The pilot will thereafter revert to First Officer status on the transition equipment for a maximum period of twelve (12) months following the second failure. At the end of twelve (12) months, or sooner at pilot option, he will be given appropriate additional training and a third opportunity to qualify. Should a third failure occur, his case shall be reviewed by the Company and he shall be advised in writing within thirty (30) days of his future status within the Company.
- .03 At any time a pilot fails during training, the Company will advise the Association. A full review, including medical evaluation as required, shall be undertaken to ensure there are no medical or other considerations which might affect or bear upon the pilot's performance.

**24.05** The pilot shall have the option of having additional qualifying checks done by a different Flight Supervisor.

**24.06** A pilot who fails to qualify at any stage will continue to receive pay credits as detailed in Article 24.03.

**ARTICLE 25 - PILOT POSITION ASSIGNMENT**

**25.01 PILOT POSITION**

- .01 A pilot position will be defined by Base-Equipment-Status.  
e.g.: YZ B-767 C (Toronto B-767 Captain)

**.02 Equipment/Status Ratings**

For the purpose of Article 25, equipment and status shall be rated in the following order regardless of base:

- |                            |                           |
|----------------------------|---------------------------|
| 1. B-747/400 Captain       | 11. L-1011 First Officer  |
| 2. B-747 Captain           | 12. B-767 First Officer   |
| 3. L-1011 Captain          | 13. DC-8 First Officer    |
| 4. B-767 Captain           | 14. A-320 First Officer   |
| 5. DC-8 Captain            | 15. B-727 First Officer   |
| 6. A-320 Captain           | 16. DC-9 First Officer    |
| 7. B-727 Captain           | 17. B-747 Second Officer  |
| 8. DC-9 Captain            | 18. L-1011 Second Officer |
| 9. B-747/400 First Officer | 19. DC-8 Second Officer   |
| 10. B-747 First Officer    | 20. B-727 Second Officer  |

**.03 Every pilot on the Air Canada system seniority list will be deemed an "active" line pilot and will hold an Awarded Position with the exception of:**

- .01 Permanent supervisors;**
  - .02 Retired pilots;**
  - .03 Pilots on Long Term LOA, for Sickness or otherwise, as determined by the CMSC;**
  - .04 Pilots who have resigned or been terminated;**
  - .05 Pilots who are surplus;**
  - .06 Pilots who have been furloughed;**
  - .07 Deceased Pilots;**
  - .08 Pilots as detailed under provisions of Article 14 and/or Article 24, as determined by the CMSC; and**
  - .09 Pilots suspended under provisions of Article 29, as determined by the CMSC.**
- .04 Pilots who are not "active" as defined above in 25.01.03 will not hold an awarded position and will be deemed as "inactive" line pilots and assigned a designated base, as appropriate, in order to determine certain rights and restrictions as they exist under this Article when returning to active line duty. This designated base will be the base at which the pilot last held an awarded position as an "active" line pilot.**



## 25.02 POSITION REQUIREMENTS

.01 The Crew Manning Steering Committee (CMSC) will meet twice (2) a year to produce a CMSC Review and subsequently a Pilot Position Assignment List. The committee will review future forecast flying and will establish position vacancy and/or reduction requirements for each base. The CMSC shall report the results of each review to Air Canada and the MEC Chairman, and post the expected vacancies and/or reductions, or lack thereof, on Article 25 Bulletin Boards within thirty (30) days.

.02 CMSC review closing date ranges:

Pilot Position Assignment List XX-01: Jan 1 - Jun 30  
Pilot Position Assignment List XX-02: Jul 1 - Dec 31

(Where XX would indicate year, i.e., 90-01)

.03 The CMSC may decide that additional CMSC Reviews are required and may meet as described above in 25.02.01 to produce additional CMSC Reviews or at any time to resolve other matters as necessary.

.04 The number of positions shall be determined by the following formula:

.01 Scheduled flying hours plus flight time credits for each equipment type and status per block month divided by seventy-seven (77) hours; PLUS

.02 Seven percent (7%) of 25.02.04.01 for reserve coverage; PLUS

.03 Vacation people-month requirements; PLUS

.04 Temporary supervisors and Project Pilots.

.05 Additional Reserves

Nothing herein shall prevent the Company from increasing position assignments for reserve coverage in excess of the seven percent (7%) as set forth in Article 25.02.04.02.

.06 Cancellation of CMSC Review

A CMSC Review may be cancelled by the CMSC prior to but not on or after the bid closing date. A subsequent CMSC Review will be posted during the same period or as soon as possible thereafter with respect to necessary time periods required between posting and closing dates as detailed elsewhere in Article 25.

### 25.03 POSITION VACANCIES / REDUCTIONS

- .01 A replacement vacancy is created as a result of retirement, resignation, termination, surplus, furlough, death, long-term sickness, Articles 14/24/29, or appointment as a permanent supervisor.
- .02 A regular vacancy is created as a result of an insufficient number of pilots assigned to a position.
- .03 A reduction exists whenever the number of pilots currently assigned to a position plus any vacancies existing for that position are in excess of the number of pilots required.
- .04 A forced reduction is a reduction that must be assigned, in reverse order of seniority, as a result of unawarded reductions remaining during the bid process. Only pilots who are forced to take such reductions will be deemed to be "forced to reduce" from their position.
- .05 A subsequent vacancy or reduction is a vacancy or reduction (as defined above in 25.03.02 and 25.03.03) created as a result of a change in a pilot's awarded position during a bid award and will not be posted but actioned automatically during the bid award process.

### 25.04 POSTING POSITION VACANCIES AND REDUCTIONS

- .01 Vacancies and reductions will be posted on all Article 25 Bulletin Boards following each CMSC Review showing reasons and dates as applicable. While vacancies are normally posted after they have occurred, retirements and surplus (planned furloughs) can be posted up to one year in advance.
- .02 Posting of vacancies and reductions must take place in adequate time so as to ensure that the closing date will not be less than fifteen (15) days or two (2) days longer than the longest pairing in the system, whichever is greater, from the date of posting.
- .03 The closing date for all vacancies and reductions shall be chosen to fall within the next available Bid Period as detailed in Article 25.02.02 and will be announced with the release of the next CMSC Review.

### 25.05 STANDING PREFERENTIAL BID

- .01 A pilot will be responsible for submitting a Standing Preferential Bid which reflects his current position preferences. This bid will be kept on file and considered current until a more current bid is received.

- .02 A pilot who does not submit a Standing Preferential Bid or who submits an insufficient number of choices will be considered as requesting to remain in his currently awarded position.
- .03 A pilot may qualify his Standing Preferential Bid by bidding:
  - .01 [P], percentage from the top, or
  - .02 [T], positions from the top, or
  - .03 [B], positions from the bottom

as provided for on the Standing Preferential Bid form. The pilot may also indicate, via the SPB form, those bids that are only valid if associated with a Company paid move. Delayed course requests can also be indicated as per 25.10.05.

- .04 Bid preference lines must be complete in all respects with regard to Base, Equipment, and Status. No assumptions will be made on behalf of the pilot. Incomplete bid lines will be disregarded except as follows:
  - .01 A blank numerical value in the qualification field will indicate an unrestricted bid for the indicated position.
  - .02 A blank qualifier (i.e., P/T/B) will be interpreted as a [B], (or from the Bottom) qualifier.

#### 25.06 FREEZES

- .01 A new hire pilot may be frozen from changing equipment and/or status as per Article 25.17.01.
- .02 Pilots who are in their last 18 months of service prior to normal retirement as of the closing date of an associated CMSC Review will be frozen from the award of any vacancy or reduction that involves changing equipment and/or status with the following exceptions:
  - .01 Pilots who require less than a full transition course may be awarded a position and trained at Company option; OR
  - .02 In cases where economic factors override, the CMSC may determine that it is practical to award a position and train a pilot with less than 18 months service remaining; OR
  - .03 Pilots who are force reduced from their awarded position.

- .03 Pilots who are in their last 19 to 30 months of service prior to normal retirement as of the closing date of an associated CMSC Review may be frozen at the discretion of the Company from the award of any vacancy or reduction that involves changing equipment and/or status.
- .04 Pilots who are not frozen as in .02 or .03 above and are awarded a position involving a change in equipment and/or status will commence training no later than 90 days prior to their normal retirement date, unless they have been force reduced from their awarded position in which case training will be at Company option.
- .05 Pilots who are frozen, in accordance with .02 and .03 above, from a position which they would have otherwise held, will be paid hour for hour at the greater of the rates on their current position or the denied position effective with the earliest of the following dates:
  - .01 the activation date the pilot would have received had the pilot not been denied training, as detailed in Article 25.09; OR
  - .02 in accordance with the first applicable condition as follows:
    - .01 the earliest qualification or activation date of any pilot junior to them currently qualified in the same position and requiring the same training who was awarded, (on the same bid award), the same position as that denied;
    - .02 the earliest qualification or activation date of any pilot junior to them currently qualified in the same position who required training and was awarded, (on the same bid award), the same position as that denied;
    - .03 the earliest qualification or activation date of any pilot junior to them who required training and was awarded, (on the same bid award), the same position as that denied;
    - .04 the earliest qualification or activation date of any pilot junior to them who was awarded, (on the same bid award), the same position as that denied.
  - .03 Pay as described above in Article 25.06.05 will continue until such time as the pilot fails to indicate a preference for such position on his standing preferential bid or the pilot's seniority does not otherwise entitle him to hold the associated position, (i.e., pay will be discontinued when there are no pilots junior to such pilot who are assigned or qualified in the associated position).

- .06 Pilots who upbid will be frozen from the award of any vacancy to a lower rated position for a period of thirty (30) months following the closing date of the associated bid award except when such award involves a base transfer.
- .07 Pilots who downbid on their own base may expect to be frozen, at the discretion of the Company, from changing equipment and/or status for a period of thirty (30) months following the closing date of the associated bid award.
- .08 Pilots who downbid on a vacancy in conjunction with a base transfer will be frozen from changing equipment for a period of twelve (12) months and frozen from changing status for a period of twenty-four (24) months, following the closing date of the associated bid award.
- .09 Pilots who are restricted as to equipment and/or status by specific individual agreement between the pilot and the company will be allowed to change equipment and/or status only with company approval. The company will provide the association with a list of pilots so affected whenever an Pilot Position Assignment List is published.

#### 25.07 AWARDING POSITION VACANCIES AND REDUCTIONS

- .01 A posted position vacancy shall be awarded to the senior pilot bidding for such vacancy, subject to the preferences specified in his Standing Preferential Bid (SPB), the provisions of Article 22 (Seniority), and except as otherwise provided for in Articles 25.06, 25.07.03, 25.07.04 and 25.08. Only a pilot holding an awarded position (or a RIR) in the base-status in which a vacancy occurs shall be eligible for award of such vacancy if:
  - .01 The number of pilots required for the base-status (including higher rated status on the same base) is less than or equal to the existing number for that base-status (including higher rated status on the same base) at the time of the award; OR,
  - .02 The number of pilots required for that base is less than or equal to the existing number (including surplus pilots being reactivated to their designated base) at the time of the award.
- .02 Except as otherwise provided in Article 25, a reduction may only be awarded to a pilot who is moving to a position on his current base. A reduction may only be awarded to:
  - .01 A pilot who is moving to a lower rated position; OR

- .02 A pilot who is forced reduced from his current awarded position as described in 25.07.06; OR
- .03 A pilot who is currently holding the same awarded position as a forced reduced pilot and elects to use the seniority of the forced reduced pilot to enable him to move to a higher rated position on his current base. Seniority of the forced reduced pilot shall only be used to determine the eligibility for such a reduction; OR
- .04 Pilots as described in Articles 25.07.06, 25.07.07 and 25.07.08; or.
- .05 A "triple surplus" reduction may be awarded to a pilot if the following conditions are met:
  - .01 More pilots in awarded position than required; and,
  - .02 More pilots in awarded base-status than required; and,
  - .03 More pilots on awarded base than required; and,
  - .04 Pilot is moving to an equal or lower rated position on a base which has fewer awarded pilots than jobs available (i.e.: OPEN BASE).
- .03 Freezes as described in Articles 25.06.06, 25.06.07 and 25.06.08 will not apply to pilots who are forced to take a reduction.
- .04 Freezes as described in Article 25.06.06, 25.06.07 and 25.06.08 will not apply to pilots electing to take a reduction to a lower rate position.
- .05 When a reduction exists on a pilot's current position and a vacancy exists on the pilot's requested position, the pilot will be deemed to be moving on the vacancy (if to higher rated position) or reduction (if lower rated position), as appropriate, with the other being cancelled as the result of such a move.
- .06 A forced reduction is assigned to a pilot whenever the pilot can no longer hold his current equipment by virtue of his seniority. Forced reduction will be in accordance with the pilot's SPB. However, if there is no SPB on file or if there are an insufficient number of choices on an SPB during the award process and a forced reduction is required, a pilot so affected shall be awarded a position, subject to his seniority, in accordance with the following priority:
  - .01 His qualified position if on base.
  - .02 Previous position if on base.
  - .03 Next lower rated position on base until exhausted.
  - .04 Highest position on his base that his seniority entitles him to.

- .05 Most junior position on most junior base that has a net increase, Company paid move.
- .06 Most junior position on most junior base. Company paid move.
- .07 Surplus.
- .07 A pilot forced to reduce from his awarded position to a lower rated status, who has sufficient seniority to hold a position at another base which would enable him to maintain or improve his status may elect to move to that base.
- .08 If a pilot on a base is force reduced out of his current position and is unable to hold any other position at his base, he shall have the option of moving to any position that he can hold in the system. If the pilot elects to move to a base which has, at that time, more jobs available than awarded pilots (i.e.: OPEN BASE), then this move shall be et Company expense.

#### 25.08 REINSTATEMENT RIGHTS

- .01 Reinstatement rights (RIR) to a position will only be assigned when a pilot is forced to reduce from his awarded position. These RIRs will be effective immediately and include the current position assignment award.
- .02 Pilots, when reduced to the extent that they can no longer maintain a position in their awarded base-status, will also acquire any RIRs to a position in that same Base-Status, held by pilots junior to them.
- .03 RIRs will "reserve" vacancy assignments subject to reductions and availability.
- .04 RIRs have a twelve (12) month duration from the time of bid closing associated with the reduction subject to the provisions of Article 25.08.06.
- .05 When more than one pilot holds RIRs, the RIRs will be honored in seniority order subject to the pilots' SPBs.
- .06 A pilot will lose a RIR whenever he bypasses any opportunity to exercise that RIR, when he is reinstated by that RIR or when the RIR expires.
- .07 Any pilot who elects to change base without being forced will not be entitled to RIRs at the base he elects to move from.

- .08 A pilot who is forced to change base and elects to move to the most senior position that he can hold at his new base shall inherit and have the right to exercise any RIRs to a position on that same Base, held by pilots junior to him.

#### 25.09 ACTIVATION DATES

- .01 The training and activation dates for all vacancies end reductions will be provided by the Company within sixty (60) days of the closing date of the associated CMSC Review.
- .02 Activation dates will be established for those pilots who are awarded a position change on an associated bid award. The activation date will be based upon the relative percentage position held by the pilot on his newly awarded position. The date will be established as the earliest of:
  - .01 Date of closing plus 4 months, for top 25%; OR
  - .02 Date of closing plus 6 months, for top 50%; OR
  - .03 Date of closing plus 8 months, for top 75%; OR
  - .04 Date of closing plus 10 months, for top 100%; OR
  - .05 Date of closing plus 12 months, for any pilot requesting delayed training; OR
  - .06 On completion of a specific CMSC bid award, when more than 30% of the active pilots require training, the activation dates will be calculated as above plus two (2) months.
- .03 When an aircraft type new to a specific base first appears in a CMSC Review for bidding purposes, the activation dates associated with those aircraft positions will be calculated as in 25.09.02 above plus four (4) months to facilitate introduction planning. For the purposes of this article, an aircraft type will be deemed to be new to a specific base if assignments on the type have not existed on that base within the previous three years.
- .04 The activation dates as determined in 25.09.02 and 25.09.03 will supersede any previously held activation dates. Previously held activation dates will no longer apply and any pay associated with such previous activation dates will cease.

#### 25.10 TRAINING DATES

- .01 Subject to requests for late training and where practicable, when two or more pilots are awarded identical new positions they shall be trained to that new position in order of activation date, then seniority, regardless of their currently qualified position.



- .02 When two or more pilots are awarded identical new positions, they shall be trained in order of activation date, then seniority, from amongst those pilots who are being trained to that new position provided they are being trained from identically qualified positions, subject to vacation, illness and the provisions of Article 25.10.03 and 25.10.04.

(e.g., All pilots who are currently qualified as Winnipeg A-320 Captain who require training to a newly awarded position as Toronto B-767 Captain will be trained in order of activation date, then seniority.)

- .03 Pilots who have previously held their newly awarded equipment and status and who do not require a full transition course, may be trained out of order.
- .04 A pilot may request a delayed course (late training) for any bid award. Where possible, when a pilot makes such a request, he will be scheduled in reverse order of seniority for the applicable course, that is, the most senior pilot making the request will be trained last. Such requests will be subject to vacation, illness, Article 25.10.03, and training plan requirements. Pilots granted delayed training hereunder will be subject to the provisions of Article 25.09.
- .05 A request made under the provisions of Articles 25.10.04 shall be indicated by placing a mark in the appropriate box marked "DC" (delayed course) on the pilot's SPB next to the applicable preference line.
- .06 Once assigned a training and activation date, a pilot may request a training delay for personal reasons. At the discretion of the Company a training delay may be approved, however, the activation date may be rescheduled to 60 days after the new training date at the discretion of the Company. Any training delays more than three (3) months beyond the associated training period must be approved by the CMSC. In addition, any pilot who for reasons of illness or injury is unable to commence training on the assigned date will be deemed to have requested a training delay for personal reasons and will be handled in accordance with the above.

#### 25.11 BASE TRANSFER

- .01 In no case will a base transfer take place within ninety (90) days of the awarding of a vacancy unless by mutual agreement between the pilot and the Company.
- .02 A pilot who is awarded a vacancy involving a base transfer shall be transferred upon completion of any required training subject to the provisions of 25.11.01.

- .03 Once assigned a training and transfer date, a pilot may request a training and/or transfer date change for personal reasons. At the discretion of the Company such change may be approved subject to Company requirements, however, if a training delay is involved the pilot's activation date may be rescheduled in accordance with 25.10.06. In no case will a pilot's transfer date be advanced by more than six (6) months.
- .04 A pilot undergoing Command training shall be transferred upon completion of any transition training required to qualify him for the commencement of his left seat flying as a First Officer subject to the provisions of 25.11.01.
- .05 A Company paid move will only apply in cases where a pilot is forced from his current base and elects to move to a position at a base with a shortage of pilots (i.e.: OPEN BASE) as per Article 25.07.08.
- .06 A pilot transferring on a Company paid move under this Article shall be entitled to:
  - .01 Two (2) space available passes between his current base and his new base for the pilot and his spouse to facilitate the arranging of accommodation at his new base; and
  - .02 One (1) positive space pass between his current base and his new base for himself and his family for the actual move to his new base; and
  - .03 Moving expenses in accordance with Company Publication 710.
- .07 A pilot transferring at his own expense shall be entitled to:
  - .01 Two (2) space available passes between his current base and his new base for the pilot and his spouse to facilitate the arranging of accommodation at his new base; and
  - .02 One (1) space available pass between his current base and his new base for himself and his family for the actual move to his new base.

- .08 A pilot awarded a position involving a transfer who has not commenced any required training by his transfer date may, by mutual agreement between the Company and the pilot, elect to be transferred to his newly awarded base to fly his qualified equipment and status if it exists on his new base. In such a case, the pilot will be trained to his new equipment prior to any pilot junior to him who received the same position awarded on the same bid. Otherwise, the pilot will continue to fly his qualified equipment and status on his current base until such time as he is transferred in accordance with Article 25.11.02.
- .09 In order to facilitate travel between his current base and his new base, a pilot who has not been transferred by the transfer date of his awarded vacancy involving a base move shall be entitled to:
  - .01 Positive space passes between his former base and his new base;
  - .02 Normal crew cycle expenses in accordance with Article 16.02 for hotel and meals while commuting, and;
  - .03 Expenses and passes as outlined above shall apply for a period not to exceed two (2) complete block months, subject to an extension as outlined in 25.11.10 below.
- .10 A pilot shall be transferred to his new base not later than the end of the second complete block month after his transfer date except when an extension beyond the two (2) complete blockmonths has been approved by the CMSC.

#### 25.12 FAILURE TO QUALIFY

- .01 The position of a pilot who becomes inactive as a result of failing to qualify will be posted as a replacement vacancy after a reasonable period of time, as determined by the CMSC.
- .02 A pilot returning to active duty subsequent to action taken as in 25.12.01 above, will return in accordance with Articles 14, 24, 29, and 25.19.02.

#### 25.13 VACATION

- .01 A pilot who is awarded a vacancy or reduction shall have his vacation rescheduled only by mutual agreement between the Company and the pilot.
- .02 A pilot shall not be awarded a vacation period that conflicts with a planned training period.

#### 25.14 SUPERVISORS

- .01 The last position held by a pilot prior to being appointed to permanent supervisory duty shall be posted as a replacement position vacancy within thirty (30) days of the effective date of his appointment.
- .02 A permanent supervisor may choose to return to line duty by electing to assume any position, by seniority, at his designated base, regardless of the presence of a vacancy or he may bid on a vacancy at any other base subject to the provisions of Article 25.07.
- .03 In electing to bid for a vacancy at another base as in 25.14.02 above, a permanent supervisor is not required to return to active line pilot status prior to submitting such a bid.
- .04 A permanent supervisor may change his designated base provided his seniority would allow such a move and no downbid in status is involved as determined by the CMSC.

#### 25.15 INACTIVE PILOTS

- .01 Inactive pilots who may be eligible for return to active status will have a designated base assigned at the time they are posted as inactive. Such base shall be the base at which the pilot was last awarded a position as an active pilot.
- .02 During the period in which a pilot is posted as inactive, RIRs and freezes will be considered dormant. They will again be valid when the pilot returns to active status unless they have expired in accordance with one of the following:
  - .01 Time expiry of the RIR or freeze (as applicable) or,
  - .02 in the case of an RIR, a junior pilot is reinstated or bypassed, or,
  - .03 in the case of a freeze, the pilot is returned to a position other than that from which he left, or,
  - .04 the pilot is furloughed.
- .03 Returning to Active Status -subject to satisfactory medical examination and aircraft re-qualification, pilots may elect to assume a position in accordance with the following table (and subject to Article 25.06.09), except in the case where senior pilots have been forced reduced from the returning pilot's Designated Base and hold RIRs on such Designated Base. In such case, the returning pilot will be assigned appropriate RIRs and will be eligible to assume the position (subject to Article 25.06.09), of any more junior pilot in the system (in the event of the return of the most junior pilot, he will assume the position held by the most junior active pilot). Once qualified in the declared position, the pilot will be considered 'active' and be eligible to bid.

CATEGORY	RETURNS IN ACCORDANCE WITH THE FOLLOWING
.01 GDIIP	- may elect to assume any position on their Designated Base, as entitled by their seniority.
.02 LOA	- may elect to assume their awarder position (or next higher if removed) at the time such leave began or, if unable, the next lower rated position on their Designated Base until exhausted, then any position on their Designated Base, as entitled by their seniority.
.03 ETD (Art.14/24)	- will assume a position as entitled by their seniority and in accordance with Article 14/24 and as determined by the CMSC.
.04 TER (Art.29)	- will assume a position as entitled by their seniority and in accordance with Article 29 and as determined by the CMSC.
.05 SURPLUS	- will assume any position on their Designated Base, as entitled by their seniority. Pilots will only be returned to active status after all active pilots have had a chance to bid on the available vacancies for reactivation. The pilot's designated base will be protected during such bid as per the provisions of 25.07.01.02.
.06 FURLOUGH	- may elect to assume a position as entitled by their seniority in accordance with Article 32 and as determined by the CMSC.
.04	A 'Surplus' pilot returning to active status who cannot return to his Designated Base and who does not bypass an opportunity to return to a position whereby he does not deny another pilot's return to his designated base, will be eligible for a Company-paid move.
.05	Any pilot returning to active status (other than from "Surplus" or "Furlough") who cannot return to his Designated Base will be eligible for a Company-paid move if moving to a base designated by the Company as open to additional assignments.

- .06 Pilots who are inactive due to GDIIP may elect a change in their base designation as a result of a previous RIR in accordance with Article 25.08.

#### 25.16 BASE EXCHANGE

Pilots holding the same equipment and status shall be permitted to make a mutual exchange of bases provided that the pilots concerned are entitled by seniority to hold the position at the bases of intended transfer and provided that approval is obtained from the Association.

#### 25.17 NEW HIRES

- .01 A pilot may be required to remain in his current status and/or on his current equipment unless he will have completed two (2) years of line service as a pilot prior to the closing date of any vacancy upon which he bids. Such a pilot, having completed two (2) years of line service, shall be entitled to exercise his seniority preference at his base notwithstanding the availability of a vacancy and provided such preference is exercised at the first available opportunity following completion of two (2) years of line service. He shall be trained in accordance with that preference with an activation date no later than six (6) months after having completed two (2) years of line service.
- .02 Positions intended for new hire postings must first be offered to active line pilots during a bid award prior to being filled by new hire pilots.

#### 25.1 a CAPTAIN TRAINING

- .01 A pilot scheduled for Captain training who does not complete any Transition Training required to qualify him for the commencement of Command Indoctrination by his activation date, will on successful qualification as Captain be paid retroactively the greater of:
  - .01 The difference between his pay and minimum guarantee on his promotional equipment for the period from sixty (60) days after his activation date to the date he successfully qualifies as a Captain; OR
  - .02 The difference between his pay and the pay of any pilot junior to him holding his promotional equipment for the period from sixty (60) days after his activation date to the date he successfully qualifies as a Captain; OR

- .03 The difference between his rate of pay and the rate of pay of his promotional equipment for each hour flown for the period from sixty (60) days after his activation date to the date he successfully qualifies as a Captain.
- .02 A pilot undergoing Captain training shall be transferred upon completion of any transition training required to qualify him for the commencement of Command Indoctrination subject to the provisions of 25.11.01.
- .03 A pilot scheduled for Captain training which involves a base move shall be entitled to the provisions of Article 25.11.09 if he has not been transferred by his activation date.
- .04 A pilot who fails at any stage of the Captain Training Program shall not be eligible for the pay benefits specified in Article 25.18.01 but rather as detailed in Article 24.

#### 25.19 PILOT POSITION ASSIGNMENT LIST

- .01 The Company shall, within ten (10) days after the closing date of any bid review, post a Pilot Position Assignment List at all Pilot Crew Bases showing the active pilots at all bases, their position, seniority number, and relative position (%).
- .02 The CMSC may add to any Pilot Position Assignment List any pilot who has returned from inactive status, (e.g., permanent supervisor, Articles 14, 20, 24, or 29, etc.), as well as new hire pilots.
- .03 The list described in 25.19.01 above will be amended to include training and activation dates within sixty (60) days after the closing date of any bid review as per Article 25.09.

#### 25.20 GLOSSARY OF TERMS

- .01 Activation Date -The date, in accordance with Article 25.09, at which time the winner of such vacancy shall be paid at his new rates of pay or present rates of pay, whichever is greater (except failure to qualify as detailed elsewhere in Articles 14, 24, and/or 25). The date is also to be used as the start date for benefits as provided in Article 25.11.09.
- .02 Active Pilot - Any pilot on the system seniority list who holds a Position on the current position list and deemed active as per Article 25.01.
- .03 Article 25 Bulletin Board - A bulletin board at each pilot base in the system set aside for the purpose of posting pertinent Article 25 information.

- .04 **Awarded Position** - The position held by an active pilot as a result of a bid award and defined by "Base, Equipment and Status".
- .05 **Bid Award** -The process whereby position assignments are awarded to pilots in accordance with an associated CMSC Review and the provisions of Article 25.
- .06 **Captain Training** - Training for the successful bidder on a vacancy that will result in the initial promotion to Captain status of a pilot on the system seniority list.
- .07 **Closing Date** - The date declared by the CMSC as the closing date for the next Crew Planning Bid Review, at which time changes to a Standing Preferential Bid or a new bid will no longer be accepted for consideration during the associated bid award process.
- .08 **CMSC** - The Crew Manning Steering Committee consisting of two (2) representatives each from the Company and the Association who shall review all pertinent documentation in order to make accurate determinations of crew requirements. Documentation shall be provided to the CMSC on a confidential basis.
- .09 **Gender/Number** - This Agreement shall be read with all changes of gender and/or number that may be required by the context.
- .10 **Inactive Pilot** - Any pilot on the system seniority list who does not hold a position on the current list and deemed inactive as per Article 25.01.
- .11 **Month** - For the purpose of Article 25 a month is defined as thirty (30) days.
- .12 **Normal Retirement Date** - The date when a pilot is required to retire under the terms and conditions of the Agreement.
- .13 **Posting Date** -The date when a position vacancy or reduction is posted on all Article 25 Bulletin Boards.
- .14 **Qualification Date** - The date a pilot successfully completes the qualifying line check associated with his training.
- .15 **Qualified Position** - The position in which a pilot is currently qualified as defined by "Base, Equipment and Status".
- .16 **Reinstatement Right** - The right assigned to a pilot entitling him to be preferentially awarded a position, without regard to normal seniority provisions, prior to those without these rights subject to the provisions of Article 25.08.



- .17 Restricted Pilot - A pilot who by virtue of specific agreement with the Company is denied certain privileges with regard to Article 25.
- .18 Standing Preferential Bid - The form on which pilots may indicate their qualifications and preferences for Base, Equipment, and Status as well as Delayed Course training requests and Paid Move stipulations.
- .19 Training Date - The date when a pilot scheduled to change positions is expected to commence training. This date shall be declared within sixty (60) days of the closing date of Crew Planning Bid Review.
- .20 Training Period -The training period is the period from bid closing to the latest training date initially assigned in conjunction with an associated bid award.
- .21 Transfer Date - The date established in association with an award involving a base move upon which the pilot will be transferred to his newly awarded base. This date will be 60 days following the planned training date where training is required. In cases where no training is required, the transfer date will be established in accordance with the training plan and the general provisions of Article 25.11.

**ARTICLE 26 - INTENTIONALLY LEFT BLANK**

**ARTICLE 27 -THE INVESTIGATION OF ACCIDENTS OR INCIDENTS RELATED TO THE OPERATION OF AN AIRCRAFT**

- 27.01 Where a pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigation into the accident or incident undertaken by the Company, Transport Canada or the Canadian Transportation Accident Investigation and Safety Board, or any of them.

**NOTE:** Where held out of service, the pilot and the Association will be so notified in writing within seven (7) days along with the reasons therefore.

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

**NOTE:** Both the pilot involved and the Association will be given the opportunity to participate fully in the investigation, will be informed on a regular basis on the course of such investigation and will be provided with a copy of any interim or final reports resulting therefrom.

- 27.03 While pursuant to Article 27.01 a pilot is held out of service pending the outcome of an investigation, he shall be paid for the flights in his block as if they had been flown according to schedule (regular salary in the case of a pilot on flat salary), and shall be credited with such flying time for the purpose of flight time limitations. A pilot not holding a block selection shall be paid and flight time limited the daily average of his flying pay during the previous three (3) block months exclusive of leave of absence without pay. All such pay shall be adjusted to include negotiated pay increases and any incremental pay increases.
- 27.04 Where disciplinary or discharge action is considered following the issuance of an accident investigation report, satisfactory to the Company, the provisions of Article 29 shall be applied from such date of issue.
- 27.05 Prior to any form of investigation or interrogation by the Company following an accident or incident, the pilots shall make themselves available and shall be afforded a medical examination and the results shall be made available to the Company and pilots.
- 27.06 In cases involving aircraft accidents, pilots will not be required to commit themselves orally or in writing to officials of the Company for a period of twenty-four hours following the accident unless they have the opportunity to be represented by CALPA or IFALPA.
- 27.07 Throughout this procedure the pilot involved and/or his designated Association representative(s) may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.

#### ARTICLE 28 - GRIEVANCE PROCEDURE - GENERAL

- 28.01 .01 It is the desire of the parties to this Agreement that local complaints or grievances be settled as promptly as possible.
- .02 Appeals from disciplinary or discharge action are excluded from the provisions of this Article and will be handled in accordance with Article 29.
- 28.02 .01 Grievances under this Article may be initiated by any pilot (group of pilots) who considers himself aggrieved.
- .02 Grievances of a general nature may be initiated by the Association at the appropriate step depending on the nature and scope of such grievance.
- .03 Grievances may be initiated by the Association on behalf of any pilot or group of pilots.

28.03 .01 Any pilot (group of pilots) who considers himself aggrieved, may, after first attempting to obtain a satisfactory settlement with his immediate supervisor, appeal through the following steps in writing outlining both the nature of the grievance and the facts involved, provided the grievance is filed within thirty (30) calendar days after the pilot(s) reasonably would have knowledge of the occurrence of the facts giving rise to the grievance. It is not intended that this limitation will preclude claims arising out of bookkeeping or clerical errors.

Step 1 - Chief Pilot on applicable equipment

Step 2 - The Vice President - Flight Operations

Step 3 - The Chief Executive Officer or his designated representatives.

**NOTE:** Steps 2 and 3 above may be combined into a single step by mutual consent.

.02 The foregoing notice requirements shall not be interpreted so as to restrict consideration of all relevant issues.

28.04 Throughout this procedure, the pilot or pilots involved shall have the right to elect to be represented by the Association and may adduce evidence, make representations, and present, examine or cross-examine witnesses.

28.05 Where the procedures outlined in Article 28.03 have been exhausted, the Association may initiate the arbitration procedure in accordance with Article 30 within thirty (30) days of receipt of the final Company decision provided the grievance involves the interpretation, application, or alleged violation of the provisions of this Agreement.

28.06 .01 The following shall apply at all steps of the grievance procedure specified in Article 28.03.

.01 A hearing shall be held within ten (10) calendar days of receipt by the Company of a written notice of grievance.

.02 Appeals must be lodged in writing within ten (10) calendar days of receipt of any decision.

.03 All decisions shall be rendered within ten (10) calendar days of the hearing and shall be communicated in writing to the parties concerned including, in all cases, the Association.

.02 The time limits specified above may be extended by mutual agreement in writing.

.03 Any decision not appealed within the relevant time limits shall be final and binding on the parties concerned.

28.07 All employee witnesses called by the Association shall be granted time off subject to the requirements of the service and shall be provided with space available transportation to and from the hearing.

28.08 Throughout this procedure, the pilot involved and/or his designated Association representative may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.

**NOTE:** If requested, the Company shall provide the pilot with two (2) copies of all documents relative to such grievance in his file.

#### ARTICLE 29 - GRIEVANCE PROCEDURE - DISCIPLINE OR DISCHARGE

29.01 Where disciplinary or discharge action is contemplated, the pilot involved may, where necessary, be held out of service pending investigation for up to seven (7) calendar days in order to provide local management with sufficient time to investigate and consider all factors involved.

29.02 In cases where disciplinary or discharge action is considered, the principle that the passage of time is a significant mitigating factor should be given substantial weight when reference is made to the past record of the pilot involved.

29.03 .01 Where disciplinary action is taken, the pilot and the Association will be notified in writing along with the reasons for such decision and informed of his right to appeal.

.02 Where discharge action is considered, the pilot shall be suspended pending discharge, notified along with the Association of the reasons for such decision in writing and informed of his right to appeal.

29.04 The provisions of this Article do not apply to pilots during the entire probationary period where questions of flying qualifications are involved.

29.05 A pilot who has been disciplined or suspended pending discharge and who considers himself unjustly dealt with may appeal through the following steps in writing provided that the initial appeal grieving the Company's action is lodged in writing within thirty (30) calendar days after receipt of notification of discipline or discharge:

Step I - Chief Pilot on applicable equipment

Step 2 - The Vice President, Flight Operations

Step 3 - The Chief Executive Officer or his designated representatives.

**NOTE:** Steps 2 and 3 above may be combined into a single step by mutual consent.

- 29.06 Throughout this procedure, the pilot or pilots involved shall have the right to elect to be represented by the Association and shall be given full opportunity to adduce evidence, make representation, and present, examine or cross-examine witnesses.
- 29.07 Where the procedures outlined in Article 29.05 have been exhausted, the Applicant may initiate the arbitration procedure in accordance with Article 30 within thirty (30) days of receipt of the final Company decision.
- 29.08 .01 The following shall apply at all steps specified in Article 29.05.
- .01 Appeals must be lodged in writing within ten (10) calendar days of receipt of any decision.
  - .02 A hearing shall be held within ten (10) calendar days of receipt of notice of appeal.
  - .03 All decisions shall be rendered within ten (10) calendar days of any hearing and shall be communicated in writing to the parties concerned, including in all cases the Association.
- .02 Any decision not appealed within the relevant time limits shall be final and binding on the parties concerned.
- 29.09 All employee witnesses called by the appellant shall be granted time off subject to the requirements of the service and shall be provided with space available transportation to and from the hearing.
- 29.10 Throughout this procedure, the pilot involved and/or his designated Association representative may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.
- NOTE:** If requested, the Company shall provide the pilot with two (2) copies of all documents relative to the case in his file.
- 29.11 If at any step of this procedure, including arbitration, the pilot is fully exonerated, his record shall be cleared of the charges against him, and he shall be reinstated without loss of seniority or pay.

**ARTICLE 30 - ARBITRATION**

**30.01** A Board of Arbitration shall be established when required and shall consist of one (1) member appointed by the Association one (1) appointed by the Company and one (1) Chairman appointed by agreement between the appointees of the Association and the Company or failing such agreement, by the Minister of Labour at the request of either appointee.

In the event that a member of the arbitration board resigns, dies or otherwise is unable to remain a member of the panel, the party who nominated him or, in the case of the Chairman, the other two nominees shall choose a replacement for him as soon as possible in the same manner as set out herein **a b o v e** .

**30.02 .01** Each party must appoint its member to the Board within fifteen (15) days of receipt by the other party of a written submission to arbitration pursuant to Article 28.05 or 29.07.

**.02** By mutual consent the parties may submit any matter to a single arbitrator for determination in accordance with the provisions of this Article.

**30.03 .01** The Board shall have jurisdiction to consider any matter properly submitted to it under the terms of this Agreement.

**.02** The Board shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

**30.04 .01** The Board shall establish its own procedure having due regard to the requirements of natural justice.

**.02** The Board shall make every effort to render a decision with the minimum delay and in no case more than three (3) months from the date of the final hearing.

**30.05** Throughout this procedure, the appellant shall have the right to be represented by whosoever he may designate for this purpose and shall be given every opportunity to adduce evidence, make representations, and present, examine and cross-examine witnesses.

**30.06** The Board shall in the case of a grievance appeal have the authority to render any decision that it considers just and equitable.

**30.07 .01** In the case of disciplinary or discharge appeals, the Board shall have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause.

- .02 In such disciplinary or discharge appeals, the Board may uphold the Company's final decision, fully exonerate and reinstate the appellant with pay for all time lost or render such other decision as it considers just and equitable.
- 30.08 .01 A majority decision shall constitute the decision of the Board; but, failing such majority, the decision of the Chairman shall govern.
- .02 A decision of the Board shall be final and binding on the Association, the appellant and the Company.
- 30.09 Throughout this procedure, the pilot involved and/or his designated Association representative may, upon request, review any information contained in his files in conjunction with a designated representative of the Company.
- NOTE. If requested, the Company shall provide the pilot with two (2) copies of all documents relative to the case in his file.
- 30.10 All employee witnesses called by the Board or the appellant shall be granted time off subject to the requirements of the service and shall be provided with space available transportation to and from the hearing.
- 30.11 .01 The expenses incurred by the Board shall be borne equally by each party.
- .02 Each party shall assume the expenses incurred by its own appointee.
- 30.12 The provisions of this Article shall not in any way limit restrict or abridge any rights or privileges accorded either party according to the law.

#### ARTICLE 31 - PHYSICAL EXAMINATION

- 31.01 Without his consent, a pilot shall not be required to submit to any Company physical examination in excess of periodic six (6) month or one (1) year examination required under government regulation for licence endorsement, unless it is apparent that his health or physical condition is impaired, in which case the pilot will be furnished a copy of the medical examination report. The physical standards required by the Company to be maintained for continued employment as a pilot shall be no more restrictive than those required by the Ministry of Transport at the time of examination, including any waiver policy adopted by the Ministry.
- 31.02 Any pilot hereunder who failed to pass a Company physical examination may, at his option, have a review of his case in the following manner:

- .01 He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the Company's medical examiner.
  - .02 A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the findings of the Company's medical examiner, no further medical review of the case shall be afforded.
  - .03 In the event that the findings of the medical examiner chosen by the employee shall disagree with the findings of the Company's medical examiner, the Company will, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the employee.
- 31.03 The said disinterested medical examiner shall make a further examination of the pilot in question, and the case shall be settled on the basis of his findings.
- 31.04 The expense of employing the disinterested medical examiner shall be borne one-half (1/2) by the pilot and one-half (1/2) by the Company. Copies of each medical examiner's report shall be furnished to the Company and to the pilot.
- 31.05 It is specifically agreed that the findings of the medical examiners concerned herein shall be unbiased, and no exchange of medical opinions or history shall be made either in writing or verbally, until each medical examiner has examined the pilot concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.

#### ARTICLE 32 - FURLOUGH AND SEVERANCE

##### 32.01 Furloughing

- .01 When there is a furloughing of pilots on the system, such furloughing shall be in reverse order of system seniority. Such furloughed pilots shall be offered re-employment in order of their system seniority.
- .02 The Company shall provide at least thirty (30) days written notice to a pilot prior to his being furloughed.
- .03 In the event of a furlough, affected pilots will be provided with a reasonable opportunity to renew the Instrument Flight Rating held at entry into service.



- .04 A pilot who is furloughed shall file his address with the office of the Vice President, Flight Operations or his delegate and shall thereafter promptly advise the Company of any change in address. A pilot shall not be entitled to preference in re-employment if he does not comply with this requirement.
- .05 A pilot offered re-employment shall be expected to respond within fourteen (14) days and to return to the service of the Company within thirty (30) days, or such longer period as may be mutually agreed upon, after notice has been received by registered mail or telegram sent to the last address filed with the Company as detailed in 32.01.04.
- .06 A pilot offered re-employment shall have the option to bypass such offer, provided there are pilots junior to him still on furlough. Such pilot, electing to bypass an offer of re-employment shall not be entitled to the provisions of 32.01.07 and shall forfeit the right to re-employment until subsequent vacancies are available under the provisions of Article 25.
- .07 A pilot re-employed within one hundred and eighty (180) days of being furloughed shall normally be re-employed at the base from which he was furloughed. Should this re-employment not be at the base from which he was furloughed, he shall be entitled to a Company paid move as per the provisions of Article 25.11.06.

### 32.02 Furlough Pay

- .01 Each pilot who becomes furloughed shall be entitled to two (2) weeks pay for each full year of service, prorated, up to a maximum of twenty (20) weeks pay. This provision does not apply to a pilot electing to take a voluntary separation.
- .02 In the event that a furloughed pilot is recalled without having used all his furlough pay, the unused portion will be credited to his account; however, service for additional furlough pay credits will only be accumulated from date of recall.
- .03 Furlough pay shall be based on the average daily earnings of the best three (3) block months during the last twelve (12) months of active line service prior to the effective date of furlough.

### 32.03 Severance Pay

- .01 Each pilot whose service is terminated shall be entitled to one half ( $\frac{1}{2}$ ) month's pay for each full year of service, up to a maximum of six (6) months' pay. This provision does not apply to a pilot on probation in accordance with the provisions of Article 23.01 and 23.02.

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$\frac{1}{2}$   
 $\frac{1}{2}$   
 $\frac{3}{2}$   
 $\frac{1}{2}$

- .02 The provisions of 32.03.01 do not apply where service is terminated for disciplinary, retirement, medical or resignations other than as a direct result of, or during, a furlough.
  - .03 Any pilot who is furloughed shall have the option of choosing to remain on furlough or of severing his employment with the Company. However, at the end of ten (10) years of furlough, severance will be automatic unless otherwise mutually agreed between the Association and the Company. In either case, severance pay based on a pilot's service would be applicable less any furlough pay already received.
- 32.04 Severance pay shall be based on the average daily earnings of the best three (3) block months during the last twelve (12) months of active line service prior to the effective date of severance.

#### ARTICLE 33 - MISSING AND INTERNMENT BENEFITS

- 33.01 Any pilot who, while engaged in the course of his duties for the Company, becomes missing or his whereabouts become unknown or who is reported interned, captured, or held as a prisoner or hostage or is missing under circumstances which would indicate being interned, captured or held prisoner or hostage, shall be allowed compensation calculated on the average daily earnings of the best three (3) block months during the last twelve (12) months of active line service prior to the time he became missing, was captured or held prisoner or hostage. The daily average flying pay shall be adjusted to include negotiated pay increases.

Such compensation shall continue for the period during which he is interned, captured, or held as prisoner or hostage or until the pilot is able to return to regular line duty, subject to the conditions of Article 31. When a pilot is missing or his whereabouts remain unknown, the compensation allowed under this Article shall continue until the date that death is established or for a maximum of seven and one-half (7 ½) years.

- 33.02 The monthly compensation allowable under Article 33.01 shall be deposited in an interest-bearing trust or bank account designated by the employee in the form letter prescribed in Article 33.05.
- 33.03 Any amount paid to a beneficiary in accordance with the above provisions, even though such payment was made after the death of the employee, will not be required to be returned by such beneficiary or by the estate of the employee provided that the Company is satisfied it has been promptly furnished by such beneficiary with any evidence indicating the death of such employee.



**ARTICLE 34 - GENERAL**

- 34.01 Seniority List - No pilot other than a pilot who is entitled to a place on the System Seniority List shall occupy any position as pilot on any scheduled flight operated by the Company.**
- 34.02 Wet Leasing - Wet leasing will be utilized only in cases of a need for service to the public of a temporary nature and where Air Canada is unable to provide that service with its own aircraft and/or crews.**
- .01 In the event that wet leasing becomes necessary in accordance with the above conditions, the Company will notify the Association prior to making such arrangements and after consultation with the Association the Company will distribute compensation for the wet lease in accordance with one of the following methods:**
- a) The Company will place the appropriate amount of wet lease credits in open time for awarding to pilots using the open time awarding procedure; OR**
- b) The Company will issue a Special Position Bulletin for bid by Air Canada pilots in accordance with the provisions of Article 25. Any pilot who would have improved his Position assignment as a result of this bid if the wet lease is continued, shall be paid at the rate for the Position he would have held for each hour he flies or the applicable guarantee, whichever is greater, for the duration of the wet lease.**
- .02 In the event that a rate of pay for the wet lease equipment is not covered by this Agreement, the Company will consult with the Association to determine an applicable rate of pay, otherwise Article 13, New Equipment, will apply.**
- 34.03 Communication with the Company -All orders to or mutual arrangements with pilots involving a change in base station, station assignments, promotions, demotions, furloughs, and leaves of absence shall be stated in writing.**
- 34.04 Liability for Costs - No pilot 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.**

- 34.05 **Scope - Corporation Reorganization** - in the event that the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the recognition now in effect issued by the Canada Labour Relations Board shall not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Association relative to protection of employees' seniority and other conditions of this Agreement. Failing settlement, provisions of the Canada Labour Code will apply.
- 34.06 **Realignment of Routes** - Prior to the realignment of routes presently operated by Air Canada, whether by the addition or deletion of certain routes or segments of routes, the Company will meet with the Association for the purpose of discussing any conditions which may be relative to such realignment.
- 34.07 **Representation during Investigation** - During accident investigation, the pilot or his duly accredited representative or representatives shall have access to any information that may affect the pilot's status. An Association representative shall be part of the Company investigation team.

**34.08 Personnel Records**

- .01 At each Base, there shall be maintained for each pilot two (2) files: one containing information relating to his technical history and performance, and the other containing items of an administrative nature.

These files may be reviewed by the pilot with Base Management at any time on the request of the pilot. Copies of all reports, orders, and all practice, training and flight checks shall be available for individual inspection during regular business hours. A pilot shall be advised of any material of a critical or unfavourable nature at the time such material is placed in his files.

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.02 Notwithstanding the provisions of 34.08.01, excepting cases involving safety of operations, a letter of reprimand, and all documentation pertinent to such a letter of reprimand, placed in a pilot's personal file shall be removed from such file twenty-four (24) months following date of insertion.

- 34.09 **Flight Duty Releases for Association Business** - The Company shall, when requested, authorize release from flight duty all MEC delegates in order that they may attend to Association business, subject to the needs of the service. C31K/4

- 34.10 **Travel While On Association Business** - Air Canada CALPA members travelling on Association business shall be issued passes and flight deck authority when conducting Air Canada business.

**34.11 Issuance of Agreement**

- .01 The Scheduling Rules are a part of the Collective Agreement.
  - .02 The Scheduling Rules will be amended as part of negotiations at the same time as this is being done for the Collective Agreement.
  - .03 The Company shall, not later than sixty (60) calendar days after signing the Agreement, distribute the printed Agreement and Scheduling Rule revisions to the Pilots.
  - .04 The basic information of changes to the Agreement and Scheduling Rules given to the Crew Scheduling Department for their implementation will also be distributed to the pilots at the same time.
  - .05 The Company agrees to distribute Letters of Commitment in 37.02 to all pilots on a one time basis.
- 34.12 Hold-Harmless Clause - The Company shall indemnify a pilot or his estate and provide defense against any claims, whether by third parties or by fellow employees, arising out of such pilot's performance of his duties with the Company as a pilot unless such claims arise from the wilful misconduct of the pilot.

**ARTICLE 35 - CHECK-OFF ASSOCIATION DUES**

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2/1
- 35.01 The Company shall deduct on the payroll for the first period of each month from wages due and payable to each employee coming within the scope of this Collective Agreement an amount equivalent to the monthly dues of the Association, subject to the conditions set forth hereunder.
- .01 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of Agreement excepting to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
  - .02 Membership in the Association shall be available to any employee eligible under the constitution of the Association payment of the initiation or reinstatement fees uniform required of all other such applicants by the Association. Membership shall not be denied for any reasons of race, national origin, colour or religion.

- .03 Deductions shall commence on payroll for the first pay period of the calendar month following completion of the first line flight in a position covered by this Agreement.
- .04 If the wages of an employee payable on the payroll for the first pay period of any month are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- .05 Only payroll deductions now or hereafter required by law, deduction of monies due or owing the company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- .06 The Company shall not be responsible financially or otherwise either to the Association or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amount payable to the Association.
- .07 The question of what compensation, if any, shall be paid the Company by the Association in recognition of services performed under this Article shall be subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- .08 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 the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Association, counsel fees are incurred, these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.



**ARTICLE 36 - DURATION AND EFFECTIVE DATE**

36.01 This Agreement shall become effective April 2, 1993 and shall continue in full force and effect until April 1, 1995 and shall renew itself without change each succeeding year, unless written notice of intended change is served by either party within ninety (90) days prior to the expiry date. In the event that notice is given of intended change, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a further Agreement.

**ARTICLE 37 - LETTERS**

37.01 Letters of Understanding -The following Letters of Understanding (L.O.U.'s) form part of the Collective Agreement.

- (1) L.O.U. 1 Covering Charges for Relief from Flight Duties for Pilots on CALPA Business and Modification to Article 22 - Seniority
- (2) L.O.U. 2 Charter/Cargo Flying
- (3) L.O.U. 3 Third crew member for Boeing 747, Lockheed 1011 and Boeing 727 aircraft
- (4) L.O.U. 4 Relief Pilot - Bombay to London
- (5) L.O.U. 5 Duty and Off Duty Periods
- (6) L.O.U. 6 Group Insurance
- (7) L.O.U. 7 Flight Safety Program Usage of Aircraft Electronic Recording and Reporting Devices
- (8) L.O.U. 8 Career Reorientation Plan
- (9) L.O.U. 9 Group Disability Income Plan
- (10) L.O.U. 10 Introduction B747-400 Aircraft
- (11) L.O.U. 11 Air Canada Pilot Pension Plan
- (12) L.O.U. 12 Two (2) Pilot Aircraft (Excluding DC9) -- Overseas Operations Excluding North America and the Caribbean
- (13) L.O.U. 13 Deleted
- (14) L.O.U. 14 Association/Management Headquarters Committee
- (15) L.O.U. 15 Incident Report Distribution
- (16) L.O.U. 16 Preferential Bidding System
- (17) L.O.U. 17 Canadian Regional Air Carrier Alliance / Liaison / Connector Affiliates
- (18) L.O.U. 18 Move-Up /Transition Provision Canadian Regional-Liaison / Alliance / Connector Carriers
- (19) L.O.U. 19 Off-Shore Assignment B-747-400
- (20) L.O.U. 20 System Pairing Evaluation Committee
- (21) L.O.U. 21 Pilot Crew Meal Guidelines
- (22) L.O.U. 22 Flight Crew Augmentation (Except DC9-DC8)



- (23) L.O.U. 23 Deleted
- (24) L.O.U. 24 Temporary Crew B-737 - Winnipeg Base
- (25) L.O.U. 25 Extension to Collective Agreement
- (26) L.O.U. 26 Hadj Charter Operation - 1993
- (27) L.O.U. 27 Wet Lease Program - Polynesian Airlines 1993/1994
- (28) L.O.U. 28 Pilot Employment Levels
- (29) L.O.U. 29 Pilot Productivity improvement Protection Plan
- (30) L.O.U. 30 RJ-50 Aircraft
- (31)
- (32) L.O.U. 32 Code Sharing
- (33) L.O.U. 33 Joint Sub-Committee Activities
- (34) L.O.U. 34 Compassionate Transfer

**37.02 Letters of Commitment - The following Letters of Commitment form part of this Collective Agreement.**

- |      |            |                |                 |  |
|------|------------|----------------|-----------------|--|
| (1)  | Dec.29/59  | Capt JE Foy    | Capt JL Rood    | Flight pay loss for CALPA negotiators          |
| (2)  | Oct.18/71  | Capt JB Wright | Capt KJ Davis   | Deadheading pass priority                      |
| (3)  | June 4/73  | R Young        | P Mercier       | Flight pay loss for CALPA President            |
| (4)  | Jul.13/77  | Capt MacKinnon | Capt CH Simpson | Introduction of new freighter aircraft         |
| (5)  | Aug.10/77  | Capt NS Bindon | P Pacquin       | Rehabilitation allowance/Pension/Pass Priority |
| (6)  | June 21/78 | CALPA          | Air Canada      | Settlement involving Mr. WP Kelly              |
| (7)  | Jan.9/81   | Capt NJ Foster | Capt CH Simpson | Crew complement in the simulator               |
| (8)  | Feb.5/81   | Capt NJ Foster | Capt CH Simpson | Involuntary assignment                         |
| (9)  | Feb.5/81   | Capt NJ Foster | Capt CH Simpson | Changes to scheduled pairings                  |
| (10) | Feb.5/81   | Capt NJ Foster | Capt CH Simpson | Deadheading on other than designated flights   |

(11)	Apr.3/81	Capt NJ Foster	Capt CH Simpson	Article 2.18 map
(12)	Feb.25/83	CALPA	Air Canada	Introduction of the B-767
(13)	Oct. 2/84	Capt NA Barbour	DG Elrick	War zone insurance coverage
(14)	Oct.18/85	Capt NM Servos	JJ Bourgeault	Pass priority whendeading for training
(15)	Feb.23/87	Capt RO Pearson	WH King	Pass travel - Article 25
(16)	Feb.28/87	Capt NM Servos	GCB Smith	F/J seating - economy flights
(17)	May 20/87	Capt NM Servos	GCB Smith	Scope clause - reopener
(18)	May 21/87	Capt NM Servos	GCB Smith	Centralized crew scheduling
(19)	May 24/87	Capt NM Servos	GCB Smith	Deadheading on other airlines
(20)	May 30/87	Capt NM Servos	GCB Smith	Non-smoking seat selection
(21)	Oct.1/87	Capt NM Servos	GCB Smith	On-board library
(22)	Oct.1/87	Capt NM Servos	GCB Smith	Meal guidelines
(23)	Oct.1/87	Capt NM Servos	GCB Smith	Aircraft headsets
(24)	Feb.27/89	Capt PJ Maloney	GCB Smith	Alliance carriers
(25)	Feb.27/89	GCB Smith	Capt PJ Maloney	LOU No.17
(26)	Sep.20/89	Capt RA Boisvert	GCB Smith	Pilot training
(27)	Aug.17/89	Capt PJ Maloney	GCB Smith	A-320 Training
(28)	Aug.20/90	Capt CH Simpson	Capt PV Palmer	Flight Data Reporting Sys- t e m s
(29)	Mar. 5/91	Capt PV Palmer	GCB Smith	L.O.U. No. 19
(30)	Mar.4/93	Capt. G.B.Dean	Capt CH Simpson	LOFT Training
(31)	Jul.12/93	Capt. G.B. Dean	Capt W MacLellan	Simulator, Training/Checking

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 10th day of N o v e m b e r 1993.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOT:  
ASSOCIATION

B.W. MacLellan

G.B. Dean

Vice President - Flight Operations

Air Canada MEC Chairman

B.R. Corbett

R. Young

Senior Director - Global Routes

Senior Director of industrial Relation!

A.W. Wilford

A.T. Goss

R.D. Christie

G.W. Paler

R. Reid

M.W. Sutcliffe

R.K. Clark

H.H. Campbell

P.A. Hirst

R.A. Adamson

WITNESS:

R.M. Tritt

LETTER OF UNDERSTANDING 1  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

COVERING CHARGES FOR RELIEF FROM FLIGHT DUTIES  
FOR PILOTS ON CALPA BUSINESS AND MODIFICATION  
TO ARTICLE 22 - SENIORITY

L1.01 Effective September 15, 1969, it is agreed that any flying from which a pilot is released for CALPA business may be re-allocated or assigned as follows:

.01 Blockholder

If a pilot requesting flight release for CALPA be a blockholder, the Company would be free to re-allocate such flying at their discretion to any reserve pilots, regardless of seniority, to supervisory pilots, to pilots in training, or via open flying to pilots on makeup.

Should the re-allocation of such flights result, at the end of the month, in additional costs to the Company, then such costs would in turn be assumed by CALPA.

If, at any time during the month it becomes apparent that re-allocation of such flights will not result in reduced costs to CALPA, then the normal seniority rights to such flying will be followed.

.02 Reserve Pilots

If pilot requesting flight release for CALPA business be a reserve pilot, he will be credited and paid, as if flown according to schedule for flights which that pilot could have operated if he had been retained on duty. The Company may re-allocate such flying to any reserve pilot, regardless of seniority, to any supervisory pilot, or to a pilot in training. Should the re-allocation of such flights result, at the end of the month, in additional costs to the Company, then such costs would in turn be assumed by CALPA.

L1.02 Any such flying operated by a supervisory pilot will not be included in the supervisory flying covered by Article 11 of the Collective Agreement.

L1.03 Both parties have the right to terminate this Letter of Understanding any time on thirty (30) days' notice.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 3rd day of September in the year 1969.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

D.C. Tennant

C.H. Simpson

Vice President - Operations

President

J.L. Rood

C.B. Killips

General Manager, Flight Operations

M.E.C. Chairman

F.C. Eyre

Director, Personnel and Industrial Relations

LETTER OF UNDERSTANDING 2  
b e t w e e n  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

CHARTER/CARGO FLYING

It is agreed that the following will apply to Charter/Cargo Flying.

L2.01 Duty periods and/or rest periods outside contractual limitations associated with Charter Flying/Cargo Flying will be by mutual agreement between the Company and the Association.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 30th day of April, 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Senior Vice President,  
Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.V. Palmer  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

LETTER OF UNDERSTANDING 3  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

THIRD CREW MEMBER B747, L1011 AND B727

- L3.01 It is agreed that the third crew member for Boeing 747, Lockheed 1011 and Boeing 727 aircraft shall be a pilot who is on the Pilots' System Seniority List and who holds at least a Commercial licence and held a valid instrument rating when initially assigned to Second Officer status.
- L3.02 It is agreed that equipment assignment requirements for the third crew member shall be filled in accordance with the provisions of Article 25 of the Pilots' Agreement.
- L3.03 in order to assist the Captain or the First Officer in the event of incapacitation, the Second Officer will receive the First Officer ground school and sufficient right seat training to make him familiar with the other pilots' functions.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 30th day of April, 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Senior Vice President,  
Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.V. Palmer  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

LETTER OF UNDERSTANDING 4  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

"RELIEF PILOT" - BOMBAY TO LONDON

The following is applicable to the Bombay - London flight segment where pilots are scheduled to commence duty between the hours of 2200 - 0500 local time:

- L4.01 The Company will schedule an additional pilot, L-1011 qualified Captain or First Officer, who will augment the regular three (3) pilot crew on the Bombay-London flight leg. The additional pilot will be referred to as the "RELIEF PILOT" and will be used to allow the regular operating flight crew (Capt., F/O and S/O) a period of rest in the designated flight deck crew rest area during the flight.
- L4.02 The relief pilot will be provided with a First Class seat unless First Class is completely sold out to full fare passengers. In this event a seat in the first row of "J" class will be provided for the relief pilot.
- L4.03 Routing for the "RELIEF PILOT" will be processed and handled as regular pilot routings except as follows: the Company may plan supervisory pilots or regular line pilots on fam flights before following the procedures identified in the Pilot Scheduling Rules, Section 8, to award/design "RELIEF PILOT" flying.
- L4.04 L-1011 qualified Captains and First Officers operating as "RELIEF PILOTS" will be paid and credited in accordance with their current equipment status.
- L4.05 When the "RELIEF PILOT", identified in Item 1 above, is provided for the Bombay-London flight leg, Article 17.04.02(b) of the Collective Agreement will be revised to read as follows:
- "A pilot scheduled to begin duty between the hours of 2200 and 0500 inclusive, local time, shall not be scheduled to be on duty for more than fourteen (14) consecutive hours."
- L4.06 Effective with the commencement of the service, the Company and the Association will commence evaluating such data as flight times, ground and enroute delays, crew comments and other material to determine the effectiveness of the "RELIEF PILOT" in extending the duty day limitations in Article 17.04.02(b) of the Collective Agreement (maximum scheduled duty period ten (10) hours) for the Bombay-London flight leg.



L4.07 If, due to the needs of the service, the B-747 or the DC-8 are utilized on this route, Items 1 through 6 will be applicable. The seat location for the flight crew rest area will be reviewed by the Company and the Association.

L4.08 Items 1 through 7 above will continue to be in effect until such time as the Company and the Association mutually agree otherwise.

L4.09 The Letter of Understanding will run concurrently with the current Collective Agreement.

IN WITNESS WHEREOF, the parties have signed this Letter of Understanding this 20th day of November in the year 1985.

FOR: AIR CANADA

FOR: CANADIAN AIRLINE PILOTS  
ASSOCIATION

C.H. Simpson  
Vice President, Flight Operations

N.J. Foster  
President

J.J. Bourgeault  
Senior Director, Labour Relations

N.M. Servos  
Air Canada - M.E.C. Chairman

T.W. Dench  
Director, Labour Relations

R. Young  
Director of Industrial Relations

WITNESSES:

R.M. Tritt

R.H.J. Smith

LETTER OF UNDERSTANDING 5  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

DUTY AND OFF DUTY PERIODS

- L5.01 It is agreed that, notwithstanding the provisions of Article 17, the Company will consult with the Association prior to implementation of the following:
- .01 Duty periods in excess of thirteen (13) hours, including deadheading.
  - .02 Duty periods for DC-9 equipment in excess of twelve (12) hours.
  - .03 Duty periods in excess of twelve (12) hours that commence after 1700 hours local time.
  - .04 Duty periods in excess of eleven (11) hours that commence after 1930 hours local time.
  - .05 Duty periods for North America and/or Caribbean operations having in excess of five (5) landings.
  - .06 Duty periods for operations outside of North America and/or the Caribbean having in excess of three (3) landings.
  - .07 Off-duty periods of less than ten (10) hours as provided under Article 17.05.01.

IN WITNESS WHEREOF, the parties hereto have signed the letter of Agreement this 8th day of February 1988.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.J. Maloney  
Air Canada - M.E.C. Chairman

W.H. King  
Director, Employee Relations

R. Young  
Senior Director of industrial  
Relations

WITNESSES:

R.M. Tritt

R.O. Pearson

LETTER OF UNDERSTANDING 6  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

GROUP INSURANCE

It is agreed that the following will apply with respect to group insurance policies.

L6.01 The Company will pay one hundred percent (100%) of the first \$25,000 of Group Life Insurance; the premium for the remainder will be shared fifty/fifty (50/50) between the Company and the employee, with the following coverage effective November 1, 1985.

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Captains	-	\$100,000
First and Second Officers (3rd year and thereafter)	-	\$ 70,000
First and Second Officers (1st and 2nd year)	-	\$ 25,000

Effective December 1, 1987, the post retirement paid up insurance for Captains and First and Second Officers (3rd year and thereafter) shall be twenty-five percent (25%) of the group life insurance to a maximum of \$25,000 decreasing in the fourth (4th) and subsequent years in accordance with the following table to a post retirement paid up insurance amount of \$12,500:

	Captains	F/O's and S/O's 3rd year and thereafter
4th year	\$22,500	\$15,750
5th year	20,000	14,000
6th year	17,500	12,500
7th year	15,000	
8th year	12,500	

Effective December 1, 1987, First and Second Officers (1st and 2nd year) shall receive \$6,250 post retirement paid up insurance.

- L6.02 An Accident Insurance policy will be provided and paid for by the Company with the following coverage effective December 1, 1987.

Accidental Death

Captains	\$137,500
First and Second Officers (3rd year and thereafter)	- \$107,500
First and Second Officers (1st and 2nd year)	\$ 87,500

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This insurance plan includes Accidental Death, Dismemberment and loss of use.

- L6.03 The Company will provide and pay for \$300,000 additional accidental death, dismemberment and loss of use insurance for pilots while travelling in ground transportation provided by Air Canada when on Company business.
- L6.04 The Company will provide and pay for a special policy covering accidents resulting from hijacking activity as follows:

Accidental Death - \$50,000

This insurance plan includes accidental death, dismemberment and loss of use. Effective December 1, 1987 this special policy is terminated.

- L6.05 Group Dental Insurance-The Company will provide and pay for the Company Group Dental Insurance Plan. The Company shall be the sole policy holder and administrator of the above mentioned plan. Effective March 2, 1987 coverage for new orthodontic services is increased to \$1,500.

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- L6.06 Supplementary Health Insurance-The Company will provide and pay for the present Company Supplementary Health Insurance Plan (Extra Plan II). The Plan includes the S.O.S. Medical Assistance program. Effective March 2, 1987 the vision care is increased to a maximum of \$90. every 24 months per eligible person.

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- L6.07 Effective August 31, 1993, for pilots married to a member of the Dental and Supplementary Health Insurance Plans, coordination of benefits is allowed.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 10th day of November 1993.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOT!  
ASSOCIATION

B.W. MacLellan

R. Young

\_\_\_\_\_  
Vice President - Flight Operations

\_\_\_\_\_  
Senior Director of Industrial Relation!

B.R. Corbett

G.B. Dean

\_\_\_\_\_  
Senior Director - Global Routes

\_\_\_\_\_  
Air Canada - M.E.C. Chairman

A.W. Wilford

G.W. Paler

WITNESSES:

R.M. Tritt

A.T. Goss

\_\_\_\_\_  
Director, Labour Relations  
- Flight Operations

\_\_\_\_\_  
Contract Administrator

LETTER OF UNDERSTANDING 7  
BETWEEN  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

FLIGHT SAFETY PROGRAM  
USAGE OF AIRCRAFT ELECTRONIC  
RECORDING AND REPORTING DEVICES

The parties hereto agree that the following procedures will apply in order to ensure a mutually satisfactory usage of information for the Flight Safety Program, utilizing Aircraft Electronic Recording and Reporting Devices. These procedures are subject to the obligations of the parties to comply with government regulations.

- L7.01 Cockpit Voice Recorders will only be used under the Flight Safety Program as mutually agreed by the Company and the Association.
- L7.02 The Company will ensure that Cockpit Voice Recorders will have an operable means of erasure at the termination of flight.
- L7.03 Prior to usage for maintenance purposes, the Cockpit Voice Recorder tape will be completely erased.
- L7.04 The Company shall use its best efforts to ensure the security of Cockpit Voice Recording equipment against unauthorized removal and/or playback.
- L7.05 Whilst the parties recognize that flight data can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant and accurate information to assist in accident reconstruction, it is agreed that recording and reporting devices and the data obtained or derived from the Flight Safety Program will not be employed to monitor, nor to electronically check, the judgement and/or ability of any individual pilot. This does not preclude the use of de-identified information in the interest of Flight Safety Program in a manner mutually agreeable to the Company and the Association.
- L7.06 When data is retrieved by the Company under the program for other than maintenance purposes, or any other mutually agreed safety programs, both the Captain and the Association will be notified.

- L7.07 No information or data derived, developed or obtained from or as a result of the Flight Safety Program utilizing Aircraft Electronic Recording and Reporting Devices will be used by the Company, the Pilots, or the Association in any civil, administrative, penal, criminal, disciplinary, discharge or termination action or proceeding of any kind. Nor shall any data or information obtained as a result of knowledge derived from the Flight Safety Program utilizing Aircraft Electronic Recording and Reporting Devices be used, nor permission granted for use, as the basis of, or in justification of any such civil, administrative, penal, criminal, disciplinary discharge or termination action or proceeding of any kind.
- L7.08 The Company agrees to make available to the Association, upon request by the MEC Chairman, reasonable pertinent stored data relevant to the Association's interest in flight safety. No data obtained or derived from the Flight Safety Program identifying a pilot or crew shall be released without the permission of all persons so identified.
- L7.09 It is agreed that no program to read routinely recorded data, except for maintenance purposes, will be introduced without mutual agreement of the Company and Association.
- L7.10 It is agreed that no recording devices, except for maintenance purposes not heretofore utilized in the Company's aircraft, will be installed without mutual agreement of the Company and the Association.

IN WITNESS WHEREOF, the parties hereto signed this Agreement this 11 th day of December in the year 1985.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Vice President - Flight Operations

N.J. Foster  
President

R.A.C. Dennis  
Chief Pilot and Director Flying

N.M. Servos  
Air Canada - M.E.C. Chairman  
Toronto

J.D. Robinson  
Chief Pilot and Director Technical

R. Young  
Director of Industrial Relations



LETTER OF UNDERSTANDING NO. 8  
Between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

CAREER RE-ORIENTATION PLAN

It is hereby agreed that:

L8.01 A pilot who fails to maintain or achieve competency and, as a result, whose services with the Company are terminated, shall be paid the following allowances:

5 weeks for the first three years, prorated;

3 weeks per year, prorated until the maximum of 52 weeks has been reached.

The maximum benefit of 52 weeks will be reduced by six (6) weeks per year, prorated commencing on the pilot's 51st birthday. This allowance shall be based on the average daily earnings of the last twelve (12) full calendar months prior to the effective date of termination.

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The rate of pay shall be the average daily earnings of the last twelve (12) full calendar months on the equipment and status held immediately prior to the competency problem.

- L8.02 The above allowances shall not apply to a pilot who is on probation.
- L8.03 A pilot will become eligible upon commencing his third year of employment with the Company at which time his past service will accrue.
- L8.04 The provisions of the plan will not apply where the service will terminate because of resignation, normal or early retirement, medical or health reasons, or discharge as a result of wilful misconduct.
- L8.05 Should a pilot otherwise entitled to the benefits of this plan accept alternate employment with the Company, he shall forfeit any claim to the above allowances.
- L8.06 This Agreement shall have no effect on the rights of the individual under the terms of the Collective Agreement.

This Agreement has been made and entered into by and between the parties on this 3rd day of April, 1981 and shall be effective on the 1st day of December, 1980 and shall continue in full force and effect concurrent with the Collective Agreement subject to such notice as contained therein.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 3rd day of April in the year 1981.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson

R.E. Cook

B.F. Miller

N.J. Foster

J.J. Bourgeault

R. Young

R.A.C. Dennis

G.H. Clifford

WITNESSES:

J. David Robinson

R.H. Mayberry

LETTER OF UNDERSTANDING 9  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION  
GROUP DISABILITY INCOME PLAN - PILOTS

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**GROUP DISABILITY INCOME INSURANCE PLAN - PILOTS**

**L9.01 GENERAL**

- .01 Purpose of the Plan - The "Air Canada Group Disability income insurance Plan - Pilots" shall provide a reasonable level of income protection during periods that a pilot is, for medical reasons, unable to perform his regular duties, subject to the limitations herein.
- .02 Application for Membership - "Record of Participation" ACF850, includes Group Life, Supplementary Health and Disability Income Insurance Plans. Form ACF850 will be prepared in duplicate, with the original being forwarded to Payrolls, Winnipeg 849, and the copy retained on local file.
- .03 Certificate of Membership - No individual certificates are issued under this plan.

**L9.02 COVERAGE**

- .01 Eligibility - Participation in the plan is a condition of employment (including Pilots in-training).
- .02 Maximum Covered Salary - The maximum covered salary will be \$15,000 per month for all disability commencing on or after June 2, 1989.
- .03 Disabilities Covered by the Plan
  - (a) "Disabled" - A pilot shall be considered disabled if the Air Canada Medical Department or Transport Canada determine that, for medical reasons, he is unfit to fly.
  - (b) "Totally Disabled" - A "totally disabled" employee is one whose condition is judged by the Underwriter to be such that he is unable to work at any job for which he is reasonably fitted by education, training or experience.
  - (c) "[Medically Restricted Return to Duty]" -A pilot returning to flight duty with a medically restricted licence which precludes him from occupying his former position shall have his Group Disability Benefit pay the difference between his actual earnings in the restricted position and his presumed earnings at the time of his original disability.
    - i) His presumed earnings at the time of his original disability will be based on the three (3) full block month average or twelve (12) block month average whichever is the greater immediately preceding the month in which the disability commenced.

- ii) Allowable service will continue to accrue during the period that a pilot is in receipt of benefits.
  - iii) Pensionable earnings credits will continue to be based on his presumed earnings as defined in (i) above.
  - iv) All other benefits in accordance with the position being flown consistent with the terms of the Collective Agreement.
- (d) Pregnancy Leave - A pilot who is pregnant is covered under the Plan for the periods during the pregnancy she has been declared unfit to fly for medical reasons by a certified physician. A post partum medical examination will be required within thirty (30) days.

NOTE: L.O.C. #14 dated February 14, 1985 re pregnant pilots is deleted.

.04 Disabilities Not Covered by the Plan - Benefits are not payable for any of the following:

- (a) An accidental bodily injury arising out of or in the course of any employment for remuneration or profit other than with Air Canada.
- (b) An injury or sickness which is a result of a hostile act occurring in a war zone which the employee has entered voluntarily and not in the course of the performance of his duties with the employer.
- (c) An intentionally self-inflicted injury or sickness.

.05 Restricted Coverage

- (a) Hysteria
- (b) Phobic reactions
- (c) Obsessive compulsive reactions
- (d) A psychoneurotic disorder
- (e) A behavioural disorder
- (f) Alcoholism, or
- (g) Drug addiction

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For items (a) to (e) above, the employee is covered when receiving continuing treatment from a physician who is certified in psychiatry, and in the case of items (f) and (g) the employee is undergoing an alcohol or drug addiction rehabilitation program that has received the prior approval of the Company but only while the employee is undergoing the program of rehabilitation, OR unless required to meet the minimum sickness and injury provisions of the Unemployment Insurance Act.

The Plan provides for a twelve (12) month benefit period for the disabilities as listed under 2.05.

Notwithstanding, it is the intention to consider each of these claims individually and, based on the assessment of the insurer's Claim Department and Medical Board and the Air Canada Medical Directors made during the initial year to continue payment beyond one year, in accordance with the terms of the policy where the condition is judged to be sufficiently severe as to be comparable to a psychosis." By virtue of the fact, these cases require individual consideration, they do not lend themselves to precise contract definition.

In all cases where it is the intention of the insurer to terminate a pilot's benefit after the initial twelve months, the insurer will so notify the Disability Income Advisory Committee in time to allow them to adjudicate the claim in accordance with its terms of reference.

**NOTE:** Subject to the minimum requirements under the Sickness and Injury Provisions of the Unemployment Insurance Act, and regulations, no benefits are payable to any claimant who fails to undertake and maintain any program of rehabilitative training or treatment which is recommended by his physician or by the Company's Medical Board and is designed to result in an improvement in his condition with a view to making possible his/her requalification for flight duties.

#### **.06 Suspension/Reinstatement of Coverage**

**.01 Suspension of Coverage - Coverage shall be suspended on the date:**

- (a) **Voluntary Leave of Absence-**An employee is placed on Voluntary leave of absence, and shall remain suspended for the duration of the Leave of Absence. If the employee becomes disabled while on such Leave of Absence, he will be entitled to income benefits from the plan commencing the thirty-first (31st) day from the date he is scheduled to return to active employment.
- (b) **Employment Suspension -**An employee is Suspended from active employment except that in the case of a member who becomes disabled prior to being placed on suspension, he will continue to be entitled to income benefits until assessed as fit to return to active employment. If an employee becomes disabled during such period of suspension, he will be entitled to receive income benefits from the plan commencing on the thirty-first (31 st) day from the date he is scheduled to return to active employment.

(c) Furlough - An employee is Furloughed, except that if the employee is disabled prior to being placed on furlough, he will continue to receive the benefits of the plan until such time as he is assessed fit to return to active employment.

(d) On Strike/Lockout-An employee is On Strike or Locked Out as a result of a dispute between CALPA and Air Canada except that in the case of a member who becomes disabled prior to any such strike or lockout, he will continue to be entitled to income benefits until assessed as fit to return to active duty. If an employee becomes disabled during such period of strike or lockout, he will be entitled to receive income benefits from the Plan commencing on the thirty-first (31st) day from the date he is scheduled to return to active employment.

.02 Reinstatement of Coverage - Coverage is automatically reinstated on return to active employment.

.07 Termination of Coverage - Coverage terminates on the earliest of:

- (a) The date the employee leaves the Company.
- (b) The date the employee ceases to be a Pilot.
- (c) The date the employee retires.
- (d) The last day of the month in which the employee attains his 60th birthday.
- (e) The date the employee dies.

NOTE: Coverage may NOT be terminated at the option of the individual member.

.08 Conversion Privilege - There is no conversion privilege for this insurance.



**L9.03 COSTS AND BENEFITS**

**.01 Premium - The total monthly premium for this Group Disability Income Insurance Plan is paid by the Company.**

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**.02 Waiting Periods**

(a) For each separate disability period there is a waiting period of 30 consecutive days before disability benefit payments commence. During this period, sick leave will be in accordance with the Sick Leave provisions of the Collective Agreement.

(b) Under the terms of the plan, the disability commences on the date of original disablement and, for successive periods of absence, disability benefit payments will commence immediately without a further waiting period if: such absence is due to the same cause and is separated by less than 180 days of active full time employment, or due to different cause and is separated by less than 30 days of active full time employment.

**NOTE 1:** Employees absent from work due to illness or injury covered under Workmen's Compensation will be removed from the payroll in accordance with Chapter 10 of Publication 711. (Refer to Subsection 4.05 of this chapter for effect on income benefits.)

**NOTE 2:** For administrative purposes, the date disability commences is deemed to be the date the member is unable to report for flight duties.

**.03 'DISABLED'- Benefit Schedule**

**Disability Income Benefits and Benefit Periods for Disabilities Which Commence on or After June 2, 1989:**

**Schedule of Benefits**

An employee who is disabled shall be paid a benefit, determined by applying that percentage of the employee's monthly earnings shown opposite his applicable year of service, for the benefit period shown in the following schedule.

Years of Service	Benefit period	Amount
1	(30 day W/P) + 11 months at 75% + 2 years	(24 months) at 40%
2	(30 day W/P) + 11 months at 75% + 2 years	(24 months) at 41%
3	(30 day W/P) + 11 months at 75% + 2 years	(24 months) at 42%
4	(30 day W/P) + 11 months at 75% + 3 years	(36 months) at 43%
5	(30 day W/P) + 11 months at 75% + 4 years	(48 months) at 44%
6	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 45%
7	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 47%
8	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 49%
9	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 51%
10	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 53%
11	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 55%
12	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 57%
13	(30 day W/P) + 11 months at 75% + 15.5 years	(186 months) at 59%
14	(30 day W/P) + 11 months at 75% + 15 years	(180 months) at 60%
15	(30 day W/P) + 11 months at 75% + 14 years	(168 months) at 60%
16	(30 day W/P) + 11 months at 75% + 13 years	(156 months) at 60%
17	(30 day W/P) + 11 months at 75% + 12 years	(144 months) at 60%
18	(30 day W/P) + 11 months at 75% + 11 years	(132 months) at 60%
19	(30 day W/P) + 11 months at 75% + 10 years	(120 months) at 60%
20	(30 day W/P) + 11 months at 75% + 9 years	(108 months) at 60%
21	(30 day W/P) + 11 months at 75% + 8 years	(96 months) at 60%
22	(30 day W/P) + 11 months at 75% + 7 years	(84 months) at 60%
23	(30 day W/P) + 11 months at 75% + 6 years	(72 months) at 60%
24	(30 day W/P) + 11 months at 75% + 5 years	(60 months) at 60%
25	(30 day W/P) + 11 months at 75% + 4 years	(48 months) at 60%
26	(30 day W/P) + 11 months at 75% + 3 years	(36 months) at 60%
27	(30 day W/P) + 11 months at 75% + 2 years	(24 months) at 60%
28	(30 day W/P) + 11 months at 75% + 2 years	(24 months) at 60%
29	(30 day W/P) + 11 months at 75% + 2 years	(24 months) at 60%
30 and over		

(30 day W/P) + 11 months at 75% + 2 years (24 months) at 60%

Notwithstanding anything to the contrary expressed or implied in the above schedule, if on the date an employee becomes disabled his Years of Service as a Supervisory Pilot or Pilot total:

- i) at least three years but less than 6 years, his "Benefit Period" shall be increased by 30 days for each full calendar month worked in excess of the number of full years shown in the column entitled "Years of Service".

- ii) at least 13 years but less than 14 years, his "Benefit Period" shall be decreased by 15 days for each full calendar month worked in excess of the employee's number of full years of service as a Supervisory Pilot or Pilot.
- iii) at least 14 years but less than 27 years, his "Benefit Period" shall be decreased by 30 days for each full calendar month worked in excess of the employee's number of full years of service as a Supervisory Pilot or Pilot.

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.04 "Totally Disabled" - For claimants who are assessed as "Totally Disabled", benefits in the second and subsequent years will be paid at 60% of salary to the earlier of death, recovery or attainment of age 60.

.05 Minimum Benefit

Notwithstanding anything to the contrary contained in the Schedule of Benefits, it is hereby provided that in no event shall an employee's benefit be less than the monthly equivalent of the current weekly benefit paid under the Unemployment Insurance Act of Canada.

.06 Calculation of Benefits

- (a) "Monthly Earnings" -The average gross Air Canada earnings during the three full block months or 12 block months, whichever is the greater, immediately preceding the month in which disability commenced, not exceeding \$15,000 per month effective June 2, 1989.
- (b) The use of sick days as per Article 19.08.02 of the Agreement to increase the benefit level may not be utilized by a pilot to exceed 100% of "monthly earnings" as defined in 3.06(a) above. Upon return to active employment, an adjustment to the number of sick days utilized may be required.
- (c) "Revised Salary" - If there is a revised salary schedule or collective agreement which is retroactive to a date prior to the last day entitled to pay there will be an adjustment to the benefits payable.
- (d) "Vacation Clearance and/or Return to Payroll" -Income benefits will be suspended during any period the employee is returned to the payroll at the full pay of his regular job or due to vacation clearance by form ACF801 (see Publication 707, Chapter 3, Section 4), regardless of the continuing disability.

NOTE: Should suspension of income benefits occur during the first year benefit period, the first year level of income benefits will be extended by a corresponding period.

**.07 Indexation of Benefits**

**Effective Date** - The following escalated benefits will become payable to eligible claimants in Canada as of January 1, 1990.

**Eligible Claimants** - Employees who are classified by the Company as "disabled or totally disabled".

**Basis of Calculation** - On January 1 of each year a pilot's GDIP benefit will be indexed by applying 50% of the change in the CPI for the period November to October in the immediately preceding respective two (2) years.

The indexation benefit will be limited to a maximum increase of five percent (5%).

The applicable adjustment to benefits will be made effective with the first benefit payment issued on or after January 1 of each year.

Pilots who are on GDIP benefits less than one (1) year as of January 1 will have their CPI increase prorated.

**.08 Termination of Benefits** - All benefits will cease for all employees upon attainment of age 60.

**.09 Waiver of Premiums For Other Plans**

While an employee is in receipt of benefits under the plan:

- (a) Contributions are waived and allowable service continues in the Air Canada Pension Plan.
- (b) The employee is entitled to full coverage under the Group Life, Dental and Supplementary Health Insurance Plans, and the Basic Accidental Death, Dismemberment and Loss of Use (AD&D/LU) Insurance Plan without cost to him.

**NOTE:** When employed in Air Canada in either an alternative job or part-time in a regular job, normal payroll deductions will be made for:

- i) Group insurances, as applicable; and
- ii) Pension if the salary in the alternative job exceeds that received in his regular job.

#### L9.04 CLAIMS PROCEDURES

##### .01 Action By The Employee - The employee will:

- (a) Notify his immediate supervisor of the expected duration of his absence on the first day of his disability.
- (b) If absence is likely to last more than thirty (30) days, obtain the "Confidential Statement of Claim" (ACF863A), the "Attending Physician's Statement" (M543) and the pre-addressed blue-cornered envelope (ACF851G) from the base Personnel Services office.
- (c) Complete Part 1 of the "Confidential Statement of Claim" form and return it to his Flight Supervisor or to Personnel Services who will complete Part 2.
- (d) Once Part 1 and Part 2 are completed, have the Physician complete the "Attending Physician's Statement". If declared "medically unfit to fly" and removed from flight duties, the "Attending Physician's Statement" should be completed by the Company medical officer.

NOTE: If there are any problems completing the claim form, contact the Flight Supervisor or a Personnel Services representative for assistance.

NOTE: In some cases, to enable payment (or continuation of payment) of benefits, Great-West Life may ask for additional information from the attending physician. It is recommended that the physician be requested to provide the required information as soon as possible in order to avoid any undue delay in the adjudication of the claim.

##### .02 Assessment of Claims

A medical decision will be made to determine whether it is a case of "Total Disability" or "Disabled" as defined (see Section 2.03).

- (a) It is not necessary for an employee to be confined to his home in order to be considered "totally disabled"; however, to be eligible for benefits, the employee must be continuously disabled and under the continuous care of a physician legally licensed to practice medicine.
- (b) The assessment of disability will be based on reports of the employee, the employer and the attending physician. Consideration will be given to the employee's ability to perform alternative work and the appropriateness of such work for the employee involved.

(c) Prior to the end of the first year of disability, the Underwriters will assess the degree of the employee's disablement to determine whether the employee is disabled or totally disabled as defined under the plan. The results of such assessment will be forwarded to the Corporate & Human Resources Branch, the Advisory Committee and to Payrolls.

**.03 Follow-Up Information**

- (a) Follow-up medical reports will be required by the Underwriter from time to time while benefits are being paid. These follow-up reports will be requested at varying intervals depending on the nature of the disability.
- (b) While it is the responsibility of the Underwriters to conduct the normal follow-up on disabled employees, Air Canada may require an investigation be made of a particular case where doubt exists as to the validity of the employee's disability or the duration of the period of disablement. When circumstances suggest a special investigation is required, refer the situation to the Corporate & Human Resources Branch, Montreal, as quickly as possible, with full particulars, for further handling with the Underwriters, the Medical Board and/or the Advisory Committee, as applicable. (It may be necessary to withhold further income benefits until the results of the investigation are known).

**.04 Disputed Claims**

- (a) Should the employee be dissatisfied with the assessment, he may lodge an appeal through his representatives on the Advisory Committee for reconsideration. (See Section 6 for role of the Advisory Committee).
- (b) Where an assessment is in dispute, a three (3) man medical board will be established and the findings of this board will be considered as final.

**L9.05 DISABILITY INCOME PLAN ADVISORY COMMITTEE**

- (a) A committee known as the Disability Income Plan Advisory Committee will be formed. This Committee will consist of three (3) members appointed by the Association and three(3) members appointed by Air Canada. This Committee will adjudicate all disputed claims. To permit the Committee to perform its function, all pertinent and requested information, other than information considered confidential between the claimant and the attending physician, will be provided to the Committee.

The Committee will be informed in all cases where it is the intention of the insurer to terminate a pilot's benefit (other than for termination of normal "schedule" benefits) and shall by majority vote have the authority to extend the period of coverage when in their opinion such extension would contribute to the claimant's ability to return to active status. The duration of any such extension shall also be subject to the agreement of a majority of the Advisory Committee.

- (b) It would be difficult, indeed unwise, to attempt to establish rules and procedures that will apply in each and every case. Guidelines have been provided that should apply in most circumstances. In arriving at its conclusions, the Advisory Committee should be guided by common sense and the purpose of the Plan.
- (c) Any dispute arising out of the application or interpretation of the Disability Income Plan not resolved by a majority vote of the Committee shall be settled by arbitration in accordance with Article 30 of the currently effective employment agreement between the Parties except when the dispute is one regarding a medical opinion, a Board shall be established.

#### **L9.06 MEDICAL BOARD - SELECTION AND DUTIES**

- (a) Where a medical assessment is in dispute a three (3) man medical board will be established as follows:
  - i) One Medical Examiner as appointed by Air Canada.
  - ii) One Medical Examiner selected by claimant.
  - iii) The Examiners in (i) and (ii) above to agree upon and appoint a third qualified and disinterested Medical Examiner, preferably a specialist in the related field.
- (b) The findings of this Board will be considered as final.

#### **L9.07 CORRESPONDENCE ABOUT THE PLAN**

##### **.01 Who To Contact**

- (a) Enquiries about payments, completion of forms, income benefits, individual claims, etc.:
  - i) Base Personnel Services Representative
  - ii) Flight Supervisor

iii) Group Disability Income Insurance Administration  
Human Resources - Air Canada  
Air Canada Centre, Dorval Base  
P.O. Box 14000  
St. Laurent, Quebec  
H4Y 1H4

(b) Other enquiries:

i) Representatives of CALPA

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding  
this 30th day of April, 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson

N.S. Bindon

Senior Vice President, Flight Operations

President

G.C.B. Smith

P.V. Palmer

Senior Director, Labour Relations

Air Canada - M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert



LETTER OF UNDERSTANDING 10  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

INTRODUCTION B747-400 AIRCRAFT

In recognition of the need to facilitate an orderly introduction of the B747-400 aircraft, the parties have agreed to the following provisions;

L10.01 Base/Equipment Assignments

Pilots who have been awarded a 747-400 Position Vacancy may be subject to an Off Shore assignment.

L10.02 Training

- .01 Section 10.01 of this letter will be in affect only at Crew Base(s) where pilots have bid and have been awarded a position on the B747-400.
- .02 Pilots who have been trained and qualified on the B747-400 aircraft will not be permitted to DOWNBID to a lower position rating prior to April 2, 1993.
- .03 Pilot transfers between crew bases are not affected by this Letter of Understanding and the provisions of Article 25 apply.
- .04 A pilot may not be awarded a B747-400 position vacancy, at Company discretion, if he is planned to retire within thirty (30) months of the bid closing date of the position denied. A pilot so denied shall be paid the greater of the following:
  - Rates of pay on equipment/status denied for each hour flown and credited;
  - Actual earnings on equipment being flown;
  - Minimum guarantee based on equipment/status denied;for the twenty-seven (27) months preceding his planned retirement date.

**L10.03 Position Ratings**

Article 25.07 will be amended as follows effective immediately:

- |                           |                          |
|---------------------------|--------------------------|
| 1. B747-400 Captain       | 11. L1011 First Officer  |
| 2. B747 Captain           | 12. B767 First Officer   |
| 3. L1011 Captain          | 13. DC8 First Officer    |
| 4. B767 Captain           | 14. A320 First Officer   |
| 5. DC8 Captain            | 15. B727 First Officer   |
| 6. A320 Captain           | 16. DC9 First Officer    |
| 7. B727 Captain           | 17. B747 Second Officer  |
| 8. DC9 Captain            | 18. L1011 Second Officer |
| 9. B747-400 First Officer | 19. DC8 Second Officer   |
| 10. B747 First Officer    | 20. B727 Second Officer  |

**L10.04 Substitution**

- .01 The Company acknowledges that, during the introduction of the B747-400 aircraft, blockholders on other equipment may lose flying time as a result of substitution by the B747-400.
- .02 On an interim basis until the completion of six (6) months of operation, if this type of substitution occurs, the provisions of Article II.13 shall apply but shall not be limited to the last seven (7) days of the month. Similarly, the provisions of related Articles 11.14 through 11.17 shall apply for the whole month.

**L10.05 ARTICLE 17 - HOURS OF SERVICE**

Notwithstanding Article 17, for duty periods in excess of fourteen (14) hours, the off-duty periods shall be not less than the preceding duty period..

- L10.06 Should any additional issues arise as a result of the introduction of the B747-400 aircraft, the Company and the Association will meet in an expeditious manner to resolve any outstanding issues.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 30th day of April 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Senior Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.V. Palmer  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

LETTER OF UNDERSTANDING 11  
between  
AIR CAN&DA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

AIR CANADA PILOT PENSION PLAN

L11.01 Effective January 1, 1990, the Air Canada Pension Plan will be amended to provide that in case of early retirement, a pilot's pension shall be reduced on the basis of the rules of the Air Canada Pension Plan in effect in respect of retirements before June 1, 1989, i.e. the denominator used in Section 6.2 of rules of the Air Canada Pension Plan to calculate the reduction applicable in case of early retirement shall be the sum of the member's number of months of qualifying service and the number of months the member's attained age is less than 60.

L11.02 Effective January 1, 1990, a pilot who retires in accordance with the rules of the Air Canada Pension Plan (as amended pursuant to Section 11.01 above) shall be entitled to a total pension calculated and payable in accordance with rules with the exception of the maximum pension defined in such rules which, instead of \$1,715 multiplied by the pilot's years of allowable service, shall be equal to new amounts ("maximum pension unit") multiplied by the pilot's years of allowable service. The maximum pension unit varies with the year of retirement as follows:

MAXIMUM PENSION UNIT

<u>Year of Retirement</u>	For years of allowable service before <u>01-01-1990</u>	For years of allowable service after <u>01-01-1990</u>
1990	1784	2277
1991	1855	2368
1992	1929	2463
1993	2006	2561
1994	2087	2664
1995	2170	2771
1996	2257	2881
1997 and after	2348	2996

The pension and the maximum pension shall be calculated separately for allowable service before and after January 1, 1990. For members retiring with 35 years of allowable service, the calculation shall be made using the years in respect of which the member has contributed to the pension plan.

The portion of the pension which cannot be payable from the Air Canada Pension Plan due to the limits imposed by Revenue Canada for the registration of a pension plan shall be payable from the Company's general revenues. Such portion of the pension shall be payable in the same form as the pension payable under the Air Canada Pension Plan.

In the event a pilot terminates service or dies before pension commences, this Section 11.02 shall not apply and the maximum pension unit shall therefore remain at \$1,715 in respect of such pilot.

- L11.03 Notwithstanding Section 11.01, the pension payable in respect of a pilot's allowable service before January 1, 1990, shall not be less than the pension payable in respect of the same period of allowable service calculated in accordance with the rules of the Air Canada Pension Plan in effect on December 31, 1989.
- L11.04 Effective January 1, 1990, the Air Canada Pension Plan will be amended to provide that the maximum annual contributions required from a pilot for a calendar year shall be increased from \$3,500 to an amount equal to three times the maximum pension unit applicable for allowable service after January 1, 1990 to those who retire in that year, e.g. maximum pilot contribution in 1993 is \$7683 (3 X \$2561).
- L11.05 A pilot who has retired during the period from June 1, 1989 through December 1, 1989 or who will retire during such period shall be entitled, effective January 1, 1990, to a total pension calculated in accordance with Section 11.02 of this Letter of Understanding and using \$1784 as the Maximum Pension Unit. Such pilot will also receive effective January 1, 1990 from the Company's general revenues, a lump sum representing the sum of the additional payments the pilot would have received from retirement date through December 1, 1989 if his pension had been calculated using \$1784 rather than \$1,715 as the maximum pension unit.
- L11.06 Notwithstanding Section 11.02 in the event a pilot dies before pension commences but after having completed at least fifteen (15) years of qualifying service, the benefits payable to the surviving spouse, if any, shall be the greater of the death benefits payable from the Air Canada Pension Plan and an annual lifetime pension equal to 50% of the accrued pension calculated as per Section 11.02 above.

L11.07 It is agreed that the Company will establish a separate pension plan for pilots based on the existing rules and regulations of the Air Canada Pension Plan - Canada; and have the rules and regulations of the Pilot plan, including amendments, be signed as part of the Collective Agreement between Air Canada and CALPA.

L11.08 While the Company intends to establish a separate Pilot pension plan and actuarially determine the Pilots' share of both the Air Canada trust fund's assets and the Canadian plan's unfunded liabilities, the Company will co-mingle the assets of the two plans in one fund for investment purposes. CALPA's actuaries shall have access to all pertinent information involved in finalizing this process.

90/1

L11.09 The Air Canada Pilot Pension Plan shall be administered by a committee comprised of equal numbers of pilot and Company appointees.

L11.10 The pilot portion of the pension trust fund will have costs, normally borne by the fund, charged on a proportionate basis.

L11.11 Air Canada recognizes that further amendment to the rules and regulations of the Pilot plan may be necessary to ensure that the Plan will comply with the provisions of the Pension Benefits Standards Act and the Income Tax Act; and the Company agrees that wherever possible Air Canada will uphold the intent of the existing rules and regulations of the Air Canada Pension Plan - Canada when making those required amendments. Any such amendments will be subject to mutual agreement.

L11.12 The Company will absorb any additional administrative costs of establishing this new plan.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 10th day of November 1993.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

B.W. MacLellan  
\_\_\_\_\_  
Vice President - Flight Operations

R. Young  
\_\_\_\_\_  
Senior Director of Industrial Relations

B.R. Corbett  
\_\_\_\_\_  
Senior Director - Global Routes

G.B. Dean  
\_\_\_\_\_  
Air Canada - M.E.C. Chairman

A.W. Wilford  
\_\_\_\_\_

G.W. Paler  
\_\_\_\_\_

WITNESSES:

R.M. Tritt  
\_\_\_\_\_

A.T. Goss  
\_\_\_\_\_

LETTER OF UNDERSTANDING 12  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

TWO (2) PILOT AIRCRAFT EXCLUDING TWO (2) PILOT AIRCRAFT  
/EXCLUDING DC9) - OVERSEAS OPERATIONS  
EXCLUDING NORTH AMERICA AND THE CARIBBEAN

In that the Company and Association desire to maintain a safe and efficient operation on two (2) pilot aircraft, it is hereby agreed that:

L12.01 The guidelines for the Maximum Scheduled Duty Period for pairings involving overseas operations will be twelve (12) hours on duty and limited to a maximum of two (2) flight legs.

L12.02 Where a deadhead movement occurs as the last leg of a duty day and results in L12.01 being exceeded, the normal duty limitations specified in Article 17.04 will be applicable. The maximum duty time in Article 17.04 will be limited to fourteen (14) hours.

L12.03 in accordance with current practice, pairings which exceed L12.01 or L12.02 will be reviewed and resolved between the Senior Vice President, Flight Operations and the MEC Chairman.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 30th day of April 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C. H. Simpson  
Senior Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.V. Palmer  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

- 126 -

LETTER OF UNDERSTANDING 13  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

DELETED



LETTER OF UNDERSTANDING 14  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

ASSOCIATION/MANAGEMENT HEADQUARTERS COMMITTEE

- L14.01 In recognition of the need for increased communication on matters of policy and discussion of issues which may have impact on the Association, the pilot group or the Company, it is agreed that a small committee composed of senior representatives of the Association, Flight Operations and Labour Relations will meet on a quarterly basis in Montreal to review such matters.
- L14.02 Topics to be discussed will be exchanged two weeks in advance of the meetings which will be scheduled to occur in February, May, August and November annually.
- L14.03 Minutes of these meetings will reflect the discussion and any resolutions which may have been reached and will be distributed to senior management of Flight Operations and the CALPA Master Executive Council.
- L14.04 The Company and the Association agree that this procedure is intended to compliment and enhance current channels of communication.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 8th day of February, 1988.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.J. Maloney  
Air Canada - M.E.C. Chairman

W.H. King  
Director, Employee Relations

R. Young  
Senior Director of Industrial  
Relations

WITNESSES:

B.M. Tritt

R.O. Pearson

LETTER OF UNDERSTANDING 15  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

INCIDENT REPORT DISTRIBUTION

L15.01 Flight Operations will forward a copy of categorized incident reports to CALPA if requested to do so by the individual pilots.

L15.02 Air Canada form ACF26 will include a distribution box for forwarding to the Canadian Air Line Pilots Association.

L15.03 The reports requested to be copied to CALPA will be forwarded to CALPA Headquarters, ATTN: Air Canada MEC Chairman.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 8th day of February, 1988.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.J. Maloney  
Air Canada - M.E.C. Chairman

W.H. King  
Director, Employee Relations

R. Young  
Senior Director of Industrial  
Relations

WITNESSES:

R.M. Tritt

R.O. Pearson

LETTER OF UNDERSTANDING 16  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION  
PREFERENTIAL BIDDING SYSTEM

- L16.01 CALPA and the Company have agreed to develop a Preferential Bidding System.
- L16.02 The Association and the Company have agreed to form a joint Preferential Bidding System Committee (PBSC). The PBSC will be responsible for the administration of the Preferential Bidding System.
- L16.03 Contractual changes to the Collective Agreement that are recommended by the PBSC as a result of the Preferential Bidding System shall be subject to approval by both the Company and the CALPA.
- L16.04 Contractual changes outlined in L16.03 shall be effective on the date of implementation of PBS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 10th day of November 1993.

FOR: AIR CANADA

B.W. MacLellan

\_\_\_\_\_  
Vice President, Flight Operations

B.R. Corbett

\_\_\_\_\_  
Senior Director, Global Routes

A.W. Wilford

\_\_\_\_\_

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

R. Young

\_\_\_\_\_  
Senior Director, Industrial Relations

G.B. Dean

\_\_\_\_\_  
Air Canada - MEC Chairman

G.W. Paler

\_\_\_\_\_

WITNESSES:

R.M. Tritt

\_\_\_\_\_  
Director, Labour Relations  
- Flight Operations

A.T. Goss

\_\_\_\_\_  
Contract Administrator

LETTER OF UNDERSTANDING 17  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

CANADIAN REGIONAL AIR CARRIER ALLIANCE/  
LIAISON/CONNECTOR AFFILIATES

It is recognized that in order to enhance Air Canada's overall Canadian market presence, it is necessary for the Company to enter into "feeder" arrangements by creating, acquiring or maintaining an equity position with Regional Air Carriers - Alliance/Liaison/Connector.

L17.01 The Company will not enter into or continue with a "feeder" arrangement with any Regional Air Carrier-Alliance/Liaison/Connector carrier that uses an aircraft having a passenger seat configuration in excess of 70 seats or a combined passenger/freight or freight payload in excess of 70 seats or a combined passenger/freight or freight payload in excess of 20,500 pounds or any aircraft with a jet, turbojet or fanjet engine or equivalent.

L17.02 A Regional Air Canada - Alliance/Liaison/Connector will not be permitted to replace Air Canada on any route where Air Canada has withdrawn, partially or completely, from the route without prior consultation between Air Canada and the Association and without providing economic data and reasons for the decision to the Association prior to such withdrawal.

Furthermore, in the event of such a partial or complete withdrawal, no Air Canada pilot will be furloughed as a direct result of the replacement by such a Regional Air Carrier or another Air Carrier with whom Air Canada has a Commercial Agreement. This protection is also applicable to Air Canada's Canadian freight routes.

L17.03 The provisions of L17.01 do not apply to five (5) BAE146-100/200 series aircraft operated by Air Nova, five (5) BAE146-100/200 series aircraft operated by AirBC, or three (3) B737 aircraft operated by NWT Air. In addition, AirBC, Air Nova or NWT Air may replace on a temporary basis, such aircraft with an equivalent aircraft for maintenance or operational reasons without invoking the provisions of L17.01.

L17.04 Notwithstanding L17.01, a Regional Air Carrier - Alliance/Liaison/Connector will by mutual agreement between Air Canada and CALPA be permitted to operate aircraft exceeding the provisions of L17.01.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 10th day of November 1993.

**FOR: AIR CANADA**

**B.W. MacLellan**

\_\_\_\_\_  
Vice President, Flight Operations

**B.R. Corbett**

\_\_\_\_\_  
Senior Director, Global Expansion

**A.W. Wilford**

\_\_\_\_\_

WITNESSES:

**R.M. Tritt**

\_\_\_\_\_  
Director, Labour Relations  
- Flight Operations

**FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION**

**R. Young**

\_\_\_\_\_  
Senior Director of Industrial Relations

**G.B. Dean**

\_\_\_\_\_  
Air Canada - MEC Chairman

**G.W. Paler**

\_\_\_\_\_

**A.T. Goss**

\_\_\_\_\_  
Contract Administrator

LETTER OF UNDERSTANDING 18  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

MOVE-UP/TRANSITION PROVISION  
CANADIAN REGIONAL - LIAISON/ALLIANCE/CONNECTOR CARRIERS

It is hereby agreed that the opportunity of orderly advancement into an Air Canada Pilot Position will be made available to all pilots who are in the employ of all Air Canada Canadian Regional - Liaison/Alliance/Connector carriers.

L18.01 It is acknowledged that the intent of this provision is for Air Canada to ultimately offer positions and hire pilots only from the Air Canada Canadian Regional - Liaison/Alliance/Connector network, while respecting the law and in particular the requirements of the Employment Equity Guidelines of the Government of Canada.

.01 During the transition period for this agreement, a minimum hiring ratio of 40 percent from the Regional - Liaison /Alliance /Connector carriers will be in effect. This ratio will be reviewed on a regular basis by an Air Canada/CALPA Joint Committee responsible for the implementation of this L.O.U.

.02 Should there be any pilot available to train to occupy vacancies as in .01 above, the Company will then hire from outside the Regional - Liaison/Alliance/Connector network.

L18.02 Pilots will be offered Position Vacancies in order of seniority from a combined Seniority List of the Regional - Liaison/Alliance/ Connector network of Air Canada who accepts this provision as compiled by CALPA subject to the Labour Laws of Canada, following the date of implementation of this Agreement.

.01 Pilots hired will be placed on the Air Canada Pilot Seniority List as new hires, subject to the conditions of Article 22 of the Collective Agreement.

L18.03 A pilot will be required:

.01 To meet the published basic requirements and minimums that relate to employment with Air Canada as a pilot and to successfully complete the assessment process.

.02 to meet the performance standards established by Air Canada that apply to newly hired pilots.

- L18.04 Pursuant to an agreement between CALPA and Regional - Alliance/Liaison/Connector, a pilot who fails to qualify for a position on the Air Canada System Seniority List may have the option of returning to the position held at his previous employer.
- L18.05 Subject to L18.03, an Alliance pilot may bid and will be awarded vacancy within Air Canada. If he has not been on current equipment and/or status with the carrier for a period of 24 months, Air Canada may refuse his bid at that time. However, his seniority position will be reserved on the Air Canada Pilot Seniority List. During this period, time served as a pilot will be treated as time served as Air Canada pilot for the purpose of pay when he joins Air Canada.
- L18.06 A pilot holding an Air Canada pilot position shall have no right to revert or return to a Regional - Alliance/Liaison/Connector. .
- L18.07 A pilot transitioning to Air Canada from a Regional - Liaison/Alliance/Connector will be paid in accordance with Article 3.01 concurrent with his date of employment as Flight Staff with the Company.
- L18.08 If there is a total sale or divestiture of any Regional - Alliance/Liaison/Connector, then the pilots of that carrier will be removed from the combined seniority list of the Regional - Alliance/Liaison/Connector carrier network of Air Canada, as compiled by CALPA, subject to the Labour Laws of Canada.

This Agreement has been made and entered into by and between the parties on this 27th day of February 1989 and shall be effective on the 1 st day of August 1989 and shall continue in full force and effect concurrent with the Collective Agreement and subject to notice as contained therein.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

G.C.B. Smith

P.J. Maloney

Senior Director, Labour Relations

Air Canada - M.E.C. Chairman



LETTER OF UNDERSTANDING 19  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION  
OFF-SHORE ASSIGNMENT - B-747-400

It is agreed that Frankfurt and Singapore may be designated as Off-Shore Assignments (OSA).

L19.01 Assignment(s) may be in increments of one (1) to three (3) block months.

L19.02 The Company will designate the Crew Bases from which the assigned crews will be drawn. Pilots must be qualified on the equipment assigned to the OSA (as per Section 4.03.01 and .02 of the Scheduling Rules).

L19.03 In the event there are insufficient bids received as established in .02, the assignment will be filled by seniority preference with pilots qualified at other bases (subject to crew equipment requirements at other bases) or in reverse order of seniority from pilots qualified at the designated base. However, no pilot(s) will be involuntarily assigned for two (2) consecutive months (including part months) nor for more than a total of two (2) months in any twelve (12) month period.

L19.04 Flying that becomes open as a result of short term illness to a pilot while on an OSA shall be assigned as per Section 8 of the Scheduling Rules and normal pay guarantees will apply (deadhead, THG, DPG, etc.).

L19.05 Pilots awarded the OSA will be paid the maximum monthly pay (1/2 day, 1/2 night rates) plus overseas operations pay.

L19.06 Adequate and reasonable expense allowances, including a transportation component, will be established for each Off-Shore Base. The allowances shall be reviewed quarterly in consultation with the Association.

L19.07 Bidding on the assignment will normally close sixty (60) days prior to the effective date of the assignment, but not less than forty-five (45) days prior.

L19.08 Position Vacancies on B-747-400 aircraft will reflect the requirement that pilots bidding on that equipment are subject to an Off-Share Assignment.

L19.09 Pilots will not normally be permitted to return to home base during an OSA to complete periodic training and/or medicals.

- L19.10 Dependent upon the length of the assignment and the length of their outstanding vacation, successful bidders on an OSA may be required to arrange vacation deferments prior to the OSA. Advice of this requirement will be provided with the advice of the availability of the OSA(s).
- L19.11 While on assignment, a pilot's hospital and medical bills will be paid on location by the Company. On return from the Off-Shore Assignment, the pilot, within a reasonable time, will reimburse the Company that portion of the hospital and medical bills that are covered by the pilot's Medicare and Company medical plan.
- L19.12 All Company insurance and benefit plans remain in full force. Provincial medical benefits will be arranged by the individual pilot and/or the Company as applicable for the duration of the assignment. If benefits cannot be arranged, the Company will ensure that benefits are covered.
- L19.13 All position vacancies and other relevant Company information will be forwarded to pilots at the OSA.
- L19.14 Pass priority for deadheading on Company and foreign carriers will be as per the current Collective Agreement. One (1) positive space pass will be provided for spouse and dependents.
- L19.15 Pilots will be given three (3) days off prior to departure for, and two (2) days off at the particular station prior to, commencement of his first flight of the OSA. Pilots will be given five (5) days off upon arrival at home base. These days off shall not be used to offset those already scheduled under Article 17.06 during the OSA. Any deadhead or operating flights required to position the pilot to or from the assignment will be assigned to the pilot for his consideration in bidding his total flying for the adjacent bid periods.
- L19.16 Pilots will be displaced and paid for any scheduled flying that operated into or on these planned days off before and after an OSA. On return from an OSA, a pilot displaced from flights during the five (5) days may be assigned to other flying during his normally planned work days outside the five (5) days. Such flying will be assigned within twenty-four (24) hours of his arrival from the OSA and may not exceed the scheduled flight time (of the displaced flights) remaining outside of the five (5) days.
- L19.17 The Company shall establish the procedures for and assist in the acquisition of visas and necessary documentation required for assignment to an OSA.
- L19.18 Selection of the accommodation will be made by the MASC. Depending on the length of the OSA, the criteria shall be furnished accommodations, including household effects, utilities, television and telephone. all of which is provided at Company expense.

L19.19 The Company will offset any tax liability to a foreign country which is in addition to normal Canadian Income Taxes.

L19.20 Except as provided above, the terms of the Collective Agreement remain in effect. In that this L.O.U. was developed well in advance of the commencement of operations involving OSA's, changes to this L.O.U. may be required. The Company and the Association will meet expeditiously to resolve issues which may arise.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 30th day of April, 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Senior Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.V. Palmer  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

LETTER OF UNDERSTANDING 20  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

SYSTEM PAIRING EVALUATION COMMITTEE

L20.01 As a result of the present contract negotiations, it has been agreed that the Company and the Association will jointly form a committee to evaluate Flight Crew pairings generated by Air Canada.

This committee will be known as the System Pairing Evaluation Committee (S.P.E.C.) and will be comprised of the following members:

- Representing the Association;

The Association will appoint a maximum of three (3) members including a minimum of one (1) Air Canada pilot.

- Representing the Company;

The Company will appoint a maximum of three (3) members including a minimum of one (1) Air Canada management pilot.

L20.02 The Committee will conduct regular meetings on a quarterly basis and at other times as they deem necessary.

The Committee will develop its own operating rules and procedures for the review and evaluation of pairings which have been identified as exceeding the following:

.01 Duty and Off Duty Periods (LOU 5)

- (a) Duty periods in excess of thirteen (13) hours, including deadheading.
- (b) Duty periods for DC-9 equipment in excess of twelve (12) hours.
- (c) Duty periods in excess of twelve (12) hours that commence after 1700 hours local time.
- (d) Duty periods in excess of eleven (11) hours that commence after 1930 hours local time.

- (e) Duty periods for North America and/or Caribbean operations having in excess of five (5) landings.
- (f) Duty periods for operations outside of North America and/or the Caribbean having in excess of three (3) landings.
- (g) Off-duty periods of less than ten (10) hours as provided under Article 17.05.01.

**.02 Two (2) Pilot Aircraft (excluding DC9) Overseas Operations excluding North America and the Caribbean (LOU 12)**

- (a) The guidelines for the Maximum Scheduled Duty Period for pairings involving overseas operations will be twelve (12) hours on duty and limited to a maximum of two (2) flight legs.
- (b) Where a deadhead movement occurs as the last leg of a duty day and results in L20.02.02 (a) being exceeded, the normal duty limitations specified in Article 17.04 will be applicable. The maximum duty time in 17.04 will be limited to fourteen (14) hours.

**.03 Flight Crew Augmentation except DC9/DC8 (LOU 22)**

- (a) One (1) additional flight crew member;
  - (i) extends the duty period by up to two (2) hours to a maximum of fourteen (14) hours.
  - (ii) limits the number of scheduled landings to three (3) for duty periods in excess of twelve (12) hours provided there is not more than one (1) flight leg following the longest flight leg.
- (b) Two (2) additional flight crew members;
  - (i) extends the duty period by up to four (4) hours to a maximum of sixteen (16) hours.
  - (ii) limits the number of scheduled landings to two (2) for duty periods in excess of fourteen (14) hours.

L20.03 In the process of evaluating the pairings, the Committee shall be guided by but not limited to the following:

- .01 L20.02 above may be exceeded by agreement of the Committee, however the limitations in Article 17, shall not be exceeded without flight crew augmentation.

.02 Reference to pairings which have been operated in the past which exceeded L20.02 but were deemed acceptable to the Association.

L20.04 The following factors will be considered individually and cumulatively in assessing the acceptability of pairings;

- .01 Departure/arrival times
- .02 Number of landings
- .03 Time on duty (including flight deck duty time)
- .04 Deadheading - Prior to/after
- .05 Off duty rest periods
- .06 Airport and/or Hotel Location
- .07 Crew Base Time Zone
- .08 Nutritional requirements

Based on these guidelines, with due recognition of Flight Safety and the continuing need for pairing efficiency, agreement within the Committee shall not be unreasonably withheld.

L20.05 Pairings which are in dispute will be returned to the System Pairing Analyst Manager for immediate rectification where possible.

L20.06 If a dispute continues to exist, then it will be handled as follows:

.01 For pairings exceeding L20.02.01

- (a) If due to time or Right crew constraints the pairing(s) cannot be changed it/they will be introduced and flown in the system for a maximum of two (2) block months.
- (b) The SPEC shall, within fifteen (15) days of notification, evaluate and resolve the pairing(s) in dispute.
- (c) If unable to resolve the pairing(s) in dispute, the SPEC shall advise the offices of the Senior Vice President, Flight Operations and MEC Chairman of the reason(s), as well as recommendations for resolution of the disputed pairing(s). The Senior Vice President and the MEC Chairman will then review the pairing(s) in dispute and it/they will be resolved or cancelled.

.02 For pairings exceeding L20.02.02 and L20.02.03

- (a) The SPEC shall, within fifteen (15) days of notification, evaluate and resolve the pairing(s) in dispute.

(b) If unable to resolve the pairing(s) in dispute, the SPEC shall advise the offices of the Senior Vice President, Flight Operations and MEC Chairman of the reason(s), as well as recommendations for resolution of the disputed pairing(s). The Senior Vice President, Flight Operations and the MEC Chairman will then review the pairing(s) in dispute and it/they will be resolved.

L20.07 The Company and the Association agree that current Letters of Understanding 5, 12 and 22 remain dormant, except paragraphs L22.02 and L22.03, as long as this Letter of Understanding remains in effect.

L20.08 The Company shall retain the right to terminate this Letter of Understanding upon ninety (90) days notice in writing to the Association, after which time Letters of Understanding 5, 12 and 22 will be in effect.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 30th day of April, 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Senior Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.V. Palmer  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

LETTER OF UNDERSTANDING 21  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

PILOT CREW MEAL GUIDELINES

Recognizing all aspects of Flight Safety as its primary objective, Flight Operations will ensure balanced meals are provided to pilots at regular intervals. Whenever possible, meals will be boarded according to the pilots normal eating periods, thereby satisfying the nutritional needs of the operating crews.

The type of in-flight meal boarded will depend on the time of day at the departure station and follow the normal breakfast, lunch, dinner sequence or part thereof.

All meal periods at a subsequent layover point will automatically revert to the local time upon arrival.

Flight Operations will attempt to keep meal intervals to a five (5) hour maximum and at the appropriate "reasonable meal hours" as described herein.

**L21.01 Meal Periods**

Breakfast - Up to 0830  
Lunch - 1200 to 1330  
Dinner - 1730 to 1930

**L21.02 Flight Leg Lengths and Ground Times**

- .01 Hot meals will only be boarded on flight legs of 1:35 or more.
- .02 A minimum ground time of 1 :15 domestic and 1:30 transborder is required in order to eat a proper meal between flights.
- .03 Whenever the ground time between flights is less than 1 :15/1:30 and the boarding of a hot meal on the next flight leg is not feasible (less than 1:35 flight time), a sandwich snack may be boarded.
- .04 Applicable allowances will be paid whenever the ground time is insufficient and the boarding of a hot meal is not possible.



**L21.03 Breakfast Guidelines**

- .01 A cold breakfast will be boarded for all departures up to 0830 inclusive. No breakfast allowance will be paid out of home base.

**L21.04 Lunch Guidelines**

- .01 A hot meal will be boarded on all flight legs (min. 1:35) which operate over the lunch period (1200 to 1330). A sandwich snack will be boarded for flight legs less than 1:35.
- .02 Pilots terminating duty at home base will be paid the lunch allowance for arrivals of 12:30 or later (local time), providing the applicable meal was not already boarded on a previous flight leg.

**L21.05 Dinner Guidelines**

- .01 A hot meal will be boarded on all flight legs (min. 1:35) which operate over the dinner period (1730 to 1930). A sandwich snack will be boarded for flight legs less than 1:35.
- .02 Pilots terminating duty at home base will be paid the dinner allowance for arrivals of 18:30 or later (local time), providing the applicable meal was not already boarded on a previous flight leg.

**L21.06 Snacks**

- .01 A snack allowance will be paid whenever a legal layover extends through the hour of 0200 local time.
- .02 Sandwich snacks will be boarded in addition to a hot meal on certain longhaul flights (overseas/global).

**L21.07 Fruit Boxes**

- .01 A fruit box for each pilot will be boarded for each duty period over 4:00 hours.

**L21.08 Deadheading**

- .01 No allowances will normally be paid for crews deadheading during a meal period if a passenger meal service is provided.

#### L21.09 Domestic Freighter Guidelines

- .01 For overnight operations (20:30 to 07:00), a hot dinner and hot breakfast, along with a fruit box for each pilot, will be boarded. For operations with three (3) legs or more, Flight Operations will endeavour to board the hot dinner on the first leg and the hot breakfast on the last leg prior to destination.

#### L21.10 Nighthawk Operations (20:00 to 07:00)

- .01 A hot meal and fruit box for each pilot will be boarded for the outbound leg and a hot breakfast will be boarded for the return leg.
- .02 If the ground time prior to the return leg exceeds 2:00 hours, a snack allowance will be paid.

#### L21.11 Symbols

- .01 The following symbols appear on the monthly pairing sheets to indicate food service boarded for pilot consumption.

HB - Hot Breakfast  
CB - Cold Breakfast  
HM - Hot Meal  
HL - Hot Lunch  
HD - Hot Dinner  
FB - Fruit Box  
2F - 2 Fruit Boxes  
SS - Sandwich Snack

#### L21.12 General

- .01 These guidelines are meant to cover the majority of situations. Some adjustments to the meals boarded and/or allowances may be required on certain routes in order to maintain proper nutrition.
- .02 Pilots requesting an adjustment should contact their L.E.C. Accommodation & Meal representative, who will present the request to the Base Flight Manager for approval.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 30th day of April, 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Senior Vice President, Flight Operations

N.S. Bindon  
President

G.C.B. Smith  
Senior Director, Labour Relations

P.V. Palmer  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

LETTER OF UNDERSTANDING 22  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

FLIGHT CREW AUGMENTATION  
(EXCEPT DC9 - DC8)

**L22.01** It is agreed that duty periods in excess of those specified under Article 17 and/or LOU 12 may be exceeded by the use of an additional pilot(s) (qualified Captain(s) or First Officer(s)) to augment the operating crew.

In that the Company and the Association desire to maintain a safe and efficient operation utilizing Augmented Flight Crew, it is hereby agreed:

.01 One (1) additional crew member;

- (a) extends the duty period by up to two (2) hours to a maximum of fourteen (14) hours.
- (b) limits the number of scheduled landings to three (3) for duty periods in excess of twelve (12) hours provided there is not more than one (1) flight leg following the longest flight leg.

.02 Two (2) additional crew members;

- (a) extends the duty period by up to four (4) hours to a maximum of sixteen (16) hours.
- (b) limits the number of scheduled landings to two (2) for duty periods in excess of fourteen (14) hours.

**L22.02** The Augmented Flight Crew member in 22.01.01 will be provided with the following accommodations:

- (a) Prone rest facility - bunk(s).
- (b) A First Class seat if bunk(s) are not available or provided.
- (c) A seat in the first row of 'J' Class if the aircraft has no First Class configuration.

- (d) A triple seat set of Economy seats at the forward bulkhead if the aircraft is in an all Economy configuration.
- (e) A double seat set of Economy seats at the forward bulkhead if the aircraft is in an all Economy configuration.

L22.03 The Augmented Flight Crew members in 22.01.02 will be provided with prone rest facilities, i.e. bunks, plus the first seat set immediately adjacent to the flight deck including a privacy curtain and adequate ventilation.

L22.04 Pairings which exceed the limitations herein will be reviewed and resolved between the Senior Vice President, Flight Operations and the MEC Chairman.

L22.05 The Company and the Association will meet in an expeditious manner to resolve any problems regarding Augmented Flight Crew Operations.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 30th day of April, 1990.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson

N.S. Bindon

\_\_\_\_\_  
Senior Vice President, Flight Operations

\_\_\_\_\_  
President

G.C.B. Smith

P.V. Palmer

\_\_\_\_\_  
Senior Director, Labour Relations

\_\_\_\_\_  
Air Canada M.E.C. Chairman

WITNESSES:

R.M. Tritt

R.A. Boisvert

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING NO. 23  
between  
AIR CANADA  
and the  
CANADIAN AIR -LINE PILOTS' ASSOCIATION**

**DELETED**

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LETTER OF UNDERSTANDING NO. 24  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS' ASSOCIATION

TEMPORARY CREWING B-737 -WINNIPEG BASE

It is agreed that in accordance with the provisions of LOU17 and LOC 24, Air Canada Pilots will crew Northwest Territorial Air B-737 operations into the Southern Deregulated Area.

L24.01 This agreement will cover the period October 25, 1992 to April 30, 1993.

L24.02 This assignment will consist of 2 B-737 Captain positions, and 2 B-737 First Officer positions. These positions will be awarded in order of seniority to Winnipeg based currently qualified B-727 Captains and First Officers, who have not been assigned training in accordance with CMSC Bid 92-01.

L24.03 Due to the operational need for immediate training, each eligible Pilot will be contacted on an individual basis and offered this assignment. The Pilot shall have 72 hours to accept or refuse this award and may be expected to report for training within 7 days.

L24.04 A Pilot who accepts the award of this assignment shall delay his current Activation Date to the earlier of April 30, 1993 or the termination of flying operations as described in the Letter of Understanding.

Nothing herein shall prevent a Pilot from bidding and being awarded any Position Vacancy on any future CMSC Review. However, any new Activation Date shall be not earlier than the earliest of April 30, 1993 or the date of termination of flying operations described in this LOU.

L24.05 Any Pilot awarded this assignment will be required to defer any scheduled vacation entitlement until the earlier of April 30, 1993 or the termination of any flying operations described in this Letter of Understanding, whichever comes first. Such rescheduling of vacation will be by mutual agreement between the Pilot and Air Canada but in no case later than 90 days from the earlier of April 30, 1993 or the termination of this assignment.

L24.06 Rates of pay for the B-737 aircraft described in this LOU will be equal to the B-727 rates of pay as described in Articles 3, 4, 5 and 6.

Pilots who are awarded this assignment will be paid the greater of the average of their July, August and September 1992 flying pay of the actual hours credited during each month of operation of this assignment. While in training for this assignment, Pilots will be paid the average of their July, August and September 1992 flying pay.

L24.07 For the purposes of block preparation, bidding and awarding Air Canada Crew Manning will coordinate this activity directly with the Pilots involved.

L24.08 All Company insurance and benefit plans will remain in full force for the duration of this assignment. If the benefits cannot be arranged the Company will ensure that the benefits are covered.

L24.09 The hold harmless clause as described in Article 34.12 will remain in full force while operating aircraft in accordance with this LOU.

L24.10 Wet leasing credits as described under Article 34.02 shall apply as follows:

.01 During the period of operations and until Air Canada Pilots are qualified on the B-737 aircraft, wet lease credits shall consist of a 4:00 hour Captain and a 4:00 hour First Officer credit for each day of operation, or the actual daily flying time accrued in accordance with provisions set out in Article 17.

.02 During the period of operations and until Air Canada Pilots are qualified on the B-737, wet lease credits as described in .01 above will be paid on an equal pro-rated basis to B-727 Captains and First Officers at Winnipeg Base qualified as of September 30, 1992 the applicable wet lease credits will be deposited in the pilots' bank at the end of each applicable block month.

.03 Wet Lease credits as a result of sickness will be applied in accordance with LOU 24.11 below.

L24.11 In the event of sickness, or unavailability of any Air Canada Pilot to crew any portion of the flying as described in this Letter of Understanding, an Air Canada Pilot will not be required to operate these designated flights with a crew member who is not on the Air Canada Pilots Seniority List.

In such cases, the displaced crew member will be paid and credited as per L24.06.



L24.12 Except as provided above, the terms of the Collective Agreement remain in effect. In that this LOU was developed in advance of the commencement of B-737 operations, changes to this LOU may be required. The Company and the Association will meet expeditiously to resolve any issues which may arise.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding on this 4th day of November, 1992.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS'  
ASSOCIATION

C.H. Simpson

G.B. Dean

Exec. Vice President, Operations

Chairman, Air Canada MEC

R.M. Tritt

R.J. McInnis

Director, Labour Relations  
- Flight Operations

President

WITNESS:

A.C. Torriani

R. Young

LETTER OF UNDERSTANDING NO. 25  
between  
AIR CAN&DA  
and the  
CANADIAN AIR LINE PILOTS' ASSOCIATION

EXTENSION TO COLLECTIVE AGREEMENT

- L25.01 It is agreed that the expiration of the current Collective Agreement, of April 1, 1992, including Scheduling Rules, Letters of Understanding, Letters of Commitment and other documents relating to and governing the benefits, remuneration and working conditions of the pilots shall be extended to April 1, 1993.
- L25.02 Nothing herein shall prevent the parties from entering negotiations for a new Collective Agreement prior to the expiration of this extension with any new Agreement taking immediate force.
- L25.03 This extended Collective Agreement contemplates full pilot employment for those active pilots on the Air Canada Pilots' Seniority List as of April 1, 1992 for the period up to and including January 31, 1993 and embodies the provisions of LOU 23 (Furlough Deferral) until its expiration on December 31, 1992.
- L25.04 Effective January 1, 1993, all provisions of the Collective Agreement, including hours of service in effect on September 29, 1991, and pay parameters in effect on April 2, 1992 but exclusive of the provisions of LOU 23, shall apply.
- L25.05 The Company agrees to facilitate an immediate review of Pilot requirements upon the signing of this LOU, and will seek with the Association additional provisions to this agreement in order to maximize existing employment levels.
- L25.06 The Company agrees to review Article 25 with the Association in order to realign the Article to reflect the ongoing objectives of the Association and with mutual agreement, revise the Collective Agreement prior to its normal expiration date.
- L25.07 The Pilot Special Leave of Absence Program will be extended with its existing provisions until the expiration of this Collective Agreement and applications for such LOAs will be accepted until April 1, 1993.

L25.08 The Company will enter discussions with the Association regarding an update and revision to Article 32 prior to January 31, 1993.

IN WITNESS WHEREOF, the Parties hereto have signed this Letter of Understanding this 23rd day of December, 1992.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS'  
ASSOCIATION

C.H. Simpson  
Exec. Vice President, Operations

G.B. Dean  
Chairman, Air Canada MEC

R.J. McInnis  
President, CALPA

WITNESS:

R.M. Tritt  
Director, Labour Relations  
- Flight Operations

LETTER OF UNDERSTANDING NO. 26  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

HADJ CHARTER OPERATION - 1993

- It is agreed that the following provisions will apply to the 1993 Hadj operation.
- L26.01 A temporary pilot base will be established at Medan, Indonesia, where all contract provisions will apply except as otherwise agreed to.
- L26.02 The bid will cover the period from April 21, 1993 to July 7, 1993 and is open for bid to qualified B-747 pilots. To be considered pilots must be fully qualified by the bid closing date of April 5, 1993.
- L26.03 The expected requirement is for five (5) crews on Phase I and six (6) crews on Phase II of the operation.
- L26.04 The assignment will be bid and awarded no later than April 5, 1993. Pilots must defer scheduled vacation to an available period at a later date.
- L26.05 Prior to and upon completion of the assignment, pilots will be guaranteed five (5) calendar days free from all duty.
- L26.06 Prior to initial operations from Saudi Arabia, pilots will be given a minimum of twenty-four (24) hours free from all duty. Prior to initial operations from Indonesia, pilots will be given a minimum of forty-eight (48) hours free from all duty.
- L26.07 Deadhead credits for pay and flight time limitations will apply to and from the assignment and apply to the seventy-eight (78) hour monthly maximum limitation. Pilots displaced from flying due to the required deadhead to and from the assignment will be paid the greater of the displaced flying or the applicable deadhead credits.
- L26.08 The minimum monthly guarantee will be seventy-eight (78) hours one-half day, one-half night including overseas pay for the block months of May and June, 1993 for the initial five (5) crews and the month of June, 1993 for the 6th crew.

- L26.09 Pairings and blocks will be built in conjunction with CALPA representatives. Any pairing that exceeds the limitations of Article 17.04.02 (b) will be mutually agreed to between the Association and the Company.
- L26.10 While the responsibility of hotel accommodation, crew transport and in-flight meals is with Garuda Airlines, Air Canada will make every effort to ensure the highest standard.
- L26.11 Published meal expense allowances will be determined and provided on a "reasonable" basis. It is understood that the allowance referred to in Article 16.02.04 is not applicable to the temporary Base in Indonesia and Article 16.02.05 is replaced by an allowance of twenty dollars (\$20) per day while overseas.

The following are the per diems for Indonesia and Saudi Arabia.

	<u>Indonesia</u>	<u>Saudi Arabia</u>
Breakfast	11.25	15.35
Lunch	12.40	17.30
Dinner	25.35	34.50
Snack	7.30	9.50
<b>TOTAL</b>	<b>\$56.30 CDN</b>	<b>\$76.65 CDN</b>

- L26.12 One-half of projected per diem allowances will be made available to pilot prior to departure. Remainder of amount will be forwarded to Indonesia at the termination of Phase I of the operation.
- L26.13 A spouse may accompany the pilot to Indonesia. The Company will make available accommodation on the positioning and return flights of the charter aircraft. Other than providing transportation on these positioning flights, no expenses or other responsibilities will be assumed by the Company for spouses.
- L26.14 Prior to departing on the assignment, the Company will assist pilots in ascertaining that personal insurances are valid while on the assignment.
- L26.15 While on the assignment, a pilot's hospital and medical bills will be paid by the Company. The maximum payment will be the amount that is not covered by a valid claim to the pilot's medicare authority.
- L26.16 All Company benefit plans remain in full force.

L26.17 After Phase I of the operation is completed, a pilot may return to Canada until he is required to commence Phase II of the operation. If a pilot elects to return to Canada, his expenses will cease upon his arrival and will recommence on his departure back for Phase II. The pilot will not be paid or credited for such deadhead movements.

L26.18 The Company will establish a communication link with Garuda in Indonesia to forward appropriate information to pilots on assignment.

L26.19 Should there be additional issues arise that are not addressed in this Letter of Understanding, both parties will meet in an expeditious manner to resolve any outstanding issue.

Signed this 30th day of March, 1993.

FOR: AIR CANADA

FOR: THE CANADIAN AIR LINE PILOTS  
ASSOCIATION

C.H. Simpson  
Exec. Vice President, Operations

R.J. McInnis  
President - CALPA

R.D. Christie  
Senior Director, Flight Operations

G.B. Dean  
Air Canada MEC Chairman

R.M. Tritt  
Director, Labour Relations  
- Flight Operations

R. Young

H.H. Campbell

LETTER OF UNDERSTANDING NO. 27  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

WET LEASE PROGRAM - POLYNESIAN AIRLINES - 1993/1994

It is agreed that the following provisions will apply to the Polynesian Airlines Wet Lease Program - 1993/1994.

- L27.01 A temporary pilot base will be established at Apia, Western Samoa, where all contract provisions will apply except as otherwise agreed to, herein. Also, pairings associated with this wet lease may be accommodated within the normal parameters of the Collective Agreement and Scheduling Rules, where warranted and applicable.
- L27.02 The initial bid will cover the block month of June 1993, and bid periods thereafter will be for a period of three months duration. The full term of the wet lease is undetermined.
- L27.03 The expected requirement is for up to six crews (6) for the month of June 1993 and for three (3) crews thereafter, one from each B-767 Base, plus the possible requirement for an augmentation pilot.
- L27.04 The assignment will be awarded prior to normal block bidding and awarding. Qualified pilots who are scheduled for transition training during the bidperiod are not entitled to bid.
- PPC's, Medicals and Annual Recurrent Training planned in the bid period must be rescheduled prior to the normal block bidding and awarding.
- Pilots will be allowed to defer scheduled vacation to an available period at a later date during the vacation year. Vacations will be reassigned by the Crew Planning Department subject to seniority and Company requirements. Only one vacation deferment per vacation year will be permitted.
- L27.05 Prior to and upon completion of assignments that are based in Apia, Western Samoa, pilots will be guaranteed four (4) days free from all duty.
- L27.06 Prior to initial operations from Apia, Western Samoa, Pilots will be given a minimum of twenty-four (24) hours free from all duty.

- L27.07 When travelling to and from the assignment, pilots will be paid the greater of their actual flying if operating, displaced flying (including spillback), or the applicable deadhead credits for pay and flight time limitations, to a maximum limitation of seventy-eight (78) hours monthly.
- L27.08 The three (3) month period guarantee will be two hundred and thirty-four (234) hours one-half day, one-half night including overseas pay for block months where a pilot is awarded an assignment and is based at Apia, Western Samoa. Bank time action either positive or negative is not applicable while on assignment in Samoa. Block growth, if any, will be reconciled to the bank upon return from the assignment.
- L27.09 Blocks will be built in conjunction with CALPA representatives. Any pairing that exceeds the limitations of Article 17.04.02 (b) will be mutually agreed to between the Company and CALPA.
- L27.10 While the responsibility of hotel accommodation, crew transport and in-flight meals is with Polynesian Airlines, Air Canada will make every effort to ensure the highest standard.
- L27.11 Published meal expense allowances will be determined and provided on a "reasonable" basis. It is understood that the allowance referred to in Article 16.02.04 is not applicable to a temporary base in Polynesia and Article 16.02.05 is replaced by an allowance of twenty dollars (\$20) per day while based overseas.

The following are the per diems for Western Samoa and Australia. Existing per diems will apply for layovers in Hawaii and Los Angeles.

Western Samoa/Fiji Australia

Breakfast	11.65	16.00
Lunch	13.00	17.85
Dinner	26.00	35.65
Snack	<u>6.80</u>	<u>9.35</u>

TOTAL      \$57.45 CDN      \$78.85 CDN

- L27.12 Per diem allowance to cover the duration of individual assignments will be made available to the pilot prior to departure. Detailed expense claims must be submitted in the normal manner.



- L27.13 A spouse may accompany the pilot to Western Samoa. The Lessee will provide, where possible, transportation on scheduled Lessee flights only. Other than transportation on these flights, no other expenses or other responsibilities will be assumed by the Company for spouses.
- L27.14 Prior to departing on assignment, the Company will assist Pilots in ascertaining that personal insurances are valid while on assignment.
- L27.15 While on assignment, a pilot's hospital and medical bills will be paid by the Company. The maximum payment will be the amount that is not covered by a valid claim to the pilot's medicare authority.
- L27.16 All Company benefit plans remain in full force.
- L27.17 The Company will establish a communications link with Polynesian Airlines to forward appropriate information to pilots on assignment.
- L27.18 Should there be any additional issues that are not addressed in this Letter of Understanding, both parties will meet in an expeditious manner to resolve any outstanding issue.
- L27.19 Article 6.02 of the Collective Agreement will be amended to reflect the aircraft weight for the B-767-300 aircraft prior to its commencing service under this L.O.U.
- L27.20 Short term sickness and other operational requirements will be coordinated and resolved locally by the crews on assignment in conjunction with Polynesian Airlines.
- L27.21 Relief pilot facilities, as required, will be in accordance with L.O.U. 22.02.

Signed this 1<sup>st</sup> day of June, 1993.

FOR: **AIR CANADA**

B.W. MacLellan  
Vice President, Flight Operations

J.E. Imber  
Manager, Planning & Support

R.M. Tritt  
Director, Labour Relations  
- Flight Operations

FOR: **CANADIAN AIR LINE PILOTS  
ASSOCIATION**

R. Young  
Senior Director, Industrial Relations

G.B. Dean  
Air Canada MEC Chairman

H.H. Campbell

LETTER OF UNDERSTANDING NO. 28  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

PILOT EMPLOYMENT LEVELS

In consideration for wage reductions and productivity improvements agreed to in the current Collective Agreement, there will be no pilot layoffs during the term of this Agreement except in the following circumstances:

- L28.01 The Company merges or integrates with another air carrier which results in a rationalizing of flying operations and requires flight reductions to amalgamate or reduce frequencies.
- L28.02 Air Canada's current and/or projected flying during the term of the Collective Agreement is reduced five percent (5%) or more below existing levels.
- L28.03 In the event that layoffs become necessary, the Company may announce and layoff during the term of this Collective Agreement upon 90 days notice during which CALPA will meet with the Company in an effort to mitigate or eliminate such announced layoffs. Wage reductions in effect at the time shall cease with the effective date of the layoff.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 10th day of November 1993.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

B.W. MacLellan

R. Young

\_\_\_\_\_  
Vice President, Flight Operations

\_\_\_\_\_  
Senior Director of Industrial Relations

B.R. Corbett

G.B. Dean

\_\_\_\_\_  
Senior Director, Global Expansion

\_\_\_\_\_  
Air Canada - MEC Chairman

A.W. Wilford

G.W. Paler

WITNESSES:

R.M. Tritt

A.T. Goss

\_\_\_\_\_  
Director, Labour Relations  
- Flight Operations

\_\_\_\_\_  
Contract Administrator

LETTER OF UNDERSTANDING NO. 29  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

PILOT PRODUCTIVITY IMPROVEMENT PROTECTION PLAN

- L29.01 No pilot will be furloughed as a result of productivity improvements negotiated into the Collective Agreement effective April 2, 1993.
- L29.02 The number of surplus pilot positions resulting from such productivity improvements will be determined by the Company and the Association.
- L29.03 These surplus pilot positions will be attrited through voluntary means which may include:
- Voluntary Severance Packages (minimum 40)
  - Voluntary Leaves of Absence
  - Retirement
  - Resignations or other voluntary means and;
  - Other programs as mutually agreed to by the Company & Association.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 10th day of November 1993.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

B.W. MacLellan

R. Young

\_\_\_\_\_  
Vice President, Flight Operations

\_\_\_\_\_  
Senior Director of Industrial Relations

B.R. Corbett

G.B. Dean

\_\_\_\_\_  
Senior Director, Global Expansion

\_\_\_\_\_  
Air Canada - MEC Chairman

A.W. Wilford

G.W. Paler

WITNESSES:

R.M. Tritt

A.T. Goss

\_\_\_\_\_  
Director, Labour Relations  
- Flight Operations

\_\_\_\_\_  
Contract Administrator

LETTER OF UNDERSTANDING NO. 30  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS' ASSOCIATION

RJ-50 AIRCRAFT

L30.01 Pay:

Pilots operating the RJ-50 shall be paid a monthly salary of:

Captains - \$6236

First Officers - \$3755

L30.02 The monthly maximum flying hours will be 85 hours.

L30.03 Provisions of the current Collective Agreement shall apply except that when the aircraft is planned into service a joint sub-committee will be formed to review and recommend changes to the Collective Agreement in order to meet competitive and operational requirements.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 10th day of November 1993.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

B.W. MacLellan

R. Young

\_\_\_\_\_  
Vice President, Flight Operations

\_\_\_\_\_  
Senior Director of Industrial Relations

B.R. Corbett

G.B. Dean

\_\_\_\_\_  
Senior Director, Global Expansion

\_\_\_\_\_  
Air Canada - MEC Chairman

A.W. Wilford

G.W. Paler

WITNESSES:

R.M. Tritt

A.T. Goss

\_\_\_\_\_  
Director, Labour Relations  
- Labour Relations

\_\_\_\_\_  
Contract Administrator

LETTER OF UNDERSTANDING NO. 32  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

CODE SHARING

- L32.01 This will confirm that it is Air Canada's corporate policy to ensure that code sharing arrangements, whether partly or wholly owned by Air Canada, are entered into for the purpose of advancing the interest of Air Canada, including its pilot employees. This policy further confirms Air Canada's intention of ensuring that code sharing arrangements, on balance, will benefit the Air Canada pilots as well as Air Canada.
- L32.02 While the Canadian Air Line Pilots Association supports Air Canada's agreements with Continental Airlines and United Airlines, CALPA has a particular concern of the potential impact on Air Canada pilots in the event and to the extent that any Open Skies agreement with the United States may radically alter the balance of flying as we know it today. Therefore, in the event that an Open Skies agreement during the term of this Collective Agreement, Air Canada agrees to meet with the Association for the purpose of ensuring that the concerns of the Air Canada pilots are adequately addressed.
- L32.03 This meeting shall take place within thirty (30) days of an announced Open Skies agreement and will be attended by senior officers of the Corporation and the Association.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 10th day of November 1993.

FOR: AIR CANADA

W.B. MacLellan

Vice President, Flight Operations

B.R. Corbett

Senior Director, Global Expansion

A.W. Wilford

WITNESSES:

R.M. Tritt

Director, Labour Relations  
- Flight Operations

FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION

R. Young

Senior Director of Industrial Relations

G.B. Dean

Air Canada - MEC Chairman

G.W. Paler

A.T. Goss

Contract Administrator

LETTER OF UNDERSTANDING NO. 33  
between  
AIR CANADA  
and the  
CANADIAN AIR LINE PILOTS ASSOCIATION

JOINT SUB-COMMITTEE ACTIVITIES

L33.01 The Company and the Association agree to appoint Joint Sub-Committees for the purpose of conducting feasibility studies and the development of position papers and recommendations for the resolution of each of the following issues:

- a A revised Pilot Pay System.
- A new Crew Base concept.

Each Sub-Committee will develop its own workplan while adhering to the following:

- Phase I - Data gathering
- Phase II - Review and development
- Phase III - Presentation of a joint position paper

Each Sub-Committee will:

- Commence Phase I by August 1, 1993.
- Develop a joint position paper along with recommendations, for presentation to both parties in a timely fashion.

L33.02 The parties agree that in the event the joint position paper, including such amendments as the parties may decide, is mutually acceptable, the appropriate amendments to the Agreement will be subject to ratification and if approved, implemented.

- c) Pay will be calculated using the lesser of 1) the pilots pre-transfer rate of pay or 2) the rate applicable for the temporary position and will be applied to the credits earned at the new base.
- d) Bidding for vacation periods, blocks, and all other contractual rights associated with seniority, will be based on junior seniority as in b) above.
- e) The pilot will absorb all costs associated with any moves.
- f) The pilot must bid for all vacancies at the new base in his status.
- g) The ongoing justification for all compassionate transfers will be reviewed annually by the CTCR. When a pilot is required by the CTCR to return to his original base, he will be reinstated in his original position, with all associated bidding rights.

L34.03 CTCR Composition - two members from Air Canada (a management representative and company doctor), and two members appointed by CALPA. (The CALPA members will not come from the Employee Assistance Program). The CTCR will develop and utilize a criteria test with the objective of achieving a fair, equitable and consistent systemwide adjudication process.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 5th day of October 1993.

**FOR AIR CANADA:**

**B.W. MacLellan**

\_\_\_\_\_  
Vice President - Flight Operations

**A.W. Wilford**

\_\_\_\_\_  
Director, System Flying Operations

**R.M. Tritt**

\_\_\_\_\_  
Director, Labour Relations  
- Flight Operations

**FOR CANADIAN AIR LINE PILOTS  
ASSOCIATION:**

**R.J. McInnis**

\_\_\_\_\_  
CALPA President

**G.B. Dean**

\_\_\_\_\_  
Air Canada MEC Chairman

**T. Goss**

\_\_\_\_\_  
Contract Administrator



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IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this 10th day of November 1993.

**FOR: AIR CANADA**

**B.W. MacLellan**

\_\_\_\_\_  
Vice President, Flight Operations

**BR. Corbett**

\_\_\_\_\_  
Senior Director, Global Expansion

**A.W. Wilford**

**WITNESSES:**

**R.M. Tritt**

\_\_\_\_\_  
Director, Labour Relations  
- Flight Operations

**FOR: CANADIAN AIR LINE PILOTS  
ASSOCIATION**

**R. Young**

\_\_\_\_\_  
Senior Director of Industrial Relations

**G.B. Dean**

\_\_\_\_\_  
Air Canada - MEC Chairman

**G.W. Paler**

**A.T. Goss**

\_\_\_\_\_  
Contract Administrator

LETTER OF UNDERSTANDING NO. 34

between

AIR CANADA

and the

CANADIAN AIR LINE PILOTS ASSOCIATION

COMPASSIONATE TRANSFER

Air Canada and **CALPA** agree upon the need for a method of dealing compassionately with pilots who may, in exceptional circumstances require temporary transfer to a base other than the base to which they are contractually assigned.

Should such transfer be approved, the Company will create a temporary position (surplus to requirements) at the new base and retain the option to replace the vacated position at the original base. The **CMSC** will monitor this process.

**L34.01** Requests for compassionate transfer will be handled in the normal **manner.**( i.e. through the appropriate **CALPA** pilot assistance representative or Chief Pilot.)

All such requests must be forwarded to the Compassionate Transfer Review Committee (**CTRC**) where approval of the request will require a majority vote. If the Committee vote is deadlocked, the Air Canada **CALPA MEC** Chairman will cast the deciding vote. This decision will then be returned to the **CTRC** for implementation.

**L34.02** When a transfer is approved under this L.O.U., the pilot's rights at the new base will be as follows:

- a) The pilot will retain his/her **pre-transfer** status (**Ca,F/O,S/O**) at the new base with the exception that, if he/she is a S/O transferring to a base having no S/O's he /she will be allowed to qualify for F/O status.
- b) The pilot will be assigned to this temporary position which will be junior to the most junior position on the base in his/her status. (i.e. last man in his/her status on the lowest rated equipment.)