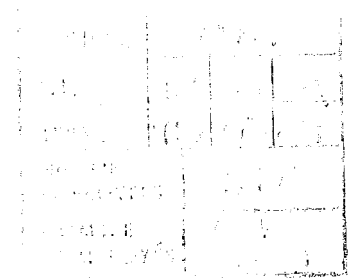


0285005

AGREEMENT NO. 10



Between

AIR ONTARIO INC.

and

The Air Line Pilots in the Service of

Air Ontario Inc.

as represented by

THE CANADIAN AIR LINE PILOTS ASSOCIATION

Effective June 01, 1993

0285005

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PREAMBLE

This Agreement is made and entered into by and between Air Ontario Inc., hereinafter referred to as the Company, and the Pilots in the employ of Air Ontario Inc., as represented by the Canadian Air Line Pilots Association, hereinafter referred to as the Association.

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

The parties agree that it is the function of the Company to manage its affairs in all respects that are not inconsistent with any provisions of this Agreement.

The parties agree that there shall be no strike and no lockout, unless the requirements of the Canada Labour Code have been met.

SECTION 1

GENERAL SCOPE

1.1 RECOGNITION

1.1.1 In accordance with the certification issued May 14, 1991 by the Canada Labour Relations Board, or as may be amended, the Company recognizes the Canadian Air Line Pilots Association as the sole bargaining agent for the pilots in the employ of the Company; to represent them, and on their behalf to negotiate and conclude an agreement with the Company as to the hours of labour, wages and other employment conditions.

1.1.2 Except as otherwise agreed, this Agreement shall not cover the Vice-President Flight Operations, Director of Flight Operations, Chief Pilots and pilots above those ranks, or as may be amended by the C.L.R.B.

1.2 APPLICATION

1.2.1 All flying by the Company of any flights, passenger or cargo, including extra sections, charters, ferry flights, and all flights to which the Company is the carrier as well as those listed in any published passenger or cargo schedule whether by the Company's own aircraft or other aircraft, chartered, leased (wet or dry) by the Company, shall be flown by Pilot(s) whose name(s) appear on the Pilot Seniority List. (Provided that by mutual agreement wet leases may be arranged.)

1.3 CORPORATE REORGANIZATION

1.3.1 This Agreement shall be binding on the Association and the Company, its heirs, successors or assigns respectively. Subject to the Canada Labour Code, in the event of the merger, sale, acquisition, or absorption of the Company with another Airline Operator, the Company undertakes to meet with the Association irrespective of Section 29 (Duration) and to enter into negotiations for the purpose of revising the Collective Agreement in accordance with the Canada Labour Code. This Agreement shall remain in full force and effect until revised in accordance with this Section or the law.

1.4 PILOT'S PROFESSIONAL FLYING

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

SECTION 1 - GENERAL SCOPE (Continued)

1.5 ISSUANCE OF AGREEMENT

- 1.5.1 The Company shall, no later than sixty (60) calendar days after signing the Agreement, distribute the printed Agreement to the Pilots. All costs for printing and new binders shall be shared equally between the Company and the Association.
- 1.5.2 A summary of changes to the Agreement, including the Scheduling Rules, will be given to the Crew Scheduling Department for their implementation.
- 1.5.3 The Company agrees to distribute all current Letters of Understanding to all pilots on a one time basis concurrent with Section 1.5.1, and thereafter to distribute any new Letters of Understanding to all pilots within thirty (30) calendar days after their respective signing dates.
- 1.5.4 The agreed upon format shall be double-side printed 5-1/2" X 8-1/2" pages punched for a three ring binder appropriate to size.

1.6 GENDER

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

SECTION 2

DEFINITIONS

- 2.1.1 Base shall mean a specific airport, designated by the Company and indicated on the Pilots' Seniority List, from which a pilot or group of pilots operate scheduled or non-scheduled flights (Example CYYZ).
- 2.1.2 Bid **Award** shall mean written notice of change or confirmation of permanent assignment given to a pilot from the Company. The Bid Award must contain an Effective Date.
- 2.1.3 **Blockholder** shall mean a pilot who currently holds a full flying block.
- 2.1.4 **Bump** shall mean the mechanism whereby a pilot may exercise his seniority to displace a more junior pilot from his permanent assignment.
- 2.1.5 **Calendar Day** shall mean a twenty-four (24) hour period from midnight to midnight.
- 2.1.6 **Captain** shall mean the pilot member of the flight crew first in command of the flight and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while underway, including take-off and landing of such aircraft, and who is properly qualified and designated by the Company to serve as, and holds currently effective Ministry of Transport Certificates authorizing him to serve as such Captain. When two or more Captains are designated on the same crew *on a Company-operated aircraft*, the pilot most senior on the Pilots' Company Seniority List shall be in command of the aircraft. Supervisory Pilots in the conduct of supervisory duties shall be exempt from this provision.
- 2.1.7 **Charter Flying** shall mean any revenue flying or special assignments, excluding extra sections, not listed in any published passenger or cargo schedule.
- 2.1.8 **Check-in** shall mean the time when a pilot's on duty period commences.
- 2.1.9 **Company** for the purpose of this Agreement, shall mean Air Ontario Inc. and any subsidiary of Air Ontario Inc.
- 2.1.10 Day shall mean any consecutive twenty-four (24) hour period.

SECTION 2 - DEFINITIONS (Continued)

- 2.1.11 **Day Off** shall mean a Calendar day on which the pilot is not scheduled for duty of any nature.
- 2.1.12 **Displacement** shall mean the removal of a pilot by the Company from any flight(s) to which he has been assigned so that the work which was to have been performed by the displaced pilot may be performed by another pilot.
- 2.1.13 **Domicile** shall mean that place at which a pilot or group of pilots reside.
- 2.1.14 **Draft** shall mean the assignment of a pilot to any duty on a day which he was not originally scheduled for duty. A draft cannot take place on a day on which a pilot is scheduled for duty unless two duty periods are assigned, in which case the first duty period would be a re-assignment and the second duty period would be a draft.
- 2.1.15 **Duty Period** shall mean the elapsed time from required report, or actual reporting time, whichever is earlier, to time of release.
- 2.1.16 **Effective Date** shall mean the date on which a pilot is projected to begin duties in a new permanent assignment as awarded via a **Bid A** ward.
- 2.1.17 **Equipment Status** shall mean the type of equipment to which a Captain or First Officer is permanently assigned.
- 2.1.18 **First Officer** shall mean the pilot member of the flight crew who is second in command of the flight, and any part of whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while underway, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds currently effective Ministry of Transport Certificates authorizing him to serve as such First Officer.
- 2.1.19 **Flight Time** shall mean the elapsed time between first movement of the aircraft from the gate, until the final movement onto any gate or parking location, or the scheduled flight time, whichever is the greater. This time will include any pushback or tow-in. At airports where pilots are scheduled to taxi an aircraft to reposition from gate to gate, the Company will establish and publish an average taxi time that will be added to the pilot's flight credits.

SECTION 2 - DEFINITIONS (Continued)

- 2.1.20 **Flying Block** shall mean a monthly schedule of flight duty periods (including training, vacation days, statutory holidays, moving days, known releases and all other applicable credits) and days off constructed for a pilot from his bid.
- 2.1.21 **Full Flying Block** shall mean a flying block having an hourly total between seventy-five point zero (75.00) and eighty-five point zero (85.00) hours credited flight time. The Company shall specify the block average for each category of permanent assignment within a seventy-seven point five (77.50) to eighty-two point five (82.50) hour window.
- 2.1.22 **Length of Set-vice** shall mean the period that an employee is carried on the Company's payroll and receives remuneration as a pilot.
- 2.1.23 **Management Pilots** shall mean those pilots that are excluded from the bargaining unit as per Section 1.1.2.
- 2.1.24 **Month** shall mean a complete calendar month. For the purposes of flight and duty time limitatons January shall be considered from January 1st to January 30th inclusive, February shall be considered from January 31st to March 1st inclusive, and March shall be from March 2nd to March 31st inclusive to make the first three months 30 days each.
- 2.1.25 **MOT** shall mean Canadian Ministry of Transport.
- 2.1.26 **Multi-day Pairing** shall mean a pre-arranged grouping of two or more pairings interrupted by rest period(s) away from home base.
- 2.1.27 **Open Flying** shall mean any flying not shown in the full flying blocks as well as any unscheduled flying arising during the bid period.
- 2.1.28 **Over-Projection** shall mean the situation that exists when a pilot's actual flight time credits plus his projected flight time credits for a month exceed the monthly maximum as provided for in Section 4.1.1.
- 2.1.29 **Pairing** shall mean a pre-arranged schedule of flights constituting one complete duty period.
- 2.1.30 **Permanent Assignment** shall mean the position held by a pilot in regard to Base, Equipment and Status. A change in any or all of the preceding shall constitute a change in a pilot's Permanent Assignment.
- 2.1.31 **Pilot** shall mean Captain and First Officer as defined herein.

SECTION 2 - DEFINITIONS (Continued)

- 2.1.32 **Probation Period** shall mean that period throughout which training and examination extend prior to employment on a permanent basis.
- 2.1.33 **Qualified** shall be the same as the MOT definition for equipment or status,
- 2.1.34 **Reassignment** shall mean the assignment of a pilot on a scheduled working day to any flight(s) not originally scheduled in his block.
- 2.1.35 **Reduction** shall mean a decrease in the number of assignments in status on an equipment type at a pilot base.
- 2.1.36 **Released** shall mean the time when a pilot's on duty period ends.
- 2.1.37 **Reserve Block** shall mean a monthly schedule of reserve days, training, vacation days, statutory holidays, moving days, known releases, all other applicable credits and days off constructed for a pilot from his bid.
- 2.1.38 **Reserve Blockholder** shall mean a pilot who does not hold a full flying block, but is assigned to a reserve block.
- 2.1.39 **Reserve Day** shall mean the twenty-four (24) hour period from midnight to midnight local time during which reserve duty occurs.
- 2.1.40 **Reserve Period** shall mean a period, within a reserve day, when a pilot so assigned is expected to be available when called to operate a flight in accordance with his status and equipment competency.
- 2.1.41 **Rest Period** shall mean the period of time spent on the ground during which a pilot is relieved of all duty associated with the Company, and free from any Company interruptions during the legal rest period prior to check-in. A pilot may be contacted in the hour prior to check-in only if his check-in time will be delayed.
- 2.1.42 **Scheduled Flying** shall mean all revenue flying listed in any published passenger or cargo schedule, including extra sections.
- 2.1.43 **Status** shall mean a pilot's assigned classification, i.e. Captain or First Officer.

SECTION 2 - DEFINITIONS (Continued)

- 2.1.44 **Supervisory Pilots** shall mean those pilots whose names are on the Pilot Seniority List and who hold Check Pilot "A" Authority, Check Pilot "B" Authority, Training Instructor or Simulator Instructor positions as designated by the Company.
- 2.1.45 **Temporary Assignment** shall mean a pilot position in regard to Base, Equipment and Status of three (3) months or less duration.
- 2.1.46 **Time Balancing** shall mean the removal of a pairing or portion thereof from a pilot's block in order to resolve an over-projection.
- 2.1.47 **Vacancy** shall mean an unfilled pilot position at a base.
- 2.1.48 **Year** shall mean a complete calendar year.

SECTION 3

PAY - GENERAL

- 3.1 Pilots shall be paid for credited flight hours at the hourly rate in Section 3.9.
- 3.2 A pilot employed for a full month shall receive a minimum guarantee of seventy-five (75.00) hours. The minimum guarantee shall be reduced by 2:30 hours for each calendar day that the pilot did not work because he was on leave of absence, was absent due to medical reasons for which he is not entitled to sick leave benefits, was laid off, was suspended, was terminated or had resigned.
- 3.3 The Captain shall be paid an hourly rate based on years of service as a Captain with the Company. First Officers shall be paid an hourly rate based on years of service as a pilot with the Company.
- 3.4 Pay period(s) will be on a monthly basis. Wages will be paid on the seventh (7th) and twenty-first (21st) of each month unless such day falls on a holiday or day when the banks are closed. In this case, the pilots shall be paid one full banking day preceding the regular pay day.
- 3.5 The pay on the 7th of the month will be thirty-seven and one-half (37.5) hours at the applicable hourly rate less statutory deductions. A two hundred and fifty (\$250.00) dollar expense advance will also be included. All adjustments, including allowances and expenses, will be paid on the 21st pay.
- 3.6.1 When a pilot, holding a successful permanent assignment is assigned and serves in a lower pilot category, he shall be credited with the pay rate of the permanent assignment he holds.
- 3.6.2 When a pilot who can only hold a lower permanent assignment during the monthly bid period who may have held a higher permanent assignment during the first day (and/or subsequent days) of the same month while returning to base from a pairing initiated the previous month is again assigned to serve in the higher permanent assignment prior to completion of the current bid period, he shall be paid for all hours flown during the month at his higher assignment rate.

SECTION 3 - PAY - GENERAL (Continued)

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

- 1) in the case of movement to a higher step on the Filling of Assignments Ladder,
 - effective date of the bid award
 - date of first revenue flight
 - first date of reserve block or reserve period assignment in the new permanent assignment
 - first date as a blockholder in the new permanent assignment

whichever occurs first.

Note:

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

- 2) in the case of movement to a lower step on the Filling of Assignments Ladder,
 - date of first reserve block assignment in the new permanent assignment
 - first date as a blockholder in the new permanent assignment

whichever occurs first.

3.7.2 Notwithstanding the above, when a pilot undergoes line indoctrination prior to assuming his new permanent assignment, his line indoctrination will be paid at the higher hourly rate.

3.7.3 In the event two or more pilots undergo a change in permanent assignment at the same time and for reasons of convenience to the Company, the more junior pilot completes said movement to a higher step first, the more senior pilot(s) pay change shall commence at the earlier date. Similarly when the more junior pilot completes said movement to a lower step at a later time, the more senior pilot(s) pay change shall commence at the latter date.

3.7.4 Captain seniority for payroll progression will accrue in conjunction with Sections 3.7.1, 3.7.2 and 3.7.3.

SECTION 3 - PAY - GENERAL (Continued)

3.8 Any pay discrepancies under two hundred dollars (\$200.00) gross pay or expense will be paid on the next regular pay. Any discrepancies over two hundred dollars (\$200.00) will have a separate cheque issued within three (3) business days.

3.9 Rates of Pay

3.9.1 Hourly Rates

	Effective	Effective	Effective
	<u>June 01, 1993</u>	<u>Sept 01, 1993</u>	<u>June 01, 1994</u>

DHC-8-300

Captain	1	\$64.02	\$65.30	\$66.61
	2	65.44	66.75	68.09
	3	66.85	68.19	69.55
	4	68.27	69.64	71.03
	5	69.64	71.03	72.45
	6	--	*72.45	73.90

F/O	1	Salary	Salary	Salary
	2	40.33	41.14	41.96
	3	41.22	42.04	42.88
	4	42.12	42.96	43.82
	5	43.01	43.87	44.75
	6	43.87	44.75	45.64
	7	--	*45.64	46.56

DHC-8-100

Captain	1	57.36	58.51	59.68
	2	58.51	59.68	60.87
	3	59.68	60.87	62.09
	4	60.87	62.09	63.33
	5	62.09	63.33	64.60
	6	--	*64.60	65.89

F/O	1	Salary	Salary	Salary
	2	34.82	35.52	36.23
	3	35.59	36.30	37.03
	4	36.36	37.09	37.83
	5	37.14	37.88	38.64
	6	37.88	38.64	39.41
	7	--	*39.41	40.20

* Effective May 01/94

SECTION 3 - PAY - GENERAL (Continued)

3.9.2 New Hire Pay Rates

First Officers shall be paid a salary of:

\$29,400 pa from June 01, 1993 to August 31, 1993.

\$29,988 pa from September 01, 1993 to May 31, 1994

\$30,588 pa from June 01, 1994 to May 31, 1995.

During the first twelve (12) months of service with the Company as a pilot, such pilot may be assigned, at the company's discretion, to any position not bid by pilots with more than twelve (12) months of service irrespective of the seniority of other pilots with less than twelve months of service with the Company as a pilot. Upon completion of twelve months of service a pilot may displace any pilot junior to him in accordance with his seniority.

SECTION 4

HOURS OF SERVICE

- 4.1.1 Eighty-five (85) hours per month of credited flight time shall be the maximum for pilots covered by this Agreement.
- 4.1.2 The Company specifically agrees that when a pilot reaches his maximum flight time limitation, as provided for in Section 4.1.1, he shall be relieved of all duty with the Company until the commencement of his next month or other applicable period as the case may be.
- 4.1.3 Any over-projection in excess of the monthly maximum in Section 4.1.1 must be resolved as soon as evident by the removal of a pairing or portion thereof from the pilot's block. This is an absolutely mandatory function, except as provided for in Section 4.1.4. The pilot will be given preference to select the pairing or portion thereof to be removed, subject to Company approval.
- A pilot whose over-projection remains unresolved shall not be allowed to check in for his last pairing or multi-day pairing of the bid period. The affected pilot shall be released from the pairing or multi-day pairing and shall not be subject to reassignment.
- 4.1.4 An over-projection which occurs during a pilot's last pairing or multi-day pairing of the month might be difficult to resolve. In this case only, the Company may have the pilot complete the pairing provided the pilot's credited flight time does not exceed eighty-eight (88.00) hours.
- 4.1.5 Notwithstanding the conditions of Section 4.1.3, any credited flight time in excess of eighty-five (85.00) hours shall be credited to the pilot at straight time for the month incurred, plus an overtime penalty equal to the excess over eighty-five (85.00) hours, built into his block as a flight time credit in the second month following. For a pilot with less than one (1) year of service who is on regular salary, the straight time rate will be one eighty-fifth (1/85) of his regular salary and the overtime penalty will apply.
- 4.1.6 In crediting hours for the purposes of flight time limitations, when a change in calendar date occurs during a duty period, the pilot's originating date shall be considered the date on which the flight was made and to which date all time for the flight(s) shall be credited.
- 4.1.7 The maximum scheduled duty period shall be fourteen (14) hours, however, a crew may be required to operate to a maximum of fifteen (15) hours. For any duty periods commencing between 1700 and 0500 local

SECTION 4 - HOURS OF SERVICE (Continued)

time, the maximum scheduled duty time will be reduced to twelve (12) hours unless a break within the duty period exists of five (5) hours or more from scheduled arrival to scheduled departure and sleeping accommodation is provided.

Duty periods in excess of the maximums specified herein may be scheduled subject to mutual agreement between the Company and the Association. When such pairings are agreed to, they will be so identified on the pairing handout.

4.1.8 It is recognized that during irregular operations, it may become apparent that the duty time limitations outlined in Section 4.1.7 would have to be exceeded in order to complete the final flight(s) as planned. In view of the many factors to be considered in each situation, including the appropriate Air Regulations, it is agreed that the decision to continue or interrupt a flight can best be left to the discretion of the pilots in such circumstances, That is to say, if a final flight of a pairing (including check-out duties) will result in a duty period in excess of the limitations outlined in Section 4.1.7, a crew may refuse to complete this Right and take necessary crew rest before resuming duty. Any such refusal shall not be cause for disciplinary action.

4.1.9 Pilots shall be considered on duty during all deadheading. For the purposes of determining flight time credits, each hour of deadhead time, regardless of the method of transportation, will be credited at the rate of one-half hour of flight time.

If surface transport is used for deadheading, the following chart shall reflect minimum times over commonly used routes:

	<u>Minimum Deadhead</u>	<u>Minimum Credit</u>
CYYZ - CYZD	0:30	0:15
CYYZ - CYTZ	0:45	0:23
CYYZ - CYXU	2:00	1:00
CYXU - CYZD	2:30	1:15
CYXU - CYTZ	2:45	1:23

or one-half the actual deadhead time, whichever is greater. If the actual surface deadhead time does exceed the above scheduled deadhead time, the pilot shall advise Crew Scheduling as soon as practicable, but in any case prior to check-out.

SECTION 4 - HOURS OF SERVICE (Continued)

4.1.10 An on duty period shall commence:

- (a) thirty (30) minutes prior to a scheduled deadhead departure, or
- (b) forty-five (45) minutes prior to a scheduled departure of a flight not requiring customs pre-clearance, or
- (c) sixty (60) minutes prior to a scheduled departure of a flight requiring customs pre-clearance, or a charter flight departing from a Company base, or
- (cl) sixty (60) minutes prior to the scheduled departure of a charter flight departing from other than an established Company base, or
- (e) at the required report time established for the commencement of a training session.

An on duty period shall end:

- (a) fifteen (15) minutes after the actual arrival of a flight not requiring customs clearance, or
- (b) thirty (30) minutes after the actual arrival of a flight requiring customs clearance, or charter flight arriving at other than an established Company base, or
- (c) some later time if the Company approves a later check-out due to extenuating circumstances, after consultation with the Captain, or
- (d) at the end of a training session.

4.1.11 Between any two duty periods the minimum rest period shall be:

- (a) Home Base:Ten (10) hours actual.
- (b) Away from Home Base: Ten (10) hours scheduled,

SECTION 4 - HOURS OF SERVICE (Continued)

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

It is further provided that no four (4) consecutive duty periods shall be broken by any less than thirty (30) hours of cumulative rest.

- 4.1.12 The maximum number of operational landings in any duty period shall be ten (10).
- 4.1.13 Each pilot shall be guaranteed a minimum of ten (10) scheduled days off per month at his home base free of all duty, however, for a reserve pilot this minimum shall be twelve (12). The respective minimum shall be pro-rated for vacation (but not for statutory holidays) or for a pilot not working a full month (i.e. fourteen (14) vacation days would reduce the minimum scheduled days off to five (5) for blockholders, six (6) for reserve) in addition to the vacation days).
- 4.1.14 Refuelling, loading or off-loading and the pre-flight run-up at a maintenance base, of aircraft shall not be considered as part of the regular duties of pilots, except that the Company will have the option to request pilots to run up engines, providing, however, that thirty (30) minutes is added to the check-in time.
- 4.1.15 There shall be no such duty as "standing reserve" either at an airport or rest facility. Assignment to Flight duty shall be limited to assignment to a specific flight or flights.
- 4.2 For the purpose of computing flight time limitations, the flight time or the appropriate flight time credit, whichever is the greater, shall apply.
 - 4.2.1 In order to provide a balance between flight and duty time, for each duty period, a pilot shall be credited with a minimum of four (4) hours flight time towards his monthly maximum or one (1) hour flight time for each two (2) hours duty time pro-rated to the nearest minute, whichever is greater.
 - 4.2.2 In order to provide a balance between total trip hours and flight time, a pilot shall be credited with one (1) hour's flight time for each four (4) hours or portion thereof that he is away from home base. Such time, the total time away from base, shall begin at first check-in for duty prior to a layover and shall continue until released from all duty with the Company at his home base.
 - 4.2.3 For the purpose of pay and flight time limitations, a blockholder shall be credited for cancelled flights as if they were actually operated.

SECTION 5

SCHEDULING RULES

5.1 OBJECTIVE

- 5.1.1 The objective of the Air Ontario Pilot Scheduling Rules is to provide the best possible working conditions for the pilots at each base with due regard to seniority and consistent with the necessary operational requirements, efficiency and economy of flight operations. The best way to achieve this objective is to provide, wherever possible, the maximum amount of flying and the minimum amount of ground time in the pairing of flights.
- 5.1.2 If it is found that any of the rules contained herein require change, or alternatively, additional rules should be adopted, such changes or additions can be made by mutual agreement between the Company and the Association.
- 5.1.3 The Crew Scheduling function in this system is an extremely important one. An educational program must be ongoing to ensure that Crew Scheduling personnel have a complete and thorough understanding of this Agreement including the Scheduling Rules.
- 5.1.4 It is believed that the following of these guidelines, together with a continuation of the close and cooperative working relationship developed in the past between all Flight Operations personnel including Supervisors, S.O.C. Dispatchers, Crew Schedulers and the Pilots including Association Representatives, the Pilot Scheduling Committee, etc., will result in the achievement of these objectives for the benefit of pilots and management alike.

5.2 PILOTS SCHEDULING SYSTEM

- 5.2.1 The Air Ontario Pilots' Tailored Blocking Scheduling System provides means whereby each pilot at a base will be entitled to a monthly block satisfying to the extent possible his requests in accordance with his permanent assignment and seniority. The number of pilots will be sufficient to protect the Company's operation and provide normal working conditions as provided for in the Agreement.
- 5.2.2 All pilot blockbuilders and those pilots directly involved in the administration of the blockbuilding process shall be scheduled on their monthly blocks for said planned duties. They shall be credited for pay and flight time limitation purposes at the rate of four (4) hours per day of

SECTION 5 - SCHEDULING RULES (Continued)

blockbuilding duty. The daily expenses of the CALPA Scheduling Committee members shall be borne by the Company. Credits for scheduling are to be approved by the Company prior to being built into the blocks.

- 5.2.3 All known flying will be blocked, including forecast scheduled flights, extra section flying, ongoing contract charter, confirmed charter flying, and training sessions, as well as all known credits for other reasons such as leaves, vacations, statutory holidays, Association Releases, etc.
- 5.2.4 Once a block has been awarded, the credit level it establishes becomes guaranteed for pay purposes. Crew Scheduling will attempt to preserve the integrity of the block to protect the blockholder's working conditions. When a blockholder loses flying time from his block, he shall be credited for such loss as if he had flown his block, except as provided elsewhere in this Agreement.
- 5.2.5 The maximum amount of flying that can be accepted by Flight Operations for blocking purposes shall be limited by the number of qualified line pilots available in any given month.
- 5.2.6 The Company shall provide the CALPA Scheduling Committee with any information consistent with the operation of the Scheduling Rules, including information pertaining to any excess of the limitations set forth in this Agreement.
- 5.2.7 No instruction, guide or rule concerning the scheduling of pilots will be used or made available to any employee of Air Ontario Inc. who is directly or indirectly involved in the scheduling of pilots, unless that instruction, guide or rule is made available to the CALPA Scheduling Committee.
- 5.2.8 It shall be the responsibility of Crew Scheduling and/or Operations to keep an up-to-date record of flight credits accrued during the month by every pilot. These figures shall be readily available to each pilot.
- 5.3 PAIRING CONSTRUCTION
- 5.3.1 Pairings shall be prepared by the Company in consultation with the CALPA MEC Scheduling Committee. Any recommendations by CALPA shall be given consideration by the Company.

SECTION 5 - SCHEDULING RULES (Continued)

5.3.2 Pairing Sheets shall be prepared by the Company which shall include a pairing summary of all known and forecast scheduled, contract charter and extra section flying, as well as confirmed charter flying arranged into single and multi-day pairings as follows:

- (a) Each pairing shall be numbered in the agreed manner for bidding, however pairings that must be operated sequentially (i.e. multi-day pairings) may have a single pairing number.
- (b) All pairings shall include the following information:
 - 1) Pairing Number
 - 2) Pairing frequency showing which dates during the bid period the pairing will operate
 - 3) Flight number(s) (include deadhead flights or other means of deadheading)
 - 4) Point(s) of departure and arrival (including deadheading)
 - 5) Local time(s) of departure and arrival (including deadheading)
 - 6) Scheduled flight time(s) for each leg (including deadheading)
 - 7) Number of landings
 - 8) Local time at which duty ends
 - 9) Duty time of pairing(s)
 - 10) Total flight time of pairing(s) (including any deadhead credits)
 - 11) Total time away from base

And further, if applicable:

- 12) Duty time ratio credit
- 13) Trip ratio credit
- 14) Layover elapsed time(s)
- 15) Hotel name

5.3.3.1 The Company shall issue a Bid Package to all pilots by the tenth (10th) day of each month for the next monthly bid period.

5.3.3.2 The Bid Package shall contain not less than the following:

- (a) two standard Bid Sheets of a design mutually agreed upon between the Company and the Association

SECTION 5 - SCHEDULING RULES (Continued)

- (b) all pairing sheets for the relevant period, unless they remain unchanged from the preceding bid.
- 5.3.3.3 The Company shall also provide the following information by the tenth (10th) day of each month via the Pilot Bulletin Books at each pilot base:
- (a) the names and seniority numbers of all pilots who require line indoctrination, training and/or check flight(s), line checks, ground schools, and the respective flight credits.
 - (b) the names and seniority numbers of all pilots taking vacation, statutory holidays, leaves of absence, long term sick leave etc., and the respective flight credits.
 - (c) a roster of projected aircraft, simulator and classroom training periods.
- 5.3.4.1 The Company shall issue a Scheduling Package to each designated CALPA Blockbuilder by the tenth (10th) day of each month for the next monthly bid period.
- 5.3.4.2 The Scheduling Package shall contain not less than the following:
- (a) a full Bid Package as per Sections 5.3.3.2 and 5.3.3.3
 - (b) any corrections or additions to the Pairing Sheets
 - (c) any special requirements for Supervisory Pilots (i.e. availability, meetings, etc.)
 - (d) any extra Reserve assignments desired by the Company, any Temporary Assignments, etc.
 - (e) the total hours for the bid period including all credited time and the estimated number of blocks within each status and equipment category at the base
 - (f) the names and seniority numbers of all pilots who are to receive carry in credits

SECTION 5 - SCHEDULING RULES (Continued)

5.4 BLOCK CONSTRUCTION

- 5.4.1 Each Pilot may submit a bid sheet indicating his preference with respect to performing a portion of the duties proffered by the Company for the bid period. Subject to the conditions of the Agreement, the pilot's qualifications and pilot's seniority, a flying block or a reserve block shall be awarded in accordance with the indicated preferences.
- 5.4.2 Tailored blocking forms must be submitted to the CALPA Scheduling Committee no later than noon (1200 hrs) on the fourteenth (14th) of the month.
- 5.4.3 A pilot who is absent from his base or on sick leave at the time bid forms are issued may arrange to have another pilot submit a bid on his behalf. The name and telephone number of the pilot submitting the bid must be clearly indicated on the bid sheet in the event he must be contacted with respect to the bid.
- 5.4.4 When no bid sheet is received by closing time, the CALPA Scheduling Committee will use their best judgement in placing such pilot consistent with his bid in previous months. If, however, a pilot consistently fails to bid, his block will be built last and he will get what duty, days off and/or reserve remain.
- 5.4.5 A pilot whose name appears on the competency requirement list (e.g. PPC) may bid for his preferred training period. If he does not, he will be assigned at the discretion of the CALPA Scheduling Committee.
- 5.4.6 No pilot shall be restricted from bidding days off immediately before and/or after his scheduled annual vacation or statutory holidays. An exception to seniority exists when a pilot has vacation or statutory holidays within the bid period. The first request for days off associated with the pilot's vacation or statutory holidays shall take precedence over requests of pilots more senior who do not have any vacation or statutory holidays.
- 5.4.7 Blocks will be constructed by the CALPA Scheduling Committee ensuring all operational requirements of the Company respecting training, check rides, line indoctrination, groundschool, etc. are met.
- 5.4.8 Vacation periods, Statutory Holidays, blockoverlap, recurrent training, check rides, groundschool periods and credit time, draft penalty credits owed from the second previous month, and flight assignments for line indoctrination will be placed on a pilot's block prior to any other bid

SECTION 5 - SCHEDULING RULES (Continued)

preference. All other functions of block construction technique will be by mutual agreement between the CALPA Scheduling Committee and the Company.

- 5.4.9 As many full flying blocks as possible will be awarded. Any residual flying will be placed in open flying.
- 5.4.10 When a pilot is ready to resume flight duty too late to allow him to bid for the next bid period (i.e. returning after an injury, leave, etc.), he will be assigned a reserve block.
- 5.4.11 Completed blocks will be submitted to the Company by the twentieth (20th) of the month. The Company shall perform a final check to confirm all legalities of the Scheduling Rules have been met.
- 5.4.12 The Company will issue the final blocks in published form to all pilots by the twenty-fourth (24th) of the month prior to the respective month for which the schedule is published. The final awarded blocks will not be changed except as provided for in the Scheduling Rules (i.e. Drafting, Reassignments, Displacements, etc.)

5.5 TRIP TRADES

- 5.5.1 Pilots who wish to exchange trips must make their requests to Crew Scheduling in writing as much in advance as possible.
- 5.5.2 Trades will only be permitted where pilots hold equal status and equipment qualifications and are current on type.
- 5.5.3 All trades will be on a **voluntary** basis and each pilot will be paid according to the applicable credits of each trip flown. No credits will be given for any additional deadheading hours incurred as a direct result of the exchange.
- 5.5.4 Blockholders shall be permitted to exchange trips with "open flying" that was not available at the time of blockbuilding, and may be permitted to exchange trips with any other "open flying" subject to Company approval.
- 5.5.5 In no case shall trades be permitted which would leave a pilot either projected below seventy-five (75.0) hours or above eighty-five (85.0) hours. If the value of a blockholder's block is reduced as a result of a trip trade, his block guarantee will be reduced by the difference in value between the trips exchanged. Conversely, if the value of a blockholder's

SECTION 5 - SCHEDULING RULES (Continued)

block is increased as a result of a trip trade, his block guarantee will be increased by the difference in value between the trips exchanged.

5.5.6 Trips may only be exchanged for trips and reserve duty periods for reserve duty periods.

5.5.7 No trip shall be exchanged if it interferes with either pilot's availability for a scheduled flight.

5.6 RESERVE

5.6.1 The reserve period within the reserve day shall not exceed fourteen (14) consecutive hours.

The normal starting time for the reserve period shall be 0430. The start time may be changed provided the reserve pilot is advised by Crew Scheduling the day prior to the reserve day. The start time may not be advanced to earlier than 0400.

The total time from reserve period commencement until the pilot is released from any assigned flight duty shall not exceed eighteen (18) hours (i.e. A pilot commencing a reserve period at 0430 must be released from flight duty no later than 2230).

5.6.2 A reserve blockholder shall be considered on call at all times during his reserve period. Should he leave his place of residence, he shall advise Crew Scheduling where he can be reached. A pager is considered to be an acceptable method of communication, in which case, notice to report for duty shall be the time the Company first contacts the pager company.

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

(a) Telephone not less than twice, with not less than ten (10) minute intervals between calls, and/or;

(b) Dispatch Company personnel or prepaid taxi to pilot's residence to advise him of requirement.

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

SECTION 5 - SCHEDULING RULES (Continued)

5.6.4 Crew Scheduling shall ensure, by 1930 hours each day, that crews have been assigned to all known duty commencing the next day. Crew Scheduling shall make every effort to avoid removals from or additions to such crew assignments any later than 1930 hours. Any additional open flying that becomes available for the next day shall be assigned as soon as possible.

5.6.5 When a reserve blockholder is assigned duty, he shall be so advised immediately, and shall be released from standing reserve twelve (12) hours prior to the assigned duty or at the end of the reserve period in Section 5.6.1, whichever is earlier.

5.6.6 Crew Scheduling shall not interrupt a pilot's minimum crew rest in order to assign him duty.

5.6.7 A reserve blockholder shall be given not less than two (2) hours notice to report for duty:

This provision shall in no way deter a pilot from reporting for duty in less than the above notice requirements if the flight is scheduled to depart sooner and he is able to report sooner. No pilot shall be subject to discipline if he is not able to report in less than the above time requirements from receipt of notice.

5.6.8 A reserve blockholder who reports for a flight that subsequently does not operate, or who performs any other flight duty, or is otherwise released, shall not be subject to further reserve duty on that day.

5.6.9 A reserve blockholder who becomes a blockholder in the next bid period will not normally be assigned duties which would cause him to overlap his first awarded block pairing. If no other reserves are available, and the assignment of duties that cause an overlap is unavoidable, then the pilot may be subject to reassignment under the provisions of Section 5.8 (Reassignment).

5.7 DRAFTING

5.7.1 (a) Blockholder Draft - a blockholder draft is the assignment of a blockholder to any duty on a day which he was not originally scheduled for duty.

SECTION 5 - SCHEDULING RULES (Continued)

- (b) Reserve Blockholder Draft - a reserve blockholder draft is the assignment of a reserve blockholder to any duty beginning on a scheduled day off or any assignment of duty into a scheduled day off exceeding 0200 on the day off.

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

Step 1 - All available reserves must be used

Step 2 - All available supervisory pilots will be used subject to the provisions of Sections 7.4 and 7.9.

Step 3 - The Company will draft a pilot to fly on a scheduled day off in reverse order of seniority and subject to Sections 5.7.3, 5.7.4, and 5.7.5.

5.7.3 A junior pilot shall not be drafted if:

- (a) He cannot be time balanced;
- (b) He has been previously drafted in the bid period and there are more senior pilots available who have not yet been drafted during the bid period.

5.7.4 A pilot shall not be drafted if:

- (a) He has not received crew rest in accordance with the appropriate rest sections of the Agreement;
- (b) The flight falls on a day off consecutive with vacation days and/or statutory holidays;
- (c) The draft reduces the total number of days off in the bid period below the minimum number, unless a day off in lieu is granted within the bid period;
- (d) The draft would interfere with subsequent flights.

SECTION 5 - SCHEDULING RULES (Continued)

The conditions of(d) shall be waived if all other draft provisions have been exhausted. A blockholder who is not able to report for duty because of a misconnection directly resulting from the application of a draft, will receive full credit for the duty lost as a result of the draft as well as the credit for the duty for which he was drafted.

5.7.5 Before a Captain is used as a First Officer:

1. A reserve First Officer shall be assigned, or;
2. A First Officer shall be drafted.

5.7.6 Time Balancing (as a result of draft or drafts) - Any over-projection must be solved within the bid period by removal of a pairing or portion thereof. The pilot will be given preference to select the pairing or portion thereof to be removed, subject to Company approval.

5.7.7 The Company shall apply the draft procedure as far in advance as possible.

5.7.8 Draft Penalty

- (a) Blockholder Draft Credits - Draft credits shall equal the credit of the flight(s) the pilot was drafted to operate. Draft Credits for blockholders shall be repaid in the form of a flight credit in the second month following the draft.
- (b) Reserve Blockholder Draft Credits - Reserve blockholder draft credits shall be calculated at the regular accrual rate for the duty performed. However, the reserve blockholder shall have the day off replaced within the current bid period and shall receive an additional scheduled day off in the second month following the draft.

5.7.9 Once each month, the Company shall make available to the CALPA Scheduling Committee, the record of all instances where pilots were drafted.

5.8 REASSIGNMENT

(NOTE: A pilot operating his originally scheduled flight(s) shall NOT be considered reassigned.)

5.8 When a blockholder's pairing or portion of a pairing is cancelled or changed, he will be released from duty or reassigned in accordance with the following:

SECTION 5 - SCHEDULING RULES (Continued)

- 5.8.1 If a pairing is changed or cancelled, a blockholder may be reassigned to operate other flights provided:
- (a) The pilot is returned to his originally scheduled pairing as soon as possible.
 - (b) A pilot not originally scheduled for an overnight pairing shall not be reassigned to an overnight pairing without his consent.
- 5.8.2 All affected duty periods in the pairing for which there is no reassignment shall become free of all duty.
- 5.8.3 If the original pairing consists of only a single duty period, the originally scheduled duty period may be expanded by a maximum of two (2) hours. Further expansion shall be subject to pilot consent.
- 5.8.4 Prior to or after the commencement of a multi-day pairing the first and last duty periods of the pairing may be expanded by a maximum of two (2) hours. Further expansion shall be subject to pilot consent.
- 5.8.5 The pilot shall receive credits for the greater of the original pairing, or the reassigned duty.
- 5.8.6 If the reassignment results in an over-projection, the pilot must be time balanced within the bid period. If the pilot cannot be time balanced within the bid period, he shall not be reassigned.
- 5.8.7 Reassigned duty will not normally be scheduled if it interferes with the remainder of the pilot's block. If the reassigned duty interferes with another duty period, the pilot shall receive credit for the greater of the sum of the original duty periods or the actual duty credit for the reassignment.
- 5.8.8 If, as a result of a reassignment, a duty period extends into a day off by more than two (2) hours, and the loss of that day off reduces the total number of days off in the bid period below the minimum number, a day off in lieu will be granted in the bid period.
- 5.8.9 A pilot who is returned to his originally scheduled flight(s) shall no longer be considered reassigned.

SECTION 5 - SCHEDULING RULES (Continued)

5.9 DISPLACEMENT

5.9.1 A blockholder may be displaced from a pairing or a portion of a pairing and shall not be subject to any reassignment other than necessary dead-heading on the earliest available flight to return a pilot to his home base, or to pick up the balance of his pairing(s).

5.9.2 A blockholder who has been displaced shall receive the credit for his originally assigned pairing.

5.10 BLOCKING AND ASSIGNMENT ERRORS

5.10.1 Blocking errors shall not result in the pilot losing any of his awarded credits, however he shall be subject to reassignment.

5.10.2 In the specific case where two pilots of the same status are scheduled to operate the same flight, the senior pilot will be given the choice of operating the flight or being subject to reassignment.

5.11 IRREGULAR OPERATIONS

5.11.1 No pilot shall be required to work in excess of six (6) consecutive calendar days. For this purpose, a reserve day shall be considered a working day.

In the event of an unscheduled layover away from home base due to weather or mechanical causes on the sixth day, the pilot will be required to work the seventh day subject to the following conditions:

1. The seventh day will be a "draft" day to permit the pilot to continue with any scheduled flights, ferry flights, or deadheading such that he is returned to home base at the end of the duty period.
2. The eighth day will become a day off by displacement if necessary such that the pilot would receive any credits he was originally scheduled for.
3. The Company must make every effort to return the pilot to his original schedule on the ninth day.
4. The above shall not prevent the pilot from receiving his minimum number of days off per month as defined in Section 4.1.13.

SECTION 5 - SCHEDULING RULES (Continued)

5.11.2 In all other cases of an unscheduled layover away from home base prior to a day off, the pilot will be asked when he is told of the layover to choose from the following:

- (a) To either deadhead or operate the first available flight back to home base and then be relieved of all duty; or
- (b) To be drafted for the whole day

If he elects (a), he will be given actual flight time credits only and the day will still be classed as a day off.

5.11.3 In the case of any departure delay at a pilot's home base or any known en-route delay which would cause the pilot's projected duty period to extend more than two (2) hours into a scheduled day off, a reserve pilot legal for the flight will be called. However, if no legal reserve is available the pilot will continue his duty period and the scheduled day off will be replaced if the pilot works more than two hours into his day off. Where unable to replace said day off within the bid period (due to the pilot having only days off remaining or if at the end of the bid period), the day off will be replaced within the next month.

SECTION 6

SENIORITY

- 6.1 The Company shall maintain and publish a Pilot Seniority List which is to be updated quarterly on January 1, April 1, July 1 and October 1 to include any additions, deletions, or changes. A copy of the most recent List is to be posted on the Bulletin Board or in the Pilot Bulletin Book at each place where pilots are based within seven (7) days of each respective date above and is not to be removed until replaced by a corrected or new List.
- 6.2 Such a List shall contain the names of all pilots specifying Status, Base, Equipment and the date of Seniority, which date shall be deemed to be the pilot's date of hire for the Company, as agreed upon between the Company and the Association. After November 15, 1990, when two or more pilots are hired on the same date, Seniority will be determined by academic rank upon completion of initial groundschool. Any tied scores will be resolved by lottery to be administered by both the Company and the Association. New hires will be advised by the Company of the method of determining seniority at the commencement of training.
- 6.3 A pilot shall be permitted a period of sixty days after issuance of the Seniority List within which to protest to the Company any omission or incorrect listing affecting his seniority. Where a pilot is on vacation, leave of absence, or sick leave at the time of posting of the Seniority List, he may protest within thirty days of his return to work. If the Seniority List is not protested within the prescribed time limit any incorrect listing or other discrepancy shall not be protested on any subsequent listing.
- 6.4 *INTENTIONALLY LEFT BLANK
- 6.5 Seniority number shall govern all pilots in case of promotion and demotion, their retention in case of reduction in force, their assignment or reassignment due to expansion or reduction in schedules, their opportunity to qualify on other types of equipment, their re-employment after furlough due to reduction in force, their choice within base, status and equipment of vacation periods, the awarding of blocks, and their choice of assignments provided that the pilots' licences, excluding type endorsements, are sufficient for the conduct of the assignment.

SECTION 6 - SENIORITY (Continued)

- 6.6 A pilot shall cease to accrue his seniority under the following conditions:
- (a) as provided for in Sections 13.1.3 (Leaves - General), 13.2.3 (Maternity Leave), and 13.3.3 (Child Care Leave).
 - (b) as provided for in Section 6.9 (extended lapse of pilot qualifications during Supervisory duties).
- 6.7 A pilot who loses seniority under Section 6.6(a) or Section 6.6(b) and who returns to duty will have his position on the Pilot Seniority List adjusted accordingly.
- 6.8 A pilot shall forfeit his seniority under the following conditions:
- (a) as provided for in Sections 13.1.7 (flying for remuneration while on leave) and 13.1.10 (failure to return from leave).
 - (b) if he is discharged.
 - (c) if he resigns from the Company.
- 6.9 A pilot performing non-flying or supervisory duty shall retain and accrue seniority, provided such pilot maintains an Airline Transport Pilot Licence or other licences and/or qualifications required for his status on Company operated equipment. If the supervisory pilot allows these licences to lapse, he shall have a period not to exceed six (6) months from expiration in which to regain such licences. If he does not regain such licences within six (6) months, he will cease to accrue seniority from that date. His seniority accrual shall re-commence from the date his licences are regained.
- Notwithstanding the above, such pilot who is unable to maintain his Licence Validation Certificate shall accrue seniority according to the provisions of Section 13.7.1 (Long Term Illness or Injury).

SECTION 7

SUPERVISORY AND MANAGEMENT PILOT FLYING

- 7.1 Supervisory pilots shall be bound by the terms and conditions of the Collective Agreement unless otherwise specified herein.
- 7.2 Nothing in this Agreement shall restrict the Company's rights to transfer employees to non-flying, supervisory, or management duties with their concurrence or the right to withdraw employees from such non-flying, supervisory, or management duties.
- 7.3 A pilot returning from supervisory and/or management position will be able to return to the line to the permanent assignment his seniority will allow him to hold. However, in the case where the same or a higher position on the equipment ladder is available at his present base, the pilot shall not be allowed to bump into another base.
- 7.4 Supervisory and Management pilots shall be restricted to a maximum of forty-five (45.0) credited hours per month of revenue flying, excluding line indoctrination.
- Duty and Flight Time Limitations including credits in this Agreement apply to all Management pilots while engaged in revenue flying duties.
- 7.5 A pilot may be displaced from his flight by a Supervisory and/or Management pilot provided that in such cases the pilot shall be credited for pay and flight time limitation purposes for the flight as if it had been flown according to schedule and shall not be subject to reassignment other than necessary deadheading on the earliest available flight to return a pilot to his home base, or to pick up the balance of his pairing(s).
- 7.6 Revenue hours flown by Supervisory and/or Management pilots shall be made available to the Association upon request.
- 7.7 The number of Supervisory and/or Management pilots will be established by the Company consistent with manpower requirements. The Association shall be expeditiously notified of any additions and/or deletions to the Supervisory and/or Management pilot staff.
- 7.8 Supervisory and/or Management pilots shall not perform supervisory duties while flying as a member of a crew; such duties shall only be conducted while flying as extra or supernumerary crew member. Instrument rating renewal, instructional flights, line checks and line indoctrination flights necessary to qualify crews under MOT requirements are excepted.

SUPERVISORY AND MANAGEMENT PILOT PLYING (Continued)

- 7.9 Except when doing line indoctrination when flying as a crew member, Supervisory and/or Management pilots shall conform to the Seniority System provided for in this Agreement. That is, the following conditions must be met:
- (a) Such Supervisory and/or Management pilots must hold a position on the Pilot Seniority List and may only fly in the status which his seniority **allows**. Otherwise such flying must be done in accordance with Section 7.5.
 - (b) Command of the aircraft shall be in accordance with Section 2.1.6 of this Agreement.
- 7.10 Notwithstanding any of the provisions of this Section, any Supervisory and/or Management pilot may fly any flight for which there is no non-supervisory or non-management pilot available and such flight will be included in the monthly maximum as specified in Section 7.4.

SECTION 8

PROBATION

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

- 8.2 Laid off pilots on probation recalled for duty shall be credited with their previous period of employment, in fulfilling their probation period.

SECTION 9

FILLING OF ASSIGNMENTS

9.1 BIDDING ON PERMANENT ASSIGNMENTS

- 9.1.1 A pilot must maintain on file a completed Letter of Preference which will serve as a standing bid for all vacancies. This Letter of Preference may be changed by the pilot at any time by submitting a superseding Letter of Preference.

Letters of Preference should be sent to the Chief Pilot, with a copy mailed by the pilot to CALPA Headquarters, Attn: Air Ontario M.E.C. Chairman.

Letters of Preference will expire December 31st of the current year and must be renewed for the subsequent year.

Only those Letters on file at the time of awarding the permanent assignment will be considered.

- 9.1.2 If a new base or the introduction of a new equipment type to a base is anticipated, the Company shall put a notice to the pilots a minimum of thirty (30) days in advance so that pilots may change their Letters of Preference. A copy of any such notice shall be sent to the Association.
- 9.1.3 In consideration of training costs there shall be certain limitations on bidding new vacancies. A pilot may bid on a vacancy which is a higher step on the following ladder without restriction.

Captain DHC-8-300
Captain DHC-8-100
F/O DHC-8-300
F/O DHC-8-100

A pilot may not bid downward on the ladder for one (1) year from the effective date of his most recent bid award.

The Company may waive the foregoing limitations.

- 9.1.4 Due to training requirements the Company may delay a move to a successfully bid position for up to ninety (90) days provided the pilot is paid the higher rate from the effective date of the bid award. The ninety (90) days or any portion of it shall be credited towards the foregoing limitation. Notification of delay shall be provided at least twenty (20) days prior to the effective date of the bid award. Such notification shall include the length of the delay.

SECTION 9 - FILLING OF ASSIGNMENTS (Continued)

9.1.5 Pilots declining to bid on vacancies or failing to qualify for bulletined positions will not lose their seniority.

9.2 AWARDING PERMANENT ASSIGNMENTS

9.2.1 Vacancies shall be filled by awarding the permanent assignment to the most senior pilot bidding the position on his Letter of Preference.

9.2.2 A pilot forced downward on the equipment ladder due to a reduction, who has sufficient seniority to hold a position at another base which would enable him to maintain or improve his previous position on the ladder may elect to bump into that base according to his seniority. However, in the case where the same or a higher position on the equipment ladder is available at his present base, the pilot shall not be allowed to bump into another base.

9.2.3 The Company shall provide a pilot with twenty (20) days notice of any change in his permanent assignment within his base. The pilot may elect to waive this requirement.

The notice in Section 17.1.1 is required for the awarding of permanent assignments that require a change of base.

9.3 TEMPORARY ASSIGNMENTS

9.3.1 Temporary assignments will be made when there are insufficient flight personnel at an established base to fulfill all the operational requirements.

9.3.2 Temporary assignments which remain in effect after three months shall be regarded as permanent unless mutually agreed otherwise between the Company and the Association.

9.3.3 A pilot shall, in accordance with seniority, only be assigned to another base for temporary flying duty when there is an insufficient number of pilots at the base already qualified for the assignment involved.

9.3.4 A pilot, other than the most junior qualified, shall not be temporarily assigned to another base without his consent.

9.3.5 Pilots on temporary assignment will be on expenses as outlined in Sections 18.1 and 18.2 at that base for the duration of the temporary assignment, or on such other reasonable basis, mutually agreed to, that would provide for recovery by the pilot of his additional expenses.

SECTION 9 - FILLING OF ASSIGNMENTS (Continued)

9.4 TEMPORARY BASE

- 9.4.1 Temporary bases may be established from time to time by mutual agreement between the Company and the Association.
- 9.4.2 Pilots assigned to a temporary base will be on expenses as outlined in Sections 18.1 and 18.2 at that base for the duration of the temporary assignment, or on such other reasonable basis, mutually agreed to, that would provide for recovery by the pilot of his additional expenses.
- 9.4.3 The terms of this Agreement will apply to a pilot on assignment at a temporary base as though it were his permanent base, except in the case of days off.
- 9.4.4 Pilots assigned to a temporary base will be scheduled so as to attain their days off at their permanent base, wherever practical.

SECTION 10

TRAINING

10.1 FAILURE TO QUALIFY

10.1.1 The term failure to qualify shall mean:

- . failure to receive a recommendation for a flight test after completion of the full training program or,
- failure of the actual flight test after receiving said training and recommendation, or
- failure to successfully complete line indoctrination, or
- failure to pass an initial or recurrent groundschool exam, or
- failure to pass a Line Check

A pilot who fails to qualify and who subsequently is to receive additional training shall have the option of having such training and flight test done by a different Supervisory Pilot(s).

10.1.2 A pilot who fails to qualify may be held out of service, however, his normal monthly minimum guarantee will not be reduced for a period of thirty (30) days.

10.2 INITIAL NEW-HIRE TRAINING

10.2.1 Notwithstanding Section 10.1.1, a new hire pilot who fails to qualify during any phase of his initial training shall have his future employment status determined by the Company.

10.3 RECURRENT TRAINING (IFR/PPC Renewal)

10.3.1 Recurrent training shall consist of a minimum of one simulator/aircraft session prior to a flight test. Recurrent training shall consist of at least two (2) hours of "pilot flying" duties. Recurrent training and flight test shall not be conducted within the same session. A pilot shall receive no less training than that required in the Company Training Manual.

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

SECTION 10 - TRAINING (Continued)

10.3.3 A Captain who fails to qualify after his second attempt will be given an opportunity to requalify as a First Officer.

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

10.4 LINE CHECK

10.4.1 Line Checks of Operating Crew members shall be conducted as required.

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

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

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

10.5 STATUS OR EQUIPMENT UPGRADING/DOWNGRADING

10.5.1 This section shall apply to any of the following or any combination of the following changes of assignment:

(a) First Officer to Captain

(b) Equipment upgrade

(c) Equipment downgrade

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

SECTION 10 - TRAINING (Continued)

- 10.5.3 A pilot who fails at his second attempt will be advised in writing within five (5) days of his failure. The pilot shall return to his former permanent assignment.

Note:

If his former permanent assignment no longer exists, he will be given additional training as per Section 10.5.2 and a third attempt to qualify within thirty (30) days of his failure. A pilot who fails his third attempt shall be advised in writing within thirty (30) days of his employment status with the Company.

- 10.5.4 A pilot who fails to qualify after exhausting all of the above attempts shall be prohibited from bidding the same permanent assignment vacancy for a period of two (2) years from his date of last failure.

A pilot who re-bids the same permanent assignment vacancy after two (2) years shall have the rights to qualify reinstated.

10.6 EQUIPMENT UPGRADE/DOWNGRADE GROUND SCHOOL

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

Note:

If his former permanent assignment no longer exists, he shall choose to either:

- (a) write a third exam, or
- (b) complete a third ground school and then re-write a third exam.

A pilot who fails his third attempt shall be advised in writing within thirty (30) days of his employment status with the Company.

- 10.6.2 A pilot who fails to qualify after exhausting all of the above attempts shall be prohibited from bidding the same permanent assignment vacancy for a period of two (2) years from his date of last failure.

SECTION 10 - TRAINING (Continued)

A pilot who re-bids the same permanent assignment vacancy after two (2) years shall have all rights to qualify reinstated.

10.7 RECURRENT GROUND SCHOOL

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

10.8 GENERAL

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

10.8.2 No period of ground training shall be more than eight (8) hours in any given calendar day. This period may be extended by mutual agreement at that time. Ground training will normally be scheduled on a continuous basis until completion.

10.8.3 No session of simulator/aircraft, or procedures training shall be more than four (4) hours excluding pre and post flight briefings. Twelve (12) hours completely free of all duty shall be provided between all simulator/aircraft or procedure sessions.

10.8.4 No period of training of any kind shall be more than five (5) consecutive days duration without a minimum of forty-eight (48) hours completely free of all duty, except by mutual agreement between the Company and the Association.

10.8.5 A pilot shall receive at least forty-eight (48) hours advance notice for all flight training sessions (including PPC and IFR Checks). This notice must be renewed if the flight training session is delayed more than sixty (60) hours, except by mutual consent.

10.8.6 No period of flight training shall have more than two (2) trainees on an aircraft at one time.

10.8.7 No simulator/aircraft training session (including pre and post flight briefings) shall be preceded or followed by any duty other than deadheading.

SECTION 10 - TRAINING (Continued)

- 10.8.8 While training away from home base, notwithstanding the provisions of Section 4.1.13, a pilot shall be allowed two days off out of each seven (7) days while in ground school, simulator or flight training. By mutual agreement between the Company and the Association, such days off may be deducted from minimum guaranteed days off at home base. This shall be determined prior to departing for such training, and the pilot notified accordingly.
- 10.8.9 All pilots on initial, recurrent, PPC or IFR renewal, status or equipment upgrade or downgrade, groundschool, or any other training that may be devised, shall receive a four (4) hour flight credit per day.
- 10.8.10 A pilot who is removed from his scheduled flight(s) for his own training shall receive credit for the greater of the assigned pairing(s) lost or duties performed.
- 10.8.11 In unusual circumstances a pilot may be required to perform as a “pilot not flying” in order to train or qualify another pilot. In this case, said pilot will not have his performance measured and will not be subject to the provisions of Sections 10.1.1 and 10.1.2 while operating for reasons other than the requirements to maintain his own proficiency.
- 10.8.12 Every effort shall be made by the Company to avoid training between the hours of 0000 and 0600.
- 10.9 ADDITIONAL OPPORTUNITIES
- 10.9.1 Nothing in Section 10 shall prohibit the Company from offering a pilot additional opportunities to qualify for any permanent assignment sought.

SECTION 11

NEW OPERATIONS

11.1 NEW EQUIPMENT

11.1.1 The rates of pay specified in this Agreement apply only to the equipment types specified herein. Six (6) months prior to the anticipated date of introduction into regular operations of a new equipment type, or a variant of a present equipment type, with differences in speed, weight, crew complement or operational environment, the Company and the Association agree, irrespective of the duration of the Agreement, to enter into negotiations under Section 49 of the Canada Labour Code for the purpose of establishing the rates of pay, rules and working conditions which shall apply to such aircraft.

11.1.2 Negotiations shall begin within fourteen (14) calendar days after a request for such negotiations has been made by either party, unless otherwise mutually agreed between the Company and the Association. Failing settlement, Part I of the Canada Labour Code will apply with respect to the matters referred to in Section 11.1.1 above.

11.2 HIRING OUTSIDE THE COMPANY

11.2.1 In the event new types of aircraft are procured, or new type airline operations are undertaken, pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders on the newly created vacancies.

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

11.2.3 If due to expansion of the airline operations, vacancies occur that cannot be filled by pilots already in the employ of the Company, additional pilots may be hired from outside the Company and their seniority will begin to accrue from the date of first employment as a pilot with the Company, and they will be placed on the Pilot Seniority List in accordance with that date.

SECTION 12

VACATION AND STATUTORY HOLIDAYS

12.1 VACATION YEAR

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

12.2 VACATION ENTITLEMENT AND PAY

12.2.1 Annual Vacations with pay will be granted to all pilots in accordance with the following schedule:

<u>Length of employment</u>	<u>Vacation</u>
Less than 3 months	No entitlement
After completing 3 months	1 Week
After completing 1 year	2 Weeks
After completing 3 years	3 Weeks
After completing 10 years	4 Weeks
After completing 18 years	5 Weeks
After completing 25 years	6 Weeks

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

12.2.3 A pilot, while on vacation shall receive a credit in flying hours of one-thirtieth (1/30) of the maximum as specified in Section 4.1.1 for each day of vacation entitlement. This credit in flying hours is to be applied to the pilot's time for the month in which the vacation is taken.

12.2.4 The Company shall, on the first (1st) day of September each year, bulletin a roster of vacation periods available by base, status, and equipment for the period of fifty-two (52) weeks commencing on the first Sunday of the following year. This roster shall remain posted for sixty (60) days. The Company shall post the vacation assignments as indicated from the pilot's preference by December First (1st). Assigned vacation periods will not be changed except by mutual agreement between the Company and the pilot.

If a pilot changes permanent assignments, the Company may request that he change his vacation period(s). Such change shall be subject to mutual agreement between the pilot and the Company.

SECTION 12 - VACATION & STATUTORY HOLIDAYS (Continued)

- 12.2.5 Payment of vacation: An employce while on vacation shall be paid in the regular manner, or shall receive his full entitlement under the Canada Labour Code, whichever is the greater. At the end of each year, the Company will calculate the entitlement under the Canada Labour Code, deduct vacation taken and will pay the difference if any by the end of February.
- 12.2.6 Nothing in this Section shall prevent an employee obtaining his full entitlement under the Canada Labour Code.
- 12.2.7 Any former Air Ontario Limited pilot employed prior to January 01, 1977 shall be entitled to take vacation as though he had completed the current year of service subject to a pro-rated rationalization in the event of termination and/or retirement. All other pilots shall be entitled only to the vacation and statutory holidays earned at the commencement of the vacation year.

12.3 STATUTORY HOLIDAY ENTITLEMENT AND PAY

- 12.3.1 Pilots shall be awarded ten (10) statutory holidays per year. Each statutory holiday shall have a value of four (4.0) flight hours. Statutory holidays will be bid as part of the holiday bid of Section 12.2.4 above in blocks of five (5) days assigned to weekly bid slots or in the event a pilot is entitled to three (3) or less days, they may be assigned to a supplementary bid slot.
- 12.3.2 Newly employed pilots who are first assigned to line duties during a calendar year will accumulate the extra days off at the rate of one for each of the statutory holidays listed below which occurs during the balance of the year following the date on which he is first assigned:

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

12.4 HOLIDAY WEEK BID SYSTEM

- 12.4.1 A roster for each base, equipment and status shall be posted indicating all weekly holiday periods and all supplementary bid slots available for bidding. A pilot will be able to bid based on his permanent assignment on September 1st each year preceding the holiday year.

SECTION 12 - VACATION & STATUTORY HOLIDAYS (Continued)

- 12.4.2 Pilots will be assigned bid periods in order of seniority within base, equipment and status during which they must phone in their desired bid. A pilot may elect to bid only part or none of his entitlement but in doing so will forfeit any rights to available holiday periods should those periods subsequently be bid by a pilot more junior.
- 12.4.3 The vacation holiday bid will be held between September 15th and October 18th, and the statutory holiday bid will be held between October 19th and November 21st each year. Any pilots who have not completed their bidding by November 22nd will have their holidays arbitrarily assigned to any remaining unbid periods.
- 12.5 HOLIDAY WEEK EXCHANGES
- 12.5.1 During the holiday year pilots who wish to exchange holiday weeks may do so providing their request is made in writing by the first (1st) of the month prior to any change in order to enable timely publishing of block information.
- 12.5.2 Pilots will be permitted to exchange vacation weeks with weekly blocks of five statutory holidays on an equal basis.
- 12.5.3 Pilots may also be permitted by the Company to exchange the specific holiday weeks that have become available as a direct result of resignations, terminations or leaves on a first come, first serve basis.

SECTION 13

LEAVES OF ABSENCE

13.1 GENERAL

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

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

13.1.3 Extended leave beyond twelve (12) months may be granted but seniority will not continue to accrue beyond the first twelve (12) month period, except as provided for in Section 13.1.4.

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

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

13.1.6 Notwithstanding Section 13.1.5, a pilot shall prior to the commencement of the leave elect in writing to either;

(a) Suspend his Letter of Preference for the duration of the leave, or

(b) Continue to exercise his rights under Section 9.1 - Bidding on Permanent Assignments.

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

SECTION 13 - LEAVES OF ABSENCE (Continued)

13.1.7 A pilot on leave shall not engage in flying employment for remuneration. If the pilot engages in flying employment for remuneration, while on leave of absence, he shall forfeit his seniority and shall be deemed to have resigned from the Company.

13.1.8 A pilot who is on a leave of absence may choose to maintain all or any benefits normally covered by payroll deduction at pilot expense. Such payments for benefits shall be made in advance in the form of monthly postdated cheques.

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

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

13.1.10 A pilot shall forfeit his seniority and shall be deemed to have resigned from the Company if;

- (a) He does not provide proper written notice required under Section 13.1.9.
- (b) He fails to report for the required training and proficiency checks, as specified in Section 13.1.9, or
- (c) He does not return to pilot duty at the expiration of his leave of absence.

13.1.11 A pilot returning from any authorized leave, shall be permitted to resume his last held permanent assignment subject to seniority.

13.2 MATERNITY LEAVE

13.2.1 Notwithstanding Transport Canada requirements a female pilot, at her request, will be granted up to twelve (12) months of maternity leave of absence without loss of seniority for each period of pregnancy. This leave shall be deemed to include the Maternity and Child Care entitlements of the Canada Labour Code.

SECTION 13 - LEAVES OF ABSENCE (Continued)

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

13.2.3 Sections 13.1.3 to 13.1.11 will apply to maternity leaves of absence.

13.2.4 Length of Service shall accrue while a pilot is on Maternity Leave.

13.3 CHILD CARE LEAVE

(1)A

13.3.1 A pilot shall, at his request, be granted up to twelve (12) months of child care leave without loss of seniority for each occurrence of birth, adoption, foster or ward custody. This leave shall be deemed to include the child care entitlements of the Canada Labour Code.

(0)A
13.3.1

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

13.3.3 Sections 13.1.3 to 13.1.11 will apply to child care **leaves**.

13.3.4 Any combination of leave under Sections 13.2 (Maternity) and 13.3 (Child Care) shall not exceed twelve (12) consecutive months for each occurrence of birth, adoption, foster or ward custody.

13.3.5 Length of Service shall accrue while a pilot is on Child Care Leave.

13.4 JURY/WITNESS DUTY

(1)A

13.4.1 A pilot when required to participate in Court activities associated with Jury Duty or when subpoenaed to appear as a witness, excepting those cases where a pilot is subpoenaed by the Association, will be granted leave with pay and without loss of seniority or benefits for those days he is unable to **work**. Such pay will be limited to the flight credits of the pairings in the pilot's block as if they had been flown according to schedule (regular salary in the case of a pilot with less than one (1) year of service), and he shall be credited with such flying time for the purpose of flight time limitations. A pilot not holding a block shall not have his minimum guarantee reduced as a result of this leave.

13.4.2 When said Duty is expected to continue into the next and any subsequent months, the pilot shall continue to bid his monthly schedule in the normal manner and shall continue to be paid as specified in Section 13.4.1.

SECTION 13 - LEAVES OF ABSENCE (Continued)

13.4.3 Should the pilot receive any remuneration as compensation for Jury/Witness duty, said remuneration will be deducted from the Company's obligation under Section 13.4.1.

13.5 COMPASSIONATE LEAVE

13.5.1 A pilot shall be entitled to compassionate leave as per current Company Policy. Compassionate leave will be granted without loss of seniority or benefits for those days the pilot is unable to work. The pilot shall have the option of using vacation and/or statutory holidays to offset the value of flight time credits lost as a result of his being unable to work.

13.5.2 When said leave is expected to continue into the next and any subsequent months, the pilot shall continue to bid his monthly schedule in the normal manner.

13.6 BEREAVEMENT LEAVE

13.6.1 Within the seven (7) days following a death in his immediate family, a pilot shall be entitled to a bereavement leave of up to five (5) days duration. Immediate family for the purpose of this section shall be deemed to include the pilot's spouse (including common law spouse); the pilot's or spouse's (including common law spouse) parents, grandparents, sisters, brothers, and children (including adopted, ward or foster children), and also includes any relative permanently residing in the pilot's household or with whom the pilot resides.

13.6.2 Bereavement leave shall be with pay for the first three (3) working days as defined below and without loss of seniority for those days the pilot is unable to work. Such pay will be limited to the flight credits of the pairings in the pilot's block as if they had been flown according to schedule (regular salary in the case of a pilot with less than one (1) year of service) to a maximum of three (3) days, and he shall be credited with such flying time for the purpose of flight time limitations. A pilot not holding a block shall not have his minimum guarantee reduced as a result of this leave.

13.7 LONG TERM ILLNESS OR INJURY

13.7.1 In the event of long term illness 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 leave for illness or injury exceed a total continuous period of five (5) years, unless such period is extended by mutual agreement between the Company and the Association. Such pilot, while on leave, shall

SECTION 13 - LEAVES OF ABSENCE (Continued)

retain and continue to accrue seniority whether or not he is able to maintain his pilot's licence or certificates. Return to duty after such leave shall be subject to a reasonable qualifying period.

- 13.7.2 Length of Service shall accrue while a pilot is on long term illness or injury leave.
- 13.7.3 A pilot who is returning from long term illness or injury leave shall be permitted to return to the permanent assignment his seniority will allow him to hold.
- 13.7.4 Sections 13.1.7 (no flying for remuneration) and 13.1.8 (may maintain benefits coverage) will apply.

13.8 BENEFIT/LEAVE QUICK REFERENCE INFORMATION CHART

'TYPE OF LEAVE	DURATION	PAY INCREMENTS	VACATION ENTITLEMENT	SYSTEM SENIORITY	SICK LEAVE CREDITS	DENTAL	MAJOR MEDICAL	LIFE INSURANCE
PERSONAL	Unlimited	Retain (No Accrual)	Retain (No Accrual)	Retain (No Accrual After 12 Months)	Retain (No Accrual]	Optional - Employee Pays 100%	Optional - Employee Pays 100%	Optional - Employee Pays 100%
COMPASSIONATE	As per Company Policy	Retain & Accrue	Retain & Accrue	Retain & Accrue	Retain (No Accrual)	Normal	Normal	Normal
MATERNITY & CHILD CARE	12 Months	Retain & Accrue	Retain & Accrue Vacation Only (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	optional - Employee pays Employee portion only	Optional - Employee pays Employee portion only	Optional - Employee pays Employee portion only
BEREAVEMENT	5 Days	Retain & Accrue	Retain & Accrue	Retain & Accrue	Retain & Accrue	Normal	Normal	Normal
SICK LEAVE	Day 1-30 Inclusive	Retain & Accrue	Retain & Accrue	Retain & Accrue	Retain & Accrue	Normal	Normal	Normal
MUTUAL AID (Short- Term Disability)	Day 31-365 Inclusive	Retain & Accrue	Retain & Accrue Vacation Only (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company
LONG-TERM DISABILITY	Years 2-6 Inclusive	Retain & Accrue	Retain & Accrue Vacation Only (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company
WORKER'S COMPENSATION	Indefinite	Retain & Accrue	Retain & Accrue Vacation Only (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company

29 Sept 1993

NOTE: This document is for quick reference purposes only.
Language contained in the main body of the Collective Agreement shall apply.

SECTION 14

SICK LEAVE

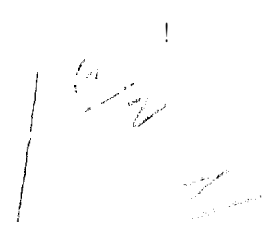
- 14.1 For the purpose of this section, sick leave shall mean the period of one or more days during which a pilot is scheduled or assigned and is unable to report for duty as a result of illness or injury.
- 14.2 On January 1st of each year all pilots actively employed with the Company shall be entitled to eighteen (18) days sick leave with pay for the current year. Pilots employed during the year shall be entitled to one and one-half (1-1/2) days sick leave with pay for each full month remaining in the year. The unused portion of a pilot's sick leave allowance shall be cumulative to a total of sixty (60) days.
- 14.3 The existing bank of unused sick **days in** effect since November 1, 1975 shall continue to form the basis of a pilot's sick leave entitlement under this Section.
- 14.4 Pilots who are eligible for Mutual Aid will draw sick leave benefits as provided for in this section, up to a maximum of thirty (30) calendar days in any one sickness. Any remaining sick leave benefits will be suspended during the period the pilot receives Mutual Aid payments.
- 14.5 During a sick leave period, a blockholder shall be paid the flight credits in his block as if they had been flown according to schedule (regular salary in the case of a pilot with less than one (1) year of service) and shall be credited with such flying time for the purpose of flight time limitations. A reserve blockholder or pilot not holding a block for other reasons, shall receive a four (4) hour flight credit.
- 14.6 During a month in which a reserve blockholder or pilot not holding a block for other reasons is on sick leave, his pay shall be the greater of actual flight pay **credits** earned or the normal minimum guarantee for the month, except that a pilot with less than one (1) year of service with the Company shall receive his regular salary.
- 14.7 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 blockholder or at the time he is unable to report for duty, or is unable to be contacted, in the case of a reserve blockholder or pilot not holding a block for other reasons. One (1) day shall be **deducted** from his accrued sick leave credit for each twenty-four hour period or part thereof for which he is planned and **unable to** report for duty.

SECTION 14 - SICK LEAVE (Continued)

- 14.8 Any pilot who becomes sick or injured as a result of having been or being outside Canada on Company business or due to causes related to his occupation or to the living and health conditions peculiar to the countries in which he performed service, shall be properly hospitalized and treated at Company expense until returned to Canada. If the sickness or injury necessitates treatment or convalescence in Canada, such pilot shall be returned by the Company to Canada. This provision shall apply to recurrences of the same sickness or injury so long as the pilot shall remain an employee of the Company. When the pilot returns to Canada, he shall revert to Company benefits.
- 14.9 A pilot's sick leave period shall end when he has booked back on with Crew Scheduling and/or Operations. When a pilot has been off sick and subsequently advises Crew Scheduling that he is fit to resume flight duty, he will be returned to his awarded block pairing if he books on prior to 1800 hours the day before. However, if he books on after 1800 hours Crew Scheduling will have the option of returning him to his pairing or reassigning him under the provisions of Section 5.8 (Reassignment).
- 14.10 Any sick leave of more than three (3) days is to be substantiated by a Doctor's Certificate if requested by the Company.
- 14.11 Length of Service shall accrue while a pilot is on sick leave.

SECTION 15

PHYSICAL EXAMINATIONS

- 15.1.1 Periodic physical and electrocardiogram, and audiogram examinations, required under Government regulations for license endorsement are the responsibility of the pilot.
- 15.1.2 Such examinations shall be conducted by any MOT approved Doctor.
- 15.1.3 The Company may, at its own expense, request a pilot to complete a medical examination with an MOT approved Doctor at any time where there is reason to believe his health or physical condition is impaired, in which case the pilot shall be afforded prior consultation and will be furnished with a copy of the medical examination report.
- 15.1.4 Medical standards *for* Company physical examinations will be no more restrictive than those standards set forth in the MOT Regulations as being required to maintain an Airline Transport Pilot Licence. This shall not apply in the case of a pilot's initial medical with the Company.
- 15.1.5 The expense of the regular MOT physical, electrocardiogram, and audiogram examinations, shall be borne by the Company providing the pilot uses a Company designated doctor. The Company will designate at least one doctor for every location where pilots are based. Where no Company doctor is designated for a pilot base, the Company will bear the full cost of any medical given by any MOT approved doctor.
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SECTION 16

FURLOUGH AND RECALL

16.1 FURLOUGHING

- 16.1.1 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.
- 16.1.2 The Company shall provide at least thirty (30) days written notice to a pilot prior to his being furloughed, except in the case of third party strike in which case the Company shall provide sixty (60) hours notice and the pilot shall be available for immediate recall. In the case of reserve pilots, they shall call operations each evening at 2000 hours. Immediate recall applies only to the first two (2) weeks of a third party strike after which recall procedures will be mutually agreed to by the Company and the Association.
- 16.1.3 A pilot placed on laid-off status with 30 days notice, whose instrument rating is due to expire within two (2) months from date of lay-off, shall have his instrument rating renewed by the Company prior to lay-off.
- 16.1.4 A pilot who is furloughed shall file his address with the office of the Director of Flight Operations and shall thereafter promptly advise the Director of Flight Operations of any change in address.
- 16.1.5 A pilot shall not be entitled to preference in re-employment if he does not comply with the foregoing requirements or if he does not advise the Company of his intention to return within three (3) days of receipt of the recall notice or if he does not return to the service of the Company within thirty (30) days, except for third party strike, or such longer period as may be mutually agreed upon, after notice to do so, sent by registered mail or telegram to the last address filed with the Director of Flight Operations. In the event the Company bulletins an assignment as "temporary", a pilot may, if he considers it to his disadvantage to accept, advise the Company in writing accordingly, and will maintain his entitlement for preference in re-employment for any subsequent assignment, except that the most junior furloughed pilot must accept such temporary recall.

SECTION 16 - FURLOUGH AND RECALL (Continued)

- 16.1.6 Any pilot who is furloughed shall have the option of choosing to remain on furlough or of severing his employment with the Company. However, at the end of sixty (60) months, severance will be automatic unless otherwise mutually agreed between the Association and the Company. A pilot recalled after two (2) full years or more of furlough and who had previously completed his probation, may be subject to a further probationary period of six (6) months.
- 16.1.7 A pilot who is furloughed shall have the option of choosing to maintain all or any benefits normally covered by payroll deduction at pilot expense. Such payments for benefits shall be made in advance in the form of monthly postdated cheques.
- 16.1.8 A pilot who is furloughed shall have the option of taking all or any outstanding vacation or statutory holiday credits in lieu of or as part of his furlough period.
- 16.1.9 A pilot who is recalled from furlough shall be guaranteed three (3) months employment or equivalent pay, deemed for this purpose to be eighty (80.00) hours per month, even if said recall notice is cancelled prior to the effective recall date. A third party strike shall exempt the Company from this commitment on a pro-rated basis only.

Notwithstanding the above, a pilot may accept a recall of less than ninety (90) days, however, a refusal to do so does not permit the Company to bypass said pilot on the recall list.

- 16.1.10 A pilot shall retain his accumulated seniority and continue to accrue seniority during any period of furlough except for pay progression.

SECTION 17

TRAVELLING AND MOVING EXPENSES

17.1 PILOT OPTIONED MOVES

Successful bidders on permanent base assignments shall pay their own moving expenses to the new domicile except that the Company shall furnish free contingent (space available) air transportation for such pilots and the members of their immediate families to the extent permitted by law, and the provisions of Section 17.3.4 shall apply.

- 17.1.1 Pilots bidding on permanent transfer, as per Section 17.1 above, will be given thirty (30) days notice. Less notice will be considered appropriate if mutually agreed to in writing between the pilot and the Company. In all other cases, as per Sections 17.2, 17.2.1, 17.2.2, 17.2.3, the notice will be ninety (90) days, unless mutually agreed in writing between the pilot and the Company that less notice is acceptable.

17.2 COMPANY REQUESTED MOVES

When a pilot is assigned a permanent assignment as a result of bidding, and if for any reason such assignment is discontinued within six (6) months, the transfer of such pilot shall receive expenses as provided for in Section 17.3.

- 17.2.1 For the purpose of this Section a new base will be considered as a new base for six months after it has been established. For clarification, any pilot assigned a bid award with an effective date within six (6) months of the date the new base was first initiated shall be deemed as having been moved to his new domicile at Company request.
- 17.2.2 Successful bidders on pilot vacancies to newly established base or re-established base shall be considered as having been moved at Company's request.
- 17.2.3 Successful bidders on positions at a Company base which were created as a result of a corresponding reduction of pilot staffing at another Company base, shall be considered as having been moved at the Company's request.

A pilot who cannot hold his position on the equipment ladder at his base due to the relocation of his equipment or due to a reduction shall be moved at Company request to retain or improve his position on the equipment ladder at another base.

SECTION 17 - TRAVELLING AND MOVING EXPENSES (Continued)

17.2.4 A pilot shall be able to claim expenses for any Company Requested move provided the actual move takes place within twenty-four (24) months of the effective date of the bid award.

17.3 EXPENSES COVERED

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

Pilot's automobile(s), (at \$0.24 per kilometer), Air Transportation, Rail Transportation. The Company may control the means of transportation provided, however, that the pilot shall not be deprived of the use of his automobile.

17.3.1 The Company will provide a relocation allowance of One Thousand Two Hundred and Fifty dollars (\$1,250.00) to cover re-settlement costs such as new drapes, painting, utilities, account transfers, loss of perishables, postal forwarding, forfeiture of corrosives and flammables, etc.

17.3.2 When a pilot who is a home owner is transferred at Company request, the Company will be responsible for costs associated with selling the pilot's present home and the purchase of a new home at the new domicile. Such costs are to include real estate commission fees, legal and notarial fees, land transfer taxes, etc. up to a maximum of Five Thousand Two Hundred dollars (\$5,200.00).

When a pilot who leases his primary dwelling is transferred at Company request, the Company will be responsible for any costs associated with breaking said lease to a maximum of Five Thousand Two Hundred dollars (\$5,200.00).

17.3.3 For all moves a pilot shall be allowed current living expenses for himself and dependent members of his family at point of new assignment for a period not exceeding two (2) weeks, unless extenuating circumstances exist, when special arrangements will be made on authorization of the Company in writing. Such expenses shall specifically include current meal allowance as specified in Section 18.2 for the pilot and each dependent family member, hotel room(s) as necessary for the pilot and/or his family with a limit of four persons per room, and reasonable laundry/drycleaning expenses supported by receipts.

SECTION 17 - TRAVELLING AND MOVING EXPENSES (Continued)

- 17.3.4 For all moves a pilot shall be relieved of all duty for a period of five (5) days at such time as the pilot deems necessary for the establishment of permanent domicile at the point of new assignment subject only to operational requirements. The pilot shall receive a credit in flying hours of one thirtieth (1/30th) of the monthly maximum as specified in Section 4.1.1 for each of the above five (5) days.
- 17.3.5 In addition to Section 17.3, the Company agrees to pay actual moving expenses including packing and unpacking *for* personal effects of up to fifteen thousand (15,000) pounds gross weight. The moving company to be used shall be chosen by obtaining three quotes, one of which must be from a moving company under contract to Air Ontario. The pilot shall then be able to choose any moving company if he is willing to pay the additional amount above Air Ontario's contracted movers. The Company agrees to maintain a reputable inter-city moving company under contract, such as Allied, Mayflower, United Van Lines, etc.

SECTION 18

EXPENSES, LODGING AND TRANSPORTATION

18.1 COMPANY BUSINESS EXPENSES

18.1.1 Pilots when away from assigned base on flight duty or when deadheading under orders from the Company, or while on an authorized trip on Company business other than flying duties, will be allowed to claim necessary expenses for hotels, transportation and laundry, and will also be paid normal meal allowance during applicable meal periods as outlined in Section 18.2

18.1.2 A pilot required to deadhead shall be provided with a confirmed space seat on the flight on which he is scheduled to deadhead except where an unexpected crew movement does not permit confirming the seat.

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

18.2 MEAL ALLOWANCES

18.2.1 When on duty, meal allowances will be made available where the duty period is five (5) hours or more based on established meal periods (or any portion thereof) as follows:

Effective:	<u>1/93</u>	<u>1/94</u>	<u>1/95</u>
Breakfast 0600 - 0700	\$ 8.07	\$ 8.23	\$ 8.48
Lunch 1200 - 1300	11.31	11.54	11.89
Dinner 1800 - 1900	19.37	19.76	20.35
Snack After 2200	3.23	3.30	3.40

18.2.2 If the meal period or any portion of it occurs in the U.S.A. the meal allowance will be paid in U.S. dollars, but shall be reimbursed in equivalent Canadian funds, "In the U.S.A." shall be construed as commencing upon gate departure from Canada for a U.S. destination and ending upon gate arrival back in Canada From the U.S.A.

EXPENSES, LODGING & TRANSPORTATION (Continued)

18.3 CREW REST FACILITIES

18.3.1 The following facilities will be provided for crew rest:

On-duty Rest:

3-1/2 to 5 hours -adequate lounge for on duty flight crew only.

5 to 9 hours -hotel day-room for each pilot

Any on-duty rest period which covers all or part of the period between 02:00 and 05:00 local time -single hotel room for each pilot

Off-duty Rest:

All layovers -single hotel room for each pilot

18.3.2 A hotel gratuity allowance of \$2.00 per hotel visit will be reimbursed to each pilot on the 21st of each month for the previous month.

18.4 HOTEL STANDARDS

18.4.1 The Accommodation Review Committee, comprised of two representatives from the Company and two representatives from the Association, shall continue to monitor accommodation available to pilots, hotel selection and future accommodation alternatives.

18.4.2 Prior to establishing hotel accommodations at new layover points or changing existing accommodation, the Company shall consult with the Accommodation Review Committee.

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

EXPENSES, LODGING AND TRANSPORTATION (Continued)

18.5 GROUND TRANSPORTATION STANDARDS

- 18.5.1 Where required, Crew transportation shall be provided by the Company.
- 18.5.2 Pilots will not normally be required to share ground transportation with passengers.
- 18.5.3 When transportation does not leave within a reasonable amount of time such that a crew's minimum rest period may be affected, or there would be adverse consequences to the integrity of the Company's operations, at the Captain's discretion the pilots may use any other reasonable means of transportation to the hotel and/or Company parking facility, and may claim reimbursement for expenses for such transportation.
- 18.5.4 These ground transportation standards shall be monitored by the Accommodation Review Committee.

18.6 BAGGAGE LOSS

- 18.6.1 No pilot shall be required to pay for the theft, loss or damage of any Company issued material such as manuals, identification cards, security cards, instrument approach plates, etc. when such theft, loss or damage occurs beyond the reasonable control of the pilot. The Company agrees to replace said Company issued material or, as the case may be, reimburse the pilot for replacement costs where the loss is not otherwise covered through the pilot's personal insurance.
- 18.6.2 When it is evident that a pilot's baggage has not arrived at a layover point for any reason beyond the reasonable control of the pilot, a claim for any reasonable expenses required for the layover shall be permitted. An expense account with supporting receipts must be submitted to account for any expenses incurred.

SECTION 19

DATA RECORDERS

- 19.1 For the purposes of this Section, the term “Data Recorders” shall mean:
- (1) Cockpit Voice Recorders (CVR’s), and
 - (2) Flight Data Recorders (FDR’s).
- 19.2 Subject to the obligations of the Company and the Association to comply with applicable government regulations, data or other information obtained from any type of Data Recorder will only be used for incident or accident investigation purposes, except as provided for in Section 19.2.1.
- 19.2.1 The parties recognize that information from Flight Data Recorders can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident reconstruction. However, it is agreed that information obtained from Flight Data Recorders will not be used:
- (a) By the Company to monitor individual pilot judgement, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the Association.
 - (b) By the Company in any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against any pilot or for the development of information leading to such proceedings.
 - (c) By the Company as a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company. However, data from such equipment may be used to substantiate information obtained from other sources,
- 19.2.2 In the event of an incident or accident investigation, the Company may not release any data or other information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association as well as either the pilot(s) involved or his (their) estate(s).

SECTION 19 - DATA RECORDERS (Continued)

- 19.2.3 It is agreed that no program to read routinely recorded information from Flight Data Recorders, except for maintenance purposes, will be introduced without mutual agreement between the Company and the Association.
- 19.2.4 The Company shall use its best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- 19.2.5 No Data Recorders will record specific pilot identification designators.
- 19.2.6 Where any Data Recorder (other than a completely erased Cockpit Voice Recorder) is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Association and all pilot crew members involved in the incident or accident.
- 19.2.7 The cockpit voice recorder shall have a means to be erased at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident free or accident free flight, except where prohibited by law.

SECTION 20

ACCIDENT OR INCIDENT INVESTIGATION

- 20.1 Where a pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigation into the accident or incident. Where held out of service, the pilot and the Association will be so notified in writing within seven (7) days along with the reasons therefore.
- 20.2 Where the investigation is undertaken by the Company, the officers involved shall make every attempt to issue a final report within three (3) months. The Association shall be afforded observer status in the investigation with access to all relevant material and shall receive a copy of any interim or final reports.
- 20.3 While pursuant to Section 20.1 a pilot is held out of service pending the outcome of an investigation, he shall be paid for the flight credits in his block as if they had been flown according to schedule (regular salary in the case of a pilot with less than one (1) year of service), and shall be credited with such flying time for the purpose of flight time limitations. In subsequent months or in the case of a pilot not holding a block, he shall be paid not less than the normal minimum guarantee for the month (regular salary in the case of a pilot with less than one (1) year of service). All such pay shall be adjusted to include negotiated pay increases and any incremental pay increases. The above pay provisions shall continue until the pilot returns to the line or the Company renders a decision on the pilot's employment status.
- Where a pilot is unable to report for duty due to medical reasons after an incident or accident, his pay shall be covered by the appropriate insurance plan(s).
- 20.4 In cases involving aircraft accidents, a pilot will not be required to commit himself orally or in writing to officials of the Company following the accident unless the following conditions have been met:
- (a) He has the opportunity to be represented by the Association (or IFALPA if outside Canada), and
 - (b) He has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada) and the Company.

ACCIDENT OR INCIDENT INVESTIGATION (Continued)

- 20.5 In cases involving aircraft incidents pilots who are held out of service under the terms of Section 20.1 above will not be required to commit themselves orally or in writing to officials of the Company following the incident unless they have the opportunity to be represented by the Association (or IFALPA if outside Canada).
- 20.6 Throughout this procedure the pilot involved and/or his designated representative(s) may upon request, and in conjunction with a designated representative of the Company, review and receive copies of any information contained in his personal or technical files.

SECTION 21

LEGAL

21.1 DEFENCE AND COUNSEL

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

21.2 PILOT COSTS

21.2.1 No pilot shall be required to pay for any costs relating to personnel training or for the USC of any equipment used in personnel training required by the Company and no pilot shall be required to pay for any damages or costs incurred by the Company in connection with his work for the Company, unless such damage results from his gross negligence or wilful misconduct.

21.3 ESTATE SETTLEMENT

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

21.4 PILOT FILES

21.4.1 All files kept by or on behalf of the Company on a pilot shall, at the pilot's request, be made available for his examination in the presence of a member of management. The pilot will also be provided either by hand or by registered mail, a copy of any material of a negative or unfavourable nature. As well, a pilot will be provided with a copy of all technical or operational documents such as pilot proficiency checks, instrument rides, training reports, etc., which are placed on his file. If the pilot chooses to respond to any material(s) on his file, the response(s) shall be retained on his personal file with a copy of the material to which it refers.

SECTION 21 - LEGAL (Continued)

21.4.2 Material of a negative or unfavourable nature not related to technical competency or safety of operations will be removed from a pilot's file(s) after two (2) years and will no longer be deemed admissible as evidence in any disciplinary proceedings.

21.5 PILOT WITNESSES/REPRESENTATIVES

21.5.1 When, under the terms of this Agreement, a pilot hereunder is chosen to act as the representative of, or as a witness for, another pilot or group of pilots, such pilot shall be given a period free of duty for a time sufficient to permit him to appear as such representative or witness provided that in so doing consideration shall be given to the requirements of the service. Pilots appearing as witnesses or representatives at Company request will be paid as per Section 13.4. Any witnesses and representatives who are employees of the Company shall be provided with free space available transportation on Company aircraft to and from any hearing(s).

SECTION 22

GRIEVANCE PROCEDURE

22.1 The pilot(s) having a complaint may, prior to filing a grievance in accordance with the following procedure, discuss such complaint with the Chief Pilot.

22.2 Grievances under this Section may be initiated by any pilot (or group of pilots) who considers himself aggrieved. The grievance must be filed in writing and should include the nature of the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. Grievances may be initiated by the Association on behalf of any pilot or group of pilots.

Grievances may be initiated by the Association at Step Two subject to mutual agreement between the Company and the Association.

22.3 **Step One:** A pilot who has a grievance (or *group* of pilots having a grievance dealing with the same issue) shall present it in writing to the Director of Flight Operations 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. The Director of Flight Operations shall hold a hearing upon the grievance with the grievor and his representative(s) at a mutually convenient time, within ten (10) calendar days of receipt by the Company of a written notice of the grievance. The Director of Flight Operations must render his decision in writing within seven (7) calendar days of the above mentioned hearing.

22.4 **Step Two:** If the decision of the Director of Flight Operations is not acceptable, or is not rendered within such seven (7) calendar days, the grievance may be appealed in writing to the President of the Company within fourteen (14) calendar days of receipt of the Director of Flight Operations' decision, or as the case may be, within fourteen (14) calendar days from the expiry of the delay within which such decision would have been rendered. The President, or his designate (excluding the Director of Flight Operations and the Chief Pilot), shall hold a hearing upon the appeal with the grievor and his representative(s) at a mutually convenient time, within ten (10) calendar days of receipt by the Company of a written appeal. Notwithstanding the above, the President shall not be restricted in his choice of designate when a grievance has been initiated at the Step Two level. He must render his decision in writing within seven (7) calendar days of the hearing.

SECTION 22 - GRIEVANCE PROCEDURE (Continued)

- 22.5 If the decision of the President, or his designate, is not acceptable, or is not rendered within said time limits, the grievance may be referred to Arbitration in the manner outlined in Section 24 (Arbitration).
- 22.6 At any discussion(s) or hearing(s) held throughout these procedures, the grievor(s) and the Company shall have the opportunity to adduce evidence, and to make representations, and call, examine, or *cross-examine* witnesses, and the grievor(s) shall have the right to be represented by the Association and/or any other person whom he (they) may choose or designate.
- 22.7 At any discussion(s) or hearing(s) held throughout these procedures, all witnesses and representatives who are employees of the Company shall be granted time off, subject to the requirements of the service, and shall be provided with space available transportation to and from such hearing.
- 22.8 Throughout these procedures including Arbitration, the grievor(s) may, together with his (their) representative(s) review any information contained in his (their) personal file(s) or which the Company may introduce at any step of these procedures. If requested, the Company shall provide two copies of all such documents relating to the case.
- 22.9 Decisions not appealed within the time limits prescribed at any stage of the grievance procedure shall be final and binding.
- 22.10 The parties desire that grievances be handled as promptly as possible and agree to the process and time limits. Notwithstanding the foregoing, all the time limits in the preceding paragraphs may be extended by mutual agreement in writing between the Association and the Company.
- 22.11 All decisions rendered by the Company and appeals made by the Association shall be communicated in writing by registered and/or electronic mail, by courier, or by hand to the parties concerned. In all cases, decisions rendered by the Company shall be copied as above to the Association.

SECTION 23

DISCIPLINE OR DISCHARGE

- 23.1 All disciplinary action, including discharge, must be for just **and** proper cause.
- 23.2 Where disciplinary or discharge action is considered, the pilot involved **may**, where necessary, be held out of service with pay pending investigation for a maximum of seven (7) calendar days to provide the Company with sufficient time to investigate and consider all factors. This time period may be extended by mutual agreement between the Company and the Association.
- 23.3 During any investigations or hearings the pilot involved may request the presence of a representative(s).
- 23.4 For any investigation(s) or hearing(s), all representatives and/or witnesses who are employees of the Company shall be given time off and transportation as per Section 21.5.1
- 23.5 When disciplinary or discharge action is taken, the pilot will be so notified in writing, with a copy to the Association, stating the precise charge or charges, the nature of the action taken, and stating his right to grieve under the provisions of Section 23.8 below.
- 23.6 Any pilot held out of service pursuant to Section 23.2 shall be paid for the flight time credits of the pairings in his block as if they had been flown according to schedule (regular salary in the case of a pilot with less than one (1) year of service), and shall **be** credited with such flying time for the purpose of flight time limitations. A pilot not holding a block shall not have his minimum guarantee reduced as a result of his being held out of service. The pilot shall continue to bid his monthly schedule in the normal manner.
- 23.7 During the period of his suspension the pilot shall be entitled to bid on any vacancy so that when and as relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.

SECTION 23 - DISCIPLINE OR DISCHARGE (Continued)

- 23.8 A pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 22 (Grievance Procedure). Throughout these procedures, including arbitration, no evidence or documents relating to incidents or matters which occurred more than two (2) years prior to the disciplinary action, other than those related to flying competency, shall be taken into consideration in the taking of such action. Said grievance may be initiated at any step of the Grievance or Arbitration procedures by mutual agreement between the Company and the Association.
- 23.9 If at any time the pilot is fully exonerated, his record shall be adjusted appropriately, and he shall be reinstated without loss of seniority or pay.
- 23.10 No pilot shall have a misdemeanor noted on his file without receiving written notice of same.

SECTION 24

ARBITRATION

- 24.1 If any grievance is not settled in accordance with the procedure set out in Sections 22 and 23, then such grievance may be referred to Arbitration in the manner hereinafter provided, but not later than thirty (30) calendar days after the decision at Step Two or after the expiry of the delay within which such decision should have been rendered.
- 24.2 The Notice of Intention to Arbitrate shall be in writing; it shall state the matter at issue, the nature of the relief or remedy sought and the name and address of the Association's representative on the Arbitration Board. The foregoing notice requirements shall not be interpreted so as to restrict consideration of relevant issues or granting of equitable remedies.
- 24.3 Within ten (10) calendar days of receipt of such notice, the Company shall notify the Association of the name and address of the Company's representative on the Arbitration Board.
- 24.4 The Board of Arbitration shall consist of three members, the appointees of the Association and the Company and a 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. By mutual consent the parties may submit any matter to a single arbitrator for determination in accordance with the provisions of this section.
- 24.5 All parties shall be given full opportunity to present evidence either documentary or oral, make representations, and call, examine, and cross-examine witnesses. On request of the individual members of the Board, the Board may, by a majority vote, or shall at the request of either party, summon any witness who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself. Throughout this procedure, the parties shall have the right to be represented by whosoever they may choose and designate.
- 24.6 The Board shall have the jurisdiction to render any decision which it considers just and equitable. In disciplinary cases, the Board shall have the authority to determine whether the disciplinary action taken by the Company was for just and proper cause and whether it was equitable under the circumstances, and shall have the power to modify a disciplinary action or render such decision as it considers just and equitable, if it deems such action too severe in relation to the gravity of the offence. The Arbitration Board may not alter, vary, or change the terms of the Collective Agreement.

SECTION 24 - ARBITRATION (Continued)

- 24.7 Each of the parties hereto will assume the expenses of the witnesses called or summoned by it. However, witnesses and representatives who are employees of the Company shall receive time off, and transportation over the lines of the Company from the point of duty or assignment to the point of Arbitration Hearing and return, to the extent permitted by Law, and space-available. Board Members shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law. Board Members who are employees of the Company shall be granted necessary time off for the performance of their duties as Board Members. The fees and expenses of the Chairman shall be shared equally by the Parties.
- 24.8 The time limits specified in this Section may be extended by written agreement of the parties.
- 24.9 The decision of the Board or of the majority of the Board in all cases properly referable to it shall be final and binding on all parties, and shall be rendered in writing, with reasons therefore, as soon as possible after the Hearing
- 24.10 When a stenographic transcript is taken of the Arbitration Hearing, in whole or in part, the cost will be borne equally by both parties to the grievance. In the event it is not mutually agreed that a stenographic transcript of the proceedings shall be taken, any written record available taken of such Arbitration Hearing made by either of the parties to the grievance shall be furnished to the other party to the grievance on request, provided that the cost of such written transcript so requested shall be borne equally by both parties to the grievance.

SECTION 25

UNIFORMS

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

- (a) The Company will pay fifty percent (50%) of the cost of all uniforms. The CALPA Uniform Committee will be consulted regarding the quality and price of uniform components.
- (b) Uniforms will be deemed to have a useful life of twelve (12) months of service, except for topcoats and raincoats, which will have a useful life of thirty-six (36) months.

A pilot may wear a uniform or part of a uniform for a maximum of three (3) years, however, the Company shall have the right to demand the purchase of a new uniform or accessory every year, if individual circumstances warrant.

- (c) If the Company introduces any changes in colour or style, during the life of the uniform, the Company shall pay one hundred percent (100%) of the cost involved.

- (d) Company uniform will consist of:

- 1. One (1) tunic
- 2. Three (3) pair trousers (any combination of summer/winter weight)
- *3. One (1) Winter Topcoat
- 4. One (1) Spring/Fall Topcoat
- *5. One (1) Raincoat
- 6. Up to eight (8) shirts (choice of Regular/Tapered/Tall)
- 7. Four (4) ties
- *8. One (1) sweater

* denotes Pilot option.

- (e) An allowance of Thirty-six dollars and fifty cents (\$36.50) per month will be granted to all pilots for the maintenance of uniforms. Effective January 1st, 1994 the allowance will increase to Thirty-eight dollars (\$38.00).
- (f) Employees who leave the employ of the Company within one year of commencement of service shall be responsible for the total cost of their uniforms, such costs to be deducted from the final pay cheque.

SECTION 25 - UNIFORMS (Continued)

- 25.2 Pilot's share of the uniform cost shall be paid by payroll deduction over a period of six (6) months if so desired. Any uniform purchase of twenty-five dollars (\$25.00) or less shall be deducted in one payment.
- 25.3 'The recommendations of the Association shall be considered by the Company before making any changes in the supplier, style, colour or material of the uniforms.
- 25.4 The Company will supply or assume the cost of buttons, braid, badges, uniform cap and insignia, as prescribed by the Company.

SECTION 26

DEDUCTION OF DUES

- 26.1 Effective January 1, 1975, the Company shall deduct on the payroll for the last period of each month from wages due and payable to all employees coming within the scope of this Collective Agreement an amount equivalent to the normal monthly dues of the Association, subject to the conditions set forth hereunder:
- 26.1.1 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees, fines, or special assessments. The amount to be deducted shall not be changed during the term of the Agreement excepting to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- 26.1.2 Membership in the Association shall be available to any employee eligible under the Constitution of the Association on payment of the initiation or re-instatement fees uniformly required of all such applicants by the Association. Membership shall not be denied for reasons of race, national origin, colour or religion. Membership in the Association is not a requirement of employment.
- 26.1.3 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 26.1.4 Only payroll deductions now or hereafter required by law, pension deductions and deductions for provident funds, where existent, shall be made from wages prior to the deduction of dues.
- 26.1.5 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association as may be mutually agreed by the Association and the Company, not later than forty (40) calendar days following the pay period in which the deductions were made.

SECTION 26 - DEDUCTION OF DUES (Continued)

- 26.1.6 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 the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.
- 26.1.7 The question of what, if any compensation shall be paid the Company by the Association in recognition of services performed under this Agreement shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days notice in writing.
- 26.1.8 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section of this Agreement, all 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 it as a result of any such deduction or deductions from payrolls.
- 26.2 C.A.L.P.A. Mutual Aid and Group Life Insurance premiums will be deducted and remitted according to CALPA procedures, provided that it does not constitute an onerous burden on the Company's accounting staff.

SECTION 27

EMPLOYEE BENEFITS

This Section shall represent the minimum standards of coverage available to all pilots of Air Ontario inc. It is further agreed that the Company may change its insurance underwriter(s) at any time provided there is no decrease of the Long Term Disability, Dental, Health, Group Life and AD & D Insurance benefits as outlined in this Section.

The Company shall inform the Association of the costs per pilot for each of the below mentioned Insurance benefits, and further, shall inform the Association of any changes in underwriter(s).

Any layoff of one calendar month or less shall not result in any interruption of benefits to the pilot(s).

A pilot will receive all benefits during any period of short or lung term disability. The Company will continue benefits for pilots on maternity/child care leave if the pilot pays their portion of the premium.

Any unused sick days from a pilot's sick leave bank may be used at the pilot's discretion immediately prior to retirement.

The cost of all Insurance Plans and benefits will be shared by the pilots and the Company; the pilots' share being 25% of the cost; the Company's share being 75% of the cost, except where otherwise specified herein.

27.1 ILLNESS OR INJURY

27.1.1 It is agreed that the "Illness or Injury" coverage for pilots will be as follows:

Day 1-30 inclusive	Company Sick Leave as per Section 14 of the Collective Agreement
Day 31-365 inclusive	C.A.L.P.A. Mutual Aid <i>10/11/16</i>
Years 2-6 inclusive*	Company Long Term Disability Insurance Plan to cover pilot unable to perform his regular occupation as a pilot.

10/11/16
push

*Note: Total of 6 years

27.1.2 The level of benefits to be provided by the Company's Long Term Disability Insurance Plan will be as follows:

SECTION 27 - EMPLOYEE BENEFITS (Continued)

- a) 70% of gross salary, calculated on 85 hours at the pilot's current hourly rate to a benefit limit of \$6,000.00 per month.
- b) There will be no offset for CALPA Extended Mutual Aid or any Government-sponsored plan.
- c) There will be an offset of 50% of all earned income **until** the level of combined benefit and earned income reaches 85% of the pilot's pre-disability income.
- d) The Plan will provide for the benefit specified in (a) above until retirement for a pilot considered "totally and permanently" disabled.
- e) In addition to the above benefit, the Plan will provide for payment of the pilot's contribution to the Company Pension Plan to the maximum provided by the Plan.
- f) Mental, nervous, alcohol and drug coverage treated as an illness, providing the employee is undergoing approved rehabilitation, is included.

27.2 DENTAL PLAN

27.2.1 The Dental Plan will provide for one hundred percent (100%) coverage (i.e. no deductible), however this will exclude major restoration and orthodontia. One month of service is required for eligibility to the Dental Plan.

(See Benefits Appendix)

27.3 HEALTH CARE

27.3.1 The Company's Insurance Plan(s) shall include additional coverage for home care costs in lieu of hospitalization.

The draft copy of the proposed Confederation Life insurance coverage shall form the basis of the health care plan, subject to the final details of the plan being available for confirmation.

(See Benefits Appendix)

SECTION 27 - EMPLOYEE BENEFITS (Continued)

100' 1" 9" 7

27.4 GROUP LIFE AND AD & D INSURANCE

27.4.1 Group Life Insurance shall be provided by the Company to the level of Two Hundred (200%) percent of the pilot's annual earnings. A cap of \$200,000.00 shall be acceptable for Group Life and AD & D.

27.5 AIRPORT PARKING

27.5.1 The Company agrees to pay the full cost of airport parking for pilots. If the Association makes alternate arrangements for parking, the Company will supplement the cost to the maximum being paid for Company provided airport parking. The existing Letter of Understanding No. 10 "Council #23 Airport Parking" shall continue in effect and form part of this Collective Agreement.

27.6 VISA/TRAVEL DOCUMENTS/INNOCULATIONS, ETC.

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

27.7 PILOT PENSION PLAN

Details of the Pilot Pension Plan are contained in the attached Pension Appendix.

100' 1" 9" 7

SECTION 28

MISSING, HIJACKING & INTERNMENT BENEFITS

28.1 Any pilot who, while engaged in the course of his duties for the Company, 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 by a foreign government, shall be allowed compensation of 80% of his normal monthly salary applicable at the time he became missing or was captured, or held prisoner or hostage.

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

28.2 The monthly compensation allowable under Section 28.1 shall be held for his account without interest, provided that any such compensation remaining from time to time available to the employee shall be dispensed by the Company to the person or persons designated by the employee in the form letter prescribed in Section 28.5.

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

28.4 As an alternative to paying compensation in accordance with Section 28.1, the Company may pay the difference between the amount of any compensation and the amount of any compensation provided for by law in respect of persons missing, interned, captured, held as prisoner or hostage as described in Section 28.1

SECTION 28 - MISSING, HIJACKING & INTERNMENT BENEFITS
(Continued)

28.5 Form Letter:

Date _____

To: Air Ontario Inc.

You are hereby directed to pay all monthly compensation allowable to me under the applicable Section of the Agreement between Air Ontario Inc. and the Canadian Air Line Pilots Association as follows: %___o f such-compensation to

(Name and Address)

as long as living.

The balance if any and any amounts accruing after the death of all persons named in the above designations shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

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

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

Employee's Signature

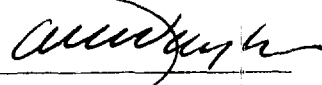
SECTION 29

DURATION


29.1 This Agreement shall become effective on June 01, 1993 and shall continue in full force and effect until midnight May 31, 1995. It shall renew itself without change for each succeeding year thereafter, unless written notice of desired change is served by either party on the other not later than two (2) months next preceding the expiration date in any year. In the event that notice of desired change is given, this Agreement shall remain in full force and effect while negotiations are being carried on for the completion of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of Dec, 1995


FOR AIR ONTARIO INC.:


Signed: 
D. Taylor, President & C.O.O.

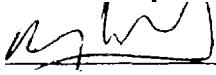
Signed: 
R. A. Conyngham, Director Human Resources & Administration

Signed: 
B.D. Morris, Director Flight Operations

FOR CANADIAN AIR LINE PILOTS ASSOCIATION:

Signed: 
R. J. McInnis, President

Signed: 
R. Young, Senior Director, Industrial Relations

Signed: 
R. E. Campbell, Chairman, Air Ontario M.E.C

LETTER OF UNDERSTANDING NO. 1

ASSOCIATION BUSINESS FLIGHT RELEASE

- 1.01 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.
- 1.02 Travel While on Association Business - Air Ontario CALPA members travelling on Association business shall be issued **passes** when conducting Air Ontario business.
- 1.03 It is hereby agreed between the Company and the Association that all requests for Association releases must be in writing by the MEC Chairman and submitted to the Director of Flight Operations or Chief Pilot for authorization.
- 1.04 When the Association requests a flight release for Association business, the Company may, at its discretion, reallocate the flying to Reserve Pilots, Supervisory Pilots, pilots in training or by drafting.

NOTE

Every effort shall be made to avoid drafting. Drafting will only be done with the approval of the MEC Chairman. When assigning a Reserve Blockholder, Crew Scheduling shall endeavor to assign a low-time reserve pilot.

Should the reallocation of such flights result in additional costs to the Company, then all such costs will be assumed by the Association.

- 1.05 The following guidelines will be used to determine when the additional costs referred to in 1.03 and 1.04 above are to be applied:
- (a) If a Reserve pilot assumes the open flight(s) and the duty performed causes the pilot to exceed the monthly minimum guarantee, then the Association will reimburse the Company for the difference between the minimum guarantee and the incremental hourly costs associated with the duty performed.
 - (b) If the open flights are covered by drafting, the Association will reimburse the Company for the costs of the drafting including any costs associated with the solving of an overprojection.

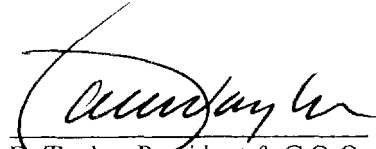
LETTER OF UNDERSTANDING NO. I (Continued)


- 1.06 Any such flying operated by a Supervisory Pilot will not be included in the revenue flying limit for Supervisory Pilots covered by Section 7.4 of the Collective Agreement.
- 1.07 Known Association business releases which are approved prior to block building will be built into the pilot's block as "CALPA Paid" days using a credit of five (5.0) hours per day, to be reimbursed by the Association.
- 1.08 If an Association release is subsequently cancelled by the Association with at least twelve (12) hours notice, the pilot will be returned to the originally scheduled pairing as per his assigned block.

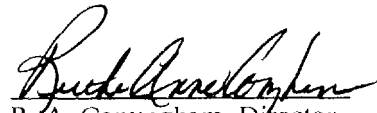
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of Dec., 1993.

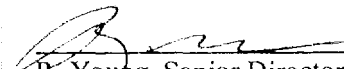
FOR AIR ONTARIO INC.


**FOR CANADIAN AIR LINE
PILOTS ASSOCIATION**


D. Taylor, President & C.O.O.


R. J. McInnis, President


R. A. Conyngham, Director
Human Resources & Admin.


R. Young, Senior Director
Industrial Relations


B.D. Morris, Director
Flight Operations


R. E. Campbell, Chairman
Air Ontario MEC

LETTER OF UNDERSTANDING NO. 2

ASSOCIATION/MANAGEMENT HEADQUARTERS MEETINGS

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 senior representatives of the Association, Flight Operations and Labour Relations will meet in London **to** review such matters. Topics to be discussed will be exchanged two **weeks** in **advance** of the meetings which will be scheduled to occur on a regular basis as **mutually** agreed to between the Company and the Association.

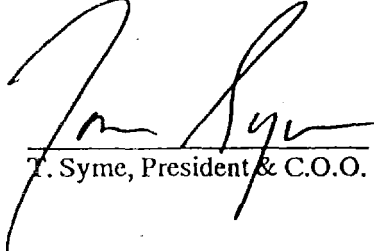
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Minutes of these meetings will reflect the discussion and any resolutions which may have been reached and will be distributed to **senior** management of Flight Operations and the **CALPA** Master Executive Council.

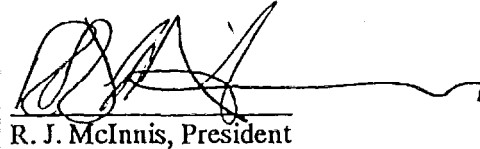
The Company and the Association agree that **this** procedure is intended to complement and enhance current channels of communication.

IN WITNESS WHEREOF, the parties **hereto** have signed this Agreement this _____ day of, _____ 1991.

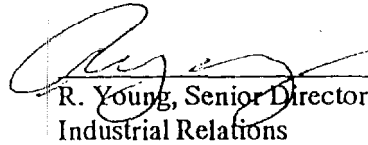
FOR AIR ONTARIO INC

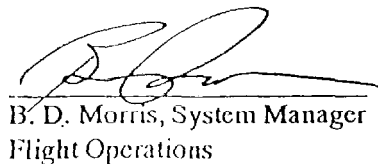

T. Syme, President & C.O.O.

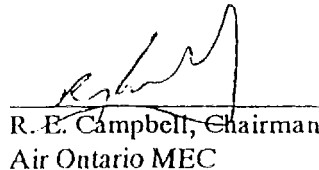
FOR CANADIAN AIR LINE
PILOTS ASSOCIATION


R. J. McInnis, President

P. A. Hill, Director of
Operations


R. Young, Senior Director
Industrial Relations


B. D. Morris, System Manager
Flight Operations


R. E. Campbell, Chairman
Air Ontario MEC

LETTER OF UNDERSTANDING NO. 3

JUMPSEAT OCCUPANCY

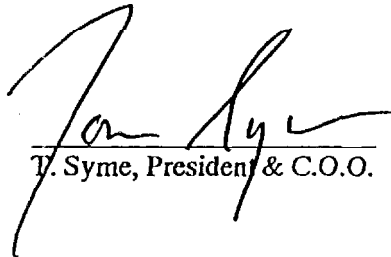
The Association hereby acknowledges that from time to time the Company may have operational requirements to transport personnel in an expeditious manner and that in circumstances where a flight is full with revenue passengers, the Company will have a legitimate right to request the operating crew and in particular the Captain to carry someone in the cockpit jumpseat. Under such circumstances the operating crew will make every effort to accommodate such requests.

The Captain shall have the final authority to allow or deny access to the jumpseat, however if access to the jumpseat is denied Et shall remain vacant for the rest of the flight. Any such denial shall not be cause for disciplinary action.


Notwithstanding the above, the jumpseat may be used by a Supervisory Pilot for the purpose of conducting a Line Check on an Operating Crew member.

IN WITNESS WHEREOF; the parties hereto have signed this Agreement this _____ day of _____, 1991.

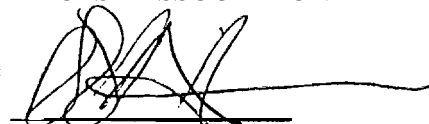
FOR AIR ONTARIO INC.

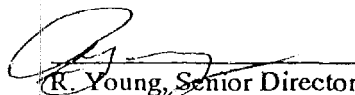

T. Syme, President & C.O.O.

P. A. Hill, Director of
Operations


B. D. Morris, System Manager
Flight Operations

FOR CANADIAN AIR LINE
PILOTS ASSOCIATION


R. J. McInnis, President


R. Young, Senior Director
Industrial Relations


R. E. Campbell, Chairman
Air Ontario M.E.C.

LETTER OF UNDERSTANDING NO. 4

OFF-AIRPORT TRAINING FACILITIES

The Association acknowledges that the **Company** has requirements to use off-airport facilities for the purpose of training and qualifying pilots. In the application of this LOU these facilities shall be limited to the Air Ontario office located on Galaxy Blvd. and the Flight Safety simulator building located at the Downsview Airport. However, other facilities may be added subject to mutual agreement between the Company and the Association.

Pilots may be required to report to these facilities, however the following conditions shall apply:

- (a) **CYYZ & CYTZ** based pilots shall provide their own transportation to and from the facilities, however they shall be reimbursed for mileage according to the **accompanying** schedule:

CYYZ - Galaxy	0 kms
CYTZ - Galaxy	20 kms
CYYZ - Flight Safety	15 kms
CYTZ - Flight Safety	15 kms

- (b) **CYXU** based pilots shall have their transportation to and from the facilities provided by the Company at Company expense;

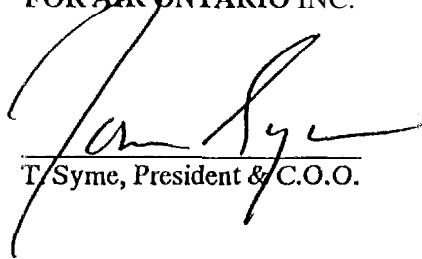
All other provisions of the Collective Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 1991.

LETTER OF UNDERSTANDING NO, 4 (Continued)

FOR AIR ONTARIO INC.

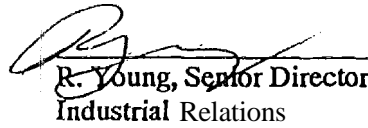
FOR CANADIAN AIR LINE
PILOTS ASSOCIATION



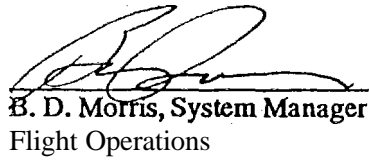
T. Syme, President & C.O.O.

R. J. McInnis, President

P. A. Hill, Director of
Operations



R. Young, Senior Director
Industrial Relations



B. D. Morris, System Manager
Flight Operations



R. E. Campbell, Chairman
Air Ontario M.E.C.

LETTER OF UNDERSTANDING NO. 5

UNUSED

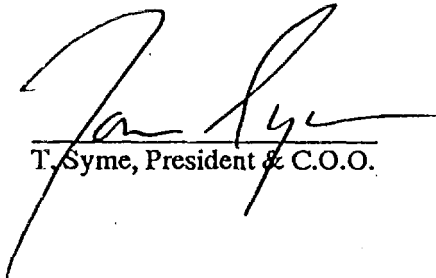
LETTER OF UNDERSTANDING NO, 6

REOPENER

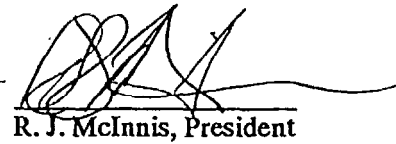
Air Ontario **agrees** to enter into negotiations with the Canadian Air Line Pilots **Association** pursuant to the appropriate notice under the Canada Labour Code for the purpose of negotiating issues which may be relative to Air Ontario's relationship, including Austin Airways, with Air Canada.

FOR AIR ONTARIO INC.

FOR CANADIAN AIR LINE
PILOTS ASSOCIATION



T. Syme, President & C.O.O.

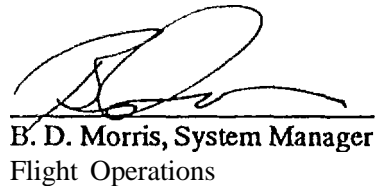


R. J. McInnis, President

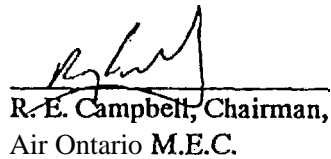
P. A. Hill, Director of
Operations



R. Young, Senior Director,
Industrial Relations



B. D. Morris, System Manager
Flight Operations



R. E. Campbell, Chairman,
Air Ontario M.E.C.

LETTER OF UNDERSTANDING NO. 7

UNUSED

LETTER OF UNDERSTANDING

PIARCO (PORT OF SPAIN) - TOBAGO
TEMPORARY BASE / WET LEASE

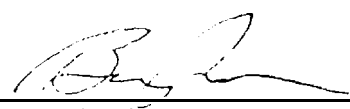
For period commencing December 12, 1992, through to June 30, 1993, inclusive:

1. All days off will be scheduled in Piarco (Port of Spain).
2. A pilot shall have no less than three (3) scheduled days off following his return to Canada.
3. Hotel accommodations shall be of a mutually agreeable standard.
4. The Company shall provide two (2) automobiles on a full-time basis for the exclusive use of flight crews assigned to the operation, The Company shall cover all costs associated with the use of the automobile. Section 21.1.1 and 21.1.2 shall apply.
5. For the purpose of health care, Section 14.8 shall apply.
6. Supervisory and management pilots shall be restricted to a maximum of eighty-five (85.0) credited hours per month of revenue flying,
7. Cycles shall be awarded according to seniority. No pilot shall be awarded more than one (1) cycle.
8. Pilots shall receive a per diem expense allowance of fifty-five U.S. dollars (\$55.00 U.S.) per day, including all deadhead days. All laundry and dry cleaning services will be done by the hotel at Company expense. A pilot shall be allowed to claim for any other reasonable and approved expenses. Such expenses shall, where possible, be supported by receipts.
9. Pilots shall not be required to perform any other duty upon arrival without receiving an intervening rest period. Such deadheading will not be performed in uniform.
10. All deadheading to/from Port of Spain will receive 4.0 hours flight credit for the calendar day.
11. For greater certainty, all other provisions of the Collective Agreement shall apply.


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

FOR AIR ONTARIO INC.:

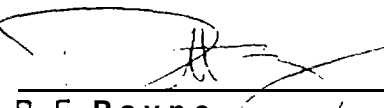
FOR CANADIAN AIR LINE
PILOTS ASSOCIATION:




B. D. Morris
Director, Flight Operations



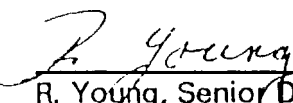
R. J. McInnis, President



R. F. Payne
Director, Finance, Administration & C.F.O.



R. E. Campbell, Chairman
Air Ontario M.E.C.



R. Young, Senior Director
Industrial Relations

LETTER OF UNDERSTANDING NO. 9

UNUSED

LETTER OF UNDERSTANDING NO. 10

COUNCIL #23 AIRPORT PARKING

Further to LOU No. 2 - Concurrent with Agreement No. 8.

The Company and the Association agree to provide certain parking in Terminal Two parking structure on the following basis:

1. The Company will act as Licensee and assume the payments and obligations pursuant to the license agreement with Transport Canada.
2. The Company will not unilaterally cancel the license with Transport Canada without the mutual consent of the Association.
3. The Company will provide to the Association, 60 days prior written notice of changes to the license to be instituted by the Company.
4. The Company will provide to the Association, written notice of any change or cancellation of the agreement instituted by Transport Canada immediately upon receipt of same by the Company.
5. Council #23 Parking Committee will have the sole authority to administer the parking plan and to allocate all present and future parking slots.
6. The Master Executive Council will provide to the Company, authorization for payroll deductions for those pilots who are allocated parking slots.
7. The Company will deduct from each pilot allocated a slot, the sum specified in the payroll authorizations. See para 6 above.
8. The Company will remit to Transport Canada, the appropriate monthly parking fee pursuant to the license.

Company/Association contributions will, be as follows:

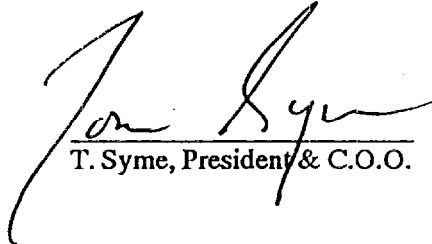
1. Company: \$45.00 plus associated GST per pilot on the Committee parking list.
2. Association: All remaining costs pertaining to Licence YZ0931 which may be recovered in whole or in part through pilots payroll deductions.

LETTER OF UNDERSTANDING NO. 10 (Continued)

9. Council #23 will hold the Company harmless against financial responsibility for any unused parking allocations.
10. The above noted contributions will be reviewed jointly by the **Company** and Association every four (4) months and increased on a **prorata** basis as necessary.
11. In the event that the license is cancelled **by either** the licensee or **licensor**, the Company will continue to be obligated to pay for parking as provided in LOU NO. 2.

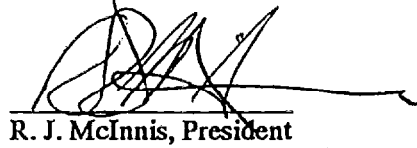
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of February in the year 1991.

FOR AIR ONTARIO INC.



T. Syme, President & C.O.O.

FOR CANADIAN AIR LINE
PILOTS ASSOCIATION

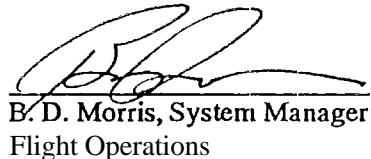


R. J. McInnis, President

P. A. Hill, Director of
Operations



R. Young, Senior Director,
Industrial Relations



B. D. Morris, System Manager
Flight Operations



R. E. Campbell, Chairman,
Air Ontario M.E.C.

LETTER OF UNDERSTANDING NO. 11

between
AIR ONTARIO INC.
and the
CANADIAN AIR LINE PILOTS ASSOCIATION

PORT OF SPAIN - (L.O.U. #8 CANCELLATION)

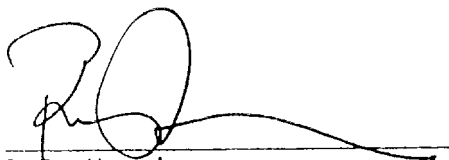
For the period commencing August 20, 1993 thru to August 31, 1993 inclusive, the following rules will apply for Captains T. Wills, D. Berzuk, S. Sterling and F/O's D. Nixon, D. Parish and E. Wall, hereinafter referred to as the 'pilots'.

1. Pilots will be scheduled for six (6) reserve days during the period.
2. Pilots will be scheduled for six (6) days off during the period; the pilot will choose the six (6) days off.
3. The Company will be responsible for contacting each pilot for the purpose of scheduling reserve days and days off.
4. Pilots shall be afforded the concept of "Right of Refusal". The senior pilot will have the option of accepting the assigned duty, if a junior pilot is available.
5. For greater certainty, all other provisions of the Collective Agreement shall apply.

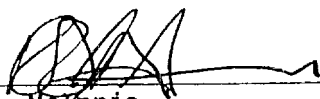
IN WITNESS WHEREOF, the parties hereto have signed this agreement this

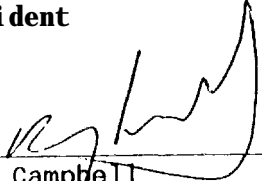
19 day of August 1993.

FOR AIR ONTARIO INC.:


B.D. Morris
Director, Flight Operations

FOR CANADIAN AIR LINE
PILOTS ASSOCIATION


R.J. McInnis
President


R.E. Campbell
MEC Chairman

LETTER OF UNDERSTANDING NO. 12

AIR ONTARIO PILOT PENSION PLAN

L12.1 The "Contributory Defined Benefit Pension Plan For The Employees of Air Ontario Inc." will be the pension plan for all pilots on Air Ontario Inc. Pilot's Seniority List, subject to the following changes.

27
/ 1
12
/ 1

L12.2 Pilots of the Money Purchase Plan will be moved to the Defined Benefit Plan and "Credited Service" in the Defined Benefit Plan will be the greater of:

27
/ 1

Years and partial years in the Money Purchase Plan

OR

The years and partial years that the individual's account will purchase in the Defined Benefit Plan up to the limit of years of service with the Company.

In any case where the individual's money purchase account is more than sufficient to provide the above Credited Service in the Defined Benefit Plan, the excess will be credited to him as Additional Voluntary Contributions and used to provide benefits to him on a money purchase basis.

A date for establishing the value of the accounts will be set prior to conversion.

L12.3 Proposed Changes to Plan

i) Definitions

R 2
/ 1
2005
H 3
5 / 3

FOR PILOTS "Final Average Earnings" shall mean the average expressed as an annual rate of earnings of a Member over the thirty-six (36) months of Continuous Service in which earnings were highest. Pilots will mean those pilots on the Air Ontario Inc. Pilot's Seniority List.

LETTER OF UNDERSTANDING NO. 12 (Continued)

ii) Membership in the Plan is mandatory for all pilots. For pilots hired on or after June 01, 1993 enrolment is automatic on the date of hire. Pilots whose date of hire precedes June 01, 1993 that are not members of any plan will be automatically enrolled on June 01, 1993. Members of the Money Purchase Plan will be moved to this plan effective June 01, 1993.

iii) Pilot Contributions

Pilots will continue to contribute 5% of earnings.

Pilots will be able to buy back past service for which they have not accumulated pension benefits subject to the maximums of the Income Tax Act.

81,920
5%
% 1.4
3.5

iv) Amount of Pension

FOR PILOTS the maximum pension will be the lesser of:

a) two percent (2%) of the average of the member's best thirty-six (36) consecutive months of remuneration received from the Company multiplied by his years of pensionable service, not exceeding thirty-five (35) years

OR

b) \$1,722.22 multiplied by his years of pensionable service, not exceeding thirty-five (35) years.

N.B. All changes to the "Contributory Defined Benefit Pension Plan For The Employees of Air Ontario Inc." shall be fully retroactive for all Air Ontario pilots.

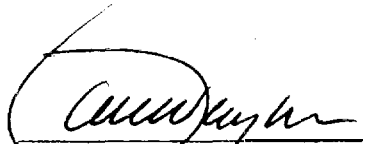
LETTER OF UNDERSTANDING NO, 12 (Continued)


L12.4 The Company recognizes that further amendments 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 the Company will uphold the intent of the existing and amended rules and regulations of the Defined Benefit Pension Plan when making those required amendments. Any such amendments shall be subject to mutual agreement.

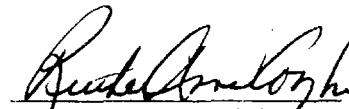
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this d 1st y of Dec., 1993.

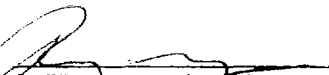
FOR AIR ONTARIO INC.


FOR CANADIAN AIR LINE
PILOTS ASSOCIATION

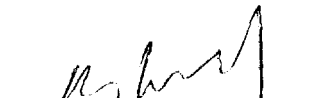

D. Taylor, President & C.O.O.


R. J. McInnis, President


R. A. Conyngham, Director
Human Resources & Admin.


R. Young, Senior Director,
Industrial Relations


B. D. Morris, Director
Flight Operations


R. E. Campbell, Chairman,
Air Ontario M.E.C.

LETTER OF UNDERSTANDING NO. 13

DIRECTOR OF FLIGHT OPERATIONS/CHIEF PILOT EXEMPTION

L13.1 A Pilot who holds the position of Director of Flight Operations and/or Chief Pilot shall be permitted to operate, by displacement, a maximum of forty (40) hours per month of credited flight time on equipment other than that which they currently hold an equipment award.


(i.e. DH8-100 vs DH-300)


L13.2 For greater certainty all other provisions of the Collective Agreement shall apply.

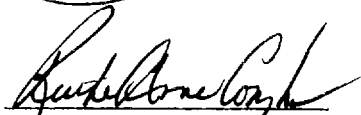
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 15 day of Dec, 1993.

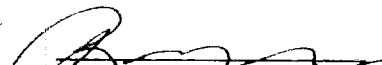
FOR AIR ONTARIO INC.

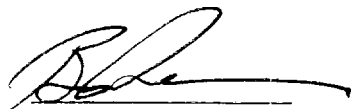
FOR CANADIAN AIR LINE
PILOTS ASSOCIATION

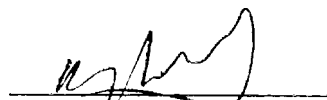

D. Taylor, President & C.O.O.


R. J. McInnis, Preside;


R. A. Conyngham, Director
Human Resources & Admin.


R. Young, Senior Director
Industrial Relations


B. D. Morris, Director
Flight Operations


R. H. Campbell, Chairman,
Air Ontario M.E.C.

LETTER OF UNDERSTANDING NO.14 -

The Association acknowledges the Company's unexpected increase in credited hours for the month of November 1993, and will approve the modification, however, the following conditions shall apply:

1. For the month of November 1993, both parties agree to change Section 4, paragraph 4.1.1 of the Collective Agreement from 85 hours per month of credited time to now read:

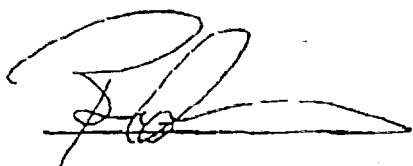
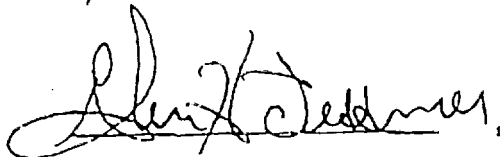
Eighty-eight (88) hours per month of credited flight time shall be the maximum for pilots covered by this Agreement.

2. The Association shall not be charged for CALPA flight releases for the months of October and November 1993, and December if applicable. CALPA flight releases will be subtracted from the calculation in paragraph 3 (below).
3. In the event the total number of credited hours over eighty-five (85) exceeds seventy-five (75) hours, the most senior First Officer next to be upgraded would be paid as if he were a Captain for the entire month. If the total exceeds one hundred and fifty (150) hours, the two (2) most senior First Officers would be paid Captain rates for the entire month. This ratio will continue as required.
4. For greater certainty, all other provisions of the Collective Agreement shall apply.
5. This Letter of Understanding may be extended for the month of December by mutual agreement between Air Ontario Inc. and the Canadian Air Line Pilots Association.

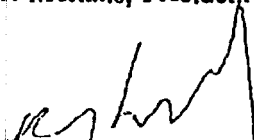
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of October, 1993.

FOR AIR ONTARIO INC.

FOR CANADIAN AIR LINE
PILOTS ASSOCIATION

R. J. McInnis, President


R. E. Campbell, Chairman,
Air Ontario M.E.C.


R. Young, Senior Director
Industrial Relations

BENEFITS APPENDIX

PENSION APPENDIX