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COLLECTIVE AGREEMENT

between

AIR TRANSAT A.T. INC.

and

**FLIGHT CREW MEMBERS
of
AIR TRANSAT A.T. INC.**

as represented by



AIR LINE PILOTS ASSOCIATION

effective
NOVEMBER 1st, 1998
to
OCTOBER 31st, 2001

10250-02

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Note : In this Collective Agreement, unless the gender is specifically mentioned, the masculine form is used to lighten the text.

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0. PREAMBLE

0.1 Collective Agreement

This Collective Agreement is made between Air Transat A.T. Inc. carrying on business under the name of Air Transat, hereinafter referred to as “the Company” and, the Flight Crew Members (FCM) in the employ of Air Transat A.T. Inc. as represented by the Air Line Pilots Association (ALPA) hereinafter referred to as “the Association”.

0.2 Objectives

This Collective Agreement seeks to **alert** the **parties** involved to the necessity of **recognizing** and promoting respect for **safety** standards for the air transport, the economic goals of the Company and the maintaining of customer service of the highest quality. The parties **recognize** that the respect of this Collective Agreement and the development of a spirit of cooperation are essential to the pursuit of excellence, mutually beneficial to the interests of the public and the parties herein.

0.3 Obligations

During the term of this Collective Agreement, the Company and the Association agree to comply in every respect to the procedures **set** out in this Collective Agreement and in the Canada Labour **Code** to promote the peaceful resolution of disputes. The Association agrees to not engage in a **strike** or work stoppage and the Company agrees not to engage in any **lock-out**.

0.4 Obligations of the Successor and Change in Operations

In the event that the Company changes ownership, merges with another company, changes in any way its legal manner of carrying on business as a company including the use of a subsidiary or carrying on business in association with one or more airline carriers, sells or transfers all or substantially all of its assets, this Collective **Agreement** shall remain in **full** force and effect and the certification issued by the Canada Industrial Relations Board shall continue in force and be in no manner affected except in accordance with a prevailing legislative provision.

0.5 New Classification

In the event that **the** Company would introduce a new classification of the members of the FCM, the following steps shall be applied:

- 0.5.1** the Company will send a written notice to inform the Association;
- 0.5.2** the Company and the Association will have discussions to apply these Sections:
 - 2, Definitions
 - 17, Remuneration
 - 21, Training
 - Appendix "C", Minimum Qualification Requirements
 - any other pertinent Section
- 0.5.3** if the parties **can** not agree within a delay of thirty (30) days from the date of the notice, **the** dispute will be referred to arbitration;
- 0.5.4** if the parties can not agree on the choice of the arbitrator, the Minister of Labour will appoint one;
- 0.5.5** the decision of the arbitrator will be **final** and will bind the parties;
- 0.5.6** the Company won't introduce a new classification unless the parties agree or the decision of the arbitrator is rendered.

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1. JURISDICTION AND SCOPE OF THE AGREEMENT

1.1 Association Recognition

1.1.1 In accordance with the certification issued on May 10, 1999 by the Canada Industrial Relations Board, the Company **recognizes** the Air Line Pilots Association (ALPA) as the single bargaining agent of the Flight Crew Members (FCM) in the employ of the Company and also **recognizes** its right to negotiate and conclude an agreement with the Company.

1.1.2 The Association **recognizes** that it is the exclusive right of the Company to manage, direct and administer its affairs, its business and its employees under **the** single restriction of the specific dispositions of this Collective Agreement. Nevertheless, the Company **recognizes** that it will exercise its rights in a fair and equitable manner. All rights of the Company that have not been specifically entrenched, delegated or limited by this Collective Agreement shall remain its exclusive jurisdiction.

1.1.3 All instructions and agreements made between the Company and a FCM shall conform to the provisions of this Collective Agreement and shall be by written document with a copy sent to the Association. No individual agreements relating to working conditions, which differ from those agreed to in this Collective Agreement, shall be valid.

1.2 Flight Duty Release for Association Business

1.2.1 The Company **recognizes** the role of the Association representatives in their union **activities**. These representatives shall be identified by the Association and the Company shall be given a written notice. In addition, the Association will give the Company a written notice of any changes such as additions or retirements of its representatives.

1.2.2 The Company agrees to release one FCM (member **of the** Executive Council of the Association) for the purpose of management of Association business. **This** FCM will be assigned a maximum of thirty (30) FTC per month as per the operational requirements of the Company. In the **case** of unforeseen operational **requirements**, the Company and the Association will co-operate to ensure the smooth running of flight **operations**. This delegated Association representative shall **receive** his regular salary. The Company will assume one hundred **per cent** (100%) of his **salary**.

1.2.3 For the purposes of applying this Collective Agreement, the Company and the Association may acknowledge the temporary release of one or more FCM without loss of salary. The requests for flight release will be given by the Company according to its operational needs. The released FCM shall be credited for Association business as per Article 14.16.1 for each day released provided that these credits do not generate overtime.

1.2.4 For the purposes of renewal of this Collective Agreement, the Association will form a committee. These committee members shall be credited for Association business as per Article 14.16.1 for each day **utilized** for preparation and negotiation of the new Collective Agreement. This committee shall have a maximum of ~~three~~ (3) members entitled to be released and the Company shall not be required to release more than three (3) members. Any additional requirements shall be the subject of a mutual agreement by both parties.

1.2.5 When ~~the~~ named Association representatives **are required** to leave their home base for Association business, they shall have the right to **free** travel back and forth on the Company's network according to availability and conformity with Company's regulations **as well as** all normal interline privileges that would be **accessible** to other employees.

1.3 Type of Aircraft and Flight Operations

This Collective Agreement covers all types of aircraft **utilized** by Air Transat A.T. Inc. within the context of its flight operations.

1.4 Leasing

Notwithstanding the **preceeding** clause, the Company may:

1.4.1 on an irregular or occasional basis, subcontract one or parts of a charter or regular (scheduled) flight to another carrier, or

1.4.2 lease one or more **aircraft** with crews **on** a temporary basis provided that such leasing is done for reasons **that** are out of the control of the Company (eg: weather, mechanical failures, accidental reasons) and such leases shall not exceed sixty (60) days.

2. DEFINITIONS

In this Collective Agreement, terms used have the following significations.

- 2.1 ACTIVE SERVICE: Refers to a period during which a FCM must be available to work including periods of probation, GDO's and vacation days.
- 2.2 ASSIGNMENT: Refers to a transfer required by the Company of the position or the home base.
- 2.3 ASSOCIATION: Refers to the Air Line Pilots Association (ALPA).
- 2.4 BIDDING PERIOD: Refers to the period during which a FCM can utilize the PBS system to submit his scheduling preferences for the next month.
- 2.5 CALENDAR DAY: Refers to a 24 hour period from 00h00 local to 23h59 local.
- 2.6 CAPTAIN: Refers to a member of the Flight Crew who directs the flight and who is responsible for the handling or who handles the controls of an aircraft and who is properly qualified and designated by the Company to serve as Captain; he is holding all licenses required by the Ministry of Transportation or other government agencies authorizing him to serve as Captain. The Captain holds complete authority over all members of the crew with respect to passenger safety and the aircraft.
- 2.7 CLASSIFICATION: Refers to the assignment of a FCM as a Captain, a First Officer or a Flight Engineer.
- 2.8 COMPANY: Refers to Air Transat A.T. Inc. whose corporate head office is located at 11600, Cargo Road A-1, Montréal International Airport in Mirabel, Province of Québec, J7N 1 G9.
- 2.9 CSD: Refers to the Crew Scheduling Department. (BADE in French)
- 2.10 DEADHEADING (D/H): Refers to the movement of a FCM as a passenger by the method of transportation designated by the Company. (MEP in French)
- 2.11 EQUIPMENT: Refers to all types of aircraft operated by the Company in its flight operations.

- 2.12 FDO: Refers to Monthly Floating Day Off **without reserve** Block and which may be displaced by the Company for operational reasons. *(CMF in French)*
- 2.13 FCM MANAGER: Refers to a FCM who works for the Company as Vice-President Flight Operations **and/or** Director of Flight Operations, Chief-Pilots, and Chief-Flight Engineer. For the purposes of this Collective Agreement, a FCM Manager is responsible for direction and management duties and may also operate Company's aircraft as a FCM.
- 2.14 FCM INSTRUCTOR: Refers to a FCM assigned by the Company to act as Flight Instructor, Ground Instructor or Simulator Instructor (not included: FCM Supervisor).
- 2.15 FCM SUPERVISOR: Refers to a FCM who retains the full time position as a Pilot-Supervisor or Assistant Flight Engineer as **defined** in the Company's **Manual** of Operations,
- 2.16 FIRST OFFICER: Refers to a member of the crew who is the **second** in command of the flight and whose **functions** consist in assisting or replacing the Captain in the handling of the controls of the aircraft **inflight**, including take-off and landing of such aircraft, who is properly qualified to serve as such and who holds all licenses required by the Ministry of Transportation or other government agencies authorising him to serve as such.
- 2.17 FIRST REVENUE FLIGHT: Refers to the first flight during which a new FCM or a FCM on promotion executes his duties as per his classification without supervision of a FCM Instructor or Supervisor.
- 2.18 FLIGHT BLOCK: Refers to monthly schedule of a FCM. A Flight Block is **made** of a combination of variable elements such as pairing, D/H, training, white day, reserve day, GDO, vacation day and any other **authorized** holiday.
- 2.19 FLIGHT CREW MEMBER (FCM): Refers to a Captain, a First Officer or a Flight Engineer as defined in this Section and whose names appear on the Seniority Lists of this **Collective Agreement**. These persons shall have a working **knowledge** of both official languages of Canada *(PNT in French)*

- 2.20 **FLIGHT ENGINEER:** Refers to a member of the crew who seconds the Captain and the First Officer in the handling of the controls of the aircraft, and who is adequately qualified to serve as a Flight Engineer and who holds the **licenses** required by the Ministry of Transportation or **other** government agencies. He **also** holds *inter alia* an A.M.E. licence **authorizing** him to serve as such. His duties are required in flight and on the ground, for the purpose of assuring the security and **flight-worthiness** of the Company's **equipment**. If the Flight Engineer is called upon to **supervise** the work of a **subcontractor** on the equipment, an agreement between the Company and the affected Flight Engineer is established.
- 2.21 **FLIGHT OPERATIONS:** Refers to all flights of any nature operated by Canadian registered **aircraft** owned by Air Transat A.T. Inc. or **leased** by Air Transat A.T. Inc.
- 2.22 **FLIGHT TIME CREDIT (FTC):** Refers to hourly units used for pay **purposes** consisting of flight hours and **credit** hours. *(CHV in French)*
- 2.23 **FOUNDING-MEMBER:** Refers to, **all FCM's who** participated financially in the creation of the Company Air Transat and whose names appear on the Shareholders **Agreement** dated May 2, 1987.
- 2.24 **GDO:** Refers to a Minimum Monthly **Guaranteed Day Off**. *(CMG in French)*
- 2.25 **HIRING DATE:** Refers to the first day of employment with **the** Company for which a **FCM** is remunerated.
- 2.26 **HIRING GROUP:** Refers to a group of **FCM** having the same hiring date
- 2.27 **HOME BASE:** Refers to the base of a **FCM** **from** where his pairings originate.
- 2.28 **HOURS OF SERVICE/ FLIGHT TIME:** Refers to the **time** expired **between** the removal of the chocks (block **off**) at the ramp to the insertion of the chocks (block in) at the ramp.
- 2.29 **IOU:** Refers to a **GDO** **displaced** by the Company and **re-scheduled** at a later date.

- 2.30 MONTH:** Refers to a complete calendar month for calculation of the salary, hours of flight and duty days. January will be considered from January 1st to 30th inclusively. February will be considered from January 31st to March 1st inclusively. March will be considered from March 2nd to March 31st inclusively. Thus, the first three (3) months of the year will be of thirty (30) days each, except in leap years.
- 2.31 OVERSEAS FLIGHT:** Refers to a flight which involves a rest period outside Canada for a FCM.
- 2.32 PAIRING:** Refers to a period which begins when a FCM arrives at work at his home base for an assignment such as a positioning or deadheading, a flight or a serie of flights, and ends when the FCM returns to his home base for a rest period equal to or greater than the minima stated in Article 14.10.3.
- 2.33 PERMANENT BASE:** Refers to an operational base located in Canada and in service all year long.
- 2.34 PERMANENT POSITION:** Refers to an assignment which is effective for more than six (6) months of the calendar year.
- 2.35 PILOT:** Refers to a Captain or a First Officer as defined in this Section.
- 2.36 POSITION:** Refers to a FCM assignment according to his classification and type of equipment (eg: CAPT L-1011)
- 2.37 PROBATION PERIOD:** Refers to the period following the hiring of a FCM during which he is evaluated.
- 2.38 RESERVE:** Refers to a period during which a FCM must be available to transfer for duty 2:00 hours when assigned by the CSD.
- 2.39 RESERVE BLOCK:** Refers to monthly schedule of a FCM on reserve.
- 2.40 REST PERIOD:** Refers to a continuous period during which a FCM is released by the Company from any and all duties.
- 2.41 SICK LEAVE:** Refers to a period during which a FCM is absent from work because of illness, injury, or a condition which renders him unfit to accomplish his duties.
- 2.42 TEMPORARY POSITION:** Refers to an assignment of six (6) months or less during the calendar year.

- 2.43** **TIME LAG:** Refers to the difference in time zone **between** the location from which the duty period begins and the time zone of the location where **the** duty period ends.
- 2.44** **TIME OF SERVICE:** Refers to the accumulated time **from the** hiring date of a FCM (not included: periods of unpaid leave and layoffs). An **inactive** FCM, because of disability, stops accumulating time of service **after six (6) months** of continuous disability.
- 2.45** **UNFORESEEN
OPERATIONAL
CIRCUMSTANCE:** Refers to an event which is outside the control of the Company such as, but not limited to, **unforecast** bad weather, mechanical malfunctions, or air **traffic** control delays.
- 2.46** **VACATION DAY:** Refers to a calendar day on which a FCM is on vacation day or statutory holiday.
- 2.47** **WHITE DAY:** Refers to a calendar day for which a FCM is at his home base with no assignment or holiday of any type in his Flight Block or Reserve Block.
- 2.48** **WORKING DAY:** Refers to a calendar day on which a FCM is in pairing, reserve, training or performing other duties assigned by the Company.
- 2.49** **YEAR:** Refers to a complete **calendar** year from January 1st to December 31st.

3. COOPERATION

3.1 Pay Deduction

- 3.1.1** For the duration and the enforcement of this Collective Agreement, the Company will ~~proceed~~ to collect dues for the Association ~~from~~ FCM's covered by the bargaining unit as defined in the ~~Certificate~~ of Accreditation.
- 3.1.2** The amount of these dues is as decided by the Association and the amount to be deducted will be the same for the duration of this Collective Agreement unless the Association ~~authorizes~~ the changes as per its By-Laws. In the event that the amount changes, a written notice will be sent to the Company at least ~~thirty~~ (30) days before the effective date of the change.
- 3.1.3** The Company agrees to deduct dues only ~~from~~ the salary of each FCM who are on the pay list for ~~the~~ current period.

3.2 Union Dues

The Company will remit to the Association, at the latest on the 15th of the following month, the total union dues which have been ~~authorized~~ to collect as well as a list of all ~~FCM's from~~ whose wages a deduction was taken.

3.3 Posting

The Association will be allowed to post, at all bases, on bulletin boards provided by the Company, notices or memos concerning its members.

3.4 Printing and Translation Fees

The printing fees for this Collective Agreement will be paid one hundred ~~per~~ cent (100%) by the Company and the translation costs of this Collective Agreement ~~will~~ be shared equally between the Company and the Association. Both the French and English versions of this Collective Agreement have official status, In the ~~event~~ of a conflict between the two ~~versions~~, French version prevails.

3.5 Transportation

Where ~~necessary~~, the representatives and advisor of the ~~Association~~ who are scheduled to meet representatives of the Company have the right to ~~free~~ transportation, back and forth on the Company's network according to availability and in compliance ~~with~~ Company regulations, including all ~~other~~ interline privileges normally available ~~to~~ employees.

4. SENIORITY

4.1 Seniority Lists

- 4.1.1 The Company maintains and publishes two (2) Seniority Lists, a Pilot List and a Flight Engineer List. These lists are updated **twice** a year : on the first day of December and the first day of July. Within seven (7) days following the update, the lists are posted in areas accessible to **all** employees at **each permanent** base. Those lists shall remain posted until their replacement by new updated lists. A copy of the lists are sent to the Association.
- 4.1.2 Only the Pilots and Flight Engineers whose names appear on both Seniority Lists (Appendix "A") are **authorized** to operate aircraft **utilized** by the Company in its Flight Operations subject to Articles 1.4, 20.2.1 and Section 35, Temporary Hiring.
- 4.1.3 The lists indicate the following information : seniority number, name, permanent position, home base and hiring date of **all** permanent FCM's in the employ of the Company. A FCM whose status is temporary as per Section 35, Temporary Hiring and, a FCM hired by contract as per Article 20.2.1, do not have their names on the Seniority Lists.
- 4.1.4 In accordance with protected rights, some Flight Engineers have a seniority number reserved on the Pilot List. These Flight Engineers are identified with and asterisk on the Pilot Seniority List.

4.2 Correction on Seniority Lists

- 4.2.1 A FCM has a period of thirty (30) days following the posting of the Seniority Lists to request, in writing, to change any error or omission on his behalf A FCM who has been absent from his home base or in vacation at the time of the posting of the Seniority List, has thirty (30) days from the date of his return to protest.
- 4.2.2 Any error or omission that are raised on these lists can be challenged subsequently or at the time of subsequent postings. However, typographical or clerical errors can be corrected at any time.

4.3 Attribution of Seniority Number

The seniority number of a FCM is already established (Appendix "A") and accepted by the Company and the Association. All newly hired FCM's get their name added at the end of their respective list (Pilots / Flight Engineers) as per the following:

- 4.3.1** a seniority number is awarded to the FCM who succeeds in the initial training according to his hiring date;
- 4.3.2** in the event that two (2) or more FCM have the same hiring date, their seniority number is **determined** according to their experience. This experience will be evaluated with the Evaluation Grid (Appendix "B"). The higher seniority number is attributed to the FCM who obtains the higher point score;
- 4.3.3** if tier this evaluation two (2) or more FCM's obtain the same result, the seniority number is determined as follows : for the Pilots, the total hours of flight and for the Flight Engineers, the total of years of experience;
- 4.3.4** notwithstanding **Article 4.3.1**, for a Flight Engineer who succeeds and obtains a position of **First Officer** and does not have a seniority number reserved on the Pilot List, he is awarded a seniority number based on the date where he begins his training as **First Officer**.

4.4 Movement of Personnel

Subject to Section 6, Rules of Assignment and, the Minimum Qualification Requirements stipulated in Appendix "C", the movement of FCM's is governed by seniority in all cases of promotion, demotion, layoff, recall, change of equipment and assignment

4.5 Inactive FCM

- 4.5.1** A FCM being inactive because of illness, injury, disability, maternity leave, paternity leave, child care leave, precautionary cessation of work, layoff or unpaid leave, retains his seniority number,
- 4.5.2** When he returns from an absence as per to Article 4.5.1, a FCM may **exercize** his seniority right and displace a junior FCM.

4.6 **Loss of Seniority**

A FCM loses his seniority number when:

- 4.6.1** he is dismissed, or
- 4.6.2** he resigns, or
- 4.6.3** he is the most junior on the Seniority List and he turns down a recall for a position, or
- 4.6.4** he neglects to respond to a **recall** as per the terms in Article 7.2.3, or
- 4.6.5** he doesn't return to work as per the terms in Article 7.2.6, or
- 4.6.6** he doesn't conform to the terms in Article 7.1.3, or
- 4.6.7** one of the situations described in Article 12.1.4 occurs, or
- 4.6.8** he is on layoff for more than sixty (60) consecutive months.

4.7 **FCM Recruitment**

- 4.7.1** For the recruitment of new FCM's, the Association delegates a member who sits on the selection committee. Under no circumstances may the Company schedule interviews with candidates if a representative of the Association is not to be present.
- 4.7.2** The Company will ensure that the Association is advised of the dates of interviews at least seven (7) days in advance. The released FCM is eligible for credits for Association business as per Article 14.16.1 for each day concerned by those interviews.

5. PROBATION

5.1 Length of the Probation Period

The new hired FCM is subject to a probation period of twelve (12) months of active service starting on his hiring date. The Company reserves the exclusive right to dismiss a FCM during his probation period. The Company will inform the FCM, in writing, the reasons of the dismissal with a copy to the Association. The FCM may take the privileges of the provisions in Section 3 I, Grievance and Arbitration.

5.2 Extended Probation Period

The Company may extend the probation period of a FCM up to a maximum of six (6) months. The Company will inform the FCM, in writing, the reasons justifying the extension with a copy to the Association. Also, the immediate Supervisor shall summon the FCM to discuss the reasons of the extension. A representative of the Association will attend this meeting **unless** the FCM decides not to.

5.3 Reduced Probation Period

The Company may reduce the length of the probation period of a FCM if his services are judged satisfactory.

6. RULES FOR ASSIGNMENTS

6.1 Posting of Vacant Positions

6.1.1 When positions become vacant, the Company posts a Notice for Vacant Positions (Appendix "D") at each and every base and a copy is sent to the Association. The posting of this notice remains for twenty (20) consecutive days and contains the following information:

- beginning and ending dates of the posting
- description of the position (**classification** and equipment)
- number of vacant positions
- commencing date of the position offered
- total number of positions per equipment
- total number of position on all equipment

6.1.2 A FCM who is absent and wants to be informed of any postings for vacant positions has to provide his immediate Supervisor his address and telephone number where he can be reached. The Company will make **all** the necessary efforts to contact him.

6.1.3 The Company has to publish the result of the posting within **fifteen (15)** days following the ending date of the notice.

6.2 Application on Permanent Positions

6.2.1 Each FCM must maintain an updated Letter of Preferences (Appendix "E") which is necessary to apply permanently on each and every vacant position. The FCM may modify this letter at anytime with a new Letter of Preferences.

6.2.2 Each FCM must give his Letter of **Preferences** to his immediate Supervisor (Chief-Pilot or Chief-Flight Engineer).

6.2.3 The immediate Supervisor must provide the FCM a copy of is Letter of Preferences duly signed.

6.2.4 The Company must provide the Association an updated copy of all the Letters of Preferences.

6.2.5 A FCM who has no Letter of Preferences registered in his tile 'is considered as desiring to maintain his position.

6.2.6 Subject to Article 6.2.5, only the Letters of Preferences already registered at the time of the ending date of the notice are considered.

6.3 Attribution of Permanent Positions

6.3.1 The vacant positions are attributed by seniority to all FCM's who have submitted their candidature in their Letter of Preferences (Appendix "E") without considering their home base. However, the following limitations apply:

6.3.1.1 the FCM is subject to a **freeze** period on **type** of equipment **beginning** on the date on which he performs his first flight, following his initial assignment. The **freeze** periods are as follows:

<i>When hired or following a voluntary assignment</i>	
L-1011	3 years
B-757	
A-330	
<i>Reduced freeze period applicable to Articles 6.3.1.2, 6.3.1.3 et 6.3.6</i>	
L-1011	6 months
B-757	12 months
A-330	24 months

6.3.1.2 during his **freeze** period, a First Officer may **ask** for a Captain promotion. If he meets the criteria stipulated in Article 6.4.1, he obtains the promotion. However, the Company may require that he terminates his **freeze** period which is therefore reduced, then he will be eligible to the compensatory salary (By-Pass pay) as per criteria explained in Section 18, Compensatory Salary;

6.3.1.3 following a posting, a First Officer who obtains a change of type of equipment without changing of classification may, afterwards, ask for a promotion. However; the Company doesn't have to consider the demand of the FCM during his reduced freeze period applicable on his **type** of equipment unless the promotion the FCM asked for is on the same type of equipment and this, even if the First Officer has the minimum qualifications and the seniority number required to obtain the promotion. Consequently, he is not eligible to compensatory **salary** during this period. This article doesn't apply to the First Officer who, following an assignment, has changed his equipment without changing his classification.

6.3.2 Before attributing new positions, the Company must make sure that all the evaluation requests received before the ending date of the Notice for Vacant Positions (Appendix "D") have been well completed in order to respect the seniority of all FCM's who are eligible to a promotion,

- 6.3.3 The FCM who obtains a new position is **advised** in writing with a copy to the Association.
- 6.3.4 If after the attribution, a position releases another one, this position must be filled with valid Letters of Preferences received at the time of the ending date of the Notice for Vacant Positions (Appendix "D") which has generated this situation.
- 6.3.5 If, at the time of the ending date of the Notice for Vacant Positions (Appendix "D") no FCM has submitted his candidature, the Company reserves the right to assign a junior FCM as long as he has the Minimum Qualification Requirements (Appendix "C"), or to proceed to hire a new FCM.
- 6.3.6 The assignment of all FCM's according to Article 6.3.5 is accomplished by reverse order of seniority. Only the FCM hired on or after 99-01-01 may get assigned to another home base in order to fill a permanent position. However, when the assignment doesn't include a base transfer, the Company doesn't have to assign a FCM in probation or a FCM who hasn't finished his reduced freeze period. The FCM who has been assigned, is granted a reduced freeze period on his new equipment.

6.4 Promotion

For the purposes of this Collective Agreement, a promotion means a change of classification from First Officer to Captain or from Flight Engineer to First Officer.

- 6.4.1 Subject to Article 6.3.1.2, a FCM obtains a promotion after a posting when:
- 6.4.1.1 he holds the seniority number allowing him to obtain the requested promotion, and
 - 6.4.1.2 he has the Minimum Qualification Requirements (Appendix "C") for the requested promotion, and
 - 6.4.1.3 he has succeeded in the evaluation procedure for the requested promotion;
 - 6.4.1.4 a FCM who has not the Minimum Qualification Requirements (Appendix "C") may, at the Company's discretion, obtain a promotion.
- 6.4.2 When a FCM obtains a Captain promotion on the L-1011 and has never been assigned on this type of equipment, the Company agrees to provide, if needed, a minimum of three (3) supplementary sessions of simulator.

- 6.4.3 In order to implement Article 6.4.1.3, a FCM who obtains the Minimum Qualification Requirements of Appendix "C" must consequently modify the Section "PROMOTION" of his Letter of Preferences (Appendix "E") and ask for an evaluation. The Company has to consider to evaluate the candidate and must inform him, in writing, of the result of this evaluation within forty-five (45) days following the date of the request. If the evaluation is positive, the FCM is considered as being eligible to obtain a promotion and this being from the date on which he has presented his request for an evaluation. If the evaluation is negative, the Company must provide the reasons to the FCM in writing. In that case, the FCM cannot ask for a new evaluation within a minimum of six (6) months.
- 6.4.4 When a Flight Engineer obtains a promotion of First Officer, he loses his seniority number on the Flight Engineer Seniority List on the date of his qualification as a First Officer.

6.5 Temporary Positions

The criteria applicable to temporary positions are as follows

- 6.5.1 Temporary positions are not posted and are assigned by the Company. A permanent FCM is not required to **accept** a temporary assignment out of his base. If the assignment doesn't include a base transfer, the junior FCM must accept it. When awarding temporary positions, the Company makes all the efforts to respect the FCM's seniority number and the Letters of Preferences (Appendix "E"). It is agreed that a permanent FCM who occupies a temporary position, will **return** to his permanent position at the end of the assignment and this, notwithstanding his seniority number. In the event that a FCM occupies a temporary position during more than six (6) months, his position is considered permanent and must be subject to a posting as **per** Article 6.1.

7. LAYOFF AND RECALL

7.1 Reduction of employees

- 7.1.1** When a reduction of employees occurs, layoffs are carried out in the reverse order of seniority without considering the FCM's home base. Subsequent movement of personnel is governed by seniority. Only the FCM's hired on or after 1999-01-01 may be assigned to another home base after a reduction of employees. The Company must respect the classification of the FCM's who maintain their position according to their seniority, but may assign them on another type of equipment according to operational needs. The FCM who is demoted **after** a reduction of employees is not subject to the **equipment freeze** as stipulated in **Article 6.3.1.1** at the time of subsequent postings. The Company agrees to consult the Association when a reduction of employees occurs.
- 7.1.2** The FCM is advised in writing of his layoff at least thirty (30) days before the effective date of the layoff. This notice is sent by registered mail and the stamped date is **used** to calculate the notice period.
- 7.1.3** The FCM who is on layoff **will** provide his correct **address** to the Human Resources Department and advise them of any changes.
- 7.1.4** The Company **will** make **every** effort to relocate within the Company any FCM who is on layoff.

7.2 Recall to Work

- 7.2.1** The recall is done in **accordance** with seniority: the FCM holding the highest seniority number is recalled first.
- 7.2.2** Every **recall** to work is guaranteed a minimum period of three (3) months work.
- 7.2.3** The recall to work is **made** by telephone call followed by written notice sent by **registered** mail in the **72:00** hours following the verbal notice. **The** written notice shall specify the return to work date.
- 7.2.4** A FCM who is on layoff keeps his recall right during a period of sixty (60) **consecutive** months following the effective date of his layoff.
- 7.2.5** The FCM who is recalled, has seven (7) days **following the** reception of the written notice to **confirm** his **acceptance** of the position offered or to signify his **refusal**. The notice may be given verbally but **confirmed** in writing and delivered **personally**, or Sent by registered mail to the Human Resources Department.

- 7.2.6 When a FCM is recalled to work and that one or more junior FCM's are on layoff he may decline the recall and give the **opportunity** to a junior FCM to be recalled. The FCM who wants to take advantage of this option has seven (7) days following the reception of the written notice of recall to inform the Company. This notice may be **given** verbally but **confirmed** in writing and delivered **personally**, or **sent** by **registered** mail to the Human Resources Department. The FCM who declines a recall **according** to the terms of this Article maintains his right for subsequent recalls.
- 7.2.7 The FCM who is the last one on **the** Seniority List and who **refuses** a recall is considered having resigned and his name is taken off the Seniority List.
- 7.2.8 Subject to Article 7.2.6, a FCM who is **recalled** to work has thirty (30) days **from** the date of the **written** notice of recall to transfer for work. However, in a spirit of **collaboration**, the FCM **shall** make every effort to transfer for work in a lesser delay **than** required.

8. ANNUAL VACATION

8.1 General

8.1.1 Every permanent FCM has the right to a paid annual vacation. This annual vacation consists in a period of vacation days and a period of statutory holidays. The temporary FCM receives, upon his departure, a vacation indemnity.

8.1.2 During his annual vacation, the FCM receives 4 FTC for each day during which he is on days off.

8.1.3 A FCM on annual vacation receives a pay equivalent to his regular pay rate at the time of his vacation.

8.1.4. A FCM who stops working for the Company receives the following vacation indemnities:

8.1.4.1 a monetary indemnity for accumulated vacation days during the reference year which have not been utilized. Those days are remunerated at FCM hourly rate on the basis of 4 FTC per day, and

8.1.4.2 a monetary indemnity for vacation days accumulated from January 1st of the current year. These days are remunerated at hourly rate of the FCM on the basis of 4 FTC per day. The number of days payable is calculated in proportion of the number of working months during the year and, the number of vacation days during which the FCM is eligible, according to his time of service at the time of the departure. To this, is added the accumulated statutory holidays from the beginning of the year. In order to consider that a month has been worked, the FCM has to be in service during a minimum of sixteen (16) days during this month.

Example: A FCM leaves the Company on May 20

<i>Time of service at the time of departure:</i>	<i>7 years</i>
<i>Allowances for annual vacation:</i>	<i>18 days</i>
<i>Allowances/or monthly vacation:</i>	<i>1.5 day</i>
<i>Number of months in service (current year):</i>	<i>5 months</i>
<i>Number of days payable: 5 months x 1.5 day:</i>	<i>7.5 days</i>
<i>Number of statutory holidays payable:</i>	<i>3 days</i>
<i>Total of days payable: 10.5 days x 4 FTC/day:</i>	<i>42 FTC</i>

Departure indemnity for the current year: 42 FTC x hourly rate

8.1.5 Subject to Articles 8.1.6 and 8.1.7, vacation days are not cumulative from a year to another.

8.1.6 Upon exceptional circumstances, the Company may request ~~from~~ a FCM to cancel, ~~all~~ or in part, his annual ~~vacation~~. The FCM is not ~~required~~ to ~~accept~~. If he ~~accepts~~, he may choose one of the following options:

8.1.6.1 lose his annual vacation and receive a monetary indemnity (equivalent to 4 ~~FTC~~ per day at hourly rate for all cancelled days off), or

8.1.6.2 transfer his ~~annual~~ vacation to a subsequent date during the same ~~year~~. The choice for the new dates must be subject to an agreement between the FCM and ~~the~~ Company, or

8.1.6.3 transfer his annual vacation to ~~the~~ next ~~year~~. In that case, the days off are ~~added~~ to the FCM bank and ~~awarded~~ during the process of distribution of annual vacation days.

NOTE: If transferring or cancelling his annual vacation causes expenses to the FCM, these expenses are reimbursed by the Company upon presentation of proofs.

8.1.7 If the annual vacation ~~coincides~~ with a ~~period~~ during which the FCM is absent ~~from~~ work due to a disability, a maternity leave, a child care leave or a precautionary cessation of work, he may transfer his annual vacation period according to the following options, at his choice:

8.1.7.1 immediately ~~after~~ the end of his absence if allowed according to the department ~~needs~~, or

8.1.7.2 to a subsequent date during the same year; the choice for the new dates must ~~be~~ subject to an ~~agreement~~ between the FCM and the Company, or

8.1.7.3 exchange his ~~annual~~ vacation with another FCM occupying the same position, or

8.1.7.4 add annual vacation days already loss to the FCM bank for the next year.

8.1.8. A FCM who becomes sick during his annual vacation period cannot transfer his vacation. Also, he cannot claim sick leave credits and/or disability insurance for this annual vacation period if his sick days have begun during this period. However, if during an annual vacation period a FCM is injured or suffers an illness requiring a non-scheduled hospitalization of two (2) days or more, he may postpone his annual vacation period not completed at the end of his disability or, subject to an agreement between the FCM and the Company, to another period and, upon that time, use the provisions related to sick leave and salary insurance. If a FCM becomes sick during his annual vacation and is unfit to return to work at the end of this period, the provisions of Section 9, Sick Leave apply from the first day he is supposed to return for work.

8.2 **Vacation Days**

8.2.1 The reference year is from January 1st to December 31st.

8.2.2 The vacation days of the FCM are accumulated during the reference year. They are taken during the year following the reference year.

8.2.3 The number of vacation days to which the FCM is eligible varies in proportion of the time of service (as defined in Article 2.44) accumulated by the FCM on December 31st of each year according to the chart below:

<i>Time of service</i>	<i>Vacation Days</i>	<i>Remarks</i>
Less than one (1) year of service	One (1) day per complete working month before December 31 st up to a maximum of eleven (11) days	If the time of service of the FCM exceeds more than two (2) weeks during this month, the vacation days are granted. The FCM may, on January 1 st , complete his vacation period at his own expense up to a maximum of eleven (11) days
1 year but less than 2 years	11 days	
2 years but less than 3 years	12 days	
3 years but less than 4 years	13 days	
4 years but less than 5 years	14 days	
5 years but less than 7 years	16 days	
7 years but less than 8 years	18 days	
3 years but less than 10 years	20 days	
10 years and more	23 days	

8.3 Statutory Holidays

8.3.1 The reference year is from January 1st to December 31st.

8.3.2 The statutory holidays recognized by the Company are:

- New Year's Day
- The day after New Year's Day
- Good Friday
- Victoria Day
- Saint-Jean-Baptiste Day (Québec only)
- Canada Day
- Civic Holiday (Ontario and British Columbia only)
- Labour Day
- Thanksgiving
- Christmas Day
- Boxing Day

8.3.3 The FCM accumulates statutory holidays during the reference year. These statutory holidays are taken during the next year following the reference year.

8.3.4 The FCM hired during the year accumulates statutory holidays on the basis of one (1) day per each statutory holiday which have occurred since his hiring date.

8.3.5 During the following periods of days off, the FCM continues to accumulate the statutory holidays:

- guaranteed days off (GDO)
- annual vacation
- sick leave
- bereavement leave

8.3.6 During the following periods of absence, the FCM do not accumulate the statutory holidays:

- disability (short and long term)
- unpaid leave
- maternity leave, child care leave or precautionary cessation of work
- work injury

8.4 Vacation Day Weekly Calendar

8.4.1 The number of FCM who may be in vacation during the same week varies in proportion with operational needs of the Company. However, a minimum of one (1) crew per type of equipment may be in vacation during each week of the year.

8.4.2 In order to allow to a majority of FCM's the opportunity to obtain days off during summer time and Christmas time, a FCM cannot take more than seven (7) consecutive days of annual vacation during the periods of July 1st to August 31st and from December 15 to January 15 of each year.

8.4.3 When a FCM voluntarily chooses to change his position, he will be awarded annual vacation periods which still are available in his new duties. If he is displaced by the Company, he retains his periods of annual vacation already granted.

8.5 Vacation Day Schedule - Procedure

On September 1st of each year, the Flight Operations Department gives to each FCM a calendar with the following information:

8.5.1 the number of vacation days and statutory holidays to which the FCM is eligible, and

8.5.2 the number of FCM's (per classification and per type of equipment) who may be on vacation during each week of the year.

The assignment of the vacation dates is made in two (2) rounds. During the first round, the vacation days are awarded and then, during the second round, statutory holidays are awarded.

8.6 Vacation Day Assignment - Method

The FCM must submit to the Flight Operations Department several choices of vacation periods in order of preference at the latest on September 21st. The vacation days are awarded by seniority and the schedule is published at the latest on October 21st. Subject to Articles 8.1.6 and 8.1.7, the schedule cannot be modified after its publication.

8.7 Distribution of Vacation Days and Statutory Holidays

8.7.1 The vacation days are attributed by period of seven (7) days, from Monday to Sunday. The excess vacation days are attributed as follows:

8.7.1.1 if three (3) days and less, they are combined with a period of seven (7) days, or

8.7.1.2 if four (4) days and more, they may be awarded separately but cannot be split-up.

8.7.2 The statutory holidays cannot be split-up and are awarded in one block.

8.8 Statutory Holidays Assignment – Method

After the publication of the vacation day schedule, the FCM must submit to the Flight Operations Department several choices of statutory holidays Periods in order of **preference** and this, before November 15. The statutory holidays are awarded by seniority and the schedule is published at the latest on December 15. Subject to Articles 8.1.6 and 8.1.7, the schedule cannot be modified after its publication.

8.9 Combination of GDO's and Vacation Days

8.9.1 At the request of the FCM (bid on PBS), a period of GDO's of 72:00 hours is granted immediately before or **after** an annual vacation period and this, notwithstanding the seniority number of the FCM.

8.9.2 The combination of GDO's and vacation days are subject to the following restrictions:

8.9.2.1 a single period of 72:00 hours guaranteed per FCM per month immediately before or **after** an annual vacation period, or

8.9.2.2 if an annual vacation Period overlaps two (2) months, the FCM may fix a period of 72:00 hours guaranteed immediately before or after.

9. SICK LEAVE

9.1 FCM Responsibilities

A FCM who has to report absent from work for medical reasons must immediately advise the CSD. He is then considered on sick leave until he advises the CSD that he is fit to transfer for work.

9.2 Eligibility

Any FCM is eligible to sick leave.

9.3 Sick Leave Credits

9.3.1 On January 1st of each year, thirty-six (36) FTC are added to the credit bank of sickdays of the FCM in active service.

9.3.2 The credit bank of sickdays of the FCM hired during the year is composed of three (3) FTC per each complete month remaining for the rest of the current year.

9.4 Inactive FCM

A FCM suspended, on unpaid leave or on layoff has his sickday credits reduced by three (3) FTC per complete month during which he is absent from work. If the absence is inferior to one (1) month, his sickday credits are not reduced as long as the number of days of active service for that month equal half of the days of that month plus one (1) day.

Example: $30/2 = 15 + 1 (16)$
 $31/2 = 15.5 + 1 (16)$

The sickday credits are maintained if the FCM has been in active service during sixteen (16) days and more during the month

9.5 Pay Deduction

The deduction of the sickday credits from the bank of the FCM is made in the proportion of four (4) FTC for each period of 24:00 hours or less during which he was absent. The calculation is made from the moment he has to show for work until the time he advises the CSD that he is fit to return to work. However, when a FCM is on sick leave during his GDO's, no sickday credits are deducted from his bank for these days.

9.6 Remuneration

The sickday credits are used to assure a remuneration to the FCM during his absence within a waiting period prior to payable allowances according to the salary insurance. The sickday credits are remunerated as described below.

9.6.1 For each period of absence and this, **from** the first working day, the FCM receives one hundred per cent (100%) of his regular salary as long as his bank of sickday credits had not run out.

9.6.2 When a FCM receives an allowance of salary insurance for a short term, he may use his sickday credits to fulfill the difference between the allowances of salary insurance and his regular salary and this, until his bank of sickday credits has run out.

The calculation of the deduction of sickday credits is made as follows:

$$\frac{\text{regular salary} - \text{allowance of salary insurance}}{\text{hourly rate of the FCM}} = \frac{\text{number of sickday credits}}{\text{deducted per week}}$$

$$\text{Example: } \frac{1792,00 \$ - 1188,00 \$ (66 \frac{2}{3} \%)}{91,34 \$ / \text{hour}} = 6,6 \text{ FTC / week}$$

In the above example, for each week during which the FCM receives his full remuneration while he receives a disability allowance for a short term, his bank of sickday credits is deducted of 6.6 FTC.

9.6.3 A FCM who receives a government allowance following a work it-jury or a car accident, is not eligible to a paid sick leave.

9.6.4 At the end of each year, a FCM must choose one of the following options, applicable to his balance of sickday credits on &ember 31st of the current year:

9.6.4.1 take off all the sickday credits inutilized from his bank and be paid for fifty per cent (50%) of them all at his hourly rate, or

9.6.4.2 transfer his sickday credits to the next year and accumulate them up to a maximum of 72 FTC.

The appropriate amount is paid to the FCM on the second pay of February. The FCM must have the option to put the money in is RRSP.

NOTE: In order to clarify Article 9.6.4, the FCM who takes the option of transferring his sickday credits to the next year cannot, at any time, have a balance of credits of more than 72 FTC. For example, a FCM who has a balance of 60 FTC on December 31st cannot transfer more than 36 FTC to the next year because the addition of the 36 FTC allowed on January 1st plus these transferred 36 FTC amount to the maximum of 72 FTC. So, he is paid for the credits which exceed 36, that is 24 FTC at fifty per cent (50%) of his hourly rate.

9.6.5 In order to apply Article 9.6.4, on November 1st of each year, the Company will forward to each FCM, a notice to inform him of his balance. of sickday credits. The FCM must return this notice at the latest on December 15 specifying if he desires to transfer his credits to the next year or cancel them and be paid. If the Company does not receive this notice within the delays prescribed, the bank of sickday credits accumulated on December 31st is automatically liquidated and paid.

9.7 **Medical Certificate**

9.7.1 In order to apply the Article 9.6 for remuneration, the Company may require a medical certificate when a sick leave exceeds three (3) consecutive days.

9.7.2 When the Company requires a medical certificate according to Article 9.7.1, the request must be done while the FCM is on sick leave; then, he has to provide the said certificate within 24:00 hours following his return to work.

9.7.3 When a FCM is absent from work and the Company has serious reasons to doubt of his unfitness to work. the Company may require from the FCM to provide, within a reasonable delay, a medical certificate justifying the absence.

10. BEREAVEMENT LEAVE

10.1 Day Allowances

In the case of death, a FCM is eligible to be absent without loss pay according to the circumstances described below:

<u>Event</u>	<u>Period</u>
Spouse, common law spouse, child, father, mother, sister, sister and brother	5 consecutive days
Father-in-law, mother-in-law, brother-in-law, sister-in-law, as well as any parent who resides permanently with the FCM or with whom the FCM resides permanently	3 consecutive days
Grandfather, grandmother, and spouse's grandfather and grandmother	The day of the funeral

NOTE: It is agreed that the consecutive days comprise the GDO's, vacation days and working days eg. for which the FCM is required to work

Example: If a member of the immediate family of the FCM passes away on a Friday and the FCM is in GDO on Saturday and Sunday, the bereavement leave of five (5) days applies from Saturday to Wednesday inclusively. This policy applies to all FCM's notwithstanding the accumulated time of service.

10.2 Extension of Bereavement Leave

- 10.2.1** The Company reserves the right to increase the periods stipulated in Article 10.1, considering the capacity of the FCM to execute his duties,
- 10.2.2** The bereavement leave is extended of one (1) calendar day in the cases where the funeral is held more than two hundred and fifty (250) kilometres from the principal residence of the FCM.

10.3 Repatriation of FCM on duty

The Company will repatriate with minimal delay and at its cost, the FCM who is on duty in the event of death, illness or serious accident of the spouse, common law spouse, child, father, mother, brother or sister and the parents of the current spouse.

II. MATERNITY AND PATERNITY LEA VE

11.1 Uniform

The Company provides a maternity uniform to the pregnant FCM.

11.2 Work during Pregnancy

As of the twentieth (20th) week before the expected delivery date, the FCM who continues to work must provide to her chief-Pilot, every two (2) weeks, a medical certificate from her treating physician stipulating that she is able to execute her duties related to her functions including security and emergency procedures.

11.3 Maternity Leave

11.3.1 The FCM with six (6) months of continuous service is eligible to a maternity unpaid leave of a maximum duration of nineteen (19) weeks. This maternity leave must consist in a single period beginning at the earliest eleven (11) weeks before the expected delivery date and ending at the latest nineteen (19) weeks after the effective date of the leave.

11.3.2 The pregnant FCM must provide the Company a written notice specifying the date on which she desires to begin her maternity leave and also the duration provided for the said leave. This notice must be given to the Company at least one (1) month prior to the departure of the FCM, with a medical certificate from her treating physician specifying the expected delivery date. This maternity leave may terminate earlier subject to a written notice of four (4) weeks.

Note: Notwithstanding the precedent paragraph, the maternity leave may terminate earlier if the FCM provides a written request.

11.4 Paternity Leave

On the birth or at the time of adoption of his child, the father receives two (2) days off with pay. If, at that time, the FCM is on GDO's or annual vacation, he may transfer his paternity leave after his GDO's or his annual vacation.

11.5 Child Care Leave

11.5.1 A FCM who has been working for the Company without interruption for at least three (3) months and who is or will be in charge of a child's custody, is eligible to one (1) unpaid leave of absence of a maximum of twenty-four (24) weeks in the fifty-two (52) weeks following the date of , birth of the child or the date on which the child is put in his custody.

- 11.5.2** In the case of an adoption, the FCM who, according to provincial Law, engages in an adoption procedure or receives an adoption order, is entitled to one (1) unpaid leave of absence of a maximum of twenty-four (24) weeks during the fifty-two (52) weeks following the date on which the child is put in his custody.
- 11.5.3** The maximum duration for a child care leave that two employees may take at the occasion of birth or adoption of a child is twenty-four (24) weeks.
- 11.5.4** The FCM who intends to take a child care leave must inform the Company by written notice at least four (4) weeks in advance, except with valid exceptions. This notice must specify the duration of the leave.
- 11.5.5** The Company must be notified on time of any modification of the duration of the leave by written notice at least four (4) weeks in advance, except for valid exceptions.

11.6 Re-assignment and Change of Duties

- 11.6.1** A pregnant FCM or breast-feeding a child may, during a period beginning on the date of the pregnancy until the end of the twenty-fourth (24th) week following the delivery date, send a request to the Company to modify her duties or to re-assign her in another position if, because of her pregnancy or breast-feeding, the execution of her assigned professional duties may constitute a risk for her health, the health of the unborn child or the child.
- 11.6.2** The request of re-assignment or modification of duties must be tiled with a medical certificate signed by a physician, who is chosen by the FCM, attesting the duration of the possible risk and the ways to prevent it.
- 11.6.3** The Company will analyze the request in consultation with the FCM and, as much as possible, modify her duties or re-assign her while taking into consideration her experience, her training and the expected duration of the assignment,
- 11.6.4** The FCM may execute her assigned professional duties while the Company analyzes her request; however, if the risk of her professional duties requires it, the FCM is eligible to a leave of absence with pay, at her regular salary rate, until the Company modifies her duties, reassigns her or informs her, in writing, that it may be difficult to take similar measures.

11.6.5 The FCM who is informed that the modification of her duties or the re-assignment is not workable, is eligible to a precautionary cessation of work during the period mentioned on the medical **certificate** which she had submitted with her request.

11.6.6 The FCM whom duties have been modified or is **re-assigned**, is considered still occupying her position which she had at the time of her request and continues to receive her regular salary and all the benefits associated.

11.7 Precautionary Cessation of Work

11.7.1 The pregnant FCM or breast-feeding a child is eligible to a precautionary cessation of work when:

11.7.1.1 the Company informs her that the modification of her duties or the **re-assignment** is not workable according to the conditions stipulated in Article **11.6.5**, or

11.7.1.2 she provides the Company with a medical certificate duly signed by a physician of her choice attesting that she is **unfit** to work because of her pregnancy or breast-feeding her child and also of the duration of her disability, or

11.7.1.3 the pregnant FCM, in precautionary cessation of work, is eligible to a reduced salary equivalent to sixty-six and two-thirds. (**66 2/3%**) of her regular salary for a period of twelve (**12**) weeks, taken continuously and beginning on the date established at her convenience and for which she must have advised the Company at least four (**4**) weeks in advance. The cost is assumed in **equal** parts by the Company and the FCM's.

11.8 Notice

Up ~~part~~ from valid exceptions, the FCM who is entitled to a modification of duties, re-assignment or leave of absence is required to provide the Company **with** a written notice of any change in the duration of the leave of absence, the risk or the disability which are mentioned on the original medical certificate at least **two (2)** weeks in advance and forward a new medical certificate ~~attesting these changes~~.

11.9 Return from a Leave

When she returns from a maternity leave, the FCM returns to her position which she occupied prior to the beginning of her absence or her reassignment as long as her seniority allows it.

11.10 Benefits

Upon the duration of a leave, a m-assignment or **modification** of duties or a precautionary cessation of work according to this Article, the FCM:

11.10.1es to accumulate her **sickday** credits, her vacation days and her time of service, and

11.10.2ins her interline privileges, and

11.10.3 continues to be covered by the insurance plan provided for during the first thirty-one **(31)** days of her absence, on the condition that she pays her portion of the premiums. If the FCM desires to maintain her insurance cover (including the **salary** insurance) beyond this period, she must inform the Company in writing. In that case, she must pay her part of premiums before the beginning of her absence, by postdated checks. A FCM who desires to suspend her participation to the insurance plan must advise the Company in writing before the **beginning** of the absence, and

11.10.4es to benefit from the payments of the Company to her retirement plan as long as she pays her share of premiums, and

11.10.5ot accumulate the statutory holidays unless she is on m-assignment or modification of duties, and

11.10.6eligible to the allowances related to active service such as the allowances for dry-cleaning and shoes.

11.11 Leave Consequences

The FCM who takes a leave of absence according to this Section is admissible to all advantages of the collective insurance plan at the same conditions as any employee who is absent for illness.

11.12 Provisions of the Law

Notwithstanding the above, the provisions of this Section cannot, in any case, contravene the provisions of the Labour Laws on unemployment and the legislation governing maternity and child care leaves of absence.

12. UNPAID LEA YE

12.1 General

12.1.1 Unless there is an agreement otherwise between the Company and the Association, a FCM on unpaid leave cannot be in the employ of another air carrier who operates equipment on one or several of the routes served by Air Transat A.T. Inc:

12.1.2 The Company may offer two (2) types of unpaid leave:

12.1.2.1 subject to recall:

a FCM on unpaid leave subject to recall must upon the Company's request present himself for work prior to the expiry of his leave period: nevertheless, if the recall is for a period less than seven (7) calendar days, the FCM is not obliged to shorten his unpaid leave;

12.1.2.2 not subject to recall:

a FCM on unpaid leave not subject to recall is not required to shorten the duration of his leave except under the conditions of Article 12.1.6.

12.1.3 The Company is not required to agree to a FCM request to return to work before the expiry of his unpaid leave.

12.1.4 A FCM who does not return to work at the end of his unpaid leave or if one of the situations described in Articles 12.3.2 and 12.1.6 occurs, is considered to have resigned.

12.1.5 Prior to the date of the beginning of his unpaid leave, the FCM must choose one of the following options and inform the Company by completing the Request Form for Unpaid Leave (Appendix "F"), that is:

12.1.5.1 spend his Letter of Preferences (Appendix "E") for the duration of his unpaid leave period, or

12.1.5.2 in his Letter of Preferences (Appendix "E") in force during his unpaid leave period.

12.1.6 If the FCM maintains his Letter of Preferences (Appendix "E") active and is assigned a new position while on unpaid leave, the Company will advise him of the date he must return to begin training. The FCM will be paid at the rate established at the previous position he was occupying before the date of the beginning of his unpaid leave, commencing on the first day of the training.

- 12.1.7 A FCM who returns from an unpaid leave may occupy the same permanent position he held prior to the unpaid leave as long as his seniority number permits it.

12.2 Unpaid Leave not Subject to Recall

- 12.2.1 Upon the request of a FCM and the requirements of the department, the Company may grant an unpaid leave not subject to recall for personal reasons up to a maximum of six (6) months. This unpaid leave may be extended up to twelve (12) months maximum if the FCM has accumulated more than two (2) years of service.
- 12.2.2 The FCM who wishes an unpaid leave not subject to recall must complete the Request Form for Unpaid Leave (Appendix "F") and he must submit it to his immediate Supervisor at least thirty (30) days prior to the date of the beginning of the requested leave. The Company must give a written reply, with a copy to the Association, within fifteen (15) days of receiving the request. All the requests will be treated on a "first come, first served" basis. When several FCM request the same date or the same period, the Company will attribute the unpaid leave while respecting seniority.
- 12.2.3 A FCM on unpaid leave not subject to recall continues to be covered by the collective insurance plan at his own expenses for the first thirty-one (31) days of the leave. If the FCM wishes to maintain full coverage (including salary insurance) beyond this period, he must advise the Company in writing. In this case, he must pay the entire premiums before the beginning of the unpaid leave by submitting post-dated cheques for the premiums,

12.3 Unpaid Leave Subject to Recall

- 12.3.1 The maximum period of an unpaid leave subject to recall is thirty-one (31) days, subject to renewal.
- 12.3.2 A FCM on unpaid leave subject to recall must provide the Company, before the date of the beginning of his unpaid leave, a contact telephone number in the eventuality of a recall to work. A FCM must show for work within seven (7) days of being advised of the recall to work. However, in a spirit of collaboration, the FCM will endeavour to be available for work in as short a delay as possible.
- 12.3.3 A FCM on unpaid leave subject to recall continues to be covered by the collective insurance plan at his own expenses. However, in the event of a recall, the clauses of Article 25.1.1 apply starting from the first day of the unpaid leave.

12.3.4 Whenever the Company wishes to offer periods of unpaid leave subject to recall, the following rules apply:

12.3.4.1. the Company will advise via the chatterbox phone system of the CSD the following details: the date of the advisory message, the dates of beginning and ending of the proposed unpaid leave periods offered, the base, the **classification** and type of equipment affected;

12.3.4.2 the FCM who wishes to accept an unpaid leave subject to recall offered by the Company **must** complete the Request Form for Unpaid Leave (Appendix "F") and submit it to his **immediate** Supervisor within ten (10) days of the message advisory;

12.3.4.3 at the **expiry** of the ten (10) day submission period, the Company will assign the unpaid leaves while respecting seniority of the FCM's who have submitted a request.

12.3.5 Whenever a FCM requests an unpaid leave subject to recall and the Company has not made an offer of same, the following **rules** apply:

12.3.5.1 the FCM who wishes an unpaid leave subject to recall may complete the Request Form for Unpaid Leave (Appendix "F") and submit it to his immediate Supervisor at least thirty (30) days prior to the date of the beginning of the unpaid leave requested. The Company must give a written reply, with a copy to the Association, within fifteen (15) days of the receipt of the request form. All the requests will be treated on the "first come, **first** served" basis. In the event where several FCM's request the same date or the same period, the Company will respect seniority in attributing the unpaid leave.

13. PLANNING

The present Section concerns general rules for the creation and the assignment of flight blocks and reserve blocks. Specific **rules** concerning duty period, rest period, deadheading, length of the pairings **etc** are explained in Section 14, Working Conditions.

13.1 General

13.1.1 Subject to Articles 13.2.3 et 13.3.1, flight blocks are created by the Planning Department with the help of computer system to create **personalized** schedules PBS (Personal Bidding System). All schedules have to respect the applicable provisions of this Collective Agreement.

13.1.2 In order to permit to the FCM's to bid, computer terminals are available in sufficient number in crew rooms in **Mirabel**, Toronto and Vancouver. All FCM's may also bid and obtain their schedule via Internet.

13.1.3 The FCM Managers and Supervisors, the Manager of Flight Safety and the permanent named delegate of the Association, because of their functions, may select pairings with priority. They have until the 14th of the current month to do so and the list of these selected pairings must be accessible via Internet as well as posted in crew rooms.

13.1.4 In order that a FCM can plan his schedule, the Flight Operations Department has to inform him if he is in training during the next month, not later than the 13th of the current month. A message indicating the dates and the type of training is to be sent to his voice mail.

13.2 Creation and Selection of Pairings

13.2.1 The pairings are created by the Planning Department for each home base and have to be accessible by Internet as well as posted in crew rooms beginning on the 11th of the current month. The Company endeavours not to modify the pairings during the bidding period. A list of pairings which have been modified, taken off or added must be available by Internet as well as posted in crew rooms. This list has to be updated not later than the 20th of the current month at 5:00 o'clock p.m., local time.

13.2.2 The per **centage** of overseas flights offered to **FCM** whose home base is Toronto, has to reflect the per **centage** of all overseas flights from this base for the month. The same dispositions are applicable for **the** Vancouver base.

13.2.3 If a home base is composed of less than four (4) **FCM** of the same classification, the Planning Department will **create** flight blocks for those **FCM** and will endeavour hard to respect their bid.

13.3 Flight Block Parameters

13.3.1 The monthly requirements for flight blocks are **85** **FTC** per **FCM**.

13.3.2 According to operational needs, a **FCM** may have a flight block assigned up to **90** **FTC**.

13.3.3 Subject to Article 13.3.4, no flight block will comprise more than **90** **FTC**.

13.3.4 A **FCM** waive the provisions of Article 13.3.3 if he indicates in his bid that he accepts that his flight block **totalize** more than **90** **FTC**.

13.3.5 Plight blocks cannot consist of more than eight (8) consecutive days of work.

13.3.6 Notwithstanding Article 13.3.5, a **FCM** may be assigned a **flight** block consisting m more than eight (8) consecutive days of work up to a maximum of fourteen (14) days of work in order to execute a subcontract. In such case and after this period, the **FCM** is eligible for the following **GDO's**:

<i>Number of Days</i>	<i>Total GDO's</i>
9 days	3 GDO's
10 days	4 GDO's
11 days and more	5 GDO's

13.3.7 Notwithstanding Article 13.3.5, a **FCM** who has to be in training to qualify on another **type** of equipment may be called to leave his home base for extended periods and, consequently, work more than **eight** (8) consecutive days. In such case, **the** **GDO's** he cannot take because of his absence will be transferred during the period of thirty (30) days before his departure and/or thirty (30) days alter his return. The **FCM** is not eligible to extra allowances for these **IOU**.

13.3.8 Flight blocks may be composed of reserve periods subject to the following conditions:

13.3.8.1 A maximum of fifteen per cent (15%) of the flight blocks may consist in one (1) reserve period (rounded up);

Example: 34 Captains B-757 x 15% = 5.1, means that 6 Captains may have a reserve period inside their flight block

13.3.8.2 Blocks stipulated in Article 13.3.8.1, cannot consist of more than one (1) reserve period which has to be executed at the home base of the FCM. CSD attributes this period in reverse order of seniority.

13.3.9 The flight block of the FCM is composed with ten (10) GDO's for a complete month of active service. When it is expected that the FCM will not be in active service during a complete month, GDO's are attributed in proportion of the time of active service expected for the month. GDO's are grouped by period of 48:00 hours (2 GDO's) and 72:00 hours (3 GDO's). These periods are distributed as follows:

13.3.9.1 periods of 48:00 hours, or

13.3.9.2 periods of 72:00 hours.

13.3.10 are identified with an "X" on the flight block of the FCM.

13.3.11 the flight block of the FCM is composed of a duty period the day before the GDO's, this period has to be planned to finish at the latest at 23:59 h, local time, at the home base of the FCM.

13.4 Reserve Block Parameters

13.4.1 The reserve block is created by the Company and published with the monthly pairings. A reference number identifies each block; this number is used for bidding in PBS system.

13.4.2 The reserve block is composed of four (4) GDO's and eight (8) FDO's. The GDO's are distributed in two (2) periods of 48:00 hours. The FDO's are distributed in two (2) periods of 72:00 hours and one (1) period of 48:00 hours and are identified with an "F" on the reserve block.

13.4.3 The reserve block must be composed of at least one weekend during which the FCM is on GDO's.

- 13.4.4** The reserve block may consist of a maximum of eight (8) reserve days to be executed outside the home base of the FCM. Those reserve days are executed at the permanent base during a maximum period of four (4) consecutive calendar days and the FCM is eligible to the credits and per diem applicable to pairings during these periods.
- 13.4.5** The reserve block must indicate the days during which the FCM is on reserve and also, the applicable time period of the reserve.
- 13.4.6** The reserve block may not consist of more than eight (8) consecutive reserve days.

13.5 Bidding Period and Publication of the Blocks

- 13.5.1** The bidding period begins on the 13th day of the month at 12:00 h, local time, until the 21st of the current month at 12:00 h, local time.
- 13.5.2** The PBS system creates flight blocks respecting the bids and the seniority number of the FCM. Reserve blocks are **attributed** by seniority. In the event that no FCM bids for reserve blocks, these blocks are attributed by reverse order of seniority. However, the FCM who has less than 150:00 hours of flight on his **type** of equipment cannot obtain a reserve block.
- 13.5.3** Both flight blocks and reserve blocks are published and are available by Internet or via computers in crew rooms on the 25th of the current month at 5:00 h p.m., local time **of Montréal**.
- 13.5.4** The GDO's which appears on either the flight block or the reserve block of the FCM at the time of publication cannot be displaced unless first obtaining an agreement between the FCM and the Company.

13.6 PBS Committee

- 13.6.1** The Company **recognizes** the creation of a PBS committee which is composed of one FCM per type of equipment.
- 13.6.2** The members of this PBS committee shall receive a complete training on the operating system given by the PBS conceptor.

13.6.3 In order that this committee ensures a follow-up, the members will hold, if necessary, a meeting every two months and will be flight **released** for this occasion. They are eligible for credits for Association business as per Article 14.16.1 for each day given over to training or meetings. The mandate of the committee is as follows:

13.6.3.1 that the pairings respected the provisions of this Collective **Agreement**, and

13.6.3.2 in collaboration with the Planning Department, the FCM complaints concerning PBS, and

13.6.3.3 ensure that the creation of the flight blocks and reserve blocks **respects** the provisions of this Collective Agreement. For this purpose, two (2) representatives of the committee will be released and be present at the Planning Department the day of the publication of the blocks. The Planning Department has to inform them, in writing, of the parameters and restrictions which have been introduced in the system for the current month. Then the blocks are reviewed, together with the Company, before being transmitted to the FCM. If an error occurs, it will be immediately corrected by the representatives of the PBS committee.

If, in order to correct the error, a **re-optimization** is needed, the two (2) parties will jointly decide on its merits and take into account alternative solutions. In the event that the **re-optimization** will delay the publication of the blocks, the FCM's will be advised by CSD via their chatterbox.

It is agreed that twelve (12) months **after** ratification of this Collective Agreement. the PBS committee, the Association and the Company will jointly evaluate if it's still pertinent that the members be present at the time of publication of the blocks.

14. WORKING CONDITIONS

14.1 Permanent Base and Home Base

- 14.1.1** The Company operates three (3) permanent bases: Montreal (Mirabel and Dorval), Toronto and Vancouver.
- 14.1.2** The Company recognizes three (3) home bases: Montréal, Toronto and Vancouver.
- 14.1.3** Upon hiring, the new FCM is assigned by the Company at one of those three (3) home bases.

14.2 Temporary Base

- 14.2.1** When the Company opens a temporary base, it may be operated only for a period maximum of six (6) consecutive months.
- 14.2.2** The assignment of FCM to a temporary base will be on voluntary basis respecting seniority and is limited to ten per cent (10%) of all FCM's. If there are insufficient volunteers, the assignments will be filled by pairings while respecting the home base of the FCM's, or by assigning temporary FCM's.

14.3 Duty Period

Refers to a period of continuous time during which a FCM operates a flight or deadhead or a combination of both.

14.4 Length of Duty Period

Refers to the total elapsed time starting at the time the FCM is required to be present for work to start a duty period and ending at the time the duty period ends, as per specifications established in Article 14.6.

14.5 Flight Service Time

During the course of a duty period, when a FCM operates a flight, the flight service time for this period starts when the FCM transfers for work to operate a flight or a deadhead before flight and ends 0:15 hour after shutdown at the end of the last flight.

14.6 Beginning and End of Duty Period

The beginning and the end of a duty period vary in accordance with the assignments as per the chart below:

Assignment	Beginning of the Period		End of the Period
	Continental Flight¹	International Flight²	
Flight	1:00 hour before scheduled departure time	1:20 hour before scheduled departure time	0:15 hour after "block-in" at final destination
D/H by air	0:30 hour before scheduled departure time		0:15 hour after scheduled arrival time
Land D/H³ (more than 1:00 hour)	At scheduled departure time		Upon arrival at home base or at rest facilities

Continental Flight¹: Refers to flights within Canada, to and from the United States (except Hawai), the Caribbean, Mexico, Central America, Venezuela and Colombia.

International Flight²: All other flights.

Land D/H³: Only land D/H with planned period of more than 1:00 hour are to be calculated in the length of a duty period.

Example of calculation of the length of a duty period

Land D/H	YMX-YUL	1530Z - 1610Z
D/H by air	YUL-YYZ	1700Z - 1810Z
Flight	YYZ-POP-YYZ	2000Z - 0525Z
Rest		
Beginning of the Duty Period	1630Z	
End of the Duty Period	0540Z	
Duration of the Duty Period	13:10 hours	

NOTE: If D/H between YMX-YUL does not exceed 1:00 hour, it is not included in the length of the duty period.

14.7 Planning of Duty Time

14.7.1 The maximum duration planned for flight service time and duty period are as follows:

	Maximum Duration Planned	
	Flight Service Time	Duty Period
Regular crew	14:00 hours	15:00 hours
Augmented crew	15:00 hours	15:00 hours

Note: To clarify the concept of flight service time and duty period, it is important to note that the time associated with D/H after a flight is included in the duration of the duty period but not in the flight service time.

14.7.2 Notwithstanding the maximums specified in Article 14.7.1, a duty period ending with a D/H to return a FCM to his home base, may have a maximum duration planned of 17:00 hours. However, if the FCM has the opportunity to **return** to his home base before what was scheduled in his **original** pairing because of unforeseen operational circumstances (delay, unscheduled **ferry** flight **etc**) or because he accepts to go **over** the maximum of 17:00 hours, he may do it if he respects the following conditions:

14.7.2.1 the FCM has to advise CSD of his intentions and wait to receive **authorization** from this department which may not **refuse** without good reasons related to flight operations, and

14.7.2.2 the D/H of the FCM does not generate additional charges to the Company, and

14.7.2.3 this clause is applicable for D/H executed from a permanent base

It is agreed that when the length of a pairing is shorten by a FCM, his per diem stops and is not accumulated when he returns to his home base, and Articles 14.8.3 et 14.10.4 are not applicable.

14.8 Extended Duty Period

14.8.1 When a FCM expects that his flight **service** time **will** exceed 14:00 hours (15:00 hours with augmented crew) because of unforeseen operational **circumstances**, the decision to continue **beyond** these limits is left to his own individual discretion. **If he accepts**, he may extend his night **service** time up to a legal limit of 17:00 hours (18:00 with augmented crew).

14.8.2 When a FCM expects that the length of a duty period will exceed 15:00 hours because of unforeseen operational **circumstances**, without exceeding the limit of Flight **service** time stipulated in Article 14.7.1, he has to stay on duty until he reaches the maximum of 17:00 hours.

14.8.3 When a duty period ends at the home base of the FCM exceeds 16:00 hours because of unforeseen operational **circumstances**, the FCM is eligible, at his request, to a hotel **accommodations** upon arrival at his home base, paid by the Company.

14.8.4 Following an unforeseen operational circumstance, when the duty period ends 2:00 hours or less into the beginning of a GDO, the FCM is eligible to his complete period of GDO's from the time scheduled at the end of his duty period.

14.8.5 Following an unforeseen operational circumstance, **when** the duty period of a FCM ends more than 2:00 hours into the beginning of a GDO, this GDO will be replaced by an IOU as per the **first** of the following options available:

14.8.5.1 if the flight block of the FCM for the current month or the next month (if published) consists of one or more white days, the IOU replaces one of these days at the choice of the FCM. However, the FCM is not **required** to reschedule his IOU on a white day if it's not combined with a period of GDO's or vacation days, or

14.8.5.2 option described in Article 14.8.5.1 is not available, the IOU is put within the bank of GDO's for the next month and the FCM has then three (3) periods of 3 GDO's and one period of 2 GDO's at the time of bidding.

14.9 Flight Delays

14.9.1 When **this** FCM is advised of delayed departure and has not left his rest facilities, the beginning of the duty period will be delayed according to the new flight departure time or D/H he had to execute, up to a maximum of 3:00 hours. If the delay exceeds 3:00 hours, the duty period will be considered to have begun 3:00 hours after the original time the FCM was required to show for work.

14.9.2 When a FCM arrives at work without being advised of the delay, the duty period begins at the **original** time scheduled.

14.9.3 When the Company needs to advise a FCM of a delay, the Company must **refrain** from disturbing the prone rest period of the FCM between 11:00 hours and 3:00 hours before the original departure time.

14.9.4 When delays have the result to postpone the arrival of the FCM of more **than** 3:00 hours to his home base at the end of a pairing, the FCM may require **from** CSD to advise, as per his instructions, the persons so designated by the FCM of the delay.

14.10 R&Period

14.10.1 The duration of the rest period is the interval between two (2) duty periods.

14.10.2 The minimum duration of the rest period varies in accordance with the preceding duty period and the location of the rest facilities. In all cases, the duration of the rest period shall permit the FCM to sleep at his rest facilities for a minimum of eight (8) uninterrupted hours plus a suitable time for meals, personal hygiene and transportation to and from the work location.

14.10.3 Minimum duration of the rest period

14.10.3.1 at the home base of the FCM

<i>Duty Period Preceding the Rest Period</i>		
<i>Beginning of the Period (local time)</i>	<i>Time Lag</i>	<i>Minimum Rest Period</i>
0000 h – 2359 h	3:00 hours and less	15:00 hours
	more than 3:00 hours	24:00 hours

14.10.3.2 notwithstanding the minimum rest periods stipulated in Article 14.10.3.1, a FCM who is returning to his home base after having executed a pairing composed of duty periods with time lag exceeding 3:00 hours, is eligible for a rest period of 24:00 hours minimum;

14.10.3.3 outside the home base of the FCM

<i>Duty Period Preceding the Rest Period</i>		
<i>Beginning of the Period (local time)</i>	<i>Time Lag</i>	<i>Minimum Rest Period</i>
0500 h – 1700 h	3:00 hours and less	11:00 hours
1701 h – 0459 h	3:00 hours and less	12:00 hours
0000 h – 2359 h	more than 3:00 hours	12:00 hours

14.10.4 Following an unforeseen operational circumstance, when the duration of a duty period exceeds the maximum duration planned as per Article 14.7.1, the minimum rest period which is following has to be augmented by the number of hours which exceeded the maximum duration planned.

14.11 Pairings

14.11.1 The pairings are created and published by the Planning Department. 1 the pairings must respect the dispositions of this Collective Agreement.

14.11.2 Subject to Article 14.11.3, the maximum duration of pairings is eight (8) consecutive calendar days.

14.11.3 Maximum duration of pairings during which the FCM is assigned for a subcontract is fourteen (14) consecutive calendar days.

14.12 Availability of FCM on Pairing Outside Canada

A FCM away on a pairing outside Canada who is not in his hotel room between 5:00 h and 6:00 h p.m. and between 8:00 h and 9:00 h a.m., local time, has to check at least once during these periods with the hotel reception if the CSD has left him a message. It is agreed that the FCM does not have to check his messages if this verification period falls during his rest period immediately before or after a duty period. In the event that CSD assigns a FCM away on a pairing one or more flights other than those scheduled in his pairing from his home base, the FCM is required to accept this assignment. Then, he will inform CSD of the time he will be available to show at work. In all cases, in a spirit of collaboration, the FCM will take into account the assignment requested and his ability to operate a flight in the requested delays, in order to minimize operational impacts. The FCM is eligible to FTC applicable to modified pairings as per Article 14.20.3.

14.13 Reserve Block

14.13.1 Each type of equipment, the number of crews holding a reserve block varies in accordance with the number of crews holding a flight block as per the following chart:

<i>Crews holding a flight block</i>	<i>Minimum crews holding a reserve block</i>
Up to 25 crews	1 crew
26 à 45 crews	2 crews
46 and more crews	3 crews

14.13.2 must be able to contact the FCM by telephone or pager at all times during his reserve period, and also during his rest period preceding his reserve period. However, the FCM is not required to answer and the Company cannot interrupt the rest period which falls during a GDO, a FDO or a vacation day. The FCM must ensure that phone numbers, principal and temporary as well as pager numbers are kept up to date in his voice mail.

Example: The FCM is on holiday on Thursday and on reserve on Friday from 4:00 h a.m. to 4:00 h p.m. His rest period is from 8:00 h p.m. on Thursday to 4:00 h a.m. on Friday. The Company cannot interrupt his rest period before 00:01 h on Friday morning.

- 14.13.3 If CSD cannot contact a FCM on reserve after three (3) consecutive calls within an interval of ten (10) minutes between each call, this FCM is considered to be not available.
- 14.13.4 When a FCM on reserve is advised to operate a pairing, he has 2:00 hours to present himself at work.
- 14.13.5 Reserve periods are made up of 12:00 hours periods. It is indicated on the reserve block of the FCM at what time this period begins and ends.
- 14.13.6 During the 8:00 consecutive hours prior to the beginning of this reserve period, the FCM is considered his rest period. However, a maximum of 4:00 hours of rest period may be planned during a GDO, a FDO or a vacation day.
- 14.13.7 The rest period cannot vary more than 3:00 hours before or after, according to the preceding rest period of over 8:00 hours in six (6) consecutive days.
- 14.13.8 When the Company interrupts the rest period, the FCM on reserve has 2:00 hours to show for work; the Company cannot assign the FCM a duty period exceeding 10:00 hours.
- 14.13.9 When a duty period is assigned to a FCM on reserve, this duty period must end at the latest at the time of the beginning of his preceding rest period began.
- Example: A FCM is on reserve from 6:00 h a.m. to 6:00 h p.m. His rest period is from the previous evening at 10:00 h p.m. to 6:00 h a.m. the day of the reserve. If the Company assigns to this FCM a duty period, this duty period must end at the latest at 10:00 h p.m. the day of the reserve.*
- 14.13.10 When CSD assigns a pairing to a FCM on reserve, the FCM may refuse the assignment if the duty period begins more than 2:00 hours after the end of the reserve period.
- 14.13.11 A FCM on reserve is not required to execute a pairing for which the scheduled return exceeds 2:00 h a.m., local time, the day of a GDO. If he accepts, the provisions of Article 14.14 are applicable.

14.13.12 SD assigns to a FCM on reserve a pairing which has the effect to make him work during a FDO, the FCM cannot refuse this assignment. This FDO is postponed to the next current month, combined with a period of monthly holidays. However, in all times, the FCM is scheduled for twelve (12) days off per month. The incentive stipulated in Article 14.14.2 is not applicable for FDO. However, if a FCM on reserve accepts to have less than twelve (12) monthly days off in accordance to a demand of the Company, he will receive this incentive for each working day under his minimum guaranteed.

Example: At the end of the month, a FCM has obtained ten (10) days off. He will then receive an incentive for the two (2) days under his minimum guaranteed.

14.13.13 When several FCM's are on reserve during the same period, CSD must call the most senior first. This senior FCM may refuse the assignment as long as this choice do not generate overtime for a junior FCM.

14.13.14 When several FCM's are on reserve during an overlap period, I assign the pairing to the FCM with the most residual time left on reserve.

14.13.15 See that the dispositions applicable to the reserve period inserted into a flight block are the same as those stipulated in this Section.

14.14 Work during Day Off

For the purpose of the Article, the term day off refers to GDO or vacation day.

14.14.1 If the Company requests from a FCM to work on his day off, and he accepts, this FCM may choose one of the following options:

14.14.1.1 his day off at a later date (IOU), or

14.14.1.2 his day off and receive money compensation.

14.14.2 Criteria concerning the postponement of a day off as per Article 14.14.1.1 are the following:

14.14.2.1 If a flight block of the FCM for the current month or for the next month (if published) consists of one or more white days, the IOU replaces one of these days at the choice of the FCM. However, the FCM is not required to re-schedule his IOU on a white day if it is not combined with a period of GDO's or vacation days, or

14.14.2.2 if the option described in Article 14.14.2.1 is not available, the IOU is put within the bank of GDO's for the next month and the FCM has then three (3) periods of 3 GDO's and one period of 2 GDO's at the time of bidding.

14.14.3 criteria concerning monetary compensation stipulated in Article 14.14.1.2 are the following:

14.14.3.1 the FCM is remunerated at time and a half of his hourly rate for each FTC accumulated during the days off he has been working on, **notwithstanding** the total of FTC accumulated during this month. In all cases, the FCM receives a minimum of 4 FTC per working day, **remunerated** at time and a half, and

14.14.3.2 accumulated and remunerated during these working days off are not calculated in the monthly totals of the FCM.

14.14.4 When a FCM accepts to operate a pairing during his days off and for that reason he cannot perform a pairing previously scheduled in his flight block, he loses the FTC for the pairing he could not perform.

The following examples are used to clarify the Article 14.14.3.

Example 1: A FCM has a monthly flight block of 83 FTC. He accepts to work during a GDO and is credited 7 FTC for this working day. He receives his regular salary for the month plus an incentive of 7 FTC remunerated at time and a half.

Example 2: The flight block of a FCM expected him to be on GDO's on Tuesday and Wednesday and to execute a pairing from Thursday to Sunday. The FCM accepts to work during his 2 GDO's and he executes the following pairing:

Tuesday:	YMX-CDG	Departure time: 10:00 h, p.m. (local time)
Wednesday:	CDG	Arrival time: 5:00 h a.m., (Montréal local time)
Thursday:	CDG	
Friday:	CDG-YMX	

In addition to his regular salary, the FCM receives the following incentive:

Tuesday:	4 FTC (minimum per day per each working day off)
Wednesday:	5 FTC (flight hours)
TOTAL:	9 FTC (remunerated at time and a half)

For the calculation of overtime payable to the FCM, the FTC accumulated for Thursday and Friday are calculated in his monthly totals. However, the 9 FTC accumulated for Tuesday and Wednesday won't be accumulated.

14.15 Work during White Day

14.15.1 CSD needs to assign a pairing to a FCM in replacement of a white day, the following dispositions must be applied:

14.15.1.1 if a FCM is away on a pairing, CSD must leave a message in his voice mail. According to Article 14.19.6, the FCM must verify his messages at the termination of a pairing and, subject to Article 14.15.1.3, must **accept** to execute the pairing assigned, or

14.15.1.2 if the result of this assignment prevents the FCM from operating a subsequent scheduled pairing, he receives the higher FTC's of the two pairings, or

14.15.1.3 if this assignment has the result of having the FCM work on a day off, he may refuse. If he accepts, the provisions in Article 14.14 apply.

14.16 Flight Time Credits (FTC)

14.16.1 determine the remuneration to which a FCM is eligible, the Company will calculate the monthly total of FTC's accumulated by the FCM. The FTC's are accumulated as per the following chart:

<i>Activities</i>	<i>FTC</i>
Flight Time	100% of Flight Time is converted into FTC
D/H by air (except D/H between Montréal and Toronto)	50% of Planned Flight Time is changed into FTC
Land D/H	50% of Planned Flight Time is changed into FTC
Simulator Training	4 FTC / session
Ground Training	4 FTC / day
Flight Training	4 FTC / day
Minimum per pairing	4 FTC
Sick Leave or Injury	4 FTC / day
Vacation	4 FTC / day
Reserve	3.33 FTC / day
Association Business	4 FTC / day
A FCM who shows for work and whose flight is cancelled or is executed by another FCM	4 FTC

~~14.16.21~~ who operates a pairing receives in FTC the higher of:

~~14.16.2.1~~ the total of FTC's for the flight time executed during the pairing, or

~~14.16.2.2~~ the total of **FTC's** for the flight time executed during the pairing plus the total of FTC's for **D/H** executed during the pairing, or

~~14.16.2.3~~ 1 FTC for each 6:00 hours during which the **FCM** is on pairing. The length of the pairing is **calculated** as follows: elapsed time between the time **from** which the **FCM** shows for work to begin his pairing and the time **from** which he begins his rest period at his home base at the end of the pairing+ or

~~14.16.2.4~~ 4 FTC's

~~14.16.3~~ total amount of FTC's accumulated during a duty period which **overlapping** two (2) months is awarded to the month during which the duty period had begun as per local time.

14.17 Deadheading (D/H)

~~14.17.1~~ to **Article 14.17.2**, a D/H immediately before or after a flight may be scheduled as long as the maximum length permitted for the planning of this duty period do not **exceed**.

~~14.17.2~~a duty period with time lag over 3:00 hours consists in two (2) or more scheduled flight segments, no D/H can be planned after the flight **unless** this D/H is executed to return the **FCM** to his home base.

~~14.17.3~~a pairing ends with a D/H, the Company will endeavour to schedule this D/H within the last duty period during which the **FCM** executes a flight, as long as this scheduled period do not exceed 17:00 hours. If the **FCM** cannot **return** to his home base on Company's network within the period of 17:00 hours, the Company is not required to schedule the D/H on another carrier. However, the Company will schedule the **D/H** to return the **FCM** to his home base not later than the next calendar day.

14.18 Subcontracts

14.18.1 The assignment of FCM's for subcontracts is made as per the following criteria:

14.18.1.1 **the** Company must inform all FCM's that crews are required to **fulfil** duty for a subcontract by sending a message via the CSD chatterbox system. The message must contain the following information: type of **equipment**, number of crews required, destination and duration of the subcontract;

14.18.1.2 subject to Article 14.18.1.3, if the FCM is interested to execute a subcontract, he must indicate it in his monthly bid (PBS);

14.18.1.3 there is not enough time for the FCM to bid via PBS, he must inform CSD of his intentions. CSD must attribute the subcontract by seniority, no matter which flight block the FCM is holding. However, the Company may not **respect** the seniority when the following situations occur:

14.18.1.3.1 **the** FCM is already away on a pairing while the subcontract begins;

14.18.1.3.2 **the** delay between obtaining information **about** the subcontract and the first flight of the subcontract is less than 72:00 hours;

14.18.1.4 FCM volunteers to operate a subcontract and, because of the assignment, he loses his GDO's or vacation days scheduled in his flight block, the provisions of Article 14.14 are not applicable. Those lost days off are replaced the next month by IOU's. If those days off are not replaced or postponed the next month, the FCM is remunerated as per the provisions in Article 14.14.

14.18.2 The provisions of this Collective Agreement remain in force throughout any subcontracts. However, if needed, it is agreed that the Association and the Company may negotiate by Letter of Understanding **special** conditions for each subcontract.

14.18.3 When the conditions of a subcontract require a Letter of Understanding to depart from the provisions of this Collective Agreement, a FCM may refuse the assignment unless he is the most junior.

14.18.4 The costs for vaccination and/or visas needed to execute the subcontracts are at the expense of the Company.

14.19 CSD (Crew Scheduling Department)

- 14.19.1** All employees of CSD must pursue and pass **successfully** a training program on applicable Canadian Aviation Regulations (CARS) and this Collective Agreement.
- 14.19.2** A dedicated telephone line for the exclusive use of the FCM's will be available in order to facilitate the contact, at all times with the CSD staff assigned to FCM's.
- 14.19.3** Before the beginning of his pairing, the FCM must **confirm** via the CSD chatterbox system that he will be present at work. The call must be placed between **3:45** hours and **2:00** hours before the scheduled departure time of the flight or D/H.
- 14.19.4** When a FCM is away on a pairing, CSD is responsible to advise him of either a delay or change to his pairing.
- 14.19.5** When the FCM returns to his home base at the end of a pairing, he must consult his voice mail and check **his** messages **from** the CSD.

14.20 Re-Assignment / Changes to a Pairing

- 14.20.1a** pairing is removed **from** a flight block for the purpose of training or evaluation and is given to another FCM, the FCM displaced receives the FTC's applicable to the whole pairing as per Article 14.16.2.
- 14.20.2a** pairing is removed **from** a flight block, CSD has the following options:
- 14.20.2.1** the FCM is he reassignable. In that case, the FCM must contact CSD between 6:00 h p.m. and 8:00 h p.m., local time, the evening preceding the days he was supposed to go away on a pairing and this, in order to check if his availability is required for the next day. If he is needed, CSD may assign him on duty commencing no sooner than 6:00 h a.m., local time, the next day. The FCM must **consult** his voice mail on the last day as he would do it at the end of a pairing, in order to check messages from CSD. This verification must be done between 6:00 h p.m. and 8:00 h p.m., local time. A FCM who is reassignable receives the **FTC's** for the pairing he was supposed to execute or for the new assigned pairing the higher of the two, or

14.20.2.2 subject to Article 14.20.1, if CSD informs the FCM that he is not re-assignable, he doesn't receive the FTC's for the cancelled pairing. The days during which he was supposed to be away on the pairing are changed into white days, or

14.20.2.3 FCM shows up for work and CSD informs him that his pairing is cancelled, the FCM receives 4 FTC for the day. If CSD advises the FCM he is reassignable, he is eligible to FTC as stipulated in Article 14.20.1.

14.20.3 If the pairing of the FCM has been modified after publication of the flight blocks, he is eligible to FTC's for the greater of the original pairing or the modified one.

15. PER DIEM AND EXPENSES BORNE BY THE COMPANY**15.1 Per diem**

15.1.1 Subject to Article 15.1.2, a FCM absent from his home base for training or to execute a pairing, receives per diem allowances as per his hourly rate for the duration of his absence period. This hourly rate is payable from the scheduled or actual departure time or the D/H at the beginning of the absence period, the first of either these two (2) events having occurred until the actual flight arrival time or the D/H at the home base of the FCM at the end of the absence period. In the case of unforeseen operational circumstances, the Company may ask a FCM to go waive his minimal rest period at his home base. If he accepts, he is eligible to a room hotel and to per diem for the duration of his absence period.

15.1.2 Only pairings which include at least a period on the ground of 4:00 continuous hours and more (block to block) are eligible for per diem. When a training program causes a FCM to leave his home base for a period of more than thirty (30) consecutive calendar days, the Association will negotiate a special hourly per diem rate for this occasion.

15.1.3 The FCM who begins a pairing with a duty period which ends outside Canada, receives the outside Canada rate until the end of the next duty period which ends in Canada. If, at this point, the FCM is still on his pairing, then he receives the Canada rate until the end of his pairing or the beginning of another duty period ending outside Canada.

Example: Pairing for a FCM based in YMX

<i>Pairing</i>	<i>Duty Period</i>	<i>Hourly Rate</i>
<i>Day 1</i>	<i>YMX-YYZ-YHZ-YYZ</i>	<i>Canada</i>
<i>Day 2</i>	<i>YYZ-YVR-YYZ</i>	<i>Canada</i>
<i>Day 3</i>	<i>YYZ-LGW</i>	<i>Outside Canada (from departure at YYZ)</i>
<i>Day 4</i>	<i>LGW</i>	<i>Outside Canada</i>
<i>Day 5</i>	<i>LGW-YYZ-YMX</i>	<i>Outside Canada (until block-in at YMX)</i>

15.2 Hourly Rate

<i>Effective Date</i>	<i>Canada</i>	<i>outside Canada *</i>
01-01-98	2,75 \$	3,25 \$
01-06-99	2,75 \$	3,50 \$
01-07-00	2,75 \$	3,60 \$
01-07-01	3,00 \$	3,75 \$
31-10-01	3,25 \$	4,00 \$

* Asia is not included for the per diem outside Canada

15.3 Subcontract

A FCM who operates a subcontract with a scheduled duration exceeding eight (8) calendar days, receives the following per diem for the entire duration of his pairing.

<i>Effective Date</i>	<i>Per diem</i>
01-01-98	3,25 \$ U.S.
01-06-99	3,50 \$ U.S.
01-07-00	3,60 \$ U.S.
01-07-01	3,75 \$ U.S.
31-10-01	4,00 \$ U.S.

15.4 Expenses Borne by the Company

15.4.1 The cost of endorsements, renewal of licences and passport fees, visas and any other legal documentation required for the exercise of FCM duties, is paid one hundred per cent (100%) by the Company.

15.4.2 When a FCM is on Company assigned duty and his baggage is lost or stolen, the Company will reimburse the FCM up to five hundred dollars (\$500.00) for the replacement of the content. In the case of temporary loss of baggage, the FCM will be reimbursed, upon presentation of receipts, one hundred dollars (\$100.00) the first day and fifty dollars (\$50.00) for each subsequent day up to a maximum of three hundred dollars (\$300.00).

15.4.3 The Company provides free parking in a safe environment at each operating base.

15.5 Eligibility to Moving Allowances

15.5.1 Each FCM who has more than three (3) years of active service and is transferring voluntarily from his home base to another, is eligible to moving allowances.

15.5.2 Any FCM who is transferred **from** one base to another following an assignment by the Company is eligible to moving allowances.

15.6 Moving Allowances

A FCM who is eligible, will receive the following moving allowances.

15.6.1 Flight transportation for the FCM and his immediate family between the original base and the new one. Both the FCM and his spouse are eligible to two (2) return flight tickets each between the original base and the new one.

15.6.2 Expenses related to transportation of FCM automobiles are paid by the Company. The Company establishes the method of transportation to be used. If the FCM has to drive his vehicles, he is eligible to \$0.30/km.

15.6.3 The FCM is eligible to domestic per diem for a two (2) week period at his new base.

15.6.4 'When necessary, the Company provides hotel accommodations to the FCM and his family during a maximum of two (2) weeks at the new base.

15.6.5 The FCM is eligible to five (5) additional monthly days off to settle in his new base.

15.6.6 The Company pays the cost related to the moving of FCM **furniture** and personal effects. The Company **will** choose the moving company and will be billed directly. The type of moving is a specific one, "turn key", with packing and unpacking service, to be executed by an established moving company.

15.6.7 Other fees related to FCM **relocalization** (notary **fees**, taxes, lease cancellation, public services **etc**) are reimbursed by the Company upon presentation of receipts up to a maximum of thirty five per cent (35%) of moving fees stipulated in Article 15.6.6.

15.6.8 The total moving fees **defined** in Articles 15.6.6 and 15.6.7 is assumed by the Company up to a **bruit** of six thousand dollars (\$6,000.00) to transfer from **Montréal** to Toronto or **from** Toronto to Montreal and, of twelve thousand dollars (\$12,000.00) to transfer **from Montréal/Toronto** to Vancouver or **from** Vancouver to **Montréal/Toronto**. Moving allowances granted for a voluntary transfer of home base must be **amortized** by the FCM over a twelve (12) month period. If the FCM obtains a new voluntary transfer of home base during this twelve (12) month period, he will have to reimburse the Company in proportion to the time left for this period.

16. HOTEL ACCOMMODATIONS AND TRANSPORTATION

16.1 Hotel Accommodations

- 16.1.1** When a duty period consists of a period on the ground of 5:00 hours and more (block to block), the FCM is eligible, at his request, to a private hotel room provided by the Company.
- 16.1.2** The Company provides a private hotel room to the FCM who is outside his home base with a rest period which length is equal or greater than the minimum rest periods stipulated in Article 14.10.
- 16.1.3** The hotels **utilized** by the FCM must be approved by the Hotel Accommodation Committee of the Association.
- 16.1.4** During a layover which scheduled length is 20:00 hours and more (block to block), the hotel must be located in the main city served by the departure or arrival airport. The FCM must be provided with a private room, soundproofed, well ventilated and **equipped** with mechanism of control of temperature and lightning.

16.2 Hotel Accommodation Committee

- 16.2.1** The Company **recognizes** the creation of a Committee for Hotel Accommodations composed of two (2) FCM's. This **committee** has the mandate to:
- 16.2.1.1** FCM's comments concerning the hotels **utilized**, and
- 16.2.1.2** the Company of complaints given by the FCM's, and
- 16.2.1.3** ensure that the hotels **utilized** respect established criteria, and
- 16.2.1.4** a change of hotel when it does not correspond to established criteria.
- 16.2.2** The Company agrees to release the members of the Hotel Accommodation Committee when meetings with the Company are needed and the released FCM's shall be credited for Association business as per Article 14.16.1 for each day **released**.

16.3 Selection Committee

When a change of hotel is requested or a new destination is served by the Company, the parties agree on the following dispositions:

- 16.3.1** a Selection Committee composed of a FCM (member of the Hotel Accommodation Committee or designated by this committee) and a CCP (Cabin Crew Personnel) is created;
- 16.3.2** the members of this Selection Committee visit the hotels selected beforehand by the Company and evaluate them with the Evaluation Grid (Appendix "G"). Then, the **committee** meets to choose the hotel which will be **utilized** for each destination:
- 16.3.3** the Company agrees to release the member of the Selection Committee to visit the hotels and participate to the meetings of this committee. When he is absent to visit the hotels, the FCM is eligible to credits and **per diem** applicable to pairings; when he attends meetings, the released FCM shall be credited for Association business as per Article **14.16.1** for each day released.

16.4 Transportation

- 16.4.1** When a FCM is provided by hotel accommodations, the Company also provides the transportation between hotel and airport.
- 16.4.2** When necessary, the Company provides transportation to the FCM to terminate his pairing at the airport from which he has begun his pairing.
- 16.4.3** For a D/H on Air Transat, the FCM obtains, if available, a seat in CLUB category. When the availability of those seats are limited, they are awarded by seniority; priority is however given to Captains and Managers of the Company.
- 16.4.4** Land D/H must be executed as per the following criteria:
- 16.4.4.1 Bus:**
- reclining seats **equiped** with head-rest
 - air-conditioning
 - subject to Article 14.7.1, when a D/H is executed with a duty period including one or more flights, its maximum duration planned must not exceed 3:30 hours

16.4.4.2 Train

- seats in **first** class
- subject to Article 14.7.1, when a D/H is executed with a duty period including one or more flights, its maximum duration planned must not exceed **4:30** hours

16.4.4.3 Automobile

- maximum of **three (3)** FCM by vehicle
- the Company shall endeavour to obtain a vehicle **equipped** with head-rest and air-conditioning
- subject to **Article 14.7.1**, the maximum duration planned for a D/H by automobile must not exceed **2:30** hours

17. REMUNERATION

17.1 General

17.1.1 A FCM employed during a complete month will receive a minimum guaranteed of eighty-five (85) FTC paid at an hourly rate as per Article 17.5. This regular salary is reduced of 2.50 FTC for each calendar day during which the FCM was being on unpaid leave, layoff, suspended, dismissed or had resigned.

17.1.2 The hourly rate of the FCM is established in accordance with his classification and years of service (pay rate) as per the following criteria:

J7 J21 Captain: hourly rate according to the years of service as Captain in the employ of the Company;

17.1.2.2 **First Officer:** hourly rate according to the years of service as Pilot in the employ of the Company. If the First Officer has occupied a position of Flight Engineer in the employ of the Company, his years of service as a Flight Engineer are recognized as years of service as a Pilot according to the following formula:

<i>Years of service as a Flight Engineer</i>	<i>Equivalent in years of service as a Pilot</i>
Less than 3 years	0
3 years to less than 6 years	1
6 years to less than 9 years	2
9 years and more	3

17.1.2.3 **Flight Engineer:** hourly rate according to the years of service as a Flight Engineer in the employ of the Company. If the Flight Engineer has occupied a position of mechanic in the employ of the Company, in that case a maximum of one (1) year of service is recognized within his years of service as a Flight Engineer.

17.1.3 For the purpose of remuneration, the years of service of the FCM are established according to the date during which the FCM begins his regular salary (newly hired FCM) or on the date during which he executes his first revenue flight (promotion).

17.1.4 Any amount payable to the FCM in addition to his regular salary (overtime, per diem, expense report, various bonus etc) is paid on the second pay of the month.

17.1.5 If an error of less than one hundred dollars (**\$100.00**) on the pay affecting negatively the FCM, an **adjustment**, either on the pay or on the expense report, will be paid on the next regular pay. An adjustment of one hundred dollars (**\$100.00**) or more is paid directly to the FCM within five (5) working days **from** the date the error was found by the Company.

17.1.6 If an error in the pay happens affecting positively the FCM and to be charged to the Company, the FCM must be advised in writing and the method of reimbursement must be established 'between the Company and the FCM. The extra payment by the FCM will b-e reimbursed during a period **equal** to the one during which the error had **occurred**. In the case of a non-continuous error, the reimbursement period is of six (6) months, unless a different agreement is made between the Company and the Association.

17.1.7 The Company will not **make** any deduction on **the** salary of the FCM, **unless** required by Law or a provision in this Collective Agreement **or** a Court decision **or** to be **authorized**, in writing, by the FCM. If need be, the Company will pay back all **the** amounts deducted to the addressee.. These deductions include a financial participation to the Social Club **as** determined by the Social Club Committee.

17.1.8 The Company will pay the FCM on the same day of his departure and will provide him a signed report of the amounts owed in **salary** and benefits associated, on condition that the FCM advises the Company of his departure at least two (2) weeks in advance.

17.2 ctive Date of Salary Changes

17.2.1 Upon a promotion (First Officer to Captain or Flight Engineer to First Officer), the FCM changes his **salary** on the dare of his first revenue flight during which he exercises his new duties.

17.2.2 During a demotion due to a reduction of the workforce (Captain to First Officer and First Officer to Flight Engineer), the FCM changes his **salary** on the date of his **first** revenue flight during which he exercises his new duties. In the case of a demotion due to a **disciplinary** measure or from a temporary position, the change in the pay rate is effective on the date of the last revenue flight during duty prior to the demotion.

17.3 Overtime

The FCM who accumulates more than 85 FTC during a complete month will receive, in addition of his regular salary, an overtime pay according to his hourly rate increased of fifty per cent (50 %) (time and a half).

17.4ly H i r e d FCM

The newly hired FCM will receive a training salary of five hundred dollars (\$500.00) per week beginning on the hiring date. The FCM will begin to receive his regular salary from the first of the following events:

17.4.1 on the date of his first revenue flight, or

17.4.2 on the date during which the first FCM of his hiring group operates his first revenue flight, or

17.4.3 sixty (60) days after his hiring date.

17.5ry S c a l e

This salary scale is applicable to all equipment utilized by the Company for its flight operations.

CAPTAIN

Nov. 1 st , 98 to Oct. 31 st , 99			Nov. 1 st , 99 to Oct. 31 st , 00			Nov. 1 st , 00 to Oct. 31 st , 01		
Years of Service	Hourly Rate	Annual	Years of Service	Hourly Rate	Annual	Years of Service	Hourly Rate	Annual
0-1	\$78.43	\$80,000	0-1	\$80.39	\$82,000	0-1	\$85.29	\$87,000
1-2	\$81.86	\$83,500	1-2	\$85.29	\$87,000	1-2	\$90.56	\$92,375
2-3	\$85.29	\$87,000	2-3	\$90.20	\$92,000	2-3	\$95.83	\$97,750
3-4	\$88.73	\$90,500	3-4	\$95.10	\$97,000	3-4	\$101.10	\$103,125
4-5	\$92.16	\$94,000	4-5	\$100.00	\$102,000	4-5	\$106.37	\$108,500
5-6	\$95.59	\$97,500	5-6	\$104.90	\$107,000	5-6	\$111.64	\$113,875
6-7	\$99.02	\$101,000	6-7	\$109.80	\$112,000	6-7	\$116.91	\$119,250
7-8	\$102.45	\$104,500	7-8	\$112.75	\$117,000	7-8	\$122.18	\$124,625
8-9	\$105.88	\$108,000	8-9	\$120.10	\$122,500	8-9	\$127.45	\$130,000
9-10	\$109.31	\$111,500						
10-11	\$112.75	\$115,000						

FIRST OFFICER/FLIGHT ENGINEER

Nov. 1 st , 98 to Oct. 31 st , 99			Nov. 1 st , 99 to Oct. 31 st , 00			Nov. 1 st , 00 to Oct. 31 st , 01		
Years of Service	Hourly Rate	Annual	Years of Service	Hourly Rate	Annual	Years of Service	Hourly Rate	Annual
0-1	\$47.21	\$48,150	0-1	\$48.24	\$49,200	0-1	\$51.18	\$52,200
1-2	\$51.70	\$52,735	1-2	\$52.46	\$53,505	1-2	\$55.70	\$56,811
2-3	\$54.73	\$55,821	2-3	\$56.37	\$57,500	2-3	\$59.90	\$61,094
3-4	\$57.75	\$58,907	3-4	\$60.86	\$62,080	3-4	\$64.71	\$66,000
4-5	\$60.78	\$61,993	4-5	\$64.00	\$65,280	4-5	\$68.08	\$69,440
5-6	\$63.80	\$65,079	5-6	\$68.19	\$69,550	5-6	\$72.57	\$74,019
6-7	\$66.83	\$68,164	6-7	\$71.37	\$72,800	6-7	\$75.99	\$77,513
7-8	\$69.85	\$71,250	7-8	\$75.71	\$77,220	7-8	\$80.64	\$82,253
8-9	\$72.88	\$74,336	8-9	\$79.26	\$80,850	8-9	\$84.12	\$85,800

18.2.3 The Company will keep track of the number of days during which the compensatory salary is payable and the First Officer will receive a global amount during this period within thirty (30) days of his first revenue flight as Captain for the Company.

18.3 of P a y

The period during which a FCM receives a compensatory salary is considered as time of service as Captain. This period will then be calculated in order to establish the date on which the FCM will change his pay rate.

&le: A FCM executes his first revenue flight as Captain on July 1st after being eligible to compensatory salary since three (3) months. The anniversary date for changing his rate of pay will be April 1st.

19. FCM MANAGER, SUPERVISOR AND INSTRUCTOR

19.1 Appointment of FCM Manager

- 19.1.1** Subject to Article 19.1.4, the FCM Manager must be chosen among the FCM's on the Seniority List having completed a minimum of twelve (12) months of service.
- 19.1.2** A notice is posted and a copy is sent to the Association. This notice contains the following information and is posted during a period of seven (7) days minimum:
- the number of positions available
 - the commencing date of the duties
 - the closing date of the notice
 - the Minimum Qualification Requirements
- 19.1.3** Following the closing of the notice, all the FCM's who have applied for and are holding the Minimum Qualification Requirements will be called for an interview.
- 19.1.4** The choice of a FCM Manager by the Company Management must be approved by two-thirds (2/3) of the Founding-Members. If, however, it should arise that there is no candidate listed on the Seniority List who wants to apply for the position, the Company reserves the right to appoint a person from outside with the agreement of two-thirds (2/3) of the founding members.
- 19.1.5** The name of the candidate retained is posted and a copy is given to the Association.

19.2 Appointment of FCM Supervisor

- 19.2.1** The FCM Supervisor must be chosen among the members on the Seniority List having completed a minimum of twelve (12) months of service.
- 19.2.2** A notice is posted and a copy is sent to the Association. This notice contains the following information and is posted during a period of seven (7) days minimum:
- the number of positions available
 - the commencing date of the duties
 - the closing date of the notice
 - the Minimum Qualification Requirements
- 19.2.3** Following the closing of the notice, all the FCM's who have applied for and are holding the Minimum Qualification Requirements will be called for an interview.
- 19.2.4** The name of the candidate retained is posted and a copy is given to the Association.

~~19.3~~ Transfer

- 19.3.1 A FCM who is transferred to a management or Supervisory or non-flying position retains his seniority number on condition that he maintains up to date all his licences and necessary qualifications to operate the equipment on which he is **assigned**.
- 19.3.2 Notwithstanding Article 19.3.1, a FCM transferred to a management or Supervisory or non-flying position who cannot maintain valid his **licences** for medical reasons retains his **seniority** number.
- 19.3.3 Upon his return on the line, this FCM may exercise his seniority rights by bumping any FCM junior to him.

~~19.4~~ Return to Line Flying

- 19.4.1 The FCM Manager or Supervisor who releases his position in order to return on the line may:
- 19.4.1.1a FCM the most junior to him on the equipment for which he is qualified or, at the discretion of the Company, on any other **equipment**, or
- 19.4.1.2 a vacant position according to his seniority, If the position has **been** obtained when the FCM was Manager or Supervisor and during that time, he could not occupy this position because of his **functions**, the Company informs him in writing and he will get priority when a similar position will be vacant.

~~19.5~~ Training

- 19.5.1 In order to establish the workforce required, the Company cannot **plan** more than 360:00 hours of flight time per year **per** FCM Manager.
- 19.5.2 In order to establish the workforce required, the Company cannot plan more than 500:00 hours of flight time per year **per** FCM Supervisor.
- 19.5.3 The total stipulated in Articles 19.5.1 and 19.5.2 do not include flight hours during which the FCM Manager or Supervisor gives training or stands in for a FCM who is absent.

19.6~~uneration~~

- 19.6.1** The FCM Supervisor will **receive**, in addition of his regular salary as FCM, a bonus of fifteen per cent **(15 %)**.
- 19.6.2** The FCM Instructor will receive, in addition of his regular salary as FCM, a bonus of two hundred and seventy-five dollars **(\$275.00)** per duty period or simulator session during which he executes his functions of Instructor.
- 19.6.3** The FCM Instructor holding a valid licence of check Pilot, type "A" or "B" **will** receive, in addition of the **bonus** stipulated in Article **19.6.2**, an extra amount for **each** duty period or simulator session during which he exercises his authority defined by his licence. This bonus amounts to one hundred dollars **(\$100.00)** when he exercises his authority of PVA type "A" and to **fifty** dollars **(\$50.00)** when he **exercises** his authority of PVA type "B".

19.7~~orking~~ **Conditions**

It is agreed that the working conditions of the FCM Supervisors **and** Instructors are governed by the provisions of this Collective Agreement as established by previous practice.

20. E W EQUIPMENT

20.1 General

20.1.1 When the Company intends to **introduce** a new type of [equipment, the Company must advise the **Association** in writing at the latest sixty (60) days before operating this equipment.

20.1.2 The Company and the Association will enter into discussions to establish the working conditions related to the operation of the **new** equipment. These discussions will begin within fourteen (14) days following the notice by either of the parties, unless an **agreement** otherwise is made between the Company and the Association.

20.1.3 If the parties cannot agree within thirty (30) days following the beginning of the discussions, the matter is referred to arbitration. However, nothing will prevent the Company **from** putting the new equipment in service according to the working conditions of this Collective Agreement. At the end of the arbitration process, the **arbitrator** may stipulate what the working **conditions** related to the operation of the new equipment will become, consequently, they will become an integral part of this Collective Agreement.

20.1.4 If the parties cannot agree on the selection of an arbitrator **within** seven (7) days, either of the parties may request the Minister of Labour to appoint an arbitrator.

20.2 Contract FCM

20.2.1 When a new type of equipment is introduced or flight operations requiring personnel with special qualifications are commented, the Company may hire temporarily contract **FCM's** for the single purpose of allowing permanent **FCM's** to obtain the qualifications required to occupy the **new** positions.

20.2.2 The contract **FCM's** hired according to Article 20.2.1 are not governed by this Collective Agreement and the duration of their contract will not exceed six (6) months unless an agreement is made between the Company and the Association.

21. TRAINING

21.1 General

- 21.1.1 This Section applies for all the FCM's, either for initial training, the renewal of flight qualifications on instruments (IFR), PPC or Flight Engineer, changing classification and/or equipment or any other form of technical training.
- 21.1.2 The theoretical sessions of information have a duration of eight (8) hours per day.
- 21.1.3 The FCM who must execute a D/H to go and return from the place of the training, will receive the credits applicable according to Article 14.16.1.
- 21.1.4 The Company must provide the FCM with a copy of any evaluations.
- 21.1.5 The FCM does not pay toward cost of the training or for the utilization of the equipment during the training.

21.2 Failure to Qualify

21.2.1 Failures

For the purposes of this Collective Agreement, a FCM is considered having failed to qualify when one of these circumstances occurs:

- 21.2.1.1 the candidate fails to qualify during a PPC or a Flight Engineer evaluation (simulator), or
- 21.2.1.2 the candidate fails to qualify during a renewal of flight qualifications on instruments (IFR), or
- 21.2.1.3 the candidate fails to qualify during a cheek ride following simulator training, or
- 21.2.1.4 the candidate fails to qualify during a line check.

21.2.2 Qualification

A candidate who has failed during a **re-qualification** must obtain additional training and also a second **chance** to qualify. **The** additional **training** is given in the area in which he failed to demonstrate required proficiency. If the **FCM** fails during the **second** check, he is considered as being **subject** to a double failure. In that case, the Company, in consultation with the **FCM** and the Association **will** review **his** case. **The** Company will advise the candidate within thirty (30) days of its **intentions**. The candidate may then be eligible to the provisions of **Section 31, Grievance** and Arbitration.

21.2.3 Changing of Classification and/or Equipment

Following a failure when changing of **classification** and/or equipment, the Company asks the **FCM** and a representative of the **Association** for an interview. **After** discussions, the Company makes its recommendations to the **FCM** and he must choose one of the following options:

21.2.3.1 receive additional training in the area in which he **failed** to **demonstrate required** proficiency. If additional **training** on simulator is required, the Company is not required to give more than 4:00 hours. If the candidate fails during the **second** check, he is considered as being subject to a double **failure**. In that case, the Company, in consultation with the **FCM** and the Association, will review his **case**. **The** Company **will** advise **the** candidate **within thirty (30)** days of its intentions, The **candidate** may then be eligible to the provisions of **Section 31, Grievance** and Arbitration;

21.2.3.2 return to his former position or any other position designated by the Company subject to his capacity to **re-qualify** according to the provisions of this Section. In that case, he cannot request an evaluation of Captain / First Officer or apply for a change of equipment within a minimum of twelve (12) months. If, during the **second** attempt he is subject to another failure, he returns to his former position or any other position designated by the Company. **In** that case, he cannot request an evaluation of Captain /First Officer or apply for a change of equipment within a minimum of twenty-four (24) months.

NOTE: In order to clarify Articles 21.2.3.1 and 21.2.3.2, if is agreed that a FCM is in a situation of double failure only when they are consecutive. If after a failure, the FCM succeeds to qualify in any classification or on any equipment whatsoever, a subsequent failure is not considered as a double failure.

21.3 Non-Recommendation

For the purposes of this Collective Agreement, a FCM who does not succeed to obtain a recommendation for a check on simulator or on line, is not considered as being subject to a failure. If the non-recommendation takes place during a change of classification and/or equipment, the candidate returns to his former position or to any other position designated by the Company subject to his seniority and his capacity to re-qualify according to the provisions of this Section. In that case, he cannot request an evaluation of Captain / First Officer or apply for a change of equipment within a minimum of twelve (12) months. If, during the second attempt he does not succeed to obtain a recommendation, he is considered as being subject to a failure and the provisions of Article 21.2.3 apply.

21.4 Changing of FCM Instructor and/or Supervisor

A FCM who is subject to a failure is eligible for a change of Instructor and/or Supervisor.

21.5 Remuneration

A FCM who is subject to a failure is eligible to full pay for the period during which he receives additional training.

22. ACCIDENT/INCIDENT

22.1 Statement

A FCM is not **required** to commit himself verbally or in writing to the Company within 24:00 hours following an accident or incident **unless** the following conditions have been met:

22.1.1 he must have had the opportunity to consult the Association (or IFALPA if outside Canada);

22.1.2 in the case of an accident, he must have had the opportunity to be examined by a medical examiner **authorized** by the Association (or IFALPA if outside Canada) and the Company.

22.2 Investigation

22.2.1 A FCM involved in an accident or incident related to the operations of an **aircraft** while executing his duties, may be held out of **service** during the investigation undertaken by the Company, Transport Canada or the Transportation Safety Board of Canada. **In** that case, the FCM is advised by the Vice-President Flight Operations or his representative. In addition, within **seven (7)** days following the date of the **notification**, the Company provides a written notice to the FCM with a copy to the Association. This notice must stipulate the reasons justifying the decision of the Company.

22.2.2 When a FCM is held out of **service** according to Article 22.2.1, he will receive his full remuneration until **the** Company will decide on his **status**.

22.2.3 When **the** investigation is carried out by the Company, the Managers in the employ of the Company who conduct this investigation must endeavour to prepare a **final** report within **three (3)** months. The FCM involved and the Association must have the opportunity to **participate** in the investigation; they will be informed of its development and will receive a copy of any preliminary or final reports. A representative of the Association will be part of the Company's team in charge of the investigation.

22.2.4 Throughout this procedure, the FCM involved and/or his representative may, upon request, review and receive copies of any information contained in the FCM's **file** in the presence of a **representative** of the Company.

22.2.5 If, throughout this procedure any disciplinary or dismissal action is considered, the provisions of Section 30, Discipline and **Dismissal**, apply.

22.2.6 Upon any investigation or hearing, a FCM involved may be represented by a member of the Association or any **other** representative designated by him.

23. DATA RECORDERS

23.1 General

23.1.1 For the purposes of this Section, the term "Data Recorders" refers to:

23.1.1.1 cockpit voice recorders (CVR's);

23.1.1.2 flight data recorders (FDR's).

23.1.2 Subject to the obligations of the Company and the Association to comply with applicable government regulations, data and other information obtained **from** any type of data recorder will only be used for incident or accident investigation purposes, except as mentioned in Article 23.1.3.

23.1.3 Notwithstanding Article 23.1.2, the parties **recognize** that information **from** data recorders can be used to **enhance** flight safety and offer economic savings through preventative maintenance **as** well as to provide relevant **information** to assist in accident or incident reconstruction. However, it is agreed that information obtained **from** data recorders will not be used:

23.1.3.1 by the Company to monitor individual FCM judgment, ability, performance or technique when executing his duty. This does not preclude **the** use of anonymous information (**de**-identification) in the interest of flight safety in a manner mutually agreeable to the Company and the Association;

23.1.3.2 by the Company in any civil, administrative criminal, penal, **disciplinary** or **dismissal** action, brought against any FCM or for the development **of** any **information** which could cause such a possible **action**;

23.1.3.3 by the Company if to be used to obtain more information which could justify the application of **disciplinary** measures, suspension or dismissal. However, this information may be used to corroborate **information** obtained from another source.

- 23.1.4 In the event of an incident or accident investigation, the Company may not **release** any data or other information obtained **from** data recorders to either the general public or any news media without the prior approval of the Association as well as either the FCM('s) involved or his (their) estate(s).
- 23.1.5 It is agreed that no routinely program to read recorded information from data recorders, except for maintenance purposes, will be introduced without mutual **agreement** between the Company and the Association.
- 23.1.6 The Company will protect **all** data or other information obtained from data recorders against **unauthorized** removal **and/or** playback.
- 23.1.7 No data recorders will record specific identification of the FCM's.
- 23.1.8 When any information which is the product of data recorders (other than data recorders which content is completely erased) is removed **from the** equipment in the case of an incident or accident investigation, this removal must be signified to the Association and also to all FCM's and crew members involved in that incident or accident within a delay of 12:00 hours, **from** the moment where the data recorders is removed **from** the equipment.
- 23.1.9 The cockpit voice recorder must have a mechanism to erase its content at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain reserves the right to erase the content of the cockpit voice recorder at the end of any incident free or accident **free** flight, except where prohibited by the **Law**.

24. MEDICAL EXAMINATION AND ARBITRATION

24 I - General

- 24.1.1** The medical standards established by the Company to which the FCM must satisfy when he is in the employ of the Company can not be more restrictive than those required from Transport Canada to maintain his licence ~~while~~ considering any exemptions granted by this Ministry.
- 24.1.2** Any periodic medical examinations requested by Transport Canada for the renewal of licences are the responsibility of the FCM's.
- 24.1.3** The cost for the **medical** examinations mentioned in Article 24.1.2 are paid by the Company.
- 24.1.4** Only medical examiners designated by Transport Canada may carry out to the medical **examinations** stipulated in Article 24.1.2. The choice of the physician is at the FCM discretion and the payment of fees is made according to the following rules:
- 24.1.4.1** name of the physician is published on the physician list issued by the Company, the cost for medical examinations is billed **directly** to the Company;
- 24.1.4.2** name of the physician is not inscribed on the physician list published by the Company, the FCM must pay the **cost** for medical examinations and then, claim a reimbursement from the Company.
- 24.1.5** Without a written **consent** of the FCM, the Company can not require nor have access to the results of medical examinations mentioned in Article 24.1.2.
- 24.1.6** The Company may, at its **own** cost, require that a FCM be submitted to a medical examination when the Company has reasons to believe that the FCM is not fit to execute his duties in regards to his health. The medical examiner is then designated by the Company. A copy of the transfer of the medical examination is sent to the FCM.

24.2 holding Medical Certificate

24.2.1 When the **results** of a medical examination entails the loss of the licence, the **FCM** or the Company may, within five **(5)** days following the receipt of the medical report, demand a review of the file according to the following rules:

24.2.1.1 **Party** demanding chooses, within seven **(7)** days following the demand of the review of the file, another physician (**authorized** by Transport Canada) and asks him to examine the **FCM**. The fees of this physician are at the charge of the **requesting** party. A copy of the results of this examination is remitted to both parties. If the two physicians meet the same conclusions, their decision will be **final**;

24.2.1.2 **results** of the **second** examination do not match with the results of the examination which have entailed the loss of the licence, the **FCM** or the Company may demand, within seven **(7)** days that the **two** physicians designate, of a common accord within fifteen **(15)** days, a third physician, impartial and preferably **specialist**, who will proceed to a new examination. The **fees** are paid by the Company and the **FCM** equally. Following the examination, this specialist will bring make a final decision and his decision will be final. The Company and the **FCM** will receive a copy of his transfer.

24.2.1.3 if the unfit status to work is pronounced by the physician and is invalidated at the end of the process, the **FCM** will have to return immediately to **work** failing which he will be considered as resigning. The **FCM** will returned in his duties and will receive a retroactive indemnity calculated in proportion of the amounts which. would have been paid if he had fulfilled his duties from the first disability declaration, with all deductions of any other remuneration that came **from** another revenue source (e.g. disability insurance).

2 5 INSURA - - NCE

25.1 General

25.1.1 The Company promises to finance in part **and** maintain, for the benefit of all FCM's in **the** employ of the Company, a group insurance policy beginning on the **hiring** date. However, the FCM whose status is temporary does not benefit **from** the salary insurance provisions.

25.1.2 The insurance **contract** is the legal copy as regards to the interpretation and the validation of the insurance protections and benefits. This document may be consulted by all FCM's.

25.1.3 No provisions of the insurance contract in force at the time of the ratification of this **Collective Agreement** can be modified without the consent of the Association.

25.1.4 The FCM pays the cost of the insurance plan for a long term disability plus, if necessary, a part of other fees, according to the following : obligatory life insurance plan, life insurance for dependants, **obligatory DMA** (death and mutilation by accident), health insurance, eye and dental care, such as his contribution amounts to fifty per cent (50%) of the total cost of the whole insurance plan.

25.2 Summary of the Benefits

25.2.1 Life insurance of the FCM: three (3) times the salary up to a maximum of four hundred and fifty thousand dollars (\$450,000.00) without proof and of six hundred and fifty thousand dollars (\$650,000.00) with medical proof in the case of death of accidental death (DMA).

25.2.2 Life insurance for dependants: spouse: ten thousand dollars (\$10,000.00); children: five thousand dollars (\$5,000.00) each.

25.2.3 Salary insurance for short term: sixty-six and two-third? per cent (66 2/3%) of the weekly salary up to a maximum of one thousand and seven hundred dollars (\$1,700.00) in the case of disability for a maximum duration of fifteen (15) weeks (a waiting period of seven (7) days applies to each period of disability).

25.2.4 Salary insurance for long term: sixty-six and two-thirds per cent (66 2/3%) on the portion of annual salary below twenty-five thousand dollars (\$25,000.00) and forty-five per cent (45%) on the surplus, until the age of 65 years old or for ten (10) years depending of the type of disability.

25.2.5 Total or partial reimbursement of various hospitalization expenses, either for medical or paramedical services.

25.2.6 Total or partial reimbursement for dental care expenses.

& - AGE OF RETIREMENT

The obligatory age for retirement is 65 years old. However, because the flying regulations of certain countries restrict the Pilots who have 60 years old to fulfill their duties as Captain, the parties agree on the following provisions.

26.1 Pairing Assignment

The list of pairings available for the affected group of Captains must, as much as possible, contain a sufficient number of pairings which can be accomplished by the Captains of 60 years old and over. Those Captains must observe these pairings when they submit their monthly bid in the PBS system.

26.2 Reserve Block

No reserve block or period of reserves can be awarded to the Captains of 60 years old and over.

26.3 Assignment

26.3.1 The Company is not obliged to respect the consider of a Captain to change his type of equipment if this Captain will be of 60 years old within the three (3) years following the achievement of the position. The date of achievement of the new position is considered to be the beginning date of the position as published in the Notice for Vacant Positions.

26.3.2 The parties agree that if the regulations in force at the signature of this Collective Agreement should change or be extended to other Countries served by the Company or, because of flight operational restrictions a sufficient number of pairings can not be offered to Captains of 60 years old and over, the parties will renegotiate the provisions of this Section, including a guaranteed wage in the case of non-availability of the number of hours required in Article 13.3.1.

27. RETIREMENT PLAN

27.1 General

27.1.2 The participation in the Retirement Plan of the Company is voluntary and any FCM may apply for it. The Retirement Plan consists of two (2) distinctive parts but complementary: RRSP et DPSP.

27.1.3 The contribution of the FCM to the collective RRSP established at a minimum of two per cent (2%) of the based salary, is done by using a deduction of the pay with immediate adjustment of income taxes. The contribution of the FCM may be greater, in accordance with the limitations provided for by the Law on the income taxes.

27.1.4 The contribution of the Company to the DPSP of the FCM is equal to the contribution to the RRSP of the FCM up to a maximum of:

<i>Years of service</i>	<i>Contribution of the Company</i>
less than 3 years	2.5 %
by 3 years but less than 6 years	3.5 %
6 years and more	4.5 %

27.1.5 The Retirement Plan is complementary and integrates itself to the profit participation plan according to Section 28, Profit Participation Plan. Thus, the FCM who participates to the Retirement Plan is eligible for a reduced bonus participation according to the specifications in Article 28.1.3.

27.1.6 The Company will provide each FCM a brochure outlining the rules of the Retirement Plan and will provide the Association with a copy of the plans and their rules (RRSP and DPSP).

27.2 Retirement Committee

The Company recognizes the creation of a Retirement Committee whose mandate is to supervise the results of the Retirement Plan and then, inform the FCM's. The Retirement Committee is composed by two (2) FCM's and a member of this committee is assigned to sit on the employer/union committee of surveillance of the program investments.

28. PROFIT PARTICIPATION PLAN

The FCM's benefit from a profit participation program put in place by the Company in accordance with the following provisions:

28.1 General

28.1.1 Annually, a standard bonus for employees is calculated on the basis of five per cent (5%) of the profits, before dividends, exceptional charges, bonus to upper management and taxes of Air Transat A.T. Inc., for the fiscal year ending October 31st of each year.

28.1.2 The bonus is calculated and distributed to the employees participating, in proportion of their salary earned during this reference period, following the publication of the consolidated financial statements, verified by the corporation.

Example of the calculation of the bonus

Assuming a gross salary of 38 million dollars

Profits before taxes of 10 000 000 \$

$10\,000\,000 \$ \times 5\% = 500\,000 \$ / 38\,000\,000 \$ = 1.3\%$

For a salary of 102 353 \$ = 1 347 \$ bonus

Profits before tax of 19,000,000 \$

$19\,000\,000 \$ \times 5\% = 950\,000 \$ / 38\,000\,000 \$ = 2.5\%$

For a salary of 102 353 \$ = 2 559 \$ bonus

28.1.3 The FCM who does not participate to the Retirement Plan of the Company receives the standard bonus as detailed in Article 28.1.2. The FCM who participates to the Retirement Plan of the Company will receive fifty per cent (50%) of the initial standard bonus.

28.1.4 In order to be eligible, the FCM must be in the employ of the Company at the time of paying the bonus. The FCM who is absent at that time for personal reasons or other circumstances, receives his bonus in accordance with his instructions. The FCM on layoff will receive the bonus upon his return to work.

TRANSPORTATION PRIVILEGES (Policy of Interline)

29.1 General

29.1.1 The Company ~~offers~~ to each FCM and their immediate family (spouse, children) the advantages of ~~free~~ travelling or at lower rates on the Company's ~~network~~ and according to the policy of the Interline.

29.1.2 Permanent FCM's have access to all the advantages of ~~lower~~ rates offered by ~~other~~ flight carriers, according to agreements already established or to be negotiated between the Company and other airline companies.

30. DISCIPLINE AND DISMISSAL

30.1 Investigation

30.1.1 When a disciplinary action or a dismissal is considered, the **affected FCM** may be released from his duties with pay during a period of seven (7) days maximum in order to let the Company do its investigation and consider all the possible factors. This period of time may be prolonged after **an** agreement is made between the Company and the Association.

30.1.2 During the investigation or hearing, the affected **FCM** may insist on being accompanied by a representative **of the** Association.

30.1.3 During the investigation or hearing, **all** witnesses or **representatives** in the employ of the Company are allowed, according to the availability of their department, the necessary released time to ensure their presence at the hearings. **They** will **also** benefit free navel on the Company's network in order to attend the hearings.

30.2 Disciplinary measures

30.2.1 If disciplinary **measures** are considered against a **FCM**, the Company may only take into **account** those disciplinary **measures** imposed in the twenty-four (24) months prior to the new offence.

30.2.2 No correspondence can be used by the Company for the purpose of disciplinary measures if the **FCM** has not received a copy.

30.2.3 When a **FCM** is subject to disciplinary measures, the Company must advise him without **delays** and in writing, with a copy to the Association, **This** notice will stipulate the nature of the disciplinary measures and also the reasons justifying the action.

30.2.4 Any action that the Company may undertake against a **FCM** according to this Section, except concerning a dismissal, does not **refrain** the **FCM** to put his candidacy **for** a vacant position, in such a way that, when his period of release **from** service and/or suspension will end, he will be able to occupy the position to which he is eligible according to his seniority number.

30.2.5 A **FCM** subject to **disciplinary** measures or dismissal may file a grievance according to the provisions in Section 3 I, Grievance and Arbitration.

30.2.6 If a **FCM** is exonerated, consequently his personal file is updated. Then, the **FCM** returns to work without losing seniority or **salary**.

31. GRIEVANCE AND ARBITRATION

31.1 General

31.1.1 For the purposes of this Collective Agreement, the term “grievance” refers to any misunderstanding regarding the ~~interpretation~~, the application or the alleged transgression of this Collective Agreement.

31.1.2 The Company recognizes that all the decisions affecting a FCM must be fair and conform to the guarantees offered in this Collective Agreement.

31.2 Proceedings for Grievance

31.2.1 A FCM may himself or, the Association on his behalf, file a grievance with the Company. The party who desires to file a grievance must submit it in writing to the Vice-President Flight Operations within thirty (30) days of the knowledge of the event. This notice must contain a brief statement of the facts and the rectifications requested.

31.2.2 The Vice-President Flight Operations must simultaneously inform the FCM and the Association, in writing, of its decision within thirty (30) days following the receipt of the grievance. In the case of rejection, the reasons for this decision must be explained.

31.2.3 If the FCM is dissatisfied with the decision or has not received an answer in the time allowed as per Article 31.2.2, the FCM must refer the grievance to arbitration in accordance with the criteria stipulated in Article 31.3.

31.2.4 The Association may also file a grievance in the name of a FCM or on behalf of a group of FCM's.

31.2.5 A FCM must not be in any way penalized, inconvenienced or caused concern for the fact of having filed a grievance.

31.3 Arbitration

- 31.3.1** If the procedure for grievance provided for in Article 31.2 does not satisfy the settlement of the grievance, the Association may submit the grievance to arbitration within sixty (60) days following the reception of the answer or at the expiration of the delay provided for in Article 31.2.2. The party who requires the arbitration must notify the other party, in writing, of its intentions to bring the grievance to arbitration, by **defining** the issues to be submitted, the settlement requested and by naming its arbitrator. Within five (5) working days following the reception of this notice, the other party will also have to advise the party requesting the arbitration, in writing, of the name of its arbitrator.
- 31.3.2** In the event that the parties cannot **agree** on the choice of an **arbitrator**, they will submit a request to the Minister of Labour who will designate a grievance arbitrator.
- 31.3.3** The arbitrator has the power of a grievance arbitrator provided by the Canadian Labour Code. He has the authority in the case of a dismissal or suspension if he declares it wrongful, to decide on reinstatement of the FCM and/or, if need be, on applicable retroactivity. However, the arbitrator has no authority to add, **subtract**, alter, amend or extend the provisions of this Collective Agreement.
- 31.3.4** If disciplinary measures are concerned, the burden of proofs is the responsibility of the Company. The arbitrator has then the ability to confirm, modify or **cancel** the decision of the Company and, if need be, substitute the decision which he thinks is **fair** and reasonable according to the circumstances of the matter.
- 31.3.5** The **decision** of the arbitrator is final and binding on the parties. The decision must be implemented within fifteen (15) days following its publication.
- 31.3.6** Each party pays the cost related to the expenses of its witnesses. However, every **witness** or representative in the employ of the Company benefits of a leave of absence and transportation facilities on the Company's network according to their availability. The fees and expenses of the arbitrator as well as the expenses of the witnesses summoned by him are paid equally by the two (2) parties. The parties will endeavour to release the witnesses during white days,

32. UNIFORM POLICY

32.1 Eligibility

The FCM is required to wear a uniform. The uniform consists in the following items and accessories:

ITEMS

1 jacket
6 shirts
3 pairs of pants
1 hat
2 ties
1 nylon raincoat
1 wintercoat
1 wool vest
snipes, buttons and epaulettes

ACCESSORIES

1 carry-on bag: good for two (2) years
1 garment bag or 1 hard suitcase: good for five (5) years

32.2 Distribution of Fees

The Company assumes one hundred per cent (100%) of the cost of those items comprising part of the uniform described above.

The mandatory accessories described above are paid one hundred per cent (100%) by the Company.

32.3 Term for the Uniform

Uniform	three (3) years
shirts	one (1) year
Pants	eighteen (18) months
Wintercoat	three (3) years

If the FCM needs to replace one or several items comprising his uniform during this period, the total cost is at his own expenses.

Allowances for Supplies, Dry Cleaning and/or Shoes

Dry Cleaning and/or Shoes

The FCM's will receive a monthly allowance for the dry cleaning of the uniform and/or the purchase of shoes according to the following formula:

98-11-01	\$35.00
99-07-01	\$40.00
00-07-01	\$48.00

32.4.2 Supplies

The FCM's will receive a monthly allowance of fifty dollars (\$50.00) for the purchase of navigational instruments (calculators, headsets, instruments etc).

Departure of FCM

In the case of termination of employment, the FCM must return all the items and accessories of his uniform described in Article 32.1.

The FCM who does not return his uniform must pay fifty per cent (50%) of the items paid by the Company.

**33. PRISONER OF WAR, HOSTAGE, HIJACKING,
INTERMENT OR MISSING**

Method of Payment

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

33.2 Remuneration

The basic monthly salary mentioned in Article 33.1 is deposited in the personal account of a FCM without interest, and must be distributed by the Company in whole or in part, according to the written instructions provided by the FCM. It will not be deposited to the benefit of a FCM who has been placed under arrest by an authority recognized by the government of Canada or who is accused of a crime which in Canada would be prosecuted as a criminal offence.

33.3 Alternative to Payment

As an alternative to the payment provided for in Article 33.1, the Company can pay the difference between this payment and the amount of all compensation which may be provided for by the Law, dealing with persons captured, taken prisoner, confined, taken hostage or missing in action following acts of war.

Request for Instruction

The Company must ask newly hired FCM to provide his instructions with respect to this Article in accordance with the Instruction Request Form set out in Article 33.5. The Company must ask all FCM's currently in its employ, to fill in the form mentioned at Article 33.5, which must be returned as soon as possible to the Company.

Instruction Request Form

The instructions mentioned in Article 33.4 must essentially be completed as follows.

AIR TRANSAT

INSTRUCTION REQUEST FORM

AIR TRANSAT A.T. INC.
do **HUMAN RESOURCES DEPARTMENT**

Instructions are provided for you herein, to deposit my monthly base salary to which I may be entitled in accordance with Article **33.4** of this Collective **Agreement** between the Company and. the Association.

..... % of the said indemnity to ^{name}

^{address}, his life continuing, and in the case of his death,

to
(name) (address)
his life continuing.

The balance, if need be, as well as all amounts accumulated following the decease of persons designated above, will be retained for my benefit or, if I should die **before** accessing the funds, they will be paid to the executor of my estate.

The above instructions may be modified **from time** to time by letter **bearing** the signature of the undersigned, and the modifications will take **effect from** the moment the said letter is received by the Company.

Once the payments provided for herein have been made, the Company cannot beheld responsible to pay any other indemnity requested in my name by virtue of this Collective Agreement between the Company and the Association.

.....
Employee Signature

.
Date

34. LEGALITIES

34.1 Defence and Legal Advice

34.1.1 The Company agrees to provide, free of charge, legal services to every FCM or his estate in the case where an action is brought against the FCM as a result of a fault occurred while he was executing his functions on behalf of the Company. The Company agrees to defend the FCM of any claims which could be pronounced against him except in a case involving criminal negligence or deliberate fault. The legal consultant is chosen and paid by the Company.

34.1.2 A FCM will not be required to pay the cost of damage to aircrafts or equipment which occurred while he was on duty for the Company.

34.2 File of FCM's

34.2.1 Subject to Article 34.2.2, the personal file of a FCM is kept entirely confidential and only the representatives of Flight Operations and Human Resources Departments of the Company have access to them and this, only when executing their duties.

34.2.2 Every file maintained for and by the Company must, at the request of the FCM, be available for examination, in the presence of an administrative representative.

34.2.3 The Company will provide the FCM, either in person or by registered mail, a copy of every correspondence of all kinds, negative or unfavourable, within seven (7) days following the date on which the document have been filed.

34.3 Jury Notification to Attend

The FCM called for jury duty will benefit from a leave of absence with pay and will continue to accumulate his time of service during their absence. He will receive his salary less compensation provided by the judicial system.

35. TEMPORARY HIRING

35.1 General

In order to **optimize** its operational efficiency, the Company may **utilize** to FCM's whose employment status is temporary. However, in order to assure these affected FCM's a normal career advancement, the following provisions apply.

35.1.1 A temporary FCM who has accumulated more than five (5) months of active service in a period of twelve (12) consecutive months will have his employment status become permanent. His time of service accumulated since his initial hiring date will be counted in order to award him a seniority number, determine the date on which he will change his pay rate and calculate the number of vacation days to which he is eligible.

35.1.2 No permanent FCM will be involuntarily without work except for discipline or sick leave for the period during which one or more temporary FCM's are in the employ of the Company.

35.1.3 A **temporary** position of Captain must be occupied by a permanent FCM. However, the Company may hire a temporary Captain when:

35.1.3.1 no permanent First Officer who meets the Minimum Qualification Requirements (Appendix "C") to occupy this position, or

35.1.3.2 no permanent First Officer having the Minimum Qualification Requirements (Appendix "C") who has indicated, in his Letter of Preferences that he desires to occupy this position.

35.1.4 The salary and working conditions of temporary FCM's are governed by this Collective Agreement.

35.2 Overtime

Extra hours of flight are to be assigned to permanent FCM's. However, if there is no permanent FCM's available to accomplish them, the temporary FCM's are eligible to overtime.

34. FLIGHT ENGINEERS

36.1 Procedure to Apply for a Position of First Officer

36.1.1 Preamble

Being aware that in the near future Flight Engineer positions will be reduced because of the reduction of the fleet of L-1011, the Flight Engineers will be entitled to have access to the position of First Officer and this, in order to minimize layoffs in that group.

36.1.2 Conditions of Eligibility

~~4000~~21 hours of flight (as Pilot and/or as Flight Engineer in the employ of Air Transat).

~~36.1.2.2~~ minimum of 1000 hours of flight as Pilot, a per centage of these hours must be on multi engine, turbine powered, pressurized aircraft engaged in commercial operations.

~~36 J 2 3~~ A positive evaluation of the Flight Engineer Recommendation Committee.

~~36 J 2.4~~ Successful outcome of the evaluation procedure for the position of First Officer.

NOTE: The Flight Engineer Recommendation Committee reserves the right to waive these minimal standards when a candidate is judged experienced enough to execute these functions. In that case, an explanatory letter will be provided by the Flight Engineer Recommendation Committee to the Chief-Pilot.

36.1.3 Recommendation Committee

The members of the Flight Engineer Recommendation Committee are:

- the Chief-Flight Engineer
- the Flight Engineer named delegate of the Association
- the Pilot Instructor and/or Supervisor on the L-1011 chosen by the Flight Engineer Recommendation Committee

36.1.4 Procedure of Application

36.1.4.1 The Flight Engineer who considers that he has obtained the conditions of eligibility required, submits his request to the Chief-Flight Engineer who starts the process with the Flight Engineer Recommendation Committee. If the evaluation turns out to be positive, the candidate may continue with the approved syllabus. Once the syllabus is completed, the Flight Engineer Recommendation Committee will recommend or not the candidate.

36.1.4.2 If his request is accepted, a recommendation **from** the Flight Engineer Recommendation Committee is made to the Chief-Pilot for an evaluation in the simulator.

36.1.4.3 If his request is **refused**, the reasons of the refusal must be **signified** to the candidate and then, he will be able to reapply when he will satisfy the particular requirements.

36.1.5 Obligations of the Company

36.1.5.1 If a candidate is recommended for evaluation by the Flight Engineer Committee, the Company must give him an evaluation as First Officer (having or not vacant positions).

36.1.5.2 If the evaluation turns out positive, the candidate will become eligible for a position of First Officer; if it turns out negative, the points to be improved must be identified and he will be eligible to **re-apply** for a second test as stipulated in Section **2 I**, Training.

36.1.5.3 A minimum of one-third (33.33%) of the vacant positions of First Officer are reserved for Flight Engineers who have succeeded the procedure of evaluation. The calculation of one-third (33.33%) of the vacant positions are increased in favour for the Flight Engineers. A maximum of four (4) candidates per hiring group must be applied.

36.1.5.4 This minimum is applicable on **all** types of aircraft. If the vacant positions are on another equipment than the L-1011, the Company will offer transfers on equipment on a voluntary basis; if not, the Company will assign the most junior First Officer in order to release positions of First Officer on the L-1011 for the Flight Engineers.

36.1.5.5 Company permits access to the simulator L-101 1 of Air Transat (in Toronto) in order that the Flight Engineers who desire to obtain an evaluation could practice with the help of a training program established by the Flight Engineer committee.

36.1.5.6 agreed that the Company will pay the charges related to the training program for Flight Engineers such as D/H, per diem, hotel accommodations and FTC's according to the provisions of this Collective Agreement.

36.1.5.7 agreed that a Flight Engineer who is on layoff after a reduction of positions may also make a request for an evaluation when he will have compiled the hours required.

36.1.6 According to operational needs, the Company allows an unpaid leave or a split-schedule for professional training reasons for a Flight Engineer who requests it.

36.1.7 Company will offer the program of deferred salary to the Flight Engineer who requests it.

36.2 Career Re-Orientation Plan

The objective of this program is to help the Flight Engineer who desires to obtain a position of First Officer, to acquire the relevant flight experience during a vocational training to be executed for another carrier.

36.2.1 Eligibility

All the Flight Engineers in the employ of the Company are eligible for this program.

36.2.2ment

36.2.2.1 The Flight Engineer committee will establish agreements with different carriers in order to permit the Flight Engineers to accomplish their vocational training for these companies. The agreements must **permit** the Flight Engineer **to** accumulate the minimum flight experience as stipulated in Article 36.1.2.2. The agreements must **stipulate** also the Minimum Qualification Requirements to execute this vocational training the duration of the training, the working conditions, the remuneration as well as the costs related to the training on type (PPC). The cost will be assumed in part by the carrier, the Company and the Flight Engineer.

36.2.2.2 In all cases, the part paid by the Company is equal to the part paid' by the Flight Engineer up to a maximum of three thousand dollars (\$3000.00) each.' A Flight Engineer who took benefit of the professional **career** program and who **refuses** a position of First Officer in the employ of the Company must reimburse the total amounts already paid by the Company. However, if he obtains the position but is unable to qualify, he won't be required to reimburse the Company.

36.2.3 Unpaid leave

According to operational needs; the Company promises to accord an unpaid leave to the Flight Engineer in order that he could execute his vocational **training**. At the end of his leave, he will come back to his position of Flight Engineer and, subject to **the** provisions in Article 36.1, he will be eligible for a position of First Officer.

36.3 Severance Allowance for Flight Engineer

36.3.1 General

When layoffs have such effect of reducing the number of Flight Engineers in active service below fifty-one (51), the Company promises to offer severance allowance. The severance allowance is offered by seniority and is established in accordance with the age and time of service of the Flight Engineer and in proportion of the number of Flight Engineers in the employ of the Company. It is agreed that the Flight Engineer who **will** receive this severance allowance will be considered as resigning and his name will be taken off the Seniority List.

36.3.2 Calculation of Severance Allowance

The severance allowance is calculated as per the formula and the chart below:

(Age of F/E + years of service) x coefficient = number of weeks of salary payable

<i>Manning levels: from 36 to 50 F/E</i>	
<i>Years of service</i>	<i>Coefficient</i>
10 years and over	0.50
5 to 9 years	0.35
Less than 5 years	0.20

<i>Manning levels: less than 36 F/E</i>	
<i>Years of service</i>	<i>Coefficient</i>
10 years and over	0.875
5 to 9 years	0.525
Less than 5 years	0.200

Example of calculation

- Reduction of employees:	from 53 to 48 F/E
- Number of F/E eligible for the allowance:	2
- Age of the senior F/E who volunteers	54 years
- Years of service:	8 years
- Calculation: $(54 + 8) \times 0.35$:	<u>21.7</u>

Number of weeks of salary payable: 21.7 weeks

Payment of the allowance

The number of weeks establishing the severance allowance in Article 36.3.2 is paid at the tune of ~~departure~~ at the regular pay rate of the Flight Engineer. The Company will offer the option to pay the severance allowance, in whole or in part, in the RPDB of the Flight Engineer. It is agreed that the Flight ~~Engineer~~ who takes advantage of this program of severance allowance is eligible to any other indemnities foreseen in this Collective Agreement at the time of departure.

Flight Engineer Committee

36.4.1 The Company recognizes the creation of a Flight Engineer Committee composed by two (2) Flight Engineers. This committee has the mandate to:

~~36.4.1.1~~ recommend and assist the Flight Engineers who desire to reorient their career within the Company, and

~~36.4.1.2~~ a training syllabus in order to prepare the Flight Engineers for an evaluation to a position of First Officer, and

36.4.1.3 make recommendation to the Company during the development of an exchange program with the Maintenance department as stipulated in Article 36.5, and

~~36.4.1.4~~ agreements with other carriers according to Article 36.2.2.

36.4.2 The Company promises to release and grant credits for Association business according to Article 14.16.1 to the members of the Flight Engineer committee when meetings with the Company will be required.

Temporary Exchange of Employees with the Maintenance Department

36.5.1 Together with the Flight Engineer committee and subject to the authorization of the Association, the Company may implement, within three (3) months after the signature of this Collective Agreement, a permanent program of temporary exchange of employees with the Maintenance Department. The provisions of this program will be subject to a Letter of Understanding.

36.5.2 The principles of this program are the following:

36.5.2.1 the Flight Engineer may, on a voluntary basis and without losing seniority in his **department**, work at the Maintenance Department as a Licensed **Mechanic** and take advantage of additional annotations;

36.5.2.2 the **Licensed** Mechanic annotated on the L-101 1, may, without losing seniority in his **department**, work as a Flight Engineer **after** succeeding, in his **initial** training;

36.5.2.3 the number of employees subject to this program as well as the schedule and the duration of these exchanges are established respecting the operational restrictions of both departments, but also respecting the commitment of offering a professional m-career program to the Flight Engineers who work for the Company at the time of the signature of this Collective Agreement.

37. DURATION OF THE COLLECTIVE AGREEMENT

The duration of this Collective Agreement is thirty-six (36) months beginning the first (1st) day of November 1998 until the thirty first (31st) day of October 2001.

This Collective Agreement will automatically renew, without modification, **unless** either party advises the other, in writing, of its intention to **modify** or amend it within the one hundred and twenty (120) days preceding its legal **expiry** date.

Once the notice of negotiation has been submitted in accordance with the foregoing, the provisions of this Collective Agreement continue to apply until the ratification of another Collective Agreement.

IN WITNESS WHEREOF, the **authorized** representatives of **each** party herein have signed on this 3rd day of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) ANDRÉ SOUCHON

(S) MICHEL ALEXANDRE

André Souchon
Vice-President Human Resources

Michel Alexandre
Chairman Council 200
Negotiation Committee

(S) DENIS GOSSELIN

(S) ALAIN OUELLET

Denis Gosselin
Vice-President Flight Operations

Alain Ouellet
Vice-chairman Council 200
Negotiation Committee

(S) SUZANNE VIENS

(S) PERCY TOOP

Suzanne Viens
Director Human Resources

Percy Toop
Contract administrator ALPA

(S) DUANE WOERTH

Duane Woerth
Chairman ALPA

CERTIFIED BY

APPENDIX

Blank Pave

APPENDIX "A "

AIR TRANSAT

SENIORITY LIST

Pilot Seniority List

<i>Rank</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
1		MÉNARD	Pierre	1 January 1987	CAPT A-330	YMX
2		POIRIER	André	10 August 1987	CAPT L-1011	YMX
3		HOULE	Jean-Guy	19 October 1987	CAPT L-1011	YMX
4		LORTIE	Paul	2 November 1987	CAPT L-1011	YMX
5		DU CAP	Louis	2 November 1987	CAPT L-1011	YMX
6		POTEL	Marc	19 October 1987	CAPT L-1011	YMX
7		GALLANT	Serge	5 May 1988	CAPT A-330	YMX
8		BOLDUC	Richard	12 October 1987	CAPT B-757	YMX
9		DESCHÊNES	Pierre	30 May 1988	CAPT A-330	YMX
10		CHARLEBOIS	André	30 March 1988	CAPT L-1011	YMX
11		POIRIER	Robert	30 May 1988	CAPT A-330	YMX
12		GIRARD	Yvon	5 May 1988	CAPT A-330	YMX
13		LÈVESQUE	André	5 August 1987	CAPT A-330	YMX
14		BEAUREGARD	Michel	10 August 1987	CAPT A-330	YMX
15		LORTIE	Philippe	18 April 1988	CAPT L-1011	YMX
16		BLOUIN	Réal	18 April 1988	CAPT B-757	YMX
17		LAFORTUNE	Réjean	20 June 1988	CAPT A-330	YMX
18		LAFLAMME	Michel	17 April 1989	CAPT L-1011	YMX
19		GAUMONT	Sylvain	17 April 1989	CAPT A-330	YMX
20		SICARD	André	20 April 1989	CAPT A-330	YMX
21		GAGNON	Pierre	20 April 1989	CAPT B-757	YMX
22		TREMBLAY	Pierre	20 April 1989	CAPT L-1011	YMX
23		SALVAIL	Claude	20 April 1989	CAPT L-1011	YMX
24		LORTIE	Jean	20 April 1989	CAPT A-330	YMX
25		LACAS	Mark	4 April 1989	CAPT A-330	YMX
26		LEBLOND	Jean	19 March 1990	CAPT B-757	YMX
27		JULIEN	Pierre	5 April 1990	CAPT A-330	YMX
28		ST-GELAIS	André	5 April 1990	CAPT B-757	YMX
29		NOREAU	Steve	20 April 1990	CAPT B-757	YMX
30		AUGER	Alain	25 April 1990	CAPT L-1011	YMX
31		PAGÉ	Michel	13 August 1990	CAPT B-757	YMX

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APPENDIX "A" (suite)

<i>Rank</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
32		PLAMONDON	René	13 August 1990	CAPT L-1011	YMX
33		LESSARD	Pierre	9 October 1990	CAPT A-330	YMX
34		GENDREAU	Mario	1 October 1990	CAPT L-1011	YMX
35		KELLY	Harry	15 April 1991	CAPT B-757	YYZ
36		KING	Michael R.	8 April 1991	CAPT L-1011	YMX
37		BEAUCHEMIN	Marcel	8 April 1991	CAPT A-330	YMX
38		LEVASSEUR	Claude	11 April 1991	CAPT A-330	YMX
39		VEILLET	Louis	4 April 1991	CAPT L-1011	YMX
40		RINGUET	François	4 April 1991	CAPT L-1011	YMX
41		GIRALDEAU	Alain	12 April 1991	CAPT L-1011	YMX
42		DUGUAY	Richard	4 April 1991	CAPT A-330	YMX
43		PICARD	Marc	12 April 1991	CAPT B-757	YMX
44		MICHAUD	Michel	29 April 1991	CAPT B-757	YMX
45		CHARETTE	Michel	29 April 1991	CAPT B-757	YMX
46		BANFIELD	John	29 April 1991	CAPT A-330	YMX
47		ROURKE	Michael	8 April 1991	CAPT L-1011	YMX
48		TREMBLAY	Guy	15 February 1988	CAPT B-757	YMX
49		GILBERT	Marc	30 September 1991	CAPT B-757	YMX
50		OUELLETTE	Paul	30 September 1991	F/O B-757	YMX
51		RODIER	Donald	30 September 1991	CAPT A-330	YMX
52		BLAIS	Mario	30 September 1991	CAPT A-330	YMX
53		HUPÉE	Yves	10 August 1987	F/O L-1011	YMX
54		LUSSIER	Denis	28 September 1987	F/O A-330	YMX
55		MERCIER	Luc	14 September 1987	F/O L-1011	YMX
56	*	LAUZON	Sylvain	15 February 1988	F/E L-1011	YMX
57	*	LOISELLE	Benoît	15 February 1988	F/E L-1011	YMX
58	*	OUELLET	Alain	14 April 1988	F/E L-1011	YMX
59	*	MALBOEUF	Richard	3 April 1989	F/E L-1011	YMX
60	*	MÉNARD	Denis	19 March 1990	F/E L-1011	YMX
61	*	DESMARTEAUX	Sylvain	5 April 1990	F/E L-1011	YMX
62		DIOLOLO	Michael	4 April 1991	F/O A-330	YMX
63	*	QUENNEVILLE	Roger	1 May 1989	F/E L-1011	YMX
64		AUCLAIR	Stéphane	11 December 1989	F/O L-1011	YMX
65	*	POMERLEAU	Jean	5 March 1990	F/E L-1011	YMX
66	*	SUTTON	David	16 March 1992	F/E L-1011	YYZ

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APPENDIX "A" (suite)

<i>Rank</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
67		COUTURE	Jean-Pierre	23 October 1992	CAPT B-757	YMX
68		HUMPHREY	Keith	16 March 1992	CAPT B-757	YYZ
69		KASPRZAK	Ted	1 December 1992	CAPT L-1011	YMX
70		ALEXANDRE	Michel	1 December 1992	CAPT L-1011	YMX
71		ROBERGE	Bernard	15 November 1992	CAPT B-757	YMX
72	*	RIVINGTON	Robert	1 October 1992	F/E L-1011	YMX
73		CHARTRAND	Marcel	19 October 1993	CAPT L-1011	YMX
74	*	PICHELLI	Bruno	1 December 1994	F/E L-1011	YYZ
75		VEILLEUX	Pierre	1 December 1995	CAPT A-330	YMX
76		DUFOUR	Gérard	1 December 1995	CAPT L-1011	YMX
77		LAFRANCE	Jean-Paul	1 December 1995	CAPT L-1011	YMX
78		GOSSELIN	Denis	1 December 1995	CAPT A-330	YMX
79		CAMPEAU	Patrick	1 May 1995	CAPT B-757	YMX
80		CORBEIL	Pierre	15 November 1995	CAPT A-330	YMX
81		MASSE	Yves	1 December 1995	CAPT L-1011	YMX
82		ARDIGO	Mario	1 December 1995	CAPT A-330	YMX
83		SIMARD	Michel	1 December 1995	CAPT L-1011	YMX
84		CORRIVEAU	Gaston	12 February 1996	F/O L-1011	YMX
85		BOYER	Serge	12 February 1996	CAPT A-330	YMX
86		TURMEL	Gilles M.	8 January 1996	CAPT B-757	YMX
87		BOUCHER	Jean	8 January 1996	CAPT B-757	YMX
88		GRAVEL	Louis	1 January 1996	CAPT B-757	YMX
89		DUGUAY	Frédéric	8 January 1996	CAPT A-330	YMX
90		LAVOIE	Simon	17 March 1996	CAPT B-757	YMX
91		GAUTHIER	Martin	18 March 1996	CAPT B-757	YMX
92		RONDEAU	Martin	18 March 1996	CAPT A-330	YMX
93		ROY	Simon	15 May 1996	CAPT L-1011	YMX
94		PEEL	Gregory W.	3 May 1996	CAPT A-330	YMX
95		BROCHU	Denis	20 May 1996	CAPT B-757	YMX
96		BRODEUR	Jean	15 April 1996	CAPT L-1011	YMX
97		LAVERDIÈRE	Michel	6 May 1996	F/O L-1011	YMX
98		GARANT	Roger	6 May 1996	CAPT L-1011	YMX
99		PICHÉ	Robert	11 March 1996	CAPT A-330	YMX
100		LARIVIÈRE	Marc	15 April 1996	F/O L-1011	YMX
101		GAUDIO	Pascal	20 May 1996	CAPT B-757	YMX

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APPENDIX "A" (suite)

<i>Rank</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
102		ALBERT	Réjean	11 March 1996	F/O L-1011	YMX
103		MÉTHOT	Richard	15 April 1996	CAPT L-1011	YMX
104		KERNER	Alf	15 April 1996	CAPT L-1011	YMX
105		PIGEON	Antoine	15 April 1996	CAPT B-757	YMX
106		PHILIBERT	Daniel	6 May 1996	CAPT L-1011	YMX
107		RUHDORFER	Christoph	11 March 1996	CAPT L-1011	YMX
108		PAGÉ	Ronald	18 March 1996	CAPT B-757	YMX
109		JOBIN	Michel	15 April 1996	CAPT B-757	YMX
110		MARCHETERRE	André	6 May 1996	CAPT L-1011	YMX
111		GOUDREAU	Sylvain	1 April 1996	CAPT B-757	YMX
112		DUBREUIL	Michel	11 March 1996	CAPT L-1011	YMX
113		DESJARDINS	Sylvain	1 March 1996	CAPT L-1011	YMX
114		DUPONT	Thierry	1 April 1996	F/O A-330	YMX
115		BRISEBOIS	Daniel	15 April 1996	F/O L-1011	YMX
116		OUELLET	Simon	1 April 1996	F/O B-757	YMX
117		THOMPSON	Darren	18 March 1996	CAPT B-757	YMX
118		ROY	Patrice	15 April 1996	CAPT L-1011	YMX
119	*	ANTUNES	Antonio	6 May 1996	F/E L-1011	YMX
120		ALLEN	Michael	1 December 1996	CAPT L-1011	YYZ
121		HENRY	François	16 September 1996	CAPT B-757	YMX
122		GAREAU	Michel	15 October 1996	F/O A-330	YMX
123		VANASSE	Daniel	16 September 1996	CAPT B-757	YMX
124		STARNINO	Daniel	30 September 1996	CAPT B-757	YMX
125		SMALL	Bradley	16 September 1996	CAPT A-330	YMX
126		LACOMBE	François	30 September 1996	CAPT A-330	YMX
127		TREMBLAY	Louis	14 October 1996	F/O B-757	YMX
128		DESJARDINS	Piero	30 September 1996	CAPT B-757	YMX
129		BOISJOLY	Jean-Pierre	30 September 1996	CAPT A-330	YMX
130		CARRIER	Jean-François	16 September 1996	CAPT A-330	YMX
131		RAPAGNA	Nick	18 November 1996	CAPT L-1011	YMX
132		PLANTE	Bernard	18 November 1996	CAPT L-1011	YMX
133		ST-PIERRE	Louis	18 November 1996	CAPT L-1011	YMX
134		YANIRE	Michel	18 November 1996	CAPT L-1011	YMX
135		TURGEON	Rainier	18 November 1996	CAPT L-1011	YMX
136		PRONOVOST	Yves	18 November 1996	CAPT L-1011	YMX

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APPENDIX "A " (suite)

<i>R a n k</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
137		SÉNÉCHAL	Christian	18 November 1996	CAPT L-1011	YMX
138	*	ALLAIRE	Alain	1 December 1996	F/E L-1011	YMX
139		PARÉ	Christian	1 February 1997	CAPT B-757	YMX
140		MICHAUD	Olivier	1 December 1996	F/O L-1011	YMX
141	*	LAPORTE	Daniel	1 December 1996	F/E L-1011	YMX
142		LAVOIE	Carol	1 February 1997	CAPT B-757	YMX
143		GERVAIS	Nicolas	18 February 1997	CAPT L-1011	YMX
144		DAIGLE	Claude	19 February 1997	CAPT L-1011	YMX
145		GENDRON	Marc-André	19 February 1997	CAPT L-1011	YMX
146		MOREAU	Benoît	19 February 1997	CAPT L-1011	YMX
147		BRASSARD	Gilles	18 February 1997	CAPT L-1011	YMX
148		MONETTE	Jean-Luc	19 February 1997	CAPT L-1011	YMX
149		FILION	Laurent	19 February 1997	CAPT L-1011	YYZ
150		LABELLE	Denys	19 March 1997	CAPT L-1011	YMX
151		FECTEAU	François	19 March 1997	F/O L-1011	YMX
152		BENGIO	Marc	19 March 1997	F/O A-330	YMX
153		ROSE	Terry David	18 March 1997	F/O A-330	YMX
154		THIVIERGE	Charles	19 March 1997	CAPT L-1011	YMX
155		BOURASSA	André	19 March 1997	CAPT L-1011	YMX
156		PERREAULT	Michel	19 March 1997	CAPT L-1011	YMX
157		GUJMOND	Gaëtan	19 March 1997	CAPT L-1011	YMX
158		BERGERON	Marie-Josée	19 March 1997	F/O A-330	YMX
159		LANDREVILLE	Richard	14 April 1997	F/O A-330	YMX
160		DAIGLE	Pierre	14 April 1997	F/O A-330	YMX
161		VILLEMAYRE	Philippe	16 April 1997	F/O L-1011	YMX
162		ROBERGE	Bruno	16 April 1997	F/O L-1011	YMX
163		MARCOTTE	Jacques	16 April 1997	F/O L-1011	YMX
164		OUELLET	Robert	16 April 1997	F/O L-1011	YMX
165		REA	Marco	16 April 1997	F/O L-1011	YMX
166		LÉOPOLD	Sébastien	16 April 1997	F/O L-1011	YMX
167		LECOMTE	Hugo	16 April 1997	F/O A-330	YMX
168		BOUCHARD	Claude	16 April 1997	F/O L-1011	YMX
169		BOUCHARD	Marc-André	16 April 1997	F/O L-1011	YMX
170		DÉRAGON	Hugo	14 May 1997	F/O B-757	YMX
171		LAVOIE	Jean-François	14 May 1997	CAPT L-1011	YMX

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APPENDIX "A" (suite)

<i>Rank</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
172	*	LORRAIN	Jacques	1 December 1996	F/E L-1011	YMX
173	*	TASTET	Jean-Michel	1 December 1996	F/E L-1011	YMX
174	*	CONARD	Ron	14 May 1997	F/E L-1011	YMX
175	*	LAIR	Brian	16 April 1997	F/E L-1011	YMX
176		SANDER	Fred	1 December 1997	CAPT L-1011	YYZ
177	*	JACQUES	François	16 December 1994	F/E L-1011	YMX
178	*	PAINCHAUD	Marcel	18 November 1996	F/E L-1011	YMX
179	*	KIKESSIS	Nick	19 February 1997	F/E L-1011	YMX
180	*	RELIC	Dejan	1 March 1997	F/E L-1011	YYZ
181		LEMAY	Jean	14 May 1997	F/O L-1011	YMX
182		LEMAY	Michel	2 March 1998	F/O B-757	YMX
183		ST-PIERRE	Yvan	2 March 1998	F/O B-757	YMX
184		LANGLOIS	Hugues	2 March 1998	F/O B-757	YMX
185		DUKE	Stéphane	2 March 1998	F/O B-757	YMX
186		CARRIÈRE	Jean-Guy	1 March 1998	CAPT L-1011	YMX
187	*	TARRICONE	Luigi	9 May 1994	F/E L-1011	YMX
188		POIRIER	Serge	6 April 1998	F/O A-330	YMX
189		LAPLANTE	Raymond	6 April 1998	F/O A-330	YMX
190		MIGNAULT	Jacques	6 April 1998	CAPT L-1011	YMX
191		FAUVELLE	David Edward	6 April 1998	F/O A-330	YMX
192		BÉLANGER	Fernand	6 April 1998	F/O L-1011	YMX
193		CROWLEY	Kenneth	6 April 1998	F/O A-330	YMX
194		KOKAI-KUNN	Anthony	4 May 1998	F/O A-330	YVR
195		BEAUDOIN	Pierre	4 May 1998	F/O A-330	YMX
196		DUFORT	Jacques	4 May 1998	F/O L-1011	YYZ
197		COSSETTE	André	4 May 1998	F/O A-330	YMX
198		FORGUES	Luc	4 May 1998	F/O L-1011	YMX
199		KING	Gérald W.	1 January 1999	F/O L-1011	YYZ
200		FONTAINE	Denis	14 May 1995	F/O B-757	YMX
201		LADOUCEUR	Benoît	18 May 1998	F/O B-757	YMX
202		CACHAT	Hubert	18 May 1998	F/O B-757	YMX
203		AUBIN	Sylvain	18 May 1998	F/O B-757	YMX
204		SIMARD	Denis	18 May 1998	F/O B-757	YMX
205		PUNDE	Christian	18 May 1998	F/O B-757	YMX
206	*	BRÛLÉ	Pierre	14 May 1997	F/E L-1011	YMX

<i>Rank</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
207		HAYDEN	John	8 October 1998	F/O B-757	YMX
208		LABBÉ	Jean	8 October 1998	F/O B-757	YMX
209		BEAUDRY	Jacques	8 October 1998	F/O B-757	YMX
210		SMEREK	David M.	8 October 1998	F/O L-1011	YYZ
211		BOULIANE	Alain	8 October 1998	F/O B-757	YMX
212		HUDICOURT	Gilles	8 October 1998	F/O B-757	YMX
213		GARON	Jean-Luc	8 October 1998	F/O B-757	YMX
214		LEBLANC	Michel	8 October 1998	F/O B-757	YMX
215		PRUD'HOMME	Olivier	8 October 1998	F/O B-757	YMX
216		BISHOP	Mark	8 October 1998	F/O B-757	YMX
217		PEDDLE	Charles	8 October 1998	F/O B-757	YMX
218		WYMAN	John	8 October 1998	F/O B-757	YMX
219		GOETZ	Jean-Baptiste	8 October 1998	F/O A-330	YVR
220		BERGERON	Pierre	8 October 1998	F/O B-757	YMX
221		HALLÉ	Christian	8 October 1998	F/O B-757	YMX
222		PASH	Danny	8 October 1998	F/O B-757	YMX
223		BOUFFARD	Carol	8 October 1998	F/O A-330	YMX
224	*	KHAYAT	Jacques	19 March 1997	F/E L-1011	YMX
225		ROY	Jean-Marc	12 October 1998	F/O L-1011	YMX
226		BEAUDOIN	Claude	2 November 1998	F/O L-1011	YMX
227		GIBSON	Eunice	2 November 1998	F/O L-1011	YMX
228		ST-JEAN	Marc	2 November 1998	F/O A-330	YMX
229		MONTPLAISIR	Michel	2 November 1998	F/O A-330	YMX
230		JACKSON	Matthew B.	2 November 1998	F/O B-757	YYZ
231		GREGSON	Brent	2 November 1998	F/O A-330	YYZ
232		ROSNEN	Gilles	2 November 1998	F/O A-330	YMX
233		DE JAGER	Dirk	2 November 1998	F/O L-1011	YMX
234		TARABIC	Milos	10 May 1999	F/O L-1011	YYZ
235		OVERDUIN	Martin	10 May 1999	F/O L-1011	YYZ
236		GIBBONS	Bradley S.	10 May 1999	F/O L-1011	YYZ
237		KAMPHUIS	Henry	10 May 1999	F/O L-1011	YYZ
238		LEWIS	Ann-Marie	10 May 1999	F/O L-1011	YYZ
239		BHERER	Robert	11 October 1999	F/O B-757	YYZ
240		CRYMBLE	Brendan	11 October 1999	F/O B-757	YYZ
241		ANDERSON	Robert	11 October 1999	F/O B-757	YYZ

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Rank	F/E	Name	First Name	Hiring Date	Position	Base
242		NIELSEN	Henning	18 October 1999	F/O L-1011	YYZ
243		PEVERLEY	Colin	18 October 1999	F/O L-1011	YYZ
244		McLAUGHLIN	T. James	18 October 1999	F/O L-1011	YYZ
245		HISLOP	Tom	18 October 1999	F/O L-1011	YYZ
246		SARGENT	David	18 October 1999	F/O L-1011	YYZ
247		JUERGENSEN	Hans	18 October 1999	F/O L-1011	YYZ
248		DANIELS	Jeffrey Scott	18 October 1999	F/O L-1011	YMX
249		CLOUTIER	Philippe	18 October 1999	F/O L-1011	YMX
250		MOUSSAOUI	Driss	18 October 1999	F/O L-1011	YMX
251		KASPRZAK	John	18 October 1999	F/O L-1011	YYZ
252		PINARD	Christuan	10 April 2000	F/O L-1011	YMX
253		D'ASTOUS	Gilles	10 April 2000	F/O L-1011	YMX
254		ST-ONGE	Alain	10 April 2000	F/O B-757	YYZ
255		RIVET	Jean-René	10 April 2000	F/O B-757	YYZ
256		LEGAULT	Sylvain	10 April 2000	F/O B-757	YYZ
257		ROBERGE	Denis	10 April 2000	F/O L-1011	YYZ
258		LUSSIER	Luc	10 April 2000	F/O L-1011	YYZ
259		TÊTU	Nancy	10 April 2000	F/O B-757	YYZ
260		ROCHELEAU	Alain	10 April 2000	F/O B-757	YYZ
261		BOUDOU	Jean-Pierre	10 April 2000	F/O B-757	YYZ
262		RIOUX	Gaston	10 April 2000	F/O B-757	YYZ
263		SIMON	Jeffrey	10 April 2000	F/O L-1011	YYZ
264		MAYLLOUX	Éric	10 April 2000	F/O B-757	YYZ
265		RIOUX	Robert	10 April 2000	F/O B-757	YYZ
266		ROYER	Sylvain	10 April 2000	F/O B-757	YYZ
267		PAUL-HUS	Patrick	10 April 2000	F/O L-1011	YYZ
268		MACKIE	Greg	10 April 2000	F/O L-1011	YYZ
269		GAUTHIER	Bernard	10 April 2000	F/O L-1011	YYZ
270		GUILLEMETTE	Stéphane	25 April 2000	F/O B-757	YYZ
271		THIBAUT	Éric	25 April 2000	F/O B-757	YYZ
272		DAUPHINAIS	Stéphane	8 May 2000	F/O L-1011	YYZ
273		LIPISCHAK	Todd	8 May 2000	F/O L-1011	YYZ
274		HARRISON	James	8 May 2000	F/O L-1011	YYZ
275		ROY	Luc	8 May 2000	F/O L-1011	YYZ
276		ST-GELAIS	David	8 May 2000	F/O L-1011	YYZ

APPENDIX "A " (suite)

<i>Rank</i>	<i>F/E</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
277		JOURDANET	Luc	8 May 2000	F/O L-1011	YYZ
278		GAGNÉ	Éric	8 May 2000	F/O L-1011	YYZ
279		LECOMTE	Gérard	8 May 2000	F/O L-1011	YYZ

- Flight Engineer on the Pilot Seniority List

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Flight Engineer Seniority List

<i>Rank</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
1	LANDRY	Yves	24 August 1987	F/E L-1011	YMX
2 *	LAUZON	Sylvain	15 February 1988	F/E L-1011	YMX
3 *	LOISELLE	Benoît	15 February 1988	F/E L-1011	YMX
4	BRISSON	Jocelyn	28 September 1987	F/E L-1011	YMX
5 *	OUELLET	Alain	3 April 1988	F/E L-1011	YMX
6 *	MALBOEUF	Richard	3 April 1989	F/E L-1011	YMX
7 *	MÉNARD	Denis	19 March 1990	F/E L-1011	YMX
8 *	DESMARTEAUX	Sylvain	5 April 1990	F/E L-1011	YMX
9	BOUCHARD	Michel	11 December 1989	F/E L-1011	YMX
10 *	QUENNEVILLE	Roger	1 May 1989	F/E L-1011	YMX
11 *	POMERLEAU	Jean	5 March 1990	F/E L-1011	YMX
12 *	SUTTON	David	16 March 1992	F/E L-1011	YYZ
13 *	RIVINGTON	Robert	1 October 1992	F/E L-1011	YYZ
14	MEADOWS	Murray	3 December 1992	F/E L-1011	YYZ
15	BOUCHER	Roger	7 April 1993	F/E L-1011	YMX
16 *	PICHELLI	Bruno	1 December 1994	F/E L-1011	YYZ
17	CHANTIGNY	Raymond	26 April 1993	F/E L-1011	YMX
18 *	ANTUNES	Antonio	6 May 1996	F/E L-1011	YMX
19	RONDEAU	Marc	11 March 1996	F/E L-1011	YMX
20	CÔTÉ	Jacques	26 June 1996	F/E L-1011	YMX
21	LANDRY	Jean-Luc	11 March 1996	F/E L-1011	YMX
22	SHRAGA	Raphaël	1 December 1996	F/E L-1011	YYZ
23 *	TASTET	Jean-Michel	1 December 1996	F/E L-1011	YMX
24 *	ALLAIRE	Alain	1 December 1996	F/E L-1011	YMX
25 *	MICHAUD	Olivier	1 December 1996	F/E L-1011	YMX
26 *	LAPOINTE	Daniel	1 December 1996	F/E L-1011	YMX
27 *	LORRAIN	Jacques	1 December 1996	F/E L-1011	YYZ
28	PINARD	Jacques	18 November 1996	F/E L-1011	YMX
29	BÉLANGER	Michel	7 April 1993	F/E L-1011	YMX
30 *	TARRICONE	Luigi	9 May 1994	F/E L-1011	YMX
31 *	JACQUES	François	16 December 1994	F/E L-1011	YMX
32	ARCHAMBAULT	Jean-François	25 July 1997	F/E L-1011	YMX
33 *	RELIC	Dejan	1 March 1997	F/E L-1011	YYZ

APPENDIX "A" (suite)

<i>Rank</i>	<i>Name</i>	<i>First Name</i>	<i>Hiring Date</i>	<i>Position</i>	<i>Base</i>
34 *	KIKESSIS	Nick	1 February 1997	F/E L-1011	YMX
35	BERNIER	Yves	19 February 1997	F/E L-1011	YMX
36 *	PAINCHAUD	Marcel	18 November 1996	F/E L-1011	YMX
37	LEPAGE	Michel	19 March 1997	F/E L-1011	YMX
38 *	LAIR	Brian	16 April 1997	F/E L-1011	YYZ
39 *	KHAYAT	Jacques	19 March 1997	F/E L-1011	YMX
40 *	CONARD	Ron	14 May 1997	F/E L-1011	YMX
41	LOISEL	Gaston	19 March 1997	F/E L-1011	YMX
42 *	BRÛLÉ	Pierre	14 May 1997	F/E L-1011	YMX
43	BARRETTE	Guy	17 March 1997	F/E L-1011	YMX
44	LANDREVILLE	Jean-Charles	10 April 1997	F/E L-1011	YMX
45	CUDAHY	Patrick	14 May 1997	F/E L-1011	YMX
46	SEBBAR	Mohammed	3 April 1998	F/E L-1011	YMX
47	LESSARD	Jacques	3 April 1998	F/E L-1011	YMX
48	BILL	Nelson	3 April 1998	F/E L-1011	YMX
49	BURK	John	3 April 1998	F/E L-1011	YYZ
50	SOURLIGAS	Nicolas	3 April 1998	F/E L-1011	YMX
51	SANFAÇON	Stéphane	4 May 1998	F/E L-1011	YMX
52	LEFEBVRE	Richard	4 May 1998	F/E L-1011	YMX
53	TREMBLAY	Martin	4 May 1998	F/E L-1011	YMX
54	VANIER	Dany	4 May 1998	F/E L-1011	YMX
55	GRÉGOIRE	Robert	14 June 1999	F/E L-1011	YMX

* Flight Engineer on the Pilot Seniority List

APPENDIX "B"

AIR TRANSAT

SENIORITY – EVALUATION GRID

EVALUATION GRID FOR THE ATTRIBUTION OF SENIORITY NUMBER

PILOTS

Jet or Turbo prop of 12 500 lbs and under	2 pts x 1 000 hrs Captain 1 pt x 1 000 hrs First Officer
Jet or Turbo prop of over 12 500 lbs But under 44 000 lbs	4 pts x 1 000 hrs Captain 2 pts x 1 000 hrs First Officer
Jet or Turbo prop of over 44 000 lbs But under 100 000 lbs	6 pts x 1 000 hrs Captain 3 pts x 1 000 hrs First Officer
Jet or Turbo prop of over 100 000 lbs	8 pts x 1 000 hrs Captain 4 pts x 1 000 hrs First Officer
Jet of over 44 000 lbs	7 pts x years as Chief-Pilot or Supervisor

FLIGHT ENGINEERS

Hours of flight as Flight Engineer	200 pts x 1 000 hrs of flight
Accumulation of time as Licensee Mechanic	15 pts x years of service
Accumulation of time as Mechanic	5 pts x years of service

Notwithstanding the particularities stipulated above, the Mechanics coming from the Maintenance Department of Air Transat will have priority on the Flight Engineers hired from outside the Company for the attribution of a seniority number. These Mechanics will retain the same order of seniority they were holding in the Maintenance Department.

AIR TRANSAT

MINIMUM QUALIFICATION REQUIREMENTS

L-1011 IB-757 IA-310 IA-330

CAPTAIN:

- Airline Pilot Licence
- * Minimum 7,000 hours of flight of which:
 - 2,000 hours on jet aircraft of over 44 000 lbs
- * Minimum:
 - 1,500 hours as Captain or
 - 2,000 hours as First Officer with the Company
- * Successful outcome of evaluation procedure established by the Company

FIRST OFFICER (when hired):

- * Airline Pilot Licence
- * Minimum 4,000 hours of flight of which:
 - 500 hours on jet aircraft of over 44 000 lbs
 - 1,000 hours turbo-prop of over 12 500 lbs

FLIGHT ENGINEER to FIRST OFFICER:

- * Minimum 4,000 hours of flight of which
 - Minimum 1,000 hours of flight as pilot
 - 3,000 hours of flight as Flight Engineer with the Company (flight hours as Flight Engineer could be less if the candidate has more than 1,000 hours of flight as pilot)

Example: 1,500 hours of flight as pilot and 2,500 hours of flight as Flight Engineer

- * Successful outcome of application procedure described in Article 36.1

FLIGHT ENGINEER:

- * A.M.E. licence
- * Licence of Flight Engineer

NOTE: The Company reserves the right to deviate from the above minimum qualifications where it is of the opinion that a candidate has the relevant experience to perform the duties.

APPENDIX "D"

AIR TRANSAT

NOTICE FOR VACANT POSITIONS

TYPE OF EQUIPMENT: _____

DATE OF THE NOTICE: _____

POSITION:

CAPT	F/O	F/E
-------------	------------	------------

NUMBER OF VACANT POSITIONS:

--	--	--

* **Note to the FCM hired on or after 99-01-01**

To occupy this position, your home base will be : _____

YMX:

YYZ:

YVR:

CLOSING DATE OF THE NOTICE: _____

EFFECTIVE DATE: _____

TOTAL NUMBER OF POSITIONS PER EQUIPMENT:

	L-1011	B-757	A-310	A-330
CAPT				
F/O				
F/E				

Signature: _____ **Date:** _____
Flight Operations Department

APPENDIX "E"

AIR TRANSAT

LETTER OF PREFERENCES

NAME: _____

SENIORITY: _____

PERMANENT POSITION: _____

Please indicate your preference in order to protect your number of seniority

If desired, in order that your preference is respected, please indicate the number of FCM's junior to you who will occupy the same position

CAPT	A-310	_____	_____
F/O	A-310	_____	_____
CAPT	A-330	_____	_____
F/O	A-330	_____	_____
CAPT	L-1011	_____	_____
F/O	L-1011	_____	_____
F/E	L-1011	_____	_____
CAPT	B-757	_____	_____
F/O	B-757	_____	_____

CHOICE OF HOME BASE

YMX ☐ YYZ ☐ YVR ☐

PROMOTION

The FCM who wants to obtain a promotion must complete this section.

☐ *I have the Minimum Qualification Requirements specified in APPENDIX "C" and I want an evaluation for a promotion to the position of:*
CAPTAIN ☐
FIRST OFFICER ☐
Date: _____

☐ *I have obtained a positive evaluation for a promotion to the position of:*
CAPTAIN **a**
FIRST OFFICER **a**

☐ *I don't have the Minimum Qualification Requirements specified in APPENDIX "C" for the requested promotion*

Signature: _____ Date: _____
FCM

Signature: _____ Date: _____
Flight Operations Department

APPENDIX "F"

AIRTRANSAT

REQUEST FORM FOR UNPAID LEAVE

NAME: _____ # SENIORITY: _____

PERMANENT POSITION: _____

TYPE OF THE LEAVE OF ABSENCE:

SUBJECT TO RECALL ☐

NOTSUBJECT TO RECALL ☐

STARTING DATE OF THE LEAVE OF ABSENCE: _____

ENDING DATE OF THE LEAVE OF ABSENCE: _____

REASON FOR THE LEAVE OF ABSENCE:

INSURANCE:

☐ I wish to stop my participation to the Collective *Insurance Plan* during my leave of absence

☐ I wish to maintain, at my own expense, my participation to the Collective *Insurance Plan* (including salary insurance) during my leave of absence

LETTER OF PREFERENCES

☐ I wish to stop my Letter of Preferences during my leave of absence

☐ I wish to maintain my Letter of Preferences during my leave of absence

Signature: _____ Date: _____
FCM

Signature: _____ Date: _____
night Operations Department

APPROVAL ☐

REFUSAL ☐

Signature: _____ Date: _____
Chief-Pilot/ Chief-Flight Engineer

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APPENDIX "G"

AIR TRANSAT

HOTEL ACCOMMODATIONS -- EVALUATION GRID

Part 1 Basic criteria used for evaluation

COMPANY - FCM - CCP

Safety		Examples: _____
	Fire prevention	_____ Meets local standards
	Safe environment	_____ Patrol / Good lighting
	Hotel security	_____ Staff / Good lighting
	Room security	_____ Peephole/Chain
Cleanliness		
	Reception	_____
	Hallways	_____
	Furnishings	_____
	Carpeting	_____
	Curtains	_____
	Bathroom	_____
	Bedding	_____
	Window	_____
Comments:	_____	
Comfort		
	Soundproofing of rooms	_____
	Blackout curtains	_____
	Telephone	_____
	Beds	_____
	Window	_____
	Air conditioning/heating	_____
	Restaurants at hotel	_____
	Wake-up service	_____
	Radio/TV	_____
	Non-smoking rooms	_____

Part 2 Amenities and Services

COMPANY - FCM - CCP

scale of 1 to 5: 1 - Inadequate 3 - Satisfactory 5 - Excellent

Fast arrival / departure	_____	
Transportation to/from airport	_____	Tips / to pay _____
Transportation downtown	_____	Tips / to pay _____
Access to various restaurants	_____	
Vanity space	_____	
Bath and shower	_____	
Room service	_____	Waiting time _____
Functional layout	_____	
RATING:	_____	

Part 3 Amenities and Services, for information purposes only

Iron in room _____
 Coffeemaker in room _____
 Crew lounge _____
 Discount on food _____
 Discount on drinks _____
 Free local calls _____
 Free coffee _____
 Cleaning service _____
 Exercise room _____
 Sauna _____
 Indoor / outdoor pool _____

Other Amenities and Services Offered by the Hotel

Distance in time and km between hotel and airport _____
 Distance in time and km between hotel and downtown _____
 Other airlines using this hotel for their personnel _____

Doctor at hotel on standby: YES _____ NO _____
 Name of doctor: _____
 Address: _____
 Telephone: _____
 Nearest medical clinic: _____
 Address: _____
 Telephone: _____

Evaluation Grid for Selecting Hotels on Layovers

Preamble: This appendix is attached to this Collective Agreement solely for information purposes.
 Part 1: This part identifies the basic criteria used to rate hotels for selection purposes. A positive reply to each of these criteria is required in order to pass the first acceptance level.
 Part 2: This part identifies the list of amenities and services offered by the hotel. The cumulative total of points given by the Selection Committee must amount at least to 72 in order for the hotel to be eligible for selection.
 Part 3: The information contained in this part is used only for information purposes for the Selection Committee.

General Information

This hotel could be selected for: a) short layovers _____
 b) long layovers _____
 The evaluation of the hotel have been made: a) during a stay there _____
 b) during a short visit _____

Date: _____
 Hotel: _____
 Address: _____
 City: _____
 Telephone: _____
 Fax: _____

Contact at the hotel: _____ Title: _____
 Air Transat representative: _____ Title: _____
 FCM representative: _____ Title: _____
 CCP representative: _____ Title: _____

Part 1: Admissible YES _____ NO _____
 Part 2: Point Score: _____

APPROVAL: AIR TRANSAT _____ FCM _____ CCP _____

Signatures: _____
 AIR TRANSAT _____ FCM _____ CCP _____

LETTERS OF
UNDERSTANDING

Page_____

LETTER OF UNDERSTANDING #1

AIR TRANSAT

LETTER OF UNDERSTANDING # 1

BETWEEN
AIR TRANSAT A.T. INC.
AND
AIR LINE PILOTS ASSOCIATION (ALPA)

REMUNERATION OF SICK DAY CREDITS
ACCUMULATED N DECEMBER 31st, 1999

Within **fifteen (15)** days following the **ratification** of this Collective Agreement, the Company must advise each **FCM** of his **balance** of sick day credits as of December 31st, 1999. Unless otherwise informed by the **FCM**, his bank of sick day credits accumulated on December 31st, 1999 will be paid at **fifty per cent (50%)** of his hourly rate. If the **FCM** wishes to **transfer** and accumulate his sick day credits for the year **2000** (for a maximum of **72** FTC including the new credits attributed for the year **2000**), he must **advise** the Company to do so by completing the appropriate **form** and return it as **soon** as possible.

On **January 1st, 2000**, 36 FTC will be added to the bank of sick day credits of each **FCM** on active service.

On the date of signature of this Collective Agreement, the balance of sick day credits is reduced according to the number of sick days taken by the **FCM** since the beginning of the reference year. **Afterwards**, the control of sick day credits is executed according to the clauses of Section 9, Sick Leave.

The payment of the balance of sick day credits and the monetary clauses subject to the retroactivity will be effective on the same date.

IN WITNESS WHEREOF, the parties have signed on this **3rd day** of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

(S) **ANDRÉ SOUCHON**

(S) **DENIS GOSSELIN**

(S) **SUZANNE VIENS**

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) **MICHEL ALEXANDRE**

(S) **ALAIN OUELLET**

(S) **PERCY TOOP**

(S) **DUANE WORTH**

CERTIFIED COPY

LETTER OF UNDERSTANDING #2

A I R ! TRANSAT

LETTER OF UNDERSTANDING # 2

BETWEEN
AIR TRANSAT A.T. INC.
AND
AIR LINE PILOTS ASSOCIATION (ALPA)

CREW SCHEDULING DEPARTMENT (CSD)

In order to increase the level of satisfaction of the FCM's with the CSD and to ameliorate the operations of this department, the parties agree on the following procedures:

- in order to permit the application of Article 14.19.1, the Company will develop, in collaboration with the Association, a training program for the CSD employees;
- in Spring 2000, the Company agrees to implement a computer system for crew scheduling, AIMS;
- three (3) months after the implementation of AIMS, the Association will present to the Company a report on the CSD. If the Association proves there is no amelioration in the operations of this department, the parties agree to **re-negotiate** the clauses of Article 14.19.

IN WITNESS WHEREOF, the parties have signed on this 3rd day of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

(S) ANDRÉ SOUCHON

(S) DENIS GOSSELIN

(S) SUZANNE VIENS

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) MICHEL ALEXANDRE

- - - - -

(S) ALAIN OUELLET

- - - - -

(S) PERCY TOOP

(S) DUANE WORTH

- - - - -

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LETTER OF UNDERSTANDING #3

AIR TRANSA T

LETTER OF UNDERSTANDING # 3

BETWEEN
AIR TRANSAT A.T. INC.
AND
AIR LINE PILOTS ASSOCIATION (ALPA)

CHOICE FOR HOME BASE

At the ratification of this Collective Agreement, the parties agree on the following provisions concerning the FCM's hired before 1999-01-01:

- the FCM will have fifteen (15) days after the ratification of this Collective Agreement to advise in **writing** of his home base choice. The Company must **accept** any **request** for a base transfer between Montreal and Toronto or Toronto and Montreal but may restrict the number of transfers to Vancouver according to operational needs;
- the closing date of the notice for transfers will be published and a vocal message will be entered on **the** chatterbox of the CSD;
- it is agreed **that** after the closing date for transfers, the home base of these FCM's will be maintained for the duration of this Collective Agreement and could not be changed unless an agreement is made between the FCM's, the **Association** and the Company;
- according to **this Letter of Understanding**, the FCM who agrees to change his home base is eligible to moving allowances **stipulated** in Article 15.6.

IN 'WITNESS WHEREOF, **the** parties have signed on this 3rd day of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

(S) ANDRÉ SOUCHON

(S) DENIS GOSSELIN

(S) SUZANNE VIENS

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) MICHEL ALEXANDRE

(S) ALAIN OUELLET

(S) PERCY TOOP

(S) DUANE WORTH

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LETTER OF UNDERSTANDING #4

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LETTER OF UNDERSTANDING # 4

BETWEEN
AIR TRANSAT A.T. INC.
AND
AIR LINE PILOTS ASSOCIATION (ALPA)

NIGHT FLIGHT TO THE AZORES AND HAWAÏ

The parties agree on the following clauses applicable to any incoming-outgoing night flight to the Azores or Hawaï.

- Since the ratification of this Collective Agreement, no night duty period including incoming-outgoing flight Toronto-Azores-Toronto or Montréal-Azores-Montréal will be scheduled.
- Beginning on September 1st, 2000, no night duty period including incoming-outgoing flight Vancouver-Hawaï-Vancouver will be scheduled.

A night duty period is defined when 3:00 hours or over are executed between 00:00 h et 06:00 h, local time from the place it began.

IN WITNESS WHEREOF, the parties have signed on this 3rd day of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

(S) ANDRÉ SOUCHON

(S) DENIS GOSSELIN

(S) SUZANNE VIENS

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) MICHEL ALEXANDRE

(S) ALAIN OUELLET

(S) PERCY TOOP

(S) DUANE WORTH

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LETTER OF UNDERSTANDING #5

AIR TM NSA T

LETTER OF UNDERSTANDING # 5

BETWEEN
AIR TRANSAT A.T. INC.
AND
AIR LINE PILOTS ASSOCIATION (ALPA)

HOTEL ACCOMMODATIONS DURING LAYOVERS
IN TORONTO AND MONTREAL

Notwithstanding the provisions stipulated in Article 16.1.4 regarding the situation of hotel accommodations during layovers of 20:00 hours and over, the parties agree on the following restrictions applicable to the cities of Toronto and Montréal.

- City of Toronto: hotel accommodations are situated within ten (10) km from the airport are quite acceptable.
- City of Montréal: hotel accommodations situated in Laval, more specifically nearby Carrefour Laval, are quite acceptable.

IN WITNESS WHEREOF, the parties have signed on this 3rd day of April, 2000.

FOR
AIR TRANSAT A.T. INC.

(S) ANDRÉ SOUCHON

(S) DENIS GOSSELIN

(S) SUZANNE VIENS

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) MICHEL ALEXANDRE

(S) ALAIN OUELLET

(S) PERCY TOOP

(S) DUANE WORTH

CERTIFIED COPY

LETTER OF UNDERSTANDING #6

AIR TRANSAT

LETTER OF UNDERSTANDING # 6

BETWEEN
AIR. TRANSAT A.T. INC.
AND
AIR LINE PILOTS ASSOCIATION (ALPA)

CONSTRUCTION

Recognizing that it will be important for FCM's that the pairings be judiciously construct, the Company agrees to involve any FCM's during the planning process of the seasons.

In this event, a special committee composed by the President, the Vice-President Flight Operations, the Vice-President Technical Support and three (3) FCM's designated by the Association is created.

A permanent committee is also created in order to analyse and propose alternatives for the pairings during each season. This committee is composed by the Vice-President Flight Operations, the Vice-President Technical Support and two (2) FCM's.

The Company agrees to release the FCM's involved in these committees and allow them the credits for Association business as per Article 14.16.1 for each day released when meetings will be required with the Company.

IN WITNESS WHEREOF, the parties have signed on this 3rd day of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

(S) ANDRÉ SOUCHON

(S) DENIS GOSSELIN

(S) SUZANNE VIENS

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) MICHEL ALEXANDRE

(S) ALAIN OUELLET

(S) PERCY TOOP

(S) DUANE WORTH

CERTIFIED COPY

LETTER OF UNDERSTANDING # 7

AIR TRANSAT

LETTER OF UNDERSTANDING # 7

BETWEEN
AIR TRANSAT A.T. INC.
AND
AIR LINE PILOTS ASSOCIATION (ALPA)

FCM OF 65 YEARS OLD AND OVER

Notwithstanding the clauses in Section 26, Age of Retirement, the parties agree on the following provisional measures applicable to the FCM's who have or will have the age of 65 years old before October 31st, 2001.

- The FCM's concerned by the present agreement will maintain their employ until: October 31st, 2001. On October 31st, 2001, each FCM of 65 years old or over must apply for retirement.

IN WITNESS WHEREOF, the parties have signed on this 3rd day of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

(S) ANDRÉ SOUCHON

- - - - -

(S) DENIS GOSSELIN

(S) SUZANNE VIENS

- - - - -

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) MICHEL ALEXANDRE

- - - - -

(S) ALAIN OUELLET

- - - - -

(S) PERCY TOOP

- - - - -

(S) DUANE WORTH

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LETTER OF UNDERSTANDING #8

AIR TRANSA T

LETTER OF UNDERSTANDING # 8

BETWEEN
AIR TRANSAT A.T. INC.
AND
AIR LINE: PILOTS ASSOCIATION (ALPA)

ARTICLES CONCERNED BY THE RETROACTIVITY

It is agreed between the parties that the retroactive payment of the following items is calculated from November 1st, 1998.

1. SALARY SCALE: the salary scale as stipulated in Article 17.5.
2. OVERTIME: overtime over 85 FTC is payable at time and a half as stipulated in Article 17.3.
3. BONUS: adjustment of the bonus for the period of November 1st, 1998 to October 31st, 1999; initial standard bonus of 2.5% readjusted with the new scale salary as stipulated in Article 17.5.
4. RETIREMENT PLAN: the FCM's who decide to apply have the opportunity to pay their part with the necessary amount from November 1st, 1999 in order to complete and take advantage of the full participation of the Company for this reference year.
5. PER DIEM: the payment of per diem is executed as stipulated in Articles 15.2 and 15.3.
6. SICK DAYS:
 - a) A FCM may choose to transfer his sick days accumulated on December 31st, 1999 up to a maximum of nine (9) days and receive an amount for the extra days calculated at fifty per cent (50%) of his hourly rate as stipulated in Article 17.5, or
 - b) As per Article 9.6.4, a FCM may also choose not to transfer his sick days and receive the payment for the extra days still in his bank on December 31st, 1999 calculated at fifty per cent (50%) of his hourly rate as stipulated in Article 17.5.
7. VACATION DAYS: for the FCM's who have rebought their vacation days from the Company, the adjustment of the amount will be executed as stipulated in Articles 8.1.6.1 and 17.5.
8. DAYS OFF: for the FCM's who have been granted more days off as per Article 8.2.3, the payment of these days are executed as stipulated in Articles 8.1.6.1 and 17.5.

LETTER OF UNDERSTANDING #8 (suite)

9. FURNITURES: the payment of allowances for supplies, dry cleaning and/or shoes expenses are executed as stipulated in Article 32.4.
10. FLIGHT ENGINEERS: for Flight Engineers who have become First Officer on November 1st, 1998, the salary **scale** adjustment and the payment are **executed** as stipulated in Article 17.1.2.2.
11. **FIRST OFFICERS**: for First Officers hired **after** October 31st, 1998 who had received a training salary for over sixty (60) days as **specified** in Article 17.4, the payment of the difference between these sixty (60) days and the First Revenue Flight is made at his pay rate **stipulated** in Article 17.5.
12. **FCM INSTRUCTORS AND SUPERVISORS**: for the **FCM** Instructors or Supervisors, the payment of allowances is executed as stipulated in Article 19.6.

IN WITNESS WHEREOF, **the** parties have signed on this 3rd day of April, 2000.

FOR:
AIR TRANSAT A.T. INC.

(S) ANDRÉ SOUCHON

(S) DENIS GOSSELIN

(S) SUZANNE VIENS

FOR:
AIR LINE PILOTS ASSOCIATION (ALPA)

(S) MICHEL ALEXANDRE

(S) ALAIN OUELLET

(S) PERCY TOOP

(S) DUANE WORTH

CERTIFIED