

COLLECTIVE AGREEMENT

No. 04

BETWEEN

KELOWNA FLIGHTCRAFT AIR CHARTER LTD.



KELOWNA Flightcraft AIR CHARTER LTD
AND

THE PILOTS IN THE EMPLOY OF

KELOWNA FLIGHTCRAFT AIR CHARTER LTD.

AS REPRESENTED BY THE

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL



EFFECTIVE

APRIL 01, 2015

TO

MARCH 31, 2020



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SECTION 1

PREAMBLE

1-1 COLLECTIVE AGREEMENT

- .01 This Collective Agreement (the Agreement) is entered into between Kelowna Flightcraft Air Charter Ltd (the Company or KFACL) and the Pilots employed by Kelowna Flightcraft Air Charter Ltd., as represented by the Air Line Pilots Association, International (the Association or ALPA), collectively known as the Parties.
- .02 All articles and obligations contained in this Agreement shall be equal to or of a higher standard to those contained in the Canada Labour Code (CLC), The Canadian Aviation Regulations (CARs) or any other statute which may impact this Agreement. In the event the provisions contained in the CLC, CARs or any other statute which may impact this Agreement are amended to a higher standard than those contained in this Agreement, then such higher standards shall apply.

1-2 INTERPRETATION

- .01 Throughout this Agreement when the Master Executive Council (MEC) Chairman, the MEC Grievance Chairman, the Chief Pilot, the Director of Flight Operations (DFO) or the President is referenced, it shall be understood also to include or his designate".
- .02 It is understood that any references contained in this Agreement, Letter of Understanding (LOU), Letter of Intent (LOI) or amendments to the singular shall also pertain to the plural where appropriate.
- .03 It is understood that any references contained in this Agreement, LOU, LOI or amendments to the masculine gender shall also pertain to the female gender.
- .04 It is understood that any references contained in this Agreement, LOU, LOI or amendments to any interval of time, e.g.: days, business days, weeks or months, shall be understood to be consecutive, unless otherwise specified within this Agreement.
- .05 The Company shall provide the MEC notifications listed in this agreement within seven (7) calendar days of the occurrence, unless otherwise specified in the Agreement.

1-3 OBJECTIVES

- .01 The objective of this Agreement is to recognize and promote air transport safety standards, the Company's economic and efficiency objectives, protection of property, and the highest quality of customer service.
- .02 The Parties acknowledge that compliance with the terms of this Agreement and the development of a spirit of co-operation are essential to the pursuit of standards of excellence that will be beneficial to both the interests of the public and the Parties concerned.

1-4 OBLIGATIONS

- .01 For the period of this Agreement the Parties undertake to comply fully with the procedures set out in this Agreement and the Canada Labour Code (CLC) with respect to peaceful settlements of disputes.
- .02 The Parties acknowledge the terms of the CLC per Section 88.1. For clarity, that "Strikes and lockouts are prohibited during the term of a collective agreement", or as may be amended in the CLC.

1-5 NO CESSATION OF WORK

- .01 The Association undertakes not to cause or permit its Pilots to strike; nor shall any Pilots take part in a strike or any kind of interference with, or stoppage, partial or total, of any of the Company's operations during the duration of this Agreement.



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.02 The Company shall not lock out any Pilot bound by this Agreement during the duration of this Agreement.



SECTION 2

RECOGNITION

2-1 ASSOCIATION RECOGNITION

- .01 In accordance with the Canada Industrial Relations Board (CIRB) certification issued on July 18, 1995, the Company shall recognize ALPA, or as may be amended, as the sole bargaining agent representing Pilots in its employ, and that the Association has the power to bargain and conclude an Agreement with the Company.
- .02 This Agreement shall not cover the Chief Pilots and Pilots above that rank, unless otherwise specified in this Agreement.

2-2 ISSUANCE OF AGREEMENTS, LOU, LOI OR AMENDMENTS

- .01 The Company shall distribute the Agreement and any subsequent modifications to the Pilots electronically within thirty (30) Calendar Days of being notified by the MEC Chairman that the Agreement or any subsequent modifications have been ratified.
- .02 The Company shall post the agreement and any subsequent modifications on the Company website and any other Company website(s) HYPERLINK accessed by Pilots, within thirty (30) Calendar Days of being notified by the MEC Chairman that the modifications have been ratified.
- .03 Individual agreements on working conditions that differ from or are not provided for in this Agreement shall be invalid.

2-3 OBLIGATIONS OF SUCCESSOR AND CHANGE IN OPERATIONS

- .01 Should the Company change ownership, merge with another Company, alter its corporate legal identity in any way whatsoever, this Agreement shall remain in full force and effect and the CIRB certificate in effect at that time shall not be affected in any way, unless provisions to the contrary are contained in the applicable legislation, or imposed by the CIRB.



THE PARTIES ARE IN AGREEMENT AS OF 1630 PT FRIDAY FEBRUARY 06, 2015 THAT SECTION 3 REQUIRES FURTHER REVIEW INCLUDING MODIFICATIONS TO THE CURRENT LANGUAGE CONTAINED WITHIN. THE PARTIES FURTHER AGREE THAT UNTIL THE REVIEW PROCESS IS COMPLETE SECTION 3 REMAINS OPEN.

FOR THE COMPANY _____

FOR THE ASSOCIATION _____

SECTION 3

DEFINITIONS AND ACRONYMS

3-1 DEFINITIONS

1. **ACTS OF GOD:** Shall mean an act occasioned exclusively by forces of nature without the interference of any human agency. A misadventure or casualty is said to be caused by the "act of God," when it happens by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man, and without human intervention, and is of such a character that it could not have been prevented or escaped from by any amount of foresight or prudence, or by any reasonable degree of care or diligence, or by the aid of any appliances which the situation of the party might reasonably require him to use. Any accident produced by any physical cause which is irresistible, such as lighting, tempests, perils of seas, tornadoes, earthquakes. (Source: Black's Law Dictionary – 6th edition)
2. **AGREEMENT:** Shall mean the Collective Bargaining Agreement No.04B between the Parties.
3. **ASSOCIATION:** Shall mean the Air Line Pilots Association, International.
4. **ASSOCIATION REPRESENTATIVE:** Shall mean any ALPA member in good standing and shall include ALPA staff as identified by the MEC Chairman.
5. **BASE:** Shall mean a geographical location designated by the Company as a Base of operations. For the purpose of distance calculations it shall mean the airport.
6. **BENEFIT:** Shall mean the Group Retirement Plan and all plans encompassed by the Company Group Insurance Program.
7. **BLACK-OUT DAYS:** Shall mean those days deemed unavailable for bidding of Vacation Entitlements.
8. **CALENDAR DAY:** Shall mean a twenty four (24) hour period from 0000 local time to 2359 local time. The plural shall mean consecutive Calendar Days, unless otherwise noted.



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9. **CALENDAR MONTH**: Shall mean the first of a Month to the last day of the Month, inclusive. The plural shall mean consecutive Calendar Months, unless otherwise noted.
10. **CALENDAR YEAR**: Shall mean January 01 to December 31, inclusive. The plural shall mean consecutive Calendar Years, unless otherwise noted.
11. **CAPTAIN**: Shall mean a Pilot who is in command of the aircraft and its crew members while on flight duty and who is responsible for the manipulation of, or who manipulates the flight controls of an aircraft while underway, including take-off and landing of such aircraft, and who is properly qualified and designated by the Company as a Captain and holds currently effective Transport Canada or other Governmental certificates authorizing him to serve as such Pilot.
12. **COMPANY**: Shall mean Kelowna Flightcraft Air Charter Ltd.
13. **COMPANY DATE OF HIRE**: Shall mean an employee's first (1st) Calendar Day of paid employment with the Company.
14. **CONFIDENCE FLIGHTS**: Shall mean the testing of aircraft where no systems shutdown or abnormal procedures are scheduled.
15. **CONTACT INFORMATION**: Shall mean a Pilot's current information (in order of preference), regarding: phone contacts, email address, fax number, mailing address and courier address.
16. **CONTRACT PILOT**: Shall mean a Pilot working for the Company whose name does not appear on the Pilot Seniority List.
17. **CORPORATE JET**: Shall mean an Equipment Category encompassing the following Types:
 - a. Westwind – All models
 - b. Citation – All models
 - c. Lear – All models
 - d. Gulfstream – All Jet models
 - e. Astra – All models
18. **CREDIT DAY**: Shall mean the units of time that a Pilot earns for pay purposes.
19. **DATA RECORDER**: Shall mean :
 - a. Cockpit Voice Recorders; or,
 - b. Flight Data Recorders; or,
 - c. Quick Access Recorders; or,
 - d. Central Maintenance System; or,
 - e. Aircraft Communications Addressing and Reporting System; or,
 - f. Video Recordings; or,
 - g. Aircraft Integrated Data System.
20. **DAY**: Shall mean a continuous twenty four (24) hour period.
21. **DAY OFF**: Shall mean any Day free of duty at a Pilots Home Base.
22. **DEADHEADING**: Shall mean positioning of a non-operating Pilot from one (1) location to another at the



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Company's request and shall be considered a Duty Period.

23. **DOMESTIC FLIGHTS**: Shall mean flights operated totally within the Northern Hemisphere and the meridians thirty (30) degrees West and one hundred fifty (150) degrees West.
24. **DOMICILE**: Shall mean the place of residence of a Pilot, irrespective of his Home Base.
25. **DUTY PERIOD**: Shall mean the elapsed time from scheduled or actual reporting time, whichever is later, to time of release from duty.
26. **EFFECTIVE DATE**: Shall mean the anticipated start date of training for a new Position.
27. **EQUIPMENT**: Shall mean an aircraft model number, e.g.: B727, DC10 or CV580 and shall include all models which are covered by a common type rating, e.g.: B727-100 or B727-200.
28. **EQUIPMENT CATEGORY**: Shall mean the category of aircraft to which a Captain, First Officer, or Second Officer is currently assigned, e.g.: Wide Body Jet, Narrow Body Jet, Turboprop and Small Jet Aircraft.
29. **EQUIPMENT ASSIGNMENT**: Shall mean a Pilot's Equipment and Status, e.g.: B727 First Officer, Captain CV58.
30. **EQUIPMENT ASSIGNMENT CATEGORY**: Shall mean a Pilots Equipment Category and Status, e.g.: Wide Body Captain, Small First Officer, Second Officer
31. **EXTRA DAYS**: Shall mean Credit Days in excess, or anticipated to be in excess, of a Pilot's minimum guarantee, paid at one (1) times a Pilots daily rate.
32. **EXTRA TIME**: Shall mean Credit Days in excess of a Pilot's minimum guarantee, paid at one (1) times a Pilots daily rate.
33. **FIRST OFFICER**: Shall mean a Pilot who is second (2nd) in command of the aircraft and whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft and who is properly qualified to serve as and holds currently effective Transport Canada or other Governmental certificates authorizing him to serve as First Officer.
34. **FLIGHT TIME**: Shall mean the total time from the moment the aircraft first moves under its own power for the purpose of taking-off until the moment it comes to rest at the end of the flight.
35. **GRIEVANCE**: Shall mean any unresolved differences between the Parties relating to the interpretation, application or alleged violation of this Agreement.
36. **GRIEVOR**: Shall mean a Pilot, a group of Pilots, or the Association on behalf of the Pilots, or the Association on its own behalf, pursuing a Grievance.
37. **GROUP RETIREMENT PLAN**: Shall mean the policies, plans and eligibility of the various Group Retirement Plan encompassed by the Company
38. **HOME BASE**: Shall mean the Base to which a Pilot is assigned, as identified on the Pilot Seniority List.
39. **IMMEDIATE FAMILY**: Shall mean, in respect of a Pilot:
 - a. The Pilot's spouse or common-law partner; and,
 - b. The Pilot's father and mother and the spouse or common-law partner of the father or mother; and,
 - c. The Pilot's children and the children of the Pilot's spouse or common-law partner; and,
 - d. The Pilot's grandchildren; and,
 - e. The Pilot's brothers and sisters; and,



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- f. The grandfather and grandmother of the Pilot; and,
 - g. The father and mother of the spouse or common-law partner of the Pilot and the spouse or common-law partner of the father or mother; and,
 - h. Any relative of the Pilot who resides permanently with the Pilot or with whom the Pilot permanently resides.
40. **INTERNATIONAL FLIGHTS**: Shall mean flights that are wholly conducted outside the boundary of the Northern Hemisphere and the meridians thirty (30) degrees West and one hundred fifty (150) degrees West.
41. **LAYOVER**: Shall mean any period of time between Duty Periods in which a Pilot is away from his Home Base on Company business.
42. **LAYOVER DAY**: Shall mean a layover period of twenty four (24) hours free from Duty away from Base, following a minimum rest period or a layover day.
43. **LINE CHECK PILOT**: Shall mean a Pilot on the Pilots Seniority List designated by the Company to carry out Line Indoctrination and Pilot Line Checks who may not be assigned to a Training Base Position.
44. **LINE INDOCTRINATION**: Shall mean a period of time after initial training during which a Pilot is under the direct supervision of a Training Pilot or a Line Check Pilot, and shall be deemed to be complete after a successful line check.
45. **LONG TERM STOPOVER**: Shall mean a Stopover to be in excess of six (6) consecutive hours in duration.
46. **MAINTENANCE TEST FLIGHT**: Shall mean the testing of aircraft upon exiting a maintenance check, where any systems shutdown or abnormal procedures are scheduled.
47. **MANAGEMENT PILOT**: Shall mean a Pilot assigned to management duties and excluded from the bargaining unit by the certification order issued by the Canada Industrial Relations Board. A Management Pilot shall be identified on the Company organizational chart as required by Transport Canada.
48. **MANAGEMENT TITLE**: Shall mean a Pilot's title with regard to management position or check status.
49. **MONTHS OF SERVICE**: Shall mean accumulated time in an Equipment Assignment for the purposes of pay determination.
50. **OCCURRENCE**: Shall mean an incident or accident as defined by the Transportation Safety Board Regulations – Section 2(1).
51. **OFF BASE FLYING**: Shall mean Pairing Blocks identified and scheduled to originate and terminate at a Base other than a Pilot's Home Base.
52. **OVERSEAS FLIGHTS**: Shall mean flights that cross the boundary of the Northern Hemisphere and the meridians thirty (30) degrees West and one hundred fifty (150) degrees West.
53. **OVERTIME**: Shall mean Credit Days in excess of a Pilot's minimum guarantee, paid at one and a half (1.5) times a Pilot's daily rate.
54. **PAIRING**: Shall mean the time between when a Pilot presents himself for a Duty Period at his Home Base and the time he starts a Rest Period at his Home Base.
55. **PAIRING BLOCK**: Shall mean a pre-arranged combination of one (1) or more Pairings, and may include Days Off.
56. **PAY PERIODS**: Shall mean the period of time between payroll deposits. (The first (1st) day of the month to the fifteenth (15th) inclusive and the sixteenth (16th) day of the month to the last day of the month inclusive).
57. **PERIL**: Shall mean a Pilot who is, or is deemed to be, interned, captured, held as a hostage, a prisoner of war, a victim of terrorism, a victim of crime or is otherwise missing under circumstances which would indicate he is interned, captured, held as a hostage, a prisoner of war, a victim of terrorism, or a victim of crime. A Pilot shall not be deemed in Peril as a result of a criminal act committed by the Pilot under Canadian law.



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58. **PILOTS**: Shall mean an employee of the Company who is a Captain, First Officer, or Second Officer, or any person training for such Positions.
59. **PILOT DATE OF HIRE**: Shall mean an employee's first (1st) day of paid employment as a Pilot.
60. **PILOT POSITION AWARD LIST**: Shall mean a list of Pilots ordered by Base, Equipment and Status.
61. **PILOT SENIORITY LIST**: Shall mean the list maintained by the Company and the Association delineating relative Pilot Seniority.
62. **POSITION**: Shall mean the Position held by a Pilot in regards to Base, Equipment, and Status.
63. **PRIMARY VACANCY**: Shall mean a Vacancy posted on the Primary Vacancy Bulletin.
64. **QUALIFIED**: Shall mean having met the standards required by Transport Canada and the Company for the Equipment and Status qualification.
65. **QUARTER**: Shall mean any three (3) consecutive Calendar Month period beginning January 1, April 1, July 1, or October 1 of any Calendar Year.
66. **REDUCTION AWARD**: Shall mean a Position awarded following a reduction in the number of Positions.
67. **REPORTING DATE**: Shall mean the date a Pilot who is on a Leave of Absence shall return from his Leave of Absence to present himself for work.
68. **RESERVE PERIOD**: Shall mean time served at his Home Base, where a Pilot must remain available to be contacted by the Company to report for a Duty Period.
69. **REST PERIOD**: Shall mean a continuous period of time during which a Pilot is released from all duties or professional responsibilities.
70. **REQUESTED DAY OFF**: Shall mean a Day Off requested on a Pilot's Pairing Bid Form or Standing Pairing Bid Form.
71. **SCHEDULED DAY OFF**: Shall mean a Day Off where the Pilot is not scheduled for duty of any nature at his Home Base.
72. **SECOND OFFICER**: Shall mean a Pilot whose duty is to assist the Captain in the operation of an aircraft who is properly qualified to serve as and holds currently effective Transport Canada or other Governmental certificates authorizing him to serve as Second Officer.
73. **SECONDARY VACANCY**: Shall mean a Vacancy created by a Pilot accepting a Primary Vacancy.
74. **SENIORITY**: Shall mean the total elapsed time from a Pilot's Seniority Date.
75. **SENIORITY DATE**: Shall mean an employee's first (1st) day of paid employment with the Company as a Pilot, e.g., first day of ground school.
76. **SHORT TERM STOPOVER**: Shall mean a Stopover scheduled to be between two (2) and six-five (6 5) consecutive hours of duration.
77. **SICK LEAVE DAY**: Shall mean a Day on which a Pilot was scheduled for duty but was unable to report for duty due to illness.
78. **SICK DAY CREDIT**: Shall mean a bank of credits accrued during the course of employment by a Pilot and shall be reduced by one (1) for every Sick Leave Day utilized by the Pilot.
79. **SPLIT DUTY PERIOD**: Shall mean a Duty Period within which a Pilot is scheduled for a Rest Period of at least four (4) consecutive hours, and may allow for an extension of a Pilot's Duty Period of up to three (3) hours, provided that:
- a. The Pilot has advance notice of the Split Duty Period; and,



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- b. During the applicable Duty Period, the Pilot receives a Rest Period of at least twice the length of the Duty Period extension, and not less than four (4) hours, in a facility deemed suitable for a Rest Period per the Accommodations Approval List; and,
 - c. The Pilot's rest is not interrupted by the Company during the Rest Period; and,
 - d. The following minimum Rest Period is increased by an amount at least equal to the extension; or,
 - e. As may be amended by CAR.
80. **STANDBY**: Shall be a Duty Period during which a Pilot is at an airport, available for immediate assignment to operate a flight.
81. **STATUS**: Shall mean a Pilot's assigned classification, e.g.: Captain, First or Second Officer.
82. **STATUS FREEZE**: Shall mean a period of time during which a Pilot may be restricted from being awarded a Position per Section 11 FILLING OF ASSIGNMENTS, involving a change in Status.
83. **STOPOVER**: Shall mean any ground time within a Duty Period that is not a Rest Period.
84. **SUPERNUMERARY CAPTAIN**: Shall mean a Pilot who may be assigned duty either as a Captain or as a First Officer on the same Type.
85. **SUPERNUMERARY FIRST OFFICER**: Shall mean a Pilot who may be assigned duty either as a First Officer or Second Officer on the same Type.
86. **SUBSEQUENT VACANCY**: Shall mean a Vacancy created by a Pilot accepting a Secondary Vacancy or further Vacancies created as a result of a Pilot accepting a Subsequent Vacancy.
87. **TRAINING BASE**: Shall mean a specific location designated by the Company, and indicated on the Pilot Seniority List, from which a Training Base Pilot, or a group of Training Base Pilots, carry out scheduled or non-scheduled training events.
88. **TRAINING AGREEMENT**: Shall mean a defined monetary value placed on training by the Company, for which the Pilot may be responsible, in whole or in part, should the Pilot leave the employ of the Company within a predetermined period of time.
89. **TRAINING DATE**: Shall mean the date a Pilot who is on a Leave of Absence shall return from his Leave of Absence to present himself for training.
90. **TRAINING DAY**: Shall mean any day during which a Pilot participates in simulator training, instrument procedures training, ground school Instruction, Pilot proficiency checks, instrument check flights, Line Indoctrination or Pilot Line Checks.
91. **TRAINING EVENT**: Shall mean training completed on a regularly paid day which is not considered a Training Day.
92. **TRAINING PERIOD**: Shall mean each Calendar Day spent in ground school, simulator, non-revenue flight training, traveling and days off for the purposes of initial or Upgrade training.
93. **TRAINING BASE PILOT**: Shall mean Pilots on the Pilot Seniority List so designated by the Company to carry out simulator training, instrument procedures training, ground school instruction, Pilot proficiency checks, instrument check flights, Line Indoctrination, and Pilot line checks at a Training Base.
94. **TRANSFER**: Shall mean a Pilot bidding an equal or lower Status.
95. **TYPE**: Shall mean an aircraft model number, e.g.: B727, DC10 or CV580 and shall include all models which are covered by a common type rating, e.g.: B727-100 or B727-200.
96. **TYPE FREEZE**: Shall mean a period of time during which a Pilot may be restricted from being awarded a Position per Section 11 FILLING OF ASSIGNMENTS, involving a change in Type.
97. **UPGRADE**: Shall mean a Pilot bidding and awarded a higher Equipment Assignment.



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98. **VACANCY**: Shall mean an unfilled permanent Pilot Position as determined by the Company.
99. **VACATION BLOCK**: Shall mean a contiguous number of vacation days. Any non-vacation day following a vacation day shall define the ending of a Vacation Block.
100. **VACATION ENTITLEMENTS**: Shall mean a Pilot's annual vacation allotment, referring to entitled time off, irrespective of pay.
101. **WET LEASE**: Shall mean the lease, contracting in or subcontracting in of an aircraft with Pilot crew.
102. **YEAR**: Shall mean twelve (12) consecutive months.

3-2 ACRONYMS

1. **AAL**: Shall mean Accommodations Approval List.
2. **ACARS**: Shall mean Aircraft Communications Addressing and Reporting System.
3. **AD&D**: Shall mean Accidental Death and Dismemberment.
4. **AFR**: Shall mean Association Flight Release.
5. **AIDS**: Shall mean Aircraft Integrated Data System.
6. **ALPA**: Shall mean Air Line Pilots Association, International.
7. **AOC**: Shall mean Air Operator Certificate.
8. **ASC**: Shall mean Association Scheduling Committee.
9. **ATPL**: Shall mean Airline Transport Pilot License.
10. **BC**: Shall mean the Province of British Columbia.
11. **BD**: Shall mean Banked Day.
12. **CAME**: Shall mean Canadian Aviation Medical Examiner.
13. **CAMRB**: Shall mean Civil Aviation Medical Review Board.
14. **CAR**: Shall mean Canadian Aviation Regulations.
15. **CASC**: Shall mean MEC Central Air Safety Chairman.
16. **CBA**: Shall mean Collective Bargaining Agreement.
17. **CBT**: Shall mean Computer Based Training.
18. **CD**: Shall mean Credit Day.
19. **CIRB**: Shall mean Canadian Industrial Relations Board.
20. **CLC**: Shall mean Canada Labour Code.
21. **CMS**: Shall mean Central Maintenance System.
22. **COM**: Shall mean Company Operations Manual.
23. **COMAT**: Shall mean Company Material.
24. **CP**: Shall mean Check Pilot.



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- 25. **CPI:** Shall mean Consumer Price Index.
- 26. **CRA:** Shall mean Canada Revenue Agency.
- 27. **CVR:** Shall mean Cockpit Voice Recorder.
- 28. **DFO:** Shall mean Director of Flight Operations.
- 29. **DP:** Shall mean Duty Period.
- 30. **DR:** Shall mean Data Recorder.
- 31. **ECF:** Shall mean Executive Charter Pilot.
- 32. **EFAP:** Shall mean Employee and Family Assistance Plan.
- 33. **FCL:** Shall mean Extra Flying First Call List.
- 34. **FDR:** Shall mean Flight Data Recorder.
- 35. **F/O:** Shall mean First Officer.
- 36. **FS:** Shall mean Flight Schedule.
- 37. **FSB:** Shall mean Flex Standby Day.
- 38. **HEA:** Shall mean Higher Equipment Assignment.
- 39. **IFALPA:** Shall mean International Federation of Air Line Pilots, Assoc.
- 40. **IFR:** Shall mean Instrument Flight Rules.
- 41. **JTA:** Shall mean Jet Transport Aircraft.
- 42. **KFC:** Shall mean Kelowna Flightcraft Air Charter Ltd.
- 43. **LCP:** Shall mean Line Check Pilot.
- 44. **LEA:** Shall mean Lower Equipment Assignment.
- 45. **LEC:** Shall mean Local Executive Council.
- 46. **LMPR:** Shall mean Leave to Mitigate Pilot Reduction.
- 47. **LOA:** Shall mean Leave of Absence.
- 48. **LOI:** Shall mean Letter of Intent.
- 49. **LOU:** Shall mean Letter of Understanding.
- 50. **LTD:** Shall mean Long Term Disability.
- 51. **MEC:** Shall mean Master Executive Council.
- 52. **MP:** Shall mean Management Pilot.
- 53. **MSP:** Shall mean British Columbia Medical Services Plan.
- 54. **MTOW:** Shall mean Maximum Takeoff Weight.
- 55. **OIR:** Shall mean Operational Irregularity Report.



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56. **PB:** Shall mean Pairing Block.
57. **PBF:** Shall mean Pairing Bid Form.
58. **PBL:** Shall mean Pairing Block List.
59. **PBSA:** Shall mean Pension Benefits Standards Act.
60. **PIC:** Shall mean Pilot in Command.
61. **PIPEDA:** Shall mean Personal Information Protection and Electronic Documents Act.
62. **PL:** Shall mean Pairing List.
63. **PMIP:** Shall mean Paid Medical Insurance Premiums.
64. **PPC:** Shall mean Pilot Proficiency Check.
65. **PPAL:** Shall mean Pilot Position Award List.
66. **PRB:** Shall mean Position Reduction Bulletin.
67. **PS:** Shall mean Pairing Summary.
68. **PSL:** Shall mean Pilot Seniority List.
69. **PVB:** Shall mean Primary Vacancy Bulletin.
70. **QAR:** Shall mean Quick Access Recorders.
71. **RDO:** Shall mean Requested Day Off.
72. **RBF:** Shall mean Reduction Bid Form.
73. **RMS:** Shall mean Risk Management System.
74. **RMSC:** Shall mean Risk Management System Committee.
75. **RP:** Shall mean Rest Period.
76. **RRSP:** Shall mean Registered Retirement Savings Plan.
77. **SAFR:** Shall mean Special Association Flight Release.
78. **SBF:** Shall mean Standing Bid Form.
79. **SDC:** Shall mean Sick Day Credit.
80. **SDP:** Shall mean Split Duty Period.
81. **SHC:** Shall mean Statutory Holiday Credit.
82. **SIF:** Shall mean Supplemental Information Form.
83. **SMS:** Shall mean Safety Management System.
84. **SOC:** Shall mean System Operation Control.
85. **S/O:** Shall mean Second Officer.
86. **SP:** Shall mean Supernumerary Pilot.



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- 87. **SPBF:** Shall mean Standing Pairing Bid Form.
- 88. **SSM:** Shall mean Safety System Manager.
- 89. **STD:** Shall mean Short Term Disability.
- 90. **TC:** Shall mean Transport Canada.
- 91. **TBP:** Shall mean Training Base Pilot.
- 92. **TP:** Shall mean Training Pilot.
- 93. **TPP:** Shall mean Temporary Position Pilot.
- 94. **TSB:** Shall mean Transport Safety Board of Canada.
- 95. **TVM:** Shall mean Training, Vacation and Medical Form.
- 96. **US:** Shall mean the United States of America.
- 97. **UTC:** Shall mean Universal Time Coordinated.
- 98. **WCB:** Shall mean Workers Compensation Board.
- 99. **WSIB:** Shall mean Workplace Safety and Insurance Board.
- 100. **YOS:** Shall mean Years of Service.



SECTION 4

FLYING OF COMPANY AIRCRAFT

4-1 SCOPE

- .01 Except as permitted within this Agreement all aircraft operated by the Company, whether owned or leased, shall be flown by those Pilots whose names appear on the PSL in accordance with the terms and conditions of this Agreement.
- .02 Company flying shall include all revenue, scheduled, un-scheduled, passenger, cargo, charter, or training flights.

.03

4-2 WET LEASES

- .01 Notwithstanding Section 4-1, Wet Leases may be entered into by the Company for a maximum of one-hundred and eighty (180) Calendar Days under the following conditions:
 - a. To carry out flying on a temporary basis due to the lack of available aircraft beyond the Company's control for the following situations:
 - i. Weather conditions; or,
 - ii. Mechanical failures; or
 - iii. Acts of God; or,
 - iv. Delay of aircraft delivery.
 - b. The Company determines the requirement for a Wet Lease agreement for the sole purpose of introducing or testing a new aircraft type on a current route.
 - c. The Company determines the requirement for a Wet Lease agreement for the sole purpose of evaluating new business opportunities utilizing a new aircraft Type.
- .02 Under no circumstance shall any Pilot whose name appears on the PSL suffer any layoff or any reduction in Base, Status or Equipment as a direct result of any Wet Lease per Section 4-2.01.
 - a. For clarity, if during the term of the Wet Lease per Section 4-2.01 if a Pilot is already on layoff status or a Pilot is laid off while performing other flying duties not directly related to the evaluating of new business opportunities shall not be deemed as laid off as a result of the new business experiment.
- .03 When the Company determines the requirement for any Wet Lease agreement per Section 4-2.01, the Company shall advise the MEC Chairman of the Wet Lease as soon as practicable.
- .04 Any Wet Lease agreements exceeding the duration per Section 4-2.01 shall require the written approval of the MEC Chairman. Such approval shall not be unreasonably withheld.
- .05 Section 4-2.01 is not intended for seasonal or repetitive annual business beyond the initial one-hundred and eighty (180) Calendar Days.

4-3 CONTRACT PILOTS

- .01 Notwithstanding Section 4-1, in the event new Types of aircraft are procured Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders in the newly created Vacancies.
- .02 Notwithstanding Section 4-1, if there are no Pilots holding the minimum qualifications per Section 11-2 on the PSL, Pilots with the required qualifications may be contracted from outside the Company on a temporary basis.



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- .03 The Company shall advise the MEC Chairman of the use of Contract Pilots as soon as practicable.
- .04 Contract Pilots and their association with the Company shall not exceed one hundred Eighty (180) Calendar Days unless mutually agreed upon by the Parties.
- .05 Contract Pilots and their association with the Company exceeding the duration per Section 4-3.06 shall require the written approval of the MEC Chairman. Such approval shall not be unreasonably withheld.
- .06 Under no circumstance shall any Pilot whose name appears on the PSL suffer any layoff or any reduction in Base, Status or Equipment as a direct result of Contract Pilots per Section 4-3.06.

4-4 PILOT PROFESSIONAL / PRIVATE FLYING

- .01 This Agreement contemplates that Pilots, while actively working for the Company, shall devote their professional flying service to the Company and shall not engage in any other professional flying without written authorization from the Chief Pilot and the MEC Chairman.
- .02 The authorization per Section 4-4.01, or denial of authorization, shall be provided in writing including any restrictions imposed by the Chief Pilot and shall not be unreasonably withheld.
- .03 The MEC Chairman shall be notified in writing of the Chief Pilot's decision within twenty four (24) hours.
- .04 A Pilot's private flying shall not require prior authorization per Section 4-4.01. It is the Pilot's responsibility to ensure that he is compliant with the CAR.
- .05 Any Pilot undertaking flying outlined in Section 4-4 must track his flight and duty times, daily as required by the CAR, and shall submit monthly flight time and flight duty reports by the first (1st) of each following month to the Chief Pilot.

4-6 NEW EQUIPMENT

- .01 If any new aircraft Type is to be introduced, the Company shall inform the MEC Chairman in writing as soon as practicable.



SECTION 5

DIVISIONS

5-1 DIVISIONS

- .01 Turboprop Division (TD) – comprised of turboprop aircraft operating on a regional basis.
- .02 Jet Division (JD) - comprised of narrow and wide body jet aircraft operating domestically and/or internationally.
- .03 Employees on the Pilot Seniority List (PSL) will be identified as belonging to one of the divisions specified above.
- .04 There shall be no crossover between the Turboprop Division and the Jet Division, unless specified in this Agreement or in the Memorandum of Settlement dated February XX, 2015.
- .05 Notwithstanding Section 5-1.04, the Company may allow Pilots to crossover between the Turboprop Division and the Jet Division. Any and all crossovers shall be done in order of Seniority.



SECTION 6

DEDUCTION OF DUES

6-1 DEDUCTION OF DUES

- .01 The Company shall deduct on the payroll for each Pay Period from wages due and payable to each Pilot coming within the scope of this Agreement, an amount equivalent to the normal dues of the Association and properly authorized assessments, subject to the conditions set forth hereunder.
- .02 If the wages of a Pilot payable on the payroll for the pay period are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in the previous month.
- .03 Only payroll deductions required by law, deductions of moneys due or owing the Company, pension and benefits deductions and deductions for provident funds, where existent, shall be made from wages prior to the deduction of dues.
- .04 The amount of dues so deducted from wages, accompanied by a statement of deductions from Pilots, shall be remitted by the Company to the Association within twenty one (21) Calendar Days of the last day of the pay period in which the deductions were made.
- .05 The Company shall not be responsible financially or otherwise, either to the Association or to any Pilot, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in the instance in which an error occurs in the amount of any deduction of dues from a Pilot's wages the Company shall adjust it directly with the Pilot.
- .06 In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the error on a subsequent remittance. The Company's liability for any and all amounts deducted, pursuant to the provisions of this Section, shall terminate at the time it remits payment to the Association.
- .07 In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section of this Agreement, all Parties shall cooperate fully in the defense of such action. All costs including counsel fees shall be borne by the Association. The Association shall indemnify and save harmless the Company from any losses, damages, costs, liability, or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.



SECTION 7

MANAGEMENT RIGHTS

7-1 MANAGEMENT RIGHTS

- .01 The Association acknowledges that it is the Company's responsibility to manage, direct and administer its affairs, business and employees; the provisions of this Agreement shall be the sole exception.
- .02 The Association acknowledges that the Company has the right to implement policies and procedures which are not inconsistent with the provisions of this Agreement. Any changes in such policies and procedures made by the Company shall not be in conflict with the provisions of this Agreement.
- .03 The Association acknowledges that the Company may operate with written and documented policies, procedures, manuals, and rules. No employee policy document, or parts thereof that shall apply to the Pilot, shall restrict the application and provisions of this Agreement.
- .04 The Company shall ensure that each Pilot is provided with access to, and has read all applicable documentation and amendments as may be required.
- .05 The Company retains all rights not expressly limited by the terms of this Agreement.



SECTION 8

SYSTEM SENIORITY

8-1 GOVERNING PRINCIPLE

- .01 Subject to the provisions contained in this Agreement, and provided that all minimum requirements as contained in the CAR and the COM are met, a Pilot's seniority shall govern the following within their respective Divisions – JD and TD.
- a. The awarding of Position, and;
 - b. The bidding and awarding of annual Vacation Entitlements, and;
 - c. The bidding and awarding of schedules, as described and limited per Section 15 SCHEDULING RULES, and;
 - d. The awarding or assignment of Overtime, as described and limited per Section 15 SCHEDULING RULES, and;
 - e. Assignment or reassignment due to expansion or reduction in schedules, and;
 - f. Assignment or reassignment due to expansion or reductions in force, and;
 - g. Retention in the case of reductions in force, and;
 - h. Recall after layoff due to reductions in force, and;
 - i. The awarding of a LOA.
- .02 Pilots Seniority shall not govern:
- a. The awarding of TBP and MP Positions.
 - b. The designation of LCP.

8-2 PILOT SENIORITY LIST

- .01 A Pilot shall commence to accrue seniority on the PSL from their Seniority Date and shall continue to accrue seniority as a Pilot unless otherwise provided for in this Agreement.
- .02 Where two (2) or more Pilots have the same Seniority Date, their relative seniority on the PSL shall be determined by a lottery. Such lottery shall be conducted by the Chief Pilot in the presence of the MEC Chairman.
- .03 The Company shall maintain a current PSL. The PSL shall contain:
- a. The Pilot's name, and;
 - b. The Pilot's Status, and;
 - c. The Pilot's Home Base, and;
 - d. The Pilot's Equipment, and;
 - e. The Pilot's Date of Hire (DOH), and;
 - f. The Pilot's Seniority number, and;



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- g. The Pilot's title as per Section 9 MANAGEMENT, TRAINING AND LINE CHECK PILOTS, if applicable.
- .04 The Company shall publish and distribute the current PSL quarterly on January 15th, April 15th, July 15th and October 15th (or the next business day if falling on a weekend or holiday).
- .05 Notwithstanding Section 8-2.04, the PSL shall be updated and distributed prior to the issuance of any Vacancy or Reduction Bid.
- .06 The PSL shall be published by the Company and posted on the Company website.

8-3 PSL DISPUTES

- .01 A Pilot shall have thirty (30) Calendar Days following the publication of the PSL, to contest in writing any error or omission of the PSL.
- .02 PSL disputes per Section 8-3.01 shall be directed to the MEC Chairman.
- .03 All contests of the PSL per Section 8-3.01 shall be registered with the DFO by the MEC Chairman.
- .04 By mutual agreement, the MEC Chairman and the DFO shall have the authority to correct clerical errors on the PSL. Any corrections shall cause the PSL to be reposted as soon as practicable.
- .05 PSL disputes which cannot be resolved satisfactorily shall be processed per Section 27 GRIEVANCE and Section 28 ARBITRATION.

8-4 LOSS OF SENIORITY

- .01 A Pilot shall lose his Seniority and be deemed to have left the employ of the Company if he:
 - a. Resigns, or;
 - b. Is dismissed for just cause, or
 - c. Refuses recall per Section 12 REDUCTIONS, LAYOFFS AND RECALLS, where he is the junior Pilot, or;
 - d. Neglects to present himself for work at the completion of a leave per Section 21 LEAVES, or;
 - e. Is laid off beyond the provisions of Section 12-6 LAYOFFS-SENIORITY.



SECTION 9

MANAGEMENT AND TRAINING PILOTS

9-1 MANAGEMENT PILOTS

- .01 The Company may transfer a Pilot(s) to non-flying or management duties with their concurrence or may withdraw a Pilot(s) from non-flying or management duties.
- .02 A Pilot who accepts appointment as a Management Pilot (MP) shall retain and continue to accrue Seniority.
- .03 A Pilot relinquishing a MP appointment may subsequently fill any Vacancy per Section 11 FILLING OF ASSIGNMENTS.
- .04 In the event of a reduction in MP, an affected MP may exercise his Seniority rights per Section 12 REDUCTIONS, LAYOFFS and RECALLS.
- .05 In a Calendar Year up to half (1/2) the annual minimum guaranteed CDs of a full time Pilot per Type may be flown by MP, excluding any flying performed on behalf of TC.
- .06 The CD limitations per Section 9-1.05 may only be exceeded due to extraordinary circumstances with the written approval of the MEC Chairman.

9-2 TRAINING PILOT

- .01 The Company may appoint any Pilot as a TP whose name appears on the PSL. For clarity, Seniority shall always be considered, however it shall not be the binding factor for selection of a TP.
- .02 The TP shall have his name and title listed on the PSL.
- .03 A TP shall be scheduled per Section 15 SCHEDULING RULES.
- .04 A Pilot may relinquish his TP appointment with written notice to the Chief Pilot.



SECTION 10

PROBATION

10-1 PROBATION PERIOD

- .01 All new hire Pilots shall be subject to a probation period of twelve (12) Calendar Months of active service starting from their Seniority Date.
- .02 A probationary Pilot who is laid off and then recalled for Duty, or takes an LOA, shall be credited with his previous period of employment as a Pilot in fulfilling his probation period.
- .03 During the probation period, where at any time the Company has reason to believe that the Pilot's performance is in question, the Company shall, as soon as practicable, notify the Pilot and draw the deficiencies to his attention. This notification shall be in writing to the Pilot with a written copy to the MEC Chairman.
- .04 During this probation period, the Company reserves the right to dismiss the Pilot.
- .05 Where the Pilot is dismissed per Section 10-1.04, the Company shall provide the Pilot the reasons for his dismissal. The Company shall provide a written notification to the Pilot and the MEC Chairman within three (3) Calendar Days.

10-2 EXTENSION OF THE PROBATION PERIOD

- .01 The Company may extend a Pilot's probation period for a maximum of three (3) additional Calendar Months.
- .02 A Pilot, who has had his probation period extended per Section 10-2.01, shall be informed in writing. The Company shall state the reasons for such extension. A copy of the probation extension letter will be provided to the Pilot and MEC Chairman.
- .03 A Pilot, who has had his probation period extended per Section 10-2.01, may meet with the Chief Pilot as soon as practicable to discuss the reasons for the extension. An Association representative shall attend this meeting. It may be in-person or via a conference call.



SECTION 11

FILLING OF ASSIGNMENTS

11-1 EQUIPMENT ASSIGNMENT

.01 For the purposes of determining higher or lower assignments, equal Equipment Assignments shall be placed in the following Equipment Assignment Categories and rated in the following order, regardless of Base:

a. **The Jet Division (JD):**

- i. Wide Body Jet Captain; then,
- ii. Narrow Body Jet Captain; then,
- iii. First Officer; then,
- iv. Second Officer.

b. The Turboprop Division (TD)

- a. Turboprop Captain; then,
- b. Turboprop First Officer.

.02 The order of promotion(s) shall be:

a. **JET DIVISION (JD)**

- i. Entry Position Second Officer Narrow or Wide Body; then,
- ii. First promotion opportunity, if qualified, shall be First Officer remaining on Type; then,
- iii. Second promotion opportunity, if qualified, shall be to Narrow Body Captain or in the case of a Wide Body First Officer, if qualified, the Pilot may bid directly to Wide Body Captain; then,
- iv. Final promotion opportunity, if qualified, shall be Wide Body Captain.

b. **TURBOPROP DIVISION (TD)**

- i. Entry Position Turboprop First Officer; then,
- ii. The promotion opportunity, if qualified, shall be Turboprop Captain.

11-2 MINIMUM QUALIFICATIONS

.01 The minimum qualifications for a Wide Body JTA Captain:

- a. Five thousand (5000) hours total time, with ~~one thousand~~ five hundred (1,500) hours PIC on Narrow or Wide Body Type; or,
- b. Five thousand (5000) hours total time, with two thousand (2,000) hours on Type.

.02 The minimum qualifications for a Narrow Body JTA Captain:



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- a. Five thousand (5000) hours total time, with one thousand five hundred (1,500) hours on a Narrow or Wide Body Type; or,
 - b. Five thousand (5000) hours total time, with five hundred (500) hours PIC on turboprop or turbojet aircraft thirty five thousand (35,000) pounds MTOW or greater.
- .03 The minimum qualifications for Turboprops – Captain
 - a. Four thousand (4,000) hours total time with one thousand five hundred (1,500) hours on turboprop or turbojet aircraft thirty five thousand (35,000) pounds MTOW or greater; or,
 - b. Four thousand (4,000) hours total time with five hundred (500) hours transport category aircraft PIC ; or,
 - c. Three thousand (3,000) hours total time with one thousand five hundred (1,500) hours on Type.
- .04 The minimum qualifications for Jet or Turboprop F/O - All Types:
 - a. ATPL.
- .05 The Company may reduce the minimum qualifications per Section 11-2 MINIMUM QUALIFICATIONS at the discretion of the DFO.
- .06 Where the Company accepts reduced minimum qualifications per Section 11-2.04 and provides any special conditions, they shall notify the MEC Chairman, via e-mail, of the reduced qualifications, and provide a written waiver to the Pilot, with a copy to the MEC Chairman outlining any terms and conditions related to the waiver of qualifications. Such waiver shall not otherwise be inconsistent with the terms and conditions of this Agreement.
- .07 The Company shall not amend the COM with respect to minimum qualifications for Equipment Assignments except as required in maintaining the integrity of the AOC.
- .08 Where customer, regulatory, legislative or insurance requirements exceed the minimum requirements contained in this Agreement, the Company will provide the MEC Chairman, via email, with the new requirements.
- .09 Where a Pilot who bids on a Position meets the requirements per Section 11-2.01 and Section 11-2.02, but does not meet the new requirements per Section 11-2.08, the Pilot may be bypassed.
- .10 Fifty (50) percent of a Pilot's hours as a S/O, up to a maximum of one thousand (1000) hours credit, shall be credited towards total time requirements for the purposes of determining minimum qualifications.
- .11 The Company is not required to award a change in Position or Type when a Pilot is within twenty four (24) months of normal retirement age.

11-3 PRIMARY VACANCY BULLETIN

- .01 Where the Company determines there is a Vacancy at a Base, the Vacancy shall be open to bid by all Pilots whose names appear on the PSL within that Division.
- .02 A PVB, accompanied by an updated PSL and a SBF, shall be posted on the Company website [insert hyperlink](#) and distributed via email to all Pilots.
- .03 A Pilot on a LOA (excluding LTD unless there is an expectation of a return to the workforce) or layoff shall be included in the email distribution per Section 11-3.02.
- .04 The PVB shall contain the following:
 - a. Bulletin number; and,
 - b. Opening and closing date of the PVB; and,



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- c. Type, Status and Base; and,
- d. Interim rate of pay (if not covered in this Agreement); and,
- e. Number of Vacancies; and,
- f. Effective Date for each Position.

11-4 PVB BIDDING PROCESS

- .01 Each Pilot may maintain a current A STANDING BID FORM that shall serve, on a continuous basis, as his bid for any Positions.
- .02 A SBF shall identify a Pilot's desired Positions in numerical order of preference.
- .03 A Pilot may modify his bid it at any time by means of a new SBF.
- .04 A Pilot shall forward his SBF to the Chief Pilot via email, or facsimile.
- .05 After dating and signing the SBF, the Chief Pilot shall return one (1) copy to the Pilot.
- .06 If a standing bid results in an award, the SBF is removed from the file.
- .07 Only SBF submitted on or prior to the closing time and date of the PVB, shall be taken into consideration for the award.
- .08 If the Pilot has no SBF on file, it shall be taken for granted that he wishes to retain his current Position.
- .09 The Company shall provide the MEC Chairman an opportunity to review all pertinent SBF upon his request, at the Chief Pilot's office.

11-5 VACANCY AWARDS

- .01 Vacancies shall be awarded to the senior eligible qualified Pilot bidding, based on both the Pilot's qualifications per Section 11-2 MINIMUM QUALIFICATIONS and freeze status per Section 31-1 FREEZES, as of the Effective Date of the Position.
- .02 Vacancies shall be awarded in the following order:
 - a. Primary Vacancy; then,
 - b. Secondary Vacancy; then,
 - c. Subsequent Vacancies.
- .03 Any Vacancies not filled per Section 11-5.01 and Section 11-5.02, may be filled by hiring new Pilots

11-6 PVB TIMELINES

- .01 The closing date of the PVB shall not be less than ten (10) Calendar Days after the opening date of the PVB, unless agreed to by the Parties.
- .02 The Effective Date of a Primary Vacancy, and any it's resulting Secondary and Subsequent Vacancies, shall be posted with the PPAL.
- .03 A PPAL shall be posted on the Company website and sent to all Pilots via email no later than fifteen (15) Calendar Days after the closing date of the PVB.

11-7 FLEET TRANSITION

- .01 In the event the Company plans to replace a current operating fleet with a new Type, the Company shall notify the MEC Chairman, in writing, outlining the transition plans.



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- .02 Where a new aircraft Type replaces a current aircraft Type within the same Equipment Category and at the same Base, Pilots holding a Position on the Type being replaced shall automatically be assigned to the same Position on the new Equipment over a period not to exceed twenty four (24) consecutive Calendar Months. The term may be extended by mutual agreement and such agreement shall not be unreasonably withheld.
- .03 Any vacancy as a result of an increase in the number of Positions in the Equipment Category shall be filled per Section 11-XX-XX. The Company and the Association shall meet prior to the posting of the Vacancy Bulletin, in order to modify the application of Section 11 FILLING OF ASSIGNMENTS.
- .04 Any reduction as a result of a Fleet Transition shall be accomplished per Section 12 REDUCTIONS, LAYOFFS AND RECALLS.

11-8 FLEET ADDITIONS – NEW TYPE

- .01 Notwithstanding Section 11-7 FLEET TRANSITIONS, the Company and the Association shall meet prior to the Company implementing any additional aircraft Types, in order to modify the application of Section 11 FILLING OF ASSIGNMENTS.



SECTION 12

REDUCTIONS, LAYOFFS, AND RECALLS

12-1 POSITION REDUCTION BULLETIN

- .01 When reductions in the number of Positions is anticipated, whether by layoff, LOA or attrition, the Company will advise the MEC Chairman via email, within fourteen (14) Calendar Days, of the Positions to be affected.
- .02 Where reductions are anticipated to result in layoffs or LOA, a PRB, accompanied with the current PSL and a RBF shall be posted on the Company website and sent by email to all Pilots on the current PSL.
- .03 The PRB shall contain the following:
 - a. Bulletin number, and;
 - b. Opening and closing date of the PRB, and;
 - c. Type, Status and Base affected, and;
 - d. Number of reductions, and;
 - e. Reduction date for each Position.
- .04 The closing date of the PRB shall not be less than ten (10) Calendar Days after the posting date of the PRB.

12-2 LAYOFF MITIGATION

- .01 No layoffs shall occur until LMPR per Section 21-12 have been offered to Pilots in the affected Positions.

12-3 PRB BIDDING

- .01 Once a PRB has been issued, each Pilot shall submit, prior to the closing date, an RBF, APPENDIX 12 A REDUCTION BID FORM that shall serve, on a one time basis, as his bid for the current PRB.
- .02 A RBF shall identify a Pilot's desired Positions in numerical order of preference.
- .03 A RBF shall identify a Pilot's desire for a LMPR.
- .04 The format of the RBF may be altered by mutual agreement between the Parties.
- .05 A Pilot shall forward his RBF to the Chief Pilot via email, or facsimile.
- .06 After dating and signing the RBF, the Chief Pilot shall return one (1) signed copy to the Pilot.
- .07 The Company shall provide the MEC Chairman an opportunity to review all pertinent RBF upon his request at the Chief Pilot's office.
- .08 Only RBF submitted on or prior to the closing date of the PRB shall be taken into consideration.
- .09 Should a Pilot have no RBF on file, or his RBF does not reflect the choices available, it shall be taken for granted that he wishes to retain his Position.
 - a. Should such a Pilot be displaced, it shall be taken for granted that he desires the next available lower Equipment Assignment at his Base.
 - b. In the event that there are no such Positions available, it shall be assumed that he desires a LMPR.
- .10 A PPAL shall be posted on the Company website and KFCREWS and sent to all Pilots who have email, no



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more than fifteen (15) Calendar Days after the closing date of the PRB.

12-4 REDUCTION AWARDS

- .01 LMPR shall be awarded to Pilots in the affected Positions, starting with the most senior Pilot requesting such leave.
- .02 Reductions will affect the most junior Pilots in the system in reverse order of Seniority, as set out in this Section.
- .03 Where a reduction in the number of Pilots occurs, the displacement of Pilots within a Division shall be accomplished as follows:
 - a. The junior Captain on the Type at the Base adversely affected shall have the options of:
 - i. Displacing the Captain on his Type who is most junior to him in the Company; or,
 - ii. Displacing the most junior Captain to him on a lower or equal Equipment Assignment Category at his Base. For clarity, where there is more than one (1) Type in an Equipment Category at a Base, he shall displace the junior Captain within that Equipment Category regardless of Type; or,
 - lii. Displacing the most junior Captain to him on a lower Equipment Assignment Category in the Company; or,
 - iv. Displacing the F/O on his Type who is most junior to him in at his base; or,
 - v. Displacing the F/O on his Type who is most junior to him in the Company; or,
 - vi. Displacing the most junior F/O to him on a lower Equipment Assignment Category at his Base. For clarity, where more than one (1) Type in a Equipment Category exists at a Base, he shall displace the junior F/O within that Equipment Category regardless of Type or,
 - vii. Displacing the most junior F/O junior to him on a lower Equipment Assignment Category in the Company; or,
 - viii. Displacing the S/O on his Type who is most junior to him at his base; or,
 - ix. Displacing the S/O on his Type who is most junior to him in the Company; then,
 - x. Displacing the most junior S/O to him in the Company; or,
 - xi. Taking a LOA; or
 - xii. Accepting layoff.
 - b. The junior F/O on the Type at the Base adversely affected, or a F/O displaced per Section 12-04 shall have the options of:
 - i. Displacing the F/O on his Type who is most junior to him in the Company; or,
 - ii. Displacing the most junior F/O to him on a lower or equal Equipment Assignment Category at his Base. For clarity, where there is more than one (1) Type in an Equipment Category at a Base, he shall displace the junior F/O within that Equipment Assignment category regardless of Type; or,
 - iii. Displacing the most junior F/O to him on a lower Equipment Assignment category in the Company; or,
 - iv. Displacing the S/O on his aircraft Type who is most junior to him at his base; or,
 - v. Displacing the S/O on his aircraft Type who is most junior to him in the Company; then,
 - vi. Displacing the most junior S/O junior to him in the Company; or,



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- vii. Taking a LOA; or
 - viii. Accepting layoff.
- c. The junior S/O on the Type at the Base adversely affected, or a S/O displaced per Section 12-04 shall have the options of:
 - i. Displacing the S/O on his Type who is most junior to him in the Company; or,
 - ii. Displacing the most junior S/O to him in the Company; or,
 - iii. Taking a LOA; or,
 - iv. Accepting layoff.
- .04 During a reduction award per Section 12-4.03, a senior qualified Pilot may displace a SP Position, should such Position be available.

12-5 LAYOFFS

- .01 The Company shall provide at least fourteen (14) Calendar Days' notice, from the issuance of the PPAL, to a Pilot prior to his layoff.
- .02 Pilots, other than S/O, who will be laid off, and whose instrument ratings are due to expire within twelve (12) months from the date of layoff, shall have their instrument ratings renewed by the Company prior to expiry of said instrument rating.
- .03 A Pilot, who is to be laid off, shall have the option of being paid out for all or any outstanding vacation pay.
- .04 A Pilot who is laid off shall file his Contact Information and any alternative Contact Information with the Company and shall thereafter promptly advise the Company of any change of his Contact Information.
- .05 A Pilot who is laid off shall update or confirm his Contact Information and any planned absence(s) in excess of seven (7) Calendar Days with the Chief Pilot once a Calendar Month for the duration of his layoff.

12-6 LAYOFF – SENIORITY

- .01 A Pilot who has completed their probationary period shall retain and continue to accrue Seniority while on layoff for a minimum of twenty one (21) Months.
- .02 A Probationary Pilot shall retain and continue to accrue Seniority while on layoff for a minimum of three (3) Calendar Months.
- .03 Notwithstanding Section 12.06.01 and Section 12.06.02 at the sole discretion of the Company this period may be extended.

12-7 LAYOFF BENEFITS

- .01 A Pilot on layoff shall have the option of maintaining his or her Group Benefits with the exception of STD and LTD
- .02 The premiums for the Benefits identified per Section 12-7.01 shall be at the Pilot's cost, and shall be subject to the terms and conditions of the Company Group Insurance Programs.
- .03 The Pilot will be required to provide monthly postdated cheques every three (3) months for the duration of his layoff to cover the premiums per Section 12-7.02.



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12-8 RECALLS

- .01 Recalls shall occur in order of Seniority.
- .02 The Company shall give the Pilot recall notice verbally as soon as practicable and follow up in writing, not less than twenty one (21) Calendar Days prior to his Reporting Date or Training Date, as applicable. However, a shorter recall period may be arranged by mutual agreement between the Company and the Pilot. Where the Pilot is the most junior Pilot on layoff, he shall be so informed.
- .03 A copy of such recall notices per Section 12-8.02 shall be forwarded to the MEC Chairman.
- .04 The Company shall attempt to contact a Pilot using his current Contact Information on file with the Company.
- .05 Such attempt to contact a Pilot shall include e-mail with confirmed receipt, registered mail or courier, where no other means of contact has been successful, indicating the Reporting Date or Training Date, as applicable.
- .05 If the Company is unable to contact the affected Pilot per Section 12-8.04 within seven (7) Calendar Days, then the Pilot shall be deemed to have refused the recall.
- .06 A Pilot must advise the Company of his acceptance of a recall notice within seven (7) Calendar Days from the notification and be available to report for duty on the Reporting Date or Training Date, as applicable, contained in the recall notice.
- .07 If all Pilots recalled refuse the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall or his employment will be terminated. The next most junior Pilot must then accept the recall or his employment will be terminated and this process will continue until the Position is filled. The Company may issue multiple recall notices at the same time to avoid delays through sequentially processing notices through the above procedure.
- ..08 Pilots who do not have the minimum qualifications per Section 11 FILLING OF ASSIGNMENTS, for the Positions to which they are being recalled, may be by-passed by the Company when recalling Pilots.

12-9 SEVERANCE

- .01 A Pilot on layoff who has completed one (1) full year of service and who maintains his seniority and recall rights shall be entitled to a severance payment of two times (2X) his daily rate times his completed years of service, with a minimum of five (5) Credit Days of severance, after twelve (12) months of layoff per the Canada Labour Code.



SECTION 13

TRAINING

13-1 TRAINING DAY

- .01 The Company may schedule a training event during a regularly scheduled duty day. Such training must meet the following conditions:
 - a. The layover time in which the training is to be conducted shall be no less than five (5) consecutive hours; and,
 - b. Any other flying shall not be scheduled to exceed a total of four (4) hours during the duty day.
- .02 Travel, including check in requirements, to a training session per Section 13-1.01 shall not exceed four (4) consecutive hours on a Training Day.
- .03 A Training Day shall be scheduled for a maximum of eight (8) hours instruction time.
- .04 When a Pilot is scheduled for training, he shall be scheduled with a minimum ratio of one (1) Day free of Duty per six (6) Training Days.
- .05 In no case shall a Pilot be scheduled for more than eleven (11) consecutive Training Days, except by mutual agreement between the Company and the Pilot.
- .06 Simulator training sessions, Flight training sessions, and any simulator fill shall normally be scheduled to consist of a maximum of five (5) hours per Day.
- .07 Notwithstanding Section 13-1.06 simulator training sessions, flight training sessions and any simulator fill may be scheduled to last six (6) hours if no single Pilot being trained performs more than four (4) consecutive hours of training.
- .08 The restrictions outlined in this Section may be exceeded due to unforeseen circumstances.
- .09 The limitations listed in this Section shall apply to all TP.



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13-2 CONTIGUOUS TRAINING

- .01 A Pilot may, between the commencement of his ground school and the completion of his line indoctrination, be assigned to *his previous Equipment Assignment* provided that he holds the required qualifications.
- .02 Notwithstanding Section 13-2.01 above *The Company shall make best efforts to ensure that a Pilots is not* assigned duty on any other equipment assignment during the period of time from the commencement of ground school to the completion of a Pilots Line Indoctrination.
- .03 The Pilot identified per Section 13-2.01, may operate at the lower Status for a maximum of thirty (30) Calendar Days, after which he shall be paid at the rate for the Type for which he is being trained, for any duty at such lower Status.
- .04 Notwithstanding Section 13-2.03, any associated pay increases shall not begin later than the provisions per Section 16-6.03.

13-3 COMPUTER BASED TRAINING

- .01 The Company may provide Computer Based Training (CBT) for the purposes of meeting Transport Canada (TC) annual recurrent ground school requirements. A Pilot shall complete such CBT during:
 - a. Standby DP; or,
 - b. Stopovers; or,
 - c. On layover; or,
 - d. On reserve.
- .02 A Pilot shall complete such CBT within the ninety (90) Calendar Day period to the date on which such annual training requirements must be met. The Company shall notify the Pilot when CBT is available and the deadline for completion.
- .03 No time spent by a Pilot to complete CBT shall accrue any additional Credit Days (CD) per Section 16-1.07, and no such time shall be considered as part of a Training Day per Section 17-1.

13-4 TRAINING FILE

- .01 Pilots and/or their designated representative shall have access to their training files in the presence of a CP.

13-5 TRAINING COSTS

- .01 No Pilot shall be required to cover any cost related to training, e.g., travel, accommodation, per diems, or the use of equipment during training.

13-6 FAILURE TO QUALIFY IFR RENEWAL / PPC / LINE CHECK

- .01 A Pilot who fails to demonstrate the required proficiency during a check ride shall be subject to the following:
 - a. He shall be given additional training in the areas in which the required proficiency was not demonstrated, followed by the appropriate check ride.
 - b. The Pilot referenced per Section 13-5.01(a), shall have the option of having any additional training or checks conducted by a different instructor, provided one is reasonably available.
 - c. In the event a different instructor is not reasonably available, the Pilot shall have the option to wait for a different instructor by taking a personal LOA per Section 21-14 PERSONAL LEAVES for a maximum of four (4) consecutive weeks.



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- d. If the Pilot fails a second (2nd) time, his case shall be reviewed by the Company in consultation with the Association and he shall be advised in writing, within five (5) business days, of his current and future status with the Company.

13-7 FAILURE TO QUALIFY CONVERSION STATUS OR EQUIPMENT

- .01 A Pilot who fails to demonstrate the required proficiency shall be subject to the following:
 - a. He shall be given additional training in the area in which the required proficiency was not demonstrated, followed by the appropriate check ride.
 - b. The Pilot referenced per Section 13-6.01(a), shall have the option of having any additional training or checks conducted by a different instructor, provided one is reasonably available.
 - c. In the event a different instructor is not reasonably available, the Pilot shall have the option to wait for a different instructor by taking a personal LOA per Section 21-14 PERSONAL LEAVES for a maximum of four (4) consecutive weeks.
 - d. If the Pilot fails a second (2nd) time, his case shall be reviewed by the Company in consultation with the Association and he shall be advised in writing, within five (5) business days, of his current and future status with the Company.
 - e. In the event of a second (2nd) failure the Pilot shall return to his previous Position, if it is available, and subject to his ability to re-qualify, if required. If his previous Position is unavailable he shall have the option of:
 - i. Returning to his previous Status and Equipment at a different Base of his choosing, if one (1) is available; or,
 - ii. Being placed on LOA per Section 21 LEAVES, until such time that there is a vacancy in his previous Status and Equipment at any Base.
 - f. In the event the Pilot identified per Section 13-6.01(e) remains with the Company, the Pilot shall be ineligible to bid a change in Status and Equipment for a period of twelve (12) Calendar Months.
 - g. The Company may waive the limitations per Section 13-06.01(e). In the event the Company forgoes the limitation, the MEC Chairman shall be advised in writing.

13-8 FAILURE TO QUALIFY – TRAINING - LINE INDOCTRINATION

- .01 A Pilot who fails to demonstrate the required proficiency during the time allotted for training or Line Indoctrination shall be subject to the following:
 - a. He shall be given additional training or Line Indoctrination.
 - b. The Pilot referenced per Section 13-7.01(a), shall have the option of having any additional training or checks conducted by a different TBP, LCP or instructor, provided one (1) is reasonably available.
 - c. In the event a different TBP, LCP or instructor is not reasonably available, the Pilot shall have the option to wait for a different TBP, LCP or instructor by taking a personal LOA per Section 21-14 PERSONAL LEAVES for a maximum of four (4) consecutive weeks.
 - d. If the Pilot fails a second (2nd) time, his case shall be reviewed by the Company in consultation with the Association and he shall be advised in writing, within five (5) Business Days, of his current and future status with the Company.
 - e. In the event of a second (2nd) failure the Pilot shall return to his previous Position, if it is available, subject to his ability to re-qualify, if required. If his previous Position is unavailable he shall have the option of:
 - i. Returning to his previous Status and Equipment at a different Base of his choosing, if one



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(1) is available; or,

- ii. Being placed on LOA per Section 21 LEAVES, until such time that there is a vacancy in his previous Status and Equipment at any Base.
- f. In the event the Pilot per Section 13-7(e), remains with the Company, the Pilot shall be ineligible to bid a change in Status and Equipment for a period of twelve (12) Calendar Months.
- g. The Company may waive the limitations per Section 13-7.01(e). In the event the Company forgoes the limitation, the MEC Chairman shall be advised in writing.



SECTION 14

HOURS OF SERVICE

14-1 DUTY PERIOD

- .01 The maximum scheduled DP for Pilots shall be fourteen (14) consecutive hours as set out in the CARs and the COM, unless otherwise provided for in this Agreement.
- .02 Any DP resulting from an activation of a Pilot on Reserve that extends beyond twenty four (24) hours from the commencement of the Reserve Duty Period shall be credited as an additional DP.
- .03 A DP shall commence:
- a. A minimum of one (1) hour prior to the scheduled departure time of a Pilots scheduled flight.
 - b. The time identified in Section 14-1.05(a) may be reduced with the mutual agreement of the operating Pilots and the DFO.
 - c. For Deadheading, a Pilot's DP shall commence:
 - i. Forty-five (45) minutes prior to the scheduled departure time for a Pilot who is on a Company Aircraft.
 - ii. For commercial travel wholly within one (1) country, one (1) hour prior to scheduled departure; or;
 - iii. For commercial travel not wholly within one (1) country, one and a half (1.5) hours prior to scheduled departure.
 - iv. In the event of a regulatory change, or change in airline policy, that increases passenger check-in time, such new regulations or policies shall supersede the times per Section 14-1.05(c)(ii) and per Section 14-1.05(c)(iii).
 - v. In the event changes are made per Section 14-1.05(c) (iii), the MEC Chairman shall be notified in writing of such changes.
 - d. For flights originating at an airport located beyond fifty (50) kilometers, but not more than one hundred (100) kilometers from a Pilot's assigned Base, the DP shall commence per Section 14-1.05(a), Section 14-1.05(b) or Section 14-1.05(c).
 - e. For DP commencing as identified in Section 14-1.05(d) the maximum DP will be limited to thirteen (13) hours.
 - f. Mileage calculations shall be determined by the driving distances calculated by Google Maps <http://maps.google.ca> internet service and shall be from airport location to airport location at the applicable cities.

EXAMPLES:

- i. CYHM airport to CYYZ airport is 79.5 kilometres.
 - ii. CYLW airport to CYYF airport is 82.1 kilometres.
- .04 A DP shall end when:
- a. A Pilot is released from Duty by the DFO; or,
 - b. Notwithstanding Section 14-01.06(a), at no time shall a DP end less than fifteen (15) minutes after the



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recorded time in; or,

- .05 It is recognized by the Parties that unforeseen circumstances and abnormal operations (including seasonal variations) will occur and the Pilots will co-operate with the Company to meet demands outside of the schedule.

14-2 REST PERIODS

- .01 A RP shall follow any DP.
- .02 A Pilot's minimum RP scheduled between DP shall be in accordance with CARs and as follows:
- a. At a Pilot's Home Base, the minimum RP shall be eleven (11) consecutive hours. With the following exception:
 - i. Where the DP is scheduled to include a Long Term Stopover the RP shall be reduced to ten (10) consecutive hours.
 - b. When a Pilot is away from his Home Base the minimum RP shall be ten (10) consecutive hours.
 - c. The Company shall monitor the Risk Management System for rest period and fatigue issues and shall take corrective actions where required.
 - d. The Parties shall meet within twelve (12) Calendar Months, or sooner if requested by either Party, of the implementation of schedule changes to further review the scheduled rest periods, and amend as required.
 - e. During any RP a Pilot shall be given the opportunity to obtain nine (9) consecutive hours at his accommodation.
 - f. The RP may be reduced with mutual agreement between the Pilot and the Company.
 - i. Where the RP has been increased per Section 14-2.02(d), and such increase causes a cancellation of a Pilot's scheduled Pairing, such Pilot shall receive the full credit for his cancelled scheduled Pairing.
- 03 A Pilot shall take appropriate measures to prevent interruption of their RP.

14-3 RESERVE DUTY PERIOD

- .01 Where a Pilot is assigned a Reserve Duty Period, the Company shall provide the Pilot with an opportunity to obtain at least eight (8) consecutive hours sleep in any twenty four (24) consecutive hours while on a Reserve Duty Period by one (1) of the following methods:
- a. The Company shall provide the Pilot with twenty four (24) hours' notice of the time of commencement and duration of his RP. The designated RP cannot shift more than three (3) hours earlier or later than the preceding RP, nor more than a total of eight (8) hours in any seven (7) consecutive Calendar Days, or;
 - b. The Pilot shall be given a minimum of ten (10) consecutive hours' notice of his flight duty and shall not be assigned any Duty for these ten (10) consecutive hours, or;
 - c. The Company shall not assign the Pilot to flight duty time and shall not interrupt the Pilot's RP between the hours of 2200 and 0600 local time.
- .02 If the Company is unable to provide a Pilot with a RP per Section 14-03.01, and the Pilot is notified to report for flight duty or the reporting time occurs between 2200 and 0600 local time:
- a. The maximum flight duty time shall be ten (10) consecutive hours; and,
 - b. The subsequent minimum RP shall be increased by at least one half ($\frac{1}{2}$) the length of the preceding



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flight duty time.



SECTION 15

SCHEDULING RULES

15-1 SCHEDULING RULES APPLICATION

- .01 The number of line Pilots shall be sufficient to protect the Company's operations and provide normal working conditions as provided for in this Agreement, based on forty two (42) CD per Quarter being scheduled for Pilots covered by this Agreement.
- .02 The provisions of Section 15 SCHEDULING RULES do not apply to new hires until starting the first Calendar Month following completion of initial Line Indoctrination.
- .03 The provisions of Section 15 SCHEDULING RULES do not apply to pilots upgrading from the start of ground school until the start of his first Calendar Month following completion of Line Indoctrination.

15-2 Quarter 1 monthly equalization

- .01 For scheduling purposes, the following Monthly adjustments are made:
 - a. January shall be considered January 1 to 30
 - b. February shall be considered January 31 to March 1
 - c. March shall be considered March 2 to 31

15-3 PAIRINGS AND PAIRING BLOCKS

- .01 Pairings and Pairing Blocks shall be constructed and published as a Pairing Summary by the Company on the Company website [hyperlink](#).
- .02 New or amended Pairings shall be identified and brought to the attention of the ASC-MEC, as soon as practicable.
- .03 The Pairing Summary PL shall contain pairings and Pairing Blocks available for award by Base, showing the Day of the Month the Pairing operates.

15-4 FLIGHT SCHEDULE

- .01 The Flight Schedule shall be posted on the Company website [hyperlink](#) and contain not less than the following information:
 - a. Flight numbers; and,
 - b. Effective date ranges for each flight; and,
 - c. Frequency for each flight; and,
 - d. Local and UTC check-in times; and,
 - e. Local and UTC arrival and departure time at each airport; and,
 - f. Departure and arrival airports, for each flight; and,
 - g. Applicable Type, for each flight; and,
 - h. Local time at which duty begins and ends; and,



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- i. Additional information not considered herein.

15-5 TRAINING VACATION AND MEDICAL FORM

- .01 The TVM shall be posted on The Company website and contain not less than the following information:
 - a. Pilots requiring recurrent simulator days; and,
 - b. Pilot's assigned initial or Upgrade simulator days; and,
 - c. Pilots requiring recurrent ground school days; and,
 - d. Pilots assigned initial ground school days; and,
 - e. Pilots requiring line checks; and,
 - f. Pilot's annual vacation days; and,
 - g. Pilots requiring upcoming medicals; and,
 - h. Planned non-operational days.

15-6 SUPPLEMENTAL INFORMATION FORM

- .01 The SIF shall contain not less than the following information:
 - a. Bid restrictions due to CAR; and,
 - b. Standby operational information; and,
 - c. Reserve operational information; and,
 - d. PB operational information; and,
 - e. Due date for submission of a Pilot's bid; and,
 - f. The anticipated number of CD per Equipment Assignment in excess or short of fourteen (14) CD per Pilot; and,
 - g. Potential number of available monthly vacation days; and,
 - h. Name and phone numbers of companies utilized for crew transport; and,
 - i. Name and phone numbers of hotel properties utilized for crew accommodations.

15-11 PAIRING BID FORM

- .01 The PAIRING BID FORM shall provide the Pilot the opportunity of indicating his preference for:
 - a. Duty Days; and,
 - b. Pairing Blocks; and, ~~PB; and,~~
 - c. Requested Day Off; and,
 - d. Overtime; and,
 - e. Off Base flying (including preferred Bases), if any; and,
 - f. Monthly vacation days; and,
 - g. Recurrent simulator days; and,
 - h. Additional requests through a comments section.
- .02 A Pilot may submit a Pairing Bid Form and request that it be utilized as a Standing Bid until withdrawn.



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15-13 BID PACKAGE

- .01 The bid package shall consist of:
 - a. The Pairing Summary; *and*,
 - b. The TVM; *and*,
 - c. The SIF; *and*,
 - d. The PBF.
- .02 The bid package shall be distributed no later than seven (7) Calendar Days before the due date for submission of the Pilot's bid unless the bid package has been delayed due to customer delay in setting flight schedules.
- .03 The bid package shall be posted on the Company website, and distributed to all Pilots via email.

15-14 BID SUBMISSION

- .01 Pilots may submit a completed Pairing Bid Form electronically or by fax.
- .02 A Pilot's bid shall not be considered accepted until the Pilot receives confirmation of receipt of his completed Pairing Bid Form from Crew Scheduling.
- .03 A Pilot may revise his bid at any time prior to the closing date of the bid. This bid must clearly be marked as a revised bid submission.
- .04 Where a Pilot has filed a standing Pairing Bid Form with Crew Scheduling, such Pairing Bid Form shall serve as a bid for any period where a monthly Pairing Bid Form is not submitted.

15-15 SCHEDULE CONSTRUCTION

- .01 The following days shall be placed on a Pilot's schedule in this order of priority:
 - a. Initial and Upgrade Training Days, where the Pilot is the trainee, i.e., simulator, ground school, and Line Indoctrination; then,
 - b. Awarded Vacation Blocks; then,
 - c. Recurrent Training Days, i.e., simulator, ground school, line checks; then,
 - d. Instructing Days; then,
 - e. Requested Days Off or requested Duty Days; then,
 - e. Monthly Vacation Days.
- .02 The following days may be placed on a Pilot's schedule if feasible during the schedule construction:
 - a. Pairing Blocks; *and*,
 - b. Off Base flying; *and*
 - c. Preferred simulator or flight training days.
- .03 A Pilot receiving training per Section 15-15.01(c) shall be assigned line checks and Line Indoctrination in accordance with the Training Pilot or Line Check Pilot schedule.
- .04 Requests per Section 15-15.01(e) and Section 15-15.01 (f) shall be considered with equal priority, with regard



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to Seniority.

- .05 All changes to Section 15-15.01 shall be by mutual agreement between the Association and the Company.
- .06 A Pilot shall be awarded a minimum of ten (10) days off per Calendar Month. A Pilot working a partial month due to Calendar Days spent on LOA or vacation shall have his minimum Days Off prorated per the following formula:
- Minimum Days Off =
- $10 \times (30 - \text{Calendar Days spent on Leave of Absence and vacation}) / 30.$
- .07 The minimum Days Off may be reduced by mutual consent of the Pilot and the Company.
- .08 Where the minimum Days Off per Calendar Month are reduced per Section 15-15.06, the Master Executive Chairman shall be notified within seven (7) Calendar Days.
- .09 Seniority shall govern the awarding of the following, where a Pilot has an accepted bid, per Section 15-14, submitted prior to the closing date of the bid:
- a. Available simulator days for Training Pilot; and,
 - b. Available recurrent simulator days; and,
 - c. Available recurrent ground school Days; and,
 - d. Available Pairing Block ; and,
 - e. Requested Days Off and requested Duty Days; and,
 - f. Monthly vacation days; and,
 - g. Off Base Flying.
- .10 The Company may take into account operational requirements when awarding a Pilot's bid requests per Section 15-15.09 (a) through (d) inclusive.
- .11 Per Section 15-15.09(g), Off Base flying will only be awarded to a Pilot once all Pairing Blocks designated as originating at a Pilot's Home Base have been completely assigned.
- .12 Per 15-15.09(c), a Pilot will normally be awarded recurrent ground school days only at the ground school location indicated on the vacation bid package.
- .13 The Company may adjust the schedule to balance the number of Credit Day assigned to Pilots in order to reduce CD paid at the Overtime rate.
- .14 Vacation days shall be in lieu of a Pilot's regularly scheduled flying and shall be treated as half (1/2) CD for the purposes of balancing the schedule. For clarity, the sum of Vacation day credits and CD scheduled in a Quarter shall not exceed the average number of CD rounded up to the next whole number awarded to Pilots in the same Position by more than one (1) CD in that Quarter, unless requested otherwise by the Pilot.
- .15 Any adjustments during the construction of the schedule per Section 15-15.09, shall give due regard to Seniority and a Pilot's preferences identified on his accepted bid, as well as the operational requirements of the Company.



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- .16 Should there be unassigned CD under the quarterly averaging, the Company may assign monthly or declined vacation days in that Quarter in the following order:
- To Pilots who have bid their monthly vacation days in that month, but were not awarded their monthly vacation days, in reverse order of Seniority; then,
 - To Pilots who volunteer to utilize their monthly vacation days, in order of Seniority; then,
 - To Pilots who have remaining monthly vacation days, in reverse order of Seniority; then,
 - To Pilots who have declined vacation for payout at the end of the Calendar Year, in reverse order of Seniority.

15-16 MONTHLY SCHEDULE AWARD

- .01 The Company shall normally issue the monthly schedule by the fifteenth (15th) Calendar Day of the previous Month, but no later than the twentieth (20th) Calendar Day of the previous month.
- .02 The Company shall notify the MEC Chairman in the event they are unable to meet the deadline per Section 15-16.01,
- .03 The deadline per Section 15-16.01 may be extended with the consent of the MEC Chairman, such consent shall not be unreasonably withheld.
- .04 The monthly schedule shall be posted on the Company website [hyperlink](#), and distributed via email to all Pilots.

15-17 PAIRING EXCHANGES

- .01 Pairing exchanges shall be handled in the following manner:
- Pilots may exchange Pairings with other Pilots in the same Status and Equipment.
 - Pilots wishing to exchange Pairing(s) should put their request in writing to Crew Scheduling using the Pairing Exchange Request Form. Crew scheduling may approve or deny any Pairing exchange. Reasons for a denial shall be indicated on the return copy of the Pairing Exchange Request Form to the Pilots.
 - Once a pairing(s) is exchanged, it becomes part of the Pilots' schedule.
 - Where a Pairing exchange does not result in an equal exchange of Credit Days in no case shall the Company be liable for any additional cost.
 - Where a Pairing exchange does not result in an equal exchange of CD, the Pilots may offer to exchange Pairings without exchanging CD, with the approval of the DFO.

15-18 EXTRA FLYING - FIRST CALL LIST

- .01 A Pilot may elect to have his name placed on the FCL if he wishes priority consideration by Crew Scheduling for extra DP which become available after the issuance of the monthly schedule.
- .02 A Pilot, who indicates a preference for overtime on his accepted bid, shall have his name placed on the FCL.
- .03 A Pilot's name shall be placed on the FCL in order of seniority.
- .04 A Pilot may elect to have his name removed from the FCL at any time.
- .05 A Pilot reserves the right to decline to work a DP assigned from the FCL where a junior Pilot is available at his



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Base.

- .06 Notwithstanding Section 15-18.04, once a Pilot whose name appears on the FCL has accepted a DP, then the DP is the responsibility of the Pilot.
- .07 The FCL shall be maintained by the Company and posted-monthly on-line.

15-19 EXTRA FLYING – ASSIGNMENT

- .01 Extra DP which become available after the issuance of the monthly schedule shall be assigned to Pilots at the affected Base who are sufficiently under their flight duty time limits, in the following order:
 - a. Pilots who are listed on the FCL and are expected to be scheduled for less than forty two (42) CD in the Quarter, in order of Seniority; then,
 - b. Pilots who are not listed on the FCL and are expected to be scheduled for less than forty two (42) CD in the Quarter, in reverse order of Seniority; then,
 - c. Pilots who are listed on the FCL and are expected to be scheduled for forty four (44) CD or less in the Quarter, in order of Seniority; then,
 - d. Pilots who are not listed on the FCL and are expected to be scheduled for forty four (44) CD or less in the Quarter, in reverse order of Seniority; then,
 - e. Pilots who are listed on the FCL and are expected to be scheduled for greater than forty four (44) CD in the Quarter, in order of Seniority; then,
 - f. Pilots who are not listed on the FCL and are expected to be scheduled for greater than forty four (44) CD in the Quarter, in reverse order of Seniority.

15-20 WORK ON A SCHEDULED DAY OFF

- .01 Work on a scheduled Day Off shall be paid as part of the Quarterly averaging.

15-21 FLIGHT TESTING OF AIRCRAFT

- .01 Maintenance Test Flights shall be conducted during daylight hours.
- .02 Maintenance Test Flights shall be conducted at the commencement of a DP.
- .03 Confidence Flights may be performed at any point during a Duty Period.
- .04 The Company may request Maintenance Test Flights at other times subject to the mutual agreement of all three (3) crew members.



SECTION 16

RATES OF PAY

16-1 CREDIT DAY

- .01 Pilot salaries are based on forty two (42) working days per Quarter.
- .02 Pilots shall be paid a minimum guarantee of forty two (42) CD per Quarter.
- .03 The minimum guarantee per Section 16-1.02 may be reduced where a Pilot is not available for duty due to:
- a. Taking unpaid LOA (including a disability leave); or,
 - b. Unpaid suspension; or,
 - c. Resignation; or,
 - d. Layoff; or,
 - e. Dismissal.
- .04 The minimum guarantee per Section 16-1.02, shall be reduced by forty two (42), multiplied by the number of Calendar Days where a Pilot is not available for Duty per Section 16-1.03, divided by ninety (90), and rounded to the nearest half (1/2) CD.
- Example: A Pilot is laid off the last four (4) weeks of the Quarter. His minimum guarantee shall be reduced by thirteen (13) CD:
- $$42 \times (4 \times 7) / 90 = 13.06 \text{ rounded to } 13.0 \text{ CD}$$
- .05 Where a Pilot is not available for duty per Section 16-1.03(a), Section 16-1.03(b) and Section 16-1.03(c), the Company may adjust the Monthly schedule in order that such Pilot may be scheduled to receive a sum of CD and SHC and SDC equal to his reduced minimum guarantee per Section 16-1.04.
- .06 Notwithstanding Section 16-1.05, if a Pilot does not provide at least twenty one (21) Days' notice of his resignation to the Company, and where such notice is not sufficient for the Company to schedule him to receive a combination of CD, SHC and SDC equal to or greater than his minimum guarantee per Section 16-1.04, then such Pilot shall be paid for the CD, SHC and SDC that occurred prior to his date of resignation.
- .07 A Pilot shall receive one (1) Credit Day for each of the following:
- a. A Duty Period in excess of five (5) hours; or,
 - b. A reserve period in excess of five (5) hours; or,
 - c. A Layover Day.
 - d. Notwithstanding Section 16-1.08 (e) below, if a Pilot has arrived at the check-in facility for his flight, and his flight is cancelled, he shall be paid one (1) Credit Day.
- .08 A Pilot shall receive one half (1/2) Credit Day for each of the following:
- a. A Duty Period of five (5) consecutive hours or less; or,
 - b. A Training Day; or,
 - c. A vacation day; or,



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- d. A reserve period of five (5) hours or less; or
- e. A Pilot's scheduled Duty Period is cancelled within twelve (12) hours of the scheduled check-in time.

.09 With the exception of Section 16-1.08(b), no Pilot shall be awarded less than one (1) Credit Day for each twenty four (24) consecutive hours away from his Home Base.

16-2 EXTRA TIME AND OVERTIME

- .01 CD awarded in excess of forty four (44) in the Quarter shall be considered as overtime and shall be paid at one and a half (1.5) times the Pilot's daily rate, with the exception of SDC and non-activated Reserve.
- .02 CD awarded in excess of a Pilot's minimum guarantee per Section 16-1.02 and Section 16-1.04, but below that required for Overtime per Section 16-2.01 shall be considered as extra time and shall be paid at one (1) times the Pilot's daily rate.
- .03 If a Pilot does not want to be paid out for any or all of his CD earned in excess of forty two (42) CD per Quarter; the CD not paid out shall be compensated as BD.
- .04 BD utilized per Section 16-2.03, shall be credited at a rate of one (1) BD for each single CD not paid out.
- .05 BD per Section 16-2.03 must be taken as Days Off within the following two (2) Quarters. Granting of a BD off will be at the sole discretion of the Company.
- .06 BD not awarded as Days Off within the following two (2) Quarters per Section 16-2.05, shall be paid out at their earned value in the third (3rd) Quarter after they were earned.

16-3 STATUTORY HOLIDAY CREDIT

- .01 A Pilot shall receive one (1) SHC on each statutory holiday per Section 22-9 STATUTORY HOLIDAYS.
- .02 Where a Pilot's combination of CD and SDC are less than his minimum guarantees per Section 16-1.02 and Section 16-1.04, as applicable, the total number of SHC earned in that Quarter shall be reduced by such deficit.
- .03 A SHC SHALL BE EQUAL IN VALUE TO ONE (1) TIMES A PILOT'S DAILY RATE.

16-4 SICK DAY CREDIT

- .01 A Pilot shall receive a SDC for each Sick Leave Day identified and qualified in Section 21-17 SICK LEAVE DAYS APPLICATION and Section 21-18 DOCTORS VISIT.
- .02 Where a Pilot receives less CD than his minimum guarantee per Section 16-1.02 and Section 16-1.04, as applicable, the total number of SDC earned in that Quarter shall be reduced by such deficit.
- .03 A SDC SHALL BE EQUAL IN VALUE TO ONE (1) TIMES A PILOT'S DAILY RATE.

16-5 PAYROLL

- .01 Pilots shall be paid a minimum guarantee of seven (7) CD semimonthly.
- .02 Pilots shall be paid on the last business day up to and including the fifteenth (15th) of the Calendar Month and the last business day of the Calendar Month. Wages shall be paid via direct deposit to the account of the Pilot's choosing.
- .03 Expenses shall be paid out per Section 16-5.02 in the pay period after the Company has received the monthly



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Pilot expense form, if received seven (7) working days prior to the pay period.

- .04 Extra time and overtime shall be paid per Section 16-2 EXTRA TIME AND OVERTIME, on the last business day of the Calendar Month following the end of the Quarter.
- .05 SHC shall be paid per Section 16-3 STATUTORY HOLIDAY CREDIT, on the last business day of the Calendar Month following the end of the Quarter.
- .06 SDC shall be paid per Section 16-4 SICK DAY CREDIT, on the last business day of the Calendar Month following the end of the Quarter.
- .07 A SP, TPP or a Pilot who holds a Position that requires him to maintain qualifications on two (2) or more Types that are not equal Equipment Assignments, and who is in receipt of Extra Time shall be compensated at either the HEA rate or LEA rate, as worked.
- .08 A SP, TPP or a Pilot who holds a Position that requires him to maintain qualifications on two (2) or more Types that are not equal Equipment Assignments, and who is in receipt of Overtime shall be compensated as follows:
 - a. Total Overtime Days times CD earned in the HEA in the Quarter divided by total CD earned in the Quarter equals Overtime Days paid at the HEA.
 - b. Total Overtime Days times CD earned in the LEA in the Quarter divided by total CD earned in the Quarter equals Overtime Days paid at the LEA.
- .09 Any Company generated pay and or expense claim payment error of one hundred dollars (\$1 200) or less shall be paid on the next regular pay. Any errors over one hundred dollars (\$1 200) shall have a separate cheque issued within three (3) Business Days if requested by the Pilot.

16-6 MONTHS OF SERVICE - PAY DETERMINATION

- .01 A Training Wage of two thousand dollars (\$2000.00) per calendar month (prorated for partial months) shall be paid to all new hire Pilots from their Company Date of Hire until completion of Line Indoctrination.
- .02 Upon completion of initial Line Indoctrination, Pilots shall be paid in accordance with the pay scales found in TABLE 16B.
- .03 Except where a Pilot fails to qualify at any point during training, a Pilot shall commence to receive the pay associated with his identified Position on the earliest of the following dates, rounded to the nearest pay period:
 - a. The date the Pilot completes his initial Line Indoctrination in his identified Position; or,
 - b. Sixty (60) Calendar Days from the Effective Date of a Position awarded to a Pilot, except where the Pilot is a new hire, or the Pilot is unavailable for training; or,
 - c. The date of such pay increase of any Pilot junior to him who was awarded the same Equipment Assignment on the same or Subsequent Vacancy award, provided he was available to complete his training, i.e.: not away on a leave.
- .04 Notwithstanding Section 16-6.02, except where a Pilot fails to qualify at any point during training, a Pilot accepting an involuntary move that would result in a pay decrease shall commence to receive the pay associated with his new Position on the latest of the following dates, rounded to the nearest pay period:
 - a. The date the Pilot completes his initial Line Indoctrination in his new Position; or,
 - b. The date the Pilot conducts his last flight in his previous Position; or,
 - c. The Effective Date of his new Position; or,
 - d. The date of pay reduction of any pilot junior to him who was awarded the same Equipment Assignment on the same or subsequent Reduction Award.
- .05 A Pilot shall accrue YOS MOS in his Equipment Category and all lower Equipment Categories from the date he



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commences to receive the pay associated with his new Position.

- .06 A Pilot shall not accrue MOS on an Equipment Category higher than his current Equipment Category, except as provided for in Section 35 SUPERNUMERARY PILOTS and Section 36 TEMPORARY POSITION PILOTS.
- .07 MOS pay increases shall be made each twelve (12) months of completed service following the date a Pilot commenced to receive the pay associated with his new Position.
- .08 A Pilot's YOS shall at no time be deemed to be lower than zero (0) months.
- .09 A Pilot serving in a LEA than the one to which he is assigned shall be paid at the higher rate.
- .10 A SP, TPP or a Pilot who holds a Position that requires him to maintain qualifications on two (2) or more Types that are not equal Equipment Assignments, shall accrue YOS in the LEA from the day he commenced to receive the pay associated with the LEA.
- .11 A SP, TPP or a Pilot who holds a Position that requires him to maintain qualifications on two (2) or more Types that are not equal Equipment Assignments, shall accrue YOS in the HEA based on the following formula:
 - 1. Number of CD flown by such Pilot in the HEA since the last YOS increase date, plus;
 - 2. Number of Training Days completed by such Pilot since the last YOS increase date, plus;
 - 3. The Vacation and Statutory Holidays taken by such Pilot during that YOS multiplied by the HEA days divided by the total number of CD accrued during that YOS, recalculated monthly.
- .11 Once a Pilot referred to in Section 16-6.15 reaches one hundred and sixty eight (168) CD, a MOS-based increase shall be deemed to have occurred, advancing the Pilot to the next MOS level, e.g.; entry to twelve (12) MOS after one hundred and sixty eight (168) CD completed in the HEA, resetting the calculations for the next twelve (12) MOS.
- .12 Notwithstanding Section 16-6.16, a Pilot referred to in Section 16-6.15 shall not accrue more than twelve (12) MOS in any twelve (12) Calendar Month period.
- .13 Any Pilot who holds a Position awarded after November 1, 2009 that requires him to maintain qualifications on more than one (1) Type shall receive a five (5) percent premium, and his Pay shall be based on the Equipment being flown.
- .14 Check and Training Pilots shall receive additional sum payments distributed equally over their pay periods equal to the following amounts:
 - a. Check A: Five (5) percent of gross salary
 - b. Training Pilots: Three point five (3.5) percent of gross salary

16-7 TRANSFERS

- .01 A Pilot accepting an upgrade shall enter the higher Equipment Category pay scales with any previously accrued MOS in that higher Equipment Category.
- .02 Upgrading Pilots whose wage would decrease as a result of moving to a higher Status in the same Equipment Category shall stay at their current wage, until the new wage causes an increase.
- .03 Notwithstanding Section 16-7.01, a Pilot initiating a promotion from narrow to wide body Captain, requiring initial or upgrade training, shall be placed on the wide body pay scale at the equivalent of his narrow body Captain MOS reduced by thirty six (36) months on the date that his pay would be adjusted to reflect his new Position per Section 16-6.02.



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16-8 GENERAL WAGE INCREASE

- .01 A General Wage Increase (GWI) of one percent (1%) has been applied annually starting on April 1, 2016 to the Wage Scales in Section 16-9.

16-9 PAY SCALES

- .01 The pay scales contained in Table 16A were constructed by incorporating an annual General Wage Increase (GWI) of one percent (1%).
- .02 There shall be three (3) identified aircraft pay categories:
- a. Turboprop and Small Jet Aircraft shall be identified as an aircraft with a gross takeoff weight of ninety-nine thousand nine-hundred and nine (99,999) pounds or less.
 - b. **Narrow Body Aircraft** shall be identified as an aircraft with a single passenger aisle and a gross takeoff weight of one-hundred thousand (100,000) pounds or greater.
 - c. **Wide Body Aircraft** shall be identified as an aircraft with two (2) or more passenger aisles and a gross takeoff weight of one-hundred thousand (100,000) pounds or greater.
- .03 Daily Rate is calculated by dividing annual salary by one-hundred and sixty-eight (168).
- .04 Monthly Rate is calculated by dividing annual salary by twelve (12).



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TABLE 16A

WIDEBODY - CAPTAIN							
	Entry	12 Months	24 Months	36 Months	48 Months	60 Months	72 Months
4/2015	\$ 643.45	\$ 662.76	\$ 682.64	\$ 703.12	\$ 724.21	\$ 745.94	\$ 768.32
	\$ 9,008.33	\$ 9,278.58	\$ 9,556.94	\$ 9,843.65	\$ 10,138.96	\$ 10,443.13	\$ 10,756.42
	\$ 108,100.00	\$ 111,343.00	\$ 114,683.29	\$ 118,123.79	\$ 121,667.50	\$ 125,317.53	\$ 129,077.05
4/2016	\$ 649.89	\$ 669.38	\$ 689.47	\$ 710.15	\$ 731.45	\$ 753.40	\$ 776.00
	\$ 9,098.42	\$ 9,371.37	\$ 9,652.51	\$ 9,942.09	\$ 10,240.35	\$ 10,547.56	\$ 10,863.99
	\$ 109,181.00	\$ 112,456.43	\$ 115,830.12	\$ 119,305.03	\$ 122,884.18	\$ 126,570.70	\$ 130,367.82
4/2017	\$ 656.39	\$ 676.08	\$ 696.36	\$ 717.25	\$ 738.77	\$ 760.93	\$ 783.76
	\$ 9,189.40	\$ 9,465.08	\$ 9,749.04	\$ 10,041.51	\$ 10,342.75	\$ 10,653.03	\$ 10,972.63
	\$ 110,272.81	\$ 113,580.99	\$ 116,988.42	\$ 120,498.08	\$ 124,113.02	\$ 127,836.41	\$ 131,671.50
4/2018	\$ 662.95	\$ 682.84	\$ 703.32	\$ 724.42	\$ 746.16	\$ 768.54	\$ 791.60
	\$ 9,281.29	\$ 9,559.73	\$ 9,846.53	\$ 10,141.92	\$ 10,446.18	\$ 10,759.56	\$ 11,082.35
	\$ 111,375.54	\$ 114,716.80	\$ 118,158.31	\$ 121,703.06	\$ 125,354.15	\$ 129,114.77	\$ 132,988.22
4/2019	\$ 669.58	\$ 689.67	\$ 710.36	\$ 731.67	\$ 753.62	\$ 776.23	\$ 799.51
	\$ 9,374.11	\$ 9,655.33	\$ 9,944.99	\$ 10,243.34	\$ 10,550.64	\$ 10,867.16	\$ 11,193.17
	\$ 112,489.29	\$ 115,863.97	\$ 119,339.89	\$ 122,920.09	\$ 126,607.69	\$ 130,405.92	\$ 134,318.10

WIDEBODY - CAPTAIN							
	84 Months	96 Months	108 Months	120 Months	132 Months	144 Months	156 Months
4/2015	\$ 791.37	\$ 815.11	\$ 839.56				
	\$ 11,079.11	\$ 11,411.49	\$ 11,753.83				
	\$ 132,949.36	\$ 136,937.85	\$ 141,045.98				
4/2016	\$ 799.28	\$ 823.26	\$ 847.96	\$ 873.39			
	\$ 11,189.90	\$ 11,525.60	\$ 11,871.37	\$ 12,227.51			
	\$ 134,278.86	\$ 138,307.22	\$ 142,456.44	\$ 146,730.13			
4/2017	\$ 807.27	\$ 831.49	\$ 856.43	\$ 882.13	\$ 908.59		
	\$ 11,301.80	\$ 11,640.86	\$ 11,990.08	\$ 12,349.79	\$ 12,720.28		
	\$ 135,621.65	\$ 139,690.30	\$ 143,881.01	\$ 148,197.44	\$ 152,643.36		
4/2018	\$ 815.34	\$ 839.80	\$ 865.00	\$ 890.95	\$ 917.68	\$ 945.21	
	\$ 11,414.82	\$ 11,757.27	\$ 12,109.98	\$ 12,473.28	\$ 12,847.48	\$ 13,232.91	
	\$ 136,977.86	\$ 141,087.20	\$ 145,319.82	\$ 149,679.41	\$ 154,169.79	\$ 158,794.89	
4/2019	\$ 823.50	\$ 848.20	\$ 873.65	\$ 899.86	\$ 926.85	\$ 954.66	\$ 983.30
	\$ 11,528.97	\$ 11,874.84	\$ 12,231.08	\$ 12,598.02	\$ 12,975.96	\$ 13,365.24	\$ 13,766.19
	\$ 138,347.64	\$ 142,498.07	\$ 146,773.01	\$ 151,176.20	\$ 155,711.49	\$ 160,382.83	\$ 165,194.32



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NARROWBODY - CAPTAIN							
	Entry	12 Months	24 Months	36 Months	48 Months	60 Months	72 Months
4/2015	\$ 560.12	\$ 576.92	\$ 594.23	\$ 612.06	\$ 630.42	\$ 649.33	\$ 668.81
	\$ 7,841.67	\$ 8,076.92	\$ 8,319.22	\$ 8,568.80	\$ 8,825.86	\$ 9,090.64	\$ 9,363.36
	\$ 94,100.00	\$ 96,923.00	\$ 99,830.69	\$ 102,825.61	\$ 105,910.38	\$ 109,087.69	\$ 112,360.32
4/2016	\$ 565.72	\$ 582.69	\$ 600.17	\$ 618.18	\$ 636.72	\$ 655.82	\$ 675.50
	\$ 7,920.08	\$ 8,157.69	\$ 8,402.42	\$ 8,654.49	\$ 8,914.12	\$ 9,181.55	\$ 9,456.99
	\$ 95,041.00	\$ 97,892.23	\$ 100,829.00	\$ 103,853.87	\$ 106,969.48	\$ 110,178.57	\$ 113,483.92
4/2017	\$ 571.38	\$ 588.52	\$ 606.17	\$ 624.36	\$ 643.09	\$ 662.38	\$ 682.25
	\$ 7,999.28	\$ 8,239.26	\$ 8,486.44	\$ 8,741.03	\$ 9,003.26	\$ 9,273.36	\$ 9,551.56
	\$ 95,991.41	\$ 98,871.15	\$ 101,837.29	\$ 104,892.41	\$ 108,039.18	\$ 111,280.35	\$ 114,618.76
4/2018	\$ 577.09	\$ 594.40	\$ 612.24	\$ 630.60	\$ 649.52	\$ 669.01	\$ 689.08
	\$ 8,079.28	\$ 8,321.66	\$ 8,571.30	\$ 8,828.44	\$ 9,093.30	\$ 9,366.10	\$ 9,647.08
	\$ 96,951.32	\$ 99,859.86	\$ 102,855.66	\$ 105,941.33	\$ 109,119.57	\$ 112,393.16	\$ 115,764.95
4/2019	\$ 582.86	\$ 600.35	\$ 618.36	\$ 636.91	\$ 656.02	\$ 675.70	\$ 695.97
	\$ 8,160.07	\$ 8,404.87	\$ 8,657.02	\$ 8,916.73	\$ 9,184.23	\$ 9,459.76	\$ 9,743.55
	\$ 97,920.84	\$ 100,858.46	\$ 103,884.22	\$ 107,000.74	\$ 110,210.77	\$ 113,517.09	\$ 116,922.60

NARROWBODY - CAPTAIN							
	84 Months	96 Months	108 Months	120 Months	132 Months	144 Months	156 Months
4/2015	\$ 688.88	\$ 709.54	\$ 730.83				
	\$ 9,644.26	\$ 9,933.59	\$ 10,231.60				
	\$ 115,731.13	\$ 119,203.06	\$ 122,779.16				
4/2016	\$ 695.76	\$ 716.64	\$ 738.14	\$ 760.28			
	\$ 9,740.70	\$ 10,032.92	\$ 10,333.91	\$ 10,643.93			
	\$ 116,888.44	\$ 120,395.10	\$ 124,006.95	\$ 127,727.16			
4/2017	\$ 702.72	\$ 723.80	\$ 745.52	\$ 767.88	\$ 790.92		
	\$ 9,838.11	\$ 10,133.25	\$ 10,437.25	\$ 10,750.37	\$ 11,072.88		
	\$ 118,057.33	\$ 121,599.05	\$ 125,247.02	\$ 129,004.43	\$ 132,874.56		
4/2018	\$ 709.75	\$ 731.04	\$ 752.97	\$ 775.56	\$ 798.83	\$ 822.79	
	\$ 9,936.49	\$ 10,234.59	\$ 10,541.62	\$ 10,857.87	\$ 11,183.61	\$ 11,519.12	
	\$ 119,237.90	\$ 122,815.04	\$ 126,499.49	\$ 130,294.47	\$ 134,203.31	\$ 138,229.41	
4/2019	\$ 716.85	\$ 738.35	\$ 760.50	\$ 783.32	\$ 806.82	\$ 831.02	\$ 855.95
	\$ 10,035.86	\$ 10,336.93	\$ 10,647.04	\$ 10,966.45	\$ 11,295.44	\$ 11,634.31	\$ 11,983.34
	\$ 120,430.28	\$ 124,043.19	\$ 127,764.48	\$ 131,597.42	\$ 135,545.34	\$ 139,611.70	\$ 143,800.05



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WIDEBODY & NARROWBODY - FIRST OFFICER							
	Entry	12 Months	24 Months	36 Months	48 Months	60 Months	72 Months
4/2015	\$ 334.52	\$ 344.56	\$ 354.90	\$ 365.54	\$ 376.51	\$ 387.80	\$ 399.44
	\$ 4,683.33	\$ 4,823.83	\$ 4,968.55	\$ 5,117.60	\$ 5,271.13	\$ 5,429.27	\$ 5,592.14
	\$ 56,200.00	\$ 57,886.00	\$ 59,622.58	\$ 61,411.26	\$ 63,253.60	\$ 65,151.20	\$ 67,105.74
4/2016	\$ 337.87	\$ 348.01	\$ 358.45	\$ 369.20	\$ 380.27	\$ 391.68	\$ 403.43
	\$ 4,730.17	\$ 4,872.07	\$ 5,018.23	\$ 5,168.78	\$ 5,323.84	\$ 5,483.56	\$ 5,648.07
	\$ 56,762.00	\$ 58,464.86	\$ 60,218.81	\$ 62,025.37	\$ 63,886.13	\$ 65,802.72	\$ 67,776.80
4/2017	\$ 341.25	\$ 351.49	\$ 362.03	\$ 372.89	\$ 384.08	\$ 395.60	\$ 407.47
	\$ 4,777.47	\$ 4,920.79	\$ 5,068.42	\$ 5,220.47	\$ 5,377.08	\$ 5,538.40	\$ 5,704.55
	\$ 57,329.62	\$ 59,049.51	\$ 60,820.99	\$ 62,645.62	\$ 64,524.99	\$ 66,460.74	\$ 68,454.56
4/2018	\$ 344.66	\$ 355.00	\$ 365.65	\$ 376.62	\$ 387.92	\$ 399.56	\$ 411.54
	\$ 4,825.24	\$ 4,970.00	\$ 5,119.10	\$ 5,272.67	\$ 5,430.85	\$ 5,593.78	\$ 5,761.59
	\$ 57,902.92	\$ 59,640.00	\$ 61,429.20	\$ 63,272.08	\$ 65,170.24	\$ 67,125.35	\$ 69,139.11
4/2019	\$ 348.11	\$ 358.55	\$ 369.31	\$ 380.39	\$ 391.80	\$ 403.55	\$ 415.66
	\$ 4,873.50	\$ 5,019.70	\$ 5,170.29	\$ 5,325.40	\$ 5,485.16	\$ 5,649.72	\$ 5,819.21
	\$ 58,481.95	\$ 60,236.40	\$ 62,043.50	\$ 63,904.80	\$ 65,821.94	\$ 67,796.60	\$ 69,830.50

WIDEBODY & NARROWBODY - FIRST OFFICER						
	84 Months	96 Months	108 Months	120 Months	132 Months	144 Months
4/2015	\$ 411.42	\$ 423.76				
	\$ 5,759.91	\$ 5,932.71				
	\$ 69,118.91	\$ 71,192.48				
4/2016	\$ 415.54	\$ 428.00	\$ 440.84			
	\$ 5,817.51	\$ 5,992.03	\$ 6,171.79			
	\$ 69,810.10	\$ 71,904.40	\$ 74,061.54			
4/2017	\$ 419.69	\$ 432.28	\$ 445.25	\$ 458.61		
	\$ 5,875.68	\$ 6,051.95	\$ 6,233.51	\$ 6,420.52		
	\$ 70,508.20	\$ 72,623.45	\$ 74,802.15	\$ 77,046.22		
4/2018	\$ 423.89	\$ 436.61	\$ 449.70	\$ 463.19	\$ 477.09	
	\$ 5,934.44	\$ 6,112.47	\$ 6,295.85	\$ 6,484.72	\$ 6,679.26	
	\$ 71,213.28	\$ 73,349.68	\$ 75,550.17	\$ 77,816.68	\$ 80,151.18	
4/2019	\$ 428.13	\$ 440.97	\$ 454.20	\$ 467.83	\$ 481.86	\$ 496.32
	\$ 5,993.78	\$ 6,173.60	\$ 6,358.81	\$ 6,549.57	\$ 6,746.06	\$ 6,948.44
	\$ 71,925.42	\$ 74,083.18	\$ 76,305.67	\$ 78,594.84	\$ 80,952.69	\$ 83,381.27



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WIDEBODY & NARROWBODY - SECOND OFFICER								
	Entry	12 Months	24 Months	36 Months	48 Months	60 Months	72 Months	84 Month
4/2015	\$ 226.19	\$ 232.98	\$ 239.97	\$ 247.16	\$ 254.58	\$ 262.22	\$ 270.08	\$ 278.19
	\$ 3,166.67	\$ 3,261.67	\$ 3,359.52	\$ 3,460.30	\$ 3,564.11	\$ 3,671.03	\$ 3,781.17	\$ 3,894.60
	\$ 38,000.00	\$ 39,140.00	\$ 40,314.20	\$ 41,523.63	\$ 42,769.33	\$ 44,052.41	\$ 45,373.99	\$ 46,735.21
4/2016	\$ 228.45	\$ 235.31	\$ 242.37	\$ 249.64	\$ 257.13	\$ 264.84	\$ 272.78	\$ 280.97
	\$ 3,198.33	\$ 3,294.28	\$ 3,393.11	\$ 3,494.91	\$ 3,599.75	\$ 3,707.74	\$ 3,818.98	\$ 3,933.55
	\$ 38,380.00	\$ 39,531.40	\$ 40,717.34	\$ 41,938.86	\$ 43,197.03	\$ 44,492.94	\$ 45,827.73	\$ 47,202.56
4/2017	\$ 230.74	\$ 237.66	\$ 244.79	\$ 252.13	\$ 259.70	\$ 267.49	\$ 275.51	\$ 283.78
	\$ 3,230.32	\$ 3,327.23	\$ 3,427.04	\$ 3,529.85	\$ 3,635.75	\$ 3,744.82	\$ 3,857.17	\$ 3,972.88
	\$ 38,763.80	\$ 39,926.71	\$ 41,124.52	\$ 42,358.25	\$ 43,629.00	\$ 44,937.87	\$ 46,286.00	\$ 47,674.58
4/2018	\$ 233.04	\$ 240.04	\$ 247.24	\$ 254.65	\$ 262.29	\$ 270.16	\$ 278.27	\$ 286.62
	\$ 3,262.62	\$ 3,360.50	\$ 3,461.31	\$ 3,565.15	\$ 3,672.11	\$ 3,782.27	\$ 3,895.74	\$ 4,012.61
	\$ 39,151.44	\$ 40,325.98	\$ 41,535.76	\$ 42,781.83	\$ 44,065.29	\$ 45,387.25	\$ 46,748.86	\$ 48,151.33
4/2019	\$ 235.37	\$ 242.44	\$ 249.71	\$ 257.20	\$ 264.92	\$ 272.86	\$ 281.05	\$ 289.48
	\$ 3,295.25	\$ 3,394.10	\$ 3,495.93	\$ 3,600.80	\$ 3,708.83	\$ 3,820.09	\$ 3,934.70	\$ 4,052.74
	\$ 39,542.95	\$ 40,729.24	\$ 41,951.12	\$ 43,209.65	\$ 44,505.94	\$ 45,841.12	\$ 47,216.35	\$ 48,632.84



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TURBOPROP & SMALL JET - CAPTAIN										
	Entry	12 Months	24 Months	36 Months	48 Months	60 Months	72 Months	84 Months	96 months	108 Months
4/2015	\$ 416.67	\$ 429.17	\$ 442.04	\$ 455.30	\$ 468.96	\$ 483.03	\$ 497.52	\$ 512.45	\$ 527.82	
	\$ 5,833.33	\$ 6,008.33	\$ 6,188.58	\$ 6,374.24	\$ 6,565.47	\$ 6,762.43	\$ 6,965.31	\$ 7,174.26	\$ 7,389.49	
	\$ 70,000.00	\$ 72,100.00	\$ 74,263.00	\$ 76,490.89	\$ 78,785.62	\$ 81,149.19	\$ 83,583.66	\$ 86,091.17	\$ 88,673.91	
4/2016	\$ 420.83	\$ 433.46	\$ 446.46	\$ 459.86	\$ 473.65	\$ 487.86	\$ 502.50	\$ 517.57	\$ 533.10	\$ 549.09
	\$ 5,891.67	\$ 6,068.42	\$ 6,250.47	\$ 6,437.98	\$ 6,631.12	\$ 6,830.06	\$ 7,034.96	\$ 7,246.01	\$ 7,463.39	\$ 7,687.29
	\$ 70,700.00	\$ 72,821.00	\$ 75,005.63	\$ 77,255.80	\$ 79,573.47	\$ 81,960.68	\$ 84,419.50	\$ 86,952.08	\$ 89,560.64	\$ 92,247.46
4/2017	\$ 425.04	\$ 437.79	\$ 450.93	\$ 464.45	\$ 478.39	\$ 492.74	\$ 507.52	\$ 522.75	\$ 538.43	\$ 554.58
	\$ 5,950.58	\$ 6,129.10	\$ 6,312.97	\$ 6,502.36	\$ 6,697.43	\$ 6,898.36	\$ 7,105.31	\$ 7,318.47	\$ 7,538.02	\$ 7,764.16
	\$ 71,407.00	\$ 73,549.21	\$ 75,755.69	\$ 78,028.36	\$ 80,369.21	\$ 82,780.28	\$ 85,263.69	\$ 87,821.60	\$ 90,456.25	\$ 93,169.94
4/2018	\$ 429.29	\$ 442.17	\$ 455.44	\$ 469.10	\$ 483.17	\$ 497.67	\$ 512.60	\$ 527.98	\$ 543.81	\$ 560.13
	\$ 6,010.09	\$ 6,190.39	\$ 6,376.10	\$ 6,567.39	\$ 6,764.41	\$ 6,967.34	\$ 7,176.36	\$ 7,391.65	\$ 7,613.40	\$ 7,841.80
	\$ 72,121.07	\$ 74,284.70	\$ 76,513.24	\$ 78,808.64	\$ 81,172.90	\$ 83,608.09	\$ 86,116.33	\$ 88,699.82	\$ 91,360.81	\$ 94,101.64
4/2019	\$ 433.59	\$ 446.59	\$ 459.99	\$ 473.79	\$ 488.00	\$ 502.64	\$ 517.72	\$ 533.25	\$ 549.25	\$ 565.73
	\$ 6,070.19	\$ 6,252.30	\$ 6,439.86	\$ 6,633.06	\$ 6,832.05	\$ 7,037.01	\$ 7,248.12	\$ 7,465.57	\$ 7,689.54	\$ 7,920.22
	\$ 72,842.28	\$ 75,027.55	\$ 77,278.38	\$ 79,596.73	\$ 81,984.63	\$ 84,444.17	\$ 86,977.49	\$ 89,586.82	\$ 92,274.42	\$ 95,042.65

TURBOPROP & SMALL JET - FIRST OFFICER								
	Entry	12 Months	24 Months	36 Months	48 Months	60 Months	72 Months	84 Months
4/2015	\$ 273.81	\$ 282.02	\$ 290.48	\$ 299.20	\$ 308.18	\$ 317.42	\$ 326.94	\$ 336.75
	\$ 3,833.33	\$ 3,948.33	\$ 4,066.78	\$ 4,188.79	\$ 4,314.45	\$ 4,443.88	\$ 4,577.20	\$ 4,714.52
	\$ 46,000.00	\$ 47,380.00	\$ 48,801.40	\$ 50,265.44	\$ 51,773.41	\$ 53,326.61	\$ 54,926.41	\$ 56,574.20
4/2016	\$ 276.55	\$ 284.84	\$ 293.39	\$ 302.19	\$ 311.26	\$ 320.59	\$ 330.21	\$ 340.12
	\$ 3,871.67	\$ 3,987.82	\$ 4,107.45	\$ 4,230.67	\$ 4,357.59	\$ 4,488.32	\$ 4,622.97	\$ 4,761.66
	\$ 46,460.00	\$ 47,853.80	\$ 49,289.41	\$ 50,768.10	\$ 52,291.14	\$ 53,859.87	\$ 55,475.67	\$ 57,139.94
4/2017	\$ 279.31	\$ 287.69	\$ 296.32	\$ 305.21	\$ 314.37	\$ 323.80	\$ 333.51	\$ 343.52
	\$ 3,910.38	\$ 4,027.69	\$ 4,148.53	\$ 4,272.98	\$ 4,401.17	\$ 4,533.21	\$ 4,669.20	\$ 4,809.28
	\$ 46,924.60	\$ 48,332.34	\$ 49,782.31	\$ 51,275.78	\$ 52,814.05	\$ 54,398.47	\$ 56,030.43	\$ 57,711.34
4/2018	\$ 282.11	\$ 290.57	\$ 299.29	\$ 308.27	\$ 317.51	\$ 327.04	\$ 336.85	\$ 346.96
	\$ 3,949.49	\$ 4,067.97	\$ 4,190.01	\$ 4,315.71	\$ 4,445.18	\$ 4,578.54	\$ 4,715.89	\$ 4,857.37
	\$ 47,393.85	\$ 48,815.66	\$ 50,280.13	\$ 51,788.54	\$ 53,342.19	\$ 54,942.46	\$ 56,590.73	\$ 58,288.45
4/2019	\$ 284.93	\$ 293.48	\$ 302.28	\$ 311.35	\$ 320.69	\$ 330.31	\$ 340.22	\$ 350.42
	\$ 3,988.98	\$ 4,108.65	\$ 4,231.91	\$ 4,358.87	\$ 4,489.63	\$ 4,624.32	\$ 4,763.05	\$ 4,905.94
	\$ 47,867.78	\$ 49,303.82	\$ 50,782.93	\$ 52,306.42	\$ 53,875.61	\$ 55,491.88	\$ 57,156.64	\$ 58,871.34

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SECTION 17

ACCOMMODATION AND TRANSPORTATION

17-1 PROVIDED ACCOMMODATIONS – COSTS

- .01 The cost of all accommodation facilities referenced in this Agreement shall be borne solely by the Company.

17-2 ACCOMMODATIONS - REST PERIODS

- .01 The Company shall provide single occupancy lodging with a minimum rating of at least three (3) stars published by www.hotels.com.
- a. A hotel with a minimum rating of two point five (2.5) stars coupled with a customer rating composing of no less than one hundred (100) customer reviews averaging four point zero (4.0) or better may be substituted, if necessary.
- .02 The following shall be the selection criteria utilized by the Company when selecting suitable lodging:
- a. Clean rooms in good repair with room darkening curtains and private washroom in the hotel room.
- b. An open full service restaurant located within the hotel or located within *one (1)* mile of the hotel.
- c. Transportation to the hotel shall be scheduled to be provided within fifteen (15) minutes from check out.
- d. Non-smoking rooms provided daily for all Pilots.
- e. Layover hotels shall be reasonably free from excessive noise such as freeway noise, major construction within close proximity to the hotel, hotel construction or renovations, elevators, maids' rooms, ice and vending machines.
- f. Operational heating and air conditioning provided for each room.
- g. Rooms furnished with double or larger sized beds.
- h. Rooms with interior hallway entry doors.
- i. Preference shall be given to hotels with both a refrigerator and a microwave in the hotel room or access within the hotel property.
- j. Cable or equivalent television.
- k. At layover hotels where there is no open full service restaurant in the hotel or within one (1) mile, and there is no service to transport Pilots to restaurants, the Company shall reimburse the Pilots for reasonable expenses for transportation to the closest full service restaurant.
- l. High-speed internet at no cost to the Pilot.
- m. Access to exercise / gym facilities at no cost to the Pilot.
- n. In addition to Section 17-01.07 points a. through j., for extended stays beyond forty-eight (48) consecutive hours, where available a kitchenette or similar amenities.
- .08 Once a hotel or a Long Term Stopover facility is selected by the Company and at a later date is found by the Pilots to be unsuitable under Section 17-02.07, after consultation with the KFC MEC Chairman the Company shall have thirty (30) Calendar Days to resolve the problems or relocate to a suitable replacement facility.



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- .09 If a Pilot has a layover at a non-routine destination the Company shall make best efforts to make lodging reservations and provide appropriate transportation arrangements per Section 17-2.02.

17-3 ACCOMMODATION – SHORT TERM STOPOVER

- .01 On any intermediate ground stop over two (2) hours but less six (6) hours the Pilots shall have access to a terminal with restaurants, FBO or similar facility. Where such facility is not available, transportation shall be provided to the nearest location providing the Pilots with access to a climate controlled shelter, food or lounge facilities.

17-4 ACCOMMODATION – LONG TERM STOPOVER

- .01 Stopovers of six (6) consecutive hours or longer are to be considered as Long Term Stopovers. On Long Term Stopovers the Company shall provide a facility which includes the following:
- a. Cable or equivalent television; and,
 - b. Preference shall be given to facilities with both a refrigerator and a microwave; and,
 - e. High-speed internet at no cost to the Pilot; and,
 - f. Washroom facilities; and,
 - h. A quiet room or facility which is climate controlled with:
 - i. Couches; or,
 - ii. Reclining chairs; or,
 - iii. A bed.
- .02 Where a Pilot is scheduled for a **non-routine** Long Term Stopover, the Company shall **make best efforts** to arrange facilities that include those amenities listed in **Section 17-4.01**.
- .03 Where a Pilot lounge or similar facility is impractical, any single room accommodation identified as suitable for a Pilot's Rest Period as per Section 17-2.02 may be utilized as a substitute for the purposes of Section 17-3. for a maximum of three (3) Pilots.

17-5 AVAILABILITY

- .01 A hotel room shall be booked, guaranteed, and available for the Pilot upon his arrival at the registration counter. If the room is not ready or is unacceptable, the Pilot shall inform SOC, which shall resolve the situation or refer the Pilot to an alternate hotel of an equivalent standard, per Section 17-2.02.

17-6 PHONE CALLS

- .01 A Pilot who is away from Home Base, between DP, shall be provided with access to local and toll free calls at the Company's expense.
- .02 The Company may deduct from a Pilot's monthly expenses any incidental charges incurred by the Pilot, not covered in this Agreement.

17-8 TRANSPORTATION

- .01 The Company shall provide a Pilot with transportation between the airport and the Company provided accommodation facility.



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- .02 When required, the Company shall provide transportation to the Pilot so that he can terminate his Pairing at the airport from which he began his Pairing.
- .03 Operators of Company provided transportation identified in this Agreement shall be properly accredited and certified by the appropriate governing transportation agency.
- .04 All air travel for the purposes of this Section shall be on positive space tickets or confirmed Company travel, provided by the Company.
- .05 In the event a Pilot elects to drive his own vehicle rather than utilize Company provided transportation per in Section 17-8.02, or is required to operate his own vehicle to perform his duties on behalf of the Company, he shall be compensated at the Company's currently published mileage rate *plus any tolls*.
- .06 Mileage calculations to be compensated per Section 17.8.05 shall be determined by Google Maps internet service and shall be from the Pilot's Home Base to the Company requested location, unless mutually agreed otherwise by the Company and the Pilot.
- .07 In the event a Pilot elects to provide his own transportation other than that identified in Section 17-8.04 he may elect to receive a dollar value equivalent to one half (1/2) of the air transportation ticket including airfare and all applicable taxes.
- .08 The cost identified in Section 17-8.05 and Section 17-8.08 shall be limited to the value of the Company provided transportation.
- .09 Reimbursements per Section 17-8.05, and Section 17-8.08 shall be paid in Canadian dollars for events occurring within Canada, in Euro's for events within the European Union and in US dollars for events at all other destinations.
- .10 The following criteria shall apply when travelling on Company business using land transportation:
 - a. Train:
 - i. The maximum planned duration shall not be more than four hours thirty (4:30) minutes for seats booked in first class, otherwise the maximum duration shall not exceed sixty (60) minutes, where air transportation is available, unless mutually agreed between the Pilot and the Company
 - b. Road Transportation:
 - i. Maximum of legal licensed occupancy per vehicle for trips of less than thirty five (35) km distance.
 - ii. Maximum of legal licensed occupancy per vehicle minus one (1) for trips of greater than thirty five (35) km distance.
 - iii. Where available vehicles utilized for ground transportation shall have suitable and functioning climate control.
 - iv. The maximum planned duration shall not be more than two hours thirty (2:30) minutes where air or train transportation is available, unless mutually agreed between the Company and the Pilot.

17-9 PARKING

- .01 In the event a Pilot is required to operate his own vehicle to perform Company business, all parking expenses shall be borne by the Company.
- .02 The Company shall supply parking at a Pilot's Home Base, at no cost to the Pilot.
- .03 Where Company parking is provided, the parking facility shall be:
 - a. Properly illuminated; and,
 - b. A reasonable distance from the Company facility, based on the airport's local standards.



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17-10 PER DIEMS

- .01 A Pilot who is away from his Home Base shall be entitled to the per diem calculated per Section 17-10.01 (a). Time intervals shall be calculated from the commencement of the Duty Period at the Pilot's Home Base until the Pilot has been released from Duty at his Home Base. For clarity, a training or test flight that commences from a Pilots Home Base and returns to his Home Base is not eligible for per diems.
- a. Per Diem formula:
- i. Three dollars and fifty cents (\$3.50) per hour to a maximum of sixty two dollars and fifty cents (\$62.50) per twenty four (24) hour period.
- .02 The per diem entitlement calculated per Section 17-10.1 (a) is payable in Canadian dollars for Domestic Flights operated within Canada, in Euro's for European Union destinations, and US dollars for all other destinations.
- .03 Notwithstanding Section 17-10.02, in the event the per diems are not sufficient to cover Pilot crew costs, the Parties shall meet as soon as practicable to review the discrepancy between Section 17-10.01 (a) and actual Pilot costs. Discrepancies that remain unresolved after thirty (30) Calendar Days may be subject to Arbitration per Section 28 ARBITRATION. In no event shall the rates be reduced below those contained in Section 17-10.01 (a)
- .04 For purposes of per diems, a float of five hundred dollars (\$500.00) will be provided by the Company for any Pilots, to be paid back in full upon leaving the Company.

17-11 TRAVEL FEES AND DOCUMENTS

- .01 The Company shall reimburse each Pilot for the cost and renewal of visas, passports, inoculations, and any airport or government charges required for the performance of their duties or incurred for travel on Company business.
- .02 For Pilots hired post ratification (INSERT RATIFICATION DATE) the Company shall reimburse such Pilots for the cost of a passport renewed after the completion of five (5) years of service, if required for the performance of his duties.
- .02 Inoculations to be covered shall be those recommended for travel to the applicable country, as identified by the Center for Disease Control website:

<http://wwwn.cdc.gov/travel/destinationList.aspx>.

17-12 CREW TIME SHEETS AND CREW EXPENSE REPORTS

- .01 Crew Time Sheets and Crew expense reports, with an electronic copy of the appropriate receipts, shall be submitted electronically via e-mail (pilotreports@flightcraft.ca) or direct submission through a software program as directed by the Company. Electronic copy includes PDF scan or picture. Crew expense reports and crew time reports shall be submitted no later than seven (7) days after the end of the applicable reporting period.
- .02 The Pilot shall enter on his crew expense report Company expenses paid for by the Pilot, e.g., per diems, transportation expenses, medical expenses, uniform purchases and maintenance allowances or dry cleaning or any other required expenses paid by the Pilot.
- .03 The Company shall enter on the Pilot's crew expense report the following, and provide a copy of any adjustments to the Pilot for:
- a. Adjustments due to errors in claims; and/or,
- b. Deductions required for purchases made, e.g., headsets, hotel incidentals and uniforms.
- .04 Expenses shall be paid out monthly on the pay period after the Company has received and processed the crew expense report and crew time sheet.



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- .05 The Company shall confirm receipt of Pilots Crew Time Sheets and Crew Expense Reports via email to the email address on file for the Pilot.



SECTION 18

UNIFORMS AND LUGGAGE

18-1 UNIFORMS

- .01 Uniforms shall be maintained and worn according to standards prescribed by the Company.
- .02 The Company shall provide the following initial and replacement uniform articles on the cost basis as detailed in TABLE 18 A:

TABLE 18 A

ITEM	INITIAL QUANTITY	REPLACEMENT QUANTITY	USEFUL LIFE IN YEARS
(a) 100% Company Cost			
Epaulettes, Braid, Badges and Insignias	As required	As required	Replace as worn
Company Spring Jacket	Choice of 1	Choice of 6 every 2 Years	2 Years
Flightcraft Logo Sweater			
Navy Blue Pants			
White aviation Shirts			
Navy Blue Tie	2		
(b) 50 - 50% Shared Cost			
Company Parka	1	1	3 Years

- .03 If the Company introduces any changes to uniform articles identified in TABLE 18 A, or requires that a Pilot wear any additional articles other than those identified in TABLE 18 A, then the Company will pay one hundred (100%) percent of the cost of the initial purchase.
- .04 The selection of shared cost uniform articles shall be made by mutual consent between the Parties.
- .05 The Company shall pay Pilots a monthly allowance of forty two dollars and fifty cents (CAD \$42.50) for maintenance of their uniforms.
- .06 If during the course of his duties, any part of a Pilot's uniform becomes damaged or destroyed due to a specific incident; the Company shall replace or repair the damaged or destroyed article at the Company's expense. This is not meant to cover normal wear and tear of clothing articles.

18-2 LUGGAGE

- .01 The Company shall reimburse fifty (50) percent of the receipted cost of luggage up to a maximum of sixty dollars (\$60.00) in a thirty six (36) Calendar Month period.
- .02 Effective April 01, 2015 all pilots upon presentation of a receipt shall be reimbursed as per Section 18-2.01 regardless of when the last purchase was made.
- .03 If during the course of his duties, a Pilot's overnight suitcase is damaged the Company shall reimburse him for any repair costs not wholly covered by the host airline upon presentation of the appropriate receipts and host airline documentation.
- .04 If during the course of his duties, a Pilot's overnight suitcase is lost for a period in excess of seven (7) Calendar Days; he shall be entitled to replace it per Section 18-2.01. The Company shall reimburse on a cost share basis



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- of fifty percent (50%), regardless of the useful life remaining, for any costs not covered by the host airline upon presentation of the appropriate receipts and host airline documentation.
- .05 If during the course of his duties, a Pilot's overnight suitcase is stolen, or is lost for more than twelve (12) hours by the Company, or one of its agents acting on behalf of the Company, the Company shall pay him a daily compensation of fifty dollars (\$50.00) for each Calendar Day that he is away from his Base.
 - .06 The maximum compensation per Section 18-2.05 shall be one hundred and fifty dollars (\$150.00) dollars per event, less any costs covered by a host airline, upon presentation of the host airline documentation.
 - .07 The reimbursements per Section 18-2.05 shall be paid in US funds during a Layover on Domestic Flight's outside of Canada.
 - .08 The reimbursements per Section 18-2.05 shall be paid in Euros during a Stopover or Layover in the European Union.
 - .09 The reimbursements per Section 18-2.05 shall be paid in US funds during a Stopover or Layover on an International Flight to a country outside the European Union.
 - .10 For a Pilot to be eligible for the compensation per Section 18-2.05, the Pilot shall submit to the Company a copy of the missing baggage report from the air carrier involved or the OIR if on Company aircraft, and receipts for any funds reimbursed from the host carrier.



SECTION 19

MEDICAL EXAMINATIONS

19-1 TRANSPORT CANADA REQUIRED MEDICAL EXAMINATIONS

- .01 The medical requirements to be met by a Pilot during his employment may not be more severe than those required by TC, and shall take into account the CAME flexibility accorded by that body.
- .02 A Pilot shall be responsible for ensuring the renewal of his MC by undergoing any periodic medical examinations required for that purpose by the CAR.
- .03 The choice of the CAME shall be at the sole discretion of the Pilot.

19-2 COMPANY REQUIRED MEDICAL EXAMINATIONS

- .01 Should the Company have reason to believe that a Pilot may be unfit to carry out his duties for health reasons, the Company may ask him to undergo an aviation medical examination.
- .02 Any Pilot requested by the Company to undergo an aviation medical examination per Section 19-2.01 shall be notified in writing as to the reasons of the Company request. The MEC Chairman shall be copied in writing within twenty four (24) hours.
- .03 A Pilot requested to undergo an aviation medical examination per Section 19-2.01 shall arrange an aviation medical exam with the CAME of his choice and present the CAME with the notice per Section 19-2.02.
- .04 The Pilot shall present the notification per Section 19-2.02, signed by the CAME and his renewed MC before resuming his duties.
- .05 If the Company removes a Pilot from service for suspected medical reasons, the Pilot shall:
 - a. Continue to draw his salary per Section 16 RATES OF PAY, until he is either returned to service or deemed unfit by the CAME; and,
 - b. Be credited for any Pairings he was originally scheduled for; and,
 - c. Shall continue to be entitled to all Company Benefits per Section 20 BENEFITS.
- .06 If it is determined by the CAME that the Pilot is unfit to hold his MC, he shall be deemed to be disabled from the date the medical report was issued.

19-3 FEES

- .01 The costs of all medical licensing fees, inoculations, tests, and other medical expenses incurred by a Pilot to maintain his MC shall be borne by the Company.
- .02 The costs of all medical examinations stipulated in this Section shall be paid as follows:
 - a. If the medical examiner's name appears on the list of medical examiners published by the Company, the cost of such examinations shall be billed directly to the Company; or,
 - b. The Pilot shall pay the examination costs and submit such expenses to the Company for full reimbursement.
 - C. The maximum re-imbursement for a medical examination shall be limited to a maximum of two hundred Canadian dollars (\$200.00) per medical, based on TC timelines for renewal. This limit does not apply to additional testing that may be periodically required.



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19-4 RECORDS

- .01 The Company shall not request or have access to the details of any medical report stipulated in this Section.

19-5 ALCOHOL AND DRUG TESTING

- .01 The Company shall not conduct drug or alcohol testing except for cause, the sole exception being any regulatory requirement imposed by a governing body.



SECTION 20

20-1 COMPANY GROUP INSURANCE PROGRAM

- .01 Each Pilot shall be covered by the Company's standard group insurance program [\(hyperlink\)](#) effective as of the date of this Agreement.
- .02 The group insurance program shall include:
- a. Basic and Optional Accidental Death and Dismemberment; and,
 - b. Basic and Optional Life Insurance; and,
 - c. Dependent Life Insurance; and;
 - d. Critical Illness Insurance and Best Doctors; and,
 - e. Short Term (STD) and Long Term (LTD) Disability Insurance; and,
 - f. Extended Health Care including Vision Care; and
 - g. Dental; and,
 - h. Health Spending Account (HSA); and,
 - i. Employment Family Assistance Program (EFAP); and,
 - j. Medical Services Plan for British Columbia (BCMSP) residents.
- .03 The Company shall deduct from the Pilot's regular payroll one hundred percent (100%) of the premiums for the following group insurance plans;
- a. STD; and,
 - b. LTD; and,
 - c. Life Insurance (both basic and voluntary, for the Pilot and his spouse and dependents); and,
 - d. Optional AD&D Insurance.
- .02 The Company shall be responsible for payment of one hundred percent (100%) of the premiums, or premium-equivalents, if self-insured, for all of the insurance policies and plans per Section 20-1.01, except for the plans and policies identified per Section 20-2.01.
- .03 The Company shall inform the MEC Chairman and Pilots of any anticipated change in the terms, premiums, conditions, or carriers of the policies and plans as soon as practicable.
- .04 The group insurance plan shall match or exceed the general employee plans.

20-4 GROUP RETIREMENT PLAN

- .01 Each Pilot shall be eligible to participate in the Company's standard group retirement program [\(hyperlink\)](#) effective as of the date of this Agreement.
- .02 The retirement program shall include:
- a. Matching group retirement plan (RPP); and,



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- b. Voluntary pension plan (RPP); and,
- c. Registered retirement savings plan (RRSP); and,
- d. Spousal registered retirement savings plan (RRSP).
- .08 The group retirement savings plans shall match or exceed the general employee plans.
- .02 The Company shall inform the MEC Chairman and Pilots of any anticipated change in the terms and conditions or carrier of the Group Retirement Plan.

20-5 RETIREMENT AGE

- .01 The normal retirement age for Pilots will be age sixty five (65).



SECTION 21

LEAVES

21-1 REQUEST FOR A LEAVE OF ABSENCE

- .01 All requests for a LOA, with the exception of sickness or injury, must be in writing and submitted to the Chief Pilot
- .02 All written LOA requests (as per .01 above) submitted to the Chief Pilot shall clearly specify and include the following information:
 - a. The reason for the LOA; and,
 - b. The commencement date of the LOA; and,
 - c. The duration of the LOA with an anticipated date of return to the service of the Company; and,
 - d. All Contact Information for the Pilot for the duration of his LOA; and,
 - e. An alternate contact individual with all Contact Information per Section 21-1.02(d); and,
 - f. Confirmation that the Pilot wishes to have his SBF remain active throughout the duration of his LOA.
- .03 The Company will review and respond to a written LOA request in writing within fourteen (14) Calendar Days.
- .04 All approved requests for LOA shall be forwarded to the MEC Chairman within seven (7) Calendar Days.
- .05 Any changes to the information contained per Section 21-1.02 must be conveyed to the CP by the Pilot or his alternate contact as soon as practicable.

21-2 BIDDING WHILE ON A LOA

- .01 A Pilot on a LOA may exercise his bidding rights per Section 11 FILLING OF ASSIGNMENTS, by means of his SBF.
- .02 A Pilot on a LOA, exercising his bidding rights per Section 11 FILLING OF ASSIGNMENTS, must contact the Chief Pilot to reconfirm his standing bid with respect to each PVB.
- .03 If a Position is awarded to a Pilot who is on a LOA, he must return from his LOA by the Training Date or Reporting Date, as applicable.

21-3 SENIORITY WHILE ON A LOA

- .01 A Pilot on a LOA shall continue to accrue Seniority and Vacation Entitlements.



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21-4 BENEFITS WHILE ON A LOA

- .01 A Pilot who is on a LOA may elect to maintain the Benefits covered by the Company Group Insurance Program per the individual Leaves as specified in Section 21 LEAVES.
- .02 The total cost for the Benefits per Section 21-4.01 must be prepaid prior to leaving, either for the duration of the LOA, or in one (1) month blocks, whichever is the lesser.
- .03 A Pilot on a LOA shall remain eligible for Company only flight benefits.

21-5 PILOT RETURNING FROM A LOA

- .01 A Pilot returning from a LOA shall return to his previous Position providing his Seniority and minimum qualifications entitle him to hold the Position. In the event they do not allow him to hold his previous Position, he may displace a junior Pilot per Section 12 REDUCTIONS, LAYOFFS AND RECALLS provided he has the necessary minimum qualifications for that Position.
- .02 A Pilot may return from a LOA prior to the expiration of his LOA, with four (4) weeks written notice to the Chief Pilot.
- .03 FAILURE TO RETURN ON THE APPROVED REPORTING DATE OR TRAINING DATE AS APPLICABLE, PER SECTION 21-2.03 MAY RESULT IN THE PILOT BEING RELEASED FROM HIS EMPLOYMENT WITH THE COMPANY.

21-6 BEREAVEMENT LEAVE

- .01 Within the fourteen (14) Calendar Days following a death in his Immediate Family, a Pilot shall be entitled to Bereavement Leave of up to seven (7) Calendar Days duration.
- .02 The Pilot shall be credited for the first three (3) CD for which he was scheduled to work, provided he has completed three (3) months of continuous employment.
- .03 Additional leave without pay may be granted at the request of the Pilot, subject to the operational requirements of Company.

21-7 COMPASSIONATE CARE LEAVE

- .01 A Pilot is entitled to, and shall be granted, a Compassionate Care Leave for up to eight (8) weeks to provide care or support to a member of his Immediate Family as per the *Canada Labour Code* (CLC) .
- .02 The member of his Immediate Family must have a serious medical condition with significant risk of death within twenty six (26) weeks of a medical certificate being issued by a certified medical practitioner. If the leave commenced before the medical certificate was issued, the leave will commence the Day the Pilot went on leave.
- .04 The Company shall repatriate, with a minimum of delay and at its cost, any Pilot who is on duty when a spouse, child, father, mother sister, brother or in-law suffers a serious accident or dies.
- .05 The Company shall continue to cover one hundred percent (100%) of the cost of the Company paid Benefits for the duration of the leave, provided the Pilot continues to pay their portion of Benefit costs. Where the Pilot makes his Pension contributions, matching Company Pension contributions, shall continue for the duration of the leave.
- .06 Vacation pay, SDC and YOS do not accrue during the Leave.



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21-8 PARENTAL LEAVE

- .01 A Pilot who has been employed with the Company continuously for at least six (6) months and who is or shall be responsible for the care and custody of a child shall be entitled to unpaid leave of up to thirty seven (37) weeks during the fifty two (52) weeks that follow the date on which the child is born or given into his custody as per the CLC.
- .02 A Pilot who intends to take Parental Leave shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so. Such written notice shall specify the length of the leave.
- .03 A maximum of fifty two (52) weeks may be taken when combining Maternity and Parental Leave.
- .05 The Company shall continue to cover one hundred percent (100%) of the cost of the Company paid Benefits for the duration of the leave, provided the Pilot continues to pay their portion of Benefit costs. Where the Pilot makes his Pension contributions, matching Company Pension contributions, shall continue for the duration of the leave.
- .05 **Vacation pay, SDC, and YOS do not accrue during the Leave.**

21-9 MATERNITY LEAVE

- .01 A Pilot who of has been employed with the Company continuously for at least six (6) months and who provides her employer with a certificate from a qualified medical practitioner certifying that she is pregnant is entitled to and shall be granted a Maternity Leave of up to seventeen (17) weeks, as per the CLC.
- .02 The terms of such Maternity Leave may begin not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.
- .03 A Pilot who intends to take Maternity Leave shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so. Such written notice shall specify the length of the Maternity Leave.
- .05 The Company shall continue to cover one hundred percent (100%) of the cost of the Company paid Benefits for the duration of the leave, provided the Pilot continues to pay their portion of Benefit costs. Where the Pilot makes his Pension contributions, matching Company Pension contributions, shall continue for the duration of the leave.
- .05 **Vacation pay, SDC and YOS do not accrue during the Leave.**

21-10 LEAVE TO ATTEND COURT

- .01 A Pilot who is called as a juror or summoned as a witness in a case in which he is not a party, or in which he has no vested interest in the proceedings, is entitled to and shall be granted a Leave To Attend Court.
- .02 The Company shall continue to cover one hundred percent (100%) of the cost of the Company paid Benefits provided the employee continues to pay their portion of Benefit costs, for the duration of the leave.
- .03 Vacation pay, pension contributions, **SDC**, and YOS do not accrue during the Leave.

21-11 MILITARY LEAVE

- .01 A Pilot who of has been employed with the Company continuously for at least six (6) months and who is volunteering or ordered to military service shall be entitled to unpaid leave.



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- .02 A Pilot who intends to take Military Leave shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so. Such written notice shall specify the length of the Military Leave.
- .03 The Company shall continue to cover one hundred (100%) percent of the cost of the Company paid Benefits provided the employee continues to pay their portion of Benefit costs. Pension Benefits where matched by the Pilot, shall continue for up to twelve (12) weeks of the Military Leave.
- .04 Vacation pay, SDC and YOS do not accrue during the Leave.
- .06 YOS shall not accrue for the duration of a Military Leave, except in the case of a Pilot ordered to military service.

21-12 LEAVE TO MITIGATE PILOT REDUCTIONS

- .01 In the event of Pilot layoffs, a Pilot may accept a LMPR.
- .02 A Pilot accepting a LMPR may refuse recalls per Section 12 REDUCTIONS, LAYOFFS AND RECALLS, even where he is the most junior Pilot, until such time as he is recalled to his previous Position.
- .03 A Pilot who is on a LMPR may elect to maintain the Benefits per SECTION 20 BENEFITS, by paying one hundred percent (100%) of such costs.
- .04 The total cost for the Benefits per Section 21-12.03 must be prepaid prior to leaving, either for the duration of the LMPR, or in one (1) Month blocks, whichever is the lesser.
- .05 Vacation pay, pension contributions, SDC, and YOS do not accrue during a LMPR.

21-13 DISABILITY LEAVE

- .01 A Pilot in receipt of STD or LTD shall be considered on Disability Leave.
- .02 A Pilot on Disability Leave is required to pay their portion of Benefits costs until waived by the LTD insurer.
- .03 Matching pension contributions by the Company shall continue for a maximum period of **seventeen (17)** weeks following the date of disability, provided the Pilot elects to make his contributions.
- .04 SDC, YOS and vacation pay do not accrue during the Leave.
- .06 A Pilot on Disability Leave is required to stay in contact with the Company every two (2) weeks, via email to Human Resources, while on STD and monthly while on LTD until he has completed the own occupation review, unless waived by the Company.

21-14 CRITICAL ILLNESS (CHILD) LEAVE

- .01 A Pilot is entitled to, and shall be granted, a Critical Illness (Child) leave for up to thirty seven (37) weeks to provide care or support to a child as defined by his Immediate Family as per the Canada Labour Code (CLC).
- .02 A Pilot is entitled to such leave if a child has a critical medical condition which requires the care or support of one (1) or more of their parents and is supported by medical certificate being issued by a certified medical practitioner. If the leave commences before the medical certificate was issued, the leave will be deemed to have commenced the Day the Pilot went on leave per the CLC.
- .03 The Company shall continue to cover one hundred percent (100%) of the cost of the Company paid Benefits for the duration of the leave, provided the Pilot continues to pay their portion of Benefit costs. Where the Pilot



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makes his Pension contributions, matching Company Pension contributions, shall continue for the duration of the leave.

.04 Vacation pay, SDC and YOS do not accrue during the Leave.

.05 Section 21-14 TITLE shall only apply to those employees who have completed six (6) months of continuous employment.

21-15 LEAVE RELATED TO DEATH OR DISAPPEARANCE OF CHILD AS A RESULT OF A CRIME

.01 A Pilot is entitled to, and shall be granted, a Leave related to the death of a child as defined by his Immediate Family as per the Canada Labour Code (CLC), leave for up to one hundred and four (104) weeks.

.02 A Pilot is entitled to, and shall be granted, a Leave related to the disappearance of a child as defined by his Immediate Family as per the Canada Labour Code (CLC) leave for up to fifty two (52) weeks.

.03 Section 21-15.01 and Section 21-15.02 shall only apply if it is probable, considering the circumstances, that the death or disappearance of the child is a result of a crime.

.03 The Company shall continue to cover one hundred percent (100%) of the cost of the Company paid Benefits for the duration of the leave, provided the Pilot continues to pay their portion of Benefit costs. Where the Pilot makes his Pension contributions, matching Company Pension contributions, shall continue for the duration of the leave.

.04 Vacation pay, SDC and YOS do not accrue during the Leave.

.05 Section 21-15 TITLE shall only apply to those employees who have completed six (6) months of continuous employment.

21-14 PERSONAL LEAVE

.01 A Pilot on a leave for reasons not otherwise identified in this Section, e.g. education or travel, shall be considered to be on a Personal Leave.

.02 All requests for a Personal Leave should be in writing and submitted to the Chief Pilot at least sixty (60) Calendar Days in advance of the requested leave date.

.03 Vacation pay, pension plan, SDC, and YOS do not accrue during the Leave.

.04 A Pilot who is on a Personal Leave may elect to maintain Benefits per SECTION 20 BENEFITS, by paying one hundred percent (100%) of such costs.

04 The total cost for the Benefits identified in Section 21-14.03 shall be prepaid prior to leaving, either for the duration of the Personal Leave, or in one (1) Month blocks, whichever is the lesser.

21-15 SICK LEAVE - PILOT ACTION

.01 A Pilot who has to absent himself from work for illness shall inform Crew Scheduling as soon as practicable. The Pilot is then considered to be on Sick Leave until he informs Crew Scheduling that he is fit for duty.

.02 When booking off sick, a Pilot is required to advise the Company that he is unfit for duty and when he expects to be fit to return for duty. For clarity, the Pilot is not required to divulge any further details beyond his inability to report for duty and his anticipated return to work date.

.03 A Pilot's Sick Leave shall end when he has advised Crew Scheduling that he is fit to return to duty.



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- .04 When a Pilot has been on Sick Leave and subsequently advises Crew Scheduling that he is fit to return to duty, he will be returned to his assigned duties as soon as practicable.

21-16 SICK LEAVE DAYS - ELIGIBILITY AND ENTITLEMENT

- .01 All Pilots are entitled to Sick Leave Days.
- .02 Sick Leave Days are intended to cover incidental occasional absenteeism due to illness, and illness during the STD waiting period.
- .03 A Pilot who has completed twelve (12) months of employment with the Company shall be credited with one (1) SDC each Calendar Month, or portion thereof.
- .04 A Pilot, prior to completing twelve (12) months of service with the Company shall be credited with one (1) SDC for each two (2) Calendar Months, or portion thereof.
- .05 A Pilot may accrue a maximum of twelve (12) SDC.
- .06 A Pilot shall retain any unused SDC during any leave or layoff, for use after returning from the leave or layoff.

21-17 SICK LEAVE DAYS – APPLICATION

- .01 A Pilot using Sick Leave Days will be compensated with the number of SDC equal to the number of CD he would have received on days where such Pilot was scheduled to work but was unfit for duty, provided he submits the required documentation, per Section 21-18.01.
- .02 When a Pilot advises the Company that he is unfit to report for a scheduled Pairing, per Section 21-15.01, one (1) SDC will be deducted from his total remaining SDC, for each CD of his scheduled Pairing, until such time as he advises the Company that he is fit to return to duty.
- .03 If a Pilot is drafted and subsequently becomes ill or is injured and is unfit to perform the Pairing for which he was drafted, no SDC will be deducted from the Pilot, nor will the Pilot receive a SDC for that day.

21-18 DOCTOR'S VISIT

- .01 A Doctor's note is required for any illness of more than two (2) days. The Doctor's note shall include confirmation of the Doctor's visit and inability to attend work.
- .02 The Pilot shall provide the required Doctor's note per Section 21-18.01, upon his return to work.
- .03 The Pilot shall make best efforts to avoid any costs for obtaining such note, as the Parties agree that the required Doctor's note should be included as part of the examination.
- .04 Notwithstanding Section 21-18.03, the Company shall be responsible for one hundred (100) percent of the cost associated with any Doctor's fees to provide the Doctor's note.
- .05 A PILOT SUBMITTING A CHARGE FOR A DOCTOR'S NOTE PER SECTION 21-18.04, WITH THE APPROPRIATE RECEIPTS, SHALL BE REIMBURSED ON HIS NORMAL EXPENSE CLAIM PER SECTION 16-05.03.

21-19 OCCUPATIONAL INJURY OR ILLNESS

- .01 A Pilot who becomes ill or injured during any duty shall file a WSIB or WCB claim for the cost of medical treatment and lost wages.
- .02 If a Pilot becomes ill or injured during any duty and is unable to continue working, the Pilot shall be returned by the Company to his Home Base, unless restricted from travel by a medical practitioner. In the instance where the Pilot's Home Base is not his Domicile he shall be returned to his Domicile by the Company if no extra cost is incurred.



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- .03 The Company shall, after fifteen (15) Calendar Days, advance a Pilot the monies owing to him per the WSIB or WCB claim, while his claim is being processed, if the claim has not been approved. Any advance shall be repaid to the Company upon receipt of WSIB, WCB or STD benefits, or in the case of a denial of benefits, the advance shall be deducted from his accrued vacation pay. Advances will be limited to a single pay period.
- .04 In the event the Company anticipates conducting International Flights or Overseas Flights requiring Pilots to be Based or to Layover in excess of three (3) Calendar Days in a foreign country, the Parties shall discuss and, where required, make the appropriate changes per Section 21-19.
- .05 Vacation pay and SDC do not accrue for the duration of a leave per Section 21-19.
- .06 YOS shall accrue for the duration of a leave per Section 21-19.
- .07 Pension benefits, where matched by the Pilot, shall continue for the duration of the leave per Section 21-19.
- .08 In the event a Pilot is on leave per Section 21-19, his Training Agreement, Status Freeze and Type Freeze, as applicable, shall be reduced for the duration of his leave.
- .09 The Company shall continue to cover one hundred (100) percent of the cost of the Company paid Benefits during a leave per Section 21-19, provided the Pilot continues to pay his portion of the Benefit costs



SECTION 22

VACATION AND STATUTORY HOLIDAYS

22-1 VACATION PAY AND CARRYOVER

- .01 Vacation pay is accrued in the current Calendar Year and shall be applied in the subsequent Calendar Year.
- .02 Neither Vacation Entitlements, nor vacation pay, may be carried over into the next following Calendar Year without Company approval.

22-2 VACATION ENTITLEMENTS

- .01 A Pilot's annual vacation entitlements shall be determined per TABLE 22 A.

TABLE 22 A

LENGTH OF SERVICE WITH THE COMPANY	VACATION DAYS
LESS THAN 1 YEAR	PRORATED, BASED ON 14 VACATION DAYS IN A CALENDAR YEAR
1 YEAR UP TO 5 YEARS	14
6 YEARS UP TO 10 YEARS	22
11 YEARS UP TO 15 YEARS	28
16 YEARS AND MORE	36

- .02 Pilots shall be credited one half (1/2) CD for each vacation day per Section 16 RATES OF PAY.
- .03 In a Pilot's year of hire, he shall earn Vacation Entitlement for the subsequent Calendar Year, prorated based on his date of hire.
- .04 In determining Vacation Entitlement, a Pilot's length of service with the Company shall be considered to be the total elapsed time from his date of hire to January 01 of the following Calendar Year, less any period of a LOA during which a Pilot was ineligible for accrual of Vacation Entitlement.
- .05 In the case of a Pilot who leaves the employ of the Company, any accrued vacation pay will be paid out.

22-3 VACATION BIDDING AND POSTING

- .01 Daily vacation availability shall be determined by the Company based on operating requirements.
- .02 The daily vacation availability determined per Section 22-3.01 shall be made available to the MEC Chairman at the Kelowna office, at his request.
- .03 The Company shall post a vacation bid at each Base, on or before the first (1st) of October of each Calendar Year.



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- .04 The vacation bid package shall indicate vacation periods anticipated to be available, anticipated individual Pilot Training Periods and Black Out Days for the following Calendar Year.
- .05 The vacation bid shall include a means for a Pilot to indicate his preference for:
- Bidding annual vacation blocks; and/or,
 - Holding vacation days for monthly vacation bidding; and/or,
 - Declining vacation and electing for payout at the end of the Calendar Year.
- .06 Pilots may bid electronically or by fax, and his vacation bid shall not be considered accepted until the Pilot receives confirmation of receipt of his bid from the Chief Pilot, or the individual indicated on the vacation bid as being responsible for accepting such bids.
- .07 The vacation bid shall remain posted until it closes at 12:00 pm PST on the first (1st) business day following the first (1st) of November of each Calendar Year.

22-4 ANNUAL VACATION AWARDS

- .01 A Pilot shall be entitled to be awarded a number of Vacation Blocks per TABLE 22 B.

TABLE 22 B

Length of Service with the Company	Entitled Vacation Blocks
Less than 1 year	1 block
1 year up to 5 years	2 blocks
6 years up to 10 years	3 blocks
11 years up to 15 years	4 blocks
16 years and up	5 blocks

- .02 A Pilot shall be awarded such Vacation Blocks in accordance with Seniority.
- .03 Vacation Block requests in excess of those indicated above will be awarded in order of Seniority only after every Pilot has been awarded his entitled Vacation Blocks. Such awards will not exceed two (2) additional Vacation Blocks per Pilot.
- .05 The Company shall post on the Company website, a vacation schedule by Status and Type, on the first (1st) business day following the thirtieth (30th) of November of each Calendar Year

22-5 MONTHLY VACATION AWARDS

- .01 A Pilot who elects to hold vacation days for monthly vacation bidding per Section 22-3.05(b), or does not bid any or all of his Vacation Entitlements, or is not awarded his vacation bid, may bid any of his remaining vacation days on his PBF.
- .02 Vacation Entitlements bid per Section 22-5.01 shall be awarded per Section 15 SCHEDULING RULES.
- .03 Where the Company is unable to award a Pilot's vacation bid, per Section 22-5.01, such days may:
- Be re-bid by the Pilot in a subsequent Month; or,
 - Be assigned by the Company on the monthly schedule award per Section 15-16 MONTHLY



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SCHEDULE AWARD; or,

- c. Be paid out at the end of the Calendar Year.

22-6 DECLINED VACATION

- .01 A Pilot who elects to decline his Vacation Entitlements shall be paid out at the end of the Calendar Year.
- .02 Notwithstanding Section 22-6.01, should there be unassigned CD under the quarterly averaging, the Company may assign declined vacation days in that Quarter.

22-7 VACATION - APPLICATION

- .01 Where a Vacation Block is awarded to a Pilot, it will begin no earlier than the first Calendar Day free of duty.
- .02 A Pilot shall be paid out at the end of the Calendar Year for unused vacation unless a carry forward has been approved, per Section 22-1.02.
- .03 A Pilot's minimum Days Off shall be calculated by the following formula:

Minimum Days Off =

$$10 \times (30 - \text{Vacation Days Awarded}) / 30$$

22-8 CHANGES TO ANNUAL VACATION

- .01 The Company will make every reasonable effort to avoid changing a Pilot's awarded vacation.
- .02 Where the Company changes a Pilot's awarded vacation per Section 22-4.04, the Pilot shall make every reasonable effort to mitigate any costs related to the loss of pre-paid expenses. The Company shall reimburse the Pilot, upon receipts produced, for any cancellation costs.
- .03 Where a Pilot's vacation has been changed per Section 22-8.02, the Pilot shall have the option of either:
- a. Being credited for the changed vacation in the Month during which the vacation was originally scheduled; or,
 - b. Selecting any alternate dates provided such dates do not cause a change to another Pilot's awarded vacation, or result in any Pilot not receiving his minimum days off per Calendar Month per Section 22-7.03.
- .04 Sections 22-8.01, Section 22-8.02 and Section 22-8.03 shall not apply in the event a Pilot's awarded vacation is changed due to his being awarded a new Position.
- .05 Pilots may submit a vacation re-assignment preference bid at any time following the initial vacation award.
- .06 In the event that additional vacation periods become available, such vacation periods shall be awarded:
- a. First, to Pilots who have lost awarded vacation assignments, in order of seniority;
 - b. Next, to Pilots who have submitted a vacation re-assignment preference bid, in order of Seniority.

22-9 STATUTORY HOLIDAYS

- .01 The following days are recognized as Statutory Holidays per TABLE 22 C:

TABLE 22 C



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

.02 Pilots are not entitled to earn SHC during the first thirty (30) Calendar Days of employment.



SECTION 23

PERIL

23-1 PERIL

- .01 No Pilot will be forced by the Company to operate into any area excluded from coverage under the Company's Standard Insurance Policy or War Risk Insurance Policy.
- .02 A Pilot, who during a Pairing or while outside of Canada on Company business, is reported or deemed to be in Peril, shall be compensated by the Company for:
 - a. One hundred (100) percent of his normal monthly salary for his current Equipment Assignment; and,
 - b. All costs associated with maintaining the Pilot's Health Benefits to his family, e.g.; MSP, Extended Health, Dental, EFAP, Life Insurance, AD&D and Dependent Life.
- .03 The compensation stipulated per Section 23-1.02 shall be maintained by the Company until the Pilot is able to resume work, his death is established in fact or his death is reasonably presumed to have occurred, or one (1) year has passed from the date the pilot is deemed to be in Peril, with no contact or evidence of being alive, whichever occurs first.
- .04 With reasonable presumption of death the Company shall apply to have Benefits provided per Section 20 BENEFITS, paid to the Pilot's designated beneficiaries.
- .05 As an alternative to paying wages per Section 23-1.02, the Company may pay the difference between the amount of such salary and the amount of any compensation provided by other parties with respect to persons in Peril.
- .06 Compensation shall be credited to the Pilot and disbursed by the Company in accordance with his written directions, .
- .07 The Company shall request from each Pilot written directions on the form as outlined per APPENDIX 23 A BENEFIT ASSIGNMENTS
- .08 Any payments due to the Pilot under this Section which are not covered by a written direction per APPENDIX 23 A BENEFIT ASSIGNMENTS shall be held by the Company for any such Pilot in an interest bearing account in the Pilot's name.
- .09 In the event of reasonable presumption of a Pilot's death, all moneys identified per Section 23-1.08 shall be paid to his estate.
- .10 Any amounts credited to the account of a Pilot or paid to his beneficiary in accordance with this Section shall not be required to be returned by such beneficiary or the estate of the Pilot even though it is established that such payments were made after the death of the Pilot.
- .11 Nor shall such amounts identified per Section 23-1.10 be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.
- .12 A Pilot shall maintain and continue to accrue Seniority for pay and all other purposes during the period in which he is in Peril, until the establishment or presumption of death has occurred.
- .13 A Pilot returning to work after any period of Peril shall be returned to his previous Position. If his Position no longer exists, he shall be assigned a Position per SECTION 12 REDUCTIONS, LAYOFFS AND RECALLS.
- .14 Section 23 PERIL is not applicable in the event a Pilot is held prisoner, interned, or missing as a result of an action by the Pilot which would be considered a criminal act under Canadian Law that is unrelated to aircraft operation, or in the case of willful or reckless acts related to aircraft operation.



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- .15 Notwithstanding Section 23-1.14 the Company shall make every reasonable effort to repatriate the Pilot referred to in Section 23-1.14, as soon as practicable.



SECTION 24

MOVING

24-1 ELIGIBILITY

- .01 A Pilot accepting an Upgrade, an involuntary move or a move to mitigate reductions shall be entitled to full moving expenses per Section 24-3 EXPENSES.
- .02 A Pilot voluntarily bidding an equal or lower Equipment Assignment shall not be eligible for moving expenses per Section 24-3 EXPENSES.

24-2 TIMELINES

- .01 Any Pilot who is changing Base shall be entitled to seven (7) uncredited days free of duty to complete his move. Such time free of duty shall be Consecutive Calendar Days if so requested by the Pilot. This time off shall not increase the Pilots monthly minimum days off per Section 15 SCHEDULING RULES.
- .02 Any Pilot who is changing Base shall be governed by the accommodations entitlements of his original Base until the completion of Line Indoctrination, or the completion of the time free from duty per Section 24-2.01, unless declined or deferred by the Pilot, whichever occurs last, except by mutual agreement between the Company and the Pilot.
- .03 A Pilot is only eligible for the provisions of Section 24-3 EXPENSES in respect of moves undertaken within twelve (12) Calendar Months of the completion of Line Indoctrination, or the completion of the time free from duty per Section 24-2.01, unless declined or deferred by the Pilot, whichever occurs last, except by mutual agreement between the Company and the Pilot.

24-3 EXPENSES

- .01 The Company shall reimburse a Pilot for his receipted moving expenses up to the maximum per Table 24A:

TABLE 24A

Distance km	40 – 99	100 - 999	1000-1999	2000 AND OVER
	\$3025	\$4400	\$6050	\$7050

- .02 Distance calculation shall be calculated from Base to Base utilizing the Google maps internet service (www.maps.google.com)
- .03 In the case of a Pilot on layoff, the move shall be from Base of layoff to the new Base.
- .04 Eligible receipted moving expenses shall include, but are not limited to, packing and unpacking, transportation of personal effects and vehicles, real estate and legal fees, lease termination fees, and disconnecting and reconnecting of appliances and utilities.
- .05 Notwithstanding Section 24-2.03 and inclusive of those expenses per Section 24-3.04 if housing is not immediately available, accommodation and meal costs for the Pilot and family will be paid by the Company, based on existing per diems, for up to thirty (30) Calendar Days.
- .06 Dependent children under the age of twelve (12) would receive seventy five (75) percent of the per diem per Section 24-3.5.
- .07 The Pilot shall not receive his meal per diem when receiving a per diem for a work related reason.



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.08 A Pilot shall, at the Company's request, provide verification of his move.



SECTION 25

OCCURRENCE INVESTIGATIONS

25-1 OCCURRENCE

- .01 An Occurrence shall mean an incident or accident as defined by the TSB Regulations Section 2(1), or as may be amended.
- .02 The Company shall advise the MEC Chairman as soon as practicable of any Occurrence per Section 25-1.01, involving any Pilot.

25-2 COMMUNICATION

- .01 In the event of an Occurrence, a Pilot shall provide the Company with information regarding the status of the flight crew, aircraft, passengers or freight.
- .02 A Pilot is not required to make any other verbal or written statement to the Company within twenty four (24) hours following an Occurrence, if the conditions hereunder have not been complied with:
 - a. He has consulted ALPA or IFALPA if outside Canada; and,
 - b. In the case of an accident, where the Pilot so requests, he has been examined by a physician of his choice.

25-3 HELD OUT OF SERVICE

- .01 If, during the course of his duties, a Pilot is involved in an Occurrence relating to the operation of an aircraft, he may be held out of service during the course of any investigation conducted by the Company, TC, TSB, or other regulatory agency.
- .02 Within seven (7) Business Days following the Date of notification of his being held out of service, per Section 25-3.01, a written notice setting out the reasons for the Company's decision shall be provided to the Pilot, with a copy to the MEC Chairman.
- .03 A Pilot who is held out of service, per Section 25-3.01, shall continue to receive full pay and be entitled to all Benefits.

25-4 OCCURRENCE INVESTIGATION

- .01 Where the Company conducts or participates in an Occurrence investigation, the Company shall inform the MEC Chairman as soon as practicable, in order for him to designate an ALPA Representative who shall participate in the Occurrence Investigation.
- .02 The ALPA Representative shall be provided with SAFR, upon the request of the MEC Chairman.
- .03 During any interview with a Pilot relating to the Occurrence Investigation, an Association Representative shall be present.
- .04 The Company shall present any final or preliminary written report as soon as practicable. The Pilot concerned and the MEC Chairman shall be kept up to date, by the Company, on progress made and receive a copy of any such reports.
- .05 Any report, per Section 25-4.04, shall be submitted to the Pilot, the MEC Chairman, and shall contain no recommendations relating to Pilot discipline or discharge.
- .06 The contents of any report per Section 25-4.04, shall have identifying information, e.g.; Pilot's name, pairing number and date, removed prior to its distribution for safety and training purposes.



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25-5 TSB INVESTIGATIONS

- .01 The Company shall grant immediate AFPL for an Association Representative, designated by the MEC Chairman, to participate in a TSB investigation involving any Pilot.

25-6 RESULTS

- .01 If the Company investigation results in a decision to hold a Pilot out of service per Section 26 DISCIPLINE AND DISCHARGE, such decision may be retroactive to the date of the accident or the incident.
- .02 If a Pilot's license is suspended for breach of any air regulation in which the Company was not complicit or an accessory, the Company shall not be liable to pay the Pilot under any circumstances during the period of such suspension.



SECTION 26

DISCIPLINE AND DISCHARGE

26-1 JUST CAUSE

- .01 The Company may discipline or discharge a Pilot for just cause.

26-2 INITIATION

- .01 No Pilot shall be disciplined, nor shall any disciplinary proceedings commence in regards to a safety matter until:
- a. An Occurrence Investigation has been completed per Section 25 OCCURRENCE INVESTIGATIONS; and,
 - b. Such safety matter has been reviewed per Section 33 RISK MANAGEMENT SYSTEM.

26-3 HELD OUT OF SERVICE

- .01 Where a disciplinary or discharge action is contemplated, the Pilot concerned may be held out of service to allow the Company to consider all possible factors.
- .02 A written notice setting out the reasons for the Company's decision per Section 26-3.01 shall be provided to the Pilot, with a copy to the MEC Chairman.
- .03 A Pilot who is held out of service, per Section 26-3.01, shall continue to receive his regular salary and remain entitled to all Company Benefits.
- .04 A Pilot for whom disciplinary or discharge action is contemplated per Section 26-3.01 shall be entitled to confirmed travel on Company services, in order to be present for any inquiry or hearing.

26-4 CONSIDERATION

- .01 If a disciplinary measure is considered the Company may only take into account material in the Pilot's file per Section 32-3.05.
- .02 Any notice, report, correspondence or document used or relied upon by the Company with respect to disciplinary action shall be provided to the Pilot with a copy provided to the MEC Chairman.
- .03 If a Pilot is requested by the Company to make himself available for any questioning during the consideration phase an Association Representative shall be present at the Association's expense, and all travel and accommodation expenses of the Pilot shall be borne by the Company.

26-5 DECISION

- .01 In the cases of disciplinary measures, the Company must immediately advise the Pilot in writing with a copy to the MEC Chairman setting out the nature of the disciplinary measure and the reasons for it. The letter shall include details relating to the reasons for the disciplinary measures; the date, time and location of the incident, where applicable.
- .02 If the Company suspends a Pilot from service, such decision may be retroactive to the date the Pilot was held



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out of service or the date of the incident.

- .03 A Pilot who is subject to disciplinary measures or is dismissed may file a grievance per Section 27 GRIEVANCES and Section 28 ARBITRATION.

26-6 BIDDING

- .01 Any measure taken by the Company against a Pilot under this Section shall not prevent a Pilot from applying for any position to be filled per Section 11 FILLING OF ASSIGNMENTS or per Section 12 REDUCTIONS AND RECALLS.
- .02 A Pilot who has been awarded a Position per Section 26-6.01 at the end of the period during which he has been released from service or suspended, may fill the position to which his seniority entitles him.



SECTION 27

GRIEVANCES

27-1 INITIATION

- .01 Prior to filing a Grievance, a Grievor having a complaint should, together with an Association Representative, if desired, discuss such complaint with the Chief Pilot, who will make every effort to resolve the complaint.
- .02 In order to seek resolution, complaints should be raised by a Grievor with the Chief Pilot no later than thirty (30) Calendar Days from the occurrence of the matter, or from the time when the Grievor should have been reasonably aware of the occurrence.
- .03 The Chief Pilot shall render his written decision to the Grievor no later than thirty (30) Calendar Days after the complaint was raised per Section 27-1.02. A written copy of the decision will be sent to the MEC Grievance Chairman within seven (7) Calendar Days.
- .04 If the decision of the Chief Pilot is not acceptable to the Grievor, or is not rendered within thirty (30) Calendar Days per Section 27-1.03, then the Grievor may file a Grievance per this Section.
- .05 Grievances may be initiated by the Company and shall be presented in writing to the Association, discussed with the Association, after which such grievance may be referred by the Company to arbitration to commence at Section 28 ARBITRATION.

27-2 HEARINGS

- .01 The following steps may be waived or combined subject to mutual written agreement between the Company and the MEC Grievance Chairman.
- .02 Step One:
 - a. Within thirty (30) Calendar Days of written receipt of the Chief Pilot's decision per Section 27-1.04, a Grievor shall present his Grievance in writing to the DFO.
 - b. The DFO shall hold a meeting with the Grievor at a mutually convenient time within thirty (30) Calendar Days following receipt of the written Grievance.
 - c. The DFO shall render his written decision to the Grievor with a written copy to the MEC Grievance Chairman no later than fifteen (15) Calendar Days after the Grievance was heard at Step I per Section 27-2.02(b).
 - d. If the decision of the DFO is not acceptable to the Grievor, or is not rendered within fifteen (15) Calendar Days as per Section 27-2.02(c), the MEC Grievance Chairman may file a written Notice to Proceed to Step II of the Grievance process which shall be submitted to the President per Section 27-2.03(a).
- .03 Step Two:
 - a. A Grievor who has filed a written Notice to Proceed to Step II shall have their Grievance heard by the President within thirty (30) Calendar Days of written receipt of such Notice.
 - b. The President shall hold a meeting with the Grievor at a mutually convenient time within thirty (30) Calendar Days following receipt of the written Notice to Proceed to Step II.
 - c. The President shall render his written decision to the Grievor with a written copy to the MEC Grievance Chairman no later than fifteen (15) Calendar Days after the Grievance was heard at Step II per Section 27-2.03(b).
 - d. If the decision of the President is not acceptable to the Grievor, or is not rendered within fifteen (15)



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Calendar Days as per Section 27-2.03(c), then the MEC Grievance Chairman may file a written Referral To Arbitration per Section 27 ARBITRATION.

- .04 The meetings per Section 27-2.02(b) and Section 27-2.03(b) may be held via conference call with the consent of the Pilot for matters which are not related to discipline or discharge.
- .05 The meetings per Section 27-2.02(b) and Section 27-2.03(b) shall be held in person for any grievance or dispute relating to discipline or discharge.
- .06 The meetings per Section 27-2.02(b) and Section 27-2.03(b) shall be held in person upon the request of either party for matters which are not related to discipline or discharge. The requesting party shall be wholly responsible for the cost of travel and accommodations for the Grievor.

27-3 GRIEVORS RIGHTS / REPRESENTATIVES

- .01 At any meeting held throughout these Grievance procedures, the Grievor shall have the right to be represented by the Association Representative of his choice.
- .02 Throughout these Grievance procedures the Grievor may, together with their Association Representative of his choice review any information contained in his personnel file or any document which the Company may or has introduced at any step of the Grievance procedure.
- .03 Throughout this Grievance procedure the Company may review any documents which the Grievor or Association Representative has introduced, or intends to introduce at any step of the Grievance procedure.
- .04 Throughout this Grievance procedure the Association may review any documents which the Company or Company representative has introduced, or intends to introduce at any step of the Grievance procedure.
- .05 On request, either party shall provide the other with a copy of any document which either party may or has introduced at any step of the Grievance procedure.
- .06 Any and all documents provided per Section 27-3.05 shall be provided to the MEC Grievance Chairman or the DFO.
- .07 Grievors and Association Representatives who are eligible shall, throughout the Grievance procedure, be provided with confirmed travel on Company services, when available.

27-4 WITNESSES

- .01 At any meetings held throughout the Grievance procedure, all witnesses and representatives who are employees of the Company shall be given SAFR, subject to the operational requirements of the Company.
- .02 Witnesses in receipt of SAFR shall:
 - a. Be provided flight pay loss, per Section 30-3 FLIGHT PAY LOSS, if appearing at the request of the Association.
 - b. Be provided flight pay loss paid by the Company, if appearing at the request of the Company. For clarity, the Association shall not be invoiced for such flight pay loss per Section 30-3 FLIGHT PAY LOSS.
- .03 The Grievor and the Company shall be given every reasonable opportunity to present evidence, either documentary or oral, to make representations, and to present, examine, and cross-examine witnesses.
- .04 Pilots appearing as a witness shall, throughout the Grievance procedure, be provided with confirmed travel on Company services, when available.

27-5 RESULTS

- .01 If, as a result of any meeting, hearing or Grievance as provided herein, the decision is to exonerate the Grievor, then all Company files as they relate to the Grievance shall be purged and all reference to the Grievance shall



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- be removed from Company files.
- .02 The Company shall provide the Grievor with written confirmation that all charges have been cleared and all references thereto shall be removed from Company files. No copy of this letter will be retained in any Company files.
- .03 A copy of the written confirmation identified per Section 27-5.02 shall be provided to the MEC Grievance Chairman.



SECTION 28

ARBITRATION

28-1 ARBITRATION PROCESS – SINGLE ARBITRATOR

- .01 The provisions contained in this Section are to be utilized when a matter is submitted to arbitration per Section 27-2.03(d) or Section 27-1.05 unless one (1) party requests in writing the issue be referred to a Board of Arbitration (Board) per Section 28-7 ARBITRATION PROCESS - BOARD OF ARBITRATION.
- .02 Per Section 27-2.03(d) and Section 27-1.05, when a Referral to Arbitration is issued, the Parties agrees to utilize one (1) of the following arbitrators:
 - a. Martin Teplitsky – CYYZ
 - b. David McPhillips – CYVR
 - c. Michel Picher – CYYZ
 - d. John Hall - CYVR
- .03 The Parties will cycle through the list in the above order and appoint the first arbitrator with available hearing dates that are within ninety (90) Calendar Days of the date for which the Referral to Arbitration was issued.
- .04 When establishing hearing dates, it is agreed that the Parties will take into consideration each other's schedules.
- .05 Where none of the arbitrators has an available date within ninety (90) Calendar Days of the Referral to Arbitration, the Parties shall select the arbitrator with the first available date thereafter.
- .06 Once an arbitrator has been appointed the subsequent selection process shall commence with the next arbitrator on the list.
- .07 The list of arbitrators may be amended during the duration of the agreement by mutual agreement. However, it is not the intent of the Parties to modify the list unless arbitrator availability impairs the process to the point where it is no longer timely.
- .08 Upon renewal of the Agreement, the list of arbitrators shall be void and both parties shall submit a list of acceptable arbitrators for inclusion in the renewal.

28-2 SINGLE ARBITRATOR – JURISDICTION

- .01 It is agreed that the arbitrator will be appointed with jurisdiction under a mediation/arbitration model unless the Parties agree otherwise.
- .02 The arbitrator shall have jurisdiction to consider any Grievance properly submitted to him under the terms of this Agreement, including whether a matter is arbitrable or not.
- .03 The arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of this Agreement.
- .04 The arbitrator may extend the time limits of any step of the Grievance or Arbitration procedures, notwithstanding the expiration of such time limits, where the arbitrator is satisfied that there are reasonable grounds for the extension.
- .05 The arbitrator shall, in the case of disciplinary or discharge Grievances, have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause.
- .06 The arbitrator may render such orders as he considers just and reasonable, including, but without limiting the generality of the foregoing, the exoneration and reinstatement of the Grievor, the reduction or modification of the discharge or discipline, and the compensation of the Grievor.
- .07 The arbitrator shall have the jurisdiction, at any time before rendering a final decision, to make any interim



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decision which he considers just and reasonable.

- .08 Without limiting the generality of the foregoing, the arbitrator has the jurisdiction to make decisions regarding the rights of the Parties, the interpretation of the Agreement or the reinstatement of a Pilot.
- .09 The arbitrator shall be invested with the powers conferred under the CLC.

28-3 SINGLE ARBITRATOR – HEARING REPRESENTATIVES

- .01 It is understood that no restrictions on designated representatives for either the Association or the Company shall exist and that legal counsel may or may not be present at hearings.

28-4 SINGLE ARBITRATOR - HEARING WITNESSES

- .01 At any hearing held throughout the single arbitration procedure all necessary witnesses and Association Representatives who are employees of the Company shall be given SAFR, where applicable.
- .02 Witnesses in receipt of SAFR shall:
 - a. Be provided flight pay loss, per Section 30-3 FLIGHT PAY LOSS if appearing at the request of the Association.
 - b. Be provided flight pay loss paid by the Company, if appearing at the request of the Company. For clarity, the Association shall not be invoiced for such flight pay loss per Section 30-3 FLIGHT PAY LOSS.
- .03 Where the Company and the Association cannot agree on whether an employee is a necessary witness or representative, that issue shall be decided by the arbitrator in advance of the Arbitration Hearing.

28-5 SINGLE ARBITRATOR – DECISION

- .01 The arbitrator shall make every effort to render his decision with the minimum of delay, but in no case more than thirty (30) Calendar Days from the date of the final hearing.
- .02 It is understood and agreed that arbitrator shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or the Association may be affected in any manner by an action taken by him in good faith in his capacity as an arbitrator.
- .03 The arbitrator's decision shall be final and binding on the Association, the Grievor, and the Company.

28-6 SINGLE ARBITRATOR - EXPENSES

- .01 The fees and expenses of the single arbitrator shall be borne equally by the Parties.

28-7 ARBITRATION PROCESS - BOARD OF ARBITRATION

- .01 The provisions contained in this Section are to be utilized when the Parties cannot mutually agree that a matter is to be submitted to a single arbitrator.
- .02 Pursuant to Section 27-2.03(d) or Section 27-1.05 when a Referral to Arbitration is issued, the Parties shall jointly constitute a Board which shall consist of one (1) member appointed by the Association, one (1) member appointed by the Company, and one (1) Chair appointed by agreement between the appointees of the Association and the Company.
- .03 Failing agreement of Board appointees per Section 28-7.02, the Parties, shall apply to the Minister of Labour to designate one.
- .04 If Pilot competence is the issue of the arbitration, it may be mutually agreed by the Parties that their respective Board appointees will be persons having expertise in the field of Pilot competence and who are not employed



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by the Company.

- .05 If a member of the Board resigns, dies, or otherwise is unable to remain a member of the Board, the party who appointed him or, in the case of the Chair, the other two appointees shall replace him as soon as practicable in the same manner as set out herein.
- .06 Each party must appoint its member to the Board within fifteen (15) Calendar Days of the receipt of a written Referral to Arbitration per Section 27-2.03(d).

28-8 BOARD - JURISDICTION

- .01 It is agreed that the Board will be appointed with jurisdiction under a mediation/arbitration model unless the Parties agree otherwise.
- .02 The Board shall have jurisdiction to consider any Grievance properly submitted to it under the terms of this Agreement, including whether a matter is arbitrable or not.
- .03 The Board shall have no jurisdiction to alter modify, amend, or make any decision inconsistent with the terms of this Agreement.
- .04 The Board may extend the time limits of any step of the Grievance or Arbitration procedures, notwithstanding the expiration of such time limits, where the Board is satisfied that there are reasonable grounds for the extension.
- .05 The Board shall, in the case of disciplinary or discharge Grievances, have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause.
- .06 The Board may render such orders as it considers just and reasonable, including, but without limiting the generality of the foregoing, the exoneration and reinstatement of the Grievor, the reduction or modification of the discharge or discipline, and the compensation of the Grievor.
- .07 The Board shall have the jurisdiction, at any time before rendering a final decision, to make any interim decision which it considers just and reasonable.
- .08 Without limiting the generality of the foregoing, the Board has the jurisdiction to make decisions regarding the rights of the Parties, the interpretation of the Agreement or the reinstatement of a Pilot.
- .09 The Board shall be invested with the powers conferred under the CLC.

28-9 BOARD - HEARING REPRESENTATIVES

- .01 It is understood that no restrictions on designated representatives for either the Association or the Company shall exist and that legal counsel may or may not be present at hearings.

28-10 BOARD HEARINGS - WITNESSES

- .01 At any hearing held throughout the Board Arbitration procedures all necessary witnesses and representatives who are employees of the Company shall be given SAFR, where applicable.
- .02 Witnesses in receipt of SAFR shall:
 - a. Be provided flight pay loss, per Section 30-3 FLIGHT PAY LOSS if appearing at the request of the Association.
 - b. Be provided flight pay loss paid by the Company, if appearing at the request of the Company. For clarity, the Association shall not be invoiced for such flight pay loss per Section 30-3 FLIGHT PAY LOSS.
- .03 Where the Company and the Association cannot agree on whether an employee is a necessary witness or representative, that issue shall be decided by the Board Chair in advance of the Arbitration Hearing.



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28-11 BOARD - DECISION

- .01 The Board shall make every effort to render a decision with the minimum of delay, but in no case more than thirty (30) Calendar Days from the date of the final hearing.
- .02 It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or the Association may be affected in any manner by an action taken by him in good faith in his capacity as a Board member.
- .03 A majority decision shall constitute the decision of the Board but, failing such majority, the decision of the Chair shall govern.
- .04 A decision of the board shall be final and binding on the Association, the Grievor, and the Company.

28-12 BOARD - EXPENSES

- .01 The fees and expenses of the Board Chairperson, shall be borne by the party who is unsuccessful in the hearing, in such proportion as determined by the Arbitrator in the award.
- .02 Each party shall assume the fees and expenses of its own Board appointee.



SECTION 29

DATA RECORDERS

29-1 DATA RECORDERS

- .01 For the purposes of this Section, DR shall include but shall not be limited to:
- a. CVR; or,
 - b. FDR; or,
 - c. QAR; or,
 - d. CMS; or,
 - e. ACARS; or,
 - f. Video Recordings; or,
 - g. AIDS.
- .02 No DR shall record specific Pilot identification designators.
- .03 The Parties recognize that information from DR can be used to enhance flight safety and offer economic savings through preventative maintenance, as well as to provide relevant information to assist in accident reconstruction.
- .04 The Company shall ensure the security of all data, or the information obtained from DR, against unauthorized removal or playback.
- .05 Where any DR, other than a completely erased CVR, is removed from an aircraft to be analyzed for anything other than maintenance purposes, the Company shall advise the MEC Chairman and all Pilots involved, in writing, within twenty four (24) hours of the Company becoming aware of its removal.
- .06 The Company shall not use information obtained from DR:
- a. To monitor individual Pilot judgment, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the MEC Chairman.
 - b. In any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against a Pilot or for the development of information leading to such proceedings.
 - c. As a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company.
- .07 Except where such disclosure or usage is required by regulation or law, the Company shall not disclose or use data or other information obtained from any type of DR for any purpose except for incident or accident investigation.
- .08 In the event of an incident or accident investigation, the release of data or other information from any DR shall be strictly limited to the following:
- a. Incident or Accident investigators from the appropriate government agency.
 - b. Identified Association representatives.
 - c. Company representatives on the investigating team.
 - d. MP.



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- .09 Notwithstanding Section 29-1.07, DR may be used in proceedings related to the investigation of accidents or incidents to corroborate information obtained from another source.
- .10 Notwithstanding Section 29-1.07, DR may be used by the Company in its own defense for civil, administrative, penal, criminal, or other similar proceedings against the Company, subject to the limitations of the Canadian Transportation Accident Investigation and Safety Board Act, Sections 28 through 31, Privilege.
- .11 Pilots shall be provided the protection of any rights and entitlements set out in the Aeronautics Act and PIPEDA.
- .12 The Company shall not release any data or other factual information obtained from DR to either the general public or any news media without the prior approval of the MEC Chairman and the Pilot
- .13 The CVR shall be completely erased prior to removal for maintenance purposes, where the CVR is capable of such function.
- .14 The Company shall not implement a flight quality assurance program or flight data monitoring program utilizing information obtained from DR without an agreement between the Parties. Any such agreement shall be reduced to writing and incorporated into an LOU which shall form part of this Agreement.



SECTION 30

ASSOCIATION BUSINESS

30-1 ASSOCIATION FLIGHT RELEASE

- .01 Requests for Association Flight Release (AFR) to attend to Association business shall be in writing from the MEC Chairman to the Director Flight Operations (DFO) in a timely manner.
- .02 AFR Days shall be deemed as days off, and shall not count as Credit Day (CD) for the purposes of pay or time off.
- .03 The use of AFR days by a Pilot shall not cause a reduction in the number of CD scheduled for the Pilot in the quarter.

30-2 SPECIAL ASSOCIATION FLIGHT RELEASE

- .01 Requests for Special Association Flight Release (SAFR) to attend to Association business shall be made in writing by the MEC Chairman to the DFO in a timely manner.
- .02 SAFR days shall be in lieu of a Pilot's regularly scheduled flying and shall be treated as regular CD for the purposes of schedule bidding, pay and benefits. For clarity, the sum of SAFR days and CD in a Quarter shall not exceed the average number of CD awarded to non-SAFR Pilots.
- .03 The use of SAFR days shall not cause a loss of salary or Benefits.
- .04 The Association recognizes the Company's right to limit both SAFR and non-SAFR Pilot's overtime. For clarity, the Company may adjust the schedule to balance the number of CD assigned to both SAFR and non-SAFR Pilots in order to reduce CD paid at the overtime rate.

30-3 FLIGHT PAY LOSS

- .01 The Company shall provide any Pilot on SAFR with flight pay loss.
- .02 A Pilot receiving SAFR shall be credited and paid according to all terms and conditions contained in this Agreement.
- .03 The Company shall invoice the Association at the Pilot's daily rate per Section 16 RATES OF PAY for each CD of a Pilot's SAFR, if the number of SAFR days used by the Pilot is less than ten (10) CD in a Quarter.
- .04 The Company shall invoice the Association at the Pilot's daily rate per Section 16 RATES OF PAY plus twenty (20) percent cost override for each day of a Pilot's SAFR in excess of nine (9) CD in a Quarter.
- .05 Copies of Company invoices for SAFR shall be provided to the MEC Chairman.
- .06 Where SAFR causes a Pilot to be paid CD at the Overtime rate, the Company may invoice the Association for such CD at the Pilot's Overtime rate per Section 16 RATES OF PAY.

30-5 MEETINGS

- .01 Where the Company or Association requires face to face meetings, such meetings shall be held at the Companies offices and arranged between the MEC Chairman and the DFO, unless agreed otherwise.
- .02 All travel costs for such meetings shall be the sole responsibility of each Party.
- .03 Pilots and Association Representatives traveling on Association business may utilize any free or reduced rate travel available to them.



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- .04 The Company will make best efforts to provide all members of the KFC MEC with AFR for five (5) Calendar Days twice annually every Calendar Year in order to conduct the KFC MEC annual meetings. The dates for the meetings shall be provided to the company no later than September 23rd of the previous Calendar Year. Attending Pilots' names shall be provided to the Chief Pilot no later than request for such AFR days must be made sixty (60) Calendar Days prior to the anticipated meeting date.

30-6 CONTRACT NEGOTIATIONS

- .01 In order to facilitate contract negotiations, the Company will make best efforts to provide the KFC Negotiating Committee with five (5) SAFR days per Calendar Month, per KFC Negotiating Committee Member, commencing eighteen months (18) Calendar Months prior to the open period of the Agreement, and shall cease upon the successful ratification of the amended Agreement.
- .03 Notwithstanding Section 30-3.04, no cost override shall be applied to the members of the KFC Negotiating Committee and KFC MEC Chairman per Section 30-6.01.
- .02 Where the Company or Association requires face to face meetings, such meetings shall be arranged between the MEC Chairman and the Chief Pilot.
- .03 The Association shall book all meeting rooms, unless the Parties mutually agree otherwise.
- .06 All costs for meeting and caucus rooms, audio visual needs and refreshments shall be shared equally.
- .07 The Association shall pay for the costs outlined in Section 30-6.09. The Association shall then bill the Company for half (1/2) of such costs.
- .08 All travel costs for such meetings shall be the sole responsibility of each Party.
- .09 PILOTS AND ASSOCIATION REPRESENTATIVES TRAVELING ON ASSOCIATION BUSINESS MAY UTILIZE ANY FREE OR REDUCED RATE TRAVEL AVAILABLE TO THEM.



SECTION 31

TRAINING AGREEMENTS

31-1 FREEZES

- .01 Pilots accepting a change in Status per Section 11 FILLING OF ASSIGNMENTS shall be subject to a one (1) year Status Freeze, commencing on the first (1st) day of the first (1st) Month following successful completion of the PPC.
- .02 Pilots subject to a Status Freeze per Section 31-1.01 may be restricted from being awarded a Position per Section 11 FILLING OF ASSIGNMENT, involving a change in either Status or Type.
- .03 The Company may, at its discretion, award a Position to a Pilot who is subject to a Status Freeze per Section 31-1.01. The Company shall notify the MEC Chairman of such award prior to the issuing a PPAL.
- .04 Pilots accepting a change in Type per Section 11 FILLING OF ASSIGNMENTS shall be subject to a two (2) year Type Freeze, commencing on the first (1st) day of the first (1st) Month following successful completion of the PPC.
- .05 Pilots subject to a Type Freeze per Section 31-1.04 may be restricted from being awarded a Position per Section 11 FILLING OF ASSIGNMENTS, involving a change in Type.
- .06 The Company may, at its discretion, award a Position to a Pilot who is subject to a Type Freeze per Section 31-1.04. The Company shall notify the MEC Chairman of such award prior to the issuing a PPAL.
- .07 When a Pilot is subject to multiple Freezes per Section 31-1.01 and Section 31.1.04, such Freezes shall run concurrently.

31-2 TRAINING AGREEMENTS

- .01 Pilots accepting a change in Position per Section 11 FILLING OF ASSIGNMENTS shall be subject to Training Agreements per Table 31 A:

TABLE 31 A

TYPE	DURATION	AMOUNT
Wide Body Captain and F/O – Initial Only	Two (2) Years	CAD \$30,000.00
Wide Body F/O to Captain - Upgrade	Two (2) Years	CAD \$20,000.00
Narrow Body Captain and F/O – Initial Only	Two (2) Years	CAD \$25,000.00
Narrow Body F/O to Captain - Upgrade	Two (2) Years	CAD \$15,000.00
Small Captain and F/O	Two (2) Years	CAD \$20,000.00
S/O All Types	Two (2) Years	CAD \$8,000.00

- .03 For an Initial Training Agreement in the amount of twenty thousand dollars (\$20,000.00) or greater, the Company shall provide a detailed invoice upon notice of resignation provided that the outstanding training bond balance is in the amount of five thousand dollars (\$5,000.00) or greater.
- .04 The Company shall provide the Pilot with a receipt and a T2202 declaration for Canada Revenue Agency (CRA).



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- .02 Where a Pilot is subject to multiple Training Agreements per Section 31-2.01, such Training Agreements shall run concurrently.
- .03 Where a Pilot is subject to a Training Agreement, the value of such a Training Agreement shall be reduced in equal installments commencing on the first (1st) day of the first (1st) month following successful completion of the PPC, unless otherwise provided for in this Section.
- .04 If a Pilot fails to qualify per Section 13-5 FAILURE TO QUALIFY IFR RENEWAL / PPC / LINE CHECK or Section 13-7 FAILURE TO QUALIFY – TRAINING – LINE INDOCTRINATION, the Training Agreement value shall not decrease, and the Company shall not require re-imbursement of the monthly Training Agreement payment until successful completion of the Line Check.
- .05 While a Pilot remains on layoff per Section 12 REDUCTIONS, LAYOFFS AND RECALLS, the Company shall waive the Pilot's monthly Training Agreement payment, and the amount of his Training Agreement shall decrease by such value every Calendar Month.
- .06 While a Pilot remains on LOA per Section 21-20 OCCUPATIONAL INJURY OR ILLNESS, the Company shall waive the Pilot's monthly Training Agreement payment, and the amount of his Training Agreement shall decrease by such value every Calendar Month.
- .07 Notwithstanding Section 31-2.05 and Section 31-2.06, when a Pilot is on LOA, the Training Agreement value shall not decrease, and the Company shall not require re-imbursement of the monthly Training Agreement payment.
- .08 Should a Pilot be released from employment, any outstanding Training Agreements shall be withdrawn and cancelled.
- .09 Pilots shall sign a Letter of Agreement in the form set out in APPENDIX 31 A THE TRAINING AGREEMENT, as a condition precedent to and in consideration of participating in any training, per TABLE 31 A, offered by or on behalf of the Company.
- .10 The Training Agreement shall set out a promise to pay for a portion of the training costs per TABLE 31 A, to be enforceable against the Pilot as set out in the Training Agreement should the Pilot voluntarily leave the service of the Company within the term per TABLE 31 A.



SECTION 32

LEGAL

32-1 DEFENSE

- .01 The Company agrees to provide legal counsel, to pay all costs associated with legal counsel, to defend all pilots and their estates, free of charge in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered thereunder save in the case of gross negligence or willful misconduct.

32-2 PILOT COSTS

- .01 No Pilot will be required to pay for physical damages to Company equipment or property that may be incurred arising from his duties with the Company save in the case of gross negligence or willful misconduct.

32-3 PILOT FILES

- .01 All files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for his examination.
- .02 A Pilot shall be advised of any disciplinary material at the time such material is placed in his file.
- .03 The Pilot shall be provided a copy of any disciplinary material, within five (5) business days of the material being placed in his file with a copy to the KFC MEC Chairman.
- .04 If the Pilot chooses to respond to any material per Section 32-3.02, the response shall be kept on his file with the material to which it refers.
- .05 Any material not related to technical competency shall be removed from a Pilot's file(s), upon his request, after thirty six (36) Calendar Months without further related incident, and will then be deemed inadmissible as evidence in any proceeding.
- .06 Should the Pilot be exonerated in regard to any issue, the Company shall remove from all Company files any materials relating to such issue.
- .07 The Company shall notify a Pilot, in writing, of the removal of any disciplinary notices, reports, correspondence or documents from his files within five (5) business days with a copy to the MEC Chairman.



SECTION 33

RISK MANAGEMENT SYSTEM

33-1 OVERVIEW

- .01 Transport Canada (TC) requires the Company to establish, maintain and adhere to a Safety Management System (SMS) program, per CAR, hereinafter referred to as a Risk Management System (RMS).
- .02 The Company RMS is a program which has its own RMS Policy / Procedure Manual, and is applicable to all Company operations. A copy of the manual is available at [hyperlink](#).
- .03 The purpose of the RMS is to document, identify and reduce the risk of potential threats, errors, and violations to Company operations.
- .04 The underlying principle of an effective RMS is a free and open non-punitive reporting and investigation of potential and actual occurrences, incidents and accidents.
- .05 An Association Representative shall form part of any investigation committee formed as a result of a risk assessment regarding a Pilot or his RMS-100 report.
- .06 In addition, the representatives involved in the risk assessment or investigation committee shall not, in the course of their normal duties, have any role in the disciplinary process of a Pilot at the Company.
- .07 A copy of Flight Operations related Event Summaries shall be available to the Association Representative upon request to the SSM Office.

33-2 EVENT REPORTING

- .01 Pilots shall notify the Company of any Occurrence per Section 25 OCCURRENCE INVESTIGATIONS.
- .02 Pilots shall report all hazardous conditions as soon as practicable by completing and submitting an event/hazard report (RMS-100). Reports may be submitted anonymously.
- .03 When another party submits a report involving a Pilot, the SSM shall invite the Pilot involved to submit a report as well.

33-3 CONFIDENTIALITY

- .01 The Company shall not disseminate internally or use any detailed or identifying personal information contained in a report except on a need-to-know basis for the purpose of carrying out specific and justifiable Company safety action.
- .02 The Company shall not disclose to any third (3rd) party the details of the event or any identifying personal information contained in a report except where required by law.
- .03 The Company may disclose the details of a safety event to a customer or a contractor that is involved in the RMS100 Report, only after de-identifying the Pilots referenced in the RMS100 Report.



SECTION 35

SUPERNUMERARY PILOTS

35-1 SUPERNUMERARY PILOT ALLOCATIONS

- .01 The number of Positions to be designated as Supernumerary Pilots (SP) shall be limited to three (3) Positions per aircraft Type.
- .02 In no circumstance shall there be more than two (2) SP per Base.
- .03 Notwithstanding Section 35-1.02 in no circumstance shall there be more SP than Captains at any Base.
- .04 Any adjustments to the Positions per Section 35-1.01 shall be at the approval of the MEC Chairman. Such agreement shall not be unreasonably withheld.

35-2 SELECTION OF SP

- .01 All Supernumerary Pilot Positions shall be listed in-on the Pilot Position List (PPL).
- .02 SP shall be selected per Section 11 FILLING OF ASSIGNMENTS.

35-3 YOS

- .01 A Pilot who accepts a SP Position shall accrue Years of Service (YOS) in the Lower Equipment Assignment (LEA) from the day he commenced to receive the pay associated with the LEA.
- .02 A Pilot who accepts a SP Position shall accrue YOS in the HEA based on the following formula:
 - a. Number of CD flown by the SP in the HEA since the last YOS increase date; plus,
 - b. Number of Training Days completed by the SP since the last YOS increase date; plus,
 - c. The Vacation and Statutory Holidays taken by the SP during that YOS multiplied by the HEA days divided by the total number of CD accrued during that YOS, recalculated monthly.
- .03 Once a Pilot reaches one hundred and sixty eight (168) CD, a YOS increase shall be deemed to have occurred, advancing the Pilot to the next YOS level, i.e., Year one (1) to Year two (2) after one hundred and sixty eight (168) CD completed in the HEA, resetting the calculations for the next YOS.
- .04 Notwithstanding Section 35-2.03, a SP shall not accrue more than one (1) YOS in any twelve (12) Calendar Month period.

35-3 REDUCTION OF SP

- .01 In the event of a reduction in SP, an affected SP may exercise his Seniority rights per Section 12 REDUCTIONS, LAYOFFS and RECALLS as if he was in the LEA.
- .02 Notwithstanding Section 35-3.01, in the event a SP has been awarded more than seventy-five percent (75%) of his annual minimum guaranteed CD in the previous twelve (12) Calendar Months, the SP may exercise his seniority rights per Section 12 REDUCTIONS, LAYOFFS and RECALLS as if he was on the HEA, provided he exercises his seniority rights on Type. The DFO may waive the HEA on Type restriction.



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35-4 SCHEDULING OF SP FLYING

- .01 The Company shall identify on the Supplemental Information Form (SIF) the number of Extra Days required in an Equipment Assignment to fulfill the month's scheduling requirements.
- .02 The SP shall submit a Pairing Bid Form (PBF) for both the HEA and LEA categories jointly, based on the SIF information provided.
- .03 Pilots in the HEA shall be assigned their minimum guaranteed CD and requested Extra Days before SP are awarded flying in the HEA.
- .04 Notwithstanding Section 35-4.03, the total number of Extra Days awarded to all Pilots in the HEA in a Calendar Month may be less than those days requested by such Pilots on their PBF, if Pilots in the LEA are expected to be awarded less than an average of their minimum guaranteed CD.
- .05 The Company may balance SP flying between the HEA and LEA in order to reduce or eliminate overtime.
- .06 Extra Days in excess of those requested by Pilots in the HEA shall be distributed evenly amongst Pilots in the HEA and SP.
- .07 The number of CD in the HEA awarded to applicable SP shall be divided amongst the individual SP at the discretion of the Company.
- .08 CD bid on the PBF for the SP LEA shall be awarded per Section 15-15 SCHEDULE CONSTRUCTION.
- .09 A SP minimum pay guarantee shall be based on his LEA.
- .10 Where the SP is awarded a CD in the HEA, his pay shall be increased by the difference between the daily rate of his LEA and his HEA for each such CD, and paid to the Pilot on the following pay period.
- .11 An SP assigned a Reserve or a Standby Duty Period that is designated on the schedule covering an HEA position shall be paid at the HEA rate.

35-5 SP - EXTRA DAYS

- .01 Where the SP is in receipt of Extra Days he shall be compensated for such days at either the HEA rate or LEA rate, as worked.

35-6 SP - OVERTIME

- .01 Where the SP is in receipt of Overtime Days he shall be compensated for such days as follows:
 - a. Total Overtime Days times CD earned in the HEA in the Quarter divided by total CD earned in the Quarter equals Overtime Days paid at the HEA.
 - b. Total Overtime Days times CD earned in the LEA in the Quarter divided by total CD earned in the Quarter equals Overtime Days paid at the LEA.

35-7 SP - VACATION ENTITLEMENTS

- .01 A SP shall bid and shall be awarded his Vacation Entitlements based on his LEA.



SECTION 36

TEMPORARY POSITION PILOT

36-1 SELECTION OF TPP

- .01 Where a Position becomes temporarily vacant due to a Pilot taking a LOA of undefined duration or a LOA of a defined duration of less than one (1) Year, other than a LMPR, such vacancy may be filled by a TPP.
- .02 TPP Positions shall be offered for bid to Pilots at the same Base and assigned to the same Type as the Pilot taking a LOA per Section 36-1.01.
- .03 TPP Positions offered per Section 36-1.02, shall be awarded to the senior bidding Pilot, provided he holds the minimum qualifications per Section 11-2 MINIMUM QUALIFICATIONS.

36-2 YOS

- .01 A Pilot who accepts a TPP Position shall accrue YOS in the LEA from the day he commenced to receive the pay associated with the LEA.
- .02 A Pilot who accepts a TPP Position shall accrue YOS in the HEA based on the following formula:
 - a. Number of CD flown by the TPP in the HEA since the last YOS increase date; plus,
 - b. Number of Training Days completed by the TPP since the last YOS increase date; plus,
 - c. The Vacation and Statutory Holidays taken by the TPP during that YOS, multiplied by the HEA days divided by the total number of CD accrued during that YOS, recalculated monthly.
- .03 Once a Pilot reaches one hundred and sixty eight (168) CD, a YOS increase shall be deemed to have occurred, advancing the Pilot to the next YOS level, i.e.; Year one (1) to Year two (2) after one hundred and sixty eight (168) CD completed in the HEA, resetting the calculations for the next YOS.
- .04 Notwithstanding Section 36-2.03, a TPP shall not accrue more than one (1) YOS in any twelve (12) Calendar Month period.

36-3 REDUCTION OF A TPP

- .01 The TPP shall return to his prior Position on the earliest of the date of return of the Pilot taking a LOA per Section 36-1.01 or twelve (12) consecutive months from the completion of his Line Indoctrination, or twelve (12) months from the commencement of the Pilots leave per Section 36-1.01, whichever occurs first.
- .02 Where the Pilot taking a LOA per Section 36-1.01, is not subsequently expected to return to work within twelve (12) months, the Company shall meet with the Association no later than nine (9) months after the Pilots has commenced his LOA and shall consult with the insurance carrier to determine the likelihood of a potential return to work date or a planned return to work date.
- .03 If there is no firm return to work information available per Section 36-3.02, the Company shall create a replacement Position for the same Equipment Assignment at the same Base as the Pilot taking the LOA per Section 36-1.01. Such Position shall be open for bid by all Pilots per Section 11 FILLING OF ASSIGNMENTS.
- .04 The Pilot being replaced per Section 36-3.03, shall still be assumed to be assigned to his Base for the purposes of Section 12 REDUCTION, LAYOFFS AND RECALLS.
- .05 The timelines per Section 36-3.01 and Section 36-3.02, may be extended or reduced with written mutual consent between the DFO and MEC Chairman.



Representing the Pilots of Kelowna Flightcraft Air Charter Ltd.

36-4 SCHEDULING OF TPP FLYING

- .01 The SIF shall indicate the number of days anticipated to be required to be bid by a TPP.
- .02 The TPP shall submit a PBF for both the HEA and LEA categories jointly, based on the SIF information provided.
- .03 CD bid on the PBF per Section 36-4.02, shall be awarded per Section 15-15 SCHEDULE CONSTRUCTION.
- .04 A TPP minimum guarantees shall be based on his LEA.
- .05 Where the TPP is awarded a CD in the HEA, his pay shall be increased by the difference between the daily rate of his LEA and his HEA for each such CD, and paid to the Pilot on the following pay period.
- .06 The Company may balance TPP flying between the HEA and LEA positions in order to reduce or eliminate overtime.
- .07 Extra Days in excess of those requested by Pilots on the HEA shall be distributed evenly amongst Pilots in the HEA and the TPP.

36-5 TPP - EXTRA DAYS

- .01 Where the TPP is in receipt of Extra Days he shall be compensated for such days at either the HEA rate or LEA rate, as worked.

36-6 TPP - OVERTIME

- .01 Where the TPP is in receipt of Overtime Days he shall be compensated for such days as follows:
 - a. Total Overtime Days times CD earned in the HEA in the Quarter divided by total CD earned in the Quarter equals Overtime Days paid at the HEA.
 - b. Total Overtime Days times CD earned in the LEA in the Quarter divided by total CD earned in the Quarter equals Overtime Days paid at the LEA.

36-7 TPP - VACATION ENTITLEMENTS

- .01 A TPP shall bid and shall be awarded his Vacation Entitlements based on his LEA.



SECTION 37

DURATION

This Agreement shall be effective April 01, 2015 and shall continue in full force and effect until its expiry date on March 31, 2020.

In witness thereof, the parties have signed this agreement on this _____ day of _____, 2015 at Kelowna, BC.

FOR KELOWNA FLIGHTCRAFT AIR
CHARTER LTD.

ASSOCIATION, INTERNATIONAL

Barry Lapointe
President

Captain Timothy G. Canoll
President

K. M. Tracy Medve
CEO

Captain Derek Porter
KFC MEC Chairman

Captain Mike Coulthard
Chief Pilot

Captain Ian Gold, KFC MEC Negotiating
Committee Chairman

Grant Stevens
Director, Human Resources

First Officer Tim Newbery, KFC MEC
Negotiating Committee Member

First Officer Nathan Lewis, KFC MEC
Negotiating Committee Member

Albert "Bert" Leger
ALPA Labour Relations Advisor

FOR THE AIR LINE PILOTS



APPENDIX 23 A

BENEFIT ASSIGNMENTS

DATE: _____

You are hereby directed to pay all compensation allowable to me, while missing, under the terms of SECTION 23 PERIL, or any subsequent specific agreement between Kelowna Flightcraft Air Charter Ltd. and the Air Line Pilots Association, International as follows:

TO: _____

(NAME)

(ADDRESS)

As long as living.

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

The previous direction may be modified from time to time by letter signed by the undersigned and any modification shall become effective upon receipt of such letter.

Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

(PILOT'S SIGNATURE)

APPENDIX 31 A



THE TRAINING AGREEMENT

LETTER OF AGREEMENT

BETWEEN

KELOWNA FLIGHTCRAFT AIR CHARTER LTD.

(Hereinafter Referred to as the Company)

5655 Airport Way, Kelowna Airport, Kelowna, B.C. V1V 1S1

A

COMPANY DULY REGISTERED IN THE PROVINCE OF

BRITISH COLUMBIA, CANADA

AND

(Fill in full name)

(Hereinafter referred to as the Pilot)

(Fill in full address)

An Employee of Kelowna Flightcraft Air Charter Ltd.

of

The Province of British Columbia, Canada



Representing the Pilots of Kelowna Flightcraft Air Charter Ltd.

The Company and the Pilot being separately and mutually agreeable do hereby agree to the following:

1.
 - A. The Company agrees to conduct or otherwise arrange the type of course and training stipulated herein.

(Stipulate training)
 - B. The Company agrees to conduct or arrange for said training at the following location and in accordance with the schedule herein. .

(Stipulate place, dates)
 - C. The Company agrees to provide the Pilot with a written invoice for the cost of the course in accordance with the following schedule:
 - i. Transportation (Included below)
 - ii. Meals (Included below)
 - iii. Accommodation (Included below)
 - iv. Course Instruction (Included below)
 - v. Company Overhead (Included below)

The total cost of the said course and or training shall be _____ Canadian funds.
2.
 - A. The Pilot agrees to attend the aforementioned course and / or training at the place and times prescribed.
 - B. The Pilot agrees to reimburse the Company in accordance with the terms and conditions set out in Section 3.
3.
 - A. The Company and the Pilot mutually agree that the term of repayment shall be over twenty four Calendar Months as specified in the Training Agreement schedule, Table A Section 32-02.01, commencing the first (1st) Day of the month specified below.

(STIPULATE Anticipated Starting Date _____)
 - B. The Company and the Pilot mutually agree that the payment per Calendar Month shall be calculated as follows:
 - i. Total cost of course or training divided by the number of Months as set out in the Training Agreement schedule, TABLE A Section 32-02.01 equals the payment per Calendar Month.
 - C. Payments shall be made to the following address:

Kelowna Flightcraft Air Charter Ltd.

5655 Airport Way

Kelowna, B.C.

V1V 1S1

Attention: Flight Operations
 - D. While a Pilot remains an active employee of the Company, the Company shall waive a Pilot's monthly Training Agreement payment and the amount of his Training Agreement shall decrease by such value every Calendar Month.



Representing the Pilots of Kelowna Flightcraft Air Charter Ltd.

- E. While a Pilot is on layoff status with the Company per Section 12, Reductions, Layoffs and Recalls, the Company shall waive a Pilot's monthly Training Agreement payment and the amount of his Training Agreement shall decrease by such value every Calendar Month.
- F. In the event a Pilot fails to qualify per Section 13-5 or Section 13-7, the Training Agreement value shall not decrease, and the Company shall not require re-imbursement of the monthly Training Agreement payment until successful completion of the Line Check.
- G. While a Pilot remains on Leave per Section 21-20 OCCUPATIONAL INJURY OR ILLNESS, the Company shall waive the Pilot's monthly Training Agreement payment, and the amount of his Training Agreement shall decrease by such value every Calendar Month.
- H. When a Pilot is on Leave other than Section 21-20, the Training Agreement value shall not decrease, and the Company shall not require re-imbursement of the monthly Training Agreement payment.
- I. Should a Pilot be terminated or released by the Company from employment, any outstanding Training Agreements shall be withdrawn and cancelled.
- J. The Pilot agrees that in the event he voluntarily leaves the employ of the Company prior to full repayment of the monies owing, the remaining payment obligations shall become immediately payable by the Pilot per Section 3(B) (i).
- K. In the event the balance owing becomes due and payable, the Company is entitled to deduct monies owing hereunder from any wages or benefits otherwise owing by the Company to the Pilot.
- L. In the event that the Pilot resigns before completing the course and/or training, the Pilot agrees to pay in full, all costs incurred to date of training per Section 1(c) of this Training Agreement.

THE PARTIES HEREBY BEING MUTUALLY AGREEABLE, SO SIGNIFY BY SIGNATURE THIS _____ DAY OF _____, 20____.

Witness

Kelowna Flightcraft Air Charter Ltd.

Witness

The Pilot