

AGREEMENT NO. 2

between

**BEARSKIN LAKE AIR SERVICE LTD.**

and

The Air Line Pilots in the Service of

Bearskin Lake Air Service Ltd.

as represented by

**THE AIR LINE PILOTS ASSOCIATION**

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PREAMBLE

This Agreement is made and entered into by and between Bearskin Lake Air Service Ltd., hereinafter referred to as the Company, and the Pilots in the employ of Bearskin Lake Air Service Ltd., as represented by the Air Line Pilots Association, hereinafter referred to as the Association.

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

MANAGEMENT RIGHTS

The Association recognizes that the Company has the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company, its affairs and the direction of employees, all of which are fixed exclusively with the Company.

## SECTION 1

### GENERAL SCOPE

#### 1.1 RECOGNITION

The Company recognizes the Air Line Pilots Association as the sole Collective Bargaining agent for all Pilots working for Bearskin Lake Air Service Ltd., (doing business as Bearskin Airlines), excluding Chief Pilots, Assistant Chief Pilots, Vice-President of Operations, and Director of Operations.

#### 1.2 FLYING OF COMPANY AIRCRAFT

1.2.1 Only Pilots whose names appear on the Pilots System Seniority List shall be assigned to any revenue flying as flight crew members on aircraft operated by the Company.

1.2.2 Notwithstanding 1.2.1 above, wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company under the circumstances listed below:

- a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control.
- b) To carry out charter flying for one or more parts of a charter where no appropriate Company aircraft or Pilots are available within a reasonable time period.
- c) To evaluate or enter into new markets where either no Pilots or no Company aircraft are available to complete the evaluation or new market entrance. The Association will agree to a wet lease for a period of up to, and including, one hundred eighty (180) days for the purpose of evaluating or entering into new markets, or evaluating new aircraft on existing services.
- d) The Company may enter into wet leases for a period of up to, and including, one hundred eighty (180) days provided such wet leasing does not result in the layoff of any Company Pilot. The Company will advise the Association of all wet leases. Any wet lease beyond one hundred eighty (180) days will only be by mutual agreement between the Company and the Association.

**SECTION 1 - GENERAL SCOPE (Continued)**

1.3            ISSUANCE OF AGREEMENT

1.3.1            The Company shall, no later than sixty (60) calendar days after signing the Agreement, distribute the printed Agreement to the Pilots. All costs for printing and new binders shall be shared equally by the Company and the Association.

1.3.2            The Company agrees to distribute all current Letters of Understanding to all Pilots on a one time basis concurrent with Section 1.3.1, and thereafter to distribute any new Letters of Understanding to all Pilots within thirty (30) calendar days after their respective signing dates.

1.3.3            The agreed format shall be double-side printed 5-1/2" X 8-1/2" pages punched for a three ring binder appropriate to size.

1.4            GENDER

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



## SECTION 2

### DEFINITIONS

- 2.1.1 **Base** shall mean a specific airport, designated by the Company and indicated on the Pilot's Seniority List from which a Pilot or group of Pilots operate scheduled or non-scheduled flights (i.e. CYQT).
- 2.1.2 **Bid Award** shall mean the written confirmation to the Pilot from the Company that he is the successful candidate for a position vacancy. A bid Award shall contain an effective date.
- 2.1.3 **Block** shall mean a monthly schedule of flight duty periods, training, vacation days, statutory holidays, and days off constructed for a Pilot.
- 2.1.4 **Bump** shall mean the mechanism whereby a Pilot may exercise his seniority to displace a more junior Pilot from his permanent position.
- 2.1.5 **Calendar Day** is considered to be a twenty-four (24) hour period from midnight to midnight.
- 2.1.6 **Calendar Month** shall mean any month as designated on a North American calendar (i.e. February, March, April).
- 2.1.7 **Captain** - the Pilot member of the flight crew first in command of the flight and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft, and who is properly qualified and designated by the Company to serve as, and hold currently effective Ministry of Transport Certificates authorizing him to serve as such Captain. When two or more Captains are designated on the same crew on a Company operated aircraft, the Pilot most senior on the Pilot's Seniority List shall be in command of the aircraft. Supervisory Pilots in the conduct of supervisory duties shall be exempt from this provision.
- 2.1.8 **Charter Flying** shall mean any revenue flying, assignments, or extra sections, not listed in any published passenger schedules.
- 2.1.9 **Check Pilot** means a Pilot who holds "Company Check Pilot" authority or any other Check Pilot authority as defined by the M.O.T.
- 2.1.10 **Day** means a calendar day.

## SECTION 2 - DEFINITIONS (Continued)

- 2.1.11 **Day Off** shall mean a calendar day on which the Pilot is not scheduled for duty of any nature.
- 2.1.12 **Designated non-flying Pilot** shall mean a Pilot appearing on the Designated Non-Flying Pilot list who has received an in-depth briefing from the Primary Training Pilot on that type of aircraft to conduct the duties of the non-flying Pilot during a flight test.
- 2.1.13 **Displacement** shall mean the removal of a Pilot by the Company from any flight(s) to which he has been assigned.
- 2.1.14 **Draft** shall mean the assignment of a Pilot to any duty on a day which he was not originally scheduled for duty.
- 2.1.15 **Deadheading** shall mean the positioning of a non-operating Pilot from one location to another at Company request.
- 2.1.16 **Duty Period** shall mean the period of time commencing forty-five (45) minutes prior to scheduled departure time or at the required reporting time, whichever is earlier, and continuing to fifteen (15) minutes after the scheduled arrival time, or actual arrival time, whichever is later (the duty period will commence thirty [30] minutes prior to the scheduled departure time, or the required reporting time, whichever is earlier, when a pilot is to report away from his home base.).
- 2.1.17 **Equipment** shall mean the type of aircraft to which a Pilot is assigned.
- 2.1.18 **First Officer** means the Pilot member of the Flight Crew who is second in command of the flight, and any part of whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds currently effective Ministry of Transport Certificates authorizing him to serve as such First Officer.
- 2.1.19 **Flight Time** shall mean air time plus one-tenth (.1) of an hour.
- 2.1.20 **Line Indoctrination Pilot** shall mean the Pilot who provides line indoctrination to a fellow Pilot as required by the Company, the Company Operations Manual, or the M.O.T.
- 2.1.21 **Management Pilots** shall mean those Pilots who are excluded from the Bargaining Unit as per Section 1.
- 2.1.22 **MOT** shall mean the Canadian Department of Transport.
- 2.1.23 **On Call** shall mean a Pilot is deemed to be on call when on a working day he is assigned an aircraft without a schedule or charter.

## SECTION 2 - DEFINITIONS (Continued)

- 2.1.24 **Pairing** shall mean an arranged schedule of flights constituting one or more consecutive duty periods, as assigned by the Company.
- 2.1.25 **Permanent Position** means a Position held by a Pilot for more than six (6) months duration.
- 2.1.26 **Personnel File** means the record of a Pilot's history of employment with the Company.
- 2.1.27 **Pilot** means Captain and First Officer as defined herein.
- 2.1.28 **Pilot Classroom Instructor** shall mean the person who provides courses as deemed necessary by the Company.
- 2.1.29 **Position** shall mean a Pilot's flying position held by a Pilot with regard to equipment, status and base (e.g. Captain Beech 99 YXL). A change in any or all the preceding shall constitute a change in the Pilot's position.
- 2.1.30 **Probation Period** means the assessment period for newly hired Pilots prior to their being considered permanent employees.
- 2.1.31 **Reassignment** shall mean the assignment of a Pilot on a scheduled working day to any flight(s) not originally scheduled in his pairing.
- 2.1.32 **Reduction** shall mean a decrease in the number of positions in status on an equipment type at a pilot base.
- 2.1.33 **Released** shall mean the time when relieved from all duty by the Company.
- 2.1.34 **Reserve** shall mean a period of time during which a Pilot so assigned must be available to be called for duty.
- 2.1.35 **Rest Period** shall mean a period of time spent on the ground during which a Pilot is relieved of all duty associated with the Company.
- 2.1.36 **Scheduled Flying** shall mean all revenue flying listed in any published passenger schedule, including extra sections.
- 2.1.37 **Simulator Non-flying Pilot** shall mean any Pilot designated by the Company to conduct the duties of the non-flying Pilot during a flight test in a simulator.
- 2.1.38 **Stand Alone Contract** shall mean a contract awarded to the Company that imposes special terms and conditions for a specific service to be provided on a full-time basis for the duration of such contract and will be subject to the terms and conditions as specified in Section 11.3 of the Collective Agreement (e.g. Sioux Lookout dedicated Air Ambulance).

**SECTION 2 - DEFINITIONS (Continued)**

- 2.1.39 **Standing Offer** shall mean an agreement between the Company and other persons in which the Company agrees to make available aircraft and crews to other persons on an as needed basis as determined by the other party and defined in Section 11.4 of the Collective Agreement.
- 2.1.40 **Status** shall mean Captain or First Officer.
- 2.1.41 **Temporary Position** shall mean a Pilot position of six (6) months or less duration.
- 2.1.42 **Training Pilot** shall mean any Pilot designated by the Company (Primary Training Pilot and Secondary Training Pilot) to conduct training for the purpose of upgrading or qualifying Pilots. Training duties shall include, but are not limited to: aircraft ground schools, flight training, simulator training, ground briefings associated with flight training and simulator training, acting as the non-flying Pilot on flight tests, and any pertinent office duties.
- 2.1.43 **Training File** shall mean the record of the history of a Pilot's flight and ground training with the Company.
- 2.1.44 **Vacancy** shall mean a new or unfilled Pilot position as determined by the Company.
- 2.1.45 **Year** means a complete calendar year.

## SECTION 3

### RATES OF PAY

- 3.1 a) Pilot wages and classifications shall be as set down in this section.
- b) A Pilot employed for a full month shall receive a minimum guarantee of seventy (70) hours Flight Time. The minimum guarantee shall be reduced by three and thirty-three one hundredths (3.33) hours for each calendar day that the Pilot did not work because he was on leave of absence, was absent due to medical reasons, failed to report for work, was laid off, was suspended, was terminated or had resigned.
- c) A Captain and/or First Officer shall be paid an hourly rate based on years of service on aircraft type with the Company. For the duration of this Agreement the Beech 99 and King Air A100 are considered to be like aircraft types.
- 3.2 First Officers will progress along the scale based on attaining the required service on the equipment type as listed herein. A First Officer who is promoted by the Company to Captain will receive the starting rate of pay for the equipment type when he is assigned by the Company as a full time Captain.
- 3.3.1 Captains and Co-Captains will progress along the scale based upon attaining the required service level on the equipment type as set out herein. Captains promoted to other equipment types will receive the starting rate of pay for the equipment type when he is assigned by the Company as a full time Captain, however, if this results in an hourly rate decrease, such Captain will be red circled until such time as his progression in service on the new equipment type equals or exceeds his current hourly rate.
- 3.3.2 Pilots in the position of Co-Captain will receive the rate of pay applicable for the position and aircraft type to which they are assigned.
- 3.4 Except in the case of a Co-Captain, when a Captain is temporarily assigned to serve as a First Officer on a flight, he shall maintain his current rate of pay as a Captain.
- 3.5.1 Pay periods will be on a twice monthly basis. Wages will be paid five regular banking days following the fifteenth (15th) of the month, and on the fifth regular banking day following the last day of the month. With the final payroll issued in each calendar year, the Company will issue a list of the payroll dates in the following calendar year.

**SECTION 3 - RATES OF PAY (Continued)**

- 3.5.2 The pay on the fifth regular banking day following the fifteenth (15) of the month, will be thirty five (35.0) hours at the applicable hourly rate, plus per diems, less the required deductions. The pay on the fifth regular banking day following the last day of the month, will be thirty five (35.0) hours at the applicable hourly rate, all adjustments, including allowances and expenses incurred on behalf of the Company, less the required deductions.
- 3.6.1 Any pay discrepancies, for which the Company is at fault, under one hundred dollars (\$100.00) will be paid on the next regular pay. Any discrepancies over one hundred dollars (\$100.00) will have a separate cheque issued within three (3) business days of the discovery of the discrepancy.
- 3.6.2 When a change in position necessitates a change in rate of pay, such change shall become effective at the commencement of the first revenue flight.
- 3.6.3 All Pilots will be required to submit completed payroll time sheets to the designated person at each base on the first day following the fifteenth and the first of the next month for processing to payroll. Failure of a Pilot to submit their time sheets by the deadline, more than once per calendar year, as noted herein will result in the Pilot having to wait until the next regular payroll to receive his cheque.
- 3.7 New hire Pilots shall receive fourteen hundred dollars (\$1,400.00) per month pro rated to the number of training days required while on training. The Pilot will receive pay as per the established rate herein when the Pilot conducts his first revenue flight, subject to 3.5.2 above.

3.8 HOURLY RATES

		<u>January 1, 1997</u>		<u>January 1, 1998</u>	
	<b>Service</b>	<b>CAPT</b>	<b>F.O.</b>	<b>CAPT</b>	<b>F.O.</b>
<b>METRO</b>					
LEVEL 1	0 - 1 Year	\$42.71	\$24.18	\$43.56	\$24.66
LEVEL 2	1 - 2 Years	\$47.32	\$26.79	\$48.27	\$27.33
LEVEL 3	2 - 3 Years	\$49.53	\$28.05	\$50.52	\$28.61
LEVEL 4	3 - 4 Years	\$50.77	\$28.74	\$51.79	\$29.31
LEVEL 5	4 - 5 Years	\$51.30	\$29.04	\$52.33	\$29.62
LEVEL 6	5 Years +	\$51.80		\$52.84	
<b>BE99/A100</b>					
LEVEL 1	0 - 1 Year	\$37.56	\$21.62	\$38.31	\$22.05
LEVEL 2	1 - 2 Years	\$41.88	\$24.11	\$42.72	\$24.59
LEVEL 3	2 - 3 Years	\$43.89	\$25.25	\$44.77	\$25.76
LEVEL 4	3 - 4 Years	\$45.15	\$25.98	\$46.05	\$26.50
LEVEL 5	4 Years +	\$45.61	\$26.25	\$46.52	\$26.78

3.8 HOURLY RATES (Continued)

January 1, 1999

	<b>Service</b>	<b>CAPT</b>	<b>F.O.</b>	
<b>METRO</b>				
LEVEL 1			0 - 1 Year	\$44.21
			\$25.03	
LEVEL 2			1 - 2 Years	\$48.99
			\$27.74	
LEVEL 3			2 - 3 Years	\$51.28
			\$29.04	
LEVEL 4			3 - 4 Years	\$52.57
			\$29.75	
LEVEL 5			4 - 5 Years	\$53.11
			\$30.06	
LEVEL 6	5 Years +	\$53.63		
 <b>BE99/A100</b>				
LEVEL 1			0 - 1 Year	\$38.88
			\$22.38	
LEVEL 2			1 - 2 Years	\$43.36
			\$24.96	
LEVEL 3			2 - 3 Years	\$45.44
			\$26.15	
LEVEL 4			3 - 4 Years	\$46.74
			\$26.90	
LEVEL 5			4 Years +	\$47.22
			\$27.18	

3.9.1 (a) Primary Training Pilots will receive an additional three hundred dollars (\$300.00) per month in addition to their hourly rate for conducting training.

3.9.1 (b) Secondary training Pilots will receive one hundred and fifty dollars (\$150.00) for each month that they are required to do training in addition to their hourly rate.

3.9.2 (a) Simulator Non-Flying Pilots shall receive thirty dollars (\$30.00) for conducting their duties in the simulator during flight tests.

3.9.2 (b) Designated Non-flying Pilots will receive thirty dollars (\$30.00) for conducting their duties during an aircraft flight test in addition to their hourly rate.

3.10 Classroom Instructors, Training Pilots and Authorized Check A Pilots shall receive twenty dollars (\$20.00) for each hour of ground instruction.

- 3.11 Line Indoctrination Captains shall receive an additional ten dollars (\$10.00) per flight hour for carrying out line indoctrination.
- 3.12 Authorized Check "A" Pilots in the performance of IFR or PPC Flight tests will receive one hundred dollars (\$100.00) per month in addition to their regular hourly rate.
- 3.13 A Pilots actual flight time in excess of one hundred hours (100) in a calendar month, shall be paid at the rate of time and one half (1-1/2 X) the Pilots hourly rate for each flight hour, or portion thereof, in excess of one hundred hours flight time.



3.14 For Pilots on active payroll at the date of ratification of this Collective Agreement shall receive for the period of December 23, 1995 to December 31, 1996 a two and one half (2.5) per cent adjustment as follows:

Gross pay to December 31, 1996 minus (per diems and allowances) times 2.5% (less statutory deductions).

## SECTION 4

### HOURS OF SERVICE

- 4.1 One hundred (100) hours flight time per calendar month shall constitute the normal monthly maximum for Pilots. A Pilot may be required to extend the monthly maximum up to one hundred twenty (120) hours flight time in a calendar month, not more that three (3) times per calendar year.
- 4.2.1 For each duty period, the pay earned shall be the greater of (a) or (b) or (c) below:
- (a) Effective January 1, 1997 the current block pay system will no longer be utilized. Pay will be based on a Pilots actual flight time.  
  
This Flight Time pay system shall remain in effect on a type trial basis throughout the term of this Collective Agreement, during which the parties will jointly monitor its application. Either party may discontinue this system following the first year of application and revert to the former pay system set out in the Memorandum of Settlement dated September 27, 1996 by providing the other party with sixty (60) days written notice.
  - (b) When on a Charter flight, for each 2.5 hours of actual at work duty time, the Pilot will receive a credit of one (1) flight hour at the Pilot's applicable hourly rate.
  - (c) A credit of one (1) hour of pay for each six (6) hours in an actual trip period, rounded to the nearest minute. Such time to begin forty-five (45) minutes prior to the scheduled departure time, or at the required reporting time, whichever is earlier in the case of a flight departing from a Pilots home base, and shall continue until released from all duty with the Company at his home base.
- 4.2.2 A Pilot's actual flight time in excess of one hundred (100) hours in a calendar month, shall be paid at the rate of time and one half (1-1/2 X) the Pilots applicable hourly rate.

#### **SECTION 4 - HOURS OF SERVICE (Continued)**

- 4.3 In any calendar month, a Pilot shall be released from all duty for the Company upon reaching one hundred twenty (120) hours flight time.
- 4.4 A Pilot shall be scheduled a minimum of twelve (12) days off per calendar month, at his home base, free of all duty.
- 4.5 By 1900 hours local time the previous day, all Pilots with a scheduled day on, will be assigned to duty, placed on reserve, or released from all duty.
- 4.6 When a Pilot, acting as a Training Pilot and/or a Check Pilot is conducting training or checking on his scheduled day on or in conjunction with a normal daily pairing, this will count as one (1) working day. When a Pilot acting as a Training Pilot and/or a Check Pilot is called in to work in this capacity, he will be credited with one working day.
- 4.7 A Pilot shall be considered on duty during all deadheading. For pay purposes, a Pilot shall receive one half (1/2) hour pay at the applicable hourly rate for each hour spent deadheading by air, and one third (1/3) hour pay at the applicable hourly rate for time spent deadheading by surface transportation.
- 4.8 At a Pilot's home base, a duty period will commence forty-five (45) minutes prior to the scheduled departure time or at the required reporting time, whichever is earlier. Away from a Pilot's home base, a duty period will commence thirty (30) minutes prior to the scheduled departure time or at the required reporting time, whichever is earlier. In both cases, the duty period will end fifteen (15) minutes after the termination of the flight.
- 4.9 The maximum duty period will be fifteen (15) hours except as follows:
- a) Pilots who have been on reserve all day and whose duty periods commence between 2300 and 0430 hours local time (silent hours), or when one-third of the duty period falls between the hours of 2300 and 0430 hours local time, the maximum duty period will be twelve hours.
  - b) Duty periods as defined in a) above, may be scheduled up to fifteen (15) hours providing that a break in the duty period exists of four (4) hours from scheduled arrival to scheduled departure.
- 4.10 The maximum number of scheduled landings in any duty period will be sixteen (16) for all aircraft up to and including 12,500 pounds gross weight. For aircraft over 12,500 pounds gross weight, the maximum number of landings will be twelve (12) in any duty period.

**SECTION 4 - HOURS OF SERVICE (Continued)**

- 4.11 Except for charter Crews, the minimum rest period will be nine hours and fifteen minutes (9:15) between duty periods, with the opportunity provided for eight hours prone rest uninterrupted by the Company.  
NOTE: Should the new CARS regulations identify that this is a violation this provision will be amended as required.
- 4.12 When a change in calendar month occurs enroute, the date on which the duty period originates shall be considered the date to which all flight and duty time is to apply. In the event of delayed operations at the end of the month, the scheduled originating date of the flight shall be considered the date on which the flight originates and to which date all flight and duty times shall apply.
- 4.13 The Company will designate the start and finish of all duty periods on the schedule.

**SECTION 5**

SCHEDULING

5.1 GENERAL

5.1.1 Blocks will be constructed by the ALPA Scheduling Committee, ensuring all operational requirements of the Company are met. Pilots shall submit their requested block schedule to the ALPA Scheduling Committee by the fifteenth (15) of the month previous to the monthly block period affected. This Committee shall consider all written requests of the Pilots and construct a monthly block. This Block Schedule will be submitted to the Company by 1200 hours (local time) on the nineteenth (19) of the month previous to the monthly block period affected. The Committee, in preparing the Block Schedule for the Company's approval, shall adhere to the scheduling rules outlined herein.

5.1.2 The daily scheduling of duties for Pilots with an assigned pairing for the day affected will be at the discretion of the Company. The assigned duties will be published by the Company by 1900 hours (local time) the day previous to the day affected. Dispatch shall be responsible for informing Pilots of any changes to the published daily schedule.

5.1.3 With the exception of Customer contract requirements, Pilots on charter shall be given not less than the following notice to report for duty:

CYQT.....	Sixty (60) minutes.
CYXL.....	Sixty (60) minutes.

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

5.1.4 Notwithstanding drafting, no Pilot will be called on a scheduled working day, or be reassigned immediately preceding a day off if he can not be scheduled to return to home base prior to 0100 hours (local time) on a scheduled day off. For the purpose of this subsection, the Company shall not be responsible for delays beyond the Company's control. (e.g. damaged aircraft, mechanical delays, weather, etc.)

## **SECTION 5 - SCHEDULING (Continued)**

5.1.5 The daily schedule published by the Company shall include a pairing summary of all known and forecast scheduled, contract charter and extra section flying, as well as confirmed charter flying. The daily schedule shall include, but not be limited to, the following:

- a) Flight crew first and last names.
- b) Flight number(s) (including deadhead flights and/or other means of deadheading).
- c) Points of initial departure and final destination for the pairing.
- d) Local time(s) of initial departure of all flights.
- e) Local time at which duty ends.
- f) Hotel name and confirmation by dispatch.
- g) Layover elapsed time(s).

The names only of Reserve Crews shall be noted on the daily schedule.

### **5.2 BLOCK CONSTRUCTION**

5.2.1 Blocks will be built up to a maximum of five (5) consecutive working days. Pilots scheduled for four (4) or more consecutive working days shall then receive not less than two (2) consecutive days off.

5.2.2 A Pilot working a partial month due to being newly hired, returning from long term sick leave, or leave of absence shall have his days off pro-rated.

5.2.3 Pilots will be scheduled for twelve (12) days off in a month. Pilots may be drafted for one (1) of the twelve (12) days. Pilots who are drafted into their eleven (11) remaining scheduled days off will receive their flight time for each day drafted. In addition a 3.33 hour credit will be paid for each draft into the eleven (11) over and above his seventy (70) hour guarantee or flight time for the month which ever is greater.

5.2.3.1 Notwithstanding 5.2.3, a Pilot while on Simulator or CCP training may be given days off away from his home base.

5.2.4 At the discretion of the Company, a Pilot may receive days off immediately before and/or after his scheduled annual vacation or statutory holidays.

## **SECTION 5 - SCHEDULING (Continued)**

5.2.5 The Company shall provide the following information to the ALPA Scheduling Committee by the fifteenth (15) of each month;

- a) The names and seniority numbers of all Pilots who require line indoctrination, training and/or check flights, line checks, simulator training, classroom training periods, ground schools, and MOT medical examinations.
- b) The names and seniority numbers of all Pilots taking vacation, leaves of absence, long term sick leave.
- c) A daily projection of Flight Crew required.

5.2.6. Vacation periods, block overlap, Company meetings, all training, ground school periods, check rides and line indoctrinations will be placed on a Pilots block prior to any other bid preference.

5.2.7 Block awards shall be published no later than the twenty-fifth (25th) of each month prior to the month for which the block award is effective.

5.2.8 If problems arise during the block building process and all guidelines for scheduling have been adhered to, the ALPA Scheduling Committee and the Company will consult on how the problem will be resolved.

### **5.3 BLOCKING ERRORS/CHANGES**

5.3.1 Errors discovered in the published block(s) and/or changes required after the commencement of the period to which the blocks pertain will be corrected at the discretion of the Company after consultation with the Chairman of the Scheduling Committee or his designate. Pilots affected and the Chairman of the Scheduling Committee will be notified immediately of the changes.

### **5.4 PAIRING EXCHANGE**

Subject to approval by the Director of Operations or his designate, pairing trades will be allowed in the following manner:

5.4.1 Pilots will be allowed to trade pairing(s), reserve duty periods, days off or a combination thereof, with other Pilots in the same status and equipment.

## **SECTION 5 - SCHEDULING (Continued)**

- 5.4.2 Pilots wishing to exchange pairing(s) and/or days off will put their request in writing on a memo with the date, names and signatures of the people exchanging to Dispatch.
- 5.4.3 Subject to advance approval by the Chief Pilot or his designate, Pilots will be allowed to trade schedules or portions thereof. Pilots wishing to make such trades shall put their requests in writing with the date, names and signatures of the relevant parties.
- 5.3 RESERVE
- 5.5.1 A Pilot not assigned duty by 1900 hours local time the day prior will be considered to be on reserve.
- 5.5.2 A reserve Pilot shall be considered on call at all times during his reserve period. Should he leave his place of residence, he shall advise Dispatch how he can be reached.
- 5.5.3 Dispatch shall make at least the following attempts to reach a Pilot on reserve:
- a) Telephone not less than twice, with not less than ten (10) minute intervals between calls, and/or;
  - b) Paged not less than twice, with not less than ten (10) minute intervals between pages. Pagers will be the responsibility of the Pilot, as per present Company practice.
- 5.5.4 A reserve Pilot who reports for a flight that does not operate may be reassigned, however, his duty period shall commence at the reporting time of his first assigned pairing.
- 5.5.5 Where no aircraft is assigned, a Pilot on reserve shall receive a credit of one point two (1.2) hours towards his seventy (70) hour guarantee or flight time for the day whichever is greater.
- In the application of this provision it is understood that a Pilot will not be placed "on-call" solely to avoid the reserve credit set out above. Assignment of Charter Aircraft will continue to be utilized as per present operational practice.
- 5.6 REASSIGNMENT
- 5.6.1 When a blockholder's pairing or portion of a pairing is cancelled or changed, he will be reassigned or released of all duty.



## **SECTION 5 - SCHEDULING (Continued)**

### **5.7 DRAFTING**

- 5.7.1 A Pilot who has not reached any of his monthly maximums, shall be eligible to be drafted by the Company, provided Section 5.7.4 does not apply.
- 5.7.2 A Pilot who is drafted shall receive a minimum of three (3) hours credited flight time at the Pilot's applicable hourly rate.
- 5.7.3 When drafted, a Pilot's block shall not be extended to more than seven (7) consecutive working days. When a draft results in a Pilot being scheduled for four (4) or more consecutive working days, he shall then receive not less than two (2) consecutive days off.
- 5.7.4 No Pilot shall be obligated to accept a draft during a scheduled vacation period and/or a scheduled Statutory Holiday.
- 5.7.5 If a pilot can not be scheduled to return to home base prior to 0100 hours (local time) of a scheduled day off, he shall be considered drafted. For the purpose of this subsection, the Company shall not be responsible for delays beyond the Company's control (e.g. Damaged Aircraft, Mechanical Delays, Weather, etc.).

### **5.8 MEC CHAIRMAN SCHEDULING**

At the discretion of the Company and subject to operational requirements, the MEC Chairman may be allowed up to five (5) additional days off, without pay, in a calendar year to be scheduled off to conduct Association business.

Any problems which arise with respect to Section 5, Scheduling, during the term of this Agreement, may be discussed between the Company and the Association and any amendments arising from such discussion will be made in writing by mutual agreement between the Company and the Association.

For the purpose of time balancing, the Association and the Company will meet quarterly to review and discuss CARS and time balancing.

## **SECTION 6**

### **SENIORITY**

#### **6.1 GOVERNING PRINCIPLE**

A Pilot's seniority shall govern the awarding of all positions (i.e. the opportunity to qualify on other aircraft and/or change status and/or change base). A Pilot's seniority shall also govern retention in case of reductions in force and recall after layoff ( the most junior Pilot being the first to be laid off, the most senior Pilot being the last to be laid off and the first to be recalled), the awarding of the monthly schedule, and the choice of vacation periods.

#### **6.2 GENERAL**

6.2.1 The Company will maintain a Pilot Seniority List. The System Seniority List dated January 1, 1995 shall form part of this Agreement and is attached hereto as "Appendix A". Seniority on the Pilot System Seniority List will begin to accrue from the first day on which the Pilot appears on the Company payroll as a full-time Pilot and will continue to accrue except as otherwise provided for in this agreement.

6.2.2 Where two (2) or more Pilots commence employment on the same date, their relative seniority on the Pilot System Seniority List will be determined by a lottery mutually acceptable to the Company and the Association.

6.2.3 A Pilot transferred to a non-flying or management Pilot status shall maintain and accrue seniority.

#### **6.3 SENIORITY LIST**

6.3.1 All Pilots in the employ of the Company shall have their names posted on the Pilot System Seniority List. Such list shall contain in order of seniority the names of all Pilots and their respective date of hire as a full-time Pilot. This list shall be published on January 1 and July 1. A copy of the most recent seniority list is to be posted on the Pilot Bulletin Board at each place where Pilots are based within thirty (30) days of each respective date above and is not to be removed until replaced by a corrected or new list. The Company shall be responsible for the maintenance and posting of the Pilot Seniority List.

## **SECTION 6 - SENIORITY (Continued)**

- 6.3.2 A Pilot shall be permitted a period of twenty-one (21) days after the posting of the System Seniority List within which to protest the Company any omission or incorrect listing affecting his seniority, except that when a Pilot is on vacation, sick leave, or is out of the country when such list is posted, he shall have seven (7) days after his return, or until the end of the twenty-one (21) day period, whichever is later, to register such protest.
- 6.3.3 Any incorrect posting or other discrepancy which went unprotested on a previous System Seniority List shall not be protested on any subsequent posting. However, by mutual agreement, the Company and the Association shall have the power to correct errors at any time.
- 6.3.4 Seniority errors that can not be satisfactorily disposed of shall be handled in accordance with Section 23, GRIEVANCE PROCEDURE.

### **6.4 LOSS OF SENIORITY**

A Pilot shall lose his seniority and be deemed to have left the employ of the Company if he:

- 1) resigns
- 2) is discharged
- 3) is retired subject to mutual agreement between the Company and the Association

## **SECTION 7**

### MANAGEMENT PILOT FLYING

- 7.1 Nothing in this Agreement shall restrict the Company's right(s) to transfer Pilots to non-flying or Management Pilot status with their concurrence or the right to withdraw Pilots from non-flying or Management Pilot status.
- 7.2 Management Pilots shall be allowed to perform such duties as required by the Company to meet its service requirements.
- 7.3 A Pilot returning from Management Pilot status will be able to return to the line only in the position his seniority will allow him to hold.
- 7.4 A Pilot may be removed from his flight(s) by a Management Pilot and may be reassigned by the Company to such other flight(s) as may be required subject to service requirements.
- 7.5 Revenue hours flown by Management Pilots shall be made available to the Association upon request.
- 7.6 The Association shall be notified of any additions and/or deletions to the Management Pilot staff.

## **SECTION 8**

### **PROBATION**

- 8.1 New Pilots will be required to serve a probation period of twelve (12) months of cumulative service with the Company from his date of hire. The Company has the sole right to retain or discharge any employee during his probation period. Grievances may be presented in connection with the discharge of probationary employees, but shall not be arbitrable.
  
- 8.2 Laid off Pilots on probation, when recalled for duty, shall be credited with their previous period of employment in fulfilling their probation period.

## SECTION 9

### FILLING OF POSITION VACANCIES

9.1.1 Where a vacancy for a permanent position or temporary position occurs, the Company will post a notice on Company bulletin boards and with a copy to the Association setting out the following information with respect to the vacancy:

- a) Status;
- b) Base;
- c) Equipment Involved;
- d) Effective Date;
- e) Closing Date of Posting; (which shall be at least five (5) days after the time of initial posting, so that Pilots may change their Statements of Preference)

9.1.2 Any Pilot may submit a bid for a position vacancy in writing to the office of the Director of Human Resources in the form of a Statement of Preference. Pilots will only bid on position vacancies that they are currently qualified to hold. Such Statement of Preference shall serve as a standing bid for all vacancies. This Statement of Preference may be changed at any time and will only be cancelled by:

- a) A withdrawal; or,
- b) A superseding Statement of Preference; or,
- c) An award to the Pilot of a Permanent Position.

Statements of Preference shall be forwarded by the Pilot to the Director of Human Resources, who will forward a signed and dated copy to the MEC Chairman for Bearskin Airlines. Only those Statements of Preference on file with the Director of Human Resources at the time of the closing date of the posting will be considered.

- 9.1.3
- a) All Permanent Position Vacancies will be filled by seniority, provided that all minimum requirements contained in the Ministry of Transport regulations, Customer criteria and this Collective Agreement are met.
  - b) A joint committee comprised of the Company and the Association will establish and publish criteria for the selection of Pilots to fill all position vacancies. The most senior Pilot who bids for a position vacancy, and meets these requirements, will be awarded the position. A Pilot awarded a position listed on his Statement of preference will be bound by such award unless extenuating circumstances exist of a nature satisfactory to the Company.

## **SECTION 9 - FILLING OF POSITION VACANCIES (Continued)**

- 9.1.3 c) It is understood that there shall be no downward bidding for position vacancies. However, in recognition of exceptional circumstances, the parties agree that downward bidding may be approved by mutual agreement between the Association and the Company.
- d) The criteria for Captain upgrades shall be as follows:
- 1) Captain 12,500 lbs. gross take off weight and under:
    - 2000 hours total time
    - ATPL

A Pilot who has failed two (2) PPC/IFR check rides in the previous twenty-five (25) months will be ineligible for upgrade. A PPC/IFR check ride of less than one (1) year duration is considered a failure. Any Pilot who has failed a PPC/IFR check ride in the previous six (6) months will not be considered for upgrade.

NOTE: For the purpose of meeting the criteria for Captain upgrades, and for fulfilling customer requirements, First Officers will, based on operational requirements, be granted a Captain's PPC/IFR check ride on his second and subsequent check rides on his current equipment type, and be subsequently supervised in such capacity by a line Captain. At all times it will be at the discretion of the line Captain to allow such activity.

Where a customer requirement exceeds the criteria set out in 9.1.3 (d) (1) above, that position shall be filled on a temporary basis until the most senior Pilot who bid meets the criteria in accordance with 9.1.3 (a) for the position, at which time, the vacancy will then be filled by the most senior Pilot who bid.

- 2) Captain over 12,500 lbs. gross take off weight:
  - 3500 hours total time
  - 1000 hours Multi Engine Turbine P.I.C of which 500 hours have been a Captain's position on any Multi Engine Turbine IFR aircraft having a certified gross take-off weight of 10,400 lbs or higher; or
  - 500 hours Multi-engine turbine P.I.C and 1000 hours with the Company as a First Officer on aircraft over 12,500 lbs gross take-off weight.
  - ATPL
  - Two (2) years experience in instrument flight operations

A Pilot who has failed two (2) PPC/IFR check rides in the previous twenty-five (25) months will be ineligible for upgrade. A PPC/IFR check ride of less than one (1) year duration is considered a failure. Any Pilot who has failed a PPC/IFR check ride in the previous six (6) months will not be considered for upgrade.

## **SECTION 9 - FILLING OF POSITION VACANCIES (Continued)**

- 9.1.4 Within fifteen (15) calendar days following the closing date of the posting, the Company shall inform the successful candidate(s) and advise the Association of the award(s).
- 9.1.5 If the Company receives no applications for a Pilot vacancy, or no applicants meet the criteria established by the committee according to Section 9.1.3 and Section 9.2.2, the Company may hire a new Pilot to fill the position or assign the most junior Pilot.
- 9.1.6 a) A Pilot successfully bidding a Position Vacancy may be frozen at Company discretion for a period of up to twelve (12) months for aircraft of 12,500 pounds gross take off weight or less, and twenty-four (24) months for aircraft over 12,500 pounds to 16,500 pounds gross take off weight. During any freeze period, First Officers after serving half the freeze time, as defined herein, will be permitted to bid on any Captain vacancies, irrespective of Section 9.1.7.

The Company may, at its discretion, waive such freeze period.

- b) In the event a Pilot fills a vacancy that requires additional training and the entering into of a training agreement as referred to in Section 10, the Pilot shall continue in that new position for a period of at least one (1) year for aircraft having a gross weight of 12,500 pounds or less, and for aircraft having a gross weight of 12,501 pounds to 16,500 pounds, two (2) years. Pilots who are required to remain in the position by the training agreement for these minimum periods shall not be able to successfully bid on further vacancies.
- 9.1.7 During any freeze period a Pilot will be permitted to bid on other Positions provided the effective date of the applicable Position will begin after the freeze period.
- 9.1.8 a) When there is a reduction in Positions, but no reduction in the number of Pilots, a Pilot displaced from his position shall be permitted to exercise his bumping rights in accordance with the Collective Agreement.



## **SECTION 9 - FILLING OF POSITION VACANCIES (Continued)**

- 9.1.8           b)    When the Company moves an aircraft from an existing base to another existing base, and there is no reduction in the number of Pilots, Pilots affected by the movement of the aircraft will be notified in order of seniority and allowed to follow the aircraft and retain their status. Where Pilots decide not to go with the aircraft to the new base, position vacancies will be declared at the new base and the junior Pilot(s) at the existing base shall exercise his seniority in accordance with the Collective Agreement.

The Company and the Association shall meet to discuss and devise a plan for the implementation of the above situations.

### **9.2            TEMPORARY POSITIONS**

- 9.2.1           Position vacancies will be considered temporary, and designated as Temporary Positions, under the following conditions:

- a)    When the Company designates that a requirement for additional Pilots at a base is for a period of six (6) months or less; or
- b)    When a vacancy is created by sickness or granting of a leave of absence provided that the illness or leave of absence is not expected to last more than six (6) months.
- c)    Vacancies resulting from maternity and child care leaves, will be determined temporary for the term of such leave.

- 9.2.2           Temporary positions will be awarded as provided in 9.1.3 and 9.2.1 above.

- 9.2.3           When a Temporary Position remains in effect after six (6) months, or it is determined that such a Position will last for more than six (6) months, the Temporary Position shall be designated as a Permanent Position unless otherwise mutually agreed upon between the Company and the Association.

- 9.2.4           When a Temporary Position ceases to exist, the Pilot holding the Temporary Position shall return to his Permanent Position.

**SECTION 10**

TRAINING

PREAMBLE The Company shall provide training opportunities as has been the practice in the past. The discretion to offer or not to offer training to the Pilots is vested solely with the Company. The Company is under no obligation to pay for the wages of the Pilots and/or any other costs associated with the training except as provided herein.

1. Pilots who have completed less than two (2) years of continuous service with the Company shall be required to sign training agreements in the form attached as a condition precedent to participating in any training program. The training agreement will set out a promise to pay for the amount of the training costs estimated to a predetermined value and shall be enforceable as specified in the agreement document should the Pilot fail to complete the training program and/or fail to complete a defined service period upon return from the training.
2. Pilots who have completed more than two (2) years and less than three (3) years of continuous service with the Company shall be required to sign training agreements for one half (1/2) the value of the training in the form attached as a condition precedent to participating in any training program. The training agreement will set out a promise to pay for the amount of the training costs estimated to one half (1/2) of the predetermined value and shall be enforceable as specified in the agreement document should the Pilot fail to complete the training program and/or fail to complete a determined service period upon return from the training.
3. The service periods shall be as listed below:

<u>AIRCRAFT TYPE</u>	<u>REQUIRED SERVICE PERIOD</u>
up to 12,500 lbs.	one (1) year of continuous service
12,501 to 16,500 lbs.	two (2) years of continuous service
4. Training agreements in existence at the time of promotion may, at the discretion of the Company be adjusted as provided under Section 9 and Section 17 of the Collective Agreement.

## SECTION 10 - TRAINING (Continued)

Effective January 1, 1997:

Pilots will be permitted to combine training agreements when bidding upward by combining the remaining duration and amount of the current agreement with the new agreement.

e.g. A current Beech training agreement with six (6) months and \$2000.00 remaining combined with a new twenty four (24) month \$10,000.00 Metro training agreement will have a combined duration of thirty (30) months and a value of \$12,000.00.

In addition the time remaining in the original training agreement will be added to the two (2) year service requirement set out in provision #2 above.

The combining of training agreements will have no effect on the three (3) year period set out in provision #2 above.

### 10.1 GENERAL

- 10.1.1 Training opportunities include, but are not limited to, initial and recurrent ground school, flight and simulator training, PPC/IFR check rides, competency checks (under air taxi rules- CARS 703), dangerous goods training, emergency procedures training, deicing training, line indoctrination and other specialized training.
- 10.1.2 (a) No training shall be required on days off unless mutually agreed to between the Company and the Pilot. Any training on a day off shall be considered a draft.  
(b) Notwithstanding Section 10.1.2 (a), a Pilot may be required to conduct his training or participate in his check ride on a day off, and shall not be considered a draft, if such training and check ride are the result of his previous IFR/PPC check ride failure.
- 10.1.3 A Pilot shall receive at least two (2) days advance notice for all training. With the agreement of the Pilot, less notice will be acceptable.
- 10.1.4 Prior to an initial aircraft ground school, a Pilot shall receive one (1) calendar day free of all duty.
- 10.1.5 A period of ground training will not be scheduled for more than eight (8) hours in any calendar day. Where possible, ground training will be scheduled on a continuous basis until completion.
- 10.1.6 Unless agreed otherwise by the affected parties, when multiple flight training sessions are scheduled, there will be no more than two (2) trainees on the aircraft at one time.

**SECTION 10 - TRAINING (Continued)**

10.1.7 On the day of any PPC/IFR check ride or competency check (CARS 703) the candidate will not be scheduled for more than five (5) hours of duty prior to commencing that ride. In addition, a candidate will be given one (1) hour free from duty prior to the commencement of this ride. If a candidate is required to deadhead for the purpose of a ride, and the deadhead time is less than two (2) hours, then such deadhead time will be considered as all or part of the one hour free from duty time.

- 10.1.8
- a) The Company shall designate a Primary Training Pilot(s) for each type of aircraft and a Secondary Training Pilot for each type as demand dictates.
  - b) Dependant on operational requirements and availability, PPC/IFR check rides or competency check (CAR 703) will be scheduled with one of the Company Training Pilots as the non-flying Pilot. During any flight test the Company Check Pilot will not occupy the seat of the non-flying Pilot. If a Primary Training Pilot is not available then a Pilot appearing on the Designated Non-flying Pilot list for that type can be utilized. In the event that none of the above Pilots are available on the day of the ride, a senior Pilot on the schedule for the ride day will be appointed by the Company to be the non-flying Pilot subject to operational requirements.

The Company will post a notice requesting volunteers. A list will then be created by the Primary and Secondary Training Pilot(s) on type in conjunction with the MEC Chairman regarding the suitability of anyone on this list subject to Company approval.

10.2 INITIAL NEW HIRE TRAINING

A new hire Pilot who fails to qualify during any phase of his initial training, shall have his future employment status determined by the Company.

10.3 FAILURE TO QUALIFY IFR/PPC/ COMPETENCY CHECK AS IT APPLIES AND/OR FAILURE TO QUALIFY - CONVERSION, STATUS OR EQUIPMENT

10.3.1 Pilots failing to satisfactorily demonstrate the required proficiency during a check ride or line indoctrination check, will be provided the following:

**SECTION 10 - TRAINING (Continued)**

- a) in the case of a check ride for PPC and/or IFR failure - up to a maximum of two (2) additional hours of training followed by a second check ride.
- b) in the case of a line indoctrination check failure - up to a maximum of ten (10) additional hours of line indoctrination followed by a second line indoctrination check.

10.3.2 The scheduling of the second attempt will be established by the Company following examination of the reasons for the first failure and discussions with the Pilot and, if requested by the Pilot, a representative of the Association.

10.3.3 The Pilot shall have the option of having the additional training and check ride conducted by a different Training Pilot and Company Check Pilot or a Transport Canada Flight Test Examiner, provided that they are readily available on site.

10.3.4 If the Pilot fails a second time, his case shall be reviewed by the Company in consultation with the Association and he shall be advised in writing within thirty (30) days of his current and future status with the Company. He will then be eligible for the provisions of Section 23, GRIEVANCE PROCEDURE.

**SECTION 10 - TRAINING (Continued)**

10.4            TRAINING AGREEMENT: 12,501 lbs. to 16,500 lbs.

**TRAINING AGREEMENT**

B E T W E E N:

**BEARSKIN LAKE AIR SERVICE LTD. ("Bearskin") and \_\_\_\_\_ ("Pilot")**

**SINCE:**

- (a) Bearskin is a commercial air carrier using Pilots to operate its aircraft; and the Pilot wishes to receive training as specified in this agreement;

The Parties agree as follows:

1. The training consists of: \_\_\_\_\_  
\_\_\_\_\_ as specified in Bearskin's present Operations Manual.
2. The value and cost of the training, and the compensation agreed to be payable to Bearskin under this agreement is \$\_\_\_\_\_.
3. Bearskin agrees to provide the training to the Pilot who agrees to make himself available for training as required and to apply his best effort to it. Timing and completion shall be at Bearskin's direction.
4. The Pilot agrees to make his services available to Bearskin full-time for a period not less than two (2) years following the completion of the training.
5. If the Pilot abandons his training, or if he fails to make his services available to Bearskin as stated above, or if the Pilot is considered unfit for Pilot duties by Bearskin for cause, then the Pilot will forthwith pay Bearskin compensation for the training in the amount as specified in paragraph 2. This amount to be reduced by 1/24th for each complete month the Pilot makes his services available on a full-time basis to Bearskin after completion of the training.
6. As security for due payment of the training compensation amount payable in paragraph 5 of this agreement, the Pilot will, on execution of the agreement, pay to Bearskin the sum in paragraph 2 hereof. Bearskin will repay to the Pilot or his assign, 1/24th of that sum for each consecutive month the Pilot makes his services available as stated in paragraph 5.
7. The Pilot authorizes and directs Bearskin to pay any sum becoming due to Bearskin under the terms of paragraph 5 from the funds paid to Bearskin under paragraph 6.

**SECTION 10 - TRAINING (Continued)**

8. Bearskin will pay interest to the Pilot on the balance from time to time on the amount stated in paragraph 6 at \_\_\_\_\_% per annum, interest to be paid monthly on the amount of deposit held at the end of the previous month. If no interest rate is specified above, it shall be the lowest prime rate charged by the Royal Bank in the month prior plus 1% per annum.
9. In the event of a dispute under this agreement, such dispute shall be addressed through Section 23, GRIEVANCE PROCEDURE.
10. The remaining training compensation amount will become due and payable by the Company in the event of:
  - (i) A work shortage on aircraft type which necessitates the Pilot to be laid off;
  - (ii) Bankruptcy of Bearskin Lake Air Service;
  - (iii) Death of the Pilot.
11. If Bearskin has cause for dismissal of the Pilot, nothing in this agreement obligates Bearskin to further employ the Pilot's services.
12. The Pilot agrees that if no advance payment is required for training on aircraft type, the Pilot shall guarantee to Bearskin two (2) years of service as a full time employee.
13. The Pilot authorizes and directs Bearskin to recover any and all training compensation amounts owing the Company for training on aircraft type if the Pilot fails to commit to the guaranteed time frame as specified in paragraph 12. The cost recovery will be by, but not limited to, the use of payroll deductions.
14. The Pilot and Bearskin specifically agree it is contemplated by both parties, and specifically agreed by both, that in the event the Pilot does not perform his obligations, and specifically his obligations with regard to length of employment after training, Bearskin shall have the right to deduct from any wages, benefits, vacation pay or other monies otherwise owing to the Pilot an amount or amounts as necessary to satisfy the amount owing to Bearskin by the Pilot. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly and by implication for Bearskin to take full advantage of this equitable right.
15. Bearskin agrees, at its option, to allow the Pilot to buy out the remainder of this agreement at any point during its effective period, so that the Pilot may be considered for possible upgrade on type or transfer to another type of aircraft utilized by Bearskin.

**SECTION 10 - TRAINING (Continued)**

BEARSKIN and the PILOT have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BEARSKIN LAKE AIR SERVICE LTD.

Per:

\_\_\_\_\_

Witness

Pilot

I, \_\_\_\_\_ understand and agree to the terms and conditions of my new position.

Position: \_\_\_\_\_

CANDIDATE:

Print name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Print name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_



**SECTION 10 - TRAINING (Continued)**

PROMISSORY NOTE

(\$\_\_\_\_\_)

FOR VALUE RECEIVED, I \_\_\_\_\_ promise to pay to the order of Bearskin Lake Air Service Ltd., the sum of \$\_\_\_\_\_ on demand plus interest at the rate of \_\_\_\_\_ (\_\_\_\_\_% ) from the date of this Promissory Note.

Dated at Thunder Bay, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED SEALED AND DELIVERED )

)

in the presence of )

)

)

)

)

\_\_\_\_\_ )

\_\_\_\_\_ )

)

**SECTION 10 - TRAINING (Continued)**

10.5 TRAINING AGREEMENT: 12,500 LBS OR LESS

**TRAINING AGREEMENT**

B E T W E E N:

**BEARSKIN LAKE AIR SERVICE LTD. ("Bearskin") and \_\_\_\_\_ ("Pilot")**

**SINCE:** a) Bearskin is a commercial air carrier using Pilots to operate its aircraft; and the Pilot wishes to receive training as specified in this agreement;

The Parties agree as follows:

1. The training consists of: \_\_\_\_\_  
\_\_\_\_\_ as specified in Bearskin's present Operations Manual.
2. The value and cost of the training, and the compensation agreed to be payable to Bearskin under this agreement is \$\_\_\_\_\_.
3. Bearskin agrees to provide the training to the Pilot who agrees to make himself available for training as required and to apply his best effort to it. Timing and completion shall be at Bearskin's direction.
4. The Pilot agrees to make his services available to Bearskin full-time for a period not less than one (1) year following the completion of the training.
5. If the Pilot abandons his training, or if he fails to make his services available to Bearskin as stated above, or if the Pilot is considered unfit for Pilot duties by Bearskin for cause, then the Pilot will forthwith pay Bearskin compensation for the training in the amount as specified in paragraph 2. This amount to be reduced by 1/12th for each complete month the Pilot makes his services available on a full-time basis to Bearskin after completion of the training.
6. As security for due payment of the training compensation amount payable in paragraph 5 of this agreement, the Pilot will, on execution of the agreement, pay to Bearskin the sum in paragraph 2 hereof. Bearskin will repay to the Pilot or his assign, 1/12th of that sum for each consecutive month the Pilot makes his services available as stated in paragraph 5.
7. The Pilot authorizes and directs Bearskin to pay any sum becoming due to Bearskin under the terms of paragraph 5 from the funds paid to Bearskin under paragraph 6.

**SECTION 10 - TRAINING (Continued)**

8. Bearskin will pay interest to the Pilot on the balance from time to time on the amount stated in paragraph 6 at \_\_\_\_\_% per annum, interest to be paid monthly on the amount of deposit held at the end of the previous month. If no interest rate is specified above, it shall be the lowest prime rate charged by the Royal Bank in the month prior plus 1% per annum.
9. In the event of a dispute under this agreement, such dispute shall be addressed through Section 23, GRIEVANCE PROCEDURE.
10. The remaining training compensation amount will become due and payable by the Company in the event of:
  - (i) A work shortage on aircraft type which necessitates the Pilot to be laid off;
  - (ii) Bankruptcy of Bearskin Lake Air Service;
  - (iii) Death of the Pilot.
11. If Bearskin has cause for dismissal of the Pilot, nothing in this agreement obligates Bearskin to further employ the Pilot's services.
12. The Pilot agrees that if no advance payment is required for training on aircraft type, the Pilot shall guarantee to Bearskin one (1) year of service as a full time employee.
13. The Pilot authorizes and directs Bearskin to recover any and all training compensation amounts owing the Company for training on aircraft type if the Pilot fails to commit to the guaranteed time frame as specified in paragraph 12. The cost recovery will be by, but not limited to, the use of payroll deductions.
14. The Pilot and Bearskin specifically agree it is contemplated by both parties, and specifically agreed by both, that in the event the Pilot does not perform his obligations, and specifically his obligations with regard to length of employment after training, Bearskin shall have the right to deduct from any wages, benefits, vacation pay or other monies otherwise owing to the Pilot an amount or amounts as necessary to satisfy the amount owing to Bearskin by the Pilot. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly and by implication for Bearskin to take full advantage of this equitable right.
15. Bearskin agrees, at its option, to allow the Pilot to buy out the remainder of this agreement at any point during its effective period, so that the Pilot may be considered for possible upgrade on type or transfer to another type of aircraft utilized by Bearskin.

**SECTION 10 - TRAINING (Continued)**

BEARSKIN and the PILOT have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BEARSKIN LAKE AIR SERVICE LTD.

Per:

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Pilot

I, \_\_\_\_\_ understand and agree to the terms and conditions of my new position.

Position: \_\_\_\_\_

CANDIDATE:

Print name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

Print name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 10 - TRAINING (Continued)**

PROMISSORY NOTE

(\$\_\_\_\_\_)

FOR VALUE RECEIVED, I \_\_\_\_\_ promise to pay to the order of Bearskin Lake Air Service Ltd., the sum of \$\_\_\_\_\_ on demand plus interest at the rate of \_\_\_\_\_ (\_\_\_\_\_% ) from the date of this Promissory Note.

Dated at Thunder Bay, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED SEALED AND DELIVERED )

)

in the presence of )

)

)

)

\_\_\_\_\_ )

)

\_\_\_\_\_ )

## **SECTION 11**

### NEW EQUIPMENT/OPERATIONS

11.1.1 The rates of pay specified in this Agreement apply only to the equipment types specified herein. If an equipment type other than specified herein is introduced into regular operations, the Company and the Association will enter into negotiations for the purpose of establishing the rate of pay which shall apply to such aircraft. If possible, such rate of pay shall be established prior to the date the aircraft is first placed into revenue service. If not, the Company shall establish the rate of pay and any subsequently agreed change in this rate shall be retroactively applied to the date the aircraft is first placed into revenue service.

11.1.2 Negotiations shall begin within thirty (30) calendar days after a request for such negotiations has been made by either party, unless otherwise mutually agreed between the Company and the Association. Failing settlement, the difference may be submitted to arbitration in accordance with the Arbitration Section of this Agreement.

### 11.2 HIRING OUTSIDE THE COMPANY

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

11.2.2 These Pilots contracted on a temporary basis, shall not be bound by the Collective Agreement. The period of their association with the Company shall be mutually agreed upon between the Company and the Association.

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

## **SECTION 11 - NEW EQUIPMENT/OPERATIONS (Continued)**

### **11.3 STAND ALONE CONTRACTS**

11.3.1 It is hereby agreed between the Company and the Association that in the event the Company requires Pilots for Stand Alone Contracts, additional Pilots may be hired subject to the following provisions:

- a) Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the sole purpose of qualifying successful bidders on the newly created vacancies. These Pilots shall not be bound by this Collective Agreement, and the Period of their association with the Company shall be mutually agreed upon between the Company and the Association.
- b) If vacancies occur that cannot be filled by Pilots already in the employ of the Company additional Pilots may be hired from outside the Company and become members of the bargaining unit. Their seniority will begin to accrue from the date of hire as a full-time Pilot with the Company and they will be placed on the Pilot System Seniority List in accordance with that date.

11.3.2 For Position Vacancies resulting from Stand Alone Contracts, all conditions of the Collective Agreement will apply with the exception of:

- a) Any rules and/or requirements imposed by the Contracting Party; and
- b) Any further operational requirements as dictated by the Company's Operational Plan as submitted to the Contracting Party; and
- c) All Pilots accepting a position for a Stand Alone Contract shall be governed by the terms of reference defined under (a) and (b) above.
- d) The Company will review with the Association the requirements of the Stand Alone Contract. The Company and the Association will issue a joint Letter of Intent to the Pilots outlining these requirements. This Letter shall be attached to the Collective Agreement.

**SECTION 11 - NEW EQUIPMENT/OPERATIONS (Continued)**

- 11.3.3 After the awarding and prior to the start of a Stand Alone Contract, the Company will review with the Association the pertinent sections of the operational plan.
- 11.3.4 Pilots will be permitted to bid on Stand Alone Contract Position Vacancies in accordance with Section 9 and Section 11 of the Collective Agreement. Additionally, an information meeting will be held at all bases to define the requirements of the Stand Alone Contract at least three (3) days prior to the Closing date of the Posting.
- 11.3.5 All Pilots accepting a position for a Stand Alone Contract shall remain in this position for the duration of the Stand Alone Contract unless waived at the discretion of the Company.
- 11.3.6 At the conclusion of the term of the Stand Alone Contract, all Pilots employed under the Contract will be allowed to exercise their rights in accordance with the provisions of the Collective Agreement.
- 11.4 STANDING OFFER CONTRACT
  - 11.4.1 Standing Offer Contracts shall be subject to all provisions of the Collective Agreement with the exception of any rules or requirements imposed by the Contracting Party.
  - 11.4.2 The Company will review with the Association the Contracting Party's requirements of the Standing Offer Contract. The Company and the Association will issue a joint Letter of Intent to the Pilots outlining these requirements. This Letter shall be attached to the Collective Agreement.



## SECTION 12

### VACATION

PREAMBLE The Company, upon determining its service requirements, shall approve vacations with pay to all Pilots as defined in this section.

12.1 Annual vacations with pay will be granted to all Pilots in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
After completing 1 year	2 weeks (10 Working Days)
After completing 6 years	3 weeks (15 Working Days)
After completing 11 years	4 weeks (20 Working Days)

Vacation Pay shall be as per Canada Labour Code entitlement. All vacations must be taken within twelve (12) months following the year in which it was earned.

12.2 VACATION FORMULA

**Maximum number of scheduled days = total days in the month  
- (12 Days Off + Vacation Days + Statutory Holidays)**

VACATION FORMULA: FEBRUARY

**Maximum number of scheduled days = total days in the month  
- (11 Days Off + Vacation Days + Statutory Holidays)**

12.3.1 The vacation holiday bid for the following vacation year will be held between October 15 to November 15. The Company shall approve and post the vacation assignments as indicated from the Pilot's preference by December 15th.

12.3.2 Assigned vacation periods will not be changed except by mutual agreement by the Pilot and the Company, or in case of emergencies, in writing by the Director of Operations or his designate. The cancelled vacation period will be rescheduled at a time mutually acceptable to the Pilot and the Company, but shall not affect existing vacation awards. In no event will rescheduled vacation be taken later than May 1 of the following year.

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

12.5 During the vacation year, Pilots may request an exchange of vacation periods. Such request should be submitted in writing to the Chief Pilot, or his designate, by the tenth (10th) day of the month prior for approval.

**SECTION 12 - VACATION (Continued)**

- 12.6 A record of remaining or newly opened vacation periods shall be maintained, posted and updated by the Company to reflect changes as they occur. Open vacation will be awarded in order of seniority within each category of base, equipment and status to those Pilots who request to do so in writing to the Chief Pilot, or his designate, no later than the tenth (10th) day in the month prior to the bid period in which the vacation is to be taken.
- 12.7 If a Pilot changes base, equipment or status, the pilot shall rebid his vacation. Such rebid may be awarded by the Company prior to or after scheduled training and shall not affect existing vacation awards.

## **SECTION 13**

### **STATUTORY HOLIDAYS**

13.1.1 Pilots shall be awarded nine (9) Statutory Holidays per year. Those Statutory Holidays shall be with respect to:

New Years Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

13.1.2 a) The parties agree the Company may substitute or designate another day for any of the Statutory Holidays mentioned above in accordance with service requirements. To avoid the Statutory Holiday being placed on the monthly schedule, the Pilot must indicate to the ALPA Scheduler the holiday is to be banked.

b) Except for Charter or on-call crews, the following Statutory holidays will not be available for banking: Christmas Day, New Years Day.

c) All banked Statutory holidays at April 30, following the year in which they were earned will be paid out by the Company.

13.2 Each Statutory Holiday may be taken off and bid as part of the vacation bids outlined in Section 12 on the basis of one working day for each accrued Statutory Holiday.

## **SECTION 14**

### LEAVES OF ABSENCE

- 14.1 The Company shall consider requests for leaves of absence without pay. Such requests shall be submitted in writing to the Director of Human Resources at least sixty (60) days prior to commencement and shall include the requested commencement date, duration and reason for the leave. In situations of an emergent nature, a request for leave may be granted with less than sixty (60) days notice.
- 14.2 A Pilot may be granted a leave of absence without pay for a stated period of up to two (2) months at the discretion of the Company without loss of seniority. The Association shall be notified by the Company in writing of all leaves granted. Said notification shall include the commencement and return dates.
- 14.3 Extended leave beyond two (2) months may be granted at the discretion of the Company but seniority will not continue to accrue beyond the first two (2) month period.
- 14.4 If a Pilot is granted a leave of absence without pay for a stated period, and then requests to return to service before the expiration of that period, such early return shall be at the discretion of the Company.
- 14.5 A Pilot on a leave of absence shall not engage in flying for hire or reward. If a Pilot engages in flying for hire or reward while on leave of absence the Pilot shall lose his seniority and shall be deemed to have resigned from the Company. This restriction shall not apply to recreational flying of thirty-five (35) hours or less a month.
- 14.6 A Pilot returning from leave of absence shall return to his previous position providing his seniority entitles him to hold the position, the position still exists and he possesses a valid MOT medical. In the event his seniority does not allow him to hold his previous position, he may exercise his seniority to displace a more junior pilot. If any of the currency and/or MOT licence requirements have lapsed during said leave, the Company will provide the minimum recurrent flight and ground training as specified in the Company Operations Manual at Company expense. One (1) flight test, if required, will be provided at Company expense.

## **SECTION 14 - LEAVES OF ABSENCE (Continued)**

- 14.7 A Pilot may exercise his bidding rights while on leave of absence. If he is successful in exercising those rights, and the training commencement date is after the expiration of his leave of absence, he shall be awarded the Position Vacancy. If he is successful in exercising these rights, and the training commencement date is prior to the expiration of his leave of absence, such award shall be at the discretion of the Company.
- 14.8 A Pilot who is on leave of absence shall have the option of choosing to maintain the benefits normally covered by payroll deduction at Pilot expense for the total premium costs of such benefits (employer and employee contribution) subject to the terms and conditions of the Group Insurance Plan.
- 14.9 A Pilot called and serving on jury duty shall be granted leave of absence without pay and shall retain and accrue seniority and service for all purposes during such absence.
- 14.10 Notwithstanding Transport Canada Requirements, a Pilot, at her request, shall be granted Maternity Leave and Child Care Leave in accordance with the Canada Labour Code. Seniority will accrue for a Pilot while on Maternity Leave and Child Care Leave.
- 14.11 The Pilot must request her leave of absence in writing accompanied by a Doctor's certificate certifying pregnancy and the estimated date of delivery in accordance with the Canada Labour Code.
- 14.12 Sections 14.4 through 14.7 will apply to maternity leaves of absence.
- 14.13 A Pilot shall be granted up to twenty-four (24) weeks Child Care Leave without loss of seniority in accordance with the Canada Labour Code.
- 14.14 The Pilot must request his leave of absence for Child Care Leave in writing to the Company accompanied by documents verifying the estimated or actual date of birth or adoption in accordance with the Canada Labour Code.
- 14.15 Section 14.4 through 14.7 will apply to Child Care Leaves.

**SECTION 14 - LEAVES OF ABSENCE (Continued)**

- 14.16 Requests for leaves of absence for compassionate reasons may be granted at the discretion of the Company subject to the provisions of Section 14 herein. The Pilot shall have the option of using accrued vacation and/or statutory holidays and pay to offset the loss of income as a result of being unable to work.
- 14.17 In accordance with the terms and conditions of the Canada Labour Code, when bereavement occurs in the immediate family of an employee, the employee shall be allowed up to three (3) days leave immediately following the day of death. An employee's immediate family shall mean the employee's spouse (including common law spouse), parent, child, sister, brother, father in law, mother in law, and any relative permanently residing in the employee's household, or with whom the employee resides.

## **SECTION 15**

### SICK LEAVE

Pilots shall be provided with short term sick leave as follows:

- 15.1 During a calendar year, any Pilot may build up a sick bank of three (3) working days earned from the previous year. Each continuous period free of absence of four (4) months in the previous year, shall result in one (1) day being credited to a Pilot's sick bank.
- 15.2 These days are non cumulative from year to year; the maximum being three (3) days at January 1.
- 15.3 For January 1, 1995, each Pilot shall be credited with one (1) sick day.
- 15.4 This provision has no effect on the current Wage Indemnity Plan which shall remain in full force and effect.
- 15.5 For each day of sick leave taken, a Pilot shall receive a credit of 3.33 hours in the month the sick leave was taken.

## **SECTION 16**

### PHYSICAL EXAMINATIONS

- 16.1 Company medical standards for physical examinations shall be those standards set forth in the MOT regulations as being required to maintain an Airline Transport Pilot Licence, including any waiver adopted by the MOT.
- 16.2 The scheduling of periodic physical, electrocardiogram and audiogram examinations, required under MOT regulations for licence endorsement, are the responsibility of the Pilot.
- 16.3 The required annual or bi-annual examinations shall be conducted by any MOT approved doctor. The expense of any such physical, electrocardiogram, and audiogram shall be borne by the Pilot. The Company will contribute one hundred (\$100) dollars towards the costs borne by the Pilot upon receipt of the Pilot's medical once per calendar year.
- 16.4.1 The Company may, at its own expense, request a Pilot to complete a medical examination with an MOT approved doctor (Medical Examiner) if the Company has reason to believe the Pilot's health or physical condition is impaired. The Company upon receipt of the medical examiners report shall furnish a copy to the Pilot.
- 16.4.2 Any Pilot hereunder who fails to pass a medical examination as per Section 16.4.1 above may, at his option, have a review of his case in the following manner:
- a) He may employ a qualified Medical Examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner chosen by the Company.
  - b) A copy of the findings of the Medical Examiner chosen by the Pilot shall be furnished to the Company, and in the event that such findings verify the findings of the Company's Medical Examiner, no further medical review of the case shall be afforded.
  - c) In the event that the findings of the Medical Examiner chosen by the Pilot disagree with the findings of the Company's Medical Examiner, the Company will, at the written request of the Pilot, ask that the two (2) Medical Examiners agree upon and appoint a third qualified and disinterested Medical Examiner, preferably a specialist, for the purpose of making a further examination of the Pilot.



**SECTION 16 - PHYSICAL EXAMINATIONS (Continued)**

- 16.4.3 The said disinterested Medical Examiner shall make a further medical examination of the Pilot in question, and the case shall be settled on the basis of his findings.
- 16.4.4 The expense of employing the disinterested Medical Examiner shall be borne one-half (1/2) by the Pilot and one-half (1/2) by the Company. Copies of each Medical Examiner's report shall be furnished to the Company and to the Pilot.
- 16.4.5 It is specifically agreed that the findings of the Medical Examiners concerned herein shall be unbiased, and no exchange of medical opinions or history shall be made either in writing or verbally, until each Medical Examiner has examined the Pilot concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.
- 16.5 Pilots will be responsible for advising the Company of the date of their medical and for providing a photocopy of their validated medical certificate to the Company within five (5) calendar days upon completion of all MOT medical examinations.

## **SECTION 17**

### LAYOFF AND RECALL

PREAMBLE When there is a layoff of Pilots, such layoffs shall be in reverse order of system seniority. Laid off Pilots shall be re-employed in order of seniority. Pilots shall maintain but not accrue seniority while on layoff.

- 17.1.1 (a) When it is determined that a reduction in positions is required, a Pilot so displaced shall not be allowed to bump to a position which would result in a promotion in status.

NOTE: Bumping is restricted to status (i.e. Captain, First Officer) with the exception that a Captain can bump down to a First Officer in accordance with his seniority.

- (b) Pilots who have not exercised their right to a promotion shall be handled subject to the following when bumping occurs in the order set out below:

1. Same base, like or lower type.
2. Same base, Higher type.
3. Different base, like or lower type.
4. Different base, higher type.

All Pilots will have their records or promotion refusals cleared for the purpose of this provision effective January 1, 1997.

- 17.1.2 The Company and the Association shall meet to discuss and devise a plan when the reduction of positions results in any layoffs.

- 17.1.3 When there is a layoff resulting in the bumping of Pilots, the Company and the Association will meet in order to minimize the training costs for the Company to the extent possible.

- 17.2 The Company shall provide at least fifteen (15) days written notice to a Pilot prior to his being laid off, except in the case of third party strike in which case the Company shall provide twenty-four (24) hours notice and the Pilots shall be available for immediate recall. Immediate recall applies only to the first three (3) weeks of a third party strike after which recall procedures will be mutually agreed to by the Company and the Association.

- 17.3 A Pilot, at the time of layoff, shall be paid out all or any outstanding vacation/statutory holidays and wages owing.

- 17.4 A Pilot whose instrument rating is due to expire within sixty (60) days from the date of layoff, shall be given an instrument ride prior to his layoff.

**SECTION 17 - LAYOFF AND RECALL (Continued)**

- 17.5 A Pilot who is laid off shall file his address with the Human Resources Department and shall thereafter promptly advise the Human Resources Department of any change in address
- 17.6 Initial notification of recall may be given to the Pilot by a person to person telephone call. A recall notice will be sent to the Pilot via registered mail to his last address on file with the Human Resources Department and will contain the reporting date and location.
- 17.7 The Company shall give the Pilot his recall notice not less than twelve (12) days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.
- 17.8 Within forty-eight (48) hours of the recall notice, the Pilot shall notify the Director of Human Resources or his designate by a person to person telephone call followed by registered mail, whether he will accept or waive the notice of recall. If, however, a Pilot fails to reply to a notice of recall within forty-eight (48) hours of being made aware of his notice of recall, he shall be deemed to have waived his notice of recall.
- 17.9 A Pilot who waives his first notice of recall will have no further right until the next notice of recall. However, if a Pilot waives his second notice of recall he shall be deemed to have resigned.
- 17.10 If a Pilot waives his notice of recall, the recall will be offered to the next most senior Pilot on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or lose all seniority, and be deemed to have resigned. In the event the most junior pilot refuses recall, the next junior pilot will be obliged to accept, or lose all seniority and be deemed to have resigned, and so on up the list.
- 17.11 A Pilot who is recalled from layoff shall be guaranteed forty-five (45) days employment.
- Notwithstanding the above, a Pilot may accept a recall of less than forty-five (45) days employment, however, a refusal to do so shall not be construed as the Pilot waiving a recall notice.
- 17.12 A Pilot on layoff shall have the option of choosing to maintain the benefits normally covered by payroll deduction at Pilot expense for the total premium costs of such benefits (employer and employee contribution) subject to the terms and conditions of the group insurance plan.

**SECTION 17 - LAYOFF AND RECALL (Continued)**

- 17.13 Pilots shall maintain but not accrue seniority while on layoff. Pilots shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:
- a) a period equal to his seniority; or
  - b) two (2) years.
- 17.14 A Pilot who is on layoff, shall upon request to the Chief Pilot, be entitled to travel privileges as per Company policy on the Company's system for a period of six (6) months from the date of his layoff or a period equal to his seniority whichever is the lesser.

## **SECTION 18**

### **TRAVELLING AND MOVING EXPENSES**

- 18.1 Successful bidders on all permanent positions shall pay their own moving expenses to their new base.
- 18.2 Pilots bidding on permanent Positions which will require a move to a different base, shall be given as much notice as possible to prepare for the move. A Pilot having to move to a different base shall be entitled up to seven (7) consecutive days off in the next calendar month, in which to conduct his move.
- 18.3 A Pilot transferring to a different base shall be provided free space available air transportation on the Company's system for such Pilot and for the members of his immediate family. The Pilot shall be allowed to move small personal items space available on the Company's system at no cost.
- 18.4 A probationary Pilot will, upon request to the Chief Pilot, receive one return space available ticket in the Bearskin System during his first three (3) months of employment.

## SECTION 19

### EXPENSES, LODGING AND TRANSPORTATION

- 19.1 Notwithstanding 19.4 pilots while on an overnight away from their assigned base on flight duty or while on Company business, other than flying duties will be allowed to claim necessary expenses as authorized by the Company (i.e. transportation, hotels, etc.).
- 19.2 A Pilot required to deadhead shall be provided with a confirmed space seat when available on the flight on which he is scheduled to deadhead.
- 19.3 With prior Company approval a Pilot will be allowed to incur reasonable necessary expenses when unusual or emergency conditions arise. Such authorized expenses shall be reimbursed when supported by receipts.

#### 19.4 OVERNIGHTS

- (a) Pilot overnighting away from his home base, who, on the following day is on flight duty, deadheading, or other authorized Company business, during all, or any part of the meal periods (local times) specified, will be entitled to the following meal allowance:

Breakfast	\$8.00
(provided the Pilot is away from home base on overnight)	
Lunch (12:00 - 13:00)	\$9.00
Dinner (18:00 - 19:00)	\$16.00
(all times local)	

For the purpose of Section 19.4, a Pilot placed on reserve at his home base, after returning from an overnight, shall not be considered to be on flight duty until one half (1/2) hour prior to his next departure.

- (b) A Pilot whose duty period starts at his home base prior to 1100 hours and is on flight duty away from base through his lunch and dinner period shall receive one-half (1/2) of the dinner meal per diem.

Effective January 1, 1999 under the above terms he shall receive the full dinner per diem.

#### 19.5 DRAFTING

Notwithstanding overnights, the meal allowances in 19.4 will be made available to a Pilot who accepts a draft with less than one (1) hour notice until aircraft departure.

**SECTION 19 - EXPENSES, LODGING AND TRANSPORTATION (Continued)**

- 19.6 a) When a Pilot qualifies for meal allowances as per 19.4, and an overnight occurs in the United States of America, the meal allowance will be paid in U.S. dollars.
- b) When a Pilot is scheduled to be away for training in the United States he will be paid his per diem in advance of his leaving in U.S. dollars.
- 19.7 In any contract or charter obtained by the Company, in which crew meals or crew allowances are provided, the crew shall receive compensation from such allowances with submission of receipts (i.e. Ministry of Health charters).
- 19.8 During all overnights ( except while on training), the Company shall provide separate sleeping quarters and washrooms, when available, for each Pilot except for Fort Francis and Kenora where it will remain status quo.
- 19.9 The Hotel and Accommodation Committee, comprised of two (2) representatives from the Association, shall continue to monitor accommodation available to Pilots, hotel selection and future accommodation alternatives.
- 19.10 Prior to establishing hotel accommodations at new overnight points or changing existing accommodation, the Company shall consult with the Hotels and Accommodation Committee.
- 19.11 When any significant substantiated deterioration of accommodation is reported in writing by Association Committee representatives, the Company shall, within seven (7) days, investigate the situation and take appropriate actions.
- 19.12 In the event that overnight accommodations do not provide meal facilities the Company will pay, upon submission of receipts, reasonable transportation costs for the flight crew to the nearest meal facility.
- 19.13 The Company shall endeavour to provide a Crew Room at each Pilot base that can serve as a clean, comfortable lounge facility for on duty flight crew only.
- 19.14 Where facilities are available and flight crews are required to hold for:
- (a) 3 to 6 hours away from a Bearskin base, the Company will make available a quiet room for the crew (i.e. Esso Lounge); or
- (b) 6 or more hours excluding overnights away from a Bearskin base, the Company will make available a day room for the crew.

**SECTION 19 - EXPENSES, LODGING AND TRANSPORTATION (Continued)**

- 19.15      Where a flight lounge or hotel accommodations are not available (i.e. Northern Communities), the Company will try to obtain permission for the crew to utilize the following: MTO, Nursing Stations, OPP, Hydro Houses, etc.



## **SECTION 20**

### **DATA RECORDERS**

- 20.1 Aircraft Flight Data Recorders and Cockpit Voice Recorders will only be used for accident/incident investigation and maintenance evaluation and analysis. Such recorders shall not be used as a means of monitoring or checking a Pilot during the operation of any normal flight. During any accident/incident investigation the contents of the Flight Recorder shall not be released by the Company to either the general public nor the news media without the prior approval of the Pilot or Pilots involved and/or the Association.

## **SECTION 21**

### ACCIDENT OR INCIDENT INVESTIGATION

- 21.1 Where a Pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigations into the accident or incident undertaken by the Company, Transport Canada or both.
- 21.2 In order to hold a Pilot out of service, the Pilot must be so notified by the Director of Operations or other Management Pilot that he may designate. In addition, within seven (7) days, notification must be provided to the Pilot in writing along with the reasons therefore, with a copy forwarded to the Association.
- 21.3 While, pursuant to 21.1 above, a Pilot who is held out of service pending the outcome of an investigation, he shall be paid as per his regular rate of pay.
- 21.4 In cases involving aircraft accidents, a Pilot, as soon as possible and by the quickest means possible, will notify the Director of Operations or his designate, of such accident. A Pilot will not be required to commit himself orally or in writing to officials of the Company following the accident unless the following conditions have been met:
- a) He has the opportunity to be represented by the Association (or IFALPA if outside Canada), and
  - b) He has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada) and the Company.

Such statements shall be provided to the Company within seven (7) days of an accident. This time frame may be extended at the discretion of the Company.

- 21.5 In cases involving aircraft incidents, a Pilot, as soon as possible and by the quickest means possible, will notify the Director of Operations or his designate, of such incident. Pilots who are held out of service under the terms of 21.1 above will not be required to commit themselves orally or in writing to officials of the Company following the incident unless they have the opportunity to be represented by the Association (or IFALPA if outside Canada).

Such statements shall be provided to the Company within three (3) days of an incident. This time frame may be extended at the discretion of the Company.

**SECTION 21 - ACCIDENT OR INCIDENT INVESTIGATION (Continued)**

- 21.6 Where an investigation is undertaken by the Company, the officers involved shall attempt to issue a final report within three (3) months.
- 21.7 Both the Pilot involved and the Association will be given the opportunity to participate fully in the investigation, will be informed on a regular basis on the course of such investigation and will be provided with a copy of any interim or final reports resulting therefrom.
- 21.8 Throughout this procedure the Pilot involved, along with his designated representative, may upon request, and in conjunction with a designated Company representative, review any information contained in his Accident/Incident file.

## **SECTION 22**

### LEGAL

#### 22.1.1 DEFENCE AND COUNSEL

The Company agrees to provide legal counsel of its choice and pay reasonable legal fees properly incurred in civil lawsuits claiming damages from the Pilot or the Pilot's estate arising out of the performance of their duties. Payment of legal fees in cases of gross negligence or wilful misconduct shall be at the option of the Company.

#### 22.1.2 INDEMNIFICATION

The Company shall hold harmless the Pilots and their estates from those damages stated in paragraph 22.1.1 except those claims relating to gross negligence or wilful misconduct.

#### 22.2 PILOT COSTS

No Pilot shall be required to pay for any damages or cost incurred by the Company in connection with his work for the Company, unless such damage results from his gross negligence or wilful misconduct.

#### 22.3 ESTATE SETTLEMENT

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

#### 22.4 PILOT FILES

22.4.1 All files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for his examination in the presence of a member of management. If the Pilot chooses to respond to any material(s) on his file, the response(s) shall be retained on his personal file with a copy of the material to which it refers.

**SECTION 22 - LEGAL (Continued)**

- 22.4.2           a)   Notations of incidents and/or accidents will remain on file for the duration of the Pilot's employment with the Company.
- b)   Written caution or reprimand notices placed on a Pilot's personnel file will be removed two (2) years following the date of issuance of the caution or reprimand.

22.5           PILOT WITNESSES/REPRESENTATIVES

22.5.1           All employee witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay subject to the requirement of the service and, if possible, will be provided with space available transportation to and from the hearings.

## **SECTION 23**

### GRIEVANCE PROCEDURE

#### 23.1 INITIATION

- 23.1.1 In the case of a complaint with respect to the interpretation, application or alleged violation of this Agreement, prior to filing a grievance, the Pilot(s) having a complaint shall, together with an Association representative if desired, discuss such complaint with the appropriate Chief Pilot or Assistant Chief Pilot who will make every effort to resolve the complaint.
- 23.1.2 Where two (2) or more Pilots have individual grievances which are sufficiently common in nature that they may be conveniently dealt with as a single grievance, such grievance may be filed as a group grievance.
- 23.1.3 A Pilot who has a grievance, or a group of Pilots having a grievance dealing with the same issue, with respect to the interpretation, application or alleged violation of this agreement or with respect to discipline or discharge, shall deal with such grievance in accordance with the procedures as specified in 23.2 through 23.5 below.
- 23.1.4 Grievances must be submitted in written form bearing both the signature of the grievor(s) (or the grieving party) and the date of the grievance and as a condition of its validity including its arbitrability, must specify:
- a) The nature of the grievance and the circumstances under which it arose.
  - b) The Section or Sections of the Agreement alleged to have been violated.
  - c) A statement as to the requested remedy or relief sought.
- 23.1.5 Grievances of a policy nature may be initiated by the Association. The Association may also initiate a grievance on behalf of a Pilot(s) provided it has the written concurrence of the Pilot(s).

## **SECTION 23 - GRIEVANCE PROCEDURE (Continued)**

### **23.2 HEARINGS**

The following steps may be waived or combined subject to mutual agreement between the Company and the Association:

**A) STEP ONE:**

A Pilot who has a grievance or a group of Pilots having a grievance dealing with the same issue, shall present it in writing within fourteen (**14**) calendar days of the occurrence or awareness of the occurrence to the Director of Operations. The Director of Operations or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within ten (**10**) banking days of the presentation of the grievance and render his written decision not later than on the tenth (**10th**) banking day following the above mentioned hearing.

**B) STEP TWO:**

- i) If the decision of the Director of Operations or his designated representative is not acceptable to the grievor(s) or is not rendered within ten (**10**) banking days, then the grievance shall be submitted in writing to the President or his designated representative within fourteen (**14**) banking days of the receipt of the decision, or from the date that said decision was supposed to have been rendered. The President or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within ten (**10**) banking days of the receipt of the grievance, and shall render his decision in writing not later than on the tenth (**10th**) banking day following the grievance hearing.
- ii) If the time limits outlined in B) above are not complied with, the Association may proceed to Arbitration.

## **SECTION 23 - GRIEVANCE PROCEDURE (Continued)**

- iii) It is agreed that to achieve and to maintain harmonious industrial relations between the parties and those persons bound by this Agreement, grievances shall be resolved as expeditiously as possible and that the period of time for submission of grievances, holding of hearings, and rendering of decisions established in this Section, shall be considered as maximum periods unless extensions shall have been mutually agreed upon and that when grievances, hearings, and decisions can be handled in a time period of less than the maximum stipulated, every effort will be made to so expedite the case(s).

### **23.3 GRIEVORS' RIGHTS/REPRESENTATIVES**

- 23.3.1 At any hearing held throughout these grievance procedures, the grievor(s) shall have the right to be represented by the Association.
- 23.3.2 The grievor(s) and the Company shall be given every opportunity to present evidence, make representations and call witnesses.
- 23.3.3 Throughout the grievance procedure including arbitration, the grievor(s) may, together with his/their Association representative, review any information contained in his/their personnel file or which the Company has introduced at any grievance meeting. On request the Company shall provide the grievor(s) with a copy of all such documents.

### **23.4 WITNESSES**

Subject to the requirements of service, all employee witnesses called upon by the Association, upon reasonable notice to the Company, shall be granted time off without pay. If possible witnesses will be provided with space available transportation to and from the Hearings.

### **23.5 RESULTS**

If, as a result of any hearing or grievance as provided herein, the decision is to exonerate the Pilot(s), the personnel record(s) of the Pilot(s) shall be cleared of the charges and all reference thereto shall be removed from all files.



## **SECTION 24**

### DISCIPLINE/DISCHARGE

- 24.1 All disciplinary or discharge actions must be for just cause.
- 24.2 Where disciplinary or discharge action is considered, the Pilot involved may be held out of service with pay pending investigation for a maximum of seven (7) calendar days to provide the Company with sufficient time to investigate and consider all factors. This time period may be extended by the Company.
- 24.3 A Pilot who is the subject of a disciplinary investigation, may request the presence of an Association representative whenever the Pilot is meeting with the Company during the Company's disciplinary investigation. However, having received thirty-six (36) hours notice of such meeting, failure to have a representative present will not void any discipline or proceeding and will not be the subject of a grievance.
- 24.4 All employee witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay subject to the requirement of the service and, if possible, will be provided with space available transportation to and from the hearing.
- 24.5 Any disciplinary measure must be in the form of a written notice addressed to the Pilot in question. It shall contain a statement of the reasons for discipline. A copy of this shall be provided to the Association.
- 24.6 Where any disciplinary action includes suspension without pay, any time held out of service may be deducted from the penalty or discipline assessed against the Pilot.
- 24.7 During the period of his suspension, the Pilot shall be entitled to bid on any vacancy or displacement bulletins, so that when relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.

**SECTION 24 - DISCIPLINE/DISCHARGE (Continued)**

- 24.8 A Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 23, GRIEVANCE PROCEDURE. Throughout these proceedings, including Arbitration, no evidence of documents relating to incidents or matters which occurred more than two (2) years prior to the disciplinary action, other than those related to flying competency, shall be taken into consideration in the taking of such action.
- 24.9 A Pilot shall be copied on any material of a critical or unfavourable nature placed in his file.

## **SECTION 25**

### **ARBITRATION**

#### **25.1 REFERRAL TO ARBITRATION**

25.1.1 If any grievance is not settled in accordance with the procedures set forth in 23.2 through 23.5 Grievance Procedure, then such grievance may be referred by the Association to Arbitration, as provided for in 25.2 through 25.7 below.

25.1.2 The Notice of Intention to proceed to Arbitration shall be made in writing to the Company within thirty (30) calendar days of the decision at Step 2 of the Grievance Procedure or, as the case may be, within thirty (30) calendar days from the date such decision should have been rendered.

#### **25.2 SINGLE ARBITRATOR**

25.2.1 The parties shall attempt within thirty (30) days of notice being given, in accordance with Article 25.1.2 of intention to proceed to arbitration, to reach an agreement naming a single arbitrator to hear the grievance. Failing agreement within thirty (30) days, either party may request the Minister of Labour to make such an appointment.

25.2.2 The Arbitrator, once engaged, will make every effort to expedite the Arbitration proceedings.

25.2.3 In the event that the Arbitrator resigns, dies or otherwise is unable to continue, the parties shall attempt, within thirty (30) days of having knowledge of the Arbitrator's inability to continue, to agree on a new Arbitrator. Failing such agreement within thirty (30) days, either party may request the Minister of Labour to make such an appointment.

#### **25.3 ARBITRATORS JURISDICTION**

25.3.1 The Arbitrator shall have jurisdiction to consider only matters properly submitted under the terms of this Agreement.

25.3.2 The Arbitrator shall not have jurisdiction to alter, amend or modify any of the provisions of this Agreement or to make any decision inconsistent with the terms and provisions of this Agreement.

**SECTION 25 - ARBITRATION (Continued)**

25.3.3 The Arbitrator shall, in the case of disciplinary or discharge grievances, have the authority to determine whether the Company's action was taken for just cause. The Arbitrator may decide to; exonerate and reinstate the grievor, reduce or modify the discharge or discipline, substitute such other penalty as deemed just in the circumstances and compensate the grievor either fully or in part.

25.4 ARBITRATOR'S EXPENSES

The expenses incurred by the Arbitrator shall be borne equally by each party.

25.5 ASSOCIATION'S/COMPANY'S RIGHTS/REPRESENTATIVES

25.5.1 At any hearing held throughout these Arbitration procedures the Association and the Company shall have the right to be represented by any person(s) whom they may choose or designate.

25.5.2 The Association and the Company shall be given every opportunity to present evidence, make representations and present, examine and cross-examine witnesses.

25.6 WITNESSES

Subject to the requirements of service, all employee witnesses called by the Association upon reasonable notice to the Company, shall be granted time off without Pay. If possible, witnesses will be provided with space available transportation to and from the Hearing.

25.7 ARBITRATOR'S DECISION

25.7.1 The Arbitrator 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 final hearing.

25.7.2 The decision of the Arbitrator shall govern and shall be final and binding on the Association, the grievor and the Company.

## **SECTION 26**

### DEDUCTION OF DUES

- 26.1 Effective December 23, 1994, the Company shall deduct on the payroll for each pay period of each month from wages due and payable to all employees coming within the scope of this Collective Agreement an amount equivalent to the normal monthly dues of the Association and any general assessments to be applied to, and paid by all members, as ratified by the Pilot Membership subject to the conditions set forth hereunder:
- 26.2 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of the Agreement except to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- 26.3 Membership in the Association shall be available to any Pilot eligible under the constitution of the Association on payment of the Initiation or reinstatement fees uniformly required of all such applicants by the Association.
- 26.4 If the wages of a Pilot payable on the payroll for any 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 carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.
- 26.5 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association by the fifteenth (15) of each month for the pay received in the previous month.
- 26.6 The Company shall not be responsible financially or otherwise, either to the Association or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.

**SECTION 26 - DEDUCTION OF DUES (Continued)**

- 26.7 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section of this Agreement, all parties shall cooperate fully in the defence of such actions. 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 payroll.

**SECTION 27**

EMPLOYEE BENEFITS

27.1 A full-time Pilot shall be required to participate as a condition of employment in the Metropolitan Life group insurance plan listed below, as arranged by the Company, after three (3) months of continuous employment with the Company. A full-time Pilot shall, as a condition of employment, be required to participate in the Liberty Health Insurance Plan listed below after three (3) months of continuous employment, except where a Pilot can demonstrate to the Company and the Insurance Carrier comparable coverage under a spousal plan. The Company Group Insurance Plans are as follows:

<u>Insurer</u>	<u>Plan #</u>	<u>Coverage</u>
Liberty Health	16090	Extended Health Benefits Custom Dental Benefits Deluxe Travel
Metropolitan Life	A7210 Short Term Disability Insurance	Group Life

The Company shall not be responsible for covering the cost of any benefits which may be suspended by the Government or the Insurance Company during the term of this Agreement. The Association shall be given thirty (30) days notice, if possible, prior to any benefits being suspended.

The cost of the plan will be shared equally by the Pilot and the Company.

27.2 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s), provided the benefits are comparable. In such cases the Company will consult with the Pilot Health Committee thirty (30) days in advance of intended change to the plan(s).

## **SECTION 27 - EMPLOYEE BENEFITS (Continued)**

27.3 Any benefit and/or insurance provided through the group insurance plan shall be as more particularly described and set forth in the respective policy(s) of insurance and benefit plan document(s). The specific application and administration of all insurance benefits, and all matters with respect to the Group Insurance Plan, shall be governed by the terms of the contract(s) with the insurance carrier(s). In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the Pilot and the insurer or carrier concerned. In such cases, however, the Company if requested by the Pilot will intervene in an attempt to adjust or settle the dispute.

27.4 For aircraft operated by the Company, the Company shall provide and maintain:

1. one (1) current copy of the Canada Flight Supplement
2. applicable L.E. charts
3. one (1) set of current H.E. charts for the Metro aircraft only
4. one set of the Canada Air Pilot for Ontario (CAP 4) and Manitoba (CAP 3) for all aircraft, and additionally for the Metro aircraft, one set of the Canada Air Pilot for Quebec (CAP 5).

All Captains employed by the Company shall purchase the required CAPS for the specific equipment they fly for a period of one (1) year from the date of ratification. At the end of the first year the Association and the Company will meet to review any problems with the provided CAPS. If no abuse of the CAPS is identified a second set of CAPS (as mentioned above) will be provided by the Company for the second year of the Agreement.

27.5 The Company shall provide all necessary charts, approach plates, customs forms, etc., for operations within Foreign Airspace. It shall be the Company's responsibility to maintain and/or replace said publications at Company expense. These publications shall be available to flight crew prior to aircraft departure into Foreign airspace and shall be returned to the dispatch from where the publications originated, or returned to the dispatch at their home base, whichever of these dispatch points they arrive at first.

27.6 All full-time Pilots shall be eligible to enroll in the Company's Defined Contribution Plan (Pension Plan), administered by Manulife Financial, Policy No. GN82194, after twenty-four (24) months of continuous service with the Company. Pilots choosing to enroll in the Plan shall contribute an amount equal to three percent (3%) of their earnings (excluding overtime, bonus, etc.) and the Company shall also contribute an amount equal to three percent (3%) of the Pilots earnings (excluding overtime, bonus, etc.). All other items of reference shall be as contained in the Master Agreement held with Manulife Financial, and in accordance with all Government regulations covering such plans.



**SECTION 28**

DURATION

This Agreement shall become effective January 1, 1997 and shall continue until December 31, 1999 and shall renew itself without change each succeeding year unless written notice of intended change is served by either party within sixty (60) days prior to the expiry date.

In the event that notice is given of intended change, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a further agreement.

For BEARSKIN LAKE AIR  
SERVICE LTD.

For AIR LINE PILOTS  
ASSOCIATION

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**LETTER OF UNDERSTANDING NO. 1**

This Letter of Understanding is between Bearskin Lake Air Service Ltd., (the Company) and the Air Line Pilots Association (the Association) regarding:

**BAGGAGE HANDLING**

The Company will normally provide personnel to handle loading and unloading of aircraft in the following locations: YQT, YXL, MSP, YSB, YAM, YTS, YYB, YOW, YHD, YWG. A Crew Member will be available to supervise all baggage loading and unloading.

Flight crews will load and unload aircraft in all other destinations not listed above.

For any destination not included in the current Company System Timetable, the Company will advise the Association of the baggage handling service requirements at these locations.

Flight crews on charter flights will be responsible for the loading and unloading of baggage and or freight unless the flight is scheduled to depart from the airport terminal building in Thunder Bay or Sioux Lookout; if this occurs the Company will normally provide for baggage/freight handling.

For BEARSKIN LAKE AIR  
SERVICE LTD.

For AIR LINE PILOTS  
ASSOCIATION

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**LETTER OF UNDERSTANDING NO. 2**

This Letter of Understanding is between Bearskin Lake Air Service Ltd., (the Company) and the Air Line Pilots Association (the Association) regarding:

AIRCRAFT DE-ICING

It is agreed that the Company will normally provide personnel for all De-Icing activities in the following locations: YQT, YXL, YWG, MSP, YSB, YHD, YTS, YYB, YAM, YQK and YOW.

Flight crew will De-ice the aircraft if necessary, provided they are provided with protective equipment, in all other destinations flown, as per the current Company System Timetable.

For any destination not included in the current Company System Timetable, the Company will advise the Association of the de-icing service requirements at these locations.

For BEARSKIN LAKE  
AIR SERVICE LTD.

For AIR LINE PILOTS  
ASSOCIATION

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**LETTER OF UNDERSTANDING NO. 3**

This Letter of Understanding is between Bearskin Lake Air Service Ltd., (the Company) and the Air Line Pilots Association (the Association) regarding:

AIRCRAFT GROOMING

The Company will provide grooming services on Company aircraft in YXL and YQT. The Company will normally provide grooming services on Company aircraft overnighiting in YOW.

Flight Crews will be required to perform light grooming on the Company aircraft they are operating at all other locations listed in the Company System Timetable. Light grooming will include:

1. pick up materials strewn throughout the aircraft,
2. clean out seat back pockets, provided protective latex gloves are provided,
3. cross seat belts,
4. insure briefing cards are in the seat back pockets.

For any destination not included in the current Company System Timetable, the Company shall advise the Association of the grooming service requirements at these locations.

For BEARSKIN LAKE AIR  
SERVICE LTD.

For AIR LINE PILOTS  
ASSOCIATION

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**LETTER OF UNDERSTANDING NO. 4**

This Letter of Understanding is between Bearskin Lake Air Service Ltd., (the Company) and the Air Line Pilots Association (the Association) regarding:

AIRCRAFT TOWING

The Company will provide the trained maintenance personnel for the towing of aircraft. Pilots will not be required to do any ground towing of aircraft unless they wish to assist the Company.

For BEARSKIN LAKE AIR  
SERVICE LTD.

For AIR LINE PILOTS  
ASSOCIATION

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**LETTER OF UNDERSTANDING NO. 5**

This Letter of Understanding is between Bearskin Lake Air Services Ltd., (the Company) and the Air Line Pilots Association (the Association) regarding:

DESIGNATED EMPLOYEE UTILIZATION

The following employee:            Jason Friesen

shall continue to be utilized in accordance with the past practice of the Company. When utilizing such employee, the Company will consider his relative position with respect to the full time seniority list should conversion occur.

Should the Company elect to convert the above employee to a full time employee, he shall be placed on the seniority list in accordance with the agreed to conversion formula, and shall have all rights and privileges, and be subject to, all provisions of the Collective Agreement.

The above Pilot will not appear on the Seniority List until such time as he becomes a full time Pilot. At this point his seniority date will be his full time date of hire, backdated by one (1) month for each twenty (20) days of flight duty spent as a part time Pilot with the Company, or the fraction of the month as appropriate, or one month for each month he flew a full block.

For BEARSKIN LAKE AIR  
SERVICE LTD.

For AIR LINE PILOTS  
ASSOCIATION

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**LETTER OF UNDERSTANDING NO. 6**

This Letter of Understanding is between Bearskin Lake Air Service Ltd. (the Company) and the Air Line Pilots Association( the Association) regarding:

**STAND ALONE CONTRACT (FIRE PATROL)**

This Letter of Understanding shall apply only to the 1997, 1998 and 1999 MNR Fire Patrol Season and offers clarification of the relevant provisions of Section 11 of the Collective Agreement.

- \* All new hire Fire Patrol Pilots for the 1997, 1998 and 1999 MNR Fire Patrol Stand Alone Contract (Piper Aztec, Cessna 337) will be credited with seniority equal to their length of service (ie. one month of service equals one month of seniority) at the completion of the Fire Patrol Contract).
- \* The Seniority numbers of the new hire Fire Patrol Pilots will be determined by a lottery mutually acceptable to the Company and the Association.
- \* Following the conclusion of the 1997, 1998 and 1999 MNR Fire Patrol Stand Alone Contract, all the new hire fire patrol Pilots assigned to the Fire Patrol Contract will be laid off in reverse order of seniority. These laid off Pilots shall have all rights of recall in accordance with the terms and conditions of the Collective Agreement and their service for the first available additional position at the Company. Further, the Pilot's recall to regular status with the Company is subject to their being qualified for the position vacancy.
- \* These new hire Fire Patrol Pilots will not be permitted to displace any regular Pilot hired into the regular Bearskin Airlines system after the start date of the 1997, 1998 and 1999 MNR Fire Patrol Stand Alone Contract ( April 3, 1997, 1998 and 1999). These Pilots will be advised of their recall rights by the Company.

For BEARSKIN LAKE AIR  
SERVICE LTD.

For CANADIAN AIR LINE  
PILOTS ASSOCIATION

\_\_\_\_\_  
R. Barratta

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T. Zaroski  
Director of Human Resources