

# COLLECTIVE LABOUR UNION AGREEMENT

**[Crew Members]**

*(hereinafter referred to as the "Collective Agreement")*

BETWEEN:

**Δ.Ο.Δ.Σ.  
Air Inuit**

**AIR INUIT LTD.**  
6005, boul. de la Côte-Vertu  
Montréal, Québec  
H4S 0B1

*(hereinafter referred to as the "**Company**")*

OF THE FIRST PART

AND:



**TEAMSTERS QUEBEC, LOCAL 1999,**  
9393, Edison Street  
Suite 100  
Ville d'Anjou, Québec  
H1J 1T4

*(hereinafter referred to as the "**Union**")*

OF THE SECOND PART

11693 (08)

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## PREAMBLE

With Air Inuit Ltd., the Inuit community of Nunavik created a crucial instrument for economic participation and growth. Given the collective nature of the Company, such economic and social development must respond to the needs of the Inuit community of Nunavik as well as the employees of Air Inuit. It is critical to the project that the economic viability of the enterprise ensure durable and stable development, development of a kind that assists in the production of better quality of life for all participants, realized in a climate of mutual participation and communication.

Air Inuit's 'Policy and Procedures Manual for Air Inuit Personnel' establishes policies and procedures that apply to all Air Inuit employees. These policies and procedures are not intended to conflict in any way with applicable legislation or collective agreements both of which will take precedence in the event of contrary interpretations or applications.

It is understood that the Company and the Union will cooperate to ensure efficient realization of the Company's operations, to maintain harmonious relations between the Company and the Crew member group such that methods which permit a positive resolution to differences which might arise between them. With these objectives in mind the parties agree as follows:

## SECTION 1 - JURISDICTION AND SCOPE OF THE AGREEMENT

1.01 In accordance with the certificate of union recognition issued by the Canada Labour Relations Board, the Company recognizes the Union as the sole bargaining agent for the purpose of negotiating working conditions for Crew Members, as hereinafter defined.

1.02 a) i) All fixed-wing aircraft operated by Air Inuit Ltd. of any nature, that is, passenger or cargo, including extra section flights, charter flights, ferry flights, positioning flights and all other flights for which the Company is the carrier, and all flights listed in a published flight schedule, either with aircraft owned by Air Inuit Ltd. or dry leased, shall be operated by the Crew Members whose names appear on the Seniority list of Air Inuit Ltd. Pilots and Flight Attendants. All these flights shall be considered as work belonging to the bargaining unit for which the Union is certified as bargaining agent.

However, in the event that no qualified personnel is available among the Crew Members, the Company reserves the right to recruit qualified personnel on a contractual basis, in which case, the contract will not exceed five (5) consecutive months.

The Company shall pay directly to the Union an equivalent of union dues (Level 1) for Crew Members hired on a contractual basis.

ii) Any new development project outside Nunavik or Montreal shall require the parties hereto to conduct a feasibility study to evaluate the project, the routes, the Equipment and the context and to determine whether the new site should be on a rotational or non-rotational basis, etc. It is understood that the parties will, insofar as possible, apply the provisions of the Collective Agreement.

b) Notwithstanding the above, the Company may:

i) Wet lease one (1) or more aircraft on a temporary basis, provided that such leases are necessary for reasons beyond the Company's control, such as mechanical failure or acts of God or to develop new services, and provided that such leases do not exceed a period of thirty (30) days or such longer period as agreed by the Union;

ii) On an occasional and irregular basis, subcontract a flight, including a Charter flight, or any combination of the two to another carrier;

iii) Subcontract to another carrier certain flights for which the Company does not have the available Equipment, provided that Crew Members are not laid off as a result and that such subcontracts are awarded for a limited period of time. In such an event, the Company and the Union shall meet to discuss the applicable conditions.

iv) Notwithstanding section 1.02 b) i), the Union agrees that the Company may Wet Lease aircrafts for a period exceeding thirty (30) days, to provide service to hunting and fishing camps during the summer period. The Company shall inform the Union of such Wet Leases.

1.03 The Union recognizes that the Company has the exclusive right to direct and manage the company, its activities, resources and employees, subject to the provisions of this Collective Agreement.

1.04 Air Inuit Ltd., a wholly-owned subsidiary of Makivik Corporation created by a Special Act of the National Assembly following signature of the James Bay and Northern Quebec Agreement, actively encourages the employment of Nunavik's residents wherever possible in accordance with the spirit and intent of the Agreement. Priority will be given to the employment of Inuit beneficiaries of the Nunavik region. However, Air Inuit Ltd. will not employ or continue to employ any person solely because they are a member of a designated group. Employment shall always be on the basis that the individual is or can become a productive member of the Company.

1.05 Neither the Company nor the Union shall discriminate in any way against any Crew Member because of race, religion, gender, sexual orientation, beliefs, colour, nationality or Union allegiance or non-allegiance. However, it is the Company's and the Union's mutual objective to favour and promote the employment of Inuit Crew Members.

1.06 The parties agree that all flights operated by the Company according to the contract between the Company and Hydro-Québec, or any similar contract with another company, not involving any aircraft belonging to or leased by Air Inuit Ltd. to perform the contract, shall not be considered Company-operated flights covered by the certification order.

The parties further agree that any aircraft leased by the Company to perform a specific contract that would otherwise not be economically viable if the provisions of this Collective Agreement were applied shall not be considered part of the union accreditation. However, the Company agrees to demonstrate such non-viability to the Union and in such a case, the parties will meet.

1.07 The Company's integrated management system (IMS) program and culture govern the security parameters with a view to treating each IMS event constructively and not punitively.

1.08 The Preamble, Appendices and Letters of Understanding are an integral part of this Collective Agreement.

## SECTION 2 - INTERPRETATION

### 2.01 Definitions

For the purpose of this Collective Agreement:

- 1) «BLANK SQUARE» means a twenty-four (24) hour period commencing at midnight and terminating at midnight where a Crew Member is at his Home Base with no activity scheduled on his Block schedule. A Crew Member is not obliged to respond to a call for duty during this period. A Blank Square earns zero (0) hours of credited time.

The Blank Squares will only be used on the original Block schedule at the Company's discretion.

- No Blank Square may be added to the Block after the initial schedule is issued except in the following cases:
    - i. A new flight is added during a Block on which the show time is 04:00 or earlier;
    - ii. If the Crew Member's status is "reserve," the Blank Square addition is at the Crew Member's option;
    - iii. If the Crew Member's status is "Day Off," the Day Off will be changed to a Blank Square and will be moved as per section 13A.03 c) iv).
  - The Blank Squares may be removed up to twelve (12) hours before the start of the Blank Square and replaced by scheduled flight time, reserve, training, office or any other type of duty;
  - Less than twelve (12) hours before the start of the Blank Square and only if the Crew Member has agreed to work, the Crew Member will be paid overtime at 1.5 times his salary;
  - To indicate the allocation of a Blank Square to a Crew Member, the space is left blank on the Block.
- 2) «BLOCK» means a period of twenty-eight (28) consecutive days commencing on a Monday.
  - 3) «CAPTAIN» means the pilot assigned by the Company to act as first-in-command and who is properly qualified and holds current regulatory certificates authorizing him to serve in such capacity.
  - 4) «CARs» means Canadian Aviation Regulations.
  - 5) «CHARTER FLIGHT» means any flight operated on a Wet Lease basis for a charterer and for which payment is agreed according to a price schedule other than a rate per unit.

- 6) «CREW MEMBER» means a Pilot or a Flight Attendant employed by the Company and assigned, among other things, to duty in an aircraft during Flight Time.
- 7) «CREW SCHEDULING» means the process of assigning Crew Members to operate the fleet within the constraints of Company requirements, government regulations, the Collective Agreement and Crew Member Seniority and qualifications.
- 8) «DAY» means a 24-hour period from midnight to midnight.
- 9) «DAY OFF» means a period of twenty-four (24) consecutive hours from midnight to midnight during which a Non-Rotational Crew Member is not on duty, on reserve or on training. The beginning of this period may be extended to 02:00 am for operational disruptions.
- 10) «DEFERRED DAY OFF» means a day handed back to a Non-Rotational Crew Member who worked on a Day Off or a scheduled vacation day.
- 11) «DOMESTIC OPERATIONS» mean all regularly scheduled day or night flights transporting passengers, express mail, cargo, or Charter flights with commercial aircraft registered in Canada or approved by Transport Canada and that cannot be considered International or overseas Operations.
- 12) «DRAFT» means the involuntary assignment of a Crew Member to flight duty while such Crew Member is on time off.
- 13) «DUTY DAY» means a day on which the Crew Member has performed any of the following duties:
  - reported to duty for a flight;
  - worked in flight; or
  - received training.
- 14) «EQUIPMENT» means any aircraft owned or leased and operated by the Company to transport passengers and/or cargo for the purpose of operating as an air carrier.
- 15) «EXTERNAL BASE» means any base of operations from which Crew Members fly on a rotational or non-rotational basis.
- 16) «EXTERNAL CONTRACT» The parties agree that all flights operated by the Company according to the contract between the Company and Hydro-Québec, or any similar contract with another company, not involving any aircraft belonging to or leased by Air Inuit Ltd. to perform the contract, shall not be considered Company-operated flights covered by the accreditation



certificate. The parties further agree that any aircraft leased by the Company to perform a specific contract that would otherwise not be economically viable if the provisions of this Collective Agreement were applied shall not be considered part of the union accreditation. However, the Company agrees to demonstrate to the Union such non-viability and the Company and the Union will meet.

- 17) «FIRST OFFICER» means the Pilot assigned by the Company to act as second-in-command and who has the required qualifications and holds the regulatory certificates authorizing him to serve in such capacity.
- 18) «FLIGHT ATTENDANT IN CHARGE» means a qualified Flight Attendant employed by the Company, who in addition to the regular tasks of a Flight Attendant is responsible for all in-flight services in the cabin, ground duties and any other related tasks assigned by the Company.
- 19) «FLIGHT ATTENDANT» means a qualified Flight Attendant employed by the Company, who performs the tasks described by the Company at airports and in flight.
- 20) «FLIGHT TIME» means the total time from the moment the aircraft first moves under its own power for the purpose of taking off to the moment it comes to rest at the end of the flight. The Company has adopted a decimal hour format to record time in its aircrafts' journey log books and an hours and minute format to calculate duty time.
- 21) «HOME BASE» means the base where a Crew Member or a group of Crew Members resides and where flight operations originate on a non-rotational basis, whether published scheduled flights or scheduled Charter Flights.
- 22) «INTERNATIONAL OPERATIONS» mean all flights, as described above under «DOMESTIC OPERATIONS», that are operated entirely or partially outside Canada.
- 23) «INUIT» means a person registered or having the right to be registered as an Inuit beneficiary in accordance with the An Act respecting Cree, Inuit and Naskapi Native Persons, R.S.Q., c. A-33. 1.
- 24) «NON-DUTY ROTATIONAL DAY (NDRD)» means a day among the available Rotational Days of a Rotational Crew Member on which he performs none of the duties described as constituting a Duty Day.
- 25) «NON-FLYING POSITION» means a position in the Company that does not require the person holding the position to be a licenced commercial Crew Member or a certified Flight Attendant.
- 26) «NON-ROTATIONAL CREW MEMBER» means a Crew Member other than a Rotational Crew Member.

- 27) «NON-ROTATIONAL DAY» means a day other than a Rotational Day.
- 28) «NON-SCHEDULED AND CONTRACT FLIGHT» means any flight not included in the definition of a Scheduled Flight.
- 29) «NOT AVAILABLE» means a Crew Member who does not report to his assignment or who does not respond to a call for duty as per this Collective Agreement.
- 30) «NUNAVIK» means the area in the province of Quebec north of the 55th parallel.
- 31) «OVERTIME DAY» means any Duty Day worked by a Rotational Crew Member that brings the number of Duty Days worked to more than two hundred (200) in a Rotational Year.
- 32) «PROBATIONARY PERIOD» means the assessment period for a Crew Member before he is considered a permanent employee or the assessment period for a Pilot transferred from the position of First Officer to Captain, as the case may be, and/or a Flight Attendant transferred to a different type of aircraft and/or a Flight Attendant transferred to the position of Flight Attendant in Charge.
- 33) «RESERVE DAY» means a period of twelve (12) consecutive hours during which a Non-Rotational Crew Member is available to report for duty commencing at 05:00 am or at such other time as may be determined by the Company upon giving twelve (12) hours' notice to the Non-Rotational Crew Member concerned.
- 34) «REST PERIOD» means any uninterrupted rest period as defined in the CARs at or away from the Home Base, as defined in the CARs.
- 35) «ROTATIONAL CREW MEMBER» means a Crew Member who is available for work on a rotational basis.
- 36) «ROTATIONAL DAY» means a day on which a Crew Member is available to work on a rotational basis.
- 37) «ROTATIONAL PERIOD» means the consecutive Rotational Days worked by a Rotational Crew Member followed by his consecutive Days Off.
- 38) «SCHEDULED FLIGHT» means any flight published by the Company from time to time in its regular roster.
- 39) «SENIORITY» means seniority that begins to accrue as of the date the employee was hired as a Crew Member.
- 40) «SICK DAY» means a day on which a Crew Member cannot work due to illness.

- 41) «STAND-BY» means a Crew Member designated by the Company to remain in a specific location in order to be available to report to duty for a flight on notice of one (1) hour or less.
- 42) «SUPERVISORY POSITION» means a Chief Pilot or Flight Attendant in Charge and any position higher than the Chief Pilot and Flight Attendant in Charge that requires the person in the Supervisory Position to be a licenced commercial Pilot or a certified Flight Attendant.
- 43) «TRAINING DAY» means a day on which a Crew Member is required to attend training.
- 44) «TRAVEL DAY FOR ROTATIONAL CREW MEMBERS» means a day on which a Rotational Crew Member travels from Montreal to a rotational base or a day on which a Crew Member travels from a rotational base to Montreal but performs none of the duties described as constituting a Duty Day and is not required to be on reserve.
- 45) «TRAVEL DAY» means the time required for air or ground transport at the request of the Company for duty requirements.
- 46) «UNAVOIDABLE NO-SHOW» means a Crew Member is unable to report for duty for reasons beyond his control (force majeure). If possible, the Company may reassign him.
- 47) «VACANT POSITION» means a vacant Crew Member position.
- 48) «WET LEASE» means a Charter Flight.
- 49) «WORK DAY» means a Duty Day or Training Day.
- 50) «YEAR/ROTATIONAL YEAR» means a period of three hundred sixty-four (364) consecutive calendar days.

## 2.02 Gender and Number

In this Collective Agreement, unless the context or subject dictates otherwise:

- a) Words in the singular include the plural and such words shall be construed as if the plural had been used;
- b) Words in the plural include the singular and such words shall be construed as if the singular had been used; and
- c) Words importing the use of any gender shall include both genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

### 2.03 Number of Landings

The Company shall attempt to limit the number of landings to a maximum of twelve (12) per day and a maximum of forty (40) per four (4) days.

## SECTION 3 - COOPERATION

- 3.01 The Union agrees that neither the Union nor its members shall cause, help, encourage or take part in a strike, slowdown, work stoppage or picket line on or in front of the Company's property or elsewhere for any reason during the term of this Collective Agreement.
- 3.02 The Company agrees that there shall be no lockout during the term of this Collective Agreement.
- 3.03 Posting of Union meeting or related notices shall be allowed on bulletin boards provided to that effect by the Company, providing such notices are signed by a duly authorized Union Representative and are in compliance with Company policies. Except for meeting notices, all other notices shall first be submitted to the Director of Flight Operations for approval, which approval may not be unreasonably withheld.
- 3.04 Any notice, document or other communication required or permitted under this Collective Agreement shall be made in writing and deemed delivered provided they are sent by email and/or registered mail from a post office in Canada and in the case of the Union, to:

TEAMSTERS LOCAL 1999, AIRLINE DIVISION  
9393, EDISON Street  
Suite 100  
Ville d'Anjou, Quebec H1J 1T4  
Telephone: (514) 355-1110 or (1-800) 361-4781  
Facsimile: (514) 493-6679  
Email: [info@teamsters.com](mailto:info@teamsters.com)

And, in the case of the Company to:

AIR INUIT LTD/LTÉE  
6005, Côte Vertu Blvd.  
Montreal (Québec)  
H4S 0B1  
Attention: Director of Flight Operations  
Telephone: (514) 905-9445 Facsimile: (514) 905-9407  
Email: [DOV-DFO@airinuit.com](mailto:DOV-DFO@airinuit.com)

Or if delivered by hand or sent by fax at the aforementioned addresses and numbers.

Each party may specify a different address by giving written notice to the other party.

Any such notice, if mailed, shall be deemed to have been given on the third business day following such mailing, or if delivered by hand or sent by fax, shall be deemed to have been given on the day of delivery or dispatch if a business day or if not a business day, on the next business day following the day of delivery.

- 3.05 The Company agrees to pay the transportation costs of any Crew Member who is stuck outside his Home Base or, in the case of Rotational Crew Members, outside Montreal, due to an operational disruption or interruption during the term of this Agreement or its renewal, unless such interruption or disruption is caused by an act or omission in violation of the provisions of section 3.01, or by an act or omission described in section 3.01 and committed by the Union or its members following the expiration of this Collective Agreement, or its renewal.
- 3.06 This Collective Agreement shall be printed in both French and English, at the Company's expense. All Crew Members governed by this Collective Agreement shall receive a copy, in the language of their choice, as soon as possible, following its signature. Only in the event of a difference between the French and English versions due to a translation error shall the French version be the official version.

#### SECTION 4 - UNION SECURITY

- 4.01 Any Crew Member shall, as a condition of continued employment, agree to sign the payroll deduction form for Union dues (See Appendix B). This form is provided by the Union and distributed to each Crew Member by the Company. Union dues shall be deducted as of the Crew Member's first pay cheque after this Collective Agreement comes into force.
- 4.02 The Company shall deduct from the pay cheque of each Crew Member, every pay period, the amount owed to the Union for union dues, and on the second pay period of the month the amount owed to the Union for initiation fees, where applicable, and/or any other special or occasional deduction requested by the Union. In the event of errors, the Company shall not be liable for an inaccurate or incorrect deduction but will correct the error when remitting the next payment to the Union. The Company's liability for any and all union dues shall terminate when the Company remits payment to the Union.
- 4.03 The Union will inform the Company of the amount of the union dues, initiation fees and/or the deduction decided by the Union and the Company shall remit the deductions to the Union's authorized representative before the fifteenth (15th) day of the month following the month in which the deductions were made, along with a list of the Crew Members' names.

- 4.04 Only payroll deductions now or hereafter required by law and deductions of amounts due to the Company shall be made from Crew Members' wages before the deduction of Union dues.
- 4.05 In the event of a labour dispute within the Company, the Company and the Union shall meet and try to agree on the appropriate measures to be taken to ensure the safety of Crew Members, their belongings and the Company's property.

## SECTION 5 - REPRESENTATION

- 5.01 In this Collective Agreement, the term "Union Representative" shall mean Crew Members elected as delegates or the Local 1999 business agent designated by the Union.
- 5.02 At the request of either party hereto, a meeting shall be held to discuss matters of mutual interest.
- 5.03 a) Three (3) Crew Members (two (2) Pilots and one (1) Flight Attendant), in their capacity as Union Representatives, shall not have their regular wages reduced for time devoted to labour-management meetings, including labour-management bargaining meetings. Labour-management meetings are scheduled as needed and at times mutually convenient to the two (2) parties. In the event that such a meeting coincides with a monthly or other Day Off, the Company shall pay the Crew Members the wages that they would have otherwise earned for a regular Work Day plus travel and hotel expenses, as required.
- b) The Company agrees that the Union may designate as Union Representative, an additional Flight Attendant who, however, will only act as a replacement when the designated Flight Attendant is not available. The Union shall provide the Company with the name of such Flight Attendant as soon as he is elected and inform the Company when the replacement Flight Attendant replaces the regular Flight Attendant.

The recognition of such replacement Flight Attendant will not entail any additional union leave and the two Flight Attendants may not act together.

- c) As Union Representatives, these three (3) Crew Members and the replacement Flight Attendant may, during their work, with the prior permission of their manager, speak to another Crew Member concerning any Union matter covered by the Collective Agreement. However, the Union and such Crew Members agree that operational and client needs shall always take precedence.

- 5.04 a) Where operational requirements permit and following agreement with the Chief Pilot or chief Flight Attendant, the Union Representatives shall be granted a leave without pay to attend to Union business.  
A written request shall be submitted thirty (30) days in advance.
- b) Where necessary, the Company shall provide the Union Representatives with flight passes to attend meetings, subject to seat availability.
- 5.05 At the end of each initial and annual refresher training, a Union Representative will have an opportunity to meet with the Crew Members.

## SECTION 6 - TRANSFER TO A SUPERVISORY POSITION

- 6.01 Any Crew Member who is transferred to a Supervisory Position shall maintain his Seniority and continue to accrue Seniority.
- 6.02 Any Crew Member who is transferred to a Non-Flying Position, including a Crew Member transferred due to disability or illness, shall maintain his Seniority and continue to accrue Seniority for a period of one (1) year. After the one (1) year period, he shall only maintain his Seniority for the next two (2) years.
- 6.03 Any Crew Member in a Supervisory Position or a Non-Flying Position who is eligible, in accordance with sections 6.01 and 6.02, to return to regular Crew Member status, shall be able to exercise his Seniority right and bump any Crew Member with less Seniority.
- 6.04 a) Any Crew Member in a Supervisory Position shall be able to perform Crew Member duties in the following cases:
- i) for training purposes;
  - ii) to replace Crew Members on sick, bereavement, maternity or paternity leave;
  - iii) to ensure on-time departure;
  - iv) to perform duties required because of last-minute operational changes (ex: additional flight to schedule);
  - v) when no other Crew Member is available or refuses to work overtime;
  - vi) to hand back accrued Days Off in order to maintain his skills and required competencies; he may fly a maximum of two hundred (250) hours per year.
- b) Other qualified employees: Certain Company employees who are qualified as Crew Members but are not on the Seniority list may fly when no other regular Crew Member is available under the following circumstances:
- 1. To replace a Crew Member on sick leave, bereavement leave, leave without pay or short-term sabbatical, or due to other operational limitations;

2. Last minute flight;
3. To hand back accrued days off;
4. Limited to two hundred fifty (250) flight hours per year;
5. Does not accumulate Seniority in the position held;
6. Does not affect the possibility of overtime for regular employees;
7. The Union is notified in writing.

It is agreed that the aforementioned provisions shall not result in lay-offs.

- 6.05 The parties agree that, except when dismissed for cause, a Crew Member transferred to a Supervisory Position or a Non-Flying Position and who wishes to return to a line function shall be able to exercise his Seniority in accordance with section 6.03.

#### SECTION 7 - SENIORITY

- 7.01 Subject to circumstances or the specific provisions of this Collective Agreement, only the bargaining unit's Crew Members are authorized to fly Company aircrafts.
- 7.02 a) A newly hired Crew Member begins to accumulate Seniority as of the date he is hired as a Crew Member.
- b) If two (2) or more Crew Members are designated as such on the same date, their rank on the Pilots and Flight Attendants Seniority list will be determined based on their test results at the end of their initial training, their overall experience and their results in the flight tests.
- 7.03 A Crew Member shall lose his Seniority and his employment terminated in the following cases:
- a) resignation;
  - b) dismissal for cause;
  - c) failure to confirm his return to work within three (3) days following confirmation of receipt of a letter requiring his return to work, and to reintegrate into his position within fourteen (14) days following said confirmation;
  - d) absence from work for three (3) or more consecutive days without authorization and/or valid reason;



- e) lay-off exceeding two (2) years; and
  - f) failure to conform to the conditions of section 12A.05.
  - g) a Crew Member's employment will be terminated, without compensation, after an absence of twenty-four (24) months due to an accident or illness not related to his employment. A Crew Member's employment may be terminated sooner if the medical information in his file or if the report of the physician selected by the Company confirms that the Crew Member will not be able to return to work within a reasonable period of time due to such accident or illness. If the Crew Member is covered by long-term disability insurance, the provisions of such insurance will apply.
- 7.04 Any Crew Member who has completed his Probationary Period will stop accumulating Seniority in the following cases:
- a) leave of absence for a period exceeding twelve (12) months;
  - b) lay-off of less than two (2) years;
  - c) a leave without pay for educational purposes of more than twenty-four (24) months.
- 7.05 Seniority governs all Crew Members in the event of promotion or demotion provided they meet the qualifications and in the event of assignment or reassignment due to the expansion or reduction of schedules and choice of vacant positions.
- 7.06 All Crew Members employed by the Company, including those who are transferred to Supervisory Positions, shall appear on the Seniority list. The Crew Member Seniority list will be revised on November 1 of each year and posted that same month. The list will indicate the Crew Member's rank, name, Rotational Crew Member or Non-Rotational Crew Member status, and the date he was designated a Crew Member. The list will be posted by the Company in locations accessible to all and distributed to each Crew Member concerned. A copy will be provided to the Union.
- 7.07 Any Crew Member may challenge in writing, within thirty (30) days following the posting referred to in section 7.06, any error or omission in his regard, failing which the Seniority of each Crew Member will be deemed final. Errors or omissions on preceding lists may not be challenged.
- 7.08 Any error or omission not challenged upon publication of the first (1<sup>st</sup>) Seniority list cannot be challenged upon subsequent postings of the list unless it concerns typing errors, photocopy or clerical errors that can be corrected at any time.

## SECTION 8 - POSITIONS, ASSIGNMENTS AND PROMOTIONS

- 8.01 The parties agree that Training Pilot, Flight Attendant Trainer and In-charge Flight Attendant positions will be posted and that a "selection process," as hereinafter described, will be used for Crew Member positions.
- 8.02 The process consists of the following steps:
1. The Crew Member must first ensure he meets the criteria/skill requirements indicated on the prescribed forms/notices for the desired position and aircraft.
  2. The Crew Member then decides for which aircraft(s) and position(s) he wishes to be considered.
  3. Once candidates deemed qualified (proficiency, experience, attitude and Seniority) successfully complete a theory course, their names are then placed in a bank valid for twelve (12) months.
  4. Once a position on the desired aircraft becomes available, the Company invites the most senior qualified Crew Member (with the most Seniority) who selected the position to begin flight or simulator training. After successfully completing the training and line indoctrination, the Crew Member is confirmed in the new position.
- 8.03 There are two (2) periods for which the results of the first two (2) steps described in section 8.02 are considered, i.e. from January 1 to June 30 and from July 1 to December 31 of each year. However, the results obtained for the first period are obsolete and cannot be used for the following period.
- 8.04 If the Company adds another type of aircraft to its fleet, the selection process will be opened only for this type of aircraft.
- 8.05 No later than thirty (30) days following the end of the first two (2) steps described in section 8.02, the Company will issue a notice informing Crew Members of the outcome of the first two (2) steps.
- 8.06 Whenever a new type of Equipment is introduced, the Company shall provide Crew Members with the appropriate training, if necessary.
- 8.07 a) In the event that no Crew Member considered by the Company applies for a position, the Company may then designate a qualified Crew Member (proficiency, experience, attitude and Seniority) for the position or can hire a Crew Member from outside the bargaining unit.

- b) The parties agree that the notion of attitude includes less technical/objective aspects such as performance review, personal file, interview demeanor, interpersonal skills, emotional quotient, maturity and leadership.
- c) If, following an evaluation, a Crew Member is not selected because of his attitude, the Company will inform him of his main shortcomings he may wish to address.

8.08 When a Crew Member is promoted to a permanent position, he may be required to fill the position for a period of twelve (12) months or thirty-six (36) months for a B737 position. He may bid on other posted positions during this period.

8.09 A Crew Member shall not be allowed to apply for a lower-paying position without the Company's consent. However, a Pilot may bid on a position of a lower status on the same Equipment if this is the only solution to avoid a status change from Rotational Pilot to Non-Rotational Pilot or vice versa. This section does not apply in the event of a transfer or a demotion due to the elimination of a type of Equipment.

8.10 a) The Company will pay expenses of up to FIVE THOUSAND DOLLARS (\$5,000.00) to a Crew Member who is transferred at the Company's request to another location on a temporary or permanent basis. The expenses covered include moving or lease cancellation costs in cases where the Crew Member must move from his permanent residence to the transfer location.

b) When a Crew Member is chosen by the Company to fill a posted position at a new base or on a new route, he shall not be considered as transferred at the Company's request and therefore shall not be entitled to any moving expenses.

c) A Crew Member transferred at the Company's request and who is obliged to move from his permanent residence to the transfer location will be given five (5) paid business days to carry out the move.

## SECTION 9 - LAY-OFFS AND RECALLS

9.01 A Union-Management committee shall be set up and will consist of two (2) management representatives and two (2) Union Representatives, including at least one Captain. The business agent and other members of Management shall have the right to attend all Union-Management committee meetings but shall not have the right to vote at such meetings.

- 9.02 a) The Union-Management committee shall determine lay-offs and recalls based on the following criteria: Seniority, priority of employment for Inuit beneficiaries, qualifications and proficiencies of the Crew Members concerned.
- b) Before any lay-offs, the parties agree to discuss all alternative possibilities to avoid such lay-offs.
- c) In the event the Union-Management committee cannot agree on the choice for lay-offs or recalls, the Union Representatives and management representatives will take turns, with the Union Representatives making the first choice, throughout the term of this Collective Agreement.
- 9.03 The Crew Member will be advised in writing of any reduction in the number of permanent positions within his job status, at least five (5) days in advance if he has less than one (1) year of service, fifteen (15) days in advance if he has one (1) year but less than three (3) years of service, and thirty (30) days in advance if he has three (3) or more years of service. Furthermore, if a lay-off becomes necessary because of a third party or a case of force majeure, reasonable notice of no less than five (5) days shall be given.
- 9.04 Without giving up his recall rights, a Crew Member liable to lay-off may agree to a voluntary lay-off.
- 9.05 Any laid off Crew Member shall confirm his home and email addresses to the Director of Flight Operations by personal email or registered mail and promptly inform him of any change of address.

## SECTION 10 - GRIEVANCE PROCEDURE

- 10.01 For the purpose of this section, the term "grievance" shall mean any misunderstanding and/or dispute concerning the interpretation, application or alleged violation of this Collective Agreement or a part thereof but shall not include any misunderstanding concerning a verbal warning as described in paragraph b) of section 11.01.
- 10.02 The grievance committee is represented by the committee described in section 5.03.
- 10.03 The parties shall make an honest effort to promptly settle all grievances.
- 10.04 This Collective Agreement recognizes four (4) types of grievances.
- a) Individual grievance:
- A grievance that concerns only one (1) Crew Member.

b) Group grievance:

Two (2) or more Crew Members (or all Crew Members) have a similar grievance and/or the misunderstanding affects two (2) or more Crew Members.

c) Union grievance

A misunderstanding between the Union and the Company. Such grievance is signed by a Union Representative or the business agent.

d) Company grievance:

Misunderstanding between the Company and the Union or a Crew Member: Such grievance is signed by a Company representative.

10.05 For the purpose of settling individual or group grievances, the following procedure shall be followed:

First (1<sup>st</sup>) step:

Grievances must be filed no more than twenty (20) days following the incident that gave rise to the grievance. The Crew Member must submit a signed written grievance to the Chief Pilot or Chief Flight Attendant in order to quickly resolve the complaint. The Crew Member may be accompanied by his Union Representative or file the grievance on his own.

Second (2<sup>nd</sup>) step:

If the Chief Pilot or the Chief Flight Attendant fails to render a decision within the following fifteen (15) days or if the Crew Member is not satisfied with the decision, he shall refer the grievance to the Union, which may submit a written appeal to the Director of Flight Operations within the following ten (10) days. The parties shall meet to attempt to resolve the grievance within twenty (20) days of the Director of Operations' receipt of the written grievance from the Union.

Third (3<sup>rd</sup>) step:

Failing a written decision within twenty (20) days or if the Union is not satisfied with the decision rendered by the Director of Flight Operations, the grievance may be submitted to a sole arbitrator.

10.06 The procedure for settling Union or Company grievances is as follows:

First (1<sup>st</sup>) step:

Grievances must be filed no more than twenty (20) days following the incident that gave rise to the grievance. The Union (or the Company) must submit a signed written grievance to the other party in order to quickly resolve the matter.

Second (2<sup>nd</sup>) step:

The parties shall meet to attempt to resolve the grievance within twenty (20) days of the Director of Operations' receipt of the written grievance.

Third (3<sup>rd</sup>) step:

Failing a written agreement within twenty (20) days, the grievance may be submitted to a sole arbitrator.

10.07 In the event of arbitration under section 10.05 or 10.06 (or in the event of arbitration under section 15.01), each party shall suggest an arbitrator within twenty (20) days following expiration of the last step. If they fail to agree on the choice of arbitrator, the Minister of Labour will appoint an arbitrator according to the provisions of Part I of the *Canada Labour Code*.

10.08 The Company and the Union may from time to time, on mutual written agreement, extend the time limits set forth in this section.

10.09 Under no circumstances will the arbitrator have the authority to add to, delete, modify or amend any part of this Collective Agreement.

10.10 In disciplinary matters, the arbitrator has the power to determine whether there are reasons for a disciplinary measure but may only maintain or cancel the disciplinary measure imposed.

10.11 In all cases, the arbitrator's decision shall be binding on both parties.

10.12 The costs and fees of the arbitrator shall be shared equally by the Company and the Union and each party shall pay for the expenses of its respective witnesses.

10.13 At every step of the grievance settlement procedure and arbitration, the parties may be assisted or represented by Union Representatives and/or Union officers or by any other duly appointed representative such as legal counsel or any other person authorized by the Company or Local 1999.

10.14 No grievance or written complaint submitted under this section will be considered null and void or rejected because of a defect of form or drafting or procedural irregularity, provided it is submitted within the time limits stipulated in

this section, unless otherwise agreed by the parties, as established in section 10.08.

- 10.15 In the event a deadline stipulated in this section falls on a Saturday, Sunday or statutory holiday, the deadline shall be extended to the next working day.
- 10.16 In the event a permanent Crew Member believes he was unjustly dismissed, his complaint shall be taken directly to the grievance procedure and shall be processed as of the second step set out in section 10.05 of this Collective Agreement.
- 10.17 For a Crew Member on probation, neither the Crew Member on probation nor the Union can avail itself of the grievance or arbitration procedure to contest his termination during such period or extension thereof.

## SECTION 11 - DISCIPLINARY MEASURES AND DISMISSALS

- 11.01 a) Any disciplinary measure shall be issued in writing to the Crew Member concerned and explain the reasons therefor. Such notice will be sent to the Union.
- b) Verbal warnings will not be considered a disciplinary measure and therefore cannot be submitted to the grievance procedure. The Company uses the principle of progressive discipline in all the disciplinary measures it imposes.
- c) Notwithstanding the article 11.01 a) and b), the following infractions can result in immediate dismissal, including but not limited to the following:
- gross insubordination;
  - loss of the right to obtain a restricted area identity card (RAIC);
  - a wilful or negligent action that compromises Air Inuit's flight safety;
  - gross negligence;
  - prohibited movement of drugs, alcohol or other goods;
  - severe harassment;
  - theft;
  - wilful destruction of Air Inuit property.
- 11.02 Any disciplinary measure may be subject to the grievance procedure and submitted to arbitration.
- 11.03 a) Investigations and hearings with regard to disciplinary measures or dismissals concerning Rotational Crew Members may take place at the Crew Member's Operational Base and be scheduled in such a manner as to avoid meal expenses and time lost.

- b) Investigations and hearings with regard to disciplinary measures or dismissals concerning Rotational Crew Members may also be held at the Company's base in Montreal immediately before or after the rotation of the Crew Member concerned, in which case the Company shall pay for the Crew Member's accommodation.
- c) Investigations and hearings with regard to disciplinary measures or dismissals concerning Non-Rotational Crew Members shall be held at the Company's base in Montreal.

11.04 Any disciplinary measure for reasons other than professional shall be removed from the Crew Member's employment record after twenty-four (24) months provided that during such period no disciplinary measure of the same nature is added to his record.

## SECTION 12 - LEAVE OF ABSENCE

### Section 12A - Leave without pay

12A.01 The Company may, at its discretion, grant a leave without pay and without loss of Seniority for a maximum of twelve (12) months or a leave without pay for educational purposes up to a maximum of twenty-four (24) months to any Crew Member.

During his absence, a Crew Member may exercise his right to request assignment according to his Seniority but must return to work at the beginning of the training period required by his new assignment. The Union shall be informed in writing of any leave without pay granted by the Company. The notice shall indicate the start and scheduled end date of the leave. A Crew Member on leave without pay or on a deferred leave under this section shall continue to accrue Seniority. However, such accrual may not be used to change salary scale or to reduce the required time period for such change in salary scale. Upon his return to work, said Crew Member shall be reinstated at the applicable salary scale prior to his leave.

12A.02 A leave shall not be granted to allow a Crew Member to hold another position related to the aviation industry. However, for a valid reason, the provisions of this section may be waived upon the written consent of the Company.

12A.03 Any Crew Member returning to work following a leave without pay shall be reinstated in his former position, Seniority permitting, as per section 7.04. If his Seniority does not allow him to resume his former position, he shall be allowed to exercise his right to bump a less senior Crew Member.

12A.04 Any Crew Member on leave without pay for a definite period of time who wishes to return to work earlier than expected may send the Company his request by registered letter. Such request may be accepted by the Company.



12A.05 Any Crew Member on leave without pay for a definite period of time shall, within thirty (30) days but not less than fifteen (15) days prior to his return to work, inform the Company by registered mail of his intended return. Failure to comply with this provision shall result in his name being taken off the Seniority list.

12A.06 The Company shall not be required to accept a return to work under section 12A.05 earlier than the date of the next refresher training session, if such training is required before the Crew Member can resume his work activities following a leave without pay. Section 7.04 shall not apply to such situations. A Crew Member may, during his leave without pay and provided it is approved by the Company, attend a training session allowing him to reduce the reinstatement waiting period when returning from a leave without pay. Such days are deferred from the Days Off (regular time) allocated in the first Block (based on operational needs) upon his return.

12A.07 A Crew Member on leave without pay for more than thirty (30) days may maintain his group insurance coverage provided he pays one hundred percent (100%) of the premium.

#### Section 12B - Maternity Leave

12B.01 Crew Members shall be entitled to a maternity leave without pay in accordance with the provisions of the *Canada Labour Code*.

12B.02 Crew Members who fail to report for duty on their scheduled date of return shall be deemed to have resigned.

12B.03 The Company reserves the right to have the Crew Member examined by a physician designated by the Company. The Company will assume the physician's fees in this regard.

12B.04 During her maternity leave, the Crew Member shall remain in the Company's employ and continue to accrue Seniority.

12B.05 The Crew Member shall not be entitled to payment for statutory holidays that occur during her maternity leave.

12B.06 During her maternity leave, the Crew Member may maintain her group insurance coverage provided she pays her share of the contribution.

12B.07 Gradual return to work

A Crew Member may gradually return to work provided the request therefor is made in writing. A gradual return to work is subject to the following conditions:

- One (1) to six (6) Blocks or rotations (after which the Crew Member returns to a normal schedule);
- Two (2) months' notice before the end of the maternity leave;

- Eight (8) working days for each Block, i.e. two (2) working days per period of seven (7) days or eight (8) consecutive days on rotation (travel included);
- A gradual return does not include Reserve Days;
- The Crew Member is not allowed to work overtime during the gradual return period;
- The Crew Member must use the usual procedure to advise the Crew Planning Office of his choice of working days for the Block;
- The Crew Member is paid for the hours worked at his current hourly rate;
- The Crew Member must have two (2) years' Seniority to be eligible for a gradual return to work.

### Section 12C - Paternity Leave

12C.01 Within the seven (7) days following the birth of his child, a Crew Member shall have the right to five (5) days of paternity leave without loss of salary. For Rotational Crew Members, this shall not include the days required to fly between their rotational base and Montreal. If the Crew Member is already on leave within the seven (7) days following the birth, the five (5) days of paternity leave shall be considered as having been taken.

### Section 12D - Jury Duty

12D.01 A Crew Member called for jury duty or to testify as a witness shall be granted a leave of absence and shall continue to accrue Seniority during his absence. During the time he serves as a juror or appears as a witness, he shall continue to receive his regular salary, less the amount received as a juror or witness.

12D.02 Section 12D.01 shall not apply to a Crew Member who has a direct or indirect interest in the Court proceedings to which he is called to testify or if the jury or witness leave falls on days he is not required to work for the Company.

### Section 12E - Bereavement Leave

12E.01 Crew Members shall have five (5) paid days of leave following the death of their spouse, child, father or mother, brother or sister, grandfather or grandmother, father-in-law or mother-in-law, brother or sister of his spouse or spouse of his brother or sister. If the Crew Member is already on leave during these five (5) days, such days shall be considered as having been taken. The Crew Member informs, as soon as possible, his supervisor prior to his absence and will provide to the Company, prior or at the latest five (5) business days after the absence, the appropriate supporting documentation. At the request of a Crew Member, leave without pay may be granted.

12E.02 Each day of bereavement leave shall represent eight (8) hours of duty time.

12E.03 The aforementioned days off are not added to already-scheduled Days Off or annual vacation.

12E.04 For Rotational Crew Members, the above-mentioned days shall not include the days required to travel between their rotational base and Montreal, and vice-versa.

#### Section 12F - Deferred Salary Leave

12F.01 A Crew Member may make a written request for a deferred salary leave. During such leave, the Crew Member will continue receiving a salary from the Company out of the funds deducted from his pay during the acquisition period, all as hereinafter described.

12F.02 The acquisition period shall be no less than two (2) years and no longer than five (5) years.

12F.03 The duration of the leave may be from three (3) to twelve (12) months.

12F.04 a) Provided the rules set forth in this section are respected, the Company shall not refuse to grant a deferred salary leave without valid reason. In order to meet operational needs, the Company reserves the right to limit the number of Crew Members on leave at the same time.

b) Crew Members must have completed five (5) years of service before they are eligible for a deferred salary leave.

c) The request for a deferred salary leave must be made in writing and contain the following:

- duration of the acquisition period;
- duration of the leave;
- date on which the leave will commence;
- amount deducted during the acquisition period;
- formula used as per insurance rules in order to maintain group insurance benefits.

d) The Company shall confirm the terms and conditions of the leave within sixty (60) days of receipt of the request.

12F.05 The Crew Member's Seniority shall continue to accrue during the leave. A Crew Member returning to work following a deferred salary leave shall be reinstated in his former position, Seniority permitting. In such an event, the Crew Member shall be reinstated at the same salary as before his leave.

12F.06 A Crew Member returning to work following a deferred salary leave shall be reinstated in his former position, Seniority permitting, as per section 7.04. If his Seniority does not allow him to resume his former position, he shall be allowed to exercise his right to bump a less senior Crew Member.

12F.07 a) During the acquisition period, the Crew Member will receive a percentage of the salary set out in Appendix A less the deferred amount that will finance the leave.

- b) A Crew Member may, during his deferred salary leave, and provided it is approved by the Company, attend a training session allowing him to reduce the reinstatement waiting period when returning from the deferred salary leave. Such days are deferred from the Days Off (regular time) allocated in the first Block (based on operational needs) upon his return.

#### Section 12G - Maternity Leave

- 12G.01 a) If a maternity leave occurs during the first half of the acquisition period, the remaining acquisition period shall be postponed until the Crew Member's return to work unless the Crew Member decides not to interrupt the acquisition period. In such an event, the deferred salary shall be paid without interest, all as per the terms of section 12F.14. If, during the second half of the acquisition period, a Crew Member is entitled to maternity leave, the deferred salary leave shall be automatically cancelled and the deferred funds shall be paid to her without interest on that date.
- b) If a maternity leave occurs during the deferred salary leave, the deferred salary payments shall be suspended and resume after the maternity leave. In the event the duration of the maternity leave extends past the termination date of the deferred salary leave, the Crew Member may request to be reinstated by giving the Company at least two (2) months notice thereof and will then receive the deferred funds without interest.

#### Section 12H - Disability - Long-Term Disability - Accident - Occupational Accident

- 12H.01 a) If such events occur during the first half of the acquisition period, the remaining acquisition period shall be postponed until the Crew Member returns to work unless the Crew Member decides not to interrupt the acquisition period. In such an event, the deferred funds shall be paid without interest, all as per the terms of section 12F.14. If such events occur during the second half of the acquisition period, the deferred salary leave shall be automatically cancelled and the deferred funds shall be paid to the Crew Member without interest on that date.
- b) If one of the aforementioned events occurs during the deferred salary leave, the deferred salary payments shall be suspended until after the disability provided the Crew Member has made arrangements prior to his departure to maintain the group insurance in force.
  - c) In the event of a permanent disability, the deferred funds will, if permitted by law, be deposited into the Crew Member's RRSP without interest.
- 12H.02 In the event of the Crew Member's death during the acquisition period or the deferred salary leave, his estate will be entitled to the deferred funds or to the unused balance, without interest.

12H.03 If a Crew Member leaves the employ of the Company during the acquisition period or the deferred salary leave, he will receive the deferred funds or the unused balance without interest.

#### Section 12I: Postings During a Leave

12I.01 A Crew Member on leave remains at all times responsible for obtaining information on the various steps involved in bidding on a posting and complying with section 8.

12I.02 During the acquisition period, the Crew Member's base salary, for the purposes of RRSP contributions, as set forth in section 24.01, will be equal to his base salary less the percentage of the salary deferred annually by the Company. During the leave, the base salary will be deemed to be the deferred salary received by the Crew Member.

12I.03 If during the acquisition period or the deferred salary leave, the Crew Member no longer wishes to participate in the program, he must submit a written request to that effect to the Company. The Company may, depending on its needs or the arrangements that have been made to replace the Crew Member, accept or refuse such request. If the Company accepts the request, the Crew Member will receive either the deferred funds or the remaining balance, all without interest.

12I.04 In order to replace a Crew Member who is on a deferred salary leave, the Company reserves the right to hire a replacement Crew Member from outside the bargaining unit on a contractual basis. Neither such Crew Member nor the Company shall be required to pay the union dues of the Crew Member on deferred salary leave.

12I.05 Crew Members shall not work elsewhere in the Canadian aviation industry during their deferred salary leave without the Company's written consent, which consent may be withheld at the Company's discretion.

### SECTION 13 - WORK STANDARDS

#### Section 13A - Non-Rotational Crew Members

13A.01 a) Flight schedules are prepared by the Company for a Block of twenty-eight (28) days.

b) Each Non-Rotational Crew Member shall send his choice of Days Off in writing to the Crew Planning Office for the next Block within ten (10) days following the commencement of the last published Block.

c) The Crew Planning Office will issue a Block schedule to each Non-Rotational Crew Member ten (10) days prior to the commencement of each Block. These Blocks shall be supervised by the responsible Chief Pilot and the Chief Flight Attendant.

- d) Errors discovered in a Block schedule prior to the commencement of the Block will be corrected and the Non-Rotational Crew Members will be notified as soon as possible after the error is discovered.
  - e) The Company will ensure that all known flights are indicated in the Block schedule.
  - f) Block schedules shall indicate Days Off, Reserve Days, Duty Days, Training Days, vacations, Blank Squares and any other information deemed appropriate by the Company.
  - g) Non-Rotational Crew Members will be informed as soon as possible by the Crew Scheduling Office of any change made to the Block schedules. If the change concerns an assignment in the next twenty-four (24) hours, the office will inform the Non-Rotational Crew Member thereof by calling the number provided under section 13A.03 g.
  - h) A Crew Member with one or more Blank Squares on his schedule may see those days re-assigned to flight or reserve as per section 2.01. See definition of "BLANK SQUARE."
- 13A.02 a) The number of duty hours scheduled in a Block shall be indicated on the schedule and be distributed in an equitable manner among Crew Members and, to the extent possible, approach the maximum duty time permitted under the CARs.
- b) Days Off shall be based on the Seniority of each Non-Rotational Crew Member and include one weekend off at least once per Block.
- 13A.03 a) All duty times shall be in accordance with the CARs.
- b) If a Rest Period is required away from the operational base, it shall be for a period of at least ten (10) hours from the end of the duty period until the commencement of the next duty period and shall include eight (8) hours of rest ("Prone Rest"). If a Rest Period is required at the operational base, it shall be for a minimum of eleven and one-half (11 1/2) hours calculated from the end of the duty period until the commencement of the next duty period and shall include eight (8) hours of Prone Rest.
- c) i) A Non-Rotational Crew Member shall receive at least eleven (11) Days Off per Block of which only ten (10) are subject to the selection process described in 13A.01 b) (the 11<sup>th</sup> day is at the Company's choice) and in all cases at least one hundred forty three (143) Days Off per period of thirteen (13) Blocks. Statutory holidays shall be included in the Days Off.
- ii) During the Christmas holidays (December 24 to January 2 inclusive), a Crew Member is entitled to two (2) consecutive Days Off, i.e. the three (3) days from December 24 to December 26 or the three (3) days from December 31 to January 2 inclusively. It is understood that

these two (2) consecutive Days will be assigned if operational requirements permit and are part of the ten (10) Days Off of the applicable Block, i.e. they are not additional Days Off.

iii) Overtime Days (i.e., Days Off worked) shall be assigned on a voluntary basis by Seniority. If no Non-Rotational Crew Member volunteers, Non-Rotational Crew Members will be drafted in reverse order of Seniority. No Non-Rotational Crew Member shall not be required to work more than ten (10) Overtime Days in a Year, other than on a voluntary basis.

iv) Deferred or paid Days Off shall be managed as follows:

- Work on a Day Off = duty time X 1.5: If a Crew Member wishes to be paid for the time worked, the hours (at least eight (8)) will be calculated at time and a half (1.5) for each hour worked on a Day Off. If a Crew Member wishes to instead accumulate the time worked as a Deferred Day Off, his day will be converted to 1.5 days and banked;
- A Deferred Day Off appears as "DDO" on the current schedule or on the next Block;
- For the time so accumulated, a maximum of twelve (12) Deferred Days Off (eight (8) X 1.5) may be banked;
- There is no time limit for taking Deferred Days Off. They remain banked for as long as the Crew Member wishes;
- Once the Crew Member reaches the limit of twelve (12) banked Deferred Days Off (eight (8) days X 1.5), any other worked Day Off will automatically be paid and added to his pay using the same formula of 1.5 X the number of hours worked (minimum eight (8) hours);
- For calculation purposes for the existing Block, if the Deferred Day Off is taken in the same Block, the calculation is made 1 for 1 and will appear on the schedule as MMDO (Moved Monthly Day Off). The missing 0.5 value is then credited to the Crew Member's bank. If the Day Off is taken later, the Deferred Day Off is banked with a value of 1.5 for subsequent use;
- While it is possible to accumulate twelve (12) banked Days Off (eight (8) days X 1.5), an employee who asks to be paid for his Deferred Days Off before reaching his maximum may continue to avail himself of this right until the maximum is reached;

- At the end of each Block, Crew Members receive a report of banked day credits; the report also indicates the Crew Member's total banked credits;
  - The parties may track this bank on a quarterly basis and any errors detected shall be corrected. Nothing prevents a Crew Member from contacting the Crew Planning Office, if necessary, to find out his personal situation;
  - A minimum of one (1) Day handed back as a full day, without fraction. The balance will remain in the Crew Member's banked days;
  - To benefit from Deferred Days Off, the Crew Member shall make arrangements with the Crew Scheduling Supervisor to plan his schedule. As a general rule, approved vacations have priority over Deferred Days Off, which have priority over normal vacations, and normal vacations have priority over Days Off;
  - As such, the order of priority is as follows:
    1. Approved vacations
    2. Christmas period days off – article 13A.03 c) ii)
    3. Deferred Days Off
    4. Single Vacation days, requested outside of established procedure 16.06
    5. Days Off
- v) In the event a Non-Rotational Crew Member is required to work on a Day Off, the Company shall reimburse such Non-Rotational Crew Member for expenses incurred (i.e. travel, tickets for special events) for which he cannot be otherwise reimbursed, on presentation of receipts.
- vi) A Crew Member who is stranded away from base at the end of his rotation or who cannot return to his base for reasons beyond the Company's control (e.g. mechanical problems, unfavorable weather conditions or other similar reasons) shall consider himself drafted and will have to remain at his post with the rest of the crew until the problem is resolved. It is understood that the Company will take the necessary steps to resolve the problem as soon as possible.
- d) As much as possible, Days Off shall be chosen and scheduled in periods of at least forty-eight (48) hours and at least once per Block, and at least twenty-six (26) times per period of thirteen (13) Blocks.
- e) Reserve Days shall be designated in the Block schedule of each Non-Rotational Crew Member.



- f) A Non-Rotational Crew Member on reserve must notify the Crew Scheduling Office where he can be reached at all times when required for duty. On agreement with the Crew Scheduling Office, a Non-Rotational Crew Member on reserve may be absent from his home after leaving a phone number where he can be reached.
- g) Non-Rotational Crew Members must provide a landline or cell phone number so they can be contacted at any time while on reserve.
- h) If necessary, two (2) calls for duty will be made to a Non-Rotational Crew Member on reserve. Such calls will be made fifteen (15) minutes apart. If the Non-Rotational Crew Member on reserve cannot be reached after two (2) calls, he will be deemed to be Not Available and will be subject to disciplinary measures.
- i) A Non-Rotational Crew Member on reserve must report for duty within ninety (90) minutes of receiving a call for duty.
- j) A credit of duty hours equal to the greater of the following amounts shall be allocated to the Non-Rotational Crew Member on reserve:
- four (4) duty hours; or
  - the actual duty hours worked.
- k) A Non-Rotational Crew Member shall receive a duty credit of thirty (30) minutes, to a maximum of twelve (12) hours a Day, for each hour of layover, commencing ten (10) hours after the duty period ends at a destination other than Home Base. The thirty (30) minutes per hour only applies while on the ground.
- l) A Non-Rotational Crew Member shall receive one (1) duty hour credit for each two (2) hours of deadheading, unless such deadheading is not followed immediately by a work assignment (i.e. no Rest Period) in which case the duty hour credit is one (1) hour for one (1) hour.
- m) One Duty Day consists of a minimum of four (4) duty hours. A minimum day shall apply to deadheading.
- 13A.04 a) A Non-Rotational Crew Member may request or be involved in one (1) trip exchange per Block, at the Company's discretion.
- b) It is the responsibility of the Non-Rotational Crew Member requesting the exchange to find a replacement and inform him whether the exchange has been approved or refused.

- c) A Non-Rotational Crew Member requesting a scheduling exchange shall give a minimum of forty-eight (48) hours notice to the Crew Scheduling office, which decides whether to approve or refuse the request. The Crew Scheduling Office shall advise the Non-Rotational Crew Members concerned of its decision within twenty-four (24) hours.
  - d) In exceptional circumstances, the aforementioned conditions may be modified with the consent of the Chief Pilot or Chief Flight Attendant.
- 13A.05
- a) All Non-Rotational Crew Members scheduled for operational duty are required to contact the Crew Scheduling Office one (1) hour prior to the scheduled show time or prior to leaving their place of rest but in no case later than one (1) hour prior to the scheduled show time.
  - b) Unless otherwise advised, Non-Rotational Crew Members scheduled for operational duty or deadheading are required to report for duty one (1) hour prior to the scheduled departure time.
  - c) A Crew Member must advise the Company of any absence that will not allow the completion of any assigned task (flight, reserve, training, rotation, other) by providing the Company with notice as early as possible.
  - d) The Crew Member that does not advise the Company of his non availability for an assigned task (flight, reserve, training, rotation, other) is considered unavailable and may be subject to disciplinary measures.
  - e) The Company may require any type of justification it deems necessary to justify the type of absence cited in order to treat the non availability as an unavoidable no-show.

#### 13A.06 Reassignment

- a) In exceptional circumstances and based on operational requirements, a Non-Rotational Crew Member who reports for duty and loses one (1) flight or a series of flights shall become available for re-assignment. Re-assignment of a Crew Member who reports for duty will depend on daily constraints; however, said Crew Member shall be returned to his Home Base the same Day unless the Non-Rotational Crew Member was originally scheduled to stay overnight.
- b) When a flight is cancelled after a Non-Rotational Crew Member has reported for duty, he shall be credited the actual time of operational duty or four (4) hours, whichever is greater.
- c) A duty period will end with the consent of the Crew Scheduling Office.

13A.07 For remuneration and work scheduling purposes, duty time includes the following:

- a) The time required to report for duty prior to each work period (usually one (1) hour) and the time required to complete after-flight duties (usually fifteen (15) minutes) and/or as per the Company's instructions.
- b) All hours worked to complete a flight.
- c) All other hours of service shall be credited as follows:
  - Ground training: five (5) days of eight (8) hours each, per diem applicable as per section 23.02 and travel expenses as per section 23.01 b) up to a maximum amount not exceeding the Company's corporate rate of a hotel room in Dorval as published annually by the Flight Operations department;
  - Additional training days: actual training hours subject to a minimum of four (4) hours, per diem applicable as per section 23.02 and travel expenses as per section 23.01 b) up to a maximum amount not exceeding the Company's corporate rate of a hotel room in Dorval as published annually by the Flight Operations department;
  - Simulator training: actual training hours subject to a minimum of four (4) hours for training given in Montreal or at the rotational base, or eight (8) hours for training given elsewhere, and the per diem applies;
  - Vacation day: eight (8) hours;
  - Layover: see section 13A.03 k);
  - Travel: minimum four (4) hours;
  - Daily minimum: four (4) hours;
  - Reserve Day: four (4) hours;
  - Deferred Day Off: eight (8) hours;
  - Sick Day: eight (8) hours;
  - Blank Square: zero (0) hours.
- d) Only for Salluit, and only for Flight Attendants, the time required to perform tasks prior to a scheduled flight (usually one (1) hour) is one (1) hour and fifteen (15) minutes and the time required to perform post-flight tasks (usually fifteen (15) minutes) is thirty (30) minutes.

13A.08 a) Work Hours:

The normal work period in a Block shall be one hundred sixty (160) duty hours.

- b) Overtime shall consist of all duty hours worked over and above one hundred and sixty (160) hours per Block (28 days). The regular hourly rate shall be determined with the following formula:

$$\frac{\text{Annual salary} \div 13 \text{ Block}}{160} = \text{hourly rate}$$

13A.09 At the end of each Block and for each Crew Member, the Crew Planning Office will publish a summary of duty time recorded in the system. In the event of a difference between the hours recorded in the system and the hours that the Crew Member has compiled, the Crew Member shall have ten (10) business days to contact the Crew Planning Office to sort out the discrepancy.

Section 13B: Rotational Crew Members

13B.01 a) Each Rotational Crew Member shall, in each Rotational Year, work two hundred (200) days.

- b) Each Rotational Crew Member shall work according to the following Rotational Schedule: fifteen (15) consecutive Rotational Days of availability, including the day of positioning at the rotational base and the day of return therefrom, followed by thirteen (13) consecutive Non-Rotational Days ("off").

13B.02 a) Each Rotational Day is considered either a Duty Day, a Travel Day, a Sick Day, a Non-Duty Rotational Day (NDRD), a Training Day or a Not Available day, as the case may be.

- b) During the fifteen (15) Rotational Days, the Rotational Crew Member may be required to work on his Travel Day back to Montreal as per the following conditions:

- 1) Based on the exemption to paragraph 700.19 (I) (a) of the CARs.
- 2) A Crew Member at the end of his rotation must return to the La Grande (YGL) base no later than two (2) hours before the scheduled departure of the outbound flight. For the other bases, the minimum time is one hour thirty minutes (1:30) before the scheduled departure. The Company may, with the Crew Member's consent, establish a return time that is less than the aforementioned time.
- 3) Wherever possible, the Company shall assign duty time to the Crew Member with the least number of duty hours accumulated during his rotation.

- 4) On the fifteenth (15<sup>th</sup>) day of rotation, the assigned duty time for a Crew Member will not exceed six (6) hours, unless the Company and the Crew Member have agreed upon it. This duty restriction will not apply for the Crew Member assigned to operate a Montreal bound flight.
- 5) On the fifteenth (15<sup>th</sup>) day of rotation, a Crew Member that exceeds six (6) hours of duty will be paid the additional hours at the overtime rate. This formula does not apply on a return from a simulator day to Montreal.

13B.03 a) No changes can be made to the Rotational Period, the number of Rotational Days or the number of Non-Rotational Days without the mutual consent of the Rotational Crew Member assigned and the Chief Pilot or Chief Flight Attendant. Such changes do not imply payment of Overtime Days unless it is mutually agreed that the Rotational Crew Member will work more than two hundred (200) Rotational Days in the Rotational Year.

- b) A Crew Member who is stranded away from base at the end of his rotation and/or cannot return to his base for reasons beyond the Company's control (i.e. mechanical problems, poor weather conditions or other similar reasons) will be considered drafted and shall remain at his post with the rest of the crew until the problem is resolved. It is understood that the Company will take appropriate measures to resolve the problem as soon as possible.

13B.04 The duty time of a Rotational Crew Member for a Duty Day or for a Rotational Period is determined by the limits stipulated by the CARs.

13B.05 Rotational Crew Members are credited duty hours as follows:

- a) Rotational Days
  - i) normally one (1) hour before a flight and normally fifteen (15) minutes after the flight;
  - ii) hours of flight;
  - iii) hours of training;
  - iv) time spent waiting before official cancellation of a scheduled flight (if the Crew Member is re-assigned, the duty hours will include the hours worked and the hours waited;
  - v) hours of work after a flight to accomplish duties required by the Company or operationally necessary;
  - vi) Duty time for any Medevac stand-by at the airport is determined by the limits stipulated in the CARs;

- vii) In a Staffhouse or its equivalent, an NDRD shall consist of four (4) hours.
- b) Each Rotational Crew Member shall advise the Crew Scheduling Office if their daily hours are different from the Company's. In addition, all hours worked shall be recorded and calculated for the application of this Collective Agreement.
- c) Sick Days  
Eight (8) duty hours.
- d) Training Days:
- Ground training: five (5) days of eight (8) hours, per diem applies as per section 23.02 and travel expenses as per section 23.01 b) up to a maximum amount not exceeding the Company's corporate rate of a hotel room in Dorval as published annually by the Flight Operations department;
  - Additional training days: Actual training time subject to a four (4) hour minimum, per diem applies as per section 23.02 and travel expenses as per section 23.01 b) up to a maximum amount not exceeding the Company's corporate rate of a hotel room in Dorval as published annually by the flight operations department;
  - Flight simulator training: Actual time subject to a four (4) hour minimum for training delivered in Montreal or at the rotational base, or eight (8) hours for training delivered elsewhere; per diem applies;
  - Ideally, training days are planned immediately prior or immediately after the Crew Member's rotation period.
- e) Travel Days  
Duty time or a minimum of four (4) hours. At the beginning and at the end of the rotation.  
  
Duty time or a minimum of four (4) hours (if no work period precedes or follows the travel time). At the beginning and at the end of the rotation.
- f) Credit for six percent (6%) base vacation  
A duty time credit of nine decimal two hours (9.2 hours) representing six percent (6%) base vacation on thirteen (13) blocks per year, is credited to the rotational Crew Members' duty time for each of his/her thirteen (13) blocks.

- 13B.06 a) If, during a Rotational Year, a Crew Member works more than two hundred (200) Work Days, he shall be entitled, for each additional Duty Day, to the number of duty hours actually worked or eight (8) duty hours, whichever is greater, at time and a half and, in the event of a Training Day, eight (8) duty hours at time and a half, calculated on the basis of his hourly wage. However, in no event shall he receive less for such additional Duty Day than the amount calculated as follows:

Salary as per Appendix A X 1.5

200

- b) For each Overtime Day worked at the Company's request, a Rotational Crew Member shall be entitled to the number of duty hours actually worked or eight (8) duty hours at time and a half. In the event of an Overtime Training Day, the Crew Member shall be entitled to eight (8) duty hours at time and a half.

Overtime may be compensated with time off based on the 1.5 formula provided a request to this effect is made by the Crew Member and approved by the Company. A minimum of two (2) days shall be granted in full (i.e. not fractioned) days.

- c) A Rotational Crew Member who completes one hundred sixty (160) hours of duty during a rotation shall be eligible for overtime.
- d) At the end of each rotational Block and for each Crew Member, the Crew Planning Office will publish a summary of the duty time recorded in the system. In case of a discrepancy between the hours in the system and the hours compiled by the Crew Member, the Crew Member will have ten (10) working days to contact the Crew Planning Office to resolve the discrepancy.

- 13B.07 a) Overtime Days are assigned on a voluntary basis according to the Seniority of the Crew Members present and on rotation. If no Rotational Crew Member volunteers, Rotational Crew Members shall be drafted in reverse order of Seniority. No Crew Member shall be required to work more than ten (10) Overtime Days in a Rotational Year other than on a voluntary basis.
- b) Overtime Training Days may be assigned to a Rotational Crew Member at the Company's discretion. However, no Rotational Crew Member shall be required to attend more than ten (10) Overtime Training Days in a Rotational Year other than on a voluntary basis.
- c) All Overtime Days and Overtime Training Days shall be compensated for in the pay period immediately following the period in which the overtime work or training took place, if possible; otherwise, they shall be compensated in the following pay period.

- d) Notwithstanding section 13B.10, in the event of a change in the Rotational Period under section 13B.04, the resulting Overtime Days shall be paid following the end of the Rotational Year in which earned.

13B.08 A Rotational Crew Member is deemed not to have a Home Base.

13B.09 If a Rotational Crew Member changes status from a Rotational to a Non-Rotational Crew Member at the Company's request, he shall be treated as if he were changing bases from his current city of residence to the Home Base to which he is assigned on a permanent basis and the provisions of section 8.10 and following shall apply.

For greater certainty, a Rotational Crew Member who applies for a posted position that entails a change in status from Rotational Crew Member to Non-Rotational Crew Member shall not be deemed to be changing location at the Company's request.

13B.10 Flight Crew scheduling for Rotational Crew Members is handled by the Company.

13B.11 If a Rotational Crew Member does not report to work when required for a reason other than due to a Sick Day (up to a maximum of seven (7) per Rotational Year) or a permitted leave, as described in section 12, he shall, for each such day, be docked one day's pay representing 1/200 of his annual salary.

#### SECTION 14 - PROBATIONARY PERIOD

14.01 All Crew Members are subject to a Probationary Period of thirteen (13) Rotational Periods (Rotational Crew Members) or thirteen (13) Blocks (Non-Rotational Crew Members), as the case may be, from the date they begin working in this capacity and paid as a Crew Member. The Company reserves the right to dismiss the Crew Member during his Probationary Period if his performance is deemed unsatisfactory. In such an event, the Company shall provide the Crew Member with the reasons therefor, and copy the Union. The Crew Member concerned shall have no recourse to the grievance procedure to contest his dismissal during the Probationary Period.

14.02 The Company may extend the Probationary Period of a Crew Member by three (3) months and/or three (3) Blocks for Non-Rotational Crew Members or for a different duration agreed with the Union.

14.03 Nothing in section 14.01 shall prevent the Company from reducing the Probationary Period and informing the Crew Member if his performance is deemed satisfactory. In such an event, the Company shall inform the Union.

14.04 a) A Crew Member applying for a position must undergo and successfully complete a training period in accordance with general industry standards



after which he will be subject to an initial Probationary Period of six (6) months. During said Probationary Period, the Chief Pilot or the Chief Flight Attendant may, if in their opinion the Crew Member's performance is deemed unsatisfactory, and after consulting with the Union, return him to the prior position.

- b) A Pilot wishing to become a Captain but who fails the training period in accordance with general industry standards may re-apply for captaincy; if he fails a second time, he will no longer be permitted, as an employee, to reapply for captaincy on the aircraft type on which he failed.
- c) However, the Company reserves the right, after a second failure, to dismiss the Crew Member. The Union shall be informed in writing of the dismissal. Dismissal in such a case shall be considered just and reasonable.

## SECTION 15 - NEW EQUIPMENT

- 15.01 The wage rates provided in this Collective Agreement apply only to the type of aircraft currently used by the Company and to the current designation of the Crew Member as Rotational or Non-Rotational.

When new types of aircraft are acquired or if there is a change in the designation (Rotational or Non-rotational) of aircraft currently in service, the Company and the Union shall meet to negotiate wage rates and working conditions for the Crew Members of these new types of aircraft.

Negotiations shall take place within fifteen (15) days of a request therefore from either party. If the parties fail to reach an agreement within forty-five (45) days of the first bargaining session, either party may submit the conflict to arbitration, as stipulated in section 10.07 of this Collective Agreement.

It is agreed that the foregoing will not prevent the Company from commissioning the aircraft on the scheduled date, providing the Company establishes temporary wage rates and agrees to pay, as soon as the arbitrator's decision is known, the wage rate retroactive to the commissioning date.

- 15.02 When introducing new Equipment, the Company may hire qualified Pilots from outside the bargaining unit for the purpose of training, familiarization and scheduled flights on the network. Such contractual Pilots shall not form part of the bargaining unit. The hiring shall be temporary until the regular Pilots from the bargaining unit who have been offered such position have had the opportunity to obtain the necessary qualifications to operate said Equipment.

## SECTION 16 - PAID ANNUAL VACATION

### 16.01 Rotational Crew Members

1 - 9 years Seniority:	Six percent (6%)	Three (3) weeks
10 – 15 years Seniority:	Eight percent (8%)	Four (4) weeks
16 - 24 years Seniority:	Ten percent (10%)	Five (5) weeks
25 and more years Seniority:	Twelve percent (12%)	Six (6) weeks

### Non-Rotational Crew Members

1 - 9 years Seniority:	Six percent (6%)	Three (3) weeks
10 – 15 years Seniority:	Eight percent (8%)	Four (4) weeks
16 - 24 years Seniority:	Ten percent (10%)	Five (5) weeks
25 and more years Seniority:	Twelve percent (12%)	Six (6) weeks

16.02 a) Vacation time for a Rotational Crew Member shall be deemed to be taken on their time off immediately following the payment of vacation by the Company. Such vacation time shall be proportional to the amount of the vacation pay, paid every two weeks.

b) A Rotational Crew Member entitled to six percent (6%) vacation will be deemed to take the first seven and a half (7-<sup>1</sup>/<sub>2</sub>) days of vacation after the first vacation payment (one-half) and the other seven and a half (7-<sup>1</sup>/<sub>2</sub>) days of his vacation after the second and last vacation payment, during his period of Days Off one hundred and sixty four (164) days.

c) A Rotational Crew Member entitled to eight percent (8%), ten percent (10%) or twelve percent (12%) shall receive the amount over and above six percent (6%) in monetary compensation.

16.03 Annual vacation for a Non-Rotational Crew Member shall not be cumulative and shall be taken in the year earned, with the exception that one (1) calendar week (seven (7) calendar days) may be taken during the first six (6) months following the year such vacation was earned.

16.04 If a Non-Rotational Crew Member is absent due to illness, vacation otherwise scheduled may be taken upon his return to work.

16.05 The first week of vacation of Non-Rotational Crew Members shall be a period of nine (9) calendar days. This equals two weekend days followed by five (5) vacation days followed by two (2) weekend days. Subsequent weeks shall be five (5) days of vacation followed by two weekend days.

16.06 a) Vacation scheduling shall take place twice a year:

- In September for the vacation period from November to April; and
- In March for the vacation period from May to October.

The vacation scheduling process is more amply described in section 16.06 c).

- b) The Company reserves the right to decide the number of Crew Members who can take vacation at the same time so as to maintain sufficient operating Crew Members for operational needs.
- c) The vacation bid process is as follows:
  - 1. Vacation periods are selected by Seniority;
  - 2. Each Crew Member has twenty-four (24) hours to make his selection;
  - 3. For the first (1<sup>st</sup>) round, Crew Members make their selection from the availability grid;
  - 4. A call is placed one (1) hour before the end of the first (1<sup>st</sup>) round to Crew Members who have not yet submitted their vacation requests to the Crew Scheduling Office;
  - 5. A second (2<sup>nd</sup>) round is made available for the remaining available weeks to Crew Members who expressed an interest in participating in this second (2<sup>nd</sup>) round;
  - 6. The process is repeated if other vacation weeks become available during a vacation period.

Given the strong demand for vacation during the peak period starting the Monday following the June 24<sup>th</sup> Fête Nationale up to the Friday (inclusively) before Labour Day, the number of vacation weeks is limited to two (2) during the first (1<sup>st</sup>) round.

Once the vacation bid process is completed, the results are communicated to the Crew Members, who have one (1) week to exchange weeks among themselves, subject to the Company's approval.

- 16.07 The Company shall advise all Non-Rotational Crew Members, by way of a posting, of the vacation period awards, not later than April 15 and October 15 following the closing date of the vacation posting.
- 16.08 The vacation periods selected by Non-Rotational Crew Members cannot be changed without the consent of the Non-Rotational Crew Members and the Company.
- 16.09 Nothing in this section shall prevent the Company from advising Non-Rotational Crew Members several months in advance of their annual vacation periods.

- 16.10 If the Company changes the annual vacation period of a Non-Rotational Crew Member, the Company shall reimburse the Non-Rotational Crew Member trip cancellation fees on presentation of receipts.
- 16.11 Non-Rotational Crew Members shall receive their vacation pay during their vacation period. Vacation pay may be paid prior to leaving on vacation provided a request is made to this effect thirty (30) prior to the vacation start date.

## SECTION 17 - STATUTORY HOLIDAYS

17.01 The following thirteen (13) days shall be considered paid statutory holidays for all Crew Members on the Company's payroll:

- New Year's Day
- January 2<sup>nd</sup>
- Good Friday
- Easter Monday
- Dollard Day
- National Aboriginal Day
- Fête Nationale
- Canada Day
- Labour Day
- Thanksgiving
- Remembrance Day
- Christmas Day
- Boxing Day

However, Non-Rotational Crew Members receiving benefits from a government plan (CNESST) or a salary insurance plan (disability) shall not be entitled to paid statutory holidays.

17.02 Amounts paid for statutory holidays shall be included in the Crew Member's salary. For Rotational Crew Members, the first thirteen (13) Non-Rotational Days of their second Rotational Period shall be deemed to be statutory holidays.

## SECTION 18 - SICK DAYS

18.01 A Sick day is defined as a period of one (1) or more days or parts thereof during which a Crew Member was scheduled to be available for work and was unable to report due to illness, medical appointment or injury, for care to himself/herself, his or her spouse, parents, parents-in-law, or dependent children.

Sick Days are not additional vacation days that may be selected spontaneously or randomly but are graciously provided by the collective efforts of the

Company's employees to provide support to their colleagues, or their immediate family members as defined herein, in cases of incapacity or illness.

Absence due to illness or injury must be formally reported to the Crew Member's immediate supervisor as soon as feasible or if this is impossible due to the Crew Member's condition, as soon as possible.

- 18.02 Each full time Crew Member holding a permanent status position who has completed six (6) months of continuous employment is entitled to seven (7) sick days for every calendar year payable at one hundred percent (100%) of base salary, in the event of illness or injury as defined above. Such sick days may be accumulated from one year to the next to a maximum of forty (40) days total. Accumulated sick days have no cash surrender value on termination of employment. A new Crew Member having completed six (6) months of continuous employment during the calendar year in which he is hired is entitled, for that calendar year, to a pro-rated number of sick days.
- 18.03 Payment for sick leave for periods exceeding two (2) consecutive working days will be granted only upon the receipt, by the Crew Member's Supervisor and/or by the Company designated resource occupying a HR role, of a medical certificate confirming the date of the visit, the start date of the absence, the nature of the illness or the medical issue, the expected duration of the incapacity and, where relevant, identifying any special conditions requisite to the Crew Member's return to work.
- 18.04 If sick days are taken in surplus of what a Crew Member has accumulated to that point, the Crew Member will not receive pay for those days. At the request of the Crew Member, days can be debited against her/his vacation.
- 18.05 For all cases of sick leaves and short term disabilities, the Company reserves the right at any time to require a Crew Member to submit to a medical examination by a physician of the Company's choice.
- 18.06 The Company ensures the confidentiality and privacy of all documentation related to the present article.

## SECTION 19 - GROUP INSURANCE

- 19.01 Any Crew Member with more than six (6) months' service with the Company shall be covered by the Company's group insurance plan, except for life insurance, which is effective as of the hiring date.
- 19.02 The Company shall maintain, throughout the term of this Collective Agreement, the current group insurance plan or an equivalent plan. A copy of the current group insurance plan shall be provided to the Union on request.
- 19.03 Any material change to the group insurance plan shall be made only following written agreement with the Union.

19.04 The Company shall be responsible for all group insurance premiums except disability insurance premiums, which shall be deemed paid by the Crew Member and added to his annual salary.

## SECTION 20 - MEDICAL EXAMINATION

20.01 The Company reserves the right to request, at any time, a Crew Member to submit to a medical examination by a physician of the Company's choice, in addition to any medical examination required by government regulations to maintain his licence, if his health or physical condition seems to be deteriorating. In such an event, the Crew Member shall receive a copy of the medical report.

Any Crew Member who fails a medical examination requested by the Company, may, at his discretion, have his case reviewed as follows:

- a) within fifteen (15) days following such examination, he may ask a second opinion from a qualified physician of his choice and at his own expense for the same type of examination as the Company physician;
- b) a copy of the medical report from the physician chosen by the Crew Member shall be provided to the Company, and if such medical report corroborates the report of the Company's physician, no further medical report shall be requested with regard to the Crew Member's medical record;
- c) if the report of the physician chosen by the Crew Member does not corroborate the report of the Company's physician, the Company, on written request from the Crew Member, shall ask the two (2) physicians to agree on a third qualified and impartial physician, preferably a specialist, to perform another medical examination;
- d) This impartial physician shall examine the Crew Member concerned and the case shall be settled based on the results of his medical examination.

20.02 The expenses of the impartial physician referred to in section 20.01 c) shall be paid equally by the Company and the Crew Member concerned. Copies of the reports from each physician shall be forwarded to the Company and to the Crew Member.

20.03 It is agreed that the findings of the aforementioned physicians shall be impartial and medical opinions shall not be exchanged, verbally or in writing, before each physician has examined the Crew Member concerned. However, nothing in the above provisions shall prevent the physicians from exchanging medical opinions once the Crew Member has been examined and before a common decision is reached.

20.04 The Company shall pay one hundred percent (100%) of the following expenses:

- a) Periodic physical examinations, electrocardiograms and audiograms required under government regulations;

(In reference to the aforementioned physical examinations, the pilot shall see a physician designated by Transport Canada, save for the initial examinations, which shall be performed by the physician designated by the Company. Under no circumstances shall the Company be required to reimburse the cost of a physical examination by a Transport Canada-designated physician if it exceeds the cost of the same examination by the Company-designated physician. For medical examinations required to maintain a Crew Member's licence, the Company shall pay reasonable travel expenses as per section 23.01 b).

- b) Licence endorsement required by the Company.

20.05 Pilots shall be responsible for periodic physical examinations, including electrocardiograms, required by government regulations to maintain their licence. A pilot's failure to comply with this provision shall be cause for disciplinary measures.

## SECTION 21 – UNIFORMS

21.01 Uniforms for Rotational and Non-Rotational Crew Members shall comprise those items described in Appendix D, the cost of which shall be shared between the Company and the newly hired Rotational Crew Member as indicated in Appendix D.

21.02 The Crew Member shall be responsible for the upkeep of his uniform and shall, at all times, comply with the instructions set forth in the Company's Standard Operating Procedures (SOP) and the Flight Attendant Manual (FAM). The Company may require a Crew Member to replace any part of his uniform if it is deemed not to standard.

21.03 If a Crew Member leaves the employment of the Company of his own accord within the first six (6) months of hiring, he shall reimburse the Company fifty percent (50%) of the cost of the uniform, pro-rated to the number of months worked, and such amount shall be deducted from his last pay.

If a Crew Member leaves the employment of the Company of his own accord within the first six (6) months of receiving a new parka, he shall reimburse the Company fifty percent (50%) of the cost of the parka, pro-rated to the number of months worked, and such amount shall be deducted from his last pay.

- 21.04 The Company shall provide a pregnant Crew Member with a maternity uniform (selected by the Company) at no charge. The maternity uniform shall be returned to the Company after the baby is born.
- 21.05 Clothing required due to changes in physique other than pregnancy shall comply with Company standards and the cost thereof shall be assumed by the Crew Member.

## SECTION 22 - WAGE RATES

- 22.01 a) The salary scales for year one (1) (July 1, 2016 to June 30, 2017) of the present Collective Agreement are listed in Appendix A, which is an integral part of this Collective Agreement.
- b) Salary scales ending on June 30<sup>th</sup>, 2017 are increased by one decimal five percent (1.5%) on July 1<sup>st</sup> 2017. Salary scales applicable July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2018 appear in Appendix «A».
- c) The salary scales for the subsequent years are increased on July 1<sup>st</sup> of years 2018, 2019, 2020, 2021, 2022 by a percentage equivalent to the consumer price index (CPI – calendar year, variation in % from previous year) for the Province of Québec – all items, index found at: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/econ09f-eng.htm> for a maximum of two percent (2%) per year.

For information purposes and for clarity, the following table indicates the historical data of the CPI – calendar year as described above.

Consumer Price Index, by province (Québec)					
	2011	2012	2013	2014	2015
% change from previous year					
All-items	3.0	2.1	0.7	1.4	1.1

In order to avoid any confusion when it comes to the application of this clause, the increase applicable to the July 1<sup>st</sup>, 2018 scales is the index of the above table (maximum two percent (2%)) indicated in column 2017 as published by Statistics Canada in 2018 and so on for subsequent years.

- d) Should the CPI described above exceed two decimal five percent (2.5%) on a second occasion during the Collective Agreement, the parties agree to meet to discuss possible actions for this second occasion or any subsequent occasion.



Application examples:

1. If the CPI applicable to the 2018 scales is two decimal five percent (2.5%) or less, no action pertaining to clause 22.01 c) is required.
2. If the CPI applicable to the 2018 scales is more than two decimal five percent (2.5%), no action pertaining to clause 22.01 c) is required.
3. If the CPI applicable to the 2018 scales is more than two decimal five percent (2.5%) and if a subsequent year is also more than two decimal five percent (2.5%), the parties will meet to discuss possible actions.

22.02 A Crew Member's salary shall not be reduced if he is assigned by the Company to a lower paying flight position unless he has been permanently or temporarily suspended or permanently demoted.

22.03 When a change of Equipment requires a change in salary, such change shall become effective as follows:

For Captain:

On the date of the first (1<sup>st</sup>) revenue flight as Captain on the type of aircraft.

For First Officer and Flight Attendant:

On the date of the first (1<sup>st</sup>) revenue flight as First Officer or Flight Attendant.

22.04 a) A Crew Member's salary is determined based on his months of service in the position (Captain, First Officer or Flight Attendant) and the type of Equipment he is operating within the Company, as indicated in Appendix A.

b) The Company may consider, among other things, a new candidate's relevant experience in order to have him start at a particular salary level.

22.05 a) The Company shall pay Crew Members their base salary by direct deposit every two (2) weeks.

b) Changes in salary level as indicated in Appendix A shall be made by the Company as per section 22.04 a) and b) on the anniversary date of the change in level.

c) Any Crew Member exceeding eighty (80) hours of flight (Block Time) during a Block or rotation shall be paid a flying premium for each hour of Flight Time exceeding eighty (80), as follows:

- Captain: \$26.25
- First Officer: \$15.75
- Flight Attendant : \$10.50

22.06 Temporary assignment to a higher position.

- a) An assignment shall be considered temporary when it does not exceed six (6) months in a calendar year, provided it was previously designated as such.
- b) Any Crew Member who has completed a temporary assignment shall, for the duration of such assignment, be paid at the wage rate provided for that position and the aircraft concerned.
- c) Any Crew Member who has completed a temporary assignment and who returns to his former position shall be credited in full months for the experience acquired in the temporary position.
- d) A junior Crew Member shall be on a temporary assignment for a maximum of six (6) months, extendable for a further six (6) months, after which he shall become permanent in his position.
- e) Junior Crew Members on temporary assignment shall be chosen based on proficiency, experience, attitude and Seniority.
- f) Within normal operations, when a senior Crew Member has the required experience, he shall be able to bump a junior Crew Member assigned to a temporary position within the twelve (12) month period.
- g) A First Officer on temporary assignment as Captain on a given type of aircraft shall be entitled to the hourly base rate of a Captain when on duty in this capacity.
- h) The Company shall confirm, in writing, the duration and nature of the assignment and any extension thereof.

22.07 Effective date of change

- a) In the event of a promotion or a temporary assignment, the change in wage rate shall take effect as follows:

For Captain:

On the date of the first (1<sup>st</sup>) revenue flight as Captain on the type of aircraft.

For First Officer and Flight Attendant:

On the date of the first (1<sup>st</sup>) revenue flight as First Officer or Flight Attendant.

b) In the event of a demotion or at the end of a temporary assignment:

For a Non-Rotational Crew Member, on the date of the last scheduled flight (revenue flight) in the position and with the aircraft prior to the demotion, and for a Rotational Crew Member, on the date of the Non-Rotational half-day of the Rotational Period in which the last scheduled flight in the position and with the aircraft took place prior to the demotion.

c) Following a training course, if a junior Crew Member is assigned to revenue flights before a senior Crew Member with the same training, the wage rate of the bypassed senior Crew Member shall be changed at the same time as that of the junior Crew Member. However, this provision does not apply in the following cases:

- sick leave;
- leave without pay;
- annual vacation;
- failure to report for training at the designated date.

d) In the event of a demotion (status and/or Equipment), the change in wage rate shall become effective as of the date of the change of position, considering the experience acquired in full months in such position or in a higher position. The anniversary date of the change in salary level shall be determined by the anniversary date prior to the demotion.

22.08 Crew Members conducting training or administering flight tests shall be remunerated as follows:

Pilots:

- Training Pilot : \$3,000.00/year\*
- ACP Pilot: \$6,000.00/year\*
- Duty hours when at simulator: 10 hours+/day

\*Does not apply to travel days.

\*Premiums are non-cumulative.

- Airborne training: \$25.00/hour
- Training/PPC in simulator: \$200.00/session
- Line indoctrination: \$100.00/day
- PPC Flight Test: \$25.00/hour
- Line Check : \$70.00/day

Flight Attendant:

- Observation flight: \$50.00/day
- Line indoctrination: \$90.00/day
- Line Check: \$70.00/day

22.09 A Flight Attendant designated as Flight Attendant in Charge by the Company for a B737 flight shall receive the following additional premium based on his Seniority:

- 0-12 months: \$6.50/hour of Flight Time
- 13-24 months: \$7.20/hour of Flight Time
- 25-60 months: \$8.00/hour of Flight Time
- More than 60 months: \$9.20/hour of Flight Time

## SECTION 23 - TRANSPORTATION AND EXPENSES

### 23.01 Transportation

#### a) Rotational Crew Members:

- i) At a rotational base, the Company will provide ground transportation to and from the airport to the rest facility;
- ii) Return air transportation between the Montreal Trudeau Airport and the rotational base will be provided by a carrier of the Company's choice. Such transportation shall be on a confirmed basis.

#### b) Rotational and Non-Rotational Crew Members

The reimbursement rate for an employee who is approved to use his own vehicle on Company business is fifty five cents (\$0.55) per kilometre.

For simulator training outside of Montreal, Crew Members who have obtained Company approval to use their own means of transportation shall be reimbursed a maximum of five hundred dollars (\$500) for the total kilometrage. In the case when Crew Members carpool, one single reimbursement per vehicle is authorized.

### 23.02 Meals and Allowances

#### a) Rotational Crew Members

- i) Prepared meals, or food and access to kitchen facilities, shall be provided to all Rotational Crew Members while on duty.
- ii) When a Rotational Crew Member is on duty outside a location where food is provided reasonable expenses supported by receipts will be reimbursed.

- iii) A Rotational Crew Member on duty outside his base and where food is not provided will be reimbursed as follows on submission of an expense report based on the following per diem:

Breakfast: \$15.00 (when on duty between 5:00 a.m. and 8:30 a.m.)  
Lunch: \$20.00 (when on duty between 11:00 a.m. and 1:00 p.m.)  
Dinner: \$30.00 (when on duty between 5:00 p.m. and 7:00 p.m.)  
TOTAL \$65.00

No receipt is required. The applicable per diem will not be paid when a Crew Member is on Company business if meals are provided.

b) **Non-Rotational Crew Members**

- i) Meals of like quality to those provided to passengers shall be provided to Non-Rotational Crew Members while in flight.
- ii) When a Non-Rotational Crew Member is on duty, he will be reimbursed for expenses based on the following per diem if meals are not provided:

Breakfast: \$15.00 (when on duty between 5:00 a.m. and 8:30 a.m.)  
Lunch: \$20.00 (when on duty between 11:00 a.m. and 1:00 p.m.)  
Dinner: \$30.00 (when on duty between 5:00 p.m. and 7:00 p.m.)  
TOTAL \$65.00

No receipts are required. The applicable per diem will not be paid when a Crew Member is on Company business if meals are provided.

23.03 Lodging

a) Rotational Crew Members

Accommodations deemed reasonable for the geographic region in which they are located shall be provided by the Company while the Crew Member is on duty.

Rotational Crew Members shall also be entitled, for each Rotational Period, to an overnight (1) stay in Montreal (or other location agreed by the Company), either before their first or after their last Rotational Day, at a hotel of the Company's choice.

Any Rotational Crew Member, depending on his place of residence, who participates in required training shall be entitled to a hotel room on the day preceding and following the Training Day, at a hotel of the Company's choice, or to an actual kilometre allowance not exceeding the price of the hotel room.

b) Rotational and Non-Rotational Crew Members

The Company shall provide a hotel room or other facility to any Crew Member who has a layover exceeding eight (8) hours or a hotel room for the crew when a scheduled layover is more than (5) hours but less than eight (8) hours, if such facilities are located reasonably close to the airport.

23.04 Expense claims must be submitted within thirty (30) days following the date of the event and include original receipts, failing which there will be no reimbursement.

23.05 Prescription glasses

A Crew Member may claim up to three hundred dollars (\$300.00) for prescription glasses or prescription contact lenses (taxable benefit) subject to the following conditions:

- Five (5) years Seniority as Crew Member;
- Non-transferable to spouse or dependants;
- Subsequently renewable every three (3) years;
- Receipts are mandatory: invoice and a copy of the optometrist exam.

SECTION 24 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

24.01 Air Inuit has established a registered retirement savings plan for all permanent full-time active employees who have completed six (6) months of continuous service. An amount equivalent to five (5%) percent of the employee's annual base salary shall be deposited in his RRSP account at a financial institution of the Company's choice within sixty (60) days of the end of the calendar year. This benefit commences only after the Probationary Period and is not retroactive. In the event of any absence of any nature, the amount payable will be adjusted prorata to the period(s) worked.

SECTION 25 - RETIRING ALLOWANCE PLAN

25.01 In addition to Air Inuit's RRSP program, the Company has established a Retiring Allowance Plan as follows:

- a) Retiring employees, who have attained a minimum of fifty five (55) years of age and a total of eighty (80) points, with one (1) point allotted for each year of age and one (1) point allotted for each year of service, will be entitled to the benefits defined below when they retire;
- b) Years of service include Company-approved leaves and disability/medical leaves;

- c) Having attained a minimum of fifty five (55) years of age and having attained eighty (80) points, upon retirement the employee will be entitled to one (1) month of salary per year of service at his/her average base salary over the last three (3) years of service with Air Inuit, to a maximum of twenty four (24) months. In particular cases, the Company may at its own discretion modify the average annual remuneration for an employee who has been disadvantaged for operational reasons, at the request or with the approval of the Company.
- d) Crew Members shall also be entitled to the following travel benefits:
  - i) Fifteen (15) ZED (ZH) passes for travel on Air Inuit. The passes will remain valid for ten (10) years or as otherwise agreed;
  - ii) Stand-by status;
  - iii) The passes are for the personal use of the retiring Crew Member, his eligible dependants or a guest if the latter is travelling with the Crew Member.
  - iv) May be subject to blackout periods.
- e) For Crew Members who are a minimum of fifty (50) years of age and who have attained eighty (80) points, the Retirement Allowance Plan will be reduced by eight percent (8%) per year below the age of fifty five (55). Retirement travel benefits remain unchanged.
- f) In order to be eligible for the Retiring Allowance Plan, the Crew Member must provide written notice of his intention to retire at least six (6) months prior to his last day of active service.
- g) In the event of disability, death or long-term illness, the provisions of Air Inuit's medical and life-insurance programs replace the retiring allowance.
- h) The retiring allowance will be disbursed in a lump sum on retirement unless the Crew Member issues other instructions.

## SECTION 26 - GENERAL PROVISIONS

- 26.01 Any instructions or agreement between the Company and a Crew Member regarding a change of base, a promotion, a demotion, a lay-off, a change in vacation or a leave of absence shall be in writing with a copy to the Union.
- 26.02 a) A Crew Member shall not be required to pay for any Company Equipment used for training purposes.
- b) A Crew Member shall not be held liable for damage caused to aircraft or Equipment while on duty for the Company unless such damage is due to his gross negligence or willful misconduct.

- c) A Crew Member shall pay for any manual lost or damaged (normal wear and tear excepted) due to his negligence.

26.03 If the Company changes ownership or merges with another company, the provisions of the *Canada Labour Code* and its regulations shall apply.

26.04 Flight data recorders and cockpit voice recorders shall be used solely for the purpose of investigating accidents or incidents and to facilitate aircraft maintenance and safety. Under no circumstances shall these two (2) devices be used to monitor or check a Crew Member's conduct during a flight.

During the investigation of an accident or incident, the Company shall not reveal the content of these devices to the general public or the news media without the prior approval of the Crew Member concerned and the Union.

26.05 The Company shall pay for all expenses incurred to repatriate the bodies of Crew Members killed in the line of duty for the Company, away from their Home Base. The body or bodies of the victim(s) will be repatriated to their Home Base.

26.06 a) Following an aircraft accident or incident warranting an investigation, the Crew Member and/or his representatives shall have access to any information over which the Company has authority and that could affect his employment status.

b) When the investigation is conducted by the Company, the management staff in charge of the investigation shall endeavour to submit a final report within six (6) months. The Crew Member concerned and the Union shall cooperate fully in the investigation. They shall be kept informed of the progress thereof and receive a copy of any preliminary or final report that may affect the status of the Crew Member.

c) In the event of an accident or incident involving an aircraft, the Crew Member involved shall be required to submit an Aviation Occurrence Report (AOR) as per the CARs.

26.07 The Company shall provide legal counsel, free of charge, to any Crew Member subject to a lawsuit by a third party arising from any accident that occurred while the Crew Member was on duty for the Company.

Legal counsel shall also be available to the estate of a deceased Crew Member subject to legal proceedings arising from an accident while the deceased Crew Member was on duty on board a Company aircraft.

26.08 a) If a Pilot fails a PPC flight test, he will be advised of the failure in writing with a copy to the Union. The Pilot will then receive appropriate training, i.e. two (2) hours in the simulator or two (2) hours of flight training in the aircraft in question, with emphasis on the topics that caused him to fail.



- b) Following this additional training and on the recommendation of the Chief Pilot, the Pilot in question shall be re-tested, if possible, within five (5) days of the first failure, by a Transport Canada inspector or a different Company ACP (Approved Check Pilot) than the one who administered the original test, at the choice of the Company.
  - c) If, after completing the additional training mentioned above, the Pilot is not deemed to be ready for a re-test with a Transport Canada inspector or a Company ACP, the Chief Pilot may deduct three (3) days' pay from the Pilot's salary. The Pilot shall, however, be reimbursed the three (3) days' pay if he passes the second (2<sup>nd</sup>) test with a Transport Canada inspector or a Company ACP.
  - d) If the Pilot fails the flight test described in paragraph b) a second (2<sup>nd</sup>) time, he may be dismissed, at the Company's discretion. In such an event, the Pilot will be advised of his dismissal in writing with a copy to the Union. Such a situation shall be considered just and sufficient cause for dismissal.
- 26.09 a) It is agreed that a Crew Member shall perform all duties typically related to the operation of an aircraft in a northern Canadian context, including all duties required by the Company's operating and/or procedural manuals.
- b) Pilots may be required to maintain qualification on two (2) different types of aircraft. A Pilot, who, at the Company's request, is required to maintain qualification on two (2) different types of aircraft either temporarily or permanently will receive a single annual premium subject to passing his PPC on the second (2<sup>nd</sup>) aircraft in accordance with the following dual endorsement specifications:
- 703-703 or 703-704 or 703-705 or 704-705 \$2,000.00
  - 705-705 \$3,000.00
- c) Crew Members shall devote all their flight hours and duty time exclusively to the Company, unless agreed otherwise by the Chef Pilot or the Chief Flight Attendant.
- 26.10 a) The Company shall provide any Crew Member who makes the request, with a copy of his training record.
- b) Any training audio and/or video recordings shall belong to the Company but shall be accessible to the Crew Member concerned.
- 26.11 a) Crew Members are eligible for reimbursement of the following expenses incurred in the performance of their functions provided original receipts are submitted along with the expense report form:
1. Annual or biannual medical examination to maintain Pilot licensing (20.04).

2. Annual fee charged by Transport Canada to process the Pilot's medical certificate.
  3. Cost of obtaining a photograph for a Canadian passport and five (5) year Canadian passport fees once (1) every five (5) years upon renewal).
  4. Visas or vaccinations required for the performance of their functions.
  5. Parking fees (once (1) only) to obtain a first RAIC or a first (1<sup>st</sup>) parking permit.
  6. Annual or monthly security and/or parking pass in connection with the performance of their functions. However, Crew Members shall be responsible for replacing a lost pass or parking permit.
  7. The cost of alterations for the initial and replacement uniforms (i.e. shortening of pants and skirt hems, sleeves, coat).
- b) Crew Members are responsible for ensuring that all documents, licences, medical certificates, passports, permits and RAICs required to perform their functions are valid. Copies of the aforementioned documents shall be provided to the Company as soon as they are renewed or on request.

26.12 a) King Air, Twin Otter, Dash-8 and similarly operated aircraft

A Pilot with four (4) or less years of service with the Company who receives initial training on one of these aircraft and who leaves the Company either of his own accord or following dismissal for cause within twelve (12) months of such training shall reimburse a percentage of his training costs as follows, up to a maximum of ten thousand dollars (\$10,000.00):

Departure Within	Reimbursement Due
0 – 3 months	100%
4 – 6 months	75%
7 – 9 months	50%
10 – 12 months	25%
Over 12 months	0

b) B737 and similarly operated aircraft

A Pilot, regardless of his years of service with the Company, who receives initial training on a B737 or similarly operated aircraft and who leaves the Company either of his own accord or following dismissal for cause within thirty-six (36) months following such training shall reimburse a percentage of his training costs as follows, up to a maximum of twenty thousand dollars (\$20,000.00):

Departure Within	Reimbursement Due
0 – 12 months	100%
13 – 18 months	75%
19 – 24 months	50%
25 – 36 months	25%
Over 36 months	0

26.13 No individual agreement regarding any one or all of the provisions subject to this Collective Agreement shall be valid without the Union's consent.

26.14 Automated Flight Information Reporting System (AFIRS)

An automated flight information reporting system (AFIRS) is a satellite-based information system that enhances flight safety, monitors engine trending and tracks flights in real time via satellite communication services.

The Company has installed and may use an AFIRS on its entire fleet for the purposes described above. The AFIRS system's objective is not to monitor or verify the behavior of a Crew Member during a flight, its main objective is to allow the Company to track its flights, to establish operational tendencies and to optimize operations.

26.15 Flight Data Monitoring Program (FDM)

The Flight Data Monitoring (FDM) Program is designed to enhance air safety by collecting and analyzing operating data. The Company may decide to use this technology when required by regulation or to improve flight safety and operating efficiency.

26.16 If the Company decides to provide each Crew Member with an electronic flight bag (EFB), the device shall remain the Company's property but Crew Members will be fully responsible for its upkeep, use, daily software updates and daily operational use. Crew Members are responsible for complying with all SOPs and FAMs when using an EFB.

Crew Members must return the EFB if they leave the Company.

## SECTION 27 - ACQUIRED RIGHTS

27.01 The parties agree that there are no acquired rights other than those listed in Appendix C.

## SECTION 28 - DURATION OF AGREEMENT

- 28.01 a) This Collective Agreement shall come into force, retroactively solely in the case of the salary scales provided in Appendix A effective July 1, 2016, on the signature date thereof and, subject to the reopening provided for in b), remain in effect until June 30, 2023 inclusively.
- b) Notwithstanding paragraph a), the Collective Agreement shall terminate if the Company gives the Union written notice of its intention to reopen the Agreement but only under the circumstances described in paragraph c) below.
- c) If the federal government amends the duty hours stipulated in the *Aeronautics Act* or the CARs and the amendments are enacted during the term (including its application, more specifically, by the effect of the legislation after its expiration) of this Collective Agreement, the Company shall be permitted to reopen the Agreement, as provided for in d) below.
- d) If the Company gives the aforementioned notice but the negotiations that follow the reopening of the Agreement stall, the parties shall have the right to strike and to a lock-out.
- e) In light of this unique situation, no grievance may be filed or submitted to arbitration if the Collective Agreement is breached due to the fact that the Company is required to respect new standards/rules to which the Collective Agreement has not yet been adapted.
- 28.02 If the reopening of the Agreement provided for in section 28.01 does not apply, this Collective Agreement, on expiration thereof, will renew automatically from year to year unless either party gives the other written notice of its intention to amend said Agreement, within ninety (90) days prior to its expiration.

Negotiations must commence within thirty (30) days of such notice. In the event of such notification, this Agreement shall remain in force during the negotiation of a new collective agreement.

28.03 Following the signature of this Collective Agreement and in accordance with section 28.04, active Crew Members within the Company will receive a single lump sum amount equivalent to one percent (1%) of their July 1, 2015 to June 30, 2016 base salary.

28.04 The sole retroactivity set out at section 28.01 a) and the single lump sum payment set out at section 28.03 are paid, at the latest, sixty (60) days following the Collective Agreement's signature date, and this, only to the Crew Members who are still employed by the Company at disbursement.


## COLLECTIVE AGREEMENT SIGNATURES

This collective agreement is signed in Montreal by both parties on March 20<sup>th</sup> 2017 by:

For Air Inuit Ltd.



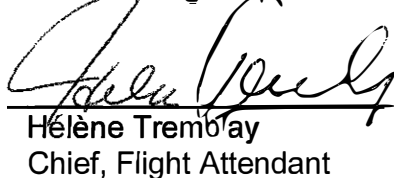
Christian Busch  
Vice-President, Operations  
and COO



Michael Voland  
Vice-President, Finance  
and CFO

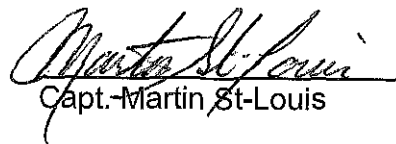


Capt. Sébastien Michel  
Director, Flight Operations



Hélène Tremblay  
Chief, Flight Attendant

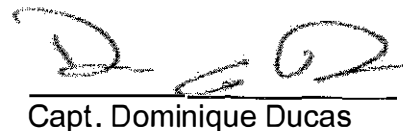
For the Union



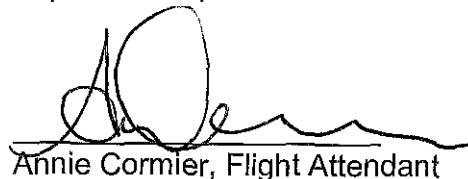
Capt. Martin St-Louis



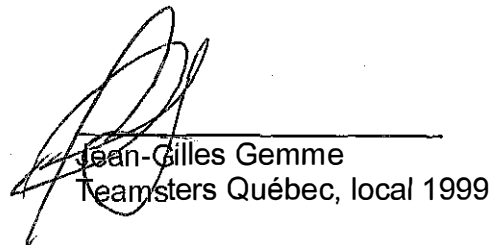
Capt. Louis Simon



Capt. Dominique Ducas



Annie Cormier, Flight Attendant



Jean-Gilles Gemme  
Teamsters Québec, local 1999

APPENDIX A - SALARY SCALES

**1. Salary scales applicable from July 1<sup>st</sup>, 2016 to June 30<sup>th</sup>, 2017.**

**Twin Otter/King Air Group**

First Officers - Twin Otter/King Air	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	30,364.00
2	31,883.00
3	33,476.00
4	34,147.00
5	34,829.00

A - Captains - Twin Otter/King Air	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	52,300.00
2	54,915.00
3	57,661.00
4	58,814.00
5	59,991.00
6	61,190.00
7	62,415.00

B - Captains - Twin Otter/King Air	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	55,054.00
2	57,805.00
3	60,695.00
4	61,910.00
5	63,150.00
6	64,412.00
7	65,700.00

**A and B Salary Scales Application – Captains Twin Otter/King Air**

All Crew Members currently employed with the Company on the date of signature of the Collective Agreement (March 20, 2017) will be subject to the B salary scale. All Crew Members employed after the signature of the present Collective Agreement will be subject to the A salary scale.

### Dash-8 Group

First Officers - Dash-8	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	42,850.00
2	44,994.00
3	47,242.00
4	48,188.00
5	49,152.00

Captains - Dash-8	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	72,879.00
2	76,522.00
3	80,348.00
4	81,957.00
5	83,594.00
6	85,266.00
7	86,972.00
8	88,710.00
9	90,484.00
10	92,295.00

### B737 Group

First Officers - B737	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	53,200.00
2	57,500.00
3	63,591.00
4	66,771.00
5	70,111.00
6	73,615.00
7	75,399.00
8	78,415.00
9	81,159.00
10	83,594.00

Captains - B737	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	103,267.00
2	108,702.00
3	115,167.00
4	122,146.00
5	129,255.00
6	135,717.00
7	141,146.00
8	146,792.00

## Flight Attendant Group

Flight Attendants	
Year 1 – July 1 2016 to June 30 2017	
Levels	Salary
1	29,000.00
2	30,450.00
3	31,973.00
4	33,571.00
5	35,280.00
6	37,012.00
7	38,863.00
8	40,806.00
9	41,214.00
10	41,626.00



**2. Salary scales applicable from July 1<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2018,**

**Twin Otter/King Air Group**

First Officers - Twin Otter/King Air	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	30,819.00
2	32,361.00
3	33,978.00
4	34,659.00
5	35,351.00

A - Captains - Twin Otter/King Air	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	53,085.00
2	55,739.00
3	58,526.00
4	59,696.00
5	60,891.00
6	62,108.00
7	63,351.00

B - Captains - Twin Otter/King Air	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	55,879.00
2	58,673.00
3	61,605.00
4	62,839.00
5	64,095.00
6	65,377.00
7	66,686.00

**A and B Salary Scales Application – Captains Twin Otter/King Air**

All Crew Members currently employed with the Company on the date of signature of the Collective Agreement (March 20, 2017) will be subject to the B salary scale. All Crew Members employed after the signature of the present Collective Agreement will be subject to the A salary scale.

## Dash-8 Group

First Officers - Dash-8	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	43,493.00
2	45,669.00
3	47,951.00
4	48,911.00
5	49,889.00

Captains - Dash-8	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	73,971.00
2	77,670.00
3	81,552.00
4	83,186.00
5	84,848.00
6	86,545.00
7	88,277.00
8	90,041.00
9	91,842.00
10	93,679.00

## B737 Group

First Officers - B737	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	53,998.00
2	58,363.00
3	64,545.00
4	67,773.00
5	71,162.00
6	74,719.00
7	76,530.00
8	79,591.00
9	82,376.00
10	84,848.00

Captains - B737	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	104,816.00
2	110,333.00
3	116,895.00
4	123,978.00
5	131,194.00
6	137,753.00
7	143,263.00
8	148,994.00

## Flight Attendant Group

Flight Attendants	
Year 2 – July 1 2017 to June 30 2018	
Levels	Salary
1	29,435.00
2	30,907.00
3	32,453.00
4	34,075.00
5	35,779.00
6	37,567.00
7	39,446.00
8	41,418.00
9	41,832.00
10	42,250.00

## PROFIT SHARING

The Company has established an individual and group profit sharing program for active employees, subject to an annual examination and discretionary approval by Air Inuit's Board of Directors, as a means of recognizing employee performance. However, for high-level positions, profit sharing may be tied to the achievement of specific annual and personal objectives.

Individual participation in the profit sharing program will be negatively affected by unsatisfactory performance and/or conduct requiring disciplinary measures.

It is understood that profits are only shared if such profits exist.

Consequently, in addition to the salaries provided in the Collective Agreement, Crew Members will be entitled to share in the profits based on a formula established by the Company but only if such profits exist and if the profit sharing is approved, annually, in advance and at its discretion, by the board of directors.

The profit sharing program applies to active Crew Members who have effectively worked and therefore made a contribution during the year contemplated by the formula. In the event of any absence of any nature, the amount payable will be adjusted prorata to the period(s) worked.

This program and its application are not subject to the grievance arbitration procedure.

FEEES FOR HUNTING/FISHING CAMPS, ICE STRIPS AND SKI FLYING

For each landing made on an ice strip or on a runway not listed in the Canadian aerodrome list as published in the CFS but classified and part of the Company bush strips listing, Crew Members will receive a landing premium as follows:

A)	Category #1: (non CFS)	Captain First Officer	\$38.00 \$19.00
B)	Category #2: (non CFS)	Captain First Officer	\$42.00 \$21.00
C)	Category #3: (non CFS)	Captain First Officer	\$46.00 \$23.00
D)	Ice strip: (non CFS)	Captain First Officer	\$46.00 \$23.00
E)	Ski flying: (non CFS)	Captain First Officer	\$105.00 \$46.00

OFFSTRIP NEW SITE LANDINGS

Premium for new offstrip landing, first exploration:

Captain	\$92.00
First Officer	\$46.00

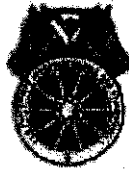
It will be up to the Company to then classify, categorize and grade this new bush strip as per the usual scale already in use (1, 2, 3, ice strip, flight on skis).

CLAIMING THE LANDING PREMIUM

All the aforementioned landing premiums must be claimed monthly by way of a duly completed reimbursement form submitted to the appropriate Chief Pilot within thirty (30) days of the end of the month in which the landings took place.

APPENDIX B - UNION ENROLMENT FORM

FORMULE D'ADHÉSION  
MEMBERSHIP FORM  
TEAMSTERS QUÉBEC  
LOCAL 1999



Affilié / La fraternité internationale des Teamsters  
Affiliated / International Brotherhood of Teamsters

9393, rue Edison, bureau 100, Anjou (Québec) H1H 1T4  
tél : 514-355-1110 / fax : 514-493-6679 / ligne directe : 1-800-363-4781  
courriel : info@teamsters1999.com

Je demande, par la présente, d'être admis comme membre de **TEAMSTERS QUÉBEC LOCAL 1999**, avec toutes les responsabilités que cela comporte.  
I hereby apply for membership to **TEAMSTERS QUÉBEC LOCAL 1999**, with all the required responsibilities.

(Affilié à la Fraternité internationale des Teamsters, chauffeurs, hommes d'entrepôts et aides) et j'autorise ses représentants à me représenter auprès de mon employeur pour négocier une convention collective de travail.

(Affiliated to the International Brotherhood of Teamsters, Drivers, Warehousemen and Helpers) and authorize its representatives to represent me in negotiating a collective agreement with my employer.

Date \_\_\_\_\_ 20\_\_\_\_\_

Nom  
Name \_\_\_\_\_

Adresse, rue  
Address, street \_\_\_\_\_

Vie  
City \_\_\_\_\_

Code postal  
Postal Code \_\_\_\_\_

Occupation: \_\_\_\_\_

No. d'assurance sociale  
Social Insurance Number \_\_\_\_\_

Employeur  
Employer \_\_\_\_\_

Proposé par  
Proposed by \_\_\_\_\_

J'ai payé personnellement une somme de \$ pour frais d'adhésion  
I personally paid \_\_\_\_\_ \$ as admission fee

Outyles Signature \_\_\_\_\_

N° 01236

### APPENDIX C - MISCELLANEOUS

- A) In the event of a lay-off under section 9 of this Collective Agreement, no Crew Member with more than ten (10) years' Seniority as a Crew Member as of the effective date of this Collective Agreement shall be laid off before a Crew Member with ten (10) years' or less Seniority as a Crew Member as of the effective date hereof.
  
- B) In the event of a technological change or a change in the Company's method of operation that impacts the job security of Crew Members or their under this Collective Agreement, the Union shall be given one hundred twenty (120) days' notice thereof and the parties shall begin negotiations in an effort to avoid and/or limit, to the extent possible, such impact.

## APPENDIX D – UNIFORMS AND ALLOWANCES

DESCRIPTIONS		INITIAL		REPLACEMENT (as per Agreement)		REPLACEMENT REQUESTED BY CREW MEMBER		B737		DHC-8 NON-ROT.		DHC-8 / HS-748 ROT.		DHC6	BE10
Item	Duration (years)	Empl.	Co.	Empl.	Co.	Empl.	Co.	Pilot	F/A	Pilot	F/A	Pilot	F/A	Pilot	Pilot
1 3-season coat	3	0%	100%	0%	100%	100%	0%	x	x	x	x	x	x	x	x
1 parka	4	0%	100%	0%	100%	100%	0%	x	x	x	x	x	x	x	x
1 trench coat	3	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-
1 flight suit	1	0%	100%	0%	100%	100%	0%	-	-	-	-	x	x	x	x
1 flight suit	2	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-
2 sleeveless jackets (bolero)	2	0%	100%	0%	100%	100%	0%	x	x	x	x	x	x	x	x
1 pair gloves	1	0%	100%	-	-	100%	0%	Allow.	Allow.	Allow.	Allow.	Allow.	Allow.	Allow.	Allow.
1 pair winter boots	2	0%	100%	0%	100%	100%	0%	Allow.	Allow.	Allow.	Allow.	x	x	x	x



DESCRIPTIONS		INITIAL		REPLACEMENT (as per Agreement)		REPLACEMENT REQUESTED BY CREW		B737		DHC-8 NON-ROT.		DHC-8 / HS 748 ROT.		DHC6	BE10
Item	Duration (years)	Empl.	Co.	Empl.	Co.	Empl.	Co.	Pilot	Item	Duration (years)	Empl.	Co.	Empl.	Co.	Empl.
1 pair boot linings	1	0%	100%	0%	100%	100%	0%	X	x	x	x	x	x	x	x
1 boot soles	1	0%	100%	0%	100%	100%	0%	-	-	-	-	x	x	x	x
4 turtlenecks or T-shirts	2	0%	100%	0%	100%	100%	0%	X	x	x	x	x	x	x	x
2 scarves (women's)	1	0%	100%	0%	100%	100%	0%	-	x	-	x	-	-	-	-
2 winter toques	1	0%	100%	0%	100%	100%	0%	X	x	x	x	x	x	x	x
1 pair steel-toed boots	2	0%	100%	0%	100%	100%	0%	-	-	-	-	x	x	x	x
1 pair mittens	1	0%	100%	0%	100%	100%	0%	X	x	x	x	x	x	x	x
1 jacket	2	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-
1 jacket (down)	2	0%	100%	0%	100%	100%	0%	X	x	x	x	x	x	x	x
3 pairs pants	2	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-

DESCRIPTIONS		INITIAL		REPLACEMENT (as per Agreement)		REPLACEMENT REQUESTED BY CREW		B737		DHC-8 NON-ROT.		DHC-8 / HS 748 ROT.		DHC6	BE10
Item	Duration (years)	Empl.	Co.	Empl.	Co.	Empl.	Co.	Pilot	Item	Duration (years)	Empl.	Co.	Empl.	Co.	Empl.
1 skirt	2	0%	100%	0%	100%	100%	0%	-	x	-	x	-	-	-	-
4 shirts	1	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-
2 ties	2	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-
1 wool sweater	2	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-
Shoe allowance	1	0%	100%	-	-	100%	0%	x	x	x	x	-	-	-	x
1 handbag	3	0%	100%	0%	100%	100%	0%	-	x	-	x	-	-	-	-
1 pair shoulder stripes	3	0%	100%	0%	100%	100%	0%	x	-	x	-	x	-	x	x
1 apron	1	0%	100%	0%	100%	100%	0%	-	x	-	x	-	-	-	-
1 pilot's cap	2	0%	100%	0%	100%	100%	0%	x	-	x	-	x	-	x	x
1 belt	3	0%	100%	0%	100%	100%	0%	x	x	x	x	-	-	-	-
2 pins	3	0%	100%	0%	100%	100%	0%	x	x	x	x	x	x	-	-
1 suitcase	5	0%	100%	0%	100%	100%	0%	x	x	x	x	x	x	x	x
1 winter scarf	3	0%	100%	0%	100%	100%	0%	-	x	-	-	x	-	-	-

- The Company reserves the right to adjust the uniform list after consultation with the Union.

APPENDIX D - (continued)

NON-ROTATIONAL ALLOWANCES

ITEM	ALLOWANCE	AMOUNT PER PAY
Dry-Cleaning uniform	\$35 / month	\$16.15
Dry-Cleaning parka	\$60 / year	\$2.31
Gloves	\$75\$ / year	\$2.89
Shoes	\$90 / year	\$3.46
Winter Boots	\$100 / year	\$3.85
Cellular	\$43 / month	\$19.85

ROTATIONAL ALLOWANCES

ITEM	ALLOWANCE	AMOUNT PER PAY
Uniform cleaning*	\$35/ month	\$16.15
Dry-Cleaning (parka)	\$60/ year	\$2.31
Gloves	\$75 / year	\$2.89
Shoes*	\$90/ year	\$3.46
Winter Boots	-	-
Cellular	-	-

\*Applicable to Dash-8/HS748 Crew Members.

These amounts are not taxable.

## APPENDIX E

### **PILOT PROJECTS TO BE STUDIED DURING TECHNICAL MEETINGS**

Both parties agree that the following pilot projects be studied during the Collective Agreement.

1. Possibility and feasibility of shared time Pilots and reduced hour blocks.
2. Possibility and feasibility of the use of reserve blocks for Non-Rotational Crew Members.
3. Possibility and feasibility of replacing certain Crew Member meals by a per diem.

## LETTER OF UNDERSTANDING #1.

**SUBJECT: A program with the objective of granting additional time off of limited duration in lieu of vacation pay that applies only to Rotational Pilots with over ten (10) years of service and over 3 weeks of vacation.**

The program described above includes the following elements:

- L1.1 Eligible Rotational Crew Members are those who have more than ten (10) years of service and more than three (3) weeks of vacation;
- L1.2 Additional time off of limited duration, in lieu of vacation pay for vacation in excess of the six percent (6%) basic vacation, is subject to the eligibility of the Rotational Crew Member making the request;
- L1.3 The Company reserves the right to determine the number of Crew Members on vacation at the same time in order to maintain functional crews and meet operational needs. (In accordance with 16.06b)
- L1.4 The Rotational Crew Member must submit a request to the Chief Pilot, for review and approval, no later than February 1 in the current year for vacation to be taken between May 1 and October 31 of the current year and no later than August 1 of the current year for vacation to be taken between November 1 of the current year and April 31 of the following year, indicating the desired dates of the additional time off in lieu of vacation pay;
- L1.5 It should be noted that the peak period defined in section 16.06 c) and the year-end holiday season are periods during which the acceptance rate for additional leave requests may be lower in view of vacation requests previously approved by the Company and operational needs during the said periods.
- L1.6 Operational requirements should allow the additional time off to be taken without giving rise to overtime;
- L1.7 Any other aspect deemed by the parties to be relevant;
- L1.8 The CARs shall always have precedence.

Except as contemplated by this agreement, the Collective Agreement remains unchanged.

## LETTER OF UNDERSTANDING #2

### **Subject: Crew Member integration onto Appendix A - Salary Scales.**

Both parties agree that the integration of Crew Members onto Appendix A - Salary Scales will be completed in accordance with the following principles:

1. **First Officer Scale - Twin Otter/King Air**  
The Crew Member currently active in this scale is integrated onto the new scale at his/her current level, without loss of salary.
2. **Captain Scale - Twin Otter/King Air**  
The Crew Member currently active in the existing salary scale of this group is integrated onto Scale B at his/her current level, without loss of salary.
3. **First Officer Scale - Dash-8**  
The Crew Member currently active in this scale is integrated onto the new scale at his/her current level, without loss of salary.
4. **Captain Scale - Dash-8**  
The Crew Member currently active in this scale is integrated onto the new scale at his/her current level, without loss of salary.
5. **First Officer Scale - Boeing 737**  
The Crew Member currently active in this scale is integrated onto the new scale at the level representing his/her current salary, without loss of salary.
6. **Captain Scale - Boeing 737**  
The Crew Member currently active in this scale is integrated onto the new scale at the level representing his/her current salary, without loss of salary.
7. **Flight Attendant Scale**  
The Crew Member currently active in this scale is integrated onto the new scale at the level nearest to his/her current salary, without loss of salary.

LETTER OF UNDERSTANDING NO. 3

**Subject: Amendment – Appendix A Salary Scales - Captains Twin Otter/King Air and introduction of a premium for Medevac flights 703-704**

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**WHEREAS** the Canadian and global aviation industry is currently facing a shortage of experienced pilots;

**WHEREAS** this particular situation is a result of the large-scale retirement of experienced pilots, increased demand for global air services and the small number of pilots who are being trained in Canada and globally;

**WHEREAS** the recruitment of experienced pilots by National carriers has increased sharply and this trend will continue for an undefined period;

**WHEREAS** the employer wishes to preserve its primary mission of safety;

**WHEREAS** the employer wishes to be proactive and foster stability among its experienced personnel in the position of Captains 703-704;

**IN VIEW OF** sections 1.08, 22.01 and Appendix A of the Collective Agreement;

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The two (2) parties agree to amend the Collective Agreement as follows:

**1. Introduction of a premium for Medevac flights 703-704**

Effective December 1, 2017, Crew Members operating a medevac flight (round-trip) in 703-704 operation between 9:00 p.m. and 5:00 a.m. shall be entitled to a premium per flight in the amount of \$50 for the Captain and \$25 for the First Officer.

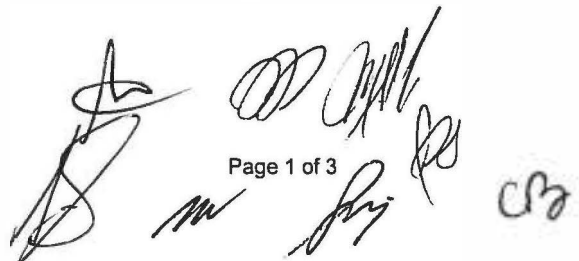
Such premium must be claimed pursuant to the same procedure as that set forth at the bottom of page 69 of Appendix A the current Collective Agreement – Claiming the Landing Premium.

**2. Amendment and suspension of the salary scales applicable from July 1, 2017 to June 30, 2018 Twin Otter/King Air Group – Captains (Appendix A item 2)**

Effective December 1, 2017, the Company shall suspend the application of the A and B salary scales - Captains – Twin Otter/King Air included in Appendix A – Salary Scales (page 65) and this, until January 1<sup>st</sup>, 2020.

The Company also reserves the right to extend such suspension beyond such date by written notice to the Union.

Any Crew Member in the employ of the Company at the expiry date of such suspension shall be grandfathered and shall continue to be subject to sections 3 and 4 (B) of this Letter of Understanding.



**3. New progression – Captains – Twin Otter/King Air 100**

Effective as of December 1, 2017, the Crew Members in the position of Captain Twin Otter and/or King Air 100 at that time shall continue to be subject to the Captains – Twin Otter/King Air 100 salary scale. However, the salary progression, on the date of change in wage rate of such Crew Member, shall thenceforth be from level 1 to 3, level 3 to 5 and level 5 to 7, as applicable, in accordance with the following scale:

Captain Twin Otter/King Air 100	
Levels	Salary
1	55,879
<del>2</del>	<del>58,673</del>
3	61,605
<del>4</del>	<del>62,839</del>
5	64,095
<del>6</del>	<del>65,377</del>
7	66,686

**Integration of Crew Members into the Twin Otter/King Air 100 salary scale**

A Captain Twin Otter/King Air 100 employed as at December 1, 2017 shall be integrated into the salary scale at the level (1, 3, 5 or 7) most closely approximating his or her current salary without any loss of salary.

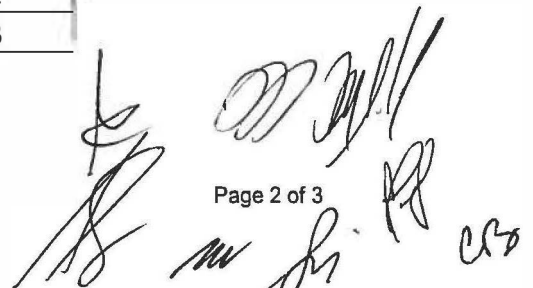
The date of change in wage rate of a Crew Member benefitting from an increase in level on December 1, 2017 shall be amended to December 1.

A Crew Member integrated into the salary scale at the same level as the one at which he or she is positioned on December 1, 2017 shall retain his or her date of change in wage rate and shall progress to the next applicable level on that date.

**4. New salary scale – Captains King Air 350**

A. The Company shall add in Appendix A (Item 2) the following new salary scale applicable to Captains King Air 350:

Captain King Air 350	
Levels	Salary
1	58,114
2	61,020
3	64,069
4	65,353
5	66,659
6	67,992
7	69,353





[Translation]

- B. Effective as of December 1, 2017, the Crew Members in the position of Captain King Air 350 on that date shall be subject to the Captains – King Air 350 salary scale. However, the salary progression for such Crew Members shall thenceforth be from level 1 to 3, level 3 to 5 and level 5 to 7, as applicable, in accordance with the following scale:

Captain King Air 350	
Levels	Salary
1	58,114
<del>2</del>	<del>61,020</del>
3	64,069
4	<del>65,353</del>
5	66,659
<del>6</del>	<del>67,992</del>
7	69,353


### Integration of Crew Members into the KA350 salary scale


A Captain King Air 350 shall be integrated, on December 1, 2017, into the King Air 350 salary scale at the same level as the one at which he or she is positioned on the Twin Otter/King Air salary scale. He or she shall retain his or her date of change in wage rate and shall progress to the next applicable level on that date.

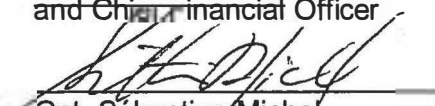
5. Except as contemplated by this Letter of Understanding, the Collective Agreement shall remain unchanged.

IN WITNESS WHEREOF, THE PARTIES SIGNED IN MONTREAL ON DECEMBER 1, 2017

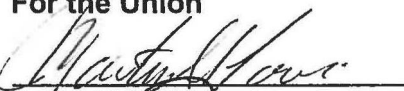
For Air Inuit Ltd.

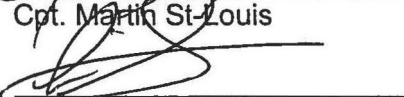
  
Christian Busch  
Vice President, Operations  
and Chief Operating Officer

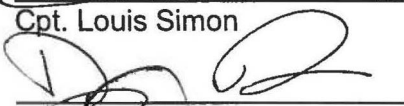
  
Michael Voland  
Vice President, Finance  
and Chief Financial Officer

  
Cpt. Sébastien Michel  
Director, Flight Operations


For the Union

  
Cpt. Martin St-Louis

  
Cpt. Louis Simon

  
Cpt. Dominique Ducas

  
Annie Cormier, Flight Attendant

  
Jean-Gilles Gemme  
Teamsters Québec, local 1999

