



airBC 

airNova 

airOntario 

 Canadian Regional

## **AGREEMENT NO. 1**

**BETWEEN**

**AIR CANADA REGIONAL INC.**

**AND**

**THE PILOTS IN THE SERVICE OF**

**AIR CANADA REGIONAL INC.**

**REPRESENTED BY HE**

**AIR LINE PILOTS ASSOCIATION INTERNATIONAL**

Effective Upon ratification till ~~December 31, 2004~~

June 30, 2009

12719(02)

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**MEMORANDUM OF SETTLEMENT**

FOR COLLECTIVE AGREEMENT No. 1

Between

AIR CANADA REGIONAL INC.

and the

AIR LINE PILOTS

in the service of

AIR CANADA REGIONAL INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**IMPLEMENTATION AGREEMENT**

THIS MEMORANDUM OF SETTLEMENT is made and entered into and between AIR CANADA REGIONAL INC., (hereinafter known as the "Company" and ~~or~~ "ACR") and the AIRLINE PILOTS in the service of AIR CANADA REGIONAL INC., formerly of AirBC (ABC), Canadian Regional (CRA), Air Ontario (AON), Air Nova (ANO), as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "ALPA" and or the "Association")

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WHEREAS the parties entered into a collective bargaining AGREEMENT ("the AGREEMENT") setting forth the rates of pay, rules and working conditions for the pilots of the Company; and,

WHEREAS the current AirBC collective agreement, as amended herein, shall constitute a new collective AGREEMENT between the parties from January 01, 2002 until December 31, 2004 and,

WHEREAS this collective AGREEMENT shall be know as collective AGREEMENT No. 1; and,

## **MEMORANDUM OF SETTLEMENT**

WHEREAS the parties wish to place the terms of the AGREEMENT into effect in an orderly and efficient manner for their mutual benefit; and,

WHEREAS the parties recognize that compliance with certain terms of the AGREEMENT as of the effective date of the AGREEMENT creates significant logistical difficulties.

NOW, THEREFORE, it is hereby agreed

That upon ratification all sections of the AGREEMENT shall become effective January 01, 2002 with the exceptions as outlined below:

### **1. Section 7 - TRAINING**

- a. The terms set forth in Section 7 (TRAINING), will become effective upon implementation of Section 8 of the AGREEMENT.
- b. Until Such time, the TRAINING Sections of each respective collective agreement (ABC, ANO, AON, and CRA) shall remain in effect.

### **2. Section 8 - HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

- a. The terms set forth in Section 8 (HOURS OF SERVICE, CREDITS AND SCHEDULING RULES) will become effective on March 02, 2002.
- b. Block building for the March blocks (bid in February), will be built in accordance with the bidding procedures outlined in Section 8-47, 8-49, and Section 32 (CLARIFICATION).
- c. The HOURS OF SERVICE, CREDITS AND SCHEDULING RULES of each respective collective agreement (ABC, ANO, AON, and CRA) shall remain in effect until March 01, 2002.

### **3. Section 10 -PAY**

The terms set forth in Section 10 (PAY) will become effective on March 02, 2002 with implementation of the Status Pay System on July 01, 2002 using the following terms:

- a. All pilots will remain on their present hourly pay scales, as set out in the collective agreement that previously applied to them, until June 30, 2002, when they will transfer to hourly rates of pay outlined in Table 1.
- b. For salaried pilots at ANO and CRA, hourly rates of pay will be calculated by dividing monthly salary by current maximum monthly scheduled block.

## MEMORANDUM OF SETTLEMENT

- c. Monthly Transition Bonuses for CRA pilots (outlined in Appendix 1 of Letter of Understanding Re: Transfer of Aircraft) will be included in the monthly salary in the calculations of c. above.
- d. No pilot on the ACR seniority list will suffer a reduction in his hourly rate of pay upon implementation of the Status Pay System except if:
  - i. He is reduced from his Position; or
  - ii. He is awarded a Vacancy with an effective date in the period between January 01, 2002 and June 30, 2002.

For greater clarity, in the event that a pilot is reduced from his Position or awarded a Vacancy prior to, or following, implementation of the Status Pay System, his hourly rate of pay will be converted to the Status Pay System as outlined in table 1, based on the rate to which he is entitled by virtue of his status and years of service with the Company.

- e. If any aircraft is moved from its existing base, the pilot's hourly pay rate protection continues to be in effect only if the pilot's seniority allows him to follow the aircraft in accordance with Section 5 (FILLING OF ASSIGNMENTS) as may be amended by the ALPA Merger Agreement, and he does so.

### **4. Section 12 - MEALS**

- a. The terms set forth in Section 12 (**MEALS**) will become effective March 02, 2002. Except that the meal allowance rates (B/L/D/S) outlined in Table 1 will become effective January 01, 2002, and will be applied under the terms of each respective collective agreement (ABC, ANO, AON, and CRA).
- b. It is understood that some AirBC pilots have received a cash advance which shall be remitted to the Company in the event the pilot resigns, retires or is terminated.

### **5. Section 18 -- SICK LEAVE**

- a. On January 1st, 2002 all pilots actively employed with Air Nova, Air Ontario and CRA shall be entitled to one hundred and sixty eight (168) sick credits. A pilot who is not actively employed but returns to service during the calendar year shall receive a prorated sick bank entitlement. The unused portion of a pilot's sick bank shall be cumulative to a total of **one** hundred and sixty eight (168) credits.

## **MEMORANDUM OF SETTLEMENT**

### **6. Section 20 –BENEFITS**

- a. Agreement to the first paragraph of Section 20 BENEFITS is contingent upon ALPA receiving a Manulife Financial master contract from the Company which indicates that the Company has provided Benefits that at least meet the current AirBC levels.
- b. Pilots currently on STD will remain on the STD programs under their respective collective agreements.
- c. Pilots currently on LTD will remain on the LTD programs under their respective collective agreements.
- d. Pilots that are currently on STD and have a requirement to transfer to an LTD program will transfer to the LTD program under their respective collective agreements.
- e. Pilots that are currently on Company Sick Leave under their respective collective agreement will transfer to the Company Sick Leave program in this AGREEMENT.
- f. For all pilots on the ACR seniority list as of January 01, 2002 the one (1) month of service required for eligibility in the Dental Plan is waived.

### **7. Section 28 - PENSION**

- a. For the purpose of the application of the optional enrolment dates (January 1, 2002 and January 1, 2003) referred to in Section 28 (Pension) for the former ANO and CRA pilots, these shall be applied as open enrolment periods. For the January 1, 2002 opportunity, the open enrolment period shall be January 1 to January 31 with enrolment to be effective on February 1, 2002. For the January 1, 2003 opportunity, the open enrolment period will be December 1 to December 31 with enrolment to be effective on January 1.
- b. For the purpose of meeting the vesting requirements of the Air Ontario defined benefit pension plan, the Air Canada Regional Inc. defined benefit pension plan or the Air Canada Regional Inc. defined contribution plan, former ABC, ANO, and CRA pilots will be credited for vesting purposes for time spent as members in their current plans, subject to the Pension Benefits Standards Act (PBSA) requirements.

## **MEMORANDUM OF SETTLEMENT**

- c. For the period between ratification of the AGREEMENT and December 31, 2003, Section 28 (PENSION PLAN) of the AirBC Agreement No. 4 shall remain in effect for all AirBC pilots.

### **It is further understood and agreed that:**

1. Calm Air flights operated with the AC Code are exempt from the scope provisions herein relative to intra Manitoba flying only.
2. Current Air Creebec seats operated with the AC Code are exempt from the scope provisions herein relative to intra Quebec flying only. However, said flying shall be included in the Tier 3 block hours ratios contained in the Collective Agreement.
3. To accommodate any obligations imposed upon Air Canada and/or Air Canada Regional Inc. as a result of a court order and/or settlement in the litigation between Pacific Coastal Airlines and Air Canada. However, in any such agreement, which results in the continuation of Tier III service by PCA, said flying shall be included in the Tier 3 block hour ratios contained in the Collective Agreement.
4. As a condition of settlement, ALPA will agree to withdraw, without prejudice, the pending arbitration proceedings between ALPA and Air Ontario regarding wet leases.
5. It is agreed that all other outstanding grievances will be submitted to an expedited mediation/arbitration process.
6. Current leaves of absence (LOA's) will continue under each respective Collective Agreement.
7. AirBC LOU's, LOA's and LOI's will carry forward with the new Collective Agreement.
8. Merger process will proceed in accordance with ALPA merger policy; the parties recognize that the resulting conditions of the merger will be negotiable in accordance with the Transition Agreement Letter of Understanding.
9. Contingent upon the Association delivering to the Company a common seniority list by December 22, 2001, the Company agrees that any outstanding layoff notices and any reduction bids will be rescinded and will only be re-issued after completing negotiations to implement the single

## **MEMORANDUM OF SETTLEMENT**

seniority list. No reductions or layoffs will take effect earlier than February 01, 2002.

10. All pilots as of the date of ratification will be entitled to awarded vacation for year 2001 and 2002 (including ongoing vacation bidding processes currently in progress). Vacation accrual for the 2002 vacation year currently bid will be as per each respective Collective Agreement.
11. The Flight Operations Manual will be amended to reflect a policy regarding use of jumpseats that is consistent with the policy formerly in effect at AirBC.
12. All pilots hired after the date of ratification will be integrated into the Status Pay System as of their date of hire.
13. Effective with the implementation of the Status Pay System, hourly rates of pay for both Captain and First Officer will be based on Years of Service with the Company.
14. The Status Pay System applies to any aircraft operated by the Company, as well as to any new aircraft that the Company brings into operation, regardless of size and seating capacity.
15. For the purpose of Section 5-12 (GENERAL PROVISIONS GOVERNING VACANCIES), no pilot on the system seniority list as of the date of ratification will be considered frozen.
16. Any consequential issues arising out of the implementation of this Collective Agreement arising during the first year of the agreement shall be the subjects of expedited binding mediation/arbitration.

Except as otherwise provided in this MEMORANDUM of SETTLEMENT, all other provisions of the AGREEMENT will be fully effective in accordance with the terms of the AGREEMENT.

This MEMORANDUM of SETTLEMENT, when fully executed, shall remain in full force and effect concurrently with the collective bargaining AGREEMENT between the parties effective upon ratification.

## **MEMORANDUM OF SETTLEMENT**

IN WITNESS WHEREOF. the parties hereto have signed this AGREEMENT this 12th day of February, 2002

For AIR CANADA REGIONAL INC.

For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL

---

**Joe Randell**  
President, CEO, Air Canada Regional

---

Duane E. Woerth, President  
Air Line Pilots Association, International

---

Kevin Howlett  
Vice-president, Labour Relations and  
Corporate Safety

---

Captain B.K. Shury  
Chairman, ALPA ACR Negotiating  
Committee

---

Captain Grant Warner  
Vice President, Flight Operations

---

Steve Linthwaite  
MEC Chairman Air Ontario

---

Colin Copp  
Director, Flight Operations

---

Nick DiCintio  
MEC Chairman Air Nova

---

Robert Demchuk  
Manager, Labour Relations East

---

Piero Orlak  
MEC Chairman Canadian Regional

---

Terry McTeer  
MEC Chairman Air BC

---

Albert Leger  
Contract Administrator ALPA

---

Percy Toop  
Contract Administrator ALPA

## **SECTION 1**

### **PREAMBLE**

#### **1-1 GENERAL**

This Agreement is made and entered into by and between Air Canada Regional Inc. hereinafter known as the "Company", and the Pilots in the employee of Air Canada Regional Inc, as represented by the Air Line Pilots Association, hereinafter known as the "Association". In making this agreement, the parties hereto recognize the objectives of promoting and maintaining the safety of air transportation, and the high quality of customer service. The parties also recognize that compliance with the terms of this agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the intent and purpose of this agreement.

#### **1-2 ASSOCIATION RECOGNITION**

The Company recognizes the Association as the sole bargaining agent, as certified by the Canadian Industrial Relations Board dated November 01, 2001 or as may be amended, for the Pilots employed by the Company.

#### **1-3 RENEWAL**

This Agreement shall renew itself without change for each succeeding Year, unless written notice of intended change is served by either party hereto within ninety (90) Days prior to the expiry date. In the event that notice is given of intended change, this Agreement shall remain in effect until the provisions of the Canada Labor Code are met.

#### **1-4 STRIKE/LOCKOUT**

The parties agree that there shall be no strike or lockout without all requirements of the Canada Labour Code having been met.

#### **1-5 DURATION**

This Agreement (referred to in this paragraph as the "current agreement") shall become effective upon ratification and shall continue in full force and effect until December 31, 2004. Notwithstanding the provisions of Section 1-3, the parties further agree that commencing at 12:01 am on January 1, 2005, this collective agreement shall be renewed on terms identical to those in effect prior to the termination of the current collective agreement and that this further collective agreement shall continue in full force and effect until June 30, 2009. The parties state that it is their intention that the terms of these agreements remain in effect continuously and without interruption until June 30, 2009.



## **SECTION 2**

### **DEFINITIONS**

#### **2-1 ACRONYMS**

As used in this Agreement, the meaning of acronyms used shall be:

1. ACR: Air Canada Regional
2. AD&D: Accidental Death & Dismemberment
3. ALPA: Air Line Pilots Association
4. APD: Appendix
5. ASM: Available Seat Miles
6. AVT: Audio-visual Training
7. CASC: Central Air Safety Committee
8. CAR's Canadian Aviation Regulations
9. CDN: Canada or Canadian
10. CPT: Cockpit Procedures Trainer
11. CRC: Crew Requirement Committee
12. DFD: Duty Free Day
13. D/H: Deadhead
14. EPT: Emergency Procedures Training
15. EMA: Extended Mutual Aid
16. F/O: First Officer
17. FU: Fatigue Unit
18. HR: Hour
19. IFT: Instrument Flight Test

## **SECTION 2** **DEFINITIONS**

- |     |            |   |
|-----|------------|---|
| 20. | LC:        | Line Check                                |
| 21. | LOA:       | Leave Of Absence                          |
| 22. | LTD:       | Long Term Disability Plan                 |
| 23. | MAC:       | Meals and Accommodation Committee         |
| 24. | NBG:       | Natural Block Growth                      |
| 25. | PPC:       | Pilot Proficiency Check                   |
| 26. | SB:        | Standing Bid                              |
| 27. | SSC:       | System Scheduling Committee               |
| 28. | STD:       | Short Term Disability                     |
| 29. | SUPP:      | Supplementary                             |
| 30. | US or USA: | United States or United States of America |
| 31. | WDO:       | Work Day Off                              |

### **2-2 DEFINITIONS**

As used in this Agreement, the meaning of the following terms shall be:

**Active Aircraft** means an aircraft in regular service in the past ninety (90) Days or an aircraft planned to be in regular service in the next ninety (90) Days.

**Air Canada Regional:** (ACR) or the Company means the combined operations of AirBC, Air Nova, Air Ontario, and Canadian Regional Airlines, as per the certification order of the Canadian Industrial relations board dated November 1<sup>st</sup>, 2001, or as may be amended from time to time, the airline operated by Jazz Air Limited Partnership or any successor to Jazz Air Limited Partnership.

**Airport Hotel** A hotel facility that has been mutually agreed upon between the Association and the Company that may be used for reduced crew rest as Section. 8-3.01 (b). These hotels will normally be co-located with the airport terminal.

## **SECTION 2**

### **DEFINITIONS**

**Awarded Position:** A Position issued to a Pilot that has not reached its Effective Date.

**Base:** A specific airport designated by the Company, and indicated on the ACR Pilot Position list, from which a Pilot, or a group of Pilots, carry out scheduled or non-scheduled flying.

**Bid Period** A period of time (normally a Standard Month) for which a Pilot's schedule is issued.

**Block** The total of all awarded Credits in a Pilot's schedule for a Standard Month.

**Block Expansion:** The accrual of Credits above the Pilot's monthly scheduled Block due to NBG and Reassignment.

**Blockholder:**

**Full:** A Pilot whose Block is comprised solely of Duty Periods and contains no Reserve Duty Periods.

**Reserve:** A Pilot whose Block is comprised solely of Reserve ~~Duty~~ Periods, Days Off, and which may include vacation and training when required.

**Calendar Day:** A twenty-four (24) hour period from 0001 to 2400, local time.

**Captain:** The Pilot who is in command of the aircraft and its crew members while on duty, and who is properly Qualified and designated by the Company to serve as, and holds currently effective Transport Canada Certificates authorizing him to serve as such Captain.

**Check "A" Pilot:** A Supervisory Pilot designated by the Company to carry out any training and Pilot Proficiency Checks (PPC), Instrument Flight Tests (IFT), line indoctrination and Line Checks (LC) for the purpose of assessing another Pilot's performance and holds valid Transport Canada or other governmental certificates authorizing him to serve as such Pilot.

**Consecutive Months:** The current bid month plus the month immediately prior to.

**Conversion Training:** The training required to qualify a Pilot as a result of a change of Equipment and/or Status.

**Credits:** The units of time that a Pilot **earns** for pay and Block time limitation purposes.

**Current Position:** An Awarded Position for which the Effective Date has been reached.

## **SECTION 2**

### **DEFINITIONS**

**Daily Standard Credit** The monthly maximum scheduled credit level divided by thirty (30); e.g., eighty-five (85) divided by thirty (30) equals two point eight three (2.83) credit hours.

**Daily Standard Pay:** Daily standard credit multiplied by the Pilot's applicable hourly rate.

**Date of Employment as a Pilot:** The first Day of ground school.

**Date Of Hire:** The first Day of a continuous employee relationship with the Company.

**Day:** A period of 24 consecutive hours.

**Day Off:** A Calendar Day on a Pilot's schedule free of duty at his home Base.

**Deadhead:** Transportation of an on-duty Pilot as a passenger.

**Displaced Pilot** A Pilot who is forced out of his Position in accordance with (POSITION REDUCTION AND DISPLACEMENTS) or is removed from a Pairing in accordance with (PAIRING DISPLACEMENTS).

**Domicile:** A home, house or other accommodation used by a Pilot as his principal residence.

**Duty Cycle:** Any period a Pilot is assigned duty not interrupted by a scheduled Day Off.

**Duty Free Day:** A Day free off all duty at a training location away from home Base.

**Duty Period:** The elapsed time during which a Pilot is on duty.

**Effective Date:** The date a Position will be required (Vacancy) or cease to exist (Reduction).

**Equipment:** A type of aircraft utilized for Company flying operations (e.g. BAE 146, DHC-8).

**Equipment Assignment** The type of aircraft and Status to which a Pilot is assigned. (e.g., Captain BAE 146, F/O DHC-8).

**First Officer:** A Pilot who is second in command of an aircraft and its crew members while on duty and whose duty is to assist or relieve the Captain, and who is properly Qualified to serve as and hold currently effective Transport Canada and other governmental certificates authorizing him to serve as such First Officer.

## SECTION 2

### DEFINITIONS

**Flight Credits:** The Credits that apply when determining a Pilot's pay and Flight Time limitations.

**Flight Crew Member:** A crewmember who is required to hold a Pilot's license in order to carry out his duties.

**Flight Time:** The total time from the moment an aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight.

**Jet Aircraft:** means any aircraft utilizing a jet, turbojet, fan jet, ductless fan or equivalent engine.

**Length of Service:** The period of employment commencing from the date of employment and adjusted as necessary, pursuant to the terms of this Agreement.

**Line Training Captain:** A line Pilot designated by the Company to conduct line training, line indoctrination, Line Checks (LC), Ground Training (i.e. Groundschool, CRM) and who may hold a Company Check Pilot "B" authority.

**Long Layover Hotel:** When the scheduled lay-over is greater than twelve (12) hours the MAC and the Company shall determine by mutual agreement a hotel facility that is located as near to the downtown area as reasonably possible.

**Meal and Accommodations Committee:** A committee comprised of a maximum of two (2) representatives from the Company and two (2) representatives from the Association who shall monitor meals and accommodations available to ACR Pilots.

**Natural Block Growth:** Natural Block Growth (NBG) is the amount of time a Pilot's actual credit hours may exceed the scheduled credit hours during the course of flying an awarded Block. (As per Section 8-20).

**Non-Blockholder:** A Pilot who is neither a Blockholder, nor a Reserve Blockholder.

**Open Flying:** Flying that cannot be built into full Blocks will be designated as Open Flying.

**Operating Position:** The Position in which a Pilot is presently operating regardless of any awarded or Current Position he may have been awarded.

**Pairing:** A pre-arranged combination of one or more consecutive Duty Periods that will be identified by a number for bidding and scheduling purposes.

## **SECTION 2**

### **DEFINITIONS**

**Per Diem:** All expenses associated with a published Pairing. i.e. meal/transportation/laundry/tip/etc.

**Pilot** A Captain, or First Officer, as defined herein.

**Position:** A Pilot's flying Position with reference to Status, aircraft (Equipment) and Base, (e.g. Captain BAE 146 YVR).

**Probationary Period** The assessment period for Pilots prior to their being considered permanent employees pursuant to the provisions of the Agreement.

**Qualified** Having met the standards required by Transport Canada for Equipment or Status qualification.

**Quarter:** The three (3) consecutive months commencing on January 31, May 1, August 1, and November 1 of any *Year*.

**Reassignment:** Reassignment is any duty other than the awarded Pairing. When a Pilot's Pairing, or portion of a Pairing is changed or cancelled for any reason, he or she may be subject to Reassignment.

**Recurrent Training:** The training required, including Line Orientated Flight Training (LOFT), Emergency Procedures Training (EPT), and/or any other form of training that is necessary to maintain the Transport Canada standard with respect to Status and Equipment for an Instrument Flight Test (IFT), Pilot Proficiency Check (PPC) or Line Check (LC).

**Reserve Block** A Block comprised solely of Reserve Duty Periods, Days Off, and which may include Recurrent Training or Vacation.

**Reserve Day:** The twenty-four (24) hour period from 0001 to 2359 during which a Reserve Duty Period is scheduled.

**Reserve Duty Period:** A time period when a Pilot so assigned must be available to be called for duty.

**Reserve Enhanced Minimum Guarantee:** The situation wherein a Reserve Blockholder may enhance his minimum monthly pay credit in accordance with Section 8-41.17.

**Rest Period:** A period of time free from duty between consecutive Duty Periods. The minimum Rest Period must include the opportunity for eight (8) hours of prone rest.

## SECTION 2

### DEFINITIONS

**Standard Month:** Shall mean a period used for scheduling, flight and duty limitations. The Standard Month for January shall be from January 1st to January 30th inclusive; for February, from January 31 to March 1 inclusive; and for March from March 2nd to March 31st inclusive, to make the first three Standard Months thirty (30) Calendar Days each. In any one leap Year the Standard Month for February will have thirty one (31) Calendar Days. For other periods of the Year, the Standard Month shall be the same as the calendar month.

**Status:** A Pilots assigned classification of Captain or First Officer.

**Supervisory Pilots:** A non-line Pilot who is a Non-Blockholder and is designated by the Company as a Check "A" Pilot, Training Captain or Flight Ops/Standards Supervisors.

**Training Captain:** A line Pilot designated by the Company on a monthly basis, to conduct simulator/aircraft flight training or any other training. A Training Captain may hold a Company Check Pilot "B" authority.

**Trip Period:** The time period commencing at the start of the first Duty Period in a Pairing and ending at the termination of the last Duty Period in the same Pairing. i.e, from leaving home Base at the start of the first Duty Period and ending when released from duty at the completion of the last Duty Period back at home Base.

**Vacancy:** A posted unfilled Pilot Position.

**Week** A period of seven (7) consecutive Days.

**Work Day OR** The assignment of a Pilot to any duty on a Day that he was not originally scheduled for duty.

**Year:** A complete calendar Year.

### **SECTION 3**

#### **GENERAL**

##### **3-1 PILOT'S PROFESSIONAL FLYING**

This Agreement contemplates that Pilots shall devote their entire professional flying service to the Company. This paragraph shall also relate specifically to Company Policy Regulations concerning participation in any capacity in a competing company.

##### **3-2 CORPORATE RE-ORGANIZATION**

- .01 In the event that the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the recognition now in effect issued by the Canada Industrial Relations Board shall not be affected in any way, except as otherwise governed or directed by the Board.
- .02 The Company further agrees that in any future sale of the business or part thereof it shall require, as a condition of sale, that the successor shall not take any position before any court, board, or tribunal with respect to the development and construction of the Pilot seniority list.
- .03 In the event that Air Canada Regional is forced by statutory requirement to sell, lease, transfer or otherwise divest itself of its fleet or part thereof, ACR shall not oppose any application by the Association to secure and/or protect bargaining rights and successor rights for any Pilots affected by the sale, lease, transfer or divestiture.

##### **3-3 PROBATION**

A new Pilot shall be considered as a probationary employee for the first twelve (12) months of service. The probation period may be extended upon mutual agreement between the Company and the Association. During the Probationary Period the Company reserves the exclusive right of discipline or retention of the employee. A probationary employee will have rights of access to the grievance procedure.

##### **3-4 DEDUCTION OF DUES/ASSESSMENTS**

- .01 The Company shall, on the tenth (10<sup>th</sup>) of the month, deduct Association dues and properly authorized assessments from wages due and payable to all Pilots coming within the scope of this Agreement.
- .02 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of this Agreement except to conform



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with a change in ~~the~~ amount of regular dues of the Association in accordance with its constitutional provisions.

- .03 If the wages of an employee payable on the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- .04 Only payroll deductions required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds where existent, shall be made from wages prior to the deduction of dues.
- .05 The amount of dues ~~so~~ deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association not later than thirty **(30)** Calendar Day following the pay period in which the deductions were made.
- .06 The Company shall not be responsible financially or otherwise, either to the Association or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in the instance in which an error occurs in the amount of any deduction of dues from an employee's wages the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust ~~the~~ amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant ~~to~~ the provisions of this Sub-Section shall terminate at the time it remits payment to the Association.
- .07 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Sub-Section, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that, if at the request of the Association, counsel fees are incurred, these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless the Company from any **losses**, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

**3-5 COPY OF THE AGREEMENT**

The Association shall provide each Pilot with an English copy and a French copy if requested, of this Agreement within sixty (60) Days of the signing of the

### **SECTION 3**

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Agreement. The cost of producing the Agreement shall be shared equally by the Company and the Association. Any translation costs shall be borne by the Company. In the event of any inconsistency or ambiguity arising from the French version, the rights of the parties shall be governed by the English language version.

#### **3-6 GENDER**

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

#### **3-7 DATABASE**

Upon request of the MEC Chairman the Company shall supply the following information within 14 Days:

- all the Pilots in the employ of the Company;
- address, phone numbers;
- scheduled duty;
- current seniority numbers and Positions;
- Flight Times for all supervisory and management Pilots;
- wet lease and/or charter hours performed in the previous months;
- all instances of WDO's including Pilot's name and Pairing/Flights flown

The above information will not be limited to only the previous Month following the request, subject to availability.

#### **3-8 ASSOCIATION/COMPANY ADMINISTRATIVE FILES**

- .01 The Company and the Association shall maintain a file of all Letters of Agreement, letters of intent, memos or other such documents agreed to by the parties during contract negotiations. These Letters of Agreement, letters of intent, memos or other such documents shall constitute part of the Collective Agreement between the parties.
- .02 Letters of Agreement, letters of intent, memos or other such documents may be added to or deleted from the **file** during the term of the Agreement by mutual agreement between the Company and the Association. Any document added to the **file** will also form part of the Collective Agreement provided it is dated and bears the authorized signatures of both parties. Any document deleted from the **file** must be noted as cancelled, dated and signed by both parties.

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- .03 Unless cancelled or otherwise specified in the document, all documents in the file in accordance with .01 and/or .02 above shall remain in full force and effect in accordance with Section 1-5 (DURATION).

**3-9 PLYING OF COMPANY AIRCRAFT**

- .01 All Pilot Positions and all flying performed by or on behalf of the Company or its subsidiaries shall be occupied and performed by Air Canada Regional Pilots in accordance with the terms and conditions of this Agreement. Such Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo, placement, ferry, charter, training, maintenance test flights, publicity flights and all flying of the Company's or its subsidiary's aircraft.
- .02 Notwithstanding .01 above, wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company under **the** circumstances listed in (a) and (b) below, provided that such leases are not entered into with a company(s) that has been declared as common employer under the Canada Labour Code.
- a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control (e.g. weather conditions, mechanical failures, acts of God, delay of aircraft delivery, etc.). This provision is NOT meant to allow the Company to maintain the Company fleet and/or Pilot staff levels below those which would normally be required to maintain operational integrity (operational spares/reserve crews).
- b) The Company may enter into wet leases or charters under other circumstances for a period of up to ninety (90) Days provided such wet leasing or chartering does not result in layoff or reduction in Base, Status or Equipment of ACR Pilots. The Company will advise the Association of such wet leases. The Company will not renew, extend or enter into such leases beyond ninety (90) Days without mutual agreement between the Company and the Association.
- .03 ACR may enter into contracts or other commercial arrangements with other carriers for the operation of aircraft provided that such aircraft have a maximum certified seating capacity of no more than nineteen (19) seats and that any Pilot who was on the ACR Pilot seniority list as of **the** date of ratification will not suffer a reduction of Base, Status or pay as a result of Tier III carriers that carry the AC Code or the entry into, continuation or operation of such contract.

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#### **GENERAL**

Should an ACR Pilot on the seniority list as of the date of ratification suffer a reduction of Base, Status or pay, ACR shall upon request provide the Association, in writing with the precise reason(s), along with all supporting information and data, to explain such reduction as well as any other information relevant to the question of whether there has been a violation of this provision, provided that confidential or proprietary information shall only be provided to Association representatives subject to a confidentiality agreement. **If**, after receipt of these reason(s) and information, a grievance arises concerning the basis for such reduction, ACR shall have the burden to establish that such reduction is not the result of the entry into or operation of a contract provided for in this provision.

- .04 For the term of this Agreement, the Company shall ensure that a minimum of one hundred (100) Block hours are flown at Air Canada Regional Inc. for every twenty-one (21) Block hours flown by Tier III carriers that carry the AC Code.
- .05 Upon request, the Company will provide the Association with route structure information, and when possible will meet the Association for the purpose of discussing any conditions which may be relative to the realignment of the company route structure.

#### **3-10 HIRING OUTSIDE THE COMPANY**

- .01 In the event new types of aircraft are procured, or new type airline operations are undertaken, Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying successful bidders on the newly created vacancies.
- .02 These Pilots contracted on a temporary basis, shall be bound by the working conditions of this Agreement, and the period of their association with the Company shall not exceed one hundred and twenty (120) Days unless mutually agreed upon by the Company and the Association.

#### **3-11 FLIGHT RELEASE - GENERAL**

- .01 Flight Duty Releases for Association Business - The Company shall, when requested, authorize release from flight duty all MEC delegates in order that they may attend to Association business, subject to the needs of the service.
- .02 Travel While on Association Business - ACR ALPA members traveling on Association business shall be issued passes when conducting ACR business.

### **SECTION 3**

#### **GENERAL**

- .03 It is hereby agreed between the Company and the Association that all requests for Association releases must be in writing by the MEC Chairman and submitted to the Vice-president, Flight Operations or Director, Flight Operations for authorization.
- .04 When the Association requests a flight release for Association business, the Company may, at its discretion, reallocate the flying to Reserve Pilots, Supervisory Pilots, Pilots in training or by WDO's.

**Note:**

Every effort shall be made to avoid WDO's. WDO's will only be done with the approval of the MEC Chairman. When assigning a Reserve Blockholder, Crew Scheduling shall endeavour to assign a low-time reserve Pilot.

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

- .05 The following guidelines will be used to determine when the additional costs referred to in .03 and .04 above are to be applied:
- a) If a Reserve Pilot assumes the open flight(s) and the duty performed causes the Pilot to exceed the monthly minimum guarantee, then the Association will reimburse the Company for the difference between the minimum guarantee and the incremental hourly costs associated with the duty performed.
  - b) If the open flights are covered by WDO's, the Association will reimburse the Company for the costs of the WDO's.
  - c) If additional personnel expenses, including accommodations, are incurred as a result of the reallocation of flying to Pilots in other Bases, the cost will be reimbursed by the Association.
- .06 Any such flying operated by a Supervisory Pilot will not be included in the revenue flying limit for Supervisory Pilots covered by Section 9-03.01 of the Collective Agreement.
- .07 The MEC Chairman shall be allotted forty five (45) Credits per Bid Period for known Association business. These Credits will be paid by the Company and be built into the MEC Chairman's Block as "ALPA" Days. If a WDO is required, to cover flying in the MEC Chairman's Position on any of ~~the~~ designated ALPA Days, the Company will be reimbursed by the Association in accordance with .05b

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above. The Company further agrees to provide an additional thirty one point five (31.5) Credits multiplied by the number local councils, to be allocated at the MEC Chairman's discretion to other ALPA representatives. These Credits shall be bid and identified as ALPA Days on the representative's Block awards. These "ALPA" Days will be placed on the monthly Block prior to Block construction. If a WDO is required, to cover flying for the additional thirty one point five (31.5) Credits on any of the designated ALPA Days, the Company will be reimbursed by the Association in accordance with .05b above.

- .08 The Company agrees to provide a reasonable amount of scheduled flight releases to the ALPA Negotiating Committee to facilitate contract preparation. For each Day of negotiations with the company each committee Pilot shall receive the greater of minimum daily credit or scheduled daily Credits.
- .09 The ALPA CASC will be the Pilot representatives on the Occupational Health and Safety Committee as required by the Canada Labour Code part II section 135. A maximum of three (3) CASC committee members will each receive four point five (4.5) Credits per month which can be scheduled in advance and identified on the committee member's Block award. These Credits are for the purpose of attending meetings with the Company or performing CASC committee work.
- .10 If an Association release is subsequently cancelled by the Association with a least twelve (12) hours notice, the Pilot will be returned to the originally scheduled Pairing as per his assigned Block.
- .11 In addition to the above Credits the Company agrees to provide twenty two point five (22.5) Credits to any one Pilot who is elected to the ALPA Canada Board as President or Vice President. In addition the Company agrees to provide nine (9) Credits to any one Pilot who is elected to the ALPA Canada Board Secretary Treasurer. If additional costs are incurred in accordance with .08 above to cover flying on any of the designated Canada Board President, Vice President, or Secretary Treasurer Days, the Company will be reimbursed by the Association in accordance with .05 above. In the event the above Credits are pre-blocked as "ALPA" Days on the Pilots schedule and if a WDO is required, to cover flying on any of the designated ALPA Days, the Company will be reimbursed by the Association in accordance with only .05b above.
- .12 The maximum number of Days that may be bid in advance as ALPA Days, referred to herein is the number of entitled Credits divided by four point five (4.5) and rounded up to the next whole number.

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- .13 Under extenuating circumstances and with mutual agreement with the Association, the Company reserves the right to revoke any flight duty releases for Association business.

**3-12 MEDICAL EXPIRATION NOTICE**

The Company shall publish with the monthly bid packages a list containing all Pilot's who have Medical Certificates which expire on or before the first of the month that the bid package is valid for. It is the Pilot's responsibility to insure that his Medical Certificate remains valid.

**3-13 DEFINITIONS**

The following definitions apply for the purpose of Section 3 (GENERAL):

01. **Air Canada (AC)** means Air Canada mainline operations or any successor thereto
02. **Code Share** means an agreement by which Air Canada Regional agrees to place its designator code (QK) or purchases blocked space on the flights of another Air Carrier, on a single, dual or multiple designator basis and on one or more of its flights, or an agreement by which Air Canada Regional agrees to place another airline's designator code or sells blocked space on the flights of Air Canada Regional on a single, dual or multiple designator basis and on one or more of its flights; and also includes revenue sharing agreements.
03. **Control** means that one entity will be considered to "Control" another entity (Entity B), only if it, whether directly or indirectly:
- a) owns securities that constitute, are exercisable for or convertible into more than (a) fifty (50) percent of Entity B's outstanding common shares, or if shares in addition to common shares have voting power then (b) fifty (50) percent of the voting power of all outstanding securities of Entity B entitled to vote generally for the election of members of Entity B's Board of Directors or similar governing body; or
  - b) maintains the power or right to manage or direct the management of all or substantially all of Entity B's air carrier operations; or
  - c) has the power or right to designate or provide all or substantially all of Entity B's officers; or

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- d) has the power or right to appoint or elect a majority of Entity B's Board of Directors, or other governing body having substantially the powers and duties of a board of directors; or
  - e) has the power or right to appoint or elect a minority of Entity B's Board of Directors or similar governing body, but only if such minority has the power or right to appoint or remove Entity B's Chief Executive Officer, or President, or Chief Operating Officer, or the majority membership of the Executive Committee or similar committee on Entity B's Board of Directors, or the majority membership of at least one-half (1/2) of Entity B's Board committees.
04. **Maximum Certified Seating Capacity** means the maximum seating capacity for which a hull size has been certified by Transport Canada. For greater certainty, aircraft in cargo or combination passenger/cargo configurations will assume an all passenger configuration to determine aircraft categories.
05. **Merger** means any action that either directly or indirectly results in:
- a) the acquisition, or the right to acquire, by the Company or its subsidiaries of more than thirty (30) percent of the shares of another Canadian air carrier;
  - b) the acquisition, or the right to acquire, by any entity or coalition of entities of more than thirty (30) percent of the shares of the Company;
  - c) the merger or amalgamation of all or part of the Company with another Canadian air carrier;
  - d) any change of Control of the Company; or
  - e) any change to the Company's corporate identity.
06. **Tier III Carrier** means a carrier that has a code share/commercial agreement with Air Canada and/or ACR on aircraft not larger than nineteen (19) seats.
07. **Wet Lease** means the lease, contracting in or subcontracting in of an aircraft with Pilot crew.

**3-14 EMPLOYMENT SECURITY**

Air Canada Regional undertakes that the number of Active Jet Aircraft within the ACR fleet shall be not less than twenty (20).



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**3-15 SCOPE**

- .01 Effective April 2, 2004, all flights using turboprop aircraft operated, either directly or indirectly, by Air Canada Enterprises, its subsidiaries or related companies will utilize pilots employed by Air Canada Jazz represented by ALPA.
- .02 Effective April 2, 2004, all flights using turbojet aircraft operated, either directly or indirectly, by Air Canada Enterprises, its subsidiaries or related companies with a certified maximum seating capacity up to 75 seats will utilize pilots employed by Air Canada Jazz represented by ALPA.
- .03 The allocation of aircraft with a certified maximum seating capacity between 76 and 110 seats shall be determined on the basis of a competitive bidding process between the pilots at Air Canada Jazz and the pilots at Air Canada. This process is to be administered by the Court-appointed Monitor.
- .04 Notwithstanding the foregoing, the 25 CRJ aircraft currently operated by Air Canada will be transferred in an orderly manner from Air Canada to the Company, and in any event, by no later than December 31, 2006. However, in the event that the result of the competitive bidding process is such that the aircraft with a maximum seating capacity between 76 and 110 seats are to be operated by Air Canada pilots, the aircraft shall be transferred to the Company with new aircraft being introduced into the Air Canada fleet on a one-to-one basis.
- .05 Notwithstanding the foregoing, the AC Code Share operations of Calm Air in the intra-Manitoba market place shall be permitted under this agreement.
- .06 Paragraphs .01 through .03 are not to be construed as restricting the employer's ability to engage in Tier III operations as otherwise permitted in this collective agreement.
- .07 Air Canada Regional may continue to operate up to ten (10) BAe 146 100/200 aircraft.
- .08 Air Canada Regional may continue to operate F28 aircraft.
- .09 In no case will Air Canada Regional code share with an airline that restricts Air Canada Regional from the ability to:
  - a) operate up to 39 Jet Aircraft, as limited by c) below,

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- b) operate an unlimited number of Turbo prop aircraft, as limited by c) below.
  - c) operate up to 12 ASM's for every 100 ASM's flown by Air Canada.
- .10 Upon request, the Company will provide the Association with copies of any contracts or commercial agreements entered into by the Company that relate to Code Sharing or flying operations, subject to a proper confidentiality undertaking.

**3-16 MERGER INFORMATION**

Within ten (10) Calendar Days of the Company's decision to effect or enter into a Merger, the Company will notify the Association of the same and will provide updates as significant information becomes available. Any confidential information shared with **the** Association in relation to a Merger will be the subject of a proper confidentiality undertaking.

## **SECTION 4**

### **SENIORITY**

#### **4-1 APPLICATION OF SENIORITY**

A Pilot's seniority shall govern the awarding of all assignments (i.e. the opportunity to qualify on other aircraft and/or change Status), provided that all minimum requirements contained in the Ministry of Transport Regulations, Company Flight Operations Manual, and this Collective Agreement are met. The Company will not amend the Company Flight Operations Manual with respect to minimum qualifications for assignment except as required in maintaining the integrity of the Company Operating Certificate. In the event a Pilot does not meet these minimum requirements, the Company will inform any such Pilot in writing and will provide a copy to the Association. A Pilot's seniority shall also govern retention in the case of reductions in force and recall after layoff (the most senior Pilots being the last to be laid off and the first to be recalled), the awarding of Blocks and the choice of vacation.

#### **4-2 GENERAL**

- .01 The Company will maintain a Pilot System Seniority List. Seniority on the Pilot System Seniority List will begin to accrue from the Date of Employment as a Pilot and will continue to accrue except as otherwise provided for in this Agreement.
- .02 Where two (2) or more Pilots commence employment on **the** same date, their relative seniority on the Pilot System Seniority List will be determined by lottery in a manner acceptable to the Company and **the** Association.

#### **4-3 SENIORITY LIST**

- .01 **All** Pilots in the employ of the Company shall have their names posted on the Pilot System Seniority List. Such list shall contain in order of seniority the names and Status of all Pilots and their respective date of employment. By the last Day of each Quarter, the Company will post on the Pilots' bulletin board a copy of a Pilot System Seniority List, brought up to date to include changes or additions which have occurred since the posting of the previous list.
- .02 Protest in regard of Seniority standing shall be submitted to the appropriate Regional Manager in writing by the Pilot(s) concerned within thirty (30) Calendar Days of **the** date of posting. When a Pilot is on vacation, sick leave, or is out of the country when such a list is published, he shall have fifteen (15) Days after his return to duty, or until the end of the thirty (30) Day period (whichever **is** later) to register such protest. Any omissions or errors are to be brought to the attention of the Chief Pilot within the specified time period; otherwise the Seniority List as posted shall be considered as final and binding and no longer subject to challenge.

## **SECTION 4**

### **SENIORITY**

However, by mutual agreement, the Company and the Association shall have the power to correct errors at any time.

- .03 Seniority protests, which cannot be satisfactorily resolved, shall be processed through the grievance procedure.

#### **4-4 LOSS OF SENIORITY**

A Pilot shall lose his seniority if he:

- i) resigns
- ii) is discharged for just cause
- iii) forfeits seniority pursuant to other terms of this Agreement

#### **4-5 RETURN TO DUTY**

A Pilot who ceases to accrue seniority under the terms of this Agreement and who returns to duty on the same seniority date as an existing Pilot will have his new Position on the Pilots System Seniority List determined in accordance with Section 4-2.02 (SENIORITY - GENERAL).

**SECTION 5**  
**FILLING OF ASSIGNMENTS**

**5-1 GENERAL**

- .01 The objective of the Filling of Assignments Section is to provide an orderly method of applying the principles of seniority to the selection of Pilot Position and to ensure a measure of stability for the Pilot's Base and working conditions.
- .02 For the purposes of determining higher or lower assignment, assignments shall be rated in the following order, regardless of Base:

**Assignment**

- 1) Captain
  - 2) First Officer
- .03 On the fifteenth (15<sup>th</sup>) Day of January and on the fifteenth (15<sup>th</sup>) Day of every month thereafter the Company will publish a Pilot Position list, consisting of name, seniority, Position seniority, for posting on bulletin boards.

**5-2 VACANCY BIDDING**

- .01 All Vacancies shall be defined as Base or System using the following criteria:
- a) Base Vacancy:  
  
Is a Vacancy that is restricted to a Pilot on the affected Base, if the awarding of a Vacancy at that affected Base to a Pilot from another Base would cause a displacement off the affected Base or a Reduction in Status. However, a Captain may be displaced in Status by a more senior First Officer on the Base. This Captain then has the right to declare an aircraft replacement Reduction as per Section 5-5.04 b).
  - b) System Vacancy:  
  
Is a Vacancy that results from growth, attrition, aircraft replacement Reduction (as per 5-4.02a) ii) below) or an increase to the number of Captains or First Officers at the affected Base as a result of replacement of one aircraft with another.
- .02 If the Company and the CRC determines there is a Vacancy it shall be open to bid by all Pilots and awarded in accordance with 5-4 (VACANCY AWARDS). Secondary and subsequent vacancies created as a result of the awarding of a primary Vacancy shall be open for bid to all Pilots.

**SECTION 5**  
**FILLING OF ASSIGNMENTS**

- .03** Vacancy bulletins will consist of a posting notice and a Pilot Position list and shall be posted on all Pilot bulletin boards stating the following:
- a) Bulletin number and date of issue;
  - b) Equipment, Status and Base;
  - c) Number of vacancies;
  - d) Anticipated Effective Date for each primary Vacancy bulletin number;
  - e) The closing date after which revised standing bids will not be accepted for the specific Vacancy bulletin. Such date will be not less than fifteen (15) Calendar Days after the posting date of the Vacancy bulletin.
  - f) A list of Pilots holding reinstatement rights.
- .04** Within fifteen **(15)** Calendar Days after the closing date of the primary Vacancy bid, a Pilot Position award list will be posted on all Pilot bulletin boards. Effective Dates for all primary, secondary, and subsequent Position awards with the anticipated training month shall be listed.
- .05** In the event that a Pilot is required to change Base, he shall not be required to report to his new Base for at least forty-five **(45)** Calendar Days from the date of the Pilot Position awards with the following exception:
- a) The Company may advance the reporting date provided the Pilot is advised at least fifteen (15) Calendar Days prior to the new reporting date. Under these conditions a Pilot's expenses will be paid as per Sections 11 (ACCOMMODATION), 12 (MEALS), and 13 (EXPENSES). During this period a Pilot will be provided positive space transportation to his previous Base on his Days Off if requested.
  - b) In the event that the required reporting date is delayed a Pilot's expenses will **be** paid as per above from the original Effective Date to the new reporting date.
- .06** All reasonable expenses which resulted from the Pilot relocating to his new Base will be reimbursed if **the** Company cancels the Pilot's Awarded Position at the new Base. These expenses shall be identified to the Company within sixty (60) Calendar Days following the cancellation of the Pilot's Awarded Position at his new Base. In the event any reasonable expenses are declined or disputed by the parties, the

**SECTION 5**  
**FILLING OF ASSIGNMENTS**

matter will be resolved in accordance with Section 27-7  
(MEDIATION/ARBITRATION).

- .07 Training required as a result of a Vacancy award shall be carried out in order of seniority for each Vacancy bulletin, except as outlined below:
- a) A Pilot may request a later training date and where possible, the Company shall grant such request.
  - b) If a Pilot Line Check (LC) is completed out of seniority, the Company shall, within thirty (30) Days complete a LC for all Pilots senior to the junior Qualified Pilot, or award "Bypass Pay" to the senior unqualified Pilot. For every junior Qualified Pilot, one senior unqualified Pilot will receive "Bypass Pay". The LC will be completed within a reasonable time period after the completion of the Pilot's line indoctrination. The completion of a LC will not be delayed in order to avoid the requirement to pay "Bypass Pay".
- .08 Training required as a result of a Vacancy award will commence no later than thirty (30) Calendar Days after the Effective Date of the award. In the event that circumstances preclude the Company's ability to train within the thirty (30) Calendar Days, training may be delayed beyond this date with mutual agreement between the Company and the Association.
- .09 If a primary Position Vacancy bid award is cancelled between the time of its issue date and its Effective Date, all Vacancy bids awarded during such time frame shall be cancelled and reissued as a new Vacancy bulletin. All Pilots will then be considered as bidding from the Position they were in as of the closing date of the cancelled primary Vacancy bid

**5-3 STANDING BIDS**

- .01 A Pilot shall maintain on file, on the approved form, a standing bid with Flight Operations. The standing bid form shall be date stamped, with the original being kept by Flight Operations. Within seven (7) Calendar Days the Company will forward to the Pilot and the CRC a copy of the date stamped standing bid form. The format of the standing bid form may be altered by mutual agreement between the Company and the Association to satisfy changing operating conditions.
- .02 A Pilot may qualify his standing bid by specifying a minimum number of Positions below him at the time of the Vacancy award. A Pilot may amend his standing bid at any time; however, he shall be responsible for ensuring that his current standing bid reflects his current desires.

**SECTION 5**  
**FILLING OF ASSIGNMENTS**

- .03 If a new Pilot Base or the introduction of new Equipment is anticipated, the Company shall post a notice at all existing Pilot Bases a minimum of thirty (30) Calendar Days in advance of the anticipated Vacancy bulletin posting, **so** that Pilots may change their standing bid. Such notification does not commit the Company to the acquisition of Equipment or opening of new Bases.

**5-4 VACANCY AWARDS**

- .01 Primary, secondary and subsequent Vacancies will be awarded using the standing bids on file as of the closing date of the primary System Vacancy bulletin, subject to any qualification as to the minimum number of Positions below the applicable Pilot at the time of the Vacancy award, to the Pilot having the minimum required Transport Canada license(s), and meeting the requirements of the Company Flight Operations Manual.

- .02 System Vacancy:

- a) Each System Vacancy shall be awarded to the senior Pilot bidding, subject to Section 5-2.01 a) (VACANCY BIDDING), 5-9 (REINSTATEMENT RIGHTS) and 5-12 (GENERAL PROVISIONS GOVERNING VACANCIES), as follows:

- i) Primary Vacancies:

From the standing bids on file as of the closing date of the primary System Vacancy bid, subject to any qualification as to the minimum number of POSITIONS below the applicable Pilot at the time of the Vacancy award, to the Pilot having the minimum required Transport Canada license(s), and meeting the requirements of the Company Flight Operations Manual.

- ii) On completion of i) above any Pilot who is reduced in either Equipment or Status from an aircraft replacement, may declare an aircraft replacement Reduction and exercise his rights as per Section 5-5.04 b) (AIRCRAFT REPLACEMENT REDUCTION).

- iii) Secondary and subsequent vacancies:

From the standing bids on file, subject to any qualification as to the minimum number of Positions below the applicable Pilot at the time of the Vacancy award, to the Pilot having the minimum required Transport Canada license(s), and meeting the requirements of the Company Flight Operations Manual.



**SECTION 5**  
**FILLING OF ASSIGNMENTS**

iv) Any Vacancies not filled by (iii) above:

To be filled by assigning the most junior Pilot in the system who holds the minimum required Transport Canada license(s) and meets the requirements of the Company Flight Operations Manual, or the hiring of new Pilots if the total number of system Positions has increased.

**5-5 POSITION REDUCTION(S) AND DISPLACEMENT(S)**

When it has been determined that a Reduction in Position has been identified, such Reduction will be carried out in accordance with .01 through .06 below.

**Note:**

If it is determined that both a Vacancy and a Reduction will be required, the primary Vacancies shall be processed prior to the awarding of the primary Reductions. If the awarding of the primary Vacancies and primary Reductions results in secondary Vacancies, then the secondary Vacancies will be processed prior to the awarding of any displacements. The above sequence will continue until all awards have been completed.

- .01 Primary Position Reduction bulletins, which will consist of a posting notice and a Pilot Position list, shall be issued to all Pilots and posted on all Pilot bulletin boards, and shall state the following:
- a) Bulletin number and date of issue;
  - b) Equipment, Status and Base;
  - c) Number of Reductions in Positions;
  - d) Reasons for such Reductions;
  - e) The primary Reduction bid(s) with the anticipated Effective Date for each individual Reduction;
  - f) The closing date after which revised standing bids will not be accepted for the specific Reduction bulletin. Such date will be not **less** than fifteen **(15)** Calendar Days after the posting date of the Reduction bulletin.
- .02 A Pilot shall maintain on file, on the approved form, a standing bid with Flight Operations. The standing bid form shall be date stamped, with the original being

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kept by Flight Operations. Within seven (7) Calendar Days the Company will forward to the Pilot and the CRC a copy of the date stamped standing bid form. The format of the standing bid form may be altered by mutual agreement between the Company and the Association to satisfy changing operating conditions.

.03 A Pilot may qualify his standing bid by specifying a minimum number of Positions below him at the time of the Reduction award. A Pilot may amend his standing bid at any time, however he shall be responsible for ensuring that his current standing bid reflects his current desires. If a Pilot has insufficient seniority to maintain his current or Awarded Positions, and has not indicated sufficient choices or has not submitted a bid, he will be considered as bidding to maintain his current Status at his Base. If a Pilot has insufficient seniority to maintain his current Status at his Base the Company will assign him to any First Officer assignment on his Base. If a Pilot has insufficient seniority to maintain his current Base the Company will contact the Pilot to clarify the Pilots choice of Base.

.04 The Reductions and displacements shall be carried out as follows:

a) Primary Reduction:

Any requirement to force a Reduction will take place in reverse order of seniority, with the following exceptions, where a Pilot who has been reduced is able to increase his Status as a result of the Reduction:

- i) In this case Pilots in order of seniority in that Status and Base would be allowed to bid for the Reduction that would have increased the originally reduced Pilots Status.
- ii) However, **the** Pilot exercising the above option can only bid into the Position(s) that the originally reduced Pilot could have held.

The Pilot will displace according to his standing bid on file as of the closing date of the primary Reduction bulletin subject only to any qualifications as to the minimum number of Positions below him at the time of the Reduction assignment.

b) Aircraft Replacement Reduction:

Any Pilot who declares an aircraft replacement Reduction may displace any Pilot according to the following:

- i) **He** may displace any junior Pilot.

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- ii) Any Vacancies created by a Pilot displacing as in i) above will be treated as System Vacancies and filled in accordance with Section 5-4.02 iii) above.

The Pilot will displace according to his standing bid on file as of ~~the~~ closing date of the primary Reduction bulletin subject only to any qualifications as to the minimum number of Positions below him at ~~the~~ time of the Reduction assignment.

c) Displaced Pilot:

Any Pilot displaced by a senior Pilot shall have the same rights as if he had been displaced in (a) above.

- .05 Within fifteen (15) Calendar Days after the closing date of the primary Reduction bid, a Pilot Position award list will be posted on all Pilot bulletin boards. Effective Dates for all primary Reductions and displacements with anticipated training month shall be listed.
- .06 A Pilot may not displace into an Equipment Assignment that would be available to him on his current Base.
- .07 A Pilot who displaces to maintain his Status or employment, will be eligible for moving expenses as per Section 21-3 (INVOLUNTARY MOVE).
- .08 A Pilot who displaces only to maintain his Equipment or to Equipment that is not available on his Base will be eligible for moving expenses as per Section 21-2 (VOLUNTARY MOVE).
- .09 In the event that a Pilot is forced to move to another Base to maintain his Status or employment, he shall not be required to report to his new Base for at least forty-five (45) Calendar Days from the date of the awarding of the displacement with the following exceptions:
  - a) The Company may advance the reporting date provided the Pilot is advised at least fifteen (15) Calendar Days prior to the new reporting date. Under these conditions a Pilot's expenses will be paid as per Sections 11 (ACCOMMODATION), 12 (MEALS), and 13 (EXPENSES). During this period a Pilot will be provided positive space transportation to his previous Base on his Days Off if requested.

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- b) In the event that the required reporting date is delayed a Pilot's expenses will be paid as per above from the original Effective Date to the new reporting date.
- .10 All reasonable expenses which resulted from the Pilot relocating to his new Base will be reimbursed if the Company cancels the Pilot's Position at the new Base. These expenses shall be identified to the Company within sixty (**60**) Calendar Days following the cancellation of the Pilot's Position at his new Base. In the event any reasonable expenses are declined or disputed by the parties, the matter will be resolved in accordance with Section 27-7 (MEDIATION/ARBITRATION).
- .11 Training required as a result of a Reduction award shall be carried out in reverse order of seniority for each Reduction bulletin, except as outlined below:
  - a) A senior Pilot may request a change in his training date and, where possible, the Company shall grant such request.
  - b) If the Company is unable to adhere to the training schedule as described above, no Pilot will be assigned a lower rate of pay until such time as all junior Pilots to him have completed their LC.
- .12 Training required as a result of a Reduction award will commence no later than thirty (**30**) Calendar Days after the Effective Date. In the event that circumstances preclude the Company's ability to train within the thirty (30) Calendar Days training may be delayed beyond this date by mutual agreement between the Company and the Association.

**5-6 BASE CLOSURE**

A Base Closure will be handled in the same manner as Section 5-5 [POSITION REDUCTION(S) AND DISPLACEMENT(S)].

**5-7 BASE TRADE**

Pilots holding the same Equipment Assignment shall be permitted to make a mutual exchange of Base provided:

- a) That written approval is obtained from the Company and the Association and,
- b) That written approval is obtained from all Pilots between the seniority numbers of the two Pilots trading Bases.

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- c) The next Pilot Position list issued after such Base trade will reflect each Pilot's new Position.

**5-8 RETURN TO SERVICE**

- .01 When a Pilot returns to line flying duties from STD, LTD, LOA, or a Supervisory or Management Pilot Position, he will return to his previously held Position if his seniority still allows or he may submit a standing bid that will be used to award him a Vacancy in accordance with Section 5-4 (VACANCY AWARDS) by the reading of all Vacancy bulletins, starting with the most recent, that were issued while he was off the line.. If his seniority does not allow him to hold the Position from which he left or it no longer exists, and there were no Vacancy bulletins issued, then he will displace in accordance with Section 5-5 (POSITION REDUCTIONS AND DISPLACEMENTS).

**5-9 REINSTATEMENT RIGHTS**

- .01 A Pilot affected by a forced Reduction, or aircraft replacement Reduction, from a Position will hold the reinstatement right to that Position for a period of **twelve** (12) calendar months from the Effective Date or the completion of his LC in his new Position, whichever is later.
- .02 During the awarding process a Pilot holding the reinstatement right to a Position shall have that Position reserved for him when a Vacancy becomes available. Such a Vacancy shall be held until such time as the Pilot holding the reinstatement right elects to assume his protected Position or waive his reinstatement right, in accordance with his standing bid.
- .03 If more than one Pilot holds a reinstatement right to a Position, reinstatement shall be awarded in order of seniority from the Pilots holding a reinstatement right to that Position.

**5-10 TEMPORARY POSITIONS**

- .01 The Company may make a temporary Position(s) from one established Base to another established Base.
- .02 Temporary Position(s) within an established Base which remain in effect after three (3) months shall be regarded as permanent unless mutually agreed otherwise between the Company and the Association. When such Positions become permanent, they will be filled in accordance with Section 5 (FILLING OF ASSIGNMENTS).

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- .03 All currently Qualified Pilots holding **the** same Equipment Assignment will only be offered a Temporary Position in accordance with seniority.
- .04 A Pilot, other than the most junior Qualified, will not be temporarily assigned to another established Base without his consent.
- .05 Pilots in temporary Positions at another established Base will be reimbursed for living expenses as per Sections 11 (ACCOMMODATION), 12 (MEALS) and 13 (EXPENSES). A Pilot will also receive a telephone allowance of fifteen (15) dollars per Week or the equivalent of one fifteen (15) minute phone call per Week, whichever is greater, for **the** duration of the temporary Position.
- .06 A Pilot in a Temporary Position at another established Base will be returned to his home Base during Days Off, positive space, at Company expense if he so wishes. If the Pilot remains at **the** established Base during his Days Off, reimbursement for living expenses will be continued.
- .07 The three (3) months referred to in 5-10.02 above may be extended by mutual agreement between the Company and the Association.

**5-11 TEMPORARY BASE**

- .01 When a contract or charter operation requires that an aircraft be positioned away from **an** established Base temporarily, the Company may offer a Temporary Base Bid to currently Qualified Pilots holding Equipment Assignment to the type provided that:
- (a) No Pilot other than **the** most junior Qualified will be assigned such a bid.
- (b) No Pilot shall lose his permanent Position or be reduced in Status as a result of the establishment of a Temporary Base.
- .02 Temporary Base Bids will be offered in monthly increments to a maximum of six (6) months. Should such an operation extend beyond six (6), the Temporary Base will be cancelled unless extension is mutually agreed between the Company and the Association.
- .03 The Company may cancel a Temporary Base Bid with notice of one (1) month.
- .04 A Pilot may cancel his Temporary Base Bid with notice of one (1) month.

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- .05 If an operation was originally planned for a period of **less** than six (6) months and is extended, the extension will be offered first to the present Bid Holder to a maximum total of six (6) months. Should he decline, it will be re-bid.
- .06 The terms of this Agreement will apply to a Pilot on assignment at a Temporary Base as though it was his Permanent Base.
- .07 Pilots assigned to a Temporary Base will be reimbursed for living expenses as per Sections 11 (ACCOMMODATIONS), 12 (MEALS) and 13 (EXPENSES), while assigned to the Temporary Base.
- .08 Should the Pilot be required by the Company to return to his Base during the Bid Period he shall travel at Company expense.
- .09 The Company shall pay for additional local taxes, medical and insurance coverage where applicable and where mutually agreed upon between the Company and the Association.
- .10 A Pilot who bids a Temporary Base assignment and whose vacation falls within this period shall, subject to operational requirements have his vacation period(s) reassigned to another period(s) that is mutually agreeable between the Company and the Pilot. Failing mutual agreement, awarded vacation period(s) shall remain as published.

**5-12 GENERAL PROVISIONS GOVERNING VACANCIES**

- .01 A First Officer will not be restricted from bidding a Captain Position; except that a First Officer who bids for a First Officer Position on different Equipment within his Base may be restricted from bidding an upgrade on a different Equipment type for three (3) Years on any Base.
- .02 A Captain may not bid to First Officer for one **(1)** Year from the date of completion of initial Pilot line check (LC).
- .03 A Captain who has bid to First Officer may be restricted from bidding Captain for three **(3)** Years from the date of completion of initial Pilot line check (LC) or first line flight, whichever occurs earlier.
- .04 With the exception of .01 above, a Pilot who changes Equipment may **be** restricted from bidding an Equipment change for three **(3)** Years from the date of completion of initial Pilot line check.

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- .05 With the exception of .01 above, new hires may be frozen on Equipment for up to two (2) Years.
- .06 The Company may waive the foregoing limitations.
- .07 Pilots must be actively working for the periods of time outlined above. Maternity Leave/Parental Care Leave/STD/LTD will not extend the periods of time in 5-12.01, .02, .03, .04, .05.
- .08 The freeze periods shall not apply in any instance where a Pilot's current Position is as a result of a Reduction or Displacement.

**5-13 TYPES AND VARIANTS**

No Pilot shall be required to remain current on more than one type of aircraft, requiring a separate endorsement. It is recognized that several variants of one type exist (**e.g.** Dash 8 100/200/300).

**5-14 CREW REQUIREMENT COMMITTEE**

- .01 The Crew Requirement Committee shall be provided crewing levels and block hour documentation for the purposes of confirming that the Company is meeting the minimum crew requirements established herein. Documentation shall be provided to the CRC on a confidential basis.
- .02 The Crew Requirement Committee shall also be tasked with working with the Company to award vacancies and reduction bids and assist in determining which type of vacancies are applicable (i.e. Base or System).



**SECTION 6**  
**LAYOFF AND RECALL**

**6-1 LAYOFF**

.01 When it is determined that there will be a reduction in the total system Positions, the Company will issue a bulletin to all Pilots, advising of the requirement for reductions. Prior to any layoffs, all surplus Pilots will be first dealt with through attrition, voluntary severance options, leave of absence programs, and any other mitigation programs as may be agreed to between the parties. Possible mitigation vehicles could include, but are not limited to:

- i) Reduce Maximum Monthly Scheduled Block System wide
- ii) Job Sharing (individual reduced Blocks)
- iii) Leaves
- iv) Wet Leases
- v) Early Retirement Incentives
- vi) Company/ALPA Organized Pilot Placement Program
- vii) Vacation Purchase
- viii) Government Assistance Programs (i.e. E.I Supplement)

If after attempting to mitigate layoffs there is still a requirement for a reduction in force, then such reduction in force shall be accomplished in reverse order of the Pilots System Seniority List in accordance with the provisions of Section 5 (FILLING OF ASSIGNMENTS).

- .02 The Company shall provide written notice to a Pilot being laid off. Pilots with more than two (2) Years service shall receive at least thirty (30) Days notice and Pilots with two (2) or **less** Years of service shall be given at least twenty-one (21) Days notice.
- .03 Any Pilot to be laid off, and whose instrument rating is due to expire within sixty (60) Days from the date of lay-off, will have the opportunity to renew his instrument rating by the Company prior to his lay-off date. A Pilot whose qualifications have expired while on lay-off shall be re-qualified at Company expense upon recall.
- .04 A Pilot prior to being laid off shall be awarded the option of taking all or any outstanding vacation or statutory holiday Days in lieu of or as part of his layoff period.
- .05 A Pilot who is laid off shall have the option of choosing to maintain all or any benefits normally covered by payroll deduction at Pilot expense subject to the terms and conditions of the Benefits Plans.

**SECTION 6**  
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- a) A Pilot who is laid off shall file his address with the office of the Chief Pilot and shall thereafter promptly advise the Chief Pilot of any change in address.
- b) The office of the Chief Pilot will forward the address or change of address to the office of Human Resources to be placed in his personal **file**.

.07 A Pilot affected by a reduction in force who must displace to another Base to maintain employment may, at his option, take an early layoff at his Base in lieu of bumping a more junior Pilot who continues to work at another Base.

.08 After ten (10) Years of uninterrupted layoff a Pilot's employment with the Company shall be terminated automatically unless otherwise mutually agreed upon between the Company and the Association. Any Pilot on layoff in excess of three (3) uninterrupted Years will be required to serve a 3 month Probationary Period upon recall to service. A Pilot returning from layoff shall have successfully completed the Transport Canada Instrument Rating written examination, if required so as to be eligible for **an** instrument rating flight test.

.09 Notwithstanding the notice requirements above, in the case of a third party industrial relations dispute, sudden cessation of work caused by an act of God or any other cause over which the Company has no control, the requirements of notice shall not apply. When Pilots **are** laid off due to such work stoppages or any other cause over which the Company has no control, such Pilots will receive, at their option, any Days Off and vacation due them on a pro rata basis prior to their being placed on laid off status. Pay will be on a pro rata basis.

.10 Prior to any layoffs occurring the Company shall reduce the blocking average to seventy-seven point five (77.5) Credits for all Positions except in the case where the Company meets **the** conditions as outlined in Schedule C of LOU 20.

**6-2 RECALL**

.01 When there is a system vacancy in the Pilot complement during the period of lay-off, Pilots shall be recalled in order of system seniority.

.02 Initial notification of recall may be given to the Pilot by a person-to-person telephone call. A recall notice will be sent to the Pilot via commercial courier service or double registered mail to his last address on file with the office of the Chief Pilot and will contain the reporting date and location.

**SECTION 6**  
**LAYOFF AND RECALL**

- .03 The Company shall give the Pilot his recall notice not less than twenty-one (21) Days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.
- .04 Within three (3) Days of receipt of the recall notice, **the** Pilot shall notify **the** office of **the** Chief Pilot by a person- to-person telephone call followed by a commercial courier service or double registered mail, whether he will accept or waive the notice of recall. **A** Pilot will have been deemed notified upon receipt of his signature.
- .05 If a Pilot waives his notice of recall, the recall will be offered to the next senior Pilot on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or permanently forfeit his position on the Pilot System Seniority List.
- .06 A Pilot who waives his notice of recall will have no further right until **the** next notice of recall.
- .07 A Pilot who is obliged to report under the provisions of .05 above, must report within fifteen **(15)** Days of receiving notification, or the required reporting date, whichever is the later. However, a longer reporting period may be arranged by mutual agreement between the Company and the Pilot. Such agreement shall not be unreasonably withheld.
- .08 A Pilot who is recalled from layoff shall be guaranteed ninety (90) Days employment in a specified assignment. Notwithstanding the foregoing ninety (90) Day guarantee, a Pilot may accept a recall of less than ninety (90) Days; however, refusal to do so shall not cause any Pilot to permanently forfeit his position on the Pilot System Seniority List as per .05 above. An accepted notice of recall as per .04 shall become binding upon the Company.
- .09 The Company may, at its own discretion, grant a leave of absence to any Pilot who is recalled but who is unable to report for duty because of an employment contract.
- .10 **A** Pilot shall retain his accumulated seniority and continue to accrue seniority during any period of layoff, except for pay progression and vacation entitlement.

## **SECTION 7**

### **TRAINING**

#### **7-1 GENERAL**

- .01 Instrument ratings and necessary endorsements as required by the Company shall be maintained at Company expense.
- .02 All flight training and flight tests required by the Company or by Transport Canada regulations, shall be at Company expense.
- .03 All ground training courses as required by Company or Transport Canada regulation, shall be at Company expense.
- .04 All required publications shall be made available to each Pilot at Company expense.
- .05 If a successful bidder on a Vacancy does not possess the required technical qualifications, the Company shall provide him with the opportunity to obtain an aircraft **type** rating and a Pilot proficiency check on the aircraft concerned.
- .06 All training and checking shall be conducted in accordance with Transport Canada requirements and the ACR Company Pilot Training Manual.
- .07 Observers will not be permitted in the simulator or on the aircraft flight deck when a Pilot is undergoing a PPC or IFT other than normal crew, Training Captain, Check "A" Pilot, or Transport Canada Air Carrier Inspector without the consent of the Pilot(s) being assessed.
- .08 A Pilot will be given forty-eight (**48**) hours notice of all Company IFT/PPC's and LC's. This notice may be waived by **the** Pilot. The notice requirement does not apply in **the** case of the Reassignment of a previously scheduled check, or in the case of a Transport Canada conducted LC's.
- .09 After commencing the line indoctrination portion of Conversion Training, a Pilot shall not be required to operate in his previous Equipment Assignment unless his training has been cancelled. This paragraph does not apply to variants of the same type. If the Pilot is required *to* operate in his previous Equipment Assignment after completion of simulator/aircraft training he may request additional training prior to the commencement of line indoctrination.
- .10 If the Pilot is required to return to his previous Equipment as per 7-1.09, he shall be required to complete a minimum of two (2) sectors with a Company Check "A" Pilot Training Captain or Line Training Captain.

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**TRAINING**

- .11 At the Pilots request, he will be given a copy of all reports including the proficiency report after all simulator and/or aircraft checks. (IFT, PPC, & LC)
- .12 No Pilot shall be evaluated on a written examination without having received a preparatory course of study. A preparatory course of study shall consist of
- (a) A ground school, or
  - (b) Self study course materials, or
  - (c) Reference to materials in **the** Pilot's possession.

**Note:**

In the case of (b) or (c) above, the examination answers will accurately reflect the wording of the reference material, to avoid any misinterpretation of the correct answer.

- .13 When a fully Qualified or fully trained crew complement of Captain and First Officer is not utilized during simulator PPC/IFT, a failure contributed to by the non Qualified Pilot will not be deemed a failure in accordance with Section 7-4 (FAILURE TO QUALIFY-CONVERSION/STATUS CHANGE) or 7-5 (FAILURE TO QUALIFY-RECURRENT).
- .14 A Pilot who returns to a previously held Equipment Assignment, who does not require an initial course, shall **be** provide with the following:
- (a) A recurrent ground school; if required by CARs. If ground school is not required by the CARs, a minimum of one Day refresher ground training tailored to **the** individual.
  - (b) Minimum simulator training in accordance with the following table Based on time since last PPC.

0 to 8 Months	2 Hrs. PF	1 Hrs. PNF
9 to 14 Months	4 Hrs. PF	2 Hrs. PNF
15 to 30 Months	6 Hrs. PF	3 Hrs. PNF

- (c) A PPC if required;
- (d) A minimum of two (2) Days Off between Equipment Assignments;

## **SECTION 7**

### **TRAINING**

- .15 In unusual circumstances a Pilot may be required to perform as a Pilot Not Flying in order to train or qualify another Pilot. In this case said Pilot will not have his performance measured and will not be subject to the provisions of Sections 7-3 (FAILURE TO QUALIFY – GENERAL), 7-4. (FAILURE TO QUALIFY – CONVERSION/STATUS CHANGE, 7-5 (FAILURE TO QUALIFY – RECURRENT) while operating for reasons other than the requirements to maintain his own proficiency.

#### **7-2 SCHEDULING**

- .01 All required training and proficiency checks shall be scheduled in advance and included in the Pilot's monthly Block awards. If it becomes necessary to delay or cancel awarded training Pairings, aircraft or simulator training/checks may be conducted on a Day Off or rescheduled during the month.
- .02 During the Block building process, all or part of a Full Blockholder's Recurrent Training may be scheduled outside the blocking window, however, a Pilot will have a minimum of ten (10) Days Off.
- .03 During the Block building process, all or part of a Reserve Blockholder's Recurrent Training may be added to his reserve line, however, a Reserve Pilot will have a minimum of ten (10) Days Off.
- .04 During the Block building process, a full month Conversion Training course may be constructed based on the following:
- a) A Pilot will have a minimum of ten (10) Days Off.
  - b) The Pilot's Block may contain carry-in credits from the previous month but will not contain current bid line flying.
  - c) The Pilot's Block may be constructed to exceed the monthly maximum of eighty five (85) Credits.
- .05 In the event that training outside the blocking window is cancelled the pilot will be subject to reassignment as per Section 8-36(REASSIGNMENT). Pilots who are reassigned to duty, other than their required training, will be credited at 1.5 times the normal credits for that duty. Pilots who are not reassigned will receive the original training credits for that duty period.
- .06 If a Pilot is assigned aircraft or simulator training on a scheduled Day Off as per .01 above, he will have the appropriate number of Duty Periods dropped from the current

## **SECTION 7**

### **TRAINING**

Bid Period. If this training assignment occurs such that the Pilot has only Days Off remaining in his Block, the appropriate number of Duty Periods will **be** dropped from his awarded Block in the next Bid Period. The Pilot will be given preference to the Duty Periods dropped subject to approval of the Crew Scheduler.

- .07 A Pilot may be displaced from his awarded Pairing for his own training as per .01 above. In this specific case the Pilot may **be** reassigned outside **the** Duty Period expansion limitations in Section 8-36 (REASSIGNMENT).
- .08 When Conversion Training is included in a Pilot's Block, he will have **a** minimum of two (2) Days Off prior to the start of ground school. When Conversion Training is not blocked, the Company will still provide two (2) Days Off prior to **the** start of ground school.

#### **Note:**

The above shall not apply to single Day differences courses for variants of the same type.

- .09 A Pilot will receive two (2) DFD's in any seven (7) Day period of training while away from home Base, exclusive of Deadheading. **A** Pilot will receive two (2) Days Off in any seven (7) Day period of training while at home Base. Consecutive Duty Periods of training shall not exceed five (5). With the Pilots consent, **the** DFD's or Days Off at home Base may be reduced to one (1). **An** additional Day Off will then be granted at the completion of that portion of training.
- .10 During **the** course of Block construction, **a** Pilot's minimum Days Off at home Base will be reduced by one (1) Day for every two (2) Duty Free Days (DFD's) while training at **a** location away from home Base.

#### **Example**

**A** Pilot who is **on** a three (3) Week ground school in SEA with six (6) DFD's would reduce his Days Off by **three** (3) at home Base. In **the** case of a Blockholder he would still **be** entitled to seven (7) Days Off in that monthly Bid Period.

- .11 If there *are* insufficient Days remaining in the current Bid Period to resolve these additional Days Off at home Base, they shall **be** resolved within **the** next Bid Period.
- .12 All Duty Free Days (DFD's) at a training location away from home Base in excess of one (1) will be credited at two (2) credit hours per DFD.

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**TRAINING**

- .13 Any Duty Period involving training shall be preceded by a minimum of ten (10) hours free of all duty.
- .14 The training Duty Periods will be subject to the following:
- .15 Ground Training:
- (a) When Deadheading is not required the maximum Duty Period shall be nine (9) hours; eight (8) hours for scheduled instructional training, one (1) hour for breaks.
  - (b) When Deadheading to a training location the total time from check-in to the completion of the instructional training shall be ten (10) hours, expandable to eleven (11) hours provided ~~the~~ Deadhead sectors do not exceed two (2).
  - (c) The time required to Deadhead home shall not be limiting as in (a) or (b) above. However, the maximum length of any Duty Period shall be fourteen (14) hours.
- .16 Simulator and/or Aircraft Training:
- (a) When Deadheading is not required the maximum Duty Period shall be eight (8) hours, four (4) hours for simulator/aircraft training exclusive of the time required for briefing and/or debriefing and breaks.
  - (b) When Deadheading to a training location the total time from check-in to the completion of the instructional training shall be ten (10) hours. The Duty Period may be expanded to twelve (12) hours if the following conditions are met:
    - i) Deadhead sectors not to exceed two (2).
    - ii) The Duty Period starts no earlier than 04:59 a.m. local time.
    - iii) The simulator training session will be completed on the same Calendar Day by 23:59 local time of the Pilots Base.
  - (c) The time required to Deadhead home shall not be limiting as in (a) or (b) above. However the maximum length of any Duty Period shall be fourteen (14) hours.
- .17 For those Pilots requiring initial upgrading or line training, a variety of Pairings necessary to complete line training will be selected prior to the distribution of the bid package at ~~the~~ Base to which the trainee holds a bid, or at the Base where the training will take place.



## **SECTION 7**

### **TRAINING**

#### **7-3 FAILURE TO QUALIFY - GENERAL**

- .01 The term failure to qualify shall mean:
- (a) Failure to receive a recommendation for a PPC/IFT after completion of the full training syllabus, or
  - (b) Failure of the actual PPC/IFT after receiving said training and recommendation, or
  - (c) Failure to successfully complete line indoctrination, or
  - (d) Failure to pass an initial or recurrent groundschool, or
  - (e) Failure to pass other written exams following an approved preparatory course of study, or
  - (f) Failure to pass a LC
- .02 When any Pilot has failed to qualify, the Company shall advise a representative of the Association by telephone or the most expeditious manner available.
- .03 The scheduling of any subsequent training after a failure as described herein shall **be** established by the Company following an examination of the reason(s) for the failure and discussions with **the** Pilot involved. A representative of **the** Association will be present during the discussions with the Pilot.
- .04 After a failure as described herein and when available the Company will normally assign a different Training Captain, Line Training Captain or Company Check "A" Pilot to provide the additional training or checking as may **be** appropriate. The Pilot may, however, request and may be assigned at the option of **the** Company the original Training Captain, Line Training Captain or Company Check "A" Pilot.
- .05 A Pilot shall have full access to **the** grievance procedures in Section 26 (GRIEVANCES) if any disciplinary or discharge action is taken as a result of a failure to maintain or demonstrate **the** required level of proficiency as described herein.
- .06 Any meetings with the Company pertaining to failure to qualify, the Pilot is entitled to full Association representation.

## SECTION 7 TRAINING

### 7-4 FAILURE TO QUALIFY - CONVERSION/STATUS CHANGE.

- .01 This Sub-Section shall apply to a Pilot that is changing Equipment where an initial training course is required, or to a Pilot that is upgrading from First Officer Status to Captain Status. This Sub-Section shall also apply to a Pilot downgrading from Captain Status to First Officer Status.
- .02 A Pilot who is awarded a new Position for which training is required and who fails to qualify, as per 7-3.01 (a)(b)(c)(d)(f) above, shall be subject to the following:
- (a) **He** shall be given additional training in the area in which the required proficiency was not demonstrated, followed by the appropriate check.
  - (b) If the Pilot fails a second time, he shall be have the option of returning to his former Position subject to normal seniority provisions and his ability to qualify in accordance with this Section. Should the Pilot elect not to return to his former Position, he may instead be given additional training followed by a third check.
  - (c) If **the** Pilot fails a third time his employment may be terminated at the option of the Company.
- .03 A Pilot having returned to his former Status and/or Equipment as in Section 7-4.02 (b) above and who subsequently bids and is awarded a new Status and/or Equipment Assignment within two (2) Years of re-qualifying in his current assignment shall be given training followed by the appropriate check. Should he again fail to demonstrate the required proficiency his employment may be terminated at the option of the Company.
- .04 A Pilot who has returned to his former Status and /or Equipment as in Section 7-4.02 (b), and who subsequently bids and is awarded a new Status and/or Equipment Assignment after two (2) *Years* from re-qualifying in his current assignment shall be entitled to all the provisions of 7-4.02.
- .05 In the application of Section 7-4.02 (b) above, if the Pilot's former Equipment no longer exists due to the removal of the type from **the** fleet, or in the case of a forced displacement, the Pilot shall have **the** option of exercising his seniority to any other Equipment Assignment.

### 7-5 FAILURE TO QUALIFY - RECURRENT

- .01 This Sub-Section shall apply to a Pilot that is undergoing a Recurrent Training and check program for **the purposes** of maintaining or renewing his Instrument Rating, his

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### **TRAINING**

Pilot Proficiency Check, his Line Proficiency Check or any other flight check as may be required by Transport Canada Regulation. This Sub-Section shall also apply to a Pilot returning from a Leave of Absence, Lay-off, Sick Leave or any other period of absence from the Company as may be described in this Agreement provided that he is returning to Equipment on which he was previously Qualified by the Company and his qualification has not been expired by more than two (2) Years.

- .02 A Pilot who fails to qualify as per Section 7-03.01 (a) (b) (c) (d) (f) above, shall be subject to the following:
- (a) He shall be given additional training in the areas in which the required proficiency was not demonstrated, followed by the appropriate check..
  - (b) If the Pilot fails a second time to demonstrate the required proficiency, he shall again be given additional training in the areas in which he failed to demonstrate the required proficiency, followed by the appropriate check..
  - (c) If the Pilot fails a third time, his employment may be terminated at the option of the Company.
- .03 It is recognized that failure to qualify as in Section 7-5.02 above is an unusual occurrence. Should a Pilot's proficiency deteriorate to a point where he is unable maintain his qualification and the reason for such deterioration be identified by a Company approved Medical Examiner as an illness (physical or mental) the Company will postpone any further training. At such time **as** the Company Medical Examiner determines that the Pilot is fit and that he can return to work the Pilot will resume the Recurrent Training program. During any absence from work due to illness **the** Pilot will **be** entitled to disability benefits in accordance with this Agreement and the terms of the appropriate benefit plan(s).
- .04 Any Pilot that fails more than three (3) recurrent IFT or PPC flight tests in the same Equipment Assignment in any thirty-six month period, may have his employment terminated at the option of the Company.

### **7-6 FAILURE TO QUALIFY - WRITTEN EXAMINATIONS**

- .01 A Pilot who fails to qualify on other written exams as per Section 7-3.01(e) above, shall be subject to the following:
- (a) Shall be given further instruction on the subject matter, which constituted the failure, followed by the appropriate exam.

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### **TRAINING**

- (b) If the Pilot fails the second exam, he shall be given further instruction on the subject matter which constituted the failure, followed by the appropriate exam.
- (c) If the Pilot fails the third exam he may have his employment terminated at the option of the Company.

#### **7-7 PAY AND CREDITS**

- .01 A Pilot in training, or Deadheading to/from the training location will receive Credits in accordance with Section 8-14 (CREDITS-TRAINING).

#### **7-8 TRANSPORTATION AND EXPENSES**

- .01 When a Pilot travels to a training location other than his home Base and the training period exceeds thirty-five (35) Days, the Company will, at the Pilot's request, provide positive space air transportation to his home Base for Days Off once after each thirty-five Days of the training period.
- .02 At a non-Company training location, where it is impossible to return a Pilot to his **home** Base in compliance with .01 above, the Company will, if requested by the Pilot, provide the Pilot's spouse with positive space air transportation to and from the training location once during the training program.
- .03 While in training away from home Base, a Pilot will receive a telephone allowance of fifteen dollars (\$15.00) per Week, or the equivalent of one (1) fifteen (15) minute phone call per Week, whichever is greater.
- .04 The Company will provide accommodation, expenses and meal allowances under the provisions of Sections 11 (ACCOMMODATIONS), 12 (MEALS) AND 13 (EXPENSES) during the time that a Pilot is away from his home Base for training.

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**HOURS OF SERVICE**

**8-1 DUTY PERIODS**

- .01** The Duty Period will commence prior to the scheduled departure time in accordance with the following table, or earlier if required by the Company.

Commence

i)	Operating	<b>45</b> Minutes
ii)	Deadhead	30 Minutes
iii)	Trans-border or Aircraft taxi	60 Minutes

Note:

- a) In ~~the~~ application of (ii) above, the Duty Period shall commence thirty (30) minutes prior to the Deadhead departure if a break of forty-five (**45**) minutes exists from the arrival of the Deadhead sector to the departure of the operating sector.
- b) In the application of (i) above, the duty shall commence at the designated check-in location, forty-five (**45**) minutes prior to the departure time of the first flight. If transportation is required for the crew to get to ~~the~~ aircraft from the point of check-in the Company shall ~~be~~ responsible ~~to~~ ensure such transportation is available.
- .02** The Duty Period will end a minimum of fifteen (**15**) minutes (thirty (**30**) minutes if customs clearance or aircraft repositioning etc., is required) after the termination of the flight, or when released from all duty, whichever is later.

**8-2 LENGTH OF THE DUTY PERIOD**

The maximum Duty Period will be:

- .01** Fourteen (**14**) hours except as follows:
- (a) For Duty Periods commencing between **2300** and **0459** hours local time, or when one-third (1/3) of the Duty Period falls between the hours of 2300 and **0459** hours local time, the maximum Duty Period will be twelve (**12**) hours.

Note:

All references to local time are at the Base where the duty Day commences.

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- (b) Notwithstanding (a) above, all Duty Periods affected by the silent hour provisions will be fourteen (14) hours providing that a break in the Duty Period exists of five (5) hours from scheduled arrival to scheduled departure and sleeping accommodation is provided.

**Note:**

The silent hours are defined as the hours between 2300 to 0459 local time

- (c) All Duty Periods will be reduced by one (1) hour for each operational landing in excess of eight (8). The maximum number of operational landings in any Duty Period shall be ten (10).

**Note:**

For Duty Periods that require Deadheading prior to operating, and the Deadhead portion includes two (2) or more landings, then all Deadhead landings will be considered as operational

**.02 Extensions to ~~the~~ duty Day:**

- (a) **Pairings Exceeding the Duty Day:**

Duty periods in excess of the maximums specified herein may be scheduled, subject to mutual agreement between the Company and the SSC prior to publishing the monthly Block Pairings for bidding purposes.

- (b) **Delays:**

If, after the start of a Duty Period (check-in), a flight becomes delayed due to mechanical problems, adverse weather conditions, enroute delays or other causes, and it becomes apparent that the Duty Period time limitations would have to be exceeded to complete the flight(s) as planned (including check out duties) it will be the Captain's responsibility to discuss with ~~the~~ Flight Deck Crew **the** operational and safety aspects of exceeding the maximum Duty Period time limitations. Having consulted with the crew, and taken all pertinent factors into consideration, the Captain will decide whether or not to continue. Should the decision be made **not** to extend the duty Day, the crew will not be required to justify their decision any further.

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**8-3 REST PERIODS**

.01 The Rest Periods are:

- (a) Home Base:  
Scheduled twelve (12) hours between the completion of the Duty Period to the commencement of the next Duty Period as per Section 8-1 (DUTY PERIODS) or as provided in Section 8-32.12 (BLOCK CONSTRUCTION).
- (b) Away from Home Base:  
Scheduled ten (10) hours between the completion of the Duty Period to the commencement of the next Duty Period as per Section 8-1 (DUTY PERIODS); or,

By mutual agreement, giving consideration to the length of the preceding and following Duty Periods, Pairings may be constructed that provide for a minimum of a nine (9) hour Rest Period. This shall only apply when the rest accommodation is defined as an Airport Hotel (Section 2-2 DEFINITIONS)

.02 If due to operational delays an affected Pilot's scheduled Rest Period is compromised, the Rest Period may be reduced as required to no less than ten (10) hours between the completion of the Duty Period to the commencement of the next Duty Period as per Section 8-1 (DUTY PERIODS) at home Base. The Rest Period away from home Base may be reduced to no less than nine (9) hours at the sole discretion of the affected Pilots and where the rest accommodations are defined as an Airport Hotel.

**Note:**

Notwithstanding the provisions of this Section, in no case shall a Rest Period be less than the time required for the Pilot to acquire eight (8) hours of prone rest giving due consideration to traveling to and from the rest accommodation.

**CREDITS**

**8-10 GENERAL**

- .01 Unless otherwise noted Flight Credits shall be referred to as "Credits" and shall apply for pay and Flight Time limitation purposes.
- .02 Daily Standard Credit is the monthly maximum scheduled credit level (e.g. 85 Credits) divided by thirty (30) = (2.83 Credits)

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- .03 Credit values calculated at point zero five (.05) or greater shall be rounded up to the nearest point one (.1).
- .04 Pilots shall be guaranteed a minimum of seventy-five (75) Credits a month for pay purposes.
- .05 Notwithstanding .04 above, Blockholders shall be guaranteed pay and Flight Credits, of his awarded Block as if flown according to schedule or the actual Credits accrued, whichever is greater.

**Note:**

Actual Credits accrued shall include WDO Credits, NBG Credits, Reassignment Credits and Training Credits awarded outside the blocking window,

**8-11 TRIP PERIODS**

- .01 In order to provide a balance between duty time, Flight Time, and total trip hours, the Credits of .02 below shall apply to all Trip Periods.
- .02 For each Trip Period, or period of any other duty, excluding reserve, ~~the~~ Credits earned shall be the greater of (a) through (d) below:
- (a) A minimum guarantee of four point five (4.5) Credits for each Duty Period.
  - (b) The accumulated Flight Time for the Duty Period, scheduled or actual, whichever is greater.
  - (c) One **(1)** credit for each two **(2)** hours of the Duty Period, scheduled or actual whichever is greater.
  - (d) One (1) credit for each four **(4)** hours in a Trip Period, scheduled or actual whichever is greater.

**Note 1:**

Natural Block Growth (NBG) is the amount of time a Pilot's actual credit hours exceed the scheduled credit hours in .02 (a) (b) (c) and (d) above, during the course of flying an awarded Block.

For the application of 8-11.02(b) above Pilots shall receive Flight Credits when required to taxi aircraft for purposes other than flight.



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These Credits (as specified in Section 8-48 (TAXI CREDITS) shall be included in the Pairing or be treated as NBG.

- .03 When a Pilot on reserve duty reports to the airport to operate a flight and whose assignment is subsequently cancelled, he will be reassigned in accordance with section 8-36 (REASSIGNMENT), assigned additional duty in the case of a Reserve Pilot assigned a single day pairing or released from all duty within one (1) hour from his originally scheduled departure time, and shall receive the minimum Credits for the Duty Period as provided in .02 (a) above.
- .04 When a change in calendar date occurs during a Duty Period, the date on which the Duty Period originates shall be considered the date to which all Credits for the Duty Period apply. In the event of advanced or delayed operations at the end of a month, the scheduled originating date of the Duty Period shall be considered ~~the~~ the date on which the Duty Period originates and to which date all Credits for the Duty Period shall apply.

**8-12 RESERVE ENHANCED MINIMUM GUARANTEE**

- .01 In the application of Section 8-41.17 the Pilot will be credited with one (1) Day of Daily Standard Credit in addition to his monthly minimum guarantee.

**EXAMPLE**

Daily standard credit is the maximum monthly scheduled credit level divided by thirty (30) i.e. eighty-five (85) divided by thirty (30) equals two point eight three (2.83) credit hours.

- .02 A Reserve Blockholder shall be paid the greater of:
- i) His monthly minimum guarantee
  - ii) His enhanced monthly minimum guarantee up to the maximum monthly credit.
  - iii) His actual duty Credits for the month.

**8-13 DEADHEADING**

- .01 When a single Duty Period consists of Deadhead duty combined with flight duty, the minimum Credits of Section 8-11.02 (CREDITS-TRIP PERIODS) shall apply except that the Deadhead sector(s) Flight Time credit shall not apply.

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.02 When a Duty Period consists of Deadhead only, the minimum credit will be the greater of:

- (a) Four point five (4.5) Credits.
- (b) One (1) Credit for each two (2) hours duty time.

When Deadheading to a training location Section 8-11.02 (c) shall not apply.

**8-14 TRAINING**

.01 For each training period, the Credits earned shall be the greater of (a) or (b) below:

- (a) A minimum of four (4.0) Credits.
- (b) If applicable, the actual Flight Time Credits for aircraft flight training.

.02 The training Credits earned in accordance with Section 7-2.02,.03,.04 will be accrued at a rate of one point zero (1.0) times the Credit level.

.03 For pay purposes Training Credits scheduled outside the blocking window will be considered as part of a Blockholders awarded Block.

.04 For pay purposes Training Credits scheduled outside the blocking window will be added to a Reserve Pilot's Minimum Monthly Guarantee or his actual monthly credits, whichever is greater.

**8-15 VACATION**

.01 For each Day of vacation, a Pilot shall earn the DAILY STANDARD CREDIT for flight and pay credit limitation purposes.

.02 For each Day of statutory holidays, a Pilot shall earn four (4.0) Credits for flight limitations and pay purposes.

**8-16 RELOCATION TO ANOTHER BASE**

.01 When a Pilot is relocating to another Base, he shall receive Credits during the portion of the month that he has approved time off for travel, as follows:

- (a) Pilot in Training: Credits as per Section 8-14 (CREDITS-TRAINING)

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- (b) Blockholder: The Credits for the Pairings that he missed, as if flown according to schedule.

**8-17 SICK LEAVE**

- .01 When a Pilot becomes ill, he will, providing he has sufficient accumulated sick leave Credits, be credited from his sick leave bank as follows:
  - (a) Blockholder: The normal Credits for the Pairing(s) or portion thereof that he missed, as if flown according to schedule.
  - (b) Reserve Blockholder:
    - (i) **Prior** to being assigned duty, four (4.0) Credits for each Reserve Duty Period missed to a Bid Period maximum of 85 scheduled Credits.
    - (ii) After being assigned a single Day Pairing, the credit level of the assigned Pairing.
    - (iii) After being assigned a multi-Day Pairing, the credit level of the assigned Pairing or portion thereof if the **Reserve** Pilot books back on during the Pairing.
  - (c) Bid Period Overlap: A Pilot whose illness extends into the next Bid Period and who is not awarded a Block shall receive Daily Standard Credit until his date of return to duty, or until he qualifies for STD, whichever is sooner.
  - (d) Pilot assigned WDO: The normal Credits for the Pairing(s) or portion thereof that he missed, as if flown according to schedule.
- .02 A Pilot who becomes sick or injured under the provisions of Section 18-4 (SICK LEAVE - OCCUPATIONAL) shall remain on Daily Standard Credit for the period he is ill.

**8-18 PAID LEAVE/JURY DUTY**

- .01 When a Pilot is granted a paid leave of absence due to a requirement to serve as a juror, or for other reasons that the Company may agree to, the Pilot shall be credited as follows:
  - (a) Blockholder: The normal Flight Credits for the Pairings that he missed, as if flown according to schedule.

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- (b) Reserve Blockholder: The Daily Standard Credit for each Reserve Duty Period he is on Paid Leave/Jury Duty.
- (c) Bid period overlap: A Pilot whose paid Leave of Absence extends into the next Bid Period and who is not awarded a Block shall receive Daily Standard Credit until his date of return to duty.

**8-19 HELD OUT OF SERVICE**

- .01 When a Pilot is held out of service with pay he shall be credited as follows:
- (a) Blockholder: The normal Flight Credits for the Pairings that he missed, as if flown according to schedule.
  - (b) Reserve Blockholder: The Daily Standard Credit for each Reserve Duty Period that he is held out of service.
  - (c) Bid period overlap: A Pilot who is held out of service into the next Bid Period and who is not awarded a Block shall receive Daily Standard Credit until his date of return to duty.

**8-20 NATURAL BLOCK GROWTH**

- .01 Natural Block Growth (NBG) is the amount of time a Pilot's actual credit hours may exceed the scheduled credit hours during the course of flying an awarded Block. Natural Block Growth shall include:
- (a) Credits accrued proceeding to and from an alternate to complete a flight, which has the same trip number as that which the Pilot was scheduled to fly.
  - (b) Credits accrued above schedule for the Duty Period.
  - (c) Duty time or **trip** hour guarantees that are accrued on the flight designated by the original **trip** number, even if delayed.

**8-21 WORK DAY OFF CREDITS**

- .01 Pilots will accrue Work Day Off (WDO) Credits at a rate of one point five (1.5) times the Credit level of the Duty Period(s) when called to work on a Day Off. (Minimum Credits earned will be one point five **(1.5)** times the minimum guarantee of four point five **(4.5)**).

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- .02 When a WDO occurs on Christmas Day, Boxing Day or New Years Day the WDO Credits will be calculated at two point zero (**2.0**) times the Credit accumulated in .01 above.
- .03 The WDO Credits accrued in .01 or .02 above will be earned in addition to all Credits earned in the course of a pilot completing his scheduled Block.
- .04 The WDO Credits accrued in .01 or .02 above will be added to a Reserve Pilot's Minimum Monthly Guarantee or his actual monthly Credits, whichever is greater.

**SCHEDULING RULES**

**8-30 GENERAL**

- .01 Eighty-five (85) Credits per month shall be the maximum scheduled for Pilots covered by this Agreement, **unless** otherwise specified herein.
- .02 Once a Block has been awarded, the credit level it establishes becomes guaranteed for pay and flight limitation purposes. Crew Scheduling will attempt to preserve the integrity of the Block to protect the Pilot's working conditions. When a Pilot loses flying time from his Block, he shall be credited for such loss as if he had flown his Block, except as provided for elsewhere in this Agreement.
- .03 A Pilot shall not be prevented from bidding a Full Block if, due to his Block Expansion or WDO's in the previous months, he would be limited by the flight time limitations set out in the Canadian Air Regulations (CAR's).
- .04 The maximum amount of flying that can be accepted by Flight Operations for blocking in any Position shall be limited by the number of Qualified line Pilots available in that Position in any given month.
- .05 No instruction, guide or rule concerning the scheduling of Pilots will be used or made available to any employee of ACR Inc. who is directly or indirectly involved in the scheduling of Pilots **unless** that instruction, guide or rule is made available to the ALPA members of the SSC.
- .06 The Company agrees to maintain a daily record of Flight Credits accrued during the month by every Pilot. These figures shall be readily available to each Pilot.

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**8-31 PAIRING CONSTRUCTION**

- .01 A Pairing is a pre-arranged combination of one or more Duty Periods that will be identified by a number for bidding and scheduling purposes.
- .02 Reserve Duty Periods shall be constructed as Pairings that include start and release times, and will be included in published Blocks.
- .03 Pairings shall be constructed by the Company, in consultation with the ALPA SSC, from the known aircraft route tracks and shall reflect all known scheduled or charter flying.
- .04 All known training periods will be constructed as Pairings.
- .05 The number of continuous Days in a Pairing shall not normally exceed four (4). The maximum number of continuous Days in a Pairing shall be five (5). The Company shall discuss with the Association the construction of any Pairings in excess of four (4) continuous Days before the Pairings are published for bidding purposes.
- .06 For through flight check-ins at layover points, the check-in times may be later than the duty commencing time to facilitate transportation requirements, but in no case will this be less than 30 minutes prior to scheduled departure time.

**8-32 BLOCK CONSTRUCTION**

- .01 The Association and the Company agree to a system of preferential bidding to construct monthly Blocks which will ensure that each Pilot is awarded his choice of Pairings, Days Off, or other duties specified by the Company, in accordance with his Position and seniority as detailed in these Scheduling rules. The number of line Pilots will be sufficient to protect ~~the~~ the Company's operation and provide normal working conditions as provided for in this Agreement.
- .02 Blocks will be constructed by the ALPA members of SSC ensuring all operational requirements of the Company respecting training, check rides, line indoctrination, groundschool, etc. are met.
- .03 All known flying will be blocked, including forecast scheduled flights, extra section flying, ongoing contract charter, confirmed charter flying, and training sessions, as well as all known Credits for other reasons such as leaves, vacations, statutory holidays, Association releases, etc.

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- .04 The ALPA SSC will construct and award as many Full BLOCKS as possible. Flying that cannot be built into full Blocks will be placed in Open Flying.
- .05 Full BLOCKS will be constructed to have a credit level of between seventy-five (75) and eighty-five (85) Credits. The Company shall specify the Block average in each Position, for each Bid Period. Blocks will be built within a five (5) credit window around the specified Block average of seventy-seven point five (77.5) credit minimum, to eighty-two point five (82.5) credit maximum. Occasionally Blocks with an average lower than seventy-seven point five (77.5) Credits will be considered acceptable when there is no higher credit average Blocks that can be built.
- .06 The Days that a Pilot is on vacation or on **LOA** for part of the Bid Period will be placed on the Pilot's Block prior to awarding any duty. His availability will be reduced by the Daily Standard Credit for each Day that he is on vacation or LOA in that Bid Period.
- .07 Pairings that are required for training purposes (i.e. line indoctrination) shall be **so** designated for bid by Line Training Captains and removed for bidding purposes from the First Officer bid package.
- .08 No Duty Cycle shall be scheduled to include more than six (6) consecutive Duty Periods without the Pilot's consent.
- .09 The total number of landings in a Duty Cycle plus the total number of duty hours in a Duty Cycle shall be known as fatigue units (FU's). The maximum number of FU's in a Duty Cycle will be one hundred (100).
- .10 A Reserve Block shall consist of reserve Pairings, training Days, Days Off and/or vacation Days as appropriate.
- .11 No Pilot shall be blocked to successive Reserve Duty Periods in excess of five (5). Any Pilot blocked for five (5) successive Reserve Duty Periods will have two (2) Days Off immediately prior to and following said five (5) Reserve Duty Periods.
- .12 Notwithstanding Section 8-3.01 (a), a Pilot may request reduced crew rest to a minimum of eleven (11) hours at home Base for Block construction purposes.
- .13 A Pilot may bid and will be awarded a minimum of two (2) guaranteed Days Off in conjunction with scheduled vacation periods. These guaranteed Days Off will take precedence over requests of Pilots more senior who do not have any vacation or statutory holidays in the Bid Period.

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**8-33 DAYS OFF**

- .01 **Day OFF** Any Calendar Day free of duty at home Base. The minimum number of Days Off in a Standard Month shall be twelve (12) Days Off for both full and Reserve Blockholder, except as provided for elsewhere in this Agreement.
- .02 When a Pilot is on vacation or LOA for part of a month, the minimum number of Days Off in the remainder of the month shall be twelve (12) Days Off times Days remaining in the Bid Period divided by the number of Days in the Bid Period.

**8-34 BLOCKING ERRORS**

- .01 Blocking errors and conflicts shall not result in the Pilot losing any of his awarded Credits, however he may be subject to Reassignment. Any issues that arise from blocking errors will be reviewed by the SSC Chairman in a effort to resolve them.
- .02 In ~~the~~ specific case of double blocking, the senior Pilot will be given the choice of operating the flight or being subject to Reassignment.

**8-35 TRAINING**

- .01 Scheduling rules for training shall be in accordance with Section 7.2 (TRAINING-SCHEDULING).

**8-36 REASSIGNMENT**

The Company will *make* every effort to preserve a Pilot's originally scheduled flights.

Reassignment provisions **are** intended to provide flexibility for the Company during irregular operations.

If a pilot is removed from part or all of a scheduled Pairing(s), the Pilot will be released or reassigned in accordance with the following:

- .01 The Pilot may be reassigned more than once per Duty Period.

**Note:**

A Pilot shall not **be** reassigned from a Duty Period to a Reserve Duty Period.

- .02 If the original Pairing consists of only a single Duty Period, the original Duty Period may be expanded by a maximum of two (2) hours.



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- .03 Unless originally scheduled for an overnight Pairing a Pilot will not be reassigned an overnight Pairing.
- .04 If the original Pairing consists of a multi Day Pairing, he may be reassigned in accordance with the following:
- a) While away from home Base, Duty Periods of the original Pairing may be expanded subject to Section 8-2 (LENGTH OF DUTY PERIOD). A minimum ten (10) hour Rest Period must be provided.
  - b) The exception to (a) above is that the check-in and/or check-out of the Trip Period may only be expanded by two (2) hours.

**Note:**

The Rest Periods of Section 8-3 must be complied with, however, at Crew Scheduling discretion, his Rest Period at home Base may be reduced to ten (10) hours if a hotel is provided.

- .05 In the event of a multi Day Pairing being changed or cancelled prior to departure and a Pilot remains at home Base, reassigned duty must **be** assigned prior to ~~the~~ originally scheduled local departure time of each Duty Period in accordance with Section 8-36.02 (REASSIGNMENT) or the Pilot will be released from all duty for that Duty Period.
- .06 A Pilot shall receive credit for the greater of the original or reassigned duty.
- .07 The Pilot will be returned to his originally scheduled Pairing as soon as possible.
- .08 Reassigned duty will not normally be scheduled if it interferes with the remainder of the Pilot's Block. If the reassigned duty interferes with another Duty Period, the Pilot shall receive credit for the greater of the sum of the original Duty Periods or the actual duty credit of the Reassignment.
- .09 If, as a result of a Reassignment, a Duty Period extends into a Day Off by more than two (2) hours, a Day Off in lieu will be granted in the Bid Period.
- .10 It is specifically agreed that no Reassignment shall occur that results in duty that exceeds the limitations as **set** forth in Section 8-1, 8-2 or 8-3 (HOURS OF SERVICE) or Section 8-32.09 (FU's).
- .11 When subject to Reassignment, a Pilot may, on a strictly voluntary basis, and provided all other Collective Agreement provisions have already been adhered to:

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- a) accept a Reassignment that exceeds the two (2) hour maximum limitation.
- b) accept a Reassignment to an overnight Pairing when not originally scheduled to an overnight.

**8-37 PAIRING DISPLACEMENTS**

- .01 A Pilot may be displaced from a Pairing or a portion of a Pairing and shall not be subject to any Reassignment.
- .02 A Pilot who has been displaced shall receive the credit for his originally awarded Pairing.
- .03 Notwithstanding .01 above, a Pilot who is displaced and reassigned for his own training shall receive credit for the greater of the awarded Pairing(s) lost or duties performed.
- .04 A Pilot who is displaced from a Pairing or portion of a Pairing by a Supervisory Pilot will be given a minimum of two (2) hours notice of such displacement and is not subject to Reassignment to other duty.

**8-38 DELAYED OPERATIONS**

- .01 A delayed operation shall include any extra duty incurred as a result of departure delays, enroute delays, additional or alternate landings required to complete the normal course of the awarded Pairing.
- .02 If, as a result of a delayed operation, a Pilot is unable to report for his next Duty Period, he will receive credit for all duty lost and the following procedures shall apply:
  - (a) Crew scheduling will return such Pilot to his Pairing as soon as he has completed the appropriate Rest Period, or
  - (b) **He** may be reassigned in accordance with Section 8-36 (REASSIGNMENT).
- .03 If, as a result of a delayed operation a Pilot's Duty Period extends into a minimum Day Off by more than two (2) hours, the provisions of Section 8-39 (DUTY INTO A DAY OFF) will apply.

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**8-39 DUTY INTO A DAY OFF**

- .01 A Pilot may be scheduled so that the end of the Duty Period extends into a Day Off by two (2) hours. If for any reason a Pilot's duty extends into a minimum Day Off (as per Section 8-33.01 DAYS OFF) by more than two (2) hours a Duty Period will be dropped from his Block within the current Bid Period.
- .02 Should the duty into a minimum Day Off occur such that the Pilot has only Days Off remaining in his Block, a Duty Period or a Reserve Duty Period shall be dropped from his Block within the next Bid Period.
- .03 If the duty into a Day Off results in a Pilot overnighiting away from his Base and Deadheading to his Base on a Day Off, Crew Scheduling shall return the Pilot to his Base over the most direct route with the least number of stops, after his crew rest. The Pilot shall receive all the applicable Credits for the additional Duty Period, in addition to having a Duty Period or a Reserve Duty Period removed from the current Bid Period, if required to guarantee minimum Days Off, or the next Bid Period, if required in accordance with .02 above.
- .04 In the application of .01, .02 and .03 above, the Pilot will **be** given preference to the Duty Period dropped subject to approval by the Crew Scheduler.
- .05 If the duty into a Day Off results in a Pilot overnighiting away from his Base and the Pilot subsequently is assigned to duty other than Deadheading to home Base, this shall be considered a WDO.

**8-40 WORK DAY OFF**

- .01 A Work Day Off (WDO) is the Pilot's voluntary acceptance to any duty on a Day Off (Section 8-39.03 notwithstanding).
- .02 In **no** case will the Company request that a Pilot exceed the WDO limits set out in 8-40.04 and .05 below.
- .03 In no case will the Company accept an offer from a Pilot to exceed the WDO limits set out in 8-40.04 and .05 below.
- .04 A Pilot will be permitted a maximum of two (2) WDO's per month.
- .05 Notwithstanding 8-40.04 a Pilot will **be** permitted a maximum of four (4) WDO's within a month provided

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- a) It is required to cover a WDO multi-day Pairing of two (2) duty periods or more.
  - b) The Pilot has worked **less** than two (2) WDO's in the month.
  - c) The maximum number of WDO's in two (2) consecutive months will not exceed four (4).
- .06 On a multi day pairing each duty period will constitute one (1) WDO. It is acknowledged that the maximum number of WDO's associated with a multi day pairing can not exceed four (4) as per Section 8-40.05.
- .07 When a Pilot is assigned a WDO, Crew Scheduling will indicate what duty constitutes the WDO including check-in and out times. This duty is subject to Reassignment in accordance with Section 8-36 (REASSIGNMENT).
- .08 Prior to any Pilot being offered a WDO, the Open Flying or uncovered flying will be offered to:
- a) Pilot's whose Pairings have been cancelled that are subject to Reassignment (Section 8-36).
  - b) All available Reserve Blockholders.
  - c) All available Supervisory Pilots
- .09 WDO's will **be** offered in the following order and subject to the restrictions in Section 8-40.08.
- (i) Reserve Blockholders in order to complete an assigned multi-day Pairing.
  - (ii) In order of Seniority and Status at the Base.
  - (iii) In order of Seniority on another Base, the Base determined by operational requirements.
- .10 A Pilot shall not be offered a WDO if:
- (a) **He** has previously worked a WDO in the Bid Period and there are other Pilots available (those on WDO List) who have not worked a WDO during the Bid Period.

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- (b) **He** has reached the limits set out in Section 8-40.04 and 05 above,
- (c) **He** has not received crew rest in accordance with Section 8-3.01 (REST PERIODS).
- (d) The acceptance of a WDO will reduce a Pilots minimum Days Off to **less** than ten (10) within one month, or twenty (20) Days Off within two (2) consecutive months under the provisions of Section 8-40.05 above
- (e) The acceptance of a WDO will reduce a Pilots minimum Days Off to less than ten (10) in a month where his Recurrent Training is scheduled outside the blocking window.
- (f) If the WDO would interfere with the Pilot's scheduled flying.

**Note:**

The conditions of (f) shall be waived if all other WDO provisions have been exhausted. A Blockholder who is not able to report for duty because of a reasons directly resulting from the application of a WDO, will receive full credit for the duty lost as a result of the WDO as well as the credit for the duty performed during the WDO.

- .11 The Company shall apply the WDO procedure as far in advance as possible.
- .12 Upon acceptance of a WDO, the assignment becomes part of the pilots Block for all purposes.
- .13 WDO Credits shall be accumulated as specified in Section 8-21 (WORK DAY OFF CREDITS )
- .14 The Company shall make available the record of all instances where Pilots accepted WDO's in the monthly Data Base.

**8-41 RESERVE**

- .01 The Reserve Duty Period shall not exceed fourteen (14) consecutive hours.
- .02 A Pilot on reserve shall be available to be assigned duty during the Reserve Duty Period. The assigned Duty Period will commence within the Reserve Duty Period and may be scheduled to end up to eight (8) hours beyond the end of the Reserve Duty Period.

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- .03 A Pilot on reserve is responsible to ensure that he is available for call out by Crew Scheduling at any time during his Reserve Duty Period. Crew Scheduling shall attempt to make contact at least twice. The elapsed time between the first and last call will be fifteen **(15)** minutes, before calling the next reserve Pilot. Should he leave his place of residence, he shall advise Crew Scheduling where he can be reached. A pager is considered to be an acceptable method of communication.
- .04 Crew Scheduling shall not interrupt a Pilots stand down time or Rest Period, as applicable, in order to assign him duty. However, Crew Scheduling may contact a Pilot up to one **(1)** hour prior to check-in to advise him of a delayed or cancelled departure. If Cancelled the Pilot may **be** returned to Reserve for the balance of his reserve duty period.
- .05 A Pilot on Reserve shall be given not **less** than two **(2)** hours notice to report for duty. This provision shall in no way deter a Pilot from reporting for duty in **less** than two (2) hours if the flight is scheduled to depart sooner, and he is able to report sooner. By the same token, no Pilot shall be subject to discipline if he is not able to report in **less** than two (2) hours from receipt of notice.
- .06 Crew Scheduling shall ensure, by 2000 local Time each Day, that crews have been assigned to all known duty commencing the next Day. A reserve Pilot who is on Days Off may call Crew Scheduling after 2000 local Time on the Day prior to resuming duty to check on his assignment Status. To insure compliance with the above the following reserve call-out protocol will apply:
- a) Pilots scheduled for Reserve on the following Day may call Crew Scheduling at any time during the Day, up to 19:00 local Time to advise of their preferences for **the** following Day.
  - b) Pilots may call Crew Scheduling after 20:00 local Time to confirm their assignments for the following Day. If they do not call back to receive their Pairing assignments, then they will be phoned by Crew Scheduling not less than two (2) hours prior to check-in.
  - c) Pilots will be considered to be “passing” on all flying assignments if no preference has been received by Crew Scheduling by 19:00 **local** time each Day.
  - d) Pilots may submit a “standing bid” indicating preference to be called last. In addition to passing on the known flying, this practice will help the Pilot avoid the 03:00 phone calls as this list of standing bids will be referred to

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when unknown flying comes up after 20:00 local time. No other information will be listed on these standing bids.

- e) Between the hours of 19:00 and 20:00 local time, Crew Scheduling will assign names to the known flying in order of seniority and in accordance with the preferences they received during the Day.
- f) If a Pairing is left uncovered, Crew Scheduling will assign this Pairing to the most junior of the “call last” Pilots, not **less** than two (2) hours prior to check-in. If two (2) Pairings are left uncovered, the senior of the junior two (2) “call last” Pilots will be called not **less** than two (2) hours prior to the earlier check-in and asked to choose which Pairing he would prefer. The remaining Pairing will then be assigned to the less senior of these Pilots and he will be advised of this assignment two (2) hours prior to check-in. This rationale will be followed for three (3) or more uncovered Pairings.
- g) It is agreed that Crew Scheduling will not phone Pilots during their (Pilots) period of crew rest except in a situation similar to the following scenario:

*Captain Palumbo checks out at 18:00 at his home Base. He speaks with Crew Scheduling and leaves his preference **for** Pairing no. 1140 which has a check-in time of 06:00, the time at which he is legal. By 20:00 Crew Scheduling assigns his (Pilot's) name to Pairing, **no.** 1140. If the Pilot does not call back **after** 20:00 to confirm his status, Crew Scheduling will call Captain Palumbo two (2) hours prior to his check-in time, 04:00. **Only** because Captain Palumbo specifically requested a Pairing with this check-in time was Crew Scheduling able to phone him within his twelve (12) hours of home-Base crew rest.*

- h) Any new flying that becomes available after the assignments have been completed for the next Day will be available to any unassigned Reserve Pilot that calls Crew Scheduling after 20:00 local time.
- .07 When a Pilot on reserve is assigned duty, he shall be so advised immediately, and shall normally be released from standing reserve twelve (12) hours prior to the commencement of the assigned duty.
- .0X A Captain on reserve will not be assigned to First Officers duties until:
- a) **All** eligible Reserve First Officers have been assigned.

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- b) All available (those on WDO List) First Officers on the Base have been offered a WDO to cover the unassigned flying.
- .09 A Pilot on reserve shall not be assigned duty in excess of the limitations as defined in section 8-1, -2, -3 (HOURS OF SERVICE) or Section 8-32.09 (FU's).
- .10 A Pilot on reserve will not exceed eighty five (85) scheduled Credits per month (excluding NBG, WDO, Training outside the blocking window and Reassignment on a multi-day pairing).
- .11 A Reserve Pilot assigned a single day pairing may be assigned additional duty or released from Reserve Duty. The provisions of Section 8-36(REASSIGNMENT) are not applicable.
- .12 Scheduled Credits earned from additional duty (single day pairing) will not be considered as Reassignment and will be included in the maximum eighty five (85) scheduled Credits per month.
- .13 A Reserve Pilot on a single day pairing will not be assigned additional duty that results in an overnight without his consent.
- .14 A Reserve Pilot assigned to a multi-day pairing will be subject to Reassignment in accordance with Section 8-36 (REASSIGNMENTS).
- .15 A Reserve Pilot who was assigned a multi day Pairing and then Displaced by a Pilot returning to his Pairing from sick leave, as per Section 8-44 (SICK LEAVE BOOK-ON) will be subject to the following:
  - a) Reassigned in accordance with 8-36.04 (REASSIGNMENT) if the reassigned duty is a multi day pairing.
  - b) Reassigned in accordance with 8-36.02 (REASSIGNMENT) if the reassigned duty does not result in an overnight.
  - c) Released from duty and returned to reserve only after completing the appropriate Rest Period
  - d) The pilot will receive credit for the greater of the original or reassigned duty in a) and b) above.
  - e) If the pilot is returned to reserve he will receive credit for only the duty period he was Displaced from.
- .16 A Reserve Pilot released from duty will be returned to reserve only after completing the appropriate Rest Period (12 hours) at Home Base.



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- .17 A Pilot on reserve who has completed his duty or reports for a flight that subsequently does not operate, may advise Crew Scheduling that he will be available to continue his Reserve Duty. If the Company accepts this offer the pilot shall receive pay Credits in accordance with Section 8-12 (RESERVE ENHANCED MINIMUM GUARANTEE). The Pilot will be subject to normal call out provisions.
- .18 If two reserve Pilots in the same Position are assigned to the same Reserve Duty Period, the senior Pilot shall have the right of first refusal for any duty that falls within this Reserve Duty Period.

**8-42 BLOCK EXPANSION**

- 01 Block Expansion is the accrual of Credits above the Pilot's monthly scheduled Block due to NBG and Reassignment.
- .02 All Credits due to Block Expansion in excess of eighty five (85) will be accrued at one point five (1.5) the Credit value.
- .03 It shall be the responsibility of Crew Scheduling to ensure that Credits that a Pilot accrues throughout the month are tracked and recorded on a daily basis. This is an absolutely mandatory function.

**8-43 OPEN FLYING**

- .01 The Company shall maintain a system that lists all known Open Flying available for Reserve Blockholder(s).
- .02 A Reserve Blockholder who wishes to be assigned specific duty from Open Flying will advise Crew Scheduling by 1600 hours local the Day prior.
- .03 Open Flying will be covered in the following order:
- i) Pilots whose Pairings have been cancelled that **are** subject to Reassignment in accordance with Section 8-36 (REASSIGNMENTS).
  - ii) Reserve Pilots.
  - iii) Supervisory Pilots
  - iv) WDO's under **the** provisions of Section 8-40 (WORK DAY OFF).

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**8-44 SICK LEAVE BOOK-ON**

When a Pilot advises crew scheduling that he is returning to duty from sick leave, the following will apply:

- .01 The Pilot will assume his Pairing if crew scheduling has been notified prior to 1600 hours local the Day before his Pairing originates.
- .02 Any time after 1600 hours local in .01 above:
  - a) The Pilot will be returned to his Pairing when it cycles through his home Base.
  - b) In the case where the Pilot's Pairing does not cycle through home Base Crew Scheduling will attempt to return the Pilot to his originally scheduled Pairing.
  - c) Crew scheduling may assign the Pilot to a Reserve Duty Period as long as such duty does not prevent the Pilot from returning to his Pairing.
  - d) On a single Day Pairing or the last Day of a multi-Day Pairing, a Pilot can only be assigned a reserve duty in which any assigned duty must finish no later than his originally scheduled Pairing or 1700 local, which ever is later.
- .03 By mutual agreement between the Pilot and crew scheduling the Pilot may remain on reserve when his Pairing cycles through home Base.

**8-45 RETURN TO DUTY**

When a Pilot is ready to resume flight duty too late to allow him to bid for the next Bid Period, he will be assigned a Reserve Block.

**8-46 PAIRING TRADES**

- .01 **All** requests for scheduling trades or exchanges shall be made in writing and signed by all Pilots involved, Pairing trades or exchanges will only be permitted between Pilots in the same Position. Subject to crew scheduling approval, these trades or changes will be made in the following manner:

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- (a) Pilots in the same Position may trade Pairings for Pairings or Reserve Duty Periods for other Reserve Duty Period
  - (b) A Blockholder may request trades with Pairings available as “Open Flying”.
  - (c) A reserve Pilot may request that a Reserve Day be moved to another open Day in his Block.
- .02 Once a Pairing is exchanged it becomes part of the Pilot’s Block, except for pay and credit time limitation purposes. Pilots are credited and paid as per their original awarded Pairing, however each Pilot will be paid Per Diem expenses according to actual duty performed

**Note:**

No interference with either Pilot’s Block or availability may be caused in (a), (b), or (c) above. i.e. monthly maximum credit levels, the FU limits and/or the minimum Rest Periods cannot be compromised.

**8-47 BIDDING PROCEDURES**

- .01 The Bid Package will be published and deposited in the Pilot mailboxes or a designated area in each Pilot Base crew room no later than noon on the tenth (10<sup>th</sup>) of each month, preceding each Bid Period.
- .02 The bid closing date shall be not later than 08:00 hours local on the sixteenth (16<sup>th</sup>) Day of the appropriate month.
- .03 Awarded Blocks will be deposited in a designated area at each Pilot Base crew room or the Pilot mailboxes no later than noon on the twenty-fifth (25<sup>th</sup>) Day of the appropriate month.
- .04 The bid package shall contain not less than the following:
- (a) An information package
  - (b) Two (2) standard bid sheets, of a design mutually agreed upon between the Company and the Association.
  - (c) The Pairing listings
- .05 The information package shall contain not less than the following:

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- (a) The dates of the closing and issue of the awarded Blocks.
  - (b) The names and seniority numbers of Pilots who require line indoctrination, training or check flight(s) and appropriate Credits for the month.
  - (c) The names and seniority numbers of Pilots on vacation and Leaves of Absence.
  - (d) The names of the Pilots whose previous Block caused an overlap into the next Bid Period, the overlap credit, Day of end of duty, and the time of end of duty.
  - (e) On a Position by Position basis whether Recurrent Training will be blocked either inside or outside ~~the~~ blocking window.
  - (f) A list of all Pilots by Status at the Base eligible to bid, along with their seniority number.
  - (g) A Pairing calendar.
  - (h) **Name** and phone number of all transportation companies and hotels.
  - (i) The estimated number of flying Blockholders and Reserve Blockholder based on the monthly blocking average.
- .06** The Pairing listings shall contain not **less** than the following information:
- (a) Pairing number.
  - (b) Pairing frequency showing ~~the~~ Day of ~~the~~ month and the effective dates the Pairing operates.
  - (c) Flight number.
  - (d) Local departure time at each station.
  - (e) Local arrival time at each station.
  - (f) Flight Time for each leg.
  - (g) Local time at which duty ends.

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- (h) Total duty time.
  - (i) Pairing total Flight Time,
  - (j) The number of FU's for each Pairing.
  - (k) Credit guarantees.
  - (l) Layover elapsed time.
  - (m) Name ~~or~~ identifier ~~of~~ hotel, where possible.
  - (n) Scheduled hotel pick-up time, where possible.
  - (o) Destination meals and expenses.
  - (p) On-Board meals.
  - (q) If Deadheading, the Deadheading flight number(s), local departure time(s), arrival time(s), elapsed time(s) and credit time(s).
- .07 If a Pilot does not submit a bid, the SSC will revert to a Preferential Route Bid (PRB), that all Pilots are encouraged to submit. The PRB shall indicate the type of flying, Days Off preferred and other personal preferences. This form will be of a format approved by the SSC and will be kept of file. A Pilot may update his PRB at any time.
- .08 If a Pilot does not submit a bid and he does not have a PRB on file, the SSC will **use** their best judgement in awarding flying consistent with his previous months bid. However, if the Pilot consistently fails to bid, his flying will be assigned from the remaining Pairings.
- .09 No bids shall be accepted after **the** closing date and time unless extenuating circumstances dictate and only with the approval of the SSC.
- .10 Telephone bids will not be accepted, unless the Pilot is on vacation or Leave of Absence when the bids are due.
- .11 A Pilot who is absent from his home Base or on sick leave may arrange to have another Pilot submit a bid on his behalf. The name and telephone number of the Pilot submitting the bid must be indicated on the bid sheet in the event that the SSC may wish to contact him with respect to the bid.

**SECTION 8**  
**HOURS OF SERVICE, CREDITS AND SCHEDULING RULES**

**8-48 TAXI CREDITS**

- .01 In reference to Section 8-11 (TRIP PERIODS) the following will define the credit levels to be used when a Pilot is required to taxi an aircraft for a purpose other than flight. The values listed below will be built into a Pilot's Block when known in advance. In ~~the~~ event a Pilot is required to taxi an aircraft and it is not shown in his Pairing he will accrue the following Flight Credits towards his daily total.
- |    |  |                 |
|----|--|-----------------|
| 1) | Taxi between Company Hangar and Terminal<br>and Gate to Gate YYZ | .4 (24 minutes) |
| 2) | Taxi between Company Hangar and Terminal YYC                     | .3 (18 minutes) |
| 3) | Taxi between Hangar and terminal at all other locations          | .2 (12 minutes) |
| 4) | All maintenance functions.                                       | .5 (30 minutes) |
- .02 If a Pilot is required to taxi an aircraft for repositioning between gates, 3) above will apply. These values above are not subject to NBG. It is agreed that if ACR opens a new Base taxi Credits will be assigned to this Base by mutual agreement between the Company and the Association.

**8-49 PILOT BLOCKBUILDER CREDITS AND SCHEDULING**

- .01 The Association and the Company shall form a System Scheduling Committee (SSC) to monitor the application of the scheduling rules and building of Blocks. The Pilot blockbuilders and the System Scheduling Committee Chairman shall be scheduled on their monthly Blocks for said planned duties. The Association will be responsible to determine the composition of the Pilot members on the SSC.
- .02 The daily expenses of the Pilot members of the SSC shall be borne by the Association. The Company will provide positive space transportation on ACR for all designated SSC members when requested and required for Company Business.
- .03 Pilot blockbuilders shall be scheduled on their monthly Blocks for Block building duties. Each Pilot blockbuilder will receive one (1) credit for every eight (8) Pilots or portion thereof on their monthly schedule with a minimum credit level per blockbuilder being four point five (4.5) Credits. The maximum number of scheduling Days that a Pilot blockbuilder will have placed on his Block will be the number of entitled Credits divided by four point five (4.5) and rounded up to the next whole number. No greater than one (1) blockbuilder per Position for each

**SECTION 8**  
**HOURS OF SERVICE. CREDITS AND SCHEDULING RULES**

type will be permitted. The following are examples of calculating blockbuilder scheduled Block building Days:

- a) With sixty-four **(64)** Pilots in YYJ the applicable blockbuilder would bid eight **(8)** scheduling Credits with a maximum of two (2) Days.
- b) With three hundred **(300)** Pilots in YYZ the applicable blockbuilder would bid thirty seven point five **(37.5)** scheduling Credits with a maximum of nine **(9)** Days.

In addition to the aforementioned Credits the System Scheduling Committee Chairman will receive an additional four point five **(4.5)** Credits per month.

**SECTION 9**  
**SUPERVISORY/MANAGEMENT PILOT FLYING**

**9-1 GENERAL**

- .01 Supervisory Pilots shall be bound by the terms and conditions of the Collective Agreement unless otherwise specified herein.
- .02 For the purposes of this section, Management Pilots will be the following:

**Vice President, Flight Operations**  
**Director, Flight Operations**  
**Director, Flight Standards**  
**Chief Pilots**  
**Manager, Flight Safety**  
**Flight Operations Managers**

- .03 For the purposes of this section, Supervisory Pilots shall be Check "A" Pilots, Training Captains or Flight Ops/Standards Supervisors.
- .04 The restrictions provided hereunder will not apply when a Supervisory Pilot/Management Pilot is performing a maintenance test on an aircraft or when he is carried as an additional crewmember for the purpose of performing a proficiency check.
- .05 When acting as a part of an operating crew, Supervisory/Management Pilots shall be limited to, and restricted by, all duty limitations provided under the provisions of Section 8 (HOURS OF SERVICE).
- .06 Nothing in this Agreement shall restrict the Company's right to transfer employees to non-flying or supervisory/management duties with their concurrence, or the right to withdraw employees from non-flying or supervisory/management duties. Line Pilots may be transferred to Supervisory Pilot duties on a monthly basis to conduct training, but shall not evaluate a Pilot during an IFT or PPC.

**Note:**

A line Pilot cannot exercise Company Check "A" Pilot authority

- .07 Supervisory/Management Pilots returning to line flying shall do so in accordance with Section 5-8 (RETURN TO SERVICE).



## **SECTION 9**

### **SUPERVISORY/MANAGEMENT PILOT FLYING**

#### **9-2 DISPLACEMENT**

A Pilot may be displaced from any flight by a Supervisory/Management Pilot, however a Pilot has the right to refuse such displacement. Such displacements will only occur at the beginning or end of a Duty Period. Crew Scheduling will endeavour to provide notice of the planned displacement the evening prior. If the Displaced Pilot is on a multi-Day Pairing, he will be advised of the displacement prior to leaving the overnight hotel. A Displaced Pilot shall be credited for pay and Flight Time limitation purposes for the flight as if it had been flown according to schedule or assigned duty in the case of a reserve Pilot, and shall not be subject to Reassignment.

#### **9-3 FLYING ALLOTMENT**

- .01 A Supervisory/Management Pilot shall be limited to forty-five **(45)** credit hours per Standard Month as an operating crewmember, excluding circumstances for which he displaces as per Section 9-2 (DISPLACEMENT)
- .02 Supervisory/Management Pilots may operate a flight, which would otherwise be cancelled due to the fact that there is no regular line Pilot available; however, **the** limitations of 9-3.01 above still apply.

#### **9-4 SENIORITY**

A Supervisory/Management Pilot shall retain and accrue seniority, provided such Pilot maintains at all times an Airline Transport Pilot License or other licenses and/or qualifications required for his Status. If the Supervisory/Management Pilot allows these licenses to lapse, he shall have a period not to exceed one (1) Year in which to regain such licenses. If he does not regain such licenses within one (1) Year, he will cease to accrue seniority from that date. His seniority accrual shall recommence from the date his licenses are regained.

#### **9-5 SICK OR INJURED**

A Supervisory/Management Pilot who becomes sick or injured while on non-flying or supervisory duty shall retain his seniority during such period of sickness or injury, regardless of whether or not he is able to maintain his Airline Transport License and/or other licenses, until he is able to return to flying duty.

**SECTION 9**  
**SUPERVISORY/MANAGEMENT PILOT FLYING**

**9-6 STATUTORY HOLIDAYS**

Notwithstanding Section 15-1.06 Supervisory Pilots will accrue and be awarded two (2) additional Weeks of vacation per vacation Year.

**9-7 SICK BANK**

Notwithstanding Section 18-2.01 (SICK LEAVE ENTITLEMENT) all Supervisory Pilots will be allotted thirty (30) Days of sick leave per Year to a maximum of sixty (60) Days. Upon return to service all unused sick Days will be converted to Credits at a rate of two point eight three (2.83) Credits per Day to a maximum banked value of one hundred sixty-eight (168) Credits.

**9-8 HOURS OF SERVICE**

When not acting as part of an operating crew, the hours of service and scheduling rules shall be determined by the Company.

## **SECTION 10**

### **PAY**

#### **10-1 GENERAL**

- .01 Daily Standard Credit is the monthly maximum scheduled credit level (e.g. 85 Credits) divided by thirty (30)=(2.83 Credits).
- .02 Daily Standard Pay is calculated by multiplying the Daily Standard Credit by the Pilot's applicable hourly rate.
- .03 On the tenth (10<sup>th</sup>) of the month the Company will include with a Pilot's pay cheque, a monthly statement of earnings and deductions and a detailed Pilot time record which will include the following:
- (a) Leg by leg Flight Time summary including on/off times for the month
  - (b) Daily meal money credit.
  - (c) Total monthly credit.
- .04 Pilots will be paid as follows:
- (a) On the twenty-fifth (25<sup>th</sup>) of the month:  
Fifty percent (50%) of the Pilot's minimum guarantee or monthly salary.
  - (b) On the tenth (10<sup>th</sup>) of the month:  
The total balance, including meal allowance and other expenses, owing from the previous month.

If the dates above fall on a holiday or a Day when the banks are closed, the Pilots shall be paid one full banking Day preceding the regular pay Day.

- .05 Any pay discrepancies under one hundred (100) dollars will be paid on the next regular pay. Any discrepancies over one hundred (100) dollars will have a separate cheque issued within three (3) business Days.

#### **10-2 HOURLY PAY**

- .01 Actual pay is calculated by multiplying the Credits (as per SECTION 8-10.05 CREDITS) the Pilot earns in the month by the hourly rate applicable to his Status.
- .02 A Pilot employed for a full month shall receive a minimum guarantee of seventy-five (75.0) Credits. The minimum guarantee shall be reduced by two point five (2.5) Credits for each Calendar Day that the Pilot did not work because he was on

## **SECTION 10**

### **PAY**

Leave of Absence without pay, laid off, was suspended, was terminated or had resigned.

- .03 The rates of pay listed in Table 1 are in effect from date of ratification.
- .04 Company designated Line Training Captain who performs LC's, Line Indoctrination or Ground Training shall receive a daily premium of fifty dollars (\$50.00).

### **10-3 CHANGE IN INCREMENTS**

- .01 All Pilots shall advance to ~~the~~ next stage of their Yearly incremental pay on the anniversary of his Date of Employment. This date shall be adjusted to reflect deductions for LOA/Layoff time for which tenure for pay purposes did not accrue.

### **10-4 CHANGE OF EQUIPMENT ASSIGNMENT**

- .01 The pay transition date for Pilots who have been awarded a Status upgrade shall be the Effective Date of the assignment or the date the Pilot completes his Pilot line check (LC) for the awarded assignment, whichever is sooner.
- .02 The pay transition date for Pilots who have been assigned a Status reduction shall be the Effective Date of the assignment or the date the Pilot completes his Pilot line check (LC) for the awarded assignment, whichever is later.
- .03 For a month in which a pay transition occurs a Pilot shall be paid Credits prior to the transition date the pay rate of the Pilot's old Status assignment and after the transition date the pay rate of the Pilot's new Status assignment.
- .04 For a month in which a pay transition occurs, a Pilot on monthly salary, shall receive Daily Standard Pay Credits for the entire month. Prior to the transition date, the Daily Standard Pay rate shall be that of the Pilot's old Status assignment and after the transition date it shall be that of the Pilot's new Status assignment.

### **10-5 FAILURE TO QUALIFY**

If a Pilot fails to qualify for his awarded Equipment or Status, he shall remain on, or revert to, Daily Standard Pay as determined in SECTION 10-4 above while his situation is being reviewed.

## **SECTION 10**

### **PAY**

#### **10-6 BYPASS**

- .01 Prior to the Effective Date of a Vacancy, a Pilot awarded such Vacancy may be entitled to bypass pay in accordance with Section 5-2.07 (VACANCY BIDDING).
- .02 A Pilot who is entitled to bypass pay will be paid the greater of the following:
  - (a) His actual pay for Credits accrued or salary for his operating Status or,
  - (b) The Daily Standard Pay for his current Status or,
  - (c) The Daily Standard Pay for his awarded Status where he Qualified in place of the junior Pilot, except in the case of voluntary bypass as provided for in Section 5-2.07 (VACANCY BIDDING) and Section 5-5.11 (POSITION REDUCTION(S) AND DISPLACEMENT(S)).

#### **10-7 QUALIFICATION EXPIRED**

- .01 A Pilot returning from STD/LTD, or layoff and whose qualifications have expired will be paid, while he is in training, the Daily Standard Pay for the Equipment Assignment to which he is assigned.
- .02 A Pilot returning from a voluntary Leave of Absence will be paid, while he is in training, the Daily Standard Pay for the Equipment from which he left.

#### **10-8 VACATION**

- .01 For each Week of paid vacation entitlement, a Pilot shall receive seven (7) times the Daily Standard Pay (Section 2-2 DEFINITIONS) or two (2%) percent of the previous Years earnings to a maximum of six percent (6%), whichever is greater.
- .02 To reconcile the two (2%) percent per week to a maximum of six (6%) percent, the entitlement shall be calculated and paid as the vacation weeks are taken.

#### **10-9 LAYOFF**

- .01 If a Pilot is furloughed or leaves the service of the Company, he shall be paid for all vacation earned and/or accrued under 10-8 (VACATION).

## **SECTION 10**

### **PAY**

#### **Note:**

Earned vacation is defined as vacation time accumulated during the previous calendar Year but not taken in accordance with vacation scheduled. Accrued vacation is defined as vacation time being accumulated each month during the current calendar Year.

### **10-10 RECALL**

- .01 If the Company cancels a binding recall, the Pilot shall receive ninety (90) Days pay at the Daily Standard Pay for the Status to which he was recalled.
- .02 If the Company lays off a Pilot within ninety (90) Days after the actual reporting date, the Pilot shall receive a minimum of ninety (90) Days pay, starting with his reporting date at the Daily Standard Pay for his current Status.

## **SECTION 10**

### **PAY**

**Table 1**

#### **Hourly Rates of Pay**

Status Pay for Years of Service							
Captains							
Years of Service	6/1/2003	8/1/2003	7/1/2004	7/1/2005	7/1/2006	7/1/2007	7/1/2008
1	\$65.01	<b>\$66.81</b>	\$68.62	\$69.70	\$70.79	\$71.87	\$72.95
2	\$66.92	\$68.77	\$70.63	\$71.75	\$72.86	\$73.98	\$75.09
3	\$68.59	\$70.49	\$72.40	\$73.54	\$74.69	\$75.83	\$76.97
4	\$70.30	\$72.25	\$74.20	\$75.38	\$76.55	\$77.72	\$78.89
5	\$72.05	\$74.06	\$76.06	\$77.26	\$78.46	\$79.66	\$80.86
6	\$73.86	\$75.91	\$77.97	\$79.20	\$80.43	\$81.66	\$82.89
7	\$75.71	\$77.81	\$79.91	\$81.18	\$82.44	\$83.70	\$84.96
8	\$77.60	\$79.75	\$81.91	\$83.20	\$84.50	\$85.79	\$87.08
9	\$79.54	\$81.75	\$83.96	\$85.29	\$86.61	\$87.94	\$89.26
10	\$81.53	\$83.80	\$86.06	\$87.42	\$88.78	\$90.14	\$91.50
11	\$83.57	\$85.89	\$88.21	\$89.60	\$90.99	\$92.39	\$93.78
12	\$85.65	\$88.03	\$90.41	\$91.84	\$93.27	\$94.69	\$96.12
13	\$87.80	\$90.23	\$92.67	\$94.14	\$95.60	\$97.06	\$98.53
14	\$89.99	\$92.49	\$94.99	\$96.49	\$97.99	\$99.49	<b>\$100.99</b>
15	\$92.24	\$94.80	\$97.37	\$98.90	\$100.44	\$101.98	\$103.51
16						\$104.53	\$106.10
First Officer							
Years of Service	6/1/2003	8/1/2003	7/1/2004	7/1/2005	7/1/2006	7/1/2007	7/1/2008
1	<b>\$32,400.00*</b>	<b>\$33,300.00*</b>	<b>\$34,200.00*</b>	<b>\$34,740.00*</b>	\$35,280.00*	<b>\$35,820.00*</b>	<b>\$36,360.00*</b>
2	<b>\$37,800.00*</b>	<b>\$38,850.00*</b>	<b>\$39,900.00*</b>	<b>\$40,530.00*</b>	<b>\$41,160.00*</b>	<b>\$41,790.00*</b>	\$42,420.00*
3	\$44.58	\$45.82	\$47.05	\$47.80	\$48.54	\$49.28	<b>\$50.03</b>
4	\$45.69	\$46.96	\$48.23	\$48.99	\$49.75	\$50.52	\$51.28
5	\$46.84	\$48.14	\$49.44	\$50.22	\$51.00	\$51.78	\$52.56
6	\$48.01	\$49.34	\$50.67	\$51.47	\$52.27	\$53.07	\$53.87
7	\$49.21	\$50.58	\$51.95	\$52.77	\$53.59	\$54.41	\$55.23
8	\$50.44	\$51.84	\$53.24	\$54.08	\$54.92	\$55.76	\$56.60
9	\$51.70	\$53.13	\$54.57	\$55.43	\$56.29	\$57.15	\$58.01
10	\$52.99	\$54.46	\$55.94	\$56.82	\$57.70	\$58.59	\$59.47
11	\$54.32	\$55.82	\$57.33	\$58.24	\$59.14	\$60.05	\$60.95
12	\$55.67	\$57.22	\$58.77	\$59.69	\$60.62	\$61.55	\$62.48
13	\$57.07	\$58.65	\$60.24	\$61.19	\$62.14	\$63.09	\$64.04
14	\$58.49	\$60.12	\$61.74	\$62.72	\$63.69	\$64.67	\$65.64

\*Based on a maximum of 85 Credits per month.

#### **Red-circled Pilots pay rates:**

All current red-circled pilots pay rates will be modified as follows, if applicable:

06/01/03	-10%	
08/01/03	-7.5%	
07/01/04	-5.0%	
07/01/05	-3.5%	
07/01/06	-2.0%	Of Current
07/01/07	-0.5%	
07/01/08	1.0%	

**SECTION 11**  
**ACCOMMODATION**

**11-1 CREW REST FACILITIES**

- .01 A Pilot away from home Base while on flight duty, Deadheading, training, or other authorized Company business, will be provided with single room accommodation at Company expense in accordance with the provisions of this Section, and shall be paid a laundry and dry cleaning allowance of twenty (20) dollars for Pairings which exceed a Trip Period of ninety six (96) hours.
- .02 The Company shall provide adequate crew room facilities, and consult with the Meals and Accommodations Committee (MAC) on issues related to crew room facilities at all ACR Bases.
- .03 When establishing hotel accommodation at new layover points or changing existing accommodation, the Company shall consult with the Meals and Accommodations Committee (MAC).
- .04 Accommodation will be provided at a designated Long Lay-over Hotel when the scheduled Rest Period is in excess of twelve (12) hours provided that it does not increase the cost to the Company. Long Lay over hotels will be determined by mutual agreement between the Company and the MAC.

**Note:**

If due to operational delays, the Rest Period is reduced to less than twelve (12) hours the Pilot may be required to layover at an Airport Hotel.

- .05 For scheduled breaks away from a Pilots Base, exceeding five (5) hours from ramp arrival to scheduled departure that occur in the same Duty Period, individual day rooms within reasonable proximity to the airport will be provided where available.
- .06 When any significant substantiated deterioration of accommodation is reported in writing by the MAC, the Company shall, within seven (7) Days, investigate the situation and take appropriate action.
- .07 A hotel gratuity allowance of \$2.55 per layover will be paid to each Pilot commencing the first Day of the month following ratification. Effective July 01, 2003 \$2.61 per layover and effective July 01, 2004 \$2.68 per layover.



## **SECTION 12**

### **MEALS**

#### **12-1 MEAL ALLOWANCE GENERAL**

- .01 All ACR Pilots on flight duty, Deadheading or any other authorized Company business, will be paid **the** following meal allowances, subject to the provisions of this Section. Where expenses are incurred in the United States of America allowances shall be paid in U.S. dollars.
- .02 Meal allowances shall be in effect in accordance with TABLE 1 below. The rates are GST inclusive.

**TABLE 1**

	<u>January 01, 2002</u>		<u>July 01, 2003</u>		<u>July 01, 2004</u>	
	<u>Cdn \$</u>	<u>US \$</u>	<u>Cdn \$</u>	<u>US \$</u>	<u>Cdn \$</u>	<u>US \$</u>
Breakfast	\$11.44	\$11.44	\$11.73	\$11.73	\$12.02	\$12.02
Lunch	\$15.09	\$15.09	\$15.47	\$15.47	\$15.85	\$15.85
Dinner	\$23.93	\$23.93	\$24.53	\$24.53	\$25.14	\$25.14
Snack	\$3.64	\$3.64	\$3.73	\$3.73	\$3.82	\$3.82
Total	\$54.10	\$54.10	\$55.45	\$55.45	\$56.84	\$56.84

**Note:**

The above allowances shall apply to all stations except those locations where increased rates have been determined by mutual agreement.

- .03 Pilots will be reimbursed meal allowances in accordance with Section 10-1.04b (PAY).
- .04 In **the** application of meal allowances in Section 12-2 and 12-3, actual checkout times will determine the appropriate meal allowance, however in no case will **an** early checkout reduce the published meal allowances. If a Pilot books off sick after the commencement of his Pairing, his published meal allowance will be reduced to reflect when he was released from duty.
- .05 Pilots removed from a Pairing due to a Pilot returning to his Block from sick leave will be entitled to the applicable meal allowances based on the revised start/finish time.

#### **12-2 SINGLE DAY PAIRINGS**

- .01 Pilots on duty for a single Day Pairing (or any other duty where the Pilot's check-in and check-out for the Duty Period **are** at home Base), will receive the appropriate meal allowance (refer TABLE 1) in accordance with the following schedule:

**SECTION 12**  
**MEALS**

<u>Length of the Duty Period</u>	<u>Meals</u>
i) 4 to 6:59 hours:	1 full meal
ii) 7 to 09:59 hours:	1 full meal and 1 snack
iii) 10 hours or greater:	2 full meals

**Note:**

To determine which meal allowances will be paid, the following will apply:

In the application of i) and ii) above, when the check-out time at home Base is prior to 16:00(L) then the Lunch allowance will be paid. When the check-out time at home Base is 16:00(L) or later then the Dinner allowance will be paid. In the application of iii) above one (1) Lunch and one (1) Dinner allowance will be paid.

**12-3 MULTI-DAY PAIRINGS**

- .01 Pilots on duty for multi-Day Pairings, (or any other duty where the Rest Period is not at home Base) will receive the appropriate meal allowance (refer TABLE 1) in accordance with the following.

**FIRST DAY**

<u>CHECK-IN TIME AT HOME BASE</u>	<u>ALLOWANCE PAID (refer TABLE 1)</u>
Prior to 16:00(L)	Lunch, Dinner, Snack
16:00(L) or later	Dinner, Snack

**MIDDLE DAY(S)**

ALLOWANCE PAID (refer TABLE 1)

Breakfast, Lunch, Dinner, Snack

**LAST DAY**

<u>CHECK-OUT TIME AT HOME BASE</u>	<u>ALLOWANCE PAID (refer TABLE 1)</u>
Prior to 10:00(L)	Breakfast
10:00(L) to 15:59(L)	Breakfast, Lunch
16:00(L) to 22:00(L)	Breakfast, Lunch, Dinner
after 22:00	Breakfast, Lunch, Dinner, Snack

## **SECTION 12**

### **MEALS**

#### **12-4 INFLIGHT**

- .01 For every four (4) hours of duty, where a Pilot does not have an opportunity to purchase a meal, the company will provide a snack. The composition of the snack shall be no less than that which is boarded for passengers. Forty-five (45) minutes will be considered the minimum break necessary to purchase a meal.

#### **12-5 US FUNDS ALLOCATION**

**Note:**

All references to time below will be in local time.

- .01 On the first Day of a multi-Day Pairing originating in Canada and terminating in the U.S., the first U.S. scheduled arrival time (local) will determine the U.S. meal allowance as follows:
- a) Arrival between 0200 and 1259 (inclusive): lunch, dinner, snack, tip;
  - b) Arrival between 1300 and 2159 (inclusive): dinner, snack, tip;
  - c) Arrival between 2200 and 0159 hours (inclusive): snack, tip.
- .02 On any Day of a multi-Day Pairing originating and terminating in the U.S., the meal allowance (voucher) will be issued in U.S. funds for a breakfast, lunch, dinner, snack, and tip.
- .03 On the second and subsequent Days of a multi-Day Pairing originating in the U.S. and terminating in Canada, the last U.S. scheduled departure time (local) will determine the U.S. meal allowance as follows:
- a) Departure before 1200 (noon): breakfast;
  - b) Departure between 1200 (noon) and 1759 (inclusive): breakfast and lunch;
  - c) Departure between 1800 and 2159 (inclusive): breakfast, lunch and dinner;
  - d) Departure after 2200: breakfast, lunch, dinner and snack.

**SECTION 12**  
**MEALS**

- .04 On ~~the~~ second and subsequent Days of a multi-Day Pairing originating in Canada and terminating in the U.S., the first U.S. scheduled arrival time (local) will determine the U.S. meal allowance as follows:
- a). Arrival between 0200 and 0959 (inclusive): breakfast, lunch, dinner, snack, tip;
  - b). Arrival between 1000 and 1259 (inclusive): lunch, dinner, snack, tip;
  - c). Arrival between 1300 and 2159 (inclusive): dinner, snack, tip;
  - d). Arrival between 2200 and 0159 (inclusive): snack, tip.
- .05 On any Day of a multi-Day Pairing originating and terminating in Canada, the meal allowance will be paid in Canadian funds.
- .06 All single Day Pairings, including Pairings that any part of the Day is flown in the U.S., the meal allowance will be paid in Canadian funds.
- .07 When a Per Diem expense is incurred in the U.S., and U.S. funds are not provided for by any provision previously described, the Company will reimburse the difference between Canadian and U.S. funds, Based on the applicable exchange rate. Pilots must submit an expense account form with the original receipt for payment.
- Example      Actual meal expense - \$8.00 U.S. Funds  
                    Exchange rate @ 1.43% -  $\$8.00 \times 1.43\% = \$11.44$  Canadian Funds  
                    Reimbursement -  $\$11.44 - \$8.00 = \$3.44$  Canadian Funds
- .08 When a Pilot books back on to a multi-Day Pairing, the Remain Over Night (RON) voucher will be adjusted to reflect his new start time.

100

## **SECTION 13**

### **EXPENSES**

#### **13-1 TRANSPORTATION**

- .01 When away from home Base, transportation as required will be provided at Company expense.
- .02 When transportation does not leave within thirty **(30)** minutes [fifteen (15) minutes if minimum crew rest is being compromised] after Pilots' arrival at the pick-up point, at the Captain's discretion the Pilots may use any other reasonable means of transportation to the hotel and/or Company parking facility, and may claim reimbursement for expenses for such transportation.
- .03 Pilots required to **use** their own transportation for Company business or while moving in accordance with Section 21-1 shall be reimbursed by the Company at the rate of twenty-six **(26)** cents per kilometer, otherwise the Company will pay for the most suitable means of transportation. However, in no case will this clause apply to employee transportation from residence to or from assigned Base.
- .04 Pilots and their immediate dependants shall be permitted pass privileges according to **the** prevailing Company Pass Manual.
- .05 In case of emergency within the Company's operating area, the Company shall provide free transportation to Pilots and dependants on Company aircraft to the nearest regional or district medical center or in extreme conditions to the nearest medical practitioner.
- .06 The Company will provide free transportation, positive space basis, on Company scheduled routes to any Pilot requiring transportation for compassionate reasons, pursuant to the Company Pass Manual.
- .07 The Company will provide parking facilities for a Pilot at his Base while away from his Base in the performance of his normal duties.

#### **13-2 BAGGAGE LOSS**

- .01 The Company will pay claims to any Pilot who, during the course of their duty, suffers loss or damage to baggage or personal effects.
- .02 The Company shall retain the sole and exclusive right to assess each claim on the basis of its own merits, and to determine appropriate re-imbursement which it considers reasonable under the circumstances.

**SECTION 13**  
**EXPENSES**

- .03 When it is evident that a Pilot's baggage has not arrived at layover point for any reason beyond the reasonable control of the Pilot, a claim for any reasonable expenses required for the layover shall be permitted. An expense claim with supporting receipts must be submitted to account for any expenses incurred.

**13-3 HOTEL CANCELLATION**

- .01 If a Pilot is scheduled to overnight and does not require the hotel room, which is provided by the Company, then the Pilot can advise Crew Scheduling prior to 16:00 hours local time for the city that the Pilot is overnighing and Crew Scheduling will cancel ~~the~~ scheduled hotel accommodation. Subject to the Company not paying a cancellation fee, the Pilot will be credited fifteen dollars (\$15.00) for each Day that a scheduled hotel room is canceled.

**13-4 PASSPORTS**

- .01 In the event that a passport or visa is required for a Pilot to perform his duties, the cost of procuring passports and/or visas and other travel related incidentals, shall be borne by the Company. The Company will facilitate the necessary documentation for passports and visas.

## **SECTION 14**

### **UNIFORMS**

#### **14-1 GENERAL**

- .01 Uniforms will be maintained according to standards prescribed by the Company.
- .02 The Company and the Association shall provide an equal number of members to a Uniforms Standards Committee. The recommendations of the Committee shall be considered by the Company before making any changes in the supplier, style, price, color or material of the uniform.

#### **14-2 SUPPLY AND ENTITLEMENT**

- .01 The Company will provide a credit of three hundred six dollars (\$306.00) for Year 2002, three hundred thirteen dollars sixty five cents (\$313.65) for Year 2003 and three hundred twenty one dollars forty nine cents (\$321.49) for Year 2004 to each Pilot, to be credited each January 1<sup>st</sup>. This credit will be used towards any outstanding balances or used for the purchase of a uniform or accessories. Any unused portion up to three hundred (\$300.00) dollars will be carried over to the next Year.
- .02 The Company will cover all shipping and delivery costs to the Pilot's home Base, of two (2) complete orders per Pilot per Year.
- .03 In the event a Pilot exceeds his Uniform balance, he shall be deducted that amount, by payroll deduction, on the tenth (10<sup>th</sup>) of the month at a rate of twenty-five (25) dollars or greater amount if requested by the Pilot.
- .04 Pilots on salary (first Year) will pay fifty (50%) percent of the cost of uniforms by payroll deduction. The new Pilot's Uniform Account will be credited three hundred (\$300.00) dollars for any additional purchases, starting January of the following Year.
- .05 Employees who leave the employ of the Company within two Years (24 months) of commencement of service shall be responsible for the total cost of their uniforms, such costs to be deducted from the final pay cheque.
- .06 Employees who leave the employ of the Company will have the outstanding uniform balance deducted from their final pay cheque
- .07 Any Pilot granted a leave of absence in excess of six (6) months will be required to pay any Outstanding uniform balance.
- .08 A Pilot may wear a uniform or part of a uniform for a maximum of three Years (36 months), however, the Company shall have the right to demand the purchase of a new

**SECTION 14**  
**UNIFORMS**

uniform or accessory every Year, if the uniform deterioration warrants replacement. The demand will not be made in relation in .09 below.

.09 If the Company introduces any changes in color or style, and requires Pilots to replace their uniform by a date which is earlier than that establish in .08 above, then the Company will pay one hundred (100%) percent of the cost involved.

.10 The uniform supply shall consist of:

(a) Initially:

- (i) Up to eight (8) shirts/blouses
- (ii) Two (2) pairs of trousers
- (iii) One (1) jacket
- (iv) One (1) hat
- (v) One (1) belt
- (vi) Two (2) ties
- (vii) One (1) raincoat or One (1) topcoat
- (viii) One (1) parka
- (ix) One (1) suitcase

(b) Once every Year:

- (i) Up to six (6) shirts/blouses
- (ii) Two (2) pairs of trousers
- (iii) Two (2) ties

(c) Once every three (3) Years

- (i) One (1) jacket
- (ii) One (1) belt
- (iii) One (1) raincoat or One (1) topcoat
- (iv) One (1) parka
- (v) One (1) suitcase

.11 The Company will supply or assume the cost of buttons, braid, badges insignia and hats, as prescribed by the Company.

.12 Additional specific uniform items required for female Pilots will be as agreed to by the Company and the Association and will be supplied by the Company.



**SECTION 14**  
**UNIFORMS**

**NOTE:**

None of the above provisions will exclude the issue, at Company expense, of special clothing for particular operations.

- .13 Appropriate personal headsets shall be provided and maintained for all Pilots at company expense.
- .14 A monthly uniform maintenance expense shall be paid to all Pilots. Effective January 1<sup>st</sup>, 2002 this allowance shall be forty two dollars and eighty four cents (**\$42.84**). Effective July 01, 2003 this allowance shall be forty three dollars and ninety cents (**\$43.90**). Effective July 01, 2004 this allowance shall be forty five dollars (**\$45.00**).
- .15 The Company shall provide a footwear allowance in the amount of one hundred fifty three dollars (**\$153.00**) for Year 2002, one hundred fifty six dollars and eighty three cents (**\$156.83**) for Year 2003, one hundred sixty dollars and seventy five cents (**\$160.75**) for Year 2004. This allowance shall be paid on the January tenth (10<sup>th</sup>) pay cheque of each Year.
- .16 The Company shall pay **fifty** percent (50%) of the cost of one overnight suitcase every thirty-six (**36**) months.

**SECTION 15**  
**VACATION AND GENERAL HOLIDAYS**

**15-1 ENTITLEMENT**

- .01 A Pilot, who by January 30th of the vacation Year will have had an employee relationship with the Company of less than four (4) Years, (since the date of employment), shall be granted in that vacation Year one (1) Calendar Day of vacation with pay for each twenty-six (26) Calendar Days of service or major portion thereof during the preceding vacation Year up to a maximum of fourteen (14) Calendar Days of vacation.
- .02 A Pilot, who by January 30th of the vacation Year will have had an employee relationship with the Company of four (4) Years, but less than eight (8) Years, (since the date of employment), shall be granted in that vacation Year one (1) Calendar Day of vacation with pay for each seventeen and one- third (17 1/3) Calendar Days of service or major portion thereof during the preceding vacation Year up to a maximum of twenty-one (21) Calendar Days of vacation.
- .03 A Pilot, who by January 30th of the vacation Year will have had an employee relationship with the Company of eight (8) Years, but **less** than eighteen (18) Years, (since the date of employment), shall be granted in that vacation Year one (1) Calendar Day of vacation with pay for each thirteen (13) Calendar Days of service or major portion thereof during the preceding vacation Year up to a maximum of twenty-eight (28) Calendar Days of vacation.
- .04 A Pilot, who by January 30th of the vacation Year will have had an employee relationship with the Company of eighteen (18) or more Years, (since the date of employment), shall be granted in that vacation Year one (1) Calendar Day of vacation with pay for each ten and two-fifths (10 2/5) Calendar Days of service or major portion thereof during the preceding vacation Year up to a maximum of thirty-five (35) Calendar Days of vacation.
- .05 Pilots shall be granted the following ten (10) statutory holidays:
- |                 |                    |
|-----------------|--------------------|
| New Year's Day  | Labour Day         |
| Good Friday     | Victoria Day       |
| Remembrance Day | Canada Day         |
| Christmas Day   | Provincial Holiday |
| Boxing Day      | Thanksgiving       |
- .06 Pilots shall receive forty (40.0) Credits per Year in lieu of statutory holidays. Paid time off for statutory holidays shall be bid in conjunction with annual vacation. Five (5) Stat Days (20.0 Credits) will be awarded in conjunction with two Days Off

**SECTION 15**  
**VACATION AND GENERAL HOLIDAYS**

to provide a Week of vacation. These five (5) Stats plus two (2) Days Off will also be subject to the provisions of Section 8-32.13 (BLOCK CONSTRUCTION).

- .07 Stat Credits will not be paid out in cash and cannot be accumulated from Year to Year.
- .08 After Stats have been awarded as annual vacation a Pilot may request an individual Stat Day (4.0 Credits), be taken from his vacation and used toward his monthly parameter. This may be done either prior to or after the BLOCKS have been awarded. Subject to Company approval and in accordance with Section 32 (CLARIFICATION), a Pilot may include in his monthly bid a maximum of two (2) stat Days which will take priority over the Days Off of senior Pilots. When Stats are used in the above methods the following will apply. The Pilot's vacation Week must contain three (3) or more Stat Days for the provisions of Section 15-1.06 (2 Days Off in conjunction) and Section 8-32.13 to apply.
- .09 Statutory holidays will be prorated on ~~the~~ basis of one (1) general holiday for each thirty-six point five (36.5) Days of service or major portion thereof during the preceding vacation Year.
- .10 Any ACR Pilot who has accrued six (6) Weeks of vacation for the 2002 vacation Year will continue to accrue six (6) Weeks of vacation for each vacation Year until such Pilot is no longer in the employ of the Company.

**15-2 POSTING AND AWARDS**

- .01 The number of vacations allocated each month is established by the Company. A minimum of one twelfth (1/12th) of the total Yearly vacation (including Stats) earned per Position, will be available for bid each month, this will in no case be less than four Weeks per month per Position. A minimum of one-quarter (1/4) of the total Yearly vacation (including stats) will be available during preferential times. Those vacation Weeks that do not make up a complete Year will **be** distributed in minimum two (2) Week Blocks. Once set by the Company, the distribution of the above vacation Weeks will not be altered without prior permission from the Company. If, after the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacations granted during any given month will be made, by mutual agreement between the Company and the Association.

**SECTION 15**  
**VACATION AND GENERAL HOLIDAYS**

- .02 Vacation awards shall be determined in accordance with the following schedules:
- (a) On August 15 of each Year the Company shall post a vacation calendar at each Base for bidding purposes;
  - (b) Pilots shall have until October 15 to register their vacation preferences;
  - (c) By November 15 vacation awards will be posted at each Base for the following vacation Year.
- .03 Vacation Bid Sheets will be distributed to all Pilots by August 15 each Year.
- .04 Pilots who do not submit a vacation bid by October 15 shall have their vacation assigned by the Company.
- .05 Pilots shall be awarded vacation in order of seniority in their Current Position. In the event that he is awaiting training to an Awarded Position the Pilot will be awarded vacation in order of seniority in the Awarded Position.
- .06 All vacation periods will commence at 0001 and end at 2359 (local time).
- .07 The vacation Year will commence January 31st and end January 30th of the following Year.
- .08 Any Pilot whose scheduled check-out time at his Base on his last Duty Period prior to a vacation period is delayed beyond 0300 local time on the first vacation Day, shall be granted an additional Day Off following the end of that vacation period.
- .09 All Pilots shall have the option of splitting their entitlement, subject to the following:
- (a) No vacation period, when bid shall be less than seven (7) Days in length.
  - (b) The preference for each vacation period shall be in order of seniority subject to the restrictions noted in .10 and .11 below.
- .10 July 1st to August 31<sup>st</sup>, the last two (2) Weeks in December and the one (1) Week of spring break, to be determined by the Association in conjunction with the Company on a province by province basis, are considered to be preferential times for vacation. A Pilot will be awarded time off in only one of the preferential periods, with such portion limited to a maximum of fourteen (14) Days, including statutory holidays taken. These fourteen (14) Days need not be consecutive.

**SECTION 15**  
**VACATION AND GENERAL HOLIDAYS**

**NOTE:**

Should preferential vacation Days be left available after all periods have been awarded, the excess will be made available to all Pilots in order of seniority.

- .11 A Pilot bidding his vacation may only exercise his seniority for ~~the~~ first 3 splits he requests. All his remaining Weeks including any subsequent splits will then be awarded to him after the remaining Pilots have been awarded vacation. If a Pilot chooses to bid all his vacation outside the preferential time, he may exercise his seniority for unlimited splits.
- .12 By mutual agreement the Association will award the annual Pilot vacation allotment. The Company will have the option of reviewing the awards prior to posting.

**15-3 VACATION REASSIGNMENT**

- .01 A Pilot who voluntarily moves into a higher Status or new Equipment Assignment or who voluntarily bids a Base change and has not taken his vacation(s) shall relinquish his previously awarded vacation(s) on the date he commences training and will bid for available vacation(s) among the Pilots in his new Position.

**Note:**

A Pilot whose training is interrupted or cancelled for any reason and who returns to his previous Position shall have the option of either being awarded his previously relinquished vacation or re-bidding for another available vacation assignment.

- .02 A Pilot who is displaced to a lower Status or new Equipment Assignment or who is involuntarily assigned a Base change and has not taken ~~his~~ vacation(s) shall retain his previously awarded vacation(s).
- .03 Pilots transferring to a new Base, after vacations have been awarded, shall not be allowed to disrupt the awarded vacations.
- .04 In the event that the Company determines that additional vacation periods are available during the vacation Year, a Pilot may indicate his desire to change his vacation award. A Pilot may express such vacation reassignment preference by submitting a vacation reassignment bid at any time after the initial awards. Known available vacation periods shall be awarded in accordance with seniority.
- .05 Vacation reassignments will be awarded no less than thirty (30) Days prior to each Bid Period.

**SECTION 15**  
**VACATION AND GENERAL HOLIDAYS**

**Note:**

The above thirty (30) Day notice may be waived at the Pilots discretion.

**15-4 EXCHANGE**

Subject to Company approval Pilots in the same Position may mutually exchange vacation periods provided they obtain and present to the Company and the Association the written consent of all Pilots between their two seniorities in the same Position.

**15-5 MISCELLANEOUS**

Vacations shall not be cumulative and shall be taken during the **Year** following that in which accrued unless exceptional circumstances warrant otherwise and prior arrangements, confirmed in writing, are agreed to between the Pilot, the Company, and the Association.

**15-6 VACATION CREDITS**

A Pilot while on vacation shall receive the Daily Standard Credit (Section 2-2 DEFINITIONS) times the number of Days of vacation up to a maximum of 28 Days per month. e.g.  $(28 \times 2.83 = 79.2 \text{ per month})$ .

**SECTION 16**  
**LEAVES OF ABSENCE**

This Section refers to a Leave of Absence requested by a Pilot, which is not related to sickness or injury

**16-1 UNPAID LEAVE**

- .01 A Pilot may request and may be granted, at the Company's discretion, a Leave of Absence of up to one thousand eight hundred and twenty-six (1826) Days, without loss of seniority. Such Pilots may maintain benefits, for the first seven hundred thirty (730) Days, by payment of the Company's and the employee's portion of the applicable premiums, subject to the terms and conditions of the applicable Plans and/or Policies. Such payments may be by post-dated cheque.
- .02 Any Pilot on Leave of Absence in excess of a three (3) uninterrupted Years will be required to **serve** a three (3) month Probationary Period upon **return** to service. A Pilot returning from leave of absence shall have successfully completed the Transport Canada Instrument Rating written examination, if required so as to be eligible for an instrument rating flight test.
- .03 For the first one hundred and eighty (180) Days of a Leave of Absence seniority will accrue in all aspects including for pay and vacation purposes. For the period of Leave between one hundred and eighty-one (181) Days and one thousand eight hundred and twenty-six (1826) Days seniority will cease to accrue for pay and vacation purposes.
- .04 A Pilot may request and may **be** granted a Leave of Absence of over five (5) Years but the Pilots seniority will not normally continue to accrue after the eighteen hundred and twenty-sixth (1826) Day.
- .05 In special circumstances, a Pilot may be granted an extended Leave of Absence and retain and continue to accrue seniority upon mutual agreement between the Company and **the** Association.
- .06 A Pilot may exercise his bidding rights while on Leave of Absence, but if he is a successful bidder he must return from leave for training on the date specified by the Company.
- .07 The Company will give serious consideration to all requests for Leaves of Absence.
- .08 Travel privileges by Pilots on Leave of Absence shall receive secondary consideration and shall be limited to two (2) passes per month for immediate family only.

**SECTION 16**  
**LEAVES OF ABSENCE**

- .09 Notwithstanding Transport Canada requirements a female Pilot, at her request, will be granted **up** to fifty two (52) Weeks of maternity leave of absence without loss of seniority for each period of pregnancy. This leave shall be deemed to include the Maternity and Parental Care entitlements of the Canada Labour Code and the provisions of this Collective Agreement. The Pilot must request her leave of absence in writing accompanied by a Doctor's certificate certifying pregnancy and the estimated date **of** delivery.
- .10 A Pilot returning to flight duty after Maternity Leave shall provide a certificate from her medical advisor stating that she is fit for flight duties in all respects.
- .11 A Pilot shall, at his request, be granted up to fifty two (52) **Weeks** of Parental Care leave without loss of seniority for each occurrence of birth, adoption, foster or ward custody. This leave shall be deemed to include the Parental Care entitlements of the Canada Labour Code and the provisions of this Collective Agreement. The Pilot must request his leave of absence in writing accompanied by documents verifying the estimated or actual date of birth, adoption, foster or ward custody.
- .12 A Pilot on Leave of Absence shall not, without prior written permission from the Company and the Association, engage in aviation employment.
- .13 In the event of a national emergency, a Pilot volunteering with Company consent, or ordered to extended military service, shall continue to accrue seniority in all aspects.
- .14 In the event of a reduction in system Positions, Pilots shall be laid off in reverse order of seniority. In order to restrict the number of layoffs, the Company will offer, where applicable, leaves of absence of up to thirty-six (**36**) months in specific Position assignments on the basis of seniority. In such case the following will apply:
- (a) Such Pilots shall continue to accrue seniority in accordance with section 16-1.03 above (**UNPAIDLEAVE**).
  - (b) Pass and reduced rate privileges on ACR Inc. will be in accordance with Company policy.
  - (c) Pilots returning from such Leaves of Absence will be subject to 16-2 (RETURN TO SERVICE).



**SECTION 16**  
**LEAVES OF ABSENCE**

- .16 Leaves of Absence may be granted in conjunction with awarded vacation under the provisions of Section 15-1 (VACATION AND GENERAL HOLIDAYS-ENTITLEMENT).

**16-2 RETURN TO SERVICE**

- .01 A Pilot returning from a Leave of Absence shall exercise his seniority in accordance with Section 5-8 (FILLING OF ASSIGNMENTS-RETURN TO SERVICE). If training is required, the Pilot will receive training pay in accordance with Section 10-7 (PAY-QUALIFICATION EXPIRED). If required to relocate, the Pilot will be entitled to such moving and expense benefits as he would have been entitled to had he transferred when not on leave.
- .02 A Pilot granted a Leave of Absence for a specified period of time may return to work before the approved date only with the written approval of the Company and the Association.

**16-3 PAID LEAVE**

- .01 A Pilot required to perform jury duty, appear for jury duty, or appear as a subpoenaed witness (provided this is not for personal interest), shall retain and continue to accrue seniority and service for pay purposes during such absence. Compensation at his current salary will be paid by the Company, provided, however, that all monies received from the court for such service, excluding payment for meals, lodging, transportation, and parking, shall be turned over to the Company.
- .02 Bereavement Leave: Within the seven (7) Days following a death in his immediate family, a Pilot shall be entitled to a bereavement leave of up to five (5) Days duration. A maximum of three (3) Days of the above five (5) Days shall be with pay, provided the circumstances exist which necessitate his absence from work. Immediate family shall be defined to include spouse (including same sex), son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents. Additional Leave without pay will be granted on the request of the employee subject to the requirements of service.
- .03 A Pilot may be granted a Leave of Absence with pay for compassionate reasons or for other reasons deemed to be valid by the Company. The duration of such leave shall be at the discretion of the Vice-president, Flight Operations.
- .04 A Pilot granted a Leave of Absence in .01, .02, or .03, above will be paid as per his regular scheduled duty.

**SECTION 17**  
**PHYSICAL EXAMINATIONS**

**17-1 GENERAL**

- .01 Except for the initial medical examination for newly hired Pilots, the medical standards for physical examinations shall be no more restrictive than those standards set forth in the Transport Canada regulations as being required to maintain an Airline Transport Pilot License, including any waiver policies adopted by Transport Canada.
- .02 The Company may, at its own expense, request a Pilot to complete a medical examination with a Company approved Aviation Medical Examiner of the Pilots choice, if the Company has reason to believe the Pilot's health or physical condition is impaired, in which case the Pilot shall be furnished with a copy of the medical examiner's report. If the Company removes a Pilot for suspected medical reasons, the Pilot shall be credited as per Section 8-19, (HELD OUT OF SERVICE), until such time as a medical report is received. If it is determined that the Pilot's health or physical condition was impaired, then the Pilot's sick bank will be deducted for the time lost.
- .03 In order to ensure no interruption in Pilot qualification due to ancillary issues surrounding the Medical Certificate renewal process the following shall apply:
- a) Upon completion of a successful medical examination for the renewal of a Medical Certificate, the Aviation Medical Examiner will advise the Company that the Pilot has been assessed as Fit. No other medical details will be provided.
  - b) The Company, upon notification of the above, shall be responsible in all respects, for ~~the~~ payment of any fees, processing and delivery of the new Medical Certificate to the Pilot prior to the expiry of the temporary Medical Certificate.
  - c) If ~~the~~ Company fails to comply with any part of b) above it is recognized that the Pilot may become unavailable for **Duty**. In this case the Pilot shall be paid in accordance with Section 8-19 (HELD OUT OF SERVICE).

**17-2 MEDICAL EXAMINERS**

A list of Aviation Medical Examiners who may be used for the purpose of licensing Pilots shall be approved by the Company. The Company shall approve at least one (1) Medical Examiner for each fifty (50) Pilots in a particular Pilot Base. This list of Medical Examiners will be subject to annual review.

**SECTION 17**  
**PHYSICAL EXAMINATION**

**17-3 FEES**

The costs of all physical examinations, medical licensing fees, inoculations and other medical expenses incurred by a Pilot to maintain his license(s) shall be borne by the Company. When possible the Company will establish a direct billing account to cover the medical licensing fees.

**17-4 RECORDS**

Any information obtained by, or as a result of, a physical examination shall be strictly confidential between the Aviation Medical Examiner and the Pilot and shall not be divulged to any other person without the written permission of the Pilot.

**17-5 MEDICAL EXAMINATIONS**

A Pilot who fails the required Transport Canada physical examination or a Company required physical examination may, at his option have a review of his case in the following manner:

- .01 The Pilot will choose a qualified Aviation Medical Examiner to carry out a physical examination for the same purpose as the physical examination that was originally conducted.
- .02 Should both Medical Examiners agree on the findings of the failure, any further review of the case will be afforded in accordance with the provisions of the applicable disability plan(s).
- .03 In the event that the findings of the Aviation Medical Examiner chosen by the Pilot disagree with the findings of the original Medical Examiner, the Company will, at the written request of the Pilot, ask that the two Medical Examiners agree upon and jointly appoint a third qualified and disinterested Aviation Medical Examiner or specialists for the purpose of further evaluating the Pilot's fitness to meet Transport Canada medical standards.
- .04 The said disinterested Aviation Medical Examiner, after soliciting whatever other specialist(s) opinions are necessary, shall complete a further evaluation of the Pilot in question. If the disinterested Aviation Medical Examiner concludes that the Pilot is not fit, the Pilot will be eligible for disability benefits. If the disinterested Medical Examiner concludes that the Pilot is fit, the Medical examiner originally chosen by the Pilot will submit the case for licensing to Transport Canada at the expense of the Company.

**SECTION 17**  
**PHYSICAL EXAMINATION**

- .05 It is specifically agreed that the findings of the Medical Examiners herein shall be unbiased. No exchange of medical opinions or history shall be made, either in writing or verbally, until each Medical Examiner has examined the Pilot concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.
- .06 The expenses of employing the additional Medical Examiners or specialists referred to in this Sub-section shall be shared equally by the Pilot and the Company.
- .07 Notwithstanding the foregoing, where the findings of the above medical review procedure differ from those of the Civil Aviation Medical Review Board, the findings of the Board shall prevail.

## **SECTION 18**

### **SICK LEAVE**

#### **18-1 GENERAL**

Sick leave shall mean the period during which a Pilot is unable to report for duty as a result of illness or injury. During such period the Pilot will receive credit hours in accordance with Section 8-17 (CREDITS-SICKLEAVE).

#### **18-2 ENTITLEMENT**

- .01 On January 1st of each **Year**, all Pilots employed with the Company shall be entitled to and be credited with eighty-four (84) Credits of paid sick leave to a maximum of one hundred and sixty-eight (168) Credits. Pilots employed after January 1st shall be entitled to seven (7) Credits of sick leave for each full month remaining in the Year.
- .02 All normal benefits and entitlements will continue to accrue while off on sick leave, until such time as the Pilot goes on STD.

#### **18-3 APPLICATION**

- .01 When a Pilot books off sick, his sick leave bank will be deducted as described in Section 8-17 (CREDITS-SICKLEAVE).
- .02 After thirty (30) Days on sick leave for the **same** illness or injury, the Pilot will commence receiving benefits from the Short Term Disability Plan subject to the provisions of the waiting period of that Plan.
- .03 A Pilot may be required to provide a doctor's certificate for any period of illness or injury of three (3) consecutive Days or more for which sick benefits **are** paid.

#### **18-4 OCCUPATIONAL**

- .01 In recognition of the medical licensing required for Pilots, the following conditions will apply:
  - (a) A Pilot who becomes ill or injured during a Trip Period shall receive appropriate medical treatment as provided by the Company health care plan. Any medical expenses in excess of the benefit of the applicable plan shall be borne by the Company. Unless restricted from travel by a Medical Practitioner, such Pilot shall be returned by the Company to his Base. In the instance where the Pilot's Base is not his Domicile he shall be returned to his Domicile if no extra cost is incurred.

**SECTION 18**  
**SICK LEAVE**

- (b) A Pilot who is unable to report for duty due to an occupational injury or illness will be entitled to receive Sick Leave Benefits in accordance with this Section. Any payments received by the Pilot from the Workplace Safety and Insurance Board for such occupational injury or illness will be endorsed to the Company.
- (c) When out of country, a Pilot, who is injured while performing duties to expedite Company Services, safeguarding Company Equipment, and/or becomes ill due to the living and health conditions peculiar to a country in which he performed service, shall continue to receive full pay benefits and will not have his sick leave Credits reduced during the period of recuperation from such injury or illness. This provision shall apply to recurrences of disabilities resulting from the original injury or illness as long as the Pilot is an employee of the Company.

**18-5 RETURN TO DUTY FROM SICK LEAVE**

When a Pilot advises Crew Scheduling that he is returning to duty from sick leave, the following will apply:

- .01 The Pilot will assume his Pairing if crew scheduling has been notified prior to 1600 hours local the Day before his Pairing originates.
- .02 Any time after 1600 hours local in .01 above:
  - a) The Pilot will be returned to his Pairing when it cycles through his home Base.
  - b) In the case where the Pilot's Pairing does not cycle through home Base Crew Scheduling will attempt to return the Pilot to his originally scheduled Pairing.
  - c) Crew Scheduling may assign the Pilot to a Reserve Duty Period as long as such duty does not prevent the Pilot from returning to his Pairing.
  - d) On a single Day Pairing or the last Day of a multi-Day Pairing, a Pilot can only be assigned a reserve duty in which any assigned duty must finish no later than his originally scheduled Pairing or 1700 local, which ever is later.

## **SECTION 18**

### **SICK LEAVE**

- .03 By mutual agreement between the Pilot and Crew Scheduling the Pilot may remain on reserve when his Pairing cycles through home Base.

### **18-6 SENIORITY**

A Pilot who **is** on sick leave, or loses his license due to medical reasons, shall continue to accrue seniority and shall not have his name removed from the Pilot system seniority list.

**Note:**

The intent of the above is not to supersede the Company's right to apply the provisions of Section 4-4(ii) (SENIORITY).

**SECTION 19**  
**MISSING AND INTERNMENT**

**19-1 MISSING/HIJACKING/INTERNMENT/HOSTAGE OR PRISONER OF WAR**

- .01 No Pilot will be forced by the Company to operate into any area excluded from coverage under the Company's Insurance Policy.
- .02 Any Pilot who, while engaged in the Company's operations, is interned, captured, held as hostage or as a prisoner of war, shall be maintained at full pay for his current Equipment Assignment until he is able to resume work, his death is established in fact or his death is reasonably presumed to have occurred.
- .03 With reasonable presumption of death the Company shall cause to be paid death benefits provided for in this Agreement to the Pilot's designated beneficiaries.
- .04 As an alternative to paying wages as provided for in .02 above, the Company may pay the difference between the amount of such salary and the amount of any compensation provided by other parties as a result of a law with respect to persons interned, captured, held as prisoners or hostage of war or missing as a result of an act of war.
- .05 Benefit Assignments: The monthly wages allowable under .02 above shall be credited to the Pilot and shall be disbursed by the Company in accordance with written directions from him. The Company shall request from each Pilot hereafter employed to execute and deliver to the Company, prior to such employment, a written direction in the form hereinafter set forth. The Company shall as soon as practicable, request all Pilots now employed to execute and deliver to the Company such a written direction. The direction referred to shall be in substantially the form as outlined in Section 19-1.08 (MISSING AND INTERNMENT).
- .06 Any payments due to the Pilot under this Section, which are not covered by a written direction as above requested, shall be held by the Company for any such Pilot in an interest bearing account in the Pilots' name. In the event of reasonable presumption of a Pilot's death, all monies shall be paid to the legal representative of his estate.
- .07 Any amounts credited to the account of a Pilot or paid to his beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the Pilot even though it is established that such payments were made after the death of the Pilot, nor shall such amounts be a charge against the estate of the Pilot, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Pilot promptly after its receipt.



**SECTION 19**  
**MISSING AND INTERNMENT**

- .08 Pilots shall maintain and continue to accrue seniority for pay purposes during the period in which they **are** missing, interned, a hostage or prisoner of war, and on returning after such period shall be governed as if he had been on a leave of absence under the provisions of Section 5-8 (FILLING OF ASSIGNMENTS - RETURN TO SERVICE).

DATE;.....

You are hereby directed to pay all monthly compensation allowable to me, while missing, under the terms of the "MISSING, HIJACKING, INTERNMENT, HOSTAGE OR PRISONER OF WAR" Sections of the Collective Agreement or any subsequent specific agreement between ACR and the Airline Pilots in the service of ACR as follows:

\$.....per month to.....  
Name

.....  
Address

as long as living.

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

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

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

Pilot's Signature

## **SECTION 20**

### **BENEFITS**

This section shall represent the minimum standards of coverage available to all Pilots of ACR. It is further agreed that the Company may change its insurance underwriters(s) at any time provided that there is no decrease in the Short Term Disability, Long Term Disability, Dental, Health, Group Life and Accidental Death and Dismemberment Insurance benefits as outlined in this Section. The Manulife financial master contract provided by the Company on (date/month/year\*) to ~~the~~ Association, shall form the basis for all coverage. The attached contract is effective (date/month/year\*) and represents the benefits and provisions in force on this date.

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

Any layoff of one (1) calendar month or less shall not result in any interruption of benefits to the Pilot(s).

A Pilot will receive all benefits during any period of short or long term disability and during maternity/parental care leave. The cost for such benefits shall be carried by the Company except during maternity/parental care leave, where the Pilot will pay their portion of the premiums.

Any unused sick Credits from a Pilot's sick bank may be used at the Pilot's discretion immediately prior to retirement.

The cost of all Insurance Plans and Benefits will be shared by the Pilots and the Company; the Pilots' share being fifty percent (50%) of the cost; the Company's share being fifty percent (50%) of ~~the~~ cost, except where otherwise specified herein

The Company shall ensure that the Pilot's fifty percent (50%) share of the costs of the insurance plans and benefits will be applied to cover one hundred percent (100%) of the STD premium subject to Revenue Canada guidelines and limits.

#### **20-1 ILLNESS OR INJURY**

.01 It is agreed that the "Illness or Injury" coverage for Pilots will ~~be~~ as follows:

Day 1-30 inclusive	Company Sick Leave as per Section 18 of the Collective Agreement
Day 31-365 inclusive	Company Short Term Disability Insurance Plan to cover a Pilot who is wholly and continuously

**SECTION 20**  
**BENEFITS**

disabled due to a illness or bodily injury, and as a result, is not physically or mentally fit to perform the essential duties of his normal occupation.

Years 2-6 inclusive

Company Long Term Disability Insurance Plan to cover a Pilot who is wholly and continuously disabled due to a illness or bodily injury, and as a result, is not physically or mentally fit to perform the essential duties of his normal occupation.

Year 7 to Retirement

Company Long Term Disability Insurance Plan to cover a Pilot who is wholly and continuously disabled due to a illness or bodily injury, and as a result, is not physically or mentally fit to perform the essential duties of his normal occupation and any other occupation, jobs or work for which he is, or becomes, qualified by his education or training or experience, considered collectively or separately.

.02 The level of benefits to be provided by the Short Term Disability Insurance Plan will be as follows:

- a) 66.67 % of gross salary, calculated on eighty five (**85**) Credits per month, at **the** Pilot's current hourly rate to a benefit limit of \$ 1600 per Week.
- b) The STD benefit will be reduced by benefits received by the Pilot as a result of his disability up to a maximum of 85% of his gross pre-disability earnings.
- c) Pilots shall be allowed to draw sick Credits from the Sick Bank as per Section 18 to top up their STD benefit to a maximum of 85%.
- d) The maximum of 85% will be increased to 100% in the event the Pilot is in a rehabilitation program which is considered beneficial and is recommended or approved by the insurer.
- e) The maximum of 85% will be increased to 100% if a Pilot is able to work for the Company for remuneration or profit.

.03 The level of benefits to be provided by **the** Company Long Term Disability Insurance Plan will be as follows:

**SECTION 20**  
**BENEFITS**

- (a) Seventy percent (70%) of gross salary calculate on eighty-five (85) hours at Pilot's current hourly rate to a benefit limit of six thousand six hundred dollars (\$6600.00) per month.
- (b) There will be no offset for ALPA Extended Mutual Aid or any government sponsored plan.
- (c) There will be an offset of fifty percent (50%) of all earned income until the level of combined benefit and earned income reaches eighty-five (85%) of the Pilot's pre-disability income.
- (d) The Plan will provide for the benefit specified in (a) above until retirement for a Pilot considered "totally and permanently disabled".
- (e) In addition to the above benefit, the Plan will provide for payment of the Pilot's contribution to the Pension Plan to the maximum provided by the Plan.
- (f) Mental, nervous, alcohol or drug coverage treated as an illness, provided that the employee is undergoing approved rehabilitation, is included.

**20-2 DENTAL PLAN**

The Dental Plan will provide for one hundred percent (100%) coverage (i.e. no deductible).

Schedule "B" coverage (crowns bridges etc) shall be covered to fifty percent (50%).

Schedule "C" coverage shall be fifty percent (50%) to a maximum of one thousand five hundred dollars (\$1500.00) per lifetime per member. In the case of family members, they shall be at a level of fifty percent (50%) to a maximum of one thousand five hundred dollars (\$1500.00) per lifetime per family member.

In the Application of Dental Schedule A, B, C, the Company will use the current Provincial Dental fee guide. In the event a Province does not update their fee guide, the most current Provincial Dental fee guide of either province shall apply.

One (1) month of service is required for eligibility to the Dental Plan.

**20-3 EXTENDED HEALTH CARE**

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

## **SECTION 20**

### **BENEFITS**

Vision Care will be included to a maximum of two hundred and fifty dollars (\$250.00) per two Years per plan member. In the case of employees who have family members on the plan they also will be allowed two hundred and fifty dollars (\$250.00) per two Years.

#### **20-4 GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

Group Life Insurance shall be provided by the Company to the level of three hundred percent (300%) of the Pilot's annual earnings. A cap of three hundred thousand dollars (\$300,000.00) shall be acceptable for Group Life and Accidental Death & Dismemberment. The Accidental Death & Dismemberment shall be a matching of the life insurance. Dependant life will be offered to the ACR Pilots on the condition that the entire premium for such benefit is to be paid by the Pilot.

#### **20-5 PROVINCIAL HEALTH CARE**

The Company shall pay the premiums for Provincial Health Care.

#### **20-6 VACATION ACCRUAL**

1. Pilots on **SICK LEAVE** will retain and accrue vacation entitlements during Day 1 to Day 30 inclusive. These vacation entitlements will be paid.
2. Pilots on **WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)** *benefits* will retain and accrue vacation entitlements for the period covered by Worker's Compensation. These vacation entitlements will be paid.
3. Pilots on **SHORT TERM DISABILITY** will retain and accrue vacation entitlements during Day 31 to Day 365 inclusive. These entitlements will be unpaid.
4. Pilots on **LONG TERM DISABILITY** will retain and accrue vacation entitlements during Year 2 to Year 6 inclusive. These entitlements will be unpaid.

#### **20-7 RETURNING TO DUTY**

In an effort to coordinate the proper reinstatement of a Pilot returning from Short or Long Term Disability, the following procedure shall be used

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**SECTION 20**  
**BENEFITS**

- .01 It is the Pilot's responsibility to notify the company and the Association, in writing, immediately upon:
- a) Being assessed fit for duty by an approved Aviation Medical Examiner (AME) or being advised of a date when **he** will be fit for duty, or;
  - b) In the case where the Pilot **has** lost his medical certification, being assessed fit by the appropriate Transport Canada licensing authority.
- .02 Upon such notification, the Company shall place the Pilot on active status on the date provided by the Pilot. Should Long Term Disability coverage cease between the time a Pilot is assessed fit and when he receives his medical validation certificate, the Pilot will be put on active status for pay purposes. The Pilot shall not be placed on active status retroactively or if he is otherwise not contractually entitled to be on active status.

## SECTION 20

### BENEFITS

**20-8 BENEFIT QUICK REFERENCE INFORMATION CHART**

TYPE OF LEAVE	DURATION	PAY INCREMENTS	VACATION ENTITLEMENT	SYSTEM SENIORITY	SICK LEAVE CREDITS	DENTAL	MAJOR MEDICAL	LIFE INSURANCE
SICK LEAVE	Day 1 - 30 Inclusive	Retain & Accrue	Retain & Accrue	Retain & Accrue	Retain & Accrue	Normal	Normal	Normal
SHORT TERM DISABILITY	Day 31 - 365 Inclusive	Retain & Accrue	Retain & Accrue Vacation only (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company
LONG TERM DISABILITY	Years 2 - 6 Inclusive	Retain & Accrue	Retain & Accrue Vacation only (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company
WORKERS COMPENSATION	Indefinite*	Retain & Accrue	Retain & Accrue Vacation only (No Stat Accrual)	Retain & Accrue	Retain (No Accrual)	By the Company	By the Company	By the Company

\* As per Provincial Regulations

This document is for quick references purposes only. Language contained in the main body of the Agreement shall apply.

## **SECTION 21** **MOVING**

### **21-1 MOVING - GENERAL**

The following will be applied to the moving provisions of Section 21-2 (VOLUNTARY MOVE) and 21-3 (INVOLUNTARY MOVE).

#### **.01 TIME OFF**

- (a) No Pilot who is authorized to change Base in accordance with this Section will be required to commence duties at his new Base with less than two (2) Days free from duty since the last actual working Day at his previous Base. In the event that the distance traveled between the two Bases exceeds one thousand (1000) miles [one thousand six hundred (1,600) kilometres], he shall be allowed one additional Day Off for each five hundred (500) miles or fraction thereof. This traveling time is in addition to all time off already provided.
- (b) To allow a Pilot time to establish his new Domicile, in addition to (a) above, he will receive a single period of seven (7) Calendar Days (Moving Days) free from all duties without **loss** of pay, prior to or after the commencement of duties at the changed Base, at a time deemed necessary by **the** Pilot. Moving Days will be placed on a Pilot's schedule prior to Block construction. The Pilot shall receive Daily Standard Credit for each of the above seven (7) Days. In the event the Pilot requires to schedule his Moving Days after **the** Blocks have been constructed, he will receive credit for any Duty Period(s) dropped as if flown according to schedule in lieu of Daily Standard Credit for the seven Day period.
- (c) Days Off provided for in (b) above must be taken no later than two (2) Years after the commencement of duties at the changed Base.

#### **.02 TRANSPORTATION**

The Pilot and spouse will be entitled to a minimum of two (2) positive space return trips (e.g. house hunting) by air to the new Base. It is expected that these trips will be done during the Pilot's scheduled Days Off or between assignments. In addition, the Pilot and his dependents will be allowed to travel once by personal automobile or by train or Company space available air transportation to his new Base.

#### **.03 EXPENSES**

A Pilot will be reimbursed twenty six (26) cents per kilometre (Section 13-1.03) for one (1) automobile transportation to his new Base.



## **SECTION 21**

### **MOVING**

#### **.04 MOVING DISTANCE QUALIFICATION**

In order to qualify for the provisions of Section 21-2 (VOLUNTARY MOVE) and Section 21-3 (INVOLUNTARY MOVE) a Pilot must move to a new Domicile located at least forty (40) kilometres closer to his new Base as per provisions of Revenue Canada income tax guide. In no case shall the expenses incurred exceed the cost of moving the Pilot the distance between his presently held Base and his newly awarded Base.

#### **21-2 VOLUNTARY MOVE**

Successful bidders on all permanent Positions as contemplated in Section 5 (FILLING OF ASSIGNMENTS), shall pay their own moving expenses to the new Base.

#### **.01 TRANSPORTATION AND EXPENSES**

The Pilot will be reimbursed for a mode of transportation, to be determined by the Company, to his new Domicile, whether by automobile at twenty six (26) cents per kilometre or by air transport. Additionally the Company will reimburse the Pilot for reasonable meal allowances, and hotel or motel allowances incurred by himself and his dependents during the period of transportation to his new Domicile. On arrival at the new Domicile the Pilot will not be deprived of the use of his automobile. If required an automobile may be leased while the Pilot's automobile is shipped. In the event that a Pilot chooses to drive to his new Domicile, then he will be reimbursed an amount equal to but not exceeding the mode of transportation selected by the Company. Under extenuating circumstances, the Vice-president, Flight Operations can authorize further special arrangements. The above expenses must be claimed no later than two (2) Years after the commencement of duties at the changed Base. The Company will furnish free contingent (Space Available) air transportation for such Pilots and ~~the~~ members of their immediate family to the extent permitted by law

#### **21-3 INVOLUNTARY MOVE**

#### **.01 QUALIFICATION**

Pilots, who qualify in accordance with sub-paragraphs (a), (b), (c) or (d) below, shall be entitled to the provisions of Section 21-1 and all the provisions contained in this Sub-Section.

## **SECTION 21**

### **MOVING**

- (a) Base Closure: In the event that a Base is discontinued, the Pilot complement at such Base who are entitled by seniority to transfer to another Base.
- (b) Base Displacement: A Pilot who is forced to change his Base to maintain his Status or employment.
- (c) Forced Move:
  - (i) A laid off Pilot who is forced to change his Base because he has been awarded a Position at another Base in accordance with Section 6 (RECALL - GENERAL), and any Pilot transferred from one Base to another to fill a permanent Position, but who has not volunteered for such transfer by way of a bid, providing he actually moves his Domicile to within a reasonable distance (as per Section 21-1.04) of his new Base.
  - (ii) Successful bidders on Pilot vacancies to a newly established Base or a re-established Base shall be considered to have been moved at the Company's request. A Base will be considered new for one (1) Year following its establishment.
  - (iii) Successful bidders on Positions at a Company Base which were created as a result of corresponding reduction of Pilot staffing at another Company Base, shall be considered as having been moved at the Company's request.
- (d) Bid Cancellation: In the event a Pilot relocates his Domicile as a result of a published bid award and the bid is subsequently cancelled.

#### **.02 MOVING COMPANY**

Before commencing the move the Pilot shall advise the Company of his intent to move. The Company shall co-ordinate all moves allowed under this Section with a Company approved moving **firm**.

#### **.03 MOVING EXPENSES**

- (a) A Pilot will be allowed actual costs of moving household and personal effects, including packing and unpacking, up to a maximum of 15,000 lbs. gross weight. Should his moving estimate exceed the limits specified in this paragraph, he shall submit a written claim to the Vice-president, Flight

## **SECTION 21**

### **MOVING**

Operations. His claim will be reviewed and, if deemed justified, will be paid by **the** Company.

- (b) The Company will provide a relocation allowance for receipted costs up to two thousand dollars (\$2000.00), to cover re-settlement costs such as new drapes, painting, utilities, account transfers, loss of perishables, postal forwarding, forfeiture of corrosives and flammables, etc.
- (c) The Company will be responsible for the following costs of either i) or ii) below:
  - i) When the Pilot is a homeowner, reasonable and customary costs associated with selling the Pilot's present home and/or the purchase of a new home in accordance with Section 21-1.04 (MOVING DISTANCE QUALIFICATION). Such costs are to include real-estate commission fees, legal and notary fees, mortgage fees, land transfer taxes etc up to a maximum of fifteen thousand dollars (\$15,000.00). All such documentation must be provided to the Company to verify associated costs.
  - ii) When the Pilot leases his primary residence at his previous Domicile, the usual and customary costs associated with breaking a lease up to a maximum of two thousand dollars (\$2,000.00). A copy of such lease must be provided to the Company.

#### **.04 PERSONAL EXPENSES**

**A** Pilot will be able to claim expenses for any move as per Section 21-3 (INVOLUNTARY MOVE) and provided the actual move takes place no later than two (2) Years after **the** commencement of duties at the changed Base. The Pilot will be reimbursed by the Company for meal allowances as per Section 12 (MEALS), hotel or motel allowances and mileage allowance if applicable, (when traveling by automobile) incurred by himself, spouse and his dependents during the period of transportation to his new Base. Additionally, reasonable current living expenses for himself, spouse and his dependents at **the** new Base will be allowed for a period **up to** fourteen (14) Days. Such expenses shall specifically include current meal allowance as specified in Section 12 (MEALS) for the Pilot, spouse and each dependant family member, hotel room(s) as necessary for the Pilot and/or his family with a limit of four persons per room, and reasonable laundry/dry cleaning expenses supported by receipts. Under extenuating circumstances, the Vice-president, Flight Operations can authorize further special arrangements.

**SECTION 22**  
**DATA RECORDERS**

**22-1 GENERAL**

- .01 For the purposes of this Section, the term "Data Recorders" shall mean:
- (i) Cockpit Voice Recorders (CVR's)
  - (ii) Flight Data Recorders (FDR's).
  - (iii) Quick Access Recorders (QAR)
  - (iv) Central Maintenance System (CMS)
  - (v) ARINC Communication Addressing and Reporting System (ACARS)
  - (vi) Video Recordings
  - (vii) Aircraft Integrated Data System (AIDS)
- .02 Subject to the obligations of the Company and the Association to comply with applicable government regulations, data or other information obtained from any type of Data Recorder will only be **used** for incident or accident investigation purposes, except as provided for in Section 22-1.03.
- .03 The parties recognize that information from Flight Data Recorders can be used to enhance flight safety and offer economic savings through preventative maintenance as well as to provide relevant information to assist in accident reconstruction. However, it is agreed that information obtained from Flight Data Recorders **will not be used**:
- (a) By the Company to monitor individual Pilot judgment, ability, performance or technique in operating any aircraft. This does not preclude the **use** of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the Association.
  - (b) By the Company in any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against any Pilot or for the development of information leading to such proceedings.
  - (c) By **the** Company as a means of seeking out information for **use** in any disciplinary, suspension, discharge or termination action to be taken by the Company. However, data from such equipment may be used to substantiate information obtained from other sources.
- .04 In the event of an incident or accident investigation, the Company may not release any data or other factual information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association as well as either the Pilot(s) involved or his (their) estate(s).

**SECTION 22**  
**DATA RECORDERS**

- .05 It is agreed that no program to read routinely recorded information from Flight Data Recorders, except for maintenance purposes, will be introduced without mutual agreement between the Company and the Association.
- .06 The Company shall use its best efforts to ensure the security of all data or other information obtained from Data Recorders against unauthorized removal and/or playback.
- .07 No Data Recorders will record specific Pilot identification designators.
- .08 Where any Data Recorder (other than a completely erased Cockpit Voice Recorder) is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Association and all Pilot crewmembers involved in the incident or accident.
- .09 In the event of an incident or accident investigation, the use of data or other information from any data recorder shall be strictly limited to the following:
- (i) Incident or Accident investigators from the appropriate official government agency.
  - (ii) Accredited Association representatives.
  - (iii) Company representatives comprising the investigating team and Senior Flight Operations Management.
- .10 The Cockpit Voice Recorder shall have a means to be erased at the end of each flight and will be completely erased prior to removal for maintenance purposes. The Captain shall always retain the right to carry out a complete erasure at the end of any incident ~~free~~ or accident free flight, except where prohibited by law.

## **SECTION 23**

### **LEGAL**

#### **23-1 DEFENSE**

The Company agrees to defend all Pilots and their estates in any legal actions arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered thereunder save in the case of gross negligence or wilful misconduct.

#### **23-2 PILOT COSTS**

No Pilot shall be required to pay for the **use** of any Company equipment used in the personal training required by the Company, and no Pilot shall be required to pay damage costs of airplanes or equipment damaged in the service.

#### **23-3 ESTATE SETTLEMENT**

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

#### **23-4 PILOT FILES**

- .01 All **files** kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for his examination in the presence of a member of management. The Pilot will also be provided either by hand or by registered mail, a copy of any material of a negative or unfavourable nature. If the Pilot chooses to respond to any material(s) on his file(s), the response(s) shall be kept on his personal **file** with the material **to** which it refers.
- .02 Material not related to technical competency will be removed from a Pilot's file(s), upon request, after two (2) Years, and will be deemed inadmissible as evidence in **any** disciplinary proceedings provided there is no reoccurrence of the same nature.

**SECTION 24**  
**INVESTIGATIONS**

**24-1 INCIDENTS OR ACCIDENTS**

- .01 The ACR CASC **must** be notified by the company as soon as possible of any accident requiring notification of the Transportation Safety board Canada (TSBC). The CASC will furnish current contact methods and telephone numbers to the company. Although not required, the Company will endeavour to notify the CASC of all TSBC reportable incidents.
- .02 Where a Pilot is involved in an accident or incident related to the operation of an aircraft while on duty, he may be held out of service pending the outcome of any investigations into the accident or incident undertaken by the Company, Transport Canada or both.
- .03 In order to hold a Pilot out of service, the Pilot must be so notified by the Vice President, Flight Operations or other Management Pilot that he may designate. In addition, within seven (7) Days, notification must be provided to the Pilot in writing along with the reasons therefore, with a copy forwarded to the Association.
- .04 While, pursuant to .02 above, a Pilot is held out of service pending the outcome of an investigation, he shall be paid in accordance with his regular scheduled duty.
- .05 In cases involving aircraft accidents, a Pilot will not be required to commit himself orally or in writing to officials of the Company for a period of twenty-four (24) hours following the accident unless the following conditions have been met:
- (a) He has the opportunity to be represented by **the** Association (or IFALPA if outside Canada) and,
  - (b) He has been afforded the opportunity of a medical examination by a medical examiner approved by the Association (or IFALPA if outside Canada) and the Company.
- .06 In cases involving aircraft incidents, Pilots who are held out of service under the terms of .02 above will not be required to commit themselves orally or in writing to officials of the Company for a period of twenty-four (24) hours following the incident unless they have the opportunity to be represented by the Association (or IFALPA if outside Canada).
- .07 Where the investigation is undertaken by the Company, the Officers involved shall make every attempt to issue a final report within three (3) months.

**SECTION 24**  
**INVESTIGATIONS**

- .08 Both the Pilots involved and the Association will be given the opportunity to participate fully in the investigation, will be informed on the course of such investigation and will be provided with a copy of any interim or final reports resulting there from.
- .09 Throughout this procedure, the Pilot involved and/or his designated representative(s) may, upon request, and in conjunction with a designated representative of the Company, review any information contained in his files.
- .10 Where disciplinary or discharge action is considered following the issuance of an incident or accident investigation report satisfactory to the Company, the provisions of Section 25-1 (DISCIPLINE/DISCHARGE) shall be applied from the date of issue of such report.

**24-2 ACCIDENT INVESTIGATION**

- .01 The Company will promptly notify the Association of all TSBC accident investigations involving Company Pilots. The Company will grant immediate Association Release for up to four (4) Pilots designated by the MEC Central Air Safety Committee (CASC) Chairman to participate in the aircraft accident investigation. The MEC will take all steps necessary to assist the Company in covering their scheduled trips.
- .02 The Company and the Association representatives who are members of any TSBC Accident Investigation team will cooperate fully in the interests of safety.
- .03 A Pilot requested or required by the Company, or an appropriate government agency, to participate in an aircraft accident investigation involving Company aircraft will do so without loss of pay. The Company will provide positive space passes on Company aircraft, and interline passes in accordance with the pass policies of the interline carrier.



**SECTION 25**  
**DISCIPLINE/DISCHARGE**

**25-1 DISCIPLINE/DISCHARGE**

- .01 All disciplinary or discharge actions must be for just and proper cause.
- .02 Where disciplinary or discharge action is considered, the Pilot involved may, where necessary be held out of service pending investigation for a maximum of seven (7) Calendar Days to provide the Company with sufficient time to investigate and consider all factors.

**Note:**

The time period stipulated above may be extended by mutual agreement between the Company and the Association.

- .03 During any investigations or hearings the Pilot involved may request the presence of a representative(s)
- .04 Any investigations or hearings shall be held at the Pilot's Base whenever practicable. At any investigation(s) or hearing(s), all representatives and/or witnesses who are employees of the Company shall be given time off, subject to the requirements of the service and space available transportation. Pilots appearing as witnesses or representatives under this Sub-Section will be paid in accordance with his regular scheduled duty.
- .05 When disciplinary or discharge action is taken, the Pilot will be so notified in writing, with a copy to the Association, stating the precise charge or charges, and the nature of the action taken.
- .06 Pursuant to .02 and .05 above, any Pilot held out of service prior to such written notification shall be paid in accordance with his regular scheduled duty.
- .07 Where any disciplinary action includes suspension without pay, any suspension time may include the time held out of service. Any time held out of service without pay shall be deducted from the penalty or discipline assessed. If a Pilot has been held out of service without pay for a longer period than the penalty or discipline assessed, an adjustment shall be made to provide for such loss of pay.
- .08 During the period of his suspension the Pilot shall be entitled to bid on any Vacancy or displacement bulletins so that when and as relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.
- .09 A Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 26 (GRIEVANCES).

**SECTION 25**  
**DISCIPLINE/DISCHARGE**

**Note:**

Grievances under the provisions of paragraph .09 above may be initiated at any step of the Grievance or Arbitration procedures by mutual agreement between the Company and the Association.

## **SECTION 26**

### **GRIEVANCES**

#### **26-1 INITIATION**

- .01 Prior to filing a grievance, the Pilot(s) having a complaint should, together with an Association representative if desired, discuss such complaint with the appropriate Regional Manager, and/or the Director, Flight Operations, who will make every effort to resolve ~~the~~ complaint.
- .02 A Pilot who has a grievance, or group of Pilots having a grievance dealing with the same issue, including any grievance with respect to the interpretation, application, or alleged violation of this Agreement, shall deal with the grievance in accordance with the procedures as specified in Section 26-2 through Section 26-6 below.
- .03 Grievances may be initiated by the Association on behalf of its members or on its own behalf.

#### **26-2 HEARINGS**

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

.01 **Step One:**

A Pilot who has a grievance, or group of Pilots having a grievance dealing with the same issue, shall present it in writing within thirty (30) Days of the occurrence or awareness of the occurrence to the Regional Manager. (fifteen [15] Days in matters regarding the awarding of Positions, discipline or discharge). The Regional Manager or his designated representative shall hold a hearing upon the grievance at a mutually convenient time within ten (10) Calendar Days of the presentation of the grievance, and render his decision in writing not later than on the tenth (10th) Calendar Day following the above mentioned hearing.

.02 **Step Two:**

If the decision of ~~the~~ Regional Manager or his designated representative is not acceptable to ~~the~~ grievor(s) or is not rendered within ten (10) Calendar Days, then the grievance shall be submitted in writing to the Director, Flight Operations, within fifteen (15) Calendar Days of the receipt **of the** decision, or as the case may be, within twenty-five (25) Calendar Days from the time the above mentioned hearing took place. The Director, Flight Operations, shall hold a hearing upon the grievance at a mutually convenient time within ten (10) Calendar Days of the receipt of the grievance, and shall render his decision in writing not later than on the tenth (10th) Calendar Day following the grievance hearing.

## **SECTION 26**

### **GRIEVANCES**

If the ten (10) Day time limits outlined in .02 above are not complied with, the Association may proceed to Arbitration.

It is agreed that the Company Official named or designated pursuant to 26-2.01 and .02 will not hear both step one and step two.

- .03 It is agreed by the parties hereto that the period of time for submission of grievances, holding of hearings and rendering of decisions established in this Section, shall be considered as maximum periods unless extensions shall have been mutually agreed upon and that when grievances, hearings, and decisions can be handled in a time period of less than the maximum stipulated every effort will be made to so expedite the case(s).

### **26-3 GRIEVORS RIGHTS/REPRESENTATIVES**

- .01 At any hearing held throughout these grievance procedures, the grievor(s) shall have the right to be represented by the Association.
- .02 The grievor(s) and the Company shall be given every opportunity to adduce evidence, make representations and present, examine and cross-examine witnesses.
- .03 Throughout these procedures, the grievor(s) may, together with their representative(s) review any information contained in his (their) personal file(s) or any document which **the** Company has introduced at any step of these procedures.
- .04 On request, the Company shall provide the grievor(s) and the Association two (2) copies each of all such documents.

### **26-4 WITNESSES**

At any hearing(s) held throughout the grievance procedures, all witnesses and representatives who are employees of the Company shall be given time off, subject to the requirements of service and space available transportation. Pilots appearing as witnesses under this Sub-Section will be paid in accordance with his regular scheduled duty.

**SECTION 26**  
**GRIEVANCES**

**26-5 RESULTS**

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

**26-6 REFERRAL TO ARBITRATION**

- .01 If any grievance is not settled in accordance with the procedures set forth in Section 26-2 through Section 26-5 above then such grievance may be referred by the Association or the Company to Arbitration, as provided for in Section 27-1 through Section 27-7 (ARBITRATION).
- .02 The Notice of Intention to proceed to Arbitration shall **be** made in writing to the Vice-President, Flight Operations within thirty (30) Calendar Days of the decision at Step Two (2), or within thirty (30) Calendar Days from the date such decision should have been rendered.
- .03 Such notice shall state the matter in dispute, the Section(s) alleged to have been violated, and the nature of the relief or remedy sought.

## **SECTION 27**

### **ARBITRATION**

#### **27-1 BOARD ESTABLISHMENT**

- .01 A Board of Arbitration shall be established when required and shall consist of one (1) member appointed by the Association, one (1) member appointed by the Company, and one (1) Chairman appointed by agreement between the appointees of the Association and the Company, or failing such agreement, by the Minister of Labour at the request of either appointee.

**Note:**

If Pilot competency is the issue of the arbitration, it may be mutually agreed by the Company and the Association that their respective Board appointees will be persons having expertise in the field of Pilot competency, and who are not employed by the Company.

- .02 The Company and the Association may, by mutual consent, submit any matter to a single arbitrator for determination in accordance with the provisions of this Arbitration Section.
- .03 In the event that a member of the Arbitration Board resigns, dies or otherwise is unable to remain a member of the panel, the party who appointed him or, in the case of the Chairman, the other two appointees shall replace him as soon as possible in the same manner as set out herein above.
- .04 Each party must appoint its member to the Board within fifteen (15) Calendar Days of receipt of a written submission to arbitration pursuant to Section 26 (GRIEVANCES-REFERRAL TO ARBITRATION)
- .05 The Arbitration Board, once established, shall make every effort to expedite the Arbitration proceedings.

#### **27-2 BOARD JURISDICTION**

- .01 The Board shall have jurisdiction to consider any matter properly submitted to it under the terms of this Agreement (including whether a matter is arbitrable or not). The Board shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- .02 The Board shall establish its own procedures having due regard to the requirements of natural justice and equity.
- .03 The Arbitration Board may extend the time limits for the taking of any step in the Grievance or Arbitration procedures, notwithstanding the expiration of such time

## **SECTION 27**

### **ARBITRATION**

limits, where the Arbitration Board is satisfied that there are reasonable grounds for the extension.

- .04 The Arbitration Board shall have the discretion to cure any defect of procedure, having due regard for natural justice and equity.
- .05 The Board shall, in the case of a grievance involving the application, interpretation or alleged violation of the Agreement, have the authority to render any decision that it considers just and equitable.
- .06 The Board shall, in the case of disciplinary or discharge grievances, have the authority to determine whether the disciplinary or discharge action taken by the Company was for just and proper cause. The Board may render such orders as it considers just and equitable, including, but without limiting the generality of the foregoing, the exoneration and reinstatement of the grievor, the reduction or modification of the discharge or discipline, and the compensation of the grievor.
- .07 The Arbitration Board shall have the jurisdiction, at any time before rendering a final decision, to make any interim or interlocutory decision which it considers just and equitable. Without limiting the generality of the foregoing, it shall have the jurisdiction to make decisions regarding the rights of the parties, **the** interpretation of the Agreement or the reinstatement of an employee and to reserve its jurisdiction on questions of quantum, damages, remedies, interest, restitution or amounts owing.
- .08 The Arbitration Board shall have the authority to determine whether a stenographic report is to be taken of **the** hearing, in whole or in part.
- .09 The provisions of this Arbitration Sub-Section shall not in any way limit, restrict or abridge any rights or privileges accorded either party according to the law.

#### **27-3 BOARD EXPENSES**

The expenses incurred by the Board Chairman or the single Arbitrator shall be borne equally by each party. Each **party** shall assume the expenses incurred by its own appointee.

#### **27-4 ASSOCIATION RIGHTS/REPRESENTATIVE**

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

**SECTION 27**  
**ARBITRATION**

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

**27-5 WITNESSES**

At any hearing(s) held throughout the Arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time ~~off~~ subject to the requirements of service and positive space transportation. Pilots appearing as witnesses or representatives under this Sub-Section will be paid in accordance with his regular scheduled duty.

**27-6 BOARD DECISION**

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

**27-7 MEDIATION/ARBITRATION**

At any stage of the grievance procedure the parties may mutually agree to assign **any** matter in dispute to the procedure set out below:

- .01 A list of arbitrators shall be agreed upon between the parties, and included in Appendix "B".
- .02 The choice of arbitrator shall be by mutual agreement from the list above.
- .03 The disputed cases shall be numbered and heard in order of their becoming a dispute. A maximum of three **(3)** cases shall be heard at any one hearing.
- .04 The hearings shall be held at a location agreed to by the parties.



**SECTION 27**  
**ARBITRATION**

- .05 Grievances shall be presented during mediation/arbitration by a designated representative of the Association and a designated representative of the Company, who shall not be a lawyer.
- .06 The parties, through their respective representatives, will attempt to agree on a written statement of facts in the dispute prior to the hearing. In the event that the parties are unable to agree on a written statement of facts, each shall provide to the other at least **five (5)** Days prior to a hearing hereunder, a written outline of the evidence they intend to present of sufficient particularity to permit the other to prepare for the hearing.
- .07 Where possible, the arbitrator shall attempt to mediate a settlement between the parties. The arbitrator shall determine his/her own practice and procedures but shall give full opportunity to the parties to a hearing to present evidence and make submissions.
- .08 In the event that the arbitrator determines that a written decision is necessary, such decision shall be brief and to **the** point.
- .09 The decision of the arbitrator shall be binding on both parties.

## **SECTION 28**

### **PENSION PLAN**

#### **28-1 PENSION PLAN**

The Air Ontario defined benefit pension plan will remain in effect for the duration of this Agreement, without change to current contribution rates (5% employee contribution) and benefit formula (2% FAE/max 35 years/max \$1722 per year of service). This plan will become the Air Canada Regional Inc. defined benefit pension plan for Pilots effective January 1, 2004. The normal retirement age in the ACR defined benefit pension plan will be age 60. The deferred retirement age in the ACR defined benefit pension plan will be age 65. The date for future service accrual for all Pilots joining the ACR pension plan as of January 1, 2004, other than the current members of the Air Ontario plan, will be January 1st, 2004.

Each AirBC Pilot will retain his earned benefits (accrual at January 1, 2004 based on FAE age 60) under the AirBC plan, and as of January 1, 2004 will commence earning pensionable service in the Air Canada Regional Inc. plan. The eventual retirement benefit will be composed of benefits earned under the AirBC plan and benefits earned under the Air Canada Regional plan. The Company and the Association agree to meet and discuss the various administrative and regulatory issues related to the transition of AirBC Pilots to the Air Canada Regional Pilot pension plan.

An Air Nova Pilot will have the option of retaining his current Group RRSP program at the current contribution levels until January 1, 2004 or joining the Air Canada Regional defined benefit pension plan as of January 1, 2002 or as of January 1, 2003. In any event, all former Air Nova Pilots will be enrolled in the ACR defined benefit pension plan effective January 1, 2004.

Canadian Regional Pilots will have the option of joining the ACR defined benefit pension plan as of January 1, 2002 or as of January 1, 2003. In any event, all former CRA Pilots will be enrolled in the ACR defined benefit pension plan effective January 1, 2004. CRA Pilots who do not wish to join the defined benefit pension plan prior to January 1, 2004 will commence contributing to the Company sponsored defined contribution plan (5% matching) effective January 1, 2002. CRA Pilots that are fully vested in their current defined contribution plan will be deemed to be fully vested in the ACR defined contribution plan upon enrolment. CRA Pilots that are not fully vested in the CRA defined contribution plan will get credit for time as a plan member in the CRA pension plan for the vesting requirements in the ACR defined contribution plan.

Pilots hired after January 1, 2002 will become members of the Air Ontario defined benefit pension plan.

The normal retirement age for all ACR Pilots shall be age sixty (60). Retirement may be deferred beyond age sixty (60) but not later than age sixty-five (65). The Association and

**SECTION 28**  
**PENSION PLAN**

the Company agree to meet and resolve the necessary conditions and/or restrictions related solely to Equipment bidding and schedule bidding that may be required to accommodate post-age 60 Pilots.

Any issues that arise with respect to standardizing the conversion to the ACR defined benefit pension **plan** will be dealt with through expedited mediation/arbitration.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 1**

**RE: Workplace Language**

WHEREAS, The parties recognize that Air Canada Regional Inc. is subject to provisions of ~~the~~ Official Languages Act and,

WHEREAS, it is recognized that Air Canada Regional Inc. employs pilots whose first language is either French or English and,

WHEREAS, Air Canada Regional Inc. recognizes that, as a Canadian Air Carrier operating throughout Quebec and the rest of Canada there is a requirement to conduct it's business in both Official languages and,

WHEREAS, Air Canada Regional Inc. respects that the language of work for the merged Carriers is carried out in both Official languages and,

WHEREAS, communications will be determined based on the abilities of those involved in the communication,

THEREFORE, Air Canada Regional Inc. commits to the following,

1. Ensure that the day-to-day communications either verbally or in writing will be consistent with the current Air Nova present practice in French and English including manuals, publications, bulletins, forms, etc.
2. Where the Company deems that a pilot is in need of proficiency in the English or French language, it shall provide suitable language instruction at the Company's expense until it deems such proficiency is attained, and all such instruction shall be credited as flight duty time.
3. Where a grievance has been filed pursuant to this collective Agreement the association shall have the right to determine whether the matter, up to and including arbitration, shall be conducted in the English or the French language.
4. Communications with ATC where available may be carried out in French provided both pilots have agreed.
5. Ensure that all training courses, whether held in Quebec or elsewhere, will be consistent with the present Air Nova practice, be held in French and/or English

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

and where possible a bilingual instructor will be available for all training courses where a pilot so requested.

6. Ensure that personal written communications to an employee will be in English or French as indicated by the pilot's choice.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 12th day of February, 2002

For AIR CANADA REGIONAL INC.

For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL

\_\_\_\_\_  
**Joe Randell**  
President, CEO, Air Canada Regional

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Duane E. Woerth, President  
Air Line Pilots Association, International

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Kevin Howlett  
Vice-president, Labour Relations and  
Corporate Safety

\_\_\_\_\_  
Captain B.K. Shury  
Chairman, ALPA ACR Negotiating  
Committee

\_\_\_\_\_  
Captain Grant Warner  
Vice President, Flight Operations

\_\_\_\_\_  
Steve Linthwaite  
MEC Chairman Air Ontario

\_\_\_\_\_  
Colin Copp  
Director, Flight Operations

\_\_\_\_\_  
Nick DiCintio  
MEC Chairman Air Nova

\_\_\_\_\_  
Robert Demchuk  
Manager, Labour Relations East

\_\_\_\_\_  
Piero Orlak  
MEC Chairman Canadian Regional

\_\_\_\_\_  
**Terry McTeer**  
MEC Chairman Air BC

\_\_\_\_\_  
Albert Leger  
Contract Administrator ALPA

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 2**

Letter of Understanding  
Between  
The Airline Pilots in the service of Air Canada Regional Inc.  
As represented by the  
Air Line Pilots Association, International (the "Association")  
And  
Air Canada Regional Inc. (the "Company")

**RE: AGE 60 CAPTAIN**

WHEREAS the parties recognize that Air Canada Regional Inc. employs Captains over ~~the~~ age of 60 or who shall reach the age of 60 during the currency of this Letter of Understanding, and

WHEREAS the parties agree that, at a Pilot's discretion, he may fly up to the age of 65, and

WHEREAS it is recognized that there are current Federal Aviation Administration restrictions for Captains over the age of 60 to fly into the United States of America,

THEREFORE, the following conditions will apply to Captains between the ages of 60 and 65 (referred to in this Agreement as the Age 60 Captain) where the Pairings in a Position held by the Age 60 Captain contain any transborder flying:

1. The Age 60 Captain must bid a monthly Block, which consists solely of domestic Pairings and will be excluded from bidding Reserve Duty Periods.
2. The Company will take all reasonable steps to ensure that the monthly Bid Package with respect to any Age 60 Captain's Position provides sufficient domestic Pairings for bidding purposes.
3. An Age 60 Captain unable to hold a Block containing solely domestic Pairings will be assigned a Reserve Block. If more than one Age 60 Captain exists in a Position, then the Seniority of the Age 60 Captains shall govern when assigning an age 60 Captain a Reserve Block.
4. The Company may assign domestic Pairings out of Seniority to Age 60 Captains assigned a Reserve Block. When assigning domestic Pairings to Age 60 Captain(s) the rights of "passing" and "call last" shall only exist amongst the Age 60 Captains in order of

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

Seniority. The Age 60 Captain will not have the ability to “pass” domestic Pairings to non Age 60 Captains.

5. An Age 60 Captain who is not frozen under the provisions of Section 5-12 (GENERAL PROVISIONS GOVERNING VACANCIES) and is assigned a Reserve Block in accordance with paragraph 3 above shall be guaranteed for pay purposes a minimum monthly guarantee equal to the monthly block average for his Position.

6. If, after a consecutive six month period, an Age 60 Captain cannot hold a domestic Flying Block (Full Blockholder) he/she will be required to choose one of the following options or, at the Company’s discretion, will remain in his/her current Position with respect to the provisions of paragraphs 1 to 5 above:

a) The Age 60 Captain will bid a Captain Position Vacancy that will allow the Pilot to hold a domestic Flying Block (Full Blockholder). The Age 60 Captain will be entitled to the provisions of Section 21-3 (INVOLUNTARY MOVE), or

b) If another Equipment type exists on the Base that will allow the Age 60 Captain to hold a domestic Flying Block (Full Blockholder), the Age 60 Captain shall be awarded a Captain Position created on that Equipment by the Company. The filling of this Position shall not cause a corresponding displacement of the junior Pilot in the Position, or

c) The Age 60 Captain will remain in his Position and will Bid as a First Officer and will be awarded a First Officer Flying Block (Full Blockholder). In this case the Age 60 Captain will be paid as a Captain. The awarding of the First Officer Flying Block shall not cause a corresponding displacement of the junior First Officer in the Position. This practice shall continue on a monthly basis until the Age 60 Captain is able to hold a domestic Captain Flying Block (Full Blockholder) in his Position., or

d) The Age 60 Captain will remain in his Position and agrees to waive the provisions of Section 8-40 .05 (ii) (DRAFTING). In this case the Age 60 Captain will be paid as a Captain.

In the case of c) and d) above the Age 60 Captain will not be restricted from bidding any Captain Position Vacancy that allows the Pilot to hold a domestic Flying Block (Full Blockholder). In addition, the Age 60 Captain will not be restricted from bidding any First Officer Vacancy.

7. In the event of the Federal Aviation Administration restrictions are altered during the currency of this Letter of Understanding the definition of Age 60 Captains shall be amended accordingly.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

8. This Letter of Understanding shall form a part of the Collective Agreement and shall run concurrently with the Collective Agreement.
9. For greater clarity, all other provisions of the Collective Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 20th day of March 2002.

For AIR CANADA REGIONAL INC.

For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL

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Duane E. Woerth, President, ALPA

\_\_\_\_\_  
Captain Grant Warner  
Vice President, Flight Operations

\_\_\_\_\_  
Captain B.K. Shury  
Chairman, ALPA ACR Negotiating  
Committee

\_\_\_\_\_  
Colin Copp  
Director, Flight Operations

\_\_\_\_\_  
Captain Nick DiCintio  
MEC Chairman, ACR

\_\_\_\_\_  
Robert Demchuk  
Manager, Human resources

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Michael Balogh  
Contract Administrator, ALPA

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Bert Leger  
Contract Administrator, ALPA



**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 3**

Letter of Understanding  
Between  
The Airline Pilots in the service of Air Canada Regional Inc.  
As represented by the  
Air Line Pilots Association, International (the "Association")  
And  
Air Canada Regional Inc. (the "Company")

**RE: ACR Position Bid #1**

WHEREAS the Parties to this Letter of Understanding recognize that it is imperative that all known issues with respect to the posting of the Vacancy and Reduction Bulletins by Air Canada Regional Inc. **are** dealt with in a forthright and responsible manner, and

WHEREAS the Parties agree that if there is any material change to the current ACR Vacancy and Reduction Bulletins posted March 8, 2002 that said Bulletins must be reposted, and

WHEREAS the Company has indicated to the Association that the information contained in **the** current Vacancy and Reduction Bulletins posted March 8, 2002 has changed in some respects, and

WHEREAS, the Company and the Association understand that the successful completion of the current Position Bid and subsequent Bid Awards will require some relief from certain provisions of Section 5 (FILLING OF ASSIGNMENTS) of the ACR Collective Agreement,

THEREFORE, the Company and **the** Association have agreed:

1. The current Vacancy and Reduction Bulletins shall be reposted immediately as per Section 5-2 and Section 5-5 of the ACR Collective Agreement.
2. Notwithstanding Section 5-2 .03 **e)** (FILLING OF ASSIGNMENTS) and Section 5-5 .01 **f)** (FILLING OF ASSIGNMENTS), all Pilots will be afforded **the** opportunity to change their Standing Bid and the revised Standing Bid Form shall be submitted to the appropriate Regional Manager no later than April 5, 2002 at 17:00 EST.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

3. All Bid Awards shall be issued by the Company no later than April 10 at 17:00 EST.
4. Notwithstanding the provisions of Section 5-2 .02 (FILLING OF ASSIGNMENTS) and Section 5-2 .07 (FILLING OF ASSIGNMENTS) the Company, by mutual agreement of the Crew Requirement Committee (CRC), may assign up to a total of seven (7) Pilots to Training to commence between the dates of April 1- 8, 2002. These Pilots will remain in their Positions and will be provided their appropriate Bid Awards on April 10, 2002 commensurate with the provisions **of** the Collective Agreement and the Adams Seniority Arbitration.
5. This Letter of Understanding shall only apply to the revised Vacancy and Reduction Bulletins to be posted no later than March 27, 2002 at 17:00 EST.
6. This Letter of Understanding shall form a part of the Collective Agreement and shall run concurrently with the Collective Agreement.
7. For greater clarity, all other provisions of the Collective Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 27th day of March 2002.

For AIR CANADA REGIONAL INC.

For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL

\_\_\_\_\_  
Captain Grant Warner  
Vice President, Flight Operations

\_\_\_\_\_  
Captain Duane Woerth  
President, ALPA

\_\_\_\_\_  
Mr. Colin Copp  
Director, Flight Operations

\_\_\_\_\_  
Captain Nick DiCintio  
MEC Chairman, ACR

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 4**

Letter of Understanding  
Between  
The Airline Pilots in the service of Air Canada Regional Inc.  
As represented by the  
Air Line Pilots Association, International (the "Association")  
And  
Air Canada Regional Inc. (the "Company")

**RE: YUL RJ Training April 2002**

WHEREAS the Parties agree that it is clearly in both the Company's and the Association's interest to participate in Pilot Training programs that provide the highest quality and standard of training, and

WHEREAS the Company has indicated to the Association that the Bombardier RJ Training Program may present certain challenges with respect to consistency with the provisions of Section 7 and Section 8 of the Collective Agreement, and

WHEREAS, the Company and the Association understand that Pilot Training Candidates enrolled in the April 2002 Bombardier RJ Training Program have been subject to training conditions and timelines that are outside what ~~the~~ Collective Agreement contemplates,

THEREFORE, the Company and the Association have agreed the following will apply to Captain William Wilcox, Captain Ken Smith, Captain Brad Somers, First Officer Frank Van Grunsven, First Officer Andrew Galloway, First Officer Alain Ozkan and First Officer Bruce Campbell:

1. All scheduled credits in excess of eighty-five (85) for the month of April 2002 shall have a draft credit applied as per Section 8-21 (DRAFT PENALTY CREDITS) of the Collective Agreement.
2. In addition to the above, any credits in excess of ninety (90), flown or scheduled, shall have a double time credit applied.
3. **Any** Days off below the minimum specified in the Collective Agreement shall be replaced in the next Bid Period at the rate of four point five **(4.5)** credits per Day.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

4. The Pilots above shall be granted one of the following options with respect to Days off between the period of April 20, 2002 and April 30, 2002:
  - a) All Days off required to meet the minimum specified in Section 7 and Section 8 of the Collective Agreement shall be taken between April 20, 2002 and April 30, 2002 or,
  - b) The remainder of the April YUL Training Schedule shall be designed to afford each Pilot the opportunity for two (2) Days off followed by every five (5) Day period of Training. The Pilots shall be deadheaded between their Domicile and YUL on Day five (5) and on Day one (1) or at their request.
5. The Pilots listed above shall not be subject to Section 7-4 (FAILURE to QUALIFY – CONVERSION/STATUS CHANGE) after an initial failure to qualify as per Section 7-3 (FAILURE TO QUALIFY). The provisions of Section 7-4 (FAILURE to QUALIFY – CONVERSION/STATUS CHANGE) will be triggered by any additional failure to qualify.
6. This Letter of Understanding shall form a part of the Collective Agreement and shall run concurrently with the Collective Agreement.
7. For greater clarity, all other provisions of the Collective Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 17th day of April 2002.

For AIR CANADA REGIONAL INC.

For the AIR LINE PILOTS  
ASSOCIATION. INTERNATIONAL

\_\_\_\_\_  
Captain Grant Warner  
Vice President, Flight Operations

\_\_\_\_\_  
Captain Duane Woerth  
President, ALPA

\_\_\_\_\_  
Mr. Colin Copp  
Director, Flight Operations

\_\_\_\_\_  
Captain Nick DiCintio  
MEC Chairman, ACR

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 5**

Letter of Understanding

Between

The Airline Pilots in the service of Air Canada Regional Inc.

As represented by the

Air Line Pilots Association, International (the “Association”)

And

Air Canada Regional Inc. doing business as Air Canada Jazz (the “Company”)

**RE: ALPA Time Bank**

WHEREAS the parties to this Letter of Understanding recognize that the merger of four airlines presents many challenges with respect to the implementation and administration of Collective Agreement No.1, and

WHEREAS the parties agree that it is clearly in both the Company’s and the Association’s interest to ensure that all issues with respect to the implementation and administration of the Collective Agreement are dealt with in a timely responsible, and amicable manner, and

WHEREAS the parties have agreed to the establishment of an ALPA Time Bank, in addition to the flight release provisions in Section 3 of the Collective Agreement, to be administered by the ALPA ACJ MEC in conjunction with the Company, and

WHEREAS the parties agree that the establishment of the new Time Bank provisions in no way modify the existing flight release provisions or entitlements that exist in Section 3-11 (Flight Release – General).

THEREFORE, the Company and the Association have agreed to the following:

1. An ALPA Time Bank shall be established with an initial allotment of one thousand (1000) credits. Time Bank Credits may be added or withdrawn at any time by mutual agreement of the parties. The Time Bank will be drawn down at four point five (4.5) credits per flight release day, which is scheduled in advance and identified on the pilots block award as “ATB”.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

2. The ALPA Time Bank shall be controlled by the ACJ MEC and administered jointly by the ACJ MEC and the Company, with the understanding that the ALPA credit entitlements established pursuant with Section 3-11 (Flight Release – General) will remain separate and are not transferable to the ALPA Time Bank.
3. The ALPA Time Bank shall be used for the sole purpose of pre-programmed flight release, in addition to those established in Section 3-11 (Flight Release – General), prior to the bid period that the ACJ MEC deems appropriate.
4. All ad hoc and all flight releases which are not pre-programmed, scheduled in the pilots block award, will be handled pursuant with the provisions of Section 3-11 (Flight Release -General).
5. The ACJ MEC shall advise Crew Planning no later than the 5<sup>th</sup> of each month of all known pre-programmed flight release requirements that will be drawn from the ALPA Time Bank, in addition to the flight release credits that are pre-programmed pursuant with Sections 3-11.07, .08, .09 and.11.
6. The maximum withdrawal from said ALPA Time Bank shall not exceed four hundred (400) credits in any given month without the mutual consent of the Parties.
7. The Company may limit the use of the ALPA Time Bank in any given month to 85 credits per position for reasons of operational integrity.
8. The Time Bank will not be used to provide flight release from any events such as training, line checks, line-in-doc or Company ground related activities.
9. By the last day of each quarter (March, June, September, December), the Company and the Association shall review the ALPA Time Bank and update or correct the balance as required.
10. This Letter of Understanding shall form a part of the Collective Agreement and shall run concurrently with the Collective Agreement.
11. For greater clarity, all other provisions of the Collective Agreement shall apply.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 11th day of July, 2002.

For AIR CANADA REGIONAL INC.

For the **AIR** LINE PILOTS ASSOCIATION,  
INTERNATIONAL

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**Colin L. Copp**  
Vice President Labour Relations &  
Corporate Safety

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**Captain Duane E. Woerth**  
President, ALPA

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**Captain Grant Warner**  
Vice President, Flight Operations

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**Captain Nick DiCintio**  
MEC Chairman, ALPA **ACJ**

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**Captain Taylor Sebastian**  
Director, Flight Operations

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**Captain Rob Simerson**  
.Chairman, ACJ Grievance Chairman

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**Robert Demchuk**  
Manager, Human Resources

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**Michael Balogh**  
Contract Administrator

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 6**

Letter of Understanding

Between

The Airline Pilots in the service of Air Canada Regional Inc.

As represented by the

Air Line Pilots Association, International (the "Association")

And

Air Canada Regional Inc. (the "Company")

**RE: May 1<sup>st</sup> – May 25<sup>th</sup> 2002 Bombardier Regional Aircraft Division (BRAD) RJ  
Conversion Training**

WHEREAS, the Company and the Association understand that Pilot Training Candidates enrolled in the May 2002 **BRAD RJ** Training Program have been subject to training conditions and timelines that are outside what the Collective Agreement contemplates, and

WHEREAS the Parties agree that it is clearly in both the Company's and the Association's interest to participate in Pilot Training programs that provide the highest quality and standard of training, and

WHEREAS the Company has indicated to the Association that the BRAD RJ Training Program may present certain challenges with respect to consistency with the provisions of Section 7 and Section 8 of the Collective Agreement,

THEREFORE, the Company and the Association have agreed that all Pilots who commenced training in the month of May 2002 will be subject to the following:

1. All scheduled credits in excess of eighty-five (85) for ~~the~~ month of May 2002 shall have a draft credit applied as per Section 8-21 (DRAFT PENALTY CREDITS) of the Collective Agreement.
2. In addition to the above, any credits in excess of ninety (90) for the month of May 2002, flown or scheduled, shall have a double time credit applied.



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3. Any Days off below the minimum specified in the Collective Agreement shall be replaced in the June or July, 2002 Bid Period at the rate of four point five (4.5) credits per Day for block holders or for Reserve block holders one (1) additional day off for each four point five credits (4.5) or portion thereof
4. All Pilots who commenced RJ training in May shall not be subject to Section 7-4 (FAILURE to QUALIFY – CONVERSION/STATUS CHANGE) after an initial failure to qualify as per Section 7-3 (FAILURE TO QUALIFY). The provisions of Section 7-4 (FAILURE to QUALIFY – CONVERSION/STATUS CHANGE) will be triggered by any additional failure to qualify.
5. This Letter of Understanding shall form a part of the Collective Agreement and shall run concurrently with the Collective Agreement.
6. For greater clarity, all other provisions of the Collective Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT ~~this~~ day of \_\_\_\_\_, 2002.

**For AIR CANADA REGIONAL INC.**

**For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL**

\_\_\_\_\_  
Colin L. Copp  
Vice President Labour Relations &  
Corporate Safety

\_\_\_\_\_  
Captain Duane Woerth  
President, ALPA

\_\_\_\_\_  
Captain Grant Warner  
  
Vice President Labour Relations &  
Corporate Safety

\_\_\_\_\_  
Captain Nick DiCintio  
  
MEC Chairman, ACJ

\_\_\_\_\_  
***Captain Taylor Sebastian***  
Director, Flight Operations

\_\_\_\_\_  
***Captain Brian Shury***  
Chairman, ACJ Standing Negotiating  
Committee.

\_\_\_\_\_  
***Robert Demchuk***

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 7**

Letter of Understanding

Between

The Airline Pilots in the service of Jazz Air Inc.

As represented by the

Air Line Pilots Association, International (the "Association")

And

Jazz Air Inc doing business as Air Canada Jazz (the "Company")

**Re: CRJ Program**

WHEREAS the Collective Agreement contemplates that training will normally be conducted by Pilots who's names appear on the Air Canada Jazz pilot seniority list, and

WHEREAS the Collective Agreement contemplates that the procurement of a new aircraft type may require the use of Pilots with special qualifications not on the Air Canada Jazz pilot seniority list and/or the use of specialized third party programs and facilities for a limited period of time, and

WHEREAS the Company requires certain flexibilities to the rules and restrictions contained in the Collective Agreement in order to qualify Supervisors and Line Pilots, and

WHEREAS the Company has requested an extension to the time limits outlined in Section 3-10 (Hiring outside the Company).

NOW THEREFORE, the Company and the Association agree as follows:

**A) SCHEDULING**

1. Pilots in the BRAD CRJ Conversion Training Program will Deadhead to the training facility the day prior to the first day of the BRAD CRJ Conversion Training Program.
2. Pilots in the BRAD CRJ Conversion Training Program shall be planned to Deadhead to/from their Domicile, when practicable, to provide for Days Off. Pilots who wish to remain at the hotel on a Day Off may indicate this to Crew Planning

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who will arrange the appropriate accommodations. Accommodations and Per Diems will be provided at Company expense for these days, however all Credits will remain as published. When travel to/from their Domicile cannot be accommodated for Days Off, the Pilot, at his option, may travel on a Duty Free Day, however **all** Credits will remain as published.

3. Subject to mutual agreement between the Company and the Association, CRJ Pilot blocks may be constructed by the Crew Planning Department. However, the Crew Planning Department shall comply with all rules and restrictions of the Collective Agreement not modified by this **LOU**. Following discussion between the parties, the Association may on 30 (thirty) days written notice withdraw consent allowing the Crew Planning Department to construct the CRJ Pilot blocks. CRJ Pilots will submit their monthly schedule bids to the Crew Planning Department for as long as this provision remains in effect.
4. Crew Planning shall be permitted to assign CRJ Pilots who have not completed line indoctrination to Reserve Duty Periods in their published monthly schedule.
5. The following will apply to CRJ reserve Pilots who require line indoctrination:
  - i) Any line indoctrination flying that becomes open will be immediately assigned to a reserve Pilot who requires line indoctrination.
  - ii) Upon assignment to reserve duties each Pilot will choose one of the following call out schedules
    - (1) Normal reserve call out or,
    - (2) Provide minimum notice of 12 hours but no call later than 18:00 the day prior to the duty.
6. The following will apply to CRJ reserve Pilots who have completed line indoctrination:
  - i) Normal reserve rules shall apply to a CRJ Pilot who has requested on the monthly bid form to be assigned to a reserve block.
  - ii) CRJ Pilots who do not bid a reserve block and are assigned to a reserve block shall be covered by normal reserve rules and shall have the right to choose one of the following call out schedules:
    - (I) Normal reserve call out or,

**SECTION 29**  
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- (2) Provide minimum notice of 12 hours but no call later than 18:00 the day prior to the duty.

Subject to mutual consent between the parties, CRJ Pilots assigned to reserve blocks by ~~the~~ Crew Planning Department shall be covered by normal reserve **rules**.

**B) CRJ MANAGEMENT/SUPERVISORY PILOTS**

1. Normally all scheduled line indoctrination duties are performed by Line Training Captains. It is recognized that for the purposes of a new type introduction that the CRJ Management/Supervisory Pilots must have an ability to obtain the maximum amount of flight experience in the shortest practical time period. In recognition of this the following shall apply:
  - i) CRJ Management/Supervisory Pilots shall have the ability to bid or be assigned flying as opposed to flying via displacement in accordance with Section 9-2 (DISPLACEMENT) of the Collective Agreement.
  - ii) CRJ Management/Supervisory Pilots shall not be subject to ~~the~~ limitations outlined in Section 9-3.01 (FLYING ALLOTMENT)
  - iii) In the application ~~of~~ the above the provisions of Section 9-1.05 (GENERAL) shall apply.

**C) TRAINING ISSUES**

1. The Company will immediately develop, with Association approval, a pre-course package that includes the following:
  - i) ALPA Training Committee contact phone numbers.
  - ii) Contact information for CRJ supervisors and standards supervisors.
  - iii) **A** detailed course critique developed by mutual agreement between ALPA and the Company.
  - iv) To ~~the~~ extent permitted by the Bombardier Training Services Contract, a basic aircraft information package, which includes aircraft limitations, normal checklists and flows, cockpit diagrams/photos and basic systems information.
  - v) Administrative information including hotels, transportation etc.
2. All Pilots in BRAD CRJ Conversion Training Program shall not be subject to Section 7-4 (FAILURE to QUALIFY – CONVERSION/STATUS CHANGE) after

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

an initial failure to qualify as per Section 7-3 (FAILURE TO QUALIFY). The provisions of Section 7-4 (FAILURE to QUALIFY - CONVERSION/STATUS CHANGE) will be triggered by any additional failure to qualify.

**PAY GUARANTEES**

All CRJ Pilots whose names appear on the CRJ schedule shall have a monthly minimum pay guarantee of eighty two point five (82.5) credits. For greater clarity, this shall be deemed to include the CRJ Pilot schedules for June and July 2002.

**HIRING OUTSIDE THE COMPANY**

The provisions of Section 3-10 (HIRING OUTSIDE THE COMPANY) shall be extended for the duration of this LOU.

**AGE 60 CAPTAIN**

If an age 60 Captain is forced to hold a Reserve Block while the Company is exercising the provisions of section B) above, these months shall not count towards the number of consecutive months specified in # 6 of LOU No. 2.

**DURATION**

This LOU shall be effective upon ratification and shall remain in full force until March 31, 2003. Notwithstanding duration, the Company may cancel this LOU on sixty (60) days written notice to the Association.

This Letter of Understanding shall form a part of the Collective Agreement and shall run concurrently with the Collective Agreement.

For greater clarity, all other provisions of the Collective Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 17<sup>th</sup> day of July, 2002.

**For Jazz Air Inc.**

**For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL**

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Colin L. Copp  
Vice President Labour Relations &  
Corporate Safety

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Captain Duane E. Woerth  
President, ALPA

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

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Captain Grant Warner  
Vice President, Flight Operations

---

Captain Nick DiCintio  
MEC Chairman, ALPA ACJ

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***Captain Taylor Sebastian***  
Director, Flight Operations

---

***Michael Balogh***  
Contract Administrator, ALPA

---

***Robert Demchuk***  
Manager, Human Resources

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 8**

BETWEEN

The Airline Pilots in the service of Air Canada Regional Inc.

As represented by the

Air Line Pilots Association, International (the “Association”)

And

Air Canada Regional Inc. doing business as Air Canada Jazz (the “Company”)

RESPECTING

**AN EXPEDITED MEDIATION-ARBITRATION PROCESS**

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WHEREAS the Company and the Association (collectively herein referred to as « the parties ») have expressed a mutual desire to engage in an expedited mediation-arbitration process for the purpose of resolving “consequential issues” as outlined in the Memorandum of Settlement of the Collective Agreement, and;

WHEREAS for the purposes of this Letter of Understanding and pursuant to subparagraph 16 of the Memorandum of Settlement, “consequential issues” that arise during the first year of ACR Collective Agreement No. 01, shall mean any issue respecting the manner of implementation of a provision of the Collective Agreement or any Letter of Understanding, and;

WHEREAS the parties may mutually agree about whether or not an issue constitutes a consequential issue, they may upon mutual consent refer the matter to arbitration pursuant to the normal arbitration procedures of Section 27 of the Collective Agreement.

NOW THEREFORE the Company and the Association commit to the following particulars concerning the expedited mediation-arbitration process with respect to consequential issues:

1. The Parties have agreed to the following list of arbitrators for the purposes of the expedited mediation-arbitration process:

1) Mr. Michael Picher      2) Mr. Kevin Burkett      3) Mr. Stephen Kelleher

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2. The arbitrator shall be selected from the list above by randomly sorting the names for each grievance advanced to mediation-arbitration, and beginning with the first name, determining the first arbitrator available with hearing dates within sixty (**60**) days of the filing of the consequential issues grievance.
3. The costs of the mediator-arbitrator, including his reasonable fees and expenses, shall be borne in equal amounts by the parties.
4. Subject to any order by the mediator-arbitrator, the parties shall disclose and provide to each other, no later than fourteen (14) days in advance of the commencement of the proceedings, any relevant documents that the parties intend to rely upon.
5. The parties shall, no later than nine (9) days prior to the commencement of hearing dates, exchange the following documents:
  - i. a statement of agreed facts
  - ii. a statement of the issues to be decided
  - iii. a list of witnesses (if any) whose presence is required at **the** hearing
  - iv. a copy of any relevant documents to be put before the mediator/arbitrator, and,
  - v. a statement of the remedy sought.
6. Immediately prior to arbitration, the parties shall attempt to resolve the case, with the arbitrator-mediator acting as mediator. In the event that the mediation is not successful, the arbitrator-mediator shall be permitted to adjudicate the matter based on evidence and argument placed before him during the arbitration or agreed upon by the parties, and neither party may contest his continued ability to arbitrate the case as a result of his previously acting as mediator.
7. The mediator-arbitrator shall have all of the powers of an arbitrator as set out in Section 60 of the *Canada Labour Code*, including the power to make such interim and/or procedural orders as he considers advisable. Further, the parties agree that the arbitrator shall have full authority to establish such procedures as he considers necessary to expedite the hearing process in a manner consistent with natural justice so as to give effect to the parties' desire to resolve the consequential issues.
8. If requested by either party the arbitrator shall convene a pre-hearing conference in advance of the scheduled dates for the mediation-arbitration during which he may make such interim and/or procedural rulings as are referred to in section 7 of this agreement.



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**LETTERS OF UNDERSTANDING**

9. The decision of the arbitrator shall be final and binding. The parties recognize the privative provisions of Section 58 of the *Canada Labour Code* and the deference normally accorded to decisions of labour arbitrators by the Superior Courts. The parties further agree that they shall not challenge the decision of the mediator-arbitrator, or the jurisdiction of the mediator-arbitrator to make such decision(s), in any Court or Tribunal. The parties further agree that they shall not challenge a decision of the mediator-arbitrator made in accordance with the LOU No. 8, or the jurisdiction of the mediator-arbitrator to make such decision, in any Court or Tribunal.
10. Pursuant with the provision of section 27-5 (Witnesses) of the current ACJ Collective Agreement, the Company agrees to provide full flight release to grievors and any necessary witnesses, and to provide them with transportation to and from the hearing.
11. The parties agree that the decisions of the mediator-arbitrator shall be fully enforceable pursuant to section 66 of the *Canada Labour Code*.

IN WITNESS WHEREOF the parties have signed this agreement at \_\_\_\_\_ this \_\_\_\_\_ day of July, 2002.

**FOR THE EMPLOYER**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
Mr. Colin L. Copp  
Vice-president, Labour Relations  
Corporate Safety

\_\_\_\_\_  
Captain Duane Woerth  
President, ALPA

\_\_\_\_\_  
Captain Grant Warner  
Vice-President, Flight Operations

\_\_\_\_\_  
Captain Nick DiCintio  
ACJ MEC Chair

\_\_\_\_\_  
Captain Taylor Sebastian  
Director, Flight Operations

\_\_\_\_\_  
Mr. Michael Balogh  
Contract Administrator, ALPA

\_\_\_\_\_  
Robert Demchuk  
Manager, Human Resources

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 10**

Letter of Understanding

**BETWEEN**

The Airline Pilots in the service of Jazz Air Inc.

As represented by the

Air Line Pilots Association, International (the "Association")

**AND**

Jazz Air Inc. doing business as Air Canada Jazz (the "Company")

WHEREAS the Company initiated a Pilot Position Bid in March 2002 that entailed the reassignment of numerous pilots;

AND WHEREAS the Company has subsequently advised the Association that it intends to initiate a further Pilot Position Bid in the near future, prior to all the pilots affected by the initial bid assuming their new Positions;

AND WHEREAS the parties to this letter of understanding recognize it is imperative that all issues with respect to Section 5 (Filling of Assignments) be dealt with in a forthright and responsible manner;

AND WHEREAS the parties agree that the current language in Section 5 of Collective Agreement No 1 needs to be clarified and supplemented to address the bidding process of a larger airline and the circumstances of overlapping bids;

NOW THEREFORE, the Company and the Association have agreed to the following;

**1 Definitions**

- a **Previously Awarded Position:** A Position awarded to a pilot on the last Pilot Position Bid.
- b **Currently Awarded Position:** A Position awarded to a pilot on the current Pilot Position Bid.
- c **Baseline Crew Requirement:** The number of pilots required in each Position as outlined in the current Pilot Position Bid.

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**2 Crew Requirement Forecasting**

- a If required, a Pilot Position Bid will be posted on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.
- b A minimum of seven (7) days prior to the dates above, the Company in consultation with the CRC will meet to review the Baseline Crew Requirement for a forecast period of 12 months in accordance with Section 5-14 (CREW REQUIREMENT COMMITTEE) and determine whether a Pilot Position Bid is required.
- c By mutual agreement between the Company and the CRC, additional Pilot Position Bids may be posted. Where an additional Pilot Position Bid is required to address the circumstances of a pilot layoff, Association consent will not be required for the Company to post such Pilot position Bid.
- d The Company shall develop in advance of the Pilot Position Bid a training plan which will include anticipated Effective Dates and Training month. These dates will be assigned to each vacancy or reduction.
- e Vacancies created as a result of attrition, up to the Baseline Crew Requirement established above, may be filled using the pilots Standing Bid on file without posting a Pilot Position Bid.
- f By mutual agreement between the Company and the CRC, the Baseline Crew Requirement may be changed without the posting of a Pilot Position Bid.
- g Notwithstanding subsection 2 (f) above, mutual agreement between the Company and the CRC to change the Base Line Crew Requirement is not required in the limited circumstances set out in Section 5-8 (RETURN TO SERVICE).

**3 Pilot Bidding**

- a For the purposes of awarding a Pilot Position Bid, pilots will be considered as bidding from their Previously Awarded Position whether the Effective Date has been reached or not.
- b Notwithstanding Section 5.5.06 of the Collective Agreement, pilots who are reduced/displaced consecutively two (2) or more times will not be prevented from bidding an Equipment Assignment on their originally reduced base.
- c Once a pilot bids and is awarded a vacancy the rights of 3.b. above are revoked.

**4 Effective Dates**

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- a In the event the Effective Dates for a Position in the current bid are earlier than those in a previous bid, the Effective Dates for the affected pilots will be reassigned in order of seniority for vacancies and in reverse order of seniority for reductions.
- b In the event that a pilot(s) is able to increase his Status as a result of a reduction, then the Effective Dates for **the** affected pilot(s) will be assigned in order of seniority for the Position.
- c The Effective Date of a reduced Position(s) is the date the Position(s) is no longer required and will take precedence over the Effective Date of a vacancy.
- d When a pilot holds two or more Effective Dates it will be the Company's discretion whether the pilot is trained in the Previously Awarded Position.

**5 Pay Transition**

- a For the purpose of determining pay transitions under Section 10-4(CHANGE OF EQUIPMENT ASSIGNMENT) Effective Dates of Previously Awarded Positions will be valid until the pilots reach their pay transition date for their Currently Awarded Position.

**6 Reporting Date**

- a Within fifteen **(15)** days of a bid award the Company will advise all pilots in writing of the following;
  - i Reporting Date (if different than the Effective Date).
  - ii Pilot's moving entitlement under Section 21.
  - iii Moving company to contact for moving quotes.
  - iv Other information the Company feels necessary.

**7 Moving Entitlement**

- a A pilot who has not claimed but is eligible for involuntary moving expenses due to his Previously Awarded Position will be entitled to recover the cost equal to the involuntary move if the pilot moves as a result of the current bid award. However, the distance component of such cost shall not exceed the distance component applicable to **the** original involuntary move.
- b For the purpose of Section 21-3.04 (INVOLUNTARY MOVE) the Effective Date of the Previously Awarded Position will be used in determining the commencement of the two **(2)** year period.

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**LETTERS OF UNDERSTANDING**

- c A pilot's reimbursement shall not exceed the costs of a pilot moving from his Operating Position to his Current Bid Position.

**8 Failure To Qualify**

- a For the purpose of Section 7-4 (FAILURE TO QUALIFY – CONVERSION/STATUS CHANGE) the pilot's former Position will be his former Operating Position.
- b In the event that a pilot does return to his former Operating Position, the Company may alter the Baseline Crew Requirement of that Position to prevent a displacement.

**9 Training**

- a In Section 5-2.07(VACANCY BIDDING) the reference to Vacancy Bulletin shall mean a Vacancy(s) in each Position.
- b In Section 5-5.11(POSITION REDUCTION(S) AND DISPLACEMENT(S)) the reference to Reduction Bulletin shall mean Reduction(s)/Displacement(s) in each Position.

**10 Reinstatement Rights**

- a For the purpose of Section 5-9(REINSTATEMENT RIGHTS) a pilot will also have reinstatement rights to their Previously Awarded Position(s) regardless of whether it became the pilot's Current Position
- b The twelve (12) month period will commence on the Effective Date of the Previously Awarded Position regardless of whether it became the pilot's Current Position.
- c A pilot exercising his reinstatement rights will not be restricted under the provisions of Section 5-12(GENERAL PROVISIONS GOVERNING VACANCIES) of the Collective Agreement.

- 11** This Letter of Understanding shall form part of the Collective Agreement and shall run concurrently with the Collective Agreement.

For greater clarity, all other provisions of the Collective Agreement shall apply.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 16<sup>th</sup> day of July, 2002.

**For JAZZ AIR INC.**

**For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL**

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Colin L. Copp  
Vice President Labour Relations &  
Corporate Safety

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Captain Duane E. Woerth  
President, ALPA

---

Captain Grant Warner  
Vice President, Flight Operations

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Captain Nick DiCintio  
MEC Chairman, ALPA ACJ

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***Captain Taylor Sebastian***  
Director, Flight Operations

---

***Mr. Michael Balogh***  
Contract Administrator, ALPA

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***Robert Demchuk***  
Manager, ~~Human~~ Resources

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 11**

Between

The Airline Pilots in the service of Air Canada Jazz Inc.

As represented by the

Air Line Pilots Association, International (the 'Association')

And

Jazz Air Inc. doing business as Air Canada Jazz Inc. (the 'Company')

**RE : Section 20-1 Illness or Injury**

**WHEREAS** the Parties to the Letter of Understanding recognize the importance of having an effective and comprehensive Benefits Plan;

**AND WHEREAS** the Company and the Association contemplate adjustments to the Benefits section of the Collective Agreement to ensure a better financial protection for the Association members in the event of Company or Insurance underwriters (presently Manulife Financial) administrative problems causing delays in the payment of the claims;

**AND WHEREAS** the Company and the Association acknowledge the need to harmonize the level of benefits under the Company Long Term Disability Insurance Programs and the Association's Extended Mutual Aid Plan and resolve all outstanding grievances on this matter;

**NOW THEREFORE**, the Company and the Association agree as follows:

1. The following subsection shall be added to section 20-1 ILLNESS OR INJURY

.02

- (f) Pilots transitioning from benefits under section 18-SICK LEAVE to the Short Term Disability Insurance Plan under Section 20 - Benefits, shall have his/her level of eligible benefits temporarily maintained by the Company when his/her claim for STD has been delayed. The Company shall maintain these benefits for any period of delay up to sixty calendar days from the date the pilot is no longer eligible to receive benefits under section 18 -SICK LEAVE, subject to a completion of an assignment form in which the pilot agrees to reimburse the Company in full for any benefits paid under this paragraph (see Appendix A).

1 / 3

- (g) Pilots who may be eligible to benefits under the Short Term Disability Insurance Plan shall, as soon as practicable, advise the Company. The Company and the

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

Association shall take all reasonable steps to assist and ensure that a pilot completes all required documentation and medical evaluations necessary to expedite his/her claim under the Short Term Disability Insurance Plan during the SICK LEAVE (Section 18) period or the period the Company is maintaining the pilot's benefits under paragraph (f).

2. Section 20-1.03 (b) shall be deleted and replaced by the following:

- (b) A pilot may receive up to 90 % of his pre-disability earnings in combined level of benefits or payments resulting from the pilot's disability from all sources without offset by the Company Long Term Disability Insurance Plan. It is understood that in no event will the level of combined benefits or payments resulting from a pilot's disability exceed ninety (90%) percent of the Pilot's pre-disability income unless on an approved rehabilitation program. While on an approved rehabilitation program, the all-source maximum is increased to 100% of pre-disability income.

3. Section 20-1.03 (c) shall be deleted and replaced by the following:

- c) There will be an offset of fifty percent (50%) of all earned income until the level of combined benefit and earned income reaches ninety (90%) percent of the Pilot's pre-disability income. ALPA Extended Mutual Aid benefit shall be included in the ninety percent (90%) all source maximum, but shall not be subject to the 50 % offset described above.

4. The Company shall modify the current minimum standards of coverage to include the following:

1. Life Insurance: Increase the overall available maximum from \$ 300,000.00 to \$ 360,000.00;
2. Eye examination: Increase the maximum from \$ 50.00 to \$75.00;
3. Vision care: The pilot is not limited to one pairs of glasses in any two (2) consecutive years but rather a maximum of \$ 250.00 per two (2) consecutive years.
4. Orthodontics: Increase the lifetime maximum from \$ 1,500.00 to \$ 2,000.00.
5. Acupuncturist and Masseur: Will be added to the list of eligible paramedical practitioners provided they are at the written recommendation of a licensed physician.
6. Deductible for Extended Health Care: \$ 25.00 Single and Family per Calendar year.
7. Where a Co-Payment exists from a Provincial Health Care Plan for any Professional Service covered by the Benefits plan, the Insurance Company shall



**SECTION 29**  
**LETTERS OF UNDERSTANDING**

re-imburse the portion of the expense paid by the plan member where permitted by law.

**The** implementation of these modifications/adjustments will be no later than three (3) months after approval of the necessary amendments to the ALPA Extended Mutual Aid Plan.

5. In the event of a dispute between the pilot/Association and the insurance underwriter(s) concerning **the** payment of benefits under any such policies or plans, the Company will, if requested by the pilot/Association, discuss the matter with the insurance underwriter(s) as the case may be in an attempt to adjust or settle the dispute. The pilot/Association will be advised accordingly.

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In the event the dispute involves the Company's failure to arrange for the necessary coverage with the result that the employee is denied coverage under the plan(s) by the carrier(s), or the coverage provided is not to the extent required, the Company will be responsible for providing the benefit(s).

6. The parties agree that this Letter of Understanding shall not be construed as a reduction of any compensation, entitlement, right, benefit or privilege under the collective agreement.
7. The parties agree that all issues, grievance and or arbitration pertaining respecting the failure to implement section 20 - Benefits, as outlined in the Memorandum of Settlement for the **new** Collective Agreement No.1 (Subsection 6), are resolved and settled.
8. The Company may change its insurance underwriter(s) at any time provided there is no decrease in any of the benefits contained in the collective agreement or this Letter of Understanding. The Company shall advise the Association prior to any change in underwriter(s) at least 30 days prior to changing **the** underwriter(s).
9. This letter of Understanding is subject to **the** approval by the required governing bodies of the Association of the necessary amendments to the ALPA Extended Mutual Aid.
10. ALPA agrees to provide to **the** Company the Extended Mutual Aid Program and all subsequent amendments.

IN WITNESS WHEREOF the parties have signed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2003.

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

For JAZZ AIR INC.

For the AIR LINE PILOTS ASSOCIATION  
INTERNATIONAL

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Colin Copp,  
Director, Labour Relations

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Captain Duane E. Woerth  
President, ALPA

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Captain Grant Warner  
Director, Flight Operations

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Captain Nick Di Cintio  
ACJ MEC Chairman

---

Captain Taylor Sebastian  
Director, Flight Operations

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Michael Balogh  
Contract Administrator, ALPA

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Sheila Smith  
Manager, Labour Relations

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 14**

Between

The Airline Pilots in the Service of Air Canada Jazz Inc.

As represented by the

Air Line Pilots Association, International (the "Association")

And Air Canada Jazz Inc. (the "Company")

**Re: US Department of Justice Waiver Requirement**

WHEREAS Air Canada Jazz ("the Employer") currently contracts with flight simulator providers in the United States to provide pilots training on the aircraft that it operates;

AND WHEREAS the Government of ~~the~~ United States has established a requirement for Canadian pilots training at simulators in the United States to sign a waiver of their rights of privacy;

AND WHEREAS numerous pilots scheduled for training in the United States have considered that the waiver is an unnecessary infringement of their privacy rights;

AND WHEREAS the Employer and the Association wish to resolve the question of whether the employer may require the pilots to sign the waiver of privacy in order to receive simulator training by referring the matter to arbitration in an expedited manner;

AND WHEREAS the parties wish to make provision for the release and treatment of information arising out of the inquiries relating to the waiver irrespective of the outcome of their dispute;

AND WHEREAS the parties wish to make certain provision for the period prior to the resolution of their dispute;

NOW THEREFORE the parties agree as follows:

***Restrictions upon Release ~~&~~ Information***

1. For pilots who have signed the waiver form, and who have not subsequently terminated that waiver, the Employer shall be permitted to release information to duly accredited representatives of the US Department of Justice. Such release shall

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extend only to such matters as are contemplated in the waiver form.

2. The Employer acknowledges that the waiver form is valid only for a period of five years after the date on which it was signed unless it has been terminated at an earlier date.
3. The Employer shall provide to the pilot a copy of all requests for information from the Department of Justice or its accredited representatives, or, if the requests are made in oral form, with a detailed description of the request, prior to fulfilling the requests. However, the Employer may respond to requests from the Department of Justice concerning a pilot's name, a confirmation of dates of employment, type of equipment flown, and date of birth, without first providing a copy to the pilot.
4. The Employer shall provide to the pilot a copy of any documentary information that it intends to release to the Department of Justice or to its duly accredited representatives, and, if some or all of the information is to be provided in oral form, with a detailed description of the information it intends to provide and the statements that the employer intends to make. Except for requests concerning the pilots' name, confirmation of dates of employment, types of equipment flown, and date of birth, this information shall be provided to the pilot before releasing it in order to provide the pilot an opportunity to ensure its accuracy.
5. The Employer shall provide any pilot who has been refused training at a US-based simulator with all information in its possession in respect of the refusal.

***Treatment of Information Received***

6. The Employer shall agree to destroy any information that is received from any source that arises out of the investigations contemplated in the waiver. In the event that the Employer is required by law to keep this information, it shall be stored in a secure and confidential manner, and no person shall have access to it without the written consent of the Director of Flight Operations.
7. The Employer shall refer to such documentation only to such an extent as is strictly required by Canadian law.
8. The Employer may not forward this information to any other person, organization or government except as it is strictly required to do so by Canadian law.
9. The Employer shall provide to the pilot a copy of all information that it has received from any source that arises out of the investigation contemplated in the

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waiver, whether or not the employer keeps a copy of the information.

10. The Employer may not refer to or rely upon the information that is received as the basis for any sanction, discipline, demotion or other action that may have a negative or adverse effect upon the pilot signing the waiver, or upon any other pilot employed by AC Jazz. Further, the Employer may not **use** the information to corroborate other information it may have or may come into its possession subsequently, or to utilize the information as a basis to commence an investigation to discover information that it currently does not have in its possession.

***Interim Accommodation***

11. The following terms shall be in effect until the issues surrounding the parties' rights in respect of the waiver of confidentiality are resolved, whether through a rescinding of the current waiver requirement, the determination by an arbitrator and/or Court, or by agreement of the parties that the Employer has the right to insist upon the signing of the waiver, or by further agreement between the parties.
12. The Employer may provide the waiver to employees who are scheduled to be trained in the United States. However, it may not state or suggest to the pilot that it is a condition of continued employment that the pilot signs the document.
13. The Employer shall give consideration to alternative forms of training for such pilot or pilots, including simulator training in a country that does not require a similar waiver of confidentiality rights. Such consideration shall include cost, availability and scheduling.
14. A pilot who signs **the** confidentiality waiver, but who is not permitted to train in the United States by the US government for any reason whatsoever shall, at the Employer's option, either be trained elsewhere or, in the event that he is out of service as a result of the inability to train in the United States, shall be remunerated in all respects by the Employer as if he was continuing his active service with the company. For purposes of clarity, this obligation shall extend only until the issue in dispute is resolved, as set out in paragraph 11 above.
15. In the event that it is subsequently determined that the employer may require the signing of the waivers, pilots who had previously refused to sign the waiver shall be given an additional opportunity to sign the document and shall suffer no adverse employment consequences arising out of their previous refusal to sign.

Dated in Toronto, Ontario this \_\_\_\_ day of August, 2002.

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**Schedule C**

Schedule for Introduction of Productivity Enhancements

The employer may increase the blocking average from 77.5 to 82.5 credits to cover scheduled flying when there are 93 aircraft in the active fleet and there are no more than the 141 pilots currently identified as surplus on furlough status.

Thereafter, the employer may implement the remainder of the productivity enhancements when it is no longer able to cover scheduled flying because of its acquisition of additional aircraft.

Once introduced, the ability of the employer to use the productivity enhancements shall be conditional upon the Company utilizing a fleet of aircraft of the following size, excluding aircraft with a certified maximum seating capacity below 20 seats:

Year End	No. of Aircraft
2003	93
2004	103
2005	114
2006	123

This shall not constitute a fleet guarantee.

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5. A reserve pilot assigned a multi-day pairing, shall be subject to normal reassignment rules.
6. Maximum 85 scheduled credits (not including NBG and WDO's).
7. A reserve pilot will be permitted to do two WDO's per month.
8. Any duty must be assigned to reserve prior to offering WDO's.
9. Supervisory Pilots used for uncovered flying prior to WDO's
10. Reserve Pilot WDO credits are added to minimum monthly guarantee, or actual monthly credits, whichever is greater.
11. Recurrent training may be placed on a reserve pilot block so as to result in excess of 85 credits to a maximum of two days.

**5. Credits**

- a. Credits up to 85.0 paid @ 1.0
- b. Credits from 85.0 and above are paid @ 1.5.
- c. WDO credits paid @ 1.5, except on Christmas Day, Boxing Day and New Years Day, which are paid @ 2.0.
- d. Training Credits @ 1.0.

**6. Training – Scheduling**

- a. Recurrent training may be scheduled outside the blocking window as long as it does not result in reducing the Pilots minimum days off to **less** than 10.
- b. Training credits outside the block are paid at straight time.
- c. Efficient scheduling of training could result in all recurrent training being placed on a Pilot's block outside normal scheduling window.
- d. For initial training, a pilot's days off may be reduced to 10.

**7. Block Construction**

- a. In recognition of the Company's request to develop a more efficient method of constructing pilot blocks, ALPA agrees to enter into discussions to examine new technology.
- b. The new product must maintain the standard of our current Preferential Bidding System.

**8. Natural Block Growth**

- a. Scheduled or actual Flight credits per duty period, whichever is greater.

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**Schedule B**

**Productivity Enhancements**

**1. Scheduling Overprojection**

- a. No Time Balancing
- b. Limited only by minimum 12 days off
- c. Flight time limited only by CAR's

**2. Scheduling Rules/Reassignment**

- a. The relaxation of reassignment rules as they pertain to a Pilot's pairing being changed or cancelled.
- b. It is understood that the Company will make every effort to preserve a pilot's originally scheduled flights. This is only intended to provide flexibility for the Company during irregular operations.
- c. The two hour reassignment restriction will be reworded to reflect that it only applies to the check-in/check-out time of the trip period.

**3. Scheduling Rules – Work Day Off**

- a. No Draft.
- b. Work Day Off (WDO) will be voluntary.
- c. Maximum 4 WDO's per 2 consecutive months per pilot.
- d. Consecutive WDO's in excess of 2 must be associated with multi-day pairing.
- e. The WDO credits will not be added to the pilot's monthly credit totals.
- f. The WDO's will not reduce a pilot's days off to **less** than 10 within 1 month or 20 days within 2 consecutive months.
- g. This allows every pilot an opportunity for 2 WDO's per month.

**4. Scheduling Rules – Reserve**

- a. Reserve Pilot assigned a single day duty period, shall be subject to reassignment:
  - 1. Maximum of 14 hours duty time.
  - 2. 22 hours from the start of the reserve duty period.
  - 3. Must be assigned duty from the start within reserve duty period
  - 4. A Reserve Pilot cannot be reassigned to an overnight or additional overnight without his consent.



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**5. Jazz ALPA Pay Rate as per attached worksheet**

**6. Third Tier Flying**

- a. The current collective agreement provisions allowing third tier flying shall remain in effect.
- b. ALPA shall not proceed further with the grievances contesting the announced layoffs of the 141 pilots identified as surplus on a without prejudice basis.
- c. The parties shall proceed immediately to mediation-arbitration to resolve outstanding issues relating to Section 3-9.03 and other provisions related to Third Tier flying.

**7. Benefits**

- a. Cost of benefit and insurance premiums shall be borne equally by ~~the~~ employer and the employee.

**8. Profit Sharing**

- a. ALPA will participate in a Profit Sharing Plan to be developed by ~~the~~ Company, subject to ALPA's approval of the final terms.
- b. The Plan shall include:
  - i. ALPA pilots' enrolment will be mandatory.
  - ii. Pilot contributes 2.5% annually of gross wages on a semi-monthly basis concurrent with normal pay periods, beginning July 10, 2004.
  - iii. Company may allow additional individual voluntary participation.

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- b. Entitlement shall be calculated as of December 31 and shall be paid on February 1.

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**Schedule A**

**1. 19 Seat Aircraft Terms and Conditions**

- a. In response to the Company's desire to produce a competitive bid for the "Tier III" flying in a CPA environment; and Seabury's plan to have 32 nineteen seat aircraft by 2009, ALPA makes the following proposal for aircraft 19 seats and below:
- i. Four credit minimum day.
  - ii. Minimum 10 days off.
  - iii. Productivity Enhancements included.
  - iv. Competitive wage scales.

ALPA Proposal Effective Date			Year1	Year2	Year3	Year4	Year5	Year0	Year7	Year8
CA	01/01/03		50.77	52.04	53.34	54.68	56.04	57.44	58.88	60.35
FO	01/01/03	60% of CA	30.46	31.22	32.00	32.81	33.62	34.46	35.33	36.21

- v. Not subject to interim 10% wage reduction.
- vi. Same COLA increases as negotiated for the other Jazz Pilots.
- vii. The Captain rates represent a 42% reduction from current Jazz Pilot pay rates.

**2. Pension**

- a. Any contributions not made during the CCAA proceeding will be restored to the Pilot Pension Plans.

**3. Grievances**

- a. Parties will enter into an expedited mediation-arbitration process to resolve outstanding specified policy grievances. Will request Monitor to lift stay of proceedings.

**4. Vacation Pay**

- a. For each week of paid vacation entitlement, a Pilot shall receive seven (7) times the Daily Standard Pay or two percent of the previous year's earnings, up to a maximum of six percent, whichever is greater.

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FOR THE COMPANY

FOR THE ASSOCIATION

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Joseph Randell  
President and CEO

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Captain Duane Woerth  
President of ALPA

---

Colin Copp  
Director of Labour Relations

---

Captain Nick Di Cintio  
AC Jazz MEC Chairman

---

Scott Tapson  
Vice-president, Operations

---

Captain Doug Emery  
Chairman, SPC

---

Grant Warner  
Director of Flight Operations

---

Albert Leger  
Contract Administrator

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

in this Letter of Understanding shall be voidable at the Association's sole option, and the collective agreement shall revert to its present form.

3. Section 3 of the collective agreement is amended so as to reflect the terms set out in this paragraph.
  - (a) Effective April 2, 2004, all flights using turbojet and turboprop aircraft operated, either directly or indirectly, by Air Canada Enterprises, its subsidiaries or related companies with a certified maximum seating capacity up to 75 seats will utilize pilots employed by Air Canada Jazz represented by ALPA.
  - (b) The allocation of aircraft with a certified maximum seating capacity between 76 and 110 seats shall be determined on the basis of a competitive bidding process between the pilots at Air Canada Jazz and the pilots at Air Canada. This process is to be administered by the Court-appointed Monitor.
  - (c) Notwithstanding the foregoing, the 25 CRJ aircraft currently operated by Air Canada will be transferred in an orderly manner from Air Canada to the Company, and in any event, by no later than December 31, 2006. However, in the event that the result of the competitive bidding process is such that the aircraft with a maximum seating capacity between 76 and 110 seats are to be operated by Air Canada pilots, the aircraft shall be transferred to the Company with new aircraft being introduced into the Air Canada fleet on a one-to-one basis.
  - (d) Notwithstanding the foregoing, the current collective agreement provisions allowing third tier flying shall remain in effect.
4. The parties will extend the duration of the collective agreement until June 30, 2009. The parties further agree and commit that they shall jointly request leave of the Canada Industrial Relations Board to so extend the contract.
5. The collective agreement is amended to provide for the modifications that are set out as Schedule A to this Letter of Understanding. These provisions shall come into effect on June 1, 2003. However, in the event that this Letter of Understanding or the modifications to the collective agreement become void pursuant to section 1 or 2 of this Letter of Understanding, the collective agreement shall immediately revert to its present form.

The collective agreement is amended to provide for the productivity enhancements that are set out as Schedule B to this Letter of Understanding. Subject to the provisions of sections 1 and 2 of this Letter of Intent, these modifications shall be implemented in the order and at such times as are set out in Schedule C.
6. This Letter of Understanding and the modifications to the collective agreement set out herein will be subject to ratification by the Association.

Entered into this      day of May, 2003 in Toronto, Ontario

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**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 20**

Between

The Airline Pilots in the service of Air Canada Jazz

As represented by the

Air Line Pilots Association, International (“the Association”)

and

Jazz Air Inc. carrying on business as Air Canada Jazz, (“the Company”)

**RE: Restructuring of Air Canada Jazz Inc. pursuant to the**  
**Companies’ Creditors Arrangements Act.**

**WHEREAS** the Company has filed an application pursuant to the *Companies’ Creditors Arrangements Act* on April 1, 2003 in order to facilitate the restructuring of its operations and finances;

**AND WHEREAS** the parties agree that the continued viability of the Company requires amendment to certain terms of the collective agreement between them so as to provide immediate relief and to enhance the productivity of its operations on an ongoing basis;

**AND WHEREAS** the parties agree that it is in their mutual interest to ensure that all issues with respect to the restructuring are dealt with and implemented in a timely manner;

**NOW THEREFORE**, the Company and the Association agree as follows:

1. This Letter of Understanding amends the terms of the collective agreement currently in effect between the Company and the Association (the “collective agreement”) and constitutes a part of the collective agreement. In the event that the contents of the operational plan contained in the Company’s Plan of Arrangement (the “Jazz Plan”) pursuant to the pending CCAA proceedings are materially inconsistent with the terms of this Letter of Understanding, then this Letter of Understanding and any modifications to the collective agreement are voidable in their entirety at the sole option of the Association.
2. The modifications to the terms of the collective agreement set out in this Letter of Understanding shall be conditional, at the Association’s sole option, upon the acceptance of the Jazz Plan and its sanction by the Court in a form that is consistent with the terms of this Letter of Understanding. The modifications are also conditional, at the Association’s sole option, upon the closing of the arrangements necessary to the implementation of the Jazz Plan and upon the implementation of the *Jazz Plan*. If the Jazz Plan fails to be so accepted, sanctioned, or implemented, the modifications to the collective agreement set out

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Captain Grant Warner  
Vice President, Flight Operations

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Captain Nick Di Cintio  
MEC Chairman, ACJ

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Captain Taylor Sebastian  
Director, Flight Operations

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Michael Balogh  
Contract Administrator, ALPA

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Robert Demchuk  
Manager, Human Resources

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 17**

Between

The Airline Pilots in the service of Jazz Air Inc.

As represented by the

Air Line Pilots Association, International (the "Association")

And

Jazz Air Inc. doing business as Air Canada Jazz (the "Company")

**Re: Uniforms Deduction**

**WHEREAS** the Collective Agreement stipulates that the uniforms deduction, in the event a Pilot exceeds his uniform balance, shall be deducted only on the 10<sup>th</sup> of the month;

**AND WHEREAS**, the Company seeks to be allowed to deduct excess uniform balances from a pilot's pay twice a month on the 10<sup>th</sup> and 25<sup>th</sup> of the month;

**NOW THEREFORE**, the Company and the Association agree to the following:

1. Section 14-2.03 is amended and replaced as follows:

In **the** event a Pilot exceeds his uniform balance, he shall be deducted that amount, by payroll deduction, on each pay of the month at a rate of twelve and a half (12.5) dollars or greater amount if requested by the Pilot.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**For Jazz Air Inc.**

**For the Air Line Pilots Association, Int'l.**

\_\_\_\_\_  
Colin L. Copp  
Vice President Labour Relations  
& Corporate Safety

\_\_\_\_\_  
Captain Duane E. Woerth  
President, ALPA



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5.6 For greater clarity, all other provisions of the collective agreement shall apply.

IN WITNESS WHEREOF, the **parties** hereto have signed this AGREEMENT this 16<sup>th</sup> day of \_September, 2002.

**For JAZZ AIR INC.**

**For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL**

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Colin L. Copp  
Vice President Labour Relations &  
Corporate Safety

---

Captain Duane E. Woerth  
President, ALPA

---

Captain Grant Warner  
Vice President, Flight Operations

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Captain Nick Di Cintio  
MEC Chairman, ALPA ACJ

---

Captain Taylor Sebastian  
Director, Flight Operations

---

Michael Balogh  
Contract Administrator, ALPA

---

Robert Demchuk  
Manager, Human Resources

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- 5.2 The Association will form a Vacation Committee of not more than five (5) members. These Pilots will be chosen solely at the discretion of the Association. Each member of the Committee shall:
- a) Have placed on his/her schedule forty (40) hours and thirty (30) minutes credit to be scheduled between October 15 and October 31 and a further forty (40) hours and thirty (30) minutes credit scheduled between November 1 and November 15.
  - b) Not be drafted during the months of October and November.
  - c) Receive, for scheduling purposes, their preference of pairings prior to October 15 and after November 15, in order to achieve the blocking window in their position. If the Committee member is on reserve he/she shall have ten (10) duty periods scheduled between October 1 and October 14 inclusive and a further nine (9) duty periods scheduled between November 16 and November 30 inclusive. These Pilots will receive their preference for the placement of these duty periods on their schedules.
  - d) Be paid not less than seventy-five (75) credits for October and November.
- 5.3 The Association will give proper consideration to training requirements in selecting the Vacation Committee members.
- 5.4 The Company shall, at a minimum, provide to the Association Vacation Committee the following to conduct the annual pilot vacation awards:
- a) A appropriate boardroom style meeting facility preferably on Company property; and
  - b) Audio-visual projector and screen, one fax machine, one telephone with line and internet access: and
  - c) Vacation calendars for each base, equipment and status. The format to be utilized for awarding this vacation will be an Excell spreadsheet provided to the Association Vacation Committee by the Company,
- 5.5 This Letter of Understanding shall form part of the collective agreement and run concurrently with it.

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**4.0     Amendment to Sections 15-2.10 and 15-2.11**

4.1     Sections 15-2.10 and 15-2.11 are amended and replaced with the following:

15-2.10     a)     For the purpose of section 15, the preferential times shall be from July 1<sup>st</sup> to September 7<sup>th</sup> and the last two (2) weeks of December.

b)     Should preferential vacation weeks be left available after all periods have been awarded, the excess will be made available to all Pilots in order of seniority.

15-2.11     Pilots shall bid and be awarded vacation assignments as per the following two-bid system;

Step 1:

a)     All Pilots may bid up to three (3) weeks of vacation by base, equipment and status in order of seniority.

b)     A Pilot may bid more than three (3) weeks vacation in step 1 provided that the vacation time does not include any days in ~~the~~ period between July 1 to September 7 and the last 2 weeks of December and all weeks are taken consecutively.

Step 2:

All Pilots will then bid their remaining vacation by base, equipment and status in order of seniority.

**5.0     Awarding of Vacation and Statutory Holidays**

5.1     Pursuant to section 15-2.12 of the collective agreement, the Company and the Association agree that the Association shall, for the year 2002, award the annual pilot vacations for the vacation year referred to in paragraphs 1.1 and 1.2 of this Letter of Understanding. The provision of this section 5 shall apply only for the year 2002.

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- 2.3 Section 8-32.13 (GUARANTEED DAYS OFF) of the collective agreement shall continue to apply to vacation and statutory holiday weeks notwithstanding that additional days of entitlement are added.
- 2.4 Additional vacation or statutory holidays may not be taken during any preferential vacation period(s) or part thereof. Notwithstanding this restriction, a Pilot may add additional vacation and statutory holiday days if a Pilot's full allotment of vacation is awarded within the preferential vacation period(s).
- 2.5 Subject **to** the restrictions contained herein, the placement of additional vacation and statutory holidays is at the pilot's sole discretion.
- 2.6 The additional vacation and statutory credits in paragraph 2.1 a) to g) shall only apply to the vacation year commencing on January 6, 2003 and ending on January 30, 2004.

**3.0 Vacation Bids and Awards**

- 3.1 Notwithstanding sections 15-2.02 to 15-2.04 of the collective agreement, for the vacation year referred to in sections 1.1 and 1.2 of this Letter of Understanding, the following bidding procedures shall apply.
  - a) Vacation awards shall be determined in accordance with the following schedules:
    - i) On September 16<sup>th</sup> the Company shall post a vacation calendar at each Base and distribute Vacation Bid Sheets to all the pilots;
    - ii) Pilots shall have until October 15<sup>th</sup> to register their vacation preferences;
    - iii) By November 15<sup>th</sup> vacation awards will be posted at each Base for the vacation year referred to in sections 1.1 and 1.3.
  - b) Pilots who do not submit a vacation bid by October 15<sup>th</sup> shall have their vacation assigned by the Company.
- 3.2 After January 30, 2003 sections 15-2.02 and 15-2.04 of the collective agreement shall apply.

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**1.0 Vacation Year**

- 1.1 The vacation year for the pilots from the former ABC pilot group as of January 1, 2002 and pilots hired by the Company after January 1, 2002 shall commence on January 31, 2003 and end on January 30, 2004.
- 1.2 The vacation year for the pilots from the former ANO, AON and CRA pilot groups as of January 1, 2002 shall commence on *January 6, 2003* and end on January 30, 2004.
- 1.3 After January 30, 2004, pursuant to section 15-2.07 of the collective agreement, the vacation year for all pilots shall commence on January 31<sup>st</sup> and end on January 30<sup>th</sup> of the following year.

**2.0 Additional Vacation and Statutory Holiday Entitlements**

- 2.1 To compensate pilots from the former ANO, AON and CRA groups as of January 1, 2002 for the adjusted vacation year, the following additional vacation and statutory holiday credits shall apply.
  - a) Pilots with less than three (3) years of service as of January 30, 2004 will receive one (1) additional vacation day.
  - b) Pilots with three (3) years to less than six (6) years of service as of January 30, 2004, will receive two (2) additional vacation days.
  - c) Pilots with six (6) years to less than ten (10) years of service as of January 30, 2004 shall receive two (2) additional vacation days.
  - d) Pilots with ten (10) or more years of service as of January 30, 2004 will receive three (3) additional vacation days.
  - e) Former AON Pilots entitled to six (6) weeks of vacation will receive four (4) additional vacation days.
  - f) Former AON, ANO and CRA Pilots shall in addition to 2.1 a) to e) receive one (1) additional statutory holiday.
  - g) *It is agreed and understood that the statutory holidays of the former CRA Pilots are up-to-date and current.*
- 2.2 The additional days of entitlement must be taken consecutively with an awarded week(s) of vacation or statutory holidays. For clarity, they may be taken before or after the awarded week(s).

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**Letter of Understanding No. 15**

Letter of Understanding

**BETWEEN**

The Airline Pilots in the service of Jazz Air Inc.

As represented by the

Air Line Pilots Association, International (the "Association")

And

Jazz Air Inc doing business as Air Canada Jazz (the "Company")

**RE : Vacation Bid 2003 and Related Matters**

WHEREAS Section 15-2.07 of Collective Agreement No. 1 defines the vacation year as commencing on January 31<sup>st</sup> and ending on January 30<sup>th</sup> of the following year;

AND WHEREAS pilots in the former Air Nova (ANO), Air Ontario (AON) and Canadian Regional Airlines (CRA) pilot groups as of January 1, 2002, previously followed a different vacation year from January 1<sup>st</sup> to December 31<sup>st</sup>;

AND WHEREAS the pilots from the former Air BC (ABC) pilot groups as of January 1, 2002 had a vacation year commencing on January 31<sup>st</sup> and ending on January 30<sup>th</sup>;

AND WHEREAS the Company and the Association **seek** to harmonize the vacation year for all pilots;

AND WHEREAS the Company and the Association agree that the Association shall, for the year 2002, administer the awarding of annual pilot vacation and statutory holiday allotment;

NOW THEREFORE, the Company and the Association agree as follows:

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For Air Canada **Jazz**

For the Air Line Pilots Association,  
International

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Colin Copp,  
Vice-president Labour Relations

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Duane Woerth, President

---

Captain Grant Warner  
Vice- President Operations

---

Captain Nick Di Cintio  
ACJ MEC Chairman

**SECTION 29**  
**LETTERS OF UNDERSTANDING**

**Letter of Understanding No. 21**

Letter of Understanding

Between

The Airline Pilots in the service of Jazz Air Inc.

As represented by the

Air Line Pilots Association, International (the "Association")

And

Jazz Air Inc doing business as Air Canada Jazz (the "Company")

**RE : Web Based Vacation Bid and Related Matters**

WHEREAS the Company wishes to conduct vacation bidding electronically using a web based system,

AND WHEREAS an electronic web based vacation bidding system will allow the awarding of vacation in a shorter period of time,

AND WHEREAS the Company and the Association wish to simplify the web based bidding system for all Pilots,

AND WHEREAS the Company and the Association wish to clarify the vacation award process for unpaid vacation entitlement,

NOW THEREFORE, the Company and the Association agree as follows:

**1.0 Posting and Awards**

Sections 15-2.02, 15-2.03 and 15-2.04 of Collective Agreement No. 1 are deleted from the collective agreement and replaced with the following:

1. Section 15-2.02:



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- a) On August 15<sup>th</sup> (September 15<sup>th</sup> for the 2004 Vacation Bid) of each year the Company shall post on an internet web site (Jazz Flt Ops) a vacation calendar and vacation entitlements for each pilot.
- b) Pilots shall have until September 30 (October 14<sup>th</sup> for the 2004 Vacation Bid) to register their vacation preferences for step 1. of the Vacation Bid using the Web Based bidding system,
- c) On October 1<sup>st</sup> (October 15<sup>th</sup> for the 2004 Vacation Bid) the Company shall post on the internet site, the Step 1 vacation awards which will include the individual weeks awarded to each pilot and a vacation calendar indicating the vacation weeks remaining in the vacation year.
- d) Pilots shall then have until November 14<sup>th</sup> to register their vacation preferences for Step 2 of the Vacation Bid using the Web Based bidding system process.
- e) On November 15<sup>th</sup> the Company shall post on the internet site, the final vacation awards for each position.
- f) Once the final award is posted, pilots shall have until December 14<sup>th</sup> to designate which of their awarded week(s) will be considered stats. If a pilot does not designate his stat week(s), then his last week(s) awarded will be considered stat week(s).

2. Section 15-2.03:

The Company's internet based Vacation Bid system will be made available to all pilots for bidding purposes by August 15 of each year

3. Section 15-2.04:

Pilots who do not submit a vacation bid by October 14<sup>th</sup> shall have their vacation assigned by the Company.

**2.0    Amendment to Sections 15-2.10 and 15-2.11**

Sections 15-2.10 and 15-2.11 of Collective Agreement No. 1 are deleted from the collective agreement and are replaced with the following:

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1. Section 15-2.10:

- a) For the purpose of Section 15, the preferential times shall be from July 1<sup>st</sup> to September 7<sup>th</sup> and the last two (2) weeks of December.
- b) Should preferential vacation weeks be left available after all periods have been awarded, the excess will be ~~made~~ available to all Pilots in order of seniority.

Section 15-2.11:

Pilots shall bid and be awarded vacation assignments as per the following two-bid system;

Step 1:

- a) All Pilots may bid up to three (3) weeks of vacation by base, equipment and status in order of seniority.
- b) A Pilot may bid more than three (3) weeks vacation in step 1 provided that the vacation time does not include any days in the period between July 1 to September 7 and the last 2 weeks of December and all weeks are taken consecutively.

Step 2:

All Pilots will then bid their remaining vacation by base, equipment and status in order of seniority.

**3.0 Internet Access**

The Company will ensure that Pilots at each Pilot Base have access to Company computers and printers with internet connection, for the purpose of conducting their Vacation Bid. The Vacation Award will be deemed to have been posted when it is available on the Jazz Flight Operations web site.

**4.0 Unpaid Vacation Entitlement During Vacation Bid**

If a pilot has accrued unpaid vacation entitlements it will be so indicated on his vacation entitlement required under Section 1.0 above. A pilot will have the option of bidding all or a portion of his unpaid entitlement during the Vacation Bid. If the

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pilot chooses to bid his unpaid vacation entitlement then he will be required to take the vacation week(s) awarded.

**5.0    Application**

The modifications to Collective Agreement No. 1 set out in Sections 1.0 through 3.0 of this Letter of Understanding shall remain in force only for so long as the Company exercises its right to administer the annual Vacation Bid and does so using electronic means. Should the Association commence administration of the Vacation Bid or in the event that the Company ceases to use electronic bidding, then ~~the~~ language for Section 15-2.02, 15-2.03, 15-2.04, 15-2.10 and 15-2.11 shall revert to the text as written in Collective Agreement No 1 as of February 12, 2002

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**6.0    Effect upon Letter of Understanding No. 15 – Section 2 Remains in Effect**

Letter of Understanding No. 15, entered into between the Company and the Association on September 16<sup>th</sup>, 2002, shall cease to be in effect upon the coming into effect of the present Letter of Understanding. Notwithstanding the foregoing, Section 2.0 of Letter of Understanding No. 15 shall remain in full effect for the duration of the collective agreement, for the duration of its renewal, or for such further period as its terms may be extended by operation of statute.

**7.0    Duration**

This Letter of Understanding shall form part of the collective agreement upon its execution and shall remain in full effect for the duration of the collective agreement, for the duration of its renewal, or for such further period as its terms may be extended by operation of statute.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this \_\_\_\_\_day of \_\_\_\_\_, 2003.

**For JAZZ AIR INC.**

**For the AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL**

\_\_\_\_\_  
Colin L. Copp  
Director Labour Relations &  
Corporate Safety

\_\_\_\_\_  
Captain Duane E. Woerth  
President, ALPA

\_\_\_\_\_  
Captain Grant Warner  
Director, Flight Operations

\_\_\_\_\_  
Captain Nick DiCintio  
MEC Chairman, ALPA ACJ

\_\_\_\_\_  
Captain Taylor Sebastian  
Manager, Central Region

\_\_\_\_\_  
Michael Balogh  
Contract Administrator, ALPA

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**Letter of Understanding No. 22**

Between

The Airline Pilots in the service of Air Canada Jazz

As represented by the

Air Line Pilots Association, International (“the Association”)

and

Jazz Air Inc. carrying on business as Air Canada Jazz, (“the Company”)

**RE: Restructuring of Air Canada Jazz Inc. pursuant to the**  
**Companies’ Creditors Arrangements Act.**

**WHEREAS** the Company has filed an application pursuant to the *Companies’ Creditors Arrangements Act* on April 1, 2003 in order to facilitate the restructuring of its operations and finances;

**AND WHEREAS** the parties agree that the continued viability of the Company requires amendment to certain terms of the collective agreement between them so as to provide immediate relief and to enhance the productivity of its operations on an ongoing basis;

**AND WHEREAS** the parties agree that it is in their mutual interest to ensure that all issues with respect to the restructuring are dealt with and implemented in a timely manner;

**AND WHEREAS** the parties entered into Letter of Understanding No. 20 containing the amendments to certain terms of the collective agreement between them;

**AND WHEREAS** during the course of the *Companies Creditors Arrangement Act* (“CCAA”) the Company made representation to the Association for a further review and calculation of cost savings arising from the amendments made to the collective agreement as contained in Letter of Understanding No. 20;

**AND WHEREAS** the parties further agreed that it is in their mutual interest to ensure that all issues with respect to the restructuring are dealt with and implemented in a timely manner;

**NOW THEREFORE**, the Company and the Association agree as follows:

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- 1) This Letter of Understanding No. 22 amends the terms of the collective agreement currently in effect between the Company and the Association (the “collective agreement”) and amends Letter of Understanding No. 20 specifically as identified in this Letter of Understanding, and as set out in Letters of Understanding Nos. 23, 24, 25, 26, 27, 28, 29, 30, and 31 attached. Each of these Letters of Understanding constitutes a part of the collective agreement.
- 2) Article 8 of Schedule A to LOU No. 20 (profit sharing) is amended as follows:
  - a) The Plan shall commence January 1, 2005;
  - b) From July 1, 2004 until December 31, 2004, Pilot contributions of 2.5% of gross wages annually shall revert to the Company.
- 3) Each pilot’s entitlement to vacation will be reduced by one week for the 2005 vacation year. However, no pilot’s entitlement shall be reduced below the statutory minimum set out in the Canada Labour Code.
- 4) As of the 2006 vacation year, section 15-1 entitlement shall be amended to reflect the following:

Revised Vacation Accrual Rate	
<u>Years of Service</u>	<u>Vacation</u>
1 to 3 Years	2 Weeks
4 to 7 Years	3 Weeks
8 to 17 Years	4 Weeks
18+ Years	5 Weeks

- 5) The minimum training credits set out in Section 8-14.01(a) are reduced from 4.5 to 4.0 credits.
- 6) The statutory holiday credits set out in Section 8.15.02 are reduced from 4.5 to 4.0 credits.
- 7) Hourly rates are amended as per the attached worksheet.
- 8) The Company shall within 60 days establish and implement a reciprocal airline jumpseat policy at least as favourable as the current Air Canada policy.
- 9) The Company shall implement a deadhead travel policy on a trial basis for 12 months. This policy shall be similar in principle to the current Air Canada policy.

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- 10) The Company shall continue to pay the Association's legal costs in connection with the CCAA process.
- 11) The modifications to the terms of the collective agreement set out in this Letter of Understanding shall be conditional, at the Association's sole option, upon the following:
- a) The closing and implementation of all arrangements and agreements necessary to and set out in the proposed Deutsche **Bank** Rights Offering ("Rights Offering") and the extended Global Restructuring Agreement with G.E. Capital ("GRA"), as approved by the Court on May 4, 2004, without any amendment whatsoever;
  - b) Jazz Air Inc. remaining a wholly-owned subsidiary of Air Canada or Air Canada Enterprises until emergence from CCAA;
  - c) The acceptance and sanctioning by the Court of a Plan of Arrangement that is consistent with the terms of this Letter of Understanding, the Minutes of Settlement dated March 4, 2004 between the ALPA, ACPA, Jazz Air Inc., and Air Canada (Jets Allocation), the Letter of Understanding No. 20 between the Association and Jazz Air Inc. dated May 26, 2003, and the collective agreement as amended;
  - d) The closing and implementation of all arrangements and agreements necessary to the Plan of Arrangement; and,
  - e) The conclusion of labour cost reduction agreements as required by the Rights Offering and GRA with all other unions representing employees at Jazz Air Inc. and Air Canada.
- 12) If any of the conditions set out in paragraph 11 above is not met, the modifications to the collective agreement set out in this Letter of Understanding **shall** be voidable, at the Association's sole option, and the collective agreement shall revert to the terms and conditions that applied immediately prior to April 1, 2003.
- 13) The parties agree that this Letter of Understanding fulfills the conditions set out in the Rights Offering and GRA, insofar as they relate to the bargaining unit represented by the Association.

Unless modified by this Letter of Understanding all provisions of Collective Bargaining Agreement No. 01 shall continue to apply.

This Letter of Understanding shall be effective on the date of execution and, shall continue in force concurrently with Collective Bargaining Agreement No. 01.

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IN WITNESS WHEREOF the parties hereto have signed this AGREEMENT this 14<sup>th</sup> day  
of May 2004 at Toronto, Ontario  
FOR THE COMPANY

FOR THE ASSOCIATION

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Joseph Randell  
President and CEO

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Captain Duane Woerth  
President of ALPA

---

Colin Copp  
Director of Labour Relations

---

Captain Nick DiCintio  
AC Jazz MEC Chairman

---

Scott Tapson  
Vice-president, Operations

---

Captain Doug Emery  
Chairman, SPC

---

Albert Leger  
Contract Administrator



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**Letter of Understanding No. 23**

Between

The Airline Pilots in the service of Air Canada Jazz

As represented by the

Air Line Pilots Association, International ("the Association")

and

Jazz Air Inc. carrying on business as Air Canada Jazz, ("the Company")

**RE: Variable Blocking Average**

**WHEREAS** the Association and the Company agree that there may be a requirement for the Company to respond to and accommodate an industry downturn or a catastrophic event that results in a short term reduction in block hours.

**NOW THEREFORE** the Company and the Association agree as follows:

1. In Section 8-32.05 of the Jazz Collective Agreement, the variable blocking average accommodates a reduction of up to 6 % of credit hours.
2. Furthermore, the ability to return recurrent training credits to the blocking window in combination with the above referenced reduction in blocking average can accommodate a reduction of up to 10% of credits hours.
3. Should the Company, in the future, experience a severe downturn with a corresponding unforeseen reduction in credit hours that exceeds 10%, the provisions of Section 6-1.01(LAYOFF AND RECALL) which lists possible mitigation vehicles shall apply.
4. This list is not considered limiting. The Association is of the view that a potential unlisted mitigation vehicle would be a reduction in the normal blocking window **on a time limited basis**.
5. The blocking window could be from 65 to 75 credit hours with a blocking average between 67.5 and 72.5 credit hours, until the Company either recovers the credit hour reduction or determines that a reduction in pilot workforce is required.

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