

COLLECTIVE AGREEMENT

Between

HAWKAIR AVIATION SERVICES LTD.

("the Company")

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(the "Union")

on behalf of

The PILOTS in the service of HAWKAIR AVIATION SERVICES LTD.

Duration: June 1<sup>st</sup>, 2013 to May 31<sup>st</sup>, 2017

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AGREEMENT BETWEEN:

HAWKAIR AVIATION SERVICES LTD.

(hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

The PILOTS in the service of HAWKAIR AVIATION SERVICES LTD. as represented by:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter called the "Union")

PARTY OF THE SECOND PART

**PREAMBLE:**

The parties recognize they are entering into an interdependent relationship and are desirous of promoting safety, economy of operations, harmony, professionalism, efficiency, trust and confidence in the workplace so that the Pilots have a desirable work environment and Hawkair customers are provided safe high-quality service. To further their mutual interest in working together, the parties to this Agreement recognize their overall goal of setting forth the terms and conditions of employment of Pilots with clarity so as to eliminate misunderstanding with respect to these terms and conditions.

It is understood that any reference contained within this Agreement to the masculine gender shall also pertain to the feminine gender.

It is understood that any reference contained within this Agreement to the singular shall also apply to the plural where appropriate.

**ARTICLE 1: NO STRIKE OR LOCKOUT**

- 1.01 The Company shall not cause or direct any lockout of Pilots during the life of this Agreement.
- 1.02 Neither the Union nor any representative of the Union nor any Pilot shall in anyway authorize any strike, walkout, suspension of work, slowdown or work stoppage of any kind, on the part of any pilot or group of pilots during the life of this agreement. The Union shall immediately repudiate any strike or any other concerted cessation of work whatsoever by any group or number of pilots and shall declare that any picket line set up in connection therewith is illegal and not binding on other pilots.
- 1.03 Pilots shall make every effort to report to work and perform their assigned duties. If a Pilot encounters a picket line he will immediately contact his supervisor or Company representative.

## **ARTICLE 2: NO DISCRIMINATION**

- 2.01 There shall be no discrimination on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for membership in the Union or participation in Union functions and activities, nor for the proper exercise of a Pilot's rights, responsibilities, and obligation under the Canadian Aviation Regulations ("CARs").

## **ARTICLE 3: UNION RECOGNITION**

- 3.01 All Pilots employed by the Company shall become and remain members of the Union for the term of their employment with the Company. All Pilots shall be covered by the terms of this Agreement.
- 3.02 The Company recognizes the Union as the sole collective bargaining agent of the Pilots covered by this Agreement.
- 3.03 The Company shall deduct from all Pilots, working dues, (and assessments as per Schedule "C") in the amount of one and one half percent (1.5%) of their gross earnings. The Company shall remit such monies deducted to the Union on or before the fifteenth (15th) day of the month following the month in which deductions were made. When such remittances are made the Company shall indicate the name of each Pilot, the Pilot's Social Insurance Number, and the amount of money which is being remitted for such Pilot.
- 3.04 The Union agrees to indemnify the Company and hold it harmless against any claims which may arise in consequence of the company complying with the provisions of Article 3.03.
- 3.05 All Pilots shall maintain membership in the Union by paying their Union dues and assessments in accordance with the Union's Constitution and the Local Union's By-Laws. All Pilots shall make application to join the Union within thirty (30) days of commencement of employment with the Company. The Company shall advise the Union in writing upon hiring a Pilot.
- 3.06 The Company will not contract out work normally performed by the bargaining unit members except in the following circumstances:
- (a) by the mutual agreement of the Union;
  - (b) in cases of emergency or training; or
  - (c) where the work relates to chartered flights and where the Company is required to utilize additional aircraft for those chartered flights it does not have available.
- 3.07 Notwithstanding 3.05 and 3.06, up to three (3) management/supervisory positions within the Operations department, one of which must be the Chief Pilot, are excluded from Union membership. The Company shall be permitted to use these managers/supervisors to perform flying duties as a Pilot.
- 3.08 The Company agrees that Part Time Pilots are to be used for part time operational requirements only, and that whenever practical, such positions shall be combined in order to create full time or seasonal positions.

- 3.09 In the event of the sale, transfer, lease or assignment in whole or in part of the Company, Part I of the Canada Labour Code will apply (Successor Rights and Obligations).

#### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4.01 Unless expressly abridged by a specific provision of this Agreement, the management of the Company; the direction and control of the work force; the right to determine the methods, processes and schedules of operation; the right to alter, change, or discontinue its operation, partially or completely; the right to determine the location of the business; the right to determine the size and assignment of the work force; the right to determine the qualifications (including the abilities, specific skill, work habits as demonstrated by prior job performance, and experience) for specific positions, the right to suspend, demote, discipline and discharge employees for cause; the right to establish standards of performance and to determine whether and individual meets such standards; the right to establish, eliminate, amend and require Employees to observe Company rules and regulations; the right to establish and administer tests, including tests for drug and alcohol usage; the right to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; the right to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; the right to determine whether to merge, consolidate, sell, or otherwise dispose of all or part of its business, shall be the right, solely and exclusively of the Company.
- 4.02 The foregoing enumeration of rights is not intended to be all inclusive, but is intended to be representative of the type of rights normally inherent to the Company. The Company not exercising rights, powers, authority and functions reserved to it or its exercising them in a particular way shall not be deemed a waiver of such rights, power, and authority.

#### **ARTICLE 5: DEFINITIONS**

- 5.01 "Captain" means the Pilot in command of the aircraft.
- 5.02 "CARS" means Canadian Aviation Regulations.
- 5.03 "Classification" means the position of either Captain or First Officer.
- 5.04 "Day" means a twenty-four (24) consecutive hour period.
- 5.05 "Duty Time" means that period that commences when a Pilot reports to work and continues until he is relieved from all work associated with his duties, as per the Company Operations Manual.
- 5.06 "First Officer" means a Pilot who is next in command after the Captain of the aircraft.
- 5.07 "Full-time Pilot" means a Pilot who is so classified by the Company for an indefinite term of employment and who works on a regular basis during the year, work permitting.
- 5.08 "IFR" means Instrument Flight Rules.
- 5.09 "Operations Manual" means the Company's Transport Canada approved manual, subsequent amendments, and appendices attached thereto.

- 5.10 "Part Time Pilot" means a Pilot who is employed by the Company and who works less than the minimum hours of a Full-Time Pilot.
- 5.11 "Pilot" means a Captain or First officer as defined herein.
- 5.12 "PPC" means Pilot Proficiency Check.
- 5.13 "Qualifications" means that a Pilot meets the standards required by Transport Canada, the applicable underwriters, customer requirements and the terms of this Agreement including Section 5 of the Company Operations Manual.
- 5.14 "Recurrent Training" means a regularly scheduled training program required to maintain Pilot proficiency.
- 5.15 "Sick Leave" means time absent because of an illness or injury.
- 5.16 The "Union Committee" consists of Pilots elected by Pilots to represent the Union.
- 5.17 "VFR" means Visual Flight Rules.
- 5.18 "Week" means a seven (7) consecutive day period.

#### **ARTICLE 6: NON HAWKAIR FLYING**

- 6.01 Pilots shall devote their entire professional flying service to the Company, and shall not engage in any other professional flying without prior written authorization from the Company. Such authorization shall not be unreasonably withheld by the Company.

#### **ARTICLE 7: PROBATION - NEW PILOTS**

- 7.01 Each newly hired Pilot shall be on probation. He will not be placed on the seniority list, until he has successfully completed one (1) recurrent simulator check rides and a six (6) month performance review.
- 7.02 During the probationary period, the Pilot shall be bound by the obligations, and be entitled to the rights and benefits of this agreement.
- 7.03 If it is determined that a probationary pilot is unsuitable, he can be released from employment. This decision is not subject to the grievance procedure.

#### **ARTICLE 8: SENIORITY**

##### GENERAL

- 8.01 Pilots' seniority shall be their length of continuous service with the Company commencing with the date that they have successfully completed their probationary period. Upon successful completion of the probationary period, their length of service and seniority will be effective from the date training started. The Company shall maintain a seniority list for Pilots. This list shall include name, classification, and seniority date.
- 8.02 Where two or more Pilots start training with the Company, on the same date, the higher seniority number shall be awarded by lot.

- 8.03 Seniority lists shall be posted on the Pilots home page and emailed to the Union Business Representative annually, on June 30th. A Pilot shall be permitted a period of thirty (30) days after the issuance of the seniority lists within which to bring to the attention of the Chief Pilot any omission or incorrect listing affecting their seniority.

#### APPLICATION OF SENIORITY

- 8.04 Classification and or seniority shall govern all Pilots in case of lay-off, their assignment due to expansion, reduction or change in scheduled operations, their recall following a lay-off and their choice of vacancies, provided that the Pilot has the required qualifications and experience.
- 8.05 Pilots who perform technical, supervisory or management assignments retain and accrue seniority. When a pilot is released from such a position he may exercise his seniority.
- 8.06 Subject to Article 11, experience, qualifications, performance reviews and seniority shall govern all Pilots in case of promotion or demotion.
- 8.07 Absence due to sickness or injury shall not affect the accrual of seniority.

#### LOSS OF SENIORITY

- 8.08 Seniority rights shall cease and a Pilot shall be deemed terminated if he:
- (a) quits, resigns or retires;
  - (b) fails to return to service of the Company in accordance with Leaves of Absence;
  - (c) is discharged and such discharge is not reversed through the Grievance Procedure;
  - (d) Fails to return from lay off or is laid off for more than twelve (12) consecutive months.

### **ARTICLE 9: LAY-OFF AND RECALL**

#### LAY-OFF

- 9.01 Pilots will be laid off and recalled in order of classification (i.e., First Officer or Captain) seniority (i.e., start date with the Company). However, a captain who is subject to lay-off may elect to bump the most junior first officer.
- 9.02 The rate of pay for a Pilot, who bumps into a position, shall be the rate of pay that the bumped Pilot is at.
- 9.03 Only regular full-time Pilots will work while any Pilot is on lay-off, provided the laid off Pilot meets classification requirements.
- 9.04 When Company aircraft are available, the Company will not contract out the work of an employee in the bargaining unit when a pilot is on lay-off or which could cause a lay-off. The Company will make every reasonable effort to ensure the continued availability of Company aircraft to perform all the work that is available and thus avoid contracting out.



- 9.05 All Pilots shall be informed of their lay-off date two (2) weeks notice prior to the lay-off date, or receive two (2) weeks pay in lieu of notice.
- 9.06 Pilots laid off shall file their address and telephone numbers with the Company and Union Representative. The Pilots will be responsible for notifying the Company and Union Representative of any change in their contact information.
- 9.07 Seniority will not be affected by a lay-off of less than twelve (12) months' duration. If the period of lay-off exceeds twelve (12) months, the Pilot's seniority shall terminate.
- 9.08 Notwithstanding article 9.05, in the case of a 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 employees are laid off due to such work stoppages or any other cause over which the Company has no control, such employees will receive, at their option, any days off and vacation due them prior to their being placed on laid off status.

### RECALL

- 9.09 Initial notification of recall may be given by telephone call. A recall notice will be sent to the Pilot via Company email and will contain the reporting date and location.
- 9.10 Within seven (7) days of the recall notice being sent, the Pilot shall notify the Chief Pilot by phone call followed by email whether he will accept the notice of recall.
- 9.11 Pilots so notified shall return to work on the required reporting date. The Company will give as much notice as possible. Failing to so return a Pilot shall be considered to have voluntarily terminated his employment.
- 9.12 The Company will notify the chair of the Union Committee by email, at the time recall notice is sent to a Pilot.
- 9.13 Should temporary work become available the Company may call an employee on layoff and offer such work. If the work is of less than 21 days in duration, the affected employee is not deemed to have been permanently recalled and Article 9.05 shall not apply.

### **ARTICLE 10: JOB POSTINGS**

- 10.01 The Company shall determine all work force requirements. When the Company identifies a need to fill a permanent full time position, the Company will post the vacancy on the Company website.
- 10.02 The posting shall contain the following information relating to the position and shall be posted for seven (7) calendar days:
- (a) Title of position
  - (b) Experience and qualifications required for the position
  - (c) Base of operation
  - (d) Effective date

- 10.03 A Pilot desiring such a position shall within seven (7) calendar days submit in writing an application to the Human Resources Department, setting forth his qualifications for the position. The Pilot will notify the Union Committee of his application.
- 10.04 Postings shall be filled on the basis of experience, qualifications, suitability, performance history and seniority.
- 10.05 When no acceptable applications are received within seven (7) calendar days of a job posting, the Company may hire a new Pilot from outside the Company.
- 10.06 The rate of pay for a Pilot who bids into a new position shall be at the pay scale rate established for that classification as shown in Schedule "A".
- 10.07 Where Pilots are on vacation or other form of leave when a job posting arises, the Company shall send those Pilots a notice of the job posting by e-mail and voicemail message left at their last known phone number.

#### **ARTICLE 11: PROFICIENCY TRAINING AND PROMOTION**

- 11.01 Initial and recurrent proficiency training will be carried out as per section 5 of the Company Operations Manual.
- 11.02 Performance reviews, experience, qualifications, suitability and seniority will be used as the basis for eligibility of promotion.
- 11.03 If a Pilot fails to meet the requirements of a promotion he may exercise his seniority and bump into a first officer classification. The pilot will only have a further opportunity to fulfill the requirements of a similar promotion at the discretion of the Company.
- 11.04 Recurrent Training: If a Pilot fails to meet the requirements of an annual proficiency check, he shall be entitled up to two (2) more hours of flight training in preparation for a second proficiency check.
- 11.05 Annually the LMCC will review the promotion criteria as contained in section 3.9 of the company operations manual.

#### **ARTICLE 12: NEW EQUIPMENT AND TECHNOLOGICAL CHANGE**

- 12.01 In the event that the Company acquires new aircraft type the Company shall meet with the Union Committee to establish rates of pay. If the parties cannot agree on a new rate, the Company shall determine the new rate.
- 12.02 The Company shall conform to the provisions of Part I of the Canada Labour Code with respect to introducing technological change. Notwithstanding this provision, the period of notice of such technological change shall be sixty (60) days in all circumstances.

#### **ARTICLE 13: HOURS OF WORK**

- 13.01 Schedules are prepared in accordance with Company requirements. Every reasonable effort shall be made to provide the best possible working conditions with respect to hours of work and time off. Duty time and flight time shall not exceed CAR's

### 13.02 Shift Schedules

- (a) Schedules will be posted in four (4) week blocks.
- (b) Reasonable efforts shall be made to issue new schedule on the third (3rd) Wednesday of the current schedule for the following schedule, however additional changes can be made for operational reasons up until the end of the day on the third (3rd) Friday of the current schedule.
- (c) All pilot requests pertaining to or effecting the production of the upcoming schedule must be made in writing, not later than the first Monday of the current schedule.
- (d) Schedules will indicate each Pilot's flying assignment, training days, reserve days, vacation days, off days and estimated flight time.
- (e) Full time pilots receive salary based on eighty (80) flight hours and fifteen (15) scheduled days per four (4) week block.
- (f) All scheduled shifts will contain a period of not less than nine and one half (9.5) consecutive hour's off-duty between shifts.

### 13.03 Scheduling Preparation and Regulations

These procedures apply standards to both Pilots and the Scheduling Department in an effort to ensure a fair and equitable work load is established.

As per Company Policy & Procedure Manual Section P-004

### 13.04 Pilot Working Conditions

Information on the following subjects is as per Company Policy & Procedure Manual Section P-003

- Work requirements
- Unscheduled day (day off)
- Scheduled day
- Reserve day and Standby (also covered in P-005 )
- Call out day
- Assigned base
- Commuting
- Positioning

### 13.05 Reporting Pay / Cancelled Shift

Where a Pilot reports to work and his scheduled shift that day is cancelled in whole or in part by the Company for any reason, the pilot reverts to reserve status and is paid as per normal salary.

### 13.06 Duty Time shall include

Report to Duty (Check-In) as per Company's Policy & Procedure Manual Section P-004

Check-Out as per Company's Policy & Procedure Manual Section P-004

13.07 Reserve and Standby

As per Company Policy & Procedure Manual Section P-005

**ARTICLE 14: RATES OF PAY**

- 14.01 The rates of pay noted in Schedule "A", attached to and forming part of this Agreement, shall be paid to all Pilots based on the applicable classification.
- 14.02 Newly hired Pilots will be paid at one-half (1/2) the regular classification rate of pay until initial PPC is successfully completed.
- 14.03 All Pilots receiving recurrent training shall be paid at their regular classification rate of pay. Time required for online training will be unpaid.
- 14.04 A Pilot who is assigned to work temporarily in a lower paying job classification, shall continue to be paid his normal salary.
- 14.05 All Pilots shall be paid biweekly with a cutoff period of not more than seven (7) days prior to receiving pay. In the event that a pay day falls on a General Holiday, the deposit will be made on the preceding business day.
- 14.06 Earnings in excess of regular salary will be paid in the first pay period following the 4 week schedule in which it was earned.
- 14.07 All Pilots shall be paid by direct deposit based on the banking information submitted by the Pilot to the payroll department.

**ARTICLE 15: OVERTIME**

- 15.01 Pilots who work in excess eighty (80) flight hours or fifteen (15) scheduled days in a four (4) week block may be entitled to additional pay.

The flight hour cap is flexible allowing up to 85 hours in the event the pilot's flight hours have not exceeded 80 hours at the start of the work day and will not exceed 85 hours within the day.

15.02 Flight Hours Overtime

Notwithstanding 15.01, Pilots will be paid a daily "flight time bonus" when assigned to work a scheduled day after having already worked 80 flight hours in a four (4) week block. Pilots will receive a daily bonus equal to their daily rate.

15.03 Overtime

If a Pilot works more than fifteen (15) days in a four (4) week block he shall be paid time and one half (1.5) his daily rate for each day worked. When there are no pilots available on reserve, call outs will be offered by base location starting with the most senior Pilot in the appropriate classification to perform the work. If there are no volunteers who are classified to perform the work, the least senior Pilot classified at that base shall be required to perform the work assigned.

## ARTICLE 16: VACATION

16.01 Pilots who have one (1) or more year's seniority shall be entitled to paid vacation every year according to the following schedule:

<u>Completed Years</u>	<u>Vacation Weeks/Year</u>	<u>Annual Vacation Pay</u>
1 year but less than 5 years	2 weeks	4% of gross earnings during previous year
5 years but less than 10 years	3 weeks	6% of gross earnings during previous year
After 10 years or more	4 weeks	8% of gross earnings during previous year

"Previous Year" for purposes of this Clause means payroll calendar year.

16.02 Pilots absent on Workers' Compensation, illness/injury or Maternity shall receive the normal vacation days they would otherwise be entitled to for that vacation year.

16.03 Vacations are not cumulative and must be taken during the vacation year following that in which the entitlement was earned. Vacation pay will be paid at the time vacation is taken.

16.04 Pilot's vacation must be taken in minimum one (1) week blocks.

16.05 The Company shall post a vacation calendar by November 15th of each year. Pilots Vacation requests are to be submitted to the Company, in writing on the form provided. Pilots will have six (6) weeks in which to register their preference. At the end of the six (6) week period, vacations shall be allocated according to seniority, classification, and the Company's operational needs.

16.06 When a Pilot does not provide the Company with an acceptable vacation request, the Company may assign vacation providing at least 30 days notice.

16.07 During periods of heavy activity, (summer/spring break, Christmas etc.), it may be necessary to place a "blackout" on vacation and not accept requests. Advanced written notice will be given.

16.08 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

16.09 Pilots are not entitled to accrue vacation during periods of personal leave or suspension from the Company. Pilots on an approved leave of absence for less than thirty (30) days, vacation eligibility will not be affected, should the leave extend beyond thirty (30) days, vacation time will not continue to accrue.

16.10 When a vacation period is assigned it shall not be changed except by mutual agreement between the Company and the Pilot.

## ARTICLE 17: GENERAL HOLIDAYS

17.01 Each of the holidays listed below shall be observed each calendar year on the calendar date on which it falls.

New Year's Day  
Family Day (BC)  
Good Friday  
Victoria Day  
Canada Day  
B.C. Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

#### GENERAL HOLIDAY PAY ELIGIBILITY

- 17.02 Pilots must have thirty (30) calendar days of seniority prior to the general holiday to qualify for a general holiday.
- 17.03 Pilots must have worked at least half of their scheduled shifts in the thirty (30) days prior to the general holiday.
- 17.04 Pilots must work the scheduled shift immediately preceding and the scheduled shift immediately following the general holiday to qualify for the general holiday, unless prior permission has been granted by the Company.

#### GENERAL HOLIDAY PAY

- 17.05 General Holiday pay shall be included as a part of regular salary regardless of the time of year and particular schedule in place.
- (a) When a general holiday falls on Pilots scheduled day off he shall be given one (1) additional day off at regular pay.
- (b) A Pilot who is eligible and works on a general holiday shall be given two (2) additional days off at regular pay.

#### **ARTICLE 18: UNION COMMITTEE**

- 18.01 The Pilots shall be represented by a Union Committee, which shall consist of one Pilot per existing base, to a maximum total of three (3) Pilots. Pilot representing the Union Committee will be elected by the Pilots. The Union Committee shall elect their own Chairperson and may, at any time, call on the services of the representatives of the office of the Union to assist them.
- 18.02 The Union agrees, that during the life of this agreement, there will be no Union activities carried out which interfere with flying operations or work activities.
- 18.03 The Union shall notify the Company in writing of the names of the Pilots on the Union Committee and the Chairperson, and any change in the personnel of the Committee thereafter.

#### **ARTICLE 19: GRIEVANCE PROCEDURE**

A grievance is defined as a dispute between the Company and one or more of its Pilots or between the Company and the Union concerning the interpretation or an alleged violation of this Agreement.

- 19.01 There are four (4) steps in this procedure:

- I. The Problem Solving Step with the Manager, Pilot Group
  - II. Step 2 involving the Director of Operations
  - III. Step 3 involving the President
  - IV. Step 4 involving an Arbitrator
- 19.02 The Problem Solving Step: The Pilot; shall first raise the matter with the Manager, Pilot Group , within seven (7) days of becoming aware or should have reasonably become aware, the event giving rise to the dispute. The Manager, Pilot Group shall render a decision within seven (7) days. The decision can be verbal, sent via email or by fax.
- 19.03 Step 2: Failing resolution in the Problem Solving Step and within Ten (10) days of the decision of the Manager, Pilot Group, the dispute can be advanced to the Director of Operations. The grievance will be in writing clearly stating the substance of the dispute, the Article of the CLA involved, and the nature of the remedial action sought. The grieving pilot may request representation of a Union Committee member at this stage. The Director of Operations will render a decision in writing (email or fax is acceptable) within Ten (10) days.
- 19.04 Step 3: Failing resolution in Step 2, and within seven (7) days of the written decision of the Director of Operations, the dispute can be advanced to the President. The President shall convene a meeting in a timely manner, to review input from the parties involved. The grieving pilot may request representation of a Union Committee member and or a Union representative at this stage. The President shall render a written decision within fourteen (14) days of the date of the grievance meeting.
- 19.05 Step 4: Failing resolution at Step 3, and within seven (7) days of the decision of the President, the matter may be advanced to arbitration pursuant to Article 17.
- 19.06 A grievance not advanced within the specified time limits, shall be considered withdrawn. Should a decision not be rendered by the Company within the specific time limit, the matter may advance to the next step in the grievance procedure.
- 19.07 The time limits specified may be extended by mutual consent of the parties.
- 19.08 Grievances regarding disciplinary suspension; discharge; or policy will begin at Step 3.
- 19.09 (a) All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown or stoppage of work.
- (b) In all cases while a grievance is being investigated and settled, the pilot or pilots, except when serving a disciplinary suspension, discharge or lay-off, must continue to work in the normal manner.

## **ARTICLE 20: ARBITRATION**

- 20.01 Subject to Article 19, any grievance between the Company and the Union involving the interpretation, application, operation or alleged violation of any Article of this Agreement including any question as to whether a matter is arbitral, may, in the event of failure to reach agreement thereon, be referred by either party to an Arbitration Board.

The Arbitration Board shall consist of a single Arbitrator to be selected by the Company and the Union, within ten (10) calendar days of the matter being referred to arbitration. In the event of failure to agree upon an Arbitrator, the parties shall immediately request the Canada Labour Relations Board to appoint a single Arbitration Board.

- 20.02 The Arbitrator shall not have the power to alter, add to, subtract from, modify or amend any part of this Agreement. Disagreement concerning the scope of the Arbitrator's jurisdiction shall be determined by the Arbitrator.
- 20.03 The Arbitrator shall establish his own rules of procedure which, however, must not deny the right of hearing to the parties involved.
- 20.04 Decisions and findings of the Arbitrator shall be stated in writing and shall be final and binding on the parties hereto.
- 20.05 Expenses of the witnesses shall be borne by the respective parties calling them. The expenses and the compensation of the Arbitrator shall be divided equally between the two parties involved.
- 20.06 The Arbitrator shall render his decision in writing thirty (30) days from the date of the arbitration or at an acceptable time agreed to by the parties.

#### **ARTICLE 21: DISCIPLINE**

- 21.01 All disciplinary action or discharges from the Company must be for just and reasonable cause.
- 21.02 If disciplinary action is taken, the Pilot(s) shall be so notified in writing, (except for a verbal warning), providing both an explanation of why the action is required and the nature of the action taken. The Pilot(s) who have been disciplined or discharged may elect to file a grievance in accordance with this agreement.

#### **ARTICLE 22: JOINT CONSULTATION COMMITTEE**

- 22.01 The parties agree to the establishment of a Labour Management Consultation Committee (LMCC) as exemplified by Appendix "D".

#### **ARTICLE 23: TRANSPORTATION AND EXPENSES**

The Company shall reimburse the following expenses when a Pilot is scheduled to be away from their home base overnight. All expenses must be submitted on proper expense claim form, are subject to Company approval and must be submitted within seven (7) calendar day after the month in which the expenses were incurred.

- 23.01 The Company may choose to schedule Pilots to work out of their chosen domicile although that may not be their assigned base, the Company will not provide expenses in this case.

#### **ACCOMMODATION**

- 23.02 The Company shall provide accommodation when a Pilot is required to remain away from home base overnight or longer unless the Pilot is overnighing in the base of their chosen domicile.



- 23.03 If Pilot accommodation is not required, and the hotel is cancelled without charge to the Company, the Pilot may claim twenty five (25) dollars unless the Pilot is overnighing in the base of their chosen domicile.
- 23.04 The Pilot is responsible to pay for all personal room charges when checking out of hotel. The Company will cover only the cost of the room and applicable taxes.

MEALS

- 23.05 On overnight stays the Company shall reimburse Pilots for receipted meals expenses, excluding liquor and tips, as follows:

Breakfast	\$14.00
Lunch	\$18.00
Dinner	\$28.00

On the day of departure dinner may be claimed. On the day of return, if your check out time is:

Prior to 06:00	all meals excluded
Prior to 13:00	breakfast may be claimed
Prior to 18:00	breakfast and lunch may be claimed
After 18:00	all meals may be claimed.

The company will pay pilots a lunch per diem for duty days over 11 hours.

- 23.06 Receipted expenses for meals in the United States will be paid in U.S. dollars.

GROUND TRANSPORTATION

- 23.07 Where necessary, crew transportation shall be provided by the Company between the airport and hotel or Company provided accommodations. If courtesy transportation is available, the Pilots will use it. If courtesy transportation is not available, the Pilot may use other reasonable means of transportation to his place of lodging, providing pre-approval is obtained from crew scheduling. Pilot must submit receipts for expenses incurred.
- 23.08 When a Pilot is required and approved by the Company to use his personal vehicle for Company business he will be reimbursed at a rate of forty-nine (49) cents per kilometer. If a Company vehicle is offered and the Pilot chooses to use his own vehicle no reimbursement will be provided.

**ARTICLE 24: UNIFORMS AND EQUIPMENT**

- 24.01 The Company shall provide each Pilot initially with four (4) Company shirts, one (1) tie, and one (1) set epaulet. Annually, three (3) company shirts, and one (1) tie.
- 24.02 Standard Company dress code requires black pants, black shoes and black socks.
- 24.03 The Company will reimburse Pilots for pants to a maximum of one hundred (\$100.00) dollars per year. Original receipt must be submitted with proper expense claim form, and

must be submitted within seven (7) calendar day after the month in which the expense was incurred.

#### **ARTICLE 25: BEREAVEMENT LEAVE**

25.01 When a member of a Pilot's immediate family dies, the Pilot shall be excused from work and paid the balance of the work day. As well, the Pilot shall be permitted to be off work and paid for the three (3) days immediately following the day of the death providing he or she was scheduled to work those days. In addition, the Pilot may also take the fourth (4) and fifth (5) day immediately after the death, off work without pay if he so chooses. Management may grant additional unpaid leave as deemed necessary.

25.02 Immediate family means the spouse, parents, children, sisters, brothers, father-in-law, mother-in-law of the Pilot, and includes any relative permanently residing in the Pilot's household or with whom the Pilot resides.

#### **ARTICLE 26: MEDICAL LEAVE OF ABSENCE AND SICK DAYS**

26.01 The Company will grant a leave of absence to Pilots suffering occupational or non-occupational illness or injury for a reasonable period of time. Medical certificate(s) will be requested by the Company. The Pilot shall have a reasonable length of time to present such medical certificate(s). The Pilot shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as reasonably possible. A Pilot granted a medical leave of absence shall maintain his seniority for the duration of such leave.

26.02 A doctor's certificate is required for any period of sickness in excess of three (3) days.

26.03 Full time Pilots shall be entitled to accrue and accumulate one (1) day of sick leave every three months to a maximum of four (4) paid sick days per year.

26.04 Pilot's unused credited sick leave shall be carried over to a successive year providing that the total credited sick leave at any given time does not exceed six (6) days.

#### **ARTICLE 27: JURY DUTY**

27.01 A Pilot called and serving on jury duty shall be granted a leave of absence without pay and shall retain and accrue seniority and service for all purposes during such absence.

#### **ARTICLE 28: MATERNITY, PREGNANCY, PARENTAL, PATERNAL, ADOPTION LEAVE**

28.01 Pilots who have completed six (6) consecutive months of continuous employment are entitled to an unpaid leave of absence for pregnancy upon presentation of a medical certificate. A written application must be submitted at least four weeks before such absence is to commence and must state the intended length of leave. The period of maternity leave shall begin no earlier than 11 weeks before the anticipated date of delivery set out in the medical certificate and shall end no later than 17 weeks following the actual delivery date. An eligible Pilot who assumes actual care of the newborn or newly adopted child is entitled to thirty-seven (37) weeks of unpaid parental leave. Parental leave can be taken in combination with maternity leave but must not exceed fifty-two (52) weeks. A Pilot wishing to combine leaves, however, must do so in one block of continuous time. Benefits and seniority will continue to accrue. Pilots who are

entitled to benefits will continue to be responsible for their portion of benefit contribution payments during this time.

#### **ARTICLE 29: PERSONAL LEAVE OF ABSENCE**

- 29.01 Pilots who have completed one (1) year of continuous service may request a Personal leave of absence without pay to be taken at a mutually agreed upon time. Such requests must be submitted in writing with as much notice as possible. The Company may or may not grant the leave based on Company requirements.
- 29.02 If a Pilot intends to engage in flying employment for remuneration, while on a leave of absence, he shall obtain written approval from the Company prior to doing so. Permission will not be granted to fly for competitive air carrier. Failure to comply with this restriction will result in termination of employment.
- 29.03 Pilot Seniority shall be maintained but not accumulate during this time.
- 29.04 During a leave of absence the time the Pilot is away will not be accredited towards a Pilot's service with the Company for the purpose of pay progression and vacation entitlement.
- 29.05 Group Insurance Benefits will be discontinued for the duration of the absence. For leaves of absence of longer than 2 months reinstatement to Company benefit plan will occur following a three (3) month waiting period.
- 29.06 Any overstay or breach of terms on leave of absence will be regarded as resignation without notice.
- 29.07 Pilot is responsible to ensure Company has current and reliable contact information during leave of absence.
- 29.08 Upon return to work the Pilot must hold a current Cat. 1 Transport Canada medical certificate. The training department must be notified at least eight (8) weeks prior to the end of the leave of absence to confirm return date.

#### **ARTICLE 30: MEDICAL EXAMINATIONS**

- 30.01 All fees for medical examinations required by Transport Canada Regulations, incurred by Pilots after the completion of their probationary period, shall be paid by the Company. This includes physical examinations, ECG's and audiograms.

#### **ARTICLE 31: BENEFITS PLAN**

- 31.01 The benefit plan will be covered as a Letter of Intent. The Letter of Intent will be under Schedule "E".
- 31.02 Pilots contribute one hundred percent (100%) of STD and LTD premiums to receive a sixty-six and two-thirds percent (66 2/3%) insured benefit. All decisions regarding eligibility and coverage shall be made by the group benefit carrier(s).

## **ARTICLE 32: OPERATING ENGINEERS' PENSION PLAN**

32.01 All pilots shall contribute to the Operating Engineer's Pension Plan; pension contributions shall be deducted through payroll. The Company shall remit such monies deducted to the Union on or before the fifteenth (15th) of the month next following the month in which deductions were made. When such remittances are made, the Company shall indicate the name of each Pilot, the Pilots Social Insurance Number and the amount of money which is being remitted for such Pilot.

Operating Engineer's Pension Plan contribution amount is one (1) percent of annual salary.

## **ARTICLE 33: GENERAL**

33.01 Union/Pilot notice board shall be provided on the Pilots web page for the posting of all official Union notices. The web page will not be used for the purpose of disseminating political information. The right is reserved to the Company to remove material offensive to the Company.

33.02 The current Seniority List and a copy of the Collective Agreement shall be posted on the Union/Pilot web page.

33.03 To remain actively employed, all Pilots must have or promptly obtain a valid RAIC clearance and if necessary the ability to enter and fly into the United States.

## **ARTICLE 34: SAFETY COMMITTEE**

34.01 The Union will ensure that a Pilot representative serves on the Hawkair Health and Safety Committee. Safety Committee shall hold meetings as per Occupational Health and Safety, Canada Labour Code Part II and SMS regulations. These meetings shall normally be held during the duty time of Pilots. Pilots shall be paid for attending Safety Committee meetings if meetings are held outside their regular work hours.

## **ARTICLE 35: INCIDENTS/ACCIDENTS**

35.01 Where a pilot is involved in an incident or accident related to the operation of Company aircraft, the pilot may be held out of service for a reasonable length of time, with pay, pending the outcome of an investigation into the incident/accident by the Company.

## **ARTICLE 36: SAVINGS CLAUSE**

36.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

36.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the

purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

36.03 No employee, who prior to the date of this agreement was receiving more than the rate of pay as set out in schedule "A" attached hereto, shall suffer a reduction of pay, because of the adoption of this agreement.

**ARTICLE 37: DURATION**

37.01 This agreement shall be in full force for four (4) years and effect from and including June 1st, 2013 to and including May 31st, 2017 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date of June 1st, 2017 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer shall lockout, or the parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

HAWKAIR AVIATION SERVICES LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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## SCHEDULE "A": RATES OF PAY

The Company has the option of paying a higher starting rate to a newly hired Pilot based on the Pilot's experience.

Pay Scales Dash 8-100/300

1. Captain Pay Scale

Level1 - \$60,000 annually (6 mth.  
Performance review)

\$63,000 annually

Level 2 - \$66,150 annually

Level 3 - \$69,457 annually

Level 4 - \$72,929 annually

Level 5 - \$76,575 annually

Level 6 - \$80,403 annually

Level 7 - \$84,423 annually

Level 8 - \$88,644 annually

Level 9 - \$90,000 annually

Level 10 - \$92,000 annually

Level 11 - \$94,000 annually

Level 12 - \$96,000 annually

Level 13 - \$98,000 annually

Level 14 - \$100,000 annually

Level 15 - \$102,000 annually

2. First Officer Pay Scale

Level 1 - \$37,012 annually (6 mth.  
Performance review)

\$37,012 annually

Level 2 - \$38,862 annually

Level 3 - \$40,805 annually

Level 4 - \$42,845 annually

Level 5 - \$44,987 annually

Level 6 - \$47,236 annually

Base salary includes: scheduled days, reserve days, training, travel time, vacation pay.

		195 day rate	Day rate after pension contribution 1%
<b>1. Captain Pay Scale</b>			
Level 1 - \$60,000 annually (6 mth)	\$60,000.00	\$307.69	\$304.62
\$63,000 annually	\$63,000.00	\$323.08	\$319.85
Level 2 - \$66,150 annually	\$66,150.00	\$339.23	\$335.84
Level 3 - \$69,457 annually	\$69,457.00	\$356.19	\$352.63
Level 4 - \$72,929 annually	\$72,929.00	\$373.99	\$370.25
Level 5 - \$76,575 annually	\$76,575.00	\$392.69	\$388.77
Level 6 - \$80,403 annually	\$80,403.00	\$412.32	\$408.20
Level 7 - \$84,423 annually	\$84,423.00	\$432.94	\$428.61
Level 8 - \$88,644 annually	\$88,644.00	\$454.58	\$450.04
Level 9 - \$90,000 annually	\$90,000.00	\$461.54	\$456.92
Level 10 - \$92,000 annually	\$92,000.00	\$471.79	\$467.08
Level 11 - \$94,000 annually	\$94,000.00	\$482.05	\$477.23
Level 12 - \$96,000 annually	\$96,000.00	\$492.31	\$487.38
Level 13 - \$98,000 annually	\$98,000.00	\$502.56	\$497.54
Level 14 - \$100,000 annually	\$100,000.00	\$512.82	\$507.69
Level 15 - \$102,000 annually	\$102,000.00	\$523.08	\$517.85
<b>2. First Officer Pay Scale</b>			
Level 1 - \$37,012 (6 mth)	\$37,012.00	\$189.81	\$187.91
\$37,012	\$37,012.00	\$189.81	\$187.91
Level 2 - \$38,862 annually	\$38,862.00	\$199.29	\$197.30
Level 3 - \$40,805 annually	\$40,805.00	\$209.26	\$207.16
Level 4 - \$42,845 annually	\$42,845.00	\$219.72	\$217.52
Level 5 - \$44,987 annually	\$44,987.00	\$230.70	\$228.40
Level 6 - \$47,236 annually	\$47,236.00	\$242.24	\$239.81

## **SCHEDULE "B": TRAINING PREMIUM RATES OF PAY**

Designated and qualified training pilots, in accordance with Transport Canada or Company requirements shall be remunerated in addition to the normal base pay as follows:

### Check "A" (Transport Canada Approved)

- \$ 400.00 per month

\*\* includes administration, prep time, training team participation and coordination.

### Designated Company Training Captain (SIM GS FLT TRNG)

- \$300.00 per month

\*\* includes administration, prep time, training team participation and coordination.

### Training Pay Schedule: (Additional)

- (i) Simulator/Flight Training: \$50.00 per hour  
includes: PPC Check Rides, includes airborne training
- (ii) LID/ Line Check Training: \$75.00 per day
- (iii) Ground School: \$100.00 per day
- (iv) CPT (Cockpit Procedures Training): \$35.00/hour
- (v) IPT (Integrated Procedures Training): \$50.00/hour

### Note(s):

- (i) All training shall be approved by the Chief Pilot and training records of completion shall be completed in an accurate and timely manner submitted to the Operations Coordinator.
- (ii) Training will be approved for payment upon accurate completion of training records.
- (iii) Base salary and training pay combined cannot exceed pay level 15.



**SCHEDULE "C": UNION DUES – CHECK OFF FORMS**



**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**

Office Use Only  
 Local: 115  A  B  C

rise above.

I hereby make application to become a member thereof and if accepted I agree to abide by all rules and obligations of the Union.

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Social Insurance Number

Day / Month / Year  
 Date of Birth

Surname \_\_\_\_\_ First Name \_\_\_\_\_

Male  Female

Mailing Address \_\_\_\_\_

Town/City \_\_\_\_\_ Postal Code \_\_\_\_\_ Telephone \_\_\_\_\_

Employer \_\_\_\_\_ Classification \_\_\_\_\_ E-mail \_\_\_\_\_

In applying for a membership, I understand that the Union intends to apply to be certified as my exclusive bargaining agent to represent me in collective bargaining.

Witness \_\_\_\_\_ (Member) \_\_\_\_\_ Reg. # \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Witness \_\_\_\_\_ (Member) \_\_\_\_\_ Reg. # \_\_\_\_\_ Date of Application \_\_\_\_\_

**SEE OVER**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**  
 4333 Ledger Avenue  
 Burnaby, B.C. V5G 3T3

**AUTHORIZATION FOR EMPLOYER DUES AND ASSESSMENT DEDUCTIONS**

Date \_\_\_\_\_

Employer \_\_\_\_\_

Employee \_\_\_\_\_

S.I.N. \_\_\_\_\_

I, the undersigned, hereby authorize and request my employer to deduct from my wages once each month, an amount equal to the current monthly dues. I also authorize and request my employer to deduct from my wages any initiation fees or assessments or arrears as claimed or billed by the International Union of Operating Engineers, Local 115 and to include my social insurance number.


The money thus deducted is to be remitted monthly to the International Union of Operating Engineers, Local 115, who will keep the Employer advised to the current amount of my dues or assessments to the Union.

I further acknowledge all deductions made and absolve my Employer of any responsibility for the amounts deducted as claimed or billed by the Union, provided all such monies deducted are remitted to the Union on my behalf.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Employee Signature

**Employer to retain this card with payroll records.**



**SCHEDULE "D": JOINT CONSULTATION COMMITTEE (LMCC)**  
**LABOUR-MANAGEMENT CONSULTATION COMMITTEE (LMCC)**

**TERMS OF REFERENCE**

PREAMBLE

Consultation is used to develop and maintain sound and harmonious labour-management relations. It is a means of seeking and exchanging information, advice and opinions on workplace issues between labour and management. It is a joint process of gathering and providing information, and obtaining input from those involved in anticipated changes; development of policies, procedures, and methods; conditions of employment; and other matters of interest. Effective consultation is about building relationships; it implies a share responsibility for ownership of the process and the outcome.

PURPOSE

1. The purpose of Labour-Management Consultation Committee (LMCC) is to facilitate communication on issues relevant to the workplace.
2. LMCC provides a forum where management and employee representatives meet to exchange information on policy, procedures, conditions of employment and other matters of interest to the parties, in an atmosphere of mutual respect and trust.
3. They provide a forum for and not limited to:
  - (a) Pilot representatives to communicate their views on subjects of importance to the membership;
  - (b) Management to make known its plans regarding the subject under discussion, the reasons for taking such action and the expected results;
  - (c) discussing such items as proposed changes in conditions and programs; physical working conditions; equipment, tools and uniforms; training programs;
  - (d) discuss and address specific impacts of regional and national issues and events on Hawkair employees;
  - (e) discuss proposals for joint action to address specific issues;
  - (f) alleviating fears and prejudices created by workplace rumours.
3. To foster effective two-way communication and mutual understanding.
4. LMCC does not limit management's authority, nor do they interfere with a union's rights as established by legislation or collective agreements. While consultation does not involve mutual decision-making or formal agreement, it does imply that management should take into account the views and suggestions advanced by Pilot committee representatives.

## JURISDICTION

All matters may be subject to consultation except:

- (a) those that could lead to altering or changing the form or intent of an Act, collective agreement; or regulations governing terms and conditions of employment;
- (b) matter which are under consideration through formal methods (e.g., appeals and grievances);
- (c) matters for which other formal channels have been established (e.g., Occupational, Safety and Health committees).

## COMPOSITION OF THE COMMITTEE

Employer representatives should include individuals with the appropriated managerial authority to make decisions and to speak to the issues of concern. This should include the Chief Pilot, or departmental representative, and Human Resource official.

Bargaining unit representatives elected by the Pilots group.

Resource persons include a committee secretary, which management provides.

By mutual agreement, additional persons may be invited for the purpose of providing advice or information on particular agenda items, or establishes sub-committees and/or working groups where a subject matter requires in-depth study.

## COMMITTEE MEETINGS

Local-management consultation committee meetings will be held on the Company's premises during working hours, if practical, on the first Thursday of March, June, September, and December. There shall be equal representation from each group at the meetings.

Special meeting, if required, can be held at the call of the Co-Chairs.

Committee representatives shall be given adequate time to prepared for the meeting and to travel to and from the meeting.

Committee representatives will be protected against any loss of regular pay due to attendance at the meetings, for preparation or follow-up from the meetings, and travel cost associated with meetings.

## CHAIRMANSHIP

There shall be a Chairperson for each meeting. The Chairperson shall alternate between Pilot group and Management.

## AGENDA

The sponsor will submit the issue, background information and suggestion/recommendation action request on the submitted agenda item so that preparatory work can be done to ensure a productive meeting.

The Co-Chairs will jointly determine the agenda in advance of each meeting to be distributed with the notice of the meeting. The agenda shall be considered as an aid to the conduct of the meeting, but shall not preclude discussion of other business not foreseen sufficiently in advance.

Unresolved issues from the Labour-Management Consultation Committee are to be tabled to the next appropriate Labour Management Consultation Committee.

#### MINUTES

The LMCC secretary will keep accurate records of all matter that come before the committee.

Meeting minutes will be prepare and distributed as soon as possible after the meeting.

The distribution of the minutes will take place within twenty (20) working days.

These minutes will be approved by the Co-chairs.

Minutes will be distributed to all in attendance at the meeting. In addition, the minutes will be posted on the pilots web page.

#### REVIEW

The Terms of Reference may be amended at any time with the consent of both parties.

**LETTER OF INTENT**  
**SCHEDULE "E": BENEFITS PLAN FOR PILOTS**  
**[Excluding Short and Long Term Disability]**

Date: September 1<sup>st</sup>, 2013

To: Mr. Craig McIntosh, International Union of Operating Engineers Local 115;

**Re: Hawkair Aviation Services Ltd. Benefit Plan for Pilots**  
**Sun Life Contract Number 100473 – Effective 01 November 2010.**

During the 2013 negotiations, the Union requested that, the existing Benefit Plan covering all employees of Hawkair be included as an integral part of the Pilot's collective agreement. The Company did not agree to such inclusion.

However, the Company does agree to state its intention to:

- (a) continue the Benefit Plan as it exists for the following four years,
- (b) continue to pay 100% of the premium for the Plan, [excluding short and long term disability], and,
- (c) consult and seek agreement with the Labour Management Consultation Committee should changes to the Plan become necessary.

It is expected that Sun Life Financial will continue as Plan administrator, making eligibility, coverage and claims decisions.

Disputes arising from the Benefit Plan are not subject to the grievance procedure.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

HAWKAIR AVIATION SERVICES LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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**LETTER OF INTENT**  
**SCHEDULE "F": STAFF TRAVEL POLICY**

Date: September 1<sup>st</sup>, 2013

To: Mr. Craig McIntosh, International Union of Operating Engineers Local 115

Re: **Hawkair Aviation Services Ltd. Staff Travel Policy**

During the 2013 negotiations, the Union requested that, the existing Staff travel Policy covering all employees of Hawkair, be included as an integral part of the Pilot's collective agreement. The Company did not agree to such inclusion.

However, the Company does agree to state its intention to:

- (a) continue the Staff Travel Policy as it exists for the following four years,
- (b) consult with the Union Representatives of the Pilots should amendments or cancellation of the policy become necessary.

Disputes arising from the Staff Travel Policy are not subject to the grievance procedure.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

HAWKAIR AVIATION SERVICES LTD.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 115

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