

MASTER as at 10 Jun 2018

**Proposal for a First
COLLECTIVE AGREEMENT**

Between



AND



**THE UNION RESERVES THE RIGHT TO ADD TO, DELETE FROM OR MODIFY THESE
PROPOSALS IN ANY WAY DURING THE COURSE OF NEGOTIATIONS.**

15112(01)

Memorandum of Settlement

Between:

Flair Airlines Ltd
(hereinafter referred to as the Company)

And:

Unifor Local 2002
(hereinafter referred to the Union)

The Company and the Union have agreed to, on June 10, 2018, to the attached terms and conditions that form the first (1st) Collective Agreement between the Parties.


The Parties will unanimously recommend acceptance of the Tentative Collective Agreement to their respective constituents (Flair Airlines Ltd – Board of Director, Unifor Local 2002 Membership).

Signed this 10th day of June 2018 in Toronto, Ontario

For the Company

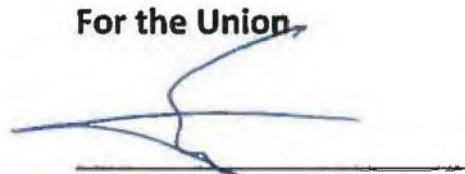


Jim Scott, President & CEO



Brent Bowyer, Chief Pilot

For the Union



Sterling Dunne
Bargaining Committee Member



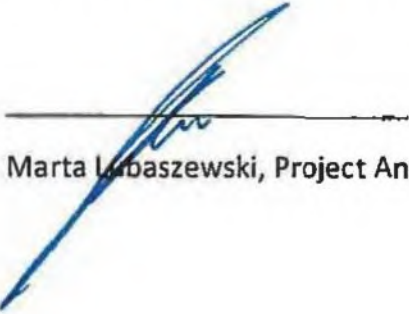
Nathan Conley
Bargaining Committee Member




Laura Burchinshaw, HR Manger



Ashley Watkins, Assistant to President



Marta Labaszewski, Project Analyst



Andrea MacBride
Unifor National Staff Representative



Euila Leonard, President Unifor Local 2002

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ACRONYMS AND DEFINITIONS

Base	An airport designated by the Company from which a Pilot's assigned duties begin and end
Block	See "Month"
Bypass	When training for an upgrade is conducted out of order, based on seniority
Calendar Day	A twenty-four (24) hour period from 0000 local time to 2359 local time. The plural shall mean consecutive calendar days, unless otherwise noted
Check In	The time the Pilot is required to report for duty
Check Out	The time the Pilot is released from duty
Classification	Any position within the Union's certification. For example; Captain and First Officer
Cockpit Voice Recorder	See "Data Recorder"
Company	Flair Airlines Ltd.
Credited Flight Time	The amount of time credited for pay purposes as outlined in Article 20 for any duty assigned to a Pilot
Crew Portal	See "Merlot"
Crew Rest	An unbroken period of rest between Duty Periods
Crew Scheduling	The department responsible for creating and updating the schedule for all pilots. This will include OCC when a regular scheduler is not available
Data Recorder	Any device which, under any form, is used for the recording and/or retransmission of data issued from the aircraft. These devices may be described as, but are not limited to: CVR, FDR, ACARS, S-mode transponder, etc.
Day	See "Calendar Day"
Deadhead(ing)	Positioning of a non-operating Pilot from one (1) location to another at the Company's request and shall be considered a Duty Period
Direct Entry Captain	A pilot who is hired by the Company to perform the duties of pilot-in-command upon completion of Company training and Company indoctrination
District Chairperson	Shall be elected by the union members to conduct district affairs of the local union
Displacement	When a Pilot is displaced from a flight or flights in block
Duty Period	The elapsed time during which a Pilot is continuously on duty beginning at the scheduled reporting time, or actual reporting time (whichever is later), and ending when released from duty
Equipment	Shall mean an aircraft
Flight Data Monitoring	Is a method of capturing, analyzing and/or visualizing the data generated by an aircraft
Flight Data Recorder	See "Data Recorder"
Flight Duty Period	A duty period in which flight(s) are assigned
Flight Operations	See "OCC"
Flight Time	The difference between "Out Time" and "In Time"
Gatekeeper	Is a Union Pilot who is the only person able to identify crews for the purpose of conducting investigations through the FDM program
Grievance	Any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement
<u>Guaranteed Day Off</u>	<u>A day during which a Pilot is not scheduled or required to</u>

	report to work for any of the following: flight duty; ground training; reserve duty; positioning; or any other form of work assigned by the Company at home base
Home Base	A Company Base which has been designated as a Pilots base of operation
In Time	The time that the aircraft comes to rest at the end of the flight
Lay Over	Any period of time between duty periods in which a Pilot is away from their Home Base on Company business
Management Pilot	Pilots who fill various management positions within the Flight Operations Department. Ten percent (10) of the total Pilot group can be nominated as Management Pilots, but no less than three (3). Those being the Chief Pilot, Operations Manager and one other position
Merlot	Refers to merlot.aero and is the system used to schedule and track all duties for Pilots
Operations Coordination Centre	The department responsible for overseeing day-of operations and crew scheduling
Out Time	The time that the aircraft first moves under its own power, or via a pushback, for the purpose of taking off
Pairing(s)	A pre-arranged flight or series of flights that will be identified on the schedule and will begin and end at the Pilot's home base
Permanent Bid Assignment	The position held by a Pilot in the system in regard to base, equipment and classification. A change in any and or all of the preceding shall constitute a change in the Pilots' Permanent Bid Assignment (PBA)
Pilot	See "Union Pilot"
Pilot in Training	A pilot that is not current and/or qualified, but who is undergoing qualification training provided by the Company
Pilot Line Indoctrination	A prescribed combination of sectors and flight hours, after initial or upgrade training, during which a Pilot is under the supervision of a Training Pilot or Line Check Pilot. Line indoctrination training is complete after a successful line check
Published	The point when the block, vacation awarding, or any other document has been sent to, or made available for viewing, to the Pilot
Quick Access Recorder	QARs are a type of flight data recorder used in flight data analysis programs. The recording medium is easily and quickly removed to permit rapid analysis of flight data.
Reserve	An assigned duty period during which the Pilot must be fit for flight duty, available to receive flight duty assignments
Union Pilot	A Pilot who is employed by the Company and falls under the certification by the Canada Industrial Relations Board

ACRONYMS

ACARS	Aircraft Communications Addressing and Reporting System
CA	Collective Agreement
CARs	Canadian Aviation Regulations
COM	Company Operations Manual
CVR	Cockpit Voice Recorder
GDO	Guaranteed Day Off

FDM	Flight Data Monitoring
FDP	Flight Duty Period
FDR	Flight Data Recorder
LOA	Leave of Absence
LT	Local Time
OCC	Operations Coordination Centre
PBA	Permanent Bid Assignment
PIC	Pilot-in-Command
PPC	Pilot Proficiency Check
PSL	Pilot Seniority List
PT	Pacific Time
QAR	Quick Access Recorder
SIC	Second-in-Command
SMS	Safety Management System
TC	Transport Canada

PREAMBLE

This Collective Agreement (the "Agreement") is entered into between Flair Airlines Ltd. (the "Company") and the Pilots in the service of the Company represented by Unifor, Local 2002 (the "Union").

The Company, the Union and the Pilots recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position. This means that the Company, the Union and the Pilots must always recognize the objectives of promoting the safety of air transportation, the efficiency of flight operations and the high quality of customer service. The Company and the Union further recognize that the maintenance of a spirit of cooperation in compliance with the terms set forth herein is desirable. In addition, both parties wish to advance the corporate goals of the Company together with the individual goals of the Pilots as represented by the Union and to do such things as may be reasonably required to promote safe, efficient and productive operations.

Pilots will keep uppermost in their minds that the safe, efficient and comfortable operation of the equipment assigned to them and the safety, comfort and well-being of the customers who entrust their lives and property to the Company and its Pilots are their first and greatest priority.

OBLIGATIONS

During the term of this Agreement, the Parties undertake to comply fully with the procedures set out in this Agreement and the *Canada Labour Code* with respect to the peaceful settlement of disputes. The Union undertakes not to call for a strike or work stoppage and the Company undertakes not to engage in any lock-out.

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 obligations under the Canadian Aviation Regulations (CARs).

ARTICLE 1 - PURPOSE & RECOGNITION

- 1.1 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its Pilots, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages and all other conditions of employment for all Pilots who are subject to the provisions of this agreement. Omission of specific mention in this contract of rights and privileges established by Management will not be construed to deprive Pilots of such rights and privileges.
- 1.2 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, and this Agreement will pertain to all its Pilots in the bargaining unit.
- 1.3 The word Pilot(s) as used in this Agreement and in accordance with Article 1.5, means any Pilot employed by the "Company" at all locations.
- 1.4 The Company will negotiate at all times necessary in the manner provided herein, with the chosen accredited representatives of the Union, for the purpose of determining any disputes which may exist or which may arise as to wages, hours of work, working conditions, or any other question affecting the Pilots. The Company agrees that it will not exercise its management rights to restrict or limit the rights of its Pilots herein granted.
- 1.5 In accordance with the certification issued 6th day of January 2017 by the Canada Industrial Relations Board, the Company recognizes Unifor as the sole bargaining agent for all Pilots in the employ of the Company, excluding the Training and Standards Manager, the Chief Pilot and persons above the rank of Chief Pilot.

1.6 Flying of Company Aircraft

Only Union Pilot(s) whose name(s) appear on the Pilot Seniority List (PSL) shall be assigned to and scheduled to operate any Company flying as Pilots on aircraft operated by the Company. Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, cargo, placement, ferry, charter, maintenance test flights, publicity flights, line checks, line indoctrination, simulator training and conduct pilot proficiency checks (PPCs). Such flying shall be in accordance with the terms and conditions of this Agreement.

- 1.7 (a) Management Pilots may displace Union Pilots after flying has been scheduled. A Union Pilot who is so displaced shall not be subject to reassignment by the Company and shall receive full flight/duty for the said flight.
 - (b) A Management Pilot may be scheduled for and perform flying duties as enumerated in Article 1.6 up to a maximum of fifty (50) actual hours in a month. Any hours in excess of this shall require the consent of the Union, which shall not be unreasonably withheld. Information as to hours flown by Management Pilots will be made available, upon request, to the Union.
 - (c) The Company has the right to create Management Pilot positions up to, but not exceeding, ten percent (10%) of the total bargaining unit membership.
- 1.8 Wet-leases (i.e., Contracting with another Company for the provision of an aircraft with Pilots) may be entered into by the Company under the circumstances listed in Article 1.8 (a) and Article 1.8 (b) provided such leases are not entered into with a Company owned by Flair Airlines Ltd. that has been declared as a single employer under the *Canada Labour Code*.

- (a) To carry out flying on a temporary basis due to a lack of available aircraft for reasons beyond the Company's control (i.e. weather conditions, mechanical failures, acts of God, delay of aircraft delivery). This provision is not meant to allow the Company to maintain the Company

fleet and/or Pilot staffing levels below those that would normally be required to maintain operational integrity.

- (b) If circumstances arise that require the wet-leasing of aircraft for periods to exceed ninety (90) days in a calendar year, the duration of the wet-lease shall be determined through consultation between the company and the District Chairperson. Prior to entering into such wet-leases, the Company shall advise the District Chairperson. Discussions shall be held to examine the feasibility of those Pilots whose names appear on the PSL operating the leased aircraft. In any such event, there shall be no reductions in equipment, classification, or base as a direct result of such wet-leases. There will be no furloughs as a result of a wet-lease.

1.9 In the event new types of aircraft are procured, Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the purpose of qualifying Pilots whose names appear on the PSL.

- (a) The Company shall advise the District Chairperson of the use of Contract Pilots as soon as practicable and in no case later than thirty (30) days prior to their use,
- (b) The service agreement between the Company and Contract Pilot shall not exceed one hundred and twenty (120) calendar days for pilots contracted after the date this Collective Agreement is ratified, unless mutually agreed upon by the parties.

1.10 This Agreement assumes that 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.

ARTICLE 2 - DISCRIMINATION / HARASSMENT

DISCRIMINATION / HARASSMENT PROHIBITED

2.1 The Company and the Union recognize and agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives. It shall be the right of Pilots to work in an environment free from harassment based on age, race, creed, national or ethnic origin, political or religious affiliation, sex, gender identity/expression, sexual orientation, marital status, same sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the Union. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

Bullying and Harassment:

Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected and their dignity is denied. Properly discharged management responsibilities such as the assignment of work tasks, Pilot coaching and progressive discipline are not considered bullying.

2.2 The Union and Company agree that no Pilot shall be discriminated against on account of membership or non-membership in the Union or by reason of activity or lack of activity in the Union.

Complaint Resolution - Discrimination or Harassment:

If a Pilot believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of the discrimination, the Pilot may:

- (a) Tell the person involved as soon as possible how they feel and request that they stop the conduct found offensive;
- (b) If the Pilot feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the Company and the Unifor Local 2002 Human Rights Coordinator;
- (c) The parties will review the complaint and where warranted, a joint investigation will be conducted;
- (d) It is the intention of the Union and the Company that, where practical, a joint investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the complaint. These timelines may be extended by mutual agreement;
- (e) All matters will be dealt with the utmost confidentiality;
- (f) Any complaint not resolved through this process may be addressed by the Union or the complainant directly to the Company, pursuant to the grievance procedure;
- (g) Should the claim involve a non-bargaining unit Pilot, discipline, if any, shall not be subject to the grievance and arbitration procedure; and
- (h) Nothing herein shall prevent a Pilot from seeking redress under the *Canadian Human Rights Act* with respect to complaints of discrimination or harassment.

ARTICLE 3 - UNION SECURITY

- 3.1 All current Pilots who have not done so and all new Pilots will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee, supplied by the Union and returned to the Local.
- 3.2 The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union dues and/or initiation fee to be deducted in line with the constitutional requirement of the National Union.
- 3.3 The Company agrees to deduct monthly on the 15th of the month from the salary due and payable to each Pilot, an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its constitution.

The total amount of such dues deducted shall be remitted by the Company, together with a list of names of Pilots from whom the deductions were made, to the Secretary Treasurer of the Local Union, not later than the 15th day of the month following the month in which the dues are deducted. Union dues shall be one point thirty-five percent (1.35%) of the Pilot's regular pay with respect to regularly scheduled hours worked by the Pilot, vacation pay, and statutory holiday pay.

The Company shall furnish to the Union on at least a monthly basis, a complete dues listing including:

- the names of all active and inactive Pilots;
- the amount of dues deducted for each Pilot;
- the relevant rate of pay and job classification for each Pilot;
- the salary upon which union dues were calculated; and
- a reason should there be no deductions (i.e., Workers Compensation Benefits, furlough, etc.).

The Union agrees to provide sixty (60) days advance notice to the Company of any change in its dues structure.

3.4 Dues Deduction

Membership in the Union will be a condition of employment for those Pilots covered under the scope of the Agreement.

Calculation of deductions shall commence on the first day of the month following ratification.

The Company shall print the amount of Union dues paid in the previous year on each Pilot's Income Tax (T4) slip.

The Company shall forward to the Union Local 2002 office a list of all newly hired Pilots and their mailing addresses, phone numbers, and email addresses where provided within thirty (30) days of the Pilot's hiring. The Union Local 2002 office will be provided an updated list every six (6) months.

3.5 New Pilot Orientation

The Company agrees to acquaint new Pilots with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check off. A new Pilot shall be advised of the name and location of their Union Representative. The Company agrees that a Union Representative will be given an opportunity to interview each new Pilot within regular working hours, without loss of pay, for thirty (30) minutes during new hire Company indoctrination for the purpose of acquainting the new Pilot with the benefits and duties of Union membership, and the Pilot's responsibilities and obligations to the Company and the Union.

ARTICLE 4 - SENIORITY

- 4.1 The fundamental rules respecting seniority are designed to give Pilots an equitable measure of security based on length of service with the Company as per the provisions of Article 4.2.
- 4.2 Seniority will be established and maintained for all Pilots on the PSL. Seniority on the PSL shall begin to accrue from the date a Pilot is first hired as a pilot by the Company and will continue to accrue except as otherwise provided for in this Agreement.
- 4.3 All Pilots' names will appear on a seniority list as of their date of hire, and be revised by the Company every six (6) months or as required. The seniority list will be emailed to all Pilots. A copy of such list will be given to the Union and emailed to all Pilots. The list will be open for correction for a period of sixty (60) calendar days from date of posting, on presentation of proof by a Pilot or a representative of the Union.

- 4.4 Pilots will be regarded as probationary Pilots for the first ninety (90) calendar days of their employment. Seniority will start from the first date of hire and their name will appear on the PSL in order of the respective date of hire. The probationary period may be extended by mutual agreement of the Parties.
- 4.5 In the event more than one (1) Pilot is hired on the same date, the Company and the Union will randomly draw and assign each Pilot with a seniority number.
- 4.6 The Company is responsible for maintaining the PSL. This seniority list shall contain the names and seniority numbers of all Pilots as well as respective seniority dates.
- 4.7 Subject to the provisions of this Agreement, Canadian Aviation Regulations (CARs) and Pilot qualifications/abilities, pilot seniority shall govern awarding of positions, furloughs and recall, changes in required staffing, vacation periods, and scheduling as per Article 20.
- 4.8 Seniority rights shall cease for any of the following reasons:
1. If a Pilot voluntarily quits the employ of the Company;
 2. If a Pilot is discharged for just cause and such Pilot is not reinstated pursuant to the provisions of the grievance procedure;
 3. If a Pilot overstays a leave of absence or remains away from work without permission for a period of more than five (5) consecutive working days, the Pilot shall be subject to discipline up to and including discharge, unless the Pilot has a justifiable reason for such absence;
 4. If a Pilot fails to report for work in accordance with a notice of recall, or within thirty (30) working days after registered mailing date of such notice, whichever is later, unless a satisfactory reason is given; or
 5. If on furlough status, a Pilot will be retained on the seniority list for a period not to exceed sixty (60) consecutive months.
- 4.9 Nothing in the Agreement shall restrict the Company's right to transfer Pilots to management duties with their concurrence or the right to withdraw Pilots from such management duties.
- 4.10 A Pilot returning from managerial duties shall be able to return to line flying as per their seniority and Permanent Bid Assignment (PBA). When the provisions of Article 4.10 are exercised, no pilot on the PSL will be bumped from their current PBA.
- 4.11 A Pilot will retain and accrue seniority unless they:
- (a) are on furlough status for a period longer than sixty (60) consecutive months;
 - (b) fail to return from furlough under the Recall procedure outlined in Article 6;
 - (c) retire; or
 - (d) engage in flying employment while on leave of absence without the written consent of the Company.
- 4.12 In making a selection to fill a job vacancy to a position outside of the positions of First Officer and/or Captain, the Company shall consider:
- (a) the qualifications and ability of the Pilot to do the job; and
 - (b) the seniority of the Pilot involved.

4.12.1 When the factors in 4.12 (a) above, are equal between Pilots, seniority shall govern. If there are no qualified internal applicants, the Company may hire a qualified Pilot from outside the bargaining unit.

ARTICLE 5 - RESERVATIONS OF MANAGEMENT

5.1 Management of the Company and direction of the work force are vested solely and exclusively in the Company, and shall not in any way be abridged except by specific restrictions as set forth in this Agreement.

5.2 The Company hereby retains the sole and exclusive control over all matters concerning the operation, management and administration of its business.

5.3 Without limiting the generality of the foregoing, the Company's rights shall include the following:

(c) to select hire, transfer, promote and demote Pilots, and to discipline or discharge Pilots for just cause except by specific restrictions as set forth in this Agreement;

(b) to require Pilots to observe Company rules and regulations not inconsistent with the terms of this Agreement;

(c) to maintain order, discipline and efficiency; and

(d) (i) to determine and change the service and business of the Company and the schedules with respect to the same;

(ii) to determine and change the locations where the Company's business is carried on;

(iii) to determine and change the methods of carrying out the Company's business and service; and

(iv) set uniform standards for the performance of work.

5.4 The foregoing enumeration of Management Rights shall not be deemed to exclude other rights of management not specifically set forth. The Company, therefore retains all rights not otherwise specifically covered by this Agreement, by regulation, by legislation or applicable law, irrespective of whether the same have been hereto exercised.

5.5 No non-exercised of a right by the Company shall be construed as a waiver of that right.

ARTICLE 6 - FURLONGHS, REDUCTIONS AND RECALL

6.1 Furlough and Reductions

6.1.1 A Pilot on furlough shall continue to accrue seniority except for pay and vacation purposes.

6.1.2 Prior to a notice of furlough being issued and with as much notice as possible, the Company shall notify the Union to enable the parties to discuss possible ways of avoiding a furlough or minimizing the adverse effect of furloughs.

6.1.3 When it is determined that there shall be a reduction in the total system PBAs, the Company shall issue a memorandum to all Pilots advising of the requirement for reductions. Prior to any furloughs, all surplus Pilots shall 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. If, after taking this action, furloughs are still required, Pilot furloughs shall occur in reverse order of seniority.^{in 2018}

- 6.1.4 The Company shall endeavour to provide as much written notice as possible and in no case provide less than thirty (30) consecutive calendar days written notice to a Pilot being furloughed, and shall copy the notices to the Union.
- 6.1.5 A Pilot shall be paid out any outstanding vacation or statutory holiday days earned to their furlough date.
- 6.1.6 A Pilot who is on furlough shall file their address with the Company and shall thereafter promptly advise the Company of any change in address.
- 6.1.7 The Company shall provide space-available flight benefits for the duration of the furlough.

6.2 Recall

- 6.2.1 When there is a vacancy in the Pilot complement during the period of furlough, Pilots shall be recalled in order of seniority.
- 6.2.2 Initial notification of recall may be given to the Pilot by a telephone call or e-mail. Official notice shall be sent to the Pilot via registered mail to their last address on file and contain the reporting date and location.
- 6.2.3 The Company shall give the Pilot their recall notice not less than thirty (30) consecutive calendar days prior to their reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.
- 6.2.4 Within seven (7) consecutive calendar days of receipt of the recall notice, the Pilot shall notify the Company as to whether they accept or waive the notice of recall. A Pilot has been deemed notified upon receipt of their registered letter.
- 6.2.5 If a Pilot waives or does not accept their recall, the recall shall be offered to the next senior Pilot on furlough.
- However, in all cases, the most junior Pilot who is on furlough shall be obliged to accept the recall, return to the classification they were laid off from or permanently forfeit their position on the PSL.
- 6.2.6 A Pilot who waives their recall will have no further right of recall until the next notice of recall.
- 6.2.7 A Pilot who is obliged to report must report thirty (30) consecutive calendar days after receiving notification or the required reporting date, whichever is later. However, a different reporting date may be arranged by mutual agreement between the Company and the Pilot. Such agreement shall not be unreasonably withheld.
- 6.2.8 The Company may, at its sole discretion, grant a Leave of Absence (LOA) to any Pilot who is recalled but who is unable to report for duty.
- 6.2.9 Should a Pilot be medically unfit to return to duty, they shall be placed on medical leave without compensation.

6.3 Severance

- (a) After twelve (12) consecutive months on furlough, if a Pilot has not been recalled, they may elect to terminate their employment and receive severance as per Article 6.
- (b) If a Pilot on furlough is not recalled prior to the expiration of their recall rights as per Article 6 they will receive severance as per Article 6.
- (c) A Pilot who is entitled to severance will be paid one (1) week per completed year of service to a minimum of two (2) weeks and a maximum of sixteen (16) weeks.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

- 7.1 No Pilot shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the Pilot will take place prior to disciplinary or discharge action being taken.

- 7.2 The Company will advise a Pilot of the reason for any discussion regarding an investigation which could lead to discipline or discharge. The Company will offer a Pilot the right to have the presence of a duly accredited representative of the Union. Should there be difficulty in obtaining a Union Representative, the Union will be allowed a reasonable period of time to rectify the situation prior to proceeding with either the investigatory hearing or disciplinary action, provided any delay does not jeopardize the investigation.
- 7.3 A Pilot who has been disciplined or discharged may file a grievance in accordance with Article 9. However, only by mutual agreement between the Company and the Union, grievances under the provisions of this Article may proceed directly to Step Two of the Grievance procedure or to Arbitration.
- 7.4 Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service pending investigation for a maximum of seven (7) days to provide the Company with sufficient time to investigate and consider all factors. In such a case, the Pilot's pay shall not be adjusted until a decision has been made by the Company.
- 7.5 Where disciplinary or discharge action is taken, the suspension will not be served until the grievance procedure has been exhausted.
- 7.6 When disciplinary or discharge action is taken by the Company, the Pilot will be advised in writing, together with the reasons therefore, with a copy to the District Chairperson.
- 7.7 Provided there is no reoccurrence, a review of any discipline will be conducted by the Company after twelve (12) months have elapsed. Disciplinary documents will be removed from a Pilot's personnel file and considered inadmissible as evidence in any disciplinary proceedings after eighteen (18) months provided in those eighteen (18) months there has been no further disciplinary action. Notwithstanding the above, it is further agreed that any disciplinary proceedings regarding discrimination, bullying, or harassment will remain on the personnel file for a period of twenty-four (24) months if there has been no further disciplinary action. A Pilot will be permitted to review their personnel file at a mutually agreed to date.
- 7.8 In the event that discipline or discharge is modified through either the Grievance or Arbitration procedures, the original advice shall be removed from the Pilot's personnel file, and replaced with the modified advice where the Pilot is not completely exonerated.

ARTICLE 8 - JOB POSTING

8.1 General

- 8.1.1 The Company reserves the right to hire Direct Entry Captain(s), although it is Company policy to promote/upgrade from within. To the extent possible, all vacant positions will be filled by qualified Pilots respecting seniority.
- 8.1.2 Before hiring any Direct Entry Captain(s), the Company will advise the Union of its intentions and the reasons thereof. If the Union so desires, the Union may have a representative, in coordination with the Chief Pilot's office, review a list of all First Officers who have the minimum upgrade qualifications to bid for an upgrade. All of these First Officers will be evaluated by the Company in accordance with Article 8.2.

8.1.3 Minimum Upgrade Qualifications

To qualify for initial upgrade training to Captain, a Pilot should meet the following minimums:

- a) a current Airline Transport Pilot License;
- b) five-thousand (5,000) hours Total Flight Time; and
- c) two-thousand (2,000) hours Total Flight Time on Jets over 100,000 lbs., or one-thousand (1,000) hours PIC Flight Time on Jets over 100,000 lbs.

NOTE: For each year on type with the Company, a Pilot may reduce their total flight time requirements by five hundred (500) hours. The total reduction will not exceed one thousand (1000) hours.

8.2 Evaluation by the Flight Operations Department

8.2.1 Prior to approving a Pilot for initial upgrade training to Captain, the Company will conduct the following evaluation.

1. The Pilot's training file will be reviewed to determine if past performance reports support what is expected of a Captain; and
2. Written reports from Captains and Check Captains with whom the candidate has flown will be obtained to assess the candidate's suitability for the upgrade.

8.2.2 If the senior candidate is bypassed, that decision, together with specific reasons for denial of their bid, will be conveyed in writing by the Chief Pilot, or their designate, to the candidate within ten (10) business days of the posting of the bid award. The written report is for professional development purposes only. Should a grievance be filed with respect to a candidate being bypassed, the Chief Pilot's decision may only be reversed where the decision was arbitrary, discriminatory or made in bad faith.

NEW 8.3: Training Program

8.3.1 Captain Training Program Selection Process

The Company will only select Pilots for the Captain Training Program who have successfully completed the Company's Captain selection process. Pilots who have a minimum of four thousand (4,000) hours total time may request to participate in the Captain selection process. To be eligible for the review, the Pilot must present to the Company's "Captain Training Selection Committee" two (2) formal written training/check Captain references, two (2) formal written line Captain references, and must successfully pass a Company written operational exam, dedicated simulator ride, and Captain section panel interview. Failure to be recommended by the Captain Training Selection Committee to participate in the Captain Training Program will be documented in writing; a copy of which will be provided to the candidate along with a Company endorsed Pilot Development Program. A second attempt to be approved for the Captain Training Program may be requested by the Pilot once the Pilot has completed the Pilot Development Program requirements. All Pilots will be allowed two (2) attempts in total to be recommended for the Captain Training Program by the Captain Training Selection Committee. A second failure to be recommended for the Captain Training Program will result in the Pilot being classified as a "Career First Officer" and that Pilot will remain in the rank of First Officer for the duration of their employment and will not be eligible for upgrade to Captain in the future unless successful in an appeal process.

8.3.2 Promotion to Captain

The Company will post any open Captain positions. A Pilot who has the qualifications stated in Article 8.1.3 and who has been recommended to enter the Captain Training Program by the Company Captain Training

Selection Committee is eligible to apply. Selection into the Captain Training Program by qualified Pilots will be awarded by seniority. Pilots invited to participate in the Captain Training Program are not confirmed in their Captain's rank until they have satisfactorily passed the ground school, simulator, and line training portions of the Captain's Training Program, and served a ninety (90) day probationary period. Failure to be promoted to the rank of Captain will be documented; a copy of which will be provided to the candidate along with a Company endorsed Career Development Program. A second attempt to be promoted to Captain may occur after the successful completion of the development program. Pilots will be allowed two (2) attempts at passing the Captain Training Program, probation period and being promoted to Captain. Two (2) failures to be promoted to the rank of Captain will result in the Pilot being classified as a "Career First Officer" and that Pilot will remain in the rank of First Officer for the duration of their employment and will not be eligible for upgrade to Captain in the future, unless successful in an appeal process.

8.3.3 Direct Entry Pilot into the Captain Training Program

The Company may hire a new Pilot directly into the Captain Training Program if no Pilot, who has been recommended for participation in the Company's Captain Training Program by the Captain Training Selection Committee, meets the qualifications set out in Article 8.1.3, or, there are no current Pilots who have been recommended for the Captain Training Program by the Captain Training Selection Committee. A new hire Pilot who meets the standard set out in Article 8.1.3 may be hired directly into the Captain Training Program provided they are recommended to the Captain Training Program by the Captain Training Selection Committee using the same standards and processes as any other Pilot, except for the following. In lieu of internal Company Captain references, the new hire Pilot will need to pass a formal background check to the satisfaction of both the Company and the Union District Executive. A dispute of the results of the background check will be settled by the Company's Chief Executive Officer (CEO). All other provisions of this Agreement apply to the direct entry Pilot.

8.3 Standing Bid

8.3.1 Each Pilot shall maintain a Standing Bid that shall serve, on a continuous basis, as their bid for any permanent bid assignment change. Standing Bids (e.g. PBAs) will be submitted to the Chief Pilot.

8.3.2 All vacancies shall be posted a minimum of fourteen (14) days before the awarding of the bid.

8.3.3 This Standing Bid process could also be used in the event of a furlough where a senior Pilot could bump a junior Pilot regardless of their home base.

8.4 Bypass

8.4.1 Training required as a result of an awarded position shall be carried out in order of seniority. In the event the Company is not able to train in order of seniority (i.e. Bypass), each junior Pilot awarded a PBA and trained prior to a more senior Pilot awarded a PBA on the same bid, the more senior Pilot to be trained shall receive the increase in pay on the same date as the junior Pilot.

ARTICLE 9 - GRIEVANCE / ARBITRATION PROCEDURE

9.1 A Pilot and or the Union who has a difference or dispute with the Company, or a dispute with respect to the interpretation of the Collective Agreement shall first discuss the matter with their supervisor with a view to achieving prompt settlement thereof. This discussion will occur as soon as reasonably possible and the process shall use the following steps:

Step One: If, after forty-eight (48) hours from the time of such discussion, the matter is not resolved, it will become a formal grievance provided the Pilot and/or their Union Representative present a written grievance form to the Chief Pilot, specifying the provision(s) of the Collective Agreement allegedly violated and the remedy requested, all within fourteen (14) calendar days of the date of occurrence of the fact or event which gave rise to the dispute. A copy of the Grievance form is attached hereto as Appendix B.

The grievance will be heard by the Company at a meeting convened in a location and time convenient to the Company and Union within fourteen (14) calendar days of the date of the grievance unless another date is agreed by them. The Company will respond to the Union in writing within fourteen (14) days of the date of the meeting.

Step Two: Failing satisfactory resolution of the grievance in Step One, and provided written notice is provided to the Company within fourteen (14) calendar days of the date of the Step One decision, the Union may advance the grievance to Step Two, where it will be heard by the Company, within fourteen (14) days of the date of such notice unless another date is agreed by the parties. The Company will respond to the Union in writing within fourteen (14) calendar days of the meeting. These timelines may be extended by mutual agreement.

Step Three: If the grievance is not deemed resolved within fourteen (14) calendar days of the Company's written decision at Step Two it may be referred to arbitration. The referring party shall do so in writing, and propose one or more arbitrators to hear the matter. The other party will respond as soon as possible with agreement on an arbitrator or alternative proposed arbitrators. In the event that no agreement can be reached, either party may seek the appointment of an arbitrator by the Federal Mediation and Conciliation Service.

9.2 A grievance by the Union, or a dispute with respect to the interpretation of the Collective Agreement which is not a grievance of one or more Pilots, may be submitted in writing to the Company by the Union, and a grievance by the Company or a dispute with respect to the interpretation of the Collective Agreement may be submitted in writing to the Union.

The time limit for such grievances will be fourteen (14) calendar days from the date upon which the aggrieved party knew or reasonably ought to have known about the fact or event, which gave rise to the matter in dispute.

A meeting between representatives of the Company and Union will take place within fourteen (14) calendar days of the date of the written grievance unless the parties agree to another date.

The receiving party will reply in writing to the grievance within fourteen (14) calendar days of the date of the meeting. If the grievance is not deemed resolved, the aggrieved party may refer it to arbitration by written notice to the other party within fourteen (14) days of the date of the written response, consistent with Article 9.1, Step Three.

9.3 The Union and Company may agree to change any time limit in writing.

9.4 (a) In the event that a grievance is not submitted or advanced from one step to another within the time limits specified (subject to Article 9) or as extended by agreement between the Company and the Union in writing, the grievance shall be deemed to be withdrawn.

(b) In the event that the Company does not respond to a grievance within the specified time limits (subject to Article 9), the grievance shall be assumed to be settled and the remedy applied.

9.5 A grievance by a Pilot alleging that they have been terminated without just cause will be submitted at Step Two of the grievance procedure unless the parties agree otherwise. Termination grievances will be scheduled for arbitration at the earliest opportunity.

9.6 (a) Records of disciplinary action relating to matters of regulatory compliance are held between the Pilots and Transport Canada.

(b) Records of other disciplinary action, standard operating procedures, safety, and or behaviour will remain on a Pilot's personnel file as per Article 7.7.

9.7 All arbitrations pursuant to this Agreement shall be heard by a single Arbitrator.

(a) The Arbitrator shall not alter, modify, or amend any part of this Agreement.

(b) No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure within the time limits specified.

ARTICLE 10 - CREW REST FACILITIES

10.1 Pilots away from home base while on flight duty, deadheading, training, or other authorized Company business shall be provided with suitable single-room accommodation at Company expense in accordance with the provisions of this Article and the applicable CARs regulations.

10.2 Hotels will be located in an area that has access to restaurants.

10.3 When establishing hotel accommodation at new layover points or changing existing accommodation, the Company shall consult with the Union District Chairperson.

10.4 For scheduled breaks away from a Pilot's base that are five (5) or more hours from ramp/airport arrival to scheduled departure and that occur in the same duty period, individual day rooms within reasonable proximity to the airport shall be provided.

10.5 For every one way shuttle/taxi trip, a gratuity allowance of five dollars (\$5.00) shall be paid to each Captain.

ARTICLE 11 - LEAVE OF ABSENCE

UNION LEAVE

- 11.1 Any Pilot of the Company elected or appointed to a full-time position in the local union or National Union will be granted a leave of absence by the Company.
- (a) Aircraft currency must be maintained in accordance with the Company's Flight Training Manual (FTM) and Company Operations Manual (COM). The cost to maintain such currency shall not be borne by the Company.
 - (b) Such leaves will remain in effect until notice to cancel such leave is given by the Union or for a maximum of five (5) consecutive years, whichever comes sooner.
 - (c) During such leave of absence, seniority will be accrued for pay and vacation purposes.
- 11.2 Based on operational requirements, the Company will grant a leave of absence with pay for up to two (2) union members at any given time to attend to Union business. The Company will bill the Union monthly for reimbursement. Such agreement shall not be unreasonably withheld.
- 11.3 The Company will grant up to forty (40) credit hours per Pilot without loss of regular non-premium (i.e., overtime) pay for two (2) Pilots during their regular working hours for purposes of attending initial preparatory contract negotiations meetings on behalf of the Union. In addition, the Company will grant time off without loss of regular pay for two (2) bargaining committee members to attend contract negotiations with the Company up to the point of impasse in the conciliation process. Thereafter, the Company shall grant leave without pay. (The number of Pilots off on preparatory contract negotiations and actual negotiations shall be increased by one (1) member for each additional fifty (50) members at the time from the most recent ratification.)

PERSONAL LEAVE

- 11.4 Upon application in cases of emergency, a Leave of Absence will be granted to a Pilot without loss of seniority. A Leave of Absence must be signed by the Company and a copy given to the Local Union.
- 11.5 The Company may, at its sole discretion, grant a Pilot a personal leave of absence without pay. Extensions may be granted, at the Company's sole discretion, up to a two (2) year period. A Pilot may exercise their PBA right while on personal leave of absence, but if they are a successful bidder, they must return from their leave at the commencement of the training date or their employment will be deemed to be terminated.
- 11.6 If a Pilot overstays their leave of absence without written authorization, their employment will be deemed to be terminated.
- 11.7 Notwithstanding the above, in special circumstances, a Pilot may be granted an extended leave of absence and retain their seniority upon mutual agreement between the Company and the Union.
- 11.8 Leaves of absence may be initiated by:
- (a) a request of the Company for Pilots who may wish to volunteer to take a leave of absence in lieu of a Pilot's furlough under the provisions of Article 6; or
 - (b) where a surplus of Pilots has been identified for a given position, the Company may make available leaves of absences for Pilots in said position; or
 - (c) a request of the Pilots for personal reasons.
- 11.9 A Pilot returning from leave of absence shall return to their previous position providing their seniority and minimum qualifications entitle them to hold the position. In the event their seniority

and minimum qualifications do not allow them to hold their previous position, they may displace a more junior Pilot.

Jury Duty

- 11.10 The Company will make up the difference between the amount of money per day a Pilot received while serving as a member of a jury, including coroner's juries or subpoenaed witness, to an amount equal to the normal four (4) hours pay up to a maximum of eighty-five (85) hours. This maximum may be extended for extenuating circumstances.
- 11.11 Any Pilot who, by reason of any summons, subpoena, writ, petition or other legal process, is required by law to do anything, shall be granted an immediate leave of absence for the period of time required for such Pilot to complete anything that the Pilot is required to do by reason of any such summons, subpoena, writ, petition or other legal process, and the Pilot shall retain and accumulate seniority while on such leave of absence.

MATERNITY / PARENTAL / ADOPTION LEAVE

11.12 Maternity Leave

(a) Every Pilot who

- (i) has completed six (6) consecutive months of continuous employment with the Company, and;**
- (ii) provides the Company with a certificate from a qualified medical practitioner certifying that she is pregnant and an expected due date is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks.**

(b) A pregnant Pilot who requests leave under this Article is entitled to up to seventeen (17) weeks of unpaid leave:

(i) beginning

- 1. no earlier than thirteen (13) weeks before the expected birth date; and**
- 2. no later than the actual birth date; and**

(ii) ending

- 1. no earlier than four (4) weeks after the actual birth date, unless the Pilot requests a shorter period; and**
- 2. no later than seventeen (17) weeks after the actual birth date.**

(c) A request for leave must:

- (i) be given in writing to the Company;**
- (ii) if the request is made during the pregnancy, be given to the Company at least four (4) weeks before the day the Pilot proposes to begin leave, or as reasonably practicable; and**
- (iii) if required by the Company, be accompanied by a medical practitioner's certificate stating the expected or actual birth date.**

(d) A request for a shorter period under Article 11.12(b)(ii)1.:

- (i) be given in writing to the Company at least two (2) weeks before the date the Pilot proposes to return to work; and**
- (ii) if required by the Company, be accompanied by a medical practitioner's certificate stating the Pilot is able to resume work.**

11.13 Parental and Adoption Leave

- (a) Every Pilot shall be granted a leave of absence from employment of up to sixty-three (63) weeks to care for a newborn child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.
- (b) A Pilot who requests parental or adoption leave under this Article is entitled to:
 - (i) for a birth mother who takes leave under Article 11.12 in relation to the birth of the child or children with respect to whom the parental Leave is to be taken, up to sixty-three (63) consecutive weeks of unpaid leave beginning immediately after the end of the leave

taken and within seventy-eight (78) weeks after that event under Article 11.12 unless the Company and birth mother agree otherwise; and

- (ii) for a non-birth parent, up to sixty-three (63) consecutive weeks of unpaid Parental Leave beginning after the child's birth or the child comes into the actual care of the non-birth parent and within sixty-three (63) weeks after that event; and
- (iii) for an adopting parent, up to sixty-three (63) consecutive weeks of unpaid adoption leave beginning when the child comes into the actual care of the parent and within sixty-three (63) weeks of that event.

(c) A request for leave must:

- (i) be given in writing to the Company;
- (ii) under Article 11.13(b)(i) or (ii), be given to the Company at least four (4) weeks, or as reasonably practicable, before the Pilot proposes to begin leave; and
- (iii) if required by the Company, be accompanied by a medical practitioner's certificate or other evidence of the Pilot's entitlement to leave.

(d) A Pilot's combined entitlement to leave under Article 11.12 and this Article is limited to seventy-eight (78) weeks.

11.14 Duties of Company

- (a) The Company must give a Pilot who requests leave under Article 11.12 and Article 11.13 the leave to which the Pilot is entitled;
- (b) The Company must not, because of a Pilot's pregnancy or a leave allowed by Article 11.12:
 - (i) terminate employment; or
 - (ii) change a condition of employment without the Pilot's written consent.
- (c) As soon as the leave ends, the Company must place the Pilot, conditional on their seniority:
 - (i) in the position the Pilot held before taking leave under Article 11.12 and Article 11.13; or
 - (ii) in a comparable position.
- (d) If the Company's operations are suspended or discontinued when the leave ends, the Company must, subject to the seniority provisions in this Agreement, comply with Article 11.14 (c) as soon as operations are resumed.
- (e) Employment deemed continuous while a Pilot is on leave:
 - (i) the services of a Pilot who is on leave under Article 11.12 and Article 11.13 are deemed to be continuous for the purposes of:
 - 1. calculating annual vacation entitlement and entitlement for individual or group severance pay; and
 - 2. any pension or group insurance plan beneficial to the Pilot subject to the terms and conditions of the Company's group insurance and pension plan.
 - (ii) In the following circumstances, the Company must continue to make payments to a pension, medical or other plan beneficial to a Pilot as though the Pilot were not on leave:
 - 1. if the Company pays the total cost of the Plan;

2. if both the Company and the Pilot pay the cost of the Plan and the Pilot chooses to continue to pay their share of the cost.
- (iii) The Pilot is entitled to all increases in wages and benefits the Pilot would have been entitled to had the leave not been taken.
- (iv) Does not apply if the Pilot has, without the Company's consent, taken a longer leave than is allowed under Article 11.12 and Article 11.13.

BEREAVEMENT LEAVE

- 11.15 Immediately upon notification of the death of a Pilot's spouse (including common law and same-sex partner), child or step-child, the Pilot will be relieved of duty. The Pilot will be entitled to five (5) working days of paid bereavement leave.
- 11.16 Within the three (3) working days following a death in their immediate family, a Pilot shall be entitled to three (3) working days of bereavement leave. For the purpose of this Article, immediate family shall include parents, brother, sister, step-parents, grandparents, grandchildren, in-laws and any relative permanently residing in the Pilot's household or with whom the Pilot resides.
- 11.17 In the event of a death in the family (as outlined in Article 11.15 and Article 11.16), upon request, the Pilot will be granted an additional seven (7) working days leave of absence, without pay.
- 11.18 Any bereavement leave days as contemplated are not inclusive of any GDO or vacation days that may occur during the period of the authorized bereavement leave.

LEAVE OF ABSENCE FOR PUBLIC OFFICE

- 11.19 A Pilot with seniority, elected or appointed to an essentially full-time federal, provincial, or local public office, may make written application for a leave of absence for the period of their term of active service in such public office.
- (a) Aircraft currency must be maintained in accordance with the Company's Flight Training Manual (FTM) and Company Operations Manual (COM). The cost to maintain such currency shall not be borne by the Company.
 - (b) During such leave of absence, seniority will be accrued for pay and vacation purposes.
- 11.20 Any Pilot granted such leave of absence shall be entitled to reinstatement at the then current rate of pay, to such work as they may be entitled on the basis of the seniority provisions of this Agreement. Seniority and pension rights will continue to accumulate during the period of such leave of absence.
- 11.21 The Pilot's request for leave of absence may also include the necessary time to campaign for such office.

MILITARY LEAVE

- 11.22 A Pilot who is actively participating in the Reserves may be granted a leave of absence without pay for such duration as the Pilot needs to complete their required annual training. Should a Pilot be called to active duty, the Pilot's position will be held until their return. Any pay increases the Pilot would have received during the leave will be implemented upon return from the leave.

ARTICLE 12 - PAID EDUCATION LEAVE

- 12.1 Effective July 1, 2018, the Company agrees to pay into a special fund six cents (\$.06) per hour per Pilot for all compensated hours to a maximum Company contribution of eight-thousand dollars (\$8,000.00) per calendar year for the purpose of providing paid education leave. Such leave will be for upgrading the Pilot's skills in all aspects of trade union functions. Such monies are to be paid on a quarterly basis into a trust fund established by the National Union effective from the date of ratification, and sent by the Company to the following address: Unifor Leadership Training Fund, Unifor - PEL Training Fund, 205 Placer Court, Toronto ON, M2H 3H9.

ARTICLE 13 - INJURY ON THE JOB

- 13.1 Pilots who are injured at work and who are unable to continue at their job or who are sent home by the Company because of illness or injury shall be paid their regular earnings for the balance of the pairing on which the injury or illness occurs.

ARTICLE 14 - EXPENSES / ALLOWANCES

PER DIEMS

- 14.1 Pilots will be paid an hourly per diem based on three dollars and fifty cents (\$3.50) per hour while away from their home base.
- 14.2 Per diems are calculated from the Pilot's actual check-in time at home base to the actual final check-out time at home base.
- 14.3 U.S. rates apply when overnighting or training occurs outside of Canada.

AIRPORT PARKING

- 14.4 For all Pilots the Company agrees to pay, up to the prevailing economy rate, the cost of airport parking in accordance with the Company's policies and procedures.

DOCUMENTS

- 14.5 The Company shall assume the full cost of endorsements, qualification renewals, (e.g. five (5) year passports, visas, etc.), as well as any other legal/required documents required to allow Pilots to carry out their duties.
- 14.6 The costs of all physical examinations and medical licensing fees incurred by a Pilot to maintain their Transport Canada (TC) license(s) shall be borne by the Company. When possible, the Company shall establish a direct billing account to cover these fees. Any other Company required medical expenses (e.g. inoculations) shall be borne by the Company.

CELL PHONES

- 14.7 In recognition of required communication between Pilots and the Company, Pilots shall be paid twenty-five dollars (\$25.00) per month toward cell phone usage.

TRAVEL

- 14.8 All costs associated with required Company travel expenses, (e.g. checked baggage fees, airport improvement fees), shall be borne by the Company.

MILEAGE

- 14.9 The rate for a Pilot who is approved to use their own vehicle while on Company business shall be paid fifty-three cents (\$0.53) per kilometre.

ARTICLE 15 - TRAINING AND EDUCATION

- 15.1 All courses, training and upgrading required in order to perform the jobs as a Pilot for the Company shall be paid for by the Company. The Company shall also pay all related costs for taking said courses, training or upgrading including but not limited to: accommodations, books (course material), travel costs, and per diems.
- 15.2 All time required to complete the work outlined in Article 15.1 shall be paid for by the Company and the hours shall be used in the total of credit hours for the month in which they occur.

ARTICLE 16 - COPY OF AGREEMENT

- 16.1 The Union will provide the Company a copy of the Collective Agreement in electronic form to then be provided to the Pilots within sixty (60) days of ratification. The cost of printing the Collective Agreement will be shared equally by the Company and the Union.
- 16.2 The Company shall also supply access to brochures of all the Company paid benefits such as insurance, vision care, dental plan, pension, etc.

ARTICLE 17 - CLASSIFICATIONS & WAGES

- 17.1 The Company will pay Pilots according to the wage and classification structure which shall be written into this Agreement.
- 17.2 Only Pilots whose names appear on the PSL shall perform training, both simulator and in aircraft, PPCs, Line Indoctrination, and Line Checks. All training and Check Pilots will be designated by the Chief Pilot or designate for a specific period. During that approved period, and when actually performing training and checking duties on another Pilot, the Pilot will receive the following premiums added to their hourly flying rates:
- | | |
|------------------------|-----|
| - Approved Check Pilot | 15% |
| - Line Check Pilot | 10% |
| - Training Captain | 10% |

These percentages are not cumulative.

- 17.2.1 The position of Assistant Chief Pilot's current base salary shall be increased by fifteen percent (15%).

17.3 New Pilots

- 17.3.1 For payroll purposes, a new Pilot's years of service are based on the hiring date.

- 17.3.2 A new Pilot shall receive the salary prescribed in Article 17.13.

Wage increases are based on anniversary dates.

17.4 Upgrades

- 17.4.1 If a First Officer is upgraded to Captain, they will move to the Captain pay scale beginning at the Year 1 rate upon successful completion of their final line check.
- 17.4.2 For pay scale placement, an upgraded Captain's anniversary date is the start date of upgrade training. However, the first day of their new Captain's salary is established as the date of the successful completion of the line check.

17.5 Downgrades

- 17.5.1 When a Pilot is demoted due to a reduction of personnel, the change in their salary shall come into effect on the date of the first revenue flight on which they carry out their new duties.
- 17.5.2 A Pilot who is demoted from Captain to First Officer, and who is called upon to carry out a Captain's duties as a PIC during one segment or who holds a reserve block as a Captain, shall be paid at a Captain's rate during the whole month. In addition, they shall accumulate service time as a Captain for the month in question.
- 17.5.3 A Pilot who has occupied a permanent position of Captain and who has been demoted because of a reduction in personnel continues to accumulate service time as a Captain while holding a First Officer position.

17.6 Captain Flying as a First Officer

- 17.6.1 When a Captain is assigned, at the request of the Company, to serve as a First Officer on any flight, while their permanent Captain assignment is still current, they will continue to receive pay at their Captain rate.

17.7 Pay Periods

- 17.7.1 Any alteration in pay periods will only occur with the agreement of the Union. Agreement will not be unreasonably withheld.
- 17.7.2 Any amounts received by Pilots over and above their regular salary (overtime, per diem, expense account, various incentives, etc.) will not form part of the 1.35% of dues deductions and shall be included with the pay on the 15th of the following month.
- 17.7.3 Pilots will have their pay cheques paid by direct deposit.

17.8 Overpayments

- 17.8.1 Should the Company make an error and overpay the Pilot, it shall advise the latter in writing at least one (1) pay period in advance [minimum of two (2) weeks' notice] of when the repayment is to take place. This notice will include an explanation regarding when the overpayment was made and the total sum of the overpayment. A schedule of repayment by payroll deduction shall be arranged by mutual agreement between the Pilot and the Company. Where the Pilot is terminated or resigns, the balance of the overpayment will be deducted from their final pay cheque.
- 17.8.2 Overpayment deductions cannot exceed two hundred dollars (\$200) during any single pay period.

17.9 Underpayments

17.9.1 Upon recognition of an underpayment of more than one hundred dollars (\$100), the Pilot will be reimbursed the full amount within five (5) business days. Underpayments of less than one hundred dollars (\$100) will be reimbursed on the next regularly scheduled pay deposit.

17.10 Minimum Monthly Guarantee

17.10.1 Pilots will be guaranteed a minimum of seventy-seven point five (77.5) credit hours per month.

17.10.2 For the purposes of pay and scheduling, the month of January is considered to be January 01 to 30 inclusive. February is considered to be January 31 to March 01 inclusive. March is considered to be March 02 to 31 inclusive. All the other months of the year are as they appear on the standard calendar.

17.11 Overtime

17.11.1 For any credit hours worked over eighty-five (85) hours, Pilots will be paid at one and a half times (1.5) their regular rate.

17.11.2 Overtime rates are cumulative to any rates paid for work on a GDO or vacation day.

17.12 Rates of Pay

First Officer								
	14-Jun-18	77.5	15-Jun-18	77.5	15-Jun-19	77.5	15-Jun-20	77.5
Year	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$ 58.50	\$ 54,405.00	\$ 65.25	\$ 60,682.50	\$ 66.56	\$ 61,896.15	\$ 68.55	\$ 63,753.03
2	\$ 60.84	\$ 56,581.20	\$ 69.71	\$ 64,830.30	\$ 71.10	\$ 66,126.91	\$ 73.24	\$ 68,110.71
3	\$ 63.27	\$ 58,841.10	\$ 72.25	\$ 67,192.50	\$ 73.70	\$ 68,536.35	\$ 75.91	\$ 70,592.44
4	\$ 65.80	\$ 61,194.00	\$ 75.00	\$ 69,750.00	\$ 76.50	\$ 71,145.00	\$ 78.80	\$ 73,279.35
5	\$ 68.44	\$ 63,649.20	\$ 78.25	\$ 72,772.50	\$ 79.82	\$ 74,227.95	\$ 82.21	\$ 76,454.79
6	\$ 71.17	\$ 66,188.10	\$ 81.25	\$ 75,562.50	\$ 82.88	\$ 77,073.75	\$ 85.36	\$ 79,385.96
7	\$ 74.62	\$ 69,396.60	\$ 84.50	\$ 78,585.00	\$ 86.19	\$ 80,156.70	\$ 88.78	\$ 82,561.40
8	\$ 76.98	\$ 71,591.40	\$ 87.25	\$ 81,142.50	\$ 89.00	\$ 82,765.35	\$ 91.66	\$ 85,248.31
9	\$ 83.26	\$ 77,431.80	\$ 90.00	\$ 83,700.00	\$ 91.80	\$ 85,374.00	\$ 94.55	\$ 87,935.22
10	\$ 86.59	\$ 80,528.70	\$ 92.75	\$ 86,257.50	\$ 94.61	\$ 87,982.65	\$ 97.44	\$ 90,622.13
11	\$ -	\$ -	\$ 94.15	\$ 87,559.50	\$ 96.03	\$ 89,310.69	\$ 98.91	\$ 91,990.01
12	\$ -	\$ -	\$ 97.25	\$ 90,442.50	\$ 99.20	\$ 92,251.35	\$ 102.17	\$ 95,018.89

ARTICLE 18 - PARTIAL OR TOTAL CLOSURE

- 18.1 The Company will make its best effort to advise the Union at least two (2) months in advance of any contemplated shutdown of operations that will affect the Pilots. Such notice will be in writing and indicate the reason for the action.
- 18.2 The Union and the Company will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the Pilots involved.
- 18.3 Should it be necessary to terminate any Pilot as a result of partial or total closure, each Pilot will be provided with compensation in accordance with the *Canada Labour Code*.

ARTICLE 19 - MOVING LOCATION

19.1 Eligibility for Moving Expenses

19.1.1 For Pilots who are forced to move in order to maintain classification or prevent a furlough, the Company will reimburse the Pilot's justifiable moving expenses up to a maximum of eight thousand dollars (\$8,000) with itemized receipts.

19.1.2 Temporary Accommodation

If a Pilot and their family require interim accommodations during the process of the move, the Company shall provide a hotel room for a maximum duration of two (2) weeks.

ARTICLE 20 - HOURS OF WORK

- 20.1 Pilot blocks shall be built for each base/equipment/classification. Pilots shall state preferred days off (GDOs) for the month. Pilots may bid their preference for morning or afternoon starts, multi- or single-day pairings (if those pairings are available at their base), reserve or no reserve, and GDOs available to be worked.
- 20.2 Pilots shall submit monthly requests for GDOs and/or bid preference to Crew Scheduling no later than 1700 PT on the first (1st) day of the preceding month for which the request applies. Failure to submit a bid prior to the prescribed time will constitute a no bid. The schedule for that Pilot will be assigned at the Company's discretion.
- 20.3 Pilot's bid preferences will be awarded based on a Pilot's seniority in their base/equipment/classification. The Company will issue the schedule no later than 1700 PT on the twentieth (20th) of every month. Extensions may be mutually agreed upon between the Company and the District Chairperson.
- 20.4 Pilots who include a bid preference in addition to their stated preferred days off for each month must also indicate the order of priority between the bid days off and the bid preference, with the understanding that the indicated priority (days off versus bid preference) might impact the award of the secondary priority.
- 20.5 All pairings shall initiate and terminate at a Pilot's home base. Exceptions may be mutually agreed upon between the Company and the Pilot.

- 20.6 Crew Scheduling shall attempt to build pairings not to exceed one hundred and forty-four (144) consecutive hours away from home base. Pairings that exceed one hundred and forty-four (144) hours shall be by mutual consent between the Company and the Union.
- 20.7 Pilots shall report for duty at the designated place at the time indicated on the pairing/flight brief which will in no case be less than one (1) hour prior to scheduled departure time. Due to specific operational requirements (e.g. aircraft repositioning, head start flights, departures to international destinations), check-in times may be increased. Pilot duty time will be calculated beginning from the designated reporting time.
- 20.8 For scheduling purposes, flight/credit hours are to be determined by realistically scheduled flight time.
- 20.9 ~~Removed 10 June 2018~~
- 20.10 The maximum scheduled split duty period shall be seventeen (17) consecutive hours.
- 20.11 The Company shall make best efforts in minimizing split duty days which involve two (2) consecutive calendar days.

20.12 Credited Flight Time

Pilots shall be credited time for any day worked by the greater of the following:

- a) The scheduled flight time;
- b) The actual flight time;
- c) A minimum of four (4) hours; or
- d) One-half (1/2) the total duty period.

20.13 Training Credits

During training (initial, upgrade or downgrade, transition, recurrent simulator, recurrent ground, recency, online and differences) the Pilot will be credited with the following, as applicable:

- (a) for any ground training received at a Company provided facility, four (4) hours of credited flight time per day of training;
- (b) for initial, upgrade or downgrade, transition, recurrent or recency simulator training, a Pilot will receive the greater of four (4) hours of credited flight time for each completed simulator training session or one half (1/2) the total duty period.
- (c) Time allocated to complete online training/distance learning will be determined by the Flight Operations Training Department. Online training will be credited at half (1/2) of one (1) credit hour for each hour allocated to an assignment. The four (4) hour minimum credit does not apply to online training and at no point shall it exceed four (4) credits nor eight (8) hours.

20.14 Deadheading Credits

A Pilot will receive credit for any duty period consisting of deadheading only, at the greater of:

(a) four (4) hours; or

(b) if the travel is provided by an operator other than the Company, the credit will be one third (1/3) of the time from scheduled departure to scheduled arrival; or

(c) if the travel is provided by the Company, the credit will be one third (1/3) of the time from actual departure to actual arrival.

Effective September 15, 2018 (b) and (c) above one-third (1/3) of the time becomes one-half (1/2) of the time.

The total deadheading duty shall not be scheduled to exceed fourteen (14) hours or as mutually agreed between the Company and the Pilot.

20.15 Vacation / Stat Day Credits

~~Removed 10 June 2018~~

20.16 Base Transfer Credits

A Pilot will receive four (4) hours of credited flight time per day for such purpose up to a maximum of seven (7) days as long as the Company requires this move or the base is closed.

If a Pilot bids for a PBA that requires a base move while still being able to hold a PBA at their current base, they will be provided with up to seven (7) consecutive GDOs to accomplish the move.

20.17 Reserve Day Credit

A Pilot will receive four (4) hours of credited time per reserve day.

20.18 Meeting / Office / Administration Day Credit

A Pilot will receive four (4) hours of credited time for each day of meeting/office/administration day duties that are assigned by the Company. This includes duties where a Pilot is serving as a member of a Company committee (e.g. Health and Safety, Flight Safety Committee, etc.).

20.19 Duty Period

For pay credit and per diem calculation purposes, when a duty period (pairing) starts in one block and ends in the next, it will be split in two (2) parts coinciding with the end of the block. Pay credits and per diem will be calculated for each part of the duty period and paid in the applicable block month.

For example, a pairing starting on the 29th of one month and ending on the 2nd of the next month would be broken down as follows:

Day 29, 30, 31 (if applicable) – per diem and duty credit are accounted for in the first month.

Day 1, 2 – per diem and duty credit are accounted for in the second month.

20.20 Notification Method

The Company will maintain a standard method of notifying Pilots of the departure time of their trips. The Company shall notify Pilots promptly of any cancellations, extensions, delays or deferrals of their trips provided such notification does not interrupt required crew rest periods.

If a duty change occurs during the designated rest period, an email detailing the change shall be sent to the Pilot's Flair email account. This will be followed up with a call at an appropriate time to not interrupt crew rest. Pilots shall check their email and the Crew Portal in merlot for any changes prior to departing from their rest facility, whether at home or away.

20.21 Guaranteed Days Off

- 20.21.1 Pilots shall be scheduled to maximum of eighty-five (85) credit hours and/or eighteen (18) days once their initial training is complete.
- 20.21.2 During initial ground and simulator training phases, Pilots will not be eligible to bid days off. Days off will be awarded to accommodate the course requirements, which will in any case not be less than one (1) day off in every seven (7) calendar days. Days off may be awarded at the training location even if it is not the Pilot's home base.
- 20.21.3 **Removed 10 June 2018**
- 20.21.4 A duty day will not be scheduled to extend into a GDO.
- 20.21.5 If, due to Operational Circumstances, a duty day extends into a GDO past 0100 hours local home base time, the Pilot shall be deemed to have worked an additional day and shall be credited for the flight time accordingly.
- 20.21.6 Once the schedule is published, all days not assigned shall be considered GDOs.

20.22 "Wild Card" Guaranteed Days Off

Note: Wildcard GDOs supersede a regular GDO request.

- 20.22.1 **Removed 10 June 2018**
- 20.22.2 A Pilot is entitled to receive four (4) Wild Card GDOs per calendar year. Wild Card GDOs are not in addition to the regular GDOs allotted to each block.
- 20.22.3 Wild Card GDO entitlements can only be requested twice in a calendar year.
- 20.22.4 The Pilot shall forward their request to use a Wild Card GDO to OCC no later than 1700 PT on the first day of the preceding month for which the request applies. Each Pilot can only present one (1) request at a time.
- 20.22.5 Wild Card GDOs will be awarded regardless of the Pilot's seniority in their base/equipment/classification.
- 20.22.6 Where two (2) or more Pilots from the same base request Wild Card GDOs on the same dates, the awards will be assigned by seniority. The Company reserves the right to limit the number of Pilots free from duty on any given day.
- 20.22.7 No Wild Card GDOs may be bid for or allocated:
- a) between December 15th of one year and January 15th of the following year; and
 - b) during Easter week (the Monday before Easter through Easter Monday).
- 20.22.8 Pilots who have been awarded Wild Card GDOs may not subsequently change their request.

20.22.9 If a Pilot does not take advantage of the provisions of this Article in any given year, the unused Wild Card GDOs cannot be carried over to the following year.

20.23 Flight Duty On a GDO

20.23.1 If a Pilot is requested to operate a flight on their GDO, the following will apply:

- a) A Pilot will have the right to refuse a duty assignment on a GDO;
- b) Pilots performing any duty on a GDO will be paid at two (2) times their regular hourly rate;
- c) Hours worked on a GDO will always count as credit in addition to the minimum monthly guarantee, but are not counted in hours worked when calculating overtime hours;
- d) The GDO will not be replaced; and
- e) Article 20.23.1 does not apply to shift trades.

NOTE: Overtime assigned on a GDO will be distributed in a fair and equitable manner.

20.24 Reserve Duty

20.24.1 **Removed 10 June 2018**

20.24.2 A Pilot on reserve is required to be available at a designated telephone number to receive flight duty assignments from designated Company telephone numbers.

20.24.3 It is the Pilot's responsibility to return Crew Scheduling telephone calls as promptly as possible. Any Pilot, who could not be reached at their designated telephone number after two (2) calls from Crew Scheduling, no less than fifteen (15) minutes apart, will have fifteen (15) minutes after the second attempt to respond. Without the response the Pilot will be considered unavailable for duty.

20.24.4 A Pilot on reserve duty may be called out for a pairing that extends beyond the assigned reserve duty period. The duty period must be completed twenty (20) hours from the start time of the reserve duty.

20.24.5 The Pilot shall not be expected to work into a GDO following a reserve day unless mutually agreed upon by the Pilot and Crew Scheduling or Operations.

20.24.6 Check-in shall be ninety (90) minutes from the time the Pilot is contacted unless mutually agreed upon by the Pilot and OCC.

20.24.7 The number of consecutive scheduled days of Reserve Duty shall not exceed six (6).

20.24.8 When more than one Pilot is on Reserve at any designated base for the same day, and all else is equal, the Pilots on Reserve Duty shall be called in order of seniority. The more senior pilot on Reserve will have the right to decline the assignment when more junior Pilots are on Reserve. The most junior pilot on Reserve must accept the duty assignment.

20.24.9 If there is no Pilot on reserve at the location where a reserve Pilot is required for duty, the Pilots that are on reserve at a suitable base considering time and cost associated with activating that reserve will be called in accordance with Article 20.24.8.

20.25 Pilot Rest Period

20.25.1 Home Base Rest

- a) The minimum rest period at a Pilot's home base shall not be less than twelve (12) hours;
- b) Away from Home Base minimum rest as per Article 20.25.2 can be assigned to a Pilot if a suitable hotel in close proximity to the airport is offered. The Pilot has the right to decline the assignment in which case the provisions of c) below will apply; and
- c) The check-in time for the next flight duty period shall not be less than twelve (12) hours after the end of the preceding duty period.

20.25.2 Away from Home Base Rest

- a) The minimum rest period when a Pilot is away from home base shall not be less than ten (10) hours in a suitable rest facility.
- b) The ten (10) hours is calculated as time in the hotel, which does not include the travel time to and from the airport.

20.26 Shift Trades

Pilots holding the same base/equipment/classification shall be allowed to trade shifts after the release of the monthly schedule provided:

- (a) that any GDOs displaced by the shift trade are assumed into the accepting Pilot's schedule and will not be replaced in the relinquishing Pilot's schedule;
- (b) shift trades are legal in all aspects, including but not limited to, minimum crew rest, flight time limitations and qualifications;
- (c) it does not create an overtime situation;
- (d) any additional cost incurred to the Company due to changes in already arranged travel is borne by the Pilot(s) requesting the shift trade; and
- (e) Crew Scheduling or Operations must be advised by both Pilots prior to approving the shift trade. Approval shall not be unreasonably withheld.

20.27 If a Pilot's scheduled day of work is changed by three (3) hours or more on either side of the original schedule, they must be compensated for the entire original credit hours or the actual credit hours, whichever is greater, at the rate of two (2) times the regular pay.

20.27 Hours of Service

The maximum scheduled duty period shall be:

Local Start (Report) Time	Maximum Planned Duty Period	Maximum Planned Legs	Additional Limitations Required for Planning Purposes		
05:00 to 16:59	14 hours	3	Duty Period must start and stop within home Base time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	Previous planned rest period of 12 hours or more
	14 Hours	2	Duty Period finishes LESS than 4 one-hour time zones from the starting flight duty time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	Previous planned rest period of 12 hours or more
	13 hours	5	Duty Period finishes LESS than 4 one-hour time zones from the starting flight duty time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	Duty period limits reduced by 1 hour for each planned flight leg over 5
	12 hours	2	Duty Period finishes 4 or MORE one-hour time zones from the starting flight duty time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	
17:00 to 19:29	12 hours	5	Duty Period finishes LESS than 4 one-hour time zones from the starting flight duty time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	Duty period limits reduced by 1 hour for each planned flight leg over 5
	12 hours	2	Duty Period finishes 4 or MORE one-hour time zones from the starting flight duty time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	
19:00 to 21:59 Special Case	12 hours	3	Flight(s) must operate from a Pilot's crew Base to the layover point on a direct flight (may include an en-route landing) and return non-stop to their crew base		Flight duty period includes an airport layover of 5 hours or more
19:30 to 21:59	11 hours	5	Duty Period finishes LESS than 4 one-hour time zones from the starting flight duty time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	Duty period limits reduced by 1 hour for each planned flight leg over 5
	11 hours	2	Duty Period finishes 4 or MORE one-hour time zones from the starting flight duty time zone	First scheduled arrival after 02:00 start duty timezone terminates duty period	
	10 hours	2			
	9 hours	3			
22:00 to 04:59	10 hours	2		First scheduled arrival after 06:00 start duty timezone terminates duty period except for crews on duty at 04:00 or later	Previous planned rest period of 12 hours or more
	9 hours	3		First scheduled arrival after 06:00 start duty timezone terminates duty period except for crews on duty at 04:00 or later	Previous planned rest period of 12 hours or more

ARTICLE 21 - PRISONER OF WAR, HOSTAGE, HIJACKING, INTERNMENT OR MISSING

21.1 Method of Payment

A Pilot who, while on assignment or engaged in the course of their duties for the Company, is captured, taken prisoner, confined or held hostage, or who is missing in action, is paid one hundred percent (100%) of their salary in effect at the time of the incident, until such time as they are released or recognized as legally deceased. In any case, if the Pilot is not found and no proof of death is established within a period of twelve (12) months following the disappearance, the payment of the base monthly salary will be discontinued by the Company.

21.2 Remuneration

The basic monthly salary, mentioned in Article 17 is deposited in the personal account of a Pilot, and must be distributed by the Company in whole or in part, according to the written instructions provided by the Pilot. It will not be deposited to the benefit of a Pilot who has been placed under arrest by an authority recognized by the Government of Canada or who is accused of a crime which in Canada would be prosecuted as a criminal offence.

21.3 Request for Instruction

The Company must ask a newly hired Pilot to provide their instructions with respect to this Article in accordance with the instruction request form set in Appendix A. The Company must ask all Pilots currently in its employ to fill in the aforementioned form, which must be returned as soon as possible to the Company.

ARTICLE 22 - NEW EQUIPMENT

22.1 General

22.2.1 Should new aircraft types be introduced, positions will be posted in accordance with Article 8 of this Agreement. In the event that new aircraft types require pilot qualifications not present in the membership, qualified outside pilots may be hired on a contract basis for a period not to exceed one hundred and twenty (120) calendar days or until membership pilots may be trained and qualified, whichever is greater.

22.2.2 The introduction of new aircraft types will also require that the Company and Union enter into negotiations for the purpose of establishing training and pay requirements. These negotiations shall begin within seven (7) calendar days after a request for negotiations has been made by either party. The new pay scale will be retroactive to the addition of the new aircraft type.

ARTICLE 23 - PILOT UNIFORM KIT

23.1 The Company will set out its present practice, in this Agreement, and pay for all safety equipment and devices, including iPads.

23.2 The Company agrees to provide an annual allowance in the amount of one hundred dollars (\$100.00) to cover all necessary tools and equipment (e.g. headsets, flashlights, etc.) which are not supplied by the Company.

23.3 Uniforms

23.3.1 Uniforms must be maintained according to standards described by the Company.

23.3.2 The uniform will consist of:

- a) one blazer, replaced every 2 years;
- b) two pants, replaced every 2 years;
- c) two ties, replaced every 2 years;
- d) four shirts, replaced every 2 years;
- e) two wings, replaced as needed;
- f) two pairs of epaulettes, replaced as needed;
- g) one winter overcoat, replaced every 3 years;
- h) one reflective vest, replaced as needed;
- i) one carry-on bag, replaced every 2 years;
- j) lanyard, replaced as needed; and
- k) one sweater, replaced every 2 years

NOTE: Unifor lapel pin may be optionally worn if provided by the Union.

23.4 Pilots shall receive one hundred dollars (\$100.00) per calendar year for footwear.

23.5 The Company shall provide each Pilot with a monthly allowance of sixty dollars (\$60.00) for dry cleaning, maintenance of uniforms and for other miscellaneous items.

ARTICLE 24 - DATA AND CVR RECORDERS / FLIGHT DATA MONITORING

24.1 Subject to Article 24.3, all data or information obtained from any type of data recorder pursuant to the Company's and the Union's obligations to comply with relevant government regulations can only be used in the case of an investigation into the cause of an accident or incident.

24.2 The Company may, at its discretion, introduce new recording technologies. New aircraft shall be compliant with Flight Data Monitoring (FDM) Program requirements.

24.3 Article 24.1 notwithstanding, the parties acknowledge that information from data recorders can be used for the purpose of enhancing flight safety, and generating savings through a preventive maintenance program or an aircraft operation cost reduction program. However, it is understood that the Company may not use any information from a flight data recorder (FDR):

24.3.1 To evaluate the Pilot's judgment, skill, performance or techniques while carrying out their duties. However, if so agreed between the Company and the Union, anonymous information (no particular identity) may be used in the interest of flight safety;

24.3.2 During any civil, administrative, penal, criminal or disciplinary action taken or leading to action being taken against any Pilot;

24.3.2 To obtain information to justify instituting disciplinary measures, suspension or dismissal. Such information may, however, be used to corroborate that originating from other sources in the context of an investigation conducted by the Safety Management System (SMS) Department.

- 24.4 During the investigation of an accident or incident, the Company may not disclose information from the FDR to the general public or information media without prior authorization from the Union, the Pilot(s) or estate(s) involved.
- 24.5 Neither the Union nor individual Pilots shall disclose to the general public or information media, information in any form derived from the flight data recorders or the FDM Program.
- 24.6 Unless agreed upon by the parties, no program to routinely read information from the FDR may be set up other than for the purpose of aircraft maintenance and the FDM Program.
- 24.6.1 It is understood by both the Company and the Union that the FDM Program is designed and intended to maintain and improve flight safety, along with validating and enhancing SOPs. The routine removal, reading, erasure and re-installation of aircraft Quick Access Recorders (QARs) is an integral part of the FDM Program.
- 24.7 The Company shall be responsible for protecting information obtained from the FDR against any unauthorized collection or reading.
- 24.8 When in receipt of FDM information such as FDM Reports, etc., the Union shall protect such information against any unauthorized use.
- 24.9 The identity of the Pilot(s) shall not be recorded by any FDR.
- 24.9.1 The only exception is: the Union's FDM Pilot Gatekeeper(s) shall be the only personnel who can identify a Pilot(s) solely for the purposes of flight safety.
- 24.9.2 The Gatekeeper(s) may not reveal a Pilot(s) identity. Where a significant flight safety event occurs, the Gatekeeper(s) will be immediately advised.
- 24.9.3 The Gatekeeper(s) shall be chosen by the Union.
- 24.10 Unless its contents are completely erased, when a FDR is removed from an aircraft for purposes of the investigation of an accident or incident, the Union, along with the Pilots and crew members involved in the said accident or incident, shall be advised accordingly within a period of twelve (12) hours of its removal.
- 24.11 The cockpit voice recorder (CVR) shall be fitted with a device for erasing its contents at the end of each flight, and must be fully erased before removal from the aircraft for maintenance purposes. The Captain shall have the right to erase the contents of the CVR at the end of each accident-free and incident-free flight, except where prohibited by law.

ARTICLE 25 - HEALTH & SAFETY

- 25.1 The Company recognizes the importance of and will promote and encourage safety in the workplace for the protection and general welfare of the Pilots. The Union recognizes its responsibility and will cooperate fully with the Company.
- 25.2 In recognition that workplace safety is a joint and mutual concern, the parties to this Collective Agreement agree to participate in an Occupational Health & Safety Committee pursuant to the requirements of the *Canada Labour Code*.
- 25.3 Union members of the Company's Occupational Health & Safety Committee will suffer no loss of regular pay for time spent in scheduled Committee meetings.

ARTICLE 26 - VACATIONS

26.1 For the purposes of this Article, the reference year shall be January 1st to December 31st. During this period, Pilots acquire the right to paid annual vacation on an ongoing basis. Vacation pay will be paid based on the rate of pay at the time the Pilot takes their vacation. The vacation is granted during the year following the reference year.

**** All Pilots shall be entitled to paid annual vacation, composed of a vacation period and statutory holidays.

ENTITLEMENT

26.2 Pilots shall be entitled to paid annual vacations according to the following schedule:

- (a) Date of hire to December 31st, prorated as per (b);
- (b) Up to three (3) years of service, Pilots shall be entitled to ten (10) working days with pay or four percent (4%) of their gross earnings, whichever is greater;
- (c) After completion of three (3) to eight (8) years of service, Pilots shall be entitled to fifteen (15) working days with pay or six percent (6%) of their gross earnings, whichever is greater;
- (d) After completion of eight (8) to fifteen (15) years of service, Pilots shall be entitled to twenty (20) working days with pay or eight percent (8%) of their gross earnings, whichever is greater; and
- (e) After completion of fifteen (15) years or more of service, Pilots shall be entitled to twenty-five (25) working days with pay or ten percent (10%) of their gross earnings, whichever is greater.

VACATION SCHEDULING

26.3 A Pilot is entitled to bid vacation GDOs as per the following, and each week of vacation is five (5) working days totaling twenty (20) credit hours toward:

- (a) 1 to 7 vacation days = 4 GDOs
- (b) 8 or more vacation days = 6 GDOs

NOTE: No more than three (3) GDOs may be attached to one (1) side of a vacation period. GDOs, if desired, must be included in the Pilot's monthly request.

Vacation and Statutory holidays shall be booked in increments of five (5) days. If a pilot has vacation or Statutory holiday days, less than five (5) days due to prorating, those days shall be booked as a block.

GDO's, if desired, must be included in the Pilot's monthly request.

26.4 **Vacation Duty Assignment**

A Pilot will have the right to refuse a duty assignment on a vacation day that has been published in their block.

If a Pilot accepts flight duty on a vacation day they will receive regular credited flight time for the day worked and per diem will be payable in accordance with Article 14.1. The displaced vacation day, at the Pilot's choice, will:

- (a) be replaced no later than the end of the next block;

- (b) be paid an additional four (4) hours pay based on their current hourly salary. This payment will be in lieu of replacing the day and will be in addition to the regular credited time earned for the day. The regular credited flight time earned on a vacation day assignment will be added to all other credited flight time for that block;
- (c) Vacation days that are required to maintain regulatory time free from duty requirements are not subject to displacement or replacement; and
- (d) If, due to Unforeseen Operational Circumstances, a duty day extends into a vacation day past 2359 hours local home base time, it will be replaced or bought out at the Pilot's choice in accordance with the above stated Article.

The Article does not apply to mutual switches.

VACATION BIDDING

- 26.5 Pilots shall bid their vacation in order of seniority starting with the most senior for that base with respect to equipment type and classification. Bidding shall be broken down into two (2) rounds, starting with vacation first and statutory holidays second.
- 26.6 Vacation Bid Packages for the following year will be issued to the Pilots no later than September 15th. Bids must be returned to the Company no later than October 15th of the same year. If a bid is not received by October 15th, vacation time will be assigned at the discretion of the Company. Vacation Awards will be published to the Pilots no later than November 15th of the same year.

ARTICLE 27 - STATUTORY HOLIDAYS

- 27.1 For the purpose of this agreement, the following days are Statutory Holidays:

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

- 27.2 A Pilot having been absent within thirty (30) calendar days of the holiday will be entitled to the Statutory Holidays.

ARTICLE 28 - BENEFITS

- 28.1 The benefits set out in this Article and the eligibility for such benefits shall not be changed or modified from the Sun Life Financial - Group benefits booklet for Commercial Pilots Contract Numbers 45870, 45770, BSC 9027072 and LPA 991997 effective May 1, 2017 and The Great-West Life "My Group Benefits Plan" Flair Airlines Commercial Pilot's booklet effective October 9, 2017 during the life of this agreement except by negotiation and the mutual agreement of the Union and Company, subject to the terms and conditions of the plans.
- 28.2 The cost of the benefits, including any and all premiums, shall be paid one hundred percent (100%) by the Company, except for Short Term Disability, Long Term Disability, and Life Insurance; for which the Pilots pay one hundred percent (100%) of the premiums.
- 28.3 The Company shall make available the benefits specified above to all Pilots and their dependants, including those Pilots on workers' compensation leave, maternity, parental or adoption leave, medical leave, and short term and long term disability benefits, subject to the terms and conditions of the plans.

ARTICLE 29 - SICKNESS & ACCIDENT LEAVE

SICK LEAVE ENTITLEMENT

29.1 Pilots shall be credited with twelve (12) calendar days toward their sick bank each year. Pilots employed during the year shall be entitled to a prorated number of sick bank days (e.g. one (1) calendar day per month of service).

PILOTS' RESPONSIBILITY

29.2 When a Pilot is unfit to fly, they will notify OCC with as much notice as possible to book off. The Pilot will remain on book off status until they call to book back on. To book on for the next scheduled duty, the Pilot shall call OCC a minimum of twelve (12) hours prior to next scheduled duty.

GENERAL

29.3 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 shall use his sick bank credit, up to five (5) consecutive Calendar Days, provided his sick bank has sufficient credit to cover the missed days. In the event that his sick bank does not have enough credit to cover his pairing, his monthly salary shall be reduced by four (4) credit hours.

APPLICATION

- 29.4 When a Pilot is scheduled for a single day pairing and books off for that pairing, they will receive the four (4) hours for that pairing and the sick day entitlement will be reduced by one (1) day.
- a) If a Pilot is sick for one (1) day of a multi-day pairing, they will receive the four (4) hours for that day and the sick day entitlement will be reduced by one (1) day. The Pilot will be re-assignable on the remaining days of the pairing if they book back on. If the Pilot is re-assigned, the credit for the re-assignment will be given. If the Pilot is not re-assigned for the remaining days of the pairing, they will not receive credit for the remaining days of the pairing, however, they will not be docked further sick days.
- b) If a Pilot is sick for one (1) or more sectors (regardless of sector length) in the same calendar day, they will receive four (4) credit hours for that day or the actual flight time, whichever is greater. There will be no reduction to their sick day entitlement. If the Pilot continues to be sick the next day, their sick day entitlement will be reduced by one (1) day for each sick day until they book back on.
- 29.5 There is no deduction of sick leave credits from the Pilot's bank while on sick leave during a day with no scheduled duties.
- 29.6 Provided a Pilot has sick leave credits remaining in the bank, they shall receive one hundred percent (100%) of their regular salary for any absence, from the very first day.

29.7 Alcohol

29.7.1 Alcoholic beverages will not be consumed under the following circumstances:

- a) While on duty, including deadheading
- b) Twelve hours prior to scheduled report time (including deadheading report time)
- c) While in uniform
- d) If listed on crew manifest

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

ARTICLE 30 - PENSION PLAN / RETIREMENT PLAN

- 30.1 The Defined Contribution Pension Plan (DCPP) will be as outlined in the March 2, 2015 Sun Life Financial Member Booklet titled "The Pension Plan for the Employees of Flair Airlines Ltd."
- 30.2 No changes to the Pension Plan shall occur without agreement from the Union, subject to the terms and conditions of the Plan.
- 30.3 The Registered Retirement Savings Plan (RRSP) will be as outlined in the March 2, 2015 Sun Life Financial Member Booklet titled "Group Retirement Savings Plan of Flair Airlines Ltd."
- 30.4 No changes to the Registered Retirement Savings Plan (RRSP) shall occur without agreement from the Union, subject to the terms and conditions of the Plan.

ARTICLE 31 - SOCIAL JUSTICE FUND

31.1 The Company agrees to pay into the Unifor Social Justice Fund, six cents (\$.06) per hour per Pilot for all credited hours, effective July 1st, 2018.

Such monies are to be paid on a quarterly basis into the Unifor Social Justice Fund (SJF), which is a registered charity established by the National Union. The Company is to forward the quarterly payment to the following address:

Unifor Social Justice Fund
205 Placer Court
Toronto, Ontario, M2H 3H9

The Company will be issued a charitable receipt for each payment.

ARTICLE 32 - DURATION OF AGREEMENT

32.1 This Agreement shall be in effect from the date of ratification and shall continue in full force and effect until its expiry date of June 14th, 2021. Either party hereto may serve notification to be served not earlier than one hundred and twenty (120) calendar days and not later than sixty (60) calendar days prior to the expiration date.

Memorandum of Understanding #1
BETWEEN:
FLAIR AIRLINES LTD.
(Hereinafter referred to as the "Company")
And
UNIFOR
(Hereinafter referred to as the "Union")

EXPEDITED ARBITRATION PROCESS

(A) Overview

The parties recognize that the constructive resolution of differences related to the interpretation, application, administration or alleged contravention of the Collective Agreement is to their advantage and to the benefit of the bargaining unit. The mediation/arbitration procedure is intended to afford both parties the opportunity to represent their interests and obtain prompt and practical results. Both parties agree that effective dispute resolution has the potential to not only strengthen the relationship between the Company and the Union, but also to contribute to Pilot satisfaction, productivity and safety in the workplace.

(B) Mediation - Arbitration Process

Subject to a party's election under Article 9, grievances not resolved at Step 2 of the grievance procedure will be resolved in the following Mediation - Arbitration process:

(C) Issues In Dispute

The Union and Company will forward a brief summary of its case, identifying particulars and any reliance authorities to the Company and the Arbitrator at least ten (10) days in advance of the scheduled date of the mediation - arbitration.

(D) Mediation

1. The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.
2. The mediation sessions are settlement negotiations and are inadmissible in any litigation. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
3. Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility.

4. The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. They may ask for additional information or documents. They may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.
5. Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
6. The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
7. The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement shall be with prejudice unless specifically agreed by the parties to be without prejudice.
8. The mediator is an independent, impartial professional, and is not an agent or Pilot of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

(E) Arbitration

1. In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately in accordance with the following process. The Mediator will be the Arbitrator. The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of the arbitration.
2. The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to them by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at a fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issue(s). The Arbitrator shall have all the powers and authority as an Arbitrator provided under the *Canada Labour Code* and the current Collective Agreement between the parties.
3. All presentations are to be short and concise. They will include a comprehensive opening statement.
4. The Arbitrator shall, within ten (10) days after the close of the hearing, deliver their decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issue(s) in dispute.

5. The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
6. The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.

(F) Mediator / Arbitrator

The Union and Company appoint Tom Hodges to serve as the sole mediator/arbitrator in this process. Mr. Hodges may be replaced at any time by the written mutual agreement of the Union and Company. If Tom Hodges or any replacement is unable to continue to serve as the sole mediator/arbitrator, the Union and Company will attempt to agree on an alternate. If the parties do not reach an agreement, each party will nominate a mediator/arbitrator. The nominees will serve on a rotating basis. The process for replacing any mediator/arbitrator must be completed within thirty (30) calendar days of the serving mediator/arbitrator's removal.

Memorandum of Understanding #2

BETWEEN:

FLAIR AIRLINES LTD.

(Hereinafter referred to as the "Company")

And

UNIFOR

(Hereinafter referred to as the "Union")

The Union and the Company agree that as of ratification, _____ is the only Contract Pilot. He is performing minimal flights and, upon his retirement, the Company will no longer employ Contract Pilots except as provided for in this Agreement.

_____ flying will be scheduled in accordance with Article 1.7(b).

_____ will be assessed and pay Union Dues.

_____ will hold a seniority number on the PSL based on his date of hire.

Memorandum of Understanding (MOU) #3

Effective ratification, _____ and _____ shall be reinstated on the Pilot Seniority List (PSL) with their original hire dates. The intent of this letter of understanding is to dovetail the seniority of the above named into the current agreed upon PSL. This will allow the named individuals to return to flying full-time if they leave their management positions.

For the Company

For the Union

Signed in Toronto, Ontario
Dated June 10, 2018

Memorandum of Understanding (MOU) # 4

Effective ratification, _____, President and Chief Executive Officer of Flair Airlines shall be permitted to fly as a uniformed First Officer for the duration of the Collective Agreement.

For the Company

For the Union

Signed in Toronto, Ontario
Dated June 10, 2018

Memorandum of Understanding (MOU) #5

and

Effective ratification date of this Collective Agreement, and may continue as Approved Check Pilots (ACP). Their wages will be grandfathered to include the ten (10%) percent premium attached to the wage grid. Both and will continue to receive wage grid increases on their yearly anniversary date.

The grandfathered ten (10%) percent rate will no longer be effective if either of them voluntarily leaves the ACP position or is removed by the Company for just cause from the ACP position.

For the Company

For the Union

Dated at Toronto, Ontario
June 10, 2018

Memorandum of Understanding (MOU) #6

Wet-leasing

Whereas Flair Airlines has indicated to the Union the need to wet-lease narrow body aircraft to explore growth opportunities and to allow reasonable time to obtain operating certification of new aircraft types, the parties agree as follows:

Wet Lease is the Company contracting to another carrier to supply aircraft and crew which is not currently on the Company's Air Operator's Certificate (AOC).

No Pilot will be displaced from a Permanent Base Position due to the Company Wet Leasing. The use of any wet-lease aircraft will not lead to any pilots being placed on furlough or any reduction in pilot flying hours.

The Company shall discuss the plans to Wet Lease aircraft and must advise the Union of all crewing requirements associated.

The Union is willing to agree to extend the wet-lease aircraft to remain in operation until July 1, 2019.

The Union will agree to a maximum of two (2) narrow body aircraft.

The primary focus of wet leased aircraft is for international flying, which may include domestic positioning and connections, as required.

For the Company

For the Union

Dated at Toronto, Ontario
June 10, 2018

Memorandum of Understanding (MOU) #7

The Union and the Company agree that as of ratification, _____ and _____ may conduct ground and simulator training duties as described in Section 1.6 of the Collective Agreement.

This LOU will remain in effect for the duration of the Collective Agreement.

For the Company

For the Union

Dated at Toronto, Ontario
June 10, 2018

Memorandum of Understanding (MOU) #8

By November 1, 2018, the Company intends to extend to the Pilots an Employee Profit Sharing and Employee Stock Purchase Program as approved by the Company's Board of Directors. The intent of these programs is to parallel those Employee Profit Sharing and Employee Stock Purchase Programs offered to airline Pilots by other Canadian airlines, with the exception that any Employee Profit Sharing Program would be limited to a maximum payout of fifteen percent (15%) of the Pilot's previous year's earnings. In addition, any Employee Profit Sharing Program would be based on the Company's profits and require approval of the Company's Board of Directors each year. Any approved Employee Stock Purchase Program will require the approval of the Company's Board of Directors each year.

For the Company

For the Union

Dated at Toronto, Ontario
June 10, 2018

Appendix A - Form Letter

RE: PRISONER OF WAR, HOSTAGE, HIJACKING, INTERNMENT OR MISSING

TO: Flair Airlines Ltd.

DATE: _____

You are hereby directed to pay all monthly compensation allowable to me, from Flair Airlines Ltd. under the terms of Article 21 of the Agreement (Prisoner of War, Hostage, Hijacking, Internment or Missing) to those designated as follows:

_____ percent of such Compensation to:

(Name and Address)

as long as living and thereafter to:

(Name and Address)

as long as living.

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

Letter signed by the undersigned may modify the foregoing direction from time to time and any such modifications shall become effective upon receipt of such letter by you.

I agree to indemnify and hold the Company harmless from any claims made relating to payments made by the Company pursuant to this direction and further. I hereby release the Company from any further claims to compensation paid by it on my behalf under this direction.

SIGNATURE: _____

WITNESS: _____

Appendix B - Grievance Form



GRIEVANCE REPORT RAPPORT DE GRIEF

Grievance No. N° de grief:	
Submitted to Soumis à:	

Company / Compagnie: _____ Base: _____ Date: _____

Grievor / Plaignant(e): _____	
Emp # / le matricule: _____	Sen date / ancienneté: _____
Address / Adresse: _____	
Ph Bus / Tél (bur): _____	Ph Res / Tél(rés): _____
Work Lcn / Lieu de trav: _____	Class/Status / Classe/Statut: _____

Nature of Grievance / Nature du grief:

Date of Occurrence: _____ Grievance Type: _____
 Date de l'événement: _____ Type de grief: _____

Violation of Article(s): _____ and any other related Articles, LOU's or MOU's based on the following:
 Violation de l'article: _____ et de tout autre article, lettre ou protocole connexe, à savoir:

Settlement Requested / Règlement demandé:

Full Redress and employee made whole. / Pleine réparation et indemnisation complète.

 Signature Employee / Employé(e)

 Signature Unifor Rep./District Chairperson / Rep./Prés. district Unifor

Name of District Chairperson /
 Président(e) de district _____

Ph Bus / Tél (bur) _____

Copy / copie: Unifor Bargaining Committee Rep / Représentant du Comité de négociation
 Grievance Coordinator / Coordonateur des griefs, Unifor 2002, Unit 5, 7015 Tranmere Dr. Mississauga, ON L5S 1M2