



AGREEMENT No. 06

Between

BEARSKIN LAKE AIR SERVICE LP

and

The Air Line Pilots in the Service of

Bearskin Lake Air Service LP

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

JANUARY 01, 2016–DECEMBER 31, 2020



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PREAMBLE

This Agreement is made and entered into by and between Bearskin Lake Air Service LP, hereinafter referred to as the Company, and the Pilots in the employ of Bearskin Lake Air Service LPCAP, as represented by the Air Line Pilots Association, International, hereinafter referred to as the Association, ALPA, or the MEC. When referenced collectively the Company and the Association shall be referred to as the "Parties".

In making this Agreement, the Parties hereto recognize the objectives of promoting the safety, continuity, growth, and orderly administration of air transportation generally and of the Company particularly. The Parties also recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit and in the public interest and for the interest and purpose of this Agreement.

MANAGEMENT RIGHTS

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

SECTION 1

GENERAL SCOPE

ACRONYMS REFERENCED IN THIS SECTION:

- ACP:** Shall mean Assistant Chief Pilot
- BRS:** Shall mean Bearskin Lake Air Service LP
- CAP (3):** Shall mean Canada Air Pilot for Prairie Provinces
- CAP (4):** Shall mean Canada Air Pilot for Ontario
- CAP (5):** Shall mean Canada Air Pilot for Quebec, English Version
- CARs:** Shall mean Canadian Aviation Regulations
- CFS:** Shall mean Canada Flight Supplement
- CP:** Shall mean Chief Pilot
- CYYU:** Shall mean Kapuskasing, ON
- HE:** Shall mean High Altitude Enroute Charts
- LE:** Shall mean Low Altitude Enroute Charts
- LOU:** Shall mean Letter of Understanding
- OPF:** Shall mean Outside Professional Flying
- PSSL:** Shall mean Pilot System Seniority List
- VFR:** Shall mean Visual Flight Rules
-

1.1 RECOGNITION

- 1.1.1 The Company recognizes the Association as the sole Collective Bargaining agent for all Pilots working for the Company (doing business as Bearskin Airlines), excluding CP, ACPs, Vice-President of Flight Operations, Vice-President of Operations, Director of Operations, and President.

1.2 FLYING OF COMPANY AIRCRAFT

- 1.2.1 Only Pilots whose names appear on the PSSL shall be assigned to any Assignment as Pilots on aircraft operated or leased by the Company.

1.2.2 Notwithstanding Section 1.2.1, wet leases e.g. contracting with another Company for the provision of an aircraft with crew, may be entered into by the Company for a period not to exceed ninety (90) Days under the circumstances listed in Section 1.2.2 a) and Section 1.2.2 b). The Company shall advise the Association prior to entering into all wet leases. No wet lease shall continue beyond ninety (90) Days without mutual agreement between the Parties.

A wet lease with a term of less than ninety (90) Days shall not be renewed, extended or amended in any way which would create a term or consecutive terms which extend beyond a total period of ninety (90) Days:

- a) To carry out flying on a temporary basis due to lack of available aircraft for reasons beyond the Company's control, e.g. weather conditions, mechanical failures, acts of God, delay of aircraft delivery.
- b) To carry out Charter Flying for one (1) or more parts of a charter where no appropriate Company aircraft or Pilots are available within a reasonable time period.

1.2.3 Notwithstanding Section 1.2.1 and Section 1.2.2, to evaluate or enter into new markets, or evaluate new aircraft on existing services where either no Pilots or no Company aircraft are available to complete the evaluation or new market entrance, the Association shall agree to a wet lease for a period of up to, and including, one hundred eighty (180) Days. The Company shall advise the Association prior to entering into all wet leases. No wet lease shall continue beyond the one hundred and eighty (180) Days without mutual agreement between the Parties. A wet lease with a term of less than one hundred and eighty (180) Days shall not be renewed, extended or amended in any way which would create a term or consecutive terms which extend beyond a total period of one hundred and eighty (180) Days.

1.2.4 No wet lease shall result in, either directly or indirectly, the layoff of Pilots or cause delay in a Pilot recall for those on furlough status.

1.3 ISSUANCE OF AGREEMENT

1.3.1 The Company shall, no later than sixty (60) Days after signing the Agreement, distribute an electronic copy, in pdf format, of the Agreement to the Pilots. A copy shall be posted on the JVOps.com site.

1.3.2 The Company agrees to distribute all current LOUs to all Pilots on a one (1) time basis concurrent with Section 1.3.1, and thereafter to distribute any new LOUs to all Pilots within thirty (30) Days after their respective signing dates. A copy shall be posted on the JVOps.com site.

1.4 GENDER AND PLURAL

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

1.4.2 Any references to the singular shall also pertain to the plural where appropriate.

1.5 EMPLOYMENT EQUITY

- 1.5.1 The Parties recognize the need to conform to the Federal Employment Equity Act. The Parties recognize the need to achieve equality in employment opportunities in the workplace. When real or artificial barriers to the advancement of employment equity become apparent, the Parties shall consult.
- 1.5.2 A meeting will be convened to provide the Association with an opportunity to present its views concerning:
- a) The elimination of any practices or conditions imposed through this Agreement respecting employment equity; and,
 - b) Any assistance the Association may provide to the Company in order to facilitate the implementation of employment equity in the workplace and the communication to Pilots of matters relating to employment equity; and,
 - c) The preparation, implementation and revision of the Company's employment equity plan.

1.6 PILOT'S PROFESSIONAL FLYING

- 1.6.1 Any OPF done outside of that scheduled/assigned by the Company which is performed by the Pilots whose names appear on the PSSSL shall be in accordance with the following Company Policy:
- a) In order to perform OPF for hire or remuneration with another Company while employed at BRS, the Pilot must supply BRS with a written request providing the following information:
 - i) The name of the Company and contact information such as address, phone, email, and name of primary contact; and,
 - ii) Where the OPF flying will be performed such as, but not limited to communities, Provinces, and outfitters; and,
 - iii) What aircraft type, NOTE: Only Day VFR aircraft types will be considered acceptable by the Company; and,
 - iv) What is the estimated number of hours to be flown each day, week and month; and,
 - v) What is the duration of flying requested by the other Company?
 - b) The Company shall have the sole discretion to authorize or terminate at any time, all requests for OPF to be performed outside BRS, other than that done for recreational purposes as per the Agreement.
 - c) The Pilot may not fly commercially with another Company until he has received written authorization from the CP or the Director of Operations. Once a Pilot receives approval from the Company for OPF, the Pilot shall

provide a schedule of all planned OPF on a monthly basis. This schedule shall be amended by the Pilot as OPF is adjusted. The CP's office shall be advised of the OPF schedule and all amendments.

- d) Pilots authorized as per Section 1.6.1 b) to perform OPF outside of BRS shall forward their additional flight and Duty times to the CP's office on a daily basis in order to maintain each authorization.
- e) Pilots performing OPF per this Section must abide by all Duty and flight time restrictions as identified in the CARs for 704 Operations regardless if they fly smaller aircraft. Pilots shall comply with CARs 704 limits as they apply to maximums for Duty day limitations such as, but not limited to three (3) twelves (12), maximum flight times, and time free from Duty.
- f) Pilots in violation of Section 1.6.1 e) will be denied all OPF.
- g) Any Pilot who will or has exceeded his flight or Duty times and is unable to complete any portion of his Company monthly schedule due to his OPF shall be subject to discipline, up to and including termination. For clarity, this includes any flying time or Duty time for which a Pilot could potentially be drafted and has to refuse the draft or cannot be assigned the draft due to Duty or a flight time conflict.
- h) The Pilot must immediately notify the CP's office and or Dispatch if he is unable to report for Duty due to his OPF.

1.7 DESIGNATE

- 1.7.1 Throughout this Agreement, e.g. when the MEC Chairman, the MEC Grievance Chairman, the CP, the Director of Operations, or the President is referenced, it shall be understood also to include or his designate.

1.8 PERIODICALS

- 1.8.1 For aircraft operated by the Company, the Company shall provide and maintain:
 - a) One (1) current copy of the CFS; and
 - b) Applicable current LE charts; and
 - c) One (1) set of current HE charts for all pressurized aircraft; and
 - d) One (1) CAP 3; and
 - e) One (1) CAP 4; and
 - f) Two (2) system-wide current condensed CAPS.
- 1.8.2 When a Pilot finds that one (1) of the above publications is missing or significantly damaged he shall advise CP of such condition. Should the Company identify to the

MEC Chairman that such occurrences are excessive or too frequent; the MEC Chairman shall post a notice to the Pilot group explaining the problem and urging correction.

1.8.3 The Company shall provide all necessary publications, e.g. charts, approach plates, and customs forms, for operations within foreign airspace. It shall be the Company's responsibility to maintain and or replace said publications at Company expense.

1.8.4 The publications per Section 1.8.3 shall be available to Pilot prior to aircraft departure into foreign airspace and shall be returned to the dispatch from where the publications originated, or returned to the library at their Base.

1.9 UNIFORMS

1.9.1 The Company is solely responsible to provide or pay for all uniform attire as listed below and in accordance with the Company Uniform Policy:

- a) Six (6) shirts annually; and,
- b) One (1) tie annually; and,
- c) Three (3) pants annually; and,
- d) One (1) set of epaulettes every five (5) Years; and,
- e) One (1) three (3) season jacket at initial hire; and,
- f) After each two (2) years of continuous employment the Pilot may choose either:
 - i) One (1) replacement three (3) season jacket; or,
 - ii) One (1) winter Parka at the discretion of the Company.

1.9.2 The Company shall provide two (2) winter parkas, sized large and extra-large, which shall be maintained in CYYU.

1.9.3 At the discretion and expense of the Company, uniform items may be added or deleted from this list provided that no Pilot shall be required at his own expense to provide and wear any item so deleted.

1.9.4 Components of the uniform that become damaged during the course of carrying out work duties shall be repaired or replaced at the Company's expense.

1.9.5 Should no issued uniform items be available per Section 1.9.4, a Pilot may use his own attire upon approval and inspection by the CP. Any damage done to a Pilot's own clothing shall be satisfactorily repaired or replaced at the Company's expense.

SECTION 2

DEFINITIONS AND ACRONYMS

2.1 DEFINITIONS

- 2.1.1 **Assignment:** Shall mean any Pairing(s), ground training, flight training, Deadheading, ferrying, test flights, meetings, courses, or any other duty required by the Company.
- 2.1.2 **Base:** Shall mean CYWG, CYXL, CYQT, or as designated by the Company and indicated on the PSSSL from which a Pilot or group of Pilots operate scheduled and or non-scheduled flights.
- 2.1.3 **Bid Award:** Shall mean the written confirmation to the Pilot, from the Vice President of Operations, that he is the successful candidate for a Position. A Bid Award shall contain an effective date.
- 2.1.4 **Block:** Shall mean one (1) or more consecutive Assignments on a monthly schedule constructed for a Pilot.
- 2.1.5 **Bump:** Shall mean the mechanism whereby a Pilot may exercise his seniority to displace a more junior Pilot from his Permanent Position.
- 2.1.6 **Business Day:** Shall mean Monday to Friday excluding Statutory Holidays as per Section 13—STATUTORY HOLIDAYS.
- 2.1.7 **Captain:** Shall mean the Pilot member of the flight crew first in command of the flight and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft, and who is properly qualified and designated by the Company to serve as Captain, and holds currently effective TC Certificates authorizing him to serve as such Captain. When two (2) or more Captains, provided that one of the Captains is right seat qualified, are designated to crew a Company-operated aircraft, the Pilot most senior on the PSSSL shall be in command of the aircraft. MP in the conduct of supervisory duties shall be exempt from this provision.
- 2.1.8 **Charter Flying:** Shall mean any Revenue Flying, Assignments, or extra sections, not listed in any published passenger schedules.
- 2.1.9 **Classroom Instructor:** Shall mean any person who is assigned and agrees to conduct instruction in the classroom
- 2.1.10 **Designated Approved Check Pilot:** Shall mean a Pilot who holds DACP authority or any other CP authority as defined by TC.
- 2.1.11 **Day:** Shall mean a twenty-four (24) hour period from 0200 to 0200.
- 2.1.12 **Day Off:** Shall mean a Day on which the Pilot is not scheduled for any Assignment.

- 2.1.13 **Deadheading:** Shall mean the positioning of a non-operating Pilot from one (1) location to another at Company request and expense.
- 2.1.14 **Designated Lead Pilot:** Shall mean a Pilot who is selected by the Company and agrees to perform administrative tasks at a specific Base.
- 2.1.15 **Designated Non-Flying Pilot:** Shall mean a Pilot who has received an in-depth briefing from the Primary Training Pilot or DACP on that type of aircraft to conduct the duties of the non-flying Pilot during a flight test.
- 2.1.16 **Designated Reserve Pilot:** Shall mean a Pilot with a minimum of three hundred (300) hours on type who is scheduled exclusively for Reserve or training on the published monthly schedule.
- 2.1.17 **Displacement:** Shall mean the removal of a Pilot by a MP or LIP at the direction of the Company from any flight(s) to which he has been assigned.
- 2.1.18 **Downward Bid:** Shall mean any change in the Pilot's Position that results in a lower rate of pay.
- 2.1.19 **Draft:** Shall mean the Assignment of a Pilot to any Duty on a Day that he was not originally scheduled for Duty or was previously Released from Duty. Drafts shall not apply to any Days of a multi-Day pairing, with the exception of the last Day of the pairing after being released end of Duty.
- 2.1.20 **Duty:** Shall mean an Assignment
- 2.1.21 **Duty Period:** Shall mean the period of time commencing at the required reporting time and continuing to the time he is Released.
- 2.1.22 **Equipment:** Shall mean the type of aircraft to which a Pilot is assigned.
- 2.1.23 **First Officer:** Shall mean the Pilot member of the Flight Crew who is second in command of the flight, and any part of whose Duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while under way, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds currently effective TC license and PPC authorizing him to serve as such First Officer.
- 2.1.24 **Flight Time:** Shall mean the time from the moment an aircraft first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight. This shall not include the time spent traveling to or time spent at a deice facility.
- 2.1.25 **Line Holder Pilot:** Shall mean a Pilot who has one (1) or more scheduled flight Assignments on the published monthly schedule.
- 2.1.26 **Line Holder Reserve Pilot:** Shall mean a LHP who has one (1) or more scheduled Reserve Assignments on the published monthly schedule.

- 2.1.27 **Line Indoctrination:** Shall mean a period of time after initial training during which a Pilot is under the direct supervision of a Training Pilot and shall be deemed to be complete after successful sign off.
- 2.1.28 **Line Indoctrination Pilot:** Shall mean the Pilot who provides line indoctrination training to a fellow Pilot as required by the Company, the COM, or Transport Canada.
- 2.1.29 **Management Pilots:** Shall mean those Pilots who are excluded from the bargaining unit as defined in the Canadian Industrial Relations Board certificate.
- 2.1.30 **Month:** Shall mean any Month as designated on a North American calendar, e.g. February, March, and April.
- 2.1.31 **Open Flying:** Shall mean any credits that cannot be built into a Pilot's Block or becomes available throughout the scheduled period.
- 2.1.32 **Open Vacation:** Shall mean vacation entitlements that were previously bid and awarded to a Pilot and have subsequently become available.
- 2.1.33 **Over-Projection:** Shall mean the situation that exists when a Pilot's actual credited time or actual Pay Time plus his projected credited or projected Pay Time for the Month exceed the monthly maximum.
- 2.1.34 **Pairing:** Shall mean an arranged schedule of Assignments constituting one (1) or more consecutive Duty Periods, as assigned by the Company, commencing from the time a Pilot leaves his Base until the Pilot is Released at his Base.
- 2.1.35 **Pay Time:** Shall mean air time plus the value identified in Section 3.6.1 a)—
CREDITS.
- 2.1.36 **Permanent Position:** Shall mean a Position held by a Pilot for more than six (6) Months duration.
- 2.1.37 **Personnel File:** Shall mean the record of a Pilot's history of employment with the Company.
- 2.1.38 **Pilot:** Shall mean Captain or First Officer as defined herein.
- 2.1.39 **Pilot Electronic Bulletin Board:** Shall mean an electronic site, e.g. JVOps.com, that is maintained by the Company and used to post notices to the Pilots e.g. monthly requirements, Position postings/awards, PSSSL.
- 2.1.40 **Pilot Classroom Instructor:** Shall mean the person who provides courses as deemed necessary by the Company.
- 2.1.41 **Position:** Shall mean a Pilot's flying Position held by a Pilot with regard to Equipment, Status and Base e.g. Captain Metro CYXL. A change in any or all of the preceding shall constitute a change in the Pilot's Position.

- 2.1.42 **Probation Period:** Shall mean the assessment period for newly hired Pilots prior to their being considered permanent employees.
- 2.1.43 **Reassignment:** Shall mean the Assignment of a Pilot on a scheduled working Day to any flight(s), Duty or Reserve not originally scheduled in his Block.
- 2.1.44 **Reduction:** Shall mean a decrease in the number of Positions in Status on an Equipment type at a Pilot Base.
- 2.1.45 **Released:** Shall mean the time when a Pilot is relieved from all Duty by the Company.
- 2.1.46 **Reserve:** Shall mean a period of time during which a Pilot so assigned must be available to be called for Duty.
- 2.1.47 **Rest Period:** Shall mean a period of time spent on the ground during which a Pilot is relieved of all Duty associated with the Company.
- 2.1.48 **Simulator Non-Flying Pilot:** Shall mean any Pilot designated by the Company to conduct the duties of the non-flying Pilot during a flight test in a simulator.
- 2.1.49 **Stand Alone Contract:** Shall mean a contract awarded to the Company that imposes special terms and conditions for a specific service to be provided on a full-time basis for the duration of such contract and will be subject to the terms and conditions as specified in Section 11.3—STAND ALONE CONTRACTS of this Agreement e.g. NAPS.
- 2.1.50 **Standing Offer Contract:** Shall mean an agreement between the Company and other persons in which the Company agrees to make available aircraft and crews to other persons, on an as needed basis, as determined by the other party and defined in Section 11.4—STANDING OFFER CONTRACT of this Agreement.
- 2.1.51 **Status:** Shall mean Captain or First Officer.
- 2.1.52 **Temporary Position:** Shall mean a Pilot Position of six (6) consecutive Months or less duration.
- 2.1.53 **Training File:** Shall mean the record of the history of a Pilot's flight and ground training with the Company.
- 2.1.54 **Training Pilot:** Shall mean any Pilot selected by the Company and designated as primary Training Pilot and secondary Training Pilot that agrees to conduct training for the purpose of upgrading or qualifying Pilots. Training duties shall include flight training, simulator training, ground briefings associated with flight training, and simulator training or other training duties as assigned by the Company. Training duties shall not include non-flying Pilot duties during flight tests or LI.
- 2.1.55 **Trip:** Shall mean a period commencing at the Pilot's Base at the scheduled reporting time or actual reporting time, whichever is later, and continues until the Pilot is Released from Duty at his Base.

- 2.1.56 **Trip Trade:** Shall mean an exchange of pairing(s) between two (2) Pilots of equal Position who are subject to the provisions of Section 5.5—TRIP TRADES.
- 2.1.57 **Trip Drop:** Shall mean a pairing(s) that a Pilot wishes to have dropped from his monthly schedule without utilizing Section 5.5—TRIP TRADES. This drop shall be subject to the provisions of Section 5.6—TRIP DROPS.
- 2.1.58 **Vacancy:** Shall mean a new or unfilled Pilot Position as determined by the Company.
- 2.1.59 **Year:** Shall mean a complete calendar Year.
- 2.1.60 **Years of Service:** Shall mean the length of time employed as a Pilot. This time shall commence from the first Day on which the Pilot appears on the Company payroll and shall continue to accrue except as otherwise provided for in this Agreement or any applicable statute, e.g. CLC.

2.2 ACRONYMS

- 2.2.1 **ACARS:** Shall mean Aircraft Communications Addressing and Reporting System
- 2.2.2 **ACP:** Shall mean Assistant Chief Pilot
- 2.2.3 **AIDS:** Shall mean Aircraft Integrated Data System
- 2.2.4 **ALPA:** Shall mean Air Line Pilots Association
- 2.2.5 **ANC:** Shall mean ALPA Negotiating Committee
- 2.2.6 **ATPL:** Shall mean Airline Transport Pilot License
- 2.2.7 **ATC:** Shall mean Air Traffic Control
- 2.2.8 **BRS:** Shall mean Bearskin Lake Air Service LP
- 2.2.9 **CA:** Shall mean Collective Agreement or Agreement
- 2.2.10 **CAME:** Shall mean Civil Aviation Medical Examiner
- 2.2.11 **CAP (3):** Shall mean Canada Air Pilot for Prairie Provinces
- 2.2.12 **CAP (4):** Shall mean Canada Air Pilot for Ontario
- 2.2.13 **CAP (5):** Shall mean Canada Air Pilot for Quebec, English version
- 2.2.14 **CARs:** Shall mean Canadian Aviation Regulations
- 2.2.15 **CCP:** Shall mean Company Check Pilot
- 2.2.16 **CFS:** Shall mean Canada Flight Supplement

- 2.2.17 **CGIP:** Shall mean Company Group Insurance Plan
- 2.2.18 **CLC:** Shall mean Canada Labour Code
- 2.2.19 **CMS:** Shall mean Central Maintenance System
- 2.2.20 **COM:** Shall mean Company Operations Manual
- 2.2.21 **CP:** Shall mean Chief Pilot
- 2.2.22 **CRM:** Shall mean Crew Resource Management
- 2.2.23 **CVR:** Shall mean Cockpit Voice Recorder
- 2.2.24 **CYFO:** Shall mean Flin Flon, MB
- 2.2.25 **CYHM:** Shall mean Hamilton, ON
- 2.2.26 **CYKF:** Shall mean Kitchener-Waterloo, ON
- 2.2.27 **CYOW:** Shall mean Ottawa, ON
- 2.2.28 **CYQT:** Shall mean Thunder Bay, ON
- 2.2.29 **CYSB:** Shall mean Sudbury, ON
- 2.2.30 **CYUL:** Shall mean Montreal, QC
- 2.2.31 **CYWG:** Shall mean Winnipeg, MB
- 2.2.32 **CYXL:** Shall mean Sioux Lookout, ON
- 2.2.33 **CYYB:** Shall mean North Bay, ON
- 2.2.34 **CYYL:** Shall mean Lynn Lake, MB
- 2.2.35 **CYYU:** Shall mean Kapuskasing, ON
- 2.2.36 **DACP:** Shall mean Designated Approved Check Pilot
- 2.2.37 **DCP:** Shall mean Defined Contribution Plan (pension plan)
- 2.2.38 **DLP:** Shall mean Designated Lead Pilot
- 2.2.39 **DNFP:** Shall mean Designated Non-Flying Pilot
- 2.2.40 **DR:** Shall mean Data Recorder
- 2.2.41 **DRP:** Shall mean Designated Reserve Pilot
- 2.2.42 **EI:** Shall mean Employment Insurance

- 2.2.43 **ET:** Shall mean Eastern Time
- 2.2.44 **FDR:** Shall mean Flight Data Recorder
- 2.2.45 **FTD:** Shall mean Flight Training Device
- 2.2.46 **GDO:** Shall mean Guaranteed Day Off
- 2.2.47 **GIP:** Shall mean Group Insurance Plan
- 2.2.48 **GPS:** Shall mean Global Positioning System
- 2.2.49 **HAC:** Shall mean Hotel and Accommodation Committee
- 2.2.50 **HE:** Shall mean High Altitude Enroute charts
- 2.2.51 **HR:** Shall mean Company Human Resources Department
- 2.2.52 **IFALPA:** Shall mean International Federation of Air Line Pilots' Associations
- 2.2.53 **IFR:** Shall mean Instrument Flight Rules
- 2.2.54 **JV:** Shall mean Company Flights
- 2.2.55 **LCP:** Shall mean Line Check Pilot
- 2.2.56 **LE:** Shall mean Low Altitude Enroute charts
- 2.2.57 **LHP:** Shall mean Line Holder Pilot
- 2.2.58 **LHRP:** Shall mean Line Holder Reserve Pilot
- 2.2.59 **LI:** Shall mean Line Indoctrination
- 2.2.60 **LIP:** Shall mean Line Indoctrination Pilot
- 2.2.61 **LOA:** Shall mean Leave Of Absence
- 2.2.62 **LOAWP:** Shall mean Leave Of Absence Without Pay
- 2.2.63 **LOI:** Shall mean Letter of Intent
- 2.2.64 **LOP:** Shall mean Letter of Preference
- 2.2.65 **LOU:** Shall mean Letter of Understanding
- 2.2.66 **LT:** Shall mean Local Time
- 2.2.67 **MEC:** Shall mean Master Executive Council

- 2.2.68 **MP:** Shall mean Management Pilot
- 2.2.69 **MPG:** Shall mean Minimum Pay Guarantee
- 2.2.70 **NAPS:** Shall mean Nishnawbe Aski Police Service
- 2.2.71 **OPF:** Shall mean Outside Professional Flying
- 2.2.72 **PCC:** Shall mean Pilot Competency Check
- 2.2.73 **PHC:** Shall mean Pilot Health Committee
- 2.2.74 **PIPEDA:** Shall mean Personal Information Protection and Electronic Documents Act
- 2.2.75 **PPC:** Shall mean Pilot Proficiency Check
- 2.2.76 **PSSL:** Shall mean Pilot System Seniority List
- 2.2.77 **QAR:** Shall mean Quick Access Recorders
- 2.2.78 **RDO:** Shall mean Regular Day Off
- 2.2.79 **RLOP:** Shall mean Recall Letter of Preference
- 2.2.80 **SMS:** Shall mean Safety Management System
- 2.2.81 **SNFP:** Shall mean Simulator Non-Flying Pilot
- 2.2.82 **SO:** Shall mean Southern Ontario
- 2.2.83 **SRC:** Shall mean Selection Review Committee
- 2.2.84 **SSS:** Shall mean SysAIO Scheduling System
- 2.2.85 **TC:** Shall mean Transport Canada
- 2.2.86 **TIL:** Shall mean Training in Lieu
- 2.2.87 **VBC:** Shall mean Vacation Bid Calendar
- 2.2.88 **VFR:** Shall mean Visual Flight Rules

SECTION 3

RATES OF PAY

ACRONYMS REFERENCED IN THIS SECTION:

CYQT: Shall mean Thunder Bay

CRM: Shall mean Crew Resource Management

DACP: Shall mean Designated Approved Check Pilot

DLP: Designated Lead Pilot

DNFP: Shall mean Designated Non-Flying Pilot

DRP: Designated Reserve Pilot

LHP: Shall mean Line Holder Pilot

LIP: Shall mean Line Indoctrination Pilot

LOAWP: Shall mean Leave Of Absence Without Pay

MPG: Shall mean Minimum Pay Guarantee

PPC: Shall mean Pilot Proficiency Check

3.1 GENERAL

3.1.1 Pilots shall be paid for credited hours at the applicable hourly rate as per the tables in Section 3.4.

- a) A Captain shall be paid an hourly rate based on Years of Service as a Captain with the Company.
- b) A First Officer shall be paid the First Officer's hourly rate based on Years of Service, based on his successful completion of his initial PPC as a Pilot with the Company.
 - (i) A First Officer shall move off training pay and onto level 1 of the pay scale upon successful completion of his Line Indoctrination Training.
 - (ii) The First Officer listed above shall move onto level 2 and subsequent levels of the pay scale at the anniversary of his PPC ride.
- c) A Pilot employed for a full Month shall receive a MPG of eighty (80) credit hours, except four (4) select Months per Year for all Pilots, and all Months for

CYQT First Officers where the MPG may be adjusted up to two point five (2.5) hours below the eighty (80) credit hours. The MPG, for each Position, shall be determined by dividing the total known credit hours (excluding Dedicated Reserve) for the Month by the number of Line Holders available. The MPG and Days Off shall be adjusted as per the following:

REASON FOR ADJUSTMENT	PRIOR TO SCHEDULE ISSUE	AFTER SCHEDULE ISSUE
1. LOAWP	Will remove 4.3 hours per Day from the MPG	Scheduled value of Day will be removed from the
2. Medical reasons	Will adjust Days Off and the MPG as per Appendix A	Scheduled value of Day less portion completed will be removed from the MPG
3. Failure to report to work	N/A	Scheduled value of Day will be removed from the
4. Failure to renew medical	N/A	Scheduled value of Day will be removed from the
5. Laid off	Will adjust the MPG and Days Off as per Appendix	Will adjust the MPG and days off as per Appendix
6. Suspension (without pay)	Will remove 4.3 hours per Day from the MPG	Scheduled value of Day will be removed from the
7. Termination	N/A	Will adjust the MPG
8. Resigned	Will adjust the MPG and Days Off as per Appendix	Will adjust the MPG
9. Unpaid Bereavement Leave (Section 14)	N/A	Scheduled value of Day will be removed from the
10. Vacation Day or Statutory Holiday	Will remove 4.3 hours per day from the MPG	N/A

- d) For the purpose of pay, a Pilot's minimum guarantee shall be reduced by four point three (4.3) hours for each vacation Day or statutory holiday Day taken.
- e) When a change in Position necessitates a change in rate of pay, such change shall occur on the effective date of the awarded Position or immediately following the successful completion of a PPC for that Position, whichever is later.
- f) New hire Pilots shall receive sixteen hundred dollars (\$1,600.00) per Month prorated to the number of training Days required while on training. The Pilot shall receive pay as per the established rate herein immediately following the successful completion of his Line Indoctrination Training.
- g) If flight training at a Pilot's Base is the only Assignment for the Pilot on that Day, Duty credits and Duty expansion shall not apply.

- h) For flight training days that are originally scheduled to include additional flying, all regular credits shall apply commencing at start of Duty.
- i) For flight training days that are reassigned to include additional flying, Duty expansion pay shall commence at start time plus eleven (11) hours, additionally all regular credits shall apply commencing at start of Duty.

3.2 PAY PERIODS

- 3.2.1 Pay periods will be on a twice-monthly basis. Wages shall be paid five (5) Business Days following the fifteenth (15th) of the Month and on the fifth (5th) Business Day following the last Day of the Month. With the final payroll issued in each calendar Year, the Company shall issue a list of the payroll dates in the following calendar Year.
- 3.2.2 The pay on the fifth (5th) Business Day following the fifteenth (15th) of the Calendar Month shall be forty (40) hours at the applicable hourly rate, plus per diems, less the required deductions. This amount may be less than forty (40) hours if the Pilot has his MPG adjusted as per Section 3.1.1 c), wherein he shall receive pay for one half (½) of the adjusted MPG. The pay on the fifth (5th) Business Day following the last Day of the Month shall be the remaining amount of the MPG or the adjusted MPG for a Pilot, as per Section 3.1.1, at his applicable hourly rate, all credits, adjustments, including allowances and expenses incurred on behalf of the Company, less the required deductions.

3.3 PAYROLL

- 3.3.1 Pilots shall provide the Payroll Department with the required bank account information and shall receive their pay via direct deposit into their account as per the schedule established in Section 3.2.1 and Section 3.2.2. A pay stub shall be provided to the Pilot on the same Business Day as the pay deposit outlining all appropriate wage and deduction information.
- 3.3.2 It shall be the sole responsibility of the Pilot to inform the Company of any change in his banking and or contact information. This information shall be submitted via email at hresources@bearskinairlines.com. Contact information shall also be sent to flightops@bearskinairlines.com.
- 3.3.3 All Pilots shall be required to submit completed payroll time sheets to the designated person on the first Day following the fifteenth (15th) and the first (1st) Day of the next Month for processing to payroll. Failure of a Pilot to submit their time sheets by the deadline, more than once per calendar Year, as noted herein shall result in the Pilot having to wait until the next regular payroll to receive his pay. Any changes or adjustments made to a Pilot's time sheet shall be forwarded to the affected Pilot no later than the issuance of the Pilot's pay stub.
- 3.3.4 Any pay discrepancies, for which the Company is at fault, under one hundred dollars (\$100.00) gross shall be paid on the next regular pay. Any discrepancies, for which the Company is at fault, over one hundred dollars (\$100.00) gross shall have a separate cheque issued within three (3) Business Days of the discovery of the

discrepancy, at the discretion of the Pilot.

3.4 PAY SCHEDULES

New Rate Schedule											
METRO		1-Jan-16		1-Jan-17		1-Jan-18		1-Jan-19		1-Jan-20	
Level	Year(s)	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.
1	0-1	\$ 60.38	\$ 31.00	\$ 60.98	\$ 31.00	\$ 62.20	\$ 31.00	\$ 63.44	\$ 31.00	\$ 64.71	\$ 31.00
2	1-2	\$ 61.88	\$ 31.78	\$ 62.50	\$ 32.10	\$ 63.75	\$ 32.74	\$ 65.03	\$ 33.39	\$ 66.33	\$ 34.06
3	2-3	\$ 63.43	\$ 32.57	\$ 64.06	\$ 32.90	\$ 65.34	\$ 33.56	\$ 66.65	\$ 34.23	\$ 67.98	\$ 34.91
4	3-4	\$ 65.01	\$ 33.38	\$ 65.66	\$ 33.71	\$ 66.97	\$ 34.38	\$ 68.31	\$ 35.07	\$ 69.68	\$ 35.77
5	4-5	\$ 66.64	\$ 34.21	\$ 67.31	\$ 34.55	\$ 68.66	\$ 35.24	\$ 70.03	\$ 35.94	\$ 71.43	\$ 36.66
6	5-6	\$ 68.31		\$ 68.99		\$ 70.37		\$ 71.78		\$ 73.22	
7	6-7	\$ 70.01		\$ 70.71		\$ 72.12		\$ 73.56		\$ 75.03	
8	7-8	\$ 71.77		\$ 72.49		\$ 73.94		\$ 75.42		\$ 76.93	
9	8-9	\$ 73.56		\$ 74.30		\$ 75.79		\$ 77.31		\$ 78.86	
10	9-10	\$ 75.40		\$ 76.15		\$ 77.67		\$ 79.22		\$ 80.80	
11	10-11	\$ 77.29		\$ 78.06		\$ 79.62		\$ 81.21		\$ 82.83	
12	11-12	\$ 79.21		\$ 80.00		\$ 81.60		\$ 83.23		\$ 84.89	
13	12-13	\$ 81.19		\$ 82.00		\$ 83.64		\$ 85.31		\$ 87.02	
	13-14	\$ 83.22		\$ 84.05		\$ 85.73		\$ 87.44		\$ 89.19	
14	14-15	\$ 85.30		\$ 86.15		\$ 87.87		\$ 89.63		\$ 91.42	
15	15-16	\$ 87.45		\$ 88.32		\$ 90.09		\$ 91.89		\$ 93.73	
16	16-17	\$ 89.63		\$ 90.53		\$ 92.34		\$ 94.19		\$ 96.07	
17	17-18	\$ 91.87		\$ 92.79		\$ 94.65		\$ 96.54		\$ 98.47	
18	18-19	\$ 94.16		\$ 95.10		\$ 97.00		\$ 98.94		\$ 100.92	
19	19-20	\$ 96.52		\$ 97.49		\$ 99.44		\$ 101.43		\$ 103.46	

Pay Protected Rate Schedule

METRO		1-Jan-16		1-Jan-17		1-Jan-18		1-Jan-19		1-Jan-20	
Level	Year(s)	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.	Capt	F.O.
1	0-1	\$ 61.58	\$ 32.16	\$ 62.20	\$ 32.48	\$ 63.44	\$ 33.13	\$ 64.71	\$ 33.79	\$ 66.00	\$ 34.47
2	1-2	\$ 68.35	\$ 36.44	\$ 69.03	\$ 36.80	\$ 70.41	\$ 37.54	\$ 71.82	\$ 38.29	\$ 73.26	\$ 39.06
3	2-3	\$ 71.57	\$ 38.58	\$ 72.29	\$ 38.97	\$ 73.74	\$ 39.75	\$ 75.21	\$ 40.55	\$ 76.71	\$ 41.36
4	3-4	\$ 73.36	\$ 40.73	\$ 74.09	\$ 41.14	\$ 75.57	\$ 41.96	\$ 77.08	\$ 42.80	\$ 78.62	\$ 43.66
5	4-5	\$ 74.09	\$ 42.87	\$ 74.83	\$ 43.30	\$ 76.33	\$ 44.17	\$ 77.86	\$ 45.05	\$ 79.42	\$ 45.95
6	5-6	\$ 74.84		\$ 75.59		\$ 77.10		\$ 78.64		\$ 80.21	
7	6-7	\$ 75.59		\$ 76.35		\$ 77.88		\$ 79.44		\$ 81.03	
8	7-8	\$ 76.34		\$ 77.10		\$ 78.64		\$ 80.21		\$ 81.81	
9	8-9	\$ 77.09		\$ 77.86		\$ 79.42		\$ 81.01		\$ 82.63	
10	9-10	\$ 77.87		\$ 78.65		\$ 80.22		\$ 81.82		\$ 83.46	
11	10-11	\$ 77.87		\$ 78.65		\$ 80.22		\$ 81.82		\$ 83.46	

3.5 TRAINING PILOTS

- 3.5.1 Primary Training Pilots shall receive an additional three hundred dollars (\$300.00) per Month. The primary Training Pilot shall also receive an additional twenty dollars (\$20.00) per flight hour or simulator hour for all training flights.
- 3.5.2 Secondary Training Pilots shall receive three hundred dollars (\$300.00) for each Month that they are required to do training in addition to their hourly rate. The secondary Training Pilot shall also receive an additional twenty dollars (\$20.00) per flight hour or simulator hour for all training flights.
- 3.5.3 Training Pilots shall receive twenty-five dollars (\$25.00) per hour for any ground work being conducted for the purposes of training, e.g. training handouts, training syllabus, briefings, relevant paperwork. Ground time associated with flight training sessions, shall be capped at one point three (1.3) hours. In circumstances where additional time is required beyond the cap, the training Pilot must document the reason for any additional time.
- 3.5.4 Classroom instructors shall receive ten dollars (\$10.00) per hour in addition to their hourly rate for each hour of ground instruction. Classroom instruction shall include but is not limited to de-ice, elementary maintenance, CRM, ground school and Company indoctrination courses.
- 3.5.5 A LIP shall receive an additional fifteen dollars and fifty cents (\$15.50) per flight hour for carrying out line indoctrination and or line checks.
- 3.5.6 A DACP shall receive three hundred dollars (\$300.00) per Month in addition to their regular hourly rate.

- 3.5.7 A DLP shall receive one hundred and fifty dollars (\$150.00) per Month in addition to their regular hourly rate.
- 3.5.8 A DNFP shall receive thirty-five dollars (\$35.00) for conducting their duties during a simulator or aircraft flight test in addition to their hourly rate with the exception of new hires.

3.6 CREDITS

- 3.6.1 For the purpose of scheduling and pay, a Pilot shall receive credits equal to the greater of the following:
- a) The actual Pay Time per flight segment, calculated as follows:
 - i) Airtime plus zero point one two five (0.125) shall be added to the pay time for the number of flight segments completed in a Duty Period using normal rounding methods to one decimal point, at the Pilot's applicable hourly rate, e.g. seven (7) flight segments completed within a Duty Period shall be calculated as follows: seven (7) times zero point one two five (0.125) equals zero point eight seven five (0.875) or zero point nine (0.9) which shall be added to the airtime for the Duty Period; or,
 - b) A minimum Duty Period guarantee of three point five (3.5) hours, or
 - i) For every two (2) hours of a Duty Period, the Pilot shall receive a credit of one (1) hour, using normal rounding methods to one decimal point, at the Pilot's applicable hourly rate, e.g. an eleven point five (11.5) hour Duty day shall be calculated as follows; eleven point five (11.5) divided by two (2) equals five point seven five (5.75) or five point eight (5.8) credits, or
 - ii) When a Pilot books off sick or returns for a portion of a Day following sick, or
 - iii) When a Pilot trades, drops, or pick up a portion of a Day, or
 - iv) Where a flight training Assignment is the only Assignment on that day, the minimum Duty day guarantee shall be two point zero (2.0) hours
 - c) The Trip credit, calculated as follows:
 - i) For every four (4) hours of a Trip, the Pilot shall receive a credit of one (1) hour, using normal rounding methods to one decimal point, at the Pilot's applicable hourly rate, e.g.; a thirty six point five (36.5) hour Trip shall be calculated as follows; thirty six point five (36.5) divided by four (4) equals nine point one two five (9.125) or nine point one (9.1) credits.
 - d) The Reserve credit, calculated as follows:

- i) A credit of three point five (3.5) hours for each fourteen (14) hour Reserve period indicated on an LHP schedule. The Reserve period credit shall be prorated based on the number of hours put on Reserve divided by fourteen (14) multiplied by the Reserve credit. No LHP shall be Released from any Reserve period without his consent. For the purpose of pay, the Reserve period shall be in addition to the greater of any credits identified in Section 3.6.1.
- ii) A DRP shall receive the greater of the MPG or the credits indicated in Section 3.6.1 a), b), c) and d) for all Assignments received during the Month. If unavailable, e.g. sick, unfit, LOAWP, the value of the Day shall be the MPG divided by the number of work Days in the Month.

A Pilot may be assigned a Reserve period within a Trip and this Reserve period shall be credited at two (2.0) hours for each fourteen (14) hours or prorated portion.

- e) An unscheduled online training event to be paid at a rate of twenty five (\$25.00) dollars per hour above the MPG as per Section 10.2.1 b) ii)

3.6.2 For the purpose of Duty Period modifications or cancellations,

- a) If a Duty Period is cancelled and the Pilot is notified prior to leaving the rest facility (including home), the Company shall within one (1) hour of the initial contact, reassign, place on Reserve, or Release the Pilot. If a Pilot reports for Duty prior to notification of such cancellation, the provisions of Section 3.6.1 b) shall apply.
 - i) Method of contact shall be (in order of preference):
 - Cell phone
 - Home phone
 - Text
 - Email
- b) If a Pilot, of his own accord, checks in early and is subsequently notified by Dispatch twenty (20) minutes prior to reporting time, the notice requirement in Section 3.6.2 a) shall be satisfied.

SECTION 4

HOURS OF SERVICE

ACRONYMS REFERENCED IN THIS SECTION:

ALPA: Shall

ANC: Shall mean ALPA Negotiating Committee

ATC: Shall mean Air Traffic Control

CARs: Shall mean Canadian Aviation Regulations

CYFO: Shall mean Flin Flon, MB

CYHM: Shall mean Hamilton, ON

CYKF: Shall mean Waterloo, ON

CYOW: Shall mean Ottawa, ON

CYQT: Shall mean Thunder Bay, ON

CYSB: Shall mean Sudbury, ON

CYWG: Shall mean Winnipeg, MB

CYXL: Shall mean Sioux Lookout, ON

CYYB: Shall mean North Bay, ON

CYYU: Shall mean Kapuskasing, ON

JV: Shall mean Company Flights

LOA: Shall mean Leave Of Absence

LOAWP: Shall mean Leave Of Absence Without Pay

MEC: Shall mean Master Executive Council

LT: Shall mean Local Time

RDO: Shall mean Regular Day Off

SO: Shall mean Southern Ontario

4.1 MONTHLY MAXIMUMS

- 4.1.1 One hundred and twenty (120) hours per Month of credited time, of which no more than one hundred (100) hours shall be Flight Time, shall constitute the normal Monthly maximum for Pilots covered by this Agreement. Twice per Year, both of these maximums may be increased together by ten (10) hours in a given Month e.g. Months may have maximums of one hundred and thirty (130) credit and one hundred and ten (110) flight hours. At the Pilot's discretion and with approval by the Company additional Months may exceed the maximum limitation.
- 4.1.2 When a Pilot reaches his maximum monthly credit limitation as provided for in Section 4.1.1, he shall be relieved of all Duty with the Company until the commencement of his next Month.
- 4.1.3 A Pilot whose Over-Projection remains unresolved shall not be allowed to check in for his last Pairing or multi-Day Pairing of the Block. The affected Pilot shall be Released from the Pairing or multi-Day Pairing or shall be subject to Reassignment, which shall not result in an Over-Projection.

4.2 OVERTIME

- 4.2.1 A Pilot shall be paid at the rate of time and one-half (1½ *) the Pilot's hourly rate for the greater of:
- a) All Pay Time in excess of ninety-five (95) hours or,
 - b) All credit time in excess of one hundred and ten (110) hours in a Month.

4.3 DUTY PERIODS

- 4.3.1 The maximum Duty Period shall normally be fourteen (14) hours except as follows:
- a) For Pilots who have been on Reserve all Day and whose Duty Periods commence between 2300 and 0430 LT (silent hours) or when one-third (⅓) of the Duty Period falls between the hours of 2300 and 0430 hours local time, the maximum Duty Period shall be twelve (12) hours.
 - b) Where flight Duty time includes a Rest Period, flight Duty time may be extended beyond the maximum flight Duty time of fourteen (14) hours (704 OPS), fifteen (15) hours (703 OPS) by one-half the length of the Rest Period to a maximum flight Duty period of seventeen (17) hours, if:
 - i) The Company provides the Pilot with advance notice of the extension of flight Duty time;
 - ii) The Company provides the Pilot with a Rest Period of at least four (4) consecutive hours in suitable accommodation, plus one (1) hour for flight preparation and ground transportation time; and

- iii) The Pilots rest is not interrupted by the Company during the Rest Period.
 - c) The Duty Period may be extended to seventeen (17) hours for unforeseen circumstances where both crew members agree it is safe to do so. Unforeseen circumstances shall be limited to:
 - i) Mechanical breakdown of aircraft;
 - ii) ATC delays;
 - iii) Weather (not forecasted);
 - iv) Fueling delays; and
 - v) Holding for JV aircraft provided their delay was due to any of the above.
 - d) The Pilot should attempt to notify the Company at the earliest opportunity of unforeseen circumstances which may affect the Pilot's Duty Period. If this notice is provided with not less than two (2) hours remaining in the Duty Period and the Pilot is scheduled to return to his Base during the remainder of the affected Duty Period, the Company shall make every reasonable effort to rectify the situation in accordance with this Agreement.
 - e) Provisions as stipulated for Stand Alone Contracts.
- 4.3.2 For the purpose of scheduling, e.g. Monthly schedule or Day of operation, a Duty Period may be extended to seventeen (17) hours for the purpose of Deadheading a Pilot to his Base at the end of an Assignment. The Duty Period, for the purpose of Deadheading to his Base at the end of an Assignment may be extended beyond seventeen (17) hours at the discretion of the Pilot.
- 4.3.3 A Pilot shall be considered on Duty during all Deadheading.
- 4.3.4 An on Duty Period shall commence at the designated check in location identified in the Company SOP:
- a) The minimum Check-In time shall be:
 - i) Forty-five (45) minutes prior to the first departure of the Day at CYQT;
 - ii) Thirty (30) minutes prior to the first departure of the Day at all other locations;
 - iii) Thirty (30) minutes prior to a scheduled Deadhead on Bearskin Airlines;
 - iv) Sixty (60) minutes prior to a scheduled Deadhead on another carrier, or

v) As agreed to by the Parties.

- b) On overnights where a hotel cannot provide a late checkout to within one (1) hour prior to the normal crew check in time, per Section 4.3.4, a), the Company shall make available a day room or quiet room for the crew per Section 19.3.9, a) and b); the Pilots Duty shall commence thirty (30) minutes after the time he is required to leave the overnight hotel and proceed to the airport.
- c) At the required report time established for the commencement of a training session or meeting, or
- d) Provisions as stipulated for Stand Alone Contracts as per Section 11.3 and Section 11.4.

4.3.5 An on Duty Period shall end:

- a) A minimum of fifteen (15) minutes after touchdown, whether operating or Deadheading, or as agreed to by the Parties, or
- b) Some later time if the Company approves a later check-out due to extenuating circumstances, after consultation with the Captain, or
- c) At the end of a training session or meeting if it is the only Assignment in the Day.

4.3.6 When a change in Month occurs en route, the date on which the Duty Period originates shall be considered the date to which all flight and Duty time is to apply. In the event of delayed operations at the end of the Month, the scheduled originating date of the flight shall be considered the date on which the flight originates and to which date all flight and Duty times shall apply.

4.3.7 The maximum number of scheduled landings in any Duty Period shall be twelve (12). For unforeseen operational circumstances the maximum number of landings may be extended where both crew members agree it is safe to do so.

4.4 MINIMUM REST PERIODS

4.4.1 Overnights and crew Bases of CYQT and CYWG, with the exception of those listed in Section 4.4.2.

- a) Between any two (2) Duty Periods the minimum Rest Period shall be ten hours (10) except in the case of a Rest Period preceding a Duty start time of 0600 LT or earlier. In such cases, the minimum Rest Period between Duty Periods shall be ten and one-half (10½) hours. Per CARs, a minimum Rest Period means a period during which a flight crew member is free from all duties, is not interrupted by the air operator or private operator, and is provided with an opportunity to obtain not less than eight (8) consecutive hours of sleep in suitable accommodation, time to travel to and from that accommodation and time for personal hygiene and meals.

4.4.2 Overnights in CYYU, CYWG, CYXL

- a) Between any two (2) Duty Periods the minimum Rest Period shall be nine and three-quarter hours (9¾) except in the case of a Rest Period preceding a Duty start time of 0600 LT or earlier. In such cases, the minimum Rest Period between Duty Periods shall be ten and one-half (10½) hours. Per CARs, a minimum Rest Period means a period during which a flight crew member is free from all duties, is not interrupted by the air operator or private operator, and is provided with an opportunity to obtain not less than eight (8) consecutive hours of sleep in suitable accommodation, time to travel to and from that accommodation and time for personal hygiene and meals.

4.4.3 The following criteria shall be used for determining minimum rest between Duty Periods:

- a) Evening meal thirty (30) minutes;
- b) Evening hygiene fifteen (15) minutes;
- c) Opportunity to obtain not less than eight (8) consecutive hours sleep in suitable accommodation;
- d) Morning hygiene thirty (30) minutes;
- e) Morning meal fifteen (15) minutes; and
- f) Transportation requirements to and from rest facility (to be determined by the Company).

4.4.4 For Rest Periods following expanded Duty periods in Section 4.3.1 b, and c, the Rest Period shall be extended by a time equal to the expansion of Duty. (i.e., one point five (1.5) hours of expansion shall be one point five (1.5) hours additional rest to Section 4.4.1 and Section 4.4.2).

4.5 MINIMUM DAYS OFF

4.5.1 Each Pilot shall be scheduled a minimum of twelve (12) Days Off per Month. For scheduling purposes in the Month of February a minimum of eleven (11) Days Off shall be awarded. If a qualifying Pilot does not receive a twelfth (12th) Day Off in February the remaining un-awarded Day shall be taken in either July or August of the same Year.

4.5.2 For the purposes of this Section, a qualifying Pilot shall mean a Pilot who, in the Month of February, is not:

- a) On short term disability;
- b) A new hire;
- c) On a LOAWP;

- d) On a suspension; or
- e) Laid off.

4.5.3 The minimum number of days to be taken in July shall be a minimum of one half ($\frac{1}{2}$) the crew compliment for each Position. If less than the minimum of one half ($\frac{1}{2}$) the crew compliment has requested their February RDO in the Month of July, then Assignments shall be made in reverse order of seniority. If more than the minimum of one half ($\frac{1}{2}$) the crew compliment is requested in the Month of July, then Assignments shall be in order of seniority. More than the minimum allocation may be assigned in the Month of July provided all other operational requirements can be met.

4.5.4 The minimum Days Off in Section 4.5.1 shall be subject to the prorating of Days Off, pursuant to Section 3.1.1 c)—RATES OF PAY, at his Base free of all Duty notwithstanding:

- a) That a Pilot while on Simulator or any external training may be given Days Off away from his Base.
- b) New hire Pilots shall receive a minimum eight (8) Days Off per Month or prorated based on their start date.
- c) Once a new hire Pilot has successfully completed Line Indoctrination then the Company shall assign the Pilot his days on and off prorated in accordance with the remainder of the Month. The new hire Pilot shall be eligible to bid for his Days Off as part of the next full Month. Section 4.5.1 shall apply subject to proration based on Appendix A.

4.6 MEC AND OR ANC LEAVE

4.6.1 Subject to operational requirements, the MEC Chairman shall be provided up to fifteen (15) additional scheduled LOA days per Year to conduct Association business. If additional days are required then these shall be at the Company's discretion. The MEC Chairman shall identify Association business days to the Company prior to the schedule build period, when utilized.

4.6.2 The Company shall recognize the ANC, consisting of three (3) members who are employees of the Company covered by this Agreement. The function of such Committee shall be to engage in the collective bargaining process, be it preparation days or main table bargaining days with designated Company Representatives, for the sole purpose of negotiating amendments and or renewal of this Agreement. The ANC members shall be granted LOA for this purpose with prior approval from the Company.

4.6.3 For each day identified in Section 4.6.1 and Section 4.6.2, the Company shall invoice the Association for four point three (4.3) credits for each MEC or ANC member, at their applicable rate of pay as defined in Section 3.4—RATES OF PAY of this Agreement.

- 4.6.4 Any MEC or ANC member for each Day while on LOA, be it MEC or ANC business, shall remain on Company payroll for all purposes. For clarity, this shall include e.g. benefits, sick leave accrual, vacation accrual and pension contributions normally made had the MEC or ANC member been performing flying duties for the Company.
- 4.6.5 The Company shall direct all invoices to ALPA Accounting via email. The MEC shall provide the most current contact information for the individual responsible for ALPA accounting.
- 4.6.6 The invoices referred to in Section 4.6.5, shall include:
- a) Pilot's name and,
 - b) Company Employee number; and
 - c) Date(s) being billed for.
- 4.6.7 The Company shall provide the Association the name, email address and phone contact of the person who may be contacted in the event issues arise with invoicing.

SECTION 5

PILOTS SCHEDULING SYSTEM

ACRONYMS REFERENCED IN THIS SECTION:

ATC: Shall mean Air Traffic Control

CA: Shall mean Collective Agreement

CARs: Shall mean Canadian Aviation Regulations

CYYU: Shall mean Kapuskasing, ON

DRP: Shall mean Designated Reserve Pilot

ET: Shall mean Eastern Time

LHP: Shall mean Line Holder Pilot

LHRP: Shall mean Line Holder Reserve Pilot

LI: Shall mean Line Indoctrination

LOA: Shall mean Leave of Absence

MEC: Shall mean Master Executive Committee

MP: Shall mean Management Pilot

MPG: Shall mean Minimum Pay Guarantee

RDO: Shall mean Regular Day Off

SSS: Shall mean SysAIO Scheduling System

TC: Shall mean Transport Canada

5.1 **GENERAL**

5.1.1 It is understood that the Parties shall continually review the SSS throughout the term of this Agreement. Should either Party find deficiencies in the SSS or the completed monthly schedule, the Parties shall meet in order to resolve such deficiencies. If such deficiencies cannot be resolved in a manner satisfactory to the Company, the Company shall have the sole discretion to remedy such deficiencies to ensure an uninterrupted flight schedule.

5.1.2 The Parties recognize that the Company shall be responsible for the construction of the monthly Pilot schedules in cooperation with the Association

- 5.1.3 If it is found that any of the rules contained herein require change, or alternatively, additional rules should be adopted, such changes or additions can be made by mutual agreement between the Company and the Association.
- 5.1.4 The Company shall not assign more than one (1) crew simultaneously to any Pairing on any given Day.

5.2 PAIRING CONSTRUCTION

- 5.2.1 The Association and the Company agree that monthly Assignments shall be constructed to ensure that each Pilot is awarded his choice of Days Off and Pairing Assignments in accordance with his Position and seniority provided all applicable requirements are met as detailed in Section 5.2.2. The number of line Pilots shall be sufficient to protect the Company's operation and provide normal working conditions as provided for in this Agreement.
- 5.2.2 Blocks shall be constructed by the SSS ensuring all operational requirements of the Company are met. Assignments shall be built to include all CARs requirements, CA rules, customer requirements and Scheduled Flying, extra section flying, confirmed Charter Flying, Reserve Days, ground schools, classroom training, flight training, simulator training, check rides, line indoctrination, line checks, Vacations, Statutory Holidays, leaves of absence (LOAs), long term sick leave, TC medical examination expiration reminder, Association releases, held out of service Days and all known meetings or other duties required by the Company, etc.

5.3 SCHEDULE CONSTRUCTION

- 5.3.1 The following timeline shall be used for the schedule construction process:
- a) Pilot bidding on the SSS shall normally open by 17:00 ET on the 3rd Friday of the Calendar month.
 - b) Pilot bidding on the SSS shall normally close at 09:00ET the 1st Monday following the 3rd Friday.
 - c) Pilot's monthly schedules on the SSS shall normally be published by 17:00 ET on the following Thursday following the 3rd Friday.
 - d) The dates above shall be confirmed via a calendar distributed by the Company in the month of November for the following calendar year. The calendar shall be mutually agreed upon between the Association and the Company and posted on JVops.com
 - e) Notwithstanding the dates above, with mutual agreement the dates can be amended provided the dates are brought to the attention of the Pilot group via email prior to the start of bid process.
 - f) The Company shall distribute a monthly email reminder to emails on file of the Pilot group, identifying the date the monthly schedule bid opens.

- g) Within forty eight (48) hours of the issuance of a Pilot's monthly schedule, the Pilot shall notify the Company and the MEC by email of any potential error(s) discovered (with specific details of the potential error(s)). Upon being advised of any potential error(s) in the monthly schedule, the Company shall work to rectify any error(s) prior to the commencement of the monthly schedule in question.

5.3.2 At the opening of bidding the Pilots' individual bid line shall display the following mandatory Assignments:

- a) Ground schools, classroom training, flight training, simulator training, check rides, Vacations, Statutory Holidays, LOAs, long term sick leave, Association releases, held out of service Days, all known meetings, carry-in Assignments, Company assigned Pairings for customer or TC requirements and other duties required by the Company, etc.
- b) The Company shall provide the requirements listed in Section 5.3.2 a), for all Pilots to see during the bid process.

5.3.3 During the Pilot bidding window:

- a) Pilots shall be able to enter and priority rank up to twelve (12) RDOs, identify the desire for a dedicated Reserve line and identify the maximum number of working days between five (5) and nine (9). CARs and CA rules need to be considered while making RDO submissions. Pilots scheduled for seven (7) or more consecutive working Days shall then receive not less than two (2) consecutive Days Off;
- b) Pilots are able to rank desired Pairings in an attempt to influence the SSS Assignment of pairings, each Pairing is ranked separately.

5.3.4 Any changes to Pairings resulting from schedule changes, charters or ad hoc flying shall be entered prior to the SSS creating the monthly schedule.

5.3.5 Notwithstanding Section 5.2.2, the SSS shall, in order of seniority, create Assignments while considering these factors in the following order:

- a) Pilot's desire for dedicated Reserve schedule. (In the interest of safety, Pilots require a minimum of three hundred (300) hours of flight time on type prior to bidding or being assigned as a DRP); When insufficient Pilots bid for dedicated Reserve schedule, the most junior qualified Pilot(s) with less than 3 days of combined Vacation/Training/LOA or any other non-flying Assignment, shall be assigned.
- b) Respecting RDOs while considering ranked Pairings;
- c) Respecting RDOs while considering unranked Pairings;
- d) Removing RDOs while considering ranked Pairings;
- e) Removing RDOs while considering unranked Pairings;

- f) Considering General Preferences (ONLY if no RDOs or Pairing rankings are made).
- g) As required, the SSS may remove RDOs in reverse order of priority. The system shall construct a Pilot's line to +/- ten (10) hours of the desired monthly average. The SSS shall construct a complete schedule line in order of seniority and shall not shuffle pairings Assignments to respect a lower seniority Pilot's Pairing ranking. The SSS shall track and record the Pairing Assignment process for review following schedule publication.

5.3.6 The published monthly schedule shall contain the following information:

- a) Names of all Pilots in order of seniority at each Base;
- b) Each Pilots daily Assignment and credit value;
- c) Each Pilots monthly total credit value;
- d) Each Pilots Reserve start and end time;
- e) Known information for overnights, deadheads, paired crew member, Pairing check-in/out times, routings, etc.
- f) Any additional information relating to non-standard operations such as Deadheads, charters or overnights shall be given by dispatch to the Pilot when they call in for their next days' schedule.

5.3.7 The Company shall provide, upon request, schedule period summaries via email to the MEC Chairman of all Scheduled or non-Scheduled Flying carried out and may include Drafts and Reserve usage. The MEC Chairman shall confirm receipt of the email by a return email.

5.4 CREW CHECK-IN

5.4.1 Dispatch shall ensure, by 2000 hours (ET) each Day, that crews have been assigned to all known Duty commencing the next Day. Dispatch shall make every effort to avoid removals from or additions to such crew Assignments any later than 2000 hours (ET). Any additional flying that becomes available for the next Day shall be assigned as soon as possible.

5.4.2 Pilots or their designate shall contact Dispatch between 1830 and 2000 hours (ET) on Sunday to Friday, and between 1530 and 1700 (ET) on Saturdays or as identified by the Company to confirm their schedule for the following Day. Pilots shall query Dispatch in the event their assigned schedule doesn't match the original schedule.

Next day's daily schedule shall be emailed to the entire Pilot group by Dispatch no later than 1830 (ET). The Pilot shall call back or email a reply acknowledging the email by the timelines listed above. Any amendments that are emailed thereafter, must indicate the change in the email body.

Should the Pilot be unable to contact Dispatch, he shall be prepared to operate his originally published scheduled Assignment for the next Day.

- 5.4.3 The Company and the Association are, during the duration of this CA, working towards implementing an online check-in process. Once implemented by LOU, the online process shall supersede the requirements of Section 5.4.

5.5 TRIP TRADES

- 5.5.1 Pilots who wish to Trip Trade shall adhere to the following process:

- a) The Pilot initiating the Trip Trade shall email the Pilot accepting the trade.
- b) The Pilot accepting the trade shall then forward his acceptance with the email string to ygtdispatch@bearskinairlines.com for approval at least twenty-four (24) hours in advance. The Chief Pilot shall be carbon copied in the email string as well.
- c) Dispatch shall review the Trip Trade request and email a "reply to all" advising whether the Trip Trade is approved or denied.
- d) Trip Trade requests of an emergency nature shall be accepted within the twenty-four (24) hour period.

- 5.5.2 Trip Trades shall only be approved as follows:

- a) Pilots must hold equal Position, be current on type and be customer qualified (if applicable). Inter-based Trip Trades shall not be accepted;
- b) A maximum of nine (9) consecutive working Days is not exceeded;
- c) No Trip Trades shall be denied as long as the CARs, CA and all operational and scheduling requirements are met with the following exceptions:
 - i) A Pilot requesting five (5) or more Pairing (or portion of) trades within a schedule period shall require the approval of the Company and the Association;
 - ii) A Trip shall not be traded if it interferes with either Pilot's availability for a scheduled Assignment;
- d) Any trades between an LHP and a DRP shall require the approval of the Company.
- e) A LHP accepting a Reserve Day from a DRP shall be bound to the clauses of Section 5.8 without restriction to the Company.

- 5.5.3 All Trip Trades shall be on a voluntary basis and each Pilot shall be paid according to the applicable credit hours flown as per Section 5.5.4, Section 5.5.5 and Section 5.5.6. No pay shall be given for any additional expenses or credits incurred as a direct result of the original Trip Trade.

- 5.5.4 In the event that a Trip Trade causes a Pilot's projected monthly credit value to increase, his monthly credit totals shall be increased by the difference in value between the trips traded. However, the difference shall not apply for overtime pay.
- 5.5.5 In the event that a Trip Trade causes a Pilot's projected monthly credit value to decrease, his monthly credit totals shall be reduced by the difference in value between the trips traded.
- a) Example: A Pilot, who has a projected monthly credit value of eighty-five (85.0) hours trades four (4.0) hours away and subsequently has a further five (5.0) hours lost due to operational reasons, shall not have his MPG of eighty (80.0) hours reduced.
- 5.5.6 In the event that a Trip Trade causes a Pilot's projected monthly credit value to fall below his MPG, the resulting value shall become his new MPG.
- a) Example: A Pilot, who has a projected monthly credit value of eighty (80.0) hours trades six (6.0) hours away and subsequently has a further five (5.0) hours lost due to operational reasons, shall have his MPG of eighty (80.0) hours reduced by six (6.0) hours, resulting in a new MPG of seventy-four (74.0) hours.

5.6 TRIP DROPS

- 5.6.1 The Company and the Association recognize that Trip Drops is new to the Parties and as such shall be limited to a maximum of three (3) Days dropped per schedule period per Pilot. Pilots with less than three hundred (300) hours on type shall require approval from the Company. It is further understood that the Parties shall continually review Trip Drop usage throughout the term of this Agreement and, if required, modify the rules.
- 5.6.2 Pilots who wish to Trip Drop shall adhere to the following process:
- a) The Pilot initiating the Trip Drop shall email the Pilot accepting the drop.
- b) The Pilot accepting the drop shall then forward his acceptance with the email string to ygtdispatch@bearskinairlines.com for approval at least twenty-four (24) hours in advance. The Chief Pilot and MEC shall be carbon copied in the email string as well.
- c) Dispatch shall review the Trip Drop request and email a "reply to all" advising whether the Trip Drop is approved or denied.
- d) Trip Drop requests of an emergency nature shall be accepted by dispatch within the twenty-four (24) hour period.
- 5.6.3 The Pilot shall be responsible for completing the originally scheduled pairing until such time that they have found a Pilot who accepts the Trip Drop and meets the conditions stipulated in Section 5.6.4.

5.6.4 Trip Drops shall only be approved as follows:

- a) Pilots must hold equal Position, be current on type and be customer qualified (if applicable). Inter-based drops shall not be accepted.
- b) A maximum of nine (9) consecutive working Days is not exceeded by the Pilot who picks up the drop.
- c) Trip Drops shall not be denied as long as the CARs, CA and all operational and scheduling requirements are met.
- d) A Trip shall not be dropped if it interferes with either Pilot's availability for a scheduled flight.
- e) A LHP accepting Reserve days from a DRP shall be bound to the clauses of Section 5.8 without restriction to the Company.

5.6.5 All Trip Drops shall be on a voluntary basis. No pay shall be given for any additional expenses or credits incurred as a direct result of the original Trip Drop.

5.6.6 A Pilot who Trip Drops shall have his MPG reduced by the published monthly scheduled value associated with the Trip Drop.

5.6.7 A Pilot who accepts and completes a Trip Drop shall receive all applicable credits and per diems associated with that Trip Drop and shall not qualify for Draft or overtime pay.

5.7 RESERVE

5.7.1 Notwithstanding Section 5.7.2 and Section 5.7.3, the published monthly schedule shall not contain a combination of Reserve and a flying Assignment on the same Day.

5.7.2 Notwithstanding Section 3.6.1 d) iii, a LHP shall not be assigned to Reserve on a Day that contains a flying Assignment, without his consent, unless any part of the pairing was replaced with Reserve. Reassignment to Reserve is intended to replace an originally scheduled Pairing; see Example (1). Reserve is not to be utilized as an additional Assignment to the originally scheduled Pairing; see Example (2).

- a) Example (1): A Pilot was scheduled to complete 341/342 and the aircraft was unavailable, the Pilot may be reassigned to Reserve up to the point of their originally scheduled Duty end.
- b) Example (2): A Pilot only scheduled for 371 cannot be placed on Reserve without his consent. He may be subject to Reassignment and, if applicable, Duty Expansion.

5.7.3 Reserve Pilots shall be assigned as follows:

- a) At the discretion of the Company, the DRPs may be utilized first followed by LHRPs.

- b) Once the Company has identified whether a DRP or LHRP is going to be utilized, the Reserve Pilot shall be assigned in order of seniority. The most senior identified Reserve Pilot available that Day shall have the first right of refusal for any Duty unless:
- i) He is the sole available Reserve Pilot or all other Reserve Pilots have reached the overtime limit in that Month; or
 - ii) In the event that it is shown that the flight Assignments would affect the Senior Pilot's schedule for the following Day(s) and or to avoid a Draft of the Senior Pilot in the following Day(s), the Company may assign the flight to a more Junior Pilot in the same Base who is on Reserve; or
 - iii) The Senior Reserve Pilot available that Day must accept the Assignment if it is shown that the flight Assignments would affect the Junior Pilot's schedule for the following Day(s) and or to avoid a Draft of the Junior Pilot in the following Day(s); or
 - iv) The Pilot is required to maintain currency.
- c) The most junior Pilot on Reserve must accept the Assignment if all senior Reserve Pilots have exercised their right of refusal. If requested, Dispatch shall inform the Reserve Pilot of the reasoning of their selection for the Assignment.

5.7.4 A DRP or LHRP shall be considered on call at all times during his Reserve period.

5.7.5 Dispatch shall make at least the following attempts to reach a Pilot on Reserve by telephone, at the numbers on file, not less than twice with not less than ten (10) minute intervals between calls. Should a Pilot without a cell phone leave his place of residence, he shall advise Dispatch of how he can be reached.

5.7.6 A Reserve Pilot shall not be subject to the provision of Section 5.13.3 c)—REASSIGNMENT.

5.8 DEDICATED RESERVE

5.8.1 In the interest of safety, Pilots require a minimum of three hundred (300) hours of Flight Time on type prior to bidding or being assigned as a DRP.

5.8.2 The Reserve period within the Reserve Day shall not exceed fourteen (14) consecutive hours.

5.8.3 A DRP shall receive the same number of scheduled RDOs as a LHP per Month.

5.8.4 In any Month, a maximum of four (4) DRPs RDOs may be moved at the Company's discretion, without incurring a Draft Penalty. When moveable RDOs are utilized, the Company shall endeavor to return the RDOs in the affected Month. In the event the RDOs is not returned in the affected Month, the Company shall have the discretion to

pay the Pilot Draft pay for the moved RDOs or increase the following Month's RDO allotment equal to the number of moveable RDOs used in the previous Month.

- 5.8.5 The start and end time for the Reserve period shall be identified on the Pilot's monthly schedule. Dispatch shall advise by 2000 hours, the Day prior to the Reserve Day, of any known Assignment.
- 5.8.6 Any flight Assignment must be given within the first fourteen (14) hours from Reserve period commencement. Total time from Reserve period commencement until the Pilot is Released from any Assignment flight Duty shall not exceed eighteen (18) hours.
- a) Example: A Pilot commences a Reserve period at 0600 hours must be assigned Duty by 2000 hours and must be Released from flight Duty no later than 0000 hours.
- 5.8.7 A DRP shall be considered on call at all times during his Reserve period. Should he leave his place of residence, he shall advise Dispatch of how he can be reached.
- 5.8.8 A DRP or their designate should contact Dispatch between 1830 and 2000 hours (ET) on Sunday to Friday and between 1530 and 1700 (ET) on Saturdays or as identified by the Company, to confirm their schedule for the following Day. If contact with Dispatch is not made, the returning Pilot shall be available for a Reserve start that begins one (1) hour prior to the check-in for the first scheduled flight from his Base.
- 5.8.9 Dispatch shall not interrupt a Pilot's minimum crew rest in order to assign him Duty.
- 5.8.10 A DRP shall be given not less than sixty (60) minutes' notice to report for Duty. This provision shall in no way deter a Pilot from reporting for Duty in less than the above notice requirements if the flight is scheduled to depart sooner and he is able to report sooner. No Pilot shall be subject to discipline if he is not able to report in less than the above time requirements from receipt of notice.
- 5.8.11 A DRP who reports for a flight, whether the flight operates or not, may be reassigned, however, his Duty Period shall commence at the reporting time of his originally assigned Pairing.

5.9 LINE HOLDER RESERVE

- 5.9.1 The Reserve period within the Reserve Day shall not exceed fourteen (14) consecutive hours.
- 5.9.2 The start and end time for the Reserve period shall be identified on the Pilot's monthly schedule. Dispatch shall advise by 2000 hours, the Day prior to the Reserve Day, of any known Assignment. Unless assigned an Assignment by dispatch, a Pilot's monthly scheduled Reserve period shall not be changed or cancelled unless agreed to by the Pilot.
- 5.9.3 Any flight Assignment must be given within the first fourteen (14) hours from the Reserve period commencement. Total time from the Reserve period commencement

until the Pilot is Released from any assigned Duty, shall not exceed eighteen (18) hours.

- a) Example: A Pilot commences a Reserve period at 0600 hours must be assigned Duty by 2000 hours and must be Released from Duty no later than 0000 hours.

5.10 DRAFTING

5.10.1 Prior to any Pilot being drafted, the following sequence must be followed by Dispatch:

STEP 1: All available Reserve Pilots must be used;

STEP 2: Dispatch shall maintain a monthly Draft list of Pilots volunteering to accept Drafts on specific dates from which the Company shall Draft in order of seniority on a rotational basis (the senior-most Pilot on the list that Day who has been drafted the least in that Month shall be drafted first). A Pilot whose name appears on the draft list shall not refuse a Draft for which he has been called;

STEP 3: If there are no available Pilots from the Draft list the Company shall Draft an eligible Pilot to fly on a scheduled Day Off in reverse order of seniority. The Company may Draft out of seniority to minimize operational impact beyond the Day being drafted.

Once all steps have been completed, a Pilot cannot refuse the Draft, except as detailed in Section 5.10.2 and Section 5.10.3.

5.10.2 A Pilot shall not be drafted if:

- a) He has already been drafted two (2) times in the Month, unless he has volunteered as per the Draft list;
- b) He has not received crew rest in accordance with the appropriate rest Sections of the Agreement;
- c) He is on a RDO or group of RDOs consecutive with a combined minimum of three (3) consecutive Vacation Days and or Statutory Holidays, unless the Pilot is willing to accept a Draft as per the Draft list;
- d) He is on a GDO or pair of GDOs consecutive with a combined minimum of five (5) consecutive Vacation Days and or Statutory Holidays, unless the Pilot is willing to accept a Draft as per the Draft list;
- e) The Draft causes his total monthly projected or actual credits to exceed his monthly maximums;
- f) The Draft extends the Pilot's Block to more than nine (9) consecutive working Days. When a Draft results in a Pilot being scheduled for seven (7) or more working Days, he shall then receive a minimum of two (2) consecutive Days

Off. No Pilot shall be drafted for more than seven (7) consecutive Days without his consent unless the Draft(s) has been forced due to mechanical, weather, or as per Section 5.11.1 c).

5.10.3 Before a Captain is Drafted as a First Officer:

- a) A Reserve First Officer shall be assigned, or;
- b) A First Officer shall be Drafted;
- c) He must consent to such Draft and;
- d) He must be right seat qualified.

5.10.4 The Company shall apply the Draft procedure as far in advance as possible, however, no Draft shall appear on a Pilot's monthly Block.

5.11 DRAFT PENALTY

5.11.1 A Pilot may be drafted up to a maximum of two (2) times each Month unless he has volunteered as per the Draft list. In addition to the hours flown on the drafted Day, a drafted Pilot shall be paid four point three (4.3) hours credit time above and beyond all credit pay for the Month. This four point three (4.3) hour credit shall not be included in the calculation of overtime. In lieu of pay, at the election of the Pilot, the four point three (4.3) hour credit, may be put into the Pilots time bank.

- a) A Pilot who is drafted shall receive a minimum of three point five (3.5) credit hours at the Pilot's applicable hourly rate. This minimum three point five (3.5) credit hours shall be included in the calculation of overtime.
- b) No Pilot shall be obligated to accept a Draft during a scheduled Vacation period and or a scheduled Statutory Holiday.
- c) If a Pilot cannot be Released from Duty at his Base prior to 0200 hours (local time) of a scheduled Day Off he shall be considered drafted. For the purpose of this subsection, this Day shall not be counted as one of the two (2) Days available to the Company in that Month unless upon return to Base the Company does not release him from Duty prior to 12:00 noon of his scheduled Day Off.

5.11.2 The Company shall provide to the MEC, when requested on a monthly basis, an electronic copy of all instances of Drafts. This data shall include affected Pilot's names, Base, and date. The MEC shall confirm receipt of email by return email.

5.12 OPEN FLYING

5.12.1 When Open Flying becomes available, due to resignation, sickness, LOA, etc., the Company may utilize the following procedure:

- a) Distribute an email with a response deadline determined by the Company based on operational need to all Base specific Pilots indicating where the open flying is available and details of the requirement(s);
- b) Pilots shall respond with their interest via email to yqtdispatch@bearskinairlines.com; and
- c) Open Flying shall be assigned based on the seniority of the Pilots who have expressed interest as per (b) above provided all scheduling rules can be met. A Pilot who is selected for open flying shall be expected to perform the Assignment absent extenuating circumstances.
- d) All Pilots voluntarily accepting an Open Flying Assignment shall not qualify for the Draft Provisions.

5.12.2 All Pilots voluntarily accepting Open Flying Assignments shall not qualify for the Draft provisions Pilots.5.12.2 a)Credits earned on Open Flying shall accrue only for pay purposes and shall not be applied to the Pilot's monthly credit totals or eligible for overtime per Section 4.2.1.

- a) A Pilot who is assigned Open Flying shall earn pay credits at a rate of:
 - i) Credit hours over 80 hrs -one point five (1.5) times the credit level of the Duty Period(s).
 - ii) Credit hours under 80 hrs -one (1.0) times the credit level of the Duty Period(s).
- b) When a Pilot is assigned Open Flying, the Company shall indicate what Duty constitutes Open Flying including projected Duty start and Duty end times. For Pay purposes only, this Duty is not subject to Reassignment Section 5.14, or Duty expansion in Section 5.15. All credits associated with open flying shall be paid in accordance with Section 5.12.2 b).

5.12.3 The Pilot may elect to put credits earned from Open Flying into their time bank.

5.13 TIME BANK CREDITS

5.13.1 The maximum balance shall be twenty one point five (21.5) Credits. Any Credits greater than twenty one point five (21.5) shall be automatically paid out on the next payroll cycle.

5.13.2 A Pilot may withdraw credits from his Time Bank in accordance with the following:

- a) At the Pilot's request he shall have his Time Bank paid out in whole or in part on the earliest possible payroll cycle.
- b) The Pilot may, in agreement with the Company, apply credits from his Time Bank to his following monthly block or in the case of a DRP, or LHRP, increase his minimum number of Days Off in his following monthly block by one (1) for each four point three (4.3) credits withdrawn from his Time Bank.

The awarding of Time Bank credits within the monthly schedule shall be accomplished in order of seniority.

- c) A Pilot may, in agreement with the Company, apply credits from his Time Bank to drop a Pairing(s) or portion of a Pairing(s) in his Block or in the case of DRP he may remove a Reserve day at four point three (4.3) credits, or in the case of a LHRP he may remove a Reserve day at three point five (3.5) credits. When the Company approves the dropping of a Pairing from a Pilot(s) block it shall be done in order of seniority from the Pilots who have submitted the request.
- d) The maximum available bank time for each eligible Pilot in any period between the Pilots anniversary dates shall be twenty one point five (21.5) hours. These hours are non-cumulative from Year to Year. The Company shall provide banked pay as requested at the earned rate of pay on the next available payroll date. Unused hours shall be paid out at the Pilot's anniversary date and at the earned rate of pay when such hours were banked.

5.14 REASSIGNMENT

- 5.14.1 For pay purposes only, Reassignment applies only to Pilots who have been Drafted or who are crewing ad hoc Charter Flying or ad hoc extra sections.
- 5.14.2 A Pilot shall not be reassigned unless there is a requirement due to:
 - a) Forced Days Off due to Drafting; or
 - b) Ad hoc Charter Flying; or
 - c) Ad hoc extra sections; or
 - d) A Pilot's Pairing or portion of his Pairing being changed or cancelled; or
 - e) A Pilot booking back on Duty from sick leave and is not in position to complete his original Assignment or;
 - f) Unforeseen operational circumstances. For the purpose of Reassignment, unforeseen operational circumstances shall be limited to:
 - i) Mechanical breakdown of aircraft;
 - ii) ATC delays;
 - iii) Weather;
 - iv) Scheduled crew unavailability; or
 - v) Holding for JV aircraft provided their delay was due to any of the above.

5.14.3 If a Pairing or portion of a Pairing is changed or cancelled, a Pilot may be reassigned to operate other flights provided:

- a) When the Reassignment is no longer required, the Pilot shall be returned to his original scheduled Assignment.
- b) With the exception of Reserve, Charter Flying and Draft, the Pilot is not held on Duty without Reassignment for greater than three (3) hours except in cases where weather conditions are causing the flight to be delayed and in such cases, the Pilot shall not be held on Duty for greater than four (4) hours without Reassignment.
- c) A Pilot not originally scheduled for an overnight and who is not a Reserve Pilot may only be reassigned to an overnight if:
 - i) At his Base he is given twenty-four (24) hours' notice (from initial notification to the scheduled or actual time of departure for that overnight, whichever is earlier) with the opportunity to go to his home; or

Example: JV384 departs at 1640, on Monday at 1640 the Company could advise the Pilot that on Tuesday he shall be overnighing on JV384, and the Company would be seen as meeting the twenty-four (24) hour notice period.

- ii) He is away from Base and given forty-eight (48) hours' notice (from initial notification to the scheduled or actual time of departure for that overnight whichever is earlier), or

Example: JV384 departs at 1640, on Monday the Pilot is overnighing in CYJU, the Company could advise the Pilot by 1640 on Monday that on Wednesday he shall be overnighing on JV384, and the Company would be seen as meeting the forty-eight (48) hour notice period.

- iii) Less notice is given by the Company per Section 5.14.3 c) i) or Section 5.14.3 c) ii), with his consent.

5.14.4 All affected Pilots for which there is no Reassignment may be put on Reserve. For the purpose of scheduling and pay, this additional Reserve period credit shall be prorated based on the number of hours put on Reserve divided by fourteen (14) multiplied by the Reserve credit.

5.14.5 If a Pilot loses a scheduled Day(s) on, as a result of a forced Day(s) Off caused by a Draft, the following shall apply:

- a) If the original Duty Day on consists of a single or multi-Day Duty Period, the Pilot shall receive credits for the greater of the original Duty Period, whether it was completed or not, or the flying done on the Draft Day.

Example (1): On the Day the Pilot was Drafted, he flew five (5) hours. On his forced Day Off he was scheduled for seven (7) hours. On the Day of the Draft, the Pilot would receive five (5) hours credit on the Draft Day plus the Draft penalty credit. On the forced Day Off, the Pilot would receive two (2) hours pay which is the difference between the original scheduled Day and the hours flown on the Draft Day.

Example (2): A Pilot is drafted to fly seven (7) hours on a Day Off. On his forced Day Off, he was scheduled to fly five (5) hours. For the Draft Day, the Pilot would receive seven (7) hours credit plus Draft penalty. For the forced Day Off, the Pilot would receive no Reassignment pay.

- 5.14.6 A Pilot who is reassigned to ad hoc Charter Flying or an ad hoc extra section shall receive pay for the greater of his reassigned Day(s) or scheduled Day(s).

5.15 DUTY EXPANSION

- 5.15.1 If the original Pairing consists of only a single Duty Period, the originally scheduled Duty Period may be expanded by a maximum of four (4) hours. Notwithstanding this four (4) hour expansion, a single Day Duty Period may, not more than twice a Month, be expanded up to a maximum of seven (7) hours. Any expansion beyond the four (4) hours shall be credited at two (2.0) credit hours per Duty hour on a prorated basis at the Pilot's hourly rate. Further expansion beyond the maximum seven (7) hours shall be subject to Pilot consent unless the expansion has been forced due to deadheading, mechanical or weather.

Example: One point seven (1.7) Duty expansion hours shall be paid at:

- i. For the first hour = Two point zero (2.0) credit hours
- ii. For the point seven (0.7) of the second hour = One point four (1.4) credit hours
- iii. 1.4) credit hours
- iv. For a total Duty expansion payment of = Three point four (3.4) credit hours

- 5.15.2 For pay purposes, the Duty expansion credits shall be less the actual Pay Time or credits accrued during the period of Duty expansion.

- 5.15.3 If the Assignment is a multi-Day Assignment, only the schedule start time on the first Day and the scheduled end time on the last Day shall be applicable for Duty expansion up to a maximum of four (4) hours. Notwithstanding the four (4) hour expansion, the first Days starting Duty Period and the last Days ending Duty Period of the multi-Day Assignment may not more than twice a Month be expanded up to a maximum of seven (7) hours. Any expansion beyond the four (4) hours shall be credited at two (2.0) credit hours per Duty hour on a pro-rated basis at the Pilot's hourly rate. Further expansion beyond the maximum seven (7) hours shall be subject to Pilot consent unless the expansion has been forced due to deadheading, mechanical or weather.

Example: One point 7 (1.7) Duty expansion hours shall be paid at:

- i. For the first hour = Two point zero (2.0) credit hours
- ii. For the point seven (0.7) of the second hour = One point four (1.4) credit hours
- iii. For a total Duty expansion payment of = Three point four (3.4) credit hours

5.15.4 For pay purposes, the Duty expansion credits shall be less the actual Pay Time or credits accrued during the period of Duty expansion.

5.15.5 If the Assignment of a multi-Day Assignment, only the scheduled start time on the first Day and the scheduled end time on the last Day shall be applicable for duty expansion up to a maximum of four (4) hours. Notwithstanding the four (4) hour expansion, the first Days starting Duty Period and the last Days ending Duty Period of the multi-Day Assignment may not be more than twice a Month".

5.16 DISPLACEMENT

5.16.1 A Pilot may be displaced from his flight by either a MP or LI Captain, provided that in such cases the displaced Pilot shall be credited for pay except in cases of line checks and LI. If eligible for pay he shall receive the greater of his scheduled flight credit or his reassigned credit. Should a Pilot require extra LI, the MEC shall be notified.

5.16.2 Pilot is not considered to be displaced if it is not possible to complete his original Assignment at the scheduled time.

5.17 BLOCKING, ASSIGNMENT ERRORS, AND FLIGHT SCHEDULE REDUCTION

5.17.1 Errors discovered in the published monthly Blocks, **after** the commencement of the period to which the Blocks pertain, shall be corrected by the Company in conjunction with the Association. Pilots affected and the Association shall be notified immediately of the changes and the Pilot shall be required to complete the changed schedule. The Draft penalty shall not apply to this Section.

5.17.2 In the specific case where two (2) Pilots of the same Status are scheduled in error to operate the same flight, the senior Pilot shall be given the choice of operating the flight or being subject to Re-Assignment.

5.17.3 In the event of a flight schedule change after the commencement of the period to which the Block pertains, the Company shall consult with the Association to minimize the disruption to the remaining Blocks. Pilots affected and the Association shall be notified immediately of the changes and the Pilot shall be required to complete the changed schedule.

5.17.4 In the event of a flight schedule change caused by Pilot sickness/injury or resignation after the commencement of the period to which the Block pertains, the Company shall consult with the Association to minimize the disruption to the remaining Blocks. Pilots affected and the Association shall be notified immediately of the changes and the Pilot shall be required to complete the changed schedule. For the purpose of

pay, Duty expansion shall be capped to seven (7) hours. The duration of this flight schedule change shall be no less than five (5) consecutive Days of cancellation. In the event that the duration is reduced to less than five (5) Days of cancellation, all affected Pilots shall be paid the normal Duty expansion pay as per Section 5.15—DUTY EXPANSION.

5.18 **POSITION CHANGES**

- 5.18.1 Pilots awarded a new Position after the issuance of the monthly schedule, shall receive a pro-rated Days Off schedule relevant to their new Position as of the effective date of the award. This pro-rated schedule shall be issued by the Company.

SECTION 6

SENIORITY

ACRONYMS REFERENCED IN THIS SECTION:

CAME: Shall mean Civil Aviation Medical Examiner

PSSL: Shall mean Pilot System Seniority List

6.1 GOVERNING PRINCIPLE

6.1.1 A Pilot's seniority shall govern:

- a) The awarding of all Positions, e.g. the opportunity to qualify on other aircraft and or change Status and or change Base; and
- b) Retention in case of Reductions in force and recall after layoff, the most junior Pilot being the first to be laid off, the most senior Pilot being the last to be laid off and the first to be recalled; and
- c) The awarding of the monthly Block schedule; and
- d) The choice of vacation periods.

6.2 GENERAL

6.2.1 The Company shall maintain a PSSL. Seniority on the PSSL shall begin to accrue from the first Day on which the Pilot appears on the Company payroll as a Pilot and shall continue to accrue except as otherwise provided for in this Agreement.

6.2.2 Where two (2) or more Pilots commence employment on the same date, their relative seniority on the PSSL shall be determined by a lottery to be done on the first Day of ground school. The ground school instructor or an Association representative shall conduct the lottery by means of drawing numbers. All affected new hire Pilots shall be in attendance and witness to the lottery process.

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

6.3 SENIORITY LIST

6.3.1 All Pilots in the employ of the Company shall have their names posted on the PSSL. Such list shall contain in order of seniority the names of all Pilots and their respective date of hire as a Pilot. This list shall be updated and published on the JVOps site within the first five (5) Business Days of each Month. The Company shall be responsible for the maintenance and posting of the PSSL.

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

6.4 LOSS OF SENIORITY AND OR YEARS OF SERVICE

- 6.4.1 A Pilot shall lose his seniority and Years of Service and be deemed to have left the employ of the Company if he:
- a) Resigns; or
 - b) Is discharged for just cause; or
 - c) Is retired subject to mutual agreement between the Company and the Association; or
 - d) Was on medical leave, and his CAME has medically certified the Pilot fit to return to work, and the Pilot refuses to do so; or
 - e) Is not on layoff and is no longer in contact with the Company's designated representative for a period of six (6) consecutive Months; or
 - f) Has not returned to work for any reason, other than layoff, for a period of two (2) Years and six (6) months inclusive from his last Day at work, unless otherwise stipulated in any applicable statute.

SECTION 7

MANAGEMENT PILOT FLYING

ACRONYMS REFERENCED IN THIS SECTION:

ACP: Shall mean Assistant Chief Pilot.

CP: Shall mean Chief Pilot.

MEC: Shall mean Master Executive Council

MP: Shall mean Management Pilot

7.1 GENERAL

7.1.1 For the purpose of this Section, MP shall be the following:

- a) President; and
- b) Vice President, Operations; and
- c) Vice President, Flight Operations; and
- d) Director of Operations; and
- e) CP(s); and
- f) ACP(s).

7.1.2 Nothing in this Agreement shall restrict the Company's right(s) to transfer Pilots to non-flying or MP Status with their concurrence or the right to withdraw Pilots from non-flying or MP Status.

7.1.3 MPs shall be allowed to perform such duties as required by the Company to meet its service requirements.

7.1.4 A Pilot returning from MP Status shall be able to return to the line only in the Position his seniority shall allow him to hold.

7.1.5 Revenue hours flown by MP shall be made available to the MEC Chairman upon request.

7.1.6 The MEC Chairman shall be notified of any additions and or deletions to the MP staff.

SECTION 8

PROBATION

8.1 **GENERAL**

- 8.1.1 New Pilots shall be required to serve a Probation Period of twelve (12) Months of continuous service with the Company from date of hire. The Company has the sole right to retain or discharge any employee during the Probation Period. Grievances may be presented in connection with the discharge of probationary employees.

- 8.1.2 Pilots who are laid off or on leave while on probation, when recalled for or return to Duty shall be credited with their previous period of employment in fulfilling their Probation Period.

SECTION 9

FILLING OF POSITION VACANCIES

ACRONYMS REFERENCED IN THIS SECTION:

CCP: Shall mean Company Check Pilot

CLC: Shall mean the Canada Labour Code

CP: Shall mean Chief Pilot

IFR: Shall mean Instrument Flight Rules

LI: Shall mean Line Indoctrination

LOA: Shall mean Leave of Absence

LOP: Shall mean Letter of Preference

LT: Shall mean Local Time

MEC: Shall mean Master Executive Council

PPC: Shall mean Pilot Proficiency Check

SRC: Shall mean Selection Review Committee

TC: Shall mean Transport Canada

9.1 PREAMBLE

9.1.1 In order to further the objectives outlined in the Preamble of this Agreement, the Parties agree to use an SRC in the selection process for the filling of Position vacancies.

9.1.2 While the Parties recognize the importance of seniority in the application of this Agreement, it must be understood that the safety of the travelling public and the Company is our primary focus.

9.1.3 For the purpose of evaluating Pilots for Position upgrades, the Company may use the following evaluation tools, e.g. Line Checks, periodic reviews and pre-upgrade interviews. The Company shall communicate to the Pilot the results of the evaluation tools.

9.2 BIDDING PERMANENT AND TEMPORARY POSITION VACANCIES

- 9.2.1 A Pilot may place on file a completed LOP which shall serve as a standing bid for all Vacancies. This LOP may be changed by the Pilot at any time by submitting a superseding LOP.
- 9.2.2 LOP shall be sent to the office of the Director of Operations who shall sign, date and, if requested, forward a copy to the MEC Chairman. The Pilot should retain a dated and signed copy of the LOP for his personal records.
- 9.2.3 Only those LOP on file at the closing time of the posting, the Permanent or Temporary Position shall be considered.
- 9.2.4 Acceptable methods of submitting an LOP shall be hand delivered, registered mail, fax or email.
- 9.2.5 Where a Vacancy for a Permanent or Temporary Position occurs, the Company shall post a notice on JVOps.com and, if requested, forward a copy to the MEC Chairman setting out the following information with respect to the Vacancy:
- a) Status, and
 - b) Base, and
 - c) Equipment involved, and
 - d) Effective date, and
 - e) Position criteria, and
 - f) Closing date of posting, which shall be at least three (3) Days after the time of initial posting, so that Pilots may change their LOP.
- 9.2.6 All Permanent and Temporary Position Vacancies shall be filled by seniority, provided that all minimum requirements contained in the TC regulations, customer criteria, Pilot competency, and this Agreement are met.
- 9.2.7 A joint committee comprised of the Company and the MEC Chairman shall establish and publish criteria for the selection of Pilots to fill all Position Vacancies. The most senior Pilot who bids for a Position Vacancy, and meets these requirements and those per Section 9.2.6, shall be awarded the Position. A Pilot awarded a Position listed on his LOP shall be bound by such award unless extenuating circumstances exist of a nature satisfactory to the Company. Extenuating circumstances are limited to personal and family emergencies.
- 9.2.8 It is understood that there shall be no Downward Bidding for Position Vacancies. However, in recognition of exceptional circumstances, Downward Bidding may be approved by mutual agreement between the Parties.
- 9.2.9 The standard criteria for Captain upgrades shall be identified on JVOps.com. The current criteria shall be included on the Position Vacancy posting. However, due to adjustments required by industry changes, these criteria may change by mutual agreement between the Parties.

- 9.2.10 For the purpose of meeting the criteria for Captain upgrades and for fulfilling customer requirements First Officers shall, based on operational requirements, be granted a Captain's PPC/IFR check ride on his second (2nd) and subsequent check rides on his current Equipment type. Other than their initial ride on type, a Pilot who has failed two (2) PPC/IFR check rides in the previous twenty-five (25) Months shall be ineligible for upgrade. At the Company's discretion, any Pilot employed with the Company who has failed a PPC/IFR check ride in the previous six (6) Months may not be considered for upgrade.
- 9.2.11 If a new Base is anticipated, the Company shall post a notice to the Pilots a minimum of thirty (30) Days in advance so that Pilots may change their LOP. A copy of any such notice shall be sent to the MEC Chairman.
- 9.2.12 If the introduction of a new Equipment type is anticipated, the Company shall post a notice to the Pilots a minimum of thirty (30) Days in advance so that Pilots may change their LOP. A copy of any such notice shall be sent to the MEC Chairman.
- 9.3 SRC**
- 9.3.1 All Pilot upgrade bids to a Permanent or Temporary Position Vacancy shall be reviewed by the CP or Director of Operations. Should the CP or the Director of Operations not select the senior Pilot candidate, he shall forward the disputed bid, with reason(s) of his decision to the SRC for evaluation.
- 9.3.2 Notwithstanding Section 9.3.1, the CP or Director of Operations, at his discretion, may forward any concerns about an upgrade candidate to the SRC for their review and input.
- 9.3.3 An SRC, reporting to the CP or Director of Operations, shall be established to evaluate Pilot candidates who bid to any Permanent or Temporary Position Vacancy when so required by the CP or Director of Operations. The SRC shall comprise of, where possible, a CCP appropriate to type currently flown or a senior Captain on the type currently flown who is not otherwise included on the committee, a non-management Training Captain, appropriate to type currently flown, and two (2) line Captains chosen by the MEC Chairman.
- 9.3.4 The SRC shall be empowered to evaluate a Pilot's qualifications, demonstrated competence, and such other factors, as the SRC deems appropriate, relevant to the Position being sought.
- 9.3.5 Throughout the evaluation process, the SRC shall endeavour to reach mutual consensus on the evaluation of a candidate. The SRC shall submit supporting or non-supporting recommendations to the CP or the Director of Operations, based on its majority decision. The CP or DFO will still retain the right to decide the selection. In the event a senior Pilot candidate is not selected for a Position, the Company shall inform such Pilot in writing stating the reasons therefore and provide a copy to the MEC Chairman within seven (7) Days of the delivery of the recommendation of the SRC to the CP or the Director of Operations. A Pilot who has been disqualified shall be able to grieve such decision in accordance with Section 23—GRIEVANCE PROCEDURE.

9.3.6 Recommendations by the SRC shall be valid for one hundred and eighty (180) Days.

9.3.7 Notwithstanding Section 9.3.6, a Pilot displaying improvement may, at the discretion of the CP Pilot or the Director of Operations, have his file re-evaluated by the SRC.

9.4 AWARDING PERMANENT AND TEMPORARY POSITION VACANCIES

9.4.1 Within fifteen (15) Days following the closing date of the posting, the Company shall inform the successful candidate(s) and advise the MEC Chairman of the award(s). The Director of Operations shall approve an extension of up to twenty (20) Days to the Pilot's change of Position effective date due to extenuating circumstances. Extenuating circumstances shall be limited in its definition and application to circumstances affecting a Pilot's annual Vacation bid award at the time of the new Position's ground school, for medical or dental reasons, and for bereavement or compassionate reasons.

9.4.2 If the Company receives no LOP for a Position Vacancy, no applicant meets the criteria established by the committee according to Section 9.2.7 or no applicant is approved by the Company, the Company may hire a new Pilot to fill the Position Vacancy.

9.4.3 A Pilot accepting or assigned a Position Vacancy may be frozen, at Company discretion, for a period of up to twenty-four (24) Months with the exception of Base, where the Pilot shall be frozen for a maximum of one hundred eighty (180) Days. During a Status freeze period First Officers, after serving half (1/2) the freeze time, as defined herein, shall be permitted to bid on any Captain Vacancies, irrespective of Section 9.4.5. The Company may, at its discretion, waive such freeze period.

9.4.4 In the event a Pilot fills a Position Vacancy that requires additional training and the entering into of a training agreement as referred to in Section 10—TRAINING, the Pilot shall continue in that new Position for a period of at least two (2) Years. Pilots who are required to remain in the Position by the training agreement for this minimum period shall not be able to successfully bid on further Position Vacancies.

9.4.5 Whenever the Company acquires a new type of aircraft, all Pilots in a freeze shall have their freeze period waived for the purpose of bidding Positions on the initial bid on the new type.

9.4.6 Notwithstanding Section 3.1.1 e), due to training requirements the Company may delay a move to a successfully bid Position for up to ninety (90) Days provided the Pilot is paid the higher rate from the effective date stated on the Bid Award.

9.4.7 During any freeze period a Pilot shall be permitted to bid on other Position Vacancies provided the effective date of the applicable Position shall begin after the freeze period.

9.5 TEMPORARY POSITIONS

9.5.1 Position Vacancies shall be considered temporary, and designated as Temporary Positions, under the following conditions:

- a) When the Company designates that a requirement for additional Pilots at a Base is for a period of six (6) Months or less, or
- b) When a Position Vacancy is created by sickness or granting of a LOA provided that the illness or LOA is not expected to last more than six (6) Months, or
- c) Position Vacancies resulting from maternity and parental leaves shall be deemed temporary for the term of such LOA.

9.5.2 Temporary Positions shall be awarded as provided in Section 9.4.

9.5.3 When a Temporary Position remains in effect after six (6) Months, except for LOA granted under the CLC or it is determined that such a Temporary Position shall last for more than six (6) Months, the Temporary Position shall be designated as a Permanent Position unless otherwise mutually agreed upon between the Parties.

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

9.6 TEMPORARY POSITION APPOINTMENTS

9.6.1 If the Company receives no LOP for the Temporary Position or no applicants meet the criteria established by the Committee, the Company may hire a new Pilot to fill the Temporary Position. If the Temporary Position is not filled in the above circumstances, the Company may assign the most junior qualified Pilot to the Temporary Position.

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

9.6.3 A qualified Pilot shall, in accordance with seniority, only be assigned to a Temporary Position when there is an insufficient number of Pilots at the Base already qualified for the appointment involved provided:

- a) Temporary Position appointment shall not exceed forty-five (45) Days except by mutual agreement between the Parties.
- b) Pilots assigned to a Temporary Position at a Base within the Bearskin system, other than his Base, shall be provided positive space seating on Company aircraft, or space available on other air carriers, at his request for the purpose of commuting to his Base on Days Off.
- c) If the Pilot cannot complete his Duty at his Base by 0100 LT of a scheduled Day Off, then the provisions of Sections 5.10—DRAFTING and Section 5.11—DRAFT PENALTY shall apply.

9.6.4 While assigned to a Base other than their Base, Pilots on Temporary Position appointment shall be on expenses as outlined in Section 19—EXPENSES, LODGING AND TRANSPORTATION at that Base for the duration of the Temporary

Position appointment or on such other reasonable basis, mutually agreed to, that would provide for recovery by the Pilot of his additional expenses.

- 9.6.5 The Company may utilize a Pilot in his previous Position for the purpose of qualifying a replacement Pilot in the same Position.
- 9.6.6 This Pilot shall not be used in his previous Position for a period longer than thirty (30) Days from the completion of their LI of their newest Position.
- 9.6.7 Pilots shall not be required to renew their PPC on their previous Position, if not on the same type.
- 9.6.8 Pilots shall not be utilized in their previous Position prior to the completion of their LI of their newest Position.
- 9.6.9 Pay shall remain at the higher rate of the two (2) Positions.

SECTION 10

TRAINING

ACRONYMS REFERENCED IN THIS SECTION:

CCP: Shall mean Company Check Pilot

COM: Shall mean Company Operations Manual

CP: Shall mean Chief Pilot

CRM: Shall mean Crew Resource Management

DNFP: Shall mean Designated Non-Flying Pilot

FTD: Shall mean Flight Training Device

GPS: Shall mean Global Positioning System

IFR: Shall mean Instrument Flight Rules

LCP: Shall mean Line Check Pilot

LI: Shall mean Line Indoctrination

PCC: Shall mean Pilot Competency Check

PPC: Shall mean Pilot Proficiency Check

SMS: Shall mean Safety Management System

TIL: Shall mean Training in Lieu

10.1 GENERAL

10.1.1 Training opportunities include, but are not limited to, initial and recurrent ground school, flight and simulator training, PPC/IFR check rides, TIL, PCC, dangerous goods training, emergency procedures training, surface contamination training, LI, and other specialized training, e.g. CRM, SMS, and GPS.

10.1.2 SA227 Captains shall receive not less than two (2) hours in a FTD specific to his type once every two (2) years. This training is presently accomplished using the Perimeter Aviation FTD. Should the Perimeter Aviation FTD no longer be available, the Company shall have the sole discretion to select another training facility.

10.1.3 Effective January 1, 2013 all SA227 upgrade Captains shall receive not less than two (2) hours in a FTD specific to his type in their awarded position. This training is presently accomplished using the Perimeter Aviation FTD. Should the Perimeter

Aviation FTD no longer be available, the Company shall have the sole discretion to select another training facility or discontinue the upgrade FTD training.

- 10.1.4 No training or check rides shall be required on a Day Off unless mutually agreed to between the Company and the Pilot. Any training or check ride on a Day Off shall be considered a Draft.
- 10.1.5 Notwithstanding Section 10.1.4, a Pilot may be required to conduct his training or participate in his check ride on a Day Off, which shall not be considered a Draft, if such training and check ride are the result of his previous PPC/IFR check ride failure.
- 10.1.6 A Pilot shall receive at least two (2) Days advance notice for all unscheduled training. With the agreement of the Pilot, less notice shall be acceptable. A Pilot may be required to conduct his training or participate in his check ride with less than two (2) Days' notice if such training or check ride are the result of his previous unsatisfactory training or PPC/IFR check ride failure.
- 10.1.7 Prior to an initial aircraft ground school, a Pilot that is not a new hire shall receive one (1) Day free of all Duty.
- 10.1.8 A period of ground training shall not normally be scheduled for more than eight (8) instructional hours in any Day. Where possible, ground training shall be scheduled on a continuous basis until completion. Further, no flying shall be assigned to a Pilot on a Day with a ground school exceeding four (4) hours duration except for flight training specifically related to that Day's ground school.
- 10.1.9 Subject matter that is not considered technical ground training per the COM may be scheduled for a maximum of nine (9) instructional hours in any Day.
- 10.1.10 On the Day of any PPC/IFR check ride, PCC, or Flight Training, the Pilot shall not be scheduled for any Duty prior to commencing any of those listed above, with the exception of Deadheading for the purposes of those listed above.
- 10.1.11 Airborne Flight Training and PPC/IFR events shall not be scheduled on the same day.
- 10.1.12 Section 10.1.10 and Section 10.1.11 shall not apply to GPS Training or GPS Rides
- 10.1.13 Unless agreed otherwise by the affected parties, when multiple flight training sessions are scheduled, there shall be no more than two (2) trainees on the aircraft at one (1) time.
- 10.1.14 With the Pilot's concurrence the Company shall designate a Primary Training Pilot(s) for each type of aircraft and a Secondary Training Pilot(s) for each type of aircraft as required.
- 10.1.15 Dependent on operational requirements and availability, PPC/IFR check rides or competency checks shall be scheduled with one (1) of the Company Training Pilots as the DNFP. During any flight test the CCP shall not occupy the seat of the DNFP. If a Primary Training Pilot is not available then a senior Pilot on the schedule for the

ride Day shall be appointed by the Company to be the DNFP subject to operational requirements.

10.2 ONLINE TRAINING

10.2.1 Online training shall include but is not limited to de-ice, elementary maintenance, CRM, ground school and Company indoctrination courses.

- a) The Pilot shall be informed of known or planned online training via a separate notification from the Company at the time the schedule bid is opened up within an hour
 - i) The bid shall not indicate the time frame for the online training
- b) When the schedule is issued, each online training event shall be assigned by the Company
 - i) As a scheduled event as part of Duty time or a trip (no additional pay applicable). Should a Pilot be unable to complete the scheduled online training, he must notify the Company via email to the CP within twenty-four (24) hours if he wishes to request a re-scheduling of the online training. Should such notification not be made, the Pilot shall complete the online training on his own time by the deadline stated in iii) below.
 - ii) As an unscheduled event to be completed on the Pilot's own time to be paid at a rate as per Section 3.6.1 e, when the Company is unable to schedule an event as part of Duty time or a trip.
 - iii) Notwithstanding the above, a Pilot may complete the online training on his own time before or after a scheduled event, but no later than five (5) calendar days prior to the expiration.

10.3 INITIAL NEW HIRE TRAINING

10.3.1 For the purpose of new hire training, a new hire Pilot shall be issued a monthly schedule, in accordance with Section 4.5—MINIMUM DAYS OFF, upon commencement of their first (1st) Day of ground school and shall include all ground school, flight training, ride and line indoctrination. In the event of a disruption to the new hire Pilot's training schedule, the Company may Draft such Pilot to a maximum of four (4) times until the successful completion of his PPC ride. Such Drafts shall not qualify for Draft pay per Section 5.11—DRAFT PENALTY. Any Drafts beyond two (2) shall be replaced with an additional Day Off to be scheduled within thirty (30) Days.

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

10.4 FAILURE TO QUALIFY—CONVERSION, STATUS, OR EQUIPMENT

10.4.1 Pilots failing to satisfactorily demonstrate the required proficiency during a check ride or LI shall be provided the following:

- a) In the case of a check ride for PPC, PCC, TIL, and/or IFR failure no more than two (2) additional hours, but not less than one (1) additional hour of training followed by a second (2nd) check ride.
- b) In the case of an unsatisfactory recommendation by the LCP, up to a maximum of ten (10) additional hours of LI followed by a satisfactory recommendation of a Line Check Captain.
- c) A Pilot may be required to conduct additional LI on a Day Off, which shall not be considered a Draft, if such additional LI is the result of Section 10.3.1 b).
- d) Notwithstanding Section 10.3.1 a) and Section 10.3.1 b) the CP shall have the discretion to allow for additional training or LI.

10.4.2 The scheduling of the second (2nd) check ride or LI shall be established by the Company following examination of the reasons for the first (1st) failure and discussions with the Pilot and, if requested by the Pilot, a representative of the Association. Any meetings held on a Pilot's Day Off may be scheduled at the Company's discretion. For the purposes of pay, the Pilot for whom the meeting has been scheduled and his representative shall each receive a credit as per Section 3.6.1 b)—CREDITS to attend these meetings.

10.4.3 Additional training and check rides shall be conducted by a different Training Pilot and or check Pilot at the Pilot's request provided the training and or check ride can be scheduled to occur within five (5) scheduled working Days. The provisions of Sections 5.10—DRAFTING and Section 5.11—DRAFT PENALTY shall not apply to the failed Pilot.

10.4.4 If the Pilot fails a second (2nd) time, his case shall be reviewed by the Company in consultation with the Association and he shall be advised in writing within thirty (30) Days of the completion of his case review regarding his current and future status with the Company. He shall be eligible for the provisions per Section 23—GRIEVANCE PROCEDURE.

10.5 TRAINING AGREEMENTS

10.5.1 Pilots who have completed less than two (2) Years of continuous service with the Company shall, at the discretion of the Company, be required to sign training agreements in the form attached as a condition precedent to participating in any training program. The training agreement shall set out a promise to pay for the amount of the training costs estimated to a predetermined value and shall be enforceable as specified in the training agreement should the Pilot fail to complete the training program or fail to complete a defined service period upon return from the training.

10.5.2 Pilots who have completed more than two (2) Years and less than three (3) Years of continuous service with the Company shall, at the discretion of the Company, be required to sign training agreements for one half (½) the value of the training in the

form attached as a condition precedent to participating in any training program. The training agreement shall set out a promise to pay for the amount of the training costs estimated to one half (1/2) of the predetermined value and shall be enforceable as specified in the training agreement should the Pilot fail to complete the training program or fail to complete a determined service period upon return from the training.

- 10.5.3 After the completion of three (3) Years of continuous service, Pilots shall not be required to sign a training agreement or promissory note to participate in a training program, unless as required per Section 10.4.1 and Section 10.4.2.
- 10.5.4 Any value, cost, compensation, interest, and obligation payable or owed by a Pilot under training agreements and promissory notes shall be fully and forever forgiven after the completion of three (3) Years of continuous service. All training agreements and promissory notes signed by Pilots shall be deemed to be amended to include that any outstanding value, cost, compensation, interest, and obligation shall be due and payable solely by the Company after the completion of three (3) Years of continuous service. Should the Pilot leave the employ of the Company for any reason including resignation or termination, and is subsequently re-hired by the Company, the Pilot shall be obligated to sign a new training agreement as if they are a new employee. Should the Pilot's continuous Years of Service be interrupted by a layoff and the Pilot is recalled within the period outlined in Section 17.5.6—LAYOFFS, the Pilot shall not be required to sign a new training agreement.
- 10.5.5 The service period for aircraft weights twelve thousand five hundred and one (12,501) pounds and sixteen thousand five hundred (16,500) shall be two (2) Years of continuous service.

10.6 TRAINING AGREEMENT: 12,501 LBS TO 16,500 LBS

TRAINING AGREEMENT

B E T W E E N:

BEARSKIN LAKE AIR SERVICE LP ("Bearskin") and _____ ("Pilot")

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

The Parties agree as follows:

- 1. The training consists of: _____
_____ as specified in Bearskin's present Operations Manual.
- 2. The value and cost of the training, and the compensation agreed to be payable to Bearskin under this agreement is \$_____.
- 3. Bearskin agrees to provide the training to the Pilot who agrees to make himself available for training as required and to apply his best effort to it. Timing and completion shall be at Bearskin's direction.

4. The Pilot agrees to make his services available to Bearskin full-time for a period not less than two (2) Years following the completion of the training.
5. If the Pilot abandons his training, or if he fails to make his services available to Bearskin as stated above, or if the Pilot is considered unfit for Pilot duties by Bearskin for just cause, then the Pilot will forthwith pay Bearskin compensation for the training in the amount as specified in paragraph 2. This amount to be reduced by 1/24th for each complete Calendar Month the Pilot makes his services available on a full-time basis to Bearskin after completion of the training.
6. As security for due payment of the training compensation amount payable in paragraph 5 of this agreement, the Pilot will, on execution of the agreement, pay to Bearskin the sum in paragraph 2 hereof. Bearskin will repay to the Pilot or his assign, 1/24th of that sum for each consecutive Calendar Month the Pilot makes his services available as stated in paragraph 5.
7. The Pilot authorizes and directs Bearskin to pay any sum becoming due to Bearskin under the terms of paragraph 5 from the funds paid to Bearskin under paragraph 6.
8. Bearskin will pay interest to the Pilot on the balance from time to time on the amount stated in paragraph 6 at _____% per annum, interest to be paid monthly on the amount of deposit held at the end of the previous Calendar Month. If no interest rate is specified above, it shall be the lowest prime rate charged by the TD Bank in the Calendar Month prior plus 1% per annum.
9. In the event of a dispute under this agreement, such dispute shall be addressed through Section 23—GRIEVANCE PROCEDURE.
10. The remaining training compensation amount will become due and payable by the Company in the event of:
 - i) A work shortage on aircraft type which necessitates the Pilot to be laid off;
 - ii) Bankruptcy of Bearskin Lake Air Service LP;
 - iii) Death of the Pilot;
 - iv) Loss of Class 1 Medical by the Pilot;
 - v) Dismissal—The Company and the Pilot will share equally in the outstanding amount payable, except where due to gross negligence or wilful misconduct, the Pilot will be responsible for the total of the outstanding amount payable.

Note: When the Pilot is recalled to work after a layoff identified in (i) above, the Pilot will be responsible to reinstate the training compensation and training agreement for the amount and time that was remaining on the Day the Pilot was laid off.

11. If Bearskin has cause for dismissal of the Pilot, nothing in this agreement obligates Bearskin to further employ the Pilot's services.

- 12. The Pilot agrees that if no advance payment is required for training on aircraft type, the Pilot shall guarantee to Bearskin two (2) Years of service as a full time employee.
- 13. The Pilot authorizes and directs Bearskin to recover any and all training compensation amounts owing the Company for training on aircraft type if the Pilot fails to commit to the guaranteed time frame as specified in paragraph 12. The cost recovery will be by, but not limited to, the use of payroll deductions.
- 14. The Pilot and Bearskin specifically agree it is contemplated by both parties, and specifically agreed by both, that in the event the Pilot does not perform his obligations, and specifically his obligations with regard to length of employment after training, Bearskin shall have the right to deduct from any wages, benefits, Vacation pay or other monies otherwise owing to the Pilot an amount or amounts as necessary to satisfy the amount owing to Bearskin by the Pilot. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly and by implication for Bearskin to take full advantage of this equitable right.
- 15. Bearskin agrees, at its option, to allow the Pilot to buy out the remainder of this agreement at any point during its effective period, so that the Pilot may be considered for possible upgrade on type or transfer to another type of aircraft utilized by Bearskin.

BEARSKIN and the PILOT have executed this agreement this _____ day of _____, ____.

BEARSKIN LAKE AIR SERVICE LP

Per:

Witness

Pilot

I, _____ understand and agree to the terms and conditions of my new Position.

Position: _____

CANDIDATE:

Print name: _____

Sign: _____

Date: _____

WITNESS:

Print name: _____

Sign: _____

Date: _____

PROMISSORY NOTE

(\$_____)

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

Dated at Thunder Bay, Ontario, this _____ Day of _____, _____.

SIGNED SEALED AND DELIVERED

in the presence of

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TRAINING AGREEMENT: 12,500 LBS OR LESS

TRAINING AGREEMENT

B E T W E E N:

BEARSKIN LAKE AIR SERVICE LP ("Bearskin") and _____ ("Pilot")

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

The Parties agree as follows:

1. The training consists of: _____
_____ as specified in Bearskin's present Operations Manual.
2. The value and cost of the training, and the compensation agreed to be payable to Bearskin under this agreement is \$ _____.
3. Bearskin agrees to provide the training to the Pilot who agrees to make himself available for training as required and to apply his best effort to it. Timing and completion shall be at Bearskin's direction.
4. The Pilot agrees to make his services available to Bearskin full-time for a period not less than two (2) Years following the completion of the training.
5. If the Pilot abandons his training, or if he fails to make his services available to Bearskin as stated above, or if the Pilot is considered unfit for Pilot duties by Bearskin for just cause, then the Pilot will forthwith pay Bearskin compensation for the training in the amount as specified in paragraph 2. This amount to be reduced by 1/24th for each complete Calendar Month the Pilot makes his services available on a full-time basis to Bearskin after completion of the training.
6. As security for due payment of the training compensation amount payable in paragraph 5 of this agreement, the Pilot will, on execution of the agreement, pay to Bearskin the sum in paragraph 2 hereof. Bearskin will repay to the Pilot or his assign, 1/24th of that sum for each consecutive Calendar Month the Pilot makes his services available as stated in paragraph 5.
7. The Pilot authorizes and directs Bearskin to pay any sum becoming due to Bearskin under the terms of paragraph 5 from the funds paid to Bearskin under paragraph 6.
8. Bearskin will pay interest to the Pilot on the balance from time to time on the amount stated in paragraph 6 at _____% per annum, interest to be paid monthly on the amount of deposit held at the end of the previous Calendar Month. If no interest rate is specified above, it shall be the lowest prime rate charged by the TD Bank in the Calendar Month prior plus 1% per annum.
9. In the event of a dispute under this agreement, such dispute shall be addressed through Section 23—GRIEVANCE PROCEDURE.

10. The remaining training compensation amount will become due and payable by the Company in the event of:

- i) A work shortage on aircraft type which necessitates the Pilot to be laid off;
- ii) Bankruptcy of Bearskin Lake Air Service LP;
- iii) Death of the Pilot;
- iv) Loss of Class 1 Medical by the Pilot;
- v) Dismissal—The Company and the Pilot will share equally in the outstanding amount payable, except where due to gross negligence or wilful misconduct, the Pilot will be responsible for the total of the outstanding amount payable.

Note: When the Pilot is recalled to work after a layoff identified in (i) above, the Pilot will be responsible to reinstate the training compensation and training agreement for the amount and time that was remaining on the Day the Pilot was laid off.

- 11. If Bearskin has cause for dismissal of the Pilot, nothing in this agreement obligates Bearskin to further employ the Pilot's services.
- 12. The Pilot agrees that if no advance payment is required for training on aircraft type, the Pilot shall guarantee to Bearskin two (2) Years of service as a full time employee.
- 13. The Pilot authorizes and directs Bearskin to recover any and all training compensation amounts owing the Company for training on aircraft type if the Pilot fails to commit to the guaranteed time frame as specified in paragraph 12. The cost recovery will be by, but not limited to, the use of payroll deductions.
- 14. The Pilot and Bearskin specifically agree it is contemplated by both parties, and specifically agreed by both, that in the event the Pilot does not perform his obligations, and specifically his obligations with regard to length of employment after training, Bearskin shall have the right to deduct from any wages, benefits, Vacation pay or other monies otherwise owing to the Pilot an amount or amounts as necessary to satisfy the amount owing to Bearskin by the Pilot. It is further specifically and explicitly agreed that this is a right of legal and equitable set-off, and it is the intention of the parties that there be found an intention between them, both expressly and by implication for Bearskin to take full advantage of this equitable right.
- 15. Bearskin agrees, at its option, to allow the Pilot to buy out the remainder of this agreement at any point during its effective period, so that the Pilot may be considered for possible upgrade on type or transfer to another type of aircraft utilized by Bearskin.

BEARSKIN and the PILOT have executed this agreement this _____ Day of _____, _____.

BEARSKIN LAKE AIR SERVICE LP

Per:

Witness

Pilot

I, _____ understand and agree to the terms and conditions of my new Position.

Position: _____

CANDIDATE:

Print Name: _____

Sign: _____

Date: _____

WITNESS:

Print Name: _____

Sign: _____

Date: _____

PROMISSORY NOTE

(\$ _____)

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

Dated at Thunder Bay, Ontario, this _____ Day of _____, _____.

SIGNED SEALED AND DELIVERED

in the presence of

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SECTION 11

NEW EQUIPMENT/OPERATIONS

ACRONYMS REFERENCED IN THIS SECTION:

LOI: Shall mean Letter of Intent

PSSL: Shall mean Pilot System Seniority List

11.1 GENERAL

11.1.1 The rates of pay specified in this Agreement apply only to the Equipment types specified herein. If an Equipment type other than specified herein is introduced into regular operations, the Parties shall enter into negotiations for the purpose of establishing the rate of pay which shall apply to such aircraft. If possible, such rate of pay shall be established prior to the date the aircraft is first placed into revenue service. If not, the Company shall establish the rate of pay and any subsequently agreed change in this rate shall be retroactively applied to the date the aircraft is first placed into revenue service. Any interim pay rate shall be no less than the rate for the type specified in this Agreement that most closely resembles the seating capacity of the new type.

11.1.2 Notwithstanding Section 11.1.1, the Parties have agreed that the pay rates identified in Section 3—PAY SCHEDULES shall apply to all aircraft certificated from nineteen (19) to thirty-nine (39) seats.

11.1.3 Negotiations shall begin within thirty (30) Days after either Party has made a request for such negotiations, unless otherwise mutually agreed between the Parties. Failing settlement, the difference may be submitted to arbitration in accordance with the Section 25—ARBITRATION.

11.1.4 Where the Parties cannot agree on the choice of an Arbitrator within seven (7) Days of either Parties' referral to interest arbitration, either of the Parties may request that the Minister of Labour appoint an Arbitrator.

11.1.5 The Arbitrator shall have the jurisdiction only to hear and decide wages, including interest, for the new type of Equipment. The Arbitrator shall not have jurisdiction to make any decision inconsistent with the wage scales and provisions established by this Agreement. The decision of the Arbitrator shall be final and binding.

11.1.6 The award of the Arbitrator shall be retroactive to the date the Company first put the Equipment into service and shall form part of this Agreement from that date for the duration of this Agreement.

11.2 HIRING OUTSIDE THE COMPANY

11.2.1 In the event new types of aircraft are procured or new type airline operations are undertaken, Pilots with special qualifications may be contracted from outside the

Company on a temporary basis for the purpose of qualifying successful bidders on the newly created Vacancies.

- 11.2.2 These Pilots, contracted on a temporary basis, shall not be bound by this Agreement. The period of their association with the Company shall be mutually agreed upon between the Parties.
- 11.2.3 If, due to expansion of the airline's operations, Vacancies occur that cannot be filled by Pilots already in the employ of the Company, additional Pilots may be hired from outside the Company and their seniority shall begin to accrue from the date of hire as a Pilot with the Company and they shall be placed on the PSSL in accordance with that date.

11.3 STAND ALONE CONTRACTS

- 11.3.1 The Parties agree that in the event the Company requires Pilots for Stand Alone Contracts, additional Pilots may be hired subject to the following provisions:
- a) Pilots with special qualifications may be contracted from outside the Company on a temporary basis for the sole purpose of qualifying successful bidders on the newly created Vacancies. These Pilots shall not be bound by this Agreement, and the Period of their association with the Company shall be mutually agreed upon between the Parties.
 - b) If Vacancies occur that cannot be filled by Pilots already in the employ of the Company additional Pilots may be hired from outside the Company and become members of the bargaining unit. Their seniority shall begin to accrue from the date of hire as a Pilot with the Company and they shall be placed on the PSSL in accordance with that date.
- 11.3.2 For Position Vacancies resulting from Stand Alone Contracts, all conditions of the Agreement shall apply with the exception of:
- a) Any rules and/or requirements imposed by the contracting party; and
 - b) Any further operational requirements as dictated by the Company's operational plan as submitted to the contracting party; and
 - c) All Pilots accepting a Position for a Stand Alone Contract shall be governed by the terms of reference defined under Section 11.3.2 a) and Section 11.3.2 b).
 - d) The Parties shall review the requirements of the Stand Alone Contract prior to commencing operations. The Parties shall enter into a LOI and distribute the LOI to the Pilots outlining these requirements. This LOI shall form part of this Agreement.
- 11.3.3 After the awarding and prior to the start of a Stand Alone Contract, the Parties shall review the pertinent sections of the operational plan.

- 11.3.4 Pilots shall be permitted to bid on Stand Alone Contract Position Vacancies in accordance with Section 9—FILLING OF POSITION VACANCIES and this Section. Additionally, information bulletins shall be posted by the Company at all Bases to define the requirements of the Stand Alone Contract at least three (3) Days prior to the closing date of the posting.
- 11.3.5 All Pilots accepting a Position for a Stand Alone Contract shall remain in this Position for the duration of the Stand Alone Contract unless waived at the discretion of the Company.
- 11.3.6 At the conclusion of the term of the Stand Alone Contract, all Pilots employed under the Stand Alone Contract shall be allowed to exercise their rights in accordance with the provisions of this Agreement.
- 11.4 STANDING OFFER CONTRACT**
- 11.4.1 Standing Offer Contracts shall be subject to all provisions of this Agreement with the exception of any rules or requirements imposed by the contracting party.
- 11.4.2 The Parties shall review the contracting party's requirements of the Standing Offer Contract prior to commencing operations. The Parties shall enter into a joint LOI and distribute the LOU to the Pilots outlining these requirements. This LOI shall form part of this Agreement.

SECTION 12

VACATION

ACRONYMS REFERENCED IN THIS SECTION:

CP: Shall mean the Chief Pilot

GDO: Shall mean a Guaranteed Day Off

LOAWP: Shall mean Leave of Absence without Pay

RDO: Shall mean a Regular Day Off

VBC: Shall mean a Vacation Bid Calendar

12.1 PREAMBLE

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

12.1.2 The Parties recognize that with the introduction of the SysAIO scheduling program, vacation bids, awards and modifications may require amendments to the provisions of this Section.

12.2 VACATION SCHEDULE

12.2.1 Annual vacations with pay shall be granted to all Pilots in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
After completing 1 Year	2 weeks (10 working Days)
After completing 5 Years	3 weeks (15 working Days)
After completing 10 Years	4 weeks (20 working Days)
After completing 15 Years	5 weeks (25 working Days)
After completing 20 Years	5 weeks plus one (1) day (26 working Days)
After completing 21 Years	5 weeks plus two (2) days (27 working Days)
After completing 22 Years	5 weeks plus three (3) days (28 working Days)
After completing 23 Years	5 weeks plus four (4) days (29 working Days)
After completing 24 Years	5 weeks plus five (5) days (30 working Days)

12.2.2 Vacation pay shall be calculated as two (2) percent of previous Year's annual gross pay per eligible week or prorated portion thereof. All vacations must be taken within twelve (12) Months following the Year in which it was earned.

12.3 VACATION FORMULA

12.3.1 Maximum number of scheduled work Days in a Month equals the total Days in the Month minus (eligible Days Off prorated as applicable) plus vacation Days plus statutory holidays plus LOAWP.

12.4 VACATION BIDDING AND AWARDING

12.4.1 For each Year a VBC shall be made available, via SysAIO, for each Pilot to list their annual vacation bid. The Parties shall jointly review the submitted bids for errors and work to resolve any discovered discrepancies.

12.4.2 The Company shall provide to the Association, no later than September 12th, the vacation availability, per Position, for the following vacation Year.

12.4.3 The Company shall provide to the Pilot, no later than September 12th, their vacation and statutory holiday entitlements for the following calendar Year.

12.4.4 The number of vacations allocated each Month is established by the Company. A minimum of one-twelfth (1/12th) of the total yearly vacation, including statutory holidays, earned per Position, shall be available for each Month. This shall in no case be less than four (4) weeks (twenty (20) working Days) per Month per Position. Once set by the Company, the distribution of the above vacation weeks shall not be altered without prior permission from the Company. If, after the completion of the annual vacation awards, there is a change in crew requirements, an adjustment to the vacations granted during any given Month shall be made by mutual agreement between the Parties.

12.4.5 All Pilots shall bid vacation entitlements identified by the Company in their vacation bank prior to their next anniversary date.

12.4.6 Pilots may utilize two (2) RDOs when bid in conjunction with five (5) consecutive Holiday/Stat days which then become a GDO in the Vacation award. The number of RDOs in that Month shall be reduced by the number of GDOs awarded and shall not exceed more than two (2) GDOs in any Month. These GDOs can be placed either prior to, after or on either end of the Holiday/Stat days. The GDOs must be bid during the annual vacation bid and shall hold the same protection as an awarded holiday or stat.

12.4.7 All Pilots shall bid statutory holiday entitlements, with the exception of January 1st and December 25th, as though they were all earned January 2nd of the Year they occur. If due to operational requirements there is a need to operate on December 25th and/or January 1st, the Company shall identify this in the scheduling requirements for these Months. Once the crew requirements have been met, the Company shall confirm the statutory holiday entitlements to the remaining Pilots. Pilots operating on these dates shall be permitted to bid their statutory holiday(s) in the following Month.

12.4.8 Pilots may bid vacation entitlements identified for all holidays earned after their anniversary date in the upcoming Year.

12.4.9 Preference for vacation periods and or requests for split vacations shall be governed by seniority within each category of Position.

- 12.4.10 The vacation bid process shall be completed no later than 1700 EST on November 15th.
- 12.4.11 The Company shall post at each Pilot Base, no later than 1700 EST on December 1st, the final awarded vacation schedule for the following Year.

12.5 UN-BID, CHANGED, AND EXCHANGED VACATIONS

- 12.5.1 The Company shall be responsible for assigning all un-bid Pilot vacation and statutory holiday entitlements, per Section 12.4.5 and Section 12.4.7 and all vacation entitlements that he cannot reasonably take in Section 12.4.8, in the following Year. The Company where available, may assign these un-bid vacation entitlements consecutively subject to operational requirements.
- 12.5.2 Assigned vacation shall not be changed except by mutual agreement between the Pilot and the Company, or in case of emergencies, in writing by the Director of Operations. The cancelled vacation shall be rescheduled at a time mutually acceptable to the Pilot and the Company, but shall not affect existing vacation awards. In no event shall rescheduled Vacation be taken later than May 1st of the following Year.
- 12.5.3 During the vacation Year, Pilots may request an exchange of their awarded vacation to other un-bid vacation. Such requests should be submitted in writing to the CP and shall not be unreasonably denied.

12.6 OPEN VACATION

Open Vacation shall be awarded in order of seniority within each Position to those Pilots who had a request in writing to the CP on the first Business Day following the date on which the open vacation becomes available .

- 12.6.1 The Company will send an email showing such days becoming available to the Pilot group so they can rebid days in order of seniority.

12.7 RE-BID VACATION

- 12.7.1 If a Pilot changes Position, the Pilot shall re-bid his vacation. Such re-bid may be awarded by the Company prior to or after scheduled training and shall not affect existing vacation awards.

SECTION 13

STATUTORY HOLIDAYS

13.1 GENERAL

13.1.1 Pilots shall be awarded nine (9) statutory holidays per Year. Those statutory holidays shall be with respect to:

- a) New Year's Day
- b) Good Friday
- c) Victoria Day
- d) Canada Day
- e) Labour Day
- f) Thanksgiving Day
- g) Remembrance Day
- h) Christmas Day
- i) Boxing Day

13.1.2 All Pilots shall bid, as per Section 12, statutory holiday entitlements on the basis of one (1) working Day for each accrued statutory holiday with the exception of January 1st and December 25th, as though they were all earned January 2nd of the Year they occur. If, due to operational requirements there is a need to operate on December 25th and/or January 1st the Company shall identify this in the scheduling requirements for these Months. Once the crew requirements have been met, the Company shall confirm the statutory holiday entitlements to the remaining Pilots. Pilots operating on these dates shall be permitted to bid their statutory holiday(s) in the following Month.

13.1.3 In the event a Pilot leaves the employ of the Company prior to the accrual date of any statutory holiday entitlement for which he was previously paid, the Company shall deduct an amount equal to the statutory holiday entitlement from his final pay cheque.

13.1.4 In accordance with the service requirements of the Company, the Company or the Association may substitute or designate another Day for any of the statutory holidays mentioned above and bid as per Section 12—VACATION BIDDING AND AWARDING.

SECTION 14

LEAVES OF ABSENCE

ACRONYMS REFERENCED IN THIS SECTION:

CLC: Shall mean Canada Labour Code

COM: Shall mean Company Operations Manual

CP: Shall mean Chief Pilot

EI: Shall mean Employment Insurance

HR: Shall mean Company Human Resources Department

LOA: Shall mean Leave of Absence

LOAWP: Shall mean Leave of Absence without Pay

TC: Shall mean Transport Canada

14.1 GENERAL

- 14.1.1 The Company shall consider requests for LOAWP. Such requests shall be submitted in writing to the HR Manager and the CP at least sixty (60) Days prior to commencement and shall include the requested commencement date, duration and reason for the leave. In situations of an emergent nature, a request for leave may be granted with less than sixty (60) Days' notice.
- 14.1.2 A Pilot may be granted a LOAWP for a stated period of up to two (2) Months at the discretion of the Company without loss of seniority. The Association shall be notified by the Company in writing of all leaves granted. Said notification shall include the commencement and return dates.
- 14.1.3 Extended leave beyond two (2) Months may be granted at the discretion of the Company but seniority shall not continue to accrue beyond the first two (2) Calendar Month period.
- 14.1.4 If a Pilot is granted a LOAWP for a stated period and then requests to return to service before the expiration of that period such early return shall be at the discretion of the Company.
- 14.1.5 A Pilot on a LOA shall not engage in flying for hire or reward. If a Pilot engages in flying for hire or reward while on a LOA the Pilot shall lose his seniority and shall be deemed to have resigned from the Company. This restriction shall not apply to recreational flying of thirty-five (35) hours or less a Month. A Pilot is required to identify to the Company the number of hours flown on other than Company aircraft. The Company has the right to disallow flying on any other aircraft if the Pilot's Flight

Time parameters are in jeopardy of preventing him/her from flying the issued monthly schedule upon return.

- 14.1.6 A Pilot returning from LOA shall return to his previous Position providing his seniority entitles him to hold the Position, the Position still exists and he possesses a valid TC Medical Certificate. In the event his seniority does not allow him to hold his previous Position, he may exercise his seniority to displace a more junior Pilot. If any of the currency and or TC license requirements has lapsed during said leave, the Company shall provide the minimum recurrent flight and ground training as specified in the COM at Company expense. One (1) flight test, if required, shall be provided at Company expense.
- 14.1.7 A Pilot may exercise his bidding rights while on LOA. If he is successful in exercising those rights, and the training commencement date is after the expiration of his LOA, he shall be awarded the Position Vacancy. If he is successful in exercising these rights, and the training commencement date is prior to the expiration of his LOA, such award shall be at the discretion of the Company and shall not be unreasonably denied if the Pilot is willing to return from his LOA earlier.
- 14.1.8 A Pilot who is on LOA shall have the option of choosing to maintain the benefits normally covered by payroll deduction at the Pilot's expense for the total premium costs of such benefits (employer and employee contribution) subject to the terms and conditions of the Group Insurance Plan per Section 27—EMPLOYEE BENEFITS.
- 14.1.9 A Pilot called and serving on jury Duty shall be granted LOAWP and shall retain and accrue seniority and service for all purposes during such absence.
- 14.1.10 Requests for LOAs for compassionate reasons may be granted at the discretion of the Company subject to the provisions of Section 14 herein. The Pilot shall have the option of using accrued vacation and or statutory holidays and pay to offset the loss of income as a result of being unable to work.
- 14.1.11 A Pilot who returns from an LOAWP shall be entitled to their vacation based on their Years of Service; however, their wages shall be based on their accumulated balance of vacation entitlements in their bank. For clarity, a Pilot may have three (3) weeks of vacation entitlements, however, their vacation bank may only have one (1) week of wages.

14.2 MATERNITY LEAVE

- 14.2.1 Notwithstanding TC requirements, a Pilot, at his or her request, shall be granted Maternity Leave and Parental Leave in accordance with the CLC. Seniority shall accrue for a Pilot while on Maternity Leave and Parental Leave.
- 14.2.2 The Pilot must request the LOA in writing accompanied by a doctor's certificate certifying pregnancy and the estimated date of delivery in accordance with the CLC.
- 14.2.3 Section 14.1.4 through Section 14.1.7 shall apply to Maternity Leaves.

14.3 PARENTAL LEAVE

- 14.3.1 A Pilot shall be granted up to thirty-seven (37) weeks Parental Leave without loss of seniority in accordance with the CLC.
- 14.3.2 The Pilot must request his LOA for Parental Leave in writing to the Company accompanied by documents verifying the estimated or actual date of birth or adoption in accordance with the EI Act.
- 14.3.3 Section 14.1.4 through Section 14.1.7 shall apply to Parental Leaves.

14.4 BEREAVEMENT LEAVE

- 14.4.1 Within the seven (7) Days following the death of a Pilot's immediate family, a Pilot shall be entitled to a bereavement leave of three (3) consecutive Days Off with pay. The definition of an Pilot's immediate family shall mean the Pilot's spouse or common-law partner, the Pilot's father and mother and the spouse or common-law partner of the father or mother, the Pilot's children and the children of the Pilot's spouse or common-law partner, the Pilot's grandchildren, the Pilot's brothers and sisters, the grandfather and grandmother of the Pilot, the father and mother of the spouse or common-law partner of the Pilot and the spouse or common-law partner of the father or the mother, and any relative of the Pilot who resides permanently with the Pilot or with whom the Pilot permanently resides. Common-Law Partner means a person who has been cohabitating with an individual with a conjugal relationship for at least one (1) Year or who had been so cohabitating with the individual for at least one (1) Year immediately before the individual's death.
- 14.4.2 A Pilot shall be allowed up to an additional two (2) Days LOAWP to be taken in conjunction with the bereavement leave. If additional LOAWP is taken following bereavement leave, the Company shall reduce the Pilot's minimum guarantee by the actual hours scheduled for that Day. Prior to leaving on bereavement leave, the Pilot must advise the Company if he requires the additional two (2) Days LOAWP.

SECTION 15

SICK LEAVE

ACRONYMS REFERENCED IN THIS SECTION:

LI: Shall mean Line Indoctrination

MPG: Shall mean Minimum Pay Guarantee

15.1 PREAMBLE

15.1.1 The Parties recognize the importance of providing allowances for sick leave. This allowance is a mutually negotiated privilege that is intended for the legitimate use of a Pilot's inability to report to work. The Parties shall not tolerate abuse of this privilege. To this end:

- a) The Parties may schedule a meeting with any Pilot that does not report for scheduled work.
- b) At any time the Company and or the Association suspect misuse of the Sick Leave Section by any Pilot(s) a meeting shall be held.
- c) Any Pilot who is found by the Company to be abusing this Sick Leave Section may be subject to discipline.
- d) If it is mutually determined by the Parties during the duration of this Agreement that there is uncontrolled misuse of the Sick Leave Section, by the Pilot Group, the sick leave entitlement shall be halved (1/2) for the duration of this Agreement.

15.2 GENERAL

15.2.1 For the purpose of this Section, Sick Leave shall mean a period of one (1) or more Days, or portion of Days during which a Pilot misses a monthly scheduled Assignment, due to being unfit for Duty.

15.3 ENTITLEMENTS

15.3.1 On the first Day of LI flying, all new hire Pilots shall have his sick bank credited with fifteen point eight (15.8) credit hours.

15.3.2 Annually, on a Pilot's anniversary date, his sick bank shall be credited with seventeen point two (17.2) credit hours.

15.3.3 A Pilot's sick bank shall be cumulative to a maximum of forty (40.0) credit hours.

15.3.4 Each Sick Leave credit shall be equivalent to the Pilot's current hourly rate. For the purpose of this provision the current hourly rate is understood to be the rate of pay if the Pilot had been actively employed.

15.3.5 Pilots shall draw sick credits from their bank based on the monthly published scheduled credit value of the Day in which the Sick Leave is taken:

a) If a Pilot books off an eight (8) hour credit value Day, he shall have eight (8) hours deducted from his sick bank and credited to his pay for that period.

b) If a Reserve Pilot books off on a Reserve period he shall have the Reserve credit value deducted from his sick bank and credited to his pay for that period.

c) Example: Pilot with no Sick Leave:

i) If a Pilot books off an eight (8) hour credit value Day, and has no Sick Leave entitlement, his MPG shall be reduced by eight (8) hours and no hours credited to pay.

ii) A Pilot was scheduled ninety-three (93) hours for the Month. He has eighty-three (83) hours actual credits for the Month and three (3) sick Days which totals (10) hours. Employee gets a total of eighty-three (83) hours paid.

iii) A Pilot was scheduled seventy-eight (78) hours for the Month. He has sixty-eight (68) hours actual credits for the Month, he gets his MPG paid. If he has three (3) sick Days which totals ten (10) hours, then the employee gets his MPG minus ten (10) hours paid.

d) Example: Pilot with Sick Leave:

i) A Pilot was scheduled eighty-five (85) hours for the Month. He has eighty (80) hours actual credits for the Month and one (1) sick Day which is five (5) hours. The five (5) hours is deducted from sick bank and credited to pay. Employee gets a total of eighty-five (85) hours paid.

ii) A Pilot was scheduled seventy-eight (78) hours for the Month. He has seventy-three (73) hours actual credits for the Month, he gets his MPG paid. If he has one (1) sick Day, which is five (5) hours, the five (5) hours is reduced from the guarantee and five (5) hours is deducted from the sick bank and credited to pay. Employee gets his MPG paid.

e) Example: Pilot with Sick Leave on Portion of a Day

f)

i) If a Pilot books off for five (5) hours of a seven (7) hour credit value Day, he shall have five (5) hours deducted from his sick bank and credited to his pay for that period. Additionally, the Pilot shall not qualify for the Minimum Duty guarantee for the portion of the Day

worked. The total Pay Time plus Sick credits shall equal original credit value of the Day.

- 15.3.6 This provision has no effect on the current weekly indemnity plan which shall remain in full force and effect.
- 15.3.7 At no time shall Sick Leave credits be included in the calculation for overtime.
- 15.3.8 Any Pilot who becomes sick or injured, as a result of having been or being outside Canada on Company business or due to causes related to his occupation or to the living and health conditions peculiar to the countries in which he performed service, shall be properly hospitalized and treated at Company expense until his return to Canada. If the sickness or injury necessitates treatment or convalescence in Canada, the Company shall return such Pilot to Canada. This provision shall apply to recurrences of the same sickness or injury so long as the Pilot shall remain an employee of the Company. When the Pilot returns to Canada, he shall revert to Company benefits.
- 15.3.9 A Pilot's Sick Leave period shall end when he has booked back on with Dispatch and or Operations. When a Pilot has been off sick and subsequently advises Dispatch that he is fit to resume flight Duty, Dispatch shall have the option of returning him to his originally assigned Pairing, reassigning him under the provisions of Section 5.14—REASSIGNMENT or releasing him.
- 15.3.10 Any Sick Leave of more than three (3) consecutive Days shall be substantiated by a doctor's certificate if requested by the Company.
- 15.3.11 Length of service shall accrue while a Pilot is on Sick Leave.
- 15.3.12 Any unused sick credits from a Pilot's Sick Leave bank may be used at the Pilot's discretion immediately prior to retirement.

SECTION 16

PHYSICAL EXAMINATIONS

ACRONYMS REFERENCED IN THIS SECTION:

ATPL: Shall mean Airline Transport Pilot License

CAME: Shall mean Civil Aviation Medical Examiner

TC: Shall mean Transport Canada

16.1 GENERAL

- 16.1.1 Company medical standards for physical examinations shall be those standards set forth in the TC regulations as being required to maintain an ATPL, including any waiver adopted by TC.
- 16.1.2 The scheduling of periodic physical, electrocardiogram, and audiogram examinations, required under TC regulations for license endorsement, is the responsibility of the Pilot.
- 16.1.3 Pilots shall be responsible for providing a photocopy of their validated Medical Certificate to the Company within five (5) Days upon completion of all TC medical examinations but at no time later than the last Day of the Month in which his Medical Certificate expires.
- 16.1.4 Pilots shall advise the Company no later than fourteen (14) Days prior to the expiration date of his TC Medical Certificate of any appointment scheduling problems that could affect his TC Medical Certificate renewal. Both parties shall work together to rectify this situation as expeditiously as possible.
- 16.1.5 If a Pilot has not renewed his TC Medical prior to the last two weeks of the Month before it expires, he shall advise the Company of the proposed date of his medical renewal exam.
- 16.1.6 Pilots who fail to renew their TC Medical Certificate by the expiration date may be subject to a one (1) Day suspension without pay for each Day of scheduled flying missed. Pilots who comply with Section 16.1.4 shall not be subject to discipline.
- 16.1.7 A current list of approved CAMEs may be found on the TC website.
- 16.1.8 The required annual or bi-annual examinations shall be conducted by any TC CAME. Pilots shall be reimbursed for fees associated with medical examinations and documents required to maintain a Category 1 Medical, up to three hundred (\$300.00) dollars per Year for Pilots under the age of sixty (60) Years; and up to six hundred (\$600.00) dollars per Year for Pilots over the age of sixty (60) Years, upon submission of receipts.

- 16.1.9 The Company may, at its own expense, request a Pilot to complete a TC medical examination with a TC-approved CAME, if the Company has reason to believe the Pilot's health or physical condition is impaired. The Company upon receipt of the CAME's report shall furnish a copy to the Pilot.
- 16.1.10 Any Pilot hereunder who fails to pass a TC medical examination as per Section 16.1.9 may, at his option, have a review of his case in the following manner:
- a) He may employ a qualified CAME of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the CAME chosen by the Company.
 - b) A copy of the findings of the CAME chosen by the Pilot shall be furnished to the Company and, in the event that such findings verify the findings of the Company's CAME, no further medical review of the case shall be afforded.
 - c) In the event that the findings of the CAME chosen by the Pilot disagree with the findings of the Company's CAME, the Company shall, at the written request of the Pilot, ask that the two (2) CAMEs agree upon and appoint a third qualified and disinterested CAME, preferably a specialist, for the purpose of making a further examination of the Pilot.
- 16.1.11 The said disinterested CAME per Section 16.1.10 c), shall make a further TC medical examination of the Pilot in question, and the case shall be settled on the basis of his findings.
- 16.1.12 The expense of employing the disinterested CAME per Section 16.1.10 c), shall be borne one-half ($\frac{1}{2}$) by the Pilot and one-half ($\frac{1}{2}$) by the Company. Copies of each CAME's report shall be furnished to the Company and to the Pilot.
- 16.1.13 It is specifically agreed that the findings of the CAMEs concerned herein shall be unbiased, and no exchange of medical opinions or history shall be made either in writing or verbally, until each CAME has examined the Pilot concerned. Nothing herein shall prevent the interchange of medical opinion after examination and before a common decision is reached.

SECTION 17

LAYOFF AND RECALL

ACRONYMS REFERENCED IN THIS SECTION:

CP: Shall mean Chief Pilot

HR: Shall mean Company Human Resources Department

IFR: Shall mean Instrument Flight Rules

LOP: Shall mean Letter of Preference

PPC: Shall mean Pilot Proficiency Check

RLOP: Shall mean Recall Letter of Preference

17.1 PREAMBLE

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

17.2 GENERAL

17.2.1 The Parties shall meet to discuss and devise a plan when the Reduction of Positions results in any layoffs.

17.2.2 When it is determined that a Reduction in Positions is required, a Pilot so displaced shall not be allowed to Bump to a Position which would result in a promotion in Status.

NOTE: Bumping is restricted to Status with the exception that a Captain can Bump down to a First Officer in accordance with his seniority.

17.2.3 When there is a layoff resulting in the bumping of Pilots, the Parties shall meet in order to minimize the training costs for the Company to the extent possible.

17.3 BUMP PREFERENCE PROCEDURE

17.3.1 The Company shall, no later than a date mutually agreed upon by both parties, place in each Pilot's mailbox or email a Bump Preference Procedure Package approved by the Association.

17.3.2 Pilots shall return the completed Bump Preference Form, no later than a time and date mutually agreed upon by both parties, by either hand delivery to the CP or Company supplied fax number. The Company shall within three (3) Days notify the Pilot of receipt by returning a time/date stamped copy of the Bump Preference Form

to the Pilot. The Company shall forward the completed Bump Preference Form to the Joint Bumping Committee.

- 17.3.3 A Pilot may amend his Bump Preference Form prior to the closing date and time agreed to in Section 17.3.2.

17.4 JOINT BUMPING COMMITTEE

- 17.4.1 The Parties shall form a Joint Bumping Committee to administer the Bumping procedure.
- 17.4.2 The Company shall, at a minimum, provide the Joint Bumping Committee a suitable meeting facility, two (2) telephone lines and a suitable work board.
- 17.4.3 Bumped Position effective dates shall be at the Company's discretion. Once an effective date is posted, the Company may delay a move to a Bumped Position for up to ninety (90) Days provided the Pilot is paid the higher rate from the effective date stated on the Bump award posting.
- 17.4.4 Notwithstanding Section 3.1.1 e) —RATES OF PAY, in a downward Bump to a given Status and Equipment, every senior Pilot required to complete a PPC before a junior Pilot, shall be entitled to his original rate of pay until every junior Pilot awarded that Status and Equipment completes his PPC as a result of a forced Bump.
- 17.4.5 In an upward Bump to a given Status and Equipment, if a junior Pilot is required to complete a PPC before a senior Pilot awarded that Status and Equipment, all affected senior Pilots shall be entitled to bypass pay which shall be the senior Pilots' anticipated new rate of pay. This bypass pay shall continue until every senior Pilot awarded that Status and Equipment completes his PPC as a result of a forced Bump.

17.5 LAYOFFS

- 17.5.1 The Company shall provide at least fourteen (14) Days written notice to a Pilot prior to his being laid off, except in the case of third party strike in which case the Company shall provide twenty-four (24) hours' notice and the Pilots shall be available for immediate recall. Immediate recall applies only to the first three (3) weeks of a third (3rd) party strike after which recall procedures shall be mutually agreed to by the Parties.
- 17.5.2 A Pilot, at the time of layoff, at his request, shall be paid out any or all outstanding vacation or statutory holidays and wages owing.
- 17.5.3 A Pilot whose instrument rating is due to expire within sixty (60) Days from the date of layoff shall be given a PPC/IFR ride prior to his layoff.
- 17.5.4 A Pilot who is laid off shall file his contact information with HR and shall provide any changes to his contact information within three (3) Business Days of such change becoming effective. HR shall confirm receipt of the changed information within three (3) Business Days.

- 17.5.5 A Pilot on layoff shall have the option of choosing to maintain the benefits normally covered by payroll deduction at the Pilot's expense for the total premium costs of such benefits (employer and employee contribution) subject to the terms and conditions of the group insurance plan.
- 17.5.6 Pilots shall maintain but not accrue seniority while on layoff. Pilots shall lose all seniority and be deemed to have resigned after being on layoff for the lesser of:
- a) A period equal to his seniority; or
 - b) Two (2) Years; or
 - c) Notwithstanding Section 17.5.6 a) and Section 17.5.6 b), the Company shall have the discretion to extend this period of time.
- 17.5.7 A Pilot who is on layoff shall upon request to the CP, be entitled to travel privileges as per Company policy on the Company's system for a period of six (6) Months from the date of his layoff or a period equal to his seniority whichever is the lesser.
- 17.6 RECALL PROCEDURES**
- 17.6.1 Any Pilot who has received notice of layoff shall be entitled to submit a qualifying RLOP that shall serve as a standing bid for all Vacancies for which the Pilot wishes to be considered.
- 17.6.2 After receipt of notice of layoff, the affected Pilot shall fill out a RLOP and submit it to the CP. The submitted RLOP shall replace any LOP form submitted in accordance with Section 9.1—BIDDING PERMANENT AND TEMPORARY POSITION VACANCIES. The CP shall within seven (7) Days of receipt of the Pilot's RLOP forward a date stamped copy to both the Pilot and the Association which may be in an electronic format.
- 17.6.3 The RLOP shall be in the form as per Section 17.10 but may be modified with the consent of the Association. The RLOP shall not include the ability of the Pilot to dictate a minimum number of Pilots to be below the Pilot being recalled.
- 17.6.4 The submitted preferences in the RLOP may be modified at the Pilot's discretion upon presentation of a new RLOP to the CP. The CP shall, within seven (7) Days forward a dated stamped copy of the modified RLOP to both the Pilot and the Association which may be in an electronic format.
- 17.6.5 Initial notification of recall may be given to the Pilot by a person to person telephone call. A recall notice shall be sent to the Pilot via registered mail to his last address and electronic message to last known email address on file with HR and shall contain the reporting date and location. The Association shall receive a carbon copy of the electronic message.
- 17.6.6 The Company shall give the Pilot his recall notice not less than fourteen (14) Days prior to his reporting date. However, a shorter reporting period may be arranged by mutual agreement between the Company and the Pilot.

- 17.6.7 The HR Manager shall notify all laid off Pilots, at their last known contact information on file with the Company, with an electronic copy to the Association, by the following means:
- a) By person to person telephone call; and
 - b) Registered mail; and
 - c) Electronic message.
- 17.6.8 The Pilot shall notify the HR Manager of their decision as follows:
- a) Within two (2) Business Days of acknowledgement of any of the contact methods identified in Section 17.6.7 a), b) and c); or
 - b) No later than seven (7) Business Days after the date of distribution.
 - c) Failure to meet the deadlines identified in Section 17.6.8 a), the Pilot shall be deemed to have waived his notice of recall, and the provision of Section 17.6.10 shall apply.
- 17.6.9 A Pilot who is on layoff shall be entitled to waive any and all recalls for Positions that are not at the Base where he was employed at the time of layoff, unless that Base no longer exists. In such cases he shall be required to submit a RLOP which, in the event of a recall at that Base, shall become binding.
- 17.6.10 If a Pilot waives his notice of recall, the recall shall be offered to the next most senior Pilot on layoff. However, if all Pilots on layoff waive the notice of recall, the junior Pilot on layoff shall be obliged to accept the recall, or lose all seniority, and be deemed to have resigned. In the event the most junior Pilot refuses recall, the next junior Pilot shall be obliged to accept, or lose all seniority and be deemed to have resigned, and so on up the list.
- 17.6.11 A Pilot who is recalled from layoff shall be guaranteed forty-five (45) Days employment.
- 17.6.12 Notwithstanding Section 17.6.11, a Pilot may accept a recall of less than forty-five (45) Days employment; however, a refusal to do so shall not be construed as the Pilot waiving a recall notice.
- 17.7 POSITION REDUCTIONS**
- 17.7.1 When there is a Reduction in Positions, but no Reduction in the number of Pilots, a Pilot displaced from his Position shall be permitted to exercise his bumping rights in accordance with Section 17.2.2 of this Agreement.
- 17.7.2 When the Company moves an aircraft from an existing Base to another existing Base, and there is no Reduction in the number of Pilots, Pilots affected by the movement of the aircraft shall be notified in order of seniority and permitted to follow the aircraft and retain their Status. Where Pilots decide not to go with the aircraft to the new Base, Position Vacancies shall be declared at the new Base and any

affected junior Pilot(s) at the existing Base shall exercise his seniority in accordance with this Agreement.

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

17.8 POSITION VACANCIES FOR PILOTS ON LAYOFF STATUS

17.8.1 The Company shall post all notices of Permanent or Temporary Position Vacancies in accordance with Section 9—FILLING OF POSITION VACANCIES.

17.8.2 Any Pilot whose RLOP identifies the Position being posted shall be considered in the bid process.

17.8.3 Pilots on lay-off status that have not submitted a RLOP prior to the closing date of the posting shall not be considered for the Vacancy.

17.8.4 The Company shall award and fill the Vacancy by seniority and in accordance with Section 9—FILLING OF POSITION VACANCIES.

17.8.5 If the Company receives no applications for a Pilot Vacancy, or if no applicants meet the criteria set out in Section 9.1.7—BIDDING PERMANENT AND TEMPORARY POSITION VACANCIES, the Company shall recall qualified Pilots on lay-off in accordance with Section 17.6. It is understood that a Pilot on lay-off may have an expired PPC or IFR rating. A Pilot on lay-off that has an expired PPC or IFR rating shall be considered qualified provided he meets the remaining criteria as set out in Section 9.1.7—BIDDING PERMANENT AND TEMPORARY POSITION VACANCIES.

17.8.6 If there is no Pilot on lay-off that meets the criteria per Section 9.1.7—BIDDING PERMANENT AND TEMPORARY POSITION VACANCIES, the Company shall be entitled to hire a new Pilot to fill that Position.

17.9 NEW EQUIPMENT OR BASE

17.9.1 If the Company intends to either introduce into service a new Equipment type or establish a new Base, it shall notify all Pilots in receipt of a notice of lay-off of this intention. This notification shall include an updated RLOP and shall be sent at least fourteen (14) Days prior to any new Position.

17.9.2 The HR Manager shall notify all laid off Pilots, at their last known contact on file with the Company, with an electronic copy to the Association, by the following means:

- a) By person to person telephone call; and
- b) Registered mail; and
- c) Electronic message.

17.9.3 The Pilot shall then be entitled to modify his RLOP.

17.9.4 The Pilot shall notify the HR Manager of their decision as follows:

- a) Within two (2) Business Days of acknowledgement of any of the contact methods identified in Section 17.9.2 a), b) and c); or
- b) No later than seven (7) Business Days after the date of distribution.
- c) Failure to meet the deadlines identified in Section 17.9.4 a), the Pilot shall be deemed to have waived his notice of recall, and the provision of Section 17.6.10 shall apply.

17.10 RLOP



**RECALL LETTER OF PREFERENCE
PILOTS MUST COMPLETE ALL UNSHADED AREAS OF THIS FORM**

NAME: _____ PILOT LICENCE NO: _____
 SIGNATURE: _____ DATE: _____
 CONTACT PHONE NUMBER: _____ IATRA Exams Written and Passed YES NO
 CONTACT ADDRESS: _____
 EMAIL ADDRESS: _____

DESIRED POSITION: _____ **BASE:** _____

MULTI ENGINE PIC HOURS	SINGLE ENGINE TURBINE PIC HOURS	MULTI ENGINE TURBINE PIC HOURS	TOTAL METRO HOURS	TOTAL METRO PIC HOURS	TOTAL PIC HOURS	TOTAL TIME

A PHOTOCOPY OF THE PILOT'S LICENCE AND LAST LOG BOOK PAGE IS REQUIRED.

Important Please Read – Preference Completion Information

- 1) Pilots MUST submit a separate Statement of Preference form for each position they wish to bid for.
- 2) Pilots must ensure that they have provided their current qualifications for each position applied for.
- 3) Forms must be submitted to the Chief Pilot in Thunder Bay for verification of qualifications.
- 4) It is the pilot's responsibility to ensure that the information provided on this Statement is kept up to date (ie. Breakdown of flight hours).

FLIGHT OPERATIONS USE ONLY	IS THE APPLICANT CLEAR OF FREEZE PERIOD? YES NO IF NO, DATE THE APPLICANT WILL BE CLEAR: _____
DOES THE APPLICANT MEET MINIMUM QUALIFICATIONS AS POSTED? YES NO	DOES THE APPLICANT MEET CONTRACT REQUIREMENTS? YES NO N/A
DATE RECEIVED: _____	SIGNATURE: _____

HUMAN RESOURCES USE ONLY	SIGNATURE _____
DATE RECEIVED: _____	PILOT SENIORITY NUMBER: _____
POSTING NUMBER: _____	EFFECTIVE DATE: _____
AWARDED POSITION: _____	

SECTION 18

TRAVELLING AND MOVING EXPENSES

ACRONYMS REFERENCED IN THIS SECTION:

CP: Shall mean Chief Pilot

18.1 GENERAL

- 18.1.1 Successful bidders on all permanent Positions shall pay their own moving expenses to their new Base.
- 18.1.2 In the event that a Pilot is forced to relocate to a different Base in order to maintain his employment, the Company shall provide a relocation allowance for receipted costs up to three thousand (\$3,000.00) dollars. These expenses may include, but are not limited to, hiring of moving Company, truck or trailer rental including fuel, insurance etc., reasonable and customary costs for the sale and or purchase of a new home, including legal/notary fees and costs, mortgage fees or penalties, land transfer taxes, real estate commissions, usual and customary costs with breaking a lease, storage, accommodations and meals, en route, etc.
- 18.1.3 In addition to the amount per Section 18.1.2, the Company shall reimburse, up to three (3) nights at a Company approved hotel/motel, receipted accommodations at the Pilot's new Base.
- 18.1.4 Pilots bidding on permanent Positions as well as Pilots returning from layoff, which shall require a move in permanent residence to a different Base, shall be given as much notice as possible to prepare for the move. A Pilot having to move to a different Base shall be granted, upon request to the Company, up to seven (7) consecutive Days Off in the following Month in which to conduct his move. For clarity, these seven (7) consecutive Days shall be part of the Pilots minimum monthly entitlement of Days Off.
- 18.1.5 A Pilot transferring his permanent residence to a different Base shall be provided free space available air transportation on the Company's system for such Pilot and for the members of his immediate family. The Pilot shall be allowed to move personal items of a reasonable size and weight that are properly packaged on a space available basis on the Company's system at no cost. Management has the right to disallow any personal items that it deems to be unreasonable.
- 18.1.6 A probationary Pilot shall, upon request to the CP, receive one return space available ticket in the Bearskin System during his first three (3) Months of employment.

SECTION 19

EXPENSES, LODGING AND TRANSPORTATION

ACRONYMS REFERENCED IN THIS SECTION:

ATPL: Shall mean Airline Transport Pilot License

HAC: Shall mean Hotel and Accommodation Committee

IFR: Shall mean Instrument Flight Rules

MEC: Shall mean Master Executive Council

19.1 **EXPENSES**

- 19.1.1 Notwithstanding Section 19.2, Pilots while on an overnight away from their assigned Base on flight Duty or while on Company business other than flying Duties shall claim all necessary expenses as authorized by the Company, e.g. transportation, hotels.
- 19.1.2 When unusual or emergency conditions arise, a Pilot shall be entitled to incur reasonable necessary expenses, outside those normally provided for by the Company. Such expenses, when possible, shall be reimbursed on the Pilot's next regular pay. Such expenses must be supported by receipts.
- 19.1.3 All fees, including IFR renewal and flight test fees associated with Bearskin Pilot licensing requirements shall be borne by the Company. This shall exclude any fees associated with obtaining a Pilot's initial ATPL.
- 19.1.4 All security pass issuance fees shall be borne by the Company. The Company shall not be responsible for re-issuance of lost or damaged passes, and/or for the cost of non-returned passes.
- 19.1.5 All Pilots shall be required to maintain a valid ten (10) year passport. All passport fees incurred during the term of this Agreement shall be borne by the Company. If the Pilot leaves the employ of the Company within five (5) Years of the Company paying for the passport, the Pilot shall be required to repay a prorated amount of the passport fee to the Company through automatic payroll deduction (i.e. 1/10 of the amount of the passport fee per Year remaining until the expiration of the passport). Should the Pilot not be allowed to enter any foreign country during the performance of his duties, the Pilot shall repay the passport fees to the Company through automatic payroll deduction.

19.2 PER DIEM SCHEDULE

	February 1 st , 2016 until Dec 31 st , 2020			
Single Day Pairing	\$27.42			
Multi-Day Pairings	\$3.10			
Note: Paid per Trip hour to the tenth (10th) of an hour except single day pairings shall be capped to the maximums indicated above.				

19.2.1 A Pilot shall receive per diems for each Trip hour or tenth (10th) thereof.

- a) For example if a Pilot reports for Duty at his base on January 1st, 2016, at 0630 and is released from Duty at his base on January 4th, 2016, at 1636 the Trip period would be eighty-two point one (82.1) hours. The Pilot shall receive two hundred fifty-four dollars and fifty-one cents (\$254.51) calculated as follows (82.1 x \$3.10).

19.2.2 All single Day Pairings shall be capped to the maximum indicated in the per diem schedule.

- a) For example if a Pilot reports for Duty at his base on January 1st, 2016, at 0630 and is released from Duty at his base on January 1st, 2016, at 1636 the Trip period would be ten point one (10.1) hours. The calculation would be (10.1 x \$3.10 = \$31.31) however the Pilot shall receive twenty seven dollars and forty-two cents. (\$27.42).

19.2.3 Pilots while on authorized Company business away from Base including any ground schools and courses shall be entitled to the meal allowance Section 19.2 PER DIEM SCHEDULE.

19.2.4 When a Pilot qualifies for meal allowances as per Section 19.2 PER DIEM SCHEDULE, and an overnight occurs in the United States of America, the U.S. dollar per diems shall be paid via regular payroll in Canadian funds following conversion at the applicable exchange rate at the start of the first day in the U.S.

19.2.5 When a Pilot is scheduled to be away for training in the United States of America, he shall be paid his meal allowance, in advance of his leaving, in U.S. dollars.

19.3 LODGING

19.3.1 During all overnights, the Company shall provide the following:

- a) Separate sleeping quarters and washrooms for each Pilot.
- b) Crew ground transportation vehicles maintained at all times to a safe standard or a taxi shall be provided.

- 19.3.2 The HAC, comprised of two (2) representatives from the Association, shall continue to monitor accommodation available to Pilots, hotel selection and future accommodation alternatives.
- 19.3.3 Prior to establishing hotel accommodations at new overnight points or changing existing accommodation, the Company shall consult with the HAC. If a dispute arises between the Company and the HAC, the MEC and the Company shall meet to resolve such disputes.
- 19.3.4 When any significant substantiated deterioration of accommodation is reported in writing by Association representatives, the Company shall, within seven (7) Days, investigate the situation and take appropriate actions.
- 19.3.5 In the event that overnight accommodations do not provide meal facilities the Company shall pay, upon submission of receipts, reasonable transportation costs for the flight crew to the nearest meal facility.
- 19.3.6 If a Pilot is scheduled to overnight or a Day room and does not require the hotel room which is provided by the Company, then the Pilot shall advise Dispatch of the intended cancellation prior to contacting the hotel directly on the Day of scheduled use to cancel the room. Due to operational considerations, Dispatch may advise the Pilot not to cancel the room. It shall be the sole responsibility of the Pilot to cancel the room directly with the hotel and obtain the cancellation number for that Day and forward it to Dispatch via email to yqtdispatch@bearskinairlines.com before 15:30 local time the same Day. Dispatch shall via return email acknowledge the room cancellation and receipt of the cancellation number. Subject to the Company not paying a hotel cancellation fee the Pilot(s) shall receive forty (\$40.00) dollars for each night or Day room canceled. If a Day room is shared among crew and is cancelled, each Pilot shall receive twenty (\$20.00) dollars. This amount shall appear on the Pilot's affected pay period as an additional per diem. When claiming this per diem, the hotel cancellation number shall be submitted in the "other" section of the time card. No other expenses shall be reimbursed by the Company other than those normally associated with the Assignment.
- 19.3.7 If a Pilot is on an unscheduled overnight and does not require a hotel room then the Pilot shall advise Dispatch via email to yqtdispatch@bearskinairlines.com prior to the booking of a hotel for the city that the Pilot is overnighing and Dispatch shall not book the hotel accommodation and shall acknowledge via return email. Subject to the Company not paying a hotel cancellation fee the Pilot shall receive forty (\$40.00) dollars for each night canceled. This amount shall appear on the Pilot's affected pay period as an additional per diem. When claiming this per diem, the Dispatch acknowledgement email shall be submitted with the time card. No other expenses shall be reimbursed by the Company other than those normally associated with the Assignment.
- 19.3.8 The Company shall provide a crew room at each Pilot Base that can serve as a clean, comfortable lounge facility for on Duty flight crew only.
- 19.3.9 Where facilities are available and flight crews are scheduled to hold for:

- a) Three (3) to five (5) hours away from the Pilot's Base, the Company shall make available a quiet room for the crew, e.g. Ministry of Transportation, Ontario, Esso Lounge; or
- b) Greater than five (5) or more scheduled hours excluding overnights away from a Pilot's Base, the Company shall make available a day room for the crew, e.g. hotel, motel, Fixed-Base Operator with private rest facility. Where the flight crew is comprised of a male and female, separate day rooms shall be utilized.
- c) On overnights where a hotel cannot provide a late checkout to 1 hour prior to normal check in time, the Company shall make available a Day room or quiet room for the crew as per a) and b) above. For the purpose of Duty, the Pilots Duty will start 30 minutes after the time he is required to leave the overnight hotel and proceed to the airport.

19.3.10 Where a flight lounge or hotel accommodations are not available, e.g. Northern Communities, the Company shall try to obtain permission for the crew to utilize the following: Ministry of Transportation, Ontario, Nursing Stations, Ontario Provincial Police, Hydro Houses, etc.

19.3.11 All accommodations shall be arranged prior to a Pilot's departure from his Base.

19.4 TRANSPORTATION

19.4.1 A Pilot required by the Company to Deadhead shall be provided with a confirmed seat on the flight which he is scheduled to Deadhead. A Pilot Deadheading on Company aircraft may be bumped for operational requirements, from the original scheduled flight to a later flight so long as the later flight is scheduled to arrive within the Pilot's Duty Day. For the purpose of pay, the Pilot shall be entitled to any additional credits that the delayed Deadheading may cause.

19.4.2 If a Pilot's Duty Day permits, he shall have the option to Deadhead on an earlier flight, provided a confirmed seat is available and this earlier departure does not affect the Pilot's scheduled or reassigned Duty Day. For the purpose of pay, the Pilot shall not be entitled to any additional credits that the earlier Deadheading may cause.

19.4.3 If a Pilot's Duty Day permits, he shall have the option to deadhead on a later flight, provided a confirmed seat is available and this delayed departure does not affect the Pilot's next Duty Day. For the purpose of pay, the Pilot shall not be entitled to any additional credits that the delayed Deadheading may cause.

19.4.4 Provided an alternate carrier operates to the destination that the Deadheading Pilot is traveling to, the Company may arrange for space available travel, at the Pilot's discretion, to expedite his Deadhead timeframe.

19.4.5 A Pilot who is scheduled to Deadhead to his Base but elects not to, shall inform the Company of their decision no later than five (5) Days after the issuance of the monthly schedule. Any less notice shall require approval by the Company.

- 19.4.6 A Pilot who elects to travel at a later time other than what was originally scheduled shall receive his originally scheduled entitlements, e.g.; credits, per diems.
- 19.4.7 The Company shall arrange and pay for all normal parking costs associated for the Pilot to park at a Pilot's Base, where parking is not provided free of charge.
- 19.4.8 A Pilot self-positioning while Deadheading shall abide by all CARs & CA rules respecting time free from Duty, Rest Periods, Maximum Duty Periods, etc. Self-positioning shall not impact a Pilots ability to be assigned additional Assignments either prior to or following the original Assignment including restricting the Company's ability to assign Duty Expansion. A Pilot wishing to change any assigned Deadheading, shall require approval from the Company.

SECTION 20

DATA RECORDERS

ACRONYMS USED IN THIS SECTION:

ACARS: Shall mean Aircraft Communications Addressing and Reporting System.

AIDS: Shall mean Aircraft Integrated Data System.

CMS: Shall mean Central Maintenance System.

CVR: Shall mean Cockpit Voice Recorder.

DR: Shall mean Data Recorder.

FDR: Shall mean Flight Data Recorder.

LOU: Shall mean Letter of Understanding.

MEC: Shall mean Master Executive Council.

MP: Shall mean Management Pilot.

PIPEDA: Shall mean Personal Information Protection and Electronic Documents Act.

QAR: Shall mean Quick Access Recorders.

20.1 GENERAL

20.1.1 For the purposes of this Section, a DR shall include but shall not be limited to:

- a) CVR, or
- b) FDR, or
- c) QAR, or
- d) CMS, or
- e) ACARS, or
- f) Video Recordings, or
- g) AIDS.

20.1.2 No DR shall record specific Pilot identification designators.

- 20.1.3 The Parties recognize that information from a DR can be used to enhance flight safety and offer economic savings through preventative maintenance, as well as to provide relevant information to assist in accident reconstruction.
- 20.1.4 Where any DR, other than a completely erased CVR, is removed from an aircraft to be analyzed for anything other than maintenance purposes, the Company shall advise the MEC Chairman and all Pilots involved, in writing, within twenty four (24) hours of the Company becoming aware of its removal.
- 20.1.5 The Company shall not use information obtained from a DR:
- a) To monitor individual Pilot judgment, ability, performance or technique in operating any aircraft. This does not preclude the use of de-identified information in the interest of flight safety in a manner mutually agreeable to the Company and the MEC Chairman.
 - b) In any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against a Pilot or for the development of information leading to such proceedings.
 - c) As a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company.
- 20.1.6 Except where such disclosure or usage is required by regulation or law, the Company shall not disclose or use data or other information obtained from any type of DR for any purpose except for incident or accident investigation.
- 20.1.7 In the event of an incident or accident investigation, the release of data or other information from any DR shall be strictly limited to the following:
- a) Incident or Accident investigators from the appropriate government agency; and
 - b) Identified Association representatives; and
 - c) Company representatives on the investigating team; and
 - d) MP(s).
- 20.1.8 Notwithstanding Section 20.1.7, a DR may be used in proceedings related to the investigation of accidents or incidents to corroborate information obtained from another source.
- 20.1.9 Notwithstanding Section 20.1.7, a DR may be used by the Company in its own defense for civil, administrative, penal, criminal, or other similar proceedings against the Company, subject to the limitations of the Canadian Transportation Accident Investigation and Safety Board Act Privilege.
- 20.1.10 Pilots shall be provided the protection of any rights and entitlements set out in the Aeronautics Act and PIPEDA.

- 20.1.11 The Company shall not release any data or other factual information obtained from a DR to either the general public or any news media without the prior approval of the MEC Chairman and the Pilot.
- 20.1.12 For the purpose of maintenance the CVR shall be completely erased prior to removal, where the CVR is capable of such function.
- 20.1.13 The Company shall not implement a flight quality assurance program or flight data monitoring program utilizing information obtained from a DR without an agreement between the Parties. Any such agreement shall be reduced to writing and incorporated into an LOU which shall form part of this Agreement.

SECTION 21

ACCIDENT OR INCIDENT INVESTIGATION

ACRONYMS REFERENCED IN THIS SECTION:

IFALPA: Shall mean International Federation of Airline Pilots' Associations

MP: Shall mean Management Pilot

TC: Shall mean Transport Canada

21.1 GENERAL

- 21.1.1 Where a Pilot is involved in an accident or incident related to the operation of an aircraft while on Duty, he may be held out of service pending the outcome of any investigations into the accident or incident undertaken by the Company, TC, Transportation Safety Board, or any combination thereof.
- 21.1.2 In order to hold a Pilot out of service, the Pilot must be so notified by the Director of Operations or another MP. In addition, within seven (7) Days, notification must be provided to the Pilot in writing along with the reasons therefore with a copy forwarded to the Association.
- 21.1.3 While pursuant to Section 21.1.1, a Pilot held out of service pending the outcome of an investigation, he shall be paid for the flight credits in his Block as if they had been flown according to schedule. In subsequent Months or in the case of a Pilot not holding a Block, he shall be paid not less than the normal MPG for the Month. All such pay shall be adjusted to include negotiated pay increases and any incremental pay increases. The above pay provisions shall continue until the Pilot returns to the line or the Company renders a decision on the Pilot's employment status.
- 21.1.4 A Pilot held out of service during a Vacancy or Reduction posting for which he is qualified to hold and subsequently found to be suitable for, shall be entitled to have the Position posting cancelled provided the Vacancy can be re-posted for one (1) Day and awarded prior to the commencement of the scheduled training. The Association agrees that there shall be no grievances as a result of the Company's compliance with this provision.
- 21.1.5 In cases involving aircraft accidents, a Pilot, as soon as possible and by the quickest means possible, shall notify the Director of Operations of such accident of the following:
- 21.1.6 Information regarding the status of the flight:
- a) Crew; and
 - b) Passengers; and

- c) Aircraft; and
- d) Freight.

21.1.7 Notwithstanding Section 21.1.5, a Pilot shall not be required to commit himself orally or in writing to officials of the Company following the accident unless the following conditions have been met:

- a) He has the opportunity to be represented by the Association, or IFALPA if outside Canada; or
- b) He has been afforded the opportunity of a medical examination by a Medical Examiner approved by the Association, or IFALPA if outside Canada and the Company; and
- c) Such statements shall be provided to the Company within twenty-four (24) hours of an accident. This time frame may be extended at the discretion of the Company.

21.1.8 In cases involving aircraft incidents, a Pilot, as soon as practicable and by the quickest means possible, shall notify the Director of Operations, of such incident. Pilots who are held out of service, under the terms of Section 21.1.1, shall not be required to commit themselves orally or in writing to officials of the Company following the incident unless they have the opportunity to be represented by the Association, or IFALPA if outside Canada. Such statements shall be provided to the Company within twenty-four (24) hours of an incident. This time frame may be extended at the discretion of the Company.

21.1.9 Where the Company undertakes an investigation, the officers involved shall make a reasonable attempt to issue a final report within three (3) Months.

21.1.10 Both the Pilot involved and the Association shall be given the opportunity to participate fully in the investigation, shall be informed on a regular basis on the course of such investigation and shall be provided with a copy of any interim or final reports resulting there from.

21.1.11 Throughout this procedure the Pilot involved, along with his designated representative, may upon request, and in conjunction with a designated Company representative, review any information contained in his Accident/Incident file.

21.1.12 If throughout this procedure any disciplinary or discharge action is contemplated, the provisions of Section 24—DISCIPLINE/DISCHARGE shall apply.

SECTION 22

LEGAL

ACRONYMS REFERENCED IN THIS SECTION:

PPC: Shall mean Pilot Proficiency Check

22.1 **DEFENCE AND COUNSEL**

22.1.1 The Company agrees to provide legal counsel of its choice and pay reasonable legal fees and disbursements in any legal proceedings claiming damages from the Pilot or the Pilot's estate arising out of the performance of their duties. Payment of legal fees in cases of gross negligence or willful misconduct shall be at the option of the Company.

22.2 **INDEMNIFICATION**

22.2.1 The Company shall hold harmless the Pilots and their estates from those damages per Section 22.1.1, except those claims relating to gross negligence or willful misconduct.

22.3 **PILOT COSTS**

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

22.4 **ESTATE SETTLEMENT**

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

22.5 **PILOT FILES**

22.5.1 All files kept by or on behalf of the Company on a Pilot shall, at the Pilot's request, be made available for his examination in the presence of a member of management. Upon written request, the Pilot shall be provided with a copy of the above files once per Year. Any additional copies shall be provided to the Pilot at a cost of ten (\$10.00) dollars.

22.5.2 If the Pilot chooses to respond to any material(s) on his file, the response(s) shall be retained on his personal file with a copy of the material to which it refers.

- 22.5.3 Upon request, a Pilot shall be provided with a copy of all technical or operational documents such as PPCs, instrument rides, training records, etc., once per Year and when there is a Status or Equipment change.
- 22.5.4 A Pilot shall be advised of any material of a critical or unfavourable nature at the time such material is placed on his file. Except in the case of correspondence related to technical competency, written caution or reprimand placed on a Pilot's personnel file shall be removed from his file twenty-four (24) Months following the date of insertion, provided there has been no further disciplinary action on a related matter in that period. Any material removed from a Pilot's personnel file pursuant to this provision shall not be admissible as evidence in any disciplinary proceeding.
- 22.5.5 The Company during a disciplinary action shall not use any documents not received by the Pilot.
- 22.5.6 Notations of incidents and or accidents shall remain on file for the duration of the Pilot's employment with the Company.

22.6 PILOT WITNESSES/REPRESENTATIVES

- 22.6.1 All employee witnesses and representatives called by the Association upon reasonable notice to the Company shall be granted time off without pay, subject to the operational requirements of the Company and, if possible, shall be provided with space available transportation to and from the hearings. Pilot witnesses/representatives shall not qualify for Reassignment pay. Additionally, Pilots drafted to cover for the witnesses/representatives shall qualify for the Draft penalties and these Days shall not count towards the number of draftable Days available to the Company.

SECTION 23

GRIEVANCE PROCEDURE

ACRONYMS REFERENCED IN THIS SECTION:

ACP: Shall mean Assistant Chief Pilot

CP: Shall mean Chief Pilot

23.1 INITIATION

- 23.1.1 In the case of a complaint with respect to the interpretation, application, or alleged violation of this Agreement, prior to filing a grievance, the Pilot(s) having a complaint shall, together with an Association representative if desired, discuss such complaint with the appropriate CP or ACP who shall make every effort to resolve the complaint.
- 23.1.2 Where two (2) or more Pilots have individual grievances which are sufficiently common in nature that they may be conveniently dealt with as a single grievance, such grievance may be filed as a group grievance.
- 23.1.3 A Pilot who has a grievance, or a group of Pilots having a grievance dealing with the same issue, with respect to the interpretation, application or alleged violation of this Agreement or with respect to discipline or discharge, shall deal with such grievance in accordance with the procedures as specified in Section 23.2 through Section 23.5.
- 23.1.4 Grievances shall be in writing and should include the nature of the grievance, the Section(s) alleged to have been violated and the remedies sought.
- 23.1.5 Grievances may be initiated by the Association on behalf of its members or on its own behalf. Association grievances may be initiated at Step Two of the Grievance Procedure.

23.2 HEARINGS

- 23.2.1 The following steps may be waived or combined subject to mutual agreement between the Parties:
- a) Step One: A Pilot who has a grievance or a group of Pilots having a grievance dealing with the same issue, shall present it in writing within twenty-one (21) Days of the occurrence or awareness of the occurrence to the Director of Operations. The Director of Operations shall hold a hearing upon the grievance at a mutually convenient time within fourteen (14) Business Days of the presentation of the grievance and render his written decision not later than on the fourteenth (14th) Business Day following the above mentioned hearing.
 - b) Step Two: If the decision of the Director of Operations is not acceptable to the grievour(s) or is not rendered within fourteen (14) Business Days, then the

grievance shall be submitted in writing to the President within fourteen (14) Business Days of the receipt of the decision, or from the date that said decision was supposed to have been rendered. The President shall hold a hearing upon the grievance at a mutually convenient time within fourteen (14) Business Days of the receipt of the grievance, and shall render his decision in writing not later than on the fourteenth (14th) Business Day following the grievance hearing. When possible, the same Company official shall not hear both Step One and Step Two of a grievance.

- c) If the time limits outlined in Section 23.2.1 b) are not complied with, the Association may proceed to Arbitration.
- d) It is agreed that to achieve and to maintain harmonious industrial relations between the Parties and those persons bound by this Agreement, grievances shall be resolved as expeditiously as possible and that the period of time for submission of grievances, holding of hearings, and rendering of decisions established in this Section, shall be considered as maximum periods unless extensions shall have been mutually agreed upon and that when grievances, hearings, and decisions can be handled in a time period of less than the maximum stipulated, every effort shall be made to so expedite the case(s).

23.3 GRIEVOURS' RIGHTS/REPRESENTATIVES

- 23.3.1 At any hearing held throughout these grievance procedures, the grievour(s) shall have the right to be represented by the Association and or any one (1) Association member whom they may choose or designate.
- 23.3.2 The grievour(s) and the Company shall be given every opportunity to present evidence, make representations and call witnesses.
- 23.3.3 Throughout these procedures, the grievour(s) or his representative(s) upon request is entitled to review any information contained in his personal and Training File(s) and any document, material and information which the Company has introduced at any grievance hearing. Upon request, the Company shall provide the grievour(s) a copy of all such documents.
- 23.3.4 At the discretion of the Company, any discussions or hearing may be held at the Pilot's Base.

23.4 WITNESSES

- 23.4.1 All employees witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay, subject to the operational requirement of the Company and, if possible, shall be provided with space available transportation to and from the hearings. Pilot witnesses/representatives shall not qualify for Reassignment pay. Additionally, Pilots drafted to cover for the witnesses/representatives shall qualify for the Draft penalties and these Days shall not count towards the number of Draft Days available to the Company.

23.5 RESULTS

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

SECTION 24

DISCIPLINE/DISCHARGE

24.1 GENERAL

- 24.1.1 All disciplinary or discharge actions must be for just cause.
- 24.1.2 Where disciplinary or discharge action is considered, the Pilot involved may be held out of service where necessary with pay pending investigation for a maximum of seven (7) scheduled working Days to provide the Company with sufficient time to investigate and consider all factors. This time period may be extended by mutual agreement by the Parties.
- 24.1.3 A Pilot who is the subject of a disciplinary investigation is entitled to be accompanied by a representative(s) and to call witnesses. At any time the Company considers discipline or discharge action, the Company shall provide both the Pilot and the Association a reasonable amount of notice prior to any investigation or hearing.
- 24.1.4 All employees' witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay, subject to the operational requirement of the Company and, if possible, shall be provided with space available transportation to and from the hearings. Pilot witnesses/representatives shall not qualify for Reassignment pay. Additionally, Pilots Drafted to cover for the witnesses/representatives shall qualify for the Draft penalties and these Days shall not count towards the number of Draftable Days available to the Company.
- 24.1.5 Any disciplinary measure must be in the form of a written notice addressed to the Pilot in question. It shall contain a statement of the reasons for discipline. A copy of this shall be provided to the Association.
- 24.1.6 A Pilot held out of service or suspended shall be entitled to bid on any Vacancy, so that when relieved of his suspension, he shall resume the flying duties to which he is entitled by reason of his seniority.
- 24.1.7 A Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Section 23—GRIEVANCE PROCEDURE. A Pilot who is discharged shall be entitled to file a grievance at Step Two of the grievance procedure. Grievances may be initiated at any step of the grievance or arbitration procedures by mutual agreement between the Parties.
- 24.1.8 Throughout these proceedings, including arbitration, no evidence of documents relating to incidents or matters which occurred more than two (2) Years prior to the disciplinary action, other than those related to flying competency, shall be taken into consideration in the taking of such action.
- 24.1.9 A Pilot shall be copied on any material of a critical or unfavourable nature placed in his file.

- 24.1.10 When, pursuant to Section 24.1.2, a Pilot is held out of service, he shall be paid his regular rate of pay for the flight credits in his block as if they had been flown according to his schedule. He shall also continue to maintain and accrue all rights, pay, benefits and privileges. During the period of time the Pilot is held out of service he may be required to remain at his Base for those Days he was originally scheduled to work. This does not include his originally scheduled Days Off.

SECTION 25

ARBITRATION

25.1 REFERRAL TO ARBITRATION

- 25.1.1 If any grievance is not settled in accordance with the procedures set forth in Section 23.2 through Section 23.5—GRIEVANCE PROCEDURE, then such grievance may be referred by the Association to arbitration, as per Section 25.2 through Section 25.7.
- 25.1.2 The Notice of Intention to proceed to arbitration shall be made in writing to the Company within thirty (30) Days of the decision at Step Two of the Grievance Procedure or, as the case may be, within thirty (30) Days from the date such decision should have been rendered.
- 25.1.3 The following Arbitrators have been agreed to between the Parties to hear such matters:
- a) William Marcotte; and
 - b) Ken Swan; and
 - c) William Kaplan; and
 - d) Michel Picher.
- 25.1.4 The Parties shall cycle alphabetically through Section 25.1.3 a), b), c), and d) and appoint the first (1st) Arbitrator with available hearing dates that are within ninety (90) Days of the date for which the notice of intent to proceed to arbitration was given to the other Party. When establishing hearing dates, it is agreed that the Parties shall take into consideration each other's schedules.
- 25.1.5 Where none of the Arbitrators has an available date within ninety (90) Day of the notice of intent to proceed with arbitration was given, the Parties shall select the Arbitrator with the first (1st) available dates thereafter to hear the entire arbitration.
- 25.1.6 Once an Arbitrator has been appointed, the subsequent selection process shall commence with the next Arbitrator on the list.
- 25.1.7 It is agreed that the Arbitrator shall be appointed with jurisdiction under an arbitration model unless the Parties agree otherwise.
- 25.1.8 The list of Arbitrators may be amended by mutual agreement. However, it is not the intent of the Parties to modify the list unless Arbitrator availability impairs the process to the point where it is no longer timely.

25.2 SINGLE ARBITRATOR

25.2.1 The Arbitrator, once engaged, shall make every effort to expedite the arbitration proceedings.

25.2.2 In the event that the Arbitrator resigns, dies or otherwise is unable to continue, the parties shall notify the next Arbitrator on the list per Section 25.1.3 of their requirement.

25.3 ARBITRATOR'S JURISDICTION

25.3.1 The Arbitrator has, in relation to any proceeding before him/her, power to:

- a) Summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce such documents and things as the Arbitrator deems requisite to the full investigation and consideration of any matter within its jurisdiction that is before the Arbitrator in the proceeding and;
- b) Administer oaths and solemn affirmations; and
- c) Receive and accept such evidence and information on oath, affidavit or otherwise as the Arbitrator in his discretion sees fit, whether admissible in a court of law or not; and
- d) Compel, at any stage of a proceeding, any person to provide information or produce the documents and things that may be relevant to a matter before it, after providing the Parties the opportunity to make representations; and
- e) Interpret, apply, and give relief in accordance with a statute relating to employment matters, whether or not there is conflict between the statute and this Agreement; and
- f) Make the interim orders that the Arbitrator considers appropriate and;
- g) Consider submissions provided in the form that the Arbitrator considers appropriate or to which the Parties agree; and
- h) Expedite proceedings and to prevent abuse of the arbitration process by making the orders or giving the directions that the Arbitrator considers appropriate for those purposes; and
- i) Determine any question as to whether a matter referred to the Arbitrator is arbitrable.

25.3.2 The Arbitrator may extend the time for taking any step in the grievance process or arbitration procedure set out in this Agreement, even after the expiration of the time, if the Arbitrator is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

25.3.3 At any stage of a proceeding before an Arbitrator, the Arbitrator may if the Parties agree, assist the Parties in resolving the difference at issue without prejudice to the

power of the Arbitrator to continue the arbitration with respect to the issues that have not been resolved.

25.3.4 Where an Arbitrator determines that an employee has been discharged or disciplined by an employer for cause and this Agreement does not confirm a specific penalty for the infraction that is the subject of the arbitration, the Arbitrator has power to substitute for the discharge or discipline such other penalty as to the Arbitrator seems just and reasonable in the circumstances.

25.3.5 An Arbitrator shall determine his own procedure, but shall give full opportunity to the Parties to the proceedings to present evidence and make submissions to the Arbitrator.

25.3.6 The Arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this Agreement, including whether a matter is arbitrable or not. The Arbitrator shall have no jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of this Agreement.

25.4 ARBITRATOR'S EXPENSES

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

25.5 ASSOCIATION'S/COMPANY'S RIGHTS/REPRESENTATIVES

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

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

25.6 WITNESSES

25.6.1 All employee witnesses called by the Association upon reasonable notice to the Company shall be granted time off without pay, subject to the operational requirement of the Company and, if possible, shall be provided with space available transportation to and from the hearings. Pilot witnesses and or representatives shall not qualify for Reassignment pay. Additionally, Pilots drafted to cover for the witnesses and or representatives shall qualify for the Draft penalties and these Days shall not count towards the number of Draft Days available to the Company.

25.7 ARBITRATOR'S DECISION

25.7.1 The Arbitrator shall make every effort to render a decision with the minimum of delay, but in no case more than thirty (30) Days from the date of final hearing.

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

SECTION 26

DEDUCTION OF DUES

26.1 GENERAL

- 26.1.1 The Company, by means of payroll deduction, shall deduct on the payroll for each pay period from wages due and payable to all employees coming within the scope of this Agreement an amount equivalent to the normal dues of the Association and any general assessments to be applied to, and paid by all members, as ratified by the Pilot Membership subject to the conditions set forth hereunder.
- 26.1.2 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or fines. The amount to be deducted shall not be changed during the term of this Agreement except to conform to a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
- 26.1.3 Membership in the Association shall be available to any Pilot eligible under the constitution of the Association on payment of the initiation or reinstatement fees uniformly required of all such applicants by the Association.
- 26.1.4 If the wages of a Pilot payable on the payroll for any pay period are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Pilot by the Company. The Company shall not carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.
- 26.1.5 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association by the fifteenth (15th) of each Month for the pay received in the previous Month.
- 26.1.6 The Company shall not be responsible financially or otherwise, either to the Association or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Association.
- 26.1.7 In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Section, the Parties shall cooperate fully in the defense of such actions. The Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from payroll.

SECTION 27

EMPLOYEE BENEFITS

ACRONYMS REFERENCED IN THIS SECTION:

CLC: Shall mean Canada Labour Code

DCP: Shall mean Defined Contribution Plan (Pension Plan)

GIP: Shall mean Group Insurance Plan

PHC: Shall mean Pilot Health Committee

27.1 BENEFITS AND INSURANCE PLANS

27.1.1 A Pilot shall, as a condition of employment, be required to participate in the Great-West Life Assurance Company Benefits Plan listed below after three (3) Months of continuous employment, except where a Pilot can demonstrate to the Company and the insurance carrier comparable coverage under a spousal plan. The GIP is as follows:

<u>INSURER</u>	<u>PLAN #</u>	<u>COVERAGE</u>
Great-West Life Assurance Company	57770	<ul style="list-style-type: none"> • Extended Health Benefits • Custom Dental Benefits • Short Term Disability Insurance
Great-West Life Assurance Company	163780	<ul style="list-style-type: none"> • Group Life • Deluxe Travel

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

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

27.1.4 The Company Reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s), provided the benefits are comparable. In such cases the Company shall consult with the PHC thirty (30) Days in advance of intended change to the plan(s).

27.1.5 Any benefit and or insurance provided through the GIP shall be as more particularly described and set forth in the respective policy(s) of insurance and benefit plan document(s).

27.1.6 The specific application and administration of all insurance benefits, and all matters with respect to the GIP, shall be governed by the terms of the contract(s) with the insurance carrier(s).

27.1.7 In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the Pilot and the insurer or carrier concerned. In such cases, however, the Company if requested by the Pilot shall intervene in an attempt to adjust or settle the dispute.

27.2 PENSION PLAN

27.2.1 All Pilots shall be eligible to enroll in the Company's DCP, administered by Great-West Life Assurance Company, Policy No. 66088, after twenty-four (24) Months of continuous service with the Company.

27.2.2 Pilots choosing to enroll in the DCP shall contribute an amount equal to three percent (3%) of their earnings, excluding e.g. overtime, bonus and the Company shall also contribute an amount equal to three percent (3%) of the Pilots earnings, excluding e.g. overtime, bonus.

27.2.3 Pilots choosing to enroll in the DCP and who have more than ten (10) Years of continuous service may contribute an amount equal to four percent (4%) of their earnings, excluding e.g. overtime, bonus and the Company shall contribute an amount equal to four percent (4%) of the Pilots earnings, excluding e.g. overtime, bonus. All other items of reference shall be as contained in the Master Agreement held with Great-West Life Assurance Company, and in accordance with all Government regulations covering such plans.

27.2.4 Subject to the CLC, the Company shall not be responsible to continue DCP contributions for a Pilot who is on leave of absence, off work on temporary disability or on lay-off.

27.3 TRAVEL PASSES

27.3.1 Travel pass entitlement shall be as per Company Policy.

SECTION 28

AIRCRAFT HANDLING/SERVICING

ACRONYMS REFERENCED IN THIS SECTION:

CYKF: Shall mean Waterloo, ON

CYOW: Shall mean Ottawa, ON

CYQT: Shall mean Thunder Bay, ON

CYWG: Shall mean Winnipeg, MB

CYXL: Shall mean Sioux Lookout, ON

CYYL: Shall mean Lynn Lake, MB

CYYU: Shall mean Kapuskasing, ON

28.1 BAGGAGE HANDLING

28.1.1 The Company shall normally provide personnel to handle loading and unloading of aircraft at all current and future stations, with the exception of Section 28.3.5. A crew member shall normally be available to supervise or brief all baggage loading and unloading.

28.1.2 For Charter Flying, the Company shall normally be responsible for the loading and unloading of baggage and or freight, unless the flight is scheduled to operate in or out of a station not identified in the most current Company system timetable.

28.2 AIRCRAFT DE-ICING

28.2.1 It is agreed that the Company shall normally provide personnel for all de-icing of Company aircraft.

28.2.2 Flight crew shall de-ice the aircraft if necessary provided they are given protective equipment and trained in the operation of de-ice equipment.

28.2.3 For any destination not included in the current Company system timetable, the Company shall advise the Association of the de-icing service requirements at these locations.

28.3 AIRCRAFT GROOMING

28.3.1 The Company shall provide grooming services on Company aircraft in, CYQT, and CYWG.

28.3.2 Flight crews shall be required to perform light grooming on the Company aircraft they are operating at all other locations listed in the Company system timetable. It shall be

the responsibility of the crew leaving the aircraft to perform the light grooming. Light grooming shall include:

- a) Picking up all materials strewn throughout the aircraft including the cockpit, provided kitchen size garbage bags are made available; and
- b) Cleaning out all seat back pockets, provided protective puncture resistant gloves are made available; and
- c) Crossing all seat belts; and
- d) Ensure briefing cards are in the seat back pockets.

28.3.3 Pilots shall not be required to clean or service lavatories on aircraft equipped with such. While conducting Charter Flying the crew shall ensure that the servicing of the lavatory is completed.

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

28.3.5 With the exception of CYYU, the Company shall normally provide handling services on Company aircraft operating within the current Company system timetable. This service shall include installation of engine plugs, engine heaters, engine tents, cabin heater, baggage and other items as required.

28.4 AIRCRAFT TOWING

28.4.1 The Company shall provide trained maintenance personnel for the towing of aircraft. Pilots shall not be required to do any ground towing of aircraft.

SECTION 29

DURATION

This Agreement shall become effective January 1, 2016, and shall continue until December 31, 2020, and shall renew itself without change each succeeding Year unless written notice of intended change is served by either party within four (4) Calendar Months prior to the expiry date.

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

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 12th Day of April, 2016 at Thunder Bay, ON.

FOR BEARSKIN LAKE AIR SERVICE LP

FOR THE AIR LINE PILOTS ASSOCIATION, INT'L



Mr. Brad Martin
President



Captain Timothy G. Canoll
President



Mr. Antonio Fabiano
Director of Finance



Captain Dan Parnham
BRS MEC Chairman



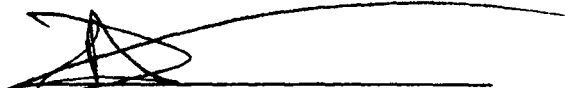
Mr. James Reztinyk
Commercial Services Manager



Captain Robert Marsh
BRS MEC Vice Chairman



Mr. Trevor Gavinchuk
Director of Operations



Captain Dan Murray
BRS MEC Negotiating Committee



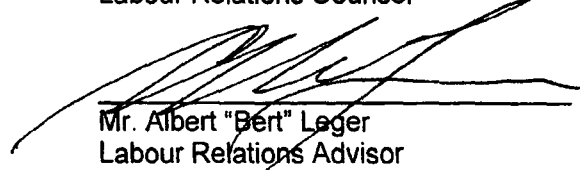
Captain Jason Friesen
Chief Pilot



Mr. Neal Patel
Labour Relations Counsel



Mrs. Priscilla Andoh
Assistant Human Resources



Mr. Albert "Bert" Leger
Labour Relations Advisor

APPENDIX A

PRORATION OF MINIMUM GUARANTEE AND DAYS OFF
FOR LEAVES OF ABSENCE WITHOUT PAY

31 DAY MONTH			30 DAY MONTH			29 DAY MONTH			28 DAY MONTH		
LOAWP DAYS	NO. OF DAYS OFF	MPG	LOAWP DAYS	NO. OF DAYS OFF	MPG	LOAWP DAYS	NO. OF DAYS OFF	MPG	LOAWP DAYS	NO. OF DAYS OFF	MPG
1	12	77.4	1	12	77.3	1	11	77.2	1	11	77.1
2	11	74.8	2	11	74.7	2	10	74.5	2	10	74.3
3	11	72.3	3	11	72.0	3	10	71.7	3	10	71.4
4	10	69.7	4	10	69.3	4	9	69.0	4	9	68.6
5	10	67.1	5	10	66.7	5	9	66.2	5	9	65.7
6	10	64.5	6	10	64.0	6	9	63.4	6	9	62.9
7	9	61.9	7	9	61.3	7	8	60.7	7	8	60.0
8	9	59.4	8	9	58.7	8	8	57.9	8	8	57.1
9	9	56.8	9	8	56.0	9	8	55.2	9	7	54.3
10	8	54.2	10	8	53.3	10	7	52.4	10	7	51.4
11	8	51.6	11	8	50.7	11	7	49.7	11	7	48.6
12	7	49.0	12	7	48.0	12	6	46.9	12	6	45.7
13	7	46.5	13	7	45.3	13	6	44.1	13	6	42.9
14	7	43.9	14	6	42.7	14	6	41.4	14	6	40.0
15	6	41.3	15	6	40.0	15	5	38.6	15	5	37.1
16	6	38.7	16	6	37.3	16	5	35.9	16	5	34.3
17	5	36.1	17	5	34.7	17	5	33.1	17	4	31.4
18	5	33.5	18	5	32.0	18	4	30.3	18	4	28.6
19	5	31.0	19	4	29.3	19	4	27.6	19	4	25.7
20	4	28.4	20	4	26.7	20	3	24.8	20	3	22.9
21	4	25.8	21	4	24.0	21	3	22.1	21	3	20.0
22	3	23.2	22	3	21.3	22	3	19.3	22	2	17.1
23	3	20.6	23	3	18.7	23	2	16.6	23	2	14.3
24	3	18.1	24	2	16.0	24	2	13.8	24	2	11.4
25	2	15.5	25	2	13.3	25	2	11.0	25	1	8.6
26	2	12.9	26	2	10.7	26	1	8.3	26	1	5.7
27	2	10.3	27	1	8.0	27	1	5.5	27	0	2.9
28	1	7.7	28	1	5.3	28	0	2.8	28	0	0.0
29	1	5.2	29	0	2.7	29	0	0.0			
30	0	2.6	30	0	0.0						
31	0	0.0									

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