

COLLECTIVE AGREEMENT #2

Between

FIRST AIR



and

FLIGHT CREW MEMBERS
of
FIRST AIR

As represented by
AIR LINE PILOTS ASSOCIATION



January 1, 2016 to
December 31, 2019

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SECTION 1 PREAMBLE**1.01 Recognition**

This Agreement is made and entered into by and between First Air, hereinafter known as the “Company”, and the FCMs in the employ of First Air, as represented by the Air Line Pilots Association International, hereinafter known as the “Association”. The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Company, the Association and the FCMs and to set forth herein certain terms and conditions of employment for all FCMs described in the certificate issued August 20, 2008, covering FCMs employed by First Air. The parties to this Agreement share a desire to improve the quality and the safety of the airline.

The Company recognizes the Association as the sole bargaining agent, as certified by the Canada Industrial Relations Board dated August 20, 2008 or as may be amended, for the FCMs employed by the Company in its flight operations.

1.02 Successor Rights

In the event that the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the certificate issued by the Canadian Industrial Relations Board then in effect shall not be affected in any way, except as otherwise governed or directed by the Board.

SECTION 2 DEFINITIONS

As used in this agreement, along with the Memorandum(s) of Agreement, the following terms shall have the following meanings unless otherwise specified.

AFIRS:

Automatic Flight Information Reporting System.

Agreement:

The Collective Agreement and Memorandum(s) of Agreement negotiated between the Company and the Association including amendments thereto or interpretations thereof agreed upon and covered by letters or written amendments signed by the Association and the Company.

Authority:

The Chain of command within the cockpit. A Captain has more Authority than a First Officer.

Block In:

The time the aircraft comes to rest at the end of a flight.

Block Out:

The time when the parking brake is released for the commencement of pushback or taxi for a flight.

Business Day:

A day other than a Saturday, Sunday, or other day on which the principal chartered banks located in the City of Ottawa are not open for business during normal banking hours.

Contract Pilot:

Means a flight crew member hired by the Company in accordance with the provisions of Section 17.05.

Data Recorders:

Means Cockpit Voice Recorders (CVRs) and/or Flight Data Recorders (FDRs), and AFIRS, or any device capable of recording data.

Day:

A Twenty-four (24) hour consecutive period.

Deadhead/Position/Rotate:

Travel by air or surface transportation at Company request to meet the requirements of service.

Draft:

The involuntary assignment of a FCM to duty on a Guaranteed Day Off.

Flight Crew Member (FCM):

A Flight Crew Member assigned to a position of a Captain or a First Officer and who is a member of the bargaining unit.

Flight Time:

Means the elapsed time between Block Out and Block In.

Grey Day:

A day designated in a schedule in which there are no assigned duties but the FCM may be required to work.

Guaranteed Day Off:

An unbroken period of twenty-four (24) hours off duty commencing at 0001 hours at the employee's Home Base. This may be extended to 0130 for operational disruptions.

Home Base:

A geographical location designated by the Company as a FCM's Home Base. All FCMs shall have a designated Home Base.

Month:

For the purpose of this Agreement, a "month" means a calendar month except that February shall be the period from January 31st to March 1st inclusive, each year. For clarification, this results in January having 30 days, February having 30 days, except in a leap year when February would have 31 days and March would have 30 days.

Non-Flying Position:

A position in the Company that does not require the person holding the position to be a qualified licenced commercial Pilot.

Normal Scope of Business of the Company:

For B737 Aircraft – work located within Canada or the North American continent.
For ATR Aircraft – work located within Northern Canada.

Northern Canada:

The area encompassing the Yukon, Northwest Territories, Nunavut, and Quebec north of the 55th parallel.

Open Flying:

A flight or series of flights not covered in a schedule.

Pilot Manager:

Any licenced Pilot that holds the following manager positions: Vice President – Flight Operations, Director – Flight Operations, Chief Pilot, Manager - Training and Standards, and Manager – Flight Safety.

Position:

Consists of three elements: Title (Captain or First Officer); Aircraft (B737 or ATR, etc.); and Base. Therefore an example of a “Position” would be “Captain B737 YOW”.

Probationary Period:

The Assessment period for a FCM prior to the FCM being considered a permanent employee.

Regular Duty Hour Rate:

A rate which is calculated by dividing annual base pay by 2080 hours.

Schedule:

Published monthly duty rosters that adhere to the Collective Agreement and the Canadian Aviation Regulations, and are either assigned to a FCM or available for bid by seniority.

Schedule Holder:

A FCM awarded or assigned a schedule.

Special Assignment:

Operations outside the Normal Scope of Business of the Company, that require negotiations for the terms and conditions of such work.

Statutory Holidays:

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

SECTION 3 CO-OPERATION

3.01 Management Rights

The Association agrees that the Company has the right to manage, direct and administer its business and its employees, including, but not limited to, the hiring, firing, promotion and demotion of FCMs except as may be otherwise specifically provided in this Agreement. The Company commits to exercising its management rights in a fair and reasonable manner.

3.02 Company Policies

FCMs shall be governed by policy produced by the Company, Transport Canada and aircraft manufacturers. If Company policy conflicts with this Agreement, this Agreement shall apply. The Company rules and policies shall be sufficiently clear, shall be brought to the attention of applicable FCMs, through normal communication methods, shall be enforced in a fair and reasonable manner, and shall be based on a legitimate Company interest.

3.03 No Work Disruptions by Association

- a) If following a “notice to bargain” by either party of the desire to seek amendments or a new agreement the parties have failed to enter into a revised collective agreement, either party may request the Minister of Labour to provide the services of a Conciliation Officer. Failing this, or in the event that no agreement is reached, either party may demand that matters still in disagreement be submitted to a Board of Arbitration and shall give notice in writing to the other party detailing the points still at issue.
- b) The Board of Arbitration shall consist of one person to be appointed within sixty (60) days of the demand for arbitration. In the event of disagreement over the selection of the Board of Arbitration, either of the parties may, with not less than seven (7) days’ notice in writing to the other party, apply to the Minister of Labour to appoint a Board of Arbitration.
- c) The parties shall bear equally the expense of the Board of Arbitration.
- d) The Association agrees that there shall be no strike by FCMs during or after the term of this Agreement.

3.04 No Lock-Out by Company

The Company agrees that there shall be no lockout of FCMs during or after the term of this Agreement.



SECTION 4 ALLOWANCES AND EXPENSES

4.01 Meals

4.01.1 Meal Allowances

FCMs who are away from their Home Base on Company assigned duty shall be provided the following hourly meal allowance for each hour away from Home Base. The rate will start at the beginning of the duty-upon departing Home Base and applies continuously until fifteen (15) minutes after arrival at the FCM's Home Base.

Effective Date	Rate
January 1, 2016	\$3.07
January 1, 2017	\$3.12
January 1, 2018	\$3.20
January 1, 2019	\$3.25

Allowances may be adjusted upwards to take into account living costs of specific locations.

4.01.2 Meal allowances will not apply to Rotating ATR FCMs when staying in staff housing as per Section 29.03.

4.01.3 Out of Country

When out of Canada, the above allowances shall apply in U.S. dollars.

4.01.4 International Meal Allowance

FCMs, operating outside of the North American continent shall be provided with a meal allowance of one hundred dollars (\$100.00) US for each day or part thereof, commencing four (4) hours after arrival.

4.01.5 Company Provided Meals

A meal that can be prepared by a Rotating ATR FCM at his resident staff house, including a box lunch, shall be deemed a meal provided by the Company provided the FCM has sufficient time to prepare the meal and meals are not provided enroute.

The Company will be responsible to provide a selection of beverages and non-perishable snacks on all flights for unforeseen circumstances.

Where it is identified that the Company or the customer is the only reasonable source of meals, meals will be provided and the FCMs will not be eligible for the hourly meal allowances.

4.02 Rotational Allowance

Where a Rotating ATR FCM has moved out of Company provided housing, they shall be provided with Northern Living Allowance in accordance with the Human Resources Policy Manual or seven hundred and fifty dollars (\$750.00) whichever is greater. This amount shall be allocated to Box 32 of the FCM's T4.

4.02.1 Northern Living Allowance

FCMs residing full time and working out of Western Arctic bases shall be entitled to a taxable northern living allowance of six hundred dollars (\$600.00) per month. This amount shall be allocated to Box 32 of FCM's T4.

The Northern Living Allowance provided to FCMs shall never be less than that provided to other First Air bargaining units and/or in accordance with the Human Resources Policy Manual.

4.03 Transportation

4.03.1 Mileage Allowance

The rate for a FCM who is approved to use his own vehicle on Company business shall be the rate which is in the First Air Human Resources Policy Manual. Where a FCM is required by the Company to work on a Guaranteed Day Off, said FCM shall be entitled to claim return cab fare or the return mileage from home to work. Rotating ATR FCMs must be pre-approved to receive these allowances.

4.03.2 Ground Transportation

Ground Transportation from layover accommodation to airport or from airport to layover accommodation will be arranged and provided by the Company. The Company will ensure that the service provider is a properly licensed operator.

4.03.3 Parking

At Ottawa, Yellowknife, and Edmonton, the Company shall provide each FCM with free parking and transportation to and from the departure facility.

4.03.4 Rotating ATR FCMs

Rotating ATR FCMs shall be deemed Ottawa based. It shall be the Rotating ATR FCM's responsibility to bear the cost of transportation from his place of residence to the Ottawa base. The Company shall be responsible for transportation between Ottawa and a Rotating ATR FCM's work station. However, the Company and a FCM may by mutual agreement, establish an alternative routing and responsibilities for such transportation costs to allow such a FCM to reach his work station.

4.03.5 Improvement Fees

The Company will pay airport improvement fees, which a FCM is required to pay while travelling on company business.

4.04 Publications

Flight Operations will determine applicable navigation publications required for all aircraft and will equip the aircraft as needed.

4.05 Medical, Licence and Passport Costs

4.05.1 Allowance

FCMs under the age of sixty will receive twenty-five dollars (\$25.00) per month and those sixty and over will receive forty-five dollars (\$45.00) per month toward covering the cost of Transport Canada Medical, ECG and Licence Validation Certificate fees.

4.05.2 Licence, Instrument Renewals and Proficiency Checks

The Company will pay for all Transport Canada Licence and Instrument Rating renewal fees and costs associated with Proficiency Checks.

4.05.3 Passports

Passports must be renewed six (6) months prior to their expiry. The Company will cover the cost of a regular passport renewal fee, including photo, once every four and a half (4.5) years for a 5-year passport, or once every nine and a half (9.5) years in the case of a 10-year passport, upon the submission of the appropriate receipt and expense claim. It is the FCM's responsibility to ensure they have all required travel documentation to complete normal operations. If the Company requests express renewal, the Company will bear the cost.

4.06 Providing Own Accommodation

1. When the Company is required to provide a FCM with hotel accommodations for legal crew rest between duty assignments away from his Home Base or operational base, and he is able to provide his own accommodation, the Company will reimburse the FCM with forty-five dollars (\$45.00);
2. This reimbursement will only occur if: (a) if the FCM has notified Crew Scheduling of his intent to provide his own accommodation prior to the hotel accommodation being booked; or, (b) in the case that the room has already been booked by Crew Scheduling, that the FCM provides written proof to Crew Scheduling that the room was cancelled by the FCM and no cost is incurred to the Company;
3. The FCM shall be responsible to provide Crew Scheduling with all applicable contact information at the alternate accommodation;
4. The FCM shall be responsible to cover the costs for all transportation and associated expenses to and from their work assignment;
5. FCMs shall submit an expense report in order to receive the reimbursement.

SECTION 5 MOVING

5.01 Allowance

FCMs who are requested to move by the Company from one Home Base to another, including moves following bidding or moves to avoid lay-offs, shall coordinate their relocation with Flight Operations Administration and be entitled to the following:

- a) The FCM, his spouse and dependent children shall be allowed free, confirmed passes to the new location at a mutually agreed upon time, plus one (1) space available pass for the FCM and a family member to conduct a house hunting trip at a mutually agreed upon time.
- b) The FCM shall be allowed reasonable living expenses up to a maximum of \$1500.00, while moving for a period up to ten (10) days. Receipts are required.
- c) The Company shall pay for up to a maximum weight of personal effects of ten thousand (10,000) pounds with the right to determine the method of transportation plus fifteen hundred (1,500) pounds per dependent to a family maximum of fifteen thousand pounds (15,000 lbs).

5.02 FCM Requested Move

FCMs who move at their own request shall pay for all such moves.

5.03 Reporting Time

Any FCM who moves shall be allowed a period of up to ten (10) calendar days with no loss of scheduled pay between the time he is relieved of his duties and the time he is required to report at the new location. These moving days will be scheduled at a mutually agreed upon time; however, when the moving days are delayed at the FCM's request, the FCM shall be responsible for their own living expenses. When the FCM's moving days are delayed, at his request, he will still be entitled to all of the provisions in Section 5.01 up to a maximum period of ten (10) months.

SECTION 6 SICK LEAVE

6.01 Definition

Sick leave means a period of one (1) or more days or parts thereof during which a FCM was scheduled or assigned to duty and was unable to report due to illness or injury.

6.02 Entitlement

On January 1st of the first year in each two-year period commencing January 1, 2016, fifteen (15) sick leave days will be credited to a FCM's sick bank.

Where a FCM commences service during the period, the entitlement shall be prorated on the basis of 0.625 day per remaining months in that two-year period.

A FCM may carry over up to a maximum of seven (7) unused sick leave days into the following two-year period. These days shall be kept separate from the allotment and shall be used to cover the 7-day waiting period for an approved Short Term Disability claim. If the FCM does not have enough days in this separate carry-over amount to cover the waiting period, then he must draw from his allotment. If the FCM does not have enough days in both his carry-over amount and allotment to cover the waiting period, then these days shall be unpaid.

6.03 Draw Down

Where a FCM is sick or injured during a month, one (1) day shall be deducted from his sick bank for each twenty-four (24) hour period or part thereof for which he was scheduled for which he was unable to report due to illness or injury until such time as the sick days are exhausted and/or disability benefits commence.

6.04 Sick Leave Pay

For each day a FCM's sick bank is drawn down, the FCM shall receive their daily base pay plus the greater of the pay credits on the FCMs schedule (including duty assignments to Rotating ATR FCMs) or the reassigned pay credits prior to the sick day.

6.05 Insufficient Sick Bank

Where a FCM is sick or injured and has insufficient days in their sick bank to cover their absence, they shall not receive any flight pay credits for the day and their monthly base pay shall be reduced by one twenty-fifth (1/25) for each day or part thereof that they were scheduled or would have been scheduled for duty.

6.06 Interruption

If during a two (2) year period there is an interruption in a FCM's service, (i.e. leave of absence, lay-off, disability, termination, etc.) the entitlement shall be prorated on the basis of 0.625 day per month of service during the period up to the date of interruption and shall recommence on the same basis as of the date the interruption ends, as the case may be. In the event that the FCM has taken more sick days than he was otherwise entitled to at the date of interruption and cannot or does not recover the days upon resumption of service, as the case may be, such excess sick days taken shall be deducted from future salary payments on the basis of five (5) flight credits per day plus 1/25 of his monthly base pay.

6.07 Family Care Days

A FCM shall be allowed to use their sick leave days to attend to family member care responsibilities. For the purpose of this section, family member shall be defined as the FCM's:

- a) spouse or common-law partner;
- b) child or a child of their spouse or common-law partner; or
- c) parent or a spouse or common-law partner of the parent.

Family care days are intended to meet short-term needs and are not intended to be used in lieu of other available leaves (e.g. parental).

The Company has the right to request information to support the family care day.

6.08 Doctor's Certificate

A doctor's certificate may be required for any period of illness or injury. The Company must have reasonable justification for asking for the doctor's certificate. When the Company requests a doctor's certificate, the Company will reimburse the cost up to a maximum of twenty dollars (\$20.00) upon submission of receipt, up to a maximum of one hundred dollars (\$100.00), per calendar year.

6.09 Notification

Within reason a FCM shall advise the Company of their illness with as much notice as possible.

6.10 Sick Bank Record

A record of sick leave days given and used shall be given to each FCM once a month.

SECTION 7 ACCIDENTS AND INCIDENTS

7.01 Accident or Incident Investigation

Where a FCM 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 investigation into the accident or incident. Where held out of service, the FCM and the Association will be so notified in writing within seven (7) days along with the reasons therefore.

FCMs involved in aircraft accidents or other operational incidents affecting flight safety may be subject to suspension from flying duties pending an investigation of the accident or incident. Normal pay and other company benefits shall continue during any such suspension period.

Following an accident or incident, the FCMs involved may request to be removed from flying duties.

Where the investigation is undertaken by the Company, the officers involved shall make every attempt to issue a final report within three (3) months. The Association shall be afforded observer status in the investigation with access to all relevant material and shall receive a copy of any interim or final reports.

Throughout this procedure the FCM involved and/or his designated representative(s) may, upon request and in conjunction with a designated representative of the Company, review and receive copies of any information contained in his personal or technical files.

Where a FCM is unable to report for duty due to medical reasons after his involvement in an incident or accident, his pay shall be covered by the Company for a period of seven (7) days.

A FCM who intentionally erases a Data Recorder after an incident or accident shall be subject to discipline up to and including dismissal.

7.02 Data Recorders

Data Recorders shall be used exclusively to investigate accidents or incidents and to facilitate aircraft maintenance, safety and efficiency. Under no circumstances shall these instruments be used to monitor or check a FCM during the operation of any flight for disciplinary purposes.

During the investigation of an accident or incident, the Company shall not reveal the content of these instruments to the general public or the news media, without prior approval from the FCM involved and the Association.

In the event of an incident or accident investigation, the Company may not release any data or other information obtained from Data Recorders to either the general public or any news media without the prior approval of the Association as well as either the FCM(s) involved or his (their) estate(s).

It is agreed that no program to read routinely recorded information from Flight Data Recorders, except for maintenance purposes, will be introduced without mutual agreement between the Company and the Association.

The Company shall use its best efforts to ensure the security of all data or other information obtained from the Data Recorders against unauthorized removal and/or playback.

No Data Recorders will record specific FCM's identification designators.

Where any Data Recorder (other than a completely erased Cockpit Voice Recorder) is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Association and all FCMs involved in the incident or accident.

The Captain shall always retain the right to carry out a complete erasure at the end of any incident free or accident free flight, except where prohibited by law and except when required for a maintenance check for which the Captain will be pre-notified.

7.03 AFIRS

During the investigation of an accident or incident, the Company shall not reveal the content of these instruments to the general public or the news media, without prior approval from the FCM involved and the Association.

In the event of an incident or accident investigation, the Company may not release any data or other information obtained from AFIRS to either the general public or any news media without the prior approval of the Association as well as either the FCM(s) involved or his (their) estate(s).

The Company shall use its best efforts to ensure the security of all data or other information obtained from the AFIRS against unauthorized removal and/or playback.

SECTION 8 UNIFORMS

8.01 Standards

Uniforms will be worn and maintained according to standards prescribed by the Company. Company management reserves the right to require FCMs to be properly dressed. In addition it may require a FCM to replace any item of his uniform notwithstanding that the useful life of the item has not been completed.

8.02 Uniform

The Company shall provide the initial uniform for new hires. When a FCM moves to a new type the Company will provide any additional pieces at no cost to the FCM. Where the Company changes style, colour or uniform pieces, the Company shall bear the cost of providing replacement pieces.

ITEM	B737 CREWS	ATR CREWS	USEFUL LIFE IN YEARS
(a) 100% Company Cost			
Blazer	1	N/A	2
Pants	2	N/A	2
Shirts	8	N/A	1
Flight Suit	1	2	1
Insulated Coveralls	N/A	1	1
Epaulettes (pair)	1	1	1
Tie	2	N/A	1
Windpants	N/A	1	2
Down vest	N/A	1	2
(b) 50 - 50% Shared Cost			
Overcoat	1	N/A	3
Parka	1	1	2
Windpants	1	N/A	2

All uniform pieces will be new.

8.03 Accessories

All optional accessory items shall be paid for 100% by the FCM.

8.04 Damaged Uniforms

If any uniform item is damaged as a result of normal usage while on duty, the Company shall replace or repair the item at its cost.

8.05 Replacement Pieces

Save and except the shirts, tie and epaulettes which shall be provided at 100% cost to the Company, replacement pieces shall be provided on a 50/50 cost share basis. For further clarification, the provisions of the 50/50 cost share shall apply to all uniform pieces identified in 8.02(a) after their useful life.

8.06 Payment for Uniform

Payments for any replacement uniform pieces that a FCM is required to pay for shall commence upon receipt of the pieces. The FCM may elect to make payment through payroll deductions at fifty dollars (\$50.00) per pay or a greater amount, if requested by the FCM.

8.07 Termination/Resignation

Where a FCM's employment is terminated for any reason, he shall return all corporate identification and the following shall apply to the uniform:

- a) In the event that a FCM leaves the employment of the Company within the first six (6) months of his employment, he shall reimburse the Company, who may deduct such amount from his final pay, for its portion of the uniform expense on a pro-rated basis for the number of months worked. The FCM shall retain such uniform.
- b) Where the FCM has purchased replacement uniform pieces, and a balance remains owing to the Company the FCM shall have the remaining balance deducted from his final pay and shall retain the uniform pieces.

8.08 Cleaning Allowance

For each month in which a FCM is on the payroll in excess of nine (9) days, they shall receive a thirty (\$30.00) dollars per month cleaning allowance.

8.09 Lost or Damaged Luggage

Where a FCM has lost or damaged their carry-on luggage or flight bag while operating or deadheading on Company aircraft, the Company shall replace such items, unless caused by the FCM's negligence.

8.10 Maternity Uniform

The Company will provide a maternity uniform at no expense to the FCM. The maternity uniform shall be returned to the Company when the FCM no longer has a requirement for the uniform.

SECTION 9 STATUTORY HOLIDAYS

9.01 Entitlement

FCMs are entitled to Statutory Holidays. However, any FCM receiving benefits from a government program or salary insurance plan (disability) may not be entitled to paid Statutory Holidays. The nine (9) Statutory Holidays shall be added to vacation, and shall be bid as an additional part of the vacation allotment in accordance with Section 10.

9.02 Statutory Holidays per Month

The Company reserves the right to determine the number of Statutory Holidays that will be awarded during each Month.

SECTION 10 VACATION ENTITLEMENT

10.01 Vacation Year

The vacation year shall commence January 1st in any year and terminate on December 31st of the same year.

10.02 Vacation Entitlement

FCMs who have worked a full vacation year shall be entitled to vacation periods as follows:

0 - 2 years:	(4%)	14 days
3 - 9 years:	(6%)	21 days
10 - 19 years:	(8%)	28 days
20 years and more:	(10%)	35 days

10.03 Vacation Pay-Out

FCMs entitled to eight percent (8%) or ten percent (10%) vacation may receive the additional two percent (2%) or four percent (4%), as the case may be, as monetary compensation and not in additional vacation days with the approval of Flight Operations and subject to operational requirements.

10.04 Pro-Rating

FCMs who do not work a full "vacation year" will have their vacation entitlement pro-rated for that year as follows:

$(\# \text{ of months on payroll} \div 12) \times \text{yearly vacation entitlement} = \text{appropriate vacation entitlement.}$

10.05 Vacation Pay

While on vacation, FCMs shall continue to be paid their monthly base pay and, if applicable, their Northern Living Allowance. In addition, they shall receive 2% of the previous year's flight bonus for each week of entitled vacation, and five point seven (5.7) duty hour credits for each vacation day.

10.06 Vacation Carry Over B737 and Non-Rotating ATR FCMs

Vacations must be taken in the year following that in which the entitlement was earned except that an employee may carry over seven (7) days of vacation to the following year. FCMs must advise Crew Planning via email or in writing of their intention to carry over seven (7) days vacation time. This notification must accompany a FCM's vacation bid pursuant to Section 10.07. At the discretion of the Director of Flight Operations, an additional seven (7) days (fourteen (14) days in total) of vacation carry over maybe granted. Any vacation carry over must be used in the subsequent year. If the FCM is unable to use vacation leave due to his vacation being cancelled because of operational requirements or unforeseen circumstances, he may carry over that portion into the subsequent year. However, under no circumstances will a FCM lose earned vacation entitlement.

10.07 Bid Award Procedures

- a) Management retains the right to determine vacation availability and the number of FCMs that may take vacation at any given time, as per operational requirements. This information shall be distributed to all FCMs before September 1st. Every week of the year shall be available for at least one (1) non-rotating FCM per Position to be on vacation. For Rotating ATR FCMs, some weeks that coincide with their time on rotation may not be available for bid. Such limitation(s) will be identified in the vacation availability package provided to FCMs.
- b)
 - i) All vacation bid requests for the subsequent calendar year must be submitted to Crew Planning by September 15. A FCM must bid all of his vacation allotment, subject to the provisions of Section 10.06. Vacation periods will be awarded by October 31 in order of seniority in accordance with the FCM's planned equipment status at their base. Where a conflict in selected vacation period(s) occurs, the less senior FCM shall be given the opportunity to make such alternative selection as their seniority allows.
 - ii) FCM's entire annual vacation allotment will be awarded during this period. A FCM, who fails to submit his vacation bid(s) by September 15, shall have all his unbid vacation time assigned by the Company. Prior to assigning the unbid vacation, Crew Planning will contact the FCM in an attempt to schedule the vacation at a mutually agreeable time.
 - iii) FCMs electing split vacations must bid their entire yearly vacation allotment at one time for the entire vacation year subject to Section 10.06.
 - iv) FCMs carrying over vacation from one year to the next shall bid the carried over portion pursuant to Sections 10.07 b) i) and 10.07 b) iii).
- c) Rotating ATR FCMs must designate all statutory holidays and the first twenty-one (21) days of their vacation during their days off rotation. The designation of these days are not limited by any embargo established in a) above. Any remaining vacation days will be bid during their days on rotation and no bid of greater than seven (7) days will be allowed.

- d) No bid of greater than fourteen (14) days will be allowed on any aircraft type between June 1 to September 30.
- e) Bids must be a minimum of seven (7) days in duration. After completion of the vacation bid awards, a FCM who has notified Crew Planning of their intent to carry over their vacation (pursuant to Section 10.06), may request individual days of vacation to be awarded on a first-come, first served basis.
- f) FCMs who change base and/or Position, cannot disrupt awarded vacations but must bid from remaining available vacation periods. When possible, the Company will attempt to maintain such FCM's scheduled vacation.
- g) Exceptions to the above may be permitted by the Company as operational requirements permit.

10.08 Cancellation

- a) Where a FCM has been given a minimum of two (2) weeks' notice, the Company may alter his vacation in order to satisfy operational requirements only as a last resort.
- b) Where a FCM's vacation period has been altered or cancelled, the awarded vacation shall be rescheduled at a mutually agreeable time, inclusive of carrying it over to the following year.
- c) Where a FCM has notified the Company of the potential cost prior to an alteration and the Company has cancelled or altered his vacation, the Company shall reimburse him for all non-refundable costs incurred on behalf of him and his dependents. Receipts shall be required.

10.09 Vacated Vacation Slots

Vacated vacation slots may be made available to FCMs on the basis of seniority and base.

SECTION 11 LEAVES OF ABSENCE

11.01 General

Seniority, pay progression, service credits (toward vacation entitlement, Statutory Holidays and sick leave), and employee benefit coverage shall be in accordance with the charts in this Section while a FCM is on any form of leave of absence, as described in this section.

11.02 Bereavement – Immediate Family

- a) In the event of the death of a FCM’s spouse (including common-law, same sex) or child (including adopted and/or foster child), the FCM shall be entitled to one (1) week off (seven (7) calendar days), with pay, to be taken immediately following the day of death. Upon request, the FCM may be granted an additional leave without pay.
- b) FCMs shall be entitled to three (3) days off, with pay, immediately following the day of death of any other immediate family member. For the purposes of this clause, immediate family is defined as:
 - Grandparent of FCM or spouse
 - Parent of FCM or spouse
 - Brother or sister of FCM or spouse
 - Any relative of a FCM who resides permanently in the FCM’s household or with whom the FCM permanently resides.
- c) With prior approval from the FCM’s respective Chief Pilot, FCMs may take bereavement leave at a later date if extenuating circumstances warrant.
- d) In extraordinary circumstances, such as lengthy travel time, time off with pay in excess of that specified above may be granted with approval of the FCM’s respective Chief Pilot.

11.03 Bereavement Leave – Other

Where the deceased is not a member of the immediate family, the Company may grant bereavement leave without pay, where operational requirements permit.

11.04 Personal Leave

- a) The Company may, at its discretion, grant a leave without pay and without loss of seniority for a maximum period of twelve (12) months for personal reasons and twenty-four (24) months for educational reasons. The Association shall be advised in writing of all leaves so granted, indicating the date the leave is to commence and the date the FCM is to return to work.
- b) Leave without pay will not be granted to allow a FCM to work elsewhere in the airline industry. However, the provisions of this sub-section may be waived upon the written consent of the Company.
- c) Any FCM returning to work following a leave without pay shall be reinstated in his former Position if his seniority allows it. In the event his seniority does not allow him to resume his former Position, he shall be allowed to exercise his right to bump a junior FCM.
- d) Any FCM on a leave without pay for a definite period of time who wishes to return to work sooner than expected may send his request to the Company by email or registered letter. Such request may be accepted by the Company.
- e) Any FCM on a leave without pay for a definite period of time, shall within thirty (30) days, but at least fifteen (15) days, prior to his return to work, inform the Company by registered mail, courier or e-mail with confirmation of receipt by the Company, of his intention to return to work. Failure to comply with this provision shall result in his being deemed to have resigned and the provisions of Section 16.03 shall apply.
- f) The Company shall not be compelled to accept a return to work as provided in paragraph e) above earlier than the date of the next training session, if such a training session is required before the FCM can resume his work activities.

11.05 Marriage Leave

Where a FCM is to be married, they shall be granted one (1) day off, with pay, to be taken either in the week of or in the week after the marriage.

11.06 Leave to Avoid Lay-Off

When the Company finds itself in a lay-off situation, it may offer leaves, without pay, for up to one (1) year to FCMs which shall be granted in order of seniority. Such leave may be terminated earlier than anticipated at the request of the Company, however a FCM shall have the right to refuse such a recall where less junior FCMs for that Position are available.

11.07 Maternity and Parental Leave

Maternity and Parental leave, without pay, must be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto save and except that a FCM may request and, if so requested, must be granted to a maximum of seventeen (17) weeks of Maternity leave and/or thirty-five (35) weeks of Parental leave.

11.08 Compassionate Care Leave

Compassionate care leave, without pay, must be given in accordance with the provisions of the Canada Labour Code and any amendments and interpretations of regulations pertaining thereto save and except that a FCM may request and, if so requested, must be granted to a maximum of twenty-six (26) weeks of Compassionate care leave.

11.09 Jury Duty

- a) Any FCM called to serve on jury duty or to appear as a witness shall be granted a leave of absence and he shall accumulate seniority during his absence. During the time he serves as a juror or appears as a witness, he shall continue to receive his regular salary, less the amount received as a juror or witness.
- b) Paragraph a) above shall not apply to a FCM who has an interest, either direct or indirect, in the court procedure to which he is to appear as a witness, nor shall it apply for a day or days when the FCM is not required to work for the Company.

11.10 Leave Chart – Seniority

a)

TYPE OF LEAVE	DURATION	PAY INCREMENTS	VACATION SERVICE CREDITS	COMPANY SENIORITY	STATUTORY HOLIDAYS
BEREAVEMENT (IMMEDIATE FAMILY)	7 DAYS WITH PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
BEREAVEMENT (OTHER IMMEDIATE FAMILY)	3 DAYS WITH PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
BEREAVEMENT (OTHER)	WITHOUT PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
MARRIAGE LEAVE	1 DAY WITH PAY	ACCRUE	ACCRUE	ACCRUE	ACCRUE
ASSOCIATION LEAVE	WITHOUT PAY	ACCRUE UP TO 3 MONTHS, THEN MAINTAIN	ACCRUE UP TO 3 MONTHS, THEN MAINTAIN	ACCRUE	MAINTAIN
PERSONAL	UP TO 1 YEAR WITHOUT PAY AND 2 YEARS FOR EDUCATIONAL	MAINTAIN	ACCRUE UP TO 3 MONTHS THEN MAINTAIN	MAINTAIN	MAINTAIN
MATERNITY	UP TO 17 WEEKS WITHOUT PAY	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
PARENTAL LEAVE	UP TO 35 WEEKS WITHOUT PAY	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
COMPASSIONATE CARE	UP TO 26 WEEKS WITHOUT PAY	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
LEAVE TO AVOID LAY-OFF	UP TO 1 YEAR WITHOUT PAY	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
SHORT-TERM DISABILITY	UP TO 17 WEEKS	MAINTAIN	ACCRUE	ACCRUE	MAINTAIN
LONG-TERM DISABILITY	5 YEARS OR TO RETIREMENT	MAINTAIN	MAINTAIN	ACCRUE	MAINTAIN
WORKERS' COMPENSATION	INDEFINITE	MAINTAIN	ACCRUE FOR 1 YEAR THEN MAINTAIN	ACCRUE	MAINTAIN

11.11 Leave Chart – Benefits

b)

TYPE OF LEAVE	DENTAL	EXTENDED HEALTH CARE	DISABILITY COVERAGE **	LIFE INSURANCE
BEREAVEMENT (IMMEDIATE FAMILY)	CONTINUES	CONTINUES	CONTINUES	CONTINUES
BEREAVEMENT (OTHER IMMEDIATE FAMILY)	CONTINUES	CONTINUES	CONTINUES	CONTINUES
BEREAVEMENT (OTHER)	CONTINUES	CONTINUES	CONTINUES	CONTINUES
MARRIAGE LEAVE	CONTINUES	CONTINUES	CONTINUES	CONTINUES
ASSOCIATION LEAVE	# CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			
PERSONAL	# CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			
MATERNITY	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
PARENTAL LEAVE	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
COMPASSIONATE CARE	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
LEAVE TO AVOID LAY-OFF	# CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			
SHORT-TERM DISABILITY	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
LONG-TERM DISABILITY	CONTINUES FOR A PERIOD OF 1 YEAR FROM START DATE OF DISABILITY. THEREAFTER THE EMPLOYEE HAS THE OPTION OF CANCELLING COVERAGE THROUGH COMPANY OR PAYING ALL PREMIUMS PERSONALLY AND REMAINING ON COMPANY PLAN.		CONTINUES	CONTINUES
WORKERS' COMPENSATION (SHORT TERM)	CONTINUES*	CONTINUES*	CONTINUES*	CONTINUES*
WORKERS' COMPENSATION (LONG TERM)	CONTINUES FOR A PERIOD OF 1 YEAR FROM START DATE OF DISABILITY. THEREAFTER THE EMPLOYEE HAS THE OPTION OF CANCELLING COVERAGE THROUGH COMPANY OR PAYING ALL PREMIUMS PERSONALLY AND REMAINING ON COMPANY PLAN.		CONTINUES	CONTINUES
LAY-OFF	# CEASES AFTER 1 MONTH UNLESS EMPLOYEE OPTS TO PAY FULL PREMIUM FOR MAXIMUM PERIOD PLAN ALLOWS			

* UNLESS THE FCM IS COVERED BY ANOTHER DENTAL PLAN, THE BENEFIT COVERAGE WILL CONTINUE PROVIDED EMPLOYEE PAYS THEIR PORTION OF DENTAL PREMIUM. IF A FCM DOES NOT PAY HIS PORTION OF DENTAL PREMIUM, ALL OTHER BENEFIT COVERAGE IS CANCELLED DURING THESE LEAVES.

CURRENTLY, MAXIMUM PERIOD IS 120 DAYS.

** DISABILITY PAY IS NOT APPLICABLE DURING A PERIOD WHERE THERE ARE NO EARNINGS.

NOTE: NOTWITHSTANDING THE ABOVE, FCMs ON LEAVE WHO WORK FOR ANOTHER COMPANY SHALL NOT BE ENTITLED TO THE ABOVE BENEFITS

REQUEST FOR LEAVE OF ABSENCE

NAME: _____

START DATE: _____

DURATION: _____

END DATE: _____

REASON: _____

SIGNED: _____ DATE: _____

TO BE COMPLETED BY AND SUBMITTED TO:

FIRST AIR
FLIGHT OPERATIONS ADMINISTRATION

APPROVED _____ DATE _____

FLIGHT OPERATIONS
(SIGNED COPY, IF APPROVED - TO FCM)

11.12 Early Termination of Leave

The Company may request in writing that a FCM on leave without pay for a definite period of time return to work earlier than expected. Such request may be accepted by the FCM.

SECTION 12 MEDICAL REVIEW PROCEDURES**12.01 Investigations**

Where the Company has reasonable grounds that a FCM is unfit, he may be held out of service, with pay, for up to seven (7) days, pending medical investigation. The investigation will be conducted by a CAME mutually agreed upon by the Company and Association. The Company, with the Association's agreement, may extend this investigation period with pay.

12.02 Initiation of Medical Review Procedure

The FCM will provide the Association and the Company with the results of the CAME's assessment. The FCM has the option to seek a second medical opinion at his expense. Where the mutually agreed upon CAME and/or the FCM's physician makes a declaration regarding the fitness of any FCM, that is contrary to the position of the other, the FCM may initiate the medical review procedure, as set forth in Section 12.03, within seven (7) days of receipt of this declaration by so notifying the FCM's respective Chief Pilot in writing. However, in the event that the physicians agree and the declaration regarding the fitness of the FCM results in a medical loss of licence, the provisions of Section 19.02 shall apply.

12.03 Third Party Examination

Where the opinion of either physician is that the results of their respective examinations are inconclusive or conflicting in nature, the FCM will be assessed by a qualified medical specialist agreed upon by the Company and the Association. The medical specialist shall conduct his examination and shall furnish a written report of his decision to both the Company and the FCM.

The decision of the medical specialist, based on the results of his examination, shall be conclusive of the issue and not subject to any further review by either party hereto.

12.04 Expenses

All costs for all examinations and reports required pursuant to Section 12.03 that are not covered by Provincial or Territorial health benefits or the Company's medical insurance program shall be borne by the Company.

12.05 Fit Declaration

Where a FCM originally declared unfit for operational requirements by the mutually agreed upon CAME is declared fit for operational requirements under Section 12.03 above, the following shall apply:

- a) Reinstatement: He shall be reinstated to his former position and status with full seniority and service credit.
- b) Compensation: He shall receive retroactive compensation based on the net amount he would have earned had he operated from the time the qualified medical specialist declared him fit for flight duty, less any net amount paid to him under any Company or Government income protection program.

12.06 Unfit Declaration

Where a FCM originally declared unfit for flight duty by the mutually agreed upon CAME is declared unfit for duty under Section 12.03 above, he shall be treated as having been unfit for duty since the initial declaration and shall continue to be considered unfit until such time as the qualified medical specialist declares him fit for flight duty.

12.07 Return to Duty

Where the qualified medical specialist makes the determination as contemplated in Section 12.06 above, that the FCM is fit for flight duty, he must report his availability for duty within two (2) days.

SECTION 13 GRIEVANCE PROCEDURE

13.01 Eligibility

- a) All differences arising out of the interpretation, application, administration or alleged violation of this Agreement/Company policy and all disciplines or discharges may be grieved.
- b) Grievances must be characterized as either an individual, group or policy grievance.

13.02 Initiation

Grievances under this Section may be initiated by the Association, or by any FCM or group of FCMs who consider themselves aggrieved and have the concurrence of the Association. Grievances of a general or policy nature may be initiated by the Association at either Step 1 or Step 2 of the process depending on the nature and scope of such grievance.

13.03 Time Limit

All grievances must be initiated within thirty (30) days from the date the grievor would reasonably have knowledge of the occurrence giving rise to the grievance.

13.04 Process

- a) It is the desire of the parties to this Agreement that grievances be settled promptly. A FCM who feels aggrieved shall first attempt to obtain a satisfactory resolution with the appropriate supervisor.
- b) Notwithstanding the above, the Company may contact other FCMs or employees of the Company to gather information.

13.05 Grievance Procedure

All grievances must be submitted, in writing, to the Director of Flight Operations; must be signed by the Association, and shall specify the following:

- a) The nature of the grievance and the circumstances out of which it arose as perceived by the grievor;
- b) The provisions of the Agreement or policy alleged to have been violated; and
- c) The settlement or remedy requested.

13.06 Step 1

- a) The Director of Flight Operations or his representative, shall hold a hearing within fourteen (14) days of receipt of the grievance.
- b) All facts shall be considered and the decision must be communicated to the grievor and the Association, in writing, within fourteen (14) days of the hearing.
- c) If a decision is not rendered within the time limits established in b) above, then the grievance will automatically advance to step 2.
- d) Appeals must be lodged within fourteen (14) days of receipt of the Step 1 decision and shall be communicated to the Vice President of Flight Operations in writing.
- e) Any decision not appealed shall be final.

13.07 Step 2

- a) The Vice President of Flight Operations or his representative (who did not hear the grievance at Step 1), shall hold a hearing within fourteen (14) days of receipt of the appeal.
- b) All facts shall be considered and the decision communicated to the grievor and the Association, in writing, within fourteen (14) days of the hearing. If a decision is not rendered within the time limits then the grievance will advance to arbitration.
- c) The decision to proceed to arbitration must be communicated within thirty (30) days of receipt of the Step 2 decision. Any decision not appealed shall be final.

13.08 Time Limitations

All time limits may be extended by mutual agreement, in writing.

13.09 Availability

All FCMs and/or employees called by the Association or the Company as a witness in a grievance procedure shall be released from duty, subject to operational requirements, and shall be provided with transportation to and from the hearing. Said FCM and/or employee shall suffer no loss of pay as a result of being called as a witness.

13.10 Documentation

Upon request, either party shall provide the other party with copies of all documents relevant to the grievance.

13.11 Presentation of Evidence

The FCM and his Association representative shall be given the full opportunity to present evidence and make representation at all levels of this procedure.

13.12 Company Initiated Grievance

Grievances may be initiated by the Company and shall be presented in writing to the Association, discussed with the Association, after which such grievance may be referred by the Company to arbitration as per Section 14 ARBITRATION.

13.13 Disciplinary Measures and Dismissals

- a) Any disciplinary measure shall be given in writing to the FCM concerned and shall contain the reasons for discipline. Copies of such notice shall be given to the Association.
- b) Verbal warnings shall not be considered a disciplinary measure and, in consequence, shall not be submitted to the grievance procedure. No written indication of a verbal warning shall be put in the FCM's file.
- c) Where a FCM is required to attend a meeting concerning a disciplinary matter, the FCM is entitled to have a representative of the Association attend the meeting. The FCM shall receive written notice of such a meeting with a copy provided to the Association. The notice shall state the purpose of the interview and shall advise the FCM of his right to Association representation.
- d) Where disciplinary action or discharge is contemplated, the FCM involved may, where necessary, be held out of service with pay in order to provide management with sufficient time to investigate and consider all factors involved.
- e) The FCM involved and/or his designated Association representative may, upon request, review any information contained in his Human Resources Personal file, Training file, or Payroll file in conjunction with a designated representative of the Company. If requested, the Company shall provide the FCM with two copies of all documents relative to the case in his file. At the request of a FCM an Association representative may attend the file review with him. An Association representative may review a FCM's file(s) in his absence unless prohibited by Statute.

13.14 Location of Hearings

Hearings with regard to disciplinary measures or dismissals concerning FCMs shall be held in Ottawa or such other places as mutually agreed to by the Parties.

SECTION 14 ARBITRATION

14.01 Eligibility

Any grievance not settled through the grievance procedure outlined in Section 13 may be referred to a Sole Arbitrator or, subject to mutual agreement, a Board of Arbitration (hereinafter referred to as the Arbitrator).

14.02 Notification

The party advancing the grievance to arbitration shall give written notice to the other party within thirty (30) days of receipt of the Step 2 decision.

14.03 Sole Arbitrator

The party selecting arbitration will submit the name of two (2) or more arbitrators to the other party. If the parties are unable to agree upon an arbitrator within a fourteen (14) day time limit, the Minister of Labour shall be requested, by either party, to name the arbitrator.

14.04 Nominees

Where the parties have agreed to a Board of Arbitrators, the parties shall appoint their nominee to the Board within fourteen (14) days and shall communicate the name, address and telephone number of its appointee to the Board.

14.05 Chairperson of the Board

The two (2) appointees so selected shall, within fourteen (14) days of receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the Board. If either party fails to name an appointee or if the two (2) appointees fail to agree upon a chairperson within the time limits, an appointee may be made by the Minister of Labour upon the request of either party.

14.06 Jurisdiction of the Arbitrator – General

The Arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this Agreement.

14.07 Jurisdiction of the Arbitrator – Collective Agreement

The Arbitrator shall have no jurisdiction to alter, modify, or amend this Agreement or make any decision inconsistent with the specific terms of this Agreement.

14.08 Decision Deadline

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

14.09 Arbitration Procedures

The Arbitrator shall establish his own procedure consistent with the rules of natural justice.

14.10 Board's Decision

In the case of disciplinary or discharge appeals, the Arbitrator shall have the authority to determine whether the disciplinary or discharge action taken by the Company was for just cause. The Arbitrator may uphold the Company's decision, exonerate and reinstate the grievor without loss of pay and benefits, or render such other decision as it considers just and equitable.

14.11 Final Decision

A decision of the Arbitrator shall be final and binding on the Association, the Company and the FCM involved.

14.12 Availability

All FCMs and/or employees called by the Company or the Association as a witness in an arbitration procedure shall be released from duty, subject to operational requirements, and shall be provided with transportation to and from the hearing. Said FCM and/or employee shall suffer no loss of pay as a result of being called as a witness.

14.13 Expenses

Each party shall bear the cost of its own nominee. The compensation and expenses of the Chairperson or Arbitrator shall be borne equally by each party.

14.14 Documentation

Upon request, either party shall provide the other party with copies of all documents relevant to the case.

SECTION 15 PROBATIONARY PERIOD**15.01 New Employee**

Every FCM shall be subject to an initial Probationary Period of six (6) months, commencing as of the date of his first unsupervised revenue flight for the Company. The Company reserves the right to dismiss the FCM during his initial Probationary Period for any reason. The Company shall inform the FCM, in writing, of the reasons for his dismissal, with a copy to the Association. The FCM concerned shall have no recourse to the grievance procedure to contest his dismissal during his initial Probationary Period.

15.02 Extension

- a) Under special circumstances, the Company may extend the Probationary Period by up to three (3) months. The Company shall provide the reasons for such extension to the FCM concerned with copy to the Association.
- b) The Probationary Period shall be extended by the length of any period of absence in excess of fourteen (14) consecutive days.

SECTION 16 SENIORITY

16.01 General

A seniority system has been developed in order to provide for an orderly method of:

- awarding Positions,
- determining lay-off and recall,
- awarding displacement choices,
- awarding vacation and statutory holidays, and
- awarding schedules.

The system consists of a master seniority list for Captains and First Officers. Except as otherwise noted in this Agreement, the seniority system shall govern the awarding of all assignments or changes in status, subject to the qualifications of the Position.

16.02 Determining Seniority

All FCMs shall be credited with their seniority held as of the effective date of this Agreement and shall continue to accumulate in accordance with the provisions of the Agreement. Seniority for newly hired FCMs shall commence from date of hire. "Date of hire" shall be determined as the earliest of:

- a) the first day of the FCM's training, if it is contiguous to continued employment within Flight Operations as a FCM, or
- b) the first day of active flight operation, or
- c) the first day for which pay is received by FCM in accordance with the pay scales in this Agreement.

Note: Notwithstanding c) above, FCMs who share the same date of hire shall have their relative seniority determined by a lottery as determined by the Association.

16.03 Losing Seniority

A FCM shall lose his seniority and his employment shall be terminated in the following cases:

- a) voluntary termination of employment;
- b) dismissal for cause;
- c) failure to confirm his return to work within seven (7) days following receipt of a letter requiring his return to work, and to reintegrate into his Position within fourteen (14) days following said confirmation;
- d) absence from work for three (3) consecutive days or more, without authorization and/or valid reason;
- e) lay-off exceeding five (5) years;
- f) failure to conform to the conditions of Sections 11.04 b) & e), 18.08 c) & h) and 18.09; or
- g) refusal to accept a bid award while on lay-off status if the FCM's length of active service is less than three (3) years.

16.04 Posting of Seniority List

- a) All FCMs employed by the Company, including those who are transferred to Pilot Management Positions, shall appear on the seniority list. The seniority list shall be revised on November 1 each year and posted during the same month with a copy to the Association;
- b) Any FCM may challenge in writing, within thirty (30) days following the posting referred to above, any error or omission regarding him. Failure to do so, the seniority date of each FCM shall be considered definite. Errors or omissions on preceding lists may not be questioned;
- c) Any error or omission which has not been challenged upon publication of the first seniority list cannot be challenged upon subsequent posting of the list, unless it concerns typing errors, transcription or written errors that can be corrected at any time.

16.05 Merger

Should the Company enter into a sale or purchase of a business as defined in the Canada Labour Code, which could result in the integration of FCM's seniority lists, this Collective Agreement shall remain in full force and effect, and the Canadian Industrial Relations Board Certificate and pilot seniority rights in effect at that time shall not be affected in any way, unless provisions to the contrary are contained in the Canada Labour Code.

Within ten (10) calendar days of the Company's decision to effect or enter into a sale or purchase of a business, the Company shall notify the Association of the same and shall provide updates as significant information becomes available.

Any confidential information shared with the Association in relation to a sale of the business may be subject to a proper confidentiality undertaking.

SECTION 17 ADVANCEMENT

17.01 General

- a) Provided a FCM has bid on such, all new or vacant flight Positions (hereinafter "Open Positions") that become available in the Company, other than a Pilot Management Position, shall be awarded to FCMs within the bargaining unit based on seniority. The FCM shall still be subject to the qualifications and Assessment Review hereinafter described.

Notices of Open Positions will be issued as a result of attrition, increased crew requirements, New Equipment, New Base and Temporary Assignments. Subsequent vacancies that arise as a result of awards shall not be posted and will be awarded from the Standing Bid List.

The Notices of Open Positions will contain the following:

- Closing Date
- Minimum requirements of the Position
- Salary
- Rotating, or non-rotating
- Special terms and conditions
- Effective-to date
- Number of positions to be filled

All awarded and accepted bids will be forwarded to the MEC for publication to the membership.

- b) Standing Bid List
FCMs will make their bid preferences known for existing Positions by means of a Standing Bid List. The Standing Bid List will be administered by the Company in an electronic format that is developed jointly by ALPA and the Company and is accessible on the internet. FCMs can modify their standing bid at any time. Notices of Open Positions will be circulated via email for a period of fourteen (14) days and the purpose for the vacancy will be stated. At the end of the fourteen (14) day period, the Open Position and any subsequent vacancies arising from the Open Position award will be filled by the most senior qualified FCM on the Standing Bid List, at the time of closing.
- c) New Equipment, New Base
Notice of New Equipment and/or New Basing will be published for a minimum of sixteen (16) days prior to the notice of Open Position. The notice of Open Position will then be posted for a further fourteen (14) days as per Section 17.01 b). The Company will add the new equipment and new base to the standing bid list prior to the bids being published.
- d) In the case of a Temporary Assignment award, subsequent vacancies arising from the Temporary Assignment award will also be considered Temporary Assignments.

- e) At the Company’s discretion a FCM who declines a Position may be frozen and will have no bidding rights for up to twelve (12) months unless the FCM was on vacation for the entire bid period.
- f) If it is necessary to rescind a Position award, all awards that occurred as a result of the original award will be rescinded.
- g) Positions will be awarded before considering displacement choices to the same Position.
- h) Where, after the application of the above, Open Positions still exist, the Company may fill the Open Position(s) pursuant to Section 17.04 and/or 17.05.

17.02 Assessment Review

All FCMs will be assessed for suitability for Positions sought. As part of the Assessment a review of training files will be conducted to determine suitability for the Position. The Company shall provide a copy of the training files to the FCM upon his request. The FCM who is assessed as qualified to commence training will be so advised.

17.03 Minimum Flight Crew Guidelines

The minimum flight crew guidelines shall be as follows:

A/C STATUS	LICENCE	IFR	TOTAL HOURS	PIC TIME	NOTES
ATR-42 and the like 1st OFFICER	CPL with ATPL/IATRA Exam(s) Passed	Group 1	1,500 750 multi	N/A	(1) (2)
ATR-42 and the like CAPTAIN	ATPL	Group 1	3,000 2,000 multi	1,500, OR 1,000 F/O with First Air of which 500 must be on ATR 42	(1) (2)
B737 and the like 1st OFFICER	ATPL	Group 1	3,000 2,000 multi	N/A	(2)
B737 and the like CAPTAIN	ATPL	Group 1	5,000 3,000 multi	3,000 of which 1,500 is on Transport Category A/C, OR 1,500 F/O with First Air	(2)

NOTES:

1. Certain contracts or insurance policies may require experience in excess of the above numbers.
2. The requirements may be waived, with the concurrence of the Director of Flight Operations and the respective Chief Pilot on type.

17.04 Filling Vacancies When No FCM Applies

In the event that no FCM applies to fill an Open Position the Position will be filled in the following order:

- a) Recalling FCMs, in reverse order of seniority, who have been laid off from the Open Position for a period of greater than six (6) months and are not currently employed as a FCM at First Air. If the FCM declines the recall, or fails to respond to the recall notice, he shall be deemed to have resigned and the provisions of Section 16.03 shall apply.
- b) From outside the bargaining unit either through employment or on a contract basis. Where the candidate identifies himself as a member of ALPA, the candidate will be given priority for an interview.

17.05 Filling Vacancies From Outside the Bargaining Unit

Notwithstanding Section 17.01 and the fact that there may be suitable FCMs who have bid on the Open Position, the Company may, at its discretion, fill the Open Position for a period of no longer than six (6) months by engaging a FCM on a contract basis. The above six (6) month period may be extended at the discretion of the Company in consultation with the Association for up to an additional six (6) month period. The above shall not be used to impede the progression of a suitable FCM's advancement and shall not be used on a continuous basis.

Contract Pilots hired as aircraft flight instructors on new aircraft type can only be contracted a maximum of eight (8) months period for the primary purpose of allowing pilots on the First Air Pilot Master Seniority List to obtain the qualifications required for training authority on the new aircraft type.

The vacancy so established at the conclusion of the term of the FCM engaged on a contract basis, shall be filled in accordance with Section 17.01, however, the exception provided for in this sub-section shall not apply.

The Company shall notify the Association, in writing, as soon as practicable when it intends to hire Contract Pilots.

The notice shall specify:

- a) The number of Contract pilots to be engaged;
- b) The length of the contracts under which the Contract Pilots are hired;
- c) The base and number per base where Contract Pilots will be assigned.

In the interest of transparency, once hired, the Company shall make the working conditions and rate of pay of all Contract Pilots available to the Association.

There shall be no involuntary status downgrades in Positions filled by a Contract Pilot.

17.06 Bid Commitment

- a) The maximum time a FCM will be required to commit to a new type or new status on the same type will be for two (2) years from the bid award. The bid commitment will not prevent a FCM from bidding the left seat on the same type.
- b) The maximum time a FCM will be required to commit to a base will be for two (2) consecutive years from the bid award to the base.
- c) A FCM affected by a bid commitment may be bypassed by the Company at time of subsequent bid if his term is not yet complete.
- d) If the FCM is bidding on a base other than YOW, YEG or YZF any existing base commitment will not apply, but any type commitment may still apply.

17.07 Fill-In

- a) Should the Company require a Fill-In Captain Position, that Position shall be filled by a bid. The bid is limited to First Officers on type on that base.
- b) Individuals awarded a Fill-In Position will be trained for the Position with all the rules of Section 20 of the Collective Agreement applying.
- c) A FCM awarded a Fill-In Position is not subject to any minimum duration in that Position, and is free to bid on any other Position that may occur.
- d) The Fill-In Position award will remain in effect until the individual changes his permanent assignment, completes an established duration period or is displaced as per Section 18.03.
- e) The maximum period of time a FCM may be used in a Fill-In Position is sixty (60) flight days in a calendar year.
- f) In addition to the sixty (60) days identified in Section 17.07 e), a Fill-In Position may be used to cover periods of short-term disability, as well as the duration required for extended line indoctrination, in accordance with the training program, when a FCM is awarded a Captain's Position.
- g) The FCM will be paid in accordance with Section 32.
- h) When the FCM is finished a Fill-In assignment, he shall return to his permanent assignment.

17.08 Temporary Assignment

The Association and the Company recognize the need to use qualified FCMs for Temporary Assignments due to Maternity/Parental Leave, Short/Long Term Disability or Compassionate Care.

- a) Should the Company require a Temporary Assignment, that Position shall be filled through the bid process set out in Section 17.01.
- b) It is understood that a Temporary Assignment for Maternity/Parental Leave will not be used for a period in excess of fifteen (15) consecutive months in the case of a combination of Maternity and Parental leave or up to thirty-nine (39) weeks for a FCM taking Parental leave only.
- c) In the event a FCM experiences difficulties in pregnancy that require an earlier release from flight responsibilities it is understood that the fifteen (15) month ceiling on Temporary Assignment may be extended to cover the FCM's absence.
- d) It is understood that a Temporary Assignment for Long Term Disability leave will not be used for a period in excess of twenty-four (24) consecutive months.
- e) Rate of pay will be in accordance with Section 32.06 Starting Levels.
- f) FCM accepting the Temporary Assignment is not required to change his/her Home Base.
- g) When a FCM completes a Temporary Assignment, he/she will return to his/her permanent Position. All those affected will return to their permanent Positions.
- h) Where a FCM is awarded a Temporary Assignment, he/she is subject to the duration of the Temporary Assignment, however he/she is able to bid on Positions which arise on the same aircraft type as the Temporary Assignment.

17.09 Transfer to a Pilot Manager or a Non-Flying Position

- a) Any FCM who is transferred to a Pilot Manager Position shall maintain and accrue his seniority.
- b) Any FCM who has been transferred to a Non-Flying Position, excluding a FCM transferred following disability or illness, shall continue to accrue seniority for a period of one (1) year and maintain it for an additional one (1) year. After such one (1) year period, he shall maintain only his seniority for the following one (1) year period. A FCM transferred to a Non-Flying Position due to illness or disability shall continue to accrue seniority for five (5) years.
- c) Any FCM in a Pilot Manager Position, or a Non-Flying Position and eligible, who returns to his line FCM status, shall be able to exercise his seniority right and bump any less senior FCM.
- d) Any FCM in a Pilot Manager Position and/or Non-Flying Position shall be able to perform any duties performed by a FCM.
- e) The parties agree that, except when he has been dismissed for cause, a FCM transferred to a Pilot Manager Position, who wishes to return to a line function shall be able to exercise his seniority.
- f) All Pilot Manager or Non-Flying Positions shall be filled at the discretion of the Company.

17.10 Initial Training

Save and except for ground school, initial training will only be provided to FCMs chosen through the bid process.

SECTION 18 LAY-OFF AND RECALL

18.01 Lay-Off

The Company shall lay-off by Position in reverse order of seniority.

18.02 Notification

- a) Any FCM to be laid off shall be notified in writing by registered mail or by hand or via Company e-mail, with a copy to the Association, as far in advance as possible of any reduction of the work force, but in no case less than twenty-one (21) days prior to such reduction. Where a FCM whose instrument rating is due to expire within sixty (60) days of the date of lay-off shall have one (1) opportunity to renew his instrument rating at the Company's expense.
- b) In the case of a third party strike, or lock out by the Company of another bargaining unit (other than ALPA), the Company shall provide seventy-two (72) hours notice of any reduction of the work force.
- c) At the time of providing a FCM with notice of lay-off, the Company will advise the FCM that he may modify his standing bid pursuant to Section 17.01.
- d) While on lay-off all FCM's with bidding rights will be informed via email of any open FCM positions and annual seniority lists. For the purpose of receiving these notifications it will be the FCM's responsibility to maintain a current email address with the Company.

18.03 Displacement

A FCM who has been provided with notice pursuant to Section 18.02 may choose to exercise his seniority by displacing another employee provided:

- a) He has more seniority than the employee being displaced, and
- b) He satisfies the qualification matrix in Section 17.03, and
- c) The displaced person is not on a special assignment which provides for his not being displaced.

Should the above noted displacement result in a surplus of staff, the process shall continue.

18.04 Acceptance

A FCM who has been provided with a notice pursuant to Section 18.02 or a FCM who has been displaced may also elect to be laid off and await recall.

18.05 Timing

The FCM(s) affected by this Section shall respond within seven (7) calendar days of receipt of their notice of lay-off advising the Company of:

- a) their acceptance of the lay-off, or
- b) their wish to invoke their displacement rights.

18.06 Failure to Respond

A FCM who fails to respond to a lay-off notice or responds outside the time limits shall be placed on lay-off status.

18.07 Seniority on Lay-off

FCMs on lay-off status shall continue to accrue seniority for five (5) years and shall have bidding rights during that period.

18.08 Recall

- a) Where a FCM has been displaced from his Position, laid off or taken a leave to avoid lay-off, he shall retain his recall rights to that Position for six (6) months. Where there is an increase in the FCM complement for that Position within the six (6) months, FCMs with recall rights to the Position will be recalled in order of seniority.
- b) Where there is an increase in the FCM complement beyond six (6) months but before five (5) years, the Position will be awarded in accordance with Section 17.
- c) If a Position is not filled through a) and b) above, the Company will recall FCMs who are on lay-off from the Position in reverse order of seniority. If the FCM has less than three (3) years of active service and declines the recall, or fails to respond to the recall notice, he shall be deemed to have resigned and the provisions of Section 16.03 shall apply.
- d) The Company shall serve the laid off FCM with the recall notice by email or registered mail with a copy to the Association.
- e) A laid off FCM who is recalled to work must advise the Company in writing of his acceptance or rejection of such recall within seven (7) days of receipt of such notification.
- f) A laid off FCM may elect to bypass a recall provided there are laid off employees with less seniority.
- g) A laid off FCM who accepts a recall must return to work within fourteen (14) days of acceptance or a longer period if so agreed to by the Company.
- h) A laid off FCM who declines the recall or fails to respond to the recall notice within the time limits shall be deemed to have resigned and the provisions of Section 16.03 shall apply.

18.09 Documentation

FCMs who have been laid off shall be responsible to ensure that Flight Operations has a current address, email address and telephone number at all times. A FCM who fails to comply with this provision without a reasonable explanation will be deemed to have resigned and the provisions of Section 16.03 shall apply.

18.10 Severance

- a) A laid off FCM shall be paid one (1) week's pay for each complete six (6) months of service to a maximum of fifty two (52) weeks.
- b) Payment of the severance in a) shall be made in installments as follows:
 - i) on the date of lay-off: one-third (1/3) of the severance owed or up to 12 weeks of entitlement, whichever is greater;
 - ii) on the last day of the sixth (6th) month after the lay-off: one-third of the severance owed or up to 12 weeks of entitlement, whichever is greater;
 - iii) on the last day of the twelfth (12th) month after the lay-off: any amount remaining.
- c) The payment shall not exceed the entitlement detailed in Section 18.10 a).
- d) If the FCM has his employment terminated under Section 16.03 prior to the entire severance being paid out, he shall not be entitled to the remainder of the severance.
- e) A laid off FCM with more than twelve (12) weeks of severance entitlement may choose to have his entire severance payment paid out on the date of lay-off, however this means that at the time of payment he loses his seniority and forfeits all of his recall and bidding rights.
- f) A laid off FCM may defer all or part of such severance payment.
- g) Where a FCM has been laid off and subsequently recalled, severance pay credits will begin accumulating from the date of recall and will be added to any severance payments not yet paid out under b), or deferred pursuant to f) above.

18.11 Voluntary Lay-Off

Without giving up his recall rights, in a lay-off situation, a more senior FCM may be permitted by the Company to be laid off on a voluntary basis.

18.12 Return to Payscale

A laid off FCM who returns to his previous Position through recall or bidding shall return to the same level on the pay scale that he was on prior to the lay-off and must complete the time remaining in that level before advancing to the next level.

SECTION 19 LICENCES

19.01 Flight Crew Licences

All FCMs must hold a valid licence for the Flight Crew Position being held or applied for. Such items as medical certificates, passports, security passes, and the like shall be considered the sole responsibility of each individual. Failure to acquire, maintain or provide verification of such documentation shall be cause for disciplinary measures, including dismissal.

19.02 Loss of Licences

All cases involving FCMs losing licence privileges will be reviewed by the Director of Flight Operations. If the loss of licence or privileges is the result of failure to adhere to Company policy, or Transport Canada regulations, such loss shall be cause for disciplinary measures, including dismissal.

However, a FCM who is assessed as unfit by a Civil Aviation Medical Examiner and consequently loses his licence shall maintain his position on the Seniority List until he is either able to resume work or is unable to officially ever hold a licence again. A FCM, who is able to resume his work pursuant to the foregoing, may be required to undertake a flight assessment prior to being reassigned to the line.

SECTION 20 TRAINING

20.01 Training

Training for the purpose of this Collective Agreement as defined in Section 20.02 b) initial, upgrade or transition, Section 20.02 c) recurrent shall be given in accordance with the Company's training manuals and shall include the following five (5) steps.

1. Aircraft technical ground training;
2. Flight training;
3. FCM proficiency checks/instrument rating;
4. Line indoctrination;
5. Line checks on type.

(Hereinafter referred to as a "Step" or "Steps")

20.02 Failure to Successfully Complete Initial, Upgrade, Transition or Recurrent Training

A failure of a Step is deemed to occur if a FCM is not recommended for the next Step or his performance in a Step is assessed as unsatisfactory or incomplete within the normally allotted time. For the purposes of this provision "initial training", "upgrade training", "recurrent training" and "transition training" are as outlined in the Flight Crew Training Manual.

- a) If the FCM fails a Step, the following procedure will be followed:
 - i) The FCM will be thoroughly briefed on the standards to be met and the source of any needed study material.
 - ii) The Chief Pilot and the Association will be informed and a record of the occurrence and deficiencies will be inserted in the individual's training file and shall be identified to the FCM.
 - iii) The FCM will be given sufficient time to prepare for his next attempt to pass the Step. One additional training session will be given by a different instructor (if requested and where possible), beginning not earlier than the subsequent local day and provided that the FCM has had the opportunity to obtain eight (8) hours of prone rest beforehand.

b) Initial, Upgrade or Transition Training

A FCM taking initial, upgrade or transition training may not have more than two (2) cumulative failures within the individual training syllabus. "Cumulative failures" for the purpose of this provision and for Section 20.02 c) means failures at different Steps or the same Step (as they are set out at Section 20.01) during the initial or upgrade training program. A ground training failure will not be considered failure of a Step when determining cumulative failures.

- i) Should a FCM withdraw from initial or upgrade training prior to a third attempt to succeed at training, the following will apply;
 - a) The FCM will be allowed to return to his former Position, and
 - b) The FCM can only bid on the same aircraft type and status to which he returned, for a period of twenty four (24) months, unless the FCM demonstrates to a training or check pilot, above standard performance on two (2) consecutive recurrent training phases.
- ii) Should a FCM withdraw from initial or upgrade training prior to a third attempt to succeed at training and not have enough seniority to hold his former Position he will be placed on lay-off and will not be eligible for severance. The FCM will have recall rights to his former Position and have bidding rights to a smaller type or a lower status on the same aircraft type on which he was being trained.
- iii) Should a FCM withdraw from initial or upgrade training prior to a third attempt to succeed at training and should any element of the FCM's former Position no longer exist, he will be placed on lay-off and will not be eligible for severance. The FCM will have bidding rights to a smaller type or a lower status on the same aircraft type on which he was being trained.
- iv) Failure to qualify after a third (3rd) attempt will result in a meeting among the Company, the Pilot, and the Association. Following the meeting, the Company will advise the FCM of his status up to and including termination.

c) Recurrent Training

A FCM in recurrent training may have no more than two (2) cumulative failures within the individual training syllabus.

Failure to qualify after a third (3rd) attempt will result in a meeting among the Company, the FCM, and the Association. Following the meeting, the Company will advise the FCM of his status up to and including termination.

A FCM shall have the option of withdrawing from recurrent training after a second failure but before a third and final attempt to succeed at his training. In this case the FCM shall be placed on a lay-off, and will not be eligible for severance. The FCM will have bidding rights limited to a vacant position on a smaller type or a lower status on the same aircraft type on which he was being trained for a period of thirty-six (36) months from withdrawal of training. If the FCM remains on lay-off status for a period of two (2) years and declines to bid on any Positions that he is qualified for, he shall be deemed to have resigned from employment with the Company.

If the FCM is awarded a new Position he shall not have more than one (1) failure in training for a period of thirty-six (36) months from the date of withdrawal from training. Two (2) failures shall result in the termination of employment of the FCM.

- d) In the circumstance where a FCM believes that the cause of a failure in a Step during initial, upgrade, recurrent or transition training was caused by an illness or disability, he must without delay bring this matter to the attention of the Chief Pilot on type or his designate. A medical assessment by a Civil Aviation Medical Examiner (CAME) is required.

The CAME selected for the assessment must be mutually acceptable to both the Association and Company and the costs associated with this assessment shall be borne by the Company. If the CAME determines that the Fight Crew Member was suffering from an illness or disability, the failure will not be counted towards a failure of a Step. When the Company receives the CAME's medical assessment indicating that the FCM is fit to resume training, he shall be provided with another opportunity to succeed at the Step.

Note 1: Extended training may be required should conditions be such that the Company is unable to replicate the elements required to adequately assess the individual's performance under conditions typical of Company operations. i.e day only training due to Arctic summer, or take-off or landings in cross-winds.

Note 2: If training for an individual at any phase, is not progressing to a minimum acceptable standard, or if the flight safety is being impeded in any way, the company reserves the right to discontinue further training. If requested by the Association, the Company will identify the issues which led to the termination of training for the individual. The individual will meet with the Company, and the Association. Following the meeting, the Company will advise the FCM of his status up to and including termination.

Note 3: If a FCM withdraws from initial or upgrade training and returns to his former position, the bid(s) for his former Position will be rescinded in order of seniority if CPT/simulator training has not commenced. If the Company is required for operational reasons to train out of seniority, and a FCM withdraws from initial or upgrade training and returns to his former position, the most junior FCM's bid will be rescinded whether or not CPT/simulator training has commenced.

SECTION 21 PAY ADMINISTRATION

21.01 Pay Days

Pay-days shall be bi-monthly and will be issued by direct deposit to the FCM's bank account on the last banking day prior to the 15th and the last day of the month.

21.02 Deductions

There shall be no deductions from wages unless authorized by the FCM, statute, court, arbitrator award or, this Agreement. A list of deductions will be provided with each pay.

21.03 Overpayments

Where the Company is recovering an overpayment, it shall be deducted using the following schedule

- Less than \$125 will be deducted from the next direct deposit
- Between \$125 and \$500 it will be paid back over 4 pay periods
- Between \$500 and \$1000 it will be paid back over 5 pay periods
- Over \$1000 it will be paid back in \$200 increments per pay period

As an option, the FCM may contact payroll to arrange repayment of the entire amount in one lump sum.

Where a FCM is terminated, the entire overpayment will be deducted from the final direct deposit.

21.04 Underpayments

Underpayments shall be paid on the first direct deposit after discovery and verification.

21.05 Payroll Cut-off Dates

Direct deposit information is transmitted from the Company to the bank approximately seven (7) days prior to the actual pay date. Overpayments, underpayments or severance payments will be processed as part of the next pay period should they occur during this seven (7) day period.

21.06

Association Dues

- a) The Company shall deduct every month from wages paid to each FCM coming within the scope of this Agreement; an amount equivalent to monthly association dues in such amount as may be decided by the Association and communicated in writing to the Company.
- b) Deductions shall commence with the first paycheque received by the FCM.
- c) Where an error occurs in the amount of any deduction of dues from a FCM's wages, the Company shall adjust it directly with the FCM. In the event of any mistake by the Company in the amount of remittance to the Association, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted shall terminate at the time it remits the amount deducted.
- d) The Association shall indemnify and save harmless the Company from any losses, damages, liabilities, or expenses suffered or sustained by the Company as a result of any such deductions or deductions from payroll.
- e) The Company shall remit to the Association not later than thirty (30) calendar days following the date of the deduction, a cheque for the deductions plus a reconciliation which shall show:
 - the FCM's name
 - gross earnings
 - dues deducted.
- f) The Company shall remit to the Association an amount equivalent to monthly Association dues for each Contract Pilot. The amount shall be based upon the Level 1 pay scale for the Position occupied by the Contract Pilot.

SECTION 22 GENERAL

22.01 Agreement Provided

The Company will provide each FCM with a copy of this Agreement. The cost of producing copies of the Agreement will be borne by the Company. The size and method of producing this Agreement shall be agreed to by the Company and the Association.

22.02 Company Mail Boxes

The Association may use the Company mailboxes to communicate with its members with a copy provided to the Company.

22.03 Orders in Writing

All orders to FCMs involving a change in location or assignment, promotion, demotion, dismissal, lay-off, disciplinary action or leave of absence shall be made in writing.

22.04 Personal File

The Company shall maintain a personal file for each FCM with a section containing all documents related to his employment. Upon reasonable request, the FCM may review his personal file with local management present and with the request of the FCM, a member of the Association will be present. Where the FCM believes that the personal information contained in the file is inaccurate, he shall have the right to add a corresponding note to the file. Passenger complaints and letters of reprimand shall be removed from the personal file after two (2) years and may not be used in subsequent discipline or discharge, provided there has been no similar incidence within the two (2) year time limit. Where a grievance has been filed, all documents pertaining to the grievance shall not be placed on an FCM's personal file until such time that the grievance has been settled. Any document not seen by the FCM will not be placed on a FCM's personal file.

22.05 Health and Safety Committee

- a) The Company and the Association agree to promote and encourage safety practices that will ensure the safety and health of all FCMs.
- b) Accordingly, the Company agrees that FCMs will be entitled to representation on the Company's Health and Safety Committee at locations where both FCMs and Committees are established. The Company shall cover the cost of any flight releases required for the Health and Safety Committee member to attend the Company's Health and Safety Committee meetings and will ensure that the Committee member will not suffer any loss of pay as a result of completing Health and Safety tasks at the direction of the Committee.
- c) The Company shall allow FCMs to participate in the Company's Emergency Response Program where FCMs are involved.

22.06 Travel Benefits

FCMs shall continue to receive Company travel benefits in accordance with the Company's general policy and regulations established by the Company from time to time.

22.07 Retirement Age

A FCM may take retirement when he has reached a combination of years of age and years of service which equals seventy (70). There shall be no mandatory retirement age, however a FCM's flight assignments may be subject to any applicable law(s) or regulations(s) (Canadian, international or other) that prohibits or restricts a FCM from flying based on a certain age. No compensation for any restrictions will be considered including applications for exemptions or exceptions. Any available exemptions or exceptions must be completed by the FCM and provided to the Company in a time which allows schedules to be issued according to current practice.

22.08 Registered Mail

- a) A notice to be given under this Agreement by registered mail or given by registered mail shall be deemed to have been received on the fifth (5th) Business Day following the date the notice was sent by registered mail.
- b) A notice given by hand shall be deemed to have been received on the day it was given.
- c) If the notice is given via e-mail, and the Company does not receive an acknowledgement of receipt from the FCM within 48 hours, then the notice will be sent via Registered Mail and Section 22.08 a) will apply.

22.09 Management Flying

- a) A Pilot Manager will not fly more than three hundred and sixty (360) actual flight hours per 12 month period, to a maximum of 1800 hours amongst all Pilot Managers within the same 12 month period, unless the Company can demonstrate that it made its best effort to crew in accordance with the terms of the Collective Agreement, including draft. A record of Pilot Manager hours will be submitted annually or as requested to the MEC Chairman.
- b) A Pilot Manager may displace a FCM from any assigned flying. The FCM so displaced shall receive the greater of the flight(s) and pay credits assigned to the flight(s) or the flight and pay credits performed by the Pilot Manager and is not subject to reassignment.

22.10 Admission to Flight Deck

Only the following personnel are authorized to enter the flight deck or occupy a seat in the flight deck:

- a) An operating FCM.
- b) A crew member performing their duties.
- c) A Transport Canada Inspector or the equivalent regulatory authority when operating in another country provided an official identity card has been presented to the Captain.
- d) Any First Air employee, a Pilot, or Flight Attendant that is currently employed by a wholly owned subsidiary or code share partner of First Air, provided there is no seat available for them in the passenger cabin, and their identity has been verified by means of a personal photo identification issued by their company or a RAIC.
- e) A person with expertise related to the airplane, its equipment or its crew members and who is required to be in the flight deck to provide a service to First Air provided that their identity has been verified by means of a personal photo identification issued by First Air or a foreign government or a RAIC.
- f) Persons with expertise related to the airplane, equipment or crew members shall include; Operations Manager, Director of Flight Operations, Aircraft Type Chief Pilots, Manager Training & Standards, Dispatchers, and Manager, Flight Safety.
- g) A First Air employee, who is undergoing aircraft cockpit familiarization for the performance of their duties, shall be permitted if a seat is available in the passenger compartment.

Admittance to the flight deck, while respecting the restrictions identified above continues to be at the discretion of the Captain with the exception of Transport Canada air carrier inspectors and crew members performing their duties.

A Transport Canada air carrier inspector shall be given access to the observer seat most suitable to perform the inspector's duties, as determined by the inspector.

SECTION 23 ASSOCIATION / MANAGEMENT MEETINGS

23.01 Purpose

The Association and the Company agree to hold meetings to discuss matters of mutual interest.

23.02 Location

All meetings will be held in Ottawa unless otherwise agreed by the Company and the Association.

23.03 Agenda Exclusions

Topics for discussion shall not include matters submitted for grievance or arbitration in accordance with the applicable procedures.

23.04 Agenda

Suggested agenda topics will be submitted to the parties at least one (1) week prior to the meeting. By mutual agreement, additional topics may be added to any agenda, at any time.

23.05 Minutes

The Company shall record the minutes, which shall be circulated to the Committee members.

23.06 Association Release

- a) Where operational requirements permit, a FCM may be granted an Association Release to perform Association business. Association Release is not considered Company assigned duty.
- b) All Association Releases for these days must be requested in writing and approved by the MEC Chairman, or his designated representative, and confirmed in writing by the Company. Requests for Association Releases for planned meetings should be submitted to Crew Planning a minimum of forty-five (45) days in advance of the meeting.
- c) The Company will pay the FCM all originally scheduled pay credits and base pay, affected by such Association Release and the Association will reimburse the Company for all costs associated with such Release except as provided in this Agreement.

- d) Once Association Release is granted, the day(s) in question will be respected as an Association Release day. In other words, unless all other options to crew the flight have been exhausted, including draft, the pilot will not be contacted to crew a flight and he will be considered off work.
- e) The parties agree that where Association Release is granted and taken as per a) and b) above, the reference to “all costs” in c) includes the following elements:
- Pay Credits
 - Base pay
 - Employer Health Tax for Ontario residents (on Base Pay and Pay Credits)
 - Company RRSP Contribution (on Base Pay and Pay Credits)
 - Vacation (on Base Pay and Pay Credits)
 - Benefit Costs (excluding EI, CPP, and WSIB/WCB premiums)

This list includes all known costs at the time of the signing of this Agreement. Should there be any additions or deletions to this list; the Company agrees to provide the Association with thirty (30) days written notice to such change.

- f) The Company will only bill the Association for all of the Pay Credits costs (including related benefits) where the Association Release is taken on a GDO, on a Reserve day, on a Grey day, on a CARS day, in Ground school, on Vacation, on a day where the FCM also flew for the Company, or on a Statutory Holiday. In these situations, the Association will provide the Company with a written statement detailing the days where Association Release was taken.
- g) The Company will assume the cost of Association Releases for up to four hundred (400) pay credit hours per year during the term of this contract for dealing with Association business. The Company will schedule administrative duty for mutually agreed upon safety programs. The pay credit hours for this duty will not be part of the annual allotment of 400 hours.
- h) When it is necessary for the Company to cancel an Association Release, no hours will be deducted from the 400 hour allotment (nor will the Association be billed if the hours are beyond 400 hour allotment) and the FCM will receive pay credits for the actual time worked. Additionally, there will be no penalty to the FCM should he be unable to accept a flight due to the distance he may be away from base.
- i) When the Association has to cancel an Association Release for a B737 and/or Non-Rotating ATR FCM, the Association will provide the Company with at least twenty-four (24) hours notice (unless mutually agreed otherwise).
- j) Due to the nature of the schedules for Rotating ATR FCMs, if the Association must cancel an Association Release for this group, at least three (3) days notice will be provided to the Company.

- k) Where the Association cancels an Association Release, the affected FCM(s) will be placed on a Grey Day subject to reassignment and the Company will not be responsible for paying the published minimums. If less notice is given than outlined in point i) or j) above (unless mutually agreed otherwise), the Association will be billed as if the FCM took the day as Association Release and the FCM will not be placed on a Grey Day subject to reassignment. In other words, the Association Release will stand.
- l) The Company may approve Association Leave without pay. The seniority and benefits will be in accordance with Sections 11.10 and 11.11.

23.07

Association Travel

The Company will provide space available travel on the First Air network for FCMs on Association business for LEC, MEC meetings, negotiations and disciplinary meetings.

SECTION 24 HUMAN RIGHTS CLAUSE

24.01 Discrimination

The Company will not discriminate in any manner against a FCM because of race, national or ethnic origin, colour, religion, age, gender, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or Association activity.

24.02 Sexual / Personal Harassment

The Company recognizes the right of all employees to employment free of sexual and/or personal harassment. All matters concerning sexual and/or personal harassment will be dealt with in a confidential manner in accordance with Company policy.

SECTION 25 HOSTAGE AND/OR MISSING

- a) Any FCM who, while engaged in the Company's operations is reported missing, or is interned, captured, held hostage or as a prisoner of war, shall be entitled to continuance of all pay, rights, benefits, seniority and privileges.
- b) This monthly compensation shall be credited to the FCMs account and shall be disbursed in accordance with a written directive from the FCM.
- c) A FCM shall not lose any pay as a result of the hijacking of any aircraft to which he was assigned on either an operational or Deadhead basis.
- d) No FCM will be forced by the Company to operate into an area excluded from coverage under the Company's Standard Insurance Policy or War Risk Insurance Policy.

SECTION 26 NEW AIRCRAFT / NEW BASE

26.01 New Aircraft / Special Assignment

The wage rates and working conditions provided for in this Collective Agreement apply only to ATR and B737 aircraft, presently utilized by the Company only in the Normal Scope of Business of the Company.

Should the Company acquire any aircraft other than an ATR and B737, make a change in designation (rotating/non-rotating) or utilize the ATR and B737 outside the Normal Scope of Business of the Company, other than pursuant to a Special Assignment, the Company and the Association shall meet to negotiate wage rates and working conditions applicable to FCMs so affected.

Negotiation meetings will take place within fifteen (15) days of the request of one of the parties. In the event the parties fail to reach an agreement forty-five (45) days after the first negotiation meeting, or a longer period if so agreed to by the Company and the Association, the dispute shall be submitted to Arbitration as stipulated in Section 14 of this Agreement.

It is agreed that the preceding provisions shall not prevent the Company from operating the aircraft at the expected date using temporary wage rates and working conditions determined by the Company. However, should these temporary wage rates and working conditions differ from those finally agreed to by the Association and/or the Arbitrator, the Company shall retroactively implement the agreed upon wage rates and working conditions for all Association members.

Upon introduction of an aircraft other than an ATR and B737, the Company may hire FCMs on a contract basis to operate the new equipment and the provision of Section 17.05 shall apply.

26.02 New Base

Should the Company decide to open up a new FCM base, it will advise the Association and its members at least thirty (30) days prior to doing so. This is in order to provide the Association and the FCMs with enough time to give full consideration to these new Positions.

26.03 Special Assignment

- a) When a Special Assignment arises, the Company agrees to meet with the Association for the purpose of negotiating terms and conditions of such work. It is the intent of both parties that Special Assignments shall respect as much as possible, the terms and conditions of the Collective Agreement and give preference to FCMs who may otherwise be displaced were the work not to exist.
- b) Where the Company and the Association are able to reach agreement, such assignments will be filled by bids based on seniority and qualifications but subject to giving preference to FCMs who may otherwise be displaced were the work not to exist.
- c) Where the Company and the Association are unable to reach an agreement, the Company shall have the right to offer its final position to all of its qualified FCMs. No FCM shall be required to accept such assignments.
- d) Where the Company is unable to fill all or part of its needs for the assignment through the above methods, the Company shall have the right to hire FCMs from outside the bargaining unit to fulfill its requirements. Such FCMs shall be offered no greater terms and conditions for the assignment than those offered to the Company's regular FCMs, nor shall they be part of the bargaining unit.

SECTION 27 NON-PUNITIVE SAFETY REPORTING AND INVESTIGATION PROCESS

27.01 Definitions for the Purposes of this Section

- a) **“Safety Event”** is an event or incident that affects the safety of an aircraft.
- b) **“Event Review Committee (ERC)”** is the committee established to study and analyze all reports submitted by FCMs seeking immunity with respect to a Safety Event.

27.02 Event Reporting

- a) FCMs shall notify the Flight Operations Department of a Safety Event within 48 hours of first becoming aware of the event taking place. Notification may be by phone, e-mail or fax. In addition, each FCM shall submit a written report, in a form agreed to by the parties, at the earliest opportunity, but no later than seven days after first reporting the Safety Event.
- b) When a FCM submits a report concerning a Safety Event and thereby seeks immunity from discipline in connection with the event, his report shall be de-identified by the Manager, Flight Safety and forwarded to the Event Review Committee.
- c) When a third party submits a report concerning a Safety Event involving a FCM, the Manager, Flight Safety will invite the FCM to submit his own report on the event.

27.03 Event Review Committee (ERC)

- a) The Company and the Association shall establish an Event Review Committee (ERC) consisting of one member selected by each of the Company and the Association. The individuals selected to be members of the ERC must be familiar with and shall endorse the principles underlying a non-disciplinary, non-punitive approach to safety reporting and investigation. The ERC member selected by the Company shall not be involved in the imposition of discipline on FCMs in the course of his normal duties.
- b) The ERC shall study and analyze all reports submitted by a FCM seeking immunity and shall determine whether the Safety Event giving rise to the report qualifies for immunity as outlined under Section 27.04 and/or 27.05.

27.04 Immunity from Discipline

- a) Any commission, omission or inaction by a FCM in respect of direct involvement in a Safety Event that is the subject matter of a report referred to the non-punitive investigation process shall not be the subject of disciplinary proceedings or action in respect of the FCM by the Company. Any information subsequently obtained by the Company in relation to the event through this or any other form of investigation shall not form the basis of disciplinary action against a FCM by the Company.
- b) If the Event Review Committee determines that a FCM involved in a Safety Event that is the subject of a report submitted by a third party did not know or could not have known about the event, the FCM involved in the event will be granted immunity from discipline.
- c) If the ERC determines that a Safety Event qualifies for immunity from discipline, the reports of FCMs involved shall be referred to the non-punitive investigation process.

27.05 Exclusions from Immunity

- a) Events involving the following actions are excluded from immunity under this Agreement:
 - i) Substance or alcohol abuse, including consumption of a substance contrary to law and willful consumption of a substance where the FCM knew or ought reasonably to have known that his professional abilities would be impaired as a result. Where consumption is the result of a disability protected under the Canadian Human Rights Act, the FCM shall have the full protection of the Act;
 - ii) Actions of a criminal nature;
 - iii) Deliberate non-compliance with air regulations or any other applicable regulatory requirements;
 - iv) Failure to notify the Flight Operations Department of a Safety Event or to provide a written report in accordance with Section 27.02.
- b) If an investigation reveals that a FCM has deliberately left out essential information or supplied erroneous data in his reports in order that the Safety Event in which he is involved qualifies for immunity, the Event Review Committee may expel the FCM from the protocols of this Section.

27.06 Non-Punitive Investigation Process

The parties agree to establish and jointly administer a non-punitive investigation process to give effect to the principles underlying this Section. The parties agree to enter into discussions to develop and implement this investigation process as soon as practicable.

27.07 Confidentiality

- a) The parties shall not disseminate internally or use in any way any detailed or identifying personal information contained in a report filed in connection with a Safety Event, except on a need-to-know basis for the purpose of carrying out specific and justifiable safety action.
- b) The Company shall not disclose to any third party the details of the Safety Event or any identifying personal information contained in a report, except where required by law.
- c) The Company may provide Transport Canada with occasional and general reports on the effectiveness of the non-punitive safety reporting and investigation process and general information on the safety issues that have been dealt with under the program.
- d) No FCM may waive his or her right to the confidentiality provided in this Agreement without the explicit agreement of the Association. The reasons given by any FCM for this waiver will be a matter of record.

27.08 Commitment

The parties recognize that the acceptance of the principles of non-punitive safety reporting and investigation is critical to the realization of such a reporting and investigation program. The parties agree to take all reasonable measures to inform FCMs and Company managers of this Section.

SECTION 28 FLIGHT DATA MONITORING PROGRAM

28.01 Definitions for the Purposes of this Section

- a) **“Flight Data Monitoring (FDM) Program”** is a program designed to enhance flight safety through the controlled collection and analysis of Operational Data.
- b) **“Operational Data”** is any data acquired, transmitted, recorded or downloaded by use of a Flight Data Recorder, Cockpit Voice Recorder, Automated Flight Information Recording System (AFIRS), or any other recording device.
- c) **“Identifying Data”** is any data or combination of data that allows recorded or collected Operational Data to be associated with a specific FCM. The day of the month of the subject flight and flight number will be considered the minimum identifying data. Once removed, the associated data will be considered “de-identified”.
- d) **“Identified Database”** is any recorded or collected Operational Data prior to the removal of all Identifying Data. This includes any recorded or collected flight data that identifies FCMs, and the specific identifying data; i.e. the day of the month of the subject flight and flight number.
- e) **“Information”** is any data transmitted, recorded or collected by use of a Flight Data Recorder, Cockpit Voice Recorder or any other recording device. The term “Information” shall further include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs, or any other description, analysis or compilation of data collected by any such equipment.
- f) **“De-identified Data”** is any recorded or collected flight data from which all information capable of identifying a flight or a FCM has been irretrievably stripped.
- g) **“Flight Data Recorder (FDR)”** includes any device, equipment or system that collects, monitors, transmits or records Operational Data in any phase of flight operation, whether installed to monitor flight crew, aircraft component, or aircraft performance. For the purpose of this Section, AFIRS is considered a FDR device.
- h) **“Quick Access Recorder (QAR)”** is a form of Flight Data Recorder. Recording methods may be magnetic, optical (laser) or transmission to a ground station.
- i) **“Cockpit Voice Recorder (CVR)”** is any device, equipment or system that monitors or records a FCM’s voice while he or she is on an aircraft.
- j) **“Video Recorder”** is any device, equipment or system that is capable of recording video images of the cockpit environment, in part or whole, instrument images, or both.
- k) **“FDM Team”** is a committee consisting of three (3) Company representatives appointed from the Flight Operations Department and/or Quality Assurance and three (3) FABMEC members selected by the FABMEC. The Company representatives on the Team must not have any disciplinary authority over FCMs.
- l) **“Event”** is an occurrence outlined in the “Master Event Set” that is maintained by the FDM Team.

- m) **“Event Set”** is the list of events pertaining to each specific aircraft type in the First Air fleet.
- n) **“Major Event”** is an event as determined by recorded or derived data, outside normal desired operating limits.
- o) **“Critical Event”** is an event as determined by recorded or derived data that significantly exceeds operating limits or has an immediate impact on safety.
- p) **“Designated FDM Team Member (Gatekeeper)”** is the FABMEC member of the FDM Team who is designated by the FABMEC and who alone has access to Identified Data that will be used for the sole purpose of furthering the goals of the FDM Program at First Air. Additionally the individual will not hold a management or supervisory position in Flight Operations and will have no authority over First Air Flight Crew.
- q) **“Gatekeeper”** is the mutually agreed upon ALPA representative or his designee, who will have the sole ability to retrieve Identified Data from Operational Data.
- r) **“Service Provider”** is the third party who may be engaged by First Air to oversee the collection, analysis or protection of Operational Data under the Flight Data Monitoring Program.

28.02 FDM Program

28.02.1 Program Management and Oversight Details

- a) No person, except as expressly permitted by this Section, may have access to the data collected in the FDM Program, whether or not it contains identifying data.
- b) The Company may establish an FDM Program for the enhancement of Flight Operations and flight safety through the controlled collection and analysis of operational data. The design, implementation, and operation of a FDM Program shall be by documented mutual agreement between the Company and the Association. Any variation from the agreed-upon FDM Program shall require the documented mutual agreement of the parties prior to implementation.
- c) The standard list of flight parameters, which will be monitored and the limits defining exceedances of any level, will be mutually agreed upon by the Company and the Association. The list shall be subject to review and all changes, deletions, or additions shall be approved by the Association through a managing partnership of the FDM Program.
- d) Any additional areas of evaluation which the parties may desire to include in the FDM Program must be mutually agreed upon by the Company and the Association prior to implementation. Any special studies or evaluations require mutual agreement by the Company and the Association.

28.02.2 FDM/Management Team

There shall be a FDM team which will manage the program report and report to the Vice President, Flight Operations. It shall be composed of:

- a) No less than one ALPA Analyst,
- b) No less than one ALPA Analyst for each thirty (30) airplanes in the program,
- c) A process ensuring that a balance of ALPA Analysts, Corporate technical, analysis and program participants such that ALPA is a true partner with an equal voice in the FDM Program.

Additionally:

- a) No member of the FDM team may have direct involvement in the discipline, demotion, dismissal or evaluation of First Air FCMs.
- b) One analyst will be the designated manager of the FDM Program charged with the day-to-day management of the program including the transfer of data, compilation and delivery of reports, training of FDM team members, process documentation and program security.
- c) The Manager, Flight Safety, is responsible for the integrity of the program and will be the team Chairman.
- d) The FDM team shall meet on a regular basis in order to oversee operations of the FDM Program, establish and maintain necessary policies and procedures to ensure compliance with the provisions of all FDM agreements between the Association and the Company. Advance notice of Team meetings shall be provided to each member. The quorum for such meetings will include, at a minimum, one Company Analyst and one ALPA analyst.
- e) All requests for safety or operational reports derived from the FDM Program will be documented and such requests will be processed by the FDM Team and said reports vetted and released by the FDM Team.

28.03 General Provisions

The FDM Team Association members shall be released from flight duty for an appropriate number of days to travel, train, perform analysis, perform crew contact duties, and attend meetings with applicable paid credits of not less than the minimum daily credit per day as outlined in the Collective Agreement.

The FDM team Association members shall be provided with appropriate electronic equipment, software, office space (if required) and access to Company software programs through internet portals or specifics provided by First Air such that the ALPA members can perform the analysis, animation and crew contact duties as required by the FDM processes and programs.

Air travel to and from meetings and work spaces (if required) will be provided for the Association FDM Team.

Association analyst training will be provided by the Company and will be equivalent to the Company analyst training.

Any violation of the requirement of the agreed-upon FDM Program, or the terms herein, shall immediately cause the FDM Program to be held in abeyance until the infraction is resolved to the mutual satisfaction of both parties. Should the parties be unable to come to an agreement as to the resolution of the violation, the FDM Program shall be terminated immediately and the relevant data permanently destroyed.

Sharing of aggregate, de-identified data outside the Company must be mutually agreed in writing by the Company and the Association FDM team on terms and conditions acceptable to both parties.

The Company shall provide the Association FDM Team members with the random, unobstructed opportunity to periodically verify the integration between AFIRS and FDM Programs to ensure proper compliance.

AFIRS information will only be accessible to the FDM Program through data download. No AFIRS real time transmitted data can be used in the context of the FDM Program.

Any change in the use of the AFIRS data for FDM will be mutually agreed upon between First Air and the Association FDM team.

28.04 Data Retention and Security

- a) The design, implementation and operation of an FDM Program shall be by mutual agreement between the Company and the Association. Any variation from the agreed upon FDM Program shall require the mutual agreement of the parties, in writing, prior to implementation.
- b) The spirit and intent of any FDM Program at First Air, at both its developmental and operational stages, is that the program is to be used for the sole purpose of flight safety.
- c) It is understood that Transport Canada recognizes the value of and fully supports a Flight Data Monitoring Program and has committed to not using data collected in such a program to undertake any enforcement action against the carrier or its flight crews. This commitment is set out in Transport Canada Commercial and Business Aviation Advisory Circular No. 0193; dated November 1, 2001; see attached ADVISORY CIRCULAR.
- d) The design of the FDM Program shall ensure the initial confidentiality and ultimate anonymity of individual FCMs. Security of data will be the utmost principle contemplated in this Section. Any combination of identifying data which could be used to determine the identity of a FCM combined with recorded flight data will be considered to be personal employee information as per the Canadian Labour Code and will be appropriately protected by the Company.
- e) No FCM shall waive his or her right to the confidentiality provided in this Section without the explicit agreement of the Association. The reasons given by any FCM for this waiver will be a matter of record.
- f) No Flight Data Recorders, Quick Access Recorders or Video Recorders, or any device capable of transmitting data recorded by Flight Data Recorders or Video Recorders from the aircraft to any ground station, not required by CARs or not currently utilized in the Company's aircraft, will be installed for FDM or maintenance purposes, except by mutual agreement of the Company and the Association. AFIRS is exempt from this requirement.
- g) Flight Data reporting systems and the data obtained or derived therefrom will not be employed to monitor or to electronically check the judgment and/or ability of FCMs. Such information may be used in the interest of maintenance integrity programs to monitor engine or aircraft performance, but arrangements for such use will be made on an individual request basis, with a formal agreement between First Air and the Association Executive for each request, in which the purpose of the use, the participants and the end-users are specified.
- h) AFIRS data obtained or derived therefrom shall not be employed to monitor or to electronically check the judgment and/or ability of FCMs. Such information may be used in the interest of FDM, maintenance integrity programs to monitor engine or aircraft performance and flight following.
- i) The FDM Team shall oversee the day-to-day operations of the FDM Program and shall establish policies and procedures to ensure compliance with the provisions of this Section.

- j) The FDM Team shall establish the Event limits. The limits shall be subject to ongoing review and evaluation. The FDM Team may amend “Event Sets” as required.
- k) At a minimum, the FDM Program at First Air will record and examine the agreed upon Events and monitor any parameters that may be required by Transport Canada regulation.
- l) The Company may contract with the Service Provider to provide secure facilities in order to carry out the FDM Program’s objectives. The Company will provide suitable facilities for FDM Team committee work.
- m) The Association will disseminate information about the FDM Program and De-identified Data collected under the program by posting such information on bulletin boards at the pilot bases, or by other means including, but not limited to, electronic distribution.
- n) Any violation of the requirements of the agreed-upon FDM Program or the terms of this Agreement shall give the Association the right to invoke the immediate termination of the FDM Program and the destruction of all data collected under the program.
- o) The FDM Program shall be applied in a manner that is consistent with the principles outlined in the recitals hereto and with the provisions for indemnification and protection from reprisal set out in Section 27 regarding the implementation of a Non-Punitive Safety Reporting and Investigation Process at First Air.
- p) FDM Program information (identified or de-identified) shall not be released to any third party whether it is a person, an entity or a government institution unless strictly compelled to do so by regulation or law or unless it is expressly permitted by the terms of an agreement between the Association and the Company. In instances where the Company intends to release information when it believes that it is required to do so by operation of law, it shall notify the Association, in writing, of all of the relevant circumstances of the request for release of information in order to permit the Association to contest the disclosure should it so choose.

28.05 Scope

- a) Sufficient De-identified Data shall be maintained to fulfill the requirements of the FDM Program. All De-identified Data and analyses of such data shall be made available, upon request, to the parties, including the Association.
- b) Any special studies or evaluations, internal or external to First Air, of information outside of the monitoring of Events, shall require mutual agreement by the Company, Association members of the FDM Team and the FABMEC. Any such agreement granting such permission will be the subject of a formal written agreement between First Air, the Association and the group or individuals conducting such studies or evaluations.
- c) FDM Program Information shall not be released to any third party, except where required by regulation or legislation, without the approval of the Association FDM Team. Any such agreement will be the subject of a written request between First Air and the Association FDM Team.

28.06 Data Retention

- a) The Service Provider may maintain Operational Data collected under the FDM Program in a secure facility.
- b) Identifying data shall be automatically stripped from Operational Data upon upload to the server and retained in a separate encrypted and password protected file for a period not to exceed 14 days unless otherwise agreed to and documented by the Company and the Association.
- c) Any employee/agent of the Service Provider who has contact with any Identified Data used in the FDM Program shall be prohibited from divulging such data to any individual other than the Designated FDM Team Member.
- d) In the event any employee/agent divulges any identifying data to any other individual other than the Designated FDM Team Member, such employee/agent shall immediately be REMOVED from any participation in the FDM Program.
- e) Processed data with the identifying data removed shall be stored in a secure, password protected, mutually agreed upon storage location.
- f) The specific data, such as date of subject flight and flight number, which is considered to be identifying will be modified to include additional data if the nature of the operation(s) warrant such an addition to maintain the intended de-identified quality of the de-identified database.

28.07

Data Use

- a) At a minimum, the FDM Program may be used for evaluating the following areas:
- Aircraft performance
 - Aircraft systems performance
 - Company procedures
 - Training programs
 - Training effectiveness
 - Aircraft design
 - ATC system operation
 - Airport operational issues (air or ground)
 - Meteorological issues
- b) The Company and the Association Executive must mutually agree, upon any additional areas of evaluation that either party may desire to be included in the FDM Program, prior to their implementation.
- c) Only the Designated FDM Team member (selected as the Gatekeeper) shall be able to identify and interview individual FCMs associated with any specific data collected under the FDM Program. When requested by the FDM Team, the Gatekeeper will retrieve the Identified Data associated with an Event or Events.
- d) Any notes, memoranda or other documents used by the Designated FDM Team member in any contact with a FCM concerning a specific FDM Event shall be considered Identified Data for purposes of this Section and shall be “de-identified” in accordance with the definition f) as outlined in the Definitions for the Purposes of this Section.
- e) The sole contact with any FCM associated with an Event shall be through the Designated FDM Team member.
- f) Any FCM may decline a request by the Designated FDM Team member to meet to discuss a specific Event.

28.08

Implementation

The parties agree to meet for the purpose of discussing improvements to the FDM Program.

The parties have reviewed Commercial and Business Aviation Circular No. 0193 (attached) concerning Flight Data Monitoring Program issued by Transport Canada and agree that they shall not provide Transport Canada with information arising out of the FDM Program except in a de-identified form and shall do so only if strictly required by regulation or law. However, the parties may mutually agree in writing to provide Transport Canada with aggregate de-identified data. Further, the consent of the Association to an FDM Program operated by the Company is conditional upon Transport Canada maintaining a policy that is substantially similar to the above noted policy. In the event the Policy is retracted and is not replaced with another substantially similar policy or regulatory provision, the FDM Program shall be held in abeyance until such time a new policy, regulation or other provision comes into effect.

ADVISORY CIRCULARCOMMERCIAL AND BUSINESS
AVIATION ADVISORY CIRCULAR**No. 0193**
2001.11.01**Flight Data Monitoring (FDM) Programs****INTRODUCTION**

A number of Canada's national and regional air operators are becoming increasingly interested in implementing Flight Data Monitoring (FDM), a program that many see as the single most important safety initiative to occur within the aviation sector in many years. While companies engaged in FDM acknowledge the benefits of the program, those considering FDM have concerns over the integrity and accessibility of the collected data.

PURPOSE

This *Commercial and Business Aviation Advisory Circular (CBAAC)* outlines implemented through changes to the *Aeronautics Act* and the *Canadian Aviation Regulations (CARs)*.

BACKGROUND

FDM is a program whereby digital flight data generated during line operations is collected and analyzed to provide greater insight into the total flight operations environment. FDM data is used to reveal the causes of identified problems and provides a means of determining the effectiveness of corrective measures taken. The information and insights provided by FDM can also be used to reduce operational costs and significantly enhance training effectiveness, operational procedures, maintenance and engineering procedures, and air traffic control systems and procedures. FDM is similar to *Flight Operational Quality Assurance (FOQA)* in the USA, and to programs at European and Asian airlines that have been ongoing for more than 30 years.

In competition for scarce resources within an airline, FDM Programs need to go through the same cost-justification process as any other program. While there are clear and compelling benefits for an FDM Program to identify and reduce operational risks, they are often difficult to quantify. Airlines with FDM have indicated that as they become more familiar with the program, they have discovered uses of the data that have resulted in extended engine life, more efficient routings, and in saving money in other areas. These improvements, coupled with safety enhancements, have been determined to more than justify the cost of implementing an FDM Program.

POLICY DEVELOPMENT

Transport Canada recognizes the significant benefits that can be derived from FDM and is committed to working with operators to ensure that FDM Programs are implemented. To this end, Transport Canada will abide by the following principles:

1. For the time being, Transport Canada will accept to review only de-identified data derived from voluntary FDM Programs.
2. Transport Canada will not use information derived from a voluntary FDM Program for enforcement purposes.
3. Air operators will not be required to provide FDM data to Transport Canada for analysis.
4. Transport Canada recognizes that trends revealed from aggregate, de-identified data are of far greater usefulness than data from any single flight. De-identification of FDM data is therefore viewed as an integral part of FDM where the focus on the program is identification of systemic deficiencies, both internal and external, that may affect flight safety.

FUTURE DISPOSITION

The *Aeronautics Act* is currently being amended and the proposed amendments include general protections of data derived from voluntary programs (such as FDM). These proposed protections should be similar to the *Canadian Transportation Accident Investigation and Safety Board Act* provisions that pertain to the use of cockpit voice recorders and flight data recorders.

CONCLUSION

With the *Aeronautics Act* amended it will be possible to more clearly identify these "voluntary programs" and provide more specific detail on the policies that apply to them. This will be done by amending the CARs, a task that will be undertaken by a Canadian Aviation Regulation Advisory Council (CARAC) Working Group composed of members from the aviation industry as well as government.

It is expected that these changes to the *Aeronautics Act* and the *Canadian Aviation Regulations* will be promulgated in 2002.

M.R. Preuss
Director
Commercial & Business Aviation

Commercial & Business Aviation Advisory Circulars (CBAAC) are intended to provide information and guidance regarding operational matters. A CBAAC may describe an acceptable, but not the only, means of demonstrating compliance with existing regulations. CBAACs in and of themselves do not change, create any additional, authorize changes in, or permit deviations from regulatory requirements.

Date modified:

2010-05-03

SECTION 29 TRAVEL AND REST FACILITIES

29.01 Deadheading

The Company will provide confirmed travel arrangements to and from the FCM's base and for all Company business.

If confirmed travel arrangements are unavailable, the Company will make reasonable efforts to arrange suitable alternate travel.

Where available, the advance seat selection option will be included in the reservation, when a window or aisle seat is not guaranteed.

Charter companies used for the transport of FCMs will be evaluated by the Company under the Vendor Management Policy. A list of approved vendors will be maintained by the Company.

If the carrier provided is not on the evaluated carrier list the deadhead assignment will proceed unless a safety concern is identified.

If there is a safety concern, the deadhead assignment shall not proceed and the FCM will submit a report to Flight Operations that details the concern(s).

The equipment selected must be suitable for the length and conditions of the flight.

29.02 Rest Facilities

- a) The Company will provide FCMs with a single-occupancy bedroom that is subject to a minimal level of noise, is well ventilated and has facilities to control the levels of temperature and light, or where such a bedroom is not available, accommodation that is suitable for the site and season, is subject to a minimal level of noise and provides adequate comfort and protection from the elements.
- b) Concerns over rest facilities will be raised with Company Management and resolved accordingly.
- c) Where the FCM identifies that the accommodations are not CARs compliant every attempt to find alternative accommodations will be made.

- d) On Duty Layovers (Not during legal crew rest)
 - Up to 4 hours (Block In to Block Out): No specific facilities
 - 4 to 8 hours (Block In to Block Out): 1 large group lounge/suite, where local facilities exist.

FCMs must be advised in advance where and when layover facilities and transportation have been booked. FCMs must advise the Company if the rest facilities will not be used.
- e) Off Duty Layovers (legal crew rest): Single hotel room, where local facilities exist.
 - As per Section 29.02 d) and e), “where local facilities exist” means that the Company will book single hotel rooms for FCMs whenever and wherever possible. It is understood that, where single rooms are not provided, male and female employees shall not be expected to share a room with each other.
- f) Wi-Fi internet access at hotels will be authorized in the room, where available.

29.03 Staff Housing

Rotating ATR FCMs while working northern schedules shall be provided with room and board at the Company’s expense comparable to that provided by the Company to other employees also working northern rotation schedules. This is not applicable when the FCM is at his Home Base.

Whenever possible, Staff Housing for FCMs will never be less than the overall provisions in the Staff Housing Standards approved July 2011.

The Association will be invited to participate in any Staff Housing Committee established by the Company.

Concerns about Staff Housing will be brought to the attention of the Company by the Association.

29.04 Minimum standards

- a) Single rooms shall be provided at staff houses when and where available.
- b) The Company will be responsible for ensuring staff houses are equipped with the following safety and security devices: smoke detector(s), fire extinguishers, carbon monoxide detector(s) and lockable exterior doors.
- c) The Company will also be responsible for ensuring that staff houses are kept in good repair and that each bedroom door has a key lock.
- d) FCMs will not be required to share rooms with members of the opposite sex.
- e) Internet access shall be provided, where available, at all staff housing.



SECTION 30 BENEFITS

Benefits will be in accordance with Human Resources Policy Manual.

30.01 Group Insurance Plan Benefits

FCMs shall have the right to participate in the Company’s group insurance plan under the terms and conditions stipulated in Company policy and the insurance provider’s benefit booklet.

The Company may change its insurance underwriters at any time provided that there is no overall decrease of the insurance benefits and the cost sharing as outlined in this Section.

The current group policy number is # G0090707

Premium cost share arrangements are as follows:

- Life Insurance: 100% Company paid
- Accidental Death and Dismemberment: 100% Company paid
- Dental Insurance: 50% Company paid
- Short-Term/Long-Term Disability: 100% Company paid
- Extended Health Care: 100% Company paid
- Loss of Licence: 100% Employee paid
- Optional Life Insurance (employee and/or dependents): 100% Employee paid

30.02 GRRSP Benefits

Each FCM has the option of participating in the Company administered and self-directed Group Registered Retirement Savings Plan.

In order to participate in the GRRSP, the FCM must sign up with the Company’s GRRSP service provider. This may be done at any time after commencement of permanent employment with the Company. The start date for receiving benefits and for progression through the contribution schedule is the first day of the pay period following the date of signup.

GRRSP contributions are based on a FCM’s regular earnings, i.e. Base Pay and Pay Credits and exclude, for example, Draft pay, Overtime, STD/LTD, Northern Living Allowance. Contributions are paid on each FCM’s pay. The GRRSP plan is as follows:

	Year 1	Year 2	Year 3	Year 4
Company contribution	2%	3%	4%	5%

SECTION 31 SCHEDULING RULES

31.01 Objectives

The fundamental objectives of scheduling rules are as follows:

- a) To provide an orderly and equitable method of flight assignment consistent with the principles of safety, efficient and cost effective operation and the principles of seniority as set out in this Agreement.
- b) To provide FCMs with the rest required for the performance of their duties.
- c) To provide monthly schedules that adhere to the Collective Agreement and the Canadian Aviation Regulations.

31.02 FCM Obligations

A FCM is not required to be contactable by the Company on a Guaranteed Day Off, Vacation Day or Statutory Holiday.

31.03 Revisions to Scheduling Rules

The scheduling rules shall be subject to revision by agreement between the Association and the Company.

31.04 Discussion

- a) The Association or the Company may reopen the scheduling rules for discussion at any time upon written notice.
- b) A Scheduling Committee will be formed to provide recommendations for improving scheduling techniques.

31.05 Continuity

Where notice to reopen the scheduling rules for discussion is provided and no agreement can be reached, the scheduling rules shall continue in full force and effect.

31.06 Basing

FCMs must reside within a maximum of one hour and fifteen minutes (1:15) travelling time of their assigned base. This does not apply Rotating ATR FCMs.

31.07 Schedule Preparation

- a) All known flying and duty for the month will be scheduled for all FCMs.
- b) Schedules will be built so that:
 - i) Non-Rotating FCMs on the same aircraft type and base will have an equal amount of monthly pay credits within reason.
 - ii) Rotating ATR FCMs on the same aircraft type and base will have an equal amount of flight credits per scheduled rotation within reason.
- c) On the 5th of each month the Company will email to all FCMs the following information about the next month's flying:
 - i) Training events and the proposed FCM affected.
 - ii) Awarded Vacation and Statutory Holiday.
- d) B737 and Non-Rotating ATR FCMs may submit requests for specific GDOs (RGDOs) (up to a maximum of three (3)) to Crew Planning in writing by the eighth (8th) of the month prior to the month in which the days are requested. These days will be awarded where operationally practical and in order of seniority. FCMs awarded GDOs in this manner will have assigned schedules. These days may be three (3) consecutive days, or two (2) consecutive days, or one specific day, or any Saturday/Sunday combination. Any requests for specific GDOs beyond three (3) days, up to a maximum of five (5) days, may be awarded at Crew Planning's discretion based on operational requirements and in accordance with seniority.
- e) A monthly schedule will include, but not be limited to the following information;
 - i) All known flying.
 - ii) Reserve duty.
 - iii) Grey day.
 - iv) Training duty.
 - v) Deadhead duty.
 - vi) GDOs, RGDOs.
 - vii) Vacation.
 - viii) Statutory Holiday.
 - ix) Administration duty.
 - x) Association release.
 - xi) Layover Duty.
 - xii) CARs day off (away from Home Base).
 - xiii) Pending line checks etc.

- f) A schedule information package will be published with the schedules and will include the following information:
 - i) New Station Designators.
 - ii) Simulator and flight schedules.
 - iii) Bid sheet and date and time of bid closure.
 - iv) Association releases.
 - v) Flight Number(s) (including known deadhead flights or other known means of deadheading).
 - vi) Points(s) of departure and arrival.
 - vii) Local time(s) of departure and arrival.
 - viii) Scheduled flight time(s) for each leg.
 - ix) Hotel name (if known).
 - x) Other information management feels to be important.
- g) Schedules for Rotating ATR FCMs will normally be built on a 28-day cycle of 15 days on duty followed by 13 days, made up of GDOs, requested GDOs (RGDOs), vacation, statutory holidays, training or as assigned. This cycle or specific days within the cycle may be adjusted to schedule the requirements of training, CARs compliance, or aligning rotational schedule. Under special circumstances the cycle may be adjusted at the request of the FCM with the concurrence of another FCM and the Company's approval.

The Company and the Association shall meet twelve (12) months after the ratification of the Collective Agreement to discuss the possibility of having a set number of consecutive days off in a cycle and/or to limit the days per calendar year that will be used for the purposes of simulator training, ground school, and/or Company business.

In a calendar year, days off northern rotation will include:

- i) one hundred and thirty-two (132) Guaranteed Days Off. These will be prorated for vacation.
- ii) up to twenty-one (21) days per calendar year of accrued vacation;
- iii) up to nine (9) days per calendar year of statutory holidays, and
- iv) the remaining days per calendar year, minimum fifteen (15), will be used for the purpose of simulator training, ground school training, and/or Company business.

31.08 Return to Duty

Where a FCM is returning from short-term disability, long-term disability or worker's compensation, he must notify Crew Planning prior to the fifteenth (15th) of the month of his intention to return to flying duties the next month. For FCMs who notify Crew Planning after the eighth (8th) of the month prior to the month in which he intends to return to flying, he shall have a schedule assigned by the Company.

31.09 Assigned Schedules

Individual Schedules will be built and assigned for FCMs who:

- a) are on vacation or statutory holidays.
- b) required to train or are required for training.
- c) are assigned special office duty.
- d) have end of month Block overlaps.
- e) have requested association releases.
- f) are returning and/or leaving part way through a month due to a leave of absence and/or illness or disability.
- g) are on Special Assignments.
- h) have been granted their request for specific GDOs.
- i) are rotating ATR FCMs.

31.10 Distribution of Schedules

The Company will furnish all FCMs with a copy of their schedules no later than the twentieth (20th) of the month. This deadline may be extended by mutual agreement between the Association and the Company.

31.11 Revisions to Schedules

Where applicable, revisions to pairings will be done prior to bidding periods, whenever possible. Revised schedules will be distributed to applicable FCMs.

31.12 Errors in Schedules

Errors discovered after the schedules are published, distributed and/or awarded will be corrected in a manner consistent with this Agreement. Affected FCMs shall be notified as soon as possible after the error is corrected. There will be no compensation prior to the first (1st) day of the schedule.

31.13 Bid Period

For those FCMs who bid on their schedule, a bid period will be not less than five (5) days.

31.14 Bid

For those FCMs who bid on their schedule, bids shall be submitted in writing, including e-mail, before the closing date and time, to Crew Planning. Telephone bids will be accepted for extenuating circumstances.

31.15 Late Bid

- a) A bid submitted after a bid deadline shall be accepted but shall not be considered until all bids submitted before the deadline have been exhausted.
- b) A FCM who submits an invalid bid or does not bid at all will be assigned to cover any un-bid block.

31.16 Schedule Awards

Unless otherwise noted in this Agreement, seniority will govern the awarding of schedules. Schedules will be awarded within two (2) days after the bids have closed. This deadline may be extended by mutual agreement between the Association and the Company.

31.17 Guaranteed Day Off

- a) Where applicable, schedules will indicate Guaranteed Days Off. These days shall be identified by a slash ("/"). Requested Guaranteed Days Off (RGDOs) shall be identified by ("//"). These days will be pro-rated for vacation, disability and leave periods.
- b) For-B737 and Non-Rotating ATR FCMs, at least seven (7) of these days shall be scheduled in periods of not less than forty-eight (48) hours duration unless specifically requested by the FCM as per Section 31.07.
- c) B737 and Non-Rotating ATR FCMs shall receive a minimum of eleven (11) guaranteed days off per month at their Home Base.
- d) Rotating ATR FCMs shall receive a minimum of one hundred thirty-two (132) guaranteed days off every calendar year at their Home Base. These days will be pro-rated for vacation, disability, and leaves

31.17.1 Pro-Rating for Partial Months B737 and Non-Rotating ATR FCMs

FCMs who are not available for a full month will have their Guaranteed Days Off pro-rated in accordance with the number of days they are available during the month. Unavailability includes, but is not limited to, vacation, disability, and leaves.

Days Available	Working Time	GDOs
1	5.7	0
2	11.3	1
3	17.0	1
4	22.7	1
5	28.4	2
6	34.0	2
7	39.7	3
8	45.4	3
9	51.0	3
10	56.7	4
11	62.4	4
12	68.1	4
13	73.7	5
14	79.4	5
15	85.1	5
16	90.8	6
17	96.4	6
18	102.1	6
19	107.8	7
20	113.4	7
21	119.1	8
22	124.8	8
23	130.5	8
24	136.1	9
25	141.8	9
26	147.5	9
27	153.1	10
28	158.8	10
29	164.5	10
30	173.0	11
31	173.0	11

In recognition of 30 and 31 day months, the above table is calculated based on a 30.5 day month.

31.18 Reserve

- a) Reserve assignments will be scheduled as required and designated by an "R". The time period for each Reserve assignment will be designated on the schedule. The maximum time a FCM can be on Reserve is 12 hours. No flight shall be assigned that will end more than twenty (20) hours after the beginning of the Reserve period.
- b) When possible "R" assignments will be grouped together when the duty period falls during the hours of 22:00 to 04:00 local.

31.18.1 Commitment

- a) A FCM on Reserve Duty shall be on call at all times during the scheduled Reserve duty period.
- b) A FCM scheduled on Reserve must indicate to Crew Scheduling where he can be located at all times when he is subject to call, if he is not available at their Company listed number.
- c) Two (2) Company calls for Reserve Duty shall be made to a FCM on Reserve Duty if necessary. Such calls to be fifteen (15) minutes apart. If the Reserve FCM is not contacted, he will be deemed unavailable and may be subject to discipline.
- d) Crew Scheduling may, on a discretionary basis and subject to operational requirements, grant a FCM on Reserve Duty a release for all or part of a Reserve Duty Day.

31.19 Grey Days

- a) Grey Days will be designated by "GREY" on a FCM's schedule and will be at a FCM's Home Base.
- b) Duty may be assigned to a Grey day at the Company's discretion with prior notice. If duty has not been assigned in advance the FCM is not obligated to be contactable on the Grey Day.

31.20 CARs Day Off

It is understood that a FCM may be assigned to CARs Days Off when away from Home Base. This day will be designated in the schedule by "CARs".

31.21 Duty Period

- a) A duty period shall commence one (1) hour prior to scheduled departure (i.e. Block Out and continues until fifteen (15) minutes after Block In.)
- b)
 - i) The reporting time in a) above, either at Home Base or away from base may be rescheduled to be greater or less provided that the FCM does not have his legal crew rest reduced.
 - ii) Where the reporting time has been rescheduled to be greater than that in a) above, the duty period will commence at the earlier reporting time.
 - iii) Where the reporting time is rescheduled to be less than in a) above, duty time for pay purposes will be deemed to commence one (1) hour prior to scheduled departure time.

31.22 Revision to Reporting Time

Delayed (Delay) Reporting Time – Where a FCM is notified of a delay in reporting time prior to leaving the rest facility (home or hotel) and the delay is in excess of three (3) hours, the FCM’s duty day will be considered to have started three (3) hours after the original reporting time. Where the delay is three (3) hours or less, the duty day will be considered to start at the revised report time.

31.23 Maximum Duty Day Period

- a) The maximum scheduled duty period shall be fourteen (14) hours.
- b) The maximum duty period shall be seventeen (17) hours if, in the view of the Captain upon consultation with the other FCMs, it is safe to do so.
- c) Notwithstanding a) a duty period may be extended to seventeen (17) hours to deadhead a FCM. A duty period beyond seventeen (17) hours to deadhead a FCM is at their discretion.

- Note:** The above limitations may be extended when the Pilot-In-Command considers it safe to do so and the flight is conducted for:
- i) Search and Rescue activity
 - ii) The provision of relief in case of distress
 - iii) The preservation of a human life

31.24 Release from Duty

Where a FCM has elected not to exceed Section 31.23 a) b) or c), the Company shall bear the costs incurred for hotel accommodation and/or meal expenses while away from his assigned base.

31.25 Call-In / Notification Procedure

FCMs will be required to call in a minimum of two (2) hours, but not more than three (3) hours before flight departure at Home Base. When a FCM is away from his Home Base they will be required to call in a minimum of one and a half hours (1½) before flight departure. This call shall take place before leaving the rest facility. Crew Scheduling will attempt to contact the FCM if he fails to call in at the required time. If unable to contact the FCM he shall be replaced if he fails to call in at the required time and he will not be entitled to the duty or flight hours missed. The call in time may be reduced to one and a half hours (1½) before flight departure for specific operations.

31.26 Deadhead

For deadhead flights, the duty period shall commence one (1) hour prior to scheduled departure and shall terminate fifteen (15) minutes after ramp arrival. In the case of deadhead by surface transportation, the duty period shall commence fifteen (15) minutes prior to the start of the trip and will terminate upon actual arrival at destination.

31.27 Open Flying

31.27.1 Notification

Crew Scheduling shall maintain a current list of open flying.

31.27.2 Bidding for Open Flying

- a) Crew Scheduling will circulate details about Open Flying to applicable FCMs via email. Subject to Section 31.27.4 FCMs may bid in writing/email for open flying as per Sections 31.28.1 a) and 31.28.2 b).
- b) FCMs may bid in writing/email for day(s) on which any assignments may become available.

31.27.3 Commitment

- a) A FCM who bids pursuant to Section 31.27.2 a) must be available to fulfil the assignment(s) that he bid for when he is contacted by the Company. Once awarded an open flight, the FCM will be deemed to be scheduled on the flight/day.
- b) A FCM who bids for a day(s) pursuant to Section 31.27.2 b) must be available to fulfill the assignment(s) that are awarded to him for the day(s) that he had bid for when he is contacted by the Company. Once awarded an open flight, the FCM will be deemed to be scheduled for the flight/day.
- c) Should a FCM wish to remove his name from the open flying, he must provide notification in writing to Crew Scheduling at least twenty four (24) hours in advance of any open flights or days that he had bid on.

31.27.4 Eligibility

FCMs shall be eligible to bid for open flying when:

- a) He has the necessary off-duty rest period, and;
- b) He will be able to operate his next flight or flight sequence, and;
- c) He will have the necessary days off to do the flight or flight sequence, and;
- d) He has the necessary qualifications.

Note 1: If all the above criteria are met then the flight will be awarded by seniority.

Note 2: Open flying will be awarded as soon as is practical from among eligible FCMs on the Open Flying list.

31.28 Order of Flight Assignment

31.28.1 For B737 and Non-Rotating ATR FCMs

- a) The order* of flight assignment is as follows:
 - i) The FCM scheduled for the flight.
 - ii) FCM subject to reassignment.
 - iii) FCM in Open Flying.
 - iv) a) FCM on Reserve.
 - b) For an assignment in advance, the FCM on Reserve or Grey day at the Company's discretion.
 - v) FCM on a Grey day.
 - vi) Draft.
 - vii) A Captain for a First Officer assignment or a Captain qualified First Officer for a Captain flight.

* Subject to the provisions of Section 31.29.1 g)

- b) Options ii) through v) will be utilized in order subject to the FCM's ability to operate his next scheduled assignment. If following the order of flight assignment results in the application of Draft, Crew Scheduling may assign the duty to a FCM who has Grey Days or assigned duty for the work period. The FCM will rejoin his published schedule as soon as operationally practical.
- c) Voluntary Reassignment; If following the order of flight assignment would result in the application of Draft, Crew Scheduling may, at its discretion, contact FCMs and offer voluntary reassignment to fulfil an assignment. Should a FCM's reassigned flight duties fall on a day(s) that had been previously scheduled as a GDO(s), the FCM shall be paid as per Section 32.12. A FCM accepting voluntary reassignment pursuant to the terms of this clause shall be paid the greater of the total of the flight credits of the reassignment or the total of the previously blocked schedule for the same corresponding time period.

For further clarity the following example is provided:

If a FCM had a four (4) day schedule consisting of

- Day 1: a flight (8 hours)
- Day 2: a Reserve day (2 hours)
- Day 3: GDO
- Day 4: GDO

and then the same FCM agrees to voluntary reassignment to a four (4) day charter consisting of 4.5 flight hours each day for the same four (4) days as described immediately above consisting of:

- Day 1: 4.5 paid flight hours
- Day 2: 4.5 paid flight hours
- Day 3: double time (2X) for duty hours paid as per the provisions of Draft, plus 4.5 paid flight hours
- Day 4: double time (2X) for duty hours paid as per the provisions of Draft, plus 4.5 paid flight hours

The total flight credits that would have been paid for the first four day scenario would be compared to the total flight credits that would be paid for the second scenario, and the greater of the two calculations would be paid to the FCM. The FCM shall receive the duty hour credits worked from the reassignment.

- d) If no FCM accepts the voluntary reassignment, the Company will assign the flight to the FCM who will have the least amount of GDOs affected. If more than one FCM has the same amount of GDOs affected the most junior FCM will be assigned the flight.

31.28.2 For Rotating ATR FCMs

- a) FCMs shall operate their scheduled flights, however due to IROPS or ADHOC flying all FCM may be subject to reassignment in order to satisfy operational requirements.
- b) The order* of flight assignment is as follows:
 - i) The FCM scheduled for the flight
 - ii) FCM subject to reassignment
 - iii)
 - a) FCM on Reserve
 - b) For an assignment in advance, the FCM on Reserve or Grey day at the Company's discretion
 - iv) A qualified FCM
 - v) Captain for a First Officer assignment or a Captain qualified First Officer for a Captain flight
 - vi) FCM on a Grey day

* Applicable to FCMs on rotation. In the event that the flight still cannot be crewed, Open Flying and then Draft may be utilized or the flight may be assigned to a Non-Rotating FCM.

- c) The FCM will rejoin his published schedule as soon as operationally practical.
- d) The above provisions shall also apply to Non-Rotating FCMs while covering rotational flying.

31.29 Removal/Reassignment

31.29.1 Removal

A FCM may be removed from a flight at Company request:

- a) To avoid flight and duty day limitations
- b) To attend or conduct training
- c) Due to misconnection
- d) Due to cancellation or delays in his or other flights of the Company
- e) For Management training reasons
- f) For line indoctrination purposes of another FCM
- g) To accommodate a qualification stipulated in a client contract, in an insurance policy, CARs, or for specialized flight assignments requiring Training Captains.

31.29.2 Reassignment

In the event that, a FCM is removed from a flight pursuant to Section 31.29.1, Crew Scheduling will have the opportunity to reassign the individual to other duty within the schedule.

31.30 Flight / Rotation Switch**31.30.1 Procedure**

The request for a flight or rotation switch must be submitted to Crew Scheduling, via e-mail by both FCMs. When possible such requests shall be submitted a minimum of forty-eight (48) hours in advance of the first day involved in the switch. Such requests shall not be unreasonably denied. Crew Scheduling shall approve or reject the request via e-mail to both FCMs. FCMs may check with Crew Scheduling by telephone as to whether their request has been approved or rejected.

31.30.2 Conditions

In assessing the request for a flight or rotation switch, Crew Scheduling will assess the possibility of an operational disruption due to the proposed exchange and will normally grant the request if operational disruptions are unlikely to occur, and CARs regulations are met.

31.31 Draft Procedures**31.31.1 Draft Definition**

Draft is an involuntary assignment of a FCM to duty on a Guaranteed Day Off.

31.31.2 Draft Procedures

Crew Planning is responsible to produce schedules that will ensure appropriate days off and coverage for all flights within a month or schedule. Situations may arise that will require FCMs to be drafted into work.

A FCM shall not refuse a draft for reasons of personal convenience. Drafting will only be used after all other methods to crew a flight have been exhausted. When Crew Scheduling contacts or attempts to contact the FCMs available for draft as per Section 31.31.3 Draft Order they will advise or leave a message detailing the following:

- a) Start of duty
- b) End of duty
- c) Pay credits
- d) Routing
- e) Any associated overnights

f) Crewing details (if known)

The first FCM who is contacted by Crew Scheduling, or contacts Crew Scheduling, will be assigned the draft.

Where a FCM has been drafted;

- a) The Company shall be responsible to provide transportation to and from the airport at the FCM's request or, the FCM may elect to claim transportation allowance in accordance with Section 4.03.1 for the distance from the FCM's principle residence to and from work. For Rotating ATR FCMs, this must be pre-approved.
- b) Under exceptional circumstances the Company will have the option to bypass a FCM for draft assignment.

31.31.3 Draft Order

The most senior FCM, who in the Company's opinion will have their schedule the least disrupted, will be contacted for draft first. If there is a junior FCM available when assigning the draft, the senior FCM will have the right to be released from the draft, and the cancelled draft pay provision will not apply.

31.32 Rest Period

31.32.1 Minimum Durations

All FCMs will have schedules built with at least twelve (12) hours between flights at Home Base, and ten and a half (10½) hours between flights away from Home Base. ("between flights" means the time between scheduled Block In to scheduled Block Out). In either case the FCM must be able to receive eight (8) hours of prone rest.

The Company reserves the right to reduce these times providing the FCM receives eight (8) hours of prone rest.

31.32.2 Interrupted Minimum Rest Period

Minimum rest periods may not be interrupted, except for the purpose of conducting a medical emergency flight. When a minimum rest period has been interrupted, the FCM shall be considered to be on continuous duty until he receives the minimum legal rest period.

31.33 Monthly Activity Records

A record of each FCM's accumulated flight times shall be maintained by the Company and made available to the Association and the FCMs concerned, on request. Notwithstanding the foregoing, FCMs have a responsibility to maintain their own records in accordance with the terms of the Flight Operations Manual and the Canadian Aviation Regulations.

SECTION 32 PAY SCALES AND RULES

32.01 Pay Levels

Each flight crew Position has a pay scale consisting of eight (8) levels until December 31, 2017 and nine (9) levels thereafter. The levels allow incremented pay increases for years 1-9 in each Position. A FCM shall advance to the next pay level upon completion of twelve (12) months active duty at the previous level. Pay shall be composed of a base salary and pay credits.

32.02 Monthly Base Pay and Pay Credit Increases:

2016 1.5%
2017 1.75%
2018 1.75%
2019 2.5%

32.03 B737 Monthly Base Pay and Regular Duty Hour Rate

32.03.1 B737 Captain Base Pay per Month

Level	2016	2017	2018	2019
1	\$6,471	\$6,584	\$6,699	\$6,867
2	\$6,898	\$7,019	\$7,141	\$7,320
3	\$7,366	\$7,495	\$7,626	\$7,817
4	\$7,865	\$8,003	\$8,143	\$8,347
5	\$8,382	\$8,529	\$8,678	\$8,895
6	\$8,952	\$9,109	\$9,268	\$9,500
7	\$9,550	\$9,717	\$9,887	\$10,134
8	\$10,187	\$10,365	\$10,546	\$10,810
9	N/A	N/A	\$10,915	\$11,188

32.03.2 B737 Captain Regular Duty Hour Rate

Level	2016	2017	2018	2019
1	\$37.33	\$37.98	\$38.65	\$39.61
2	\$39.80	\$40.49	\$41.20	\$42.23
3	\$42.50	\$43.24	\$44.00	\$45.10
4	\$45.38	\$46.17	\$46.98	\$48.15
5	\$48.36	\$49.20	\$50.06	\$51.32
6	\$51.65	\$52.55	\$53.47	\$54.81
7	\$55.10	\$56.06	\$57.04	\$58.47
8	\$58.77	\$59.80	\$60.84	\$62.36
9	N/A	N/A	\$62.97	\$64.55

32.03.3 B737 Captain Pay Credit

In addition to the above noted monthly base pay, Captains on the B737 shall be paid the following bonus per credited flight hour:

	2016	2017	2018	2019
Captain	\$59.52	\$60.56	\$61.62	\$63.16

32.03.4 B737 First Officer Base Pay per Month

Level	2016	2017	2018	2019
1	\$3,527	\$3,589	\$3,652	\$3,743
2	\$3,784	\$3,850	\$3,918	\$4,015
3	\$4,064	\$4,135	\$4,208	\$4,313
4	\$4,362	\$4,439	\$4,516	\$4,629
5	\$4,666	\$4,748	\$4,831	\$4,951
6	\$5,008	\$5,096	\$5,185	\$5,314
7	\$5,362	\$5,456	\$5,552	\$5,690
8	\$5,741	\$5,841	\$5,944	\$6,092
9	N/A	N/A	\$6,152	\$6,305

32.03.5 B737 First Officer Regular Duty Hour Rate

Level	2016	2017	2018	2019
1	\$20.35	\$20.70	\$21.07	\$21.59
2	\$21.83	\$22.21	\$22.60	\$23.17
3	\$23.45	\$23.86	\$24.27	\$24.88
4	\$25.17	\$25.61	\$26.06	\$26.71
5	\$26.92	\$27.39	\$27.87	\$28.57
6	\$28.89	\$29.40	\$29.91	\$30.66
7	\$30.94	\$31.48	\$32.03	\$32.83
8	\$33.12	\$33.70	\$34.29	\$35.15
9	N/A	N/A	\$35.49	\$36.38

32.03.6 B737 First Officer Pay Credit

In addition to the above noted monthly base pay, First Officers on the B737 shall be paid the following bonus per credited flight hour:

	2016	2017	2018	2019
First Officer	\$40.24	\$40.95	\$41.67	\$42.71

32.04 ATR Monthly Base Pay and Regular Duty Hour Rate for Northern Canada
32.04.1 ATR Captain Base Pay per Month

Level	2016	2017	2018	2019
1	\$4,670	\$4,752	\$4,835	\$4,956
2	\$4,894	\$4,980	\$5,067	\$5,194
3	\$5,113	\$5,202	\$5,293	\$5,425
4	\$5,338	\$5,431	\$5,526	\$5,665
5	\$5,555	\$5,652	\$5,751	\$5,895
6	\$5,773	\$5,874	\$5,977	\$6,127
7	\$5,992	\$6,096	\$6,203	\$6,358
8	\$6,218	\$6,327	\$6,437	\$6,598
9	N/A	N/A	\$6,566	\$6,730

32.04.2 ATR Captain Regular Duty Hour Rate

Level	2016	2017	2018	2019
1	\$26.94	\$27.41	\$27.89	\$28.59
2	\$28.24	\$28.73	\$29.23	\$29.96
3	\$29.50	\$30.01	\$30.54	\$31.30
4	\$30.80	\$31.33	\$31.88	\$32.68
5	\$32.05	\$32.61	\$33.18	\$34.01
6	\$33.31	\$33.89	\$34.48	\$35.35
7	\$34.57	\$35.17	\$35.79	\$36.68
8	\$35.87	\$36.50	\$37.14	\$38.07
9	N/A	N/A	\$37.88	\$38.83

32.04.3 ATR Captain Pay Credit

In addition to the above noted monthly base pay, Captains on the ATR shall be paid the following bonus per credited flight hour:

	2016	2017	2018	2019
Captain	\$49.23	\$50.09	\$50.97	\$52.24

32.04.4 ATR First Officer Base Pay per Month

Level	2016	2017	2018	2019
1	\$3,279	\$3,337	\$3,395	\$3,480
2	\$3,441	\$3,501	\$3,562	\$3,651
3	\$3,587	\$3,650	\$3,714	\$3,806
4	\$3,739	\$3,805	\$3,871	\$3,968
5	\$3,883	\$3,951	\$4,020	\$4,121
6	\$4,038	\$4,108	\$4,180	\$4,285
7	\$4,182	\$4,255	\$4,329	\$4,438
8	\$4,336	\$4,412	\$4,489	\$4,601
9	N/A	N/A	\$4,579	\$4,693

32.04.5 ATR First Officer Regular Duty Hour Rate

Level	2016	2017	2018	2019
1	\$18.92	\$19.25	\$19.59	\$20.08
2	\$19.85	\$20.20	\$20.55	\$21.07
3	\$20.69	\$21.06	\$21.42	\$21.96
4	\$21.57	\$21.95	\$22.33	\$22.89
5	\$22.40	\$22.80	\$23.20	\$23.78
6	\$23.29	\$23.70	\$24.12	\$24.72
7	\$24.13	\$24.55	\$24.98	\$25.60
8	\$25.02	\$25.45	\$25.90	\$26.55
9	N/A	N/A	\$26.42	\$27.08

32.04.6 ATR First Officer Pay Credit

In addition to the above noted monthly base pay, First Officers on the ATR shall be paid the following bonus per credited flight hour:

	2016	2017	2018	2019
First Officer	\$15.49	\$15.76	\$16.04	\$16.44

32.05 ATR Guaranteed Overtime

The parties agree that included in the ATR base pay is one hundred and eighty (180) hours of guaranteed overtime pay. As a result these FCMs will not be eligible for extra overtime pay until they have exceeded two thousand two hundred and sixty (2260) hours in a year. For non-rotating FCMs, the foregoing shall be accomplished by providing an overtime bank of one hundred and eighty (180) hours on January 1 of each year. A non-rotating FCM's overtime bank will be decreased by the number of hours he works in excess of 173 per month. Once the bank has been depleted, the Company shall commence paying out all further overtime hours.

32.06 Starting Levels

- a) Save and except as provided for hereinafter, FCMs shall commence in each Position at Level 1.
 - i) An ATR Captain who moves to a B737 First Officer Position shall commence in the new Position at the same level as he held as an ATR Captain;
 - ii) A B737 Captain who moves to an ATR Captain or First Officer Position shall commence in the new Position at a pay level equal to the years of service as a B737 FCM added to the level previously held as an ATR Captain or First Officer, as applicable;
 - iii) Newly hired FCMs shall commence in each position on type at Level 1 starting on their date of hire. Newly hired FCMs will receive pay credits after successful completion of the initial line check.
 - iv) A FCM who is awarded a Position that he previously held, shall commence in the new Position at the pay level at which he was previously paid, unless the rules in i) or ii) apply;
 - v) A Fill-In Captain who is awarded a permanent Captain Position shall commence at his Fill-In Captain level, for that type, as determined in Section 32.08; and

- b) The FCM must complete twelve (12) months in the new Position prior to advancing to the next level.

32.07 Captain Flying as First Officer

A Captain assigned to temporary service as a First Officer will be paid at his regular Captain's rate.

32.08 Fill-In Captain

- a) A First Officer awarded a Fill-In Captain position, when assigned to temporary service as a Captain, will receive his normal First Officer's base pay plus:
 - i) the difference between the appropriate Captain's base rate and his base rate, and
 - ii) the Captain's flight pay for the days worked in the Captain's position

- b) The Fill-In Captain shall commence at Level One Captain's base rate, or the level that the FCM previously held. The FCM must complete twelve (12) months in the Fill-In position prior to advancing to the next level.

32.09 Displacement

FCMs assuming a Position due to displacement, will be able to assume the pay level equal to the number of years in an advanced Position (1 to 9) added to the level previously held by that FCM in the displaced Position (0 to 9) up to level (9).

32.10 Initial Training / Upgrade

A FCM moving onto a new aircraft type or upgrading to a new Position on the same aircraft type will be paid at the appropriate level as of the date of his successful line check when employed in that Position.

32.11 Minimum Guarantee

In addition to his base salary, a FCM who is available for the whole year shall be paid a minimum of seven hundred and forty (740) credit hours.

Any shortfall shall be made up by the Company at year-end.

A FCM who leaves the Company during the course of the year shall not be entitled to any shortfall.

32.12 Overtime Duty Pay

- a) For B737 and Non Rotating ATR FCMs, each duty hour in excess of 173 hours in a month shall be paid at the rate of 1.5 times the Regular Duty Hour Rate. (ATR FCMs see ATR Guaranteed Overtime Section 32.05.)
- b) For Rotating ATR FCMs, each duty hour in excess of 2080 in a year shall be paid at the rate of 1.5 times the Regular Duty Hour Rate. (ATR FCMs see ATR Guaranteed Overtime Section 32.05.)
- c) FCMs who bid for Open Flying on a GDO shall not be eligible for Draft pay pursuant to Section 32.19; but such duty hours shall be added to the other hours worked by the FCM during the month or pay cycle.
- d) Overtime duty hours shall be paid by the Company in the month following the month in which they were earned.

32.13 Administrative Duties

A FCM assigned to administrative duties will receive a duty hour credit for each hour worked and four (4) Pay Credits.

32.14 Deadhead

FCMs shall receive pay credits for Deadheading as follows:

- a) Two (2) pay credits when legal crew rest is required prior to the work assignment after Positioning. Where the Deadhead duty period exceeds nine (9) hours, the FCM shall receive one (1) additional pay credit. Deadheading outside the North American continent shall result in pay credits equal to half the duty time.
- b) When a single duty period consists of deadhead duty combined with flight duty the deadhead pay credits will be in addition to the pay credits for the flight duty.

32.15 Layover

Layover period is considered to commence ten (10) hours after the duty period ends at a destination other than the FCM's Home Base. A FCM shall receive a duty hour credit for each eight (8) hours of layover and one (1) pay credit for each complete consecutive twelve (12) hour layover period. The foregoing is not applicable to Rotating ATR FCMs when they are at their Home Base or their assigned base.

32.16 Minimum Day

When a FCM is called out or arrives for duty, the FCM will receive a minimum of four (4) Pay Credits and actual duty time.

32.17 Rotating Pay Credit

Rotating ATR FCMs will receive two (2) Pay Credits per day on northern rotation if no other pay credit applies.

32.18 Draft Cancellation

If a Draft assignment is cancelled, the FCM will receive four (4) duty hour credits at the Draft rate, unless reassigned at the time of the Draft assignment cancellation, and the reassignment Draft pay is greater.

32.19 Draft Pay on a Guaranteed Day Off

- a) FCMs required to work on a GDO (Drafted) shall be paid an additional two (2) times the Regular Duty Hour Rate (even if he has not worked in excess of 173 hours in a month). However, such hours shall not be added to the other hours worked by the FCM during the month (i.e., no double dipping for overtime).
- b) When a Rotating ATR FCM is drafted, and no flying occurs, the FCM will receive 4 duty credits at the draft pay rate.

32.20 CARs Day Off

When a FCM is scheduled to a CARs day off away from base he will be paid as per layover pay.

32.21 Loss of Scheduled Flight

FCMs who have lost a scheduled flight due to cancellation, amalgamation or operational disruptions may be reassigned.

If at month end, a FCM has lost scheduled flight credit(s) due to cancellation, amalgamation or operational disruptions and a shortfall between all originally projected pay credits for the month and actual pay credits exists, the shortfall shall be paid by the Company. The actual hours worked will be recorded on the monthly working record.

32.22 Reserve Duty

FCMs on Reserve Duty shall be available at all times during the scheduled Reserve Duty period. A FCM on Reserve Duty shall be credited with four (4) Duty Hours and two (2) pay credits.

FCMs who work on a Reserve Duty day will receive the appropriate duty and pay credits for the assignment.

32.23 Overlap Flights

Overlap flights from the previous month will be credited to the month in which the flight commenced. An overlap flight is deemed to finish at the end of the duty period that overlapped into the new month.

32.24 Training

- a) A FCM receiving initial training will be credited with eight (8) duty hours and three (3) pay credits for each day during classroom instruction, CPT and simulator. This is not applicable to new hires. Pay credits will be paid at the Pay Credit rate on the aircraft Position for which the FCM is being trained.
- b) A FCM receiving recurrent training will be credited with eight (8) duty hours and three (3) pay credits for each day of classroom instruction and six (6) duty hours and three (3) pay credits for each day at simulator.
- c) FCMs undergoing flight training shall be paid three (3) pay credits per day. This is not applicable to new hires.
- d) Training Captains will receive pay credits equal to the actual flight time of the aircraft flight training sessions, plus an additional 1.5 pay credits
- e) FCMs who are designated as training pilots shall receive the following additional amounts:

B737

Ground or flight training	\$135.00/day
Line indoctrination	\$95.00/day
Line Check	\$135.00/day
Airborne or simulator check	\$195.00/day

ATR

Ground or flight training	\$115.00/day
Line indoctrination	\$90.00/day
Line Check	\$115.00/day
Airborne or simulator check	\$165.00/day

Effective January 1, 2018, these additional amounts shall increase by \$5.00/day.

32.25 Statutory Holidays

Statutory Holidays will be built into the schedules and designated by 'H'. For each Statutory Holiday day taken, a FCM shall be credited with eight (8) hours of duty and four (4) pay credits.

32.26 Vacation

Refer to Section 10.

32.27 ALPA Release

For each scheduled ALPA Release day, a FCM will receive eight (8) duty hour credits and four (4) pay credits.

32.28 Table of Duty Hour and Pay Credits

	Duty Hours	Pay Credits
Flight Day	Actual duty hours	Actual Flight Time
Grey Day	0	0
Reserve Duty	4	2
Rotating Pay Credit	0	2
Trainer (Classroom)	Actual classroom time	Equal to duty time
Trainer (Sim)	8	5.5
Trainer (Aircraft)	Actual	1.5 + Flight Time
Trainee (Classroom)	8	3
Trainee (Sim)	6	3
Trainee (Aircraft)	Actual duty	3
Statutory Holiday	8	4
Vacation Day	5.7	0
Deadhead	Actual	2 (+ 1 where duty is greater than 9 hours); 1/2 duty for outside North America
Layover	1 in 8	1 per complete 12
Administration	Actual	4
Draft Day	Actual, or as per 32.18 (Draft Cancellation)	Actual
Minimum Day	Actual	4
ALPA Release	8	4

This chart is subject to terms contained in the Agreement. In case of discrepancy the text of the Agreement shall prevail.

SECTION 33 AFIRS

33.01 Definitions for the Purposes of this Section

- a) **“Automated Flight Information Reporting System (AFIRS)”** is a satellite-based reporting system that allows aircraft to be flight followed and trend monitored anywhere, anytime, in real-time. AFIRS gathers, stores, and transmits data, and delivers information to Dispatch and Maintenance via satellite.
- b) **“AFIRS Data”** – any data acquired, transmitted, recorded or downloaded by means of AFIRS.
- c) **“AFIRS Program”** – a program designed to enhance flight safety and efficiency through the controlled collection and analysis of AFIRS data.
- d) **“Information”** – any data transmitted recorded or collected by use of AFIRS.

33.02 AFIRS Program

- a) The design, implementation and operation of an AFIRS program shall be, by mutual agreement, between the Company and the Association. Any variation from the agreed upon AFIRS Program shall require the mutual agreement of the parties, in writing, prior to implementation.
- b) The spirit and intent of any AFIRS Program at First Air, at both its developmental and operational stages, is that the AFIRS Program is to be used for the purpose of;
 - i) Flight safety
 - ii) Improve efficiency
 - iii) Flight following
 - iv) Component trending
 - v) engine and airframe exceedances
 - vi) Voice and text communications
- c) AFIRS data reporting systems and the data obtained or derived therefrom will not be employed to monitor or to electronically check the judgment and/or ability of FCMs.
- d) Data gathered from AFIRS will be used in the interest of maintaining the integrity of programs to monitor aircraft components, aircraft performance and flight following.
- e) Any intentional violation of the requirements of the agreed-upon AFIRS program or the terms of this Agreement shall give the Association the right to invoke the immediate termination of the AFIRS Program and the destruction of all data collected under the AFIRS program.
- f) The AFIRS Program shall be applied in a manner that is consistent with the principles outlined in the recitals hereto and with the provisions for indemnification and protection from reprisal set out in Section 27 regarding the implementation of a Non-Punitive Safety Reporting and Investigation Process at First Air.

33.03 **Scope**

- a) Any data from the AFIRS program shall be gathered and maintained by the Company, and will be provided to the Association upon request.
- b) Any special studies or evaluations, external to First Air, using information from the AFIRS Program, shall require mutual agreement by the Company and the Association. Any such agreement granting such permission will be the subject of a formal written agreement between First Air, the Association and whoever may be conducting the studies or evaluations.
- c) AFIRS Program Information shall not be released to any third party, except appropriate government agencies. Any other parties requesting AFIRS Program Information shall be agreed upon by the Company and the Association.

33.04 **Data Retention**

- a) The Service Provider will maintain Operational Data collected under the AFIRS Program in a secure facility.
- b) Any employee of the Service Provider, Operationally Required Company Staff or the Association who has contact with any AFIRS data shall be prohibited from divulging such data to any individual not mentioned previously in this paragraph.
- c) In the event any employee/agent divulges any data to any other individual other than those designated in Section 33.04 b), such employee/agent shall immediately be dismissed from their position within the Program.

33.05 Data Use

- a) The system provides:
 - i) OOOI Tracking
 - ii) Flight Following
 - iii) Component Trends
 - iv) Engine/Airframe Parameter Monitoring
 - v) Voice/Text Communications
- b) An AFIRS system monitors incoming data for predefined events and triggers, providing accurate operational and performance data to Dispatch, and Maintenance.
- c) The system allows for data retrieval, reporting, and real-time communication capabilities for instantaneous in-flight contact. The system will provide data to establish how the aircraft and its components are performing at any given moment, altitude, speed, and temperature. The system is capable of automatically providing critical data such as position reports and equipment status reports to Dispatch while operating anywhere in the world.
- d) The voice/text communication ability of AFIRS will be used exclusively for operational communications.
- e) The Company and the Association must mutually agree upon any additional areas of evaluation that either party may desire to be included in the AFIRS program, prior to its implementation.
- f) Contact with any FCM associated with an Event shall happen through their respective chief pilot.

33.06 Implementation

The Company and the Association agree to meet for the purpose of discussing improvements to the AFIRS system upon a request from either party.

SECTION 34 LEGAL

34.01 Defence and Counsel

The Company agrees to provide Legal Counsel and defend, free of charge, all FCMs and their estates in any legal actions arising in connection with the performance of their duties, including any damage to Company property, and to protect them and hold them harmless from any judgment rendered thereunder, save in the case of gross negligence or willful misconduct.

34.02 FCM Costs

No FCM will be required to pay for physical damages to Company equipment or property that may be incurred arising from his duties with the Company save in the case of gross negligence or willful misconduct.

34.03 Restricted Area Identification Card (RAIC)

Where a FCM's security clearance or RAIC is suspended, revoked, or unjustly denied renewal, the Association and the Company will actively assist the FCM in attempting to obtain the re-issue of the security clearance or RAIC. During this period the following shall apply:

- a) The FCM will be held from service for a period of up to seven (7) calendar days which may be extended by mutual agreement. The Company shall continue to pay all wages, benefits, and entitlements as if the FCM was on active flying duty during this period.
- b) The Company shall assist the FCM in communications and meetings with the appropriate airport authority for the purpose of resolving security issues.
- c) The FCM may be assigned administrative or other duties that do not require a RAIC while he is held from service with pay.

SECTION 35 TERM OF AGREEMENT

The Agreement shall come into force on January 01, 2016 and shall continue to remain in effect until December 31, 2019. Any retroactive pay entitlements shall be limited to the hourly flight bonus rates and monthly base pay rates for all FCMs. All other changes, unless noted, are effective as of the date of ratification.

The Agreement shall automatically be renewed without modifications, year by year thereafter, unless one of the parties advises the other within ninety (90) days prior to its expiration date, of its intention to renew with modifications. Negotiations shall commence within thirty (30) days of such notice. In the event of such notification this Agreement shall remain in effect during the negotiations of such new agreement.

Retroactivity shall be paid to all active FCMs on the payroll no later than 45 days following ratification by the Association.

Dated in Kanata, Ontario this 24th day of the month of June 2016.

FOR THE COMPANY:

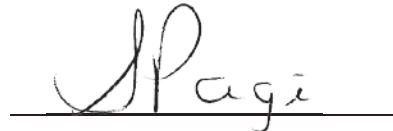
FOR THE ASSOCIATION:



Aaron Speer
Vice President, Flight Operations



Captain Tim Canoll
President, ALPA



Sarah Pagé
Director, Human Resources



Captain Klaus Petak
Negotiation Chairman



Joanne Kolar
Manager, Flight Operations
Administration



Captain Peter Black
MEC Chairman/Negotiation Committee



First Officer Steven Jones
Negotiation Committee



First Officer Charlene Hudy
Negotiation Committee



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MEMORANDUM OF AGREEMENT #1 – ARBITRATION CONSIDERATIONS

Between
First Air (Company)
and the
Air Line Pilots Association (Association)

ARBITRATION CONSIDERATIONS

The Association and the Company agree that in the event that matters in disagreement are submitted to a Board of Arbitration pursuant to Section 3.03 of the Collective Agreement, the Board of Arbitration shall consider any demands made by the Association or any demands made by the Company for concessions.

Dated in Kanata, Ontario this 24th day of the month of June 2016.

FOR THE COMPANY:



FOR THE ASSOCIATION:



MEMORANDUM OF AGREEMENT #2 – FDM GATEKEEPER PROCESS – B737-200

Between
First Air (Company)
and the
Air Line Pilots Association (Association)

Flight Data Monitoring Program (FDM); Gatekeeper Process - B737-200

WHEREAS both parties recognize that the current language in Section 28 of the Collective Agreement January 1, 2016 to December 31, 2019 is problematic for the B737-200.

WHEREAS both parties acknowledges that due to unforeseen technical issues with the B737-200 data frames, the previously agreed-upon Gatekeeper procedures, as stipulated in the Collective Agreement, cannot be met for the subject aircraft type.

WHEREAS the Association agrees that a modified process for the B737-200 is necessary to assist the Company in the implementation of the FDM program.

THEREFORE THE PARTIES AGREE ON THE FOLLOWING:

1. The below modified procedure shall only be authorized for the B737-200;
2. All procedures for initiating a gatekeeper response remain unchanged; however, once the FDM team has agreed that a Gatekeeper intervention is appropriate, the means of identifying a FCM shall be as follows:
 - a) The Gatekeeper shall contact the designated person within Crew Scheduling* and request AIMS data for the tail number in question, to cover the month of the download and the previous month.** The information required would include date, flight number, departure airport, destination airport, actual time of departure, actual time of arrival, flight duration, and crew names.
 - b) The data, without crew names, shall be passed only to the third party FDM service provider's technical analyst (presently Air Inc) in EXCEL format, who then shall forensically determine which flight is represented by the FDM event. The Third Party service provider shall respond directly to the Gatekeeper with only the flight details of the FDM event in question. Once this information is received and acknowledged by the Gatekeeper, the Third Party Service Provider shall irrevocably destroy all information concerning the Gatekeeper request.***
 - c) Once the gatekeeper has been provided with the identifying data, the process shall revert to that described in the Collective Agreement.****
 - d) In the event that flight identification is inconclusive, or more than one flight has the same details, the gatekeeper process will not be pursued for the flight in question.

3. Since both parties acknowledge that this procedure has a higher likelihood of errors, therefore, data retrieved in this manner cannot be used in any disciplinary or non-disciplinary actions against First Air FCMs.
4. Any violation of the requirement of the agreed-upon FDM program such as stipulated in Section 28 of the Collective Agreement or the terms herein in the Memorandum of Agreement, shall immediately cause the FDM program to be held in abeyance until the infraction is resolved to the mutual satisfaction of both parties. Should the parties be unable to come to an agreement as to the resolution of the violation, the FDM shall be terminated immediately and the relevant data permanently destroyed.
5. This agreement shall expire with the ALPA Collective Agreement #2, or the withdrawal from service of the identified aircraft type (B737-200).
6. The provisions of the Collective Agreement and more specifically the provisions in Section 28 shall apply unless expressly modified by this Memorandum of Agreement.

Notes:

- * The designated person in Crew Scheduling shall not be involved in the day-to-day operation and is bound by the terms of the MOA /Collective Agreement with respect to disclosure of identified data.
- ** Dates in Aerobytes refer to date of download, and since all flights are set to the first day of the month of download, it is possible that the flight in question actually occurred on the previous month. Therefore, two months of AIMS data is required to identify the event flight.
- *** The Third Party Service Provider is bound by a non-disclosure agreement such that release of identified data to anyone other than the designated Gatekeeper is forbidden.
- **** No identifying data may be retained beyond the 14 days after download specified in the Collective Agreement, therefore, no gatekeeper action may be initiated beyond 14 days of download on B737-200 events.

Dated in Kanata, Ontario this 24th day of the month of June 2016.

FOR THE COMPANY:



FOR THE ASSOCIATION:



MEMORANDUM OF AGREEMENT #3 – LEVEL 1 PROJECT PILOT

Between
First Air (Company)
and the
Air Line Pilots Association (Association)

Re: Level 1 Project Pilot

The Company may want to assign full time administrative duties to a FCM member of the bargaining unit and that the position does not fall under the category of Pilot Manager, as defined in Section 2 of the Collective Agreement.

Appointment of a Project Pilot

A notice containing the following information shall be posted for a minimum of seven (7) days:

- Number of positions to be filled
- Dates on which positions come into effect
- Closing date of notice
- Minimum qualification required

Internal and external candidates may be considered simultaneously. After the closing date of the notice, all FCM candidates possessing the minimum requirements shall be interviewed.

The Company shall have full discretion with respect to selection of the successful candidate. The name of the selected candidate shall be posted and if applicable, a copy of the appointment notice forwarded to the Association.

If the candidate selected is a FCM candidate from the ALPA seniority list, the position will be considered a union flying position where the individual accrues ALPA seniority, but does not have the authority to hire, fire, or discipline ALPA FCMs.

The position title and duties & responsibilities of the position filled by the Level 1 Project Pilot will be according to Company requirements for the work anticipated. The Association shall be notified of any additions and/or deletions to these positions.

Nothing in this agreement shall restrict the Company's right to transfer employees with their concurrence or the right to withdraw employees from the Level 1 Pilot Project Assignment.

Maintaining Qualifications:

A FCM assigned to a project assignment shall be limited to three (3) flights per month to maintain competency. A flight will be considered a pairing of the out and back portion including any diversions or IROPS.

A Level 1 Project Pilot may operate a flight, which would otherwise be cancelled due to the fact that there is no regular line pilot available however, should this result in the Level 1 Project Pilot flying more than three (3) flights in that month the overage will be deducted from the flying for the following month.

Return to the Line:

The Level 1 Project Pilot shall be able to exercise his seniority to bid on open positions, but three (3) months notice will be required before a bid award can take place.

When vacancies are posted, a FCM in a Level 1 Project Pilot position may be awarded a change in his permanent position on the line. In such case, he shall be advised in writing and a copy of the letter shall be forwarded to the Association.

With mutual agreement of the Company, the FCM may elect to delay a return to the line and continue to carry out Level 1 Pilot Project functions and the permanent position shall be assigned to the next eligible FCM as a Temporary Assignment as outlined in Section 17.08 of the Collective Agreement.

If the FCM elects to continue to carry out the Level 1 Pilot Project functions, in agreement with the Company, the FCM may complete the training requirement in correlation with the administrative duties or postpone the training to the return on the line.

The Level 1 Project Pilot may return to his permanent position on the line by providing three (3) months notice. There shall be no impact to the current flight crew complement as a result of his return to the line. For clarification, there will be no lay-off of another FCM as a result of the Project Pilot returning to the line. The three (3) month requirement may be waived with mutual agreement of the FCM and the Company.

Unless there is a reduction in personnel, the eventual return on-line of an FCM in a Level 1 Project Pilot position cannot result in bumping an FCM who holds a permanent position.

Compensation:

Level 1 Project Pilot whose seniority would allow them to hold any Captain Position at level six (6) or above on the B737 shall be paid years of service at the Captain rate in accordance with the Collective Agreement plus 680 flight time hours credit plus a premium of 18 percent.

Level 1 Project Pilot whose seniority would not allow them to hold a Captain Position on any type shall be paid Captain at level six (6) B737 base (monthly x12) plus 680 flight time hours' credits in accordance with the Collective Agreement plus a premium of 18 percent.

At no time shall a FCM in a Level 1 Project Pilot position make less than his current base salary in accordance with the Collective Agreement and in addition the premium of 18 percent.

The FCM in the Level 1 Project Pilot position shall be subject to the annual adjustment of the Monthly Base Pay and Pay Credit Increases as outlined in Section 32.02 in the Collective Agreement.

Replacement of the FCM assigned to a Level 1 Project Pilot:

It is the Company's discretion as to whether or not a FCM assigned to a Level 1 Project Pilot is backfilled on line. Should the Company elect to temporarily replace the Level 1 Project Pilot on line, the assignment to backfill will be considered a Temporary Assignment as outlined in Section 17.08 of the Collective Agreement and only apply to a single position as designated by the Company.

Working Conditions:

With respect to current practice, it is understood that the working conditions of a Level 1 Project Pilot are governed by the provisions of this Collective Agreement with the exception of the premium for compensation.

Dated in Kanata, Ontario this 24th day of the month of June 2016.

FOR THE COMPANY:



FOR THE ASSOCIATION:



MEMORANDUM OF AGREEMENT #4 – ATR YQT CARGOJET OPERATION

Between
First Air (Company)
and the
Air Line Pilots Association (Association)

Re: Special Assignment - ATR YQT Cargojet Operation

The Company has entered into an agreement with Cargojet to provide freighter operations with ATR aircraft commencing on or about March 19, 2015.

The parties agree that this work will be crewed by (Ottawa-based) Rotating ATR FCMs. In an attempt to respect as much as possible, the existing terms and conditions of the Collective Agreement, the schedule will be built in accordance with Section 31.07 g), for two dedicated crews. Rotations are proposed to take place on Sundays to Thunder Bay, ON. Travel will be via commercial airline or with the aircraft, if required to ferry for maintenance activities. Adjustments to current rotation schedules may be required to facilitate start up.

Rotations may be adjusted in order to accommodate training or schedule changes by the customer.

Wages will be in accordance with Section 32.04, however if applicable, a monthly top-up will be calculated based on the monthly average credit hours of the Rotating ATR FCMs not rotating to YQT. This will be added to the second pay period of the following month.

Volunteers from the YOW-Based ATR Flight Crew complement will be solicited to fill this assignment, and selected by seniority for a period of six (6) months, however, if insufficient response is received, the most junior Rotating ATR FCMs will be assigned. If the most junior Rotating ATR FCM is assigned for the special assignment due to insufficient volunteers, the assignment shall be for no more than a single three (3) month block, unless the FCM subsequently volunteers for a consecutive 3-month block. Assignments will be in order of reverse seniority. If a FCM's rotation is adjusted for this special assignment and his awarded vacation dates are affected, the assignment will not occur. The next most junior FCM will be assigned.

Each FCM will be provided with separate hotel accommodations by the Company with kitchenette, to allow for preparation of meals. The individual hotel accommodation shall meet the minimum requirement in accordance with Section 29 in the Collective Agreement.

Each YQT crew shall be provided with a vehicle for the exclusive use of the crew for duration of their term. Parking at the YQT airport work location will be provided.

Meal allowances in accordance with Section 4.01.1 shall be provided for each hour away from Home Base.

Dated in Kanata, Ontario this 24th day of the month of June 2016.

FOR THE COMPANY:



A handwritten signature in black ink, appearing to be a stylized "E" or similar character, positioned above a horizontal line.

FOR THE ASSOCIATION:



A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.